AGENDA | REGULAR TOWN COUNCIL MEETING

August 10, 2021 at 6:00 PM
Council Chambers - Apex Town Hall, 73 Hunter Street
The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

PRESENTATIONS

CONSENT AGENDA

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

CN1 Donna B. Hosch, Town Clerk

Motion to approve Minutes of the July 27, 2021 Regular Council Meeting

CN2 Jacques Gilbert, Mayor

Motion to approve proposed appointments to the Vision Zero Apex Steering Committee for the purpose of providing oversight to the Task Force in development of the Vision Zero Apex Action Plan.

CN3 Liz Loftin, Senior Planner

Motion to set Public Hearing for the August 24, 2021 Town Council meeting regarding Rezoning Application #21CZ13 Evans Road PUD. The applicant Jason Vickers for Beazer Homes, seeks to rezone approximately 34.57 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0, 0, 2921, 2929, 3025, 3027, 3029, 3033 Evans Road, 0, 7616, 7628 Humie Olive Road & 0, 0, 2825, 2828, 2905, 2909, 2912, 2917, 2925 Walden Road.

CN4 Liz Loftin, Senior Planner

Motion to set the Public Hearing for the August 24, 2021 Town Council meeting regarding Rezoning Application #21CZ15 Chapel Ridge Towns PUD. The applicant, Toll Brothers, Inc., seeks to rezone approximately 21.60 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way.

CN5 Amanda Bunce, Current Planning Manager

Motion to set the Public Hearing for the August 24, 2021 Town Council meeting regarding various amendments to the Unified Development Ordinance.

CN6 Mary Beth Manville, Human Resources Director

Motion to approve an auto-renewing agreement with HireRight, LLC, for employee background check services.

CN7 Mary Beth Manville, Human Resources Director

Motion to approve a three (3) year, auto-renewing agreement with Mitratech Holding, Inc., for employee I-9 and E-verify services.

CN8 Vance Holloman, Finance Director

Motion to approve Budget Ordinance Amendment No. 2 which will adjust the transfer amount from the Transportation Capital Reserve Fund to the Streets Capital Project Fund authorized by Budget Ordinance Amendment No. 1.

CN9 Vance Holloman, Finance Director

Motion to approve a resolution calling for a public hearing on August 24, 2021 in connection with a proposed installment financing agreement to finance various capital improvements for the Town.

CN10 Angela Reincke, Parks Planning Project Manager

Motion to award Comprehensive Parks, Recreation Greenway and Open Space Master Plan contract to John R. McAdams Company, Inc., authorize the Town Manager to execute the same, and approve corresponding Budget Amendment 3.

CN11 Mary Beth Manville, Human Resources Director

Motion to approve the new Remote Work Policy and Flexible Work Scheduling and Telework Policy.

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

PUBLIC HEARINGS

PH1 Dianne Khin, Director of Planning and Community Development

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex KOBRA, LLC (Reams Grove Master Subdivision) property containing 18.894 acres located at 7500 Green Level Church Road, Annexation #710 into the Town's corporate limits.

PH2 Dianne Khin, Director of Planning and Community Development

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex Apex Properties & Rentals, LLC and Eura Tunstall properties containing 5.3821 acres located at 1533 and 1537 Old Ivey Road, Annexation #714 into the Town's corporate limits.

PH3 Shannon Cox, Long Range Planning Manager

Public hearing and possible motion regarding amendments to the 2045 Land Use Map in the vicinity of New Hill Holleman Road and Old US 1 Highway.

PH4 Michael Deaton, PE, Water Resources Director

Public Hearing concerning proposed amendments to Chapters 5, 12, and 20 of the Town Code of Ordinances.

OLD BUSINESS

OB1 Craig Setzer, Parks, Recreation and Cultural Resources Director

Possible motion to approve an ordinance amendment changing opening and closing times for various parks, greenways and shelters.

UNFINISHED BUSINESS

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

CS1 Laurie Hohe, Town Attorney

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(6) to discuss a personnel matter.

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Donna B. Hosch, Town Clerk

Department(s): Office of the Town Clerk

Requested Motion

Motion to approve Minutes of the July 27, 2021 Regular Council Meeting

Approval Recommended?

Yes

Item Details

N/A

Attachments

- July 27, 2021 Regular Meeting Minutes

| REGULAR TOWN COUNCIL MEETING

July 27, 2021 at 6:00 PM
Council Chambers - Apex Town Hall, 73 Hunter Street
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Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Nicole L. Dozier, and Council Members Audra M. Killingworth, Brett D. Gantt, Terry Mahaffey, and Cheryl F. Stallings. Also in attendance were Town Manager Catherine Crosby, Assistant Town Managers Shawn Purvis and Marty Stone, Town Clerk Donna B. Hosch (remotely), and Town Attorney Laurie L. Hohe.

COMMENCEMENT

Mayor Gilbert called the meeting to order and presented a statement of diversity and inclusion related to religion. Mayor Gilbert gave the Invocation and then led the Pledge of Allegiance.

Mayor Gilbert thanked and recognized Staff for their work on the Pig Fest. Mayor Gilbert recognized Catherine Crosby, Town Manager, and welcomed her to her first Council meeting.

PRESENTATIONS

PR1 Dennis Jernigan, Deputy Chief Engineer for Highway Operations of the North Carolina Turnpike Authority

Presentation from Dennis Jernigan, Deputy Chief Engineer for Highway Operations of the North Carolina Turnpike Authority, on the Complete 540 project.

Mr. Jernigan provided Council with an update on the status of the 540 project and briefly explained the portions of the project that will affect the Town. He stated that additional information and resources could be found at ncdot.gov/complete540. The project is targeted to be completed in 2023. Council thanked Mr. Jernigan for his presentation.

CONSENT AGENDA

CN1 Donna B. Hosch, Town Clerk

Minutes of the May 21, 2021 and June 8, 2021 Regular Council Meetings

CN2 Donna Hosch, Town Clerk

Apex Tax Reports dated 05/09/2021 and 06/04/2021

CN3 Donna Hosch, Town Clerk

Codification of Supplement 7 of the Town's Code of Ordinances and codification of the July 27, 2021 revision of the Unified Development Ordinance (UDO).

CN4 Jacques K. Gilbert, Mayor

Reappointment of Kurt Pfeifer and Linda Barrett and to appoint David Yokum to the Transit Advisory Committee

CN5 Shelly Mayo, Planner II

Statement of the Town Council and Ordinance for Rezoning Case #21CZ03 Willow Hills PUD Amendment. Toll Southeast LP Company, Inc., petitioner, for the properties located at: 3417 Olive Chapel Rd.; 0 Willow Hills Dr.; 1400, 1406, 1411, 1412, 1418, 1419, 1425, 1426 Sierra Glen Cir.; and 0, 3400, 3406, 3407, 3413, 3414, 3420, 3426, 3432, 3438 Snowbed Ridge Dr.

CN6 Lauren Staudenmaier, Planner II

Statement of the Town Council for Rezoning Case #21CZ10, AMH Development, LLC/Daniel & Denise Schardt and Barbara Jo W Timberlake, Trustee of Barbara Jo W Timberlake Family Trust, petitioner, for the properties located at 2300 and 2324 Kelly Road.

CN7 Amanda Bunce, Current Planning Manager

Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of June 22, 2021.

CN8 Dianne Khin, Director of Planning and Community Development

Resolution Directing the Town Clerk to Investigate Petition Received, Certificate of Sufficiency by the Town Clerk, and Resolution Setting Date of Public Hearing for August 10, 2021 on the Question of Annexation – Apex Town Council's intent to annex KOBRA, LLC (Reams Grove Master Subdivision) property containing 18.894 acres located at 7500 Green Level Church Road, Annexation #710 into the Town's corporate limits.

CN9 Dianne Khin, Director of Planning and Community Development

Resolution Directing the Town Clerk to Investigate Petition Received, Certificate of Sufficiency by the Town Clerk, Resolution Setting Date of Public Hearing for August 10, 2021 on the

Question of Annexation – Apex Town Council's intent to annex Apex Properties & Rentals, LLC and Eura Tunstall properties containing 5.3821 acres located at 1533 and 1537 Old Ivey Road, Annexation #714 into the Town's corporate limits.

CN10 Russell Dalton, Traffic Engineering Manager

3rd Supplemental Agreement for $200,000 in additional funding reimbursement from NCDOT to the Town of Apex for the construction of U-5537 Lake Pine Drive Improvements and authorization for the Town Manager to execute the Agreement.

CN11 Liz Loftin, Senior Planner

Resolution correcting the Ordinances for Rezoning Cases #17CZ04 and #18CZ02, Friendship Station PUD, petitioners for the property located at 0, 3113, 3136, 3136, 3148, and 3232 Olive Farm Rd.; 0, 0, 8004, 8025, 8109, 8105, 8129, 8132, 8021, and 8116 Humie Olive Rd; 0, 0, 2804, 2816, 2908 and 2916 Richardson Rd.; 2705 and 2712 Butterfinger lane, 0 Macintosh Wood Drive; and parts of 2800 Richardson Road.

CN12 Steve Adams, Easement Acquisition Specialist

Abandonment of a portion of a public utility easement on Lot 57 in the development known as Pinnacle Park.

CN13 Russell Dalton, Traffic Engineering Manager

Budget Ordinance Amendment No. 1 and Capital Project Ordinance Amendment 2022-01 to allocate developer fees paid toward the installation of traffic signals at three locations (Green Level Church Road at Jenks Road, US 64 at Jenks Road, and US 64 at the U-turn west of Jenks Road) into a Capital Project to provide for the installations.

CN14 Michael Deaton, PE, Water Resources Director

Multi-year Master Agreements for On-Call Professional Services for multiple firms.

CN15 Michael Deaton, PE, Water Resources Director

Set a Public Hearing concerning proposed amendments to Chapters 5, 12, and 20 of the Town Code of Ordinances. The Public Hearing will be held on Tuesday, August 10, 2021 at 6:00 p.m. at the Apex Town Hall.

CN16 Mitch McKinney, Deputy Chief of Police

2021-2022 School Resource Officer (SRO) contract between Wake County Public Schools and the Town of Apex.

CN17 Steve Adams Real Estate & Public Utilities

Abandonment of a portion of a public utility easement on Lots 265, 266, 267, and 268 on Adams Pond Road in the development known as Westford 3A

CN18 Mary Beth Manville, Human Resources Director

One (1) new full-time position, Executive Assistant to Town Administration, Grade 22, to the Administration Department and corresponding Budget Amendment 2.

CN19 Mary Beth Manville, Human Resources Director

Updates to the Town's Position Classification list.

CN20 Jose F. Martinez, III

Interlocal agreement between the Town of Holly Springs and the Town of Apex for Yard Waste Transfer/Removal.

Mayor Gilbert called for a motion to adopt the Consent Agenda. Council Member Mahaffey made the motion; Mayor Pro Tem Dozier seconded the motion.
The motion carried by a 5-0 vote.

REGULAR MEETING AGENDA

Mayor Gilbert stated there was a request from staff to add a Closed Session to consult with the Town Attorney pursuant to G.S. 143-318.11(a)(3) to consult with the Town Attorney to discuss the handling of the matter of Wake County Board of Education v. Town of Apex.

Mayor Gilbert called for a motion to adopt the Regular Agenda. Council Member Gantt made the motion with the requested change; Council Member Killingsworth seconded the motion.
The motion carried by a 5-0 vote.

PUBLIC FORUM

There were no Public Forum comments.

PUBLIC HEARINGS

PH1 Shannon Cox, Long Range Planning Manager

Amendment to the Bicycle and Pedestrian System Plan map south of Humie Olive Road.

Staff oriented Council to the amendment. Planning staff supported the recommendations which were reviewed and supported by other departments. The Parks and Recreation Advisory Commission unanimously recommended approval as well as the Planning Board.

Mayor Gilbert declared the Public Hearing open. With no one wishing to speak, Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to approve the amendment; Council Member Stallings seconded the motion.
The motion carried by a 5-0 vote.

PH2 Shelly Mayo, Planner II

Rezoning Application #21CZ16 Heelan PUD Amendment. The applicant, Jason Barron, seeks to rezone approximately 142.42 acres from Planned Unit Development – Conditional Zoning (PUD-CZ #19CZ21) to Planned Unit Development – Conditional Zoning (PUD-CZ). The proposed rezoning is located at 8824 & 8829 New Hope Farm Road, 3108 & 3120 Olive Farm Road, and 0 Humie Olive Road.

Staff oriented Council to the amendments. A neighborhood meeting was held. The applicant requested four changes which were detailed. The Planning Board and Planning Staff recommended approval.

Staff explained why there was not a need to amend the UDO related to one of the requested conditions. Staff responded to questions about the size of the front porches and questions related to buffers.

Mayor Gilbert declared the Public Hearing open.

Neil Gosh, attorney with the Morningstar Law Group representing the applicant, talked about the requested changes to several conditions which spoke to affordability and attractiveness to the public. He showed depictions of three floor plans to clarify the latter. Council thanked Mr. Gosh for the diversity being offered.

Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion. Mayor Pro Tem Dozier made the motion to approve the application; Council Member Gantt seconded the motion. The motion carried by a 5-0 vote.

PH3 Shelly Mayo, Planner II

2045 Land Use Map amendment and Rezoning Application #21CZ09 Alderwood PUD. The applicant, Jessie Hardesty for McAdams Co., sought to amend the 2045 Land Use Map from Mixed Use: Commercial Services, Office Employment, and High Density Residential to Mixed Use: Commercial Services, Office Employment, and Medium/High Density Residential and rezone approximately 15.3 acres from Rural Residential (RR) to Planned Unit Development – Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1533 Wimberly Road and 7912, 8000 and 8016 Jenks Road.

Staff oriented Council to the amendment and to the site. A neighborhood meeting was held on March 24, 2021. A letter of impact from Wake County Public School System was received; the letter indicated that there would be sufficient capacity for future students. The Environmental Advisory Board suggested zoning conditions which were added to the PUD. The Parks and Recreation Advisory Commission recommended a fee in lieu for the project.

Staff summarized the roads involved with the project in regards to access. Responding to Council, staff stated that no traffic signals were required. The Planning Board recommended approval with an additional condition. Planning Staff recommend approval with the proposed conditions and the proposed PUD.

Jason Barron, an attorney with Morningstar Law Group representing the applicant, further detailed the project. Mr. Barron spoke about affordability and the changes that have occurred to the plan based on recommendations. Mr. Barron addressed the concerns that had been brought forth by Council in regards to RCA, the tree canopy, sidewalks, and a park space.

Council thanked the applicants for their collaboration and communication with the neighbors, which Mr. Barron stated they will continue to do. Council also stated other measures that the applicant has taken in regard to the project.

Mayor Gilbert declared the Public Hearing open. With no one wishing to speak, Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion. Mayor Pro Tem Dozier
made the motion to approve the amendment and rezoning application;
Council Member Gantt seconded the motion.

Mayor Gilbert called for a five-minute break while staff revised wording for inclusion in the motion.

Mayor Pro Tem Dozier amended her motion in effort to protect the tree canopy
accepting $3,000 to a non-profit organization with a mission towards tree preservation
related to that work; Council Member Gantt seconded the amendment.
The motion carried by a 5-0 vote.

PH4 Amanda Bunce, Current Planning Manager
Amendment to the Unified Development Ordinance (UDO) requested by Tutu School Apex related to the Personal Service use in storefront locations downtown.

Staff oriented Council to the amendment. Planning staff recommended approval as did the Planning Board. Staff responded to Council question related to uses.

Laura O'Brien, owner of Tutu School Apex, explained the school's operation and its benefit to the children. She spoke about yearly enrollment and stated that the school operates all year, seven days a week. Ms. O'Brien detailed why she wished to open in Apex, there being a demand from the Apex community. Responding to Council, Ms. O'Brien explained the retail aspect of her business, which is open to the public.

Mayor Gilbert declared the Public Hearing open.

Alexis Jenssen, President of the ADBA, stated that this business aligns with the interest of the ADBA. She discussed the types of businesses which are critical to downtown and the ADBA's desire to work with the UDO. She read a letter from the Board of directors of the ADBA.

Tim Brent, representing Opulent Investment Company, owners of the Highland Building, briefly shared the businesses that have leased a space within the Highland Building. He stated that the Tutu School was the first business that sought space within the property and he has hopes that Council will approve the UDO amendment so that the Tutu School will be able to lease the space in the Highland Building.

Staff clarified that the change would apply to all of the downtown business district. Council expressed concern about downtown being opened up to more franchise businesses and that it may take away the feel of small businesses in the downtown area. During discussion Council determined that the UDO ensured a 10% space limit for franchise businesses.

Council questioned who the letter read by Ms. Jensen was from. Ms. Jensen stated the letter she read was from the board of directors.

Council spoke a bit about the decisions made in 2018 and reiterated the 10% limit. If the downtown plan is executed correctly, then the market should take care of itself. He did not think the previous decision was permanent but incremental.

Council discussed that it appeared as if the UDO was being amended for one building, and it could set a precedent on how similar matters are handled in the future.

Responding to Council, Ms. O'Brien, stated that there was not any other space in the building that would be appropriate and that she would be taking the smallest space available.

Mr. Brent stated that they have turned away several tenants in order to be good neighbors. He stated that the UDO doesn't match the spirit of this use in this particular situation. He stated that they do not want special treatment, but the plan of the building aligns with the downtown plan. Mayor Gilbert stated he supported Mr. Brent and that sometimes changes need to made to be successful, while he also respected the thoughts of his colleagues.

Staff explained that a compromise could be written into the UDO to include the personal service with a retail piece. Staff stated that additional time would be needed to clarify the definition. Council asked that the ADBA be a part of any additional discussion that may take place.

Council asked Ms. O'Brien how this would affect her business plan. She stated that she has been seeking space in Apex for two and a half years. There are some constraints; but as long as a plan is in place, she believed the franchiser will be flexible and will work with her.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to continue to the August 24, 2021 Regular Meeting; Council Member Stallings seconded the motion. Mayor Pro Tem Dozier and Council Members Stallings, Killingsworth, and Mahaffey voted in the affirmative; Council Member Gantt voted against. The motion carried by a 4-1 vote.

OLD BUSINESS

There were no Old Business items.

UNFINISHED BUSINESS

UB1 Lauren Staudenmaier, Planner II

Rezoning Application #21CZ05 Friendship Storage has been withdrawn by the applicant, Terco Properties; the applicant had originally applied to rezone approximately 9.09 acres located at 0 Friendship Road and 2109 Old US 1 Highway (PINs 0730193547 & 0730197850) from Rural Residential (RR) to Tech/Flex-Conditional Zoning (TF-CZ).

Staff stated that the application was withdrawn by the applicant and no further action was necessary.

UB2 Shannon Cox, Long Range Planning Manager

Amendment to the Thoroughfare and Collector Street Plan map in the vicinity of Green Level West Road.

<u>AND</u>

UB3 Shelly Mayo, Planner II

Rezoning Application #21CZ04 Williams Farm PUD. The Public Hearing was held on June 22, 2021 and the vote continued to July 27, 2021. The applicant, Jessie Hardesty from the McAdams Co, sought to rezone approximately 61.919 acres from Rural Residential (RR) to Planned Unit Development – Conditional Zoning (PUD-CZ). The proposed rezoning is located at 4525 Green Level West Road.

Staff briefly reviewed and reoriented Council to the amendment and site. The request was related to Unfinished Business item three. The school system has entered into contract with the property owners to hopefully close by the end of the year. The applicant agreed to all the conditions proposed by the Environmental Advisory Board and all the Land Use requirements. The Planning Board and Planning Staff recommended approval. Staff reviewed the school impact letter and how it will impact the Town.

Mayor Gilbert called for a motion. Council Member Gantt made the motion to approve the amendment and rezoning application; Mayor Pro Tem Dozier seconded the motion.
The motion carried by a 5-0 vote.

NEW BUSINESS

NB1 Colleen Merays, Downtown & Small Business Development Coordinator

Special Event Permit requests and Town Sponsorship requests for 100 People Who Give – PhilanthroParty on Saturday, September 25, 2021.

Staff thanked Council Member Gantt and the Apex Sunrise Rotary Club, and Grant Wilson, the head of the Rotary Club for all their help with Peak Fest. Council stated this was a fundraiser for charity; and staff stated that approximately $30,000 was raised to go back into the community.

Staff explained the request, the purpose of the organization, what the event would entail, and the specifics of the fundraiser. Staff explained that the food trucks tend to enhance and compliment the downtown area and restaurants, and they do not appear to be a determent.

Mayor Gilbert called for a motion. Council Member Gantt made the motion to approve the request; Mayor Pro Tem Dozier seconded the motion.
The motion carried by a 5-0 vote.

NB2 Colleen Merays, Downtown & Small Business Development Coordinator

Ordinances modifying Town Code Section 14-14 as to the Parking Lot and Patio at The Depot, 220 N Salem Street closed for a Special Event during 100 People Who Give – PhilanthroParty on September 25, 2021.

Staff stated the amendment would allow the sale of alcohol on Town property. This ordinance would cover the entire space, as opposed to the area currently identified in the ordinance.

Mayor Gilbert called for a motion. Council Member Gantt made the motion;
Council Member Killingsworth seconded the motion.
The motion carried by a 5-0 vote.

NB3 Laurie Hohe, Town Attorney

Amendments to the Town Code of Ethics for Town Council, Planning Board, and Board of Adjustment members.

Staff explained the amendments that were made. The updates were needed due to the updates to Chapter 160D, and the language was updated and is now gender neutral.

Council provided comments in reference to Section 5 of the document. There may be perception that there is some unfairness in the process in that the developers can meet with Council and those opposed may not know what to do. Section 5 discusses transparency and that there should be a discussion about adding a clause that requires Council and the Planning Board to disclose these meetings or contact to the public.

Council stated that measures have been taken and are continuing to be made to ensure transparency. All developers do not reach out to all Council Members, but sometimes applicant representatives have reached out to certain members. In those particular situations where limited contact is made, then that contact or meeting should be disclosed as well. She stated that we need to ensure people understand processes and procedures, and how to ensure their voices are heard and are properly imbedded within a process. Council stated he assumed all Council Members had been contacted and that they need to be sure to communicate with each other about these types of conversations.

Staff recommended that a sentence be added to clarify that having a meeting with a Council Member does not provide grounds for recusal. Council asked if Council or Staff could do more to communicate and educate with the community. Staff stated that the UDO requirements for notification currently exceed state requirements for neighboring properties.

Mayor Gilbert called for a motion. Council Member Mahaffey made the motion to approve the amendments; Mayor Pro Tem Dozier seconded the motion. The motion carried by a 5-0 vote.

UPDATES BY TOWN MANAGER

Town Manager Crosby stated that she is excited to join the Apex Team. She provided Council with a few updates. The new Housing Program Manager has started working remotely and will join us in person next month. The new Housing Specialist will join us next week. Our new Chief of Police will start on Monday. Town Manager Crosby and the Chief will be out in the community at the end of August and the beginning of September to introduce themselves and visit the neighborhoods. She expressed that we are excited about the Electric Building and the Community Center being finished by the end of August or beginning of September. She acknowledged the Police department win at Peak Fest. Town Manger Crosby thanked Council and stated that she is looking forward to working with everyone.

CLOSED SESSION

CS1 Steve Adams, Easement Acquisition Specialist
Pursuant to NCGS 143-318(a)(5) to give staff direction concerning the Town's negotiating position to acquire real property.

CS2 Laurie Hohe, Town Attorney
Pursuant to NCGS 143-318.11(a)(3) to consult with the Town Attorney to discuss the handling of the matter of Wake County Board of Education v. Town of Apex.

Mayor Gilbert called for a motion to go into Closed Session. Council Member Killingsworth made the motion; Mayor Pro Tem Dozier seconded the motion. The motion carried by a 5-0 vote.

Mayor Gilbert called for a motion to return to Open Session with no objection from Council.

WORK SESSION

There was no Work Session.

ADJOURNMENT

With no further business, Mayor Gilbert adjourned the meeting.

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Donna B. Hosch, MMC, Town Clerk and

Tesa Silver, CMC, Deputy Town Clerk

ATTEST:

_____

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Jacques Gilbert, Mayor

Department(s): Administration

Requested Motion

Motion to approve proposed appointments to the Vision Zero Apex Steering Committee for the purpose of providing oversight to the Task Force in development of the Vision Zero Apex Action Plan.

Approval Recommended?

Yes

Item Details

The Vision Zero Apex Task Force comprised of staff members representing Administration, Public Works, Planning, and Police prepared a list of proposed Steering Committee members. In addition, the Mayor has recommended a member of Planning Board and a member of Town Council to serve on the Steering Committee as identified in the attached list and has reviewed the list. The Steering Committee will provide oversight and represent various stakeholder groups in the community and the region. Staff are requesting Council approval of the proposed appointments.

Following approval of the proposed appointments, the Task Force will contact the potential members to explain the program, expectations for their commitment, and ensure they are willing to serve on the Steering Committee. They will also be invited to a Kickoff Meeting in September which will be followed by development of the Action Plan, including community outreach as part of that effort extending into 2022. For more information on the program visit: Vision Zero | Apex, NC - Official Website (apexnc.org)

The Action Plan will guide future efforts aimed at reducing and eliminating serious injuries and fatalities on Apex streets. The Task Force is currently summarizing 5 years of crash data in preparation for the Kickoff Meeting and has been meeting monthly since April 2020.

Attachments

- Proposed list of Steering Committee Members

Town of Apex Vision Zero Action Plan: Potential Steering Committee Member Candidates

A staff-led Vision Zero Action Plan will kick off this summer. Vision Zero guidance recommends forming a steering committee of varied perspectives and areas of expertise to guide the development of the action plan. Staff have identified the perspectives and potential candidates in the table below for Mayor Gilbert's review. After receiving approval or redirection for these possible appointments to the Steering Committee, staff will extend invitations.

Perspective	Potential Member for Mayor's Consideration	Position	Contact
Apex Chamber of Commerce	Shannon Flaherty	Executive Director	sflaherty@apexchamber.com
Apex Residents: Staff endeavored to identify a manageable number of diverse Apex residents in the hope of representing varied perspectives, experiences, and connections to help us engage the broader community.	Deborah Judd	Apex Resident & former Planning Department staff	debjudd1@bellsouth.net
	Isaac Thompson	Apex Mosque	thompsonisaacb@gmail.com
	Karen Delventhal	Apex Resident	k.delventhal@twc.com 919-367-6780
	Richard Beaver Alternate - Mark Blatchford	Apex Resident Alternate – Apex Resident	rjbeaver164@gmail.com 757.651.4539 Alternate - nmblatchford@hotmail.com 443.286.4294
	Yume Iwakura	Affordable Housing Plan Steering Committee and Apex community member	yume.sapphire@gmail.com
Biking	David Cole	Bike Apex Steering Committee & NC Bicycle Club	dlcole@nc.rr.com
Capital Area MPO	Chris Lukasina	Executive Director	chris.lukasina@campo-nc.us
Low-income	Theo McClammy	Executive Director of Western Wake Crisis Ministry	executivedirector@wwcm.org
NC Vision Zero	Elyse Keefe, MSW, MPH	Road Safety Project Coordinator, UNC Injury Prevention Research Center	ekeefe@email.unc.edu
Parks, Recreation & Cultural Resources Advisory Commission	Matt Carusona	Commission member	m.carusona@gmail.com
Public Health	Rachel Pohlman	Poe Center for Health Education and Active Transportation work group within the NC Alliance for Health (note, Cary resident)	r.pohlman@poehealth.org

Perspective	Potential Member for Mayor's Consideration	Position	Contact
Transit	Stuart Wagner	Transit Advisory Committee Chair	stuartwagner@ymail.com
Wake County Government	Jennifer Delcourt, MPH	Safe Routes to School Coordinator	jennifer.delcourt@wakegov.com
Wake County Public School System Transportation	Bonnie Sluder	Director of Logistics (Routing) and Systems	bsluder@wcpss.net
Planning Board	Tina Sherman	Board member	tinasherman@gmail.com
Town Council	Terry Mahaffey	Council member	terry.mahaffey@apexnc.org

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Motion to set Public Hearing for the August 24, 2021 Town Council meeting regarding Rezoning Application #21CZ13 Evans Road PUD. The applicant Jason Vickers for Beazer Homes, seeks to rezone approximately 34.57 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0, 0, 2921, 2929, 3025, 3027, 3029, 3033 Evans Road, 0, 7616, 7628 Humie Olive Road & 0, 0, 2825, 2828, 2905, 2909, 2912, 2917, 2925 Walden Road.

Approval Recommended?

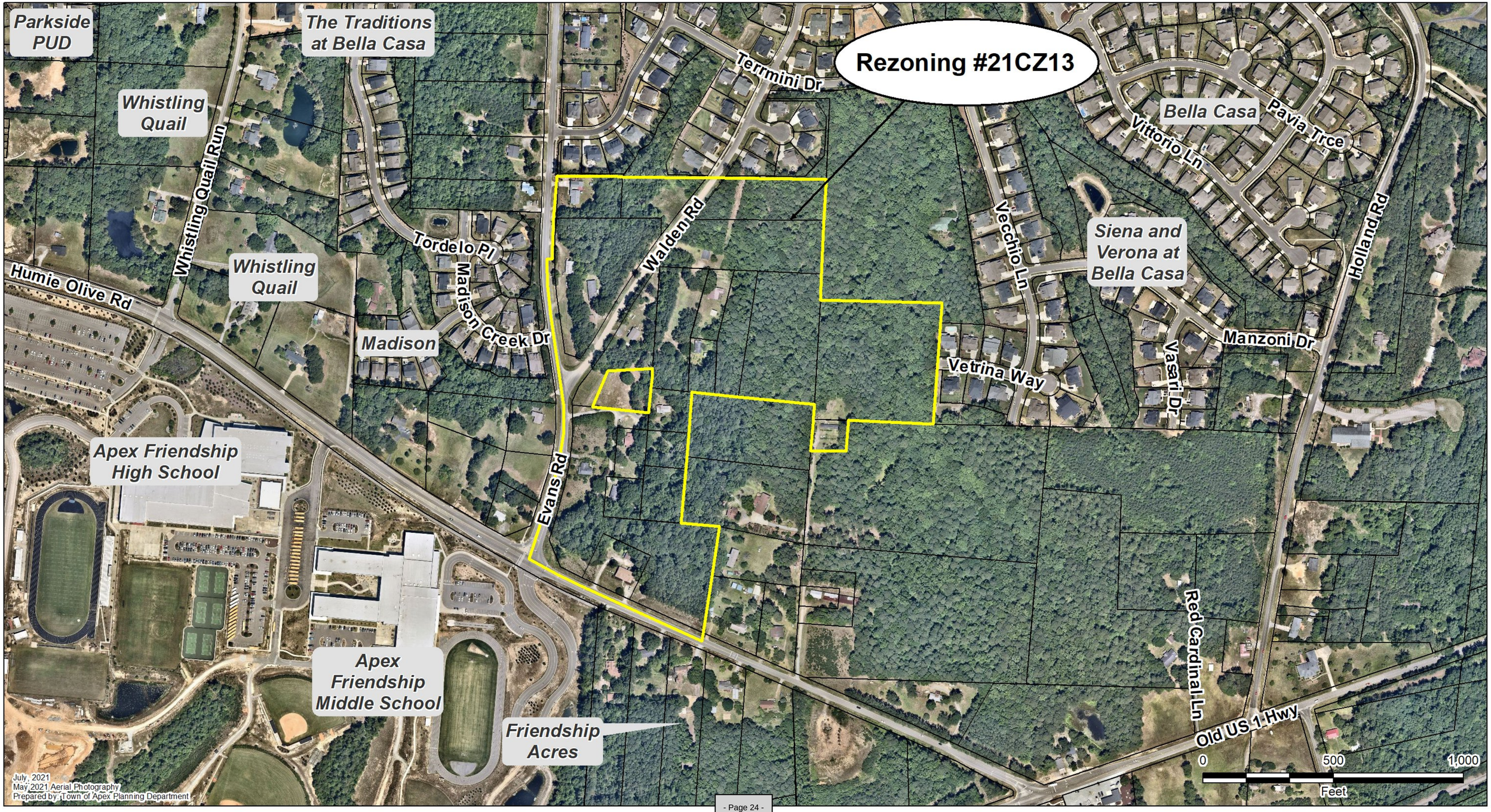
The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0721801110, 0721803174, 0721801336, 0721802377, 0721801553, 0721803505, 0721803619, 0721813022, 0721804836, 0721814170, 0721815061, 0721807948, 0721901910, 0721809611, 0721801975, 0721810212, 0721812581, 0721816313, 0721816591, & 0721719581.

Attachments

- Vicinity Map
- Application


Rezoning #21CZ13
Parkside PUD
The Traditions at Bella Casa
Whistling Quail
Whistling Quail Run
Whistling Quail
Humie Olive Rd
Madison
Tordelo Pl
Madison Creek Dr
Walden Rd
Terrmini Dr
Evans Rd
Vecchio Ln
Vittorio Ln
Bella Casa
Pavia Trce
Siena and Verona at Bella Casa
Holland Rd
Manzoni Dr
Vasari Dr
Vetrina Way
Red Cardinal Ln
Old US 1 Hwy
Apex Friendship High School
Apex Friendship Middle School
Friendship Acres
0
500
1,000
Feet
July, 2021
May 2021 Aerial Photography
Prepared by Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: #21CZ13 Submittal Date: 5-3-21

Fee Paid $ paid Check #

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Evans Road Assembly (formal name TBD)

Address(es): see attached list of properties

PIN(s)

Acreage: 34.573 ac

Current Zoning: RR Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Medium Density & Medium High Density residential

Requested 2045 LUM Designation: no change

See next page for LUM amendment

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: N/A

Area proposed as non-residential development: Acreage:

Percent of mixed use area proposed as non-residential: Percent:

Applicant Information

Name: Beazer Homes - attn: Jason Vickers

Address: 5400 Trinity Road Suite 313

City: Raleigh State: NC Zip: 27607

Phone: (919) 448-6167 E-mail: jason.vickers@beazer.com

Owner Information

Name: see attached list of property owners

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: Peak Engineering & Design, PLLC - attn: Jeff Roach, P.E.

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 E-mail: jroach@peakengineering.com

Other contacts: dwoods@peakengineering.com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: #21CZ13 Submittal Date: 5-3-21

2045 LAND USE MAP AMENDMENT (if applicable)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

N/A

Current 2045 Land Use Classification:

Proposed 2045 Land Use Classification:

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

EVANS ROAD ASSEMBLY

Property Owner – Exhibit 'A'

Lot No.	Property Owner	Contact Information	Property Address	PIN	Real Estate ID (REID)	DB/Pg Reference	Acreage (acres)	Current Zoning
1	Thorpe, Kevin T.	2308 Narrawood Street Raleigh, NC 27614	7628 Humie Olive Road	0721-80-1110	0070641	DB7710 Pg494	0.999	RR
2	MCWILL, LLC	15711 Verdura Ave Paramount, CA 90723	3029 Evans Road	0721-80-3174	0043207	DB 15964 Pg879	6.243	RA
3	Horton, Dione & Robert	P.O. Box 6 Apex, NC 27502	3033 Evans Road	0721-80-1336	0082068	DB17083 Pg18	0.503	RR
4	Sam Walden Heirs	36 Snowflower Lane Willingboro, NJ 08046 c/o Phyllis Mangum	0 Evans Road	0721-80-2377	0183428	DB1761 Pg229	0.764	RR
5	Shirley Lynn Heirs	3317 Lorena Lynn Ct Fuquay Varina, NC 27526 c/o Lisa Lynn	3025 Evans Road	0721-80-1553	0043195	DB 1813 Pg79	0.501	RR
6	Shirley Lynn Heirs	3317 Lorena Lynn Ct Fuquay Varina, NC 27526 c/o Lisa Lynn	0 Evans Road	0721-80-3505	0043230	DB1761 Pg305	0.502	RR
7	Sam Walden Heirs	1305 S. Paxon Street Philadelphia, PA 19143 c/o Hueland Walden	3027 Evans Road	0721-80-3619	0073331	DB1761 Pg229	0.605	RR
8	Joseph Paul Page Heirs	1994 Flint Hill Drive Lawrenceville, GA 30044	0 Walden Road	0721-81-3022	0058177	DB15183 Pg1934 BM1987 PG1241	1.822	RR
9	Joseph B. Shaw Heirs	3747 Corbett Road Mebane, NC 27302 c/o Bonnie Shaw Williams	2921 Evans Road	0721-80-4836	0078415	DB14501 Pg2611	0.473	RR
10	Joyner, Kenneth & Sharon	2909 Walden Road Apex, NC 27502	2909 Walden Road	0721-81-4170	0062891	DB11783 Pg6801	0.635	RR
11	Ivory Lee Harris Heirs	655 Enterprise Dr Apt 137 Rohnert Park, C 94928 c/o Edward Harris	0 Walden Road	0721-81-5061	0028597	DB2807 Pg928	1.122	RR

Lot No.	Property Owner	Contact Information	Property Address	PIN	Real Estate ID (REID)	DB/Pg Reference	Acreage (acres)	Current Zoning
12	Evans, Almie Linwood	1609 N. Myrtle Ave Clearwater, FL 33755	2925 Walden Road	0721-80-7948	0021169	DB2477 Pg189	2.923	RR
13	Thorpe, Kevin T. & Powell, Lathan	2308 Narrawood Street Raleigh, NC 27614	0 Humie Olive Road	0721-90-1910	0056864	DB13996 Pg1271	4.951	RR
14	Thorpe, Kevin T. & Powell, Lathan	2308 Narrawood Street Raleigh, NC 27614	7616 Humie Olive Road	0721-80-9611	0056865	DB13996 Pg1271	0.371	RR
15	Williams, John & Robin	2917 Walden Road Apex, NC 27502	2917 Walden Road	0721-80-1975	0165103	DB15183 Pg1934	1.822	RR
16	Allison, Ronald & Margaret	3305 Evans Road Apex, NC 27502	2912 Walden Road	0721-81-0212	0165100	DB10630 Pg1968	4.082	RR
17	Harris, Willie Larry Sr.	2929 Evans Road Apex, NC 27502	2828 Walden Road	0721-81-2581	0173485	DB14082 Pg2458	1.28	RR
18	Harris, Willie Larry Sr.	2929 Evans Road Apex, NC 27502	2905 Walden Road	0721-81-6313	0089597	DB14082 Pg2467	2.666	RR
19	Harris, Jo Ella W.	2909 Evans Road Apex, NC 27502	2825 Walden Road	0721-81-6591	0082261	DB14614 Pg894	1.732	RR
20	Harris, Willie Larry Sr.	2929 Evans Road Apex, NC 27502	2929 Evnas Road	0721-71-9581	0089594	DB13597 Pg1236	0.92	RR

AREA TOTAL: 34.642 acres
AREA TOTAL (MINUS R/W): 31.501 acres

Applicant and Owners' Representative:
Mr. Jason Vickers – Beazer Homes
5400 Trinity Road Suite 313
Raleigh, NC 27607
(919) 448-6167
jason.vickers@beazer.com

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

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: #21CZ13 Submittal Date: 5-3-21

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	See attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, Nil Ghosh, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 4/30/21 By: [signature]

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

Sworn and subscribed before me, Jeffrey Phillips, a Notary Public for the above State and County, on this the 30th day of April, 2021.

SEAL

JEFFREY PHILLIPS NOTARY My Comm. Exp. 02-24-2024. PUBLIC DURHAM COUNTY, N.C.

[signature]
Notary Public

Jeffrey Phillips
Print Name

My Commission Expires: 02-24-2024

Certified List of Neighboring Property Owners

	Owner	PIN
1	ABBOTT, DOUGLAS B ABBOTT, CYNTHIA A	721705943
2	ALLEN, EVERETTE GRAY ALLEN, LISA K	720893541
3	ALLISON, RONALD A ALLISON, MARGARET L	721810212
4	BASCIANO, CHRISTOPHER A BASCIANO, AMANDA E	721814779
5	BELLA CASA HOMEOWNERS ASSOCIATION INC	721813843
6	BELLA CASA HOMEOWNERS ASSOCIATION INC	721818529
7	BELLA CASA HOMEOWNERS ASSOCIATION INC	721821045
8	BELLA CASA HOMEOWNERS ASSOCIATION INC	721904649
9	BEST, ALISON ANNE BEST, BYRON J	721816770
10	BLODGETT, BRETT BLODGETT, EMILY	721818751
11	BURT, CHARLES TYLER BURT, MARIANNA R	720896485
12	BYE, DARREN BYE, CLAUDINE	721715480
13	CHAMBERLAIN, HOWARD JOHN CHAMBERLAIN, LISA MARIE	721815993
14	CLARK, DONNIE J /TR CLARK, DEBBIE Y /TR	720895858
15	CLARK, DONNIE J TRUSTEE CLARK, DEBBIE Y TRUSTEE	720897818
16	CLARK, DONNIE J TRUSTEE CLARK, DEBBIE Y TRUSTEE	721806153
17	CLARK, ELIZABETH GANELL CLARK, ELIZABETH RENEE	721902492
18	CORDOVA, SEAN CORDOVA, KIMBERLY	721719835
19	DALZELL, MARK E SNYDER-DALZELL, ELIZABETH M	721817674
20	EHLMAN, JOHN HARVEY EHLMAN, JOANN DJ	721903986
21	EVANS, ALMIE LINWOOD	721807948
22	FIEKERS, BRYAN MATTHEW	721903799
23	FLECHA, BENJAMIN FLECHA, GRACE	720890575
24	FOSS, CHRISTIAN M FOSS, DANA Z	721716199
25	FULGHUM, DAVID M FULGHUM, KARLA N	721717335
26	GINSBERG, DREW MICHAEL GINSBERG, JESSICA MARIE	721811774
27	GOLDSTON, JAMES FRANK GOLDSTON, JOYCE LYNN	721705658
28	GOLDSTON, JAMES FRANK GOLDSTON, JOYCE LYNN	721707475
29	GOLDSTON, JAMES FRANK GOLDSTON, JOYCE LYNN	721708602
30	GRAEF, JOHN D GRAEF, TONYA	721810616
31	HARRIS, BELINDA WOODARD	721715592
32	HARRIS, BELINDA WOODARD	721715695
33	HARRIS, IVORY LEE HEIRS	721815061
34	HARRIS, JO ELLA W	721816591
35	HARRIS, WILLIE LARRY SR	721719581
36	HARRIS, WILLIE LARRY SR	721812581
37	HARRIS, WILLIE LARRY SR	721816313
38	HARTLEY, CHRISTOPHER MICHAEL HARTLEY, KRISTEN BEACH	721812849
39	HEINTZ, MICHELE F HEINTZ, MARK J	721717066
40	HENNION, DUANE R HENNION, MELIA K	721810824
41	HENSBERGER, RAYMOND JOSEPH	721818842
42	HICKS, JAMES ALLEN HICKS, LAURA G	721715195

43	HORTON, DIONE HORTON, ROBERT	721801336
44	JENSEN, ERIK J JENSEN, SARA A	721812812
45	JOHNSON, JERRY D JOHNSON, LESLIE S	721716094
46	JONES, CHRISTOPHER T JONES, JULIE H	721715293
47	JOYCE, MICHAEL D TRUSTEE JOYCE, KERRY E TRUSTEE	721915184
48	JOYNER, KENNETH T JOYNER, SHARON ELAINE T	721814170
49	JVI BUILDING & DEVELOPEMNT INC	721719640
50	LASSALLE, SEAN MATTHEW LASSALLE, CHARLENE MELISSA	721706868
51	LYNN, SHIRLEY W HEIRS	721801553
52	LYNN, SHIRLEY W HEIRS	721803505
53	MCCOY, JONAS M MCCOY, CAROL A	720892512
54	MCFARLAND, ROY RICHARD GAO, XIAOLI	721816623
55	MCWILL LLC	721803174
56	METTERS, SEATON M METTERS, INGER	721716471
57	MISKIMON, SCOTT ALAN MARTIN, LAURIE	721915263
58	MORGAN, DEREK P MORGAN, KIMBERLY A	721905775
59	NASH, KEVIN M NASH, KATHRYN R	721906933
60	NOYES, CHAD A NOYES, MILLICENT A	721811608
61	PAGE, JOSEPH PAUL HEIRS	721813022
62	PARIKH, MANJU PARIKH, PRADIP	721813685
63	PECK, JONATHAN	720894498
64	PECK, JONATHAN M PECK, JUNE C	721805387
65	PECK, JONATHAN M PECK, JUNE C	721806612
66	RAINES, MARY EDITH LYNN	721705416
67	ROBINSON, BRADY J. ROBINSON, JENNIFER L.	721904966
68	ROSE, ROBERT PIERCE ROSE, PAMELA ANN	721905945
69	RUCCI, CINDY MILLS	721717236
70	SANDLIN, RYAN D SANDLIN, JULIANNA M	721814732
71	SHAW, JOSEPH B HEIRS	721804836
72	SHELDON, JOHN M SHELDON, CYNTHIA Y	721915411
73	SIMPSON, PETER GOTSHALL, PATRICIA	721904787
74	SPIRITOS, ZACHARY SPIRITOS, AMANDA	721719637
75	STALLINGS, MICHAEL D HOLE, MITZI L	721911553
76	STEWARTS CEMETARY	721801738
77	SUPRANOWITZ, CHRISTOPHER M SUPRANOWITZ, JILLIAN B	721706900
78	THE WAKE COUNTY BOARD OF EDUCATION	720694728
79	THOMAS, BRUCE L	721707209
80	THOMAS, SHANNON THOMAS, DAVID C	721915332
81	THORNE, MICHAEL A THORNE, SHARON KIESEL	721817834
82	THORPE, KEVIN T	721801110
83	THORPE, KEVIN T POWELL, LATHAN	721809611
84	THORPE, KEVIN T POWELL, LATHAN	721901910
85	TRUSTEE OF THE STEELE FAMILY PRIVATE RVCBLE LVNG T	721716028
86	VADAKKEVEEDU, JAYASANKAR TRUSTEE VADAKKEVEEDU, JAYASREE J TRUSTEE	721916005
87	VAN FOSSEN, ADAM PAUL VAN FOSSEN, MARY TERESA	721707837

88	WALDEN, SAM HEIRS	721802377
89	WALDEN, SAM HEIRS	721803619
90	WESTERN WAKE DEVELOPMENT LLC	721706822
91	WESTERN WAKE DEVELOPMENT LLC	721717295
92	WILLIAMS, JOHN R WILLIAMS, ROBIN C	721801975
93	WILSON, ANTHONY C WILSON, JENNIFER J	721707898
94	YBARRA, CARLOS ANTONIO YBARRA, MOLLY FALK	721815816

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: #21CZ13 Submittal Date: 5-3-21

Fee for Initial Submittal: No Charge Fee for Name Change after Approval: $500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A $500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green•, Hills	Crossing(s), Plaza, Station, Village(s)

•excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: #21CZ13 Submittal Date: 5-3-21

Proposed Subdivision/Development Information

Description of location: Evans Road Assembly - located east of Evans Road, north of Humie Olive Road

Nearest intersecting roads: Evans Road at Walden Road

Wake County PIN(s): See attached list

Township: Buckhorn

Contact Information (as appropriate)

Contact person: Peak Engineering & Design, PLLC - attn: Jeff Roach

Phone number: (919) 439-0100 Fax number: N/A

Address: 1125 Apex Peakway, Apex, NC 27502

E-mail address: jroach@peakengineering.com

Owner: see attached list

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

Proposed Subdivision/Development Name

1st Choice: _____

2nd Choice *(Optional)*: _____

Town of Apex Staff Approval:

_____ _____

Town of Apex Planning Department Staff Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: #21CZ13 Submittal Date: 5-3-21

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Evans Road Assembly (formal name TBD)

(the "Premises")

The Town of Apex offers to provide you with electric utilities on the terms described in this Offer & Agreement. If you accept the Town's offer, please fill in the blanks on this form and sign and we will have an Agreement once signed by the Town.

BEAZER HOMES, the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER:	BEAZER HOMES	TOWN OF APEX	
BY:	Authorized Agent	BY:	Authorized Agent
DATE:	4/30/21	DATE:	

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Kevin T. Thorpe is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 7628 Humie Olive Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Kevin T. Thorpe

Kevin T. Thorpe — 3/30/2021

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Kevin T. Thorpe (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 7628 Humie Olive Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/21/1997, and recorded in the Wake County Register of Deeds Office on 10/21/1997, in Book 7710 Page 494.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/21/1997, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/21/1997, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of March, 2021.

Kevin T. Thorpe (seal)

Kevin T Thorpe

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that Kevin T Thorpe, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Kevin T Thorpe, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

BARBARA J HEWETT NOTARY PUBLIC WAKE COUNTY, NC MY COMMISSION EXPIRES JULY 19, 2021

[NOTARY SEAL]

Barbara J. Hewett
Notary Public
State of North Carolina
My Commission Expires: July 19, 2021

PIN 0721-80-3174

~~PIN# 0721-80-3171~~

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

MCWILL, LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 3029 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Lindsey J. McClamb, Jr. Manager

LINDSEY J. McCLAMB, JR. MANAGER 4-1-2021

Type or print name Date

_____

_____ _____

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, MCWILL, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3029 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/30/2015, and recorded in the Wake County Register of Deeds Office on 3/30/2015, in Book 15964 Page 879.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/30/2015, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/30/2015, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 2nd day of APRIL, 2021.

Lindsey J. McClamb, Jr. manager (seal)

Lindsey J. McClamb, JR. MANAGER

Type or print name

STATE OF ~~NORTH CAROLINA~~ CALIFORNIA

COUNTY OF LOS ANGELES

I, the undersigned, a Notary Public in and for the County of LOS ANGELES, hereby certify that ULISES ZARCO (NOTARY PUBLIC) Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's LINDSEY J. MCCLAMB JR, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ULISES ZARCO
Notary Public - California
Los Angeles County
Commission # 2310915
My Comm. Expires Nov 21, 2023

[NOTARY SEAL]

Notary Public

State of ~~North Carolina~~ CALIFORNIA

My Commission Expires: NOV. 21, 2023

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Dione & Robert Horton is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 3033 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Robert Horton

Robert Horton 5/01/2021

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Dione & Robert Horton (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3033 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/29/2018, and recorded in the Wake County Register of Deeds Office on 3/29/2018, in Book 17083 Page 18.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/29/2018, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/29/2018, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of May, 2021.

Robert Horton (seal)

Robert Horton

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Robert Horton, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N C Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Jessica M. Hathaway
NOTARY PUBLIC
Wake County, NC
My Commission Expires December 27, 2022
[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 12/27/2022

PIN# 0721-80-2377
0721-80-3619

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Sam Walden Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 0 & 3027 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

[signature]

HUELAND WALDEN 4/9/21

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Sam Walden Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 & 3027 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/4/1994, and recorded in the Wake County Register of Deeds Office on 3/4/1994, in Book 1761 Page 229.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/4/1994, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/4/1994, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 9th day of April, 2021.

Hueland Walden (seal)

Type or print name

STATE OF ~~NORTH CAROLINA~~ Pennsylvania
COUNTY OF Phila

I, the undersigned, a Notary Public in and for the County of Phila, hereby certify that Hueland Walden, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's PA Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Commonwealth of Pennsylvania - Notary Seal
Lois Napper, Notary Public
Philadelphia County
My commission expires July 18, 2022
Commission number 1119050
Member, Pennsylvania Association of Notaries

[NOTARY SEAL]

Notary Public
State ~~of North Carolina~~ Pennsylvania
My Commission Expires: 7/18/22

PIN# 0721-80-2377
0721-80-3619

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Sam Walden Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 & 3027 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

_____

_____ _____
Type or print name Date

Phyllis Mangum
PHYLLIS MANGUM 4-2-21
Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Sam Walden Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 & 3027 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/4/1994, and recorded in the Wake County Register of Deeds Office on 3/4/1994, in Book 1761 Page 229.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/4/1994, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/4/1994, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 2 day of April, 2021.

KATHY K PIET (seal)
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2401697
MY COMMISSION EXPIRES OCT. 26, 2025

Kathy K Piet
Type or print name

STATE OF ~~NORTH CAROLINA~~ New Jersey
COUNTY OF Burlington

I, the undersigned, a Notary Public in and for the County of Burlington hereby certify that NJ Drivers Lic. of Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Phyllis Mangum, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

KATHY K PIET
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2401697
MY COMMISSION EXPIRES OCT. 26, 2025
[NOTARY SEAL]

Kathy K Piet
Notary Public
State of ~~North Carolina~~ New Jersey
My Commission Expires: 10-26-2025

PIN# 0721-80-1553
0721-80-3505

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Shirley Lynn Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 0 & 3025 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Edna J. Byrd

Edna J. Byrd — March 31 2021

Type or print name — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Shirley Lynn Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 & 3025 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 4/26/2018, and recorded in the Wake County Register of Deeds Office on 4/26/2018, in Book 1813 & 1761 Page 79 & 305.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 4/26/2018, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 4/26/2018, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 31 day of March, 2021.

Edna J Byrd (seal)

Edna J. Byrd

Type or print name

STATE OF ~~NORTH CAROLINA~~ FLORIDA
COUNTY OF LAKE

I, the undersigned, a Notary Public in and for the County of LAKE, hereby certify that Edna J Byrd, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's FL D.L., personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL] DENISE L. MARRERO NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires April 29, 2023 No. GG 302683

Denise L Marrero

Notary Public

State of ~~North Carolina~~ FLORIDA

My Commission Expires: 4/29/2023

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Joseph Paul Page Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Beverly P. Ramos

Beverly P. Ramos April 5, 2021

Type or print name Date

_____

_____ _____

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Joseph Paul Page Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1992, and recorded in the Wake County Register of Deeds Office on 1/1/1992, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1992, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1992, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of April, 2021.

Beverly P. Ramos (seal)

Beverly P. Ramos

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Beverly P. Ramos, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Driver License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Notary Public
State of North Carolina
My Commission Expires: 5/29/2023

[NOTARY SEAL]

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Joseph Paul Page Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Fredrick Carl Clay

Fredrick Carl Clay — Type or print name — 3/30/2021 — Date

_____ Type or print name — _____ Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Joseph Paul Page Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1992, and recorded in the Wake County Register of Deeds Office on 1/1/1992, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1992, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1992, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of March, 2021.

Fredrick Carl Clay (seal)

Fredrick Carl Clay
Type or print name

STATE OF ~~NORTH CAROLINA~~ South Carolina
COUNTY OF Richland

I, the undersigned, a Notary Public in and for the County of Richland, hereby certify that Fredrick C. Clay, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's SC Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]

WAYNE JEFFERSON NOTARY PUBLIC MAY 17, 2023 STATE OF SOUTH CAROLINA

Wayne Jefferson
Notary Public
State of ~~North Carolina~~ South Carolina
My Commission Expires: 5/17/2023

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Joseph Paul Page Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Queen Monk

QUEEN MONK — 4-6-21

Type or print name — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Joseph Paul Page Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1992, and recorded in the Wake County Register of Deeds Office on 1/1/1992, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1992, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1992, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 6 day of April, 2021.

Queen Monk (seal)

QUEEN MONK

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Queen Monk, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

TROY K. WEISNER NOTARY PUBLIC WAKE COUNTY, NC

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 1/20/2023

AGENT AUTHORIZATION FORM

Application #: #21CZ13 **Submittal Date:** 5-3-21

Joseph Paul Page Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Pattie Page Mims by Linda Funke Johnson, Guardian of the Estate

Pattie Page Mims by Linda Funke Johnson, Guardian of Estate — Type or print name — 4/26/2021 — Date

_____ Type or print name — _____ Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 **Submittal Date:** 5-3-21

The undersigned, Now or Formally Joseph Paul Page Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1992, and recorded in the Wake County Register of Deeds Office on 1/1/1992, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1992, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1992, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26th day of April, 2021

Pattie Page Mims by Linda Funke Johnson, Guardian of the Estate (seal)

Pattie Page Mims by Linda Funke Johnson, Guardian of Estate
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Harnett, hereby certify that Linda Funke Johnson Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N/A, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

JESSICA B. RIMBEY NOTARY PUBLIC HARNETT COUNTY, NC Comm. Exp. 7-12-2022

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 7/12/2022

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Joseph Paul Page Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Whitney Rich — 4-7-2021

Type or print name — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Joseph Paul Page Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1992, and recorded in the Wake County Register of Deeds Office on 1/1/1992, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1992, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1992, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 7th day of April, 2021.

(seal)

Whitney Rich

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Whitney Rich, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

HERBERT E. TATUM III NOTARY PUBLIC DURHAM COUNTY, NC

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 9-24-2022

PIN# 0721-80-4836

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Joseph B. Shaw Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2921 Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Bonnie Shaw Williams 5-3-21

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or Formally Joseph B. Shaw Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2921 Evans Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 6/8/2019, and recorded in the Wake County Register of Deeds Office on 6/8/2019, in Book 14501 Page 2611.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 6/8/2019, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 6/8/2019, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3 day of May, 2021.

Falger M Blackwell, II
Notary Public
Alamance County, NC
My Commission Expires January 09, 2025

(Seal)

Bonnie Shaw Williams

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, the undersigned, a Notary Public in and for the County of Alamance, hereby certify that Bonnie Shaw Williams, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Falger M Blackwell, II
Notary Public
Alamance County, NC
My Commission Expires January 09, 2025

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 1-9-2025

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Kenneth & Sharon Joyner is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 2909 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Kenneth T Joyner

Kenneth T Joyner — 04/05/2021

Type or print name — Date

Sharon Elaine T. Joyner

Sharon Elaine T. Joyner — 04/05/2021

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Kenneth & Sharon Joyner (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2909 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/23/2006, and recorded in the Wake County Register of Deeds Office on 1/23/2006, in Book 11783 Page 6801.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/23/2006, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/23/2006, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property. 5th EJ

This the ~~6th~~ day of April, 2021.

Sharon Elaine T. Joyner
Kenneth T Joyner (seal)

Kennett Joyner Sharon Elaine T. Joyner
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that ELAINE THOMAS JOYNER & KENNETH TERRY JOYNER, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NORTH CAROLINA DRIVER LICENSE, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

JOSHUA M SEALE
Notary Public
Wake Co., North Carolina
My Commission Expires Dec. 19, 2024

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: DECEMBER 19th 2024

PIN# 0721-81-5061

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Ivory Lee Harris Heirs is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 0 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

03/16/2013 02:11 7075861183 THE UPS STORE 2392 PAGE 02/05

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Now or formally Ivory Lee Harris Heirs (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/12/2001, and recorded in the Wake County Register of Deeds Office on 3/12/2001, in Book 2807 Page 928.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/12/2001, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/12/2001, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 28 day of April, 20 21.

(seal)

Edward Lavert Harris

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public in and for the County of _____, hereby certify that _____, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

SEE ATTACHED NOTARY FORM

Notary Public
State of North Carolina
My Commission Expires: _____

[NOTARY SEAL]

03/16/2013 02:11 7075861183 THE UPS STORE 2392 PAGE 04/05

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

On 4/28/2021 (Date) before me, Lauren DoLann Whitehead Notary (Here Insert Name and Title of the Officer)

personally appeared Edward Levert Harris (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAUREN DOLANN WHITEHEAD
Notary Public - California
Sonoma County
Commission # 2225636
My Comm. Expires Dec 17, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lauren DoLann Whitehead
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Affidavit of Ownership
Document Date: 4/28/2021 Number of Pages: ____
Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____	Signer's Name: ____
☐ Corporate Officer — Title(s): ____	☐ Corporate Officer — Title(s): ____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: ____	☐ Other: ____
Signer Is Representing: ____	Signer Is Representing: ____

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03/16/2013 02:11 7075861183 THE UPS STORE 2392 PAGE 05/05

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Almie Linwood Evans is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2925 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Laurel E. Braswell

Laurel E. Braswell — 03/30/2021

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Almie Linwood Evans (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2925 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1977, and recorded in the Wake County Register of Deeds Office on 1/1/1977, in Book 2477 Page 189.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1977, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1977, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30th day of March, 2021

Laurel E. Braswell (seal)

LAUREL E. BRASWELL

Type or print name

STATE OF ~~NORTH CAROLINA~~ FLORIDA

COUNTY OF PINELLAS

I, the undersigned, a Notary Public in and for the County of PINELLAS, hereby certify that LAUREL E. BRASWELL, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's LAUREL E. BRASWELL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

NOTARY PUBLIC
MICHELE M. SAKSA
Notary Public. State of Florida
Commission# GG 172486
My comm. expires Jan. 23. 2022

Notary Public FLORIDA
State of ~~North Carolina~~
My Commission Expires: JAN 23, 2022

[NOTARY SEAL]

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Almie Linwood Evans is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2925 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Twana E. Jones

TWANA E. JONES — 4/14/21

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Almie Linwood Evans (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2925 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1977, and recorded in the Wake County Register of Deeds Office on 1/1/1977, in Book 2477 Page 189.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1977, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1977, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 14th day of APRIL, 2021.

Twana E. Jones (seal)

~~Twa~~ TWANA E. JONES

Type or print name

STATE OF ~~NORTH CAROLINA~~ SC

COUNTY OF Anderson

I, the undersigned, a Notary Public in and for the County of Anderson, hereby certify that Twana E Jones, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's SCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

NANCY K. SMITH COMM. EXP. NOTARY PUBLIC OCTOBER 11, 2029 SOUTH CAROLINA

[NOTARY SEAL]

Nancy K. Smith

Notary Public
State of North Carolina
My Commission Expires: 10-11-2029

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Almie Linwood Evans is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2925 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

_____

_____ _____
Type or print name Date

_____

_____ _____
Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Almie Linwood Evans ESTATE (the "Affiant") first being duly sworn, hereby swears or affirms as follows: Lynne Robinson

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2925 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/1/1977, and recorded in the Wake County Register of Deeds Office on 1/1/1977, in Book 2477 Page 189.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/1/1977, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/1/1977, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 13 day of April, 2021.

Lynne E Robinson (seal)

LYNNE E ROBINSON

Type or print name

STATE OF ~~NORTH CAROLINA~~ Florida
COUNTY OF Pinellas

I, the undersigned, a Notary Public in and for the County of Pinellas, hereby certify that _____, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

State of Florida, County of Pinellas
The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 13 day of 04 20 21 by Lynne Robinson
Type of ID produced FLDL
or is personally known to me
Notary Signature (NOTARY SEAL) Joseph Myers

Joseph Myers
Notary Public
State of ~~North Carolina~~ Florida
My Commission Expires: 02·26·2023

JOSEPH MYERS
MY COMMISSION # GG 306092
EXPIRES: February 26, 2023

PIN# 0721-90-1910
0721-80-9611

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Kevin T. Thorpe & Lather W. Powell is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 & 7616 Humie Olive Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Kevin T. Thorpe — 3/30/2021

Type or print name — Date

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Kevin T. Thorpe & Lathan Powell (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 & 7616 Humie Olive Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2/11/2011, and recorded in the Wake County Register of Deeds Office on 2/11/2011, in Book 13996 Page 1271.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2/11/2011, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2/11/2011, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of March, 2021.

Kevin T. Thorpe (seal)

Kevin T Thorpe

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Kevin T Thorpe, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Kevin T Thorpe, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Barbara J. Hewett

Notary Public
State of North Carolina
My Commission Expires: July 19, 2021

BARBARA J HEWETT
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 19, 2021
WAKE COUNTY, NC

[NOTARY SEAL]

PIN# 0721-90-1910
0721-80-9611

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Kevin T. Thorpe & Lather W. Powell is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 & 7616 Humie Olive Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Lather W. Powell Sr.

Lather W. Powell Sr. 4-13-2021

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Kevin T. Thorpe & Lather W. Powell (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 & 7616 Humie Olive Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2/11/2011, and recorded in the Wake County Register of Deeds Office on 2/11/2011, in Book 13996 Page 1271.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2/11/2011, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2/11/2011, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 13 day of April, 20 21.

Lather W. Powell, Sr. ~~(seal)~~

Lather W. Powell Sr.

Type or print name

STATE OF ~~NORTH CAROLINA~~ Georgia

COUNTY OF Gwinnett

I, the undersigned, a Notary Public in and for the County of Walton, hereby certify that Lather W. Powell Sr, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

HEATHER BROOKSHIRE NOTARY PUBLIC WALTON COUNTY, GEORGIA

[NOTARY SEAL]

Heather Brookshire

Notary Public Georgia
State of ~~North Carolina~~
My Commission Expires:

Heather Brookshire
NOTARY PUBLIC
Walton County, GEORGIA
My Commission Expires 11/04/2023

PIN# 0721-80-1975

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

John & Robin Williams is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2917 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

John R Williams
John R Williams — Type or print name — 4/3/21 Date

Robin C Williams
Robin C Williams — Type or print name — 4-3-21 Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, John & Robin Williams (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2917 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/14/2013, and recorded in the Wake County Register of Deeds Office on 3/14/2013, in Book 15183 Page 1934.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/14/2013, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/14/2013, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3 day of April, 20 21.

Robin C Williams John R Williams (seal)

Robin C Williams John R Williams

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that JOHN RICHARD WILLIAMS JR & ROBIN CHRISTINE WILLIAMS, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's North Carolina Driver Licenses, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

JOSHUA M SEALE
Notary Public
Wake Co., North Carolina
My Commission Expires Dec. 19, 2024

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: DECEMBER 19th 2024

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Ronald & Margaret Allison is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2912 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Ronald A Allison

Ronald A Allison — Type or print name — 3/30/2021 — Date

Margaret L Allison

Margaret L. Allison — Type or print name — 3/30/21 — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Ronald & Margaret Allison (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2912 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/16/2004, and recorded in the Wake County Register of Deeds Office on 1/16/2004, in Book 10630 Page 1968.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/16/2004, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/16/2004, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30th day of March, 2021.

Ronald + Margaret Allison (seal)

Ronald + Margaret Allison
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Ronald + Margaret Allison, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

3/30/2021

Troy C. Lindsey
Notary Public
State of North Carolina
My Commission Expires: 11.23.2025

[NOTARY SEAL] TROY C LINDSEY NOTARY PUBLIC My Commission Expires 11-23-2025 LEE COUNTY, NC

PIN# 0721-81-2581
0721-81-6313

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Willie Larry Harris Sr. is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2828 & 2905 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Willie Larry Harris, Sr

Willie Larry Harris, Sr — 4/21/2021

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Willie Larry Harris Sr. (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2828 & 2905 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 9/23/2010, and recorded in the Wake County Register of Deeds Office on 9/23/2010, in Book 14082 Page 2458 & 2467.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 9/23/2010, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 9/23/2010, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21st day of April, 2021.

Willie Larry Harris Sr (seal)

Willie Larry Harris Sr

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Willie Larry Harris Sr, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC DL# 2081475, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

LEESA SEAGROVES NOTARY PUBLIC WAKE COUNTY, NC [NOTARY SEAL]

Leesa Seagroves
Notary Public
State of North Carolina
My Commission Expires: 06/10/2025

PIN# 0721-81-6591

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Jo Ella W. Harris is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2825 Walden Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Jo Ella W. Harris

JO ELLA W. HARRIS — Type or print name — April 1, 2021 — Date

_____ Type or print name — _____ Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 Submittal Date: 5-3-21

The undersigned, Jo Ella W. Harris (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2825 Walden Road, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 1/17/2012, and recorded in the Wake County Register of Deeds Office on 1/17/2012, in Book 14614 Page 894.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 1/17/2012, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 1/17/2012, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of April, 2021.

Jo Ella W. Harris (seal)

Jo Ella W. Harris

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Chatham, hereby certify that Jo Ella W. Harris, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Known, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

CARLA R. BRYANT
Notary Public - North Carolina
Chatham County
My Commission Expires Jan 15, 2025

Carla R. Bryant
Notary Public
State of North Carolina
My Commission Expires: 01/15/2025

[NOTARY SEAL]

PIN# 0721-71-9581

AGENT AUTHORIZATION FORM

Application #: #21CZ13 Submittal Date: 5-3-21

Willie Larry Harris Sr. is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: ~~2029~~ 2029 Willie Evans Road, Apex, NC 27502

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)*

Willie Larry Harris Sr

Willie Larry Harris Sr — Type or print name — 4/21/2021 — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: #21CZ13 **Submittal Date:** 5-3-21

The undersigned, Willie Larry Harris Sr. (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at ~~2029~~ 2929 Evans Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property"). WLHS

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 6/25/2009, and recorded in the Wake County Register of Deeds Office on 6/25/2009, in Book 13597 Page 1236.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 6/25/2009, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 6/25/2009, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21st day of April, 2021.

Willie Larry Harris Sr (seal)

Willie Larry Harris, Sr

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Willie Larry Harris Sr., Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL# 2081475, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

LEESA SEAGROVES NOTARY PUBLIC WAKE COUNTY, NC

[NOTARY SEAL]

Leesa Seagroves

Notary Public
State of North Carolina
My Commission Expires: 06/10/2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

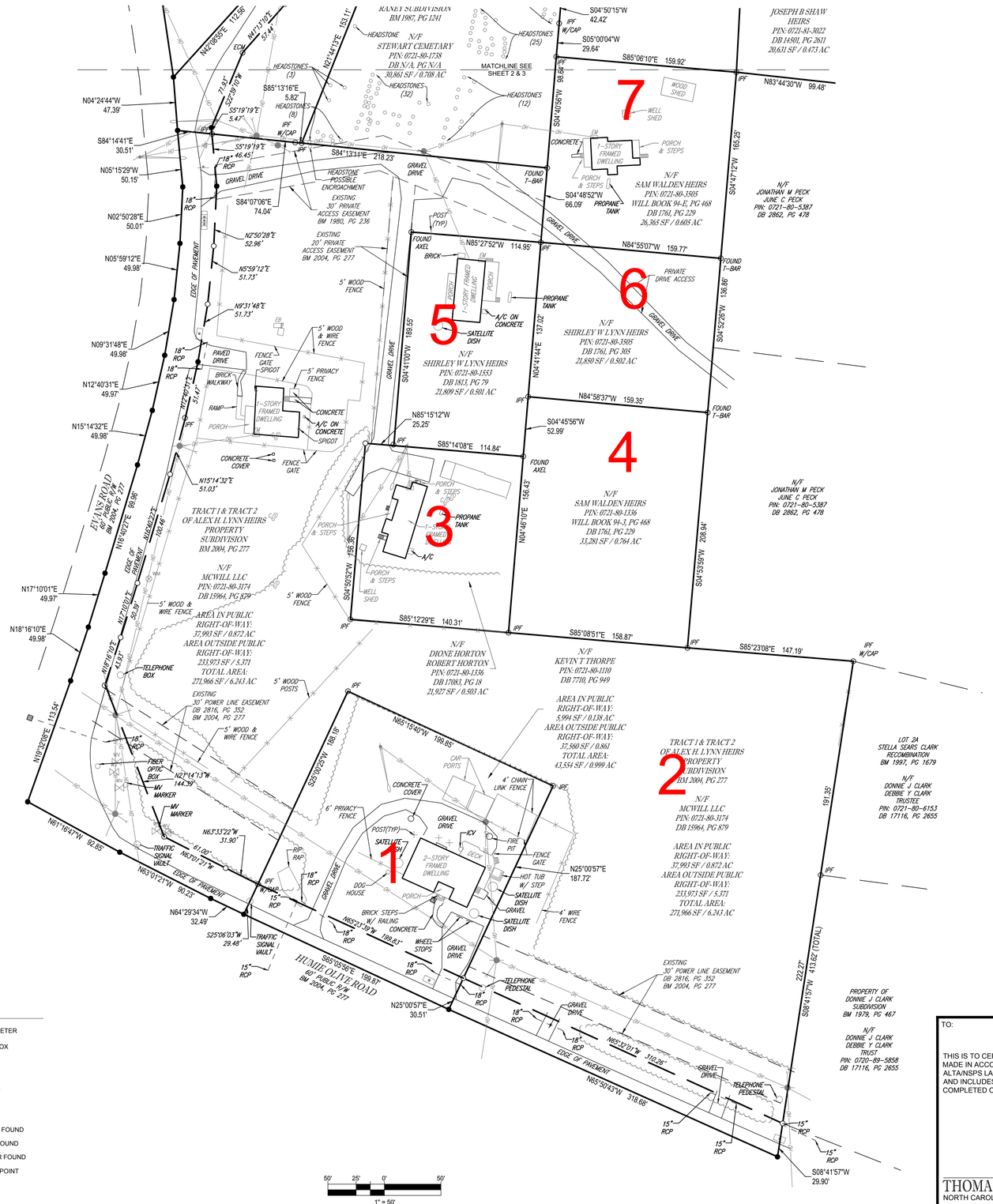
Application #: #21CZ13 Submittal Date: 5-3-21

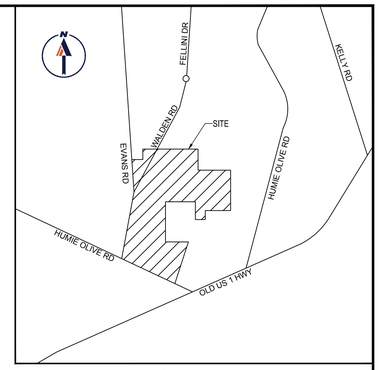
Insert legal description below.

1. Kevin T. Thorpe - 0721-80-1110 - DB 7710 Pg4 94
2. MCWILL, LLC - 0721-80-3174 - DB 15964 Pg 879
3. Dione & Robert Horton - 0721-80-1336 - DB 17083 Pg 18
4. Sam Walden Heirs - 0721-80-1336 - DB 1761 Pg 229
5. Shirley Lynn Heirs - 0721-80-1553 - DB 1813 Pg 79
6. Shirley Lynn Heirs - 0721-80-3505 - DB 1761 Pg 305
7. Sam Walden Heirs - 0721-80-3619 - DB 1761 Pg 229
8. Joseph Paul Page Heirs - 0721-81-3022 - DB 15183 Pg 1934
9. Joseph B. Shaw Heirs - 0721-80-4836 - DB 14501 Pg 2611
10. Kenneth & Sharon Joyner - 0721-81-4170 - DB 11783 Pg 6801
11. Ivory Lee Harris Heirs - 0721-81-5061 - DB 2807 Pg 928
12. Almie Linwood Evans - 0721-80-7948 - DB 2477 Pg 189
13. Kevin T. Thorpe & Lathan Powell - 0721-90-1910 - DB 13996 Pg 1271
14. Kevin T. Thorpe & Lathan Powell - 0721-80-9611 - DB 13996 Pg 1271
15. John & Robin Williams - 0721-80-1975 - DB 15183 Pg 1934
16. Ronald & Margaret Allison - 0721-81-0212 - DB 10630 Pg 1968
17. Willie Larry Harris Sr. - 0721-81-2581 - DB 14082 Pg 2458
18. Willie Larry Harris Sr. - 0721-81-6313 - DB 14082 Pg 2467
19. Jo Ella W. Harris - 0721-81-6591 - DB 14614 Pg 894
20. Willie Larry Harris Sr. - 0721-71-9581 - DB 13597 PG 1236

NOTES:

1. THE FIRM HAS RELIED UPON TITLE REPORT FURNISH BY INVESTORS TITLE INSURANCE COMPANY TITLE COMMITMENT: XXXXXXXXXXXX DATED *MONTH-DAY-YEAR-TIME*, WHILE AND IN PREPARING THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY TITLE EXCEPTIONS NOT DISCLOSED BY THE REFERENCED TITLE COMMITMENT.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM.
6. RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
7. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PRE THE NCVRS NETWORK.
8. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
9. VERTICAL DATUM SHOWN HEREON IS NAVD88.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072100J, PANEL 0721 EFFECTIVE DATE MAY 2, 2006.





LOCATION MAP
NOT TO SCALE

REFERENCES:

DB XXXX, PG XXXX

SURVEYOR CERTIFICATION

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

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH TITLE 21, CHAPTER 56, NCAC, AS AMENDED.

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

(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
(4) DATES OF SURVEY: FEBRUARY 14, 2020 - FEBRUARY 20, 2020
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999891069
(9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS 5TH DAY OF MARCH A.D., 2020.

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

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SURVEYOR NC L-3920

LEGEND

	LINE SURVEYED		ELECTRIC METER
	RIGHT-OF-WAY SURVEYED		ELECTRIC BOX
	LINE NOT SURVEYED		SIGN
	FENCE		MAIL BOX
	WOODLINE		AREA LIGHT
OH	OVERHEAD WIRES		CLEAN OUT
	UTILITY POLE	CMF	CONCRETE MONUMENT FOUND
	GUY WIRE	IPF	IRON PIPE FOUND
	SANITARY MANHOLE	IRF	IRON REBAR FOUND
	WATER MANHOLE		COMPUTED POINT
	STORM DRAINAGE GRATE		
	FLARED END SECTION		

50' 25' 0' 50'
1" = 50'

TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7(A), 8, 9, 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 17, 2020.

THOMAS E. TEABO, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. L-3920

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

ALTA/NSPS LAND TITLE SURVEY
FOR
BEAZER HOMES, LLC
PINS: 0721-81-2581, 0721-81-6591, 0721-81-6313, 0721-81-0212, 0721-80-1975, 0721-81-3022, 0721-81-4170, 0721-80-4836, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-3619, 0721-80-3505, 0721-80-2377, 0721-80-1336, 0721-80-1553, 0721-80-3174, 0721-80-1110
TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

BOHLER
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■ BALTIMORE, MD ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC

FILE NO.					
NS201007					
DATE 03/05/2020					
FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE
02/20/2020	RJ	JT	TET	TET	1" = 50'

DWG. NO. 1 OF 3

BOHLER ENGINEERING ALL RIGHTS RESERVED
THE CONTENTS, DESIGN OR PLAN DOCUMENT, INSTRUMENTS OF SERVICE, IS FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED

NOTES:

1. THE FIRM HAS RELIED UPON TITLE REPORT FURNISH BY INVESTORS TITLE INSURANCE COMPANY TITLE COMMITMENT: XXXXXXXXXXXX DATED *MONTH-DAY-YEAR-TIME*, WHILE AND IN PREPARING THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY TITLE EXCEPTIONS NOT DISCLOSED BY THE REFERENCED TITLE COMMITMENT.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
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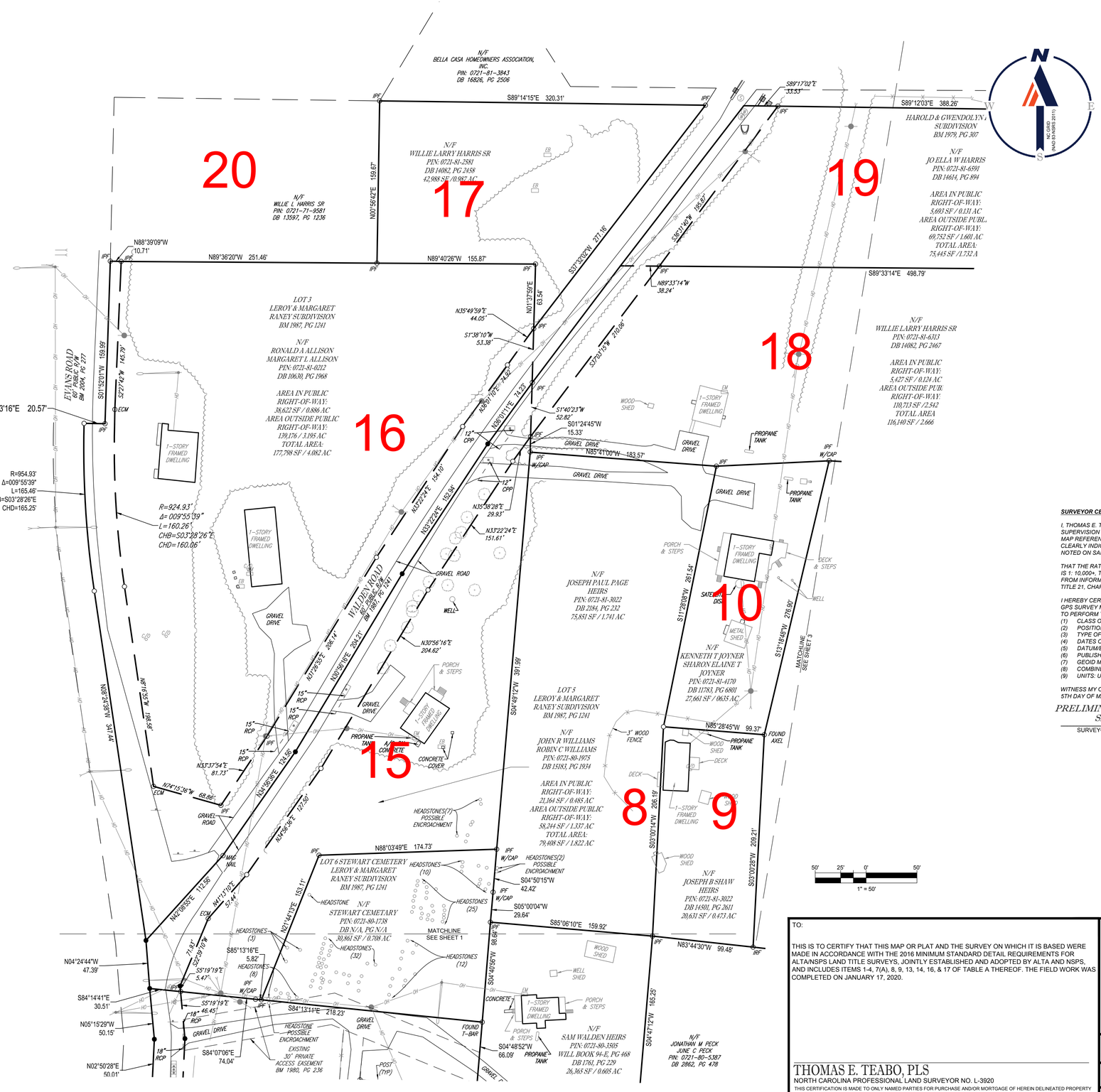

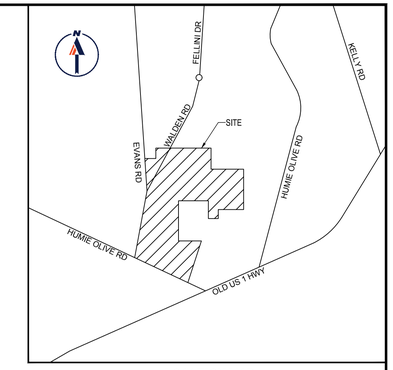

LOCATION MAP
NOT TO SCALE

LEGEND

	LINE SURVEYED	EM	ELECTRIC METER
	RIGHT-OF-WAY SURVEYED	EB	ELECTRIC BOX
	LINE NOT SURVEYED		SIGN
	FENCE		MAIL BOX
	WOODLINE		AREA LIGHT
OH	OVERHEAD WIRES		CLEAN OUT
	UTILITY POLE	CMF	CONCRETE MONUMENT FOUND
	GUY WIRE	IPF	IRON PIPE FOUND
	SANITARY MANHOLE	IRF	IRON REBAR FOUND
	WATER MANHOLE		COMPUTED POINT
	STORM DRAINAGE GRATE		
	FLARED END SECTION		

SURVEYOR CERTIFICATION

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

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

(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
(4) DATES OF SURVEY: FEBRUARY 14, 2020 - FEBRUARY 20, 2020
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999891069
(9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS 5TH DAY OF MARCH A.D., 2020.

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SURVEYOR NC L-3920

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

TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7(A), 8, 9, 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 17, 2020.

THOMAS E. TEABO, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. L-3920

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

ALTA/NSPS LAND TITLE SURVEY
FOR
BEAZER HOMES, LLC

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

TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

BOHLER
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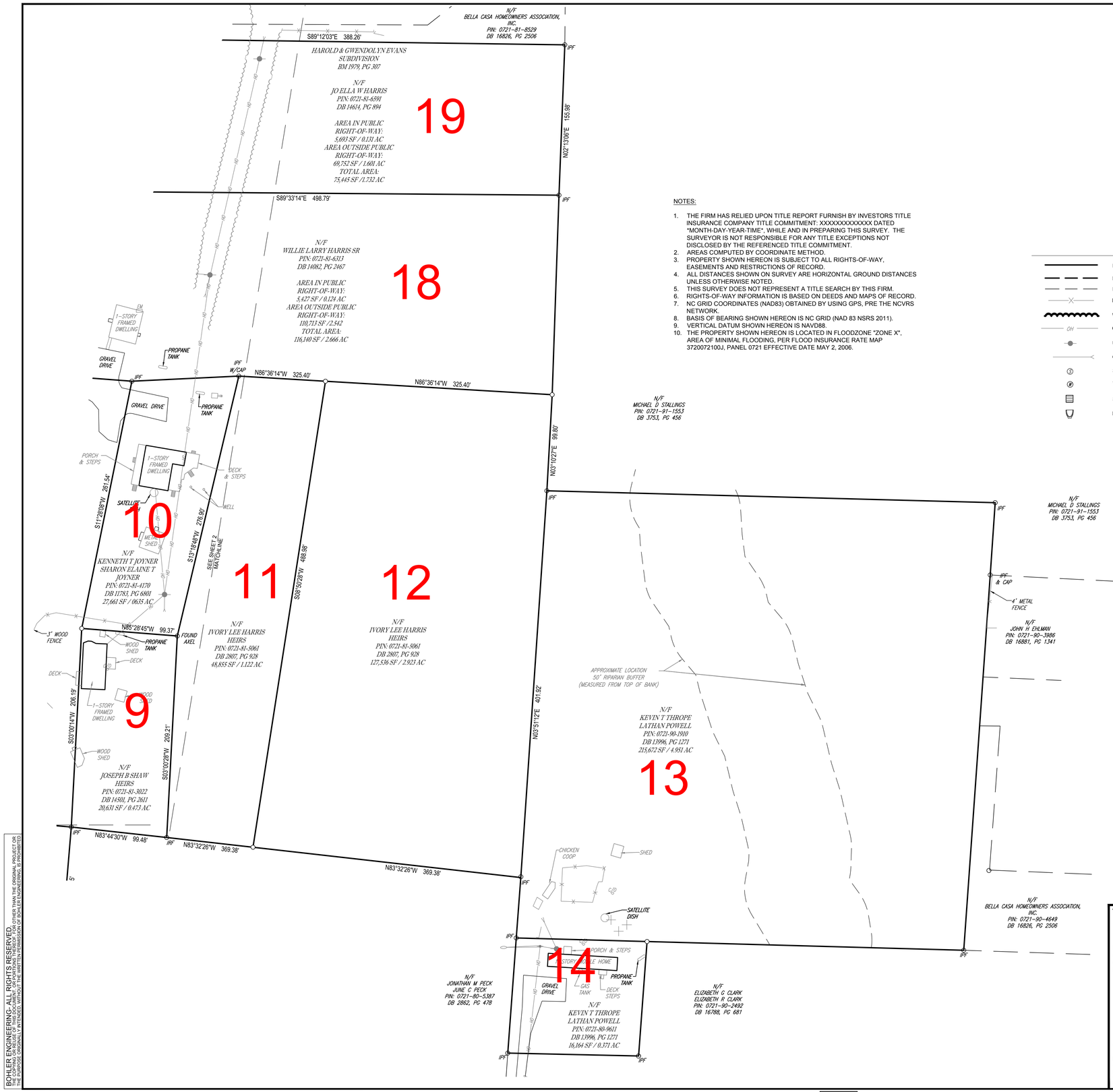
FILE NO.					
NS201007					
DATE 03/05/2020					
FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
02/20/2020	RJ	JT	TET	TET	1" = 50'	2 OF 3

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
THE CONTENTS OF THIS DOCUMENT, TOGETHER WITH THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF BOHLER ENGINEERING AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING. IS PROHIBITED.

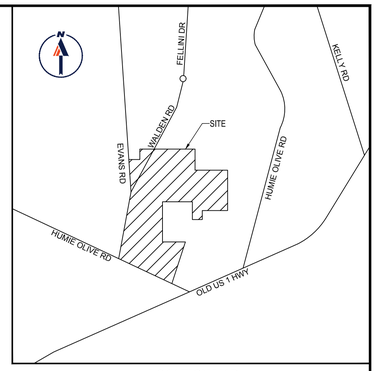


NOTES:

1. THE FIRM HAS RELIED UPON TITLE REPORT FURNISH BY INVESTORS TITLE INSURANCE COMPANY TITLE COMMITMENT: XXXXXXXXXXXXXX DATED "MONTH-DAY-YEAR-TIME", WHILE AND IN PREPARING THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY TITLE EXCEPTIONS NOT DISCLOSED BY THE REFERENCED TITLE COMMITMENT.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM.
6. RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
7. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PRE THE NCVRS NETWORK.
8. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
9. VERTICAL DATUM SHOWN HEREON IS NAVD88.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072100J, PANEL 0721 EFFECTIVE DATE MAY 2, 2006.

LEGEND

	LINE SURVEYED		ELECTRIC METER
	RIGHT-OF-WAY SURVEYED		ELECTRIC BOX
	LINE NOT SURVEYED		SIGN
	FENCE		MAIL BOX
	WOODLINE		AREA LIGHT
OH	OVERHEAD WIRES		CLEAN OUT
	UTILITY POLE	CMF	CONCRETE MONUMENT FOUND
	GUY WIRE	IPF	IRON PIPE FOUND
	SANITARY MANHOLE	IRF	IRON REBAR FOUND
	WATER MANHOLE		COMPUTED POINT
	STORM DRAINAGE GRATE		
	FLARED END SECTION		



LOCATION MAP
NOT TO SCALE

50' 25' 0' 50'
1" = 50'

SURVEYOR CERTIFICATION

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

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH TITLE 21, CHAPTER 56, NCAC, AS AMENDED.

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

(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
(4) DATES OF SURVEY: FEBRUARY 14, 2020 - FEBRUARY 20, 2020
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999891069
(9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS 5TH DAY OF MARCH A.D., 2020.

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SURVEYOR NC L-3920

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

TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7(A), 8, 9, 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 17, 2020.

THOMAS E. TEABO, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. L-3920

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

ALTA/NSPS LAND TITLE SURVEY
FOR
BEAZER HOMES, LLC
PINS: 0721-81-2581, 0721-81-6591, 0721-81-6313, 0721-81-0212, 0721-80-1975, 0721-81-3022, 0721-81-4170, 0721-80-4836, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-3619, 0721-80-3305, 0721-80-2377, 0721-80-1336, 0721-80-1553, 0721-80-3174, 0721-80-1110
TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

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

FILE NO.						
NS201007						
DATE 03/05/2020						
FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
02/20/20	RJ	JT	TET	TET	1" = 50'	3 OF 3

BOHLER ENGINEERING, ALL RIGHTS RESERVED
THE COPYRIGHT, OWNERSHIP OF THIS DOCUMENT, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to: studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	Beazer Homes
Company Phone *Number*	(919) 448-6167
Developer Representative *Name*	Jason Vickers
Developer Representative *Phone Number*	(919) 448-6167
Developer Representative *Email*	jason.vickers@beazer.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	December 2021
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Evans Road Assembly (formal name TBD)
Address of Subdivision (if unknown enter nearest cross streets)	intersection of Evans Road and Walden Road
REID(s)	see attached list of properties
PIN(s)	see attached list of properties

Projected Dates *Information*	
Subdivision *Completion Date*	June 2026
Subdivision *Projected First Occupancy Date*	January 2024

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	65							2500	3500			2024	25	2025	30	2026	10
Townhomes	50							2200	3000			2024	15	2025	20	2026	15
Condos																	
Apartments																	
Other					Jason Vickers (jas												

Revised 08/10/2018

Instruction Packet and Affidavit for

Neighborhood Meetings

Town of Apex
Planning Department
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning Department staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. The applicant shall submit all forms included in this packet with the initial application submittal.

The Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners within 300 feet of the subject property, and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the neighborhood meeting, not including the day of mailing. The applicant shall use <u>their own return address</u> on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include with the meeting notice a vicinity map in addition to either the existing zoning map of the area or preliminary plans of the proposed development (see Handout requirements below).

The meeting must be held within specific timeframes and meet certain requirements:

- The meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on a Town recognized holiday (which coincide with the State of North Carolina recognized holidays).
- The meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
- A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Handout requirements:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ), a vicinity map and existing zoning map of the area must be provided to help facilitate discussion.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; residential Master Subdivision Plans; and Special Use Permits, preliminary plans of the proposed development must be available at the meeting to help facilitate discussion. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the "send plans" box on the sign-in sheet; applicant shall provide reduced copies upon request.
  - Printed copies must equal the number of notices required to be sent.
  - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
  - "Common Construction Issues & Who to Call" sheet (attached) must be included as part of the handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.
- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. Provide blank comment sheets or notecards for neighbors to submit written comments. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One reduced copy of the maps and/or plans presented to the neighbors at the Neighborhood Meeting.

NOTICE OF NEIGHBORHOOD MEETING

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

April 9, 2021
Date

Dear Neighbor:
You are invited to a neighborhood meeting to review and discuss the development proposal at

SEE ATTACHED
Address(es) PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at www.apexnc.org.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☑	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☑	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
The rezoning is sought to facilitate the development of a mixed-income residential community consisting of both single-family detached homes and townhomes.

Estimated submittal date: May 2021

MEETING INFORMATION:

Property Owner(s) name(s):	SEE ATTACHED LIST
Applicant(s):	Beazer Homes
Contact information (email/phone):	Nil Ghosh - Attorney for Applicant
Meeting Address:	Zoom - Register at bit.ly/mlg042121mtg
Date of meeting**:	Wednesday, April 21, 2021
Time of meeting**:	5:00 PM - 7:00 PM

MEETING AGENDA TIMES:
Welcome: 5:00 PM - 5:03 | Project Presentation: 5:03 PM - 5:10 | Question & Answer: 5:10 PM - 7:00 |

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180/Planning.

EVANS ROAD ASSEMBLY

Property Owners

Property Owner	Contact Information	Property Address	PIN
Thorpe, Kevin T.	2308 Narrawood Street Raleigh, NC 27614	7628 Humie Olive Road	0721-80-1110
MCWILL, LLC	15711 Verdura Ave Paramount, CA 90723	3029 Evans Road	0721-80-3171
Horton, Dione & Robert	P.O. Box 6 Apex, NC 27502	3033 Evans Road	0721-80-1336
Sam Walden Heirs	36 Snowflower Lane Willingboro, NJ 08046	0 Evans Road	0721-80-2377
Shirley Lynn Heirs	3317 Lorena Lynn Ct Fuquay Varina, NC 27526	3025 Evans Road	0721-80-1553
Shirley Lynn Heirs	3317 Lorena Lynn Ct Fuquay Varina, NC 27526	0 Evans Road	0721-80-3505
Sam Walden Heirs	1305 S. Paxon Street Philadelphia, PA 19143	3027 Evans Road	0721-80-3619
Joseph Paul Page Heirs	1994 Flint Hill Drive Lawrenceville, GA 30044	0 Walden Road	0721-81-3022
Joseph B. Shaw Heirs	3747 Corbett Road Mebane, NC 27302	2921 Evans Road	0721-80-4836
Joyner, Kenneth & Sharon	2909 Walden Road Apex, NC 27502	2909 Walden Road	0721-81-4170
Ivory Lee Harris Heirs	655 Enterprise Dr Apt 137 Rohnert Park, C 94928	0 Walden Road	0721-81-5061
Evans, Almie Linwood	1609 N. Myrtle Ave Clearwater, FL 33755	2925 Walden Road	0721-80-7948
Thorpe, Kevin T. & Powell, Lathan	2308 Narrawood Street Raleigh, NC 27614	0 Humie Olive Road	0721-90-1910
Thorpe, Kevin T. & Powell, Lathan	2308 Narrawood Street Raleigh, NC 27614	7616 Humie Olive Road	0721-80-9611
Williams, John & Robin	2917 Walden Road Apex, NC 27502	2917 Walden Road	0721-80-1975
Allison, Ronald & Margaret	3305 Evans Road Apex, NC 27502	2912 Walden Road	0721-81-0212
Harris, Willie Larry Sr.	2929 Evans Road Apex, NC 27502	2828 Walden Road	0721-81-2581
Harris, Willie Larry Sr.	2929 Evans Road Apex, NC 27502	2905 Walden Road	0721-81-6313
Harris, Jo Ella W.	2909 Evans Road Apex, NC 27502	2825 Walden Road	0721-81-6591

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

Noise & Hours of Construction: Non-Emergency Police 919-362-8661

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: James Misciagno 919-372-7470

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control: Water Resources – Infrastructure Inspections 919-362-8166

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations: Non-Emergency Police 919-362-8661

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road: James Misciagno 919-372-7470

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: James Misciagno 919-372-7470
Danny Smith Danny.Smith@ncdenr.gov

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: James Misciagno 919-372-7470

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: James Misciagno 919-372-7470

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: James Misciagno 919-372-7470

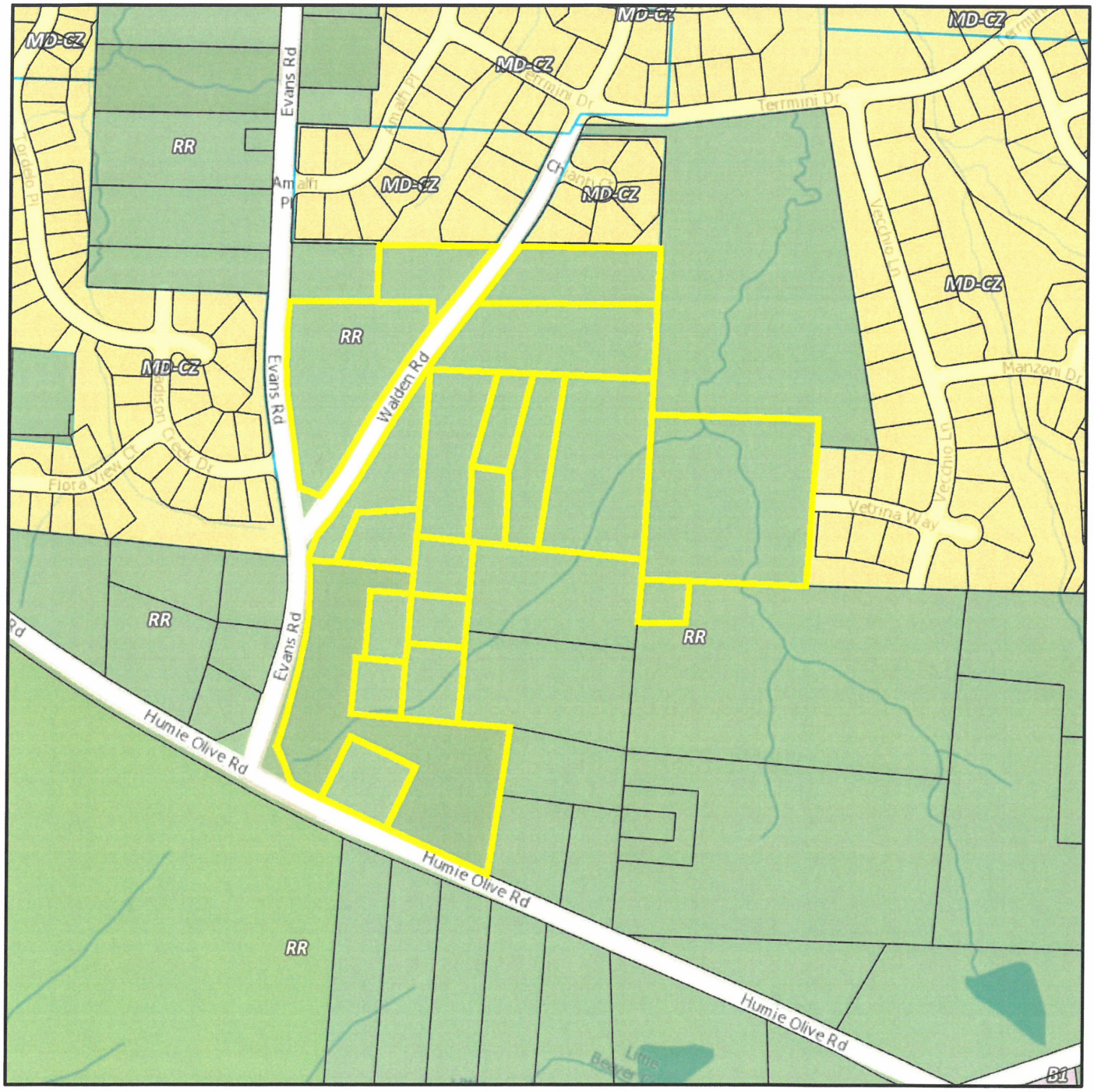
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Mike Deaton 919-249-3413

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation: Rodney Smith 919-249-3342

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.



Vicinity & Zoning Map

N

0 215 430 860 ft

1 inch = 400 feet

Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied ,are provided for the data therein, its use,or its interpretation.*

	Name/Organization	Address	Phone #	Email	Send Plans & Updates
1	Jeff Roach			[redacted]	
2	Nil Ghosh				
3	Jodi Clarke	2219 Vasari Drive Apex NC 27502			
4	Sara Jensen				
5	Elaine Joyner	2909 WALDEN RD APEX NC 27502			
6	Ryan Sandlin	2822 Walden rd Apex NC 27502			
7	Elizabeth Snyder	2405 Chianti Court Apex NC 27502			
8	Kelli Joyner	2408 Anzio Way Apex NC 27502			
9	MARSELLA GUINS	18390 W Mountain Sky Ave Goodyear AZ 85338			
10	Mark Dalzell	2405 Chianti Court Apex NC 27502			
11	Lily Ryzebol				
12	Dan Griffin				
13	michael joyce				
14	Eric Hossenlopp	2212 Vasari Dr Apex NC 27502			
15	Grace Flecha	Apex NC 27502			
16	Michael Stallings Mitzi Hole				
17	Mitzi Hole				
18	John Ehlman				
19	Susan Sigmon	Apex NC 27502			
20	Mark Steele	2221, Madison Creek Dr Apex NC 27502			
21	Fredrick Clay				
22	Everette Allen				
23	Chris Basciano	2818 Walden Rd Apex NC 27502			
24	Bryan Fiekers	2419 Vetrina Way			

		Apex NC 27502			
25	Joanne Bunnell	2770 Masonboro Ferry Drive Apex NC 27502		[redacted]	
26	Douglas Weaver	1956 Lazio Lane Apex NC 27502			
27	Michelle Chaubey	2756 Abruzzo Drive Apex NC 27502			
28	Nidaa Hossenlopp				
29	kevin thorpe				
30	Jonas McCoy	7621 Humie Olive Road Apex NC 27502			
31	Erin Markham	2505 Terrmini Drive Apex NC 27502			
32	Lisa Schabenberger				
33	Ernest Jackson				
34	Kevin Nash				
35	Erik Helsley	2320 Terrmini Drive Apex NC 27502			
36	Avinash Lakhiani				
37	Michael Thorne	2813 WALDEN ROAD APEX NC 27502			
38	willie harris	2929 Evans Rd Apex NC 27502			
39	Derek Morgan	2411 Vetrina Way Apex NC 27502			
40	Chris Supranowitz	2228 Madison Creek Drive Apex NC 27502			
41	Matthew Strobl	2338 Manzoni Dr Apex NC 27502			
42	Kenton Kaplan	2208 Vasari Dr Apex NC 27502			
43	Terry Vithoulkas	NC			
44	Manju Parikh	2826 Walden Road Apex NC 27502			
45	Alison Best	2817 Walden Rd Apex NC 27502			
46	Marlow Campbell				
47	Tina Vithoulkas				
48	Jason Vickers	1210 Brookside Drive			

		Raleigh NC 27604			
49	Christopher Herbst			[redacted]	
50	Scott Gerenser	1741 Hammocks Beach Trail Apex NC 27502			
51	Lather# Gladys and Raquel Powell	700 Windsor Place Circle Grayson GA 30017			
52	William Aucoin	100 Europa Drive, Suite 190 Chapel Hill NC 27517			
53	Michael Vulpis				
54	Ronald Allison	2912 Walden Road Apex NC 27502			
55	Reeves Whitney	1915 LAZIO LN APEX NC 27502			
56	Terry Mahaffey	109 Terasina Ct Apex, NC 27502			
57			[redacted]		
58					
59					
60		15711 Verdura Ave. Paramount CA 90723			

Can you explain again how Walden Road and Fellini Drive will connect (or not connect)? Currently, Walden Road begins south of Termini Drive where it intersects with existing Fellini Drive. That alignment will not change. We intend to realign the portion of Walden Road south of Bella Casa so that it runs more north-south than at an angle. Instead of intersecting directly with Evans, we would like to provide an alternate route to Humie Olive Road.
How many townhomes vs. homes will be in this community? And where will the townhomes be located? We anticipate that there will be around 115 homes with no more than 50 townhomes. The townhomes will be south and east of the cemetery. Access to the townhomes will be internal to the community, so there will not be multiple driveway cuts along Evans Road or Humie Olive.
Will it be the single-family homes attached to Bella Casa's Walden Rd? What type of single-family homes? Any range of home prices of them? The single-family homes are planned to be the homes closest to the existing residential communities. The townhomes will be in the southern section of the assemblage, consistent with the Town's future land use map. The townhomes will be around 1,900 to 2,500 sf in size, with a two-car garage, similar to what can be found in the South Walk neighborhood in Apex. We believe price points will be in the $400's for the townhomes. The single-family homes will be around 2,500 to 3,500 sf in size, with a two-car garage, similar to what can be found in the Bridgeport neighborhood in Wake Forest. We believe price points will be in the $500's for the single-family homes.
When you say Walden Road will be realigned, will it still connect to Evans Road or will it connect to Humie Olive directly? It would connect to Humie Olive instead of Evans, but we do not want the connection to be "direct" because we do not want to provide a drag strip. It may be a more circuitous route, but ultimately connecting to Humie Olive.
Is there any expectation to zone for commercial? No. Beazer Homes is a residential home builder and has no plans for commercial on this site.
Is there any plan to preserve trees along Evans Road? Yes. Our plan is to preserve the existing vegetation to the extent we are able and supplant with additional plantings to provide an appropriate buffer.
What did environmental study say about sewage right of way, were there alternatives considered instead of going through Stallings's hole property? We still are evaluating our options for sewer, but initial studies suggest that the most practical way to provide sewer to a portion of the property is to utilize the existing topography of the property, some of which slopes to the northeast, which ultimately goes towards the Stallings property.
How long do you estimate this process from start to finish? The rezoning process probably will take around 6 months. The site plan and permitting process may take another 6 months. After that, the horizontal development could begin which might take a year. After the infrastructure is in place, vertical construction could begin. A project of this size might take 2 to 3 years to build out completely.
What is the expected lot size for the SF homes? We do not know at this time.
How do you expect to preserve or improve the existing cemetery? We have been in contact with at least some of the descendants of folks buried within the cemetery. It will be preserved in place and we have an agreement to provide a fence around the cemetery as will as paved access to it.
During construction will you limit activity in Bella Casa?

Yes. The construction access for this site most likely will be off Evans Road. There should not be any construction equipment coming through Bella Casa from the north or east.
Will new development have their own HOA and amenities? Yes, this community will be completely separate and apart from Bella Casa.
Will there be homes backing up to the existing homes on Amalfi place? Yes. That area will be single family homes.
Please provide your email address. nghosh@morningstarlawgroup.com
With so many schools being capped this year, has consideration been put into where these families will go to school? Residents in this community will go to Wake County Public Schools based on whatever districting plan is in place at that time. We have submitted information to WCPSS regarding our proposed community, so it is aware that a new project is being proposed.
How can we follow along with the progress of the development? (i.e., rezoning has been submitted, rezone is denied/approved, etc.) The Town has an interactive development map on its website which probably is the best way to follow along. If you got a notice in the mail for this neighborhood meeting, then you also should get notice from the Town ahead of the public hearings.
What are the chances the rezoning will be denied? We think the proposed plan is a good one and also is consistent with the Town's long-range plans. So, as an initial matter, we do feel good about the chances of this rezoning getting approved.
When will the road design be revealed and will existing residents have some ability to comment on the resulting roadway connections/entrances designs with the new community? The road design will be part of the site plan approval which comes after the rezoning. The site plan process is mostly an administrative process.
How does this development relate to the "Holland Road Assembly" development? Could the rezoning of one possibly affect the other? Those are two completely separate projects and are not related to one another. The approval or denial of one should not impact the likelihood of success on the other.
Is 2929 Evans Road a part of the area that will be sold? No, but it is part of the property that will be rezoned. It is not part of the development that is being proposed.
How can we get the zoning plan pdf? That will be part of our submittal and will be publicly available. If I am not mistaken, the Town's interactive Map website will give you access to files submitted as part of the rezoning.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Nil Ghosh, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at virtually via Zoom (location/address) on April 21, 2021 (date) from 5:00 PM (start time) to 7:00 PM (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

4/30/21
Date

By: _____

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

Sworn and subscribed before me, Jeffrey Phillips, a Notary Public for the above State and County, on this the 30th day of April, 2021.

SEAL

JEFFREY PHILLIPS NOTARY PUBLIC DURHAM COUNTY, N.C. My Comm. Exp. 02-24-2024.

_____
Notary Public

Jeffrey Phillips
Print Name

My Commission Expires: 02-24-2024

Evans Road PUD Assembly

PD PLAN

APEX, NORTH CAROLINA

Submitted: May 3, 2021

Resubmittal: July 9, 2021

PREPARED BY:

MORNINGSTAR LAW GROUP

PEAK Engineering & Design

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Section 1: Table of Contents

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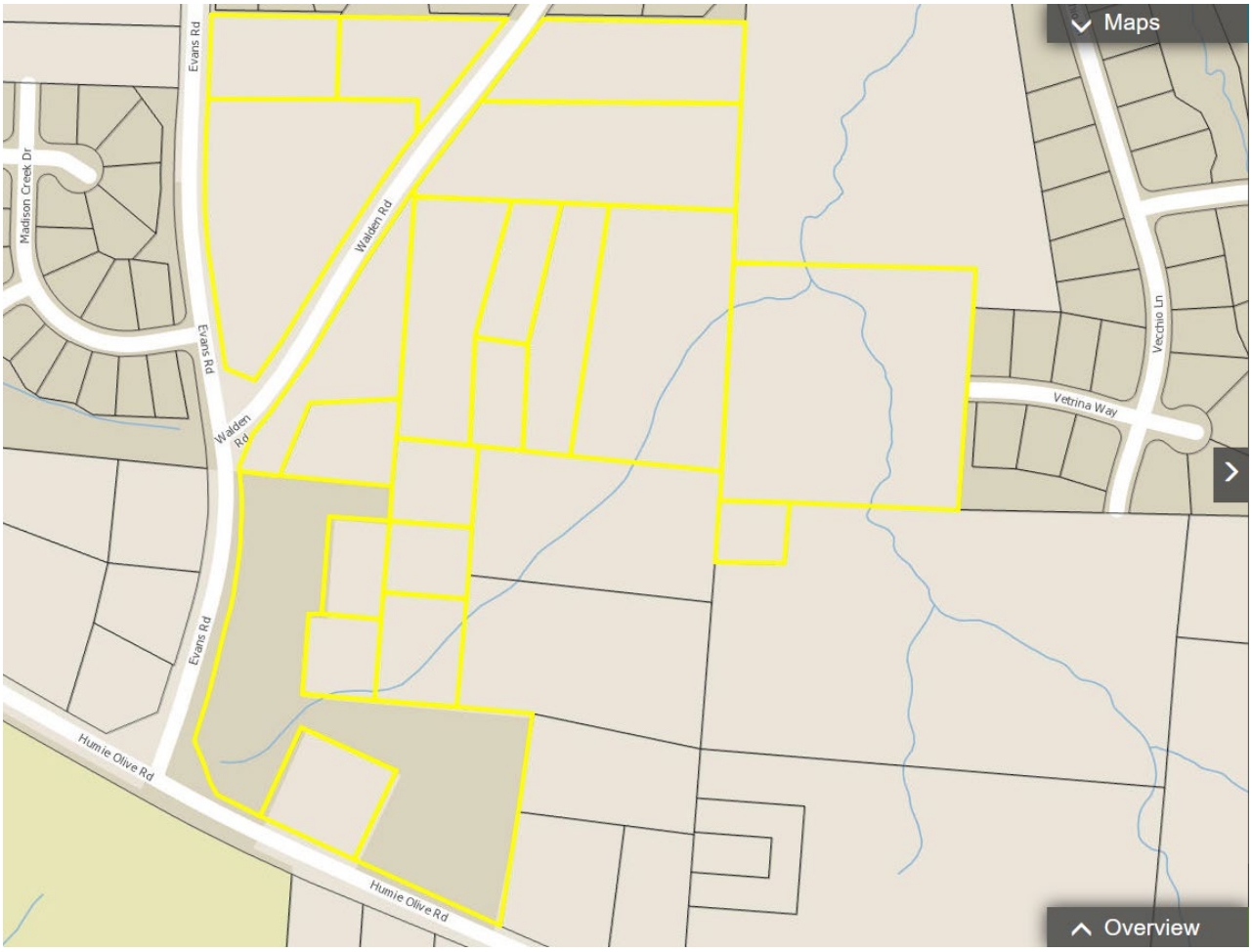
Section 14: Phasing Plan

Section 15: Consistency with 2045 Land Use Plan

Section 16: Compliance with UDO

Section 17: Compliance with Apex Transportation Plan and Bicycle Plan

Section 2: Vicinity Map



The Evans Road PUD is located in the Town of Apex, northeast of the intersection of Evans Road and Humie Olive Road. The Assembly is surrounded on three sides by residential communities built in the last seven years. To the north is the Manors at Bella Casa, to the west is the Madison community, and the Verona at Bella Casa community is east of the project area. Directly south is Humie Olive Road, and across Humie Olive Road are the Apex Friendship schools. Walden Road runs through the subject property. Development of the proposed community will realign Walden Road and make a more sensible east-west connection from Evans Road to Vecchio Lane aligned with Madison Creek Drive.

Section 3: Project Data

A. Name of Project:

Evans Road PUD

B. Property Owners:

MCWILL, LLC
15711 Verdura Ave
Paramount, CA 90723

Horton, Dione & Robert
P.O. Box 6
Apex, NC 27502

Sam Walden Heirs
36 Snowflower Lane
Willingboro, NJ 08046

Shirley Lynn Heirs
3317 Lorena Lynn Ct
Fuquay Varina, NC 27526

Sam Walden Heirs
1305 S. Paxon Street
Philadelphia, PA 19143

Joseph Paul Page Heirs
1994 Flint Hill Drive
Lawrenceville, GA 30044

Joseph B. Shaw Heirs
3747 Corbett Road
Mebane, NC 27302

Joyner, Kenneth & Sharon
2909 Walden Road
Apex, NC 27502

Ivory Lee Harris Heirs
655 Enterprise Dr Apt 137
Rohnert Park, C 94928

Evans, Almie Linwood
1609 N. Myrtle Ave
Clearwater, FL 33755

Thorpe, Kevin T. & Powell, Lathan
2308 Narrawood Street
Raleigh, NC 27614

Williams, John & Robin
2917 Walden Road
Apex, NC 27502

Allison, Ronald & Margaret
3305 Evans Road
Apex, NC 27502

Harris, Willie Larry Sr.
2929 Evans Road
Apex, NC 27502

Harris, Jo Ella W.
2909 Evans Road
Apex, NC 27502

Prepared By:
Nil Ghosh, Associate
Morningstar Law Group
421 Fayetteville St | Ste 530
Raleigh, NC 27601

C. Current Zoning Designation:

Rural Residential (RR)

D. Proposed Zoning Designation:

Planned Unit Development – Conditional Zoning (PUD-CZ)

E. Current 2045 Land Use Map Designation:

Medium Density Residential (3-7 units/acre); and
Medium/High Density Residential (7-14 units/acre)

F. Proposed Use

Up to 115 dwelling units and associated open space, recreational amenities, and infrastructure.

G. Size of Project

34.573 Acres (including 1.623 acres of right-of-way)

Section 4: Purpose Statement

The Evans Road PUD development will be a residential community with both single-family detached and townhome units. The maximum building height shall be forty feet (40') measured to the top of any pitched roof. For a site adjacent to existing single-family homes, across the street from public schools, and adjacent to a planned Neighborhood Mixed Use Center and Office corridor, the mixed housing type residential development is intended to provide a transition between the more intense and non-residential developments existing or planned south along Humie Olive and the existing single-family residential communities to the north.

A thirty-foot streetscape shall be established along the right-of-way for Humie Olive Road (a thoroughfare) and a thirty-foot streetscape shall be established along the right-of-way for Evans Road (a minor collector). A twenty-foot buffer shall be established around the remaining perimeter of the project.

This concept is consistent with the Town's stated PUD goals to provide site specific, high quality neighborhoods that exhibit natural feature preservation as well as compatibility with, and connectivity to, surrounding land uses. More specifically, this plan will:

- Allow uses that are compatible with Section 4.2.2, *Use Table* of the UDO
- Provide for the preservation of existing environmentally sensitive areas.
- Provide for site specific and appropriate stormwater controls that exceed the requirements of the UDO.
- Provide appropriate buffering and screening from the proposed use to the existing residential areas.
- Offer medium to medium-high density housing near a planned Neighborhood Mixed Use Center where there are not many options for the same.
- Demonstrate dimensional standards that are consistent with the UDO, and where variations occur, said variations will be included herein and subject to Council approval.
- Provide a high-quality community that is linked by a network of connected streets and pedestrian sidewalks that promotes connectivity, walkability, and healthy lifestyles.
- Exhibit character and quality that is compatible with surrounding communities, which is expected to enhance the value of surrounding land uses.
- Provide open space and walkable trails to promote pedestrian activity, while appropriately buffering adjacent residential areas.

Site-specific standards and conditions of this PUD Plan shall be consistent with all Conditional Zoning (CZ) District standards set forth in UDO Section 2.3.3, *Conditional Zoning Districts* and UDO Section 2.3.4.F.1, *Planned Unit Development (PUD-CZ) District*. The proposed PUD will provide a development density that is consistent with principles found throughout the Advance Apex 2045 Comprehensive Plan.

Section 5: Permitted Uses

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply. The development will only include residential and supporting uses. Specifically, the permitted uses include:

- Single-family
- Townhouse
- Accessory Apartment
- Greenway
- Recreation facility, private
- Park, active
- Park, passive
- Utility, minor

Additionally, the following conditions shall apply:

A. A maximum of 115 residential units shall be permitted upon the property. No more than 50 Townhouse units shall be allowed on the property.
B. All buildings constructed on the property shall provide solar conduit for the installation of rooftop solar panels.
C. Signage or informational brochures shall be provided by any homeowner's association regarding the need to eliminate fertilizer near SCMs.
D. Developer shall install pollinator-friendly flora within SCM Planting areas.
E. Plantings within perimeter buffers and along streetscapes shall be approved native species as listed in the Apex Design & Development Manual.
F. Sod used within perimeter buffers, SCMs, and along streets shall not be fescue grasses.
G. Developer shall apply for Energy Star or other energy efficiency rating for all newly constructed homes on the property.
H. Developer shall install at least three (3) pet waste stations within the community.
I. SCMs shall not be located within State dictated stream buffers without the approval of a Town of Apex No Practical Alternatives (NPA) finding.

Section 6: Proposed Design Controls

A. Maximum Non-Residential Densities (SF per non-residential use) This PUD does not provide for any non-residential land uses (see Section 5, *Permitted Uses*).

B. Residential Densities and Design Controls

Density - The overall gross density shall not exceed 6.0 units per acre.
Design Controls – Dimensional standards below shall apply to all residential uses, and at a minimum, will comply with the following:

Maximum Density:	6.0 Units/Acre (includes RCA and rights-of-way)
Maximum Number of Units:	115
Maximum Built-Upon Area:	60%
Minimum Lot Size:	n/a
Minimum Lot Width:	50 feet for single-family detached 22 feet for townhouse
Maximum Building Height:	40 feet, no more than 3 stories

Note: Porches, patios, decks and other accessory structures may encroach into building setbacks as allowed by the Town of Apex UDO.

Minimum Building Setbacks:

	Single Family (feet)	Townhouse (feet)
Front	10	10
Front (garage)	20	20
Side	5	0
Rear	10	10
Building	10	10

Minimum Buffer/RCA Setbacks: 10 feet for Buildings
5 feet for Parking Areas

C. Buffers

Perimeter Buffers

Northern boundary (Bella Casa):	20-foot Type B
Southern boundary (Humie Olive Road):	30-foot Type B
Western boundary (Evans Road):	30-foot Type B
Eastern boundary (Bella Casa and residential uses)	20-foot Type B
Adjacent to REID 0103305 (Stewarts Cemetery)	10-foot Type B

Note: Where perimeter buffers coincide with stream buffers or 100-year floodplain, existing vegetation will be used to meet the buffer width and opacity.

Thoroughfare and Collector Street Buffers

As depicted on the PD Plan, a 30’ Type B Buffer shall be established along Humie Olive Road and a 30’ Type B buffer shall be established along Evans Road.

Section 7: Proposed Architectural Controls

The proposed development offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Changes to the exterior materials, roof, windows, doors, process, trim, etc. are allowable with administrative approval at the staff level. Further details shall be provided at the time of Master Subdivision submittal. The following conditions shall apply:

Townhomes:

A. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
B. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
C. Garage doors must have windows, decorative details, or carriage-style adornments on them.
D. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
E. The garage cannot protrude more than 1 foot out from the front façade or front porch.
F. Front facades shall have horizontal relief achieved using recesses and projections.
G. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
H. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
I. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
   - Bay windows
   - Recessed windows
   - Decorative windows
   - Trim around the windows
   - Wrap around porch or side porch
   - Two or more building materials
   - Decorative brick or stone
   - Decorative trim
   - Decorative shakes
   - Decorative air vents on gables
   - Decorative cornice
   - Column on gable
   - Portico
   - Balcony
   - Dormer
   - Decorative gable

Single-Family

A. Garage doors shall have windows, decorative details, or carriage-style adornments on them.
B. The garage shall not protrude more than 1 foot out from the front façade and front porch.
C. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
D. Eaves shall project at least 12 inches from the wall of the structure.
E. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
F. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
G. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
H. Front porches shall be a minimum of 6 feet deep.
I. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

- Bay windows
- Recessed windows
- Decorative windows
- Trim around the windows
- Wrap around porch or side porch
- Two or more building materials
- Decorative brick or stone
- Decorative trim
- Decorative shakes
- Decorative air vents on gables
- Decorative cornice
- Column on gable
- Portico
- Balcony
- Dormer
- Decorative gable

Section 8: Parking and Loading

Parking for the Evans Road PUD Assembly shall comply with Apex UDO Section 8.3, Off-Street Parking and Loading.

Section 9: Signage

All signage for the Evans Road PUD Assembly shall comply with Apex UDO Section 8.7, *Signs*.

Section 10: Natural Resource and Environmental Data

A. River Basins and Watershed Protection Overlay Districts

The project is located within the Jordan Lake Watershed, which is within the Cape Fear River Basin. While the site is within the Primary Watershed Protection Overlay District, it does not contain any FEMA designated 100-year floodplain.

B. Resource Conservation Areas (RCA) – Required and Provided
This PUD will be subject to, and meet the requirements of Section 8.1.2 of the UDO, *Resource Conservation Area* and Section 2.3.4, *Planned Development Districts*.

The Site is located on the west side of the 540 corridor and therefore is required to preserve a minimum of 30% Resource Conservation Area (RCA). Designated RCA areas will be consistent with the items listed in Section 8.1.2(B) of the Town's UDO. Preserved streams, wetlands, and associated riparian buffers provide the primary RCA's throughout the site. Additional RCA area provided include stormwater management areas, perimeter buffers, play lawns, and greenway trails within the walkable community.

C. Historic structures
Based upon the information contained within the North Carolina State Historic Preservation Office website, there are no historic structures present within the project boundary.

Section 11: Stormwater Management

The Evans Road PUD Assembly shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1.7 of the UDO, such that post development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 25 year 24-hour storm events.

Section 12: Parks and Recreation

The Parks, Recreation and Cultural Resources Advisory Commission reviewed the project on June 30, 2021 and unanimously recommended fee-in-lieu of dedication with a credit for construction of greenway trail if an opportunity is identified at the time of Master Subdivision plan review and approval. The recommendation is based on the 2021-2022 rates and proposed maximum lot count provided:

Single Family detached Units:	$3,495.24 x 65 = $227,190.60
Single Family attached Units:	$2,354.05 x 50 = $117,702.50
Total residential fee in lieu per current unit count:	$344,893.10

(final PRCR amount will be coordinated with staff during Master Subdivision Plan and Construction Document reviews)

Per Article 14, of the UDO credit for greenway against fees requires the approval of construction plans, contingent upon approval of an engineer's estimate of probable cost for greenway construction. The greenway shall be completed prior to 25% of the total units for the project receiving building permits.

Section 13: Public Facilities

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed according to sound engineering standards and shall comply with Town of Apex Sewer and Water Master Plan and the Town of Apex Standards and Specifications. Specifically, road and utility infrastructure shall be as follows:

- **General Roadway Infrastructure**
  Developer shall provide minimum frontage widening based on ½ of the ultimate cross section as shown on the adopted Transportation Plan in effect at time of Master Subdivision Plan submittal. The road network will promote connectivity wherever possible to adjacent neighborhoods and undeveloped property. Further, cul-de-sacs will be avoided except where environmental features make through streets unfeasible. Sidewalks will be provided on both sides of streets internal to the site.
  Refer to the concept plan of the PUD plan for proposed access points, stub street extensions, and planned vehicular connectivity. All access and circulation are conceptual and will be finalized at the time of Master Subdivision Plan review and approval.

- **Transportation Improvements**
  Roadway improvements are subject to modification and final approval by the Town of Apex and NCDOT as part of the Master Subdivision Plan and Construction Document approval process. A Traffic Impact Analysis (TIA) has been performed as part of this PUD rezoning consistent with the Town's standards for the same. Based upon the TIA and staff review, the following traffic improvements are proposed for this development:

  <u>Evans Road</u>
  The Developer shall widen Evans Road along the project frontage as development occurs based upon a minimum 35-foot curb and gutter roadway section with a 5-foot sidewalk and dedication based upon a 60-foot right-of-way.

  <u>Humie Olive Road</u>
  The Developer shall widen Humie Olive Road along the project frontage as development occurs based upon a minimum 41-foot curb and gutter roadway section with 10-foot side path and dedication based upon an 80-foot right-of-way.

  <u>Evans Road and Madison Creek Drive at Site Drive 1</u>
  - The Developer shall construct one (1) full-access point to Evans Road aligned with the existing Madison Creek Drive.
  - Construct westbound approach with one (1) ingress lane and one (1) egress lane.
  - Provide stop control for the westbound approach.

Humie Olive Road at Site Drive 2

- The Developer shall construct one (1) right-in/right-out access point to Humie Olive Road located approximately 450-feet east of Evans Road.
- Construct southbound approach, striped as a right-in/right-out with one (1) ingress lane and one (1) egress lane.
- Provide stop-control for the southbound approach.
- Provide an exclusive westbound right-turn lane along Humie Olive Road with a minimum of 50 feet of storage and appropriate deceleration and taper length.
- Construct a monolithic concrete median on Humie Olive Road to prohibit left-turn movements.

Humie Olive Road and Evans Road

- Provide pedestrian accommodations across the north and east legs of the intersection, with crosswalks and traffic signal modifications including push buttons and crosswalk indicators to accommodate new pedestrian phases.

- **Wayfinding Improvements**
  Wayfinding measures at the site shall be provided to facilitate the movement of vehicles and pedestrians to and within the development.

- **Water and Sanitary Sewer**
  All lots within the project will be served by the Town of Apex water and sanitary sewer facilities. The utility design will be finalized at the time of Master Subdivision Plan review and approval based upon available facilities adjacent to the site at that time. A conceptual utility plan is included in the PUD plan for reference.

- **Other Utilities**
  Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

Section 14: Phasing Plan

This PUD may be completed in up to three (3) phases, with construction anticipated to begin in 2022. Project phasing will be planned to ensure the points of access, RCA, stormwater controls and other design standards are met in accordance with the UDO. A final phasing plan will be incorporated within the Master Subdivision Plans (MSP) for review and approval through the Technical Review Committee.

Section 15: Consistency with the 2045 Land Use Map

Based upon discussions with Town staff through the Technical Review Committee pre-application and zoning review processes, the proposed land use is consistent with the Town's 2045 Land Use Map.

Section 16: Compliance with the UDO

The development standards adopted for this PUD comply with those set forth in the current version of the Town's Unified Development Ordinance (UDO). Any deviations from UDO requirements have been specifically defined within this document. The project includes two deviations:

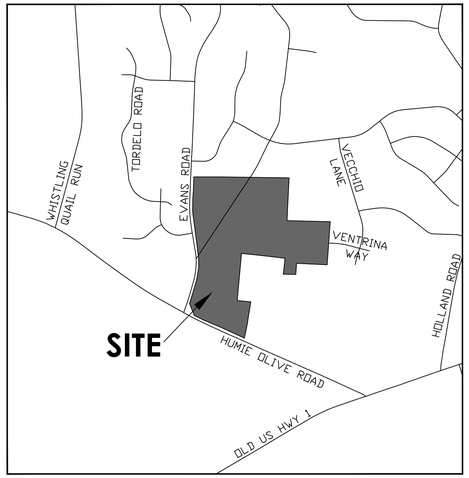
1. Deviation from the 5% RCA mass grading penalty as outlined in Section 7.2.5 of the Town of Apex UDO; and
2. Reduction in the buffer adjacent to Stewarts Cemetery (REID 0103305)

Section 17: Compliance with Comprehensive Transportation Plan and Bicycle Plan

Master Subdivision Plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall comply with the adopted Comprehensive Transportation Plan in effect at the time of the Master Subdivision Plan approval as provided for in the Unified Development Ordinance. Further, development of the Property shall be consistent with the Town's adopted Bicycle Plan.

EVANS ROAD PUD ASSEMBLY

PLANNED UNIT DEVELOPMENT CONDITIONAL ZONING
EVANS ROAD @ HUMIE OLIVE ROAD
APEX, NORTH CAROLINA
PROJECT NUMBER: 200304
MAY 3, 2021



VICINITY MAP
NOT TO SCALE

AERIAL MAP
NOT TO SCALE

OWNER/DEVELOPER
BEAZER HOMES
JASON VICKERS
5400 TRINITY ROAD SUITE 313
RALEIGH, NC 27607
PHONE: (919) 448-6167

CIVIL ENGINEER
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
1125 APEX PEAKWAY
APEX, NC 27502
PHONE: (919) 439-0100

TRANSPORTATION ENGINEER
RAMEY KEMP & ASSOCIATES
NATE BOUQUIN
5808 FARINGDON PLACE SUITE 100
RALEIGH, NC 27609

ENVIRONMENTAL CONSULTANT
SOIL & ENVIRONMENTAL CONSULTANTS (S&EC)
STEPHEN BALL
8412 FALLS OF NEUSE ROAD SUITE 104
RALEIGH, NC 27615

DRAWING INDEX:

C000	COVER SHEET
C001	EXISTING CONDITIONS
C100	CONCEPTUAL SITE PLAN
C200	CONCEPTUAL UTILITY PLAN

SITE INFORMATION:

Property Owner/Site Address Page	PIN	REID	Map Number	Deeded Acreage	Deed Book/Plat Book &
KEVIN T THORPE 7628 HUMIE OLIVE RD APEX, NC 27502	0721-80-1110	70642	072104	0.999	DB 7710, PG 949
MCWILL LLC 3029 EVANS RD APEX, NC 27502	0721-80-3174	43207	072104	6.243	DB 15964, PG 879
DJONE HORTON 3033 EVANS RD APEX, NC 27502	0721-80-1336	82068	0721 04	0.503	DB 17083, PG 18
SAM WALDEN HEIRS 0 EVANS RD APEX, NC 27502	0721-80-2377	183428	072104	0.764	DB 94-E, PG 468
SHIRLEY W LYNN HEIRS 3025 EVANS RD APEX, NC 27502	0721-80-1553	43195	072104	0.501	DEED NOT AVAILABLE
SHIRLEY W LYNN HEIRS 0 EVANS RD APEX, NC 27502	0721-80-3505	43230	072104	0.502	DEED NOT AVAILABLE
SAM WALDEN HEIRS 3027 EVANS RD APEX, NC 27502	0721-80-3619	73331	072104	0.605	DB 94-E, PG 468
JOSEPH PAUL PAGE HEIRS 0 WALDEN RD APEX, NC 27502	0721-81-3022	58177	072104	1.822	DB 2184, PG 232
JOSEPH B SHAW HEIRS 2921 EVANS RD APEX, NC 27502	0721-80-4836	78415	072104	0.473	DB 19-E, PG 791
KENNETH T JOYNER & SHARON ELAINE JOYNER 2909 WALDEN RD APEX, NC 27502	0721-81-4170	62891	072104	0.635	DB 11783, PG 680
IVORY LEE HARRIS HEIRS 0 WALDEN RD APEX, NC 27502	0721-81-5061	28597	072104	1.122	DEED NOT AVAILABLE
ALMIE LINWOOD EVANS 2925 WALDEN RD APEX, NC 27502	0721-80-7948	21169	072104	2.923	DB 2477, PG 189
KEVIN T THORPE & LATHAM POWELL 0 HUMIE OLIVE RD APEX, NC 27502	0721-90-1910	56864	072104	4.951	DEED NOT AVAILABLE
KEVIN T THORPE & LATHAM POWELL 7616 HUMIE OLIVE RD APEX, NC 27502	0721-80-9611	56865	072104	0.371	DEED NOT AVAILABLE
JOHN R & ROBIN WILLIAMS 2917 WALDEN RD APEX, NC 27502	0721-80-1975	165103	072104	1.822	DB 15183, PG 1934
RONALD A ALLISON & MARGARET L ALLISON 2912 WALDEN RD APEX, NC 27502	0721-81-0212	165100	072104	4.082	DB 10630, PG 1968
WILLIE LARRY HARRIS 2828 WALDEN RD APEX, NC 27502	0721-81-2581	173485	072104	0.987	DB 14082, PG 2458
WILLIE LARRY HARRIS SR 2905 WALDEN RD APEX, NC 27502	0721-81-6313	89597	072104	2.666	DB 14082, PG 2467
JO ELLA W HARRIS 2825 WALDEN RD APEX, NC 27502	0721-81-6591	82261	072104	1.732	DB 14614, PG 894
WILLIE LARRY HARRIS SR 2929 WALDEN RD APEX, NC 27502	0721-71-9581	89594	072104	0.94	DB 13597, PG 1236
Total acreage:				34.642 acres	

SITE INFORMATION CONTINUED:

Existing Zoning:	RR (Rural Residential)
Proposed Zoning:	PUD-CZ (Planned Unit Density - Conditional Zoning)
Current 2045 Land Use Map:	Medium Density Residential, Medium/High Density Residential
Existing Use:	Vacant, Single Family Residential
Township:	Buckhorn
Flood Zone Information:	Firm Panel 3720072100J does not show the presence of flood zones on the properties.
Watershed Information:	Primary Watershed Protection Overlay District, Beaver Creek Basin, Cape Fear River Basin
Historical:	No historical structures on site
Proposed Uses:	Single Family; Townhouse; Accessory Apartment; Greenway; Recreation facility, private; Park active; Park, passive; Utility, minor
Buildings:	65 Single Family Detached, 50 Single Family Attached
Density:	3.4 DU/acre (less than 6 DU/acre)
Building Height:	40 feet / 3-stories
Built Upon Area (BUA):	60%

Building Setbacks:

	Single Family	Townhomes
Front:	10 feet	10 feet
Front (garage):	20 feet	20 feet
Side:	5 feet	0 feet
Rear:	10 feet	10 feet
Building to Building:	10 feet	10 feet
From Buffer/RCA:	10 feet for buildings 5 feet for parking areas	

Parking:	Parking to comply with UDO Section 8.3.2
Single Family Detached	
Required Spaces:	2 spaces per dwelling unit 65 dwelling units x 2 spaces/unit
Proposed Spaces:	130 spaces (parking is provided within garages and driveways)
Single Family Attached (Townhomes)	
Required Spaces:	2 spaces per dwelling unit plus .25 per unit for guest parking 2 spaces x 50 dwelling units = 100 spaces .25 x 50 dwelling units = 13 spaces Total = 113 parking spaces

PEAK Engineering & Design
1125 Apex Peakway | Apex, NC 27502
ph: 919.439.0100
www.PeakEngineering.com
NC License #P-0673

project:
EVANS ROAD PUD ASSEMBLY
EVANS ROAD @ HUMIE OLIVE ROAD
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

No.	DATE	REVISION	BY

title:
COVER SHEET

proj #: 180903
date: May 3, 2021
dwg by: JE chkd by: JR
scale: As Noted
sheet: *C000*
SKETCH PLAN

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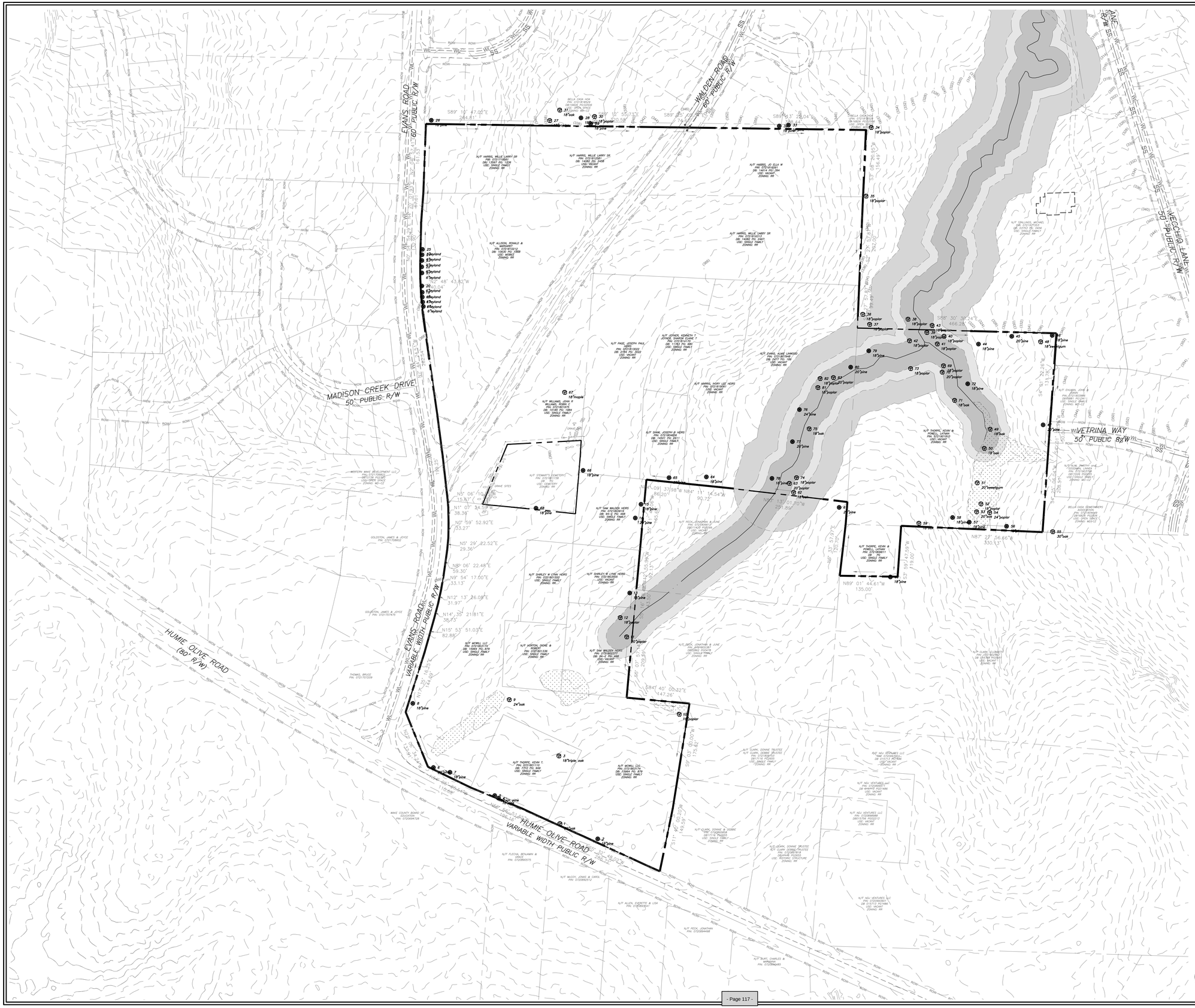

TREE LEGEND

PINE TREES (>18" DBH)

DECIDUOUS TREES (>18" DBH)

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY

N

0 50 100 200

SCALE: 1" =100'

1 C001 EXISTING CONDITIONS

SCALE: 1"= 100'

PEAK Engineering & Design

1125 Apex Peakway | Apex, NC 27502

ph: 919.439.0700

www.PeakEngineering.com

NC License #P-0673

project:

EVANS ROAD PUD ASSEMBLY

BUCKHORN TOWNSHIP

APEX, NORTH CAROLINA 27502

seal:

No.	DATE	REVISION	BY

title:

EXISTING CONDITIONS

proj #: 180903

date: May 3, 2021

dwg by: JE chkd by: JR

scale: As Noted

sheet: *C001*

SKETCH PLAN

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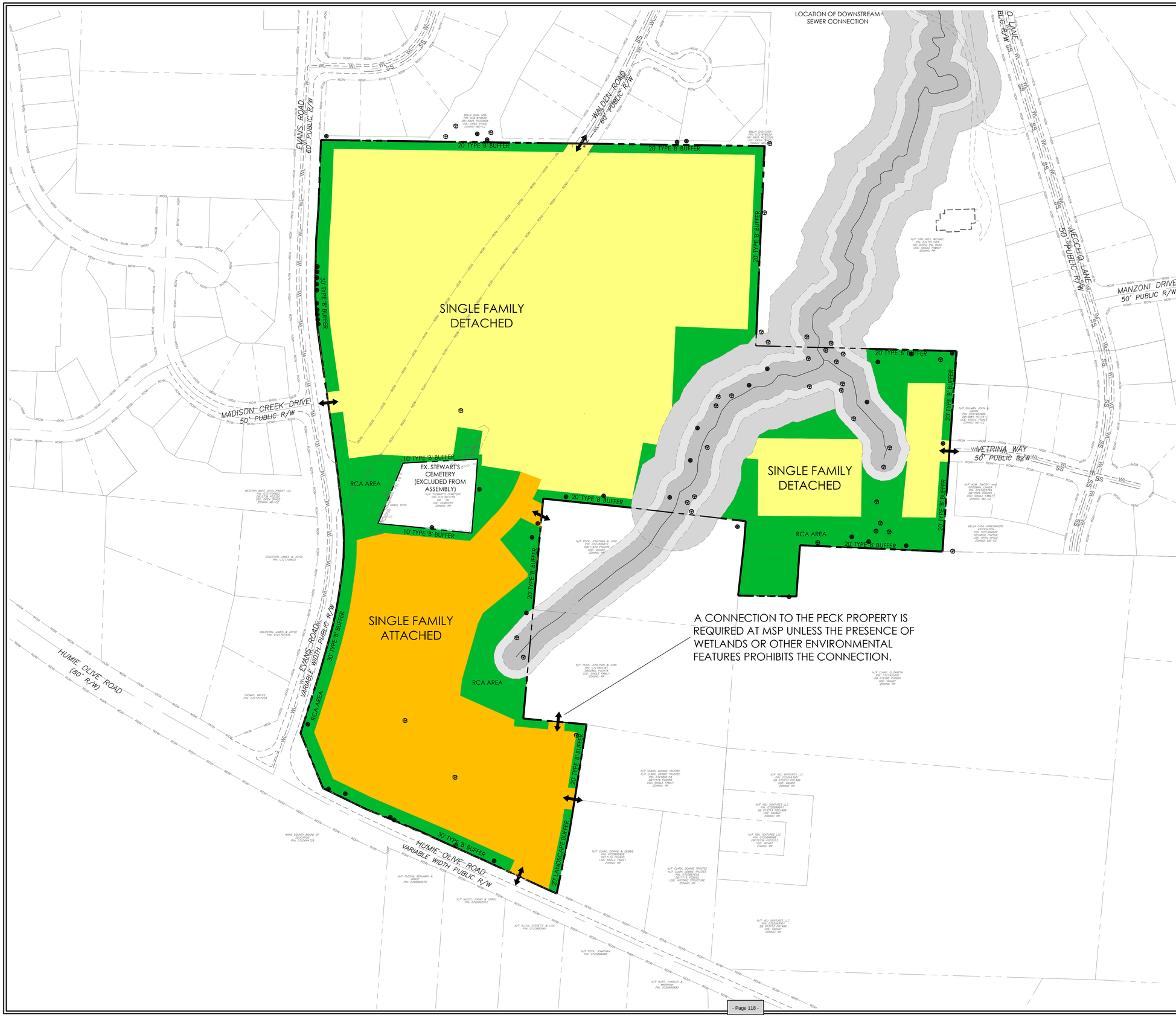

1 C100 CONCEPTUAL SITE PLAN
SCALE: 1"= 100'

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ph: 919.439.0700
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project:
EVANS ROAD PUD ASSEMBLY
EVANS ROAD @ HUMIE OLIVE ROAD
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

No.	DATE	REVISION	BY

title:
CONCEPTUAL SITE PLAN

proj #: 180903
date: May 3, 2021
dwg by: JE
chkd by: JR
scale: As Noted
sheet: *C100*
SKETCH PLAN

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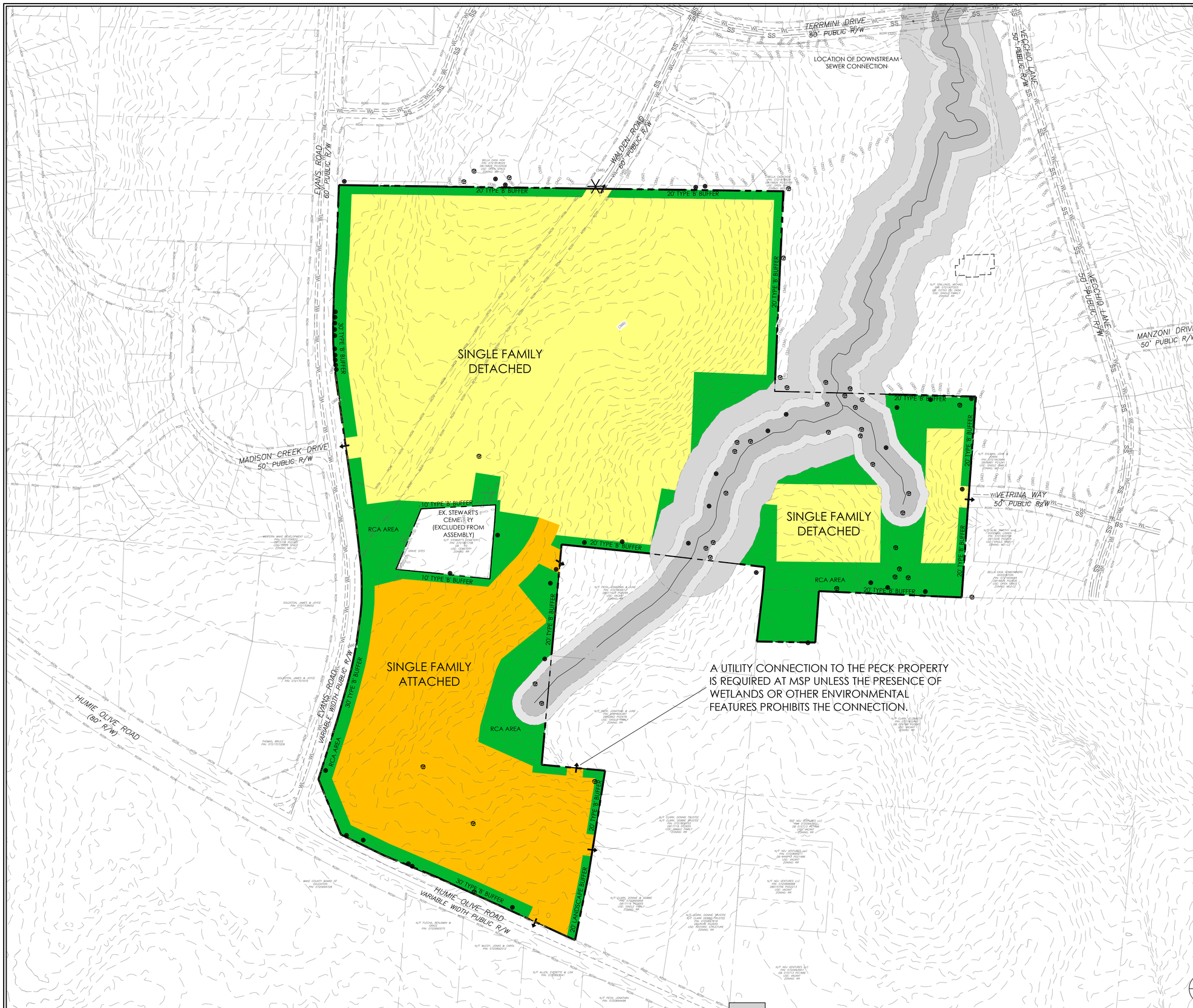

UTILITY NOTES:

1. THE SITE IS REQUESTING FULL TOWN SERVICES - WATER, SEWER AND ELECTRICITY
2. THIS SITE WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.

PROPOSED WATER CONNECTIONS

PROPOSED SEWER CONNECTIONS

PROJECT PERIMETER BOUNDARY

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY

N

0 50 100 200

SCALE: 1" =100'

1 C200 CONCEPTUAL UTILITY PLAN

SCALE: 1"= 100'

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ph: 919.439.0700
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project:
EVANS ROAD PUD ASSEMBLY
EVANS ROAD @ HUMIE OLIVE ROAD
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

No.	DATE	REVISION	BY

title:
CONCEPTUAL UTILITY PLAN

proj #: 180903

date: May 3, 2021

dwg by: JE chkd by: JR

scale: As Noted

sheet: *C200*

SKETCH PLAN

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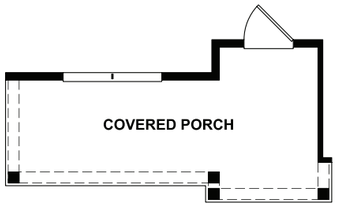
Paid Options

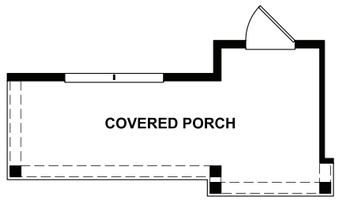
Structural options that add square footage or other structure (s) to the home for a fee

Optional Exterior FCL on Second Floor

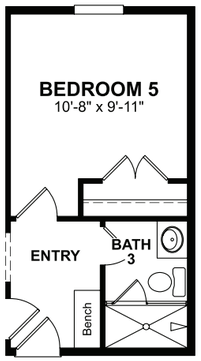
Optional Exterior FHL on Second Floor



Optional Exterior FCL on First Floor



Optional Exterior FHL on First Floor



Optional Bedroom 5/Bath 3 ILO Study/Powder

Legend

OPT - Optional	HVAC - Heating Ventilating and Air Conditioning
ILO - In Lieu Of	MECH - Mechanical Room
UTIL - Utility	WO - Wall Oven
WIC - Walk In Closet	MO - Microwave Oven
WIP - Walk In Pantry	LIN - Linen
PDR - Powder Room	PAN - Pantry
SGD - Sliding Glass Door	Dotted Lines Denote Optional Items
W - Washer	Dashed Lines Denote Elevated Features
D - Dryer	
WH - Water Heater	
DW - Dishwasher	
REF - Refrigerator	

BEAZER HOMES

Beckett

3-5 beds / 2.5-3 baths
2,556 sq. ft.
2-car garage

French Country L Exterior

Farmhouse L Exterior

Traditional L Exterior

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BZH LISTED NYSE

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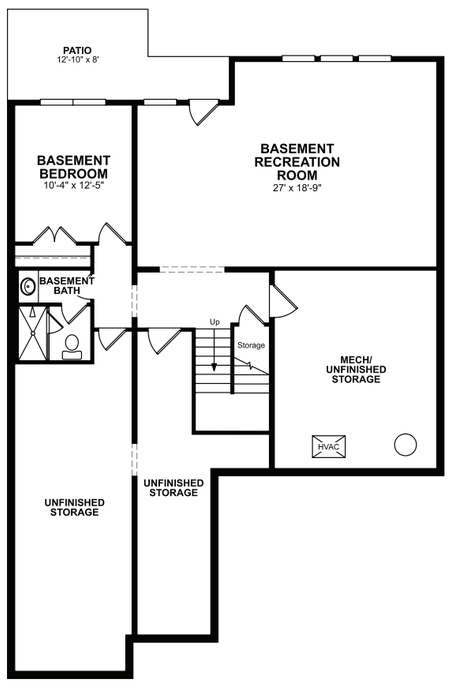
Paid Options

Structural options that add square footage or other structure (s) to the home for a fee

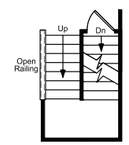
BEAZER HOMES

Dianne

4-6 beds / 3.5-4.5 baths
3,501 sq. ft.
2-car garage



Optional Basement



Stairs to
Optional Basement

Arts & Crafts L Exterior

French Country L Exterior

Farmhouse L Exterior

Traditional A Exterior

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
PDR - Powder Room
SGD - Sliding Glass Door
W - Washer
D - Dryer
WH - Water Heater
DW - Dishwasher
REF - Refrigerator
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WO - Wall Oven
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Dotted Lines Denote Optional Items
Dashed Lines Denote Elevated Features

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BZH LISTED NYSE EQUAL HOUSING OPPORTUNITY ENERGY STAR PARTNER

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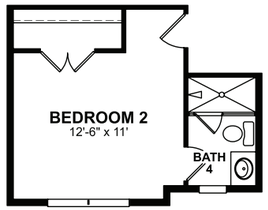
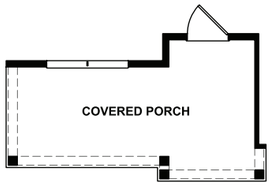
Paid Options

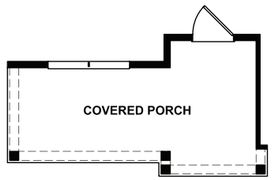
Structural options that add square footage or other structure (s) to the home for a fee



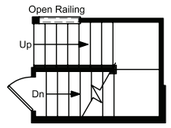
Optional Bath 4
ILO Walk-In Closet



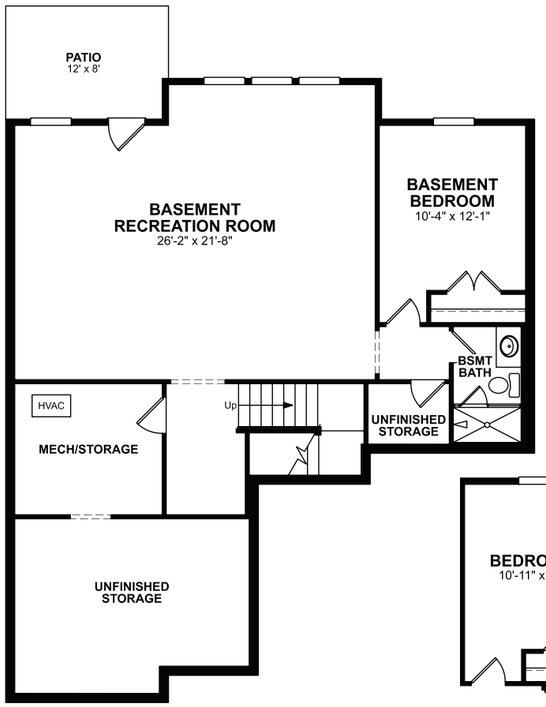
Elevation FCL



Elevation FHL



Stairs to Optional Basement



Optional Basement

Elevation FCL

Elevation FHL

Optional Bedroom 5/
Bath 3 ILO Study/Powder

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
PDR - Powder Room
SGD - Sliding Glass Door
W - Washer
D - Dryer
WH - Water Heater
DW - Dishwasher
REF - Refrigerator

HVAC - Heating Ventilating and Air Conditioning
MECH - Mechanical Room
WO - Wall Oven
MO - Microwave Oven
LIN - Linen
PAN - Pantry

Dotted Lines Denote Optional Items

Dashed Lines Denote Elevated Features

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V643 v1.2 2-21

BEAZER HOMES

Miller

4-6 beds / 2.5-5 baths
2,972 sq. ft.
2-car garage

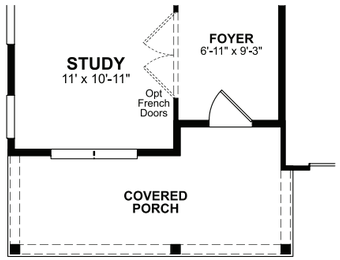
French Country L Exterior

Farmhouse L Exterior

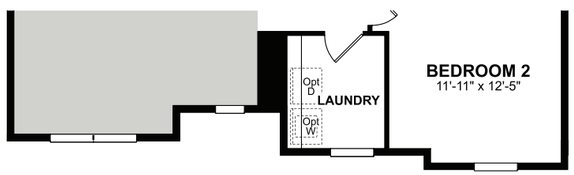
Traditional L Exterior

Paid Options

Structural options that add square footage or other structure (s) to the home for a fee



Elevation FHL/ FHM/ FCL/ TRM



Elevation FHL/ FHM

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
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HVAC - Heating Ventilating and Air Conditioning
MECH - Mechanical Room
WO - Wall Oven
MO - Microwave Oven
LIN - Linen
PAN - Pantry

Dotted Lines Denote Optional Items

Dashed Lines Denote Elevated Features

BEAZER HOMES

Douglas

5 beds / 4.5 baths
3,431 sq. ft.
2-car garage

French Country L Exterior

Farmhouse L Exterior

Farmhouse M Exterior

Traditional L Exterior

Traditional M Exterior

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V648 v1.3 4-21

BEAZER HOMES

DIANNE
RLH V567

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 PH: 770-777-0074

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan Elev TRA/TRL
F-1.1	Slab Plan Elev ACL
F-1.2	Slab Plan Elev FHL
F-1.3	Slab Plan Elev FCL
F-1.4	Slab Plan Options
F-2.0	Crawl Plan
F-2.1	Crawl Plan Partials
F-3.0	Basement Plan
F-3.1	Basement Plan Partials
A-1.0	First Floor Plan & Partial
A-1.1	First Floor Plan Partials
A-2.0	Second Floor Plan & Partial
A-2.1	Second Floor Plan Partials
A-3.0	Front Elevation TRA
A-3.1	Side Elevations TRA
A-3.2	Front Elevation ACL
A-3.3	Side Elevations ACL
A-3.4	Front Elevation FHL
A-3.5	Side Elevations FHL
A-3.6	Front Elevation FCL
A-3.7	Side Elevations FCL
A-4.0	Typical Sections
O-1.0	Choice Options
O-2.0	Optional Fireplace
O-3.0	Optional Screened Porch
O-4.0	Optional Basement Elevation

Sheet List

Sheet #	Description
E-1.0	First Floor Electrical Plan
E-2.0	Second Floor Electrical Plan
E-3.0	Option Electrical Plans
E-4.0	Basement Electrical Plan
S-0.0	Structural Notes
S-1.0	1st Floor Framing Plans
S-2.0	2nd Floor Framing Plans
S-3.0	Roof Framing Plans
S-4.0	Options Framing Plans
S-5.0	Shear Transfer Details

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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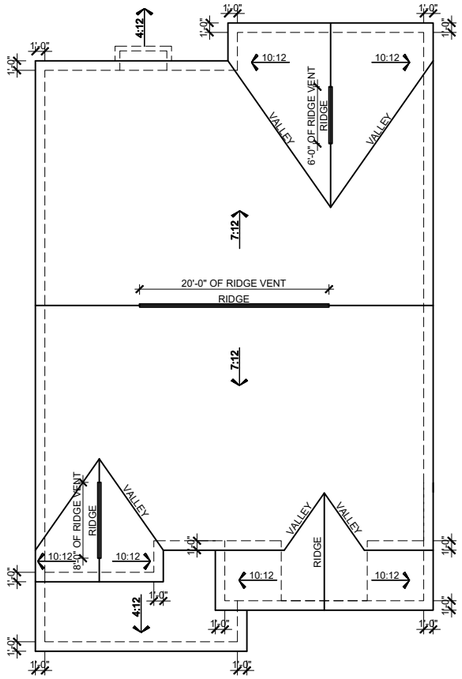
BEAZER HOMES

RLH V567 3.2
Cover Sheets
Cover Sheet

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: CS-1.0

Plot Date: 24-07-2020 21:15:02; By: Vijay Panchal



ROOF PLAN TRA

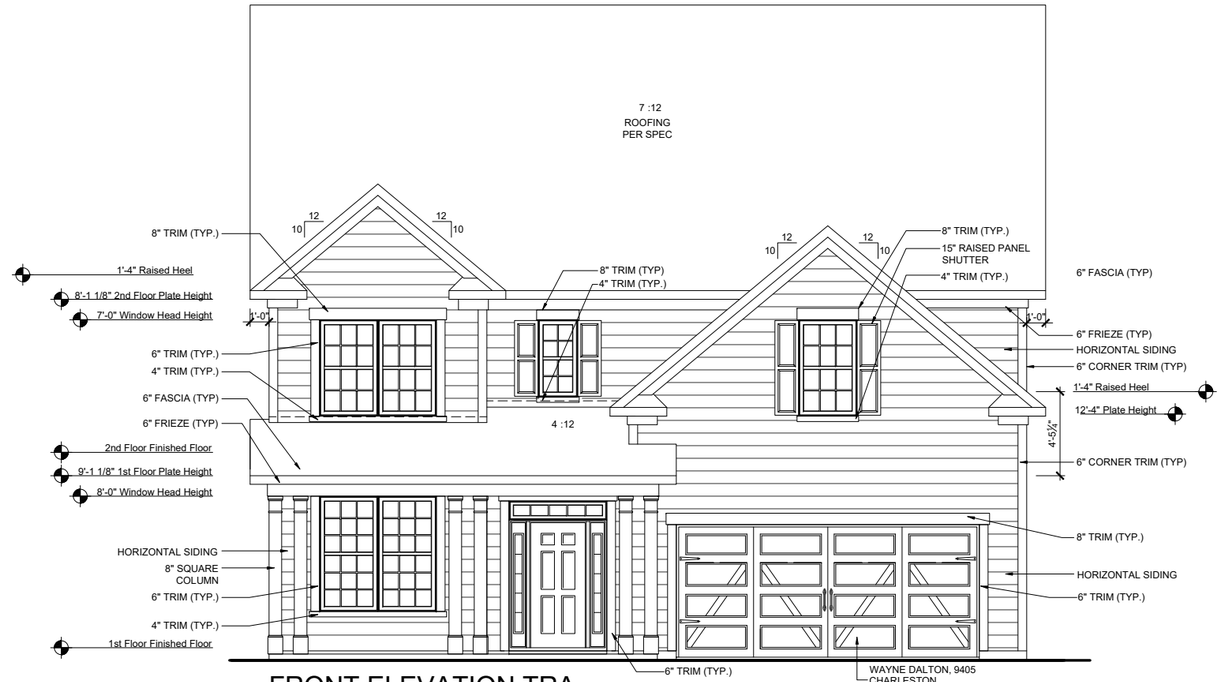
SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF TRA

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		2161 SF
2161 SF x 1/300		7.13SF
7.13 SF x 144 SQ. IN.	REQ TOTAL VENT:	1026.9 IN.
HIGH VENTING		
(34') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		612 SQ. IN.
LOW VENTING		
(50') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		450 SQ. IN.
TOTAL FREE AREA PROVIDED		1062 SQ. IN.

PORCH/GARAGE ROOF TRA

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		246 SF
246 SF x 1/300		.81 SF
.81 SF x 144 SQ. IN.	REQ TOTAL VENT:	116.90 IN.
HIGH VENTING		
(0') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		0 SQ. IN.
LOW VENTING		
(14') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		126 SQ. IN.
TOTAL FREE AREA PROVIDED		126 SQ. IN.

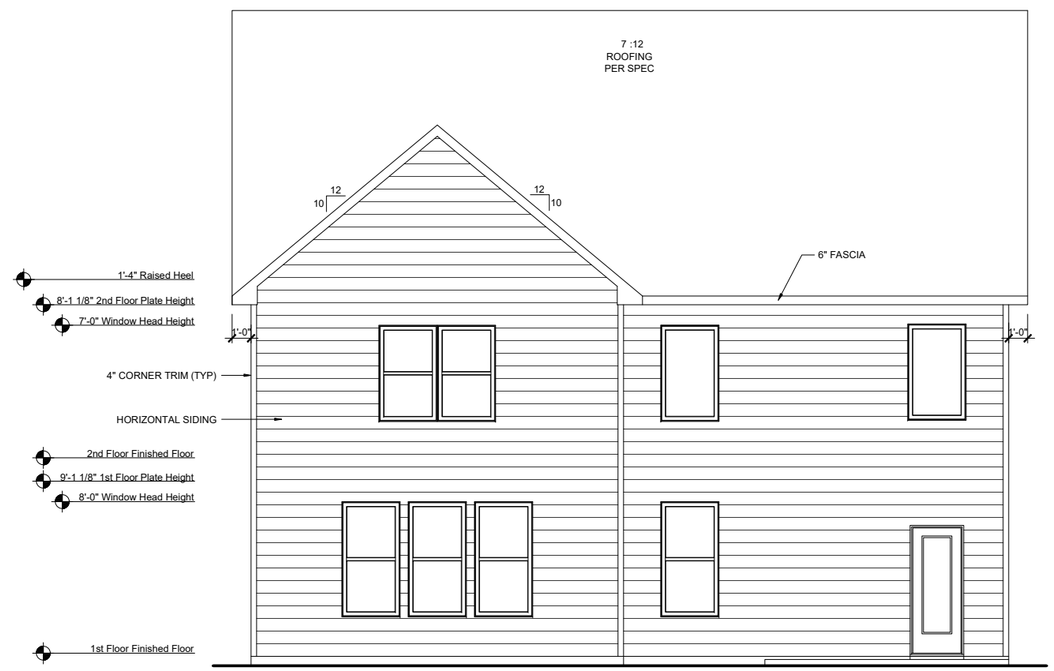


FRONT ELEVATION TRA

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION - TRA on CRAWLSPACE

SCALE: 3/32"=1'-0" (11"x17" SHEET SIZE)
SCALE: 3/16"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION TRA

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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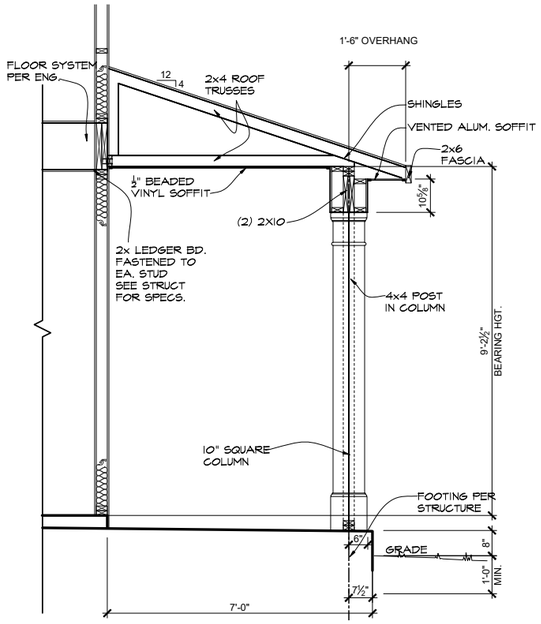
BEAZER HOMES

RLH V567 3.2
Elevation Plans
Front Elevation TRA

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.0

Plot Date: 24-07-2020 21:24:43; By: Vijay Panchal



FRONT PORCH SECTION

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)

LEFT ELEVATION TRA

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

RIGHT ELEVATION TRA

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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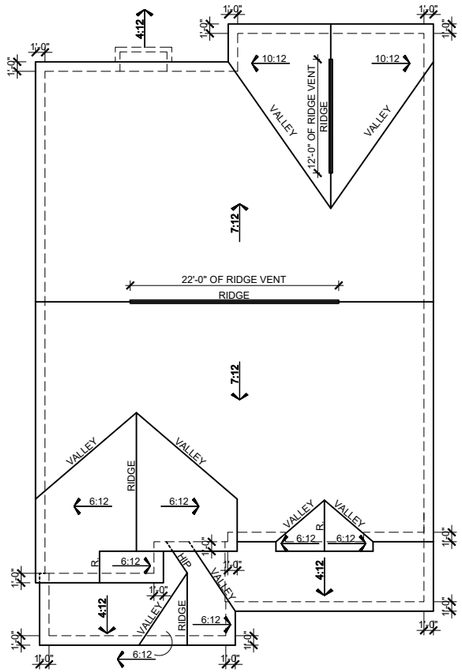
BEAZER HOMES

RLH V567 3.2
Elevation Plans
Side Elevations TRA

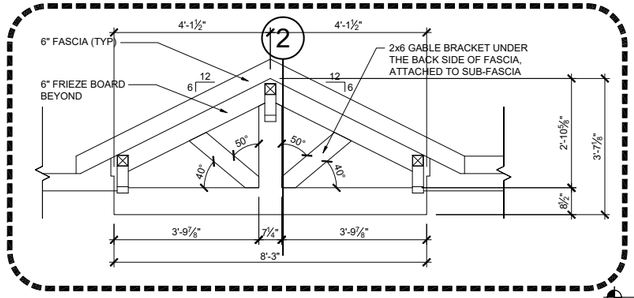
drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.1

Plot Date: 24-07-2020 21:24:45; By: Vijay Panchal



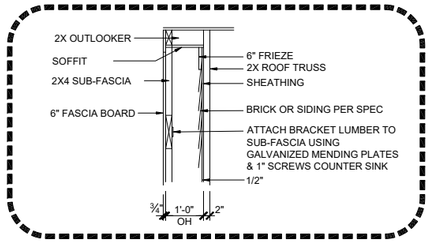
ROOF PLAN ACL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



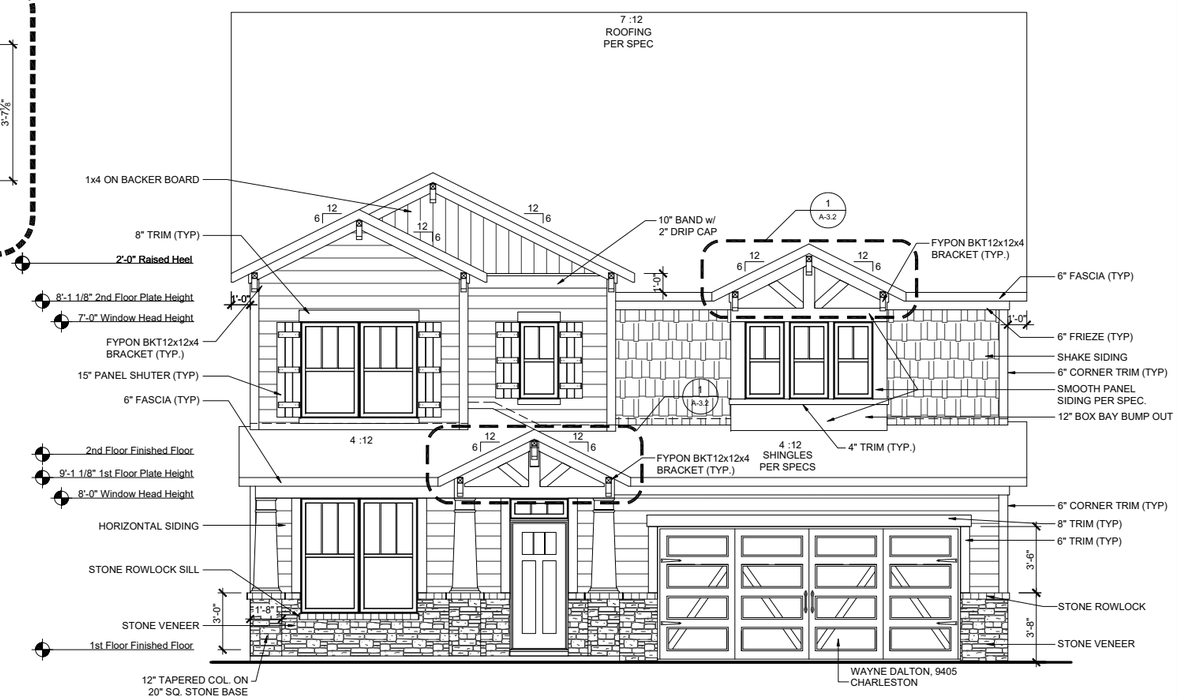
1 GABLE END DETAIL

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)



2 GABLE END SECTION DETAIL

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION - ACL on CRAWLSPACE

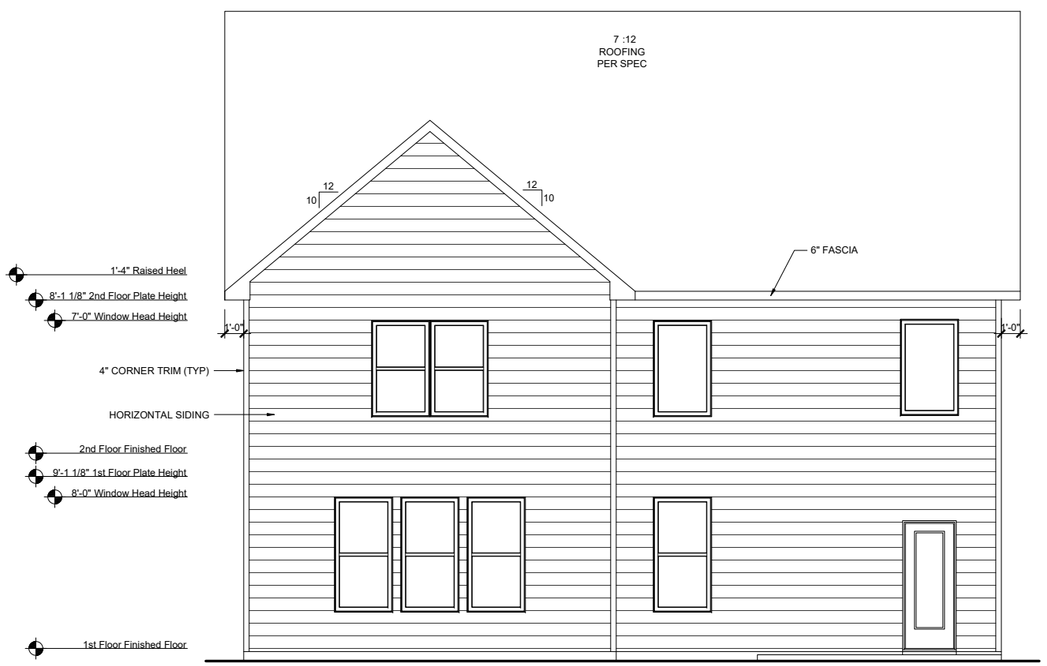
SCALE: 3/32"=1'-0" (11"x17" SHEET SIZE)
SCALE: 3/16"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF ACL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		2091 SF
2091 SF x 1/300		6.97 SF
6.97 SF x 144 SQ. IN.	REQ TOTAL VENT:	1004 IN.
HIGH VENTING		
(34') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		612 SQ. IN.
LOW VENTING		
(50') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		450 SQ. IN.
TOTAL FREE AREA PROVIDED		1062 SQ. IN.

PORCH/GARAGE ROOF ACL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		301 SF
301 SF x 1/300		1.00 SF
1.00 SF x 144 SQ. IN.	REQ TOTAL VENT:	144 IN.
HIGH VENTING		
(0') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		0 SQ. IN.
LOW VENTING		
(20') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		180 SQ. IN.
TOTAL FREE AREA PROVIDED		180 SQ. IN.



REAR ELEVATION ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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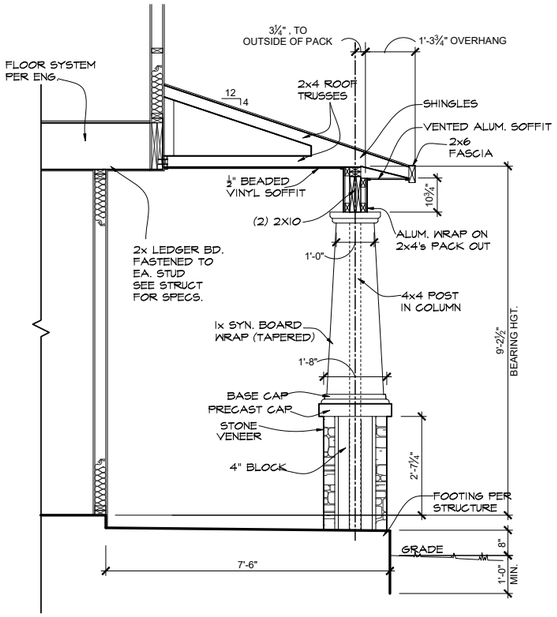
BEAZER HOMES

RLH V567 3.2
Elevation Plans
Front Elevation ACL

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.2

Plot Date: 24-07-2020 21:24:48; By: Vijay Panchal

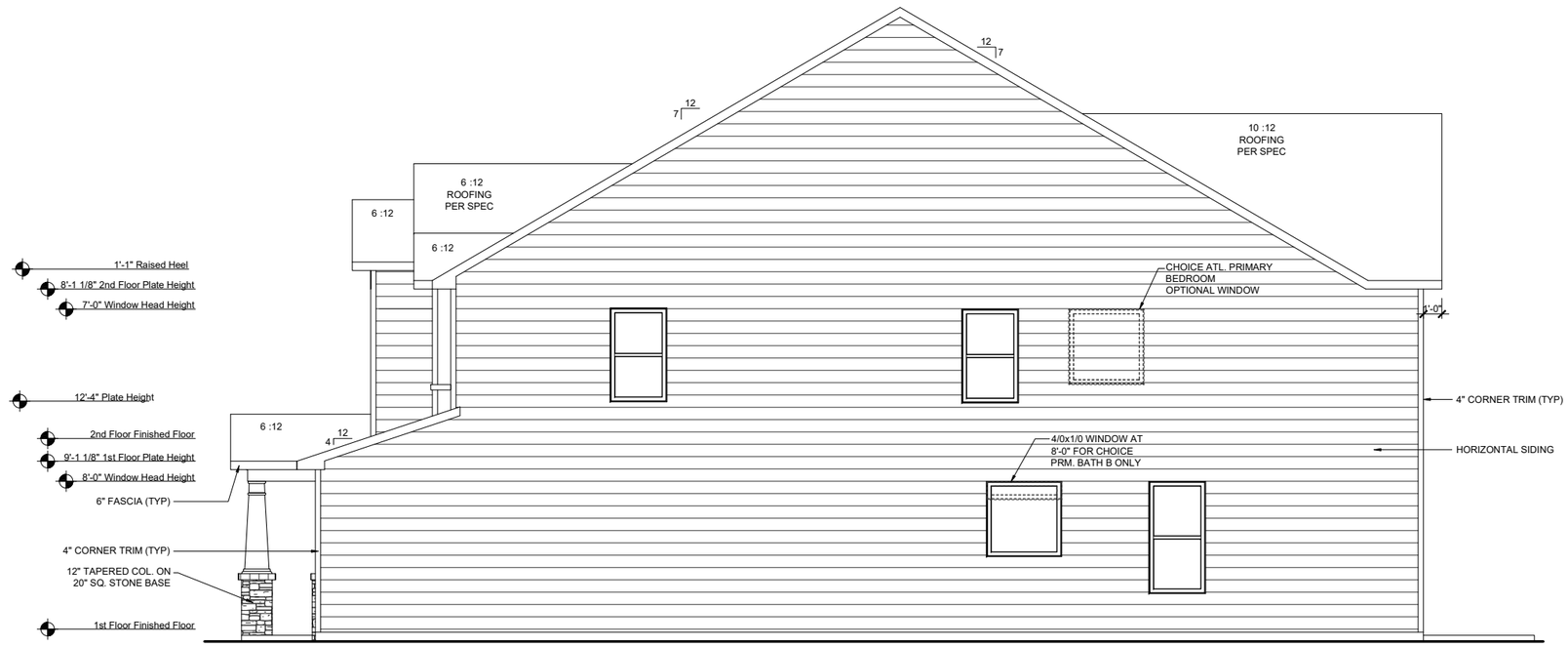


FRONT PORCH SECTION

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)

LEFT ELEVATION ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

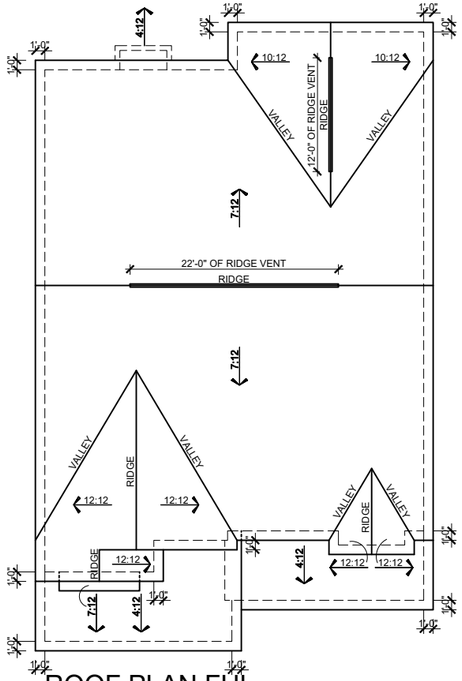
RLH V567 3.2

Elevation Plans

Side Elevations ACL

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number:
A-3.3

Plot Date: 24-07-2020 21:24:50; By: Vijay Panchal



ROOF PLAN FHL

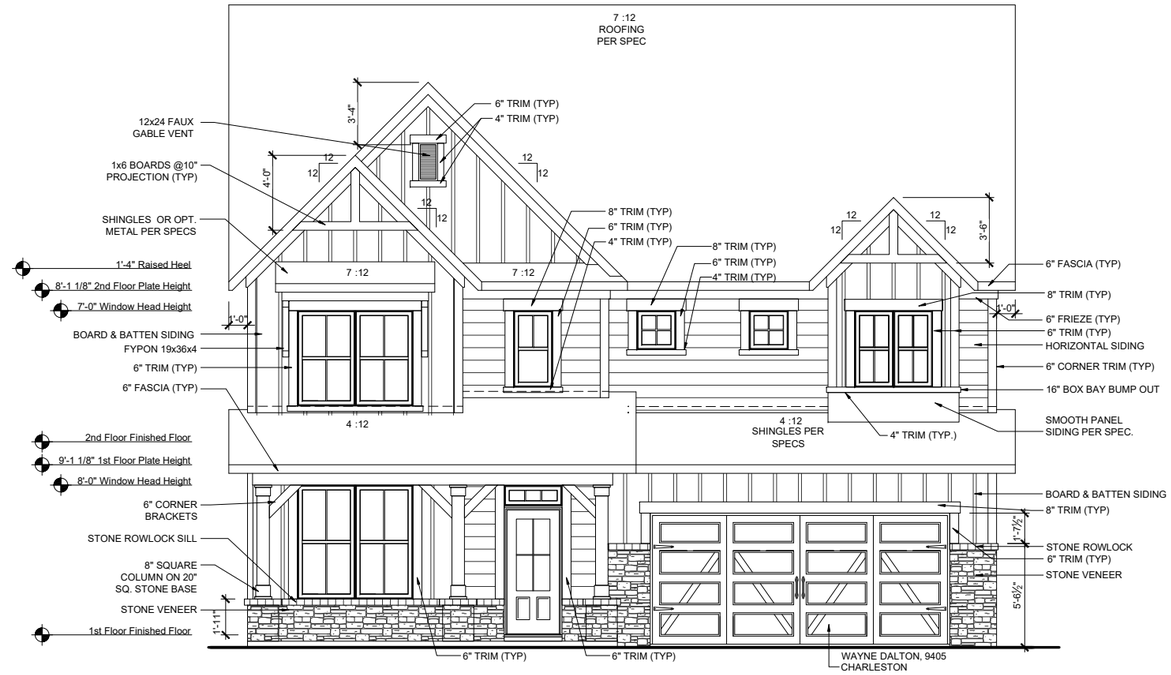
SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FHL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		2094 SF
2094 SF x 1/300		6.91 SF
6.91 SF x 144 SQ. IN.	REQ TOTAL VENT:	995.1 IN.
HIGH VENTING (34') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		612 SQ. IN.
LOW VENTING (50') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		450 SQ. IN.
TOTAL FREE AREA PROVIDED		1062 SQ. IN.

PORCH/GARAGE ROOF FHL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		369 SF
369 SF x 1/300		1.22 SF
1.22 SF x 144 SQ. IN.	REQ TOTAL VENT:	176.3 IN.
HIGH VENTING (0') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		0 SQ. IN.
LOW VENTING (20') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		180 SQ. IN.
TOTAL FREE AREA PROVIDED		180 SQ. IN.

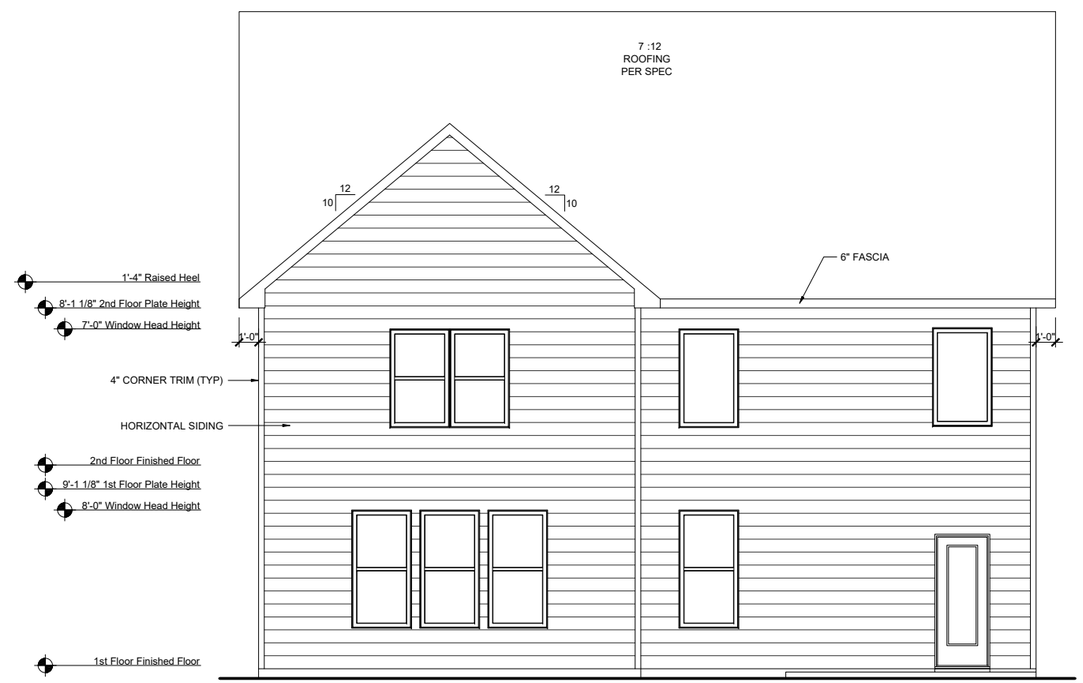


FRONT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION - FHL on CRAWLSPACE

SCALE: 3/32"=1'-0" (11"x17" SHEET SIZE)
SCALE: 3/16"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

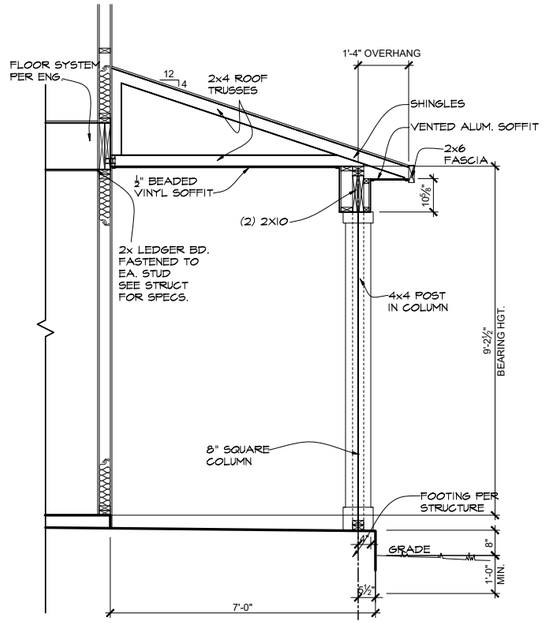
RLH V567 3.2

Elevation Plans

Front Elevation FHL

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.4

Plot Date: 24-07-2020 21:24:53; By: Vijay Panchal

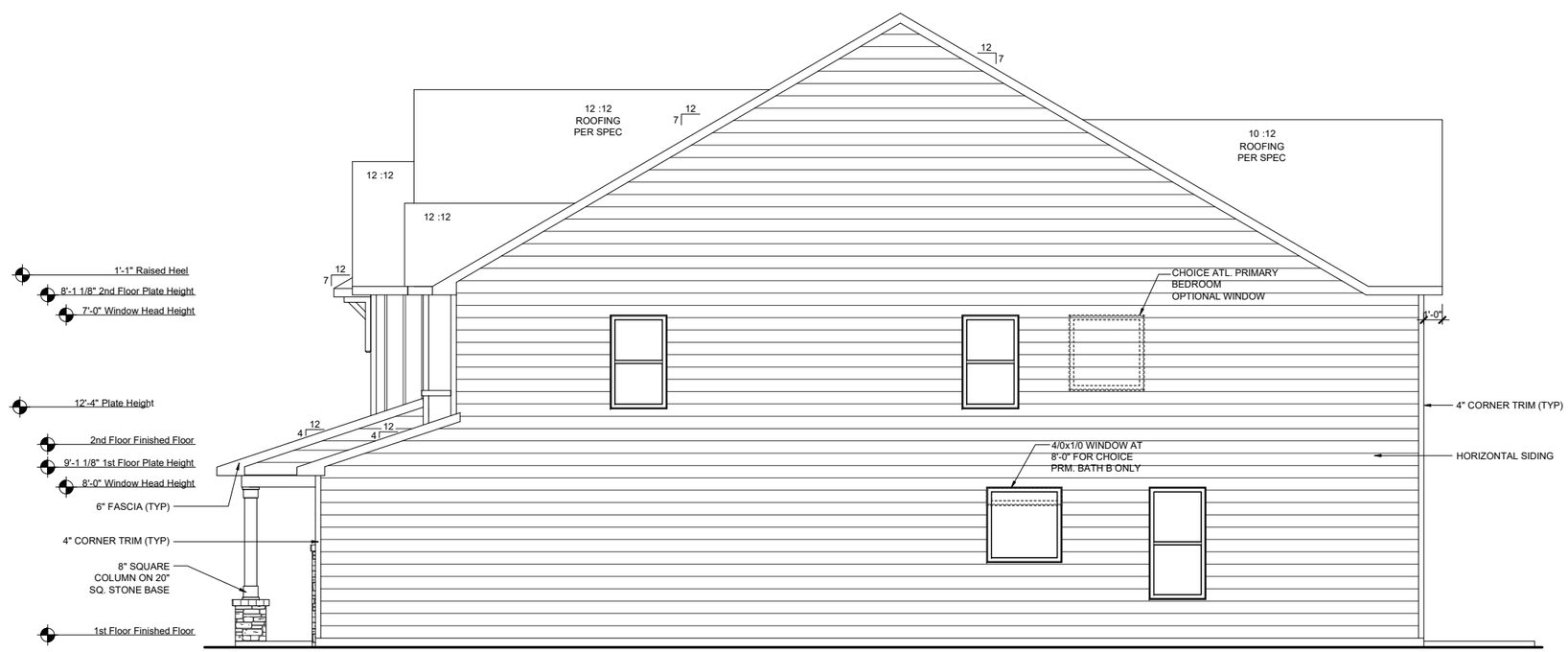


FRONT PORCH SECTION

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)

LEFT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

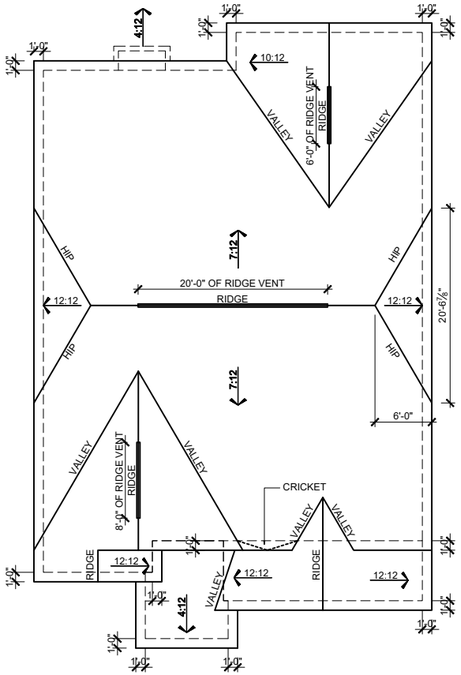
RLH V567 3.2

Elevation Plans

Side Elevations FHL

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.5

Plot Date: 24-07-2020 21:24:55; By: Vijay Panchal



ROOF PLAN FCL

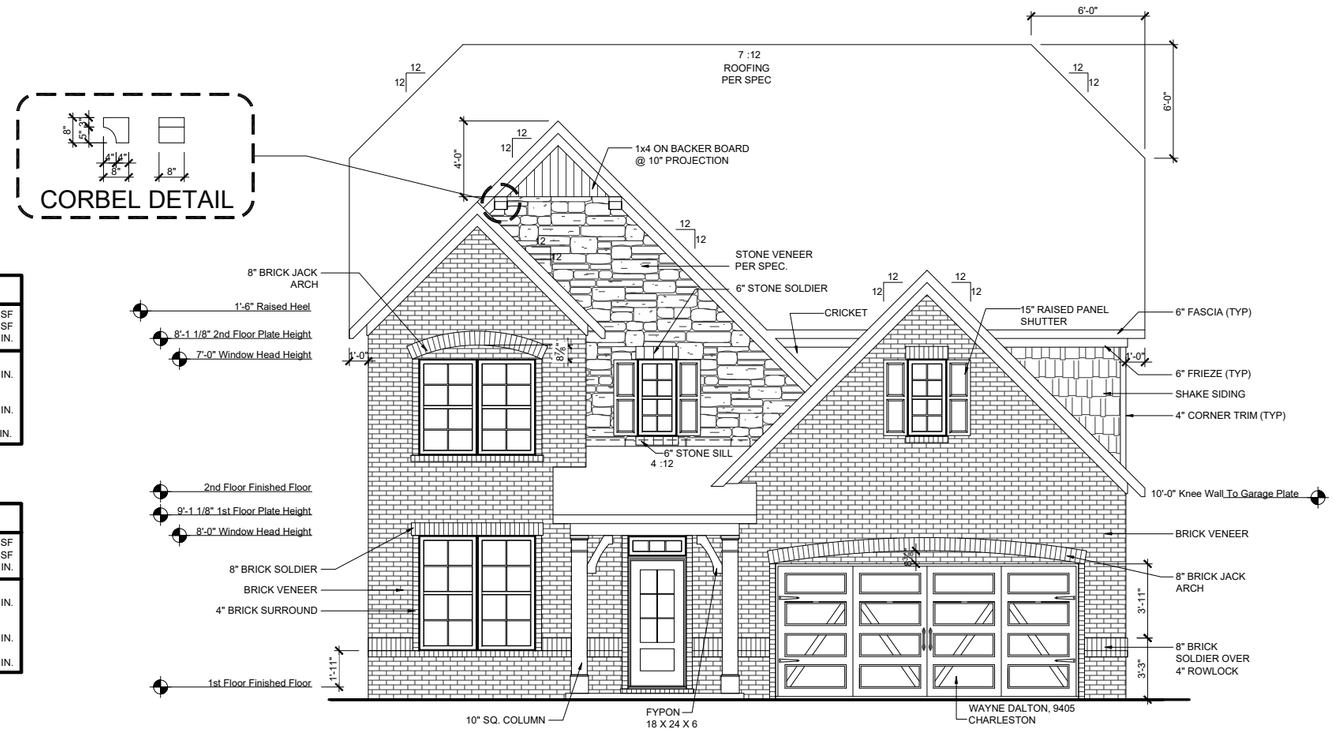
SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FCL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		2113 SF
2113 SF x 1/300		6.97 SF
6.97 SF x 144 SQ. IN.	REQ TOTAL VENT:	1004.1 IN.
HIGH VENTING		
(34') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		612 SQ. IN.
LOW VENTING		
(50') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		450 SQ. IN.
TOTAL FREE AREA PROVIDED		1062 SQ. IN.

PORCH/GARAGE ROOF FCL

ATTIC VENT CALCULATION		
ATTIC SQUARE FOOTAGE =		208 SF
208 SF x 1/300		.69 SF
.69 SF x 144 SQ. IN.	REQ TOTAL VENT:	98.8 IN.
HIGH VENTING		
(0') RIDGE VENTS x 18 SQ. IN. PER LINEAL FT		0 SQ. IN.
LOW VENTING		
(12') SOFFIT VENTS x 9 SQ. IN. PER LINEAL FT		108 SQ. IN.
TOTAL FREE AREA PROVIDED		108 SQ. IN.

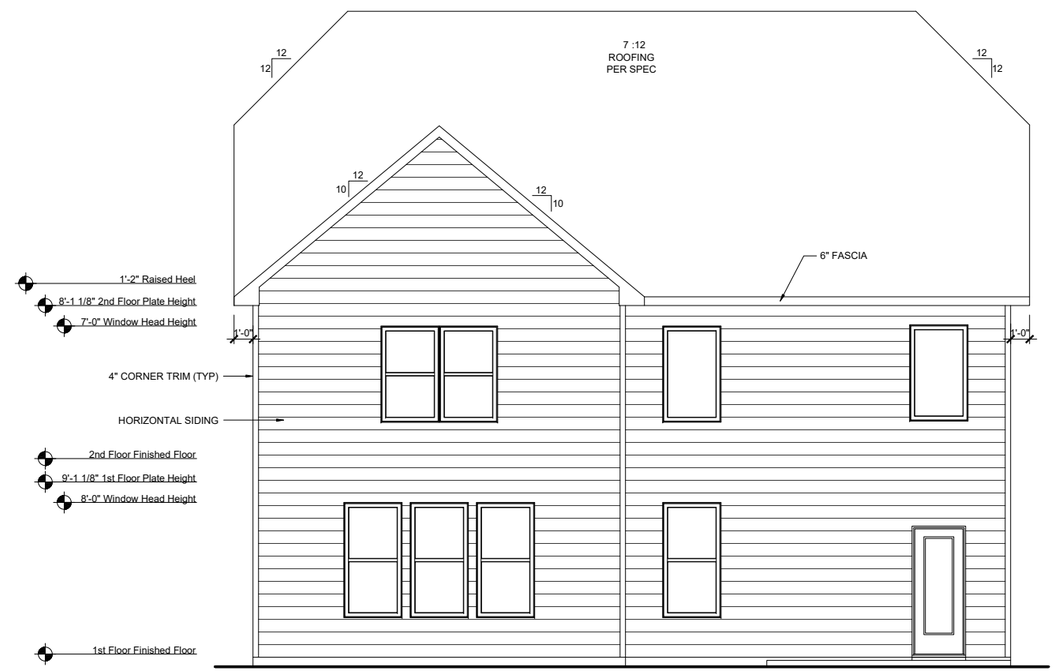


FRONT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION - FCL on CRAWLSPACE

SCALE: 3/32"=1'-0" (11"x17" SHEET SIZE)
SCALE: 3/16"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

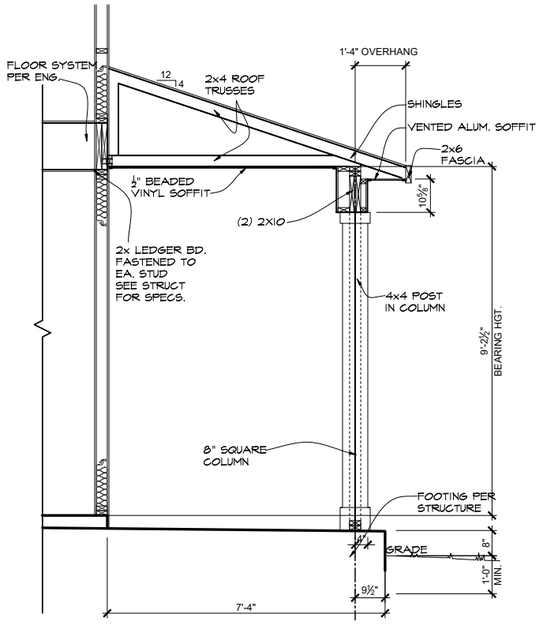
RLH V567 3.2

Elevation Plans

Front Elevation FCL

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.6

Plot Date: 24-07-2020 21:24:59; By: Vijay Panchal

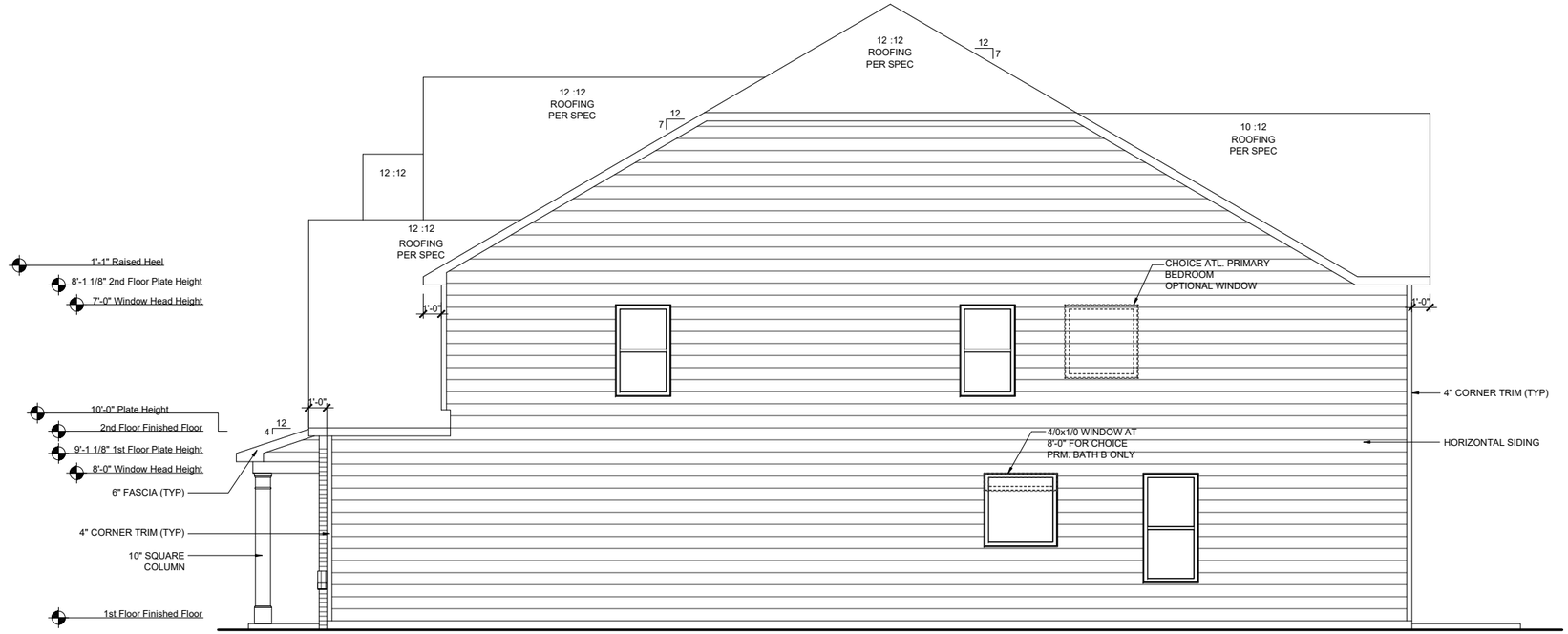


FRONT PORCH SECTION

SCALE: 1/4"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/2"=1'-0" (24"x36" SHEET SIZE)

LEFT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

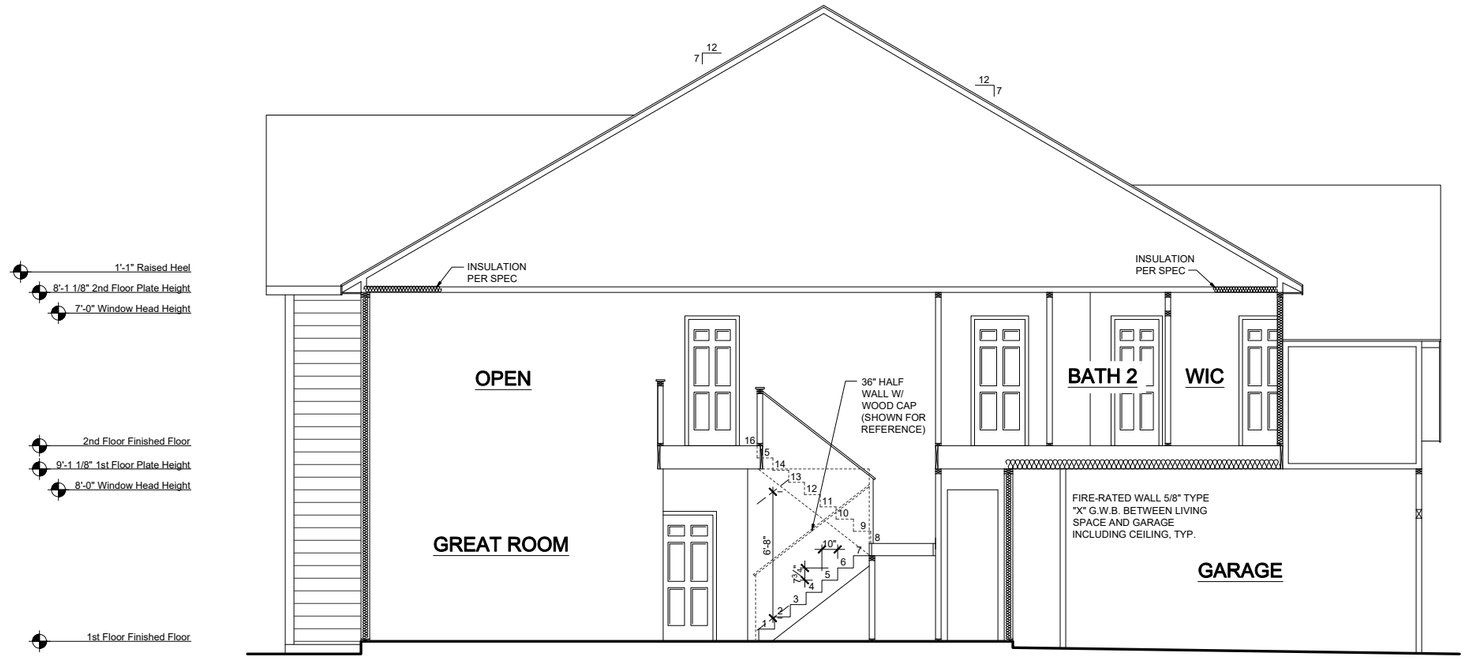
RLH V567 3.2

Elevation Plans

Side Elevations FCL

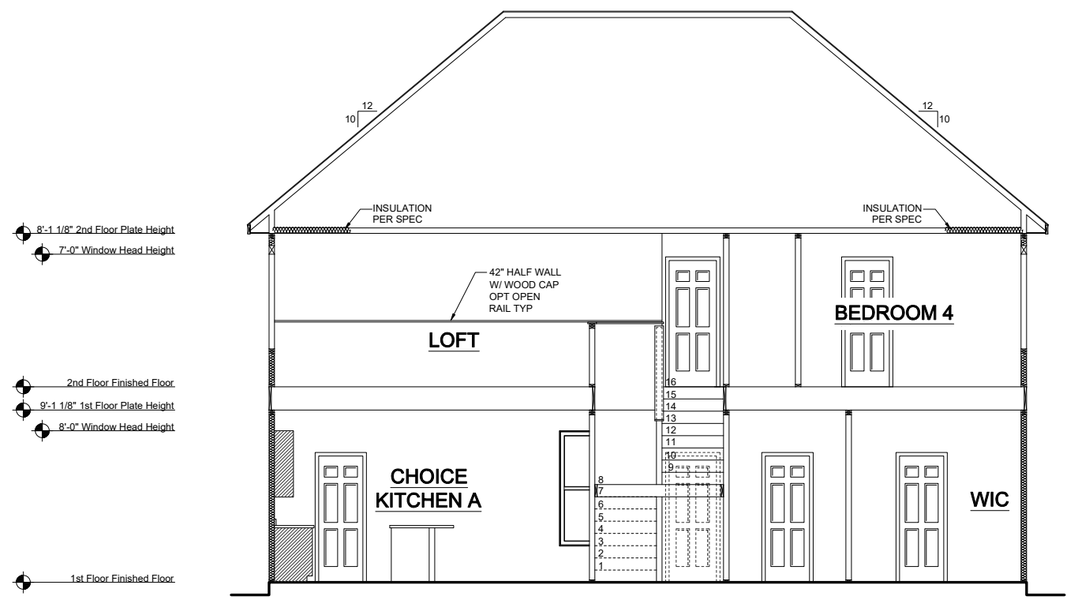
drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-3.7

Plot Date: 24-07-2020 21:25:01; By: Vijay Panchal



SECTION 1

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



SECTION 2

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

RLH V5673.2

Typical Sections

Sections

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: A-4.0

Plot Date: 24-07-2020 21:25:02; By: Vijay Panchal

REAR ELEVATION AT BASEMENT

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v3.0	08.16.19
v3.1	10.14.19
v3.2	07.22.19

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BEAZER HOMES

RLH V567 3.2

Structural Options

Optional Basement Elevation

drawn by: BZH
checked by: SDP
date: 11.07.17
sheet number: O-4.0

Plot Date: 24-07-2020 21:17:55; By: Vijay Panchal

BECKETT
RLH V642

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 PH: 770-777-0074

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan TRL
F-1.1	Slab Plan FHL
F-1.2	Slab Plan FCL
F-1.3	Slab Plan Options
F-2.0	Crawl Plan TRL
F-2.1	Crawl Plan Partials
A-1.0	First Floor Plan & Partials
A-2.0	Second Floor Plan & Partials
A-3.0	Front Elevation TRL
A-3.1	Side Elevation TRL
A-3.2	Front Elevation FHL
A-3.3	Side Elevation FHL
A-3.4	Front Elevation FCL
A-3.5	Side Elevation FCL
A-4.0	Typical Sections
O-1.0	Choice Options
O-2.0	Floor Plan Options
O-2.1	Optional Screened Porch
E-1.0	First Floor Electrical Plan
E-2.0	Second Floor Electrical Plan
E-3.0	Option Electrical Plans
S-0.0	Structural Notes
S-1.0	1st Floor Framing Plans
S-2.0	2nd Floor Framing Plans
S-3.0	Roof Framing Plans
S-4.0	Options Framing Plans
S-5.0	Shear Transfer Details
S-5.1	Shear Transfer Details

REV.	DATE
1.1	10/11/19
1.2	02/06/20
1.3	07/23/20

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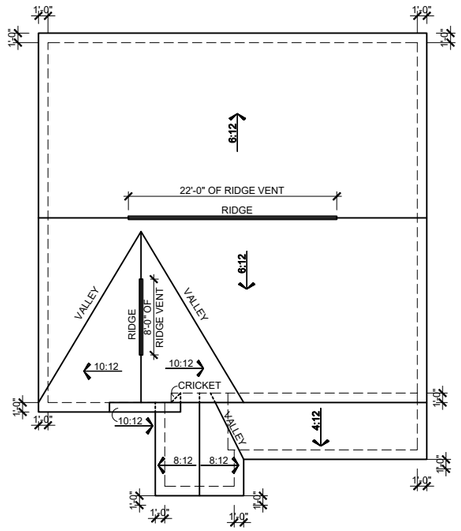
RLH V642 | 1.3
Cover Sheets
Cover Sheet

drawn by: XSI
checked by: BZH
date: 07/24/19
sheet number: CS-1.0

Plot Date: 23-07-2020 09:23:53; By: Amar



ROOF PLAN TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF TRL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1456 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1456 SQ FT x 1/300) x 144) /2 = 349 SQ. IN.

349 / 18 NFA OF RIDGE VENT = 19 L.F.
349 / 9 NFA OF SOFFIT VENT = 39 L.F.

ACTUAL RIDGE VENT PROVIDED: 30'
ACTUAL SOFFIT VENT PROVIDED: 60'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

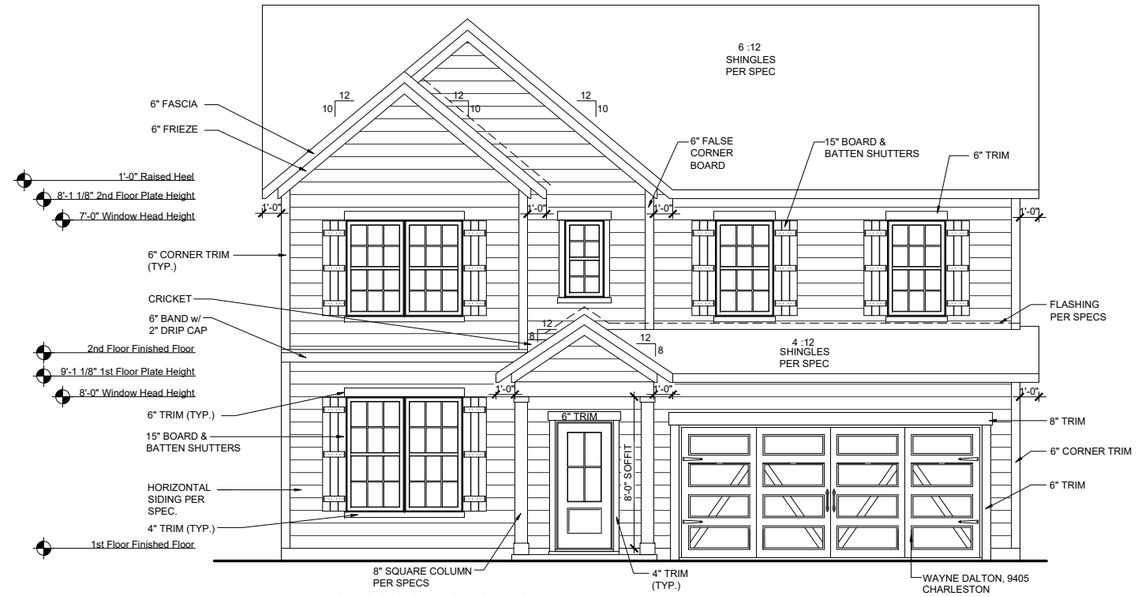
TOTAL SQ. FT. OF ROOF AREA: 187 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((187 SQ FT x 1/150) x 144) = 180 SQ. IN.

180 / 9 NFA OF SOFFIT VENT = 20 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 34'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

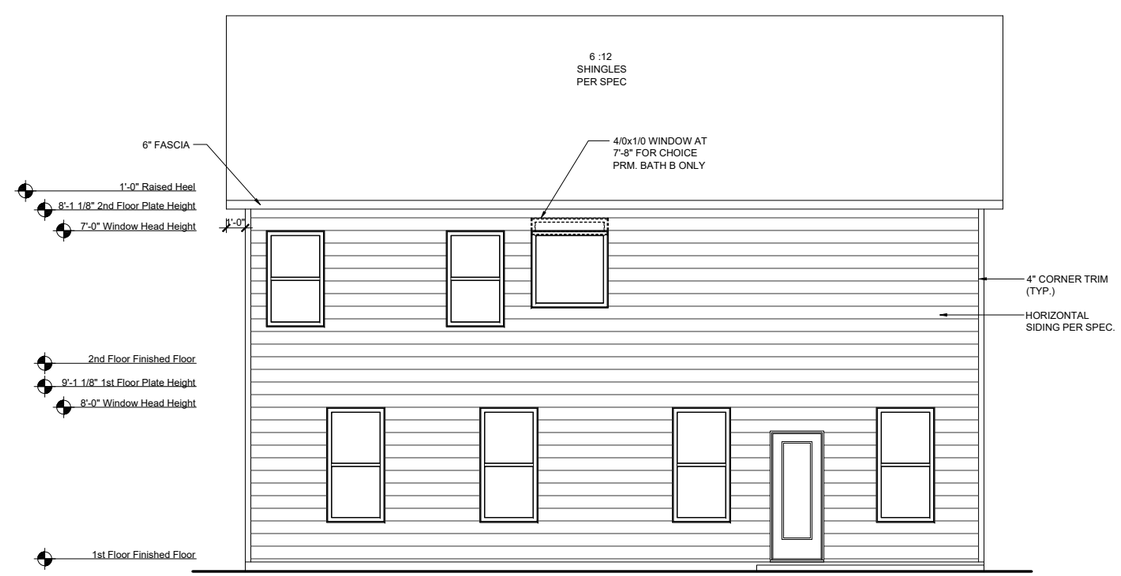


FRONT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION TRL on CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
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BEAZER HOMES

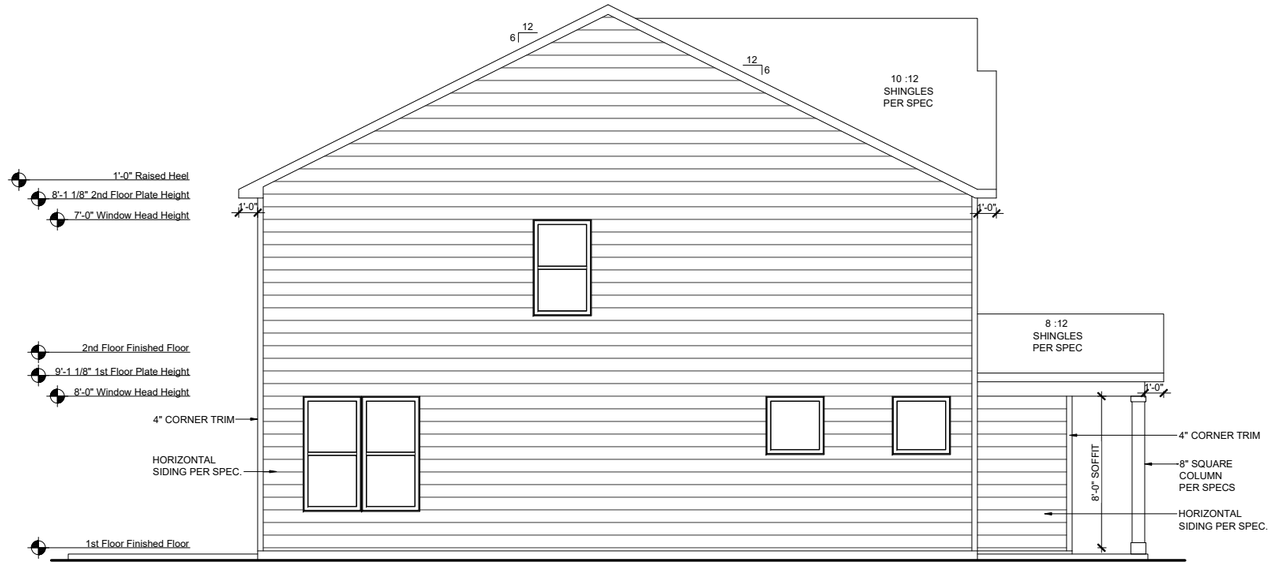
RLH V642 1.3

Elevation Plans

Front Elevation TRL

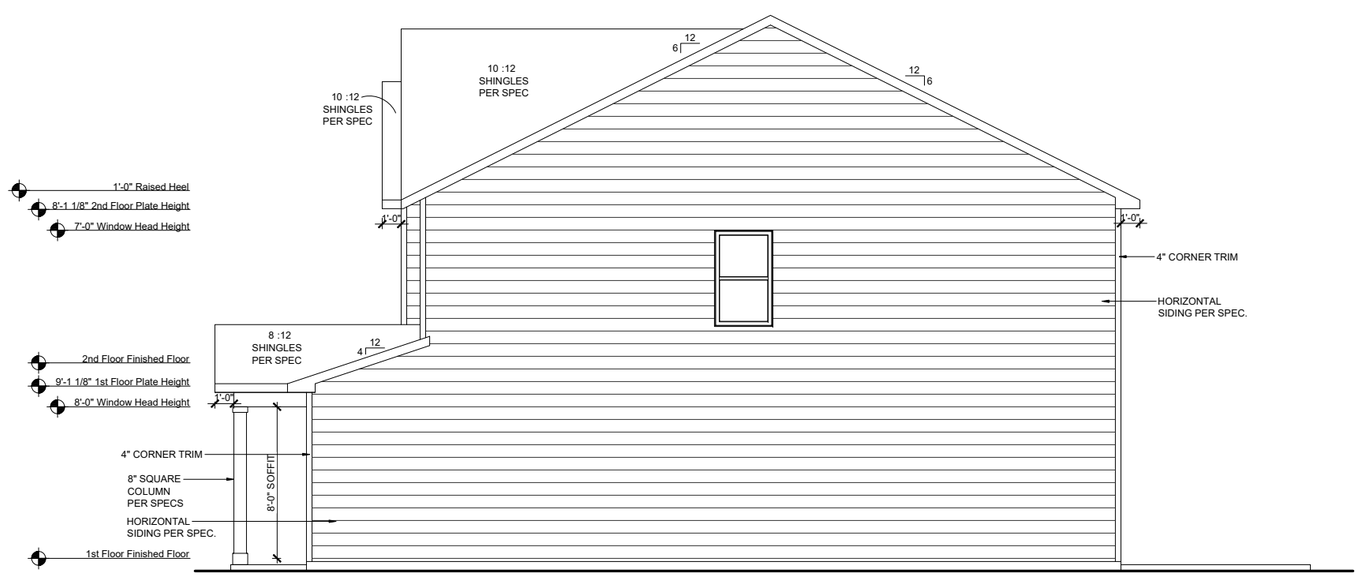
drawn by: XSI
checked by: BZH
date: 07/24/19
sheet number:
A-3.0

Plot Date: 23-07-2020 09:25:12; By: Amar



LEFT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
1.2	02/06/20
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BEAZER HOMES

RLH V642 1.3

Elevation Plans

Side Elevations TRL

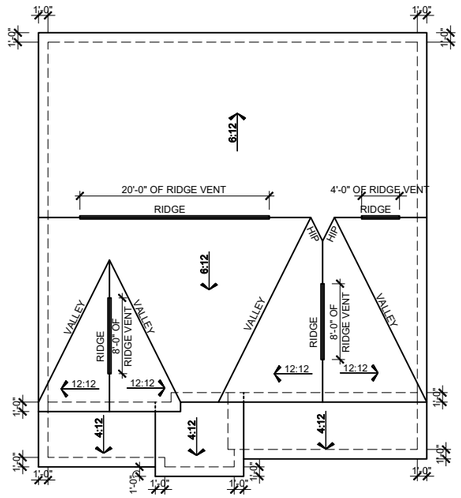
drawn by: XSI

checked by: BZH

date: 07/24/19

sheet number: A-3.1

Plot Date: 23-07-2020 09:25:24; By: Amar



ROOF PLAN FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FHL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1456 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1456 SQ FT x 1/300) x 144) /2 = 349 SQ. IN.

349 / 18 NFA OF RIDGE VENT = 19 L.F.
349 / 9 NFA OF SOFFIT VENT = 39 L.F.

ACTUAL RIDGE VENT PROVIDED: 40'
ACTUAL SOFFIT VENT PROVIDED: 60'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

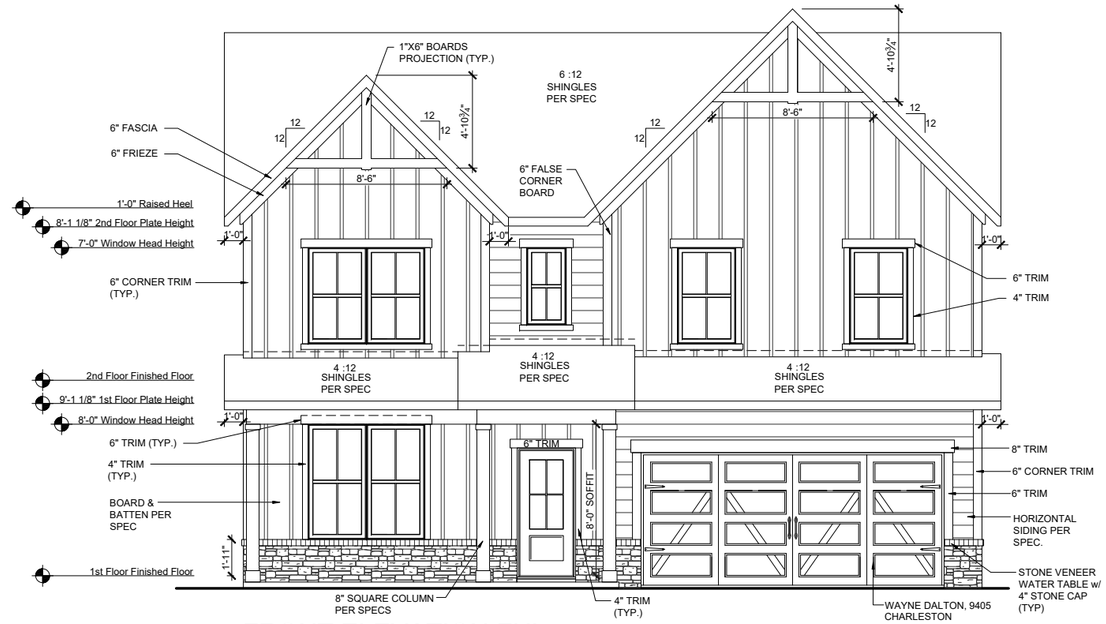
TOTAL SQ. FT. OF ROOF AREA: 245 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((245 SQ FT x 1/150) x 144) = 235 SQ. IN.

235 / 9 NFA OF SOFFIT VENT = 26 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 39'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

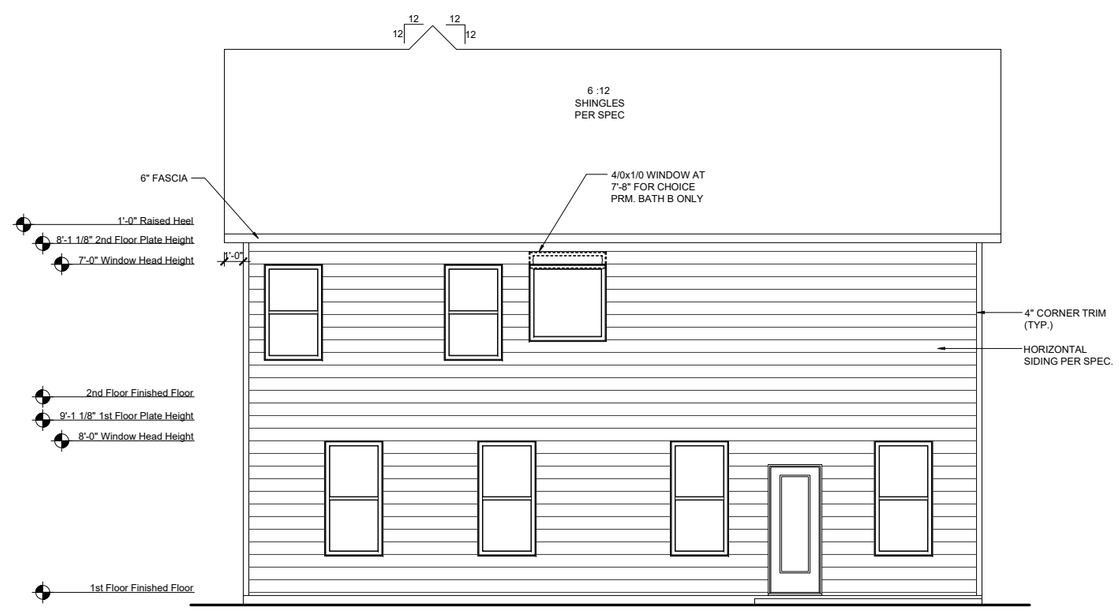


FRONT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION FHL on CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
1.2	02/06/20
1.3	07/23/20

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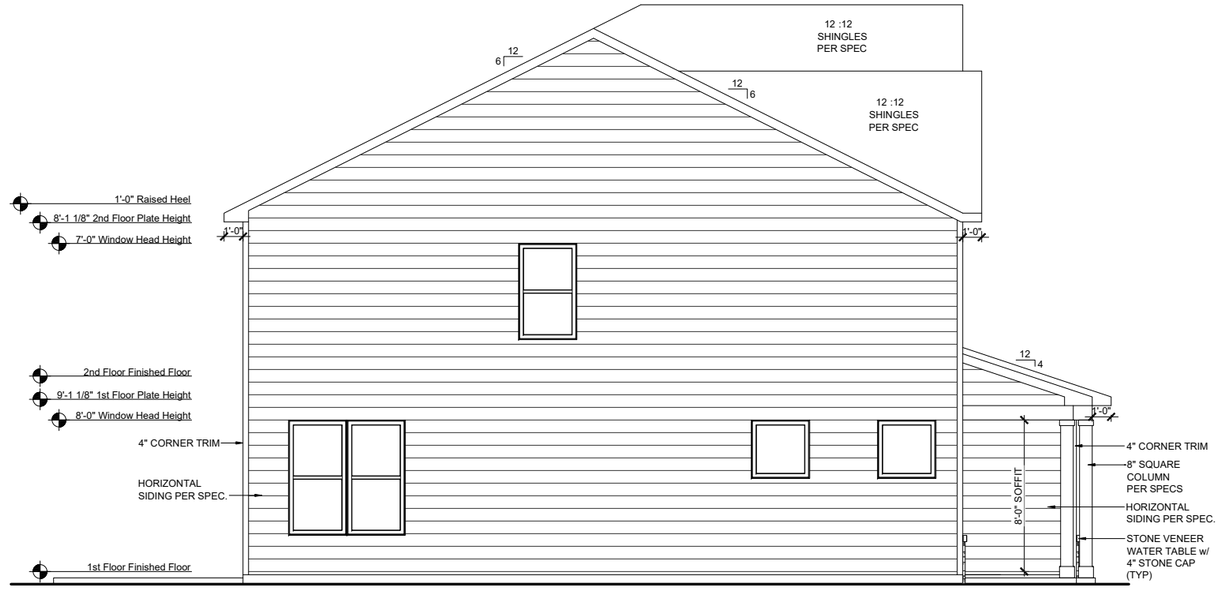
BEAZER HOMES

RLH V642 1.3
Elevation Plans
Front Elevation FHL

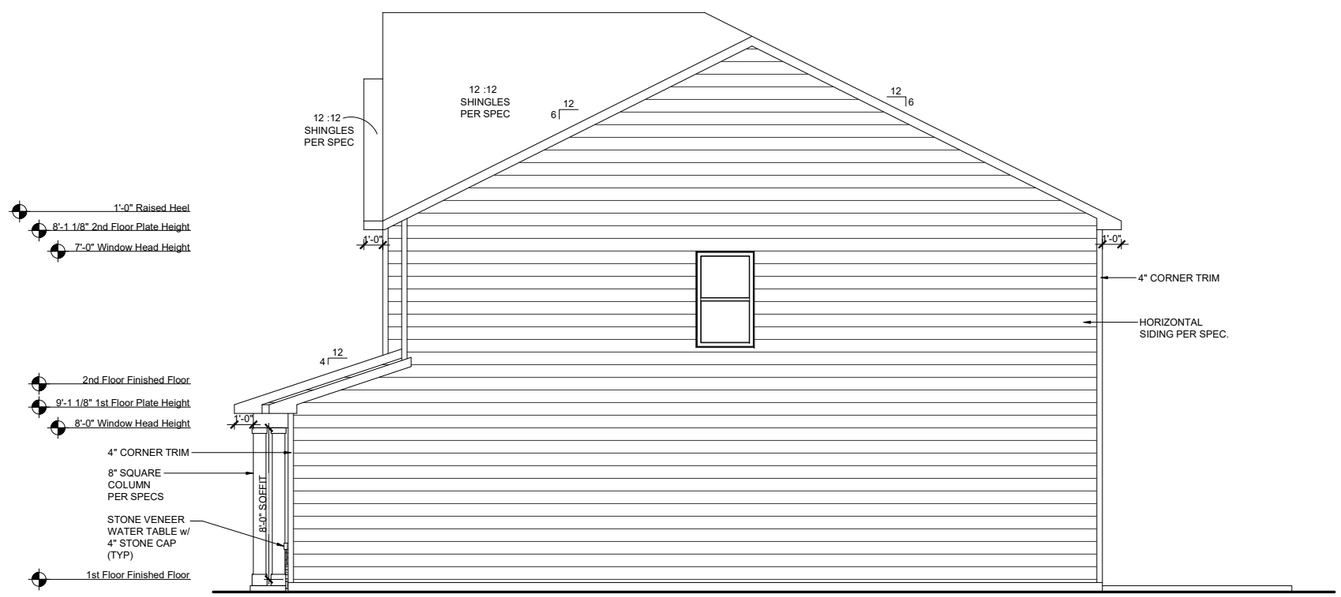
drawn by: XSI
checked by: BZH
date: 07/24/19
sheet number: A-3.2

Plot Date: 23-07-2020 09:25:50; By: Amar



LEFT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
1.2	02/06/20
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BEAZER HOMES

RLH V642 1.3

Elevation Plans

Side Elevations FHL

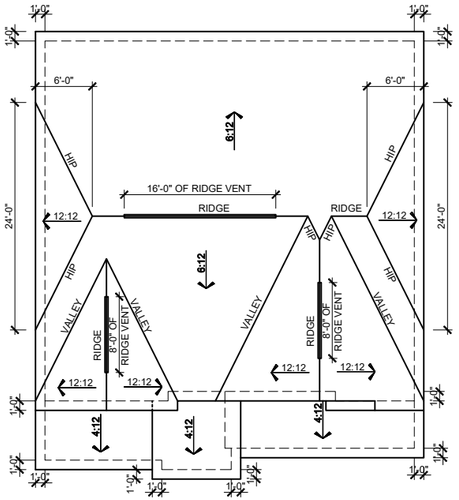
drawn by: XSI

checked by: BZH

date: 07/24/19

sheet number: A-3.3

Plot Date: 23-07-2020 09:26:02; By: Amar



ROOF PLAN FCL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FCL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1464 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1464 SQ FT x 1/300) x 144) /2 = 351 SQ. IN.

351 / 18 NFA OF RIDGE VENT = 20 L.F.
351 / 9 NFA OF SOFFIT VENT = 39 L.F.

ACTUAL RIDGE VENT PROVIDED: 32'
ACTUAL SOFFIT VENT PROVIDED: 93'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

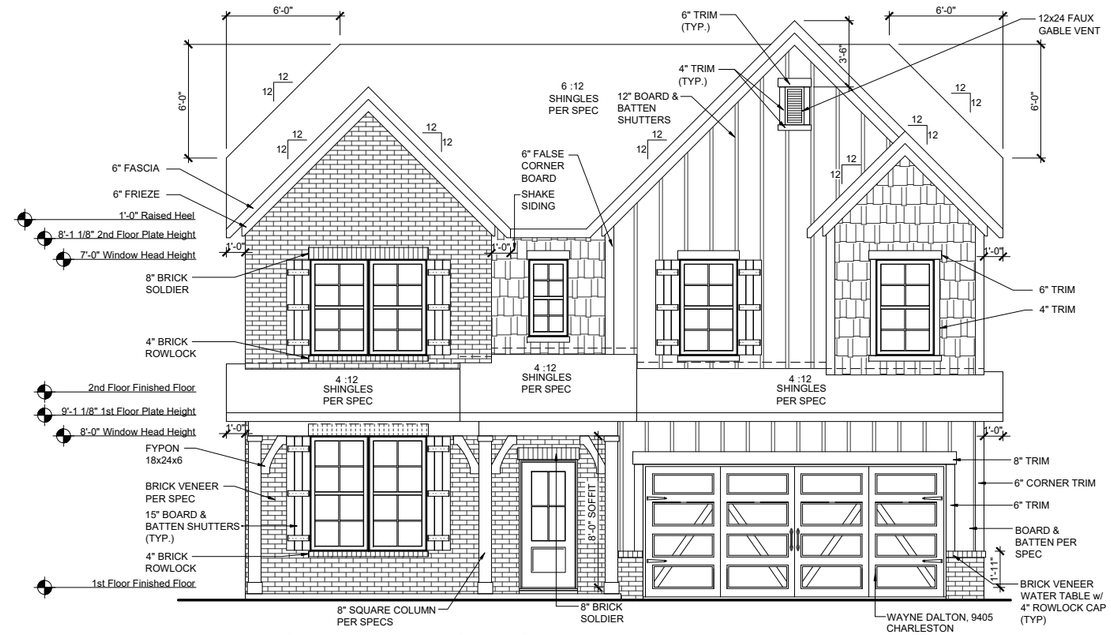
TOTAL SQ. FT. OF ROOF AREA: 245 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((245 SQ FT x 1/150) x 144) = 235 SQ. IN.

235 / 9 NFA OF SOFFIT VENT = 26 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 39'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

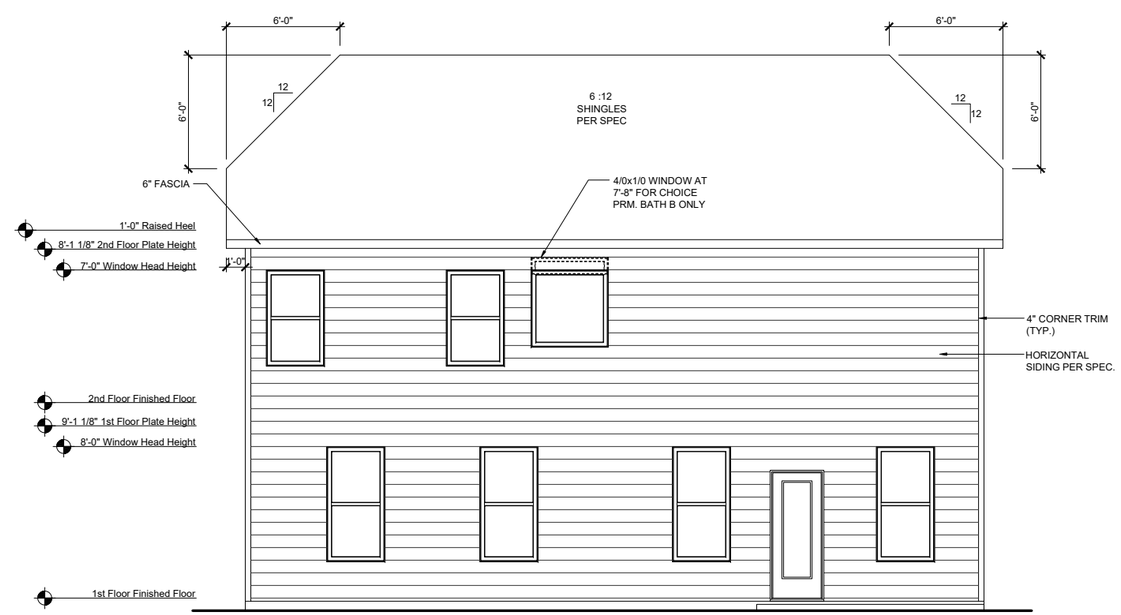


FRONT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION FCL on CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
1.2	02/06/20
1.3	07/23/20

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BEAZER HOMES

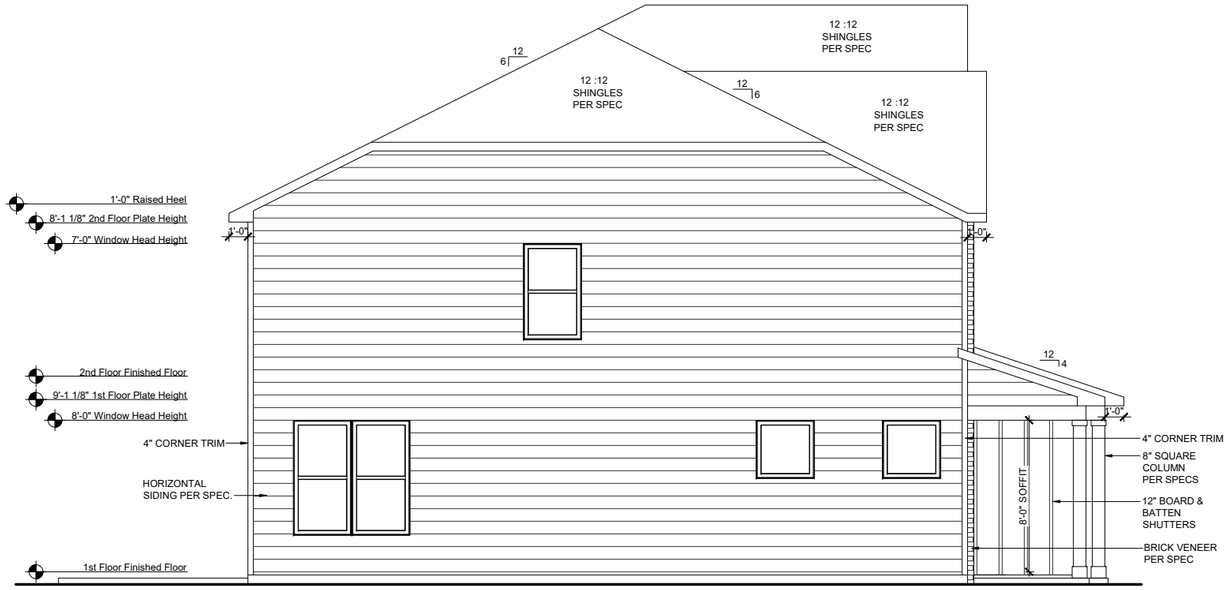
RLH V642 1.3

Elevation Plans

Front Elevation FCL

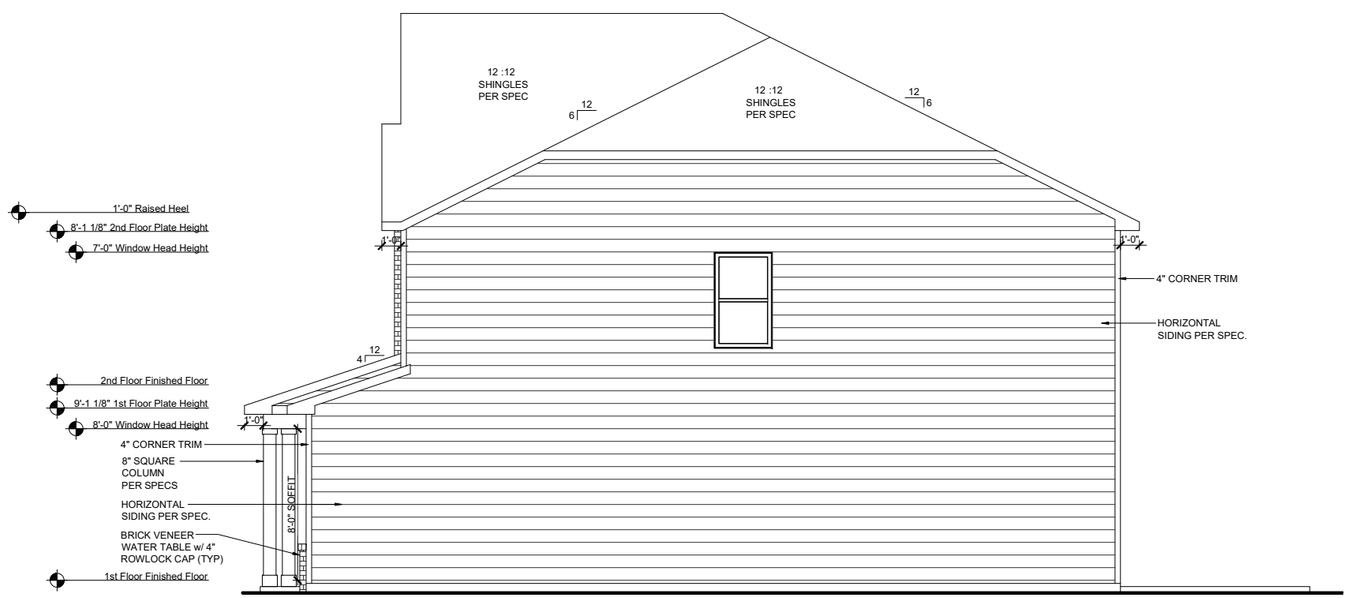
drawn by: XSI
checked by: BZH
date: 07/24/19
sheet number: A-3.4

Plot Date: 23-07-2020 09:26:29; By: Amar



LEFT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
1.2	02/06/20
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BEAZER HOMES

RLH V642 1.3

Elevation Plans

Side Elevations FCL

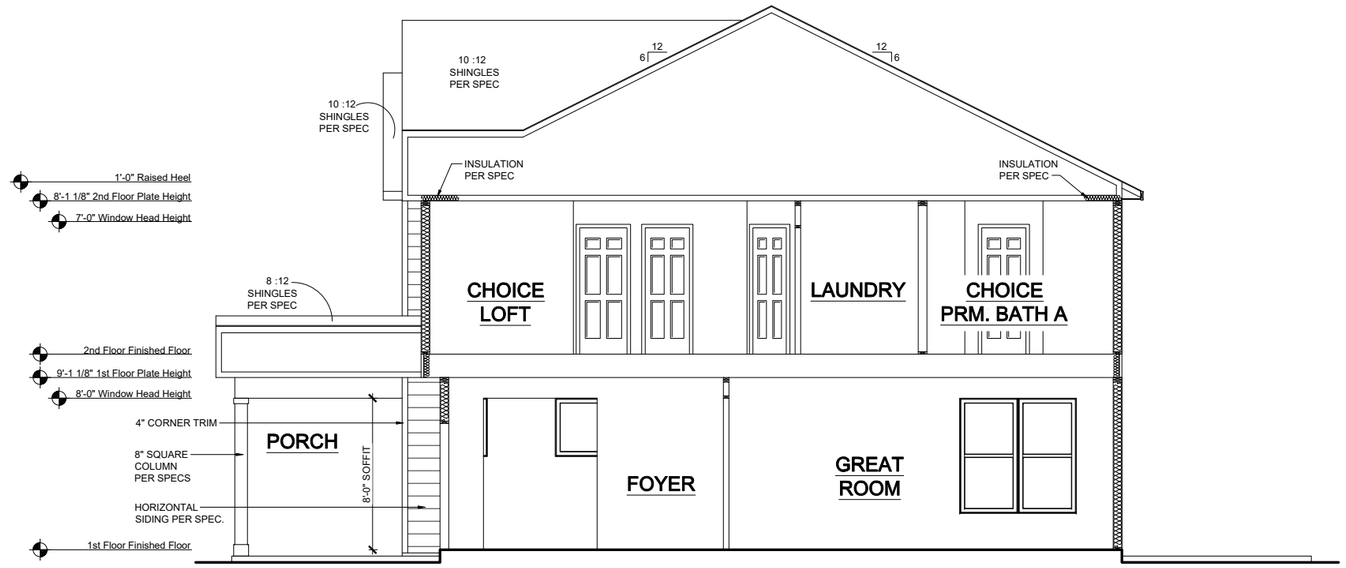
drawn by: XSI

checked by: BZH

date: 07/24/19

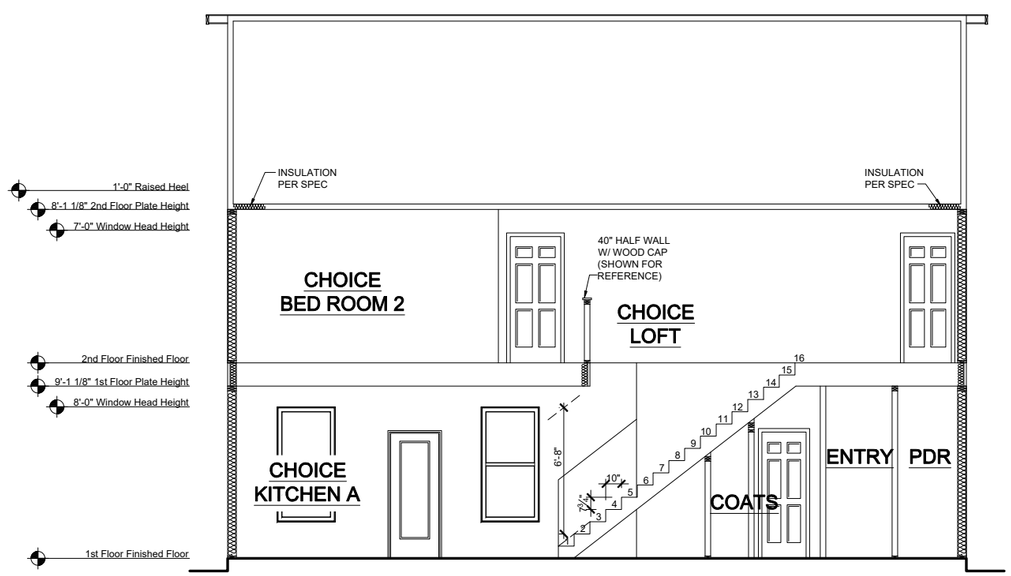
sheet number: A-3.5

Plot Date: 23-07-2020 09:26:40; By: Amar



SECTION 1

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



SECTION 2

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10/11/19
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1.3	07/23/20

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BEAZER HOMES

RLH V642 1.3

Typical Sections

Sections

drawn by: XSI

checked by: BZH

date: 07/24/19

sheet number: A-4.0

Plot Date: 23-07-2020 09:26:52; By: Amar

MILLER
RLH V643

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 PH: 770-777-0074

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan TRL
F-1.1	Slab Plan FHL
F-1.2	Slab Plan FCL
F-1.3	Slab Plan Options
F-2.0	Crawl Plan TRL
F-2.1	Crawl Plan Partials
F-3.0	Finished Basement Plan TRL
F-3.1	Finished Basement Plan Partials
A-1.0	First Floor Plan & Partials
A-2.0	Second Floor Plan & Partials
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A-3.3	Side Elevation FHL
A-3.4	Front Elevation FCL
A-3.5	Side Elevation FCL
A-4.0	Typical Sections
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O-2.0	Floor Plan Options
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O-3.0	Optional Basement Elevation
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E-2.0	Second Floor Electrical Plan
E-3.0	Option Electrical Plans
E-4.0	Basement Electrical Plan
S-0.0	Structural Notes
S-1.0	1st Floor Framing Plans
S-2.0	2nd Floor Framing Plans
S-3.0	Roof Framing Plans
S-4.0	Options Framing Plans
S-5.0	Shear Transfer Details
S-5.1	Shear Transfer Details

REV.	DATE
1.1	10-11-19
1.2	03-24-20
1.3	07-22-20

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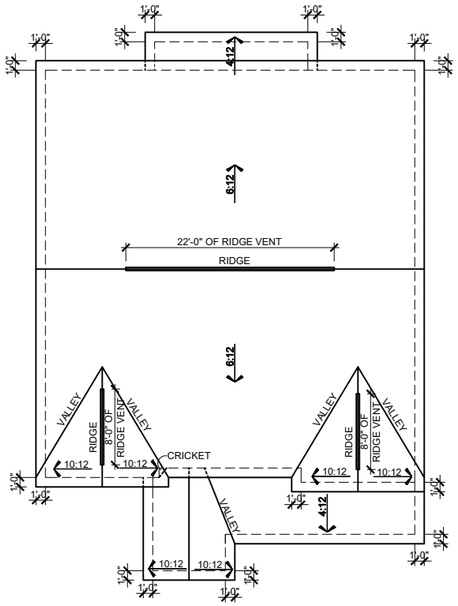
RLH V643 1.3
Cover Sheets
Cover Sheet

drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: CS-1.0

Plot Date: 7/22/2020 7:58:57 PM; By: Vinayak Dhangat



ROOF PLAN TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF TRL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1668 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1668 SQ FT x 1/300) x 144) /2 = 400 SQ. IN.

400 / 18 NFA OF RIDGE VENT = 22 L.F.
400 / 9 NFA OF SOFFIT VENT = 44 L.F.

ACTUAL RIDGE VENT PROVIDED: 38'
ACTUAL SOFFIT VENT PROVIDED: 54'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 204 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((204 SQ FT x 1/150) x 144) = 196 SQ. IN.

196 / 9 NFA OF SOFFIT VENT = 22 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 33'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

3' EXT. GREAT ROOM

ATTIC VENT CALCULATION

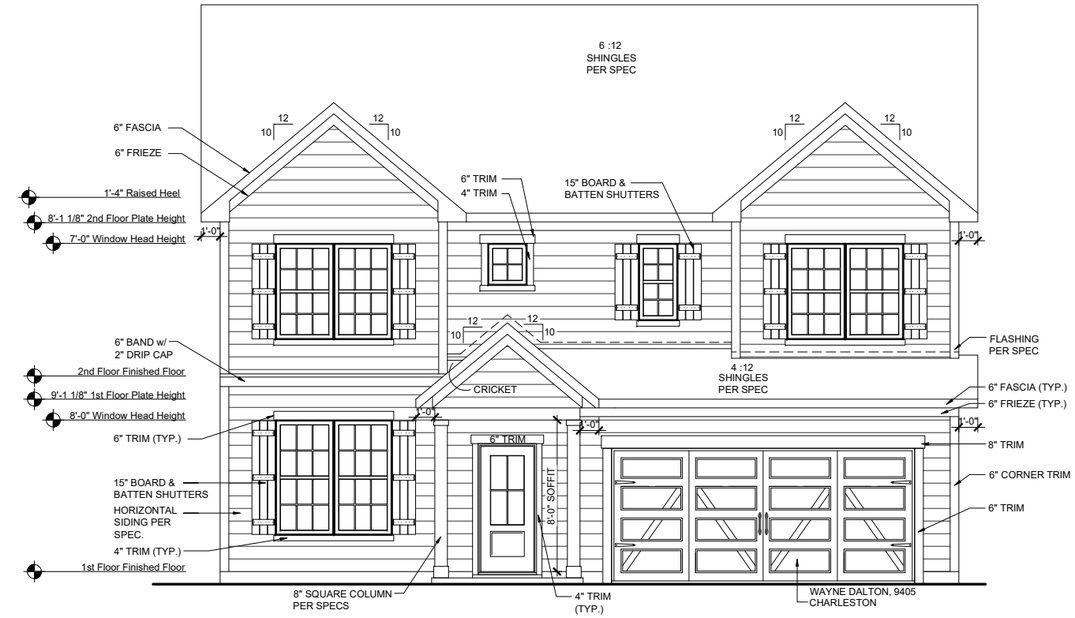
TOTAL SQ. FT. OF ROOF AREA: 49 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((49 SQ FT x 1/150) x 144) = 47 SQ. IN.

47 / 9 NFA OF SOFFIT VENT = 5 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 18'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

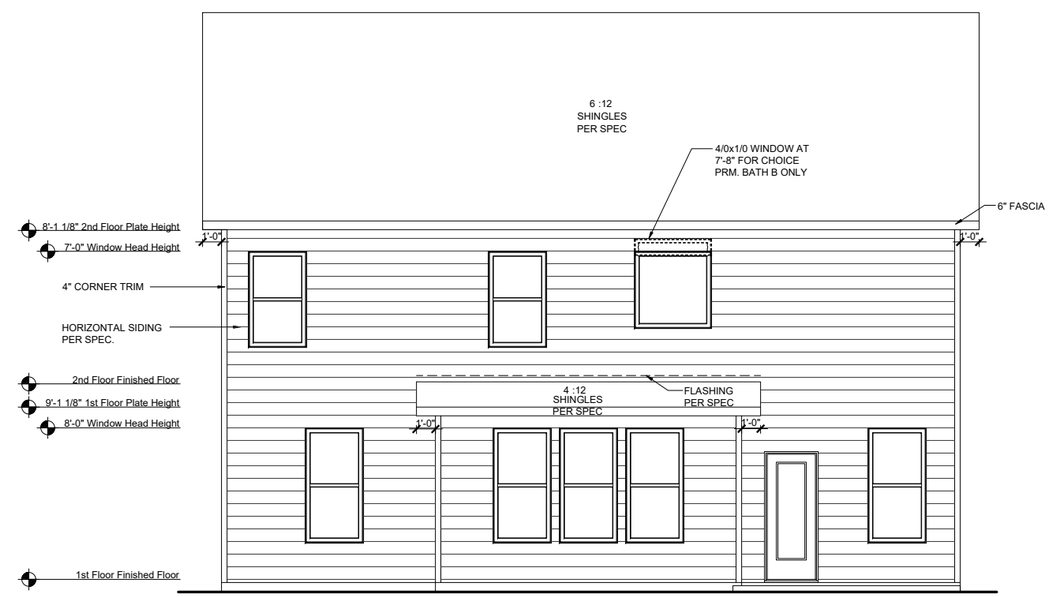


FRONT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION TRL ON CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
1.2	03-24-20
1.3	07-22-20

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BEAZER HOMES

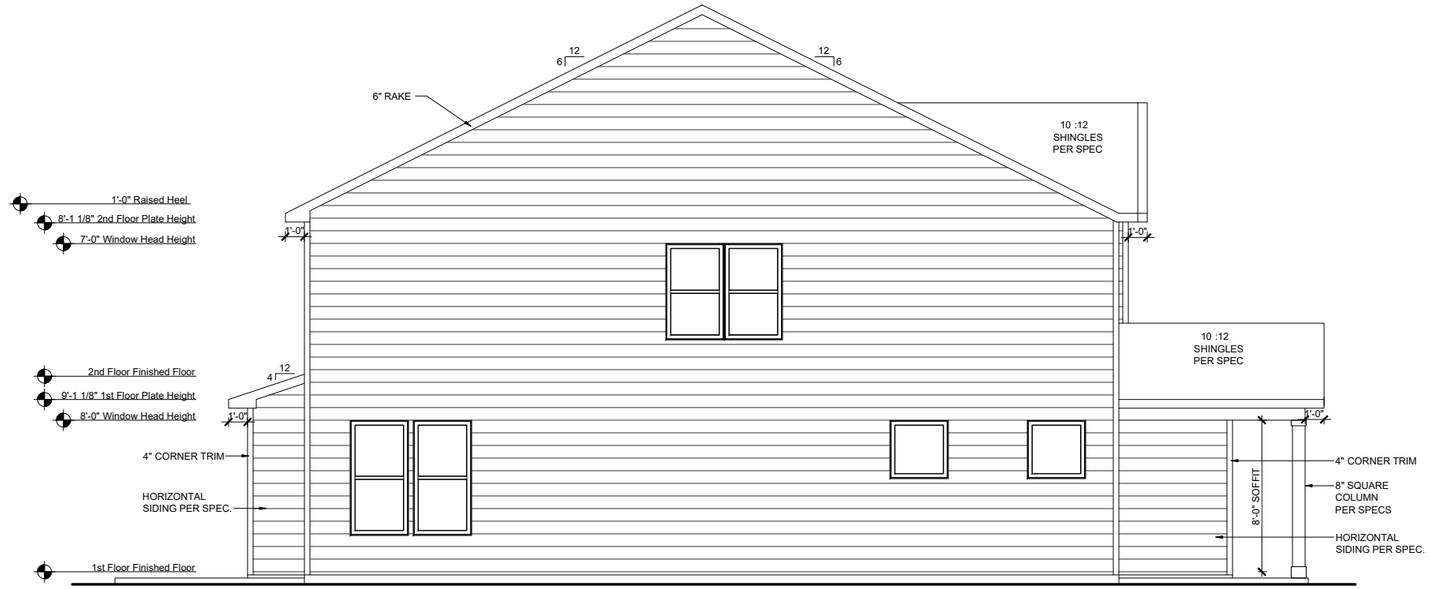
RLH V643 1.3

Elevation Plans

Front Elevation TRL

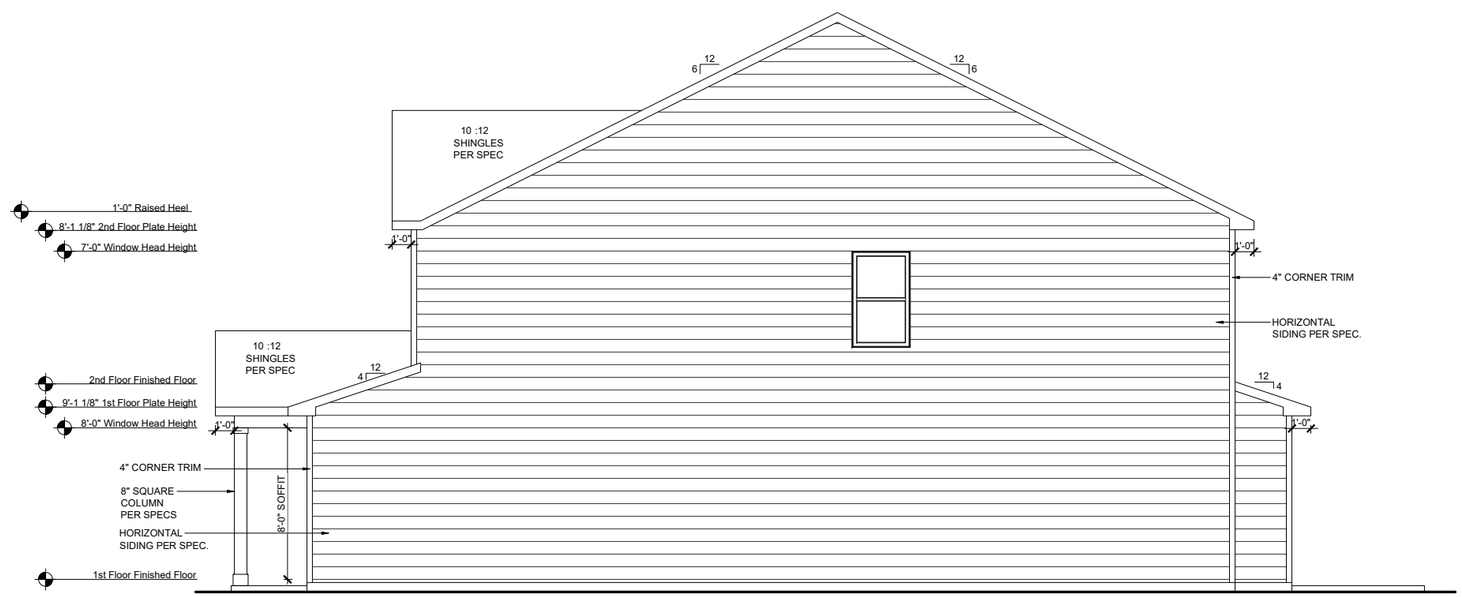
drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.0

Plot Date: 7/22/2020 8:00:45 PM; By: Vinayak Dhangat



LEFT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
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BEAZER HOMES

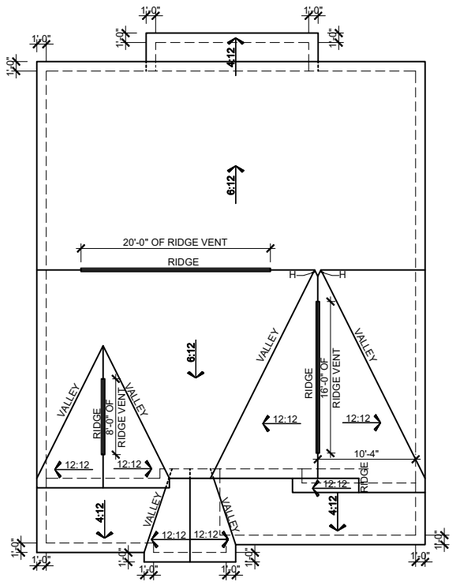
RLH V643 1.3

Elevation Plans

Side Elevations TRL

drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.1

Plot Date: 7/22/2020 8:00:47 PM; By: Vinayak Dhangat



ROOF PLAN FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FHL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1668 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1668 SQ FT x 1/300) x 144) /2 = 400 SQ. IN.

400 / 18 NFA OF RIDGE VENT = 22 L.F.
400 / 9 NFA OF SOFFIT VENT = 44 L.F.

ACTUAL RIDGE VENT PROVIDED: 44'
ACTUAL SOFFIT VENT PROVIDED: 54'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 267 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((267 SQ FT x 1/150) x 144) = 256 SQ. IN.

256 / 9 NFA OF SOFFIT VENT = 28 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 31'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

3' EXT. GREAT ROOM

ATTIC VENT CALCULATION

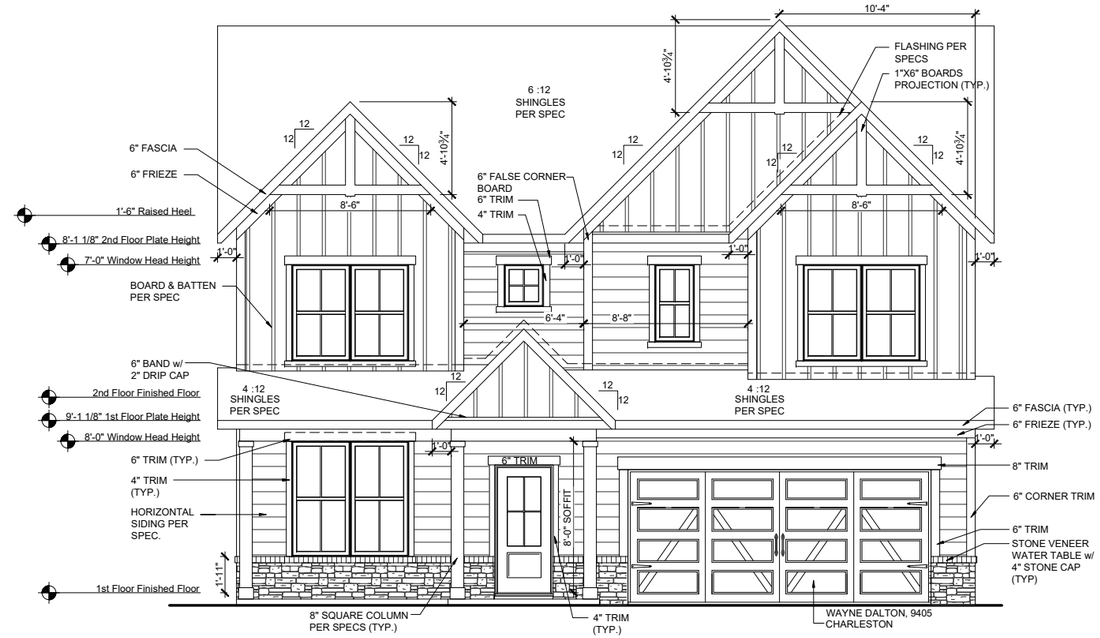
TOTAL SQ. FT. OF ROOF AREA: 49 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((49 SQ FT x 1/150) x 144) = 47 SQ. IN.

47 / 9 NFA OF SOFFIT VENT = 5 L.F.

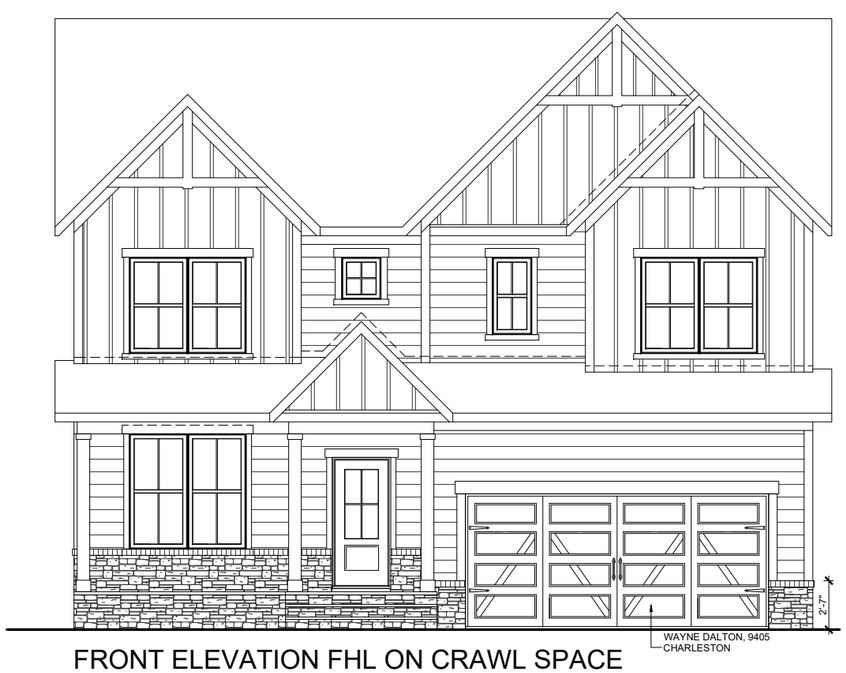
ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 18'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.



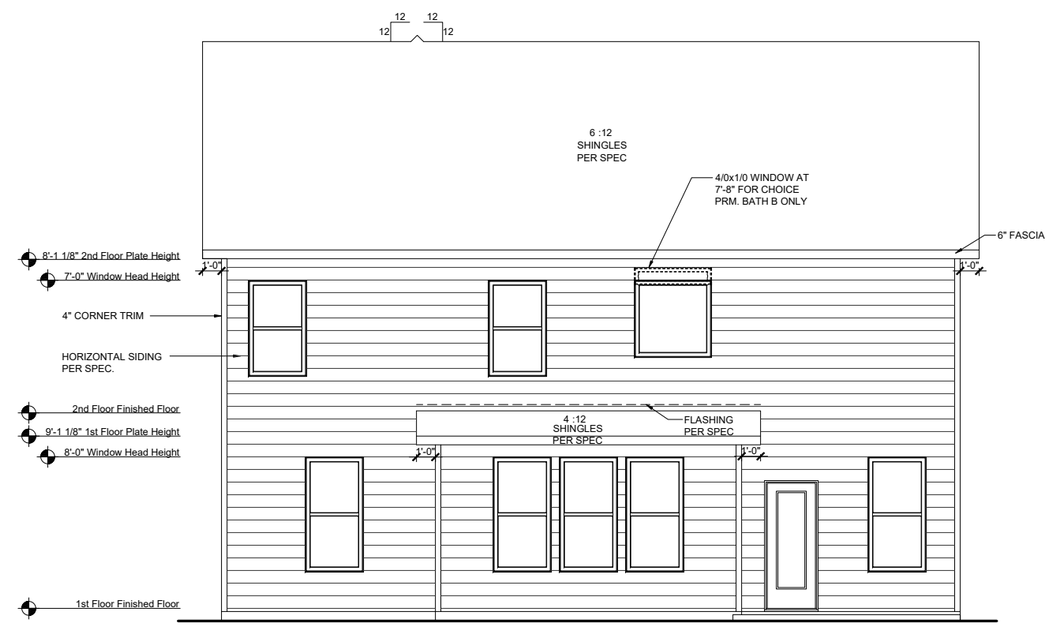
FRONT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION FHL ON CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
1.2	03-24-20
1.3	07-22-20

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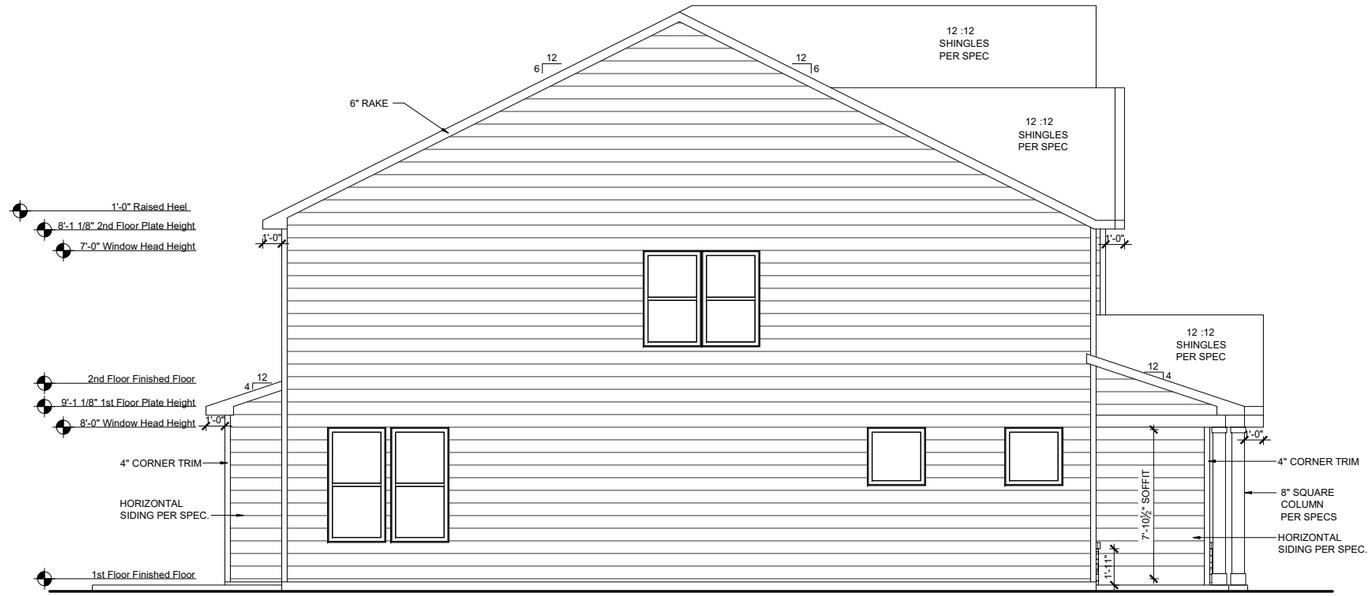
RLH V643 1.3

Elevation Plans

Front Elevation FHL

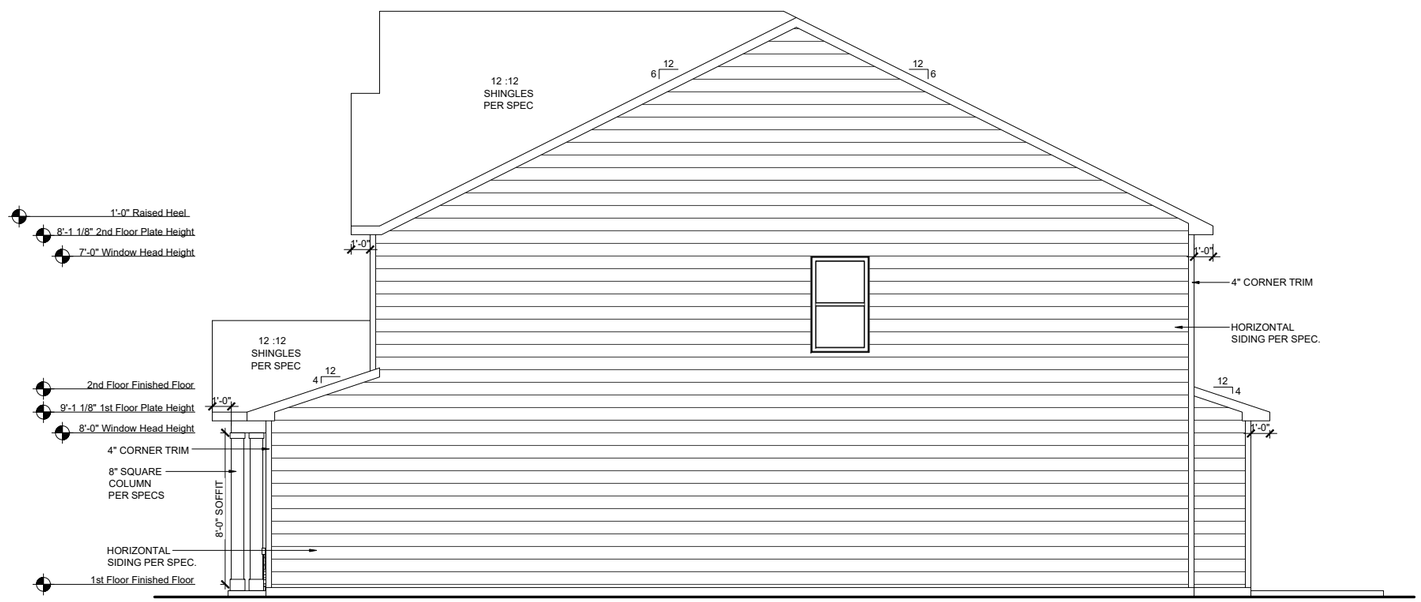
drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.2

Plot Date: 7/22/2020 8:00:53 PM; By: Vinayak Dhangat



LEFT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
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1.3	07-22-20

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BEAZER HOMES

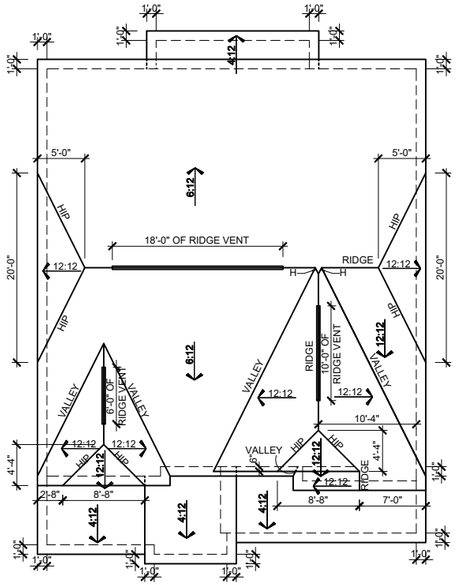
RLH V643 1.3

Elevation Plans

Side Elevations FHL

drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.3

Plot Date: 7/22/2020 8:00:55 PM; By: Vinayak Dhangat



ROOF PLAN FCL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FCL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1668 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1668 SQ FT x 1/300) x 144) /2 = 400 SQ. IN.

400 / 18 NFA OF RIDGE VENT = 22 L.F.
400 / 9 NFA OF SOFFIT VENT = 44 L.F.

ACTUAL RIDGE VENT PROVIDED: 34'
ACTUAL SOFFIT VENT PROVIDED: 54'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE & PORCH ROOF

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 274 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((274 SQ FT x 1/150) x 144) = 263 SQ. IN.

263 / 9 NFA OF SOFFIT VENT = 29 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 51'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

3' EXT.GREAT ROOM

ATTIC VENT CALCULATION

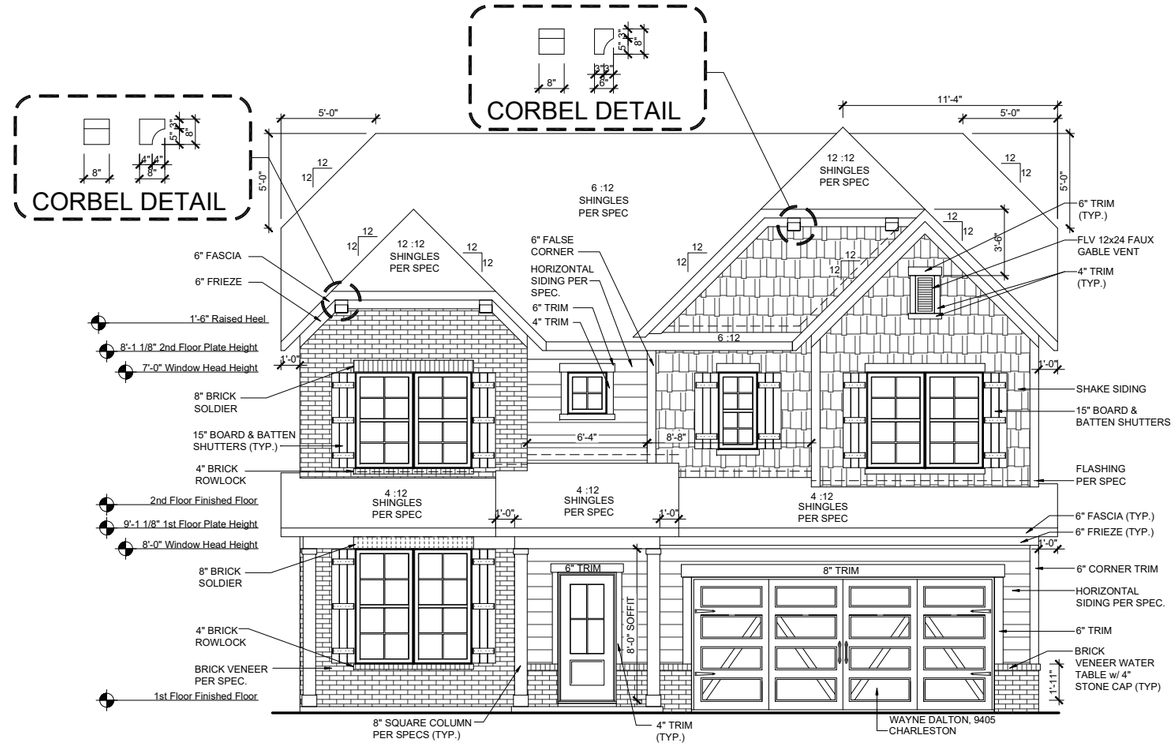
TOTAL SQ. FT. OF ROOF AREA: 49 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((49 SQ FT x 1/150) x 144) = 47 SQ. IN.

47 / 9 NFA OF SOFFIT VENT = 5 L.F.

ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 18'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

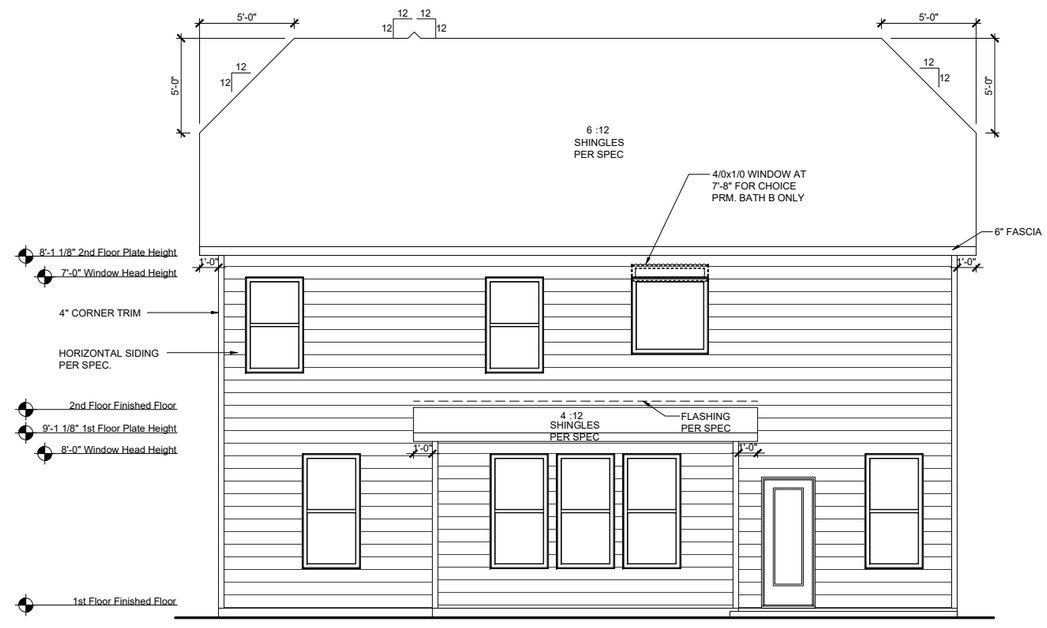


FRONT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION FCL ON CRAWL SPACE

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
1.2	03-24-20
1.3	07-22-20

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BEAZER HOMES

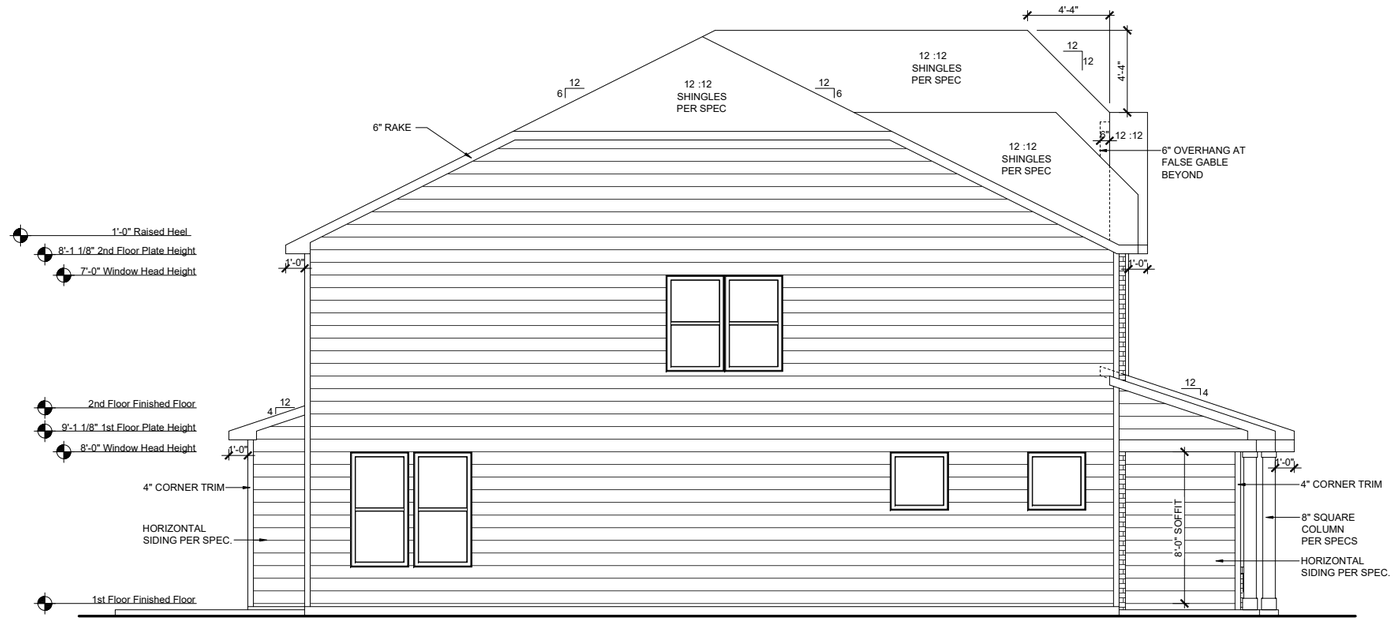
RLH V643 1.3

Elevation Plans

Front Elevation FCL

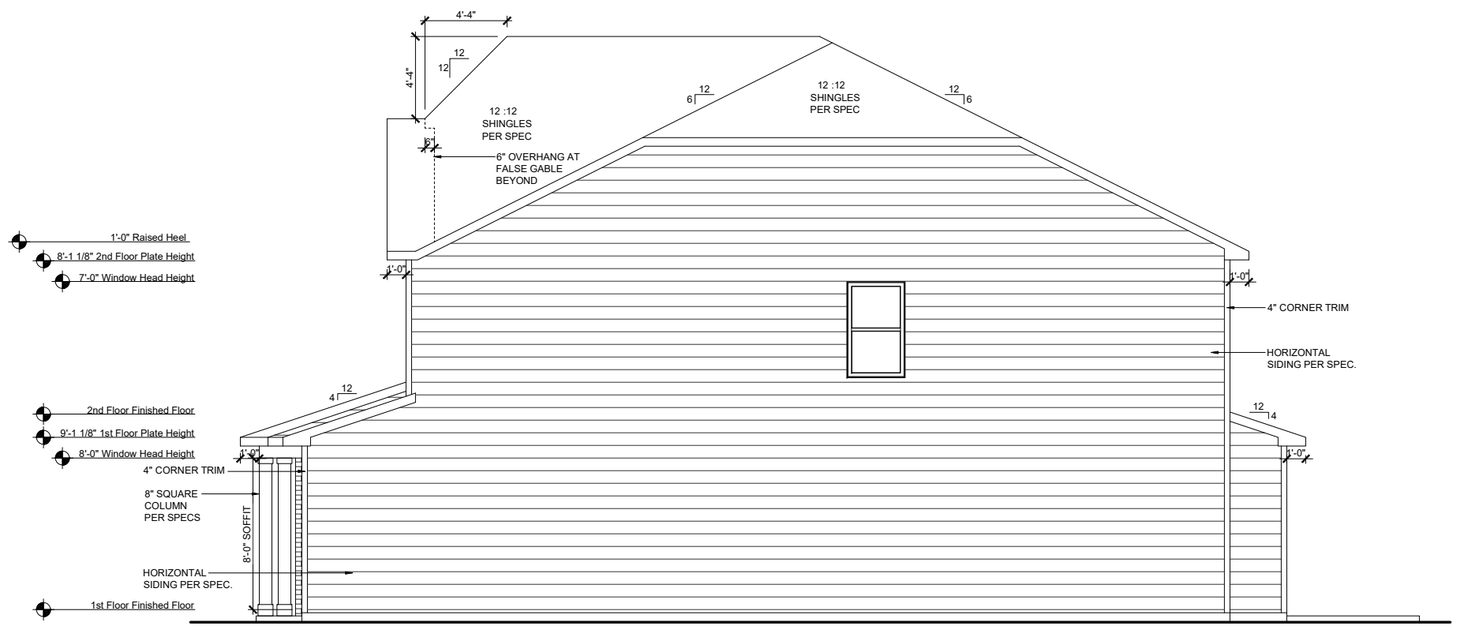
drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.4

Plot Date: 7/22/2020 8:01:01 PM; By: Vinayak Dhangat



LEFT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.1	10-11-19
1.2	03-24-20
1.3	07-22-20

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BEAZER HOMES

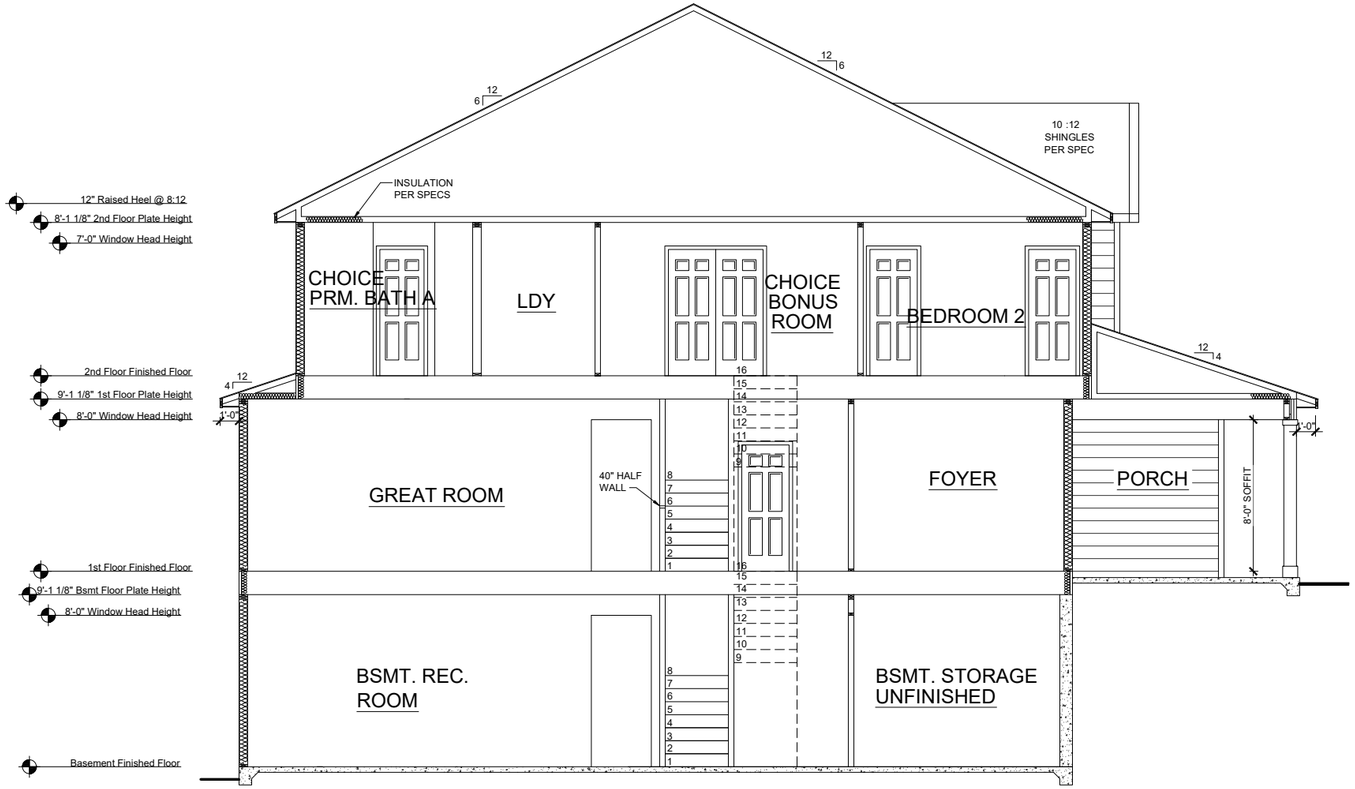
RLH V643 1.3

Elevation Plans

Side Elevations FCL

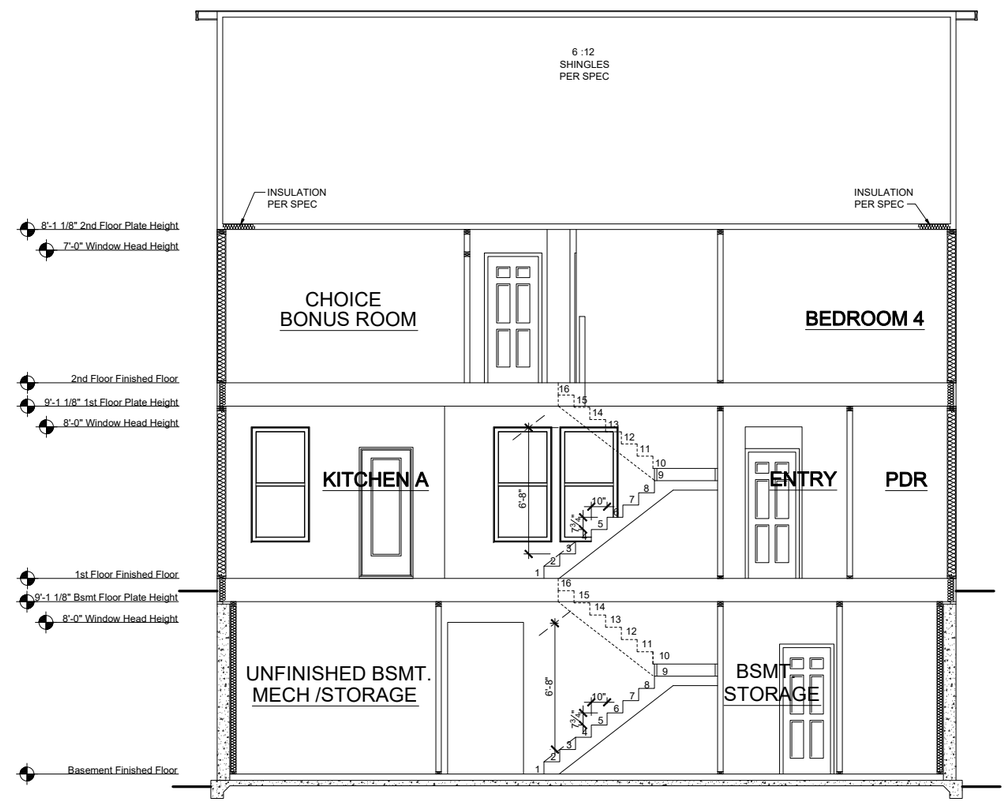
drawn by: XSI
checked by: BZH
date: 09/13/19
sheet number: A-3.5

Plot Date: 7/22/2020 8:01:04 PM; By: Vinayak Dhargat



SECTION 1 w/ BASEMENT

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



SECTION 2 w/ BASEMENT

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
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1.3	07-22-20

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BEAZER HOMES

RLH V643 1.3

Typical Sections

Sections

drawn by: XSI

checked by: BZH

date: 09/13/19

sheet number: A-4.1

Plot Date: 7/22/2020 8:01:09 PM; By: Vinayak Dhangat

Square Footage Options	
Area	**Square Footage**
Opt. Screened Porch	119 SF
Opt.Finished Basement Area	929 SF
Unfinished Basement Area	344 SF
Extended Patio/Deck	110 SF

REAR ELEVATION
AT BASEMENT
SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
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BEAZER HOMES

RLH V643 1.3

Structural Options

Optional Basement Elevation

drawn by: XSI

checked by: BZH

date: 09/13/19

sheet number:

O-3.0

Plot Date: 7/22/2020 7:58:39 PM; By: Vinayak Dhargat

DOUGLAS
RLH V648
THORNEBURY COMMUNITY

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 PH: 770-777-0074

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan TRL
F-1.1	Slab Plan TRM
F-1.2	Slab Plan FHL/FHM
F-1.3	Slab Plan FCL
F-1.4	Slab Plan Options
A-1.0	First Floor Plan & Partials
A-2.0	Second Floor Plan & Partials
A-3.0	Front Elevation TRL
A-3.1	Side Elevation TRL
A-3.2	Front Elevation FHL
A-3.3	Side Elevation FHL
A-3.4	Front Elevation FCL
A-3.5	Side Elevation FCL
A-4.0	Typical Sections
O-1.0	Choice Options
O-2.0	Optional Screened Porch
E-1.0	First Floor Electrical Plan
E-2.0	Second Floor Electrical Plan
E-3.0	Option Electrical Plans

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

RLH V648 1.3

Cover Sheets

Cover Sheet

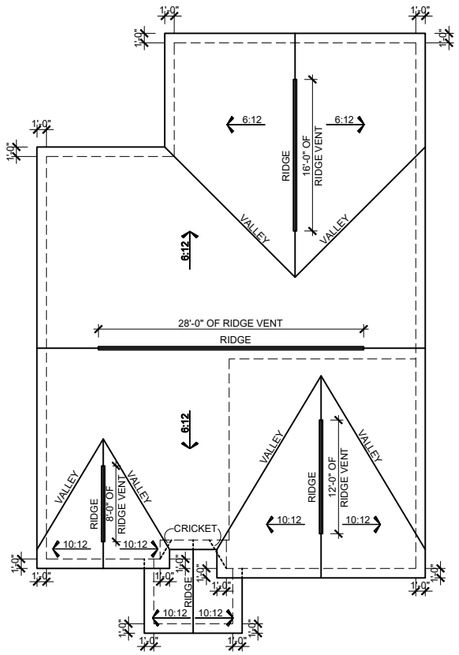
drawn by: XSI

checked by: BZH

date: 10/05/19

sheet number: CS-1.0

Plot Date: 2/24/2021 11:20:12 AM; By: AMD



ROOF PLAN TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF TRL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1969 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1969 SQ FT x 1/300) x 144) /2 = 473 SQ. IN.

473 / 18 NFA OF RIDGE VENT = 26 L.F.
473 / 9 NFA OF SOFFIT VENT = 53 L.F.

ACTUAL RIDGE VENT PROVIDED: 64'
ACTUAL SOFFIT VENT PROVIDED: 48'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

PORCH ROOF

ATTIC VENT CALCULATION

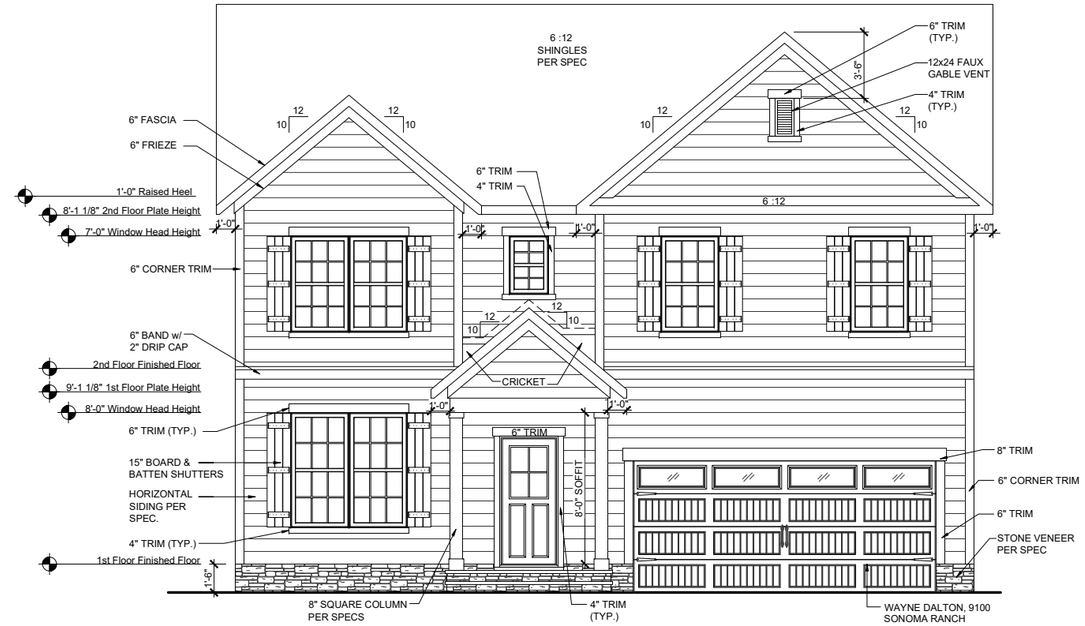
TOTAL SQ. FT. OF ROOF AREA: 70 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((70 SQ FT x 1/150) x 144) = 67 SQ. IN.

67 / 9 NFA OF SOFFIT VENT = 8 L.F.

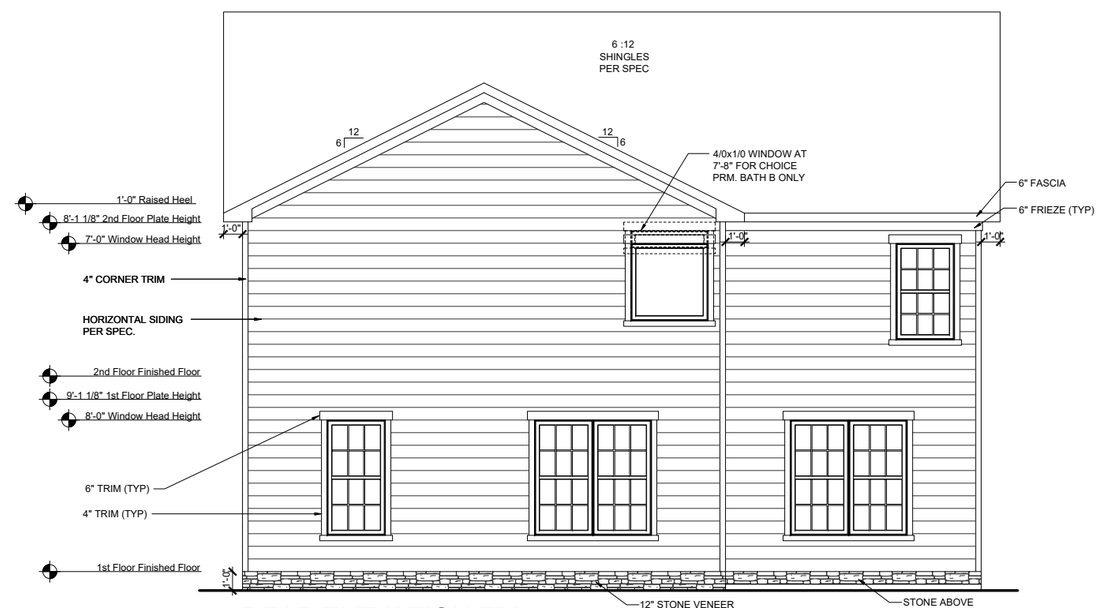
ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 15'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.



FRONT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

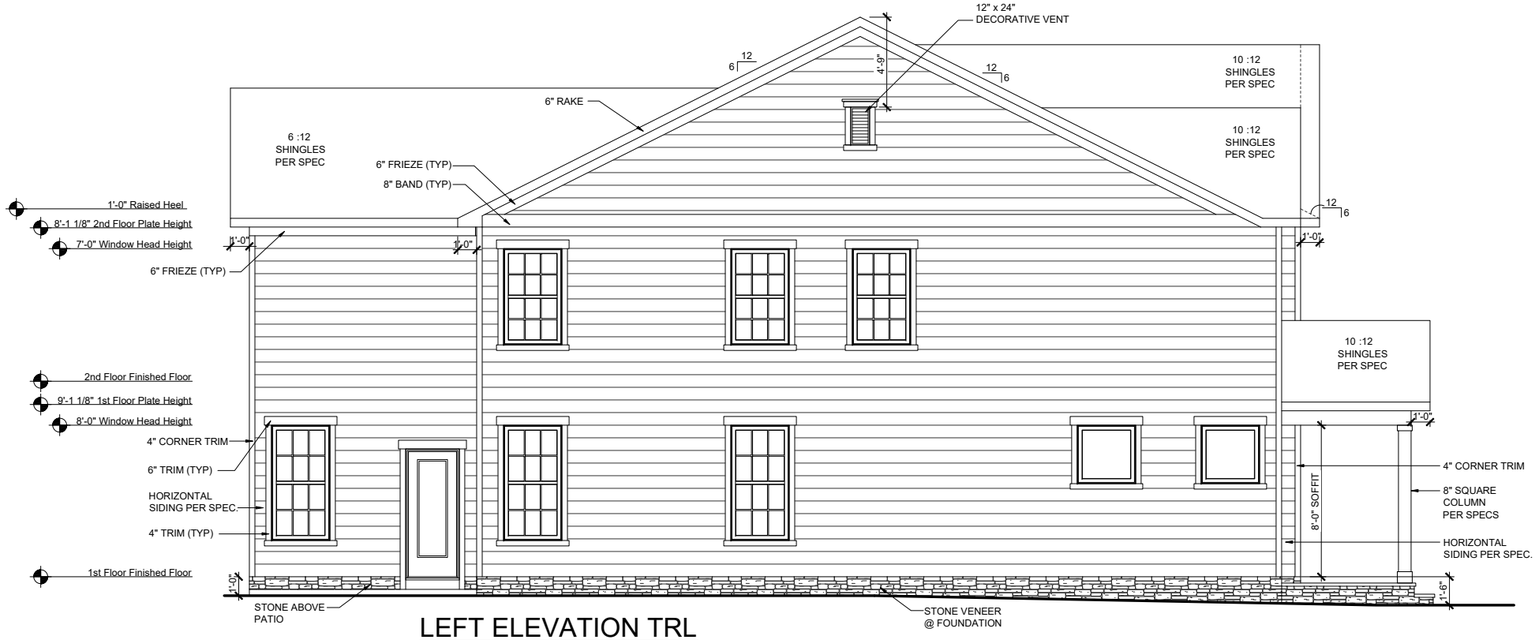
RLH V648 1.3

Elevation Plans

Front Elevation TRL

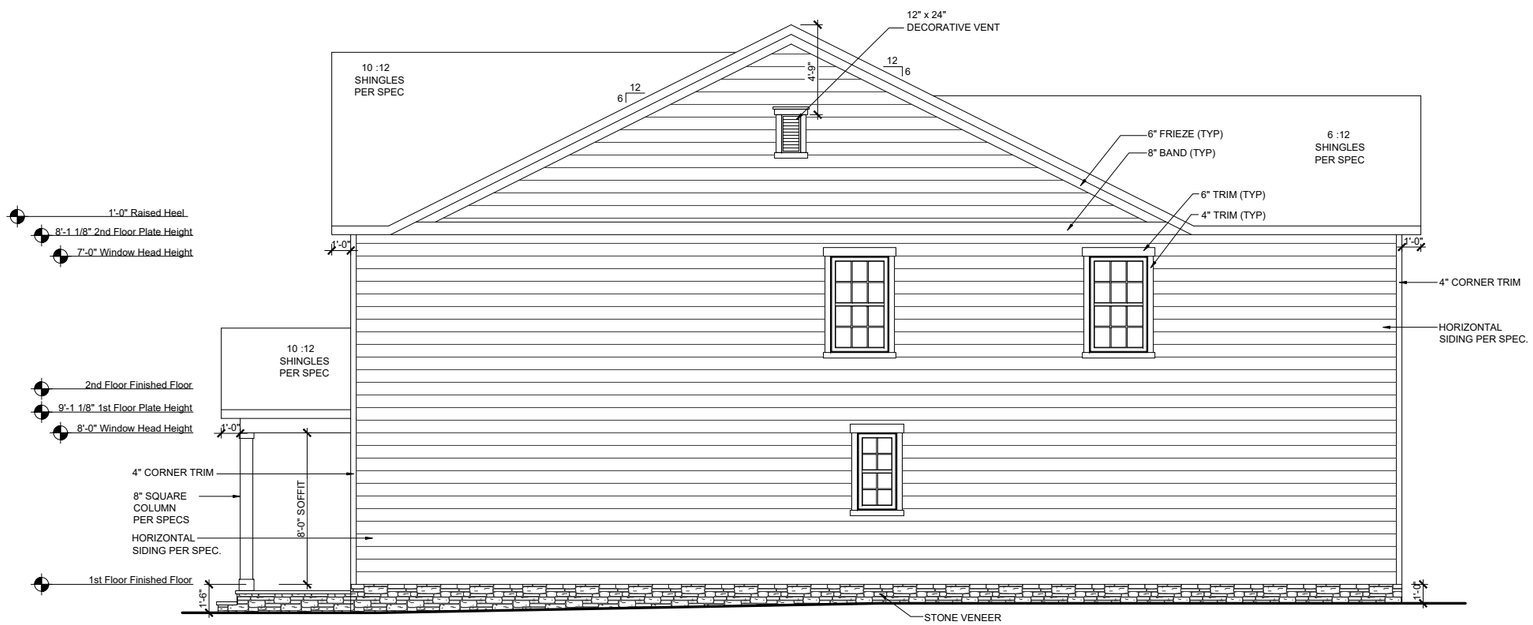
drawn by: XSI
checked by: BZH
date: 10/05/19
sheet number: A-3.0

Plot Date: 2/24/2021 11:21:24 AM; By: AMD



LEFT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

Plot Date: 2/24/2021 11:21:29 AM; By: AMD

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

RLH V648 1.3

Elevation Plans

Side Elevations TRL

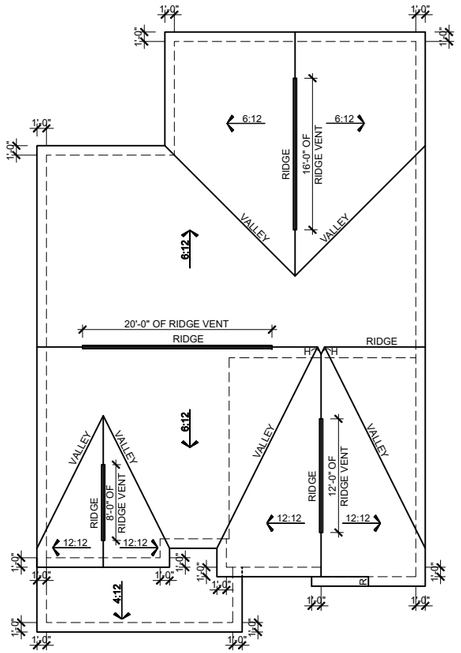
drawn by: XSI

checked by: BZH

date: 10/05/19

sheet number:

A-3.1



ROOF PLAN FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FHL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1979 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1979 SQ FT x 1/300) x 144) /2 = 475 SQ. IN.

475 / 18 NFA OF RIDGE VENT = 26 L.F.
475 / 9 NFA OF SOFFIT VENT = 53 L.F.

ACTUAL RIDGE VENT PROVIDED: 56'
ACTUAL SOFFIT VENT PROVIDED: 49'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

PORCH ROOF

ATTIC VENT CALCULATION

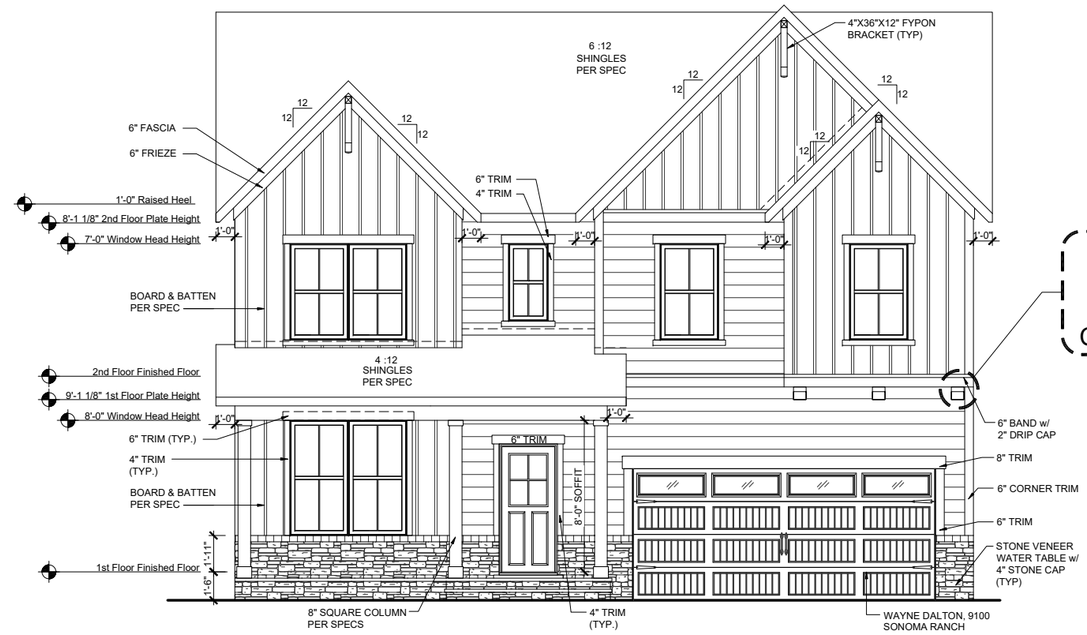
TOTAL SQ. FT. OF ROOF AREA: 148 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((148 SQ FT x 1/150) x 144) = 142 SQ. IN.

142 / 9 NFA OF SOFFIT VENT = 16 L.F.

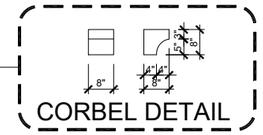
ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 22'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

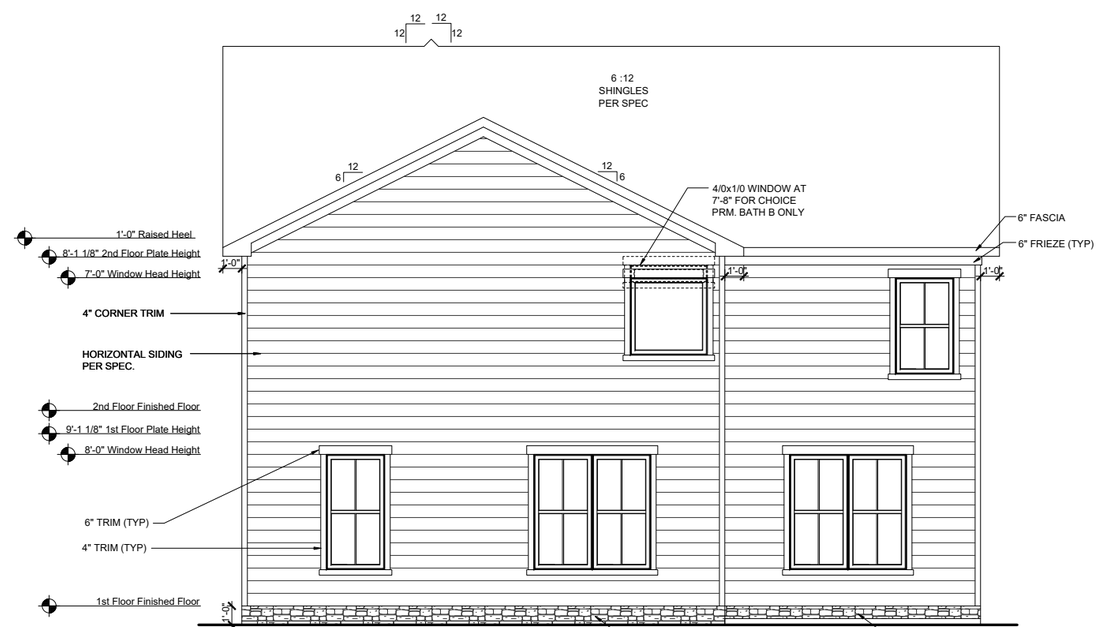


FRONT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



CORBEL DETAIL



REAR ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

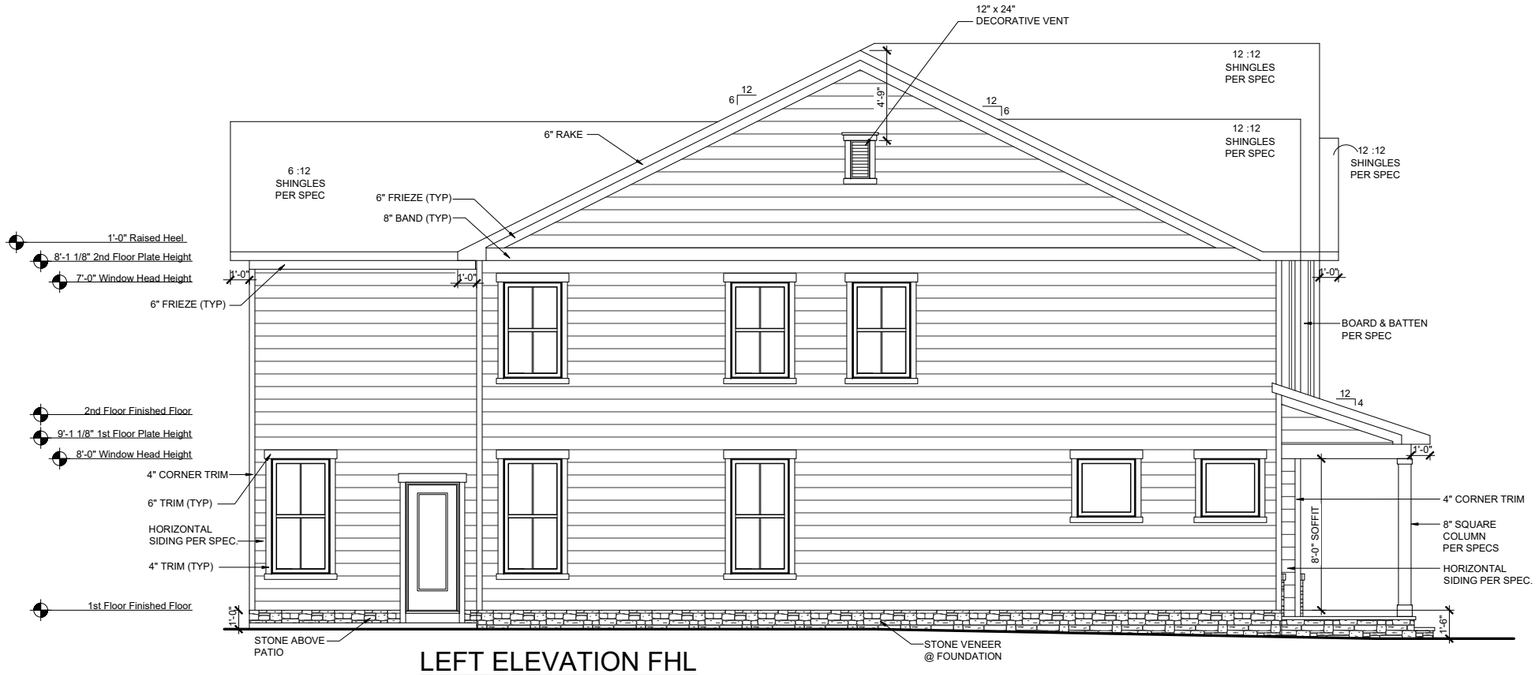
RLH V648 1.3

Elevation Plans

Front Elevation FHL

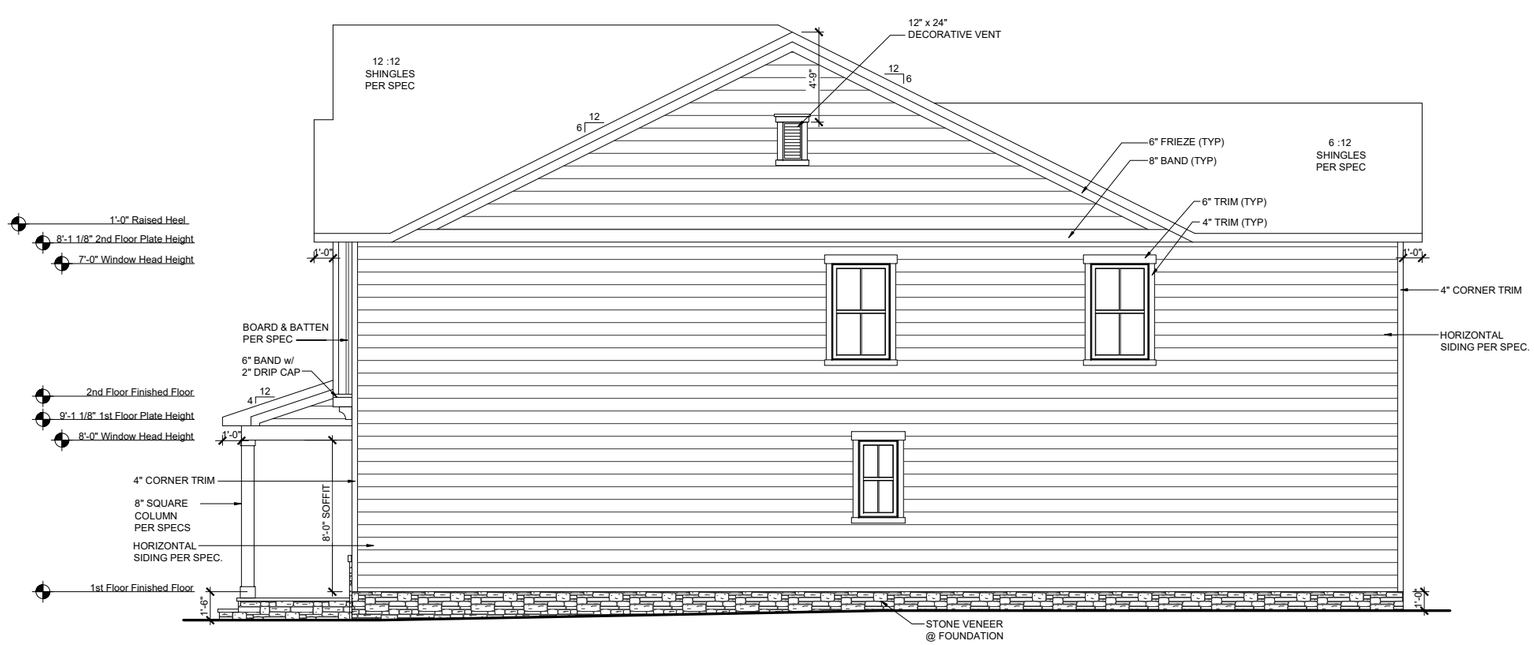
drawn by: XSI
checked by: BZH
date: 10/05/19
sheet number: A-3.2

Plot Date: 2/24/2021 11:21:38 AM; By: AMD



LEFT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

Plot Date: 2/24/2021 11:21:43 AM; By: AMD

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

RLH V648 1.3

Elevation Plans

Side Elevations FHL

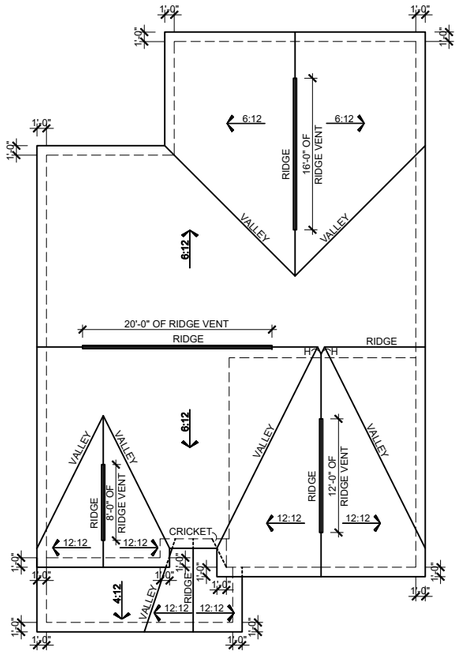
drawn by: XSI

checked by: BZH

date: 10/05/19

sheet number:

A-3.3



ROOF PLAN FCL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF FCL

ATTIC VENT CALCULATION

TOTAL SQ. FT. OF ROOF AREA: 1969 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((1969 SQ FT x 1/300) x 144) /2 = 473 SQ. IN.

473 / 18 NFA OF RIDGE VENT = 26 L.F.
473 / 9 NFA OF SOFFIT VENT = 53 L.F.

ACTUAL RIDGE VENT PROVIDED: 56'
ACTUAL SOFFIT VENT PROVIDED: 48'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

PORCH ROOF

ATTIC VENT CALCULATION

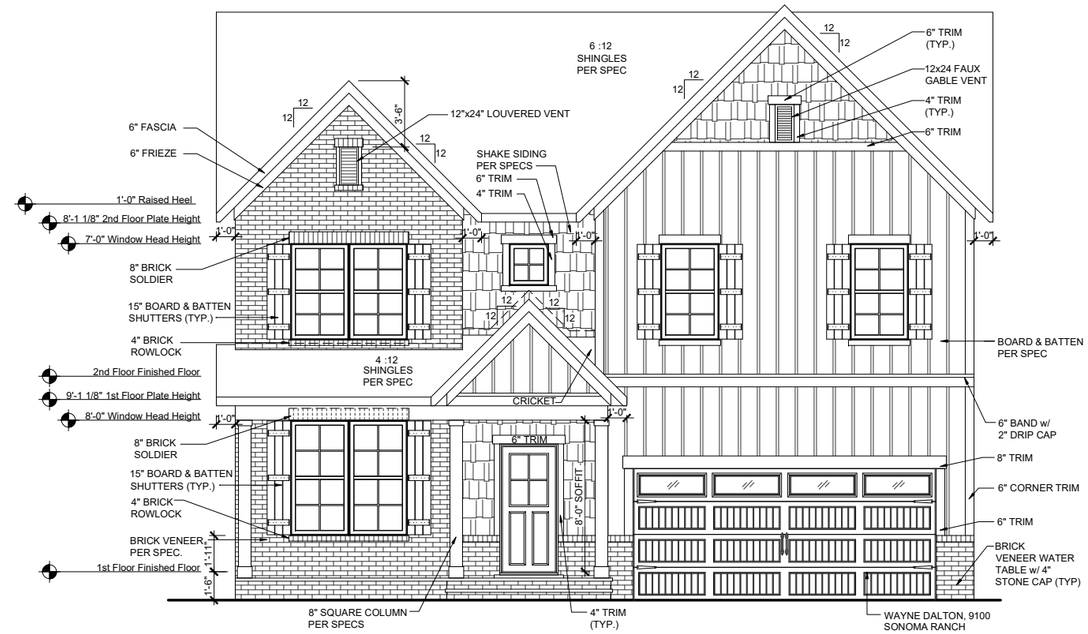
TOTAL SQ. FT. OF ROOF AREA: 148 SQ. FT.
RIDGE VENT NET FREE AREA: 18 SQ. IN. PER LINEAL FOOT
SOFFIT VENT NET FREE AREA: 9 SQ. IN. PER LINEAL FOOT

((148 SQ FT x 1/150) x 144) = 142 SQ. IN.

142 / 9 NFA OF SOFFIT VENT = 16 L.F.

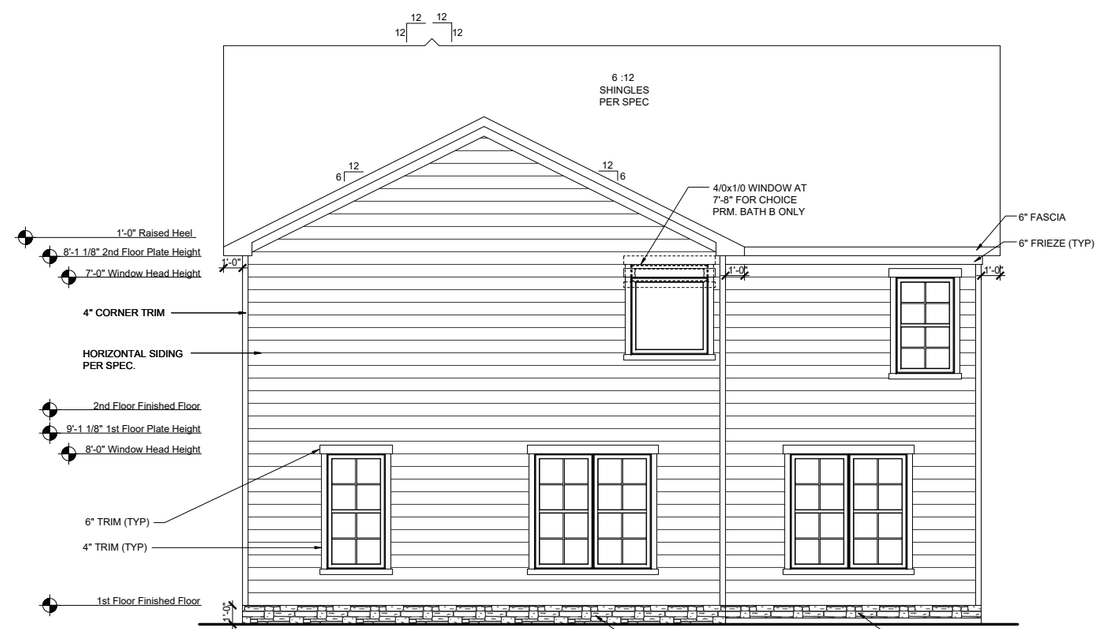
ACTUAL RIDGE VENT PROVIDED: 0'
ACTUAL SOFFIT VENT PROVIDED: 18'

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 50% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.



FRONT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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RLH V648 1.3

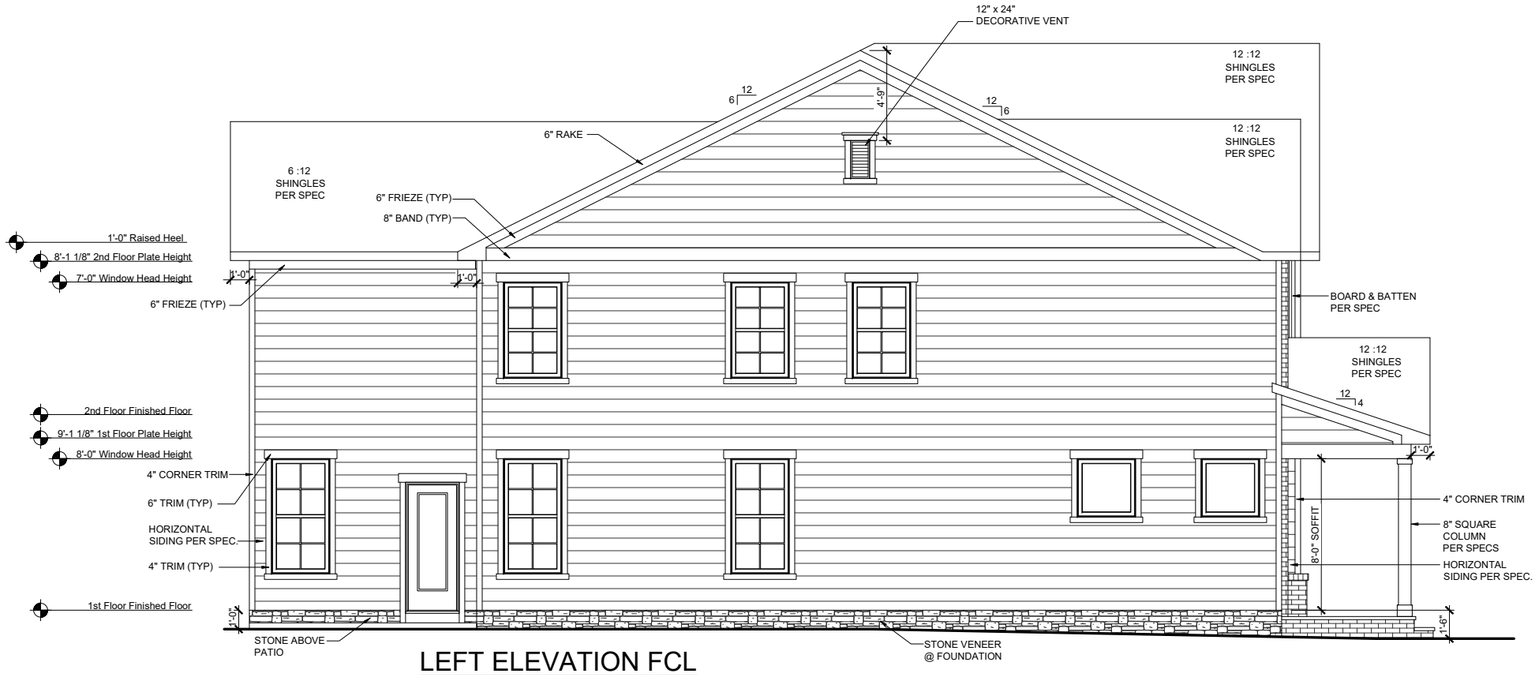
Elevation Plans

Front Elevation FCL

THORNEBURY COMMUNITY

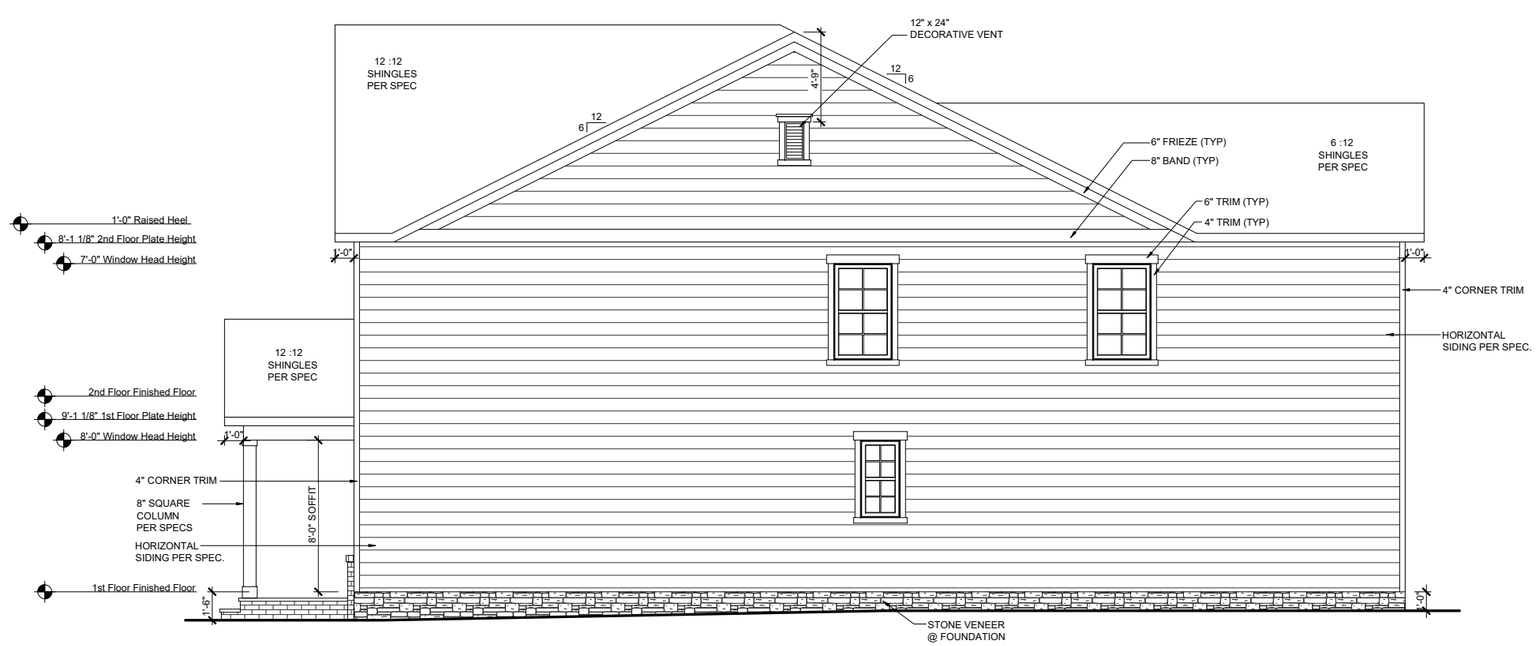
drawn by: XSI
checked by: BZH
date: 10/05/19
sheet number: A-3.4

Plot Date: 2/24/2021 11:21:52 AM; By: AMD



LEFT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION FCL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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THORNEBURY COMMUNITY

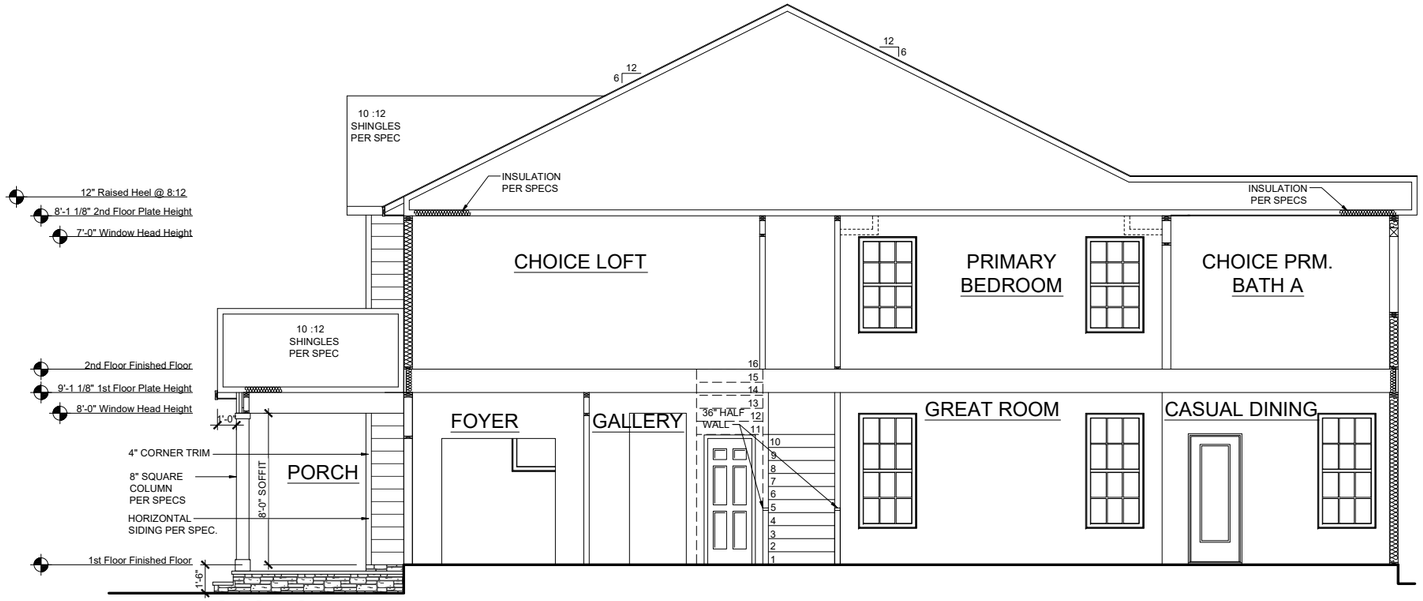
RLH V648 1.3

Elevation Plans

Side Elevations FCL

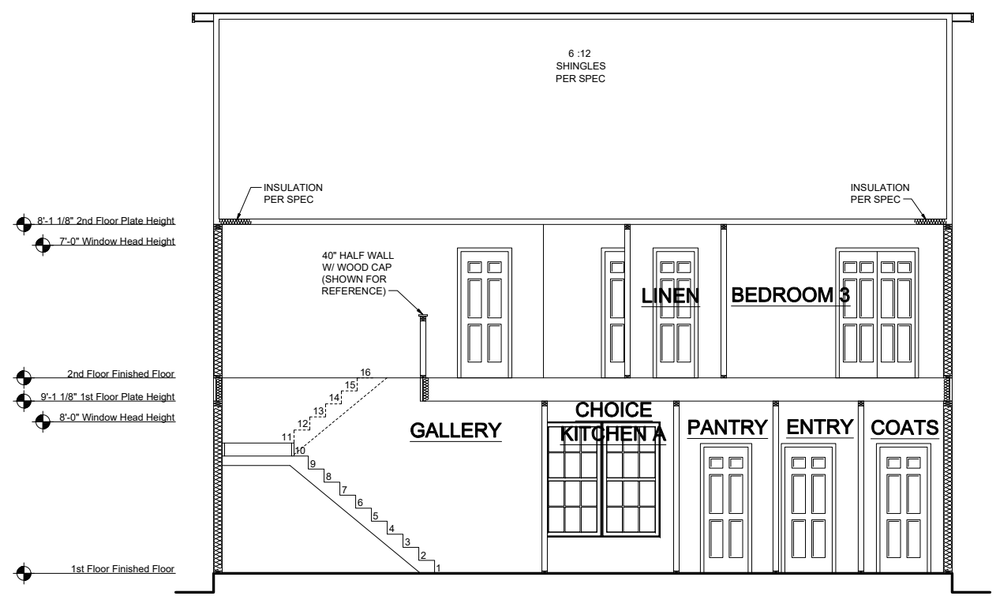
drawn by: XSI
checked by: BZH
date: 10/05/19
sheet number:
A-3.5

Plot Date: 2/24/2021 11:21:57 AM; By: AMD



SECTION 1

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



SECTION 2

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.2	07-01-2020
1.2	14-10-2020
1.3	02-24-2021

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BEAZER HOMES

THORNEBURY COMMUNITY

RLH V648 1.3

Typical Sections

Sections

drawn by: XSI
checked by: BZH
date: 10/05/19
sheet number: A-4.0

Plot Date: 2/24/2021 11:22:29 AM; By: AMD

Building 1 elev DWN

T477 PARKER
FRONT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

T439 BRAXTON
FRONT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

T433 ADDISON
FRONT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

T437 MAXWELL
FRONT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

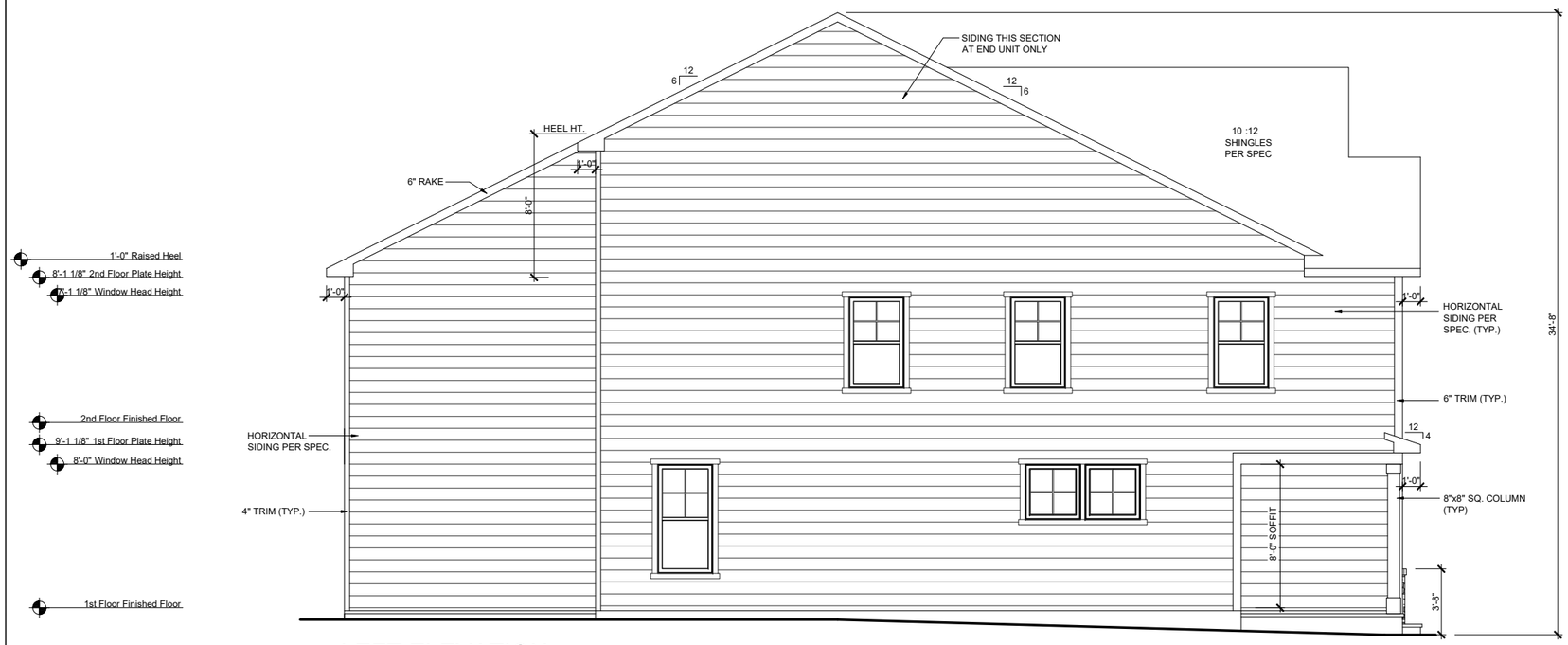
BEAZER HOMES

26' TH SERIES

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 4-30-2021



LEFT ELEVATION

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

RIGHT ELEVATION

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

BEAZER HOMES

26' TH SERIES

SIDE ELEVATIONS

SCALE: 1/8" = 1'-0"

DATE: 4-30-2021

REAR ELEVATION

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

BEAZER HOMES

26' TH SERIES

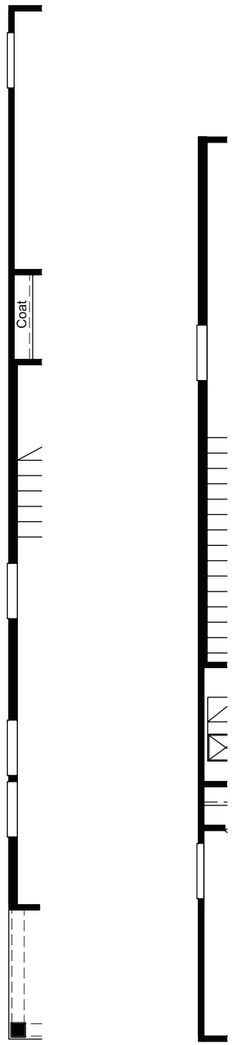
REAR ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 4-30-2021

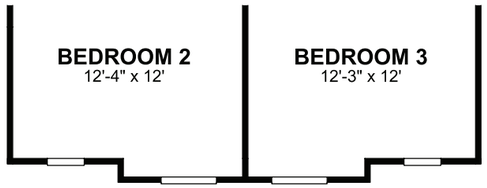
Paid Options

Structural options that add square footage or other structure (s) to the home for a fee

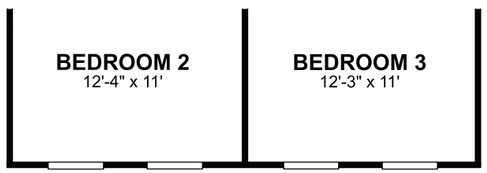


Opt End Unit
First Floor

Opt End Unit
Second Floor



Opt Elevation ACL



Opt Elevation FHL

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
PDR - Powder Room
SGD - Sliding Glass Door
W - Washer
D - Dryer
WH - Water Heater
DW - Dishwasher
REF - Refrigerator
HVAC - Heating Ventilating and Air Conditioning
MECH - Mechanical Room
WO - Wall Oven
MO - Microwave Oven
LIN - Linen
PAN - Pantry

Dotted Lines Denote Optional Items

Dashed Lines Denote Elevated Features

BEAZER HOMES

Addison

4 beds / 3 baths
2,148 sq. ft.
2-car garage

Arts & Crafts L Exterior

Farmhouse L Exterior

Traditional L Exterior

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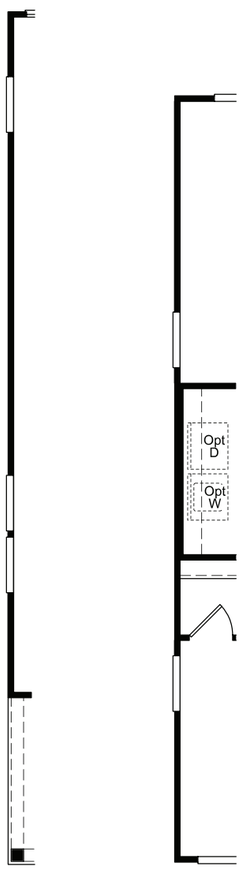
T433 v2.1 4-21

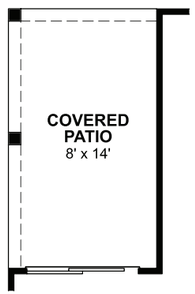
Paid Options

Structural options that add square footage or other structure (s) to the home for a fee

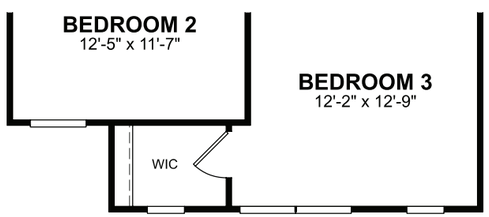


Opt End Unit First Floor

Opt End Unit Second Floor



Opt Covered Patio



Opt Elevation FHL

Legend

OPT - Optional	HVAC - Heating Ventilating and Air Conditioning
ILO - In Lieu Of	MECH - Mechanical Room
UTIL - Utility	WO - Wall Oven
WIC - Walk In Closet	MO - Microwave Oven
WIP - Walk In Pantry	LIN - Linen
PDR - Powder Room	PAN - Pantry
SGD - Sliding Glass Door	..... Dotted Lines Denote Optional Items
W - Washer	
D - Dryer	
WH - Water Heater	
DW - Dishwasher	- - - - - - - - Dashed Lines Denote Elevated Features
REF - Refrigerator	

BEAZER HOMES

Braxton

3 beds / 2.5 baths
2,282 sq. ft.
2-car garage

Arts & Crafts L Exterior

Farmhouse L Exterior

Traditional L Exterior

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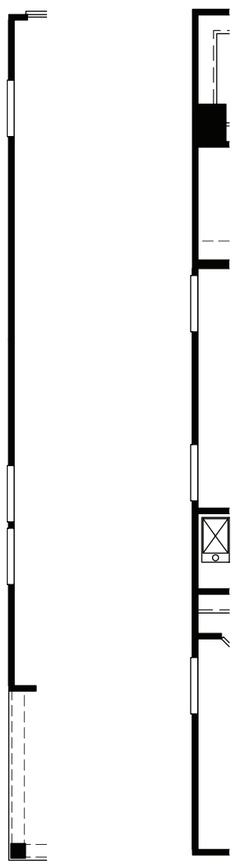
T439 v2.1 3-21

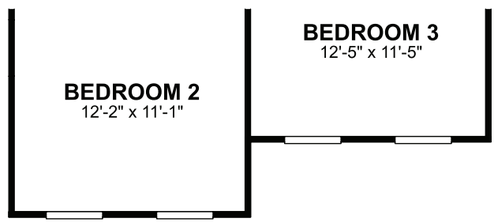
Paid Options

Structural options that add square footage or other structure (s) to the home for a fee

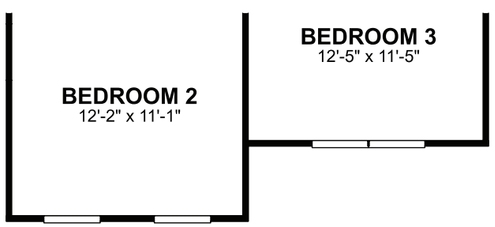


Opt End Unit
First Floor

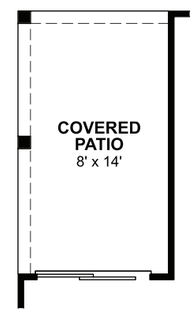
Opt End Unit
Second Floor



Opt Elevation ACL



Opt Elevation FHL



Opt Covered Patio

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
PDR - Powder Room
SGD - Sliding Glass Door
W - Washer
D - Dryer
WH - Water Heater
DW - Dishwasher
REF - Refrigerator
HVAC - Heating Ventilating and Air Conditioning
MECH - Mechanical Room
WO - Wall Oven
MO - Microwave Oven
LIN - Linen
PAN - Pantry

Dotted Lines Denote Optional Items

Dashed Lines Denote Elevated Features

BEAZER HOMES

Maxwell

3 beds / 2.5 baths
2,207 sq. ft.
2-car garage

Arts & Crafts L Exterior

Farmhouse L Exterior

Traditional L Exterior

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BZH LISTED NYSE
ENERGY STAR PARTNER
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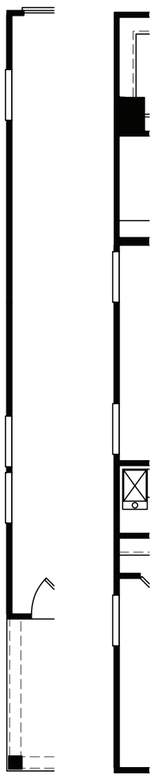
T437 v2.1 3-21

Paid Options

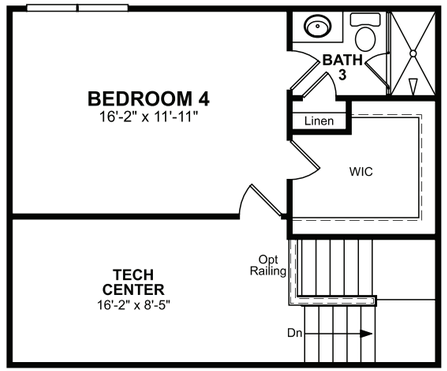
Structural options that add square footage or other structure (s) to the home for a fee



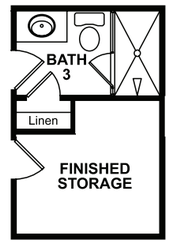
Opt End Unit First Floor

Opt End Unit Second Floor

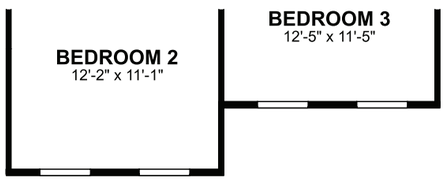
Opt End Unit Third Floor



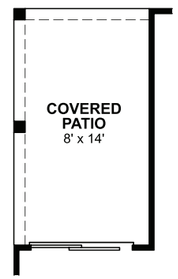
Opt Bedroom 4/Bath 3 ILO Bonus Room/Unfinished Storage



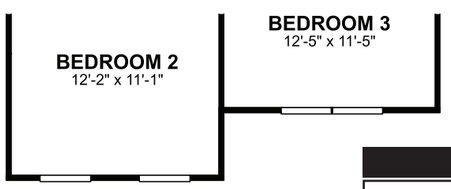
Opt Bath 3/Finished Storage ILO Unfinished Storage



Opt Elevation ACL



Opt Covered Patio



Opt Elevation FHL

Legend

OPT - Optional
ILO - In Lieu Of
UTIL - Utility
WIC - Walk In Closet
WIP - Walk In Pantry
PDR - Powder Room
SGD - Sliding Glass Door
W - Washer
D - Dryer
WH - Water Heater
DW - Dishwasher
REF - Refrigerator
HVAC - Heating Ventilating and Air Conditioning
MECH - Mechanical Room
WO - Wall Oven
MO - Microwave Oven
LIN - Linen
PAN - Pantry

Dotted Lines Denote Optional Items

Dashed Lines Denote Elevated Features

BEAZER HOMES

Parker

3-4 beds / 2.5-3.5 baths
2,623 sq. ft.
2-car garage

Arts & Crafts L Exterior

Farmhouse L Exterior

Traditional L Exterior

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T477 v1.1 3-21

BEAZER HOMES

ADDISON
RLH T433

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** DIVISION ADDRESS ADDRESS CITY, STATE ZIP CONTACT: PH: NUMBER FAX: NUMBER	**CONSULTANT** ADDRESS ADDRESS CITY, STATE ZIP PH: NUMBER FAX: NUMBER

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW OS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC, RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan - TRL
F-1.1	Slab Plan - ACL
F-1.2	Slab Plan - FHL
A-1.0	First Floor Plan
A-1.1	First Floor Partials
A-2.0	Second Floor Plan
A-2.1	Second Floor Partials
A-3.0	Front Elevation TRL
A-3.1	Side Elevations TRL
A-3.2	Front Elevation ACL
A-3.3	Side Elevations ACL
A-3.4	Front Elevation FHL
A-3.5	Side Elevations FHL
A-4.0	Typical Section
E-1.0	First Floor Electrical Plan
E-2.0	Second Floor Electrical Plan

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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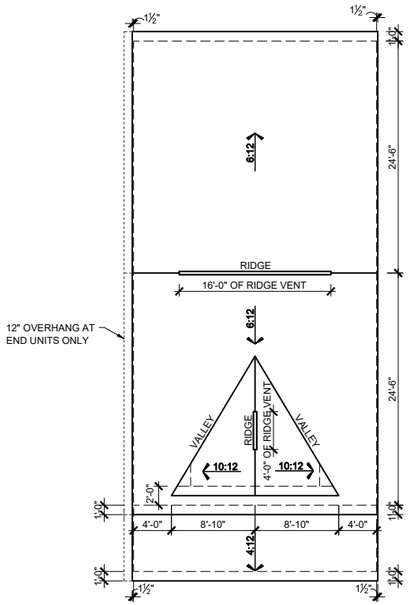
RLH T433 2.1
Cover Sheets
Cover Sheet

ROBERT'S CROSSING

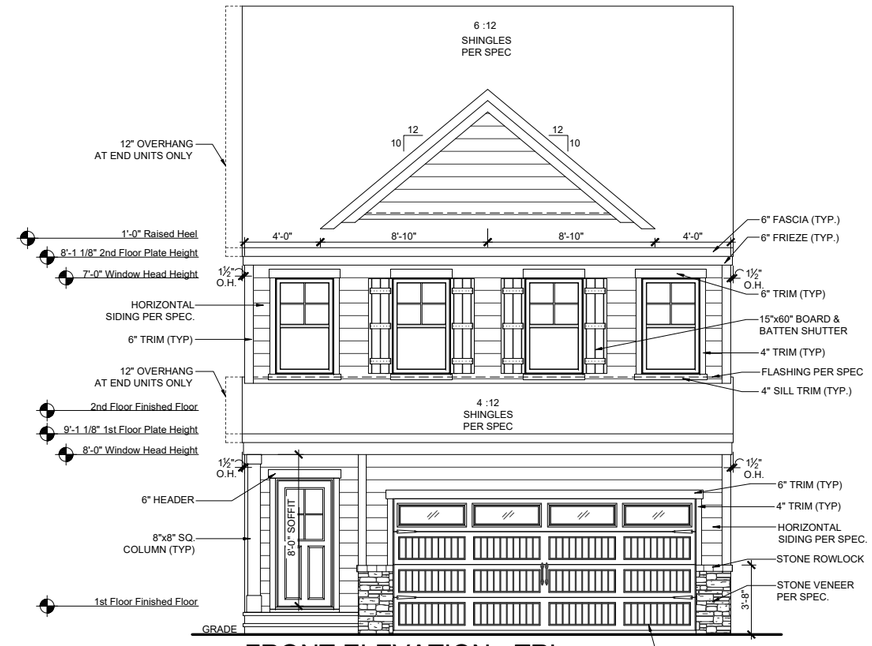
drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number: CS-1.0

Plot Date: 2/23/2021 10:21:17 AM; By: AMD



ROOF PLAN - TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
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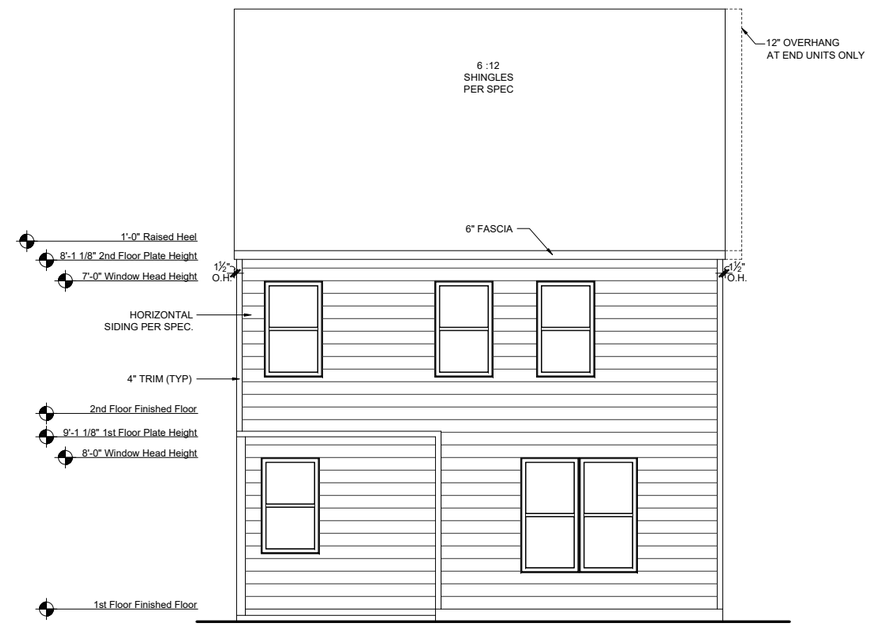

REAR ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1258 S.F.
VENTING =
1258 S.F. / 150 = 8.38 S.F. REQUIRED
1258 S.F. / 300 = 4.19 S.F. REQUIRED

Ridge Vents: 20 lin ft
Soffit Vents: 52 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 180 S.F.
VENTING =
180 S.F. / 150 = 1.2 S.F. REQUIRED
180 S.F. / 300 = 0.6 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 26 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

Plot Date: 2/23/2021 10:22:44 AM; By: AMD

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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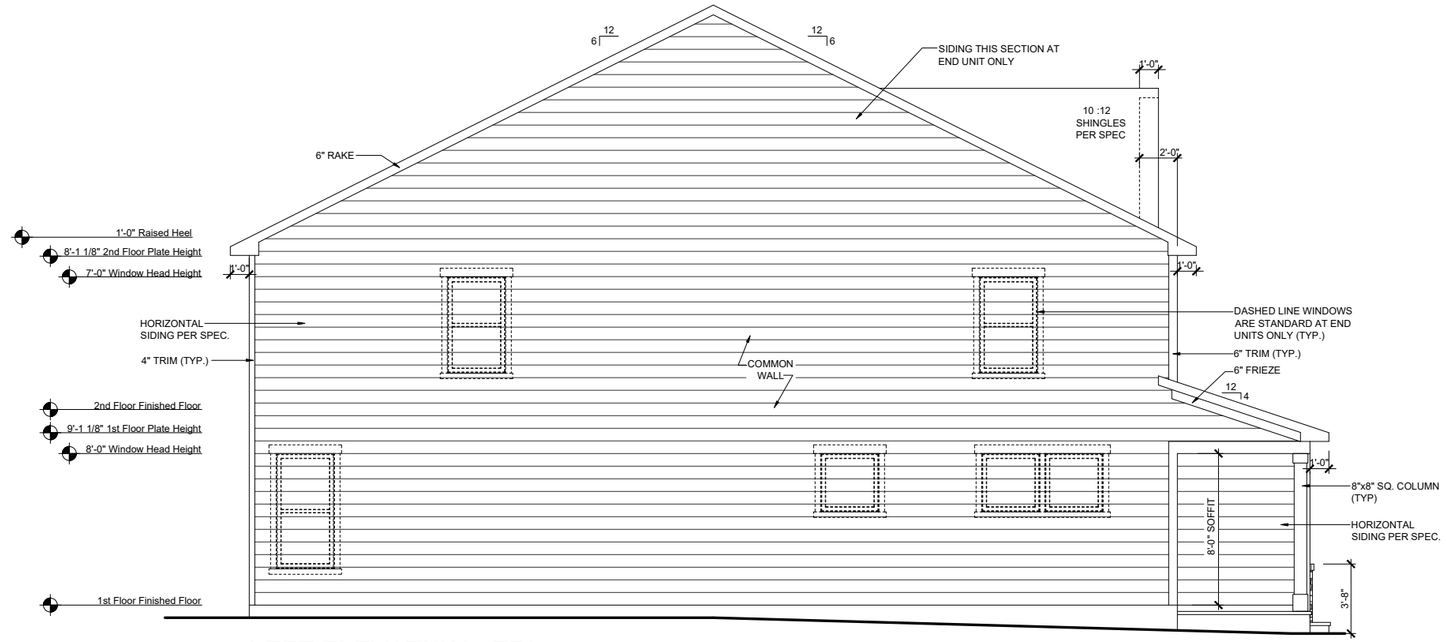
ROBERT'S CROSSING

RLH T433 2.1
Elevation Plans
Front Elevation TRL

drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number: A-3.0



LEFT ELEVATION - TRL

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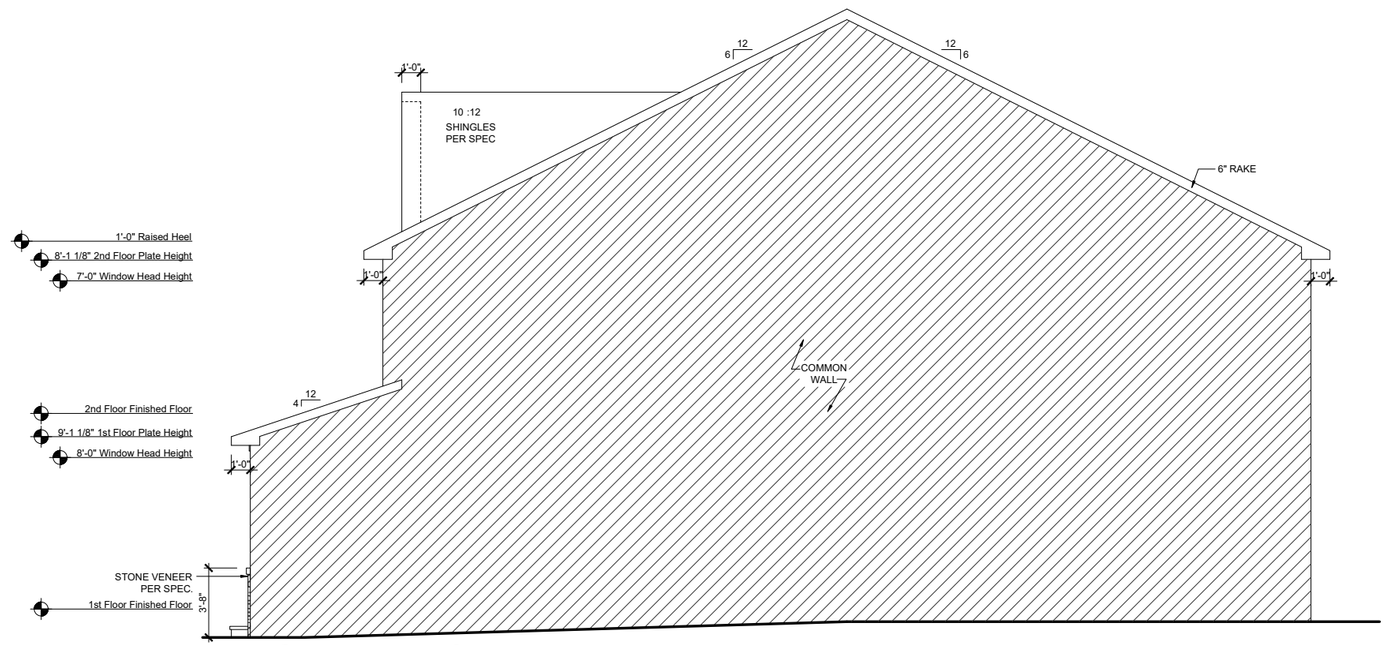

RIGHT ELEVATION - TRL

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Plot Date: 2/23/2021 10:22:51 AM; By: AMD

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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BEAZER HOMES

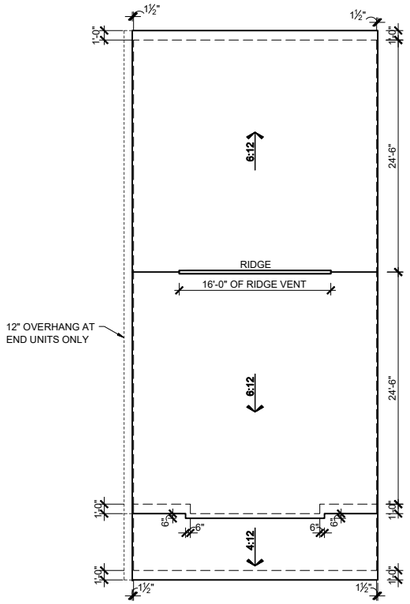
ROBERT'S CROSSING

RLH T433 2.1

Elevation Plans

Side Elevations TRL

drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number:
A-3.1



ROOF PLAN - ACL

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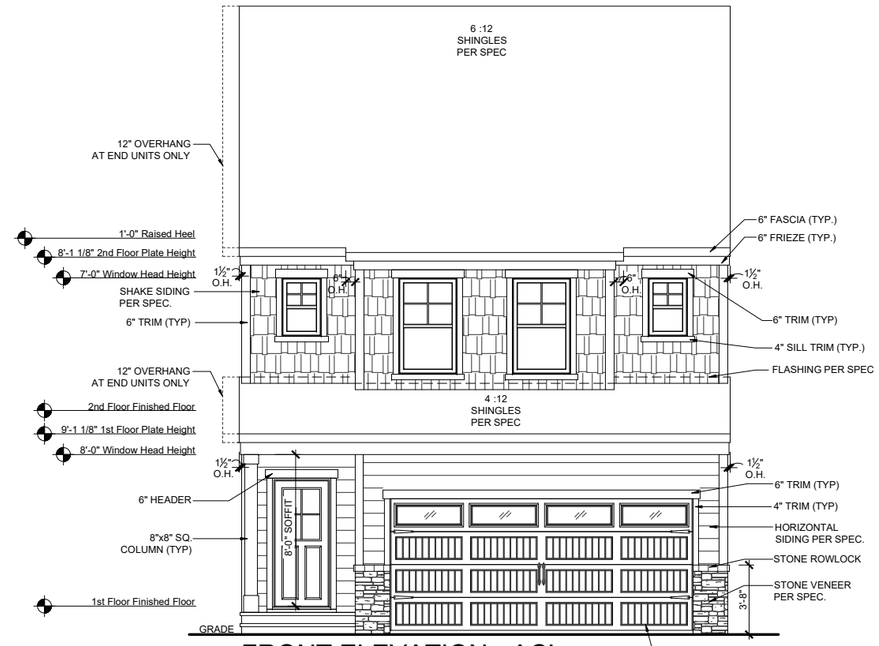
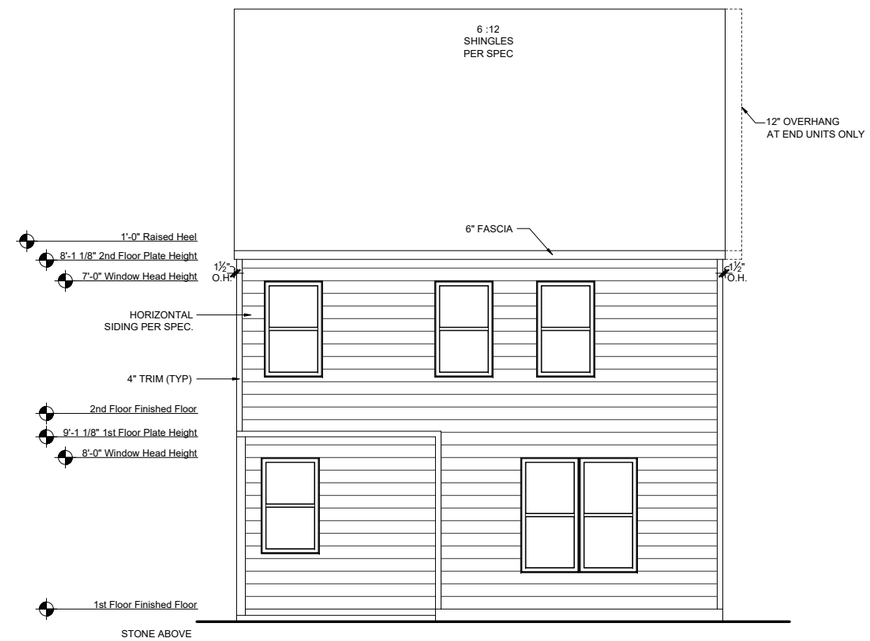
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1271 S.F.
VENTING =
1271 S.F. / 150 = 8.47 S.F. REQUIRED
1271 S.F. / 300 = 4.23 S.F. REQUIRED

Ridge Vents: 16 lin ft
Soffit Vents: 53 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 166 S.F.
VENTING =
166 S.F. / 150 = 1.1 S.F. REQUIRED
166 S.F. / 300 = 0.55 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 26 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

Plot Date: 2/23/2021 10:22:59 AM; By: AMD

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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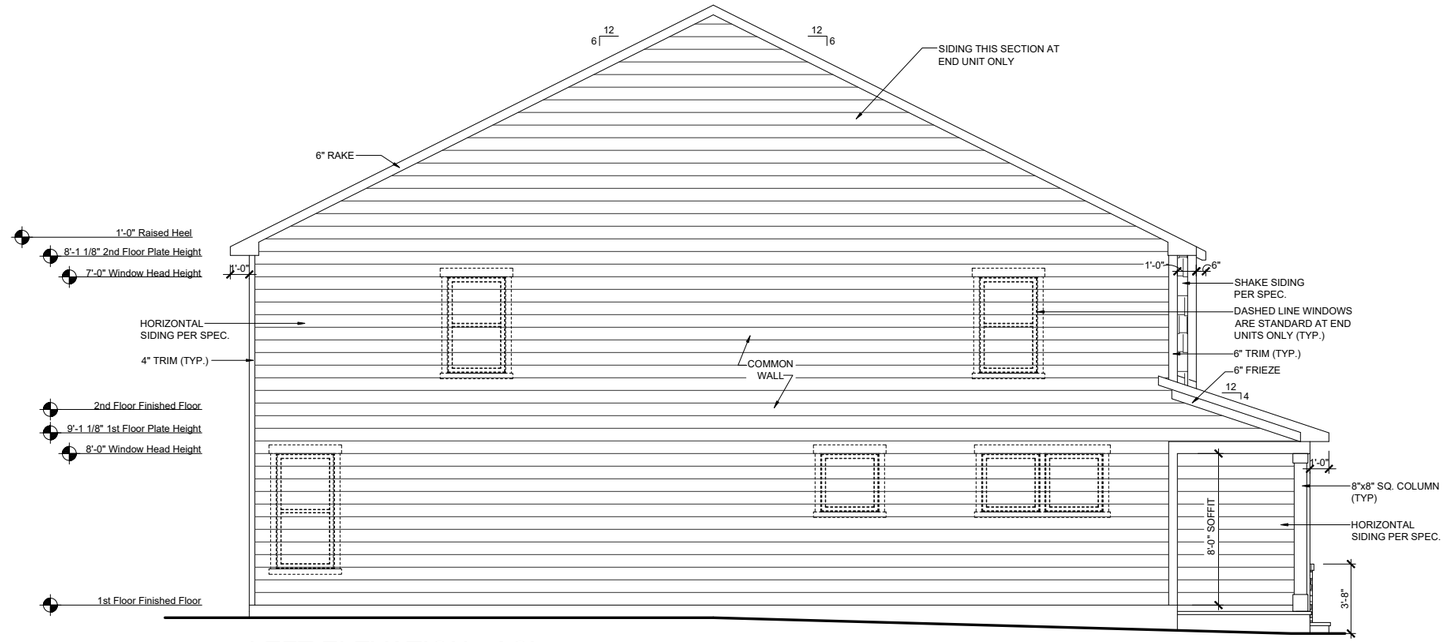
BEAZER HOMES

ROBERT'S CROSSING

RLH T433 2.1
Elevation Plans
Front Elevation ACL

drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number: A-3.2



LEFT ELEVATION - ACL

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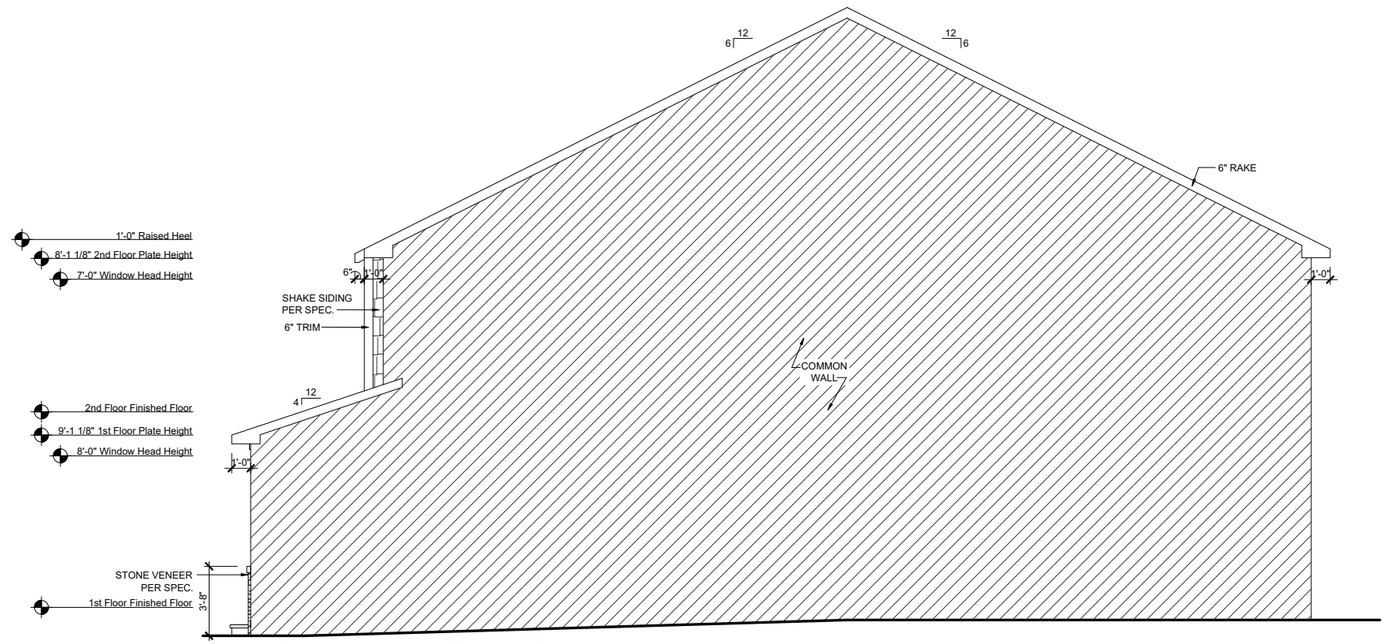

RIGHT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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BEAZER HOMES

ROBERT'S CROSSING

RLH T433 2.1

Elevation Plans

Side Elevations ACL

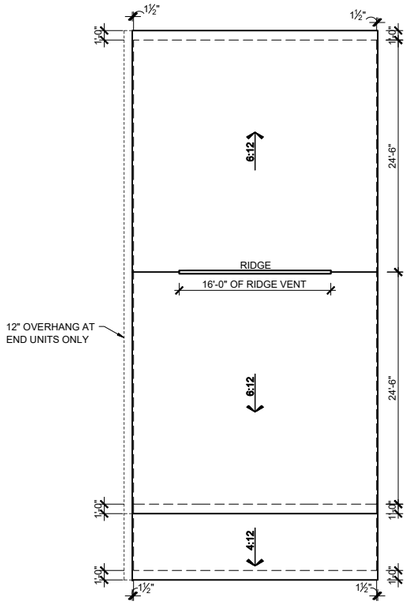
drawn by: XSI

checked by: BZH

date: 7/26/19

sheet number: A-3.3

Plot Date: 2/23/2021 10:23:04 AM; By: AMD

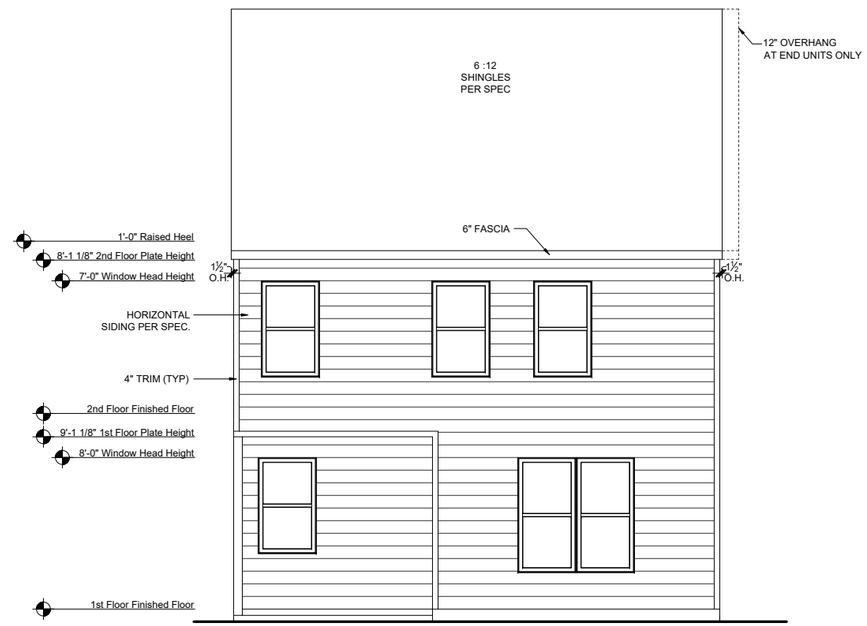


ROOF PLAN - FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)

FRONT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1258 S.F.
VENTING =
1258 S.F. / 150 = 8.38 S.F. REQUIRED
1258 S.F. / 300 = 4.19 S.F. REQUIRED

Ridge Vents: 16 lin ft
Soffit Vents: 53 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 180 S.F.
VENTING =
180 S.F. / 150 = 1.2 S.F. REQUIRED
180 S.F. / 300 = 0.6 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 26 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

Plot Date: 2/23/2021 10:23:13 AM; By: AMD

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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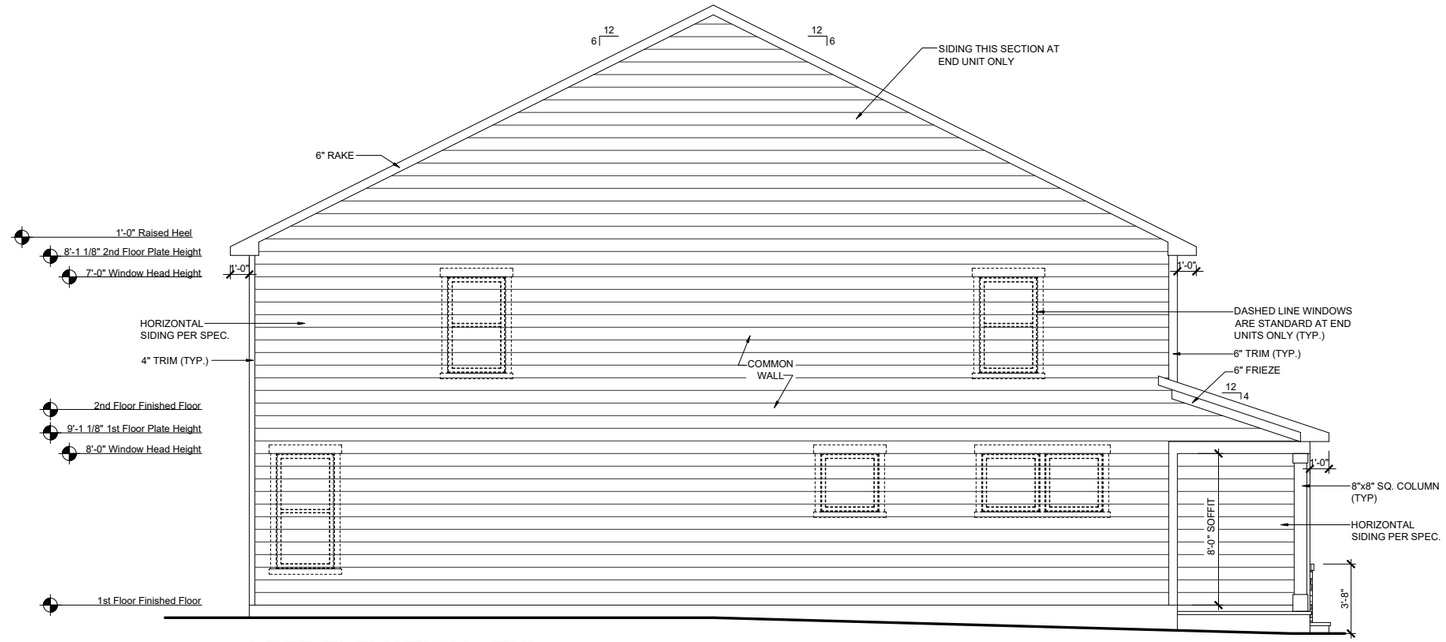
BEAZER HOMES

ROBERT'S CROSSING

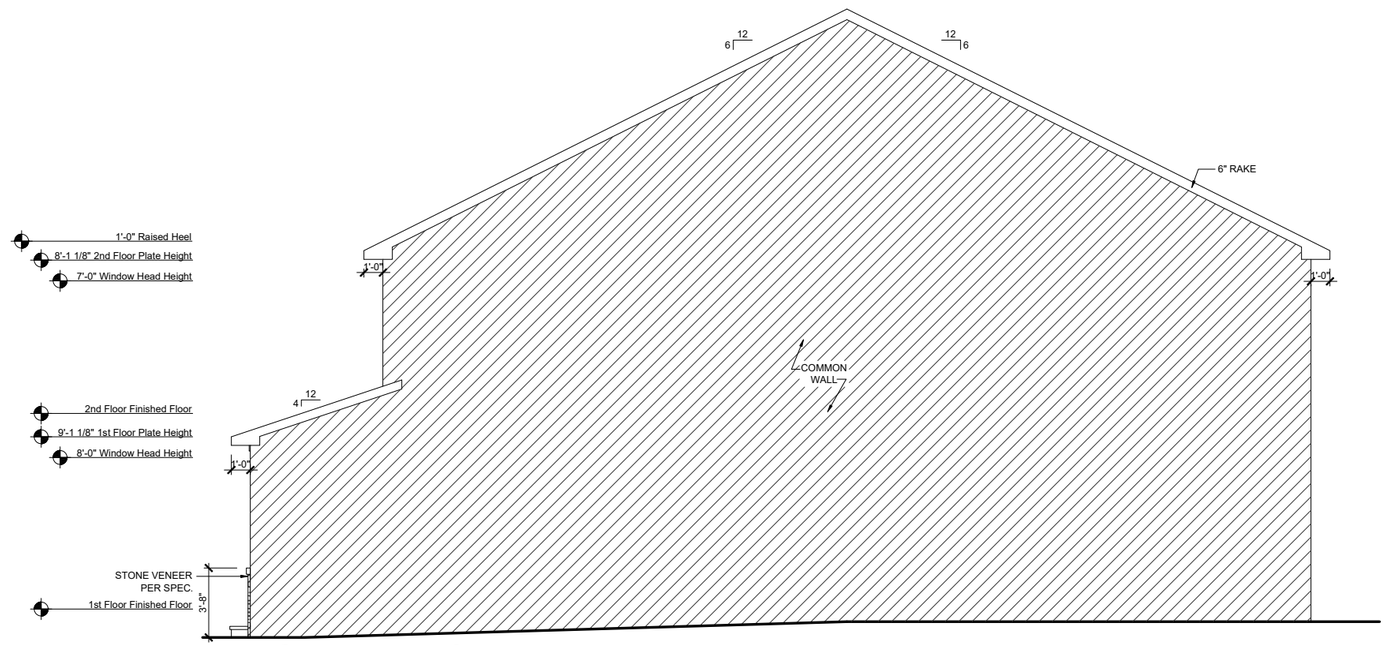
RLH T433 2.1
Elevation Plans
Front Elevation FHL

drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number: A-3.4



LEFT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0"

Plot Date: 2/23/2021 10:23:18 AM; By: AMD

REV.	DATE
v2.0	09-18-20
v2.1	02-23-21

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BEAZER HOMES

ROBERT'S CROSSING

RLH T433 2.1

Elevation Plans

Side Elevations FHL

drawn by: XSI
checked by: BZH
date: 7/26/19
sheet number:
A-3.5

BEAZER HOMES

MAXWELL

RLH T437

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 & PH: 770-777-0074

NOTE:
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NOTE:
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ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
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SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan Elev TRL
F-1.1	Slab Plan Elev ACL
F-1.2	Slab Plan Elev FHL
F-1.3	Slab Options
A-1.0	First Floor Plan
A-1.1	First Floor Partials
A-1.2	Opt. Covered Patio
A-2.0	Second Floor Plan
A-2.1	Second Floor Partials
A-3.0	Front Elevation TRL
A-3.1	Side Elevations TRL
A-3.2	Front Elevation ACL
A-3.3	Side Elevations ACL
A-3.4	Front Elevation FHL
A-3.5	Side Elevations FHL
A-4.0	Typical Section
E-1.0	1st Floor Electrical Plan
E-2.0	2nd Floor Electrical Plan

REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
v2.1	02.23.2021

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BEAZER HOMES

ROBERT'S CROSSING

RLH T437 2.1

Cover Sheets

Cover Sheet

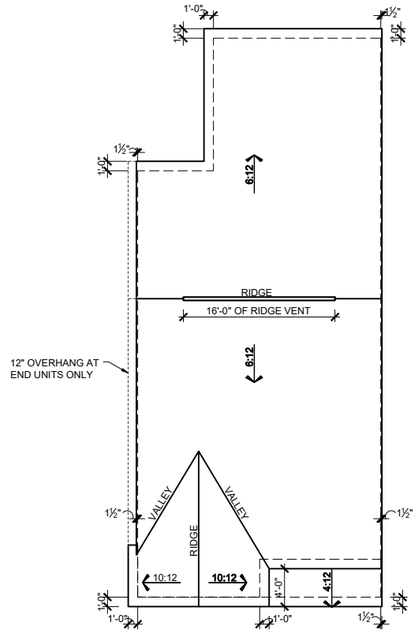
drawn by: XSI

checked by: BZH

date: 09/20/19

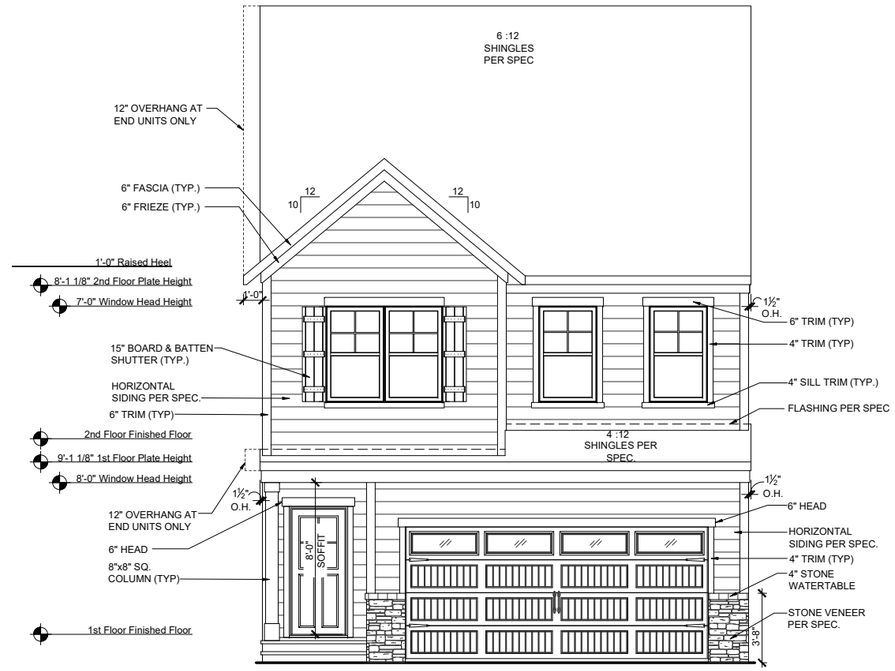
sheet number: CS-1.0

Plot Date: 2/23/2021 3:59:53 PM; By: AMD



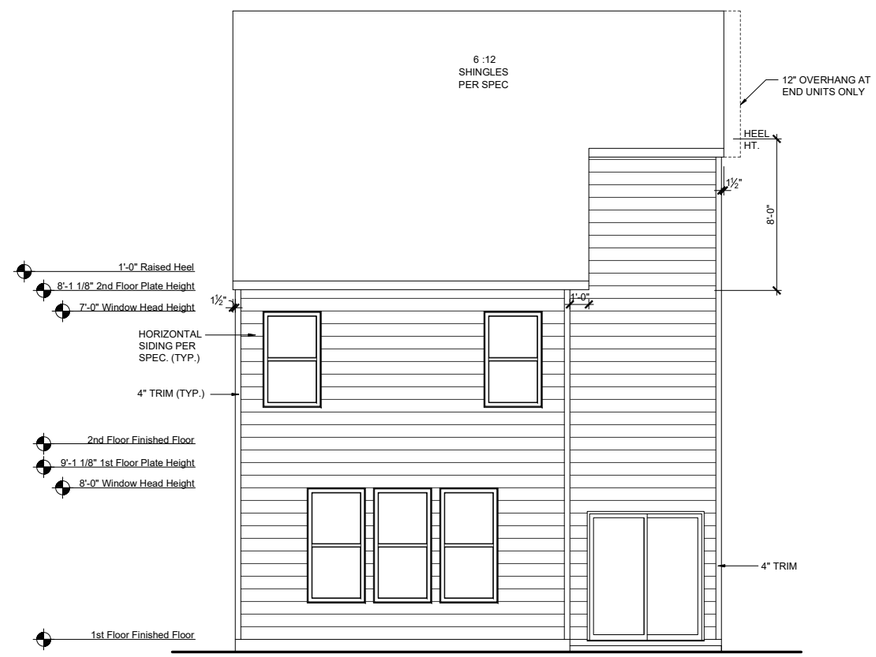
ROOF PLAN - TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

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VENTING =
1351 S.F. / 150 = 9.00 S.F. REQUIRED
1351 S.F. / 300 = 4.50 S.F. REQUIRED

Ridge Vents: 16 lin ft
Soffit Vents: 45 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 51 S.F.
VENTING =
51 S.F. / 150 = 0.34 S.F. REQUIRED
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Ridge Vents: 0 lin ft
Soffit Vents: 26 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
v2.1	02.23.2021

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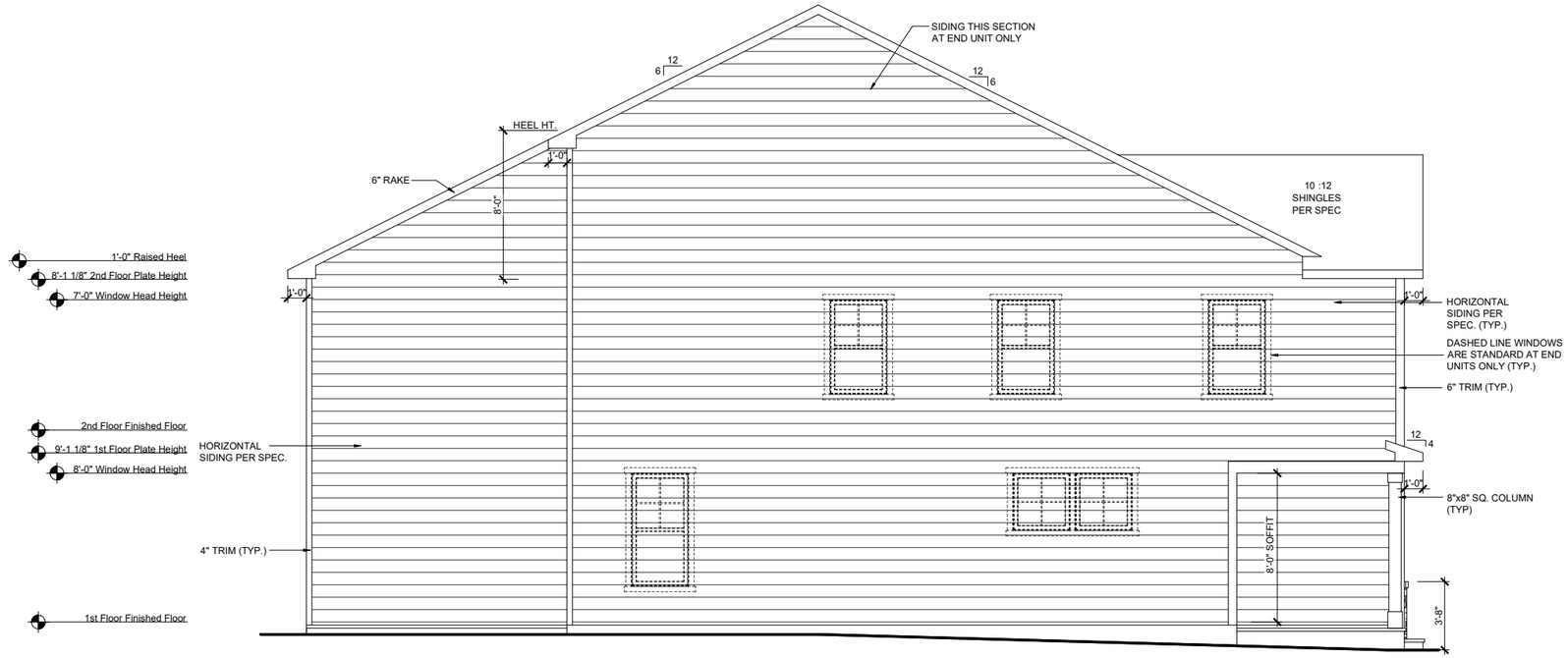
ROBERT'S CROSSING

RLH T437 2.1
Elevation Plans
Front Elevation TRL

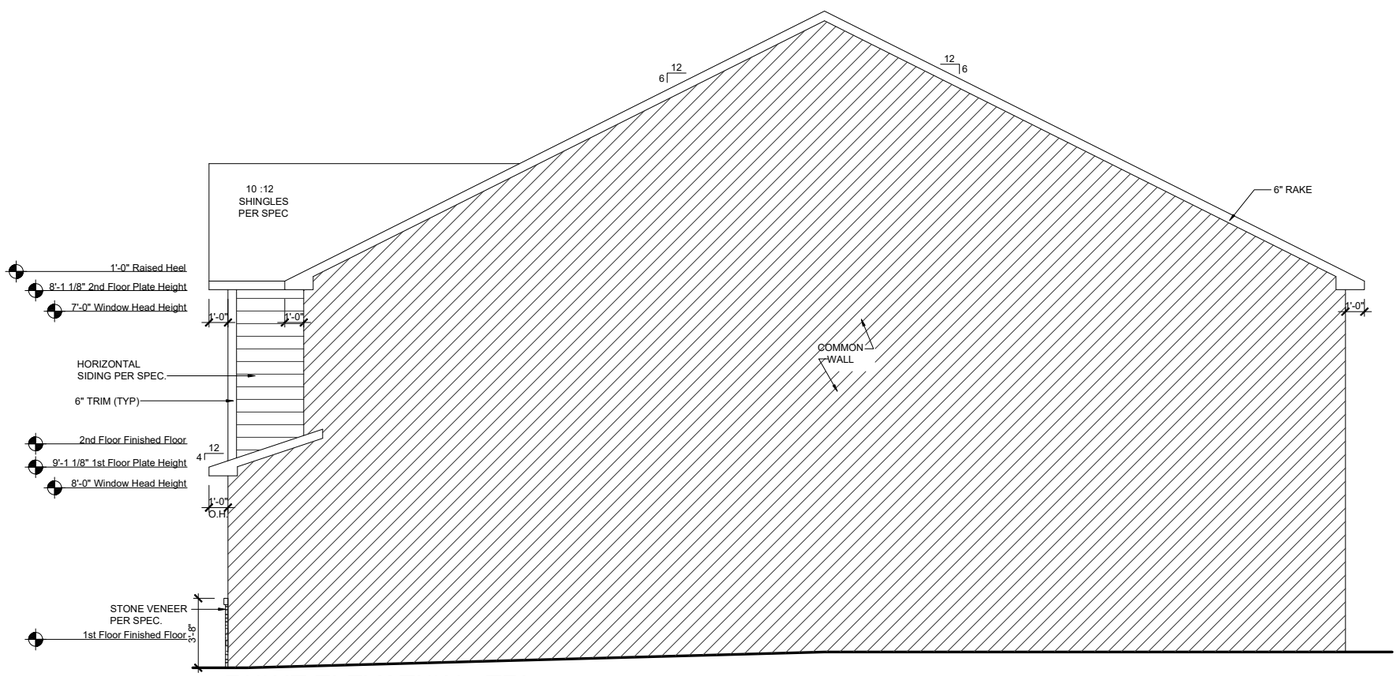
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.0

Plot Date: 2/23/2021 4:00:59 PM; By: AMD



LEFT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
v2.1	02.23.2021

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ROBERT'S CROSSING

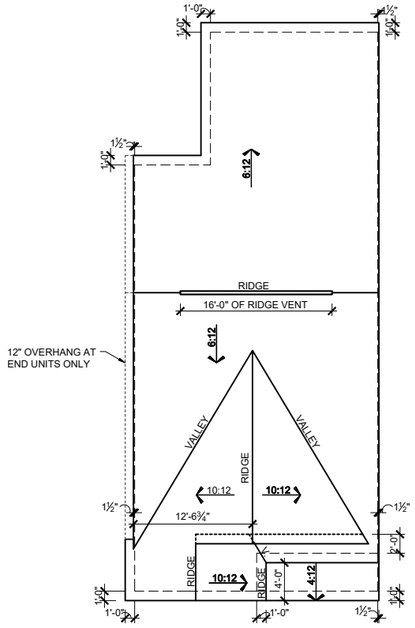
RLH T437 2.1

Elevation Plans

Side Elevations TRL

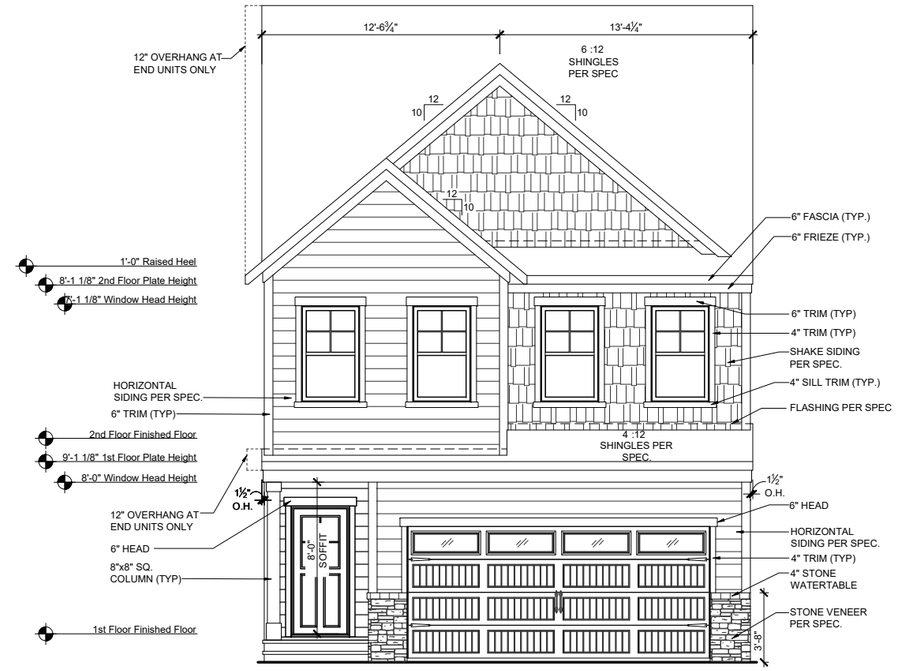
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.1

Plot Date: 2/23/2021 4:01:03 PM; By: AMD



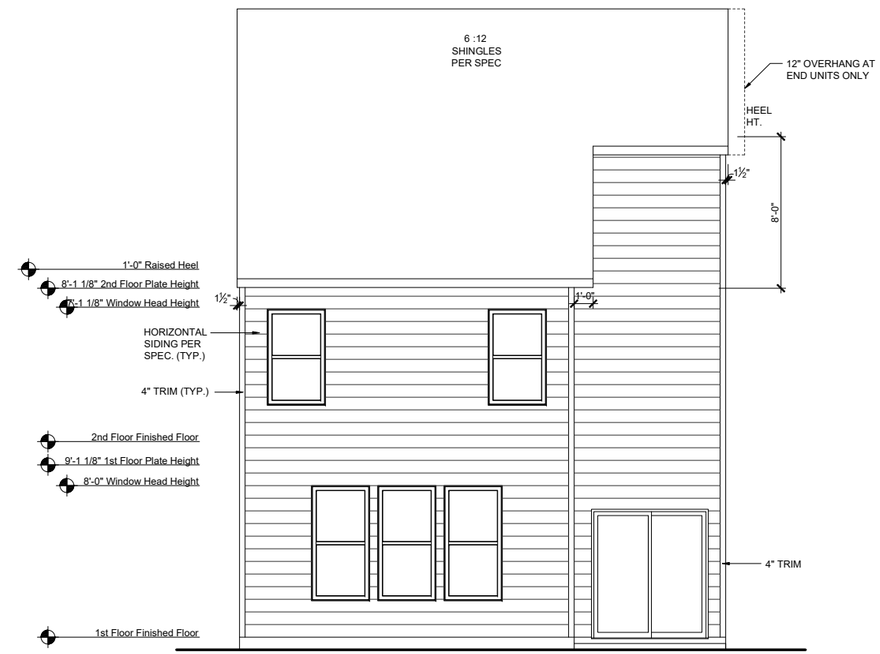
ROOF PLAN - ACL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
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REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
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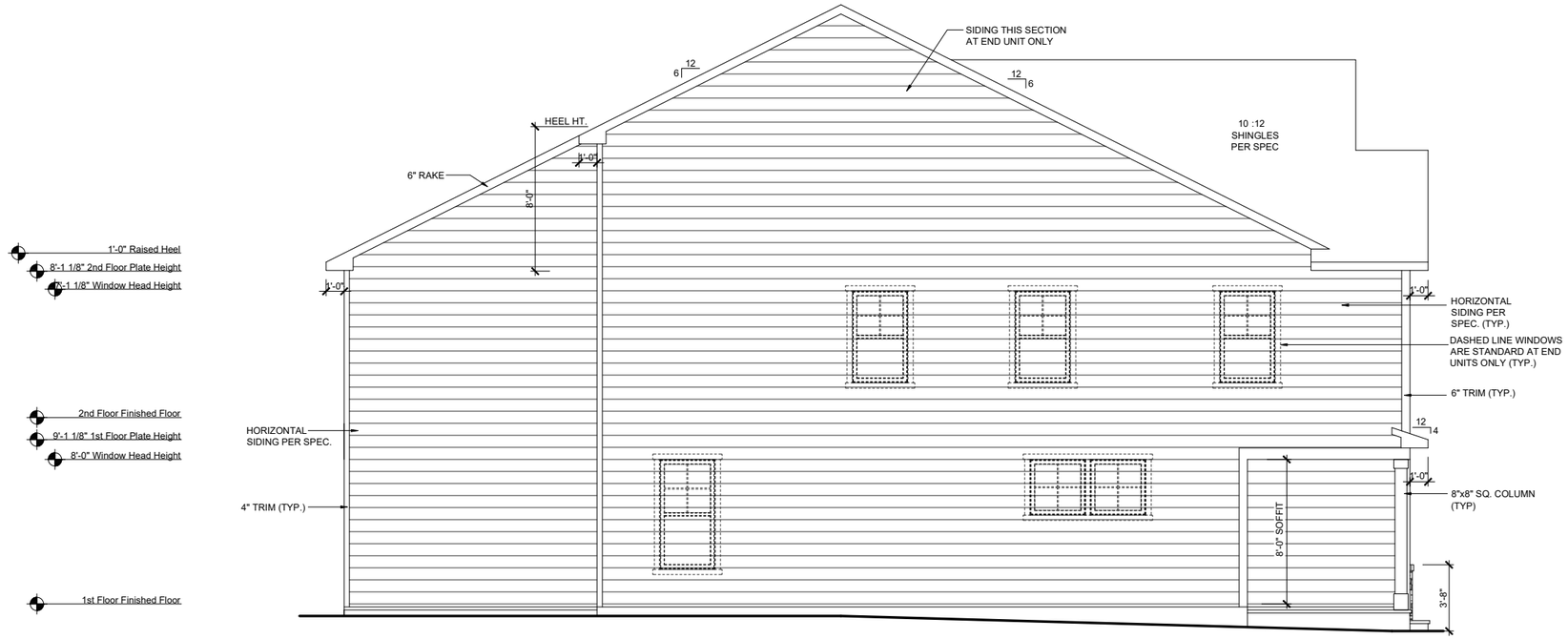
ROBERT'S CROSSING

RLH T437 2.1
Elevation Plans
Front Elevation ACL

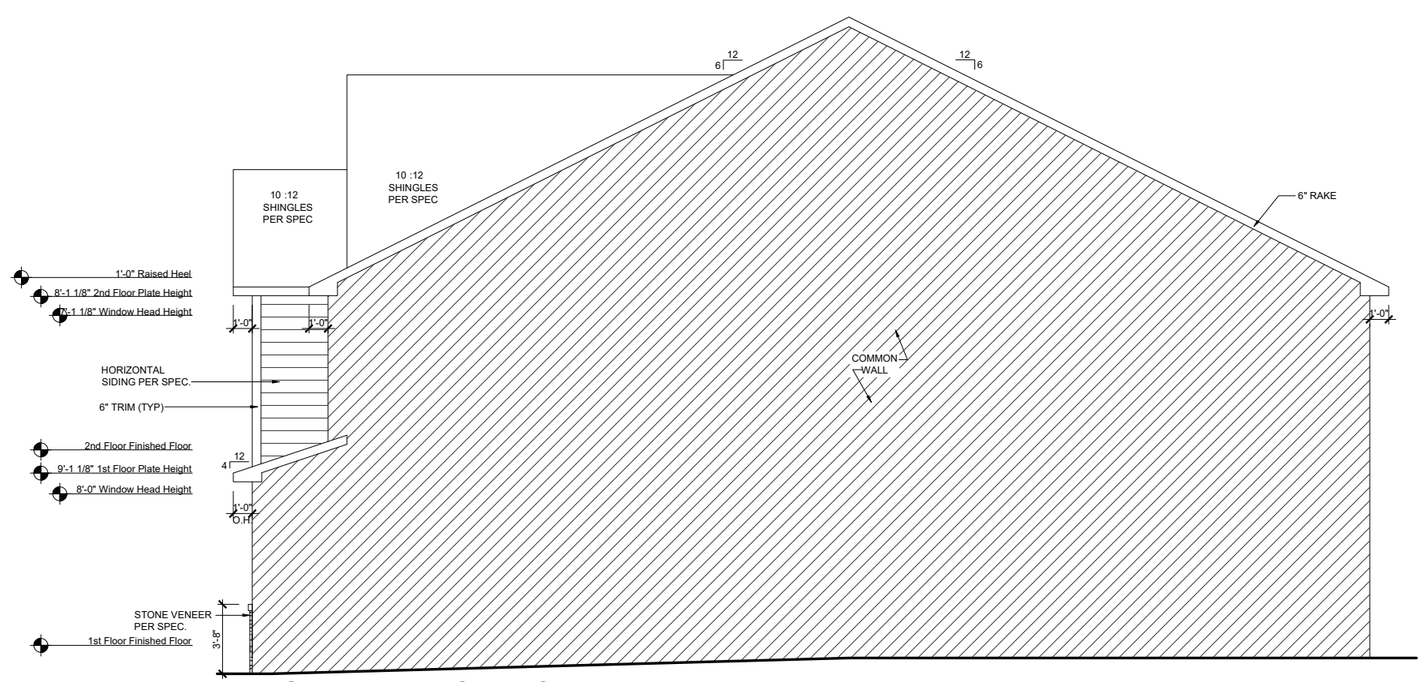
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.2

Plot Date: 2/23/2021 4:01:10 PM; By: AMD



LEFT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
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ROBERT'S CROSSING

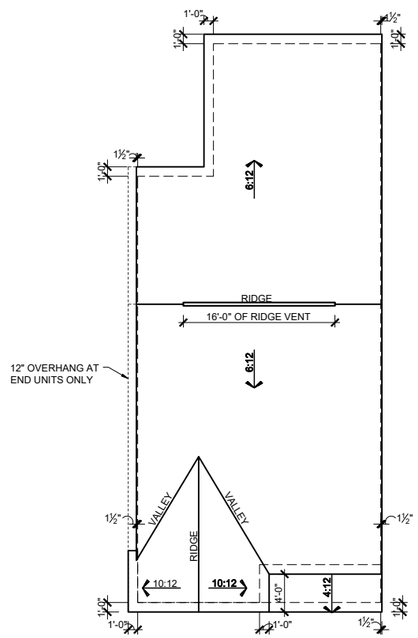
RLH T437 2.1

Elevation Plans

Side Elevations ACL

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.3

Plot Date: 2/23/2021 4:01:14 PM; By: AMD



ROOF PLAN - FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
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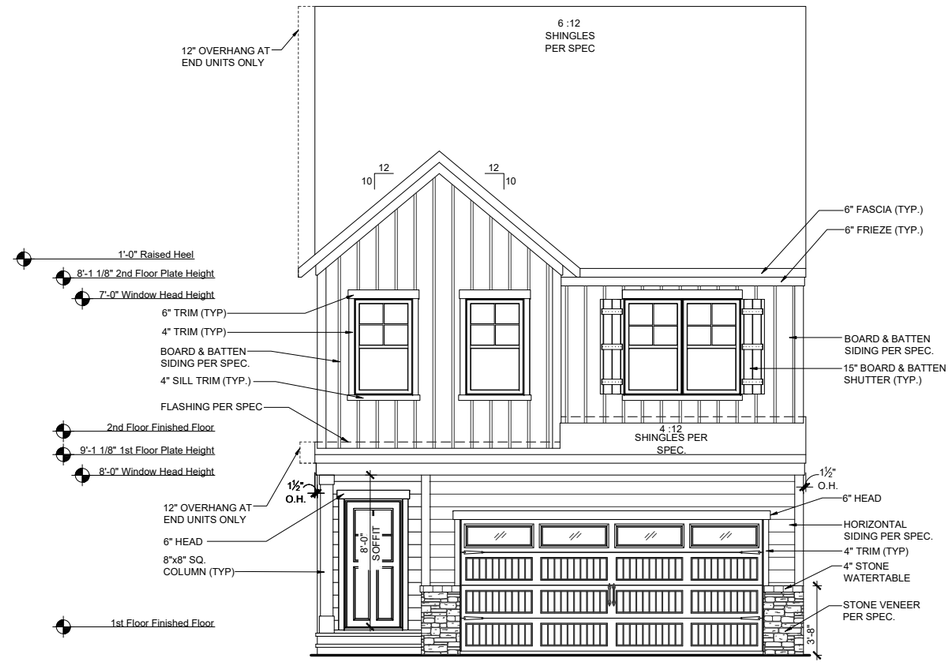
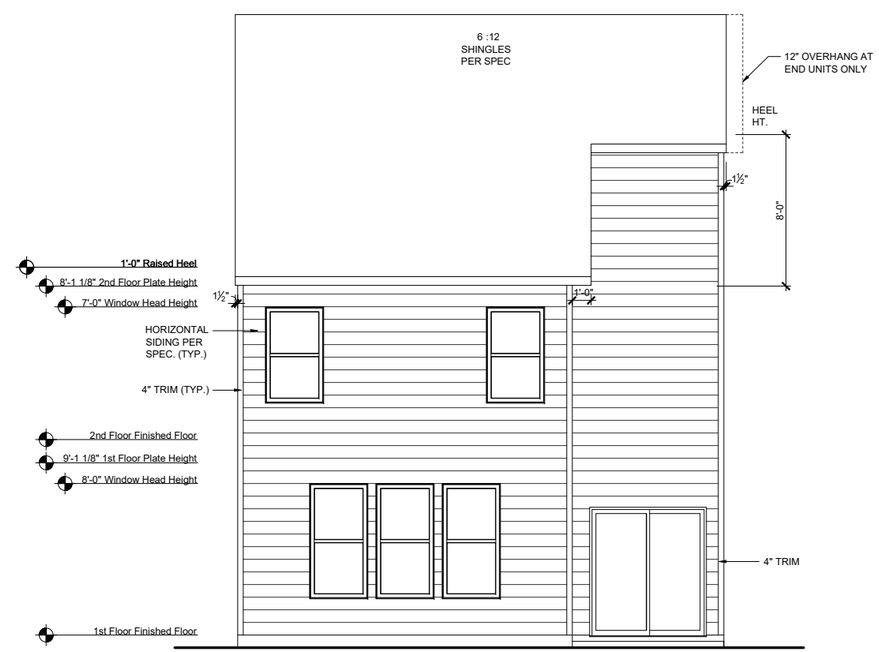


FRONT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
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REV.	DATE
1.3	06.30.2020
v2.0	09.17.2020
v2.1	02.23.2021

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BEAZER HOMES

ROBERT'S CROSSING

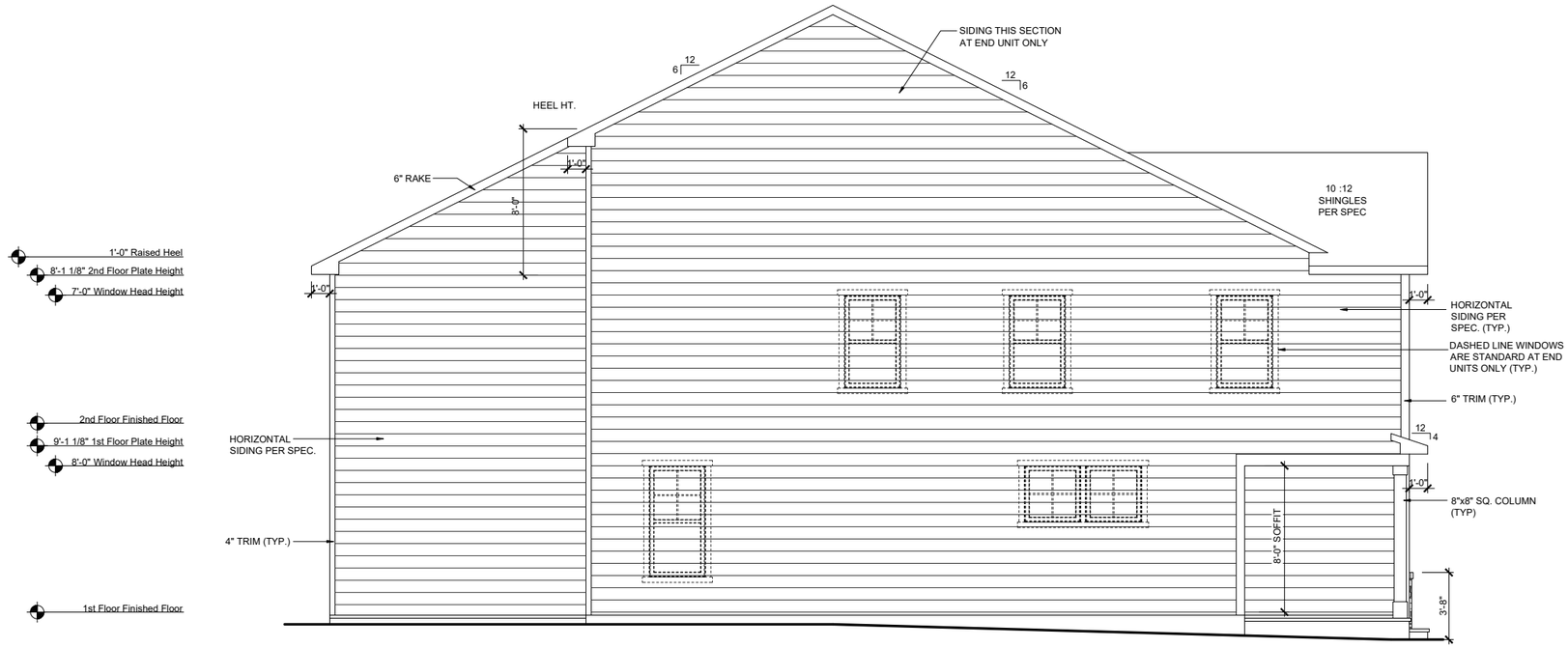
RLH T437 2.1

Elevation Plans

Front Elevation FHL

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number:
A-3.4

Plot Date: 2/23/2021 4:01:20 PM; By: AMD



LEFT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
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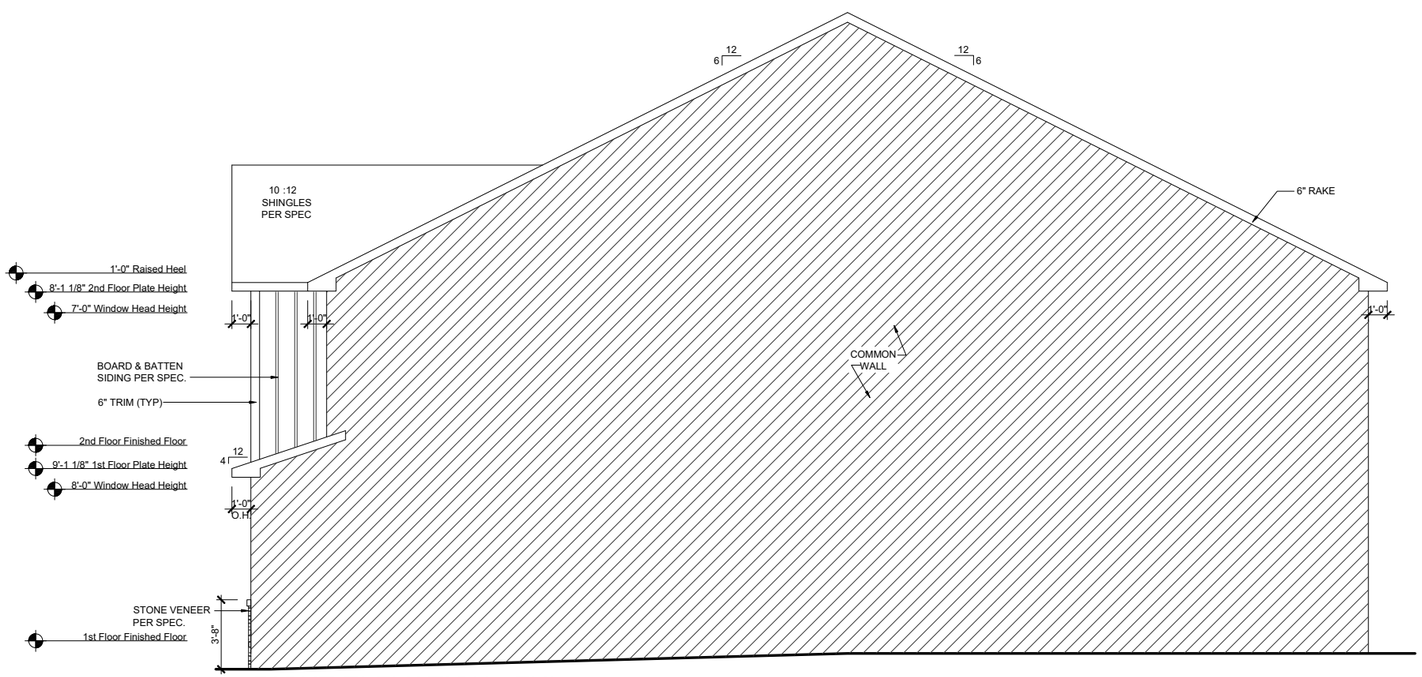

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REV.	DATE
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BEAZER HOMES

ROBERT'S CROSSING

RLH T437 2.1

Elevation Plans

Front Elevation FHL

drawn by: XSI

checked by: BZH

date: 09/20/19

sheet number: A-3.5

Plot Date: 2/23/2021 4:01:24 PM; By: AMD

BEAZER HOMES

BRAXTON

RLH T439

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 PH: 770-777-0074

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ABV.	ABOVE FINISH FLOOR
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SHWR	SHOWER
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A-3.3	Side Elevations ACL
A-3.4	Front Elevations FHL
A-3.5	Side Elevations FHL
A-4.0	Typical Sections
E-1.0	1st Floor Electrical Plans
E-2.0	2nd Floor Electrical Plans

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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BEAZER HOMES

RLH T439 2.1

Cover Sheets

Cover Sheet

ROBERT'S CROSSING

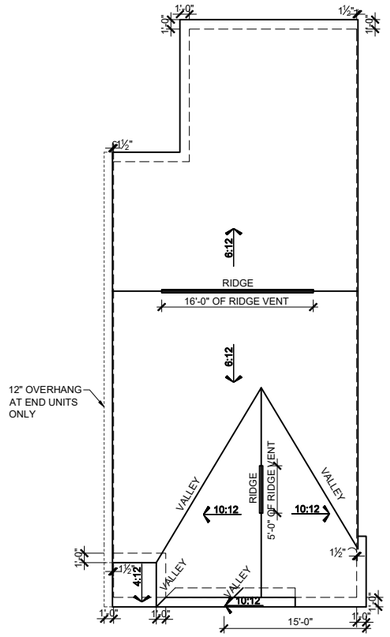
drawn by: XSI

checked by: BZH

date: 09/20/19

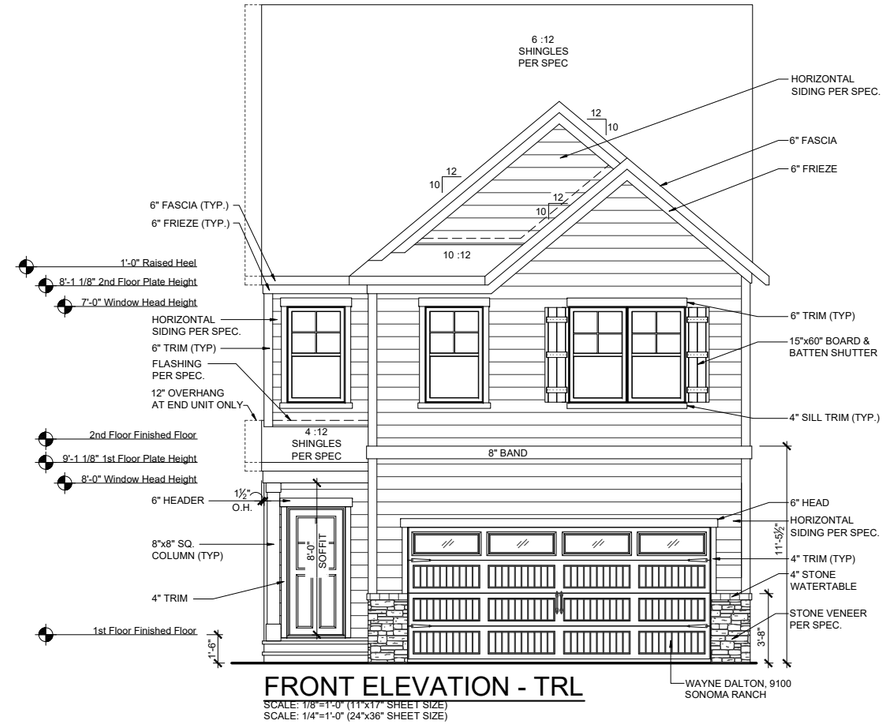
sheet number: CS-1.0

Plot Date: 2/23/2021 2:48:24 PM; By: AMD



ROOF PLAN - TRL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1428 S.F.
VENTING =
1428 S.F. / 150 = 9.52 S.F. REQUIRED
1428 S.F. / 300 = 4.76 S.F. REQUIRED

Ridge Vents: 21 lin ft
Soffit Vents: 43 lin ft

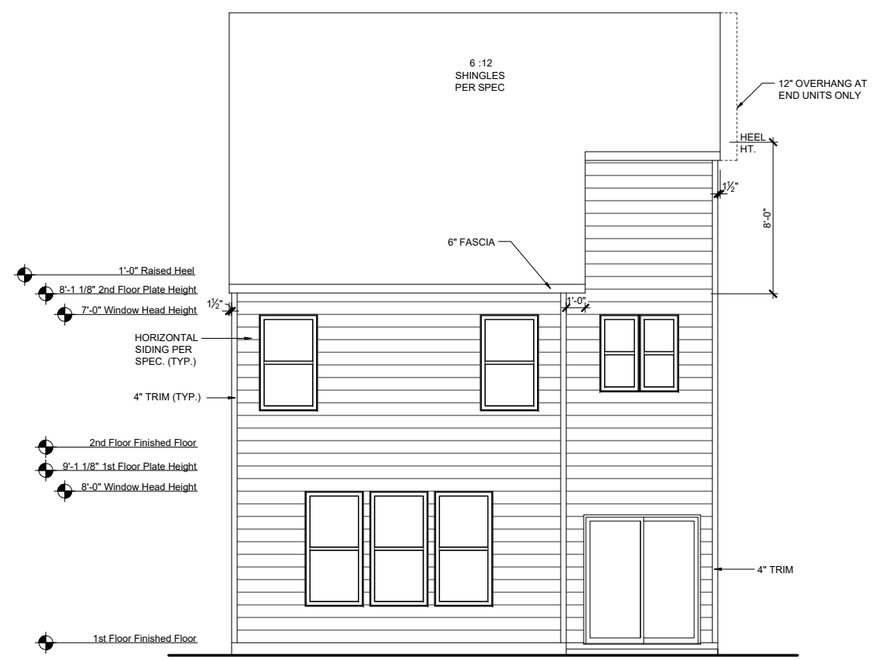
NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 91 S.F.
VENTING =
91 S.F. / 150 = 0.60 S.F. REQUIRED
91 S.F. / 300 = 0.30 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 28 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.



REAR ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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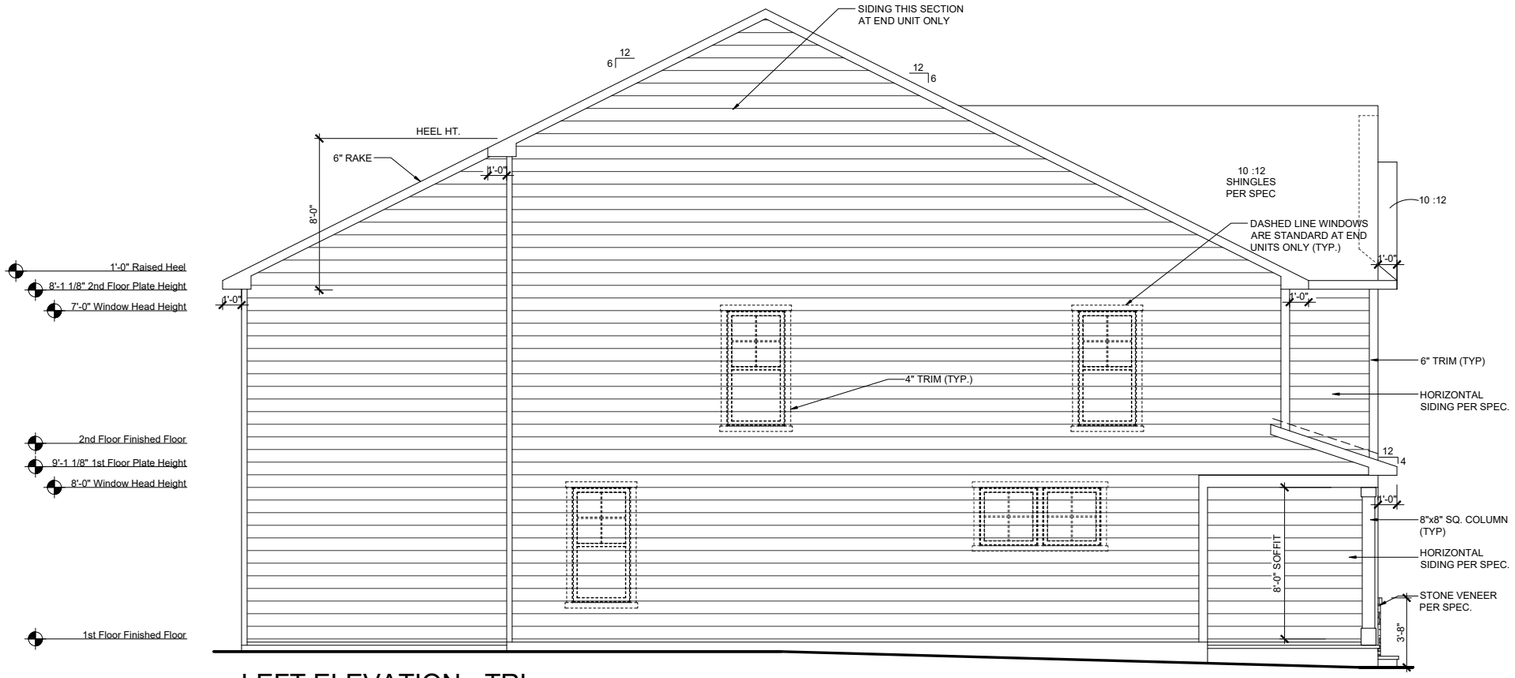
ROBERT'S CROSSING

RLH T439 2.1
Elevation Plans
Front Elevation TRL

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.0

Plot Date: 2/23/2021 2:50:26 PM; By: AMD



LEFT ELEVATION - TRL

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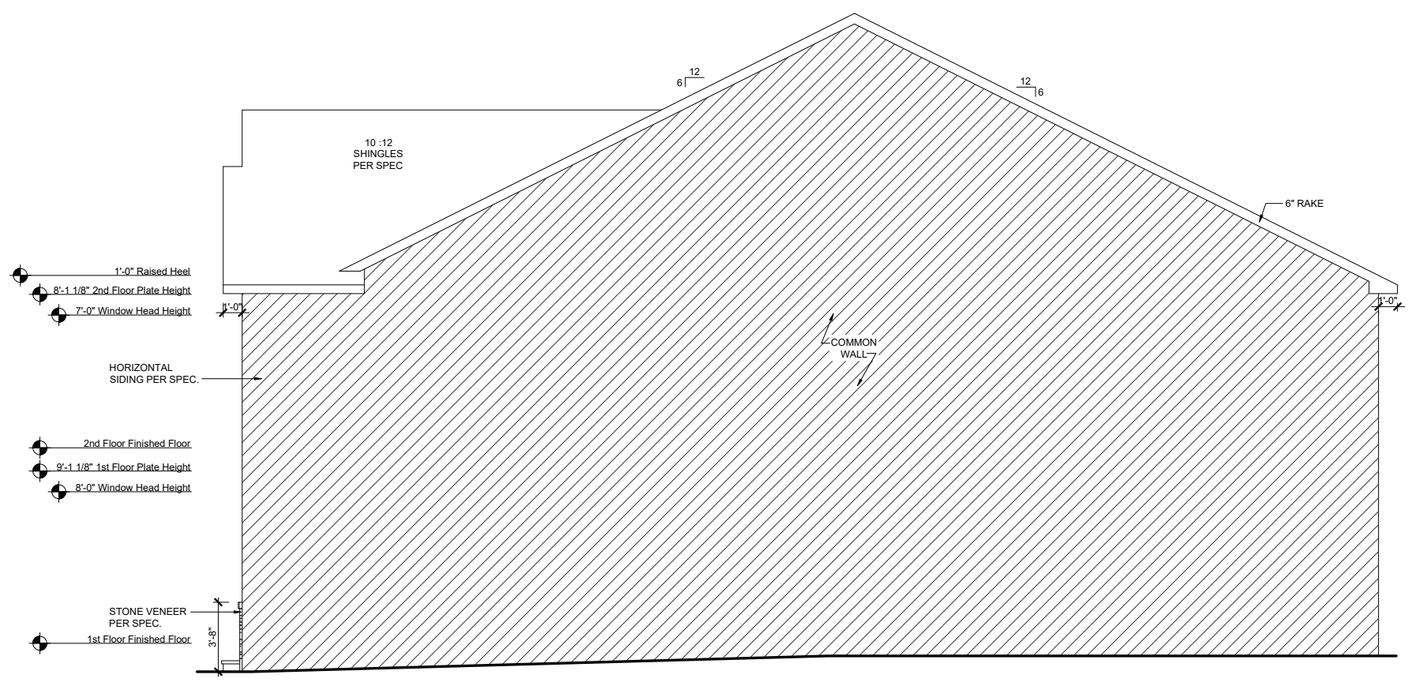
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - TRL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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ROBERT'S CROSSING

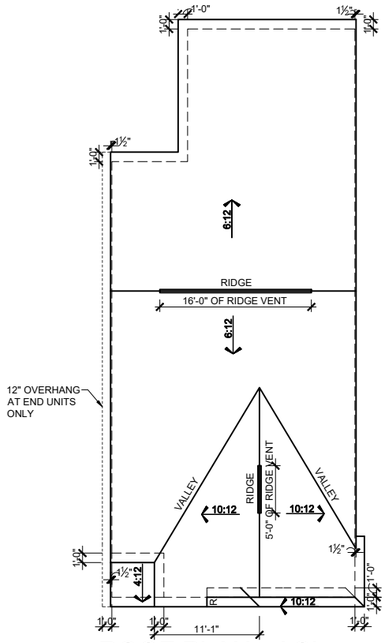
RLH T439 2.1

Elevation Plans

Side Elevations TRL

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.1

Plot Date: 2/23/2021 2:50:28 PM; By: AMD



ROOF PLAN - ACL

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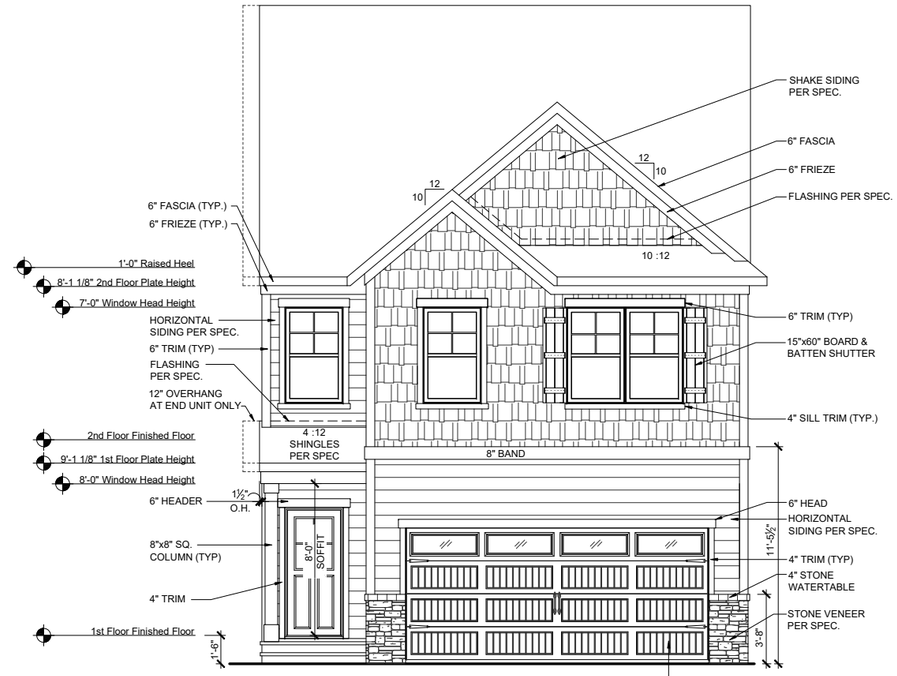
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
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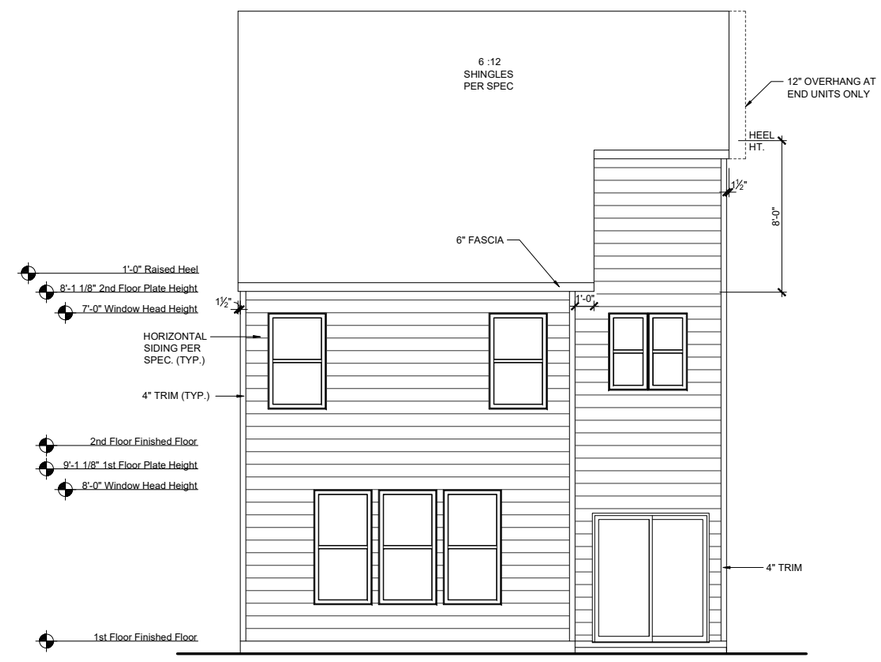

REAR ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1428 S.F.
VENTING =
1428 S.F. / 150 = 9.52 S.F. REQUIRED
1428 S.F. / 300 = 4.76 S.F. REQUIRED

Ridge Vents: 21 lin ft
Soffit Vents: 50 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF
ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 91 S.F.
VENTING =
91 S.F. / 150 = 0.61 S.F. REQUIRED
91 S.F. / 300 = 0.31 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 28 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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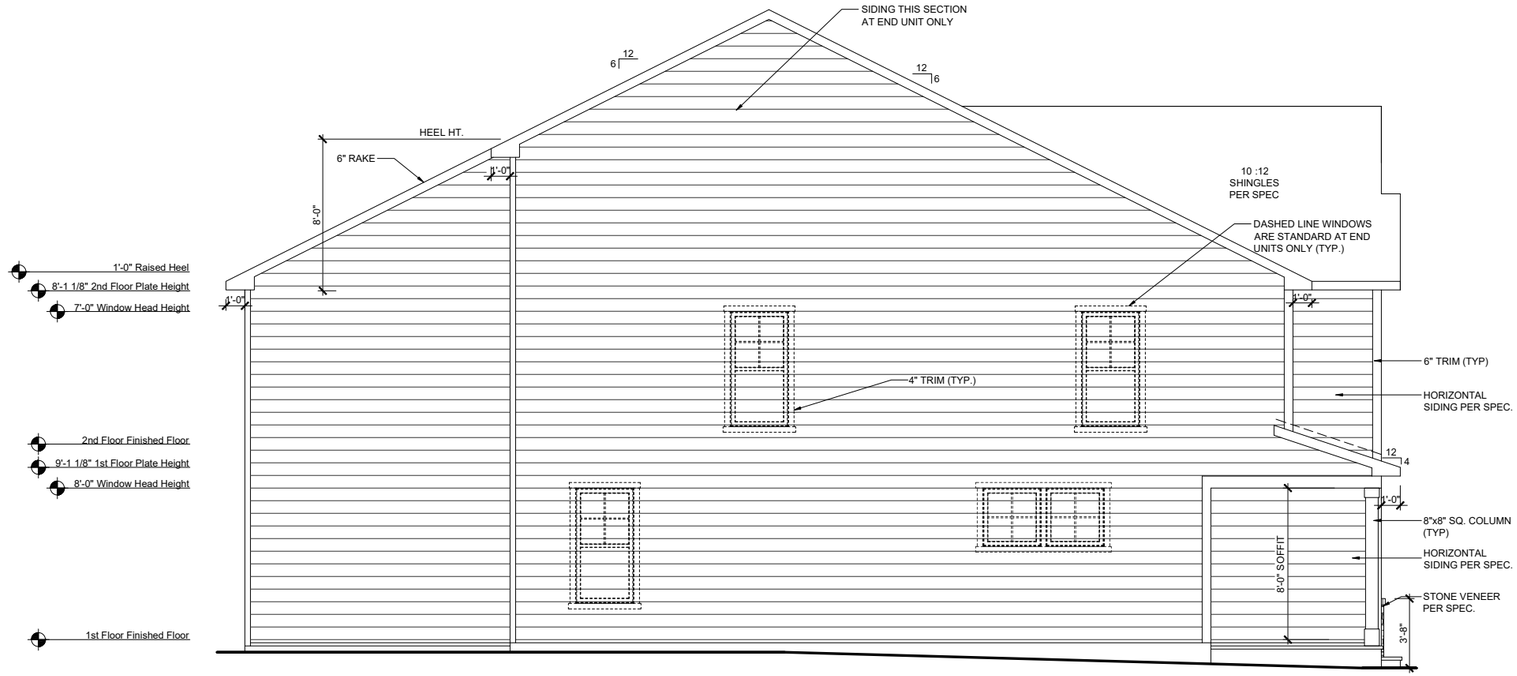
ROBERT'S CROSSING

RLH T439 2.1
Elevation Plans
Front Elevation ACL

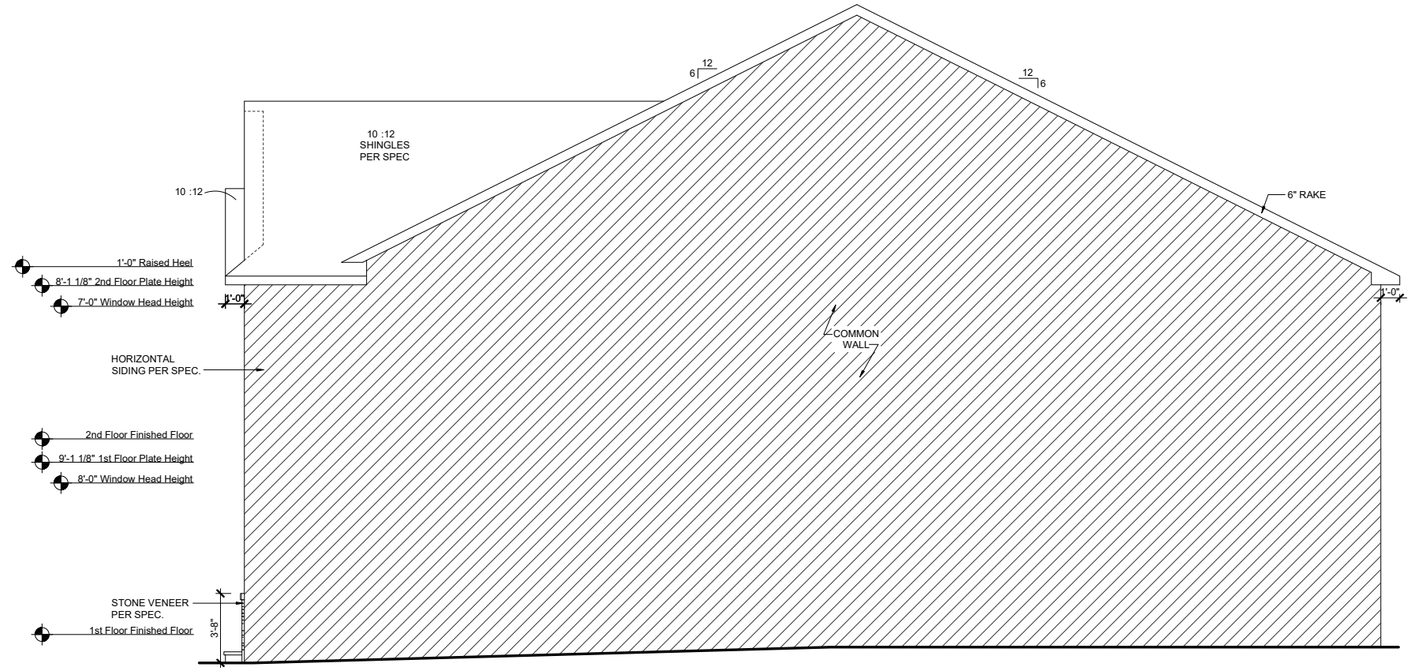
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.2

Plot Date: 2/23/2021 2:50:33 PM; By: AMD



LEFT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - ACL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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ROBERT'S CROSSING

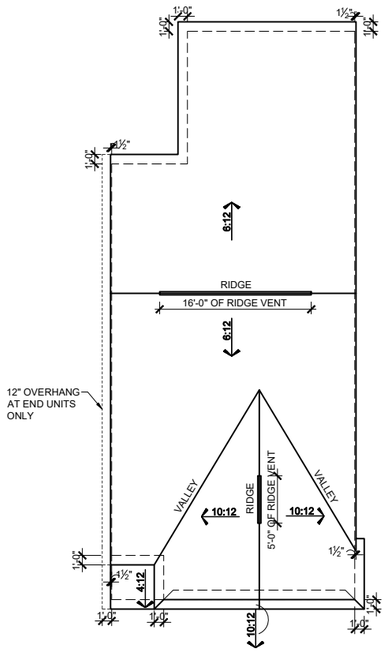
RLH T439 2.1

Elevation Plans

Side Elevations ACL

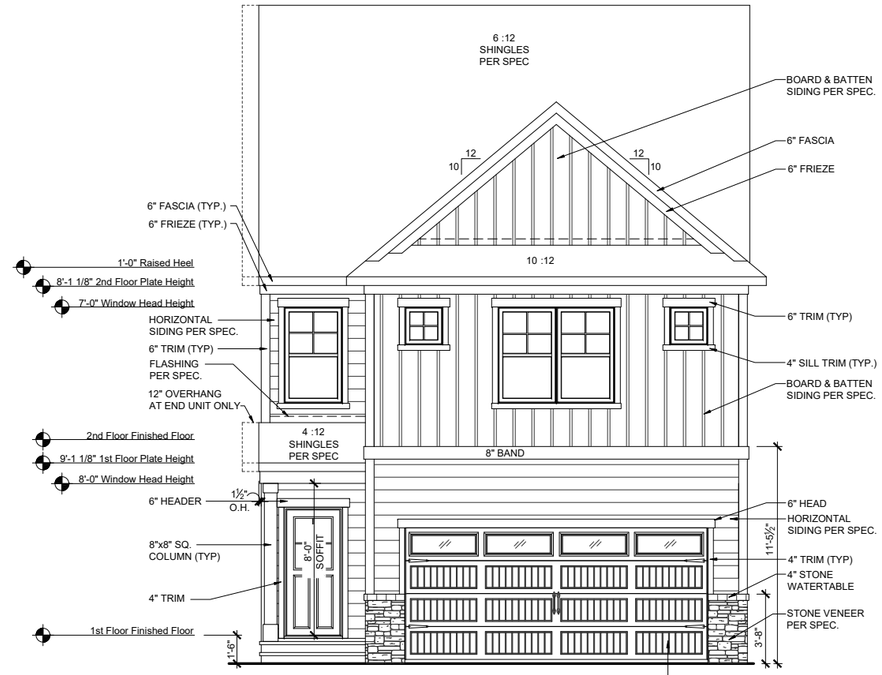
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.3

Plot Date: 2/23/2021 2:50:35 PM; By: AMD



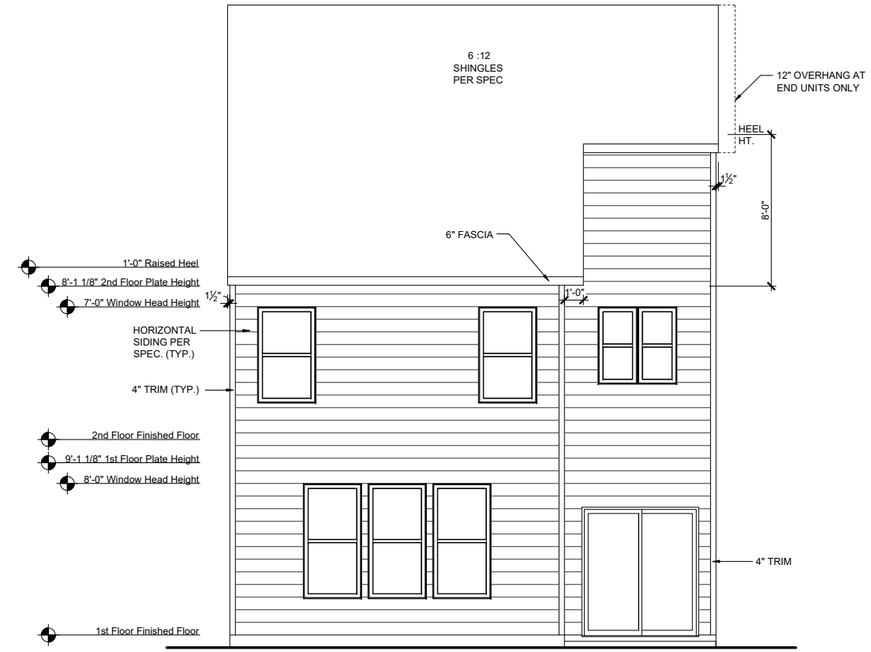
ROOF PLAN - FHL

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



FRONT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

MAIN ROOF

ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 1428 S.F.
VENTING =
1428 S.F. / 150 = 9.52 S.F. REQUIRED
1428 S.F. / 300 = 4.76 S.F. REQUIRED

Ridge Vents: 21 lin ft
Soffit Vents: 50 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

GARAGE/PORCH ROOF

ATTIC VENT CALCULATIONS

ROOF SQUARE FOOTAGE = 91 S.F.
VENTING =
91 S.F. / 150 = 0.61 S.F. REQUIRED
91 S.F. / 300 = 0.31 S.F. REQUIRED

Ridge Vents: 0 lin ft
Soffit Vents: 28 lin ft

NOTE:
1 TO 300 IS ALLOWED, PROVIDED THAT BETWEEN 60% AND 80% OF REQUIRED VENTING IS LOCATED AT LEAST 3 FEET ABOVE THE EAVE.

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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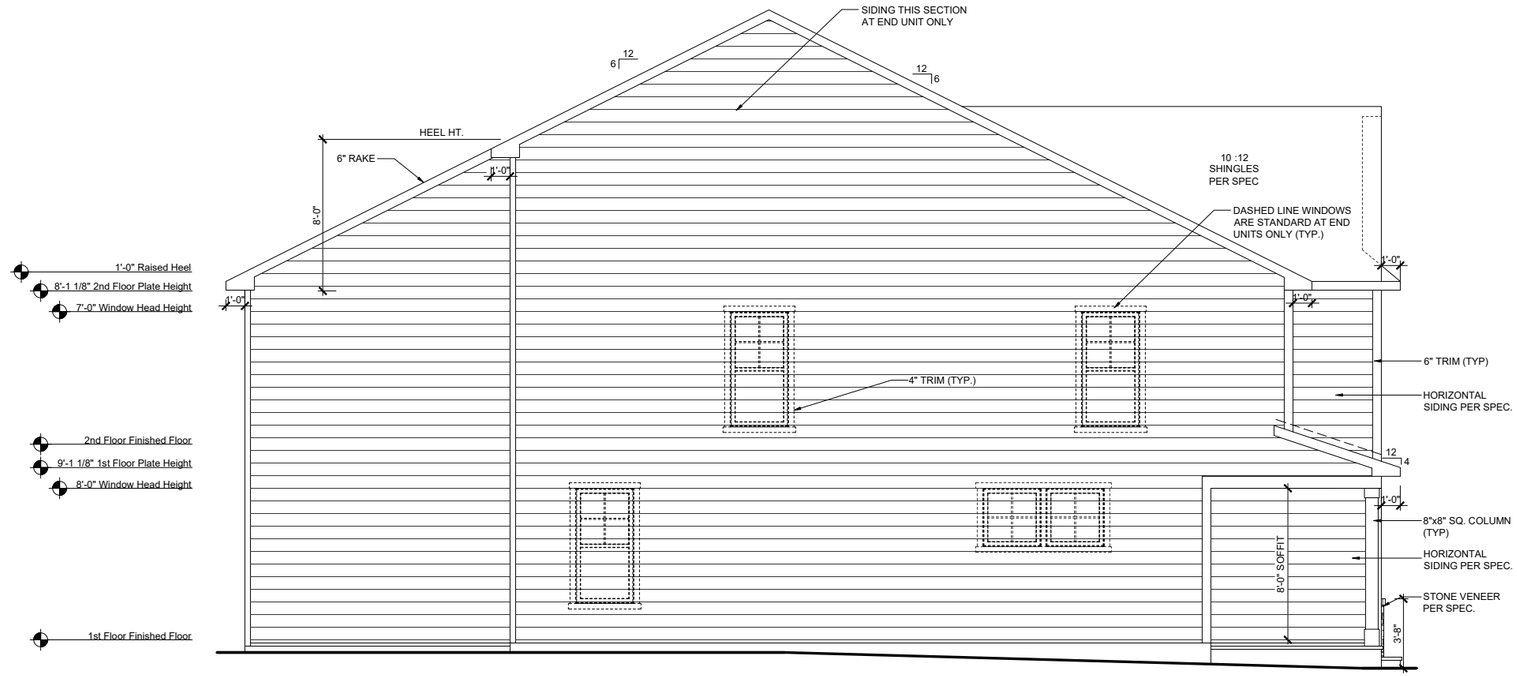
ROBERT'S CROSSING

RLH T439 2.1
Elevation Plans
Front Elevation FHL

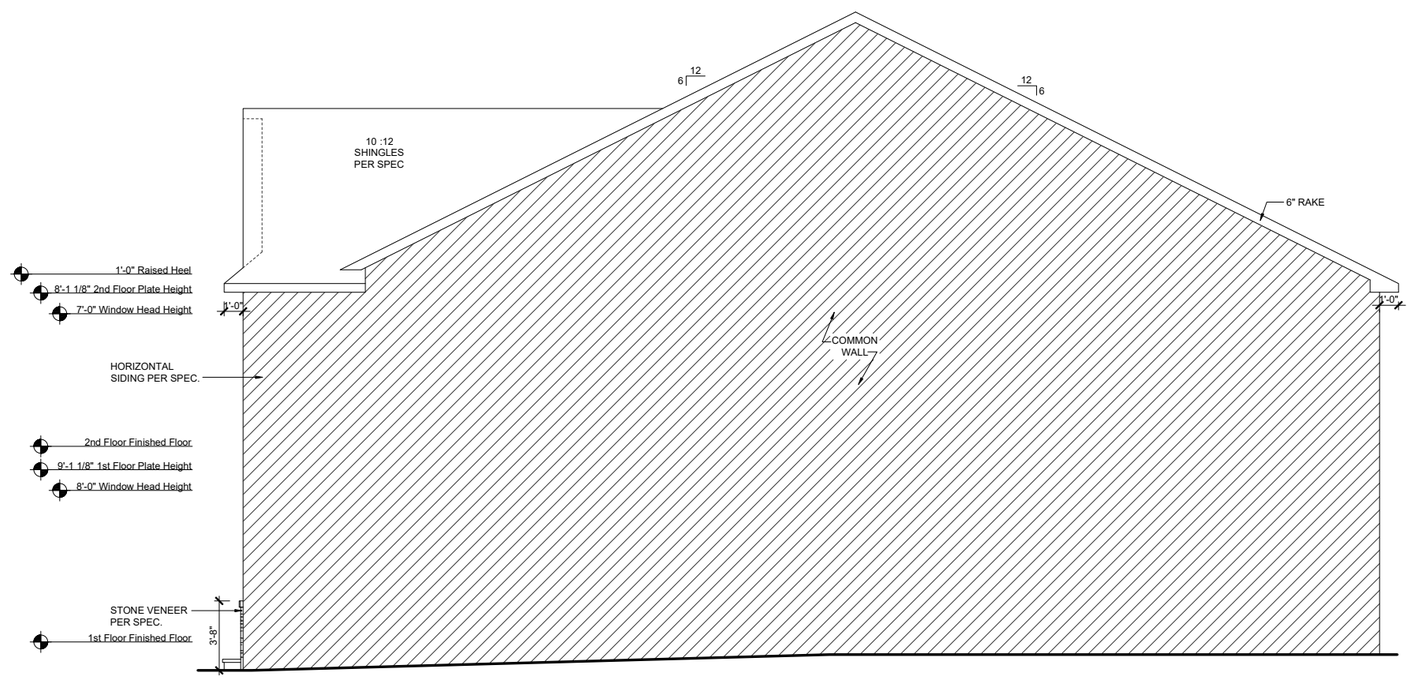
drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.4

Plot Date: 2/23/2021 2:50:40 PM; By: AMD



LEFT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



RIGHT ELEVATION - FHL

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
v1.2	04-21-2020
v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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ROBERT'S CROSSING

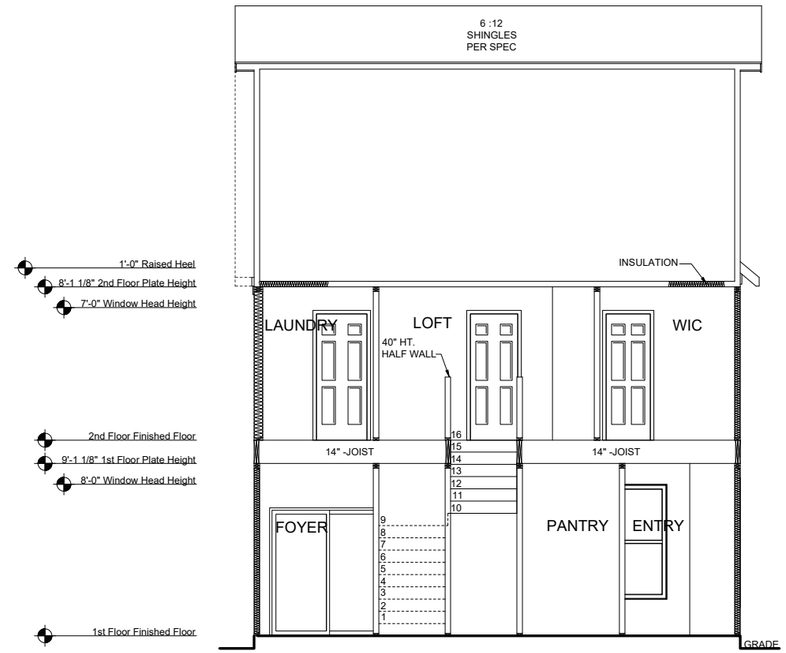
RLH T439 2.1

Elevation Plans

Side Elevations FHL

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-3.5

Plot Date: 2/23/2021 2:50:43 PM; By: AMD



SECTION 1

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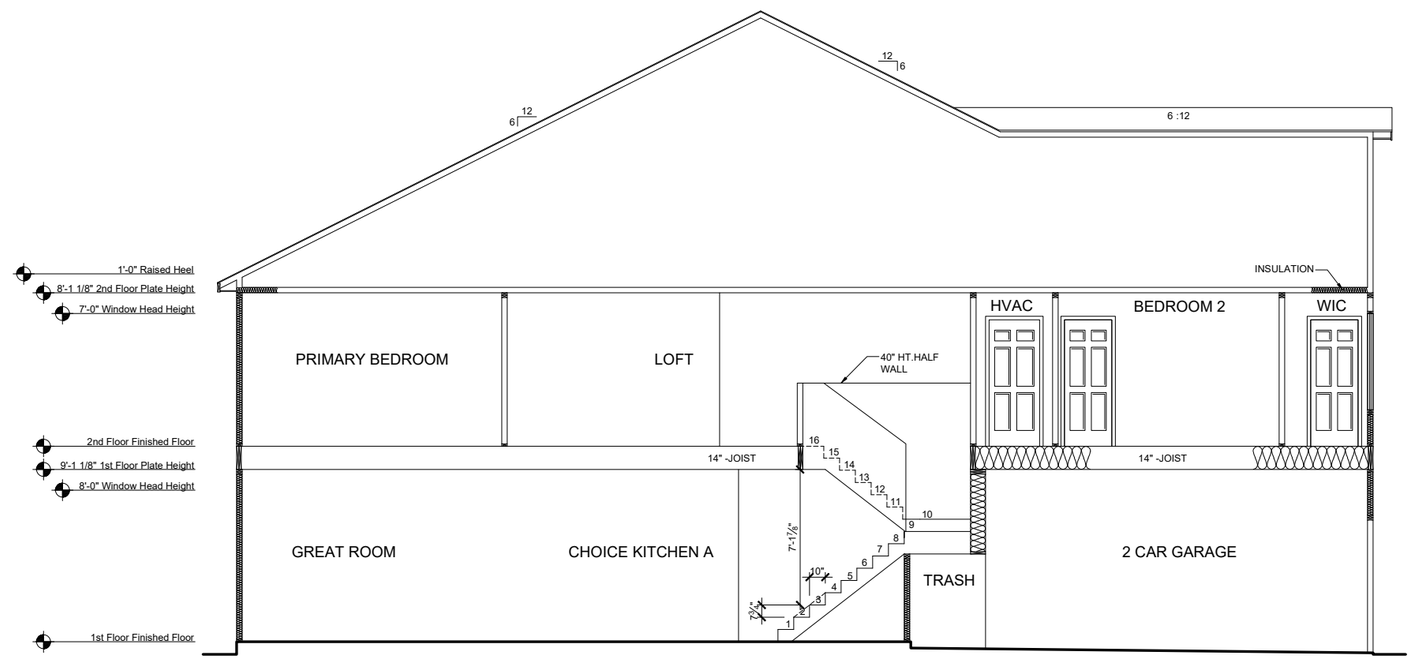

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Plot Date: 2/23/2021 2:50:45 PM; By: AMD

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v1.3	06-30-2020
v2.0	10-27-2020
v2.1	02-23-2021

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ROBERT'S CROSSING

RLH T439 2.1

Typical Sections

Sections

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number:
A-4.0

BEAZER HOMES

PARKER

RLH T477

CORPORATE CONTACTS	DIVISION CONTACTS	CONSULTANT CONTACTS
BEAZER HOMES PLANNING AND DESIGN 1000 ABERNATHY ROAD SUITE 260 ATLANTA, GA 30328 PH: 770-392-2100	**BEAZER HOMES** RALEIGH DIVISION 5400 TRINITY ROAD SUITE 313 RALEIGH, NC 27607 PH: 919-881-9350	**MULHERN & KULP ENGINEERING** CONSULTANT 20 S. MAPLE ST, STE 150 AMBLER, PA. 19002 & PH: 770-777-0074

NOTE:
AS PER SECTION R312 OF THE 2018 NCSBC IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF WINDOW SHALL BE A MINIMUM OF 24" INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW OS LOCATED.

NOTE:
ALL BEAZER HOMES HOUSES WILL COMPLY WITH ALL PERTINENT ASPECTS OF SECTION 302 & 309 OF THE 2018 NCSBC, RESIDENTIAL CODE, SPECIFICALLY:
- GARAGE SLABS WILL SLOPE FROM BACK TO FRONT
- ALL GARAGE CEILINGS WITH ATTIC ABOVE AND WALLS ADJACENT TO RESIDENCES WILL BE COVERED WITH AT LEAST 1/2" DRYWALL
- GARAGE CEILINGS WILL BE COVERED WITH 5/8" TYPE "X" GYPSUM BOARD ONLY WHEN THERE ARE HABITABLE ROOMS ABOVE GARAGE.
- DOOR BETWEEN THE RESIDENCE AND THE GARAGE WILL BE SOLID WOOD DOORS OF AT LEAST 1 3/8" THICK, SOLID OR HONEY-COMB CORED METAL CLAD DOORS OR 20 MINUTE RATED DOORS.

ABBREVIATION LEGEND

A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE FINISH FLOOR
CLG	CEILING
DH	DOUBLE HUNG
DN	DOWN
DW	DISH WASHER
F.A.U.	FORCED AIR UNIT
H.B.	HOSE BIBB
MC	MEDICINE CABINET
OPT.	OPTION
PDR	POWDER
P.E.	PER ELEVATION
R	RADIUS
R & S	ROD & SHELF
REF.	REFRIGERATOR
SH	SINGLE HUNG
SHF	SHELF
SHWR	SHOWER
STD.	STANDARD
SWL	SOFT WATER LOOP
WH	WATER HEATER

Sheet List

Sheet #	Description
CS-1.0	Cover Sheet
F-1.0	Slab Plan Elev TRL
F-1.1	Slab Plan Elev ACL
F-1.2	Slab Plan Elev FHL
F-1.3	Slab Options
A-1.0	First Floor Plan
A-1.1	First Floor Partials
A-1.2	Opt. Covered Patio
A-2.0	Second Floor Plan
A-2.1	Second Floor Partials
A-2.2	Third Floor Plan
A-3.0	Front Elevation TRL
A-3.1	Side Elevations TRL
A-3.2	Front Elevation ACL
A-3.3	Side Elevations ACL
A-3.4	Front Elevation FHL
A-3.5	Side Elevations FHL
A-4.0	Typical Section
E-1.0	1st Floor Electrical Plan
E-2.0	2nd Floor Electrical Plan
E-3.0	3rd Floor Electrical Plan

REV.	DATE
1.0	10.30.2020
1.1	02.23.2021

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ROBERT'S CROSSING

RLH T477 1.1

Cover Sheets

Cover Sheet

drawn by: XSI

checked by: BZH

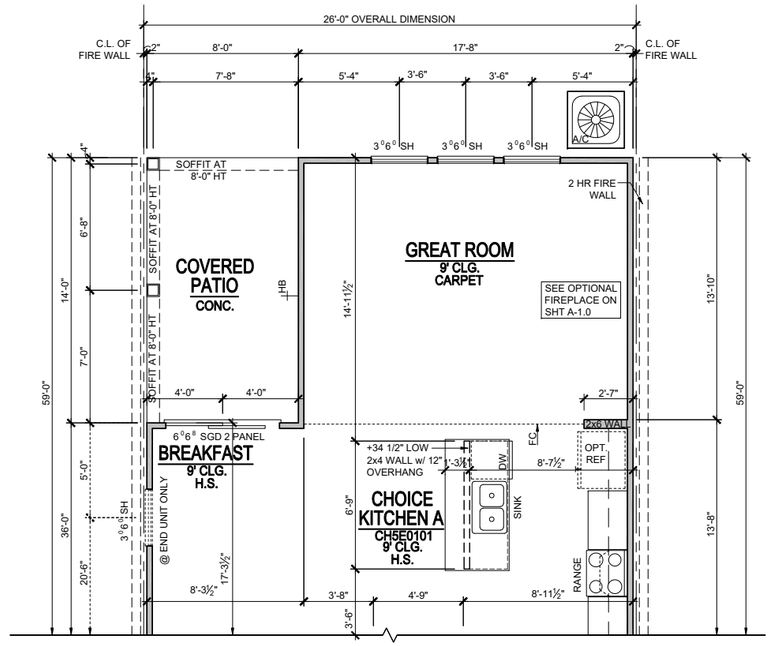
date: 09/20/19

sheet number: CS-1.0

Plot Date: 2/23/2021 4:56:17 PM; By: AMD

Square Footage Options	
Area	**Square Footage**
Opt. Covered Patio	112 SF
Opt. Bath 3/W.I.C./Finished Storage	125 SF

NOTE:
U 305 1 HOUR FIREWALL AT UNIT OFFSETS
U373 2 HOUR FIREWALL AS DESIGNATED



Optional Covered Patio

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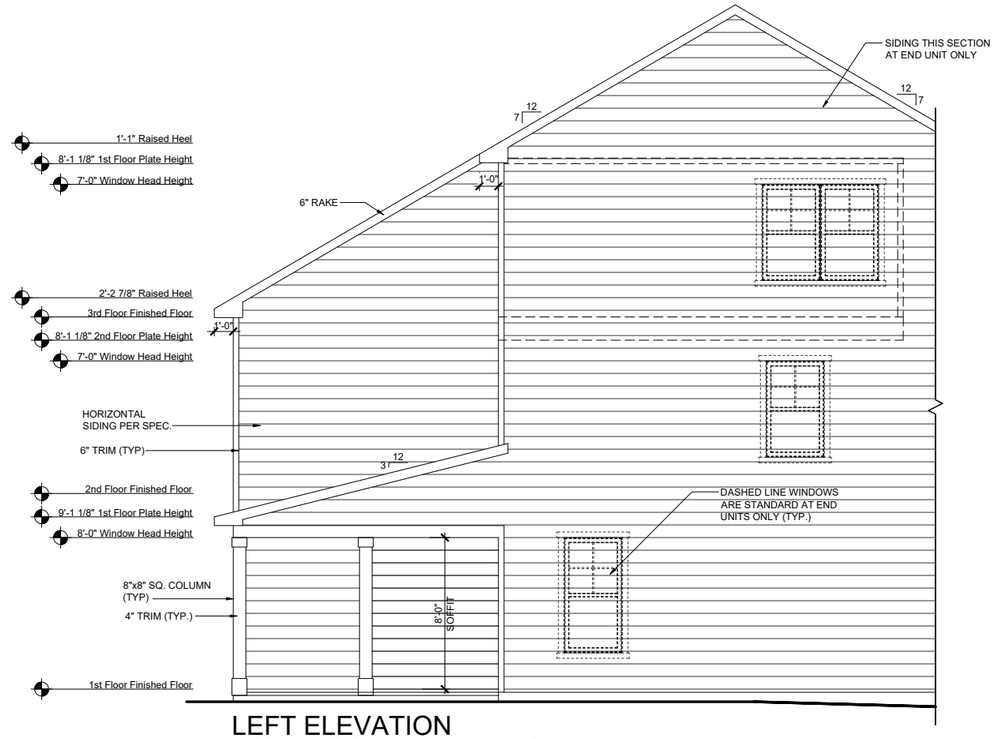
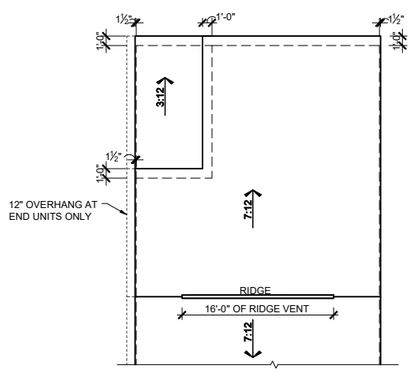
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



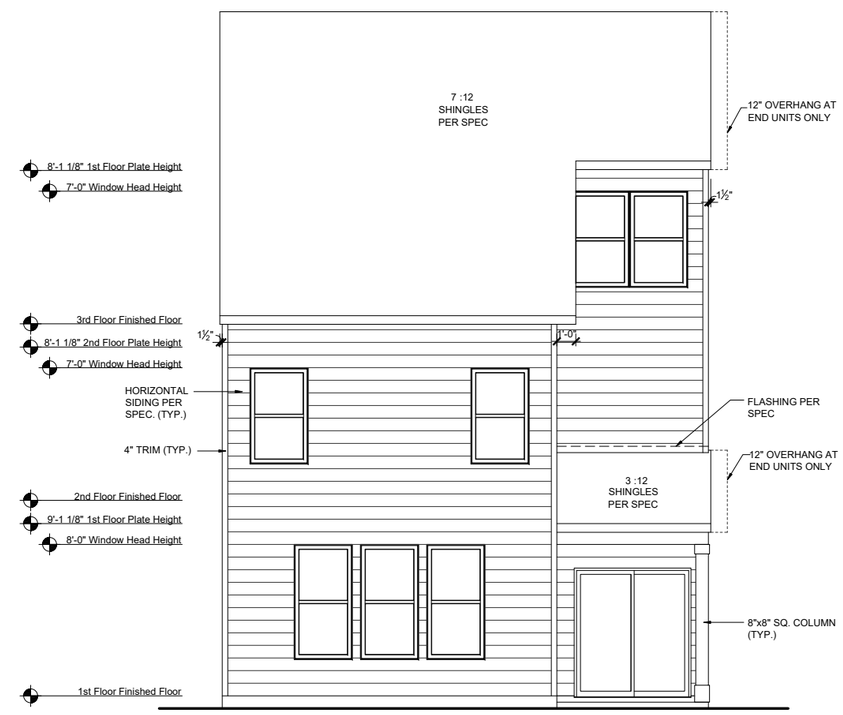
LEFT ELEVATION w/OPT. COVERED PATIO

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



ROOF PLAN w/OPT. COVERED PATIO

SCALE: 1/16"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/8"=1'-0" (24"x36" SHEET SIZE)



REAR ELEVATION w/OPT. COVERED PATIO

SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

REV.	DATE
1.0	10.30.2020
1.1	02.23.2021

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RLH T477 1.1

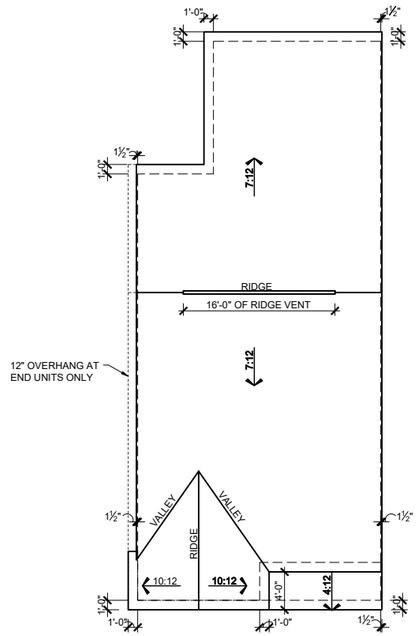
Structural Options

Opt. Covered Patio

ROBERT'S CROSSING

drawn by: XSI
checked by: BZH
date: 09/20/19
sheet number: A-1.2

Plot Date: 2/23/2021 4:57:10 PM; By: AMD



ROOF PLAN - TRL

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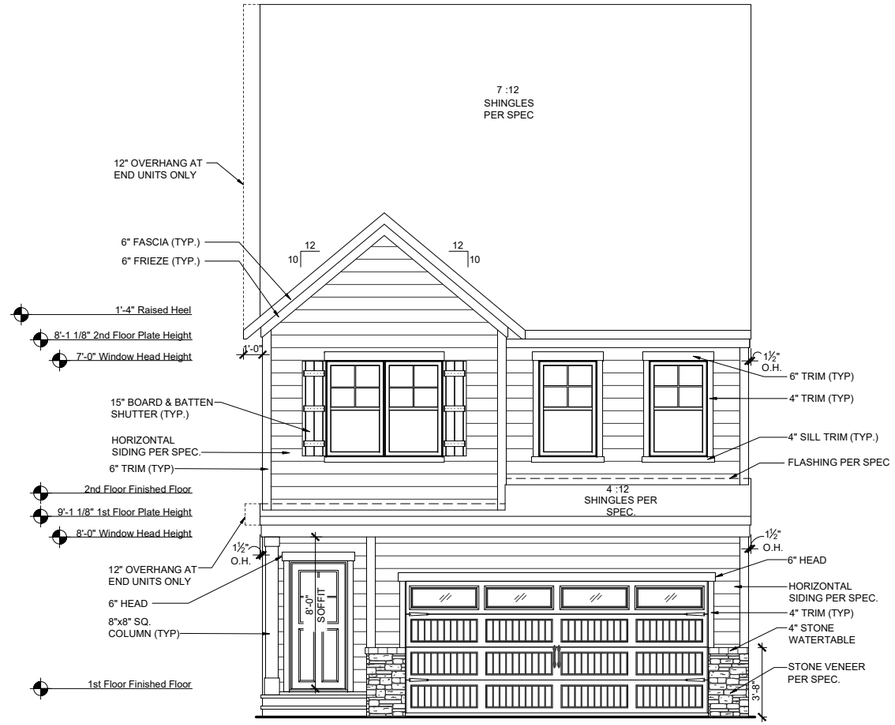

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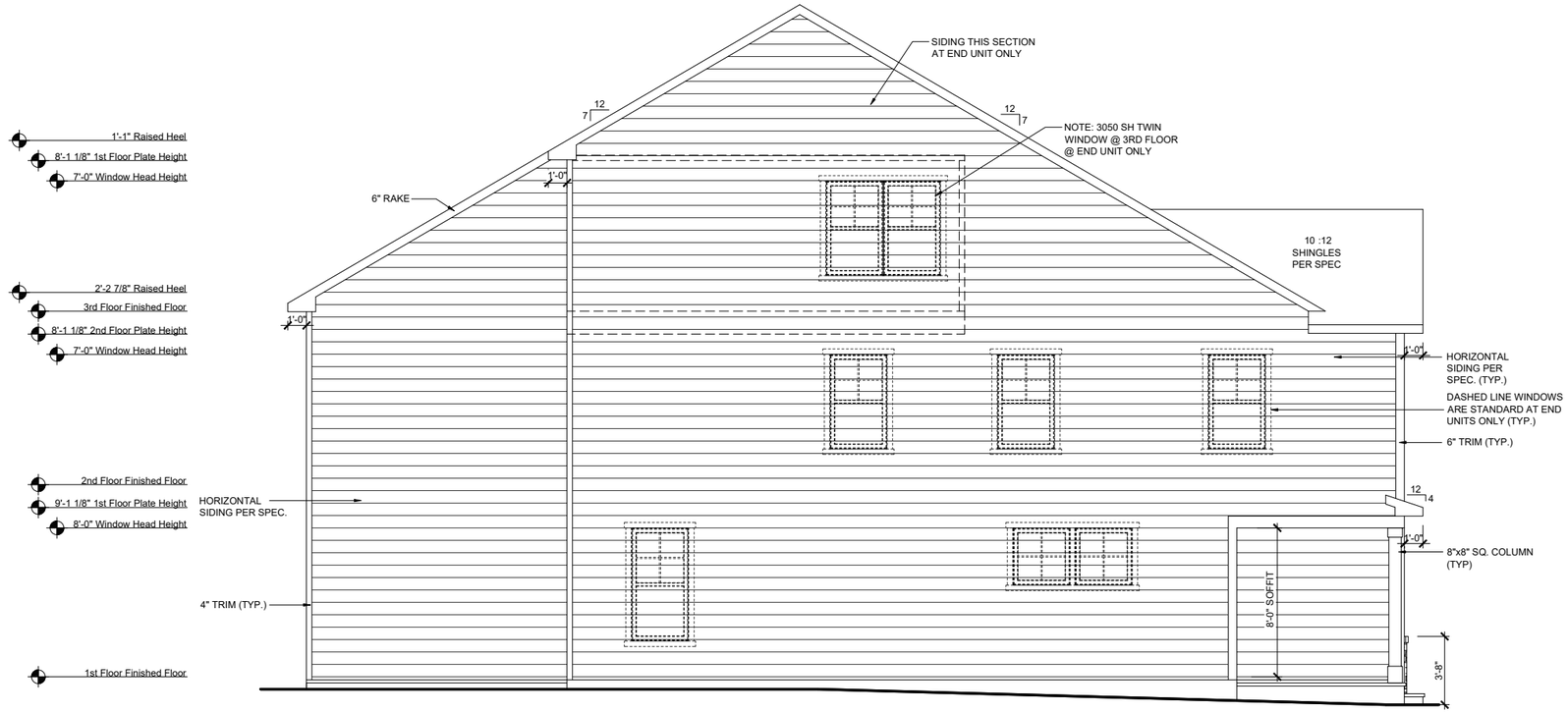

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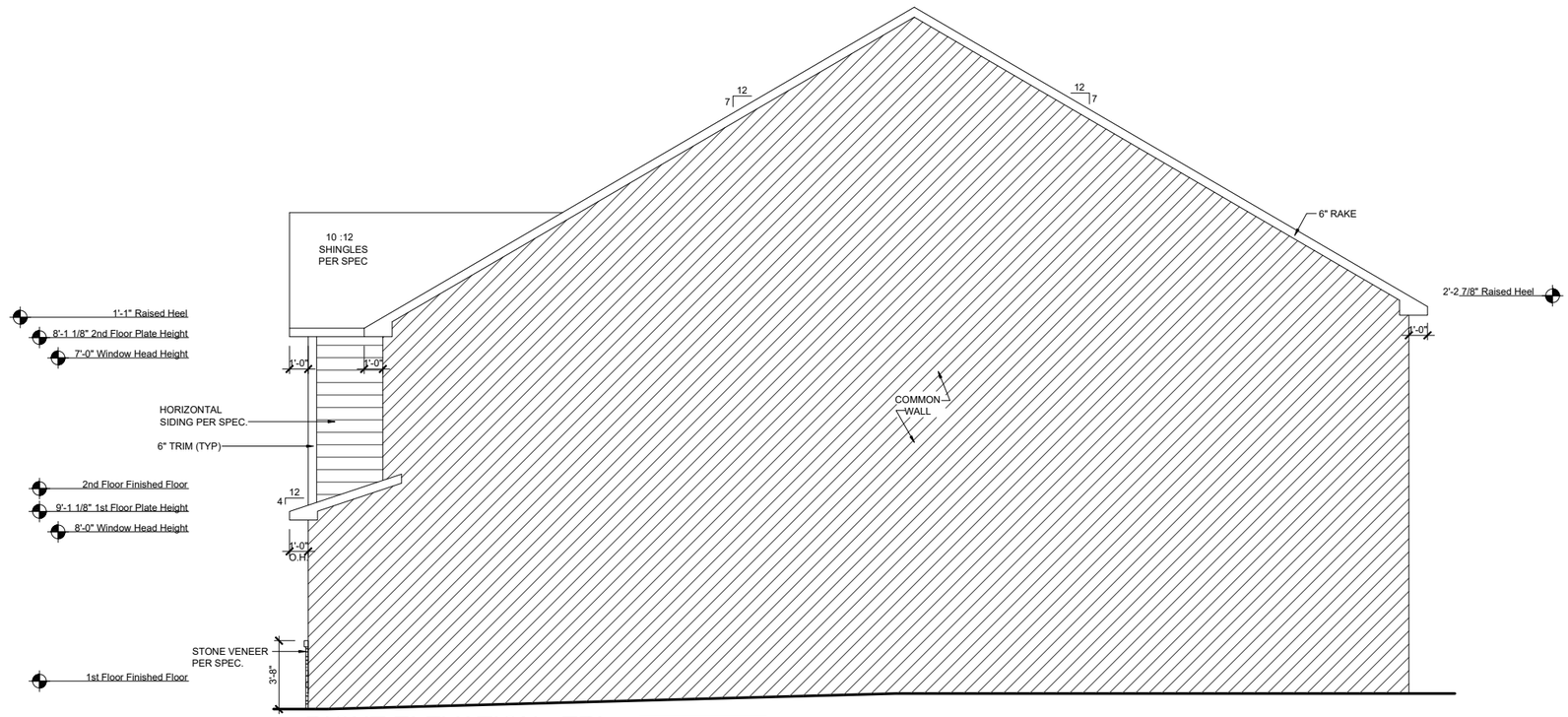

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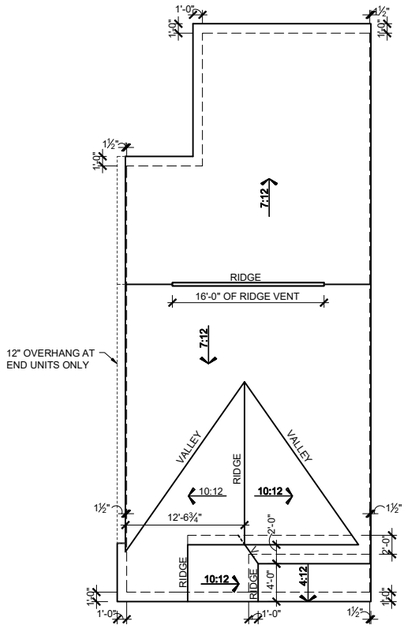

ROOF PLAN - ACL

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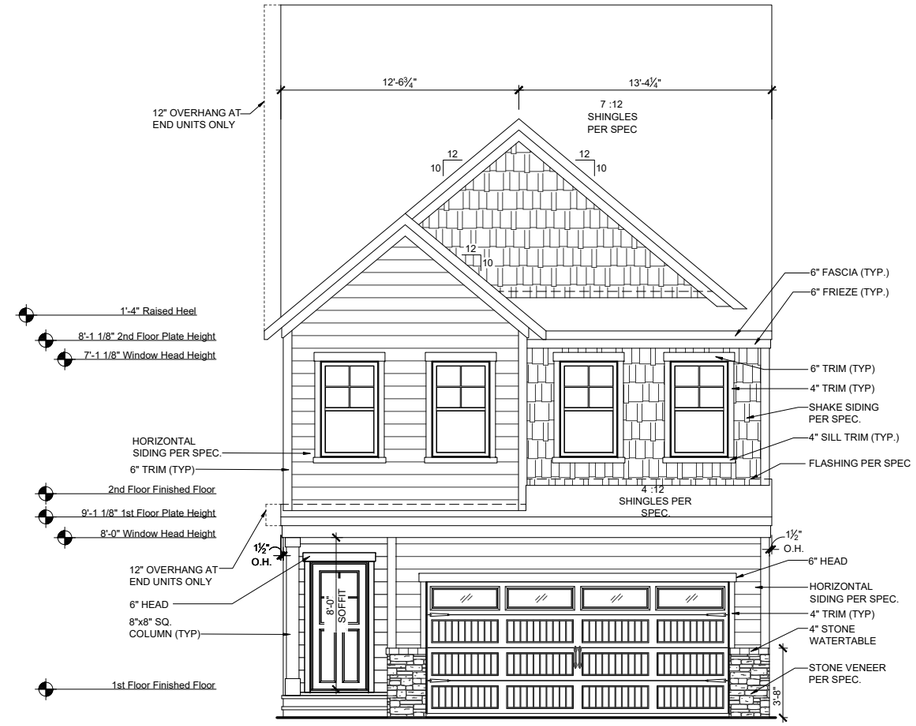

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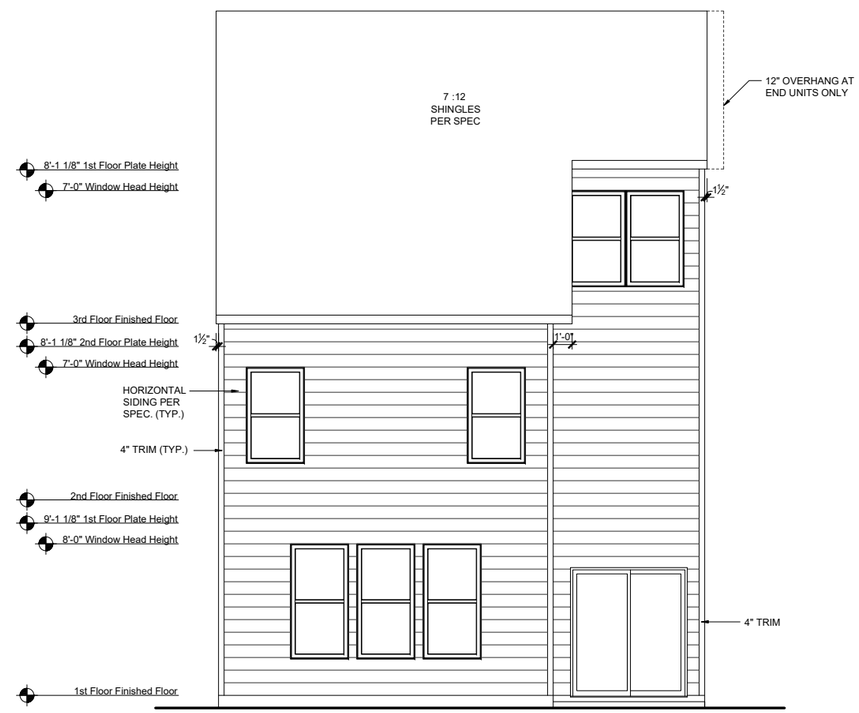

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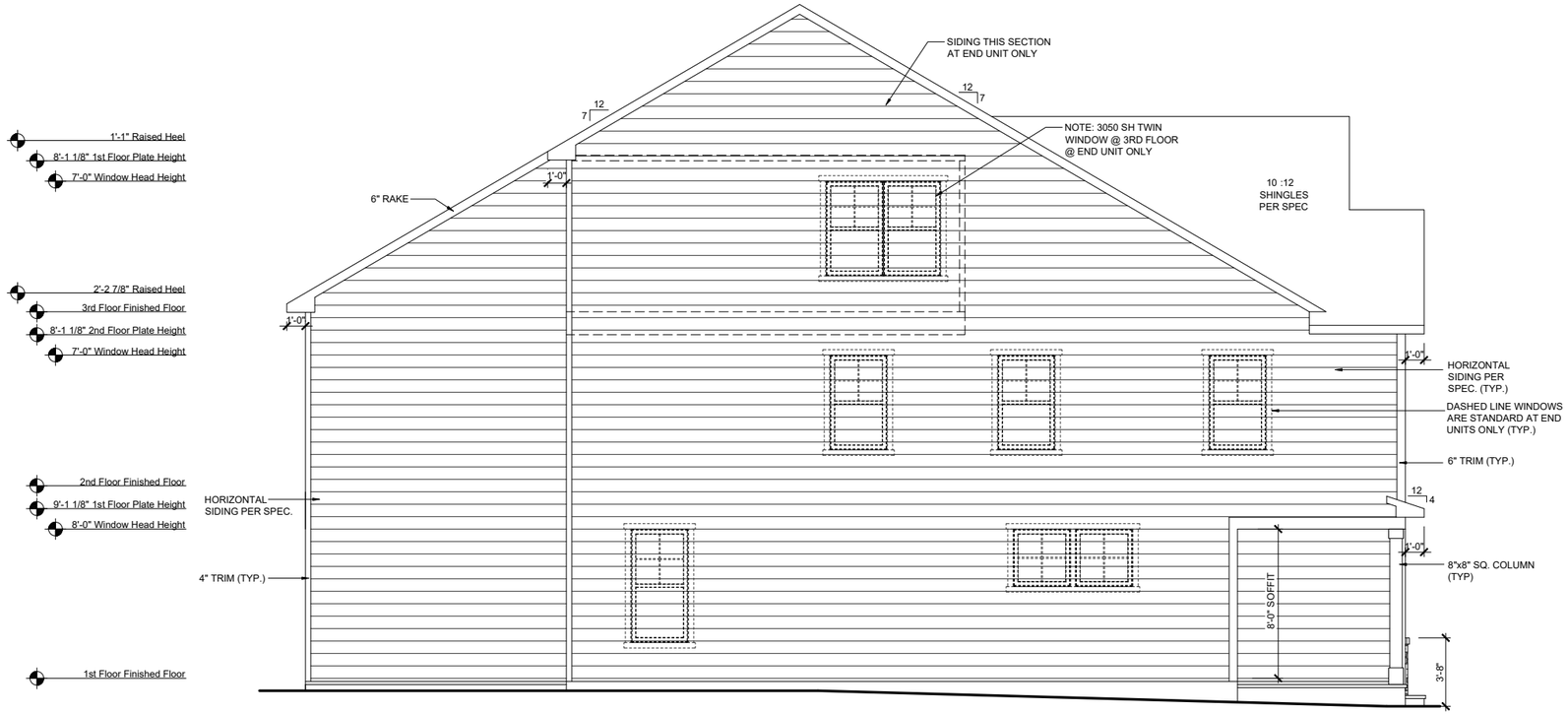

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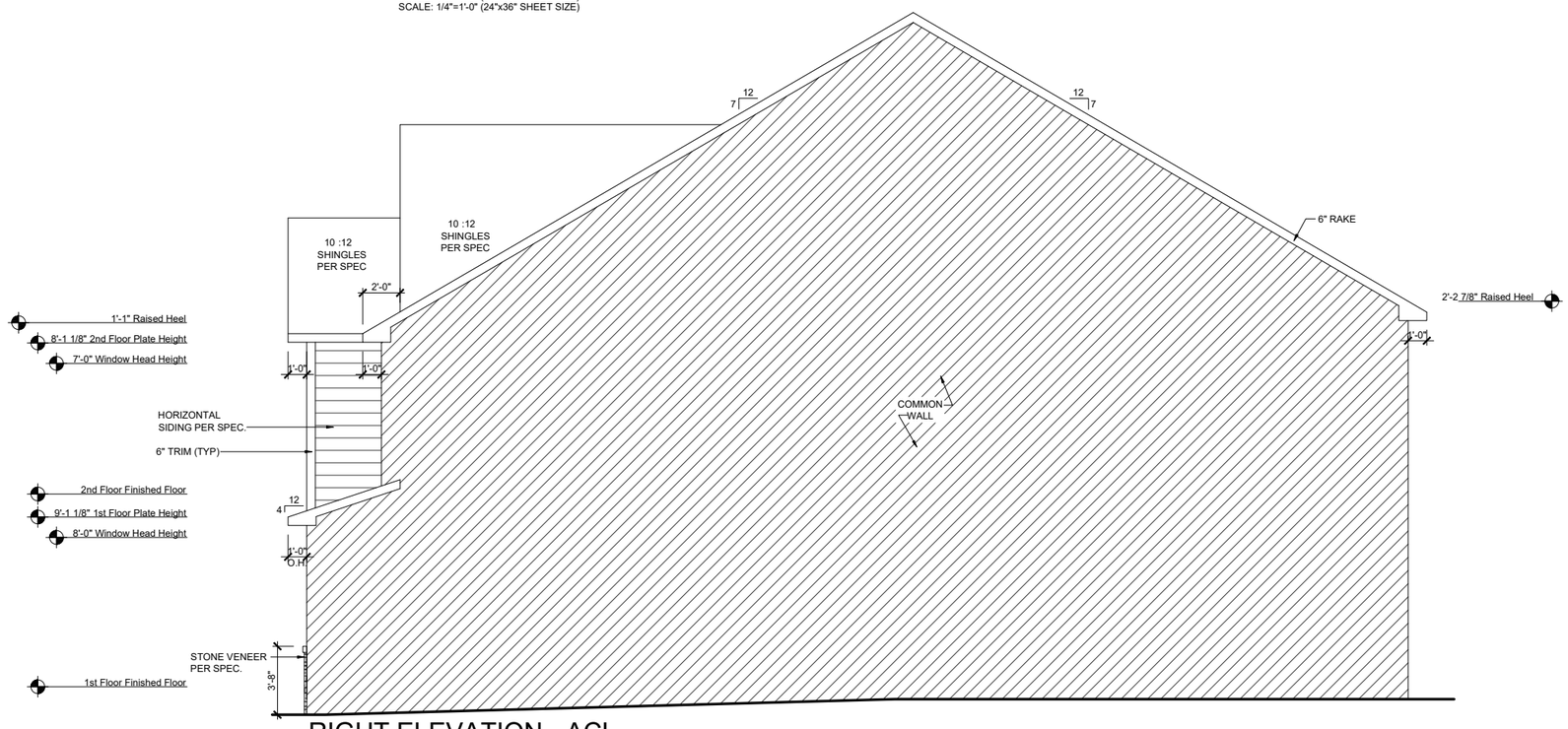

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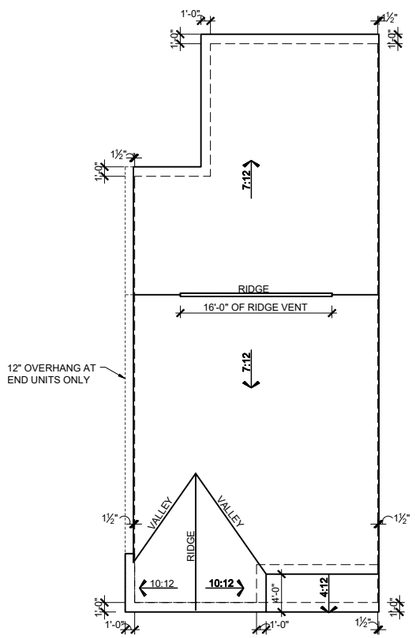

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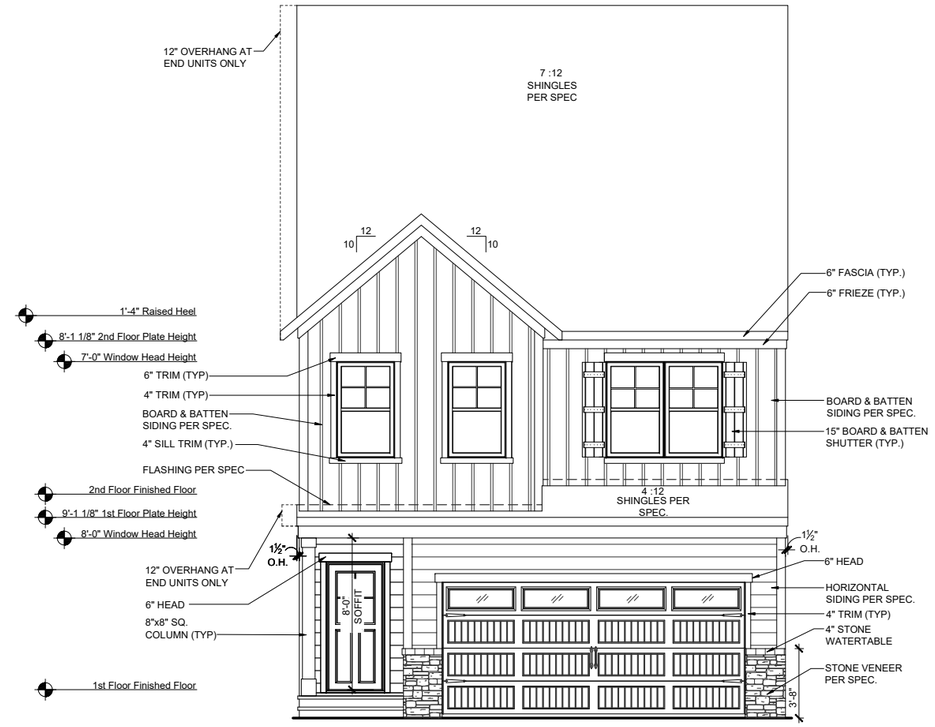

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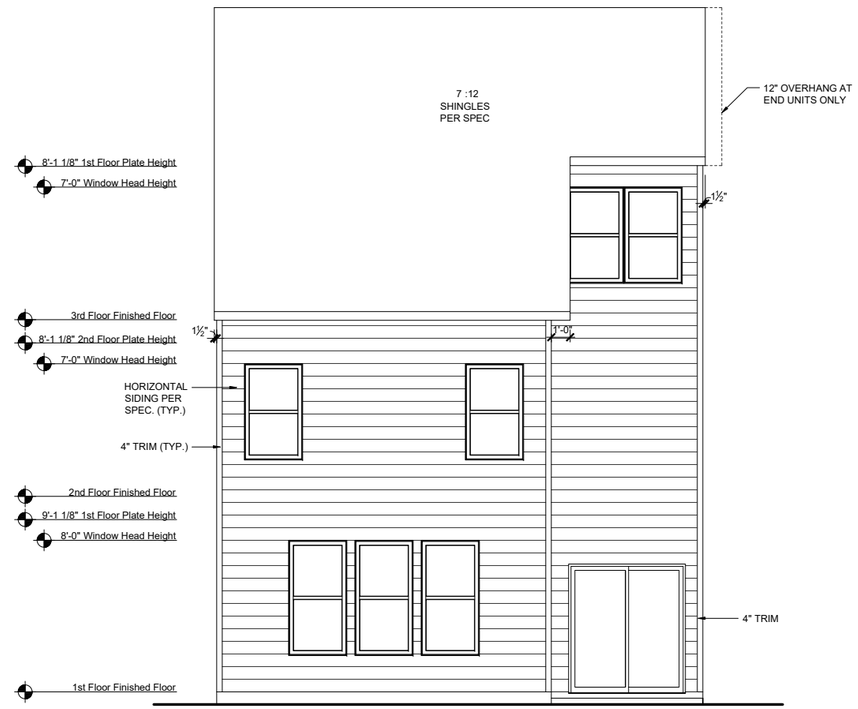

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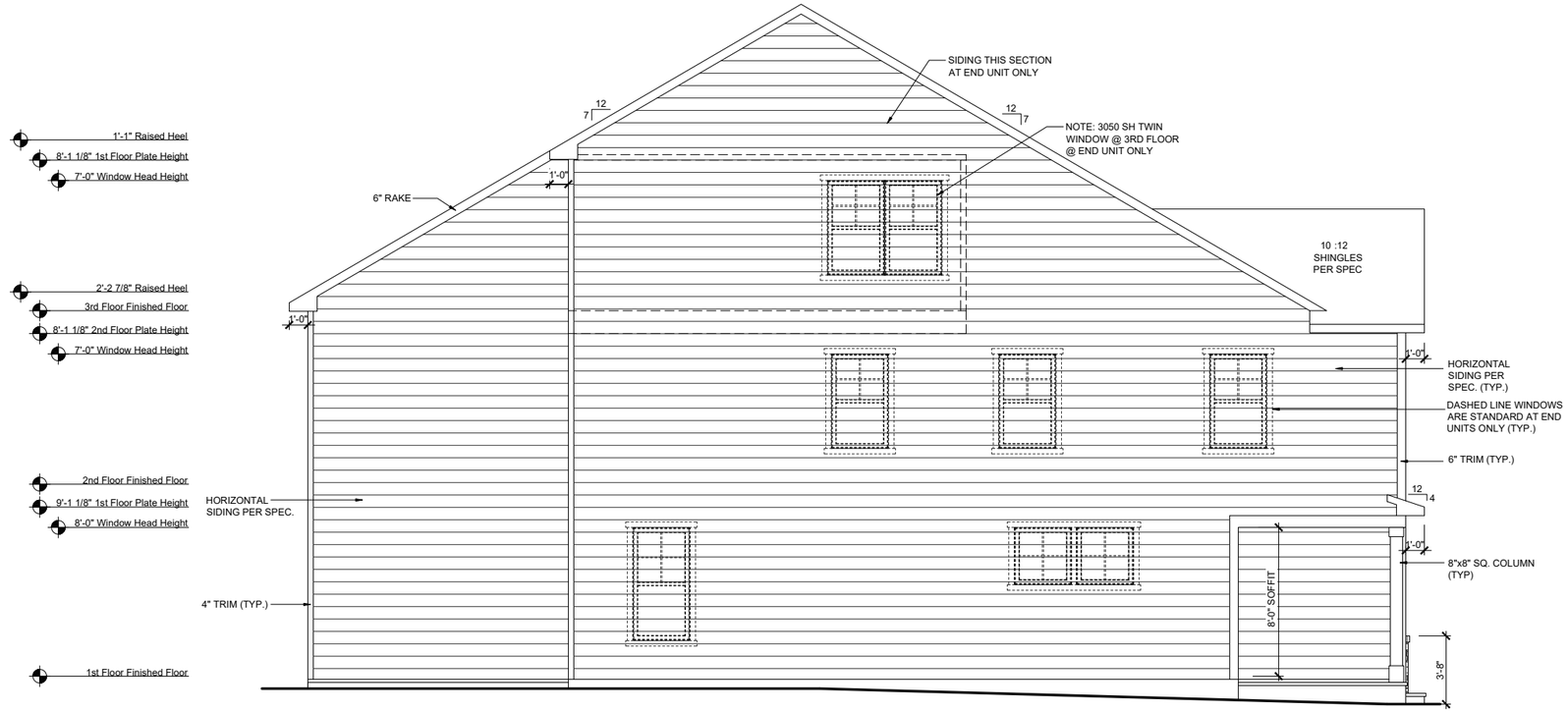

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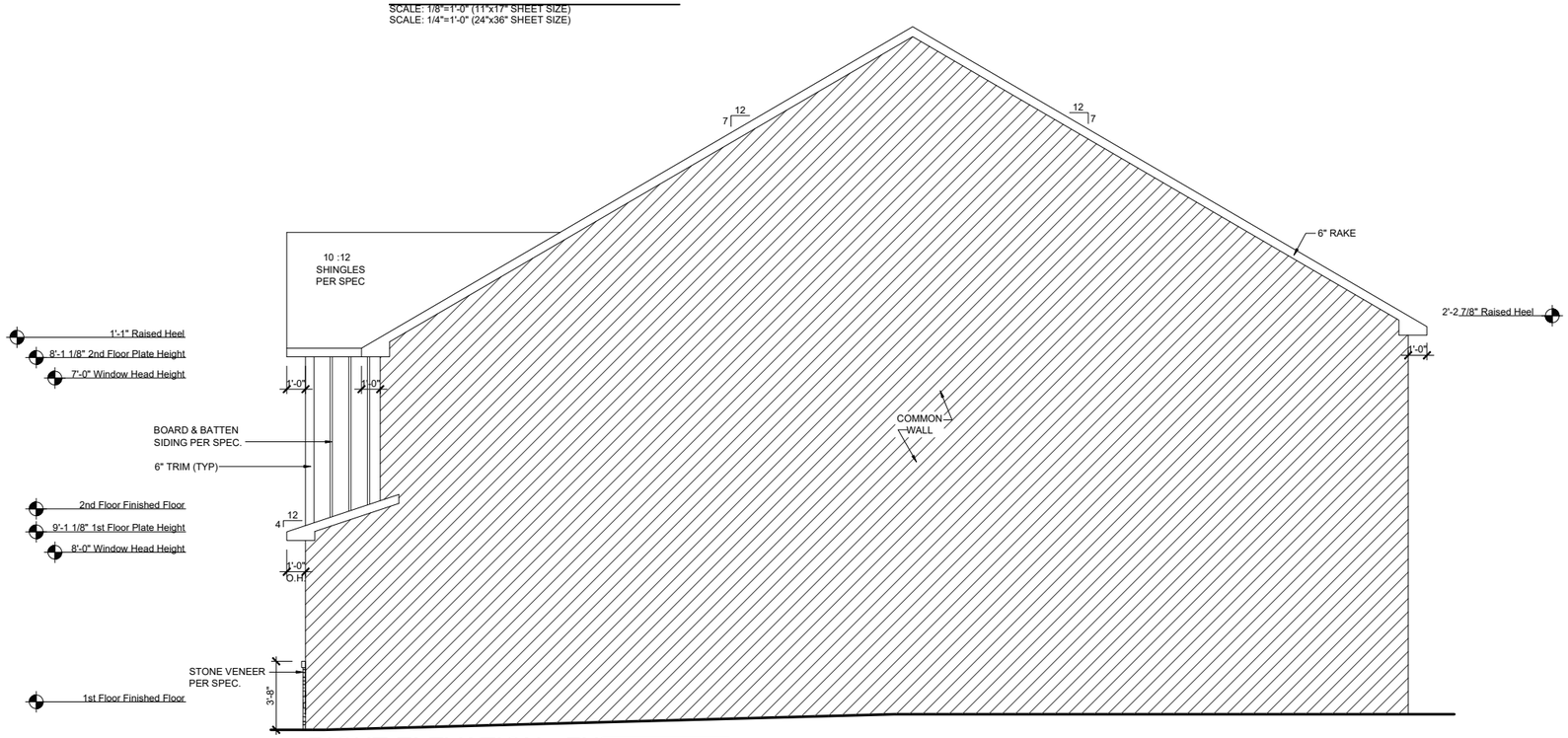

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Moving forward.

Evans Road Assembly

Traffic Impact Analysis

Apex, NC

RKA

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Transportation
Consulting
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TRAFFIC IMPACT ANALYSIS

FOR

EVANS ROAD ASSEMBLY

LOCATED

IN

APEX, NC

Prepared For:
Beazer Homes – Raleigh Division
5400 Trinity Road, Suite 313
Raleigh, NC 27607

Prepared By:
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5808 Faringdon Place, Suite 100
Raleigh, NC 27609
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APRIL 2021

RKA Project No. 21058

Prepared By: DT

Reviewed By: NB

TRAFFIC IMPACT ANALYSIS
EVANS ROAD ASSEMBLY
APEX, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Evans Road Assembly development in accordance with the Apex (Town) Unified Development Ordinance (UDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located north of Humie Olive Road, east of Evans Road in Apex, North Carolina. It should be noted that the proposed development was previously referred to as Humie Olive Assemblage. The proposed development is expected to consist of 50 townhomes and 65 single-family homes and is estimated to be built out in 2025. Site access is proposed via one (1) right-in/right-out driveway along Humie Olive Road and one (1) full-movement driveway along Evans Road. Site access is also proposed via internal connections to the existing development to the north. As part of this proposed development, the existing NCDOT maintained Walden Road / associated right-of-way is proposed to be abandoned.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2025 No-Build Traffic Conditions
- 2025 Build Traffic Conditions

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following intersections:

- Humie Olive Road and Evans Road
- Evans Road and Madison Creek Drive/Site Drive 1
- Humie Olive Road and Site Drive 2

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in March 2021 by RKA during typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

- Humie Olive Road and Evans Road
- Evans Road and Madison Creek Drive

Peak hour turning movement counts from RKA were utilized at the intersection of Humie Olive Road and Evans Road from September 2019. These counts were grown to 2021 using a 2% growth rate to determine 2021 existing volumes. The projected counts were compared to newly collected count data at the same intersection. The comparison of this count data was used to develop a rate between available count data and new count data collected during COVID-19 conditions. The rates determined were applied to the new count data collected at the intersection of Evans Road and Madison Creek Drive to determine 2021 existing traffic volumes. A growth rate of 126% was applied to the new count data collected during the weekday AM peak hour and 17% was applied to new count data collected during the weekday PM peak hour to account for the reduction in traffic associated with the COVID-19 pandemic. Due to the decrease in school traffic associated with the COVID-19 pandemic, new counts collected during the weekday AM peak hour had a higher growth rate applied than typically seen throughout the region due to the close proximity of the site / study intersections to multiple public schools which are currently operating under a reduced capacity with a hybrid in person and virtual operation. Weekday AM and PM traffic volumes were balanced between study intersections, where appropriate.

3. Site Trip Generation

The proposed development is assumed to consist of 65 single family homes and 50 townhomes. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Table E-1, on the next page, provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	65 units	700	13	38	42	25
Multifamily Housing (Low-Rise) (220)	50 units	340	6	19	20	12
Total Trips		**1,040**	**19**	**57**	**62**	**37**

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate 2025 projected weekday AM and PM peak hour traffic volumes. The following adjacent developments were identified to be considered under future conditions:

- Heelan Property
- Jordan Manors
- Jordan Pointe
- Woodbury
- Friendship Station PUD
- New Hill Assembly
- Olive Ridge

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2021 existing, 2025 no-build, and 2025 build conditions. Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

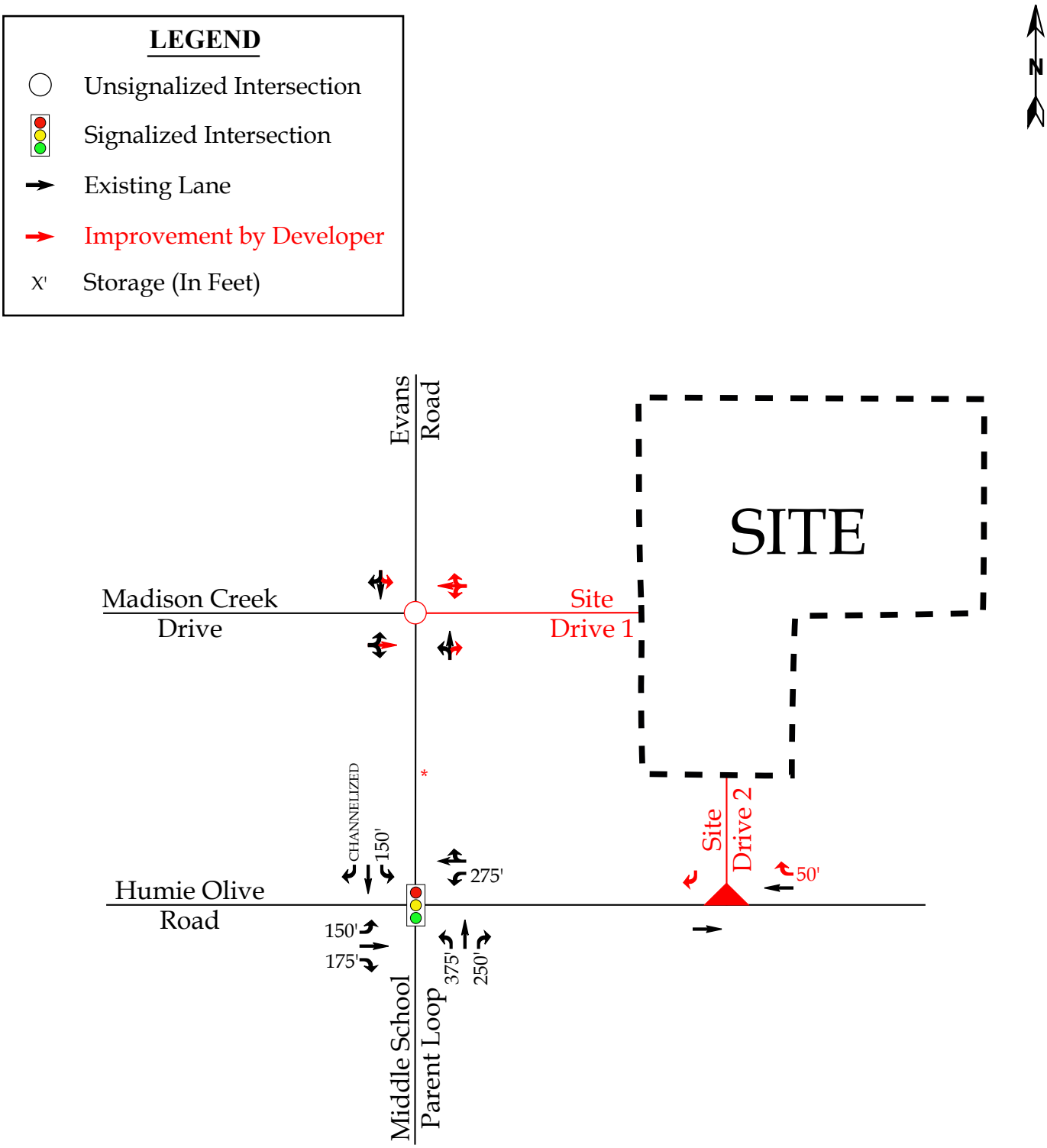
Recommended Improvements by Developer

Evans Road and Madison Creek Drive/Site Drive 1

- Construct westbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control for the westbound approach.

Humie Olive Road and Site Drive 2

- Construct southbound approach striped as a right-in/right-out intersection with one (1) ingress lane and one (1) egress lane.
- Provide stop-control for the southbound approach.
- Provide an exclusive westbound right-turn lane along Humie Olive Road with a minimum of 50 feet of storage and appropriate deceleration and taper length.



*Note: After completion of the TIA, the developer will make a request for ROW abandonment to obtain ownership of Walden Road, which is currently a NCDOT maintained roadway located along Evans Road.

Moving forward. RKA RAMEY KEMP ASSOCIATES	Evans Road Assembly Apex, NC	Recommended Lane Configurations Scale: Not to Scale | Figure E-1

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Appendix B: Traffic Counts
Appendix C: Signal Plans
Appendix D: Adjacent Development Information
Appendix E: Capacity Calculations – Humie Olive Road and Evans Road/Middle School Parent Loop
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Appendix G: Capacity Calculations – Humie Olive Road and Site Drive 2
Appendix H: SimTraffic Queuing Reports

TRAFFIC IMPACT ANALYSIS
EVANS ROAD ASSEMBLY
APEX, NORTH CAROLINA

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed Evans Road Assembly development to be located north of Humie Olive Road, east of Evans Road in Apex, North Carolina. It should be noted that the proposed development was previously referred to as Humie Olive Assemblage. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2025, is assumed to consist of the following uses:

- 50 townhomes
- 65 single-family homes

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2025 No-Build Traffic Conditions
- 2025 Build Traffic Conditions

1.1. Site Location and Study Area

The development is proposed to be located north of Humie Olive Road, east of Evans Road in Apex, North Carolina. Refer to Figure 1 for the site location map.

The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT) and the Town of Apex (Town) and consists of the following intersections:

- Humie Olive Road and Evans Road

- Evans Road and Madison Creek Drive/Site Drive 1
- Humie Olive Road and Site Drive 2

Refer to Appendix A for the approved scoping documentation.

1.2. Proposed Land Use and Site Access

The site is expected to be located north of Humie Olive Road, east of Evans Road. The proposed development, anticipated to be completed in 2025, is assumed to consist of the following uses:

- 50 townhomes
- 65 single-family homes

Site access is proposed via one (1) right-in/right-out driveway along Humie Olive Road and one (1) full-movement driveway along Evans Road. Site access is also proposed via internal connections to the existing development to the north. As part of this proposed development, the existing NCDOT maintained Walden Road / associated right-of-way is proposed to be abandoned. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of undeveloped land and residential development. There is a middle school and high school campus located south of Humie Olive Road.

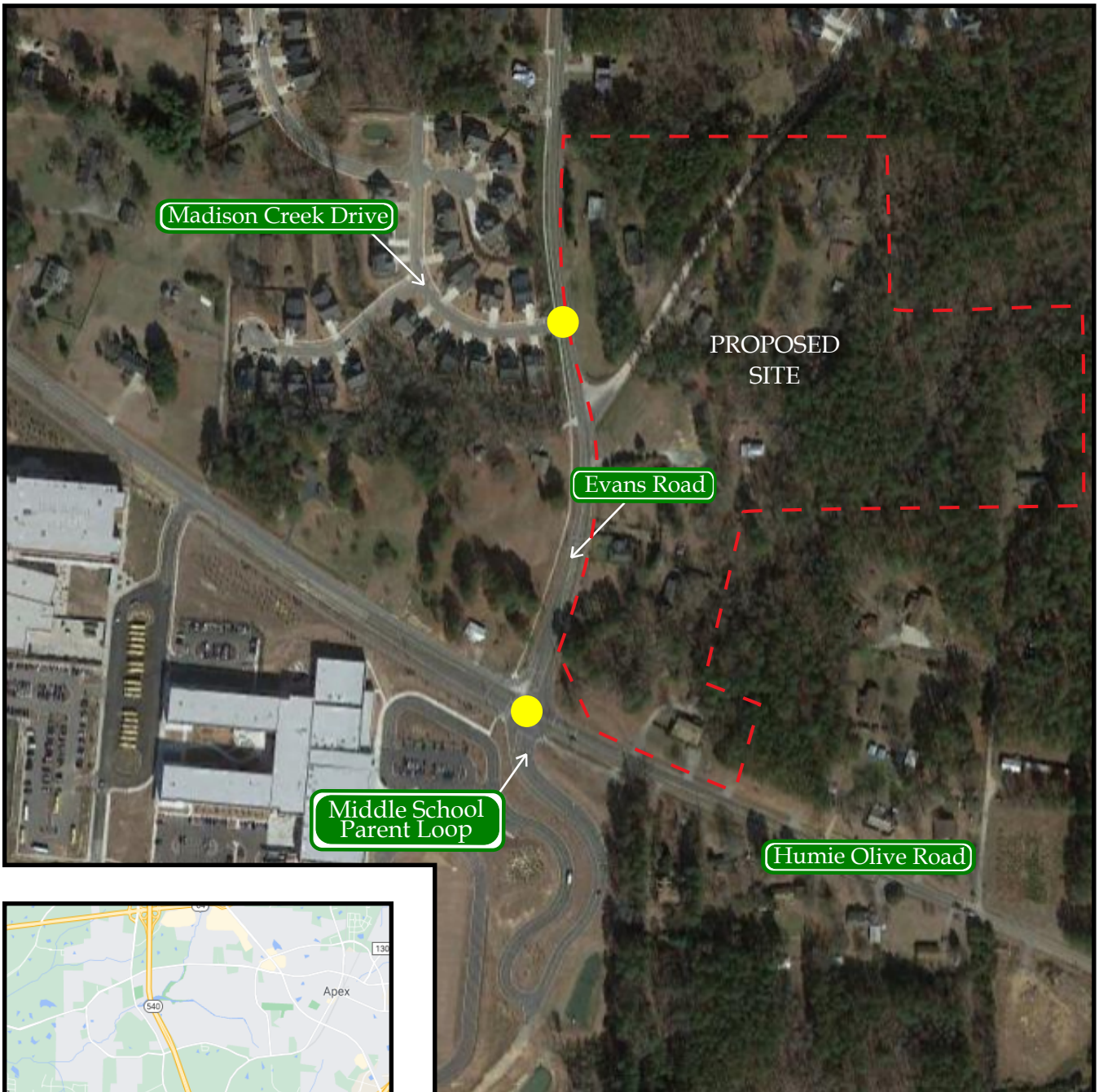
1.4. Existing Roadways

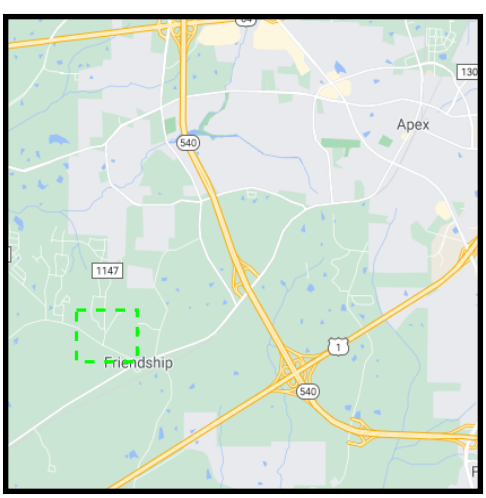
Existing lane configurations (number of traffic lanes on each intersection approach), lane widths, storage capacities, and other intersection and roadway information within the study area are shown in Figure 3. Table 1, on the next page, provides a summary of this information, as well.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	Maintained By	2019 AADT (vpd)
Humie Olive Road	SR 1142	2-lane undivided	45 mph	NCDOT	6,560*
Evans Road	SR 1147	2-lane undivided	35 mph	NCDOT	3,790*
Madison Creek Drive	N/A	2-lane undivided	25 mph	Local	380*

*ADT based on the traffic counts from 2021 and assuming the weekday PM peak hour volume is 10% of the average daily traffic.





N

LEGEND

- Proposed Site Location
- Study Intersection
- Study Area

Moving forward.

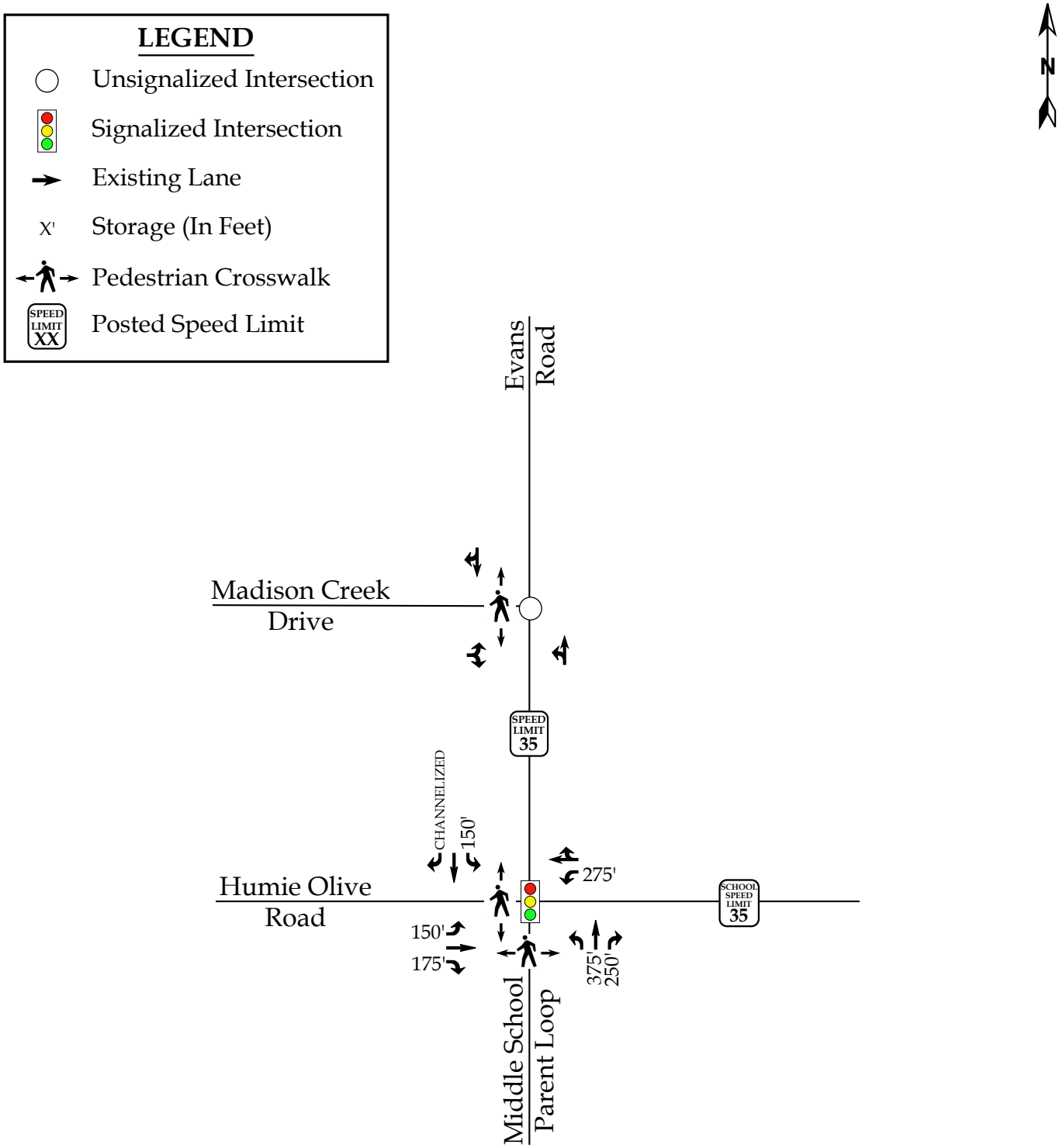
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

Site Location Map

Scale: Not to Scale

Figure 1



Moving forward.

RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

2021 Existing
Lane Configurations

Scale: Not to Scale

Figure 3

2. 2021 EXISTING PEAK HOUR CONDITIONS

2.1. 2021 Existing Peak Hour Traffic Volumes

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in March 2021 by RKA during typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

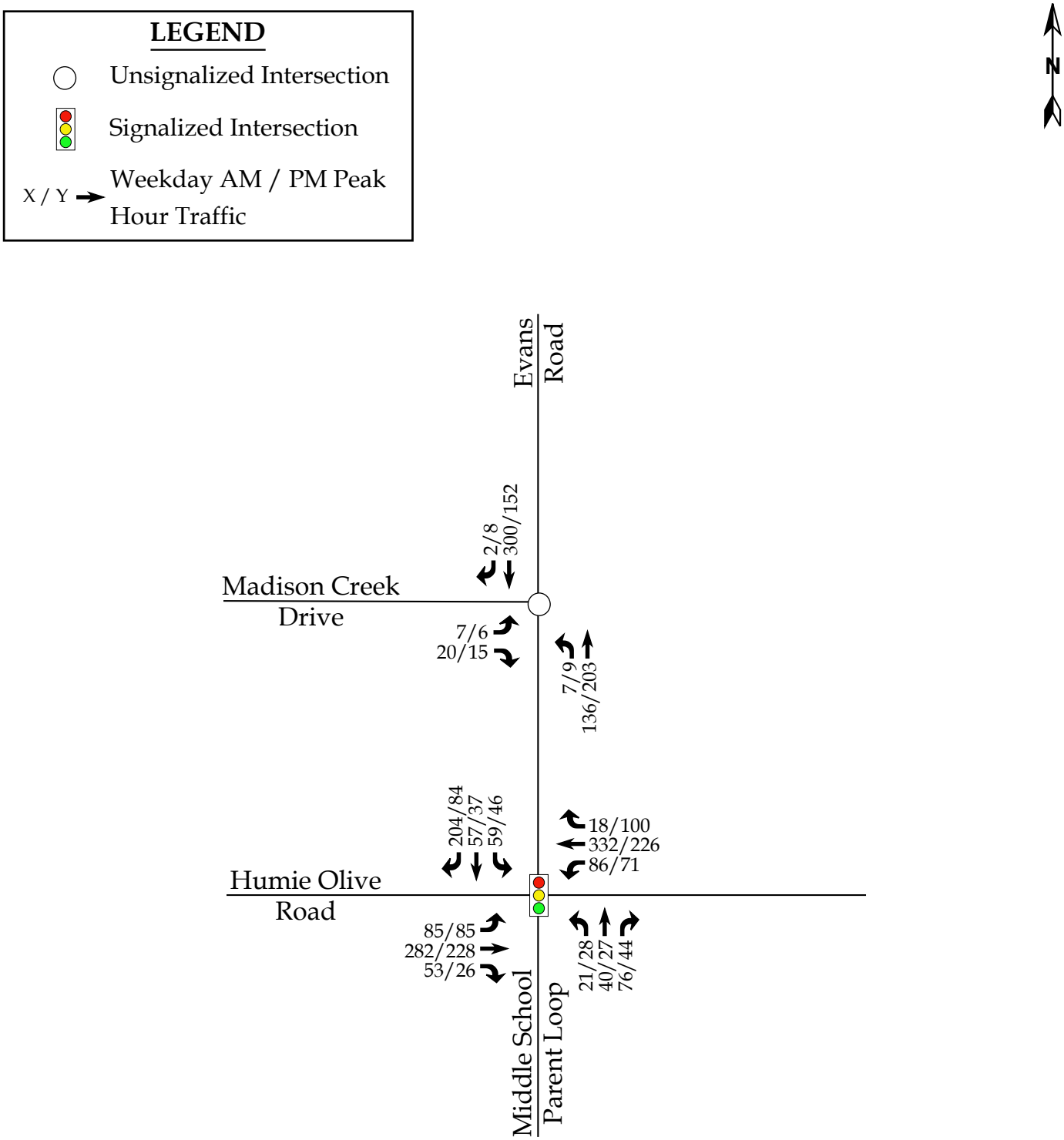
- Humie Olive Road and Evans Road
- Evans Road and Madison Creek Drive

Peak hour turning movement counts from RKA were utilized at the intersection of Humie Olive Road and Evans Road from September 2019. These counts were grown to 2021 using a 2% growth rate to determine 2021 existing volumes. The projected counts were compared to newly collected count data at the same intersection. The comparison of this count data was used to develop a rate between available count data and new count data collected during COVID-19 conditions. The rates determined were applied to the new count data collected at the intersection of Evans Road and Madison Creek Drive to determine 2021 existing traffic volumes. A growth rate of 126% was applied to the new count data collected during the weekday AM peak hour and 17% was applied to new count data collected during the weekday PM peak hour to account for the reduction in traffic associated with the COVID-19 pandemic. Due to the decrease in school traffic associated with the COVID-19 pandemic, new counts collected during the weekday AM peak hour had a higher growth rate applied than typically seen throughout the region due to the close proximity of the site / study intersections to multiple public schools which are currently operating under a reduced capacity with a hybrid in person and virtual operation. Weekday AM and PM traffic volumes were balanced between study intersections, where appropriate. Refer to Figure 4 for 2021 existing weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

2.2. Analysis of 2021 Existing Peak Hour Traffic Conditions

The 2021 existing weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway

conditions. Signal information was obtained from NCDOT and is included in Appendix C. The results of the analysis are presented in Section 7 of this report.



Moving forward.
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

2021 Existing
Peak Hour Traffic

Scale: Not to Scale

Figure 4

3. 2025 NO-BUILD PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, no-build traffic projections are needed. No-build traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. No-build traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate 2025 projected weekday AM and PM peak hour traffic volumes. Refer to Figure 5 for 2025 projected peak hour traffic.

3.2. Adjacent Development Traffic

Through coordination with the Town and NCDOT, the following adjacent developments were identified to be included as an approved adjacent development in this study:

- Heelan Property
- Jordan Manors
- Jordan Pointe
- Woodbury
- Friendship Station PUD
- New Hill Assembly
- Olive Ridge

Table 2, on the following page, provides a summary of the adjacent developments.

Table 2: Adjacent Development Information

Development Name	Location	Build-Out Year	Land Use / Intensity	TIA Performed
Heelan Property	Southeast quadrant at the intersection of Humie Olive Road and New Hill Olive Chapel Road	2026	250 single-family homes 268 townhomes	November 2019 by RKA
Jordan Manors	West side of New Hill Olive Chapel Road	2018	240 single-family homes	May 2015 by KHA
Jordan Pointe	North of Old US 1 and east of Horton Road	2016	440 single-family homes	October 2013 by KHA
Woodbury	East of New Hill Olive Chapel Road, north of Old US 1	2019	320 single-family homes 120 townhomes	May 2016 by VHB
Friendship Station PUD	Along Humie Olive Road at Olive Farm Road	2025	316 single-family homes 185 apartments 337 townhomes 68,000 s.f. general office 144,000 s.f. shopping center	March 2017 by RKA
New Hill Assembly	West of New Hill Olive Chapel Road, north of Old US 1	2022	152 single-family homes	April 2018 by RKA
Olive Ridge	East of New Hill Olive Chapel Road, across from Jordan Manors Drive	2022	169 single-family homes	December 2018 by RKA

It should be noted that the adjacent developments were approved, during scoping, by the Town and NCDOT. Adjacent development trips are shown in Figure 6. Adjacent development information can be found in Appendix D.

3.3. Future Roadway Improvements

Based on coordination with the NCDOT and the Town, it was determined that no future roadway improvements to be included in the analysis. It should be noted that Walden Road

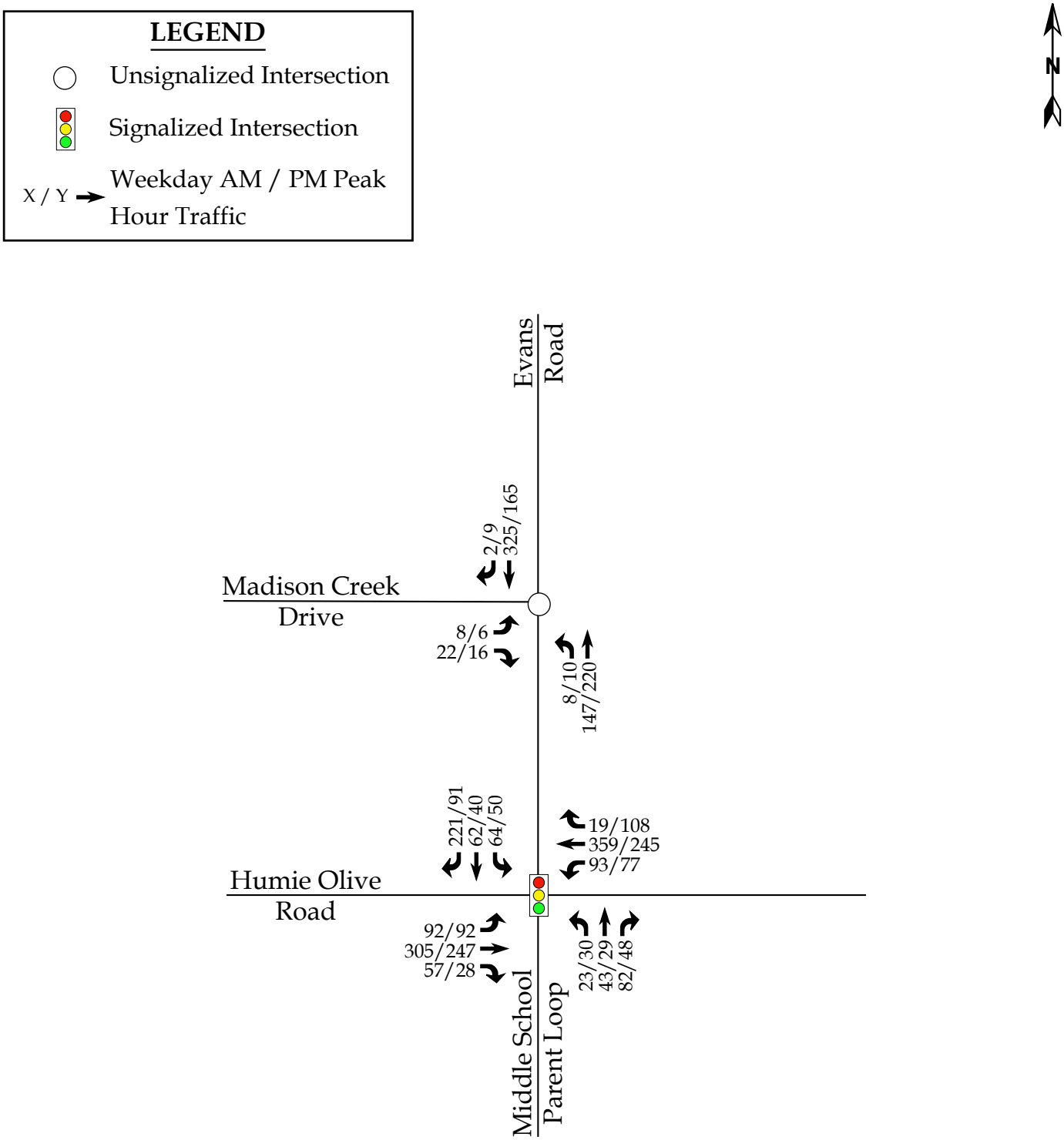
is currently a NCDOT maintained roadway located along Evans Road between Humie Olive Road and Madison Creek Drive. After completion of the TIA, the developer will make a request for right-of-way (ROW) abandonment to obtain ownership of Walden Road.

3.4. 2025 No-Build Peak Hour Traffic Volumes

The 2025 no-build traffic volumes were determined by projecting the 2021 existing peak hour traffic to the year 2025, and adding the adjacent development trips. Refer to Figure 7 for an illustration of the 2025 no-build peak hour traffic volumes at the study intersections.

3.5. Analysis of 2025 No-Build Peak Hour Traffic Conditions

The 2025 no-build AM and PM peak hour traffic volumes at the study intersections were analyzed with future geometric roadway conditions and traffic control. The analysis results are presented in Section 7 of this report.



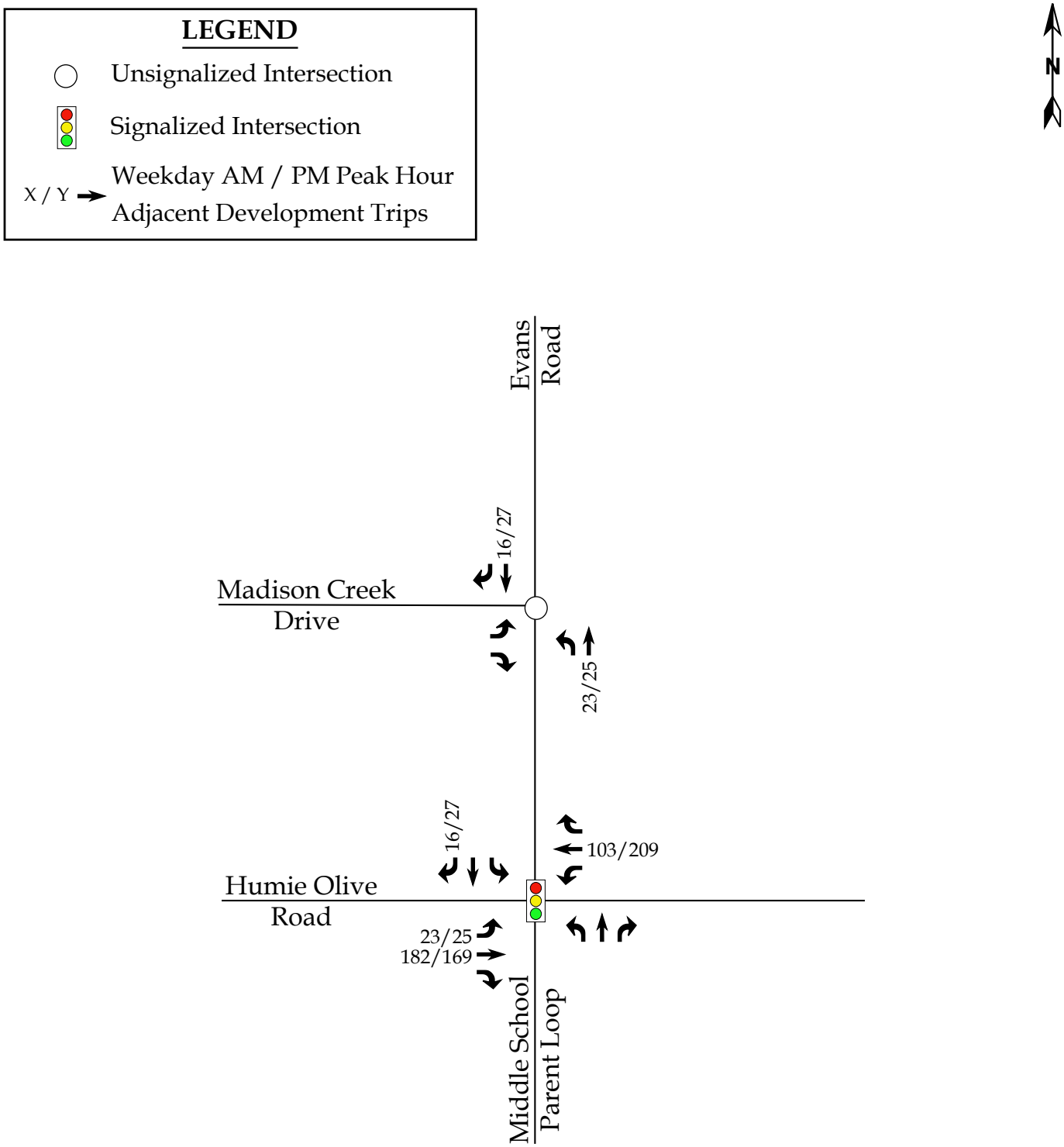
Moving forward.
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

2025 Projected
Peak Hour Traffic

Scale: Not to Scale

Figure 5



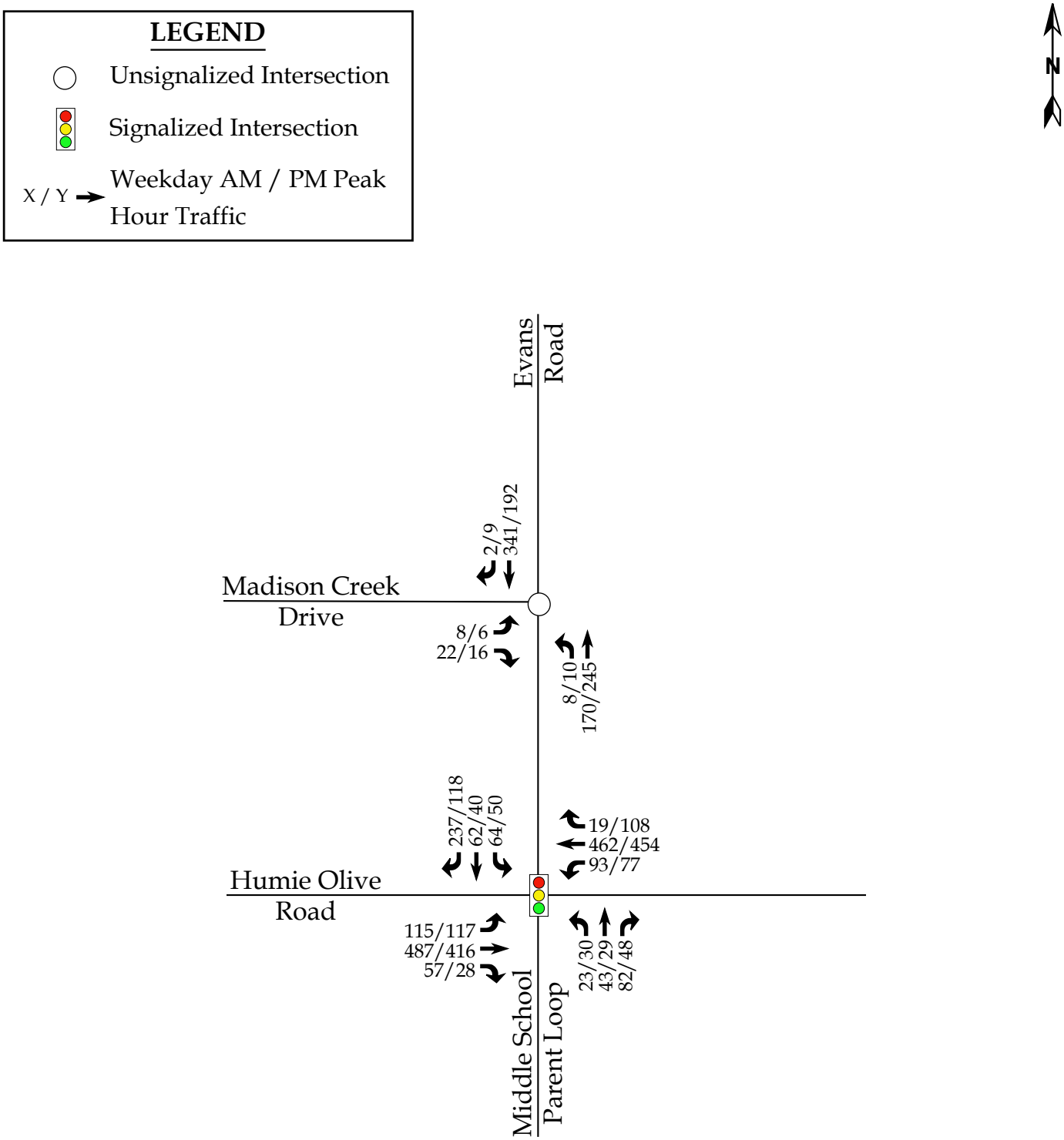
Moving forward.
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

Peak Hour Adjacent Developement Trips

Scale: Not to Scale

Figure 6



Moving forward.
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

2025 No-Build
Peak Hour Traffic

Scale: Not to Scale

Figure 7

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

The proposed development is assumed to consist of 65 single family homes and 50 townhomes. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Table 3 provides a summary of the trip generation potential for the site.

Table 3: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	65 units	700	13	38	42	25
Multifamily Housing (Low-Rise) (220)	50 units	340	6	19	20	12
Total Trips		**1,040**	**19**	**57**	**62**	**37**

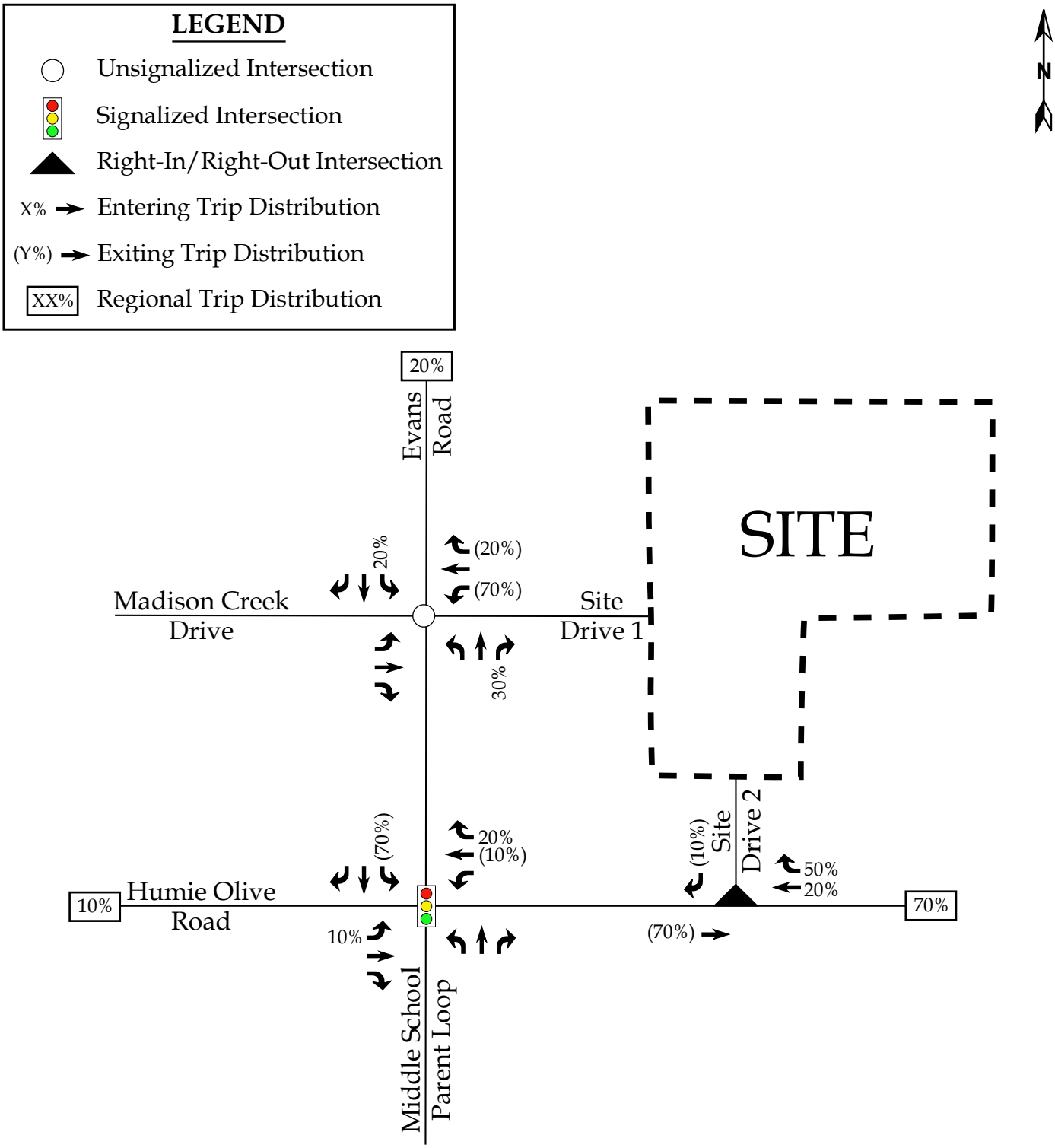
It is estimated that the proposed development will generate approximately 1,040 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 76 trips (19 entering and 57 exiting) will occur during the weekday AM peak hour and 99 (62 entering and 37 exiting) will occur during the weekday PM peak hour.

4.2. Site Trip Distribution and Assignment

Trip distribution percentages used in assigning site traffic for this development were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment. It is estimated that the site trips will be regionally distributed as follows:

- 70% to/from the east via Humie Olive Road
- 10% to/from the west via Humie Olive Road
- 20% to/from the north via Evans Road

The site trip distribution is shown in Figure 8. Refer to Figure 9 for the site trip assignment.

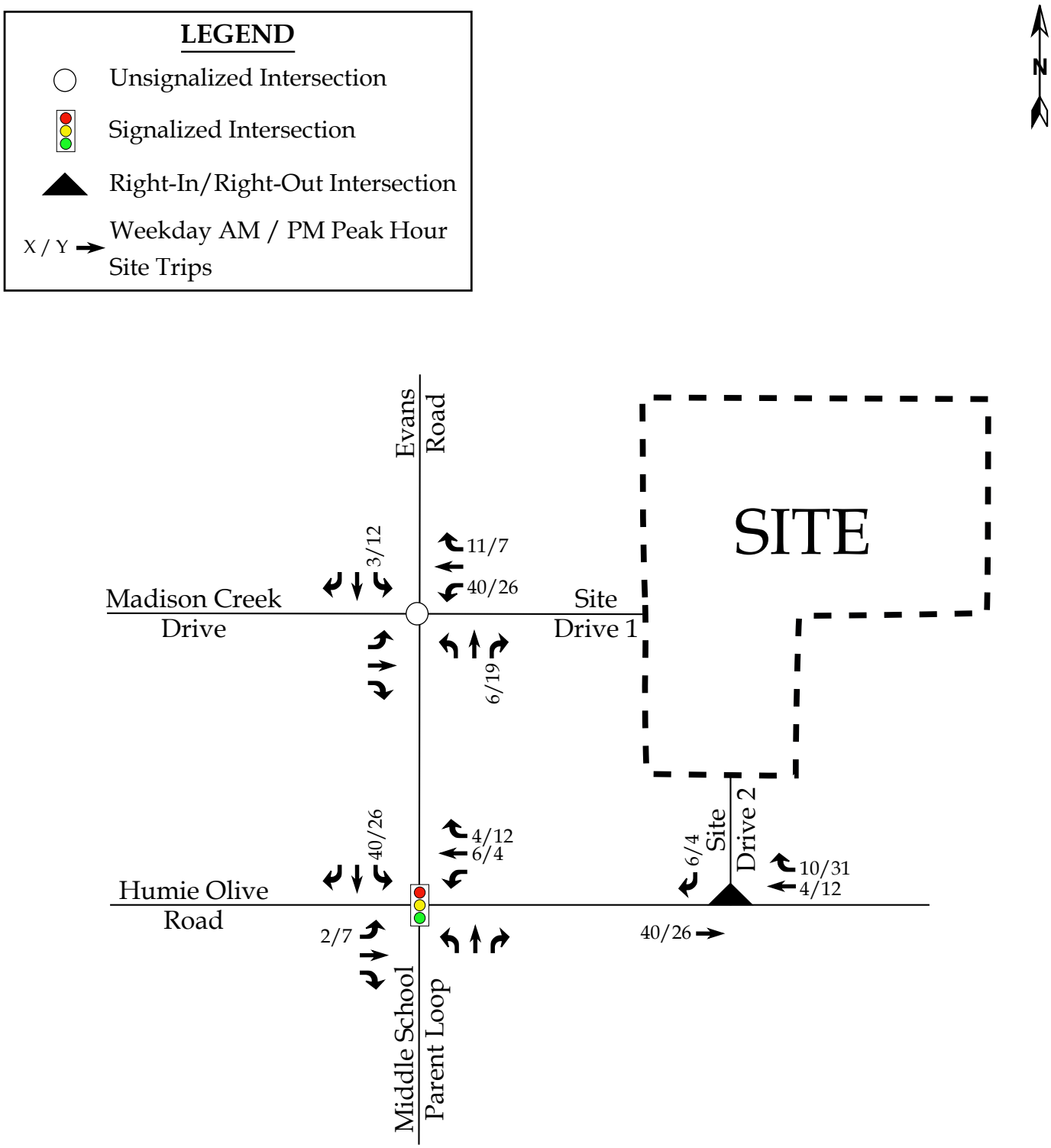


Moving forward.
RKA
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

Site Trip Distribution

Scale: Not to Scale | Figure 8



Moving forward.
RKA
RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

Site Trip Assignment

Scale: Not to Scale | Figure 9

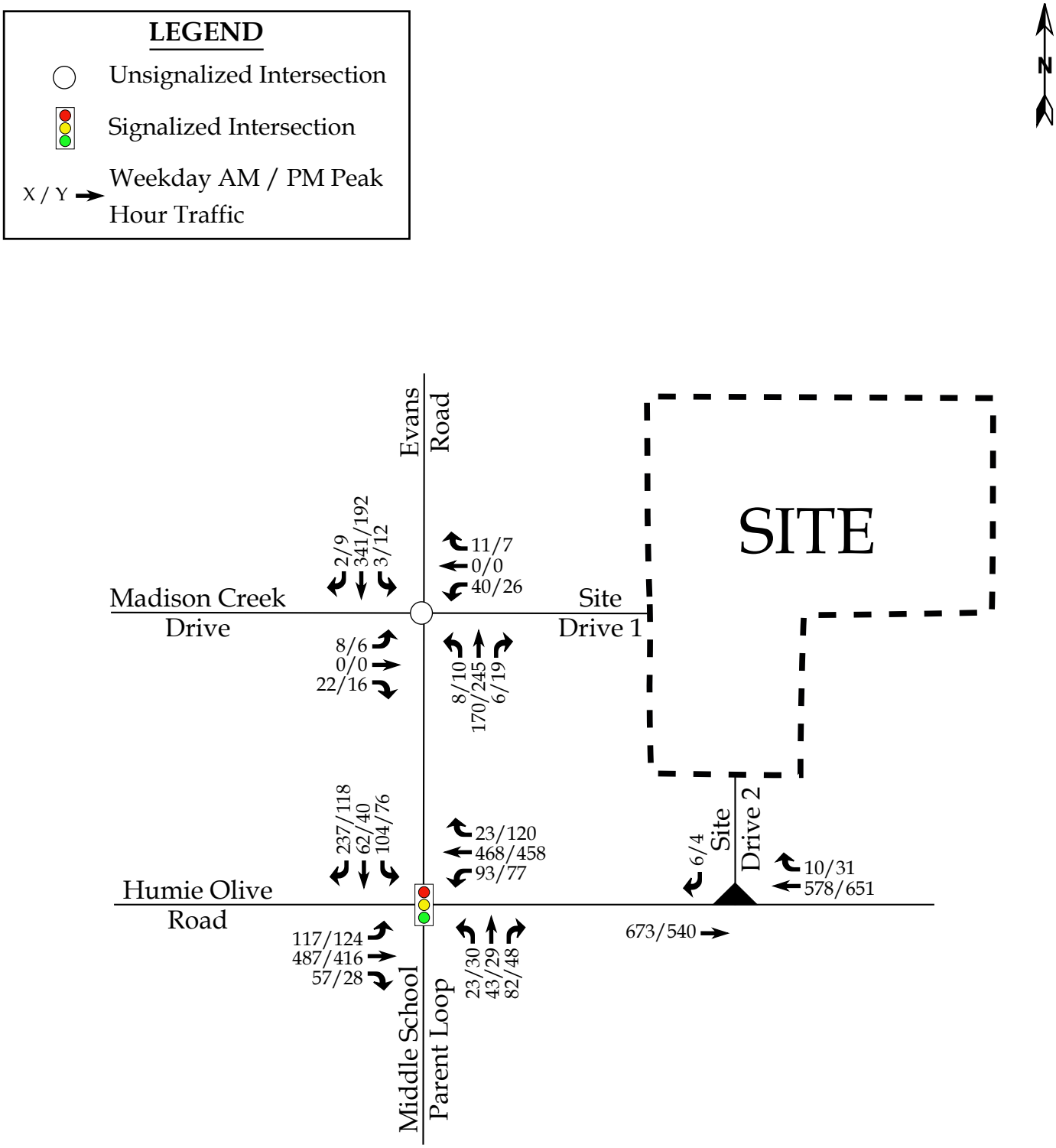
5. 2025 BUILD TRAFFIC CONDITIONS

5.1. 2025 Build Peak Hour Traffic Volumes

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2025 no-build traffic volumes to determine the 2025 build traffic volumes. Refer to Figure 10 for an illustration of the 2025 build peak hour traffic volumes with the proposed site fully developed.

5.2. Analysis of 2025 Build Peak Hour Traffic Conditions

Study intersections were analyzed with the 2025 build traffic volumes using the same methodology previously discussed for existing and no-build traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 7 of this report.



Moving forward.

RAMEY KEMP ASSOCIATES

Evans Road Assembly
Apex, NC

2025 Build
Peak Hour Traffic

Scale: Not to Scale

Figure 10

6. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *Highway Capacity Manual* (HCM), 6th Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 10.3), was used to complete the analyses for most of the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as "the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions." Level of service (LOS) is a term used to represent different driving conditions, and is defined as a "qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers." Level of service varies from Level "A" representing free flow, to Level "F" where breakdown conditions are evident. Refer to Table 4 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes "initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay". An average control delay of 50 seconds at a signalized intersection results in LOS "D" operation at the intersection.

Table 4: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

6.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the NCDOT Congestions Management Guidelines.

7. CAPACITY ANALYSIS

7.1. Humie Olive Road [EB-WB] and Evans Road [SB]/Middle School Parent Loop [NB]

The existing signalized intersection of Humie Olive Road and Evans Road/Middle School Parent Loop was analyzed under 2021 existing, 2025 no-build, and 2025 build traffic conditions with the lane configurations and traffic control shown in Table 5. Refer to Table 5 for a summary of the analysis results. Refer to Appendix E for the Synchro capacity analysis reports. SimTraffic queuing reports can be found in Appendix H.

Table 5: Analysis Summary of Humie Olive Road and Evans Road/Middle School Parent Loop

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB WB NB SB	1 LT, 1 TH, 1 RT 1 LT, 1 TH-RT 1 LT, 1 TH, 1 RT 1 LT, 1 TH, 1 RT	B B B A	B (15)	B B B A	B (14)
2025 No-Build	EB WB NB SB	1 LT, 1 TH, 1 RT 1 LT, 1 TH-RT 1 LT, 1 TH, 1 RT 1 LT, 1 TH, 1 RT	C C C A	C (20)	B C C B	B (18)
2025 Build	EB WB NB SB	1 LT, 1 TH, 1 RT 1 LT, 1 TH-RT 1 LT, 1 TH, 1 RT 1 LT, 1 TH, 1 RT	C C C B	C (21)	B C C B	B (19)

Capacity analysis of 2021 existing, 2025 no-build, and 2025 build traffic conditions indicate that the intersection of Humie Olive Road and Evans Road/Middle School Parent Loop is expected to operate at an overall LOS C or better during the weekday AM and PM peak hours.

Based on queue lengths reported in Synchro and SimTraffic, queues at this intersection are expected to be accommodated by the storage lengths provided. Due to a negligible increase in

delay with the build out of the proposed development under 2025 build conditions, no improvements are recommended at this intersection.

7.2. Evans Road [NB-SB] and Madison Creek Drive [EB]/Site Drive 1 [WB]

The existing unsignalized intersection of Evans Road and Madison Creek Drive/Site Drive 1 was analyzed under 2021 existing, 2025 no-build, and 2025 build traffic conditions with the lane configurations and traffic control shown in Table 6. Refer to Table 6 for a summary of the analysis results. Refer to Appendix F for the Synchro capacity analysis reports. SimTraffic queuing reports can be found in Appendix H.

Table 6: Analysis Summary of Evans Road and Madison Creek Drive/Site Drive 1

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB NB SB	1 LT-RT 1 LT-TH 1 TH-RT	B[2] A[1] --	N/A	A[2] A[1] --	N/A
2025 No-Build	EB NB SB	1 LT-RT 1 LT-TH 1 TH-RT	B[2] A[1] --	N/A	B[2] A[1] --	N/A
2025 Build	EB **WB** NB SB	1 LT-**TH**-RT **1 LT-TH-RT** 1 LT-TH-**RT** **1 LT**-TH-RT	B[2] B[2] A[1] A[1]	N/A	B[2] B[2] A[1] A[1]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2021 existing, 2025 no-build, and 2025 build traffic conditions indicates that the major-street left-turn movements and the minor-street approaches at the intersection of Evans Road and Madison Creek Drive/Site Drive 1 are expected to operate at LOS B or better during the weekday AM and PM peak hours.

Turn lanes were considered at this intersection according to the NCDOT *Policy on Street and Driveway Access to NC Highways* (Driveway Manual). Based on the Driveway Manual, no turn lanes were warranted as Evans Road currently serves an ADT below the 4,000 vehicle per day (vpd) threshold typically considered for turn-lane requirements.

7.3. Humie Olive Road [EB-WB] and Site Drive 2 [SB]

The proposed unsignalized intersection of Humie Olive Road and Site Drive 2 was analyzed under 2025 build traffic conditions with the lane configurations and traffic control shown in Table 7. Refer to Table 7 for a summary of the analysis results. Refer to Appendix G for the Synchro capacity analysis reports. SimTraffic queuing reports can be found in Appendix H.

Table 7: Analysis Summary of Humie Olive Road and Site Drive 2

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2025 Build	EB WB **SB**	1 TH 1 TH, **1 RT** **1 RT**	-- -- B[2]	N/A	-- -- B[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2025 build traffic conditions indicates that the minor-street approach at the intersection of Humie Olive Road and Site Drive 2 is expected to operate at LOS B during the weekday AM and PM peak hours.

Turn lanes were considered at this intersection according to the NCDOT *Policy on Street and Driveway Access to NC Highways* (Driveway Manual). Based on the Driveway Manual, a westbound right-turn lane with a minimum of 50 feet of storage and appropriate deceleration and taper length is warranted and recommended by the proposed development.

8. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the proposed development, located north of Humie Olive Road, east of Evans Road in Apex, North Carolina. It should be noted that the proposed development was previously referred to as Humie Olive Assemblage. The proposed development is expected to be a residential development and be built out in 2025. Site access is proposed via one (1) right-in/right-out driveway along Humie Olive Road and one (1) full-movement driveway along Evans Road. Site access is also proposed via internal connections to the existing development to the north. As part of this proposed development, the existing NCDOT maintained Walden Road / associated right-of-way is proposed to be abandoned.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2025 No-Build Traffic Conditions
- 2025 Build Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 1,040 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 76 trips (19 entering and 57 exiting) will occur during the weekday AM peak hour and 99 (62 entering and 37 exiting) will occur during the weekday PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to NCDOT Congestion Management Guidelines. Refer to section 6.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

Intersection Capacity Analysis Summary

All the study area intersections (including the proposed site driveways) are expected to operate at acceptable levels-of-service under existing and future year conditions.

9. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a more detailed description of the recommended improvements below. Refer to Figure 11 for an illustration of the recommended lane configuration for the proposed development.

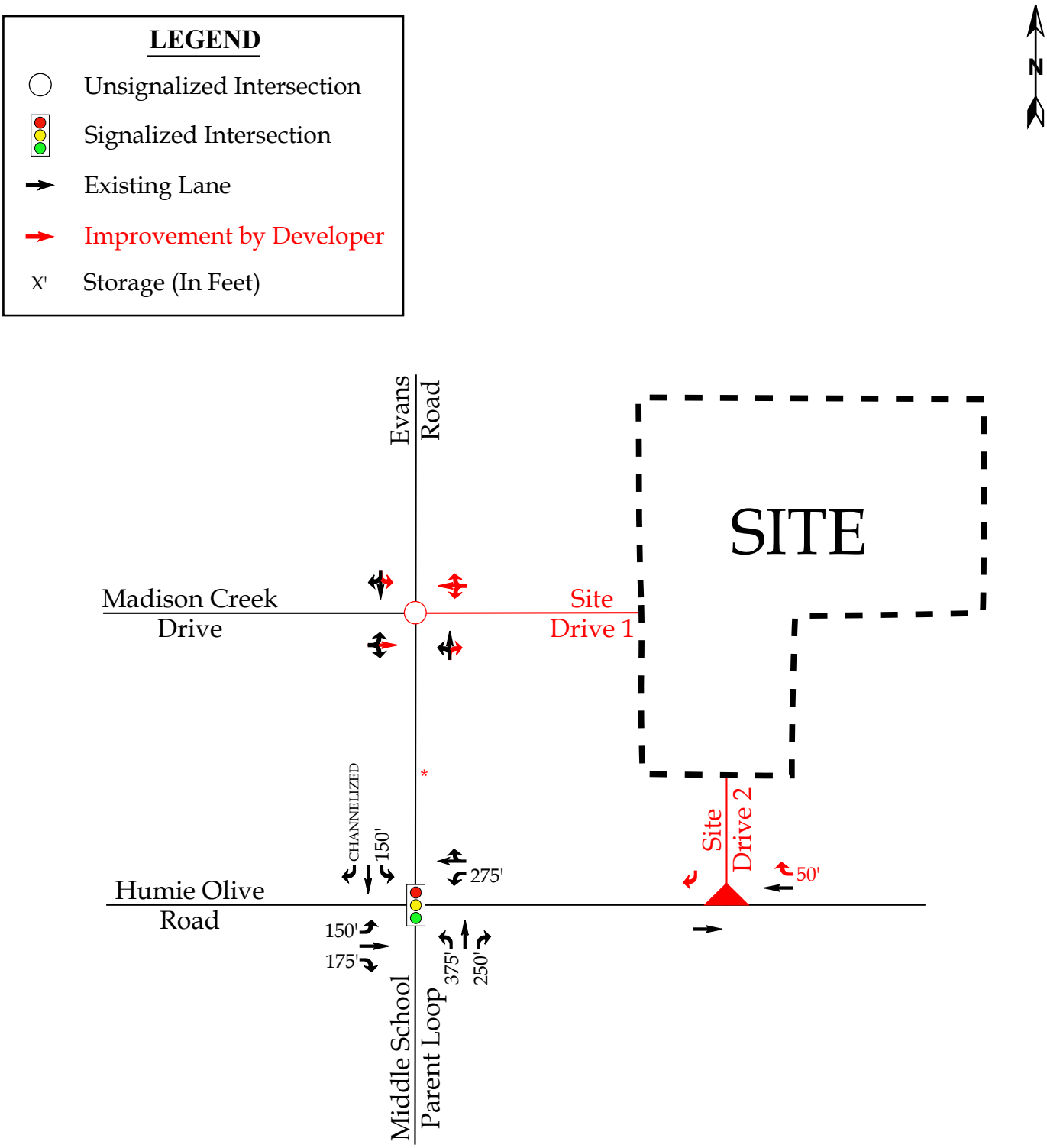
Recommended Improvements by Developer

Evans Road and Madison Creek Drive/Site Drive 1

- Construct westbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control for the westbound approach.

Humie Olive Road and Site Drive 2

- Construct southbound approach striped as a right-in/right-out intersection with one (1) ingress lane and one (1) egress lane.
- Provide stop-control for the southbound approach.
- Provide an exclusive westbound right-turn lane along Humie Olive Road with a minimum of 50 feet of storage and appropriate deceleration and taper length.



*Note: After completion of the TIA, the developer will make a request for ROW abandonment to obtain ownership of Walden Road, which is currently a NCDOT maintained roadway located along Evans Road.

Moving forward. RKA RAMEY KEMP ASSOCIATES	Evans Road Assembly Apex, NC	Recommended Lane Configurations Scale: Not to Scale | Figure 11

TECHNICAL APPENDIX

APPENDIX A

SCOPING DOCUMENTATION

RAMEY KEMP ASSOCIATES
Moving forward.

T 919 872 5115

5808 Faringdon Place
Raleigh, NC 27609

March 29, 2021

Russell Dalton, PE
Town of Apex
73 Hunter Street
Apex, NC 27502
P: 919-249-3358
E: russell.dalton@apexnc.org

Subject: **Memorandum of Understanding –** Humie Olive Assemblage
Apex, North Carolina

Dear Mr. Dalton:

The following is a Memorandum of Understanding (MOU) outlining the proposed scope of work and assumptions related to the Traffic Impact Analysis (TIA) for the proposed Humie Olive Assemblage development to be located north of Humie Olive Road, east of Evans Road in Apex, North Carolina. It is our understanding that the residential development is expected to consist of a maximum of 50 townhomes and 65 single-family homes. The proposed development is expected to be fully built-out by 2025. Site access is proposed via one (1) right-in/right-out driveway along Humie Olive Road and one (1) full-movement driveway along Evans Road, aligned with the existing Madison Creek Drive. Site access is also proposed via internal connections to the existing development to the north. As part of this proposed development, the existing NCDOT maintained Walden Road / associated right-of-way is proposed to be abandoned. See the attachments for a preliminary site plan. This MOU is compiled with information regarding the scope of the Humie Olive Assemblage TIA, per the TIA scoping meeting with the Town of Apex (Town) on February 26, 2021 and email coordination with the North Carolina Department of Transportation (NCDOT).

Study Area

Based on coordination with the Town and NCDOT, the study area is proposed to consist of the following intersections:

- Humie Olive Road and Evans Road (Signalized)
- Evans Road and Madison Creek Drive/Proposed Site Driveway (Unsignalized)
- Humie Olive Road and Proposed Right-In/Right-Out Site Driveway (Unsignalized)

Analysis Scenarios

All capacity analyses will be performed utilizing Synchro (Version 10.3). All study intersections will be analyzed during typical weekday AM and PM peak hours under the following proposed traffic scenarios:

- 2021 Existing Traffic Conditions
- 2025 No-Build Traffic Conditions
- 2025 Build Traffic Conditions

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Existing Traffic Volumes

Peak hour turning movement counts were collected at the study intersections on a typical weekday during weekday AM (7:00 – 9:00 AM) and weekday PM (4:00 – 6:00 PM) peak periods. Turning movement counts from RKA will be utilized at the intersection of Humie Olive Road and Evans Road from September 2019. These counts were grown to 2021 using a proposed 2% growth rate to determine 2021 existing volumes. The projected counts were compared to newly collected count data at the same intersection. The comparison of this count data was used to develop a rate between available count data and new count data collected during COVID-19 conditions. The rates determined were applied to the new count data collected at the intersection of Evans Road and Madison Creek Drive to determine 2021 existing traffic volumes. A growth rate of 126% was applied to the new count data collected during the weekday AM peak hour and 17% was applied to new count data collected during the weekday PM peak hour to account for the reduction in traffic associated with the COVID-19 pandemic. Due to the decrease in school traffic associated with the COVID-19 pandemic, new counts collected in the weekday AM peak hour had a higher growth rate applied than typically seen throughout the region due to the close proximity of the site / study intersections to multiple public schools which are currently operating under a reduced capacity with a hybrid in person and virtual operation. Weekday AM and PM traffic volumes were balanced between study intersections, where appropriate. Signal information was obtained from the NCDOT. Refer to the attached 2021 existing traffic volumes figures for an illustration of volumes before and after the growth rates were applied.

No-Build Traffic Volumes

Per coordination with Town and NCDOT Staff, no-build traffic volumes will be determined by projecting 2021 existing traffic volumes to the build-out year 2025 using a proposed 2% annual growth rate.

Adjacent Developments

Per coordination with the Town, the following adjacent developments are to be included in this study:

- Heelan Property
- Jordan Manors
- Jordan Pointe
- Woodbury
- Friendship Station PUD
- New Hill Assembly
- Olive Ridge

All other future developments will be accounted for with the proposed 2% growth rate.

Future Roadway Improvements

Through coordination with NCDOT and the Town, future roadway improvements associated with the adjacent developments will be included in this analysis.

Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Refer to Table 1, on the next page, for a detailed breakdown of the buildout site trip generation.

Table 1: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	65 units	700	13	38	42	25
Multifamily Housing (Low-Rise) (220)	50 units	340	6	19	20	12
Total Trips		**1,040**	**19**	**57**	**62**	**37**

It is estimated that the proposed site will generate approximately 1,040 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 76 trips (19 entering and 57 exiting) would occur during the weekday AM peak hour and 99 trips (62 entering and 37 exiting) would occur during the weekday PM peak hour.

Trip Distribution

The primary site trips are distributed based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment. A summary of the proposed regional trip distributions is as follows:

- 70% to/from the east via Humie Olive Road
- 10% to/from the west via Humie Olive Road
- 20% to/from the north via Evans Road

Refer to the attachments for a figure showing the anticipated site trip distribution for the site.

Walden Road

Walden Road is currently a NCDOT maintained roadway located along Evans Road between Humie Olive Road and Madison Creek Drive. After completion of the TIA, the developer will make a request for right-of-way (ROW) abandonment to obtain ownership of Walden Road.

Report

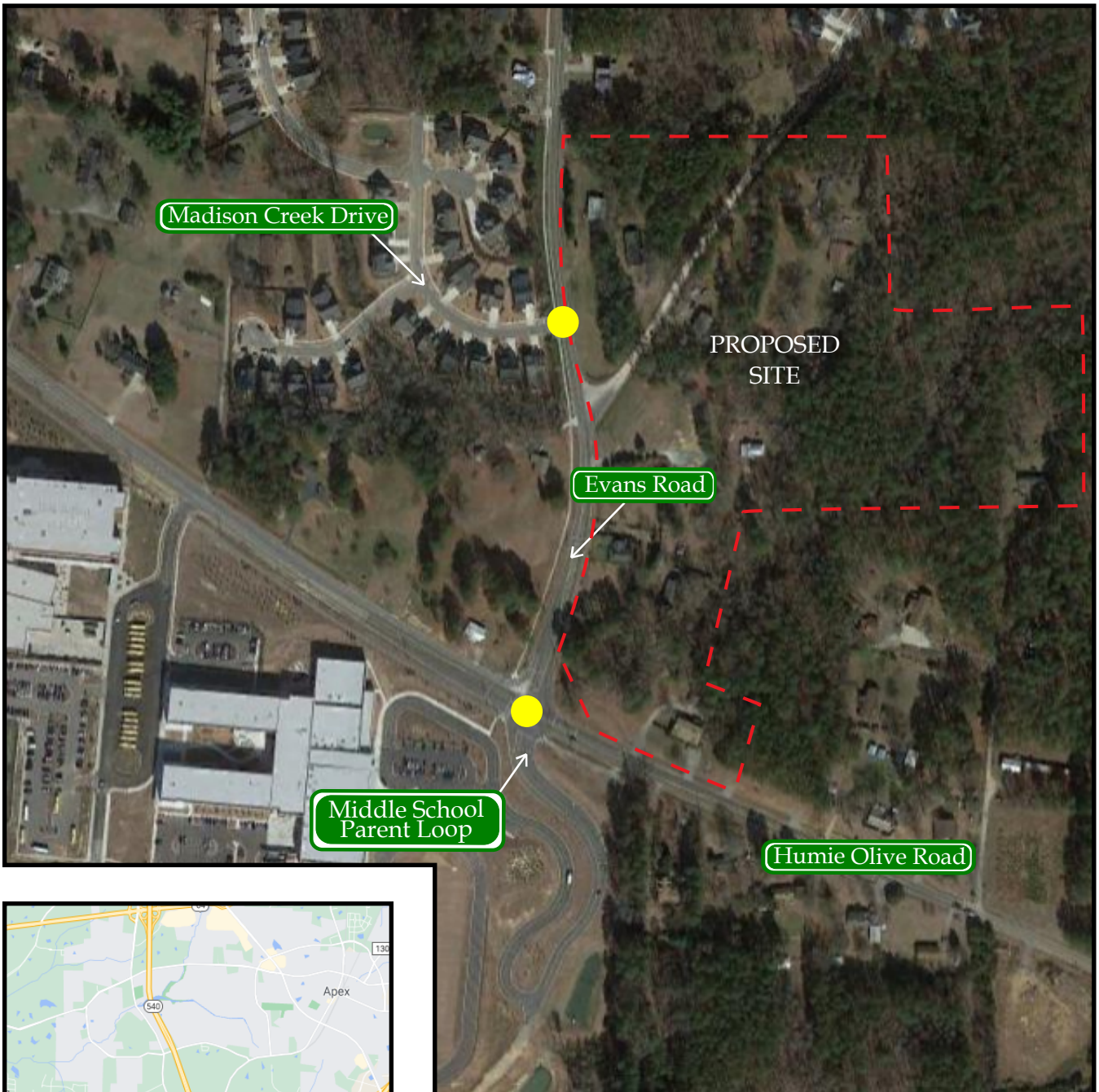
The Traffic Impact Analysis report will be prepared based on the Town and NCDOT guidelines. If you find this memorandum of understanding acceptable, please let me know so that we may include it in the TIA report. If you have any questions or concerns, please do not hesitate to contact me.

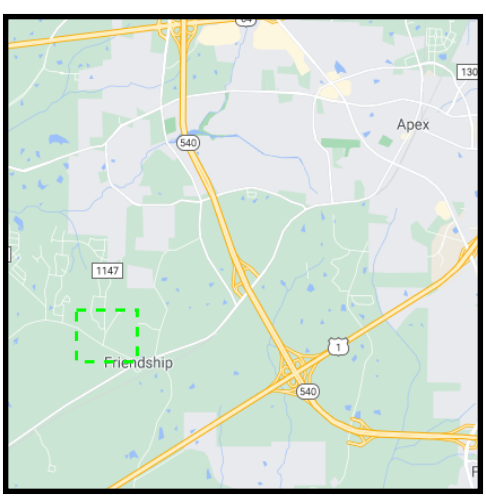
Sincerely,
Ramey Kemp & Associates, Inc.

Nate Bouquin, PE
Traffic Engineering Project Manager

Attachments: Site Location Map
Preliminary Site Plan
Existing (2021) Traffic Volumes Figure – unadjusted
Existing (2021) Traffic Volumes Figure
Site Trip Distribution Figure

cc: Serge Grebenschikov, PE, Town of Apex
Amy Neidringhaus, PE, NCDOT
Sean Brennan, PE, NCDOT
NCDOT Congestion Management
Jeff Roach, PE, Peak Engineering





N

LEGEND

- Proposed Site Location
- Study Intersection
- Study Area

Moving forward.

RAMEY KEMP ASSOCIATES

Humie Olive Assemblage
Apex, NC

Site Location Map

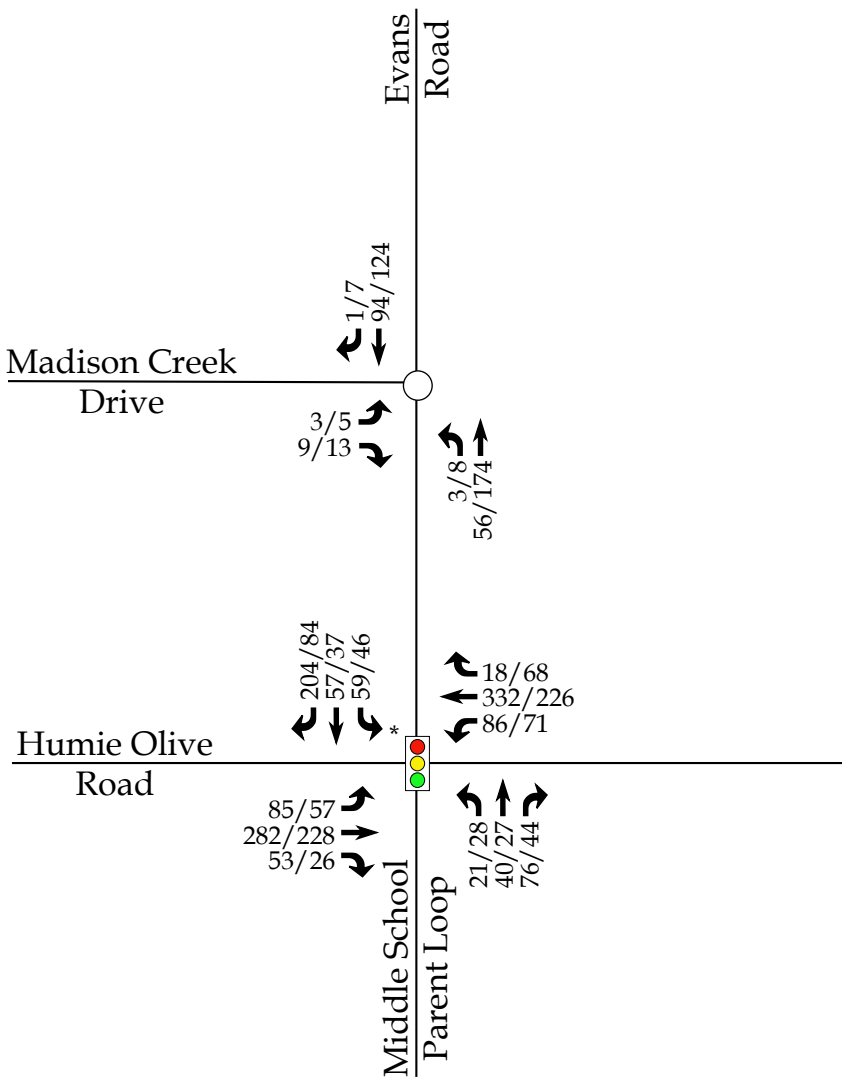
Scale: Not to Scale

LEGEND

Unsignalized Intersection

Signalized Intersection

X / Y → Weekday AM / PM Peak Hour Traffic



*Note: No COVID growth factor applied at this intersection. 2019 counts were grown to the year 2021 using a 2% growth rate.

Moving forward.

RAMEY KEMP ASSOCIATES

Humie Olive Assemblage
Apex, NC

2021 Existing
Peak Hour Traffic -
Unadjusted

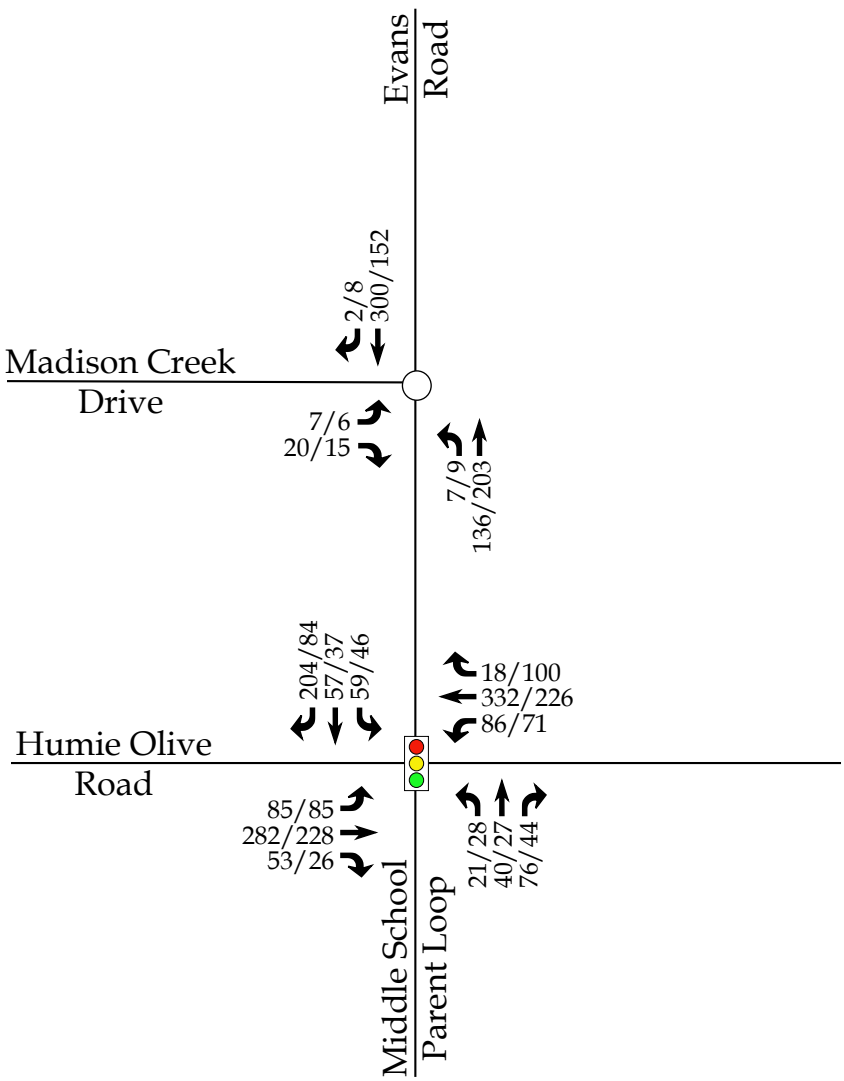
Scale: Not to Scale

LEGEND

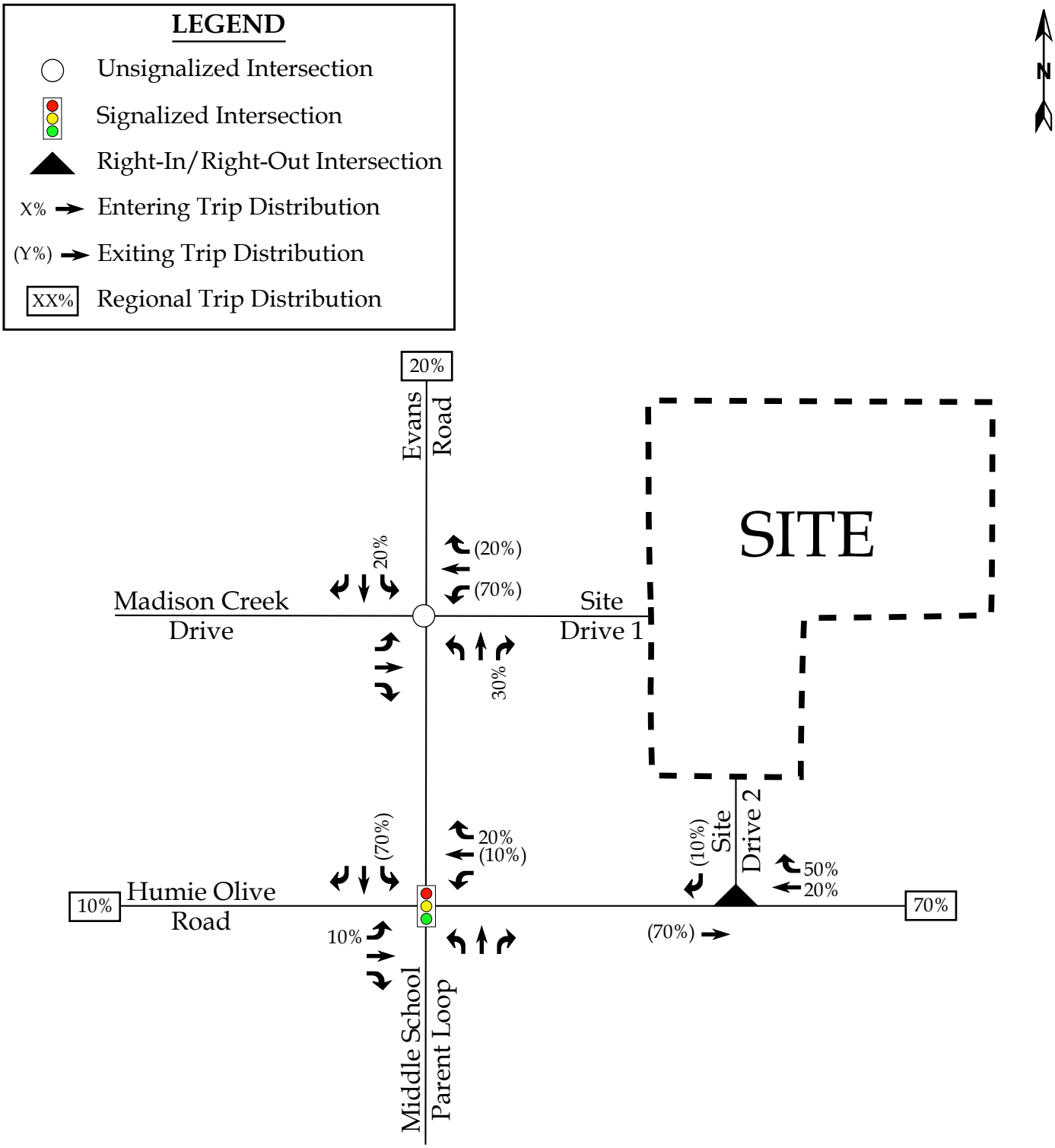
Unsignalized Intersection

Signalized Intersection

X / Y → Weekday AM / PM Peak Hour Traffic



Moving forward. RKA RAMEY KEMP ASSOCIATES	Humie Olive Assemblage Apex, NC	2021 Existing Peak Hour Traffic
		Scale: Not to Scale



Moving forward.
RKA
RAMEY KEMP ASSOCIATES

Humie Olive Assemblage
Apex, NC

Proposed
Site Trip Distribution

Scale: Not to Scale

APPENDIX B

TRAFFIC COUNTS

Moving forward.
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Suite 100
Raleigh, NC 27609
PH: 919-872-5115

File Name : Evans Road and Madison Creek Drive
Site Code : 00000002
Start Date : 3/11/2021
Page No : 1

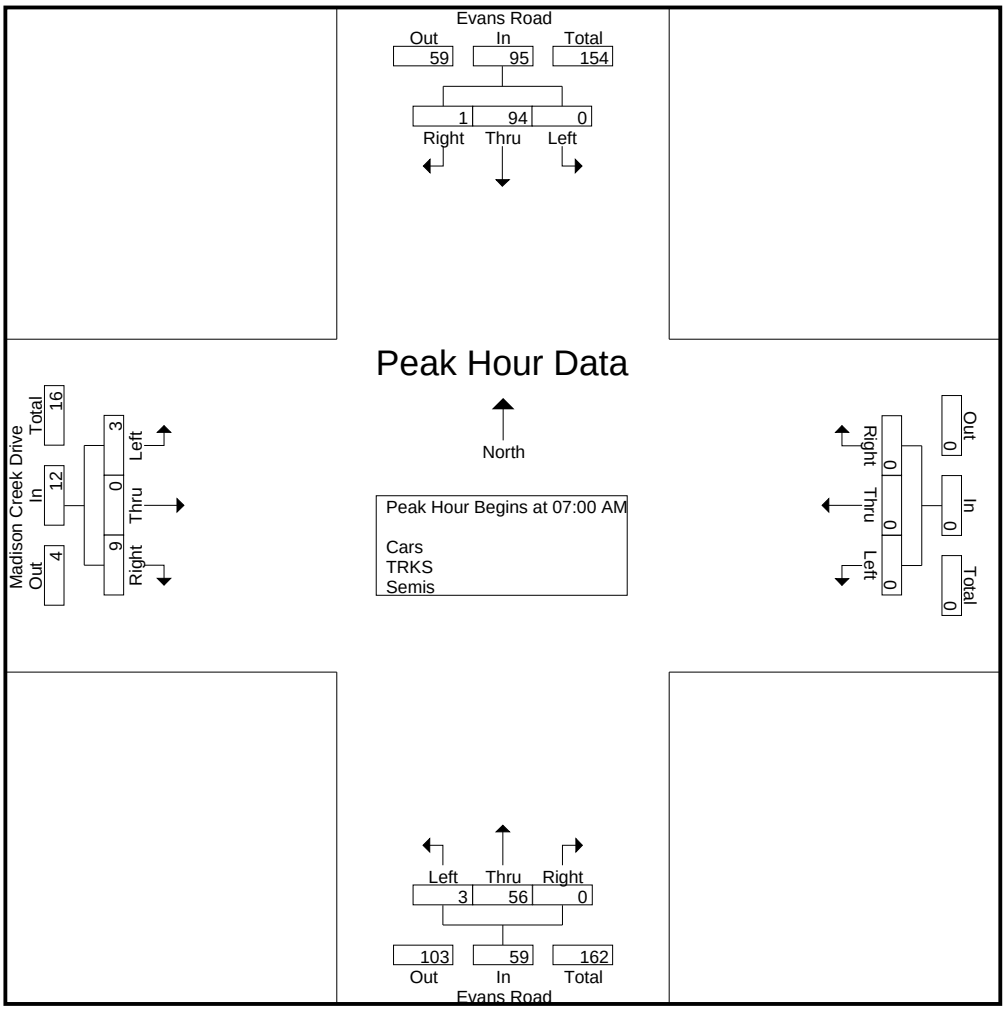
Groups Printed- Cars - TRKS - Semis

	Evans Road From North					From East					Evans Road From South					Madison Creek Drive From West							
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Exclu. Total	Inclu. Total	Int. Total
07:00 AM	0	28	0	3	28	0	0	0	0	0	0	14	1	0	15	1	0	0	0	1	3	44	47
07:15 AM	0	21	0	0	21	0	0	0	0	0	0	21	1	0	22	3	0	0	0	3	0	46	46
07:30 AM	0	17	0	1	17	0	0	0	0	0	0	3	1	0	4	3	0	2	2	5	3	26	29
07:45 AM	1	28	0	6	29	0	0	0	0	0	0	18	0	0	18	2	0	1	1	3	7	50	57
Total	1	94	0	10	95	0	0	0	0	0	0	56	3	0	59	9	0	3	3	12	13	166	179
08:00 AM	0	16	0	0	16	0	0	0	0	0	0	23	2	0	25	2	0	0	3	2	3	43	46
08:15 AM	0	7	0	1	7	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	1	16	17
08:30 AM	3	9	0	0	12	0	0	0	0	0	0	15	0	0	15	2	0	3	0	5	0	32	32
08:45 AM	2	19	0	2	21	0	0	0	0	0	0	11	0	0	11	2	0	0	3	2	5	34	39
Total	5	51	0	3	56	0	0	0	0	0	0	58	2	0	60	6	0	3	6	9	9	125	134
*** BREAK ***																							
04:00 PM	1	27	0	0	28	0	0	0	0	0	0	26	2	0	28	0	0	3	0	3	0	59	59
04:15 PM	3	31	0	2	34	0	0	0	0	0	0	39	3	0	42	4	0	2	3	6	5	82	87
04:30 PM	2	33	0	0	35	0	0	0	0	0	0	45	2	0	47	4	0	1	0	5	0	87	87
04:45 PM	0	32	0	3	32	0	0	0	0	0	0	41	1	0	42	3	0	1	0	4	3	78	81
Total	6	123	0	5	129	0	0	0	0	0	0	151	8	0	159	11	0	7	3	18	8	306	314
05:00 PM	2	28	0	2	30	0	0	0	0	0	0	49	2	0	51	2	0	1	1	3	3	84	87
05:15 PM	4	20	0	8	24	0	0	0	0	0	0	34	2	0	36	2	0	0	2	2	10	62	72
05:30 PM	0	23	0	1	23	0	0	0	0	0	0	20	2	0	22	0	0	1	2	1	3	46	49
05:45 PM	4	30	0	1	34	0	0	0	0	0	0	23	2	0	25	4	0	2	4	6	5	65	70
Total	10	101	0	12	111	0	0	0	0	0	0	126	8	0	134	8	0	4	9	12	21	257	278
Grand Total	22	369	0	30	391	0	0	0	0	0	0	391	21	0	412	34	0	17	21	51	51	854	905
Apprch %	5.6	94.4	0			0	0	0			0	94.9	5.1			66.7	0	33.3					
Total %	2.6	43.2	0		45.8	0	0	0		0	0	45.8	2.5		48.2	4	0	2		6	5.6	94.4	
Cars	22	354	0		406	0	0	0		0	0	381	20		401	32	0	15		68	0	0	875
% Cars	100	95.9	0	100	96.4	0	0	0	0	0	0	97.4	95.2	0	97.3	94.1	0	88.2	100	94.4	0	0	96.7
TRKS	0	15	0		15	0	0	0		0	0	10	1		11	2	0	2		4	0	0	30
% TRKS	0	4.1	0	0	3.6	0	0	0	0	0	0	2.6	4.8	0	2.7	5.9	0	11.8	0	5.6	0	0	3.3
Semis	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0
% Semis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Moving forward.
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Suite 100
Raleigh, NC 27609
PH: 919-872-5115

File Name : Evans Road and Madison Creek Drive
Site Code : 00000002
Start Date : 3/11/2021
Page No : 2

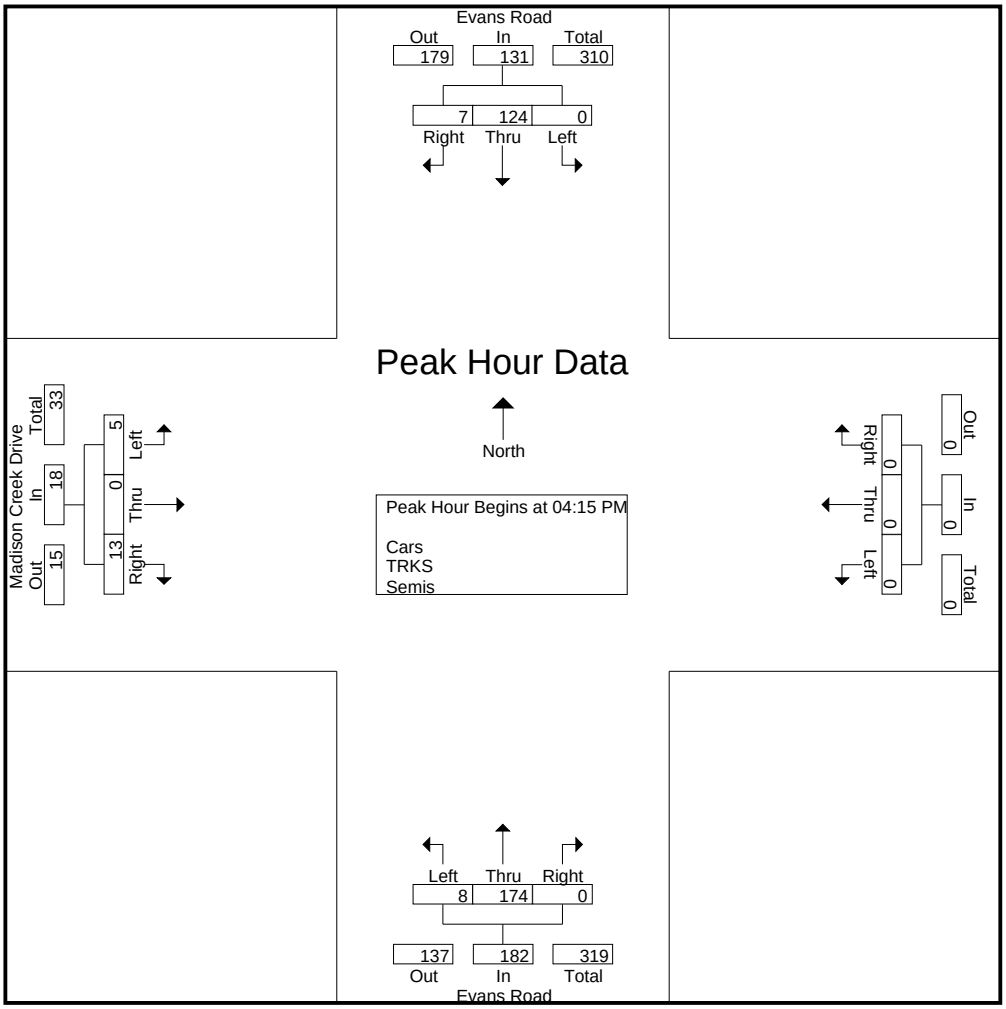
	Evans Road From North				From East				Evans Road From South				Madison Creek Drive From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	0	28	0	28	0	0	0	0	0	14	1	15	1	0	0	1	44
07:15 AM	0	21	0	21	0	0	0	0	0	21	1	22	3	0	0	3	46
07:30 AM	0	17	0	17	0	0	0	0	0	3	1	4	3	0	2	5	26
07:45 AM	1	28	0	29	0	0	0	0	0	18	0	18	2	0	1	3	50
Total Volume	1	94	0	95	0	0	0	0	0	56	3	59	9	0	3	12	166
% App. Total	1.1	98.9	0		0	0	0		0	94.9	5.1		75	0	25		
PHF	.250	.839	.000	.819	.000	.000	.000	.000	.000	.667	.750	.670	.750	.000	.375	.600	.830



Moving forward.
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Suite 100
Raleigh, NC 27609
PH: 919-872-5115

File Name : Evans Road and Madison Creek Drive
Site Code : 00000002
Start Date : 3/11/2021
Page No : 3

	Evans Road From North				From East				Evans Road From South				Madison Creek Drive From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	3	31	0	34	0	0	0	0	0	39	3	42	4	0	2	6	82
04:30 PM	2	33	0	35	0	0	0	0	0	45	2	47	4	0	1	5	87
04:45 PM	0	32	0	32	0	0	0	0	0	41	1	42	3	0	1	4	78
05:00 PM	2	28	0	30	0	0	0	0	0	49	2	51	2	0	1	3	84
Total Volume	7	124	0	131	0	0	0	0	0	174	8	182	13	0	5	18	331
% App. Total	5.3	94.7	0		0	0	0		0	95.6	4.4		72.2	0	27.8		
PHF	.583	.939	.000	.936	.000	.000	.000	.000	.000	.888	.667	.892	.813	.000	.625	.750	.951



TRAFFIC DATA COLLECTION

File Name : Apex(Evans and Humie Olive)AM
Site Code :
Start Date : 9/11/2019
Page No : 1

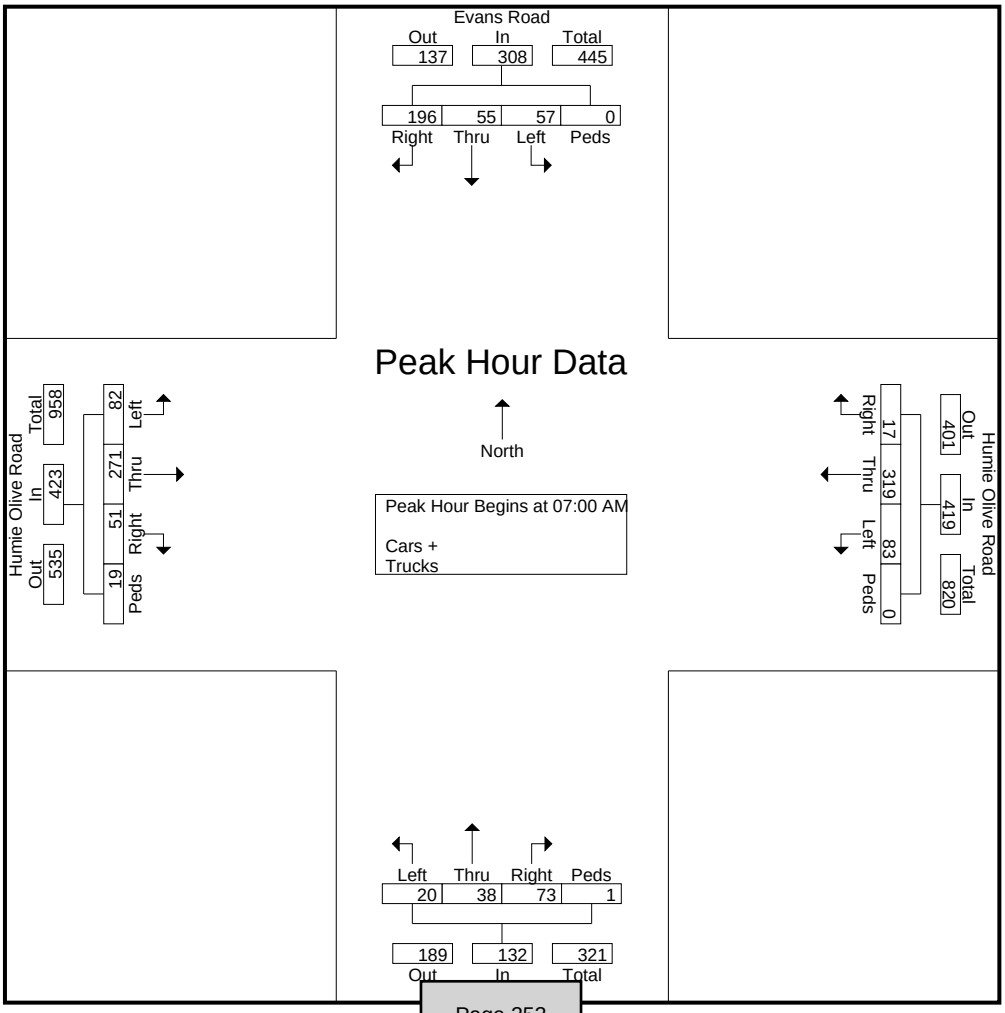
Groups Printed- Cars + - Trucks

	Evans Road Southbound					Humie Olive Road Westbound					School Access Northbound					Humie Olive Road Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
07:00 AM	149	3	12	0	164	2	175	5	0	182	1	2	1	0	4	1	90	34	4	129	479
07:15 AM	20	1	16	0	37	5	49	4	0	58	1	0	0	0	1	7	109	37	1	154	250
07:30 AM	19	14	20	0	53	6	49	18	0	73	1	0	1	1	3	13	32	8	2	55	184
07:45 AM	8	37	9	0	54	4	46	56	0	106	70	36	18	0	124	30	40	3	12	85	369
Total	196	55	57	0	308	17	319	83	0	419	73	38	20	1	132	51	271	82	19	423	1282
08:00 AM	9	14	14	0	37	4	29	26	0	59	41	18	25	0	84	15	48	4	1	68	248
08:15 AM	4	3	7	0	14	6	33	1	0	40	5	2	1	0	8	2	44	9	1	56	118
08:30 AM	11	2	14	0	27	5	30	6	0	41	3	2	0	2	7	0	52	6	3	61	136
08:45 AM	13	0	19	0	32	5	42	2	0	49	5	4	0	1	10	1	63	9	0	73	164
Total	37	19	54	0	110	20	134	35	0	189	54	26	26	3	109	18	207	28	5	258	666
Grand Total	233	74	111	0	418	37	453	118	0	608	127	64	46	4	241	69	478	110	24	681	1948
Apprch %	55.7	17.7	26.6	0		6.1	74.5	19.4	0		52.7	26.6	19.1	1.7		10.1	70.2	16.2	3.5		
Total %	12	3.8	5.7	0	21.5	1.9	23.3	6.1	0	31.2	6.5	3.3	2.4	0.2	12.4	3.5	24.5	5.6	1.2	35	
Cars +	233	74	111	0	418	37	439	118	0	594	127	64	46	4	241	69	468	110	24	671	1924
% Cars +	100	100	100	0	100	100	96.9	100	0	97.7	100	100	100	100	100	100	97.9	100	100	98.5	98.8
Trucks	0	0	0	0	0	0	14	0	0	14	0	0	0	0	0	0	10	0	0	10	24
% Trucks	0	0	0	0	0	0	3.1	0	0	2.3	0	0	0	0	0	0	2.1	0	0	1.5	1.2

TRAFFIC DATA COLLECTION

File Name : Apex(Evans and Humie Olive)AM
Site Code :
Start Date : 9/11/2019
Page No : 2

	Evans Road Southbound					Humie Olive Road Westbound					School Access Northbound					Humie Olive Road Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:00 AM																					
07:00 AM	**149**	3	12	0	**164**	2	**175**	5	0	**182**	1	2	1	0	4	1	90	34	4	129	**479**
07:15 AM	20	1	16	0	37	5	49	4	0	58	1	0	0	0	1	7	**109**	**37**	1	**154**	250
07:30 AM	19	14	**20**	0	53	**6**	49	18	0	73	1	0	1	**1**	3	13	32	8	2	55	184
07:45 AM	8	**37**	9	0	54	4	46	**56**	0	106	**70**	**36**	**18**	0	**124**	**30**	40	3	**12**	85	369
Total Volume	196	55	57	0	308	17	319	83	0	419	73	38	20	1	132	51	271	82	19	423	1282
% App. Total	63.6	17.9	18.5	0		4.1	76.1	19.8	0		55.3	28.8	15.2	0.8		12.1	64.1	19.4	4.5		
PHF	.329	.372	.713	.000	.470	.708	.456	.371	.000	.576	.261	.264	.278	.250	.266	.425	.622	.554	.396	.687	.669



TRAFFIC DATA COLLECTION

File Name : Apex(Evans and Humie Olive)PM
Site Code :
Start Date : 9/11/2019
Page No : 1

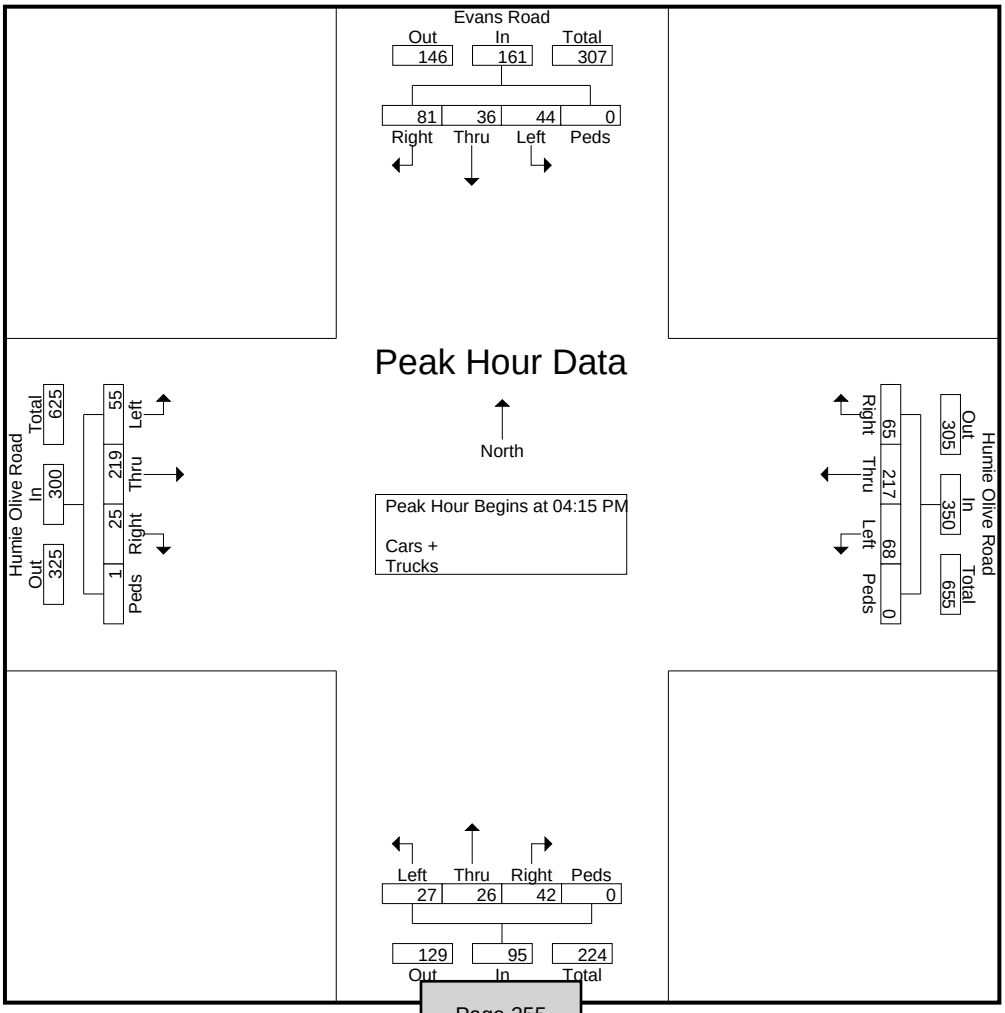
Groups Printed- Cars + - Trucks

	Evans Road Southbound					Humie Olive Road Westbound					School Access Northbound					Humie Olive Road Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:00 PM	13	2	7	0	22	11	48	7	0	66	6	3	3	0	12	3	48	11	0	62	162
04:15 PM	31	6	11	0	48	14	54	13	0	81	3	5	6	0	14	2	48	8	0	58	201
04:30 PM	22	9	12	0	43	15	66	28	0	109	16	10	7	0	33	8	78	24	0	110	295
04:45 PM	10	18	11	0	39	15	52	21	0	88	19	7	10	0	36	15	46	12	1	74	237
Total	76	35	41	0	152	55	220	69	0	344	44	25	26	0	95	28	220	55	1	304	895
05:00 PM	18	3	10	0	31	21	45	6	0	72	4	4	4	0	12	0	47	11	0	58	173
05:15 PM	16	1	8	0	25	18	51	3	0	72	1	0	1	0	2	0	43	8	0	51	150
05:30 PM	15	0	6	0	21	20	86	1	0	107	20	18	8	0	46	2	42	15	2	61	235
05:45 PM	15	2	4	0	21	11	68	5	0	84	4	5	2	0	11	3	79	28	0	110	226
Total	64	6	28	0	98	70	250	15	0	335	29	27	15	0	71	5	211	62	2	280	784
Grand Total	140	41	69	0	250	125	470	84	0	679	73	52	41	0	166	33	431	117	3	584	1679
Apprch %	56	16.4	27.6	0		18.4	69.2	12.4	0		44	31.3	24.7	0		5.7	73.8	20	0.5		
Total %	8.3	2.4	4.1	0	14.9	7.4	28	5	0	40.4	4.3	3.1	2.4	0	9.9	2	25.7	7	0.2	34.8	
Cars +	140	41	69	0	250	125	462	84	0	671	73	52	41	0	166	33	425	117	3	578	1665
% Cars +	100	100	100	0	100	100	98.3	100	0	98.8	100	100	100	0	100	100	98.6	100	100	99	99.2
Trucks	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	6	0	0	6	14
% Trucks	0	0	0	0	0	0	1.7	0	0	1.2	0	0	0	0	0	0	1.4	0	0	1	0.8

TRAFFIC DATA COLLECTION

File Name : Apex(Evans and Humie Olive)PM
Site Code :
Start Date : 9/11/2019
Page No : 2

	Evans Road Southbound					Humie Olive Road Westbound					School Access Northbound					Humie Olive Road Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	**31**	6	11	0	**48**	14	54	13	0	81	3	5	6	0	14	2	48	8	0	58	201
04:30 PM	22	9	**12**	0	43	15	**66**	**28**	0	**109**	16	**10**	7	0	33	8	**78**	**24**	0	**110**	**295**
04:45 PM	10	**18**	11	0	39	15	52	21	0	88	**19**	7	**10**	0	**36**	**15**	46	12	**1**	74	237
05:00 PM	18	3	10	0	31	**21**	45	6	0	72	4	4	4	0	12	0	47	11	0	58	173
Total Volume	81	36	44	0	161	65	217	68	0	350	42	26	27	0	95	25	219	55	1	300	906
% App. Total	50.3	22.4	27.3	0		18.6	62	19.4	0		44.2	27.4	28.4	0		8.3	73	18.3	0.3		
PHF	.653	.500	.917	.000	.839	.774	.822	.607	.000	.803	.553	.650	.675	.000	.660	.417	.702	.573	.250	.682	.768



APPENDIX C

SIGNAL PLANS

APPENDIX D

ADJACENT DEVELOPMENT INFORMATION

Traffic Impact Analysis Update
Friendship Station
Apex, NC

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

TRAFFIC IMPACT ANALYSIS UPDATE

FOR

FRIENDSHIP STATION

LOCATED

IN

APEX, NORTH CAROLINA

Prepared For:
Parkside Development Group, LLC
PO Box 1438
Apex, NC 27502

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

NORTH CAROLINA PROFESSIONAL SEAL 037348 ENGINEER THOMAS A. ARCHER
28 MARCH 2017

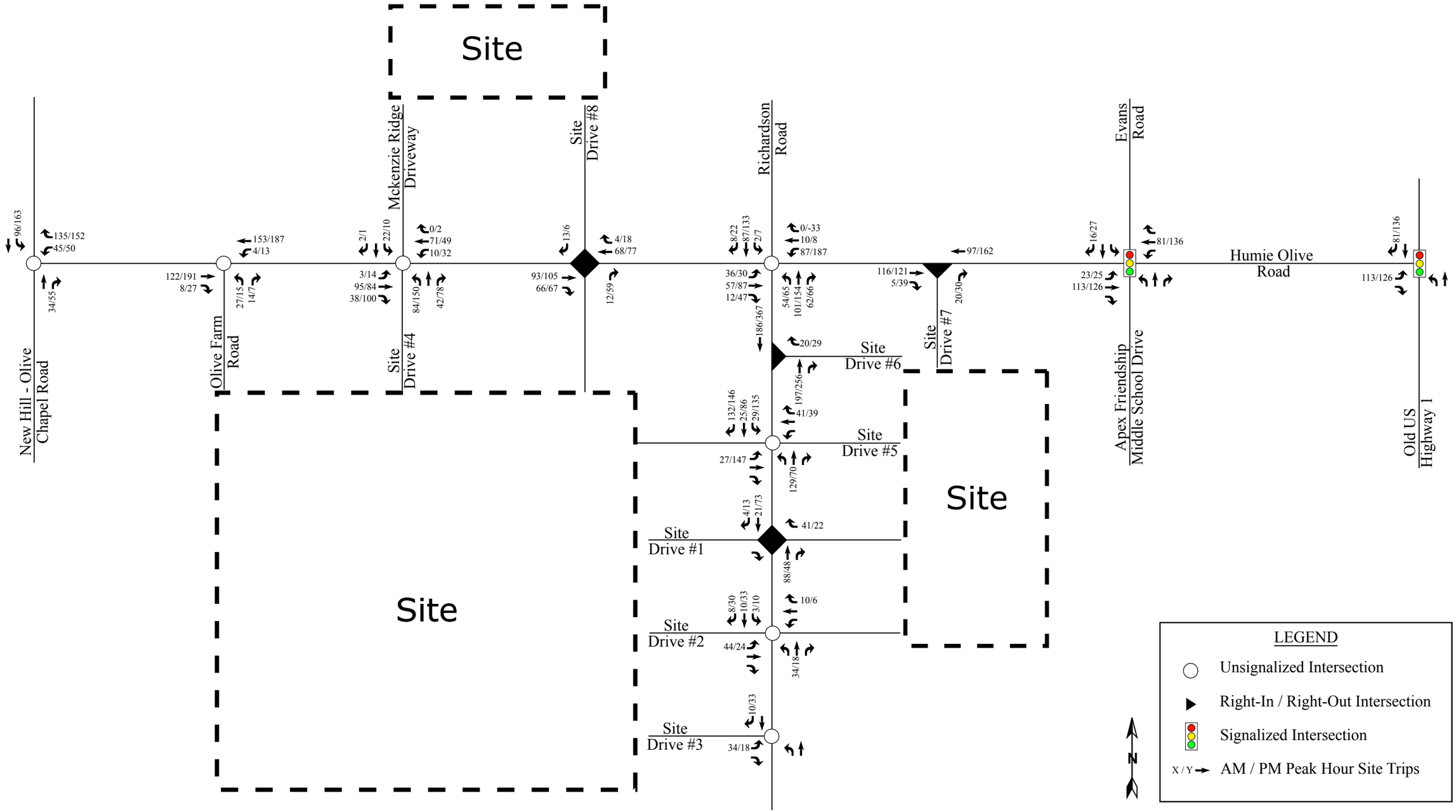
March 2017

RKA Project No. 16238

Prepared By: DBL

Reviewed By: TAA

FRIENDSHIP STATION
RAGAN ROAD
McKENZIE
HOMER OLIVE ROAD
±21 AC
RETAIL/OFFICE
RICHARDSON ROAD
SITE DATA
RETAIL 44,000 SF
APARTMENTS 185
20' x 50' T/H (PARK) 31
22' x 45' T/H (ALLEY) 100
24' x 55' T/H (2 CAR) 206
34' x 110' ALLEY LOTS 74
40' x 115' LOTS 96
50' x 110' RANCH LOTS 66 (55+)
55' x 115' LOTS 80
838 RES. UNITS
1" = 200'
Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
221 N. Salem St., Suite 001
PO Box 1062
Apex, NC 27502
3-2-17



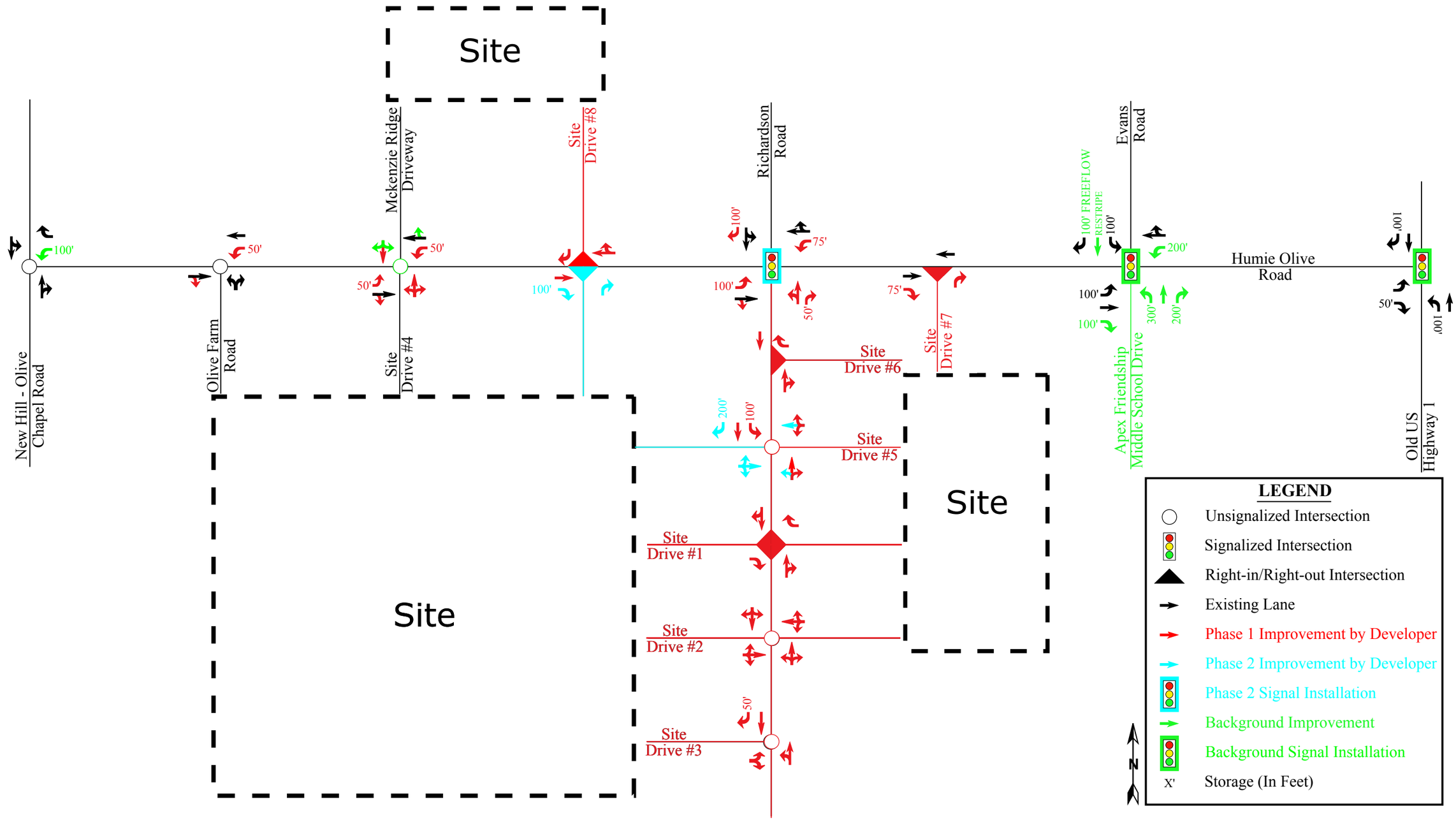
RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Friendship Station Update
Apex, NC

Total Site Trip Assignment
Phase 2

Scale: Not to Scale

Figure 12b



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Friendship Station Update
Apex, NC

Recommended Lane Configurations

Scale: Not to Scale

Figure 14

Based on proposed improvements by the Friendship Station Interim Build adjacent development, the site's low contribution to the traffic at this intersection, and the nature of peak hour traffic volumes in areas consisting predominately of residential and school development, no additional improvements, beyond the original identified eastbound left-turn lane, are recommended by the proposed development.

Findings and Summary

This traffic study was conducted to determine the potential traffic impacts for the intersection of Humie Olive Road and Richardson Road as a result of the Heelan Property development. The proposed development is expected to consist of 250 single-family detached homes and 268 townhomes and is located in the southeast quadrant at the intersection of Humie Olive Road and New Hill Olive Chapel Road in Apex, North Carolina.

It is estimated that the proposed development will generate approximately 4,410 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 304 trips (73 entering and 231 exiting) will occur during the weekday AM peak hour and 387 (243 entering and 144 exiting) will occur during the weekday PM peak hour. This study analyzed the traffic conditions during the weekday AM and PM peak hour for the following scenarios:

- Background (2026) Traffic Conditions
- Combined (2026) Traffic Conditions

Additionally, peak hour signal warrants were considered for the above scenarios and warrants for the weekday PM peak hour are not expected to be met. Based on the findings of this study, Heelan Property is not expected to have a significant impact on the surrounding roadway network; therefore, no additional improvements are recommended as a part of the proposed development for this addendum.

Refer to the original TIA for original recommendations and Appendix A for the Recommended Lane Configuration figure.

If you should have any questions, please feel free to contact me at (919) 872-5115.

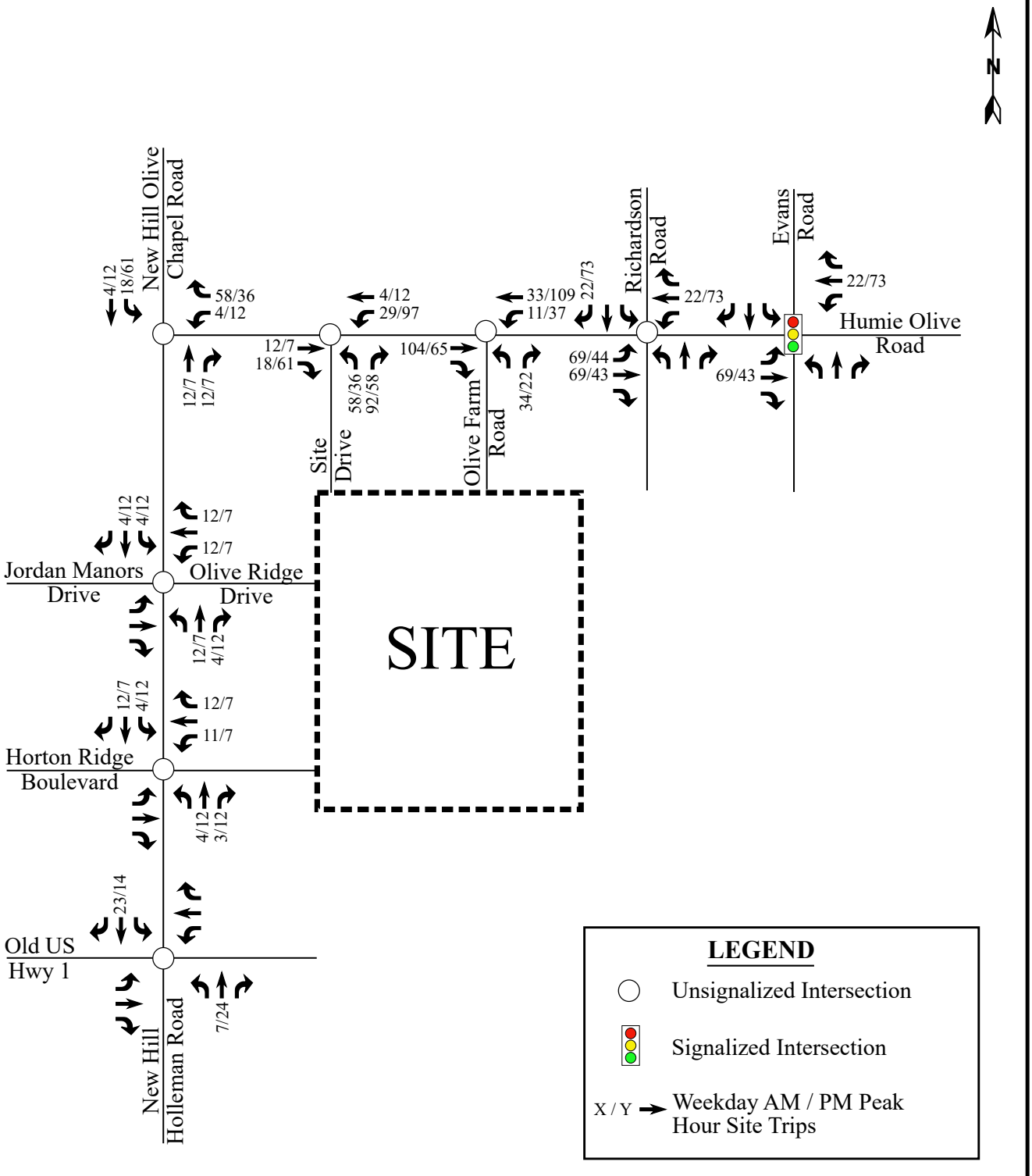
Sincerely,

NORTH CAROLINA PROFESSIONAL SEAL 039251 ENGINEER JOSHUA T. REINKE

11-15-19

Joshua Reinke, P.E.
Transportation Manager
RAMEY KEMP & ASSOCIATES, INC.
NC Corporate License # C-0910

Attachments: Appendix

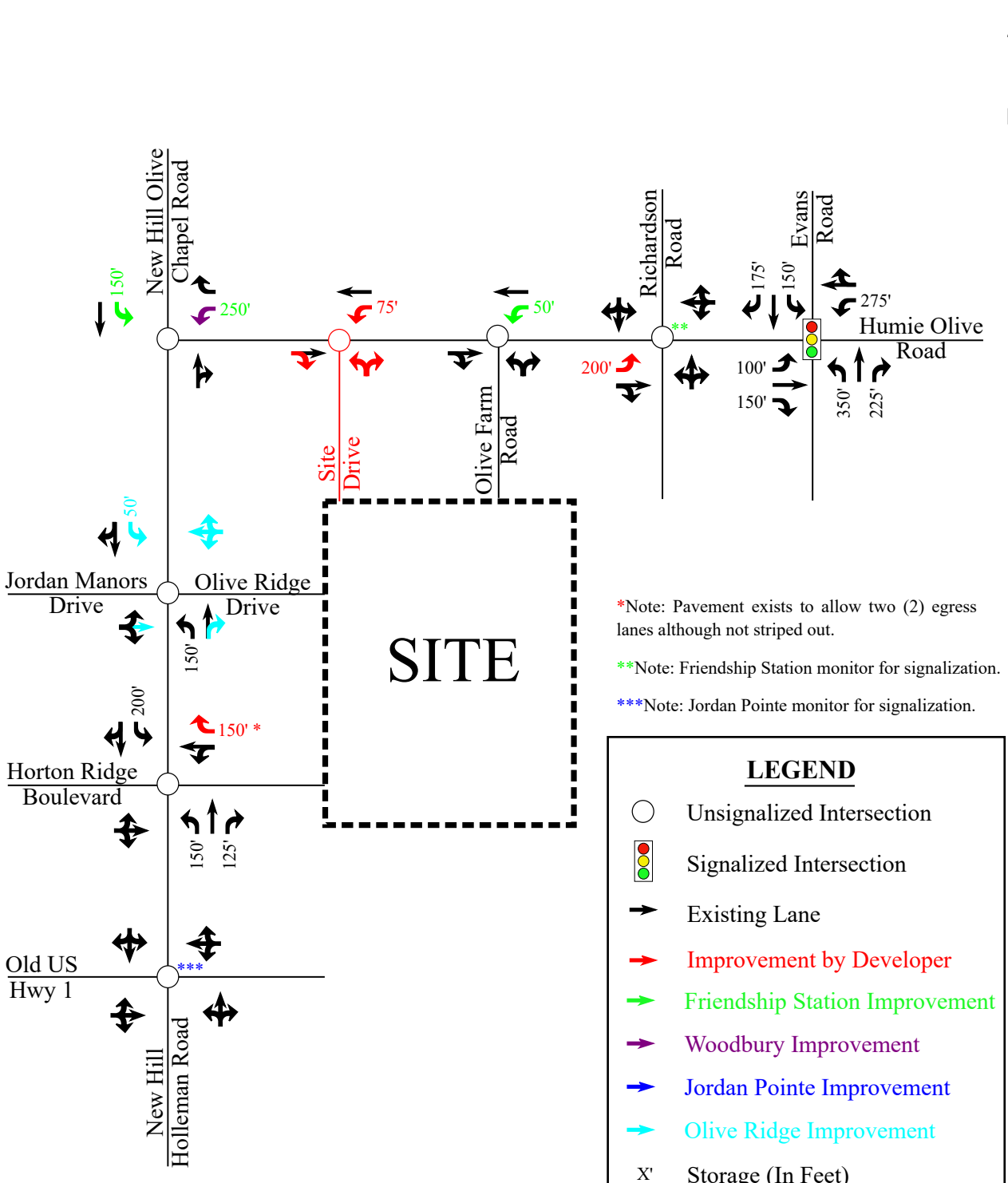


RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Heelan Property
Apex, NC

Site Trip Assignment

Scale: Not to Scale



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Heelan Property
Apex, NC

Recommended Lane Configurations

Scale: Not to Scale

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC
NC License #F-0102

May 29, 2015

DocuSigned by:
E9D625BFBC3E429...

5/29/2015

Mr. Colen Davidson
Milestone Developments, LLC.
140 Towerview Ct.
Cary, NC 27513

RE: ***Finkle and Haus Assemblage – Traffic Impact Analysis***

Dear Mr. Davidson:

Kimley-Horn and Associates, Inc. has revised the Traffic Impact Analysis (originally dated February 27, 2015) for the proposed residential development located on the west side of New Hill Olive Chapel Road in Apex, NC. The proposed development will consist of approximately 240 single-family homes split between 2 parcels (approximately 160 units in the northern parcel and 80 units in the southern parcel) and is expected to be completed (built-out) by the year 2018. The northern parcel is proposed to be accessed by two full-movement driveways on New Hill Olive Chapel Road, and the southern parcel is proposed to be access by two full-movement driveways on the Proposed Collector Road that will tie to New Hill Olive Chapel Road along the south end of the site. Figure 1 shows the site location, and Figure 2 shows the proposed site plan.

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. The three traffic conditions studied include the existing (2015) traffic condition, the projected (2018) background traffic condition, and the projected (2018) build-out traffic condition. Analyses were performed for the weekday AM and PM peak hours. The study area consists of the following intersections:

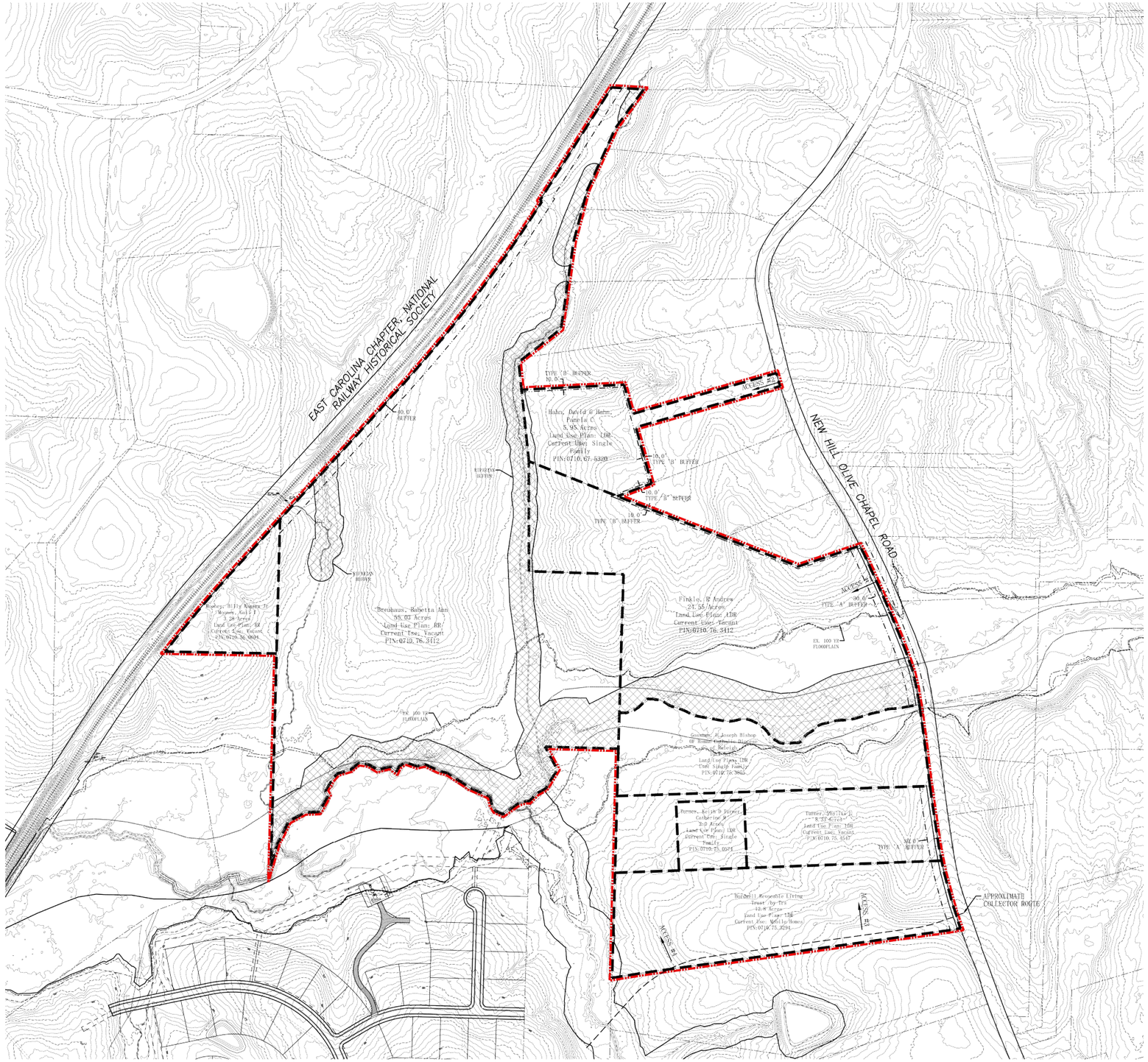
- New Hill Olive Chapel Road & Old US Hwy 1
- New Hill Olive Chapel Road & Humie Olive Road
- New Hill Olive Chapel Road & Proposed Site Access 1
- New Hill Olive Chapel Road & Proposed Site Access 2
- New Hill Olive Chapel Road & Proposed Collector Road (to connect with Site Access 3, 4)

Background Traffic

AM and PM peak hour traffic counts were performed at the following intersections on January 22, 2015:

- New Hill Olive Chapel Road & Old US Hwy 1
- New Hill Olive Chapel Road & Humie Olive Road

The existing AM and PM peak hour turning movement volumes are shown on Figures 3 and 4, respectively. A 3% annual growth factor was applied to the existing volumes to account for ambient



Wm. G. Daniel & Assoc.
Engineering Planning
Site Design
1150 SE MAYNARD ROAD
SUITE 260
CARY, NC 27511
(919) 467-9708
C-0329

Revisions
05/13/15 Added parcels and increased unit count to 240

DEVELOPER:
Milestone Developments, LLC
142 Towerview Court
Cary, NC 27513
(919) 417-4429

Project
Finkle and Haus
New Hill Olive Chapel Road

Basemap

Date
February 20, 2015

Scale
1" = 200'

Sheet
CS-0

FIGURE 2

SITE PLAN

FINKLE & HAUS ASSEMBLANGE
APEX, NC
TRAFFIC IMPACT ANALYSIS

Kimley»Horn

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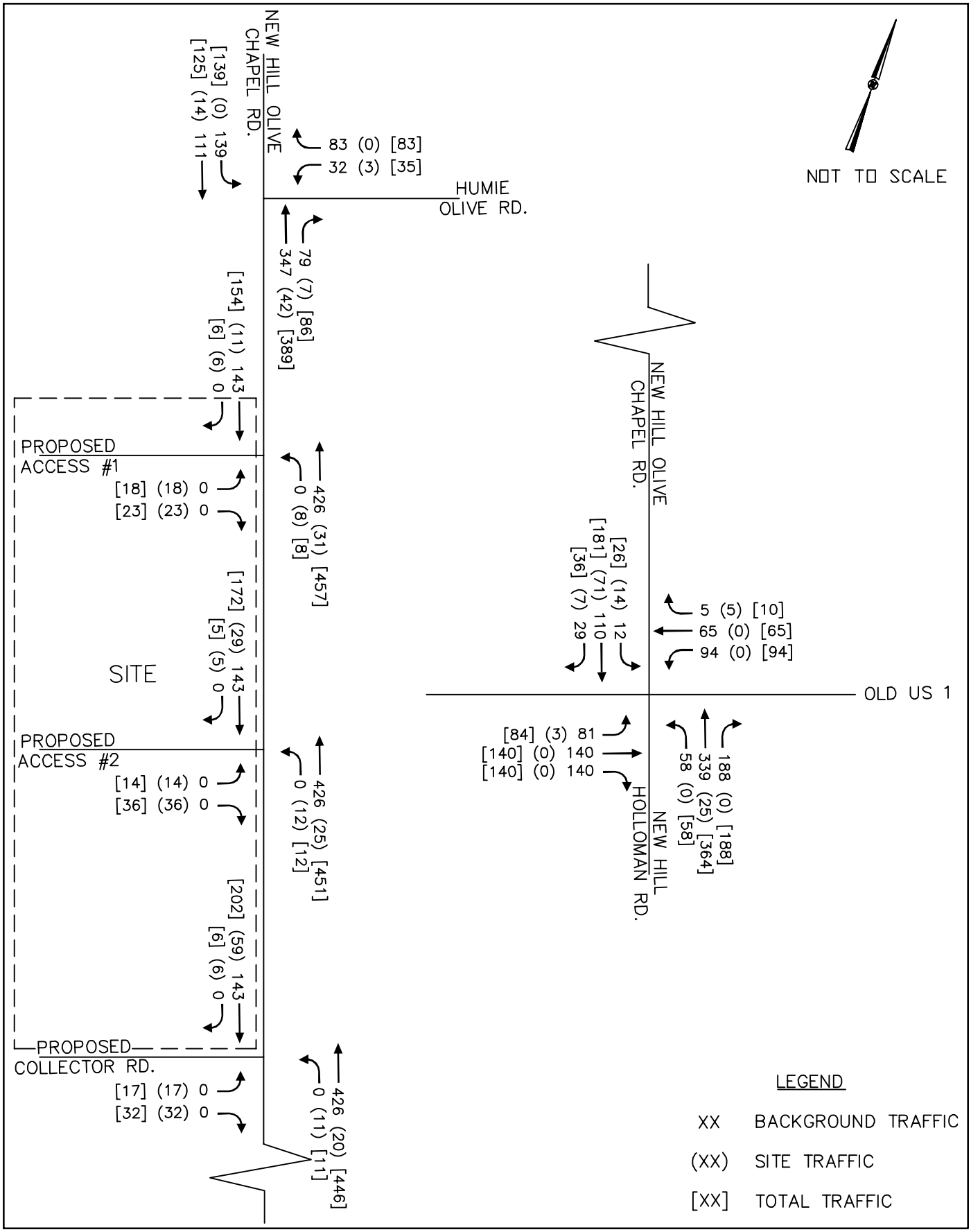
K:\RAL_TPTO_Traffic\017000000 Finkle and Haus\T5 - Report-Submittals\Appendix\Figures\Finkle_Figures.dwg



Kimley»Horn

FINKLE & HAUS ASSEMBLAGE
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED (2018)
BUILD-OUT AM PEAK HOUR
TRAFFIC VOLUMES

FIGURE
6

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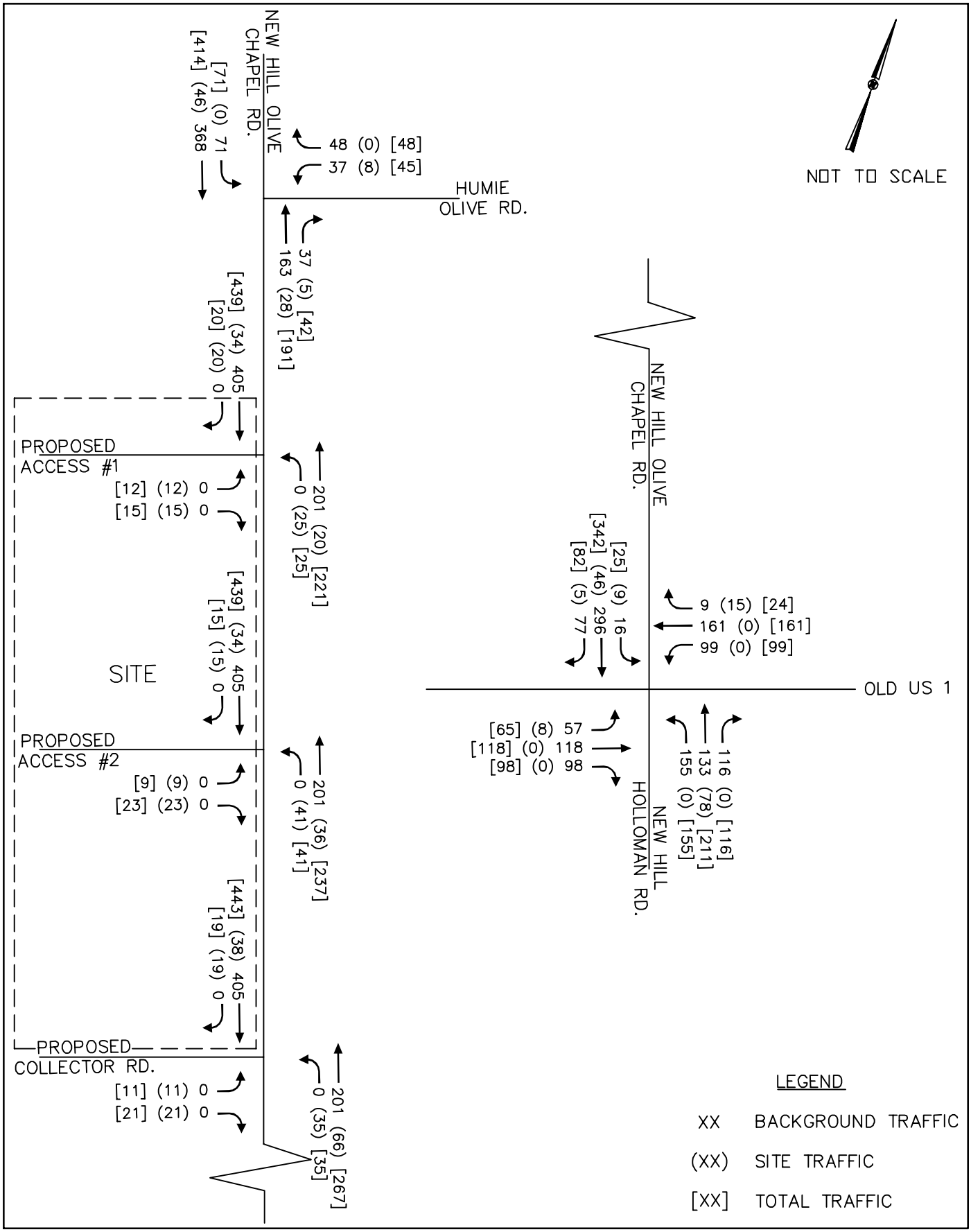

Kimley»Horn

FINKLE & HAUS ASSEMBLAGE
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED (2018)
BUILD-OUT PM PEAK HOUR
TRAFFIC VOLUMES

FIGURE
7

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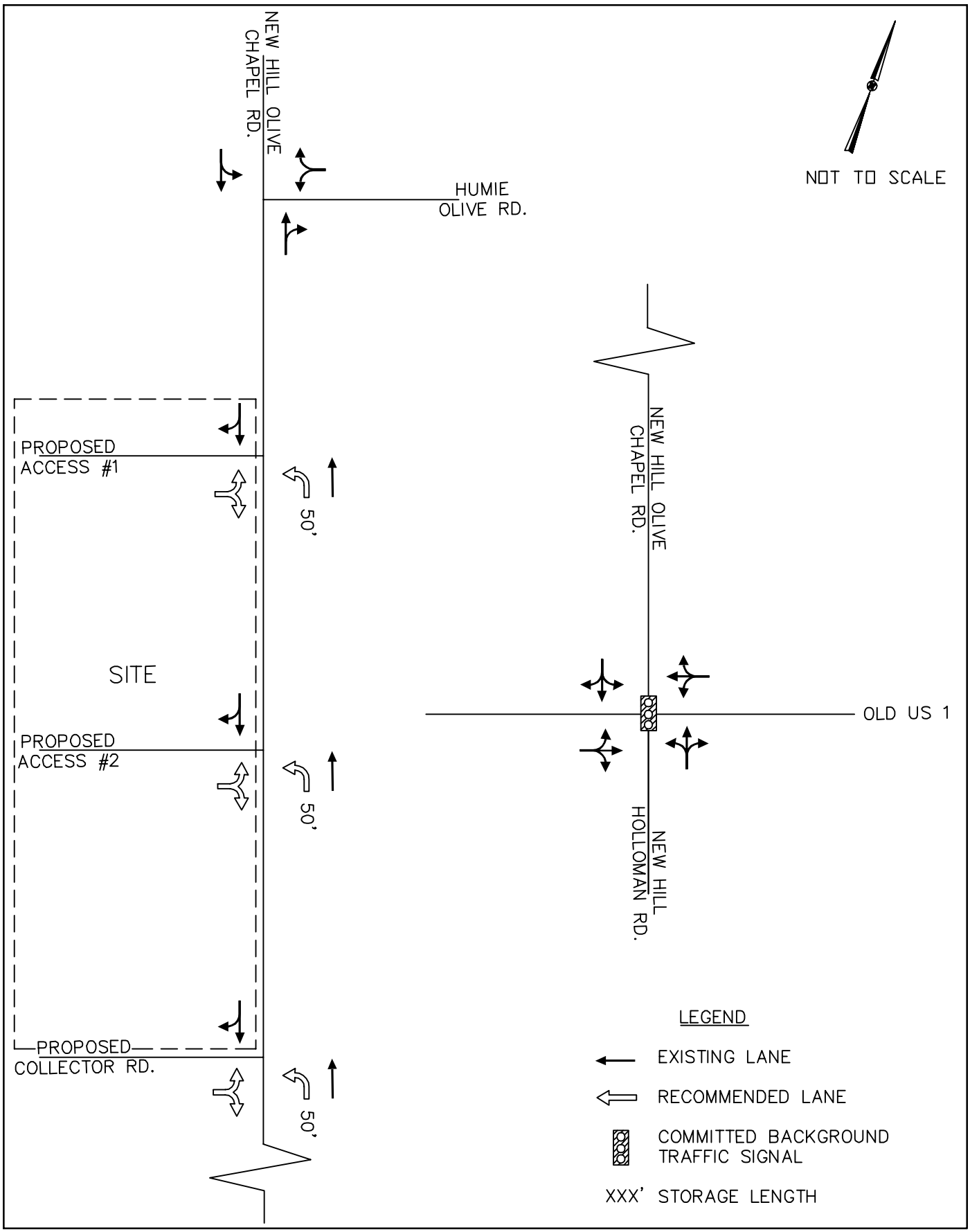

Kimley»Horn	FINKLE & HAUS ASSEMBLAGE APEX, NC TRAFFIC IMPACT ANALYSIS	RECOMMENDED ROADWAY LANEAGE	FIGURE 8

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Analysis indicates the side-street approaches for the unsignalized intersection of Old US 1 at New Hill Olive Chapel Road / New Hill Holleman Road is currently operating with short delays in the AM peak hour and moderate delays in the PM peak hour and is expected to continue operating with short delays in the AM peak hour and moderate delays in the PM peak hour for the background condition. The side-street approaches are expected to operate with long delays in both the AM and PM peak hours for the build-out traffic condition.

Upon build-out of the proposed development, volumes at the intersection of Old US 1 at New Hill Olive Chapel Road / New Hill Holleman Road are expected to meet traffic signal warrants. With signalization, the intersection is expected to operate at LOS B in both the AM and PM peak hours for the build-out traffic condition.

Recommendations

Based on the capacity analyses and criteria from NCDOT, the following roadway improvements are recommended:

Old US 1 at Horton Road

- Construct an eastbound right-turn lane with 75' of full-width storage on Old US 1

Old US 1 at Site Driveway #3

- Construct an eastbound right-turn lane with 125' of full-width storage on Old US 1
- Construct a westbound left-turn lane with 50' of full-width storage on Old US 1

Old US 1 at New Hill Olive Chapel Road / New Hill Holleman Road

- Signalize when warrants are met

The existing roadway network and recommended roadway improvements are shown on **Figure 6**. If you have any further questions or comments please do not hesitate to call me at 919-677-2062.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
NC License # F-0102

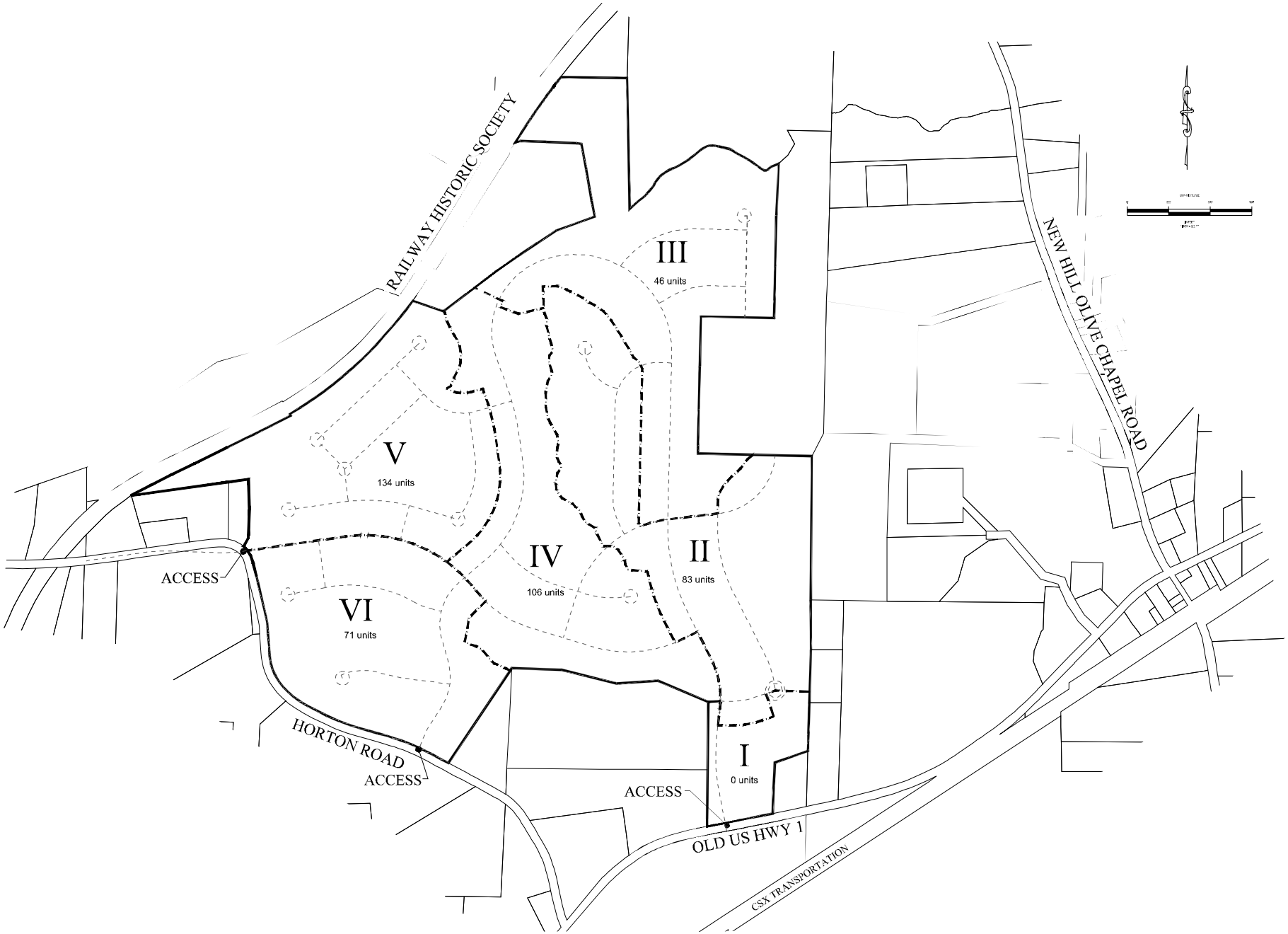
R. Michael Horn

NORTH CAROLINA PROFESSIONAL SEAL 14510 ENGINEER ROSS MICHAEL HORN

R. Michael Horn, P.E.
Principal

Attachments: Site Plan, Trip Generation Table, Traffic Counts, Intersection Worksheets, Signal Warrant Spreadsheet, Figures 1-6, Synchro LOS Reports

K:\RAL_TPTO_Traffic\012576000 Lawrence Assemblage\T5 - Report-Submittals\Lawrence Assemblage TIA.doc



Wm. G. Daniel & Assoc.
Engineering Planning
Site Design
1150 SE MAYNARD ROAD
SUITE 260
CARY, NC 27511
(919) 467-6708
C-0329

Revisions

DEVELOPER:
Impact Homes, LLC
140 Towerview Court
Cary, NC 27513
(919) 463-9940

Project

Jordan Pointe

Schematic Circulation Plan

Date

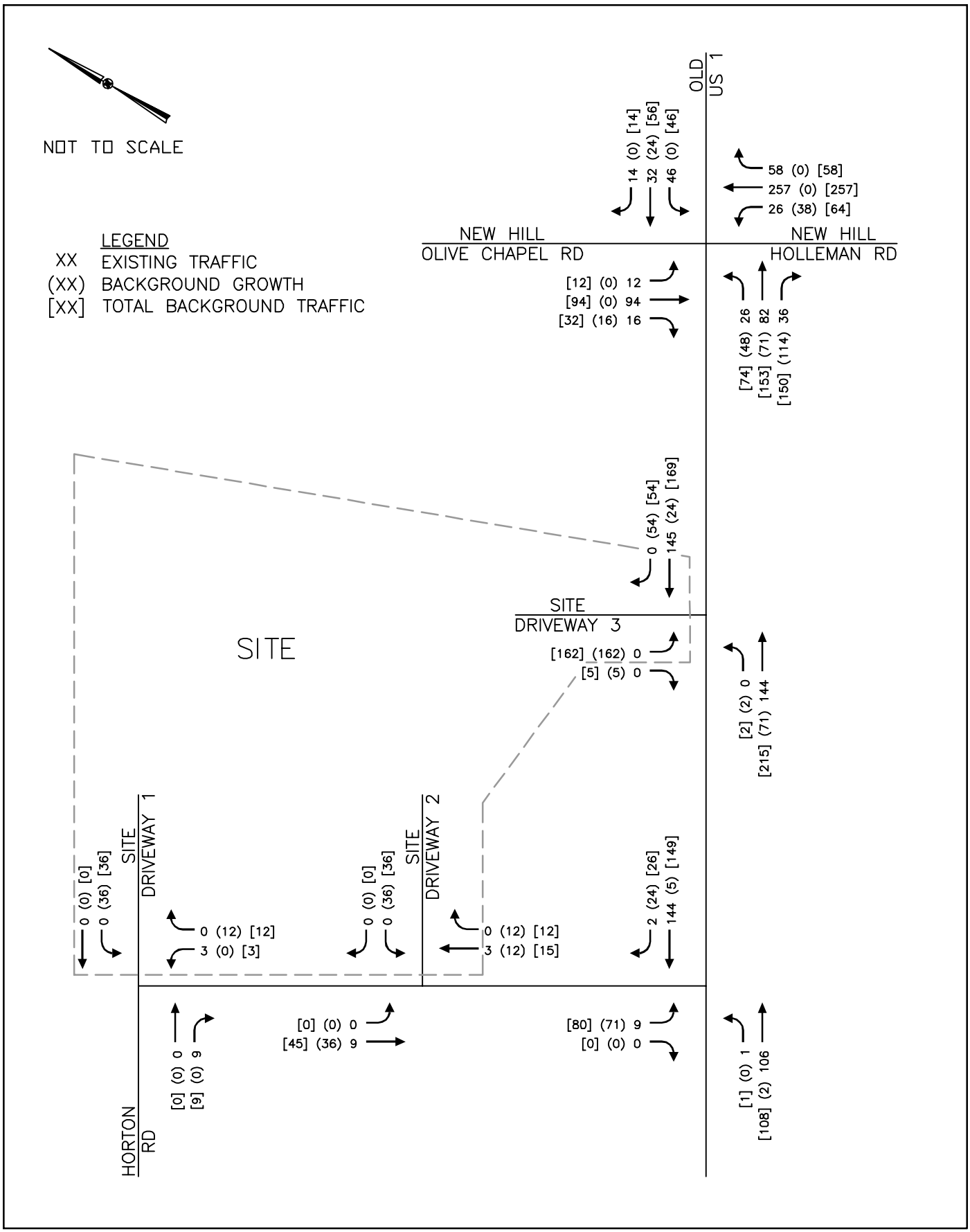
October 4, 2013

Scale

1" = 300'

Sheet

1



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Kimley-Horn and Associates, Inc.

LAWRENCE ASSEMBLAGE
TRAFFIC IMPACT ANALYSIS

PROJECTED (2016)
AM PEAK HOUR BUILDOUT
TRAFFIC VOLUMES

FIGURE
4

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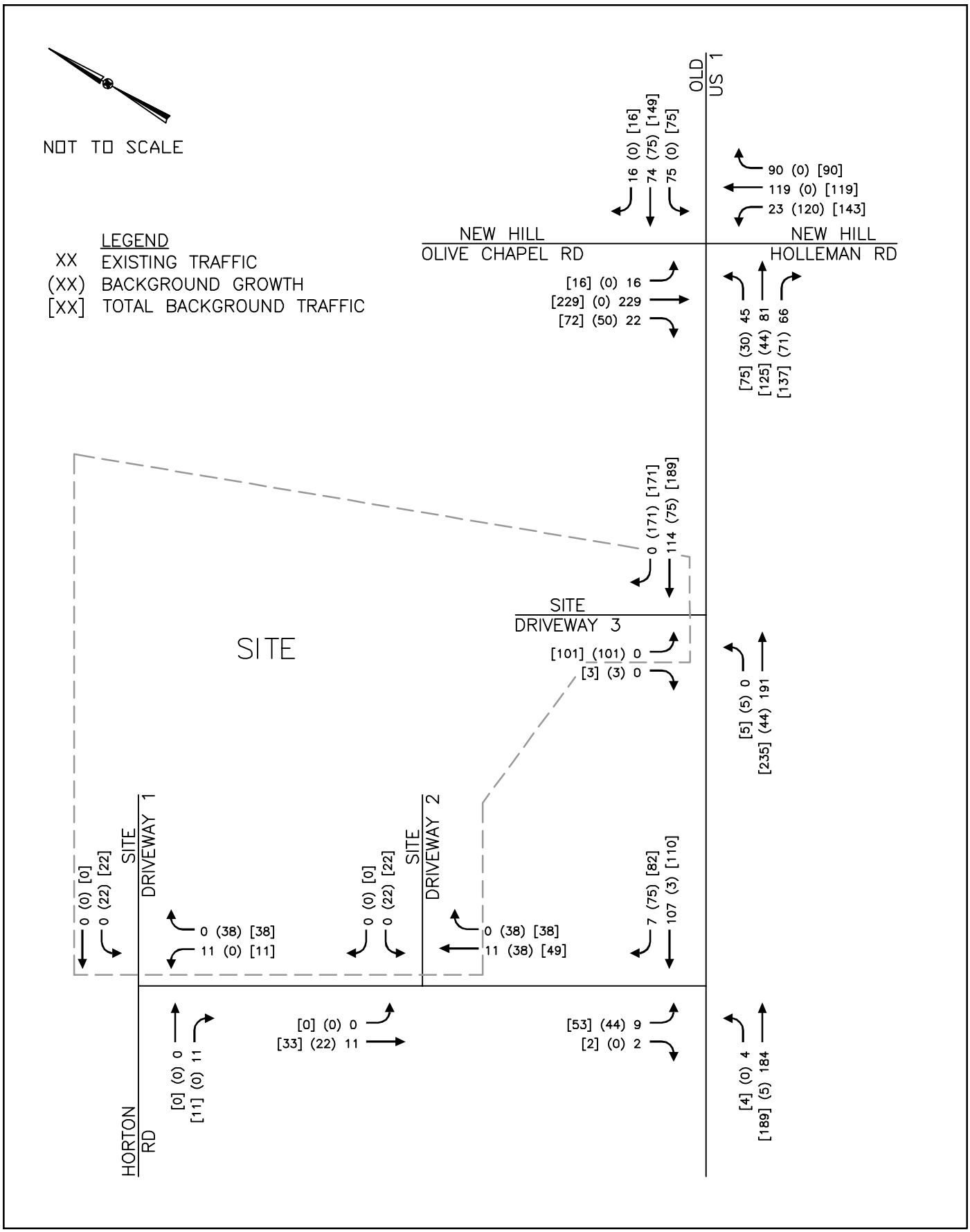

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Kimley-Horn and Associates, Inc.

LAWRENCE ASSEMBLAGE
TRAFFIC IMPACT ANALYSIS

PROJECTED (2016)
PM PEAK HOUR BUILDOUT
TRAFFIC VOLUMES

FIGURE
5

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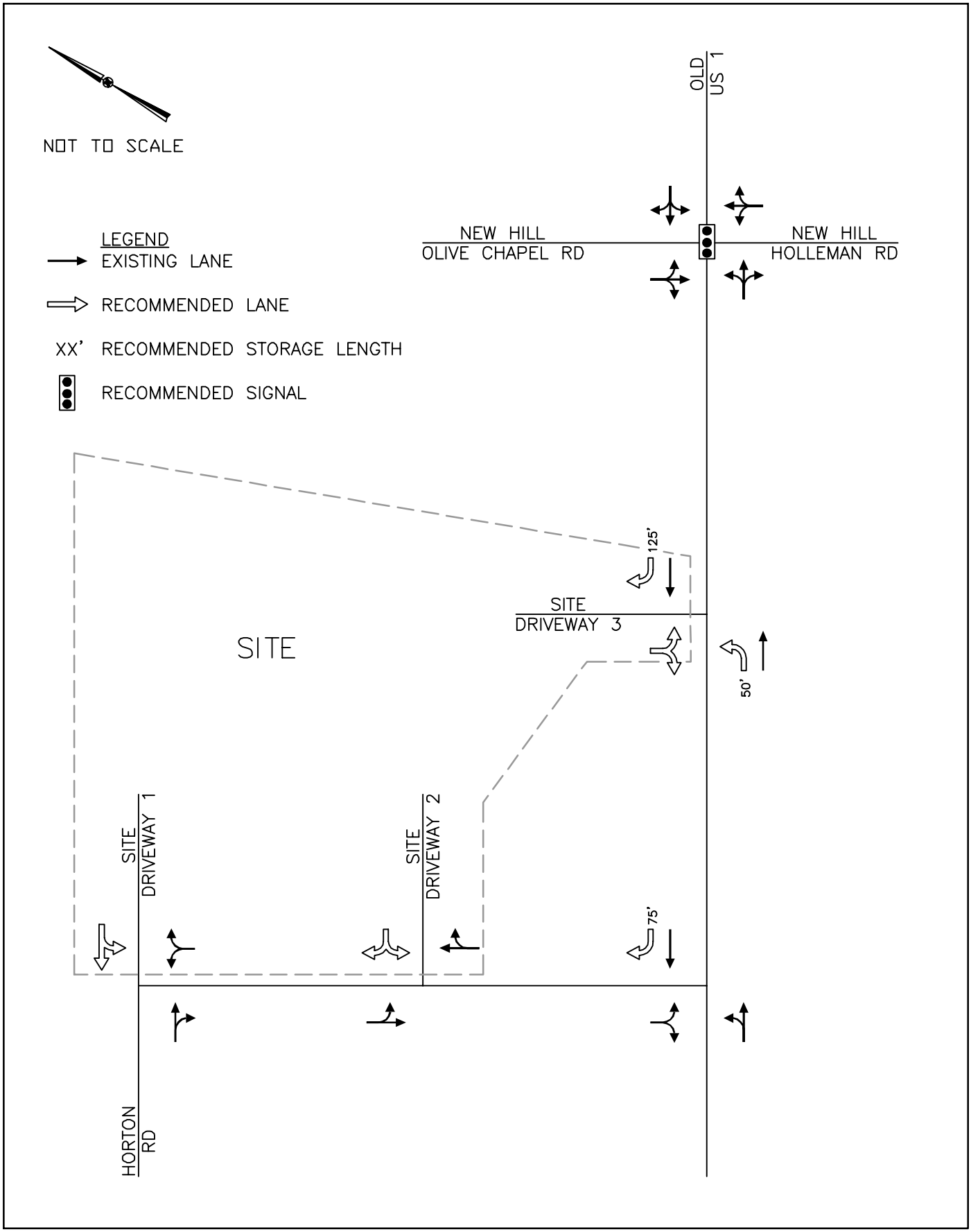

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Kimley-Horn and Associates, Inc.

LAWRENCE ASSEMBLAGE
TRAFFIC IMPACT ANALYSIS

RECOMMENDED ROADWAY IMPROVEMENTS

FIGURE 6

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TRAFFIC IMPACT ANALYSIS

FOR

NEW HILL ASSEMBLY

LOCATED

IN

APEX, NORTH CAROLINA

Prepared For:
Forsyth Investments Company, LLC
414 Forsyth Street
Raleigh, NC 27609

NORTH CAROLINA PROFESSIONAL SEAL 040324 ENGINEER JESSICA McCLURE

4/20/18

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

April 2018

RKA Project No. 18120

Prepared By: NB

Reviewed By: JM

SKETCH PLAN 1
SCALE: 1"= 100'

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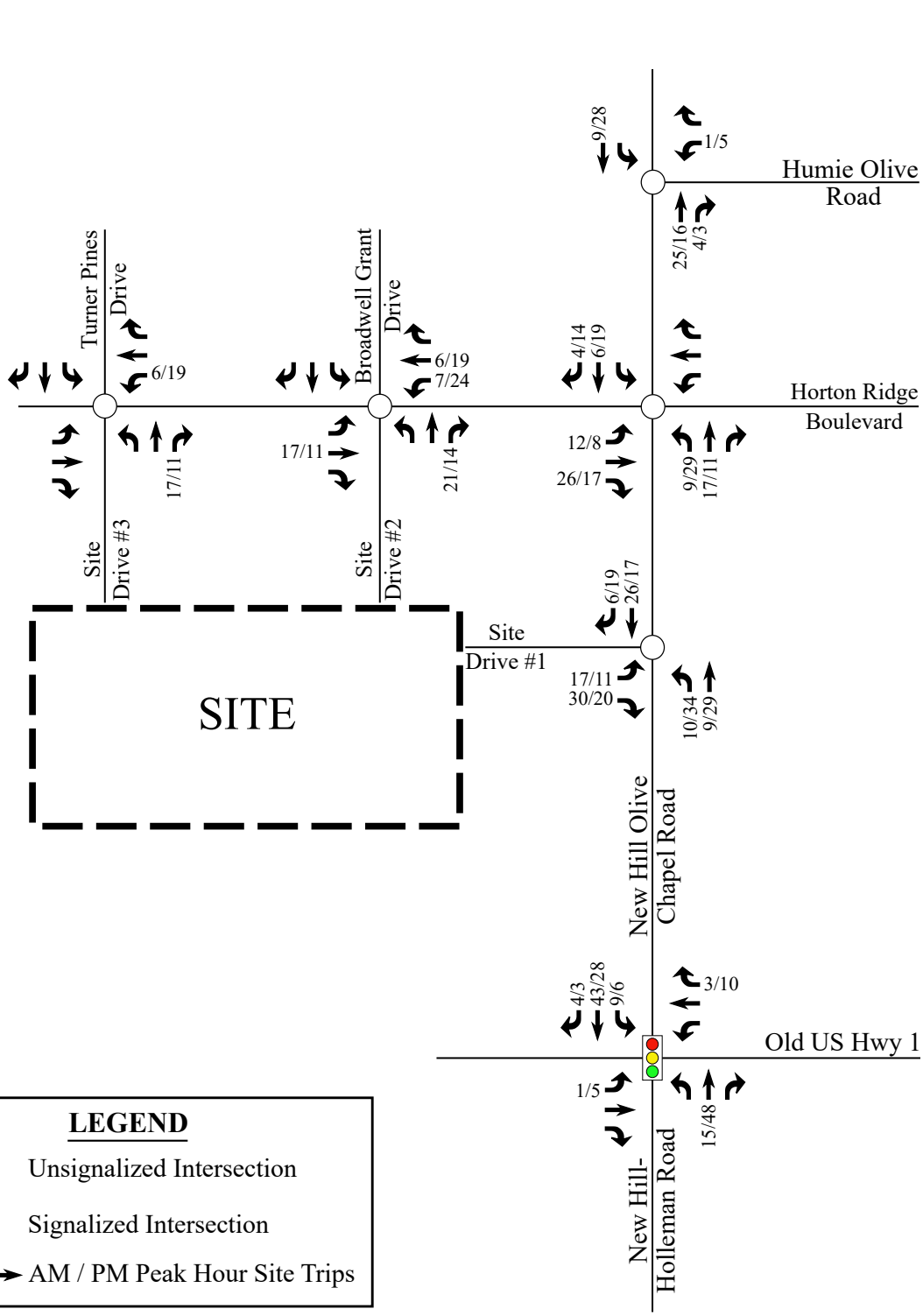
sheet: SP-1
scale: 1" = 100'
dwg by: JE
chkd by: JR
date: March 5, 2018
proj #: 170901
title: SKETCH PLAN

No.	DATE	REVISION	BY
1			

project:
NEW HILL ASSEMBLY
HILL OLIVE CHAPEL ROAD @
TON RIDGE ROAD
BUCKHORN TOWNSHIP
APEX, NORTH CAROLINA

PEAK Engineering & Design
5448 Apex Peakway #368 | Apex, NC 27502
ph: 919.439.0100 fax: 919.439.6411
www.PeakEngineeringDesign.com
NC License #P-0673



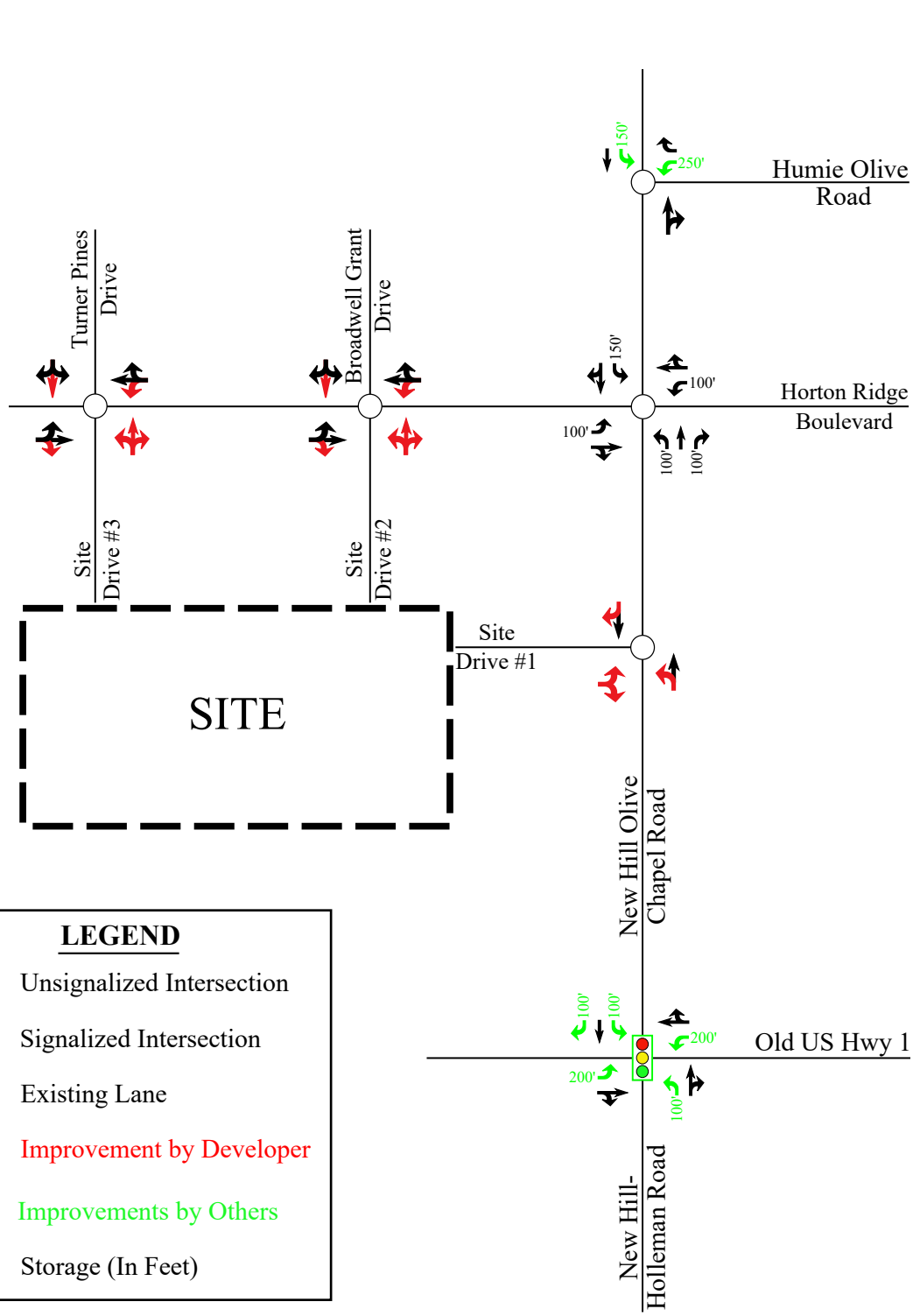
RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

New Hill Assembly
Apex, NC

Site
Trip Assignment

Scale: Not to Scale

Figure 9



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

New Hill Assembly
Apex, NC

Recommended Lane Configurations

Scale: Not to Scale

Figure 11

TRAFFIC IMPACT ANALYSIS

FOR

OLIVE RIDGE

LOCATED

IN

APEX, NORTH CAROLINA

Prepared For:
Rob Tessar
Weekley Homes, LLC
1901 N. Harrison Avenue, Suite 200
Cary, NC 27513

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

December 2018

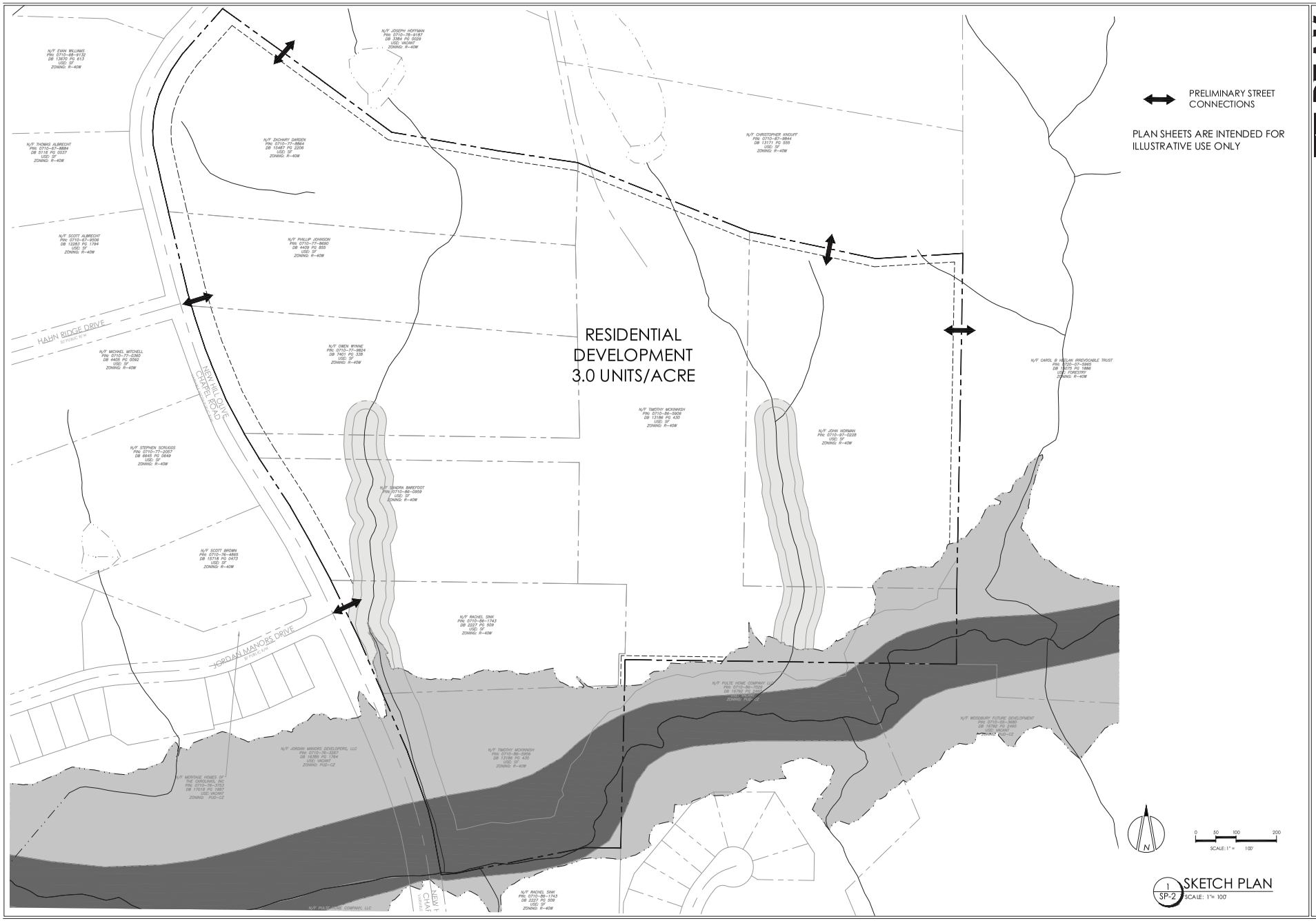
NORTH CAROLINA PROFESSIONAL SEAL 028926 ENGINEER RYAN Q. STEPHENSON

12-20-18

RKA Project No. 18357

Prepared By: NB

Reviewed By: RS



1 SP-2 SKETCH PLAN
SCALE: 1"= 100'

PEAK Engineering & Design
5448 Apex Peakway #368 | Apex, NC 27502
ph: 919.439.0100 fax: 919.439.6411
www.PeakEngineeringDesign.com

NC License #P-0673

project:
OLIVE RIDGE SUBDIVISION
HILL OLIVE CHAPEL ROAD
KHORN TOWNSHIP
, NORTH CAROLINA

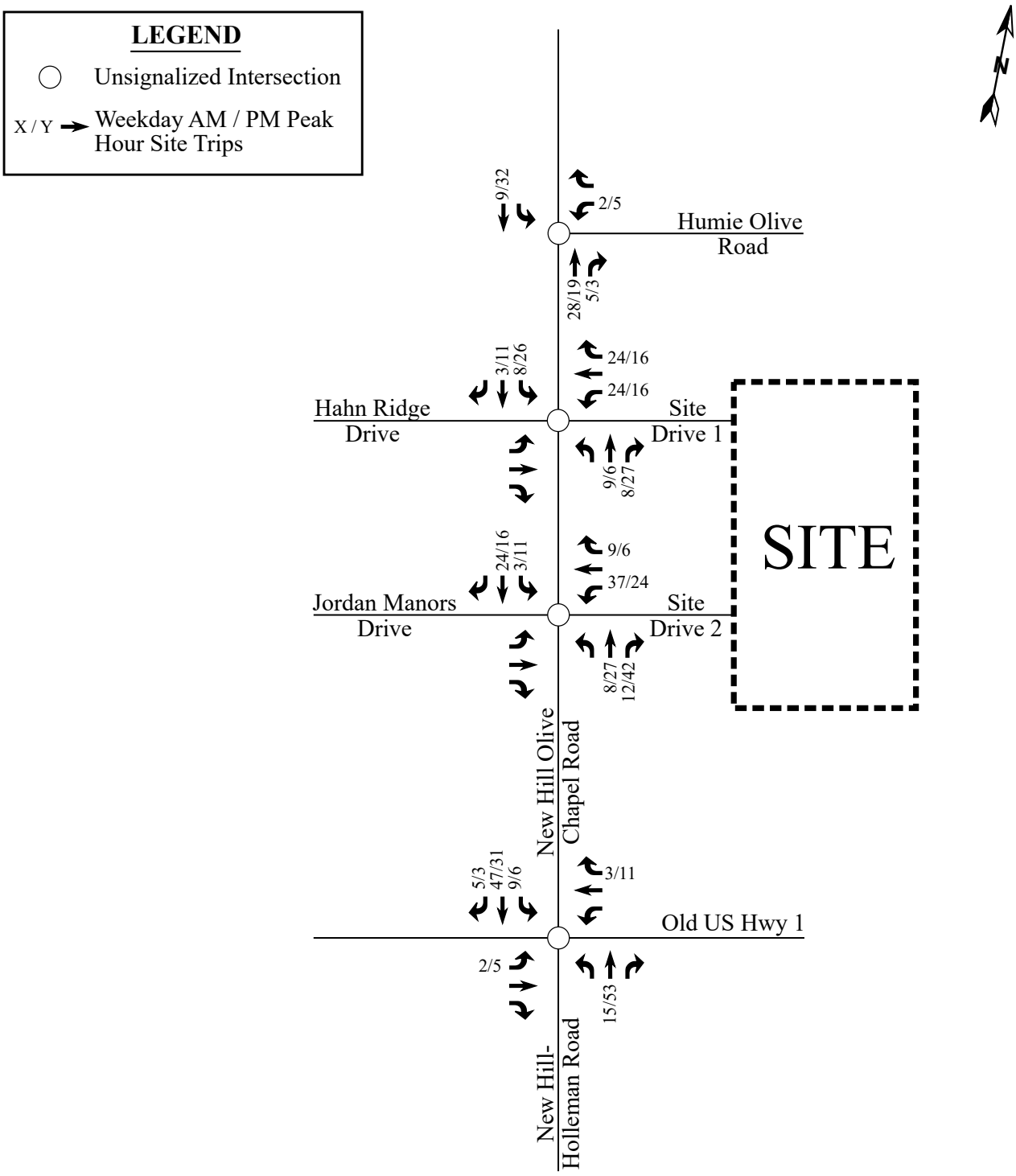
seal:

- Page 282 -

No.	DATE	REVISION	BY
1			

title:
SKETCH PLAN

proj #: 180701
date: August 31, 2018
dwg by: JE chkd by: JR
scale: 1" = 100'
sheet: SP-2
Sketch Plan



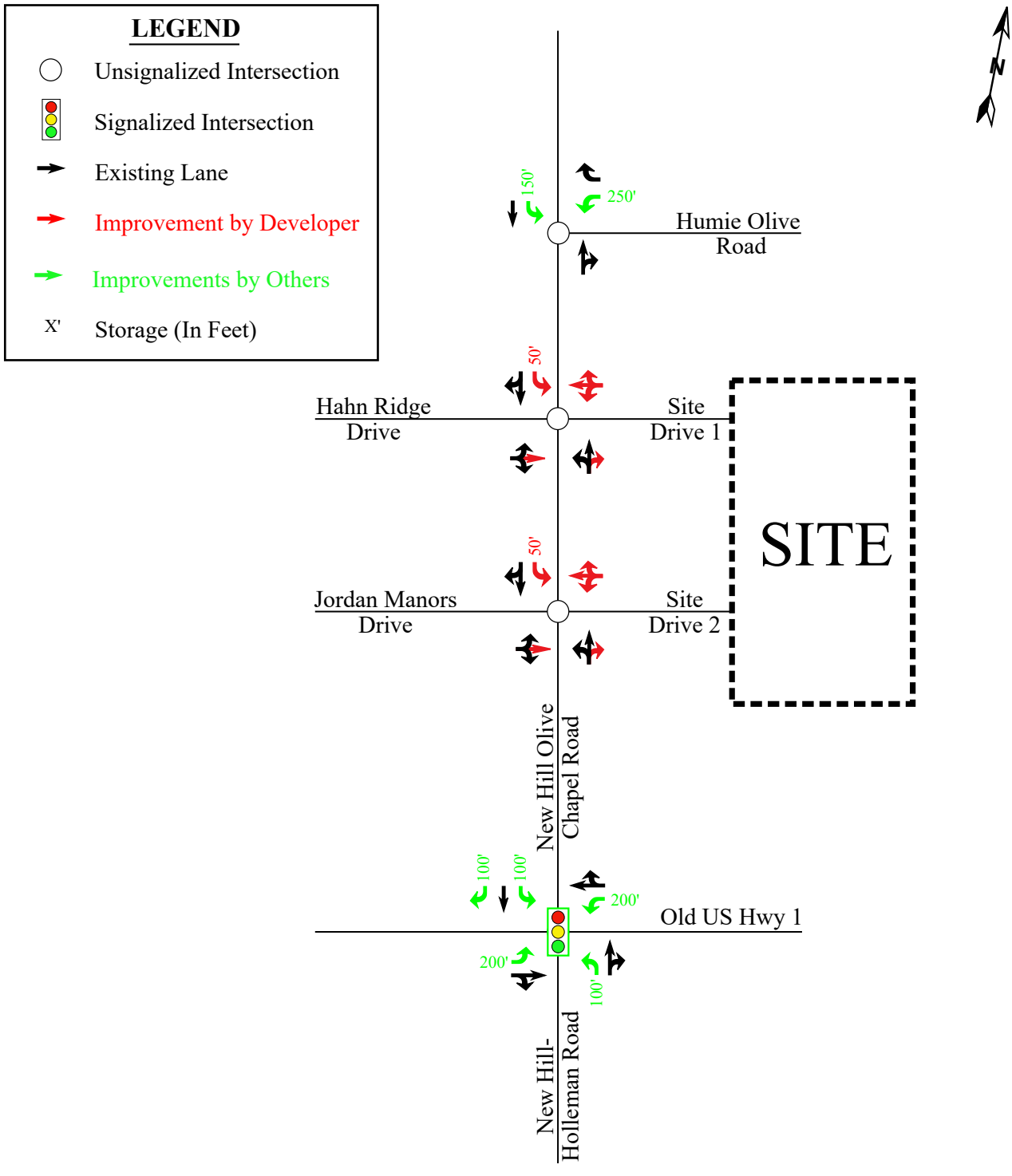
RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Olive Ridge Residential
Apex, NC

Site Trip Assignment

Scale: Not to Scale

Figure 9



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Olive Ridge Residential
Apex, NC

Recommended Lane Configurations

Scale: Not to Scale

Figure 11

Bristol Property Update

Apex, NC

PREPARED FOR

Pulte Homes
c/o Randy King
1225 Crescent Green Drive
Suite 250
Cary, NC 27518

PREPARED BY

VHB Engineering NC, PC (C-3705)
4000 WestChase Boulevard, Suite 530
Raleigh, NC 27607
919.829.0328

May 18, 2016

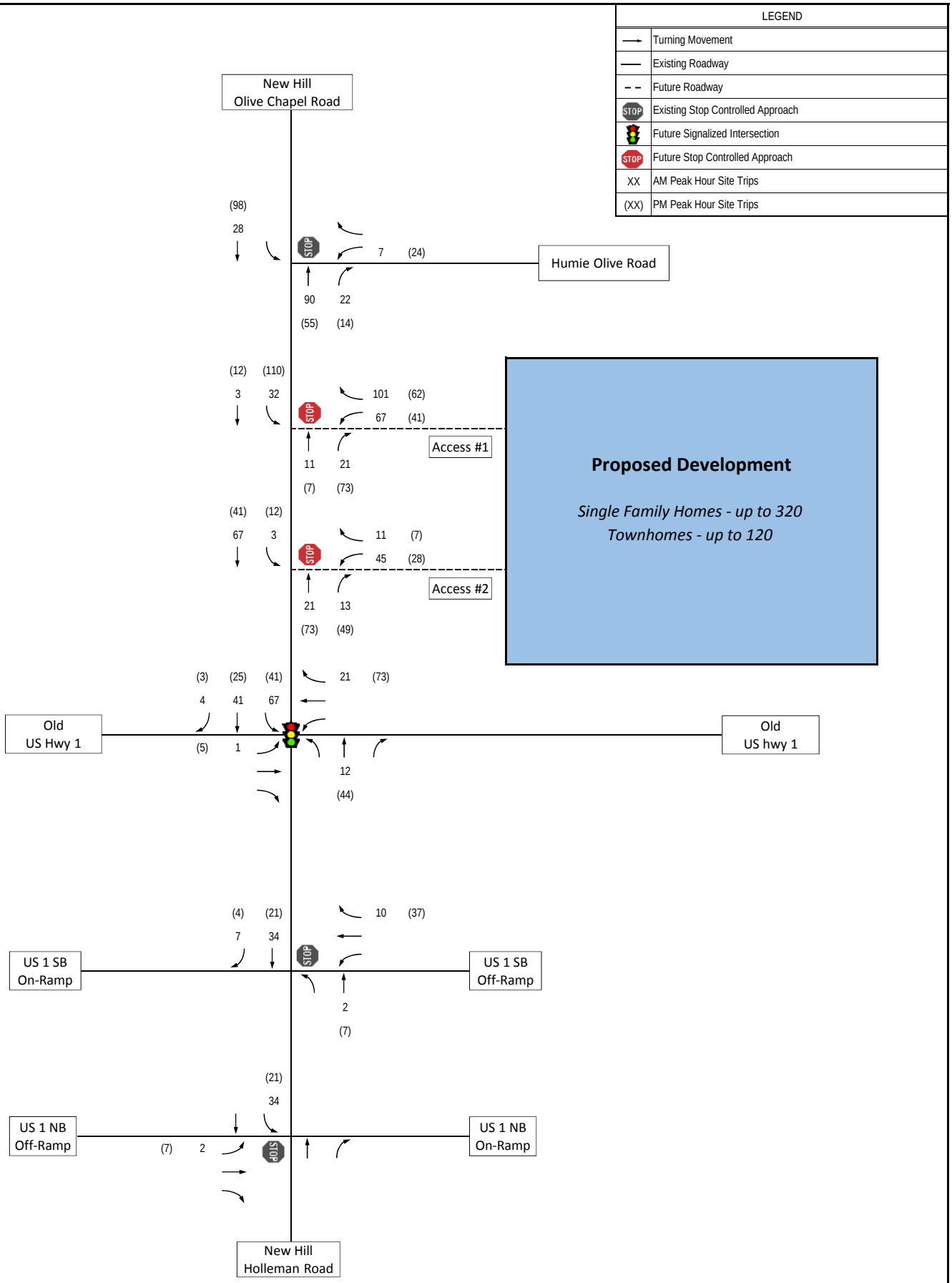


Figure 7

AM and P[illegible]r Site Trips

Bristol Property
Apex, NC

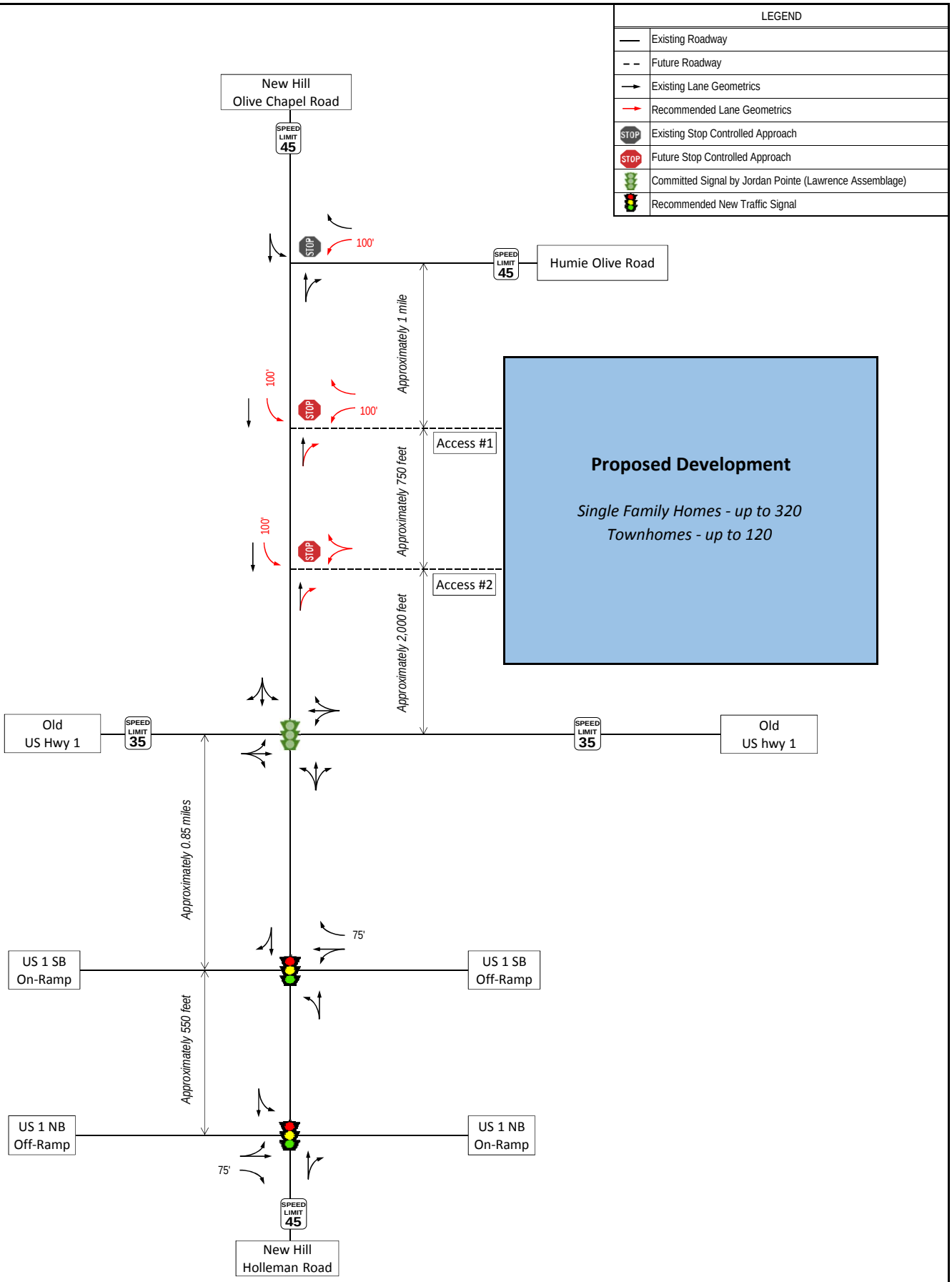


Figure 9

Future (2019) Lane and Traffic Control

Bristol Property
Apex, NC

APPENDIX E

CAPACITY ANALYSIS CALCULATIONS

HUMIE OLIVE ROAD

&

EVANS ROAD / MIDDLE SCHOOL PARENT LOOP

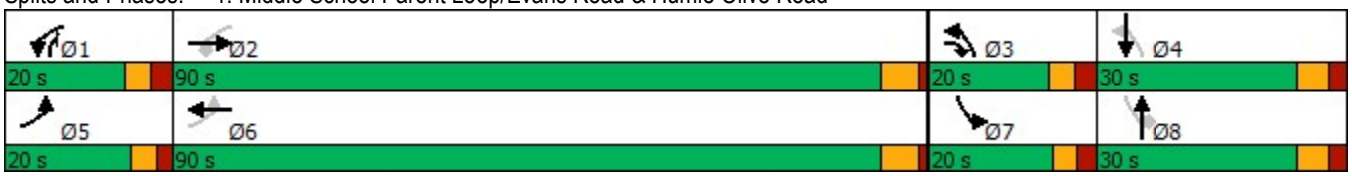
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	85	282	53	86	332	18	21	40	76	59	57	204
Future Volume (vph)	85	282	53	86	332	18	21	40	76	59	57	204
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.992				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1848	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.403			0.494			0.909			0.952		
Satd. Flow (perm)	751	1863	1583	920	1848	0	1693	1863	1583	1773	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			1898			1103			907	
Travel Time (s)		23.1			37.0			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	94	313	59	96	369	20	23	44	84	66	63	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	94	313	59	96	389	0	23	44	84	66	63	227
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	26.1	22.8	31.9	26.1	23.3		13.5	10.4	16.2	13.4	10.4	51.6
Actuated g/C Ratio	0.51	0.44	0.62	0.51	0.45		0.26	0.20	0.31	0.26	0.20	1.00
v/c Ratio	0.17	0.38	0.06	0.16	0.47		0.05	0.12	0.17	0.14	0.17	0.14
Control Delay	9.0	18.7	8.4	8.8	19.4		15.5	25.4	16.2	16.3	25.7	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	9.0	18.7	8.4	8.8	19.4		15.5	25.4	16.2	16.3	25.7	0.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	A	B	A	A	B		B	C	B	B	C	A
Approach Delay		15.4			17.3			18.8			7.7	
Approach LOS		B			B			B			A	
Queue Length 50th (ft)	17	98	11	18	126		5	14	20	15	20	0
Queue Length 95th (ft)	39	177	29	40	222		21	44	55	46	57	0
Internal Link Dist (ft)		1107			1818			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	787	1863	1143	826	1848		724	1023	763	729	1023	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.12	0.17	0.05	0.12	0.21		0.03	0.04	0.11	0.09	0.06	0.14

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 51.6
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.47
Intersection Signal Delay: 14.5 — Intersection LOS: B
Intersection Capacity Utilization 46.8% — ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



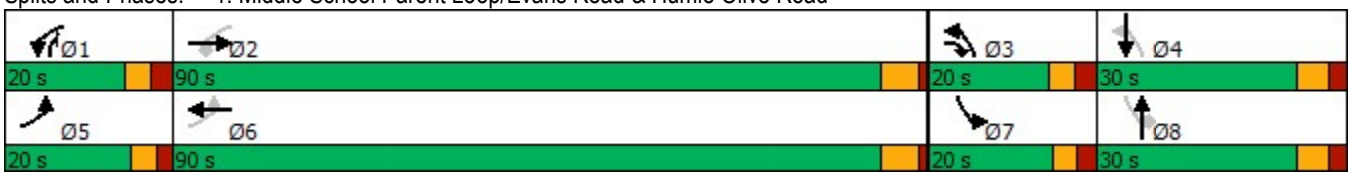
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	85	228	26	71	226	100	28	27	44	46	37	84
Future Volume (vph)	85	228	26	71	226	100	28	27	44	46	37	84
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.954				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1777	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.456			0.586								
Satd. Flow (perm)	849	1863	1583	1092	1777	0	1863	1863	1583	1863	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			1898			1103			907	
Travel Time (s)		23.1			37.0			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	94	253	29	79	251	111	31	30	49	51	41	93
Shared Lane Traffic (%)												
Lane Group Flow (vph)	94	253	29	79	362	0	31	30	49	51	41	93
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	27.2	22.4	34.2	27.2	22.9		11.0	9.4	12.6	10.8	9.3	47.2
Actuated g/C Ratio	0.58	0.47	0.72	0.58	0.49		0.23	0.20	0.27	0.23	0.20	1.00
v/c Ratio	0.15	0.29	0.03	0.11	0.42		0.07	0.08	0.12	0.12	0.11	0.06
Control Delay	7.4	15.3	7.2	7.2	16.4		15.6	23.2	15.5	15.8	23.3	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	7.4	15.3	7.2	7.2	16.4		15.6	23.2	15.5	15.8	23.3	0.1

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	A	B	A	A	B		B	C	B	B	C	A
Approach Delay		12.7			14.8			17.6			9.6	
Approach LOS		B			B			B			A	
Queue Length 50th (ft)	8	49	2	7	74		7	6	11	11	9	0
Queue Length 95th (ft)	38	137	16	33	202		25	32	35	36	40	0
Internal Link Dist (ft)		1107			1818			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	885	1863	1273	961	1777		695	1090	694	695	1090	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.14	0.02	0.08	0.20		0.04	0.03	0.07	0.07	0.04	0.06

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 47.2
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.42
Intersection Signal Delay: 13.5 — Intersection LOS: B
Intersection Capacity Utilization 45.5% — ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



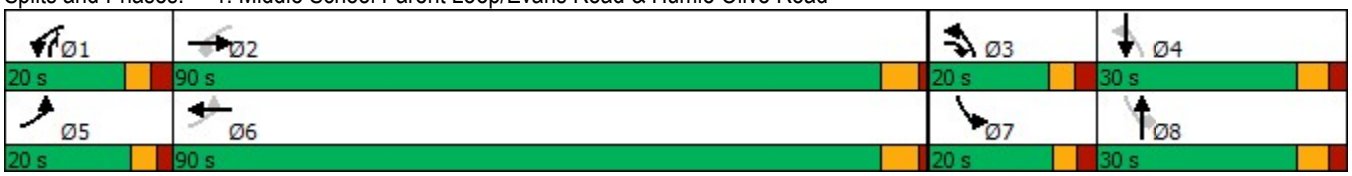
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	115	487	57	93	462	19	23	43	82	64	62	237
Future Volume (vph)	115	487	57	93	462	19	23	43	82	64	62	237
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.994				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1852	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.220			0.212			0.712			0.870		
Satd. Flow (perm)	410	1863	1583	395	1852	0	1326	1863	1583	1621	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			1898			1103			907	
Travel Time (s)		23.1			37.0			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	128	541	63	103	513	21	26	48	91	71	69	263
Shared Lane Traffic (%)												
Lane Group Flow (vph)	128	541	63	103	534	0	26	48	91	71	69	263
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	33.8	24.9	41.4	33.8	25.4		15.5	10.2	16.5	16.4	10.4	64.6
Actuated g/C Ratio	0.52	0.39	0.64	0.52	0.39		0.24	0.16	0.26	0.25	0.16	1.00
v/c Ratio	0.33	0.75	0.06	0.26	0.73		0.07	0.16	0.23	0.16	0.23	0.17
Control Delay	10.4	26.7	8.0	9.6	25.6		20.3	31.8	22.9	20.9	32.1	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.4	26.7	8.0	9.6	25.6		20.3	31.8	22.9	20.9	32.1	0.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	B	C	A	A	C		C	C	C	C	C	A
Approach Delay		22.3			23.0			25.1			9.3	
Approach LOS		C			C			C			A	
Queue Length 50th (ft)	24	200	12	19	194		8	18	28	21	27	0
Queue Length 95th (ft)	51	341	30	43	337		29	56	74	60	72	0
Internal Link Dist (ft)		1107			1818			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	610	1862	1143	605	1851		573	821	604	599	821	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.29	0.06	0.17	0.29		0.05	0.06	0.15	0.12	0.08	0.17

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 64.6
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.75
Intersection Signal Delay: 20.1 — Intersection LOS: C
Intersection Capacity Utilization 54.6% — ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



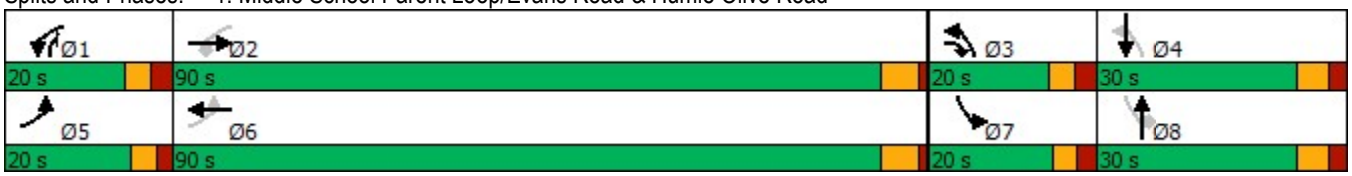
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	117	416	28	77	454	108	30	29	48	50	40	118
Future Volume (vph)	117	416	28	77	454	108	30	29	48	50	40	118
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.971				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1809	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.207			0.386			0.889			0.952		
Satd. Flow (perm)	386	1863	1583	719	1809	0	1656	1863	1583	1773	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			1898			1103			907	
Travel Time (s)		23.1			37.0			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	130	462	31	86	504	120	33	32	53	56	44	131
Shared Lane Traffic (%)												
Lane Group Flow (vph)	130	462	31	86	624	0	33	32	53	56	44	131
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	38.0	36.7	45.9	40.2	29.5		13.4	10.1	15.9	13.3	10.1	65.9
Actuated g/C Ratio	0.58	0.56	0.70	0.61	0.45		0.20	0.15	0.24	0.20	0.15	1.00
v/c Ratio	0.33	0.45	0.03	0.15	0.77		0.09	0.11	0.14	0.16	0.15	0.08
Control Delay	8.9	16.1	6.4	7.1	24.5		24.1	34.7	24.6	24.7	34.5	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	8.9	16.1	6.4	7.1	24.5		24.1	34.7	24.6	24.7	34.5	0.1

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	A	B	A	A	C		C	C	C	C	C	A
Approach Delay		14.1			22.4			27.2			12.6	
Approach LOS		B			C			C			B	
Queue Length 50th (ft)	24	160	6	16	244		11	13	17	18	18	0
Queue Length 95th (ft)	49	259	16	35	406		39	46	55	57	57	0
Internal Link Dist (ft)		1107			1818			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	624	1828	1232	757	1775		555	824	587	561	824	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.25	0.03	0.11	0.35		0.06	0.04	0.09	0.10	0.05	0.08

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 65.9
Natural Cycle: 70
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.77
Intersection Signal Delay: 18.3 — Intersection LOS: B
Intersection Capacity Utilization 58.9% — ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



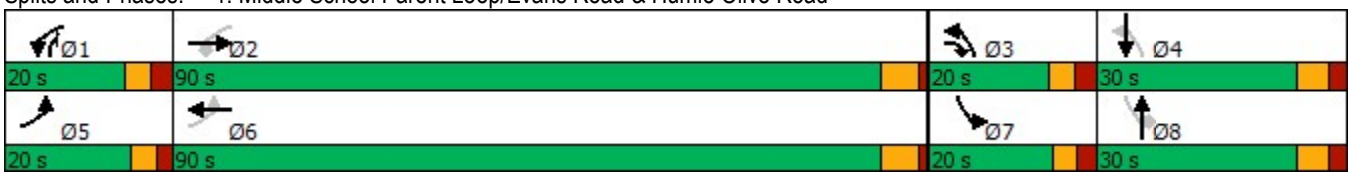
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	117	487	57	93	468	23	23	43	82	104	62	237
Future Volume (vph)	117	487	57	93	468	23	23	43	82	104	62	237
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.993				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1850	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.207			0.212			0.712			0.930		
Satd. Flow (perm)	386	1863	1583	395	1850	0	1326	1863	1583	1732	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			457			1103			907	
Travel Time (s)		23.1			8.9			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	130	541	63	103	520	26	26	48	91	116	69	263
Shared Lane Traffic (%)												
Lane Group Flow (vph)	130	541	63	103	546	0	26	48	91	116	69	263
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	34.7	25.6	42.4	34.7	26.2		16.2	10.0	16.3	17.1	11.1	66.3
Actuated g/C Ratio	0.52	0.39	0.64	0.52	0.40		0.24	0.15	0.25	0.26	0.17	1.00
v/c Ratio	0.34	0.75	0.06	0.26	0.75		0.07	0.17	0.23	0.26	0.22	0.17
Control Delay	11.0	27.0	8.4	9.9	26.7		20.7	33.9	24.7	22.3	32.2	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	11.0	27.0	8.4	9.9	26.7		20.7	33.9	24.7	22.3	32.2	0.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	B	C	A	A	C		C	C	C	C	C	A
Approach Delay		22.5			24.1			26.7			10.9	
Approach LOS		C			C			C			B	
Queue Length 50th (ft)	25	202	12	19	201		8	19	28	36	27	0
Queue Length 95th (ft)	56	361	33	46	369		30	59	80	93	74	0
Internal Link Dist (ft)		1107			377			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	596	1836	1138	600	1823		576	810	586	604	810	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.22	0.29	0.06	0.17	0.30		0.05	0.06	0.16	0.19	0.09	0.17

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 66.3
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.75
Intersection Signal Delay: 20.8 — Intersection LOS: C
Intersection Capacity Utilization 57.4% — ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



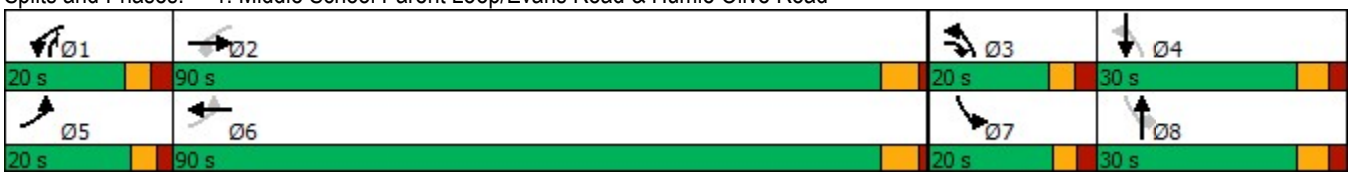
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	124	416	28	77	458	120	30	29	48	76	40	118
Future Volume (vph)	124	416	28	77	458	120	30	29	48	76	40	118
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		175	275		0	375		250	150		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.969				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1805	0	1770	1863	1583	1770	1863	1583
Flt Permitted	0.206			0.391			0.816			0.976		
Satd. Flow (perm)	384	1863	1583	728	1805	0	1520	1863	1583	1818	1863	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			10			35	
Link Distance (ft)		1187			457			1103			907	
Travel Time (s)		23.1			8.9			75.2			17.7	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	138	462	31	86	509	133	33	32	53	84	44	131
Shared Lane Traffic (%)												
Lane Group Flow (vph)	138	462	31	86	642	0	33	32	53	84	44	131
Turn Type	D.P+P	NA	pm+ov	D.P+P	NA		D.P+P	NA	pm+ov	D.P+P	NA	Free
Protected Phases	5	2	3	1	6		3	8	1	7	4	
Permitted Phases	6		2	2			4		8	8		Free
Detector Phase	5	2	3	1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	7.0	7.0	12.0		7.0	7.0	7.0	7.0	7.0	
Minimum Split (s)	11.9	17.8	12.6	12.6	17.8		12.6	13.3	12.6	12.3	13.3	
Total Split (s)	20.0	90.0	20.0	20.0	90.0		20.0	30.0	20.0	20.0	30.0	
Total Split (%)	12.5%	56.3%	12.5%	12.5%	56.3%		12.5%	18.8%	12.5%	12.5%	18.8%	
Maximum Green (s)	15.1	84.2	14.4	14.4	84.2		14.4	23.7	14.4	14.7	23.7	
Yellow Time (s)	3.0	4.5	3.0	3.0	4.5		3.0	3.8	3.0	3.0	3.8	
All-Red Time (s)	1.9	1.3	2.6	2.6	1.3		2.6	2.5	2.6	2.3	2.5	
Lost Time Adjust (s)	0.1	-0.8	-0.6	-0.6	-0.8		-0.6	-1.3	-0.6	-0.3	-1.3	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	2.0	6.0	2.0	2.0	6.0		2.0	2.0	2.0	2.0	2.0	
Minimum Gap (s)	2.0	3.2	2.0	2.0	3.2		2.0	2.0	2.0	2.0	2.0	
Time Before Reduce (s)	0.0	15.0	0.0	0.0	15.0		0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	40.0	0.0	0.0	40.0		0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	Min	None	None	Min		None	None	None	None	None	
Act Effct Green (s)	40.9	39.2	48.6	42.9	32.4		13.7	9.8	15.7	13.6	10.4	69.2
Actuated g/C Ratio	0.59	0.57	0.70	0.62	0.47		0.20	0.14	0.23	0.20	0.15	1.00
v/c Ratio	0.35	0.44	0.03	0.15	0.76		0.10	0.12	0.15	0.24	0.16	0.08
Control Delay	9.2	16.0	6.5	7.1	24.2		25.5	37.3	27.0	26.9	35.9	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	9.2	16.0	6.5	7.1	24.2		25.5	37.3	27.0	26.9	35.9	0.1

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	A	B	A	A	C		C	D	C	C	D	A
Approach Delay		14.1			22.2			29.4			14.9	
Approach LOS		B			C			C			B	
Queue Length 50th (ft)	26	160	6	16	255		11	13	18	28	19	0
Queue Length 95th (ft)	55	271	17	36	447		40	49	60	82	59	0
Internal Link Dist (ft)		1107			377			1023			827	
Turn Bay Length (ft)	150		175	275			375		250	150		125
Base Capacity (vph)	604	1804	1236	750	1747		525	775	551	538	775	1583
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.23	0.26	0.03	0.11	0.37		0.06	0.04	0.10	0.16	0.06	0.08

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 69.2
Natural Cycle: 70
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.76
Intersection Signal Delay: 18.6 — Intersection LOS: B
Intersection Capacity Utilization 61.6% — ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: Middle School Parent Loop/Evans Road & Humie Olive Road



APPENDIX F

CAPACITY ANALYSIS CALCULATIONS

EVANS ROAD

&

MADISON CREEK DRIVE / SITE DRIVE 1

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	20	7	136	300	4
Future Vol, veh/h	7	20	7	136	300	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	22	8	151	333	4

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	502	335	337	0	-	0
Stage 1	335	-	-	-	-	-
Stage 2	167	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	529	707	1222	-	-	-
Stage 1	725	-	-	-	-	-
Stage 2	863	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	525	707	1222	-	-	-
Mov Cap-2 Maneuver	525	-	-	-	-	-
Stage 1	720	-	-	-	-	-
Stage 2	863	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.8	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1222	-	649	-	-
HCM Lane V/C Ratio	0.006	-	0.046	-	-
HCM Control Delay (s)	8	0	10.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	15	9	203	152	8
Future Vol, veh/h	6	15	9	203	152	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	17	10	226	169	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	420	174	178	0	-	0
Stage 1	174	-	-	-	-	-
Stage 2	246	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	590	869	1398	-	-	-
Stage 1	856	-	-	-	-	-
Stage 2	795	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	585	869	1398	-	-	-
Mov Cap-2 Maneuver	585	-	-	-	-	-
Stage 1	849	-	-	-	-	-
Stage 2	795	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.9	0.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1398	-	763	-	-
HCM Lane V/C Ratio	0.007	-	0.031	-	-
HCM Control Delay (s)	7.6	0	9.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	22	8	170	341	4
Future Vol, veh/h	8	22	8	170	341	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	24	9	189	379	4

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	588	381	383	0	-	0
Stage 1	381	-	-	-	-	-
Stage 2	207	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	471	666	1175	-	-	-
Stage 1	691	-	-	-	-	-
Stage 2	828	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	467	666	1175	-	-	-
Mov Cap-2 Maneuver	467	-	-	-	-	-
Stage 1	685	-	-	-	-	-
Stage 2	828	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.4	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1175	-	598	-	-
HCM Lane V/C Ratio	0.008	-	0.056	-	-
HCM Control Delay (s)	8.1	0	11.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	16	10	245	192	9
Future Vol, veh/h	6	16	10	245	192	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	18	11	272	213	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	512	218	223	0	-	0
Stage 1	218	-	-	-	-	-
Stage 2	294	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	522	822	1346	-	-	-
Stage 1	818	-	-	-	-	-
Stage 2	756	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	517	822	1346	-	-	-
Mov Cap-2 Maneuver	517	-	-	-	-	-
Stage 1	810	-	-	-	-	-
Stage 2	756	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.3	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1346	-	708	-	-
HCM Lane V/C Ratio	0.008	-	0.035	-	-
HCM Control Delay (s)	7.7	0	10.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection												
Int Delay, s/veh	2.1											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	4	22	40	4	11	8	170	6	4	341	4
Future Vol, veh/h	8	4	22	40	4	11	8	170	6	4	341	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	4	24	44	4	12	9	189	7	4	379	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	608	603	381	614	602	193	383	0	0	196	0	0
Stage 1	389	389	-	211	211	-	-	-	-	-	-	-
Stage 2	219	214	-	403	391	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	408	413	666	404	414	849	1175	-	-	1377	-	-
Stage 1	635	608	-	791	728	-	-	-	-	-	-	-
Stage 2	783	725	-	624	607	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	395	408	666	382	409	849	1175	-	-	1377	-	-
Mov Cap-2 Maneuver	395	408	-	382	409	-	-	-	-	-	-	-
Stage 1	629	606	-	784	721	-	-	-	-	-	-	-
Stage 2	760	718	-	594	605	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.2	14.7	0.4	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1175	-	-	539	432	1377	-	-
HCM Lane V/C Ratio	0.008	-	-	0.07	0.141	0.003	-	-
HCM Control Delay (s)	8.1	0	-	12.2	14.7	7.6	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.5	0	-	-

Intersection												
Int Delay, s/veh	1.7											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	4	16	26	4	7	10	245	19	12	192	9
Future Vol, veh/h	6	4	16	26	4	7	10	245	19	12	192	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	4	18	29	4	8	11	272	21	13	213	10

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	555	559	218	560	554	283	223	0	0	293	0	0
Stage 1	244	244	-	305	305	-	-	-	-	-	-	-
Stage 2	311	315	-	255	249	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	442	438	822	439	440	756	1346	-	-	1269	-	-
Stage 1	760	704	-	705	662	-	-	-	-	-	-	-
Stage 2	699	656	-	749	701	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	427	428	822	419	430	756	1346	-	-	1269	-	-
Mov Cap-2 Maneuver	427	428	-	419	430	-	-	-	-	-	-	-
Stage 1	752	696	-	698	655	-	-	-	-	-	-	-
Stage 2	680	649	-	719	693	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11.2	13.6	0.3	0.4
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1346	-	-	607	459	1269	-	-
HCM Lane V/C Ratio	0.008	-	-	0.048	0.09	0.011	-	-
HCM Control Delay (s)	7.7	0	-	11.2	13.6	7.9	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.3	0	-	-

APPENDIX G

CAPACITY ANALYSIS CALCULATIONS

HUMIE OLIVE ROAD

&

SITE DRIVE 2

Intersection						
Int Delay, s/veh	0.1					

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↱		↱
Traffic Vol, veh/h	0	673	578	10	0	6
Future Vol, veh/h	0	673	578	10	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	748	642	11	0	7

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	642
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	474
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	474
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	12.7
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	474
HCM Lane V/C Ratio	-	-	-	0.014
HCM Control Delay (s)	-	-	-	12.7
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↱		↱
Traffic Vol, veh/h	0	540	651	31	0	4
Future Vol, veh/h	0	540	651	31	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	600	723	34	0	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	723
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	426
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	426
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.5
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	426
HCM Lane V/C Ratio	-	-	-	0.01
HCM Control Delay (s)	-	-	-	13.5
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0

APPENDIX H

SIMTRAFFIC QUEUING REPORTS

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	69	130	40	109	170	42	69	94	67	104
Average Queue (ft)	32	53	9	35	56	11	25	41	30	34
95th Queue (ft)	65	101	25	73	134	31	53	79	61	73
Link Distance (ft)		1151			1832		1047			837
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 2: Evans Road & Madison Creek Drive

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	56	31
Average Queue (ft)	21	3
95th Queue (ft)	50	18
Link Distance (ft)	1028	837
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	71	100	16	42	166	63	49	73	46	44
Average Queue (ft)	25	40	3	19	47	18	16	25	15	18
95th Queue (ft)	50	84	13	36	110	45	40	57	38	37
Link Distance (ft)		1151			1832		1047			837
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 2: Evans Road & Madison Creek Drive

Movement	EB
Directions Served	LR
Maximum Queue (ft)	31
Average Queue (ft)	18
95th Queue (ft)	43
Link Distance (ft)	1028
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	48	254	59	81	213	46	111	173	87	64
Average Queue (ft)	35	101	12	32	80	15	29	54	29	20
95th Queue (ft)	55	175	42	65	161	39	75	105	61	45
Link Distance (ft)		1151			1832		1047			837
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)		2								
Queuing Penalty (veh)		3								

Intersection: 2: Evans Road & Madison Creek Drive

Movement	EB
Directions Served	LR
Maximum Queue (ft)	56
Average Queue (ft)	22
95th Queue (ft)	47
Link Distance (ft)	1028
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 3

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	111	257	267	63	436	48	70	73	88	83
Average Queue (ft)	54	74	12	22	130	21	19	35	24	26
95th Queue (ft)	93	159	93	45	279	45	53	61	58	60
Link Distance (ft)		1151			1832		1047			837
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)		1			1					
Queuing Penalty (veh)		1			1					

Intersection: 2: Evans Road & Madison Creek Drive

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	31	31
Average Queue (ft)	16	3
95th Queue (ft)	41	19
Link Distance (ft)	1028	837
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	98	279	38	61	255	46	69	133	88	83
Average Queue (ft)	44	97	10	28	108	13	30	52	46	29
95th Queue (ft)	80	199	28	54	203	38	62	101	84	63
Link Distance (ft)		1151			361		1046			826
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)		2								
Queuing Penalty (veh)		4								

Intersection: 2: Evans Road & Madison Creek Drive/Site Drive 1

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	52	53	30	27
Average Queue (ft)	25	26	0	1
95th Queue (ft)	49	47	0	9
Link Distance (ft)	1028	1037	826	1049
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 3: Humie Olive Road & Site Drive 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	24
Average Queue (ft)	7
95th Queue (ft)	24
Link Distance (ft)	958
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 4

Intersection: 1: Middle School Parent Loop/Evans Road & Humie Olive Road

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	R	L	TR	L	T	R	L	T
Maximum Queue (ft)	97	216	38	44	346	45	91	74	89	64
Average Queue (ft)	43	76	8	21	145	13	24	33	38	20
95th Queue (ft)	75	147	23	45	280	40	61	69	75	50
Link Distance (ft)		1151			361		1046			826
Upstream Blk Time (%)					0					
Queuing Penalty (veh)					0					
Storage Bay Dist (ft)	150		175	275		375		250	150	
Storage Blk Time (%)		2			1					
Queuing Penalty (veh)		2			1					

Intersection: 2: Evans Road & Madison Creek Drive/Site Drive 1

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	31	77	26	54
Average Queue (ft)	21	29	1	11
95th Queue (ft)	44	58	9	38
Link Distance (ft)	1028	1037	826	1049
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 3: Humie Olive Road & Site Drive 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	24
Average Queue (ft)	3
95th Queue (ft)	14
Link Distance (ft)	958
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 3

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10,2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the August 24, 2021 Town Council meeting regarding Rezoning Application #21CZ15 Chapel Ridge Towns PUD. The applicant, Toll Brothers, Inc., seeks to rezone approximately 21.60 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane & Barnside Lane right-of-way.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0732430661, 0732333570, 0732337537, 0732347080, 0732345135 & Barnside Lane right-of-way.

Attachments

- Vicinity Map
- Application

Rezoning #21CZ15
Beckett Crossing
Clark Farm Rd
Chapel Ridge
540
Chapel Ridge
Barnside Ln
NC 540 Hwy SB
NC 540 Hwy NB
Olive Chapel Professional Park
540 Flex and Business Park
Chapel Ridge Rd
Olive Chapel Rd
Ashley Downs
Pearson Farms
Olde Walker Mill Rd
Patterson Grove Rd
Chenworth Dr
Ashbark Ct
Ashley Downs Dr
0
250
500
Feet
July 2021
May 2021 Aerial Photography
Prepared by: Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: 21CZ15 Submittal Date: 5-3-21

Fee Paid $ paid Check # Credit Card

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Chapel Ridge Towns

Address(es): 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road

PIN(s) 0732333570, 0732337537, 0732345135, 0732347080, 0732430661

Acreage: 21.6

Current Zoning: RR Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Medium Density Residential

Requested 2045 LUM Designation: Medium Density Residential

See next page for LUM amendment

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage:

Area proposed as non-residential development: Acreage:

Percent of mixed use area proposed as non-residential: Percent:

Applicant Information

Name: Toll Bros, Inc

Address: 900 Perimeter Park Drive, Suite B3

City: Morrisville State: NC Zip: 27560

Phone: 919-801-6851 E-mail: jwestmoreland@tollbrothers.com

Owner Information

Name: See Attached, Multiple

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: WithersRavenel

Address: 115 Mackenan Dr

City: Cary State: NC Zip: 27511

Phone: 919-535-5212 E-mail: bvega@withersravenel.com

Other contacts: Ed Tang, etang@withersravenel.com

Jason Barron, jbarron@morningstarlawgroup.com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 21CZ15 Submittal Date: 5-3-21

2045 LAND USE MAP AMENDMENT (if applicable)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

N/A None requested

Current 2045 Land Use Classification:

Proposed 2045 Land Use Classification:

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

#21CZ15

Owner Information

PIN	ADDRESS	OWNER	ACREAGE
0732333570	1121 PEMBERTON HILL RD APEX NC 27502-4280	GASIOROWSKI PROPERTIES LLC	6.10
0732337537	1401 BARNSIDE LN APEX NC 27502-8501	CAIN, PAUL A CAIN, ANNE H	4.01
0732347080	1400 BARNSIDE LN APEX NC 27502-8501	HINSON, WARREN R HINSON, DIANNE B	3.26
0732345135	1408 BARNSIDE LN APEX NC 27502-8501	BUNN, KENNETH G. BUNN, ERICA CHRISTINE	3.33
0732430661	1412 OLIVE CHAPEL RD APEX NC 27502-8511	HOCH, BENJAMIN ARNOLD HOCH, LESLEY BALLARD	4.46
BARNSIDE LANE R/W		NCDOT	.40

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

Warren Hinson and Dianne Hinson is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 1400 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

☐ I am the owner of the property and will be acting as my own agent

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Warren Hinson
D954A81E4F8B4F8...

Warren Hinson — 4/30/2021
Type or print name — Date

DocuSigned by:
Dianne Hinson
D46F796505B6458...

Dianne Hinson — 4/30/2021
Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AGENT AUTHORIZATION FORM

Application #: 21CZ 15 Submittal Date: 5-3-2021

Paul Cain and Anne Cain is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 1401 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

☐ I am the owner of the property and will be acting as my own agent

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Paul Cain
305C914BA24B4BC...
Paul Cain — 4/29/2021
Type or print name — Date

DocuSigned by:
Anne Cain
93141A3A371E43D...
Anne Cain — 4/29/2021
Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

Kenneth Bunn and Erica Bunn is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 1408 Barnside Lane, Apex NC, 27502

The agent for this project is: WithersRavenel

☐ I am the owner of the property and will be acting as my own agent

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Kenneth Bunn
F3C8594BD0024B6...

Kenneth Bunn — 4/29/2021
Type or print name — Date

DocuSigned by:
Erica Bunn
3112B234F972477...

Erica Bunn — 4/29/2021
Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

John Gasiorowski is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 1409 Barnside Lane, Apex, NC 27502

The agent for this project is: WithersRavenel

☐ I am the owner of the property and will be acting as my own agent

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
John Gasiorowski
893B6C0675DA4B8...

4/28/2021

Type or print name Date

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AGENT AUTHORIZATION FORM

Application #: 21CZ15 Submittal Date: 5-3-2021

Ben Hoch and Lesley Hoch is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☑ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 1412 Olive Chapel Road, Apex, NC 27502

The agent for this project is: WithersRavenel

☐ I am the owner of the property and will be acting as my own agent

Agent Name: WithersRavenel, Brendie Vega/ Ed Tang

Address: 137 S Wilmington St, Ste 200, Raleigh, NC 27601

Telephone Number: 919-656-8976

E-Mail Address: bvega@withersravenel.com, etang@withersravenel.com

Signature(s) of Owner(s)*

DocuSigned by:
Ben Hoch
D4A8BA272DDA4F1...

Type or print name — Date: 4/28/2021

DocuSigned by:
Lesley Hoch
0B516D040972493...

Type or print name — Date: 4/28/2021

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

AFFIDAVIT OF OWNERSHIP

Application #: # 21CZ15 Submittal Date: 5/3/21

The undersigned, Brendie Vega (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3 day of May, 2021.

Brendie Vega (seal)

Brendie Vega
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Brendie Vega, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

JERI CHASTAIN PEDERSON
Notary Public
Wake County, North Carolina
My Commission Expires
March 10, 2024
[NOTARY SEAL]

Jeri Chastain Pederson
Notary Public
State of North Carolina
My Commission Expires: 3/10/2024

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #21CZ15 Submittal Date: 5/3/21

Insert legal description below.

See attached

#21CZ15 Legal Description

Beginning at an existing iron pipe on the eastern right of way of Chapel Ridge Rd (50' Public R/W), said pipe having NC grid coordinates (NAD 83 – 2011) of N=724,296.53, E=2,033,345.72, thence from said beginning point South 83°24'52" East 567.88 feet to an existing iron pipe, thence South 83°21'57" East 99.74 feet to an existing iron pipe, thence South 06°32'09" West 153.92 feet to an existing iron pipe, thence South 73°20'32" East 112.24 feet to an existing iron pipe, thence South 51°49'45" East 259.77 feet to an existing iron pipe, thence South 17°49'15" West 448.39 feet to an existing iron pipe, thence South 06°52'59" West 114.60 feet to an existing iron pipe on the northern right of way of Olive Chapel Road (SR 1160) (Public Variable R/W), thence with said right of way South 81°11'19" West 253.55 feet to an existing iron pipe, thence South 81°09'09" West 256.96 feet to an existing iron pipe, thence South 81°34'12" West 538.21 feet to a new iron pipe, thence South 81°52'03" West 43.17 feet to a new iron pipe, thence leaving said right of way along a curve to the right having a radius of 30.00 feet, an arc length of 51.52 feet, and a chord bearing and distance of North 48°56'05" West 45.42 feet to a new iron pipe on the eastern right of way of Chapel Ridge Road (50' Public R/W), thence with said right of way along a curve to the right having a radius of 177.00 feet, an arc length of 140.62 feet, and a chord bearing and distance of North 23°01'22" East 136.95 feet to a new iron pipe, thence North 45°46'57" East 115.00 feet to a new iron pipe, thence along a curve to the left having a radius of 244.00 feet, an arc length of 253.38 feet, and a chord bearing and distance of North 16°01'55" East 242.15 feet to a new iron pipe, thence along a curve to the right having a radius of 374.54 feet, an arc length of 158.98 feet, and a chord bearing and distance of North 01°33'27" West 157.79 feet to a new iron pipe, thence North 10°36'09" East 78.30 feet to a new iron pipe, thence North 10°36'09" East 95.00 feet to a new iron pipe, thence North 10°46'29" East 230.80 feet to a new iron pipe, thence along a curve to the right having a radius of 400.00 feet, an arc length of 108.42 feet, and a chord bearing and distance of North 18°11'52" East 108.09 feet to the point and place of beginning, containing 21.569 acres (939,562 Sq Ft) more or less.

#21CZ15

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company *Information*	
Company *Name*	Toll Bros., Inc
Company Phone *Number*	919-321-4800
Developer Representative *Name*	Jeff Westmoreland
Developer Representative *Phone Number*	919-321-4800
Developer Representative *Email*	jwestmoreland@tollbrothers.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	05.03.2021 (Rezoning)
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Chapel Ridge Towns
Address of Subdivision (if unknown enter nearest cross streets)	Intersection of Olive Chapel Road and Chapel Ridge Road
REID(s)	0732-33-3570, 0732-33-7537, 0732-34-5135, 0732-34-7080, 0732-43-0661
PIN(s)	0157888, 0157887, 0157885, 0157886, 0104759

Projected Dates *Information*	
Subdivision *Completion Date*	Q3 - 2025
Subdivision *Projected First Occupancy Date*	Q3 - 2023

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes	120 (3 BR)							2200	2400	TBD	TBD	2023	30	2024	60	2025	30
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: #21CZ15 Submittal Date: 5-3-21

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	See attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, Brendie Vega, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 7/9/2021 By: Brendie Vega

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Katlyn B. Cockrell, a Notary Public for the above State and County, on this the 9th day of July, 2021.

Katlyn B. Cockrell
Notary Public

Katlyn B. Cockrell
Print Name

SEAL

KATLYN B. COCKRELL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11/08/2022

My Commission Expires: 11/08/2022

PIN	Property Owner	Mailing Address
Applicant	Brendie Vega	137 S Wilmington St #200 Raleigh, NC 27601
Client	Toll Brothers	14529 Grand Palisades Parkway Charlotte, NC 28278
732432148	Abdul Raouf & Sandhya Chalke	22756 Highcrest Cir Brambleton VA 20148
732431210	David & Laura Kuntarich	1001 Wild Sonnet Ct Apex, NC 27502
732339147	Brian & Perdana Freitas	1000 Ashley Downs Dr. Apex NC 27502
732338134	Dwayne Dickson	1002 Tribble Gate Ct Apex, NC 27502
732337079	William Pickering & Jessica Lynn Varson Mincher	1004 Tribble Gate Ct Apex, NC 27502
732336072	William & Pamela Barfield	1004 Double Spring Ct Apex, NC 27502
732336121	Michael and Trudie Laches	1006 Double Spring Ct Apex, NC 27502
732335130	Tien Nong & Nham Nguyen	1008 Double Spring Ct Apex, NC 27502
732334047	Sumeet & Vinita Kochar	717 Manassas Gap Pl Cary, NC 27519
732324938	Mohammed Hassan & Israt Fatema	1005 Double Spring Ct Apex, NC 27502
732323917	Todd & Jennifer Savard	1501 Olive Chapel Rd Apex, NC 27502
732322948	Paul Aiman & Kezia Johnas	1505 Olive Chapel Rd Apex, NC 27502
732321976	Britt Schuman-Humber & Gregoire Humbert	1509 Olive Chapel Rd Apex, NC 27502
732321905	Ganesh & Sushima Rao	1513 Olive Chapel Rd Apex, NC 27502
732320934	Sebastian Thomas & Maria Ramondino	1517 Olive Chapel Rd Apex, NC 27502
732229953	Heather Dashnau & Panagoitis Kampanakis	1521 Olive Chapel Rd Apex, NC 27502
732228956	Jessie & Regina House	1702 Ashbark Ct Apex, NC 27502
732227949	Erick Contreras-Blanco & Tyler Wilson	1704 Ashbark Ct Apex, NC 27502
732324950	Wendy Moravec	1003 Double Spring Ct Apex, NC 27502
732326858	Joseph & Elizabeth Avigliano	1403 Ashley Downs Dr Apex, NC 27502
732327829	Kashiram & Mangala Shere	1302 Ashley Downs Dr Apex, NC 27502
732327999	Thomas & Sally Pepsny	1003 Tribble Gate Ct Apex, NC 27502
732339048	Maurice Propst	1002 Ashley Downs Dr Apex, NC 27502
732432055	Matthew Cook & Premlata Vaishnava	1005 Wild Sonnet Ct Apex, NC 27502
732422942	Virgil Jr. & April Wall	1004 Wild Sonnet Ct Apex, NC 27502
732420976	Randolph & Candace Martindale	1000 Wild Sonnet Ct Apex, NC 27502
732435158	Osvaldo & Beatriz Mottesi	1001 Patterson Grove Rd Apex, NC 27502
732443421	Charles & Iris Pope	1408 Olive Chapel Rd Apex, NC 27502
732347395	Sara Grover & David Prestrud	1313 Chapel Ridge Rd Apex, NC 27502
732342436	Raymond & Rita Boykin	1500 Clark Farm Rd Apex, NC 27502
732340146	Mojo Property Management LLC	2755 E Franklin Blvd Gastonia, NC 28056

732239874	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732239577	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238377	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732331404	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238148	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732249026	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732235461	540 Flex & Business Park LLC	2509 Southwinds Run Apex, NC 27502
732348563	Russ & Kristal Overton	1305 Chapel Ridge Rd Apex, NC 27502
732343658	Stephen & Jill Brown	1304 Chapel Ridge Rd Apex, NC 27502

Instruction Packet and Affidavit for

Electronic Neighborhood Meetings

Town of Apex
Planning Department
PO Box 250
Apex, NC 27502

T: 919-249-3426
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Electronic Neighborhood Meeting during times when in-person gatherings are restricted. Planning Department staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezonings (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, Residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Electronic Neighborhood Meeting as indicated below. The applicant shall submit all forms included in this packet with the initial application submittal.

Whenever feasible, an in-person Neighborhood Meeting following all of the requirements of the standard Neighborhood Meeting procedures shall be held prior to public hearing by the Planning Board and/or Town Council or approval by Technical Review Committee, as appropriate. Feasibility shall be determined by the Planning Director, taking into account the regularly published schedule, length of delay caused by ongoing emergency declarations, amount of public interest expressed during the electronic neighborhood meeting and afterwards, and any other pertinent information that would show that a particular project warrants an in-person neighborhood meeting prior to public hearings and/or approval.

The Electronic Neighborhood Meeting must be held in accordance with the following rules:

These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners within 300 feet of the subject property, and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the neighborhood meeting, not including the day of mailing. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include [illegible] ting notice a vicinity map in addition to the "mailed materials" requirements be

The meeting must be held within specific timeframes and meet certain requirements:

- During emergency declarations and/or limits on size of gatherings and social distancing, the meeting must be held as follows prior to application submittal:
    - Electronically via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on Town recognized holidays (which coincide with the State of North Carolina recognized holidays).
- An attendance sheet must be used log known attendees at the electronic meeting. Note if no one attended.
- Mailed materials requirements:

  In addition to a vicinity map, the following documents shall be mailed with the meeting notice:
    - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ), an existing zoning map of the area must be provided to help facilitate discussion.
    - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Residential Master Subdivision Plans; and Special Use Permits, preliminary plans of the proposed development must be provided to help facilitate discussion. Neighbors may request emailed copies of the maps or plans from the applicant by contacting the applicant and requesting such; applicant shall provide reduced copies upon request.
    - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
    - "Common Construction Issues & Who to Call" sheet (attached) must be included.
    - A copy of the mailed materials must be included as part of the Neighborhood Meeting report.
- The agenda for the Electronic Neighborhood Meeting shall include:
    - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
    - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
    - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by virtual attendees, and responses by the applicant, if any, must be noted. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant during the Electronic Neighborhood Meeting and in the Neighborhood Meeting Report.
- The applicant shall be responsible for notifying any neighbors who request to be kept up-to-date of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

For accountability purposes, please submit the following with your application:

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the attendance sheet for the Electronic Neighborhood Meeting (use attached attendance sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One reduced copy of the m[illegible]ans provided in the mailing.

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

03/15/2021
Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at

1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road — Address(es)

0732333570, 0732337537, 0732345135, 0732347080, 0732430661 — PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

An Electronic Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

The proposal is to rezone the subject site to a Planned Unit Development with Single-Family, Townhouses, and Accessory Dwelling Units.

Estimated submittal date: _____

MEETING INFORMATION:

Property Owner(s) name(s):	Gasiorowski Properties LLC, Paul and Anne Cain, Kenneth and Erica Christine Bunn, Warren and Dianne Hinson, Benjamin and Arnold Hoch, and Lesley Ballard
Applicant(s):	Brendie Vega
Contact information (email/phone):	919-535-5212 bvega@withersravenel.com
Electronic Meeting invitation/call in info:	
Date of meeting**:	03/29/2021
Time of meeting**:	5:30 PM - 7:30 PM

MEETING AGENDA TIMES:

Welcome: 5:30 PM Project Presentation: 5:45 PM Question & Answer: 6:15 PM

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180/Planning.

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Chapel Ridge Towns Zoning: RR

Location:

Property PIN(s): 0732333570, 0732337537, 0732345135, 0732347080, 0732430661 Acreage/Square Feet: 21.6 acres

Property Owner:

Address:

City: State: Zip:

Phone: Email:

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer:

Address:

City: State: Zip:

Phone: Fax: Email:

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	 (919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

Noise & Hours of Construction: Non-Emergency Police 919-362-8661

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: James Misciagno 919-372-7470

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control: Water Resources – Infrastructure Inspections 919-362-8166

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations: Non-Emergency Police 919-362-8661

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road: James Misciagno 919-372-7470

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: James Misciagno 919-372-7470
Danny Smith Danny.Smith@ncdenr.gov

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: James Misciagno 919-372-7470

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: James Misciagno 919-372-7470

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: James Misciagno 919-372-7470

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Jessica Bolin 919-249-3537

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation: Rodney Smith 919-249-3342

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: Webex

Date of meeting: 03/29/2021 Time of meeting: 5:30-7:30

Property Owner(s) name(s): See Attached

Applicant(s): Brendie Vega

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	See Attached				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

PIN	Property Owner	Mailing Address
Applicant	Brendie Vega	137 S Wilmington St #200 Raleigh, NC 27601
Client	Toll Brothers	14529 Grand Palisades Parkway Charlotte, NC 28278
732432148	Abdul Raouf & Sandhya Chalke	22756 Highcrest Cir Brambleton VA 20148
732431210	David & Laura Kuntarich	1001 Wild Sonnet Ct Apex, NC 27502
732339147	Brian & Perdana Freitas	1000 Ashley Downs Dr. Apex NC 27502
732338134	Dwayne Dickson	1002 Tribble Gate Ct Apex, NC 27502
732337079	William Pickering & Jessica Lynn Varson Mincher	1004 Tribble Gate Ct Apex, NC 27502
732336072	William & Pamela Barfield	1004 Double Spring Ct Apex, NC 27502
732336121	Michael and Trudie Laches	1006 Double Spring Ct Apex, NC 27502
732335130	Tien Nong & Nham Nguyen	1008 Double Spring Ct Apex, NC 27502
732334047	Sumeet & Vinita Kochar	717 Manassas Gap Pl Cary, NC 27519
732324938	Mohammed Hassan & Israt Fatema	1005 Double Spring Ct Apex, NC 27502
732323917	Todd & Jennifer Savard	1501 Olive Chapel Rd Apex, NC 27502
732322948	Paul Aiman & Kezia Johnas	1505 Olive Chapel Rd Apex, NC 27502
732321976	Britt Schuman-Humber & Gregoire Humbert	1509 Olive Chapel Rd Apex, NC 27502
732321905	Ganesh & Sushima Rao	1513 Olive Chapel Rd Apex, NC 27502
732320934	Sebastian Thomas & Maria Ramondino	1517 Olive Chapel Rd Apex, NC 27502
732229953	Heather Dashnau & Panagoitis Kampanakis	1521 Olive Chapel Rd Apex, NC 27502
732228956	Jessie & Regina House	1702 Ashbark Ct Apex, NC 27502
732227949	Erick Contreras-Blanco & Tyler Wilson	1704 Ashbark Ct Apex, NC 27502
732324950	Wendy Moravec	1003 Double Spring Ct Apex, NC 27502
732326858	Joseph & Elizabeth Avigliano	1403 Ashley Downs Dr Apex, NC 27502
732327829	Kashiram & Mangala Shere	1302 Ashley Downs Dr Apex, NC 27502
732327999	Thomas & Sally Pepsny	1003 Tribble Gate Ct Apex, NC 27502
732339048	Maurice Propst	1002 Ashley Downs Dr Apex, NC 27502
732432055	Matthew Cook & Premlata Vaishnava	1005 Wild Sonnet Ct Apex, NC 27502
732422942	Virgil Jr. & April Wall	1004 Wild Sonnet Ct Apex, NC 27502
732420976	Randolph & Candace Martindale	1000 Wild Sonnet Ct Apex, NC 27502
732435158	Osvaldo & Beatriz Mottesi	1001 Patterson Grove Rd Apex, NC 27502
732443421	Charles & Iris Pope	1408 Olive Chapel Rd Apex, NC 27502
732347395	Sara Grover & David Prestrud	1313 Chapel Ridge Rd Apex, NC 27502
732342436	Raymond & Rita Boykin	1500 Clark Farm Rd Apex, NC 27502
732340146	Mojo Property Management LLC	2755 E Franklin Blvd Gastonia, NC 28056

732239874	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732239577	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238377	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732331404	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732238148	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732249026	Olive Chapel Professional Park LLC	1121 Pemberton Hill RD Apex, NC 27502
732235461	540 Flex & Business Park LLC	2509 Southwinds Run Apex, NC 27502
732348563	Russ & Kristal Overton	1305 Chapel Ridge Rd Apex, NC 27502
732343658	Stephen & Jill Brown	1304 Chapel Ridge Rd Apex, NC 27502

Chapel Ridge Neighborhood Meeting - WebEx Attendance Record

	FirstName	LastName	Email	Address 1	City	State	Zip Code
1	*Jason*	*Barron*	[redacted]				
2	*Brendie*	*Vega*					
3	*Ben*	*Mayo*					
4	*Jeff*	*Westmoreland*					
5	Charles	& Iris Pope		1408 Olive Chapel Road	Apex	NC	27502
6	Cindy	Cindy Thomas					
7	Sara	Grover		1313 Chapel Ridge Rd	Apex	NC	27502
8	Ken	& Erica Bunn		1408 Barnside Ln	Apex	NC	27502
9	Laura	Kuntarich		1001 Wild Sonnet Ct	Apex	NC	27502
10	Will	Pickering					
11	Greg	humbert					
12	Heather	Dashnau			Nc	27502	
13	Russ	Overton					
14	David	Prestrud			Apex	NC	27502
15	Jess	Mincher					
16	rita	boykin		1500 clark farm road	apex	NC	27502

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See Attached

Applicant(s): Brendie Vega

Contact information (email/phone): bvega@withersravenel.com (919) 535.5212

Meeting Format: Webex

Date of meeting: 03/29/2021 Time of meeting: 5:30-7:30

Please summarize the questions/comments and your response from the Electronic Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

See Attached

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Chapel Ridge Tracts

Neighborhood Meeting

Date: March 29, 2021

Time: 5pm – 7pm

Location: Webex - https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/

Representatives in Attendance:

- Jason Barron, Morningstar Law
- Jeff Westmoreland, Toll Bros.
- Brendie Vega, WithersRavenel
- Ben Mayo, WithersRavenel

Brendie Vega welcomed everyone to the neighborhood meeting and invited participants to ask Questions in the Q&A option and we would get to them.

1. Can you send this recording out after the meeting?
   A recording will be available in a few days at the same website where you signed up. https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/
2. Will there be a pool and will neighboring properties get access to this community pool?
   No anticipation of a pool in the development. Neighborhood of this size will have outdoor amenities, but no plan to incorporate a pool.
3. Where will development add sidewalks and trails?
   Sidewalk will be added along frontage of the site shared with Chapel Ridge Road. Sidewalk will also be added along Olive Chapel. Residential streets will have sidewalks on both sides of the streets.
4. How will developer assist with impact to schools and schools being at capacity?
   The developer is aware but is unable to dictate the development of school facilities. Wake County Public Schools System is in charge of this specific detail. Toll Brothers does not have the ability to control, but hopes the Town of Apex can work with Wake County. Adequate facilities ordinances are not permitted in NC.
5. What zoning density are you proposing?
   5.5 dwelling units per acre
6. How will you ensure you do not make it more difficult to turn out of Chapel Ridge Estates development?
   Development of the site will include access sites from Chapel Ridge Road. During the Permitting stage, the Town will be studying access points. Olive Chapel is NCDOT road. There will be additional traffic using Chapel Ridge Road but it will be studied.
7. Will you be willing to build North Beaver Creak trail?
   We will go to Parks and Rec advisory Board as a part of the project.
8. Do you already own or have contracts to buy all of these parcels?
   We do not own the parcels, but we have them under contract.

9. How many years of construction would you expect? When would you anticipate being fully sold out / built with all 116 townhomes?
   The site should be completed in year 2026. Permitting will start 2022, site construction will start the end of the year. Townhomes will start construction in 2023 through 2025.
10. Do we have to type all the questions???
    No. We wanted to go through the questions that were put in first.
11. Will there be limitations on development activity, i.e. nights, holidays, and weekends when adjacent homeowners are more likely to be affected?>
    The Town of Apex has noise ordinance that construction must follow. There is also a construction schedule that all builders must follow.
12. What conditions are you offering? Specifically what is above minimum Apex standards?
    That will be an evolving conversation. Initial conditions to start the process will be maximum development density and intensity. There will be architectural standards.
    a. *We will be adding conditions as the project evolves*
    b. *Architectural*
    c. *Density*
    d. *Standard off the shelf condition*
    e. *EAB – host of recommendations*
13. Our drive is along the eastern border of the proposed development. Will there be any interruption of our access?
    We do not anticipate a vehicular connection to the other site in this location because of the environmentally sensitive features.
14. My wife and I own the property directly to the north and own most of the pond. We're extremely concerned, not only about the impact during construction, but more importantly, what Toll Brothers plans to do relative to liability and providing a barrier between the pond and future residents. And what are the implications of two entities owning portions of a single pond?
    - *We are willing to work with neighbor to see how we can prevent this from becoming and attractive nuisance.*
15. What's your story to the Apex staff and Council?
    - What is special about this project?
    - What if anything should compel Apex Council to approve your project?

    Big picture the town will be looking to the land use plan to see if this is consistent with the Town's land use plans. This is a special project to the current Apex Town Council directs their interests such as affordable housing, environmental advisory board, architectural conditions.
16. Are you only building townhomes or adding some single family units too? will you be building a tree buffer on olive chapel road side?
    A 30' tree buffer is required on Olive Chapel Road. The zoning case will establish whether single family detached and townhomes. Toll Brothers plans for exclusive townhomes.
17. What price range will the townhomes be priced at?
    Approx *$385,000 per unit*
18. Will the townhomes have garages, on street parking, or both?
    Garages for every unit in this location. Parking Pads will be incorporated for guest parking.
19. Will you be establishing a sidewalk?

Yes there is a proposed sidewalk that lines the road.
Traffic Signal? *To be determined.*
Extending site? *The boundaries of the site exist today and the boundaries will continue to be as the development progresses.*

20. Why are there 3 access points?
    They are required by the Town based on number of dwelling units.
    More access points mean less congestion.
21. What are accessory dwelling units?
    There are no proposed accessory dwelling units.
22. So Toll will only develop these properties if they are townhomes?
    That is correct.
23. The access point on Chapel Ridge closest to Olive Chapel is in a dangerous location - curve and drainage issue there also.
    Understood. These arrows are conceptual, they are designed to inform everyone to expect the access points.
24. Russ Overton, long list of questions – will send a long list for 8 – 10 of the questions.
    a. Chapel Ridge Road State maintained road. Don't align with the new entrances with the new office park.
    b. State is also involved in this process.
    c. Toll Bros ever developed a portion of a larger subdivision?
        i. This is probably a new type of project taking an existing subdivision and assembling part of it to a new project.
    d. Subdivision Sign moved to Bunn property, would like to have it moved and given to the existing property owners. Monument sign? Yes, it is a concrete block/brick?
    Concrete brick block, at the intersection.
    e. Timeline to close. How long will properties stay vacant? Trying to avoid an attractive nuisance.
        i. Once CDs are approved will start demo. The homes will not be vacant for an extended period of time. The intention is not to have a vacancy period.
    f. Demo would be normal part of the construction activities, not at the time of taking possession.
    It will be, they will essentially be demoed in order about the same time.
    g. Will construct site in one phase.
    There will not be phases in construction.
    h. Three story townhomes (Towns at North Salem an example of type)
    i. 4/5/6 units per building to allow for adaptation to the site
    j. Increase the buffer, or a fence along the properties that are currently existing.
    k. Gas easement incorporated on the site?
    The Town suggested that we may use it as a play lawn and talk to gas company to make sure its doable.
    l. Connecting the water line?
    No connection will be made on Olive Chapel Road. Water lines are to be determined.
    m. Retaining walls? Do not want to see a 30' retaining wall – would like to see it tiered walls or height limits. Does Apex have a tiering requirement?

No determined placement of the retaining walls. Prices increase as the height increases, so walls will not be drastically tall.

n. Olive Chapel Road will that be the feature entrance? Monument signage?
Primary access for the folks travelling from the East. There are no specific plans, as the access points are to be determined.

o. Are there any plans for construction traffic? Money in escrow to help pay for potholes that NCDOT is not responsive to. Keep traffic from cutting through to Beaver Creek.
We will take a look at that.

p. Traffic Study? The traffic engineers make assumptions, but it has been more. Would like to have some input.
Noted.

q. Not a lot of tree canopy, what will you be saving?
We will be saving existing tree canopy in riparian areas and perimeter of site.

r. Trash pick-up?
Apex will pick up trash.

s. Cluster mailboxes internal to the site.
We will take a look.

t. Housing Affordability a concern of the Council?
It is definitely. It is considered a big picture problem the Town is trying to resolve.

u. Concerns around noise with tree buffers along Olive Chapel already being thin.
Noted.

25. 25-year storm is required in this area, can you go further?
Would not be allowed to discharge into the pond. It would need to be biodetained prior to going to the pond.
26. It is a bit early to have a developed subdivision plan. Have some predictability.
It is early, but there is a possibility as conversation evolves as zoning is determined.
27. Conceptual vehicular Access point, will there be a traffic light?
It will not have a stoplight.
28. What are your proposed perimeter buffers?
Buffers will comply with the Town of Apex UDO.
29. What can be developed over/on Gas Easement?
Will have to discuss options with gas company as to what is allowed.
30. What will have to be along Chapel Ridge Road regarding utility connections?
No connections will be made on Olive Chapel Road. Connections are planned for the other side of the property. Water lines are TBD.
31. Please keep the subdivisions recreation/community gathering spaces internal/central to your site. Please do not place anything along an edge or abutting/adjacent to existing Olive Chapel properties, including cluster mailbox locations to be respectfully to neighbors regarding noise.
Concerns have been noted.
32. I would prefer to see buffers above the minimums along the northern most property boundary and adjacent to homeowner in Chapel Ridge Subdivision.
Buffers will comply with Town of Apex UDO, but some natural features may add to the buffers.
33. Why do vehicular access point onto Chapel Ridge Road not aligned with other intersections? Why 2?

Arrows are conceptual. Discussions will need to be had with the town as to the alignment.

34. What are your stormwater plans?
    Design has not yet be determined.
35. What year storm are you designing for?
    25 year storm at a minimum, would consider adding more
36. How much new impervious surface will be added?
    Still to be determined.
37. Are you considering wet ponds, dry ponds, underground, etc?
    Design is still in progress.
38. How will the existing pond be protected?
    No discharge into the pond. Also protected by current buffer.
39. Does Apex have a requirement of planting trees back?
    Condition to plant back any trees over 18" that are removed.
40. What is the timeline for approval from the town?
    May 3rd submittal, with July/August approval for zoning. 4 mo process for Master Subdivision submittal and 4 mo process for construction drawing submittal.

AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING AND ISSUES/RESPONSES SUBMITTAL

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

I, Brendie Vega, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.

3. The meeting was conducted via Webex virtual confernece (indicate format of meeting) on 03/29/2021 (date) from 5:30 pm (start time) to 7:30 pm (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

7/9/2021
Date

By: Brendie Vega

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Katlyn B. Cockrell, a Notary Public for the above State and County, on this the 9th day of July, 2021.

SEAL

KATLYN B. COCKRELL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11/08/2022

Katlyn B. Cockrell
Notary Public

Katlyn B. Cockrell
Print Name

My Commission Expires: 11/08/2022

WithersRavenel
Our People. Your Success.

RE: CHAPEL RIDGE TOWNS – REZONING #21-CZ-15

Dear Resident:

Please find enclosed an invitation for a neighborhood meeting on **July 29, 2021** to be held virtually by WebEx from **5pm to 7pm**. You can join by computer, smartphone, tablet or other internet enabled device at the meeting link (this will first take you to a registration):

https://withersravenel.webex.com/withersravenel/j.php?MTID=m5e195d9382058fdb70fa59ccc6de8419

To join by phone you can dial in toll-fee and use the access code:

+1-415-655-0001 US Toll
Access code: 161 418 7082

Normally you would have received notice of a neighborhood meeting before we submitted our rezoning request to the Town of Apex. Unfortunately, due to a change in how iMaps calculated buffer distance and generated mailing labels, you and two other addresses were left off our notices for our initial neighborhood meeting. The initial e was held on Monday, March 29, 2021 from 5-7 pm. A recording of that meeting can be viewed on the webpage:
https://withersravenel.com/meeting/chapel-ridge-neighborhood-meeting/

Our project submittal to the Town of Apex can be viewed on their website (this may not be the latest submittal):
https://www.apexnc.org/DocumentCenter/View/35535/21CZ15?bidId=
Please send me an email if you'd like a copy of the most recent submittal.

The neighborhood meeting scheduled for July 29th will only be for the 3 addresses that were inadvertently left off the original mailing. If you are unable to attend the meeting, would like to talk outside of the meeting, or have any other questions or concerns, please do not hesitate to contact me.
bvega@withersravenel.com or 919-535-5212

We sincerely apologize that you were not initially notified, we were disappointed when the Town of Apex staff notified us of the error earlier this month. We have been informed that the Town has updated their notification policy so these errors are avoided in the future. If you have questions for the Town, the Planner on the rezoning case is Liz Loftin: Liz.Loftin@apexnc.org or 919-249-3439.

Sincerely,
WithersRavenel

Brendie Vega

Brendie Vega, ACIP, CNU-A
Director of Planning

0732228864NAVY, FRANK NAVY, CECILIA1700 ASHBARK CT
732340602SHERRY, DAVID D SHERRY, ETHEL V1512 CLARK FARM RD
0732439867SLATE, LYNN S SLATE, TERRY E1310 OLIVE CHAPEL RD

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

07/29/2021
Date

Dear Neighbor:
You are invited to an electronic neighborhood meeting to review and discuss the development proposal at

1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road — Address(es)

0732333570, 0732337537, 0732345135, 0732347080, 0732430661 — PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

An Electronic Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☒	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Town Council (QJPH*)
☐	Special Use Permit	Town Council (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
The proposal is to rezone the subject site to a Planned Unit Development with Single-Family, Townhouses, and Accessory Dwelling Units.

Estimated submittal date: Submitted May 3, 2021 - Anticipated hearing dates: Aug 9 Planning Board, Aug 24 Town Council

MEETING INFORMATION:	
Property Owner(s) name(s):	Gasiorowski Properties LLC, Paul and Anne Cain, Kenneth and Erica Christine Bunn, Warren and Dianne Hinson, Benjamin and Arnold Hoch, and Lesley Ballard
Applicant(s):	Brendie Vega
Contact information (email/phone):	919-535-5212 bvega@withersravenel.com
Electronic Meeting invitation/call in info:	Webex +1-415-655-0001 US Toll Access code: 161 418 7082
Date of meeting**:	07/29/2021
Time of meeting**:	5:00 PM - 7:00 PM

MEETING AGENDA TIMES:
Welcome: 5:00 PM Project Presentation: 5:15 PM Question & Answer: 5:45 PM

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180/Planning.

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Chapel Ridge Towns Zoning: RR to PUD

Location: 1409, 1401, 1408, 1400 Barnside Lane 1412 Olive Chapel Road

Property PIN(s): 0732333570, 0732337537, 0732345135, 0732347080, 0732430661 Acreage/Square Feet: 21.6 acres

Property Owner: See Attached

Address:

City: State: Zip:

Phone: Email:

Developer: Toll Brothers

Address: 14529 Grand Palisades Parkway

City: Charlotte State: NC Zip: 28278

Phone: 704-430-9392 Fax: Email:

Engineer: Ben Mayo

Address: 115 Mackenan Dr

City: Cary State: NC Zip: 27511

Phone: 919-238-0341 Fax: Email: bmayo@withersravenel.com

Builder (if known): Toll Brothers

Address: 14529 Grand Palisades Parkway

City: Charlotte State: NC Zip: 28278

Phone: 704-430-9392 Fax: Email: drossi@tollbrothers.com

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	 (919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

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

Meeting Format: _____

Date of meeting: _____ Time of meeting: _____

Property Owner(s) name(s): _____

Applicant(s): _____

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): _____

Applicant(s): _____

Contact information (email/phone): _____

Meeting Format: _____

Date of meeting: _____ Time of meeting: _____

Please summarize the questions/comments and your response from the Electronic Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #2:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #3:

_____

_____

Applicant's Response:

_____

_____

_____

Question/Concern #4:

_____

_____

Applicant's Response:

_____

_____

AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING AND ISSUES/RESPONSES SUBMITTAL

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

I, Brendie Vega, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, ~~all property~~ 3 owners within 300 feet of the subject property ~~and any neighborhood association that represents citizens in the area via~~ first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting. BV

3. The meeting was conducted via WebEx Virtual (indicate format of meeting) on 07/29/2021 (date) from 5 pm (start time) to 7 pm (end time).

4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

8/2/2021
Date

By: Brendie Vega

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lezlie B. Mull, a Notary Public for the above State and County, on this the 2 day of August, 2021.

SEAL

LEZLIE B MULL NOTARY PUBLIC WAKE COUNTY, NC

Lezlie B Mull
Notary Public

Lezlie B. Mull
Print Name

My Commission Expires: 07/14/2022

PIN	ADDRESS	OWNER	ACREAGE
0732333570	1121 PEMBERTON HILL RD APEX NC 27502-4280	GASIOROWSKI PROPERTIES LLC	6.10
0732337537	1401 BARNSIDE LN APEX NC 27502-8501	CAIN, PAUL A CAIN, ANNE H	4.01
0732347080	1400 BARNSIDE LN APEX NC 27502-8501	HINSON, WARREN R HINSON, DIANNE B	3.26
0732345135	1408 BARNSIDE LN APEX NC 27502-8501	BUNN, KENNETH G. BUNN, ERICA CHRISTINE	3.33
0732430661	1412 OLIVE CHAPEL RD APEX NC 27502-8511	HOCH, BENJAMIN ARNOLD HOCH, LESLEY BALLARD	4.46
BARNSIDE LANE R/W		NCDOT	.40

CHAPEL RIDGE TOWNS

PLANNED UNIT DEVELOPMENT

May 3, 2021
June 6, 2021 – 2nd Submittal
July 9, 2021 – 3rd Submittal
August 2, 2021 Planning Board Submittal

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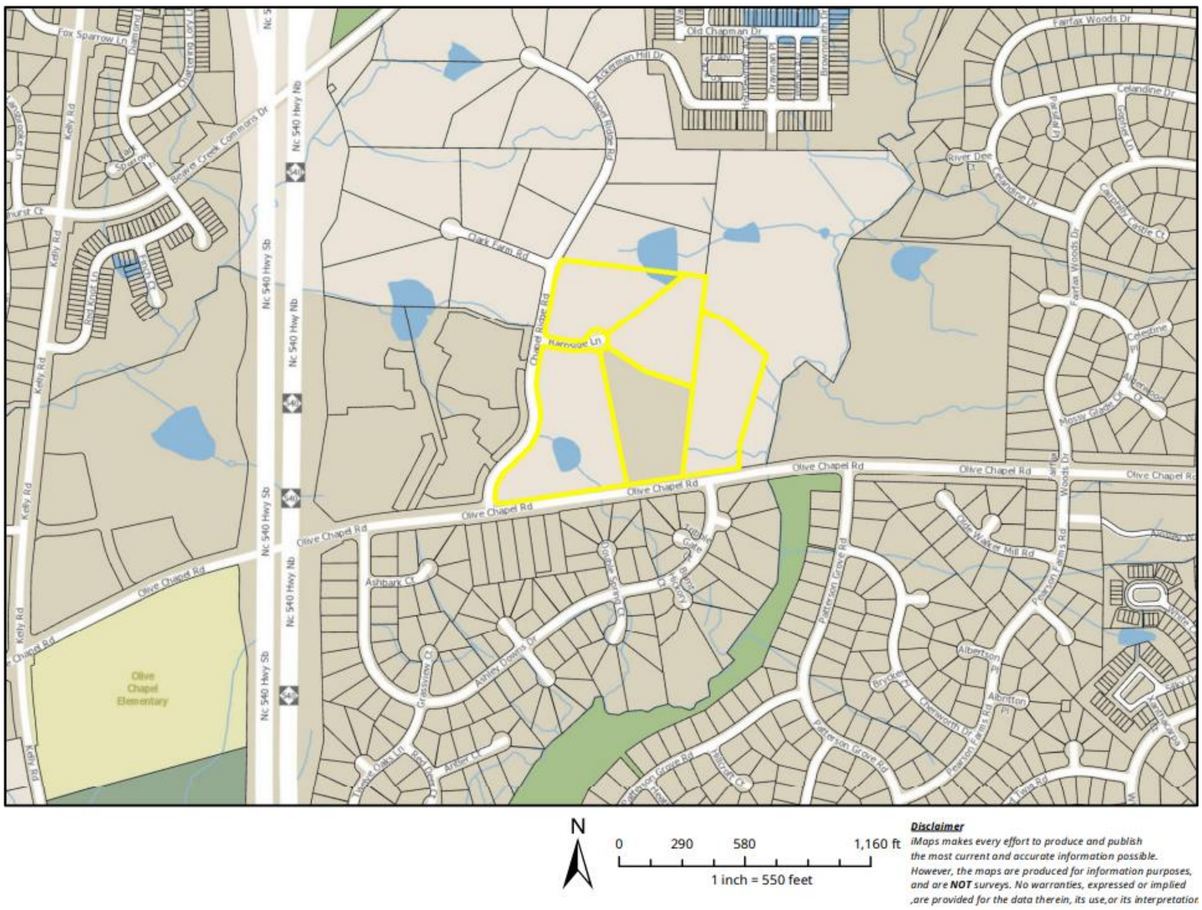
VICINITY MAP



2

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

PROJECT INFORMATION

Name of Project	Chapel Ridge Towns
PIN(s)	0732333570, 0732337537, 0732347080, 0732345135, 0732430661
Preparer Information	WithersRavenel 115 MacKenan Drive, Cary, NC 27511 Phone: 919.469.3340 Fax: 919.467.6008 Email: bvega@withersravenel.com bmayo@withersravenel.com Attn: Brendie Vega, AICP, CNU-A Ben Mayo, PE
Contract Purchaser	Toll Bros. Inc 900 Perimeter Park Drive, Suite B3, Morrisville, NC 27560 (919) 321-4800 Attn: Jeff Westmoreland, PLA
Attorney	Morningstar Law Group 421 Fayetteville St, Suite 530, Raleigh, NC 27601 (919)590-0371 Attn: Jason L. Barron, Partner
Traffic Consultant	Exult Engineering 304-F West Millbrook Road Raleigh, NC 27609 Attn: Lisa Lundeen, PE
Current Zoning Designation	Rural Residential (RR)
Proposed Zoning Designation	Planned Unit Development (PUD-CZ)
Current 2045 Land Use Map Designation	Medium Density Residential
Proposed 2045 Land Use Map Designation	Medium Density Residential
Area of Tracts (ac.)	21.17 Parcel Area 0.40 Barnside Lane R/W 21.57 Total Rezoning

LIST OF USES

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

Residential	Non-Residential
Single-Family	Utility, Minor
Accessory Apartment	Park, Active
Townhouse	Park, Passive
	Greenway

PURPOSE STATEMENT

Planned Unit Development (PUD-CZ) District Standards

The Chapel Ridge Towns PUD meets the standards of the Town of Apex UDO Sections 2.3.4.F.1.iv-vi as follows:

- The PD Plan encourages cluster and compact development to the greatest extent possible. The PD plan will be interrelated and linked internally and externally by pedestrian ways, bikeways and other transportation systems.
- Sidewalks are provided on all streets throughout the subdivision, as well as sidewalk that will be installed on the frontage of Chapel Ridge and Olive Chapel Road.
- Cul-de-sacs will be avoided and instead will provide connectivity in the form of connections to existing roads and provide stubs to future connection points.
- The development is compatible with the character of the site, where a change to existing land use patterns in the area has increased the surrounding densities and introduced non-residential uses.
- The site will be across from a proposed transit stop and is walkable to many shopping opportunities in the area.
- The PD Plan proposes architectural standards that are exceptional and provide high quality while incorporating energy saving features.

Conditional Zoning Standards

The Chapel Ridge Towns PD Plan meets the Legislative Considerations as defined in the Town of Apex UDO Sections 2.3.3.F.1-10:

- The PD Plan is consistent with the 2045 Land Use Map, which has identified this area as Medium Density Residential which allows for Single-family homes, duplexes, and townhomes.
- The proposed plan is consistent with the changing character of the neighborhood. The Town's adopted 2045 plans, are demonstrative of the changes that have occurred and are proposed for this area.
- The Zoning district supplemental standards do not apply to the uses that have been listed in the List of Uses.
- Adverse impacts will be minimal since there are currently residences in this location that are served by private services. Annexation into the Town will provide the new subdivision with trash, public water and sewer, and Town of Apex public safety services.
- While not yet designed, the subdivision will incorporate recommendations made by the Environmental Advisory Board to minimize environmental impacts.
- The proposed Conditional Zoning District uses will meet the UDO's requirements for public improvement. The introduction of public water and sewer to a neighborhood currently served by multiple wells and septic systems will improve the facilities on the site as well as to the adjoining parcels. Several of the existing homes contain underground propane tanks, which will be removed. Improvements made to the existing infrastructure as well as new infrastructure will improve the public facilities. A fee-in-lieu will be provided to the Town of Apex for parks and recreation, while other public services will benefit from the tax base provided by the increased tax value of the current properties.
- The proposed District will meet or exceed the Town's requirements which are meant to protect the health, safety and welfare of the Town and ETJ residents.
- There will be no substantial detriment to the adjacent properties. The addition of residential at a slightly higher density than what is existing will not be a substantial detriment to adjacent properties.
- The use will not constitute a nuisance or hazard as residential uses are inherently intended for the use, enjoyment and safety of residents in their homes.
- The proposed Conditional Zoning district use will meet or exceed the applicable provisions of the Ordinance except where noted in this document and as permitted by the Conditional Zoning process.

DESIGN CONTROLS

Intensity and Density

Maximum Density (du/Acre)	5.5 du/acre		
Maximum Dwelling Units	116		
Maximum Height of Buildings	45 feet, 3 stories		
Setbacks, Townhome:	Front: 19' from garage to lot line and 20' from garage to back of sidewalk	Side: 0' 8' Building to Building Corner Side: 8'	Rear: 5'
Setbacks, Single Family:	Front: 19' from garage to lot line and 20' from garage to back of sidewalk	Side: 5' Corner Side: 8'	Rear: 10'
Amount and Percentage of Built Upon Area Allowed	70%		
Amount and Percentage of Proposed Built Upon Area (Max)	70% Maximum		

Perimeter Buffers

North	20' Type A Buffer
East	20' Type B Buffer
South	30' Type B Buffer
West	20' Type B Buffer

ARCHITECTURAL CONTROLS

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. Entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. Building facades shall have horizontal relief achieved by the use of recesses and projections.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

- Windows
- Bay window
- Recessed window
- Decorative window
- Trim around the windows
- Wrap-around porch or side porch
- Two or more building materials
- Decorative brick/stone
- Decorative trim
- Decorative shake
- Decorative air vents on gables
- Decorative gable
- Decorative cornice
- Column
- Portico
- Balcony
- Dormer

SIGNAGE

All signage on the Chapel Ridge Towns site will comply with the requirements in Section 8.7 of the Town of Apex Unified Development Ordinance.

PARKING

The parking requirements of the Town of Apex UDO Section 8.3 will be met.

ENVIRONMENTAL ADVISORY BOARD RECOMMENDATIONS

The Environmental Advisory Board held a meeting with the applicant on February 18, 2021 and accepted the following recommendations as proposed by the applicant:

1. The developer shall provide pedestrian-friendly connections to the future Beaver Creek greenway expansion and surrounding neighborhoods.
2. The developer shall include signage identifying environmentally sensitive areas to discourage pet waste and chemical use in the vicinity. A minimum of 2 signs will be provided.
3. The development shall provide diverse and abundant pollinator sources (e.g. larval host plants, nectar, pollen, berries and blooming plants) that bloom in succession from spring to fall.
4. Species shall be selected from the Design & Development Manual or otherwise approved by Planning Staff.

5. The development shall provide native species listed in the Design and Development Manual or otherwise approved by Planning Staff to increase the native diversity of hardwood trees on site. No species shall constitute more than 25% of the required plantings for each planting type (trees, shrubs, etc.).
6. All homes shall be pre-configured with conduit for a solar energy system.
7. The builder will provide EV charging outlets as an option to individual units.
8. The developer shall provide at least 2 pet stations.
9. Outdoor lighting shall be full cut off and shielded to prevent glare and light spill over to minimize impact of neighboring residential properties. LED fixtures shall be used, and the lighting temperature shall be a maximum of 3500 Kelvin.

NATURAL RESOURCE AND ENVIRONMENTAL DATA

Watershed

The properties in the PD Plan are located in the Primary Watershed Overlay District and the Beaver Creek Basin.

FEMA Floodplain

The properties are not in a 100-Year Fema Flood Plain as shown on the existing conditions plan.

Resource Conservation Area

The Site is subject to the Resource Conservation Area requirements outlined in the Town of Apex Unified Development Ordinance.

The PUD will meet the requirements of:

8.1.2.C.1 Planned Developments. The RCA for all planned developments shall be determined by the Town Council per Sec. 2.3.4.F.1.c and per Sec. 8.1.2.C.4, 5, 6, 7, or 10 as applicable.

Development located north and east of NC 540 and outside Apex Peakway which do not meet the criteria of subsections 8.1.2.C.2, 3, or 10 and which are located north and east of NC 540 and outside existing and future Apex Peakway shall provide buffers and RCA equal to or greater than 20% of the gross site acreage per UDO Section 8.1.2.C.4.

Per UDO Section 7.2.5.B.8, if any mass grading is proposed in the single-family sections of the PUD, the following provision will apply to lot coverage area for single-family: An additional five percent (5%) Resource Conservation Area (RCA) shall be set aside. This requirement is added to the standard RCA percentage requirement found in Sec. 8.1.2.C Size of the RCA.

According to the North Carolina Historic Preservation Office's records, the subject site does not contain historic structures.

STORMWATER MANAGEMENT REQUIREMENTS

This project is located within the Upper Beaver Creek basin and will be required to attenuate the 1-year, 10-year, and 25-year storms.

PARKS, RECREATION AND CULTURAL ADVISORY COMMISSION REVIEW

The project was reviewed at the May 26th, 2021, PRCR Advisory Commission meeting. The Advisory Commission unanimously recommended a fee-in-lieu for the project. This is based on 127 single family attached units and the rate will be set based on the date of approval by Town Council.

PUBLIC FACILITIES REQUIREMENTS

All utilities shall meet the Town of Apex Master Utility Maps.

Sanitary Sewer Service

Sewer is not directly available and will require an extension. This will flow to Beaver Creek Pump Station. A capacity study will be required at Construction Document phase.

Water Service

Water extension along the property frontage will be required. Currently there is water on Chapel Ridge that goes to Olive Chapel Professional Park.

Gas & Electric Service

Electric service currently exists on-site and will be improved.

Roadways

A Trip Generation Letter was prepared showing the proposed land use and number of units would be below the threshold for requiring a Traffic Impact Analysis, so recommended improvements are limited to development frontage and proposed access. The Site will require an internal public roadway network and privately maintained parking spaces. The transportation system shall be consistent with the Town of Apex Transportation Plan and the Town of Apex Standard Specifications and Standard Details. Frontage improvements along Olive Chapel Road and Chapel Ridge Road have been identified and will incorporated into the design of the development, subject to approval by the Town of Apex and NCDOT.

Olive Chapel Road is identified as a 4-lane median divided thoroughfare with 6′ bike lanes and 5′ sidewalks on 110' ROW.

- Developer shall provide frontage improvements on Olive Chapel Road, maintaining the existing westbound through lane, widening for a 6′ bike lane, constructing curb and gutter along with 5′ sidewalk, and ROW dedication for half of the ultimate 110′ ROW, measured 55' from centerline. The existing two way left turn lane shall be restriped as needed to serve eastbound left turns at the proposed access.
- Developer shall provide a deceleration taper at the site access on westbound Olive Chapel Road with 50′ of full width deceleration lane and 50′ taper.

Chapel Ridge Road is identified as a minor collector street with 5′ sidewalks on 60' ROW.

- Developer shall provide frontage improvements based on a minimum 27′ curb and gutter roadway with 5′ sidewalk and ROW dedication a minimum of 30′ from roadway centerline.

Transit

GoApex Route 1 is planned to include a bus stop at the Olive Chapel Professional Park directly across Chapel Ridge Road from this site and begin service by 2022. The Route will tie into a larger network of transit that provides ridership to downtown Raleigh and the greater Triangle. A crosswalk will be provided across the stop-controlled approach of Chapel Ridge Road at Olive Chapel Road with the addition of sidewalk along the development frontage.

Pedestrian Facilities

Sidewalks shall be provided along the property frontage on Olive Chapel Road and Chapel Ridge Road as well as both sides of all proposed subdivision streets.

PHASING PLAN

Currently the intent is to prepare the site in one phase. More details will be developed at subdivision plan.

CONSISTENCY WITH ADVANCE APEX, THE 2045 PLAN

The PD Plan is consistent with the Advance Apex Plan and Maps as follows:

- The Apex 2045 Future Land Use Map identifies the subject parcels as Medium Density Residential.
- The Transit Plan Map dated April 27, 2021 shows the Future Apex Go Route 1 having a stop at the Olive Chapel Business Park. With close access to the transit stop, residents of this subdivision will be able to take transit locally and connect to the larger transit system.
- The Thoroughfare and Collector Street Plan Map dated March 29, 2021 identifies Chapel Ridge Road as an existing Minor collector Road, and Olive Chapel Road as a 4-Lane with Median, Widening.
- The Bicycle, Pedestrian and Equestrian Plan identifies proposed sidewalks along Chapel Ridge Road, and proposed sidewalks along this section of Olive Chapel Road.
- The Council recently considered a Town initiated Future Land Use Map amendment to the subject parcels to increase the density. The amendment did not move forward with Council. The Chapel Ridge Towns PUD will not pursue a Land Use Map Amendment to increase the density; however it does meet the goal of the Planning Committee by introducing a higher density near a transit stop.

CONSISTENCY WITH UNIFIED DEVELOPMENT ORDINANCE

The proposed development is consistent with all applicable requirements of the Town of Apex Unified Development Ordinance.

ELEVATIONS

Elevations will comply with the Architectural and Design Controls for the Chapel Ridge Towns PUD. Elevations submitted with this PD Plan are representative of what may be provided. Elevations will be customized to the site and may differ from what is shown in the PD Plan or on other Toll Bros. residential townhome products.

Elevations are representative of the Architectural Controls provided in the PUD PD Text. Elevations will be customized to the site and may differ from what is shown here or on other Toll Bros. residential townhome products.

CONCEPTUAL FRONT ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

CONCEPTUAL SIDE ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

CONCEPTUAL REAR ELEVATION

Elevations are for illustrative purposes only; elevations submitted with Subdivision Plans will be consistent with the written architectural standards included in the PUD

PLANNED UNIT DEVELOPMENT

CHAPEL RIDGE TRACTS

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

1ST SUBMITTAL: MAY 3, 2021 2ND SUBMITTAL: JUNE 11, 2021
3RD SUBMITTAL: JULY 9, 2021

SITE DATA

2045 LAND USE PLAN DESIGNATION	CURRENT			MEDIUM DENSITY RESIDENTIAL				
	PROPOSED			NO CHANGE				
ZONING	CURRENT			RURAL RESIDENTIAL (RR)				
	PROPOSED			PLANNED UNIT DEVELOPMENT (PUD)				
AREA OF TRACTS IN PROPOSED PUD	0732-43-0661			4.50 AC.				
	0732-45-5135			3.33 AC.				
	0732-34-7080			3.25 AC.				
	0732-33-7537			3.99 AC.				
	0732-33-3570			6.09 AC.				
	BARNSIDE LANE ROW			0.40 AC.				
	TOTAL =			21.57 AC.				
REQUESTED SEWER CAPACITY	120 GPD * 3 BEDROOMS/TOWNHOME * 120 TOWNHOMES = 43,200 GPD							
RESIDENTIAL DENSITY	MAXIMUM			5.5 DU/ACRE				
BUILDING HEIGHT	MAXIMUM			45 FT, 3 STORIES				
TOWNHOUSE BUILDING SETBACKS	FRONT	19 FT*	REAR	5 FT	SIDE	0 FT**	CORNER	8 FT
SINGLE FAMILY BUILDING SETBACKS	FRONT	19 FT*	REAR	10 FT	SIDE	5 FT	CORNER	8 FT
WATERSHED	PROPERTY LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.							
HISTORIC STRUCTURES	NONE							
COMMUNITY AMENITIES	0.7 ACRE RECREATIONAL PLAY LAWN							
SITE BUFFERS	NORTH			20' TYPE A BUFFER				
	EAST			20' TYPE B BUFFER				
	SOUTH			30' TYPE B BUFFER				
	WEST			20' TYPE B BUFFER				

*19' FROM GARAGE TO LOT LINE AND 20' FROM GARAGE TO BACK OF SIDEWALK
**8' BUILDING TO BUILDING SETBACK

NOTE: THE PARKS AND RECREATION ADVISORY COMMISSION VOTED TO APPROVE FEE-IN-LIEU OF PARK LAND DEDICATION ON _____, 2021. FEE-IN-LIEU AMOUNT TO BE DETERMINED AT THE TIME OF MASTER SUBDIVISION PLANS ACCORDING TO THE TOWN OF APEX FEE SCHEDULE.

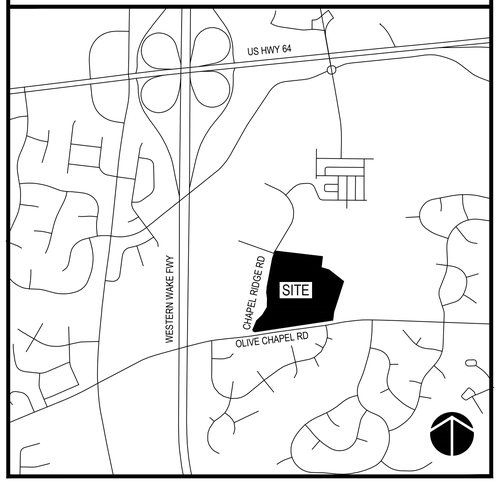
ZONING CONDITIONS

1. DEVELOPER SHALL PROVIDE FRONTAGE IMPROVEMENTS ON OLIVE CHAPEL ROAD, MAINTAINING THE EXISTING WESTBOUND THROUGH LANE, WIDENING FOR A 6' BIKE LANE, CONSTRUCTING CURB AND GUTTER ALONG WITH 5' SIDEWALK, AND ROW DEDICATION FOR HALF OF THE ULTIMATE 110' ROW, MEASURED 55' FROM CENTERLINE. THE EXISTING TWO WAY LEFT TURN LANE SHALL BE RE-STRIPED AS NEEDED TO SERVE EASTBOUND LEFT TURNS AT THE PROPOSED ACCESS.
2. DEVELOPER SHALL PROVIDE A DECELERATION TAPER AT THE SITE ACCESS ON WESTBOUND OLIVE CHAPEL ROAD WITH 50' OF FULL WIDTH DECELERATION LANE AND 50' TAPER.
3. DEVELOPER SHALL PROVIDE FRONTAGE IMPROVEMENTS ON CHAPEL RIDGE ROAD BASED ON A MINIMUM 27' CURB AND GUTTER ROADWAY WITH 5' SIDEWALK AND ROW DEDICATION A MINIMUM OF 30' FROM ROADWAY CENTERLINE.

INDEX OF SHEETS

0	COVER
1	EXISTING CONDITIONS
2	CONCEPTUAL PUD PLAN
3	CONCEPTUAL UTILITY PLAN
4	CONCEPTUAL STORM WATER PLAN

VICINITY MAP
1"=1,000'



PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

PLANNER: BRENDIE VEGA, AICP
BVEGA@WITHERSRAVENEL.COM

CIVIL ENGINEER: BEN MAYO, PE
BMAYO@WITHERSRAVENEL.COM

DEVELOPER

TOLL BROTHERS INC.
900 PERIMETER PARK DRIVE, SUITE B3
MORRISVILLE, NC 27560

ATTN: DAN ROSSI, VICE PRESIDENT - LAND DEVELOPMENT

PLANNED UNIT DEVELOPMENT
FOR: CHAPEL RIDGE TRACTS
W/R PROJECT NO.: 02201034

K:\20\20-1030\201034-Toll Brothers - Chapel Ridge Tracts\CAD\Drawing Sets\PUD\0 Cover.dwg- Tuesday, August 3, 2021 9:47:55 AM - MAYO, BEN

1. NO NGS MONUMENT FOUND WITHIN 2,000 FEET OF THE SITE.
2. THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83 (2011), NAVD 88 (GEOID 12B) STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
   - 2.1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
   - 2.2. POSITIONAL ACCURACY: 0.03' (H), 0.07' (V)
   - 2.3. GPS FIELD PROCEDURE: VRS
   - 2.4. DATE OF SURVEY: 03/31/2021
   - 2.5. DATUM/EPOCH: NAD 83 (2011), EPOCH 2010.00
   - 2.6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
   - 2.7. GEOID MODEL: GEOID 12B
   - 2.8. COMBINED GRID FACTOR: 0.99989615
   - 2.9. UNITS: U.S. SURVEY FEET
   - 2.10. GRID/GROUND POINT: Y(N) 724,296.53 X(E) 2,033,345.72
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
4. ALL AREAS DERIVED BY THE COORDINATE COMPUTATION METHOD.
5. PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, G.S. 47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION.
6. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
7. PORTIONS OF SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 3720073200J DATED MAY 02,2006.
8. LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. WITHERSRAVENEL CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.

LINETYPES

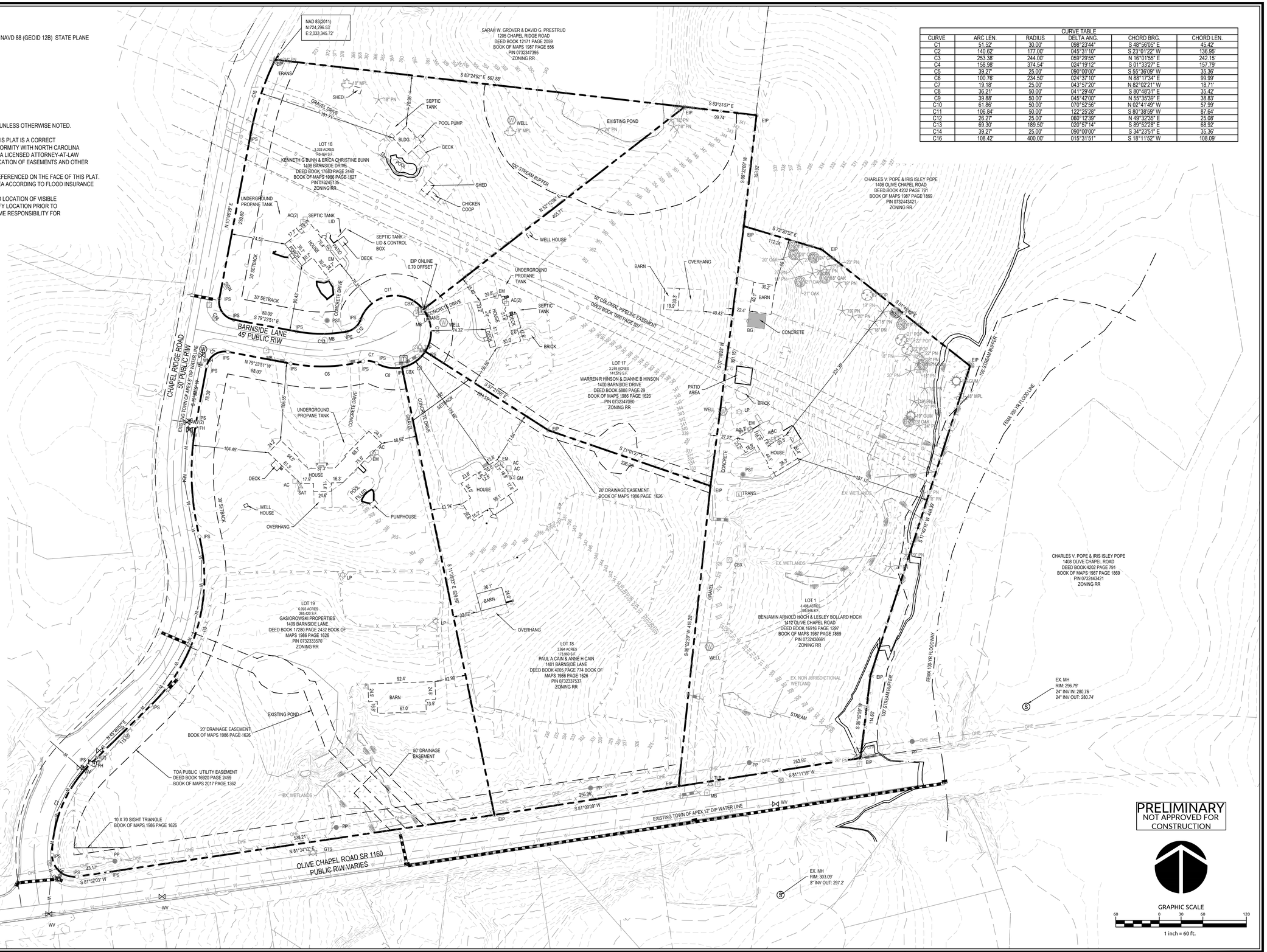
PROPERTY LINE
ADJOINER LINE
OVERHEAD ELECTRIC — OHE
GAS LINE — G
FLOOD LINE
BUFFER
WATER LINE — W
EASEMENT
GRAVEL
WETLANDS
STORM DRAIN

LEGEND

EXISTING IRON PIPE	EIP	FIBER OPTIC MARKER	FO
IRON PIPE SET	IPS	WATER MANHOLE	WMH
SIGN		BASKETBALL GOAL	BG
CLEANOUT	CO	SATELLITE DISH	SAT
SEWER MANHOLE	SSMH	AIR CONDITION UNIT	AC
CATCH BASIN	CB	POWER POLE	PP
DROP INLET		LIGHT POLE	LP
FLARED END SECTION		TRANSFORMER	TRANS
WATER SPIGOT	SPG	UNDERGROUND TELEPHONE BOX	
TELEPHONE PEDESTAL	TLP	MAILBOX	MB
CATV BOX	CBX	WATER VALVE	
GAS VALVE			
WELL	WELL		
FIRE HYDRANT			

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/2021. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 4/13/21.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED 4/27/21. BUFFERS BASED ON TOWN OF APEX STREAM BUFFER DETERMINATION (APEX #20-011).
3. REGULATORY FEMA MAPPED FLOODPLAIN EXISTS ON SITE PER FIRM MAP #3720073200J (5/2/06).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. TREE INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/21..
6. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.



CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	S 48°56'05" E	45.42'
C2	140.62'	177.00'	045°31'10"	S 23°01'22" W	136.95'
C3	253.38'	244.00'	059°29'55"	N 16°01'55" E	242.15'
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C16	108.42'	400.00'	015°31'51"	S 18°11'52" W	108.09'

No.	Revision	Date	By
1	REVISED PER TOWN COMMENTS	06/11/21	WR
2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD

APEX NORTH CAROLINA

EXISTING CONDITIONS

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Sheet No. 1

K:\02201\02201034-Trail Brothers - Chapel Ridge Trails\CAD\Drawing Sets\PUD1 Existing Conditions.dwg Friday, July 9, 2021 9:30:02 AM - MAYO, BEN

CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA ANG.	CHORD BRG.	CHORD LEN.
C1	51.52'	30.00'	098°23'44"	S 48°56'05" E	45.42'
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NOTES:

1. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.
2. PER 2.3.4(F)(1)(F)(I) OF THE UDO, THE PD PLAN FOR PUD-CZ SHALL DEMONSTRATE A SAFE AND ADEQUATE ON-SITE TRANSPORTATION CIRCULATION SYSTEM. THE ON-SITE TRANSPORTATION CIRCULATION SYSTEM SHALL BE INTEGRATED WITH THE OFF-SITE TRANSPORTATION CIRCULATION SYSTEM OF THE TOWN. THE PD PLAN FOR PUD-CZ SHALL BE CONSISTENT WITH THE APEX TRANSPORTATION PLAN AND THE TOWN OF APEX STANDARD SPECIFICATIONS AND STANDARD DETAILS AND SHOW REQUIRED RIGHT-OF-WAY WIDTHS AND ROAD SECTIONS.
3. EXISTING PONDS WILL BE EVALUATED BY A LICENSED ENGINEER. EVALUATION RECOMMENDATIONS MAY REQUIRE A CHANGE TO SIZE, BOUNDARY OR REMOVAL OF EXISTING PONDS.
4. A 30' TYPE B SHALL BE PROVIDED IF HOMES ALONG OLIVE CHAPEL ROAD ARE NOT ALLEY LOADED.

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2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD

APEX NORTH CAROLINA

CONCEPTUAL LAYOUT PLAN

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Sheet No.
2

K:\2020\02201034-Tod Brothers - Chapel Ridge Tract\CAD\Drawing Sets\PUD\Conceptual Layout Plan.dwg Friday, July 9, 2021 9:51:07 AM - CHONDRURI, SHARNA

UTILITY NOTES:

1. WATER AND SANITARY SEWER WILL BE OWNED AND MAINTAINED BY THE TOWN OF APEX.
2. FIRE HYDRANTS, VALVES, SERVICES, METERS, AND APPURTENANCES SHALL BE DESIGNED PER THE TOWN OF APEX CONSTRUCTION SPECIFICATIONS AND SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
3. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. DELINEATION WILL BE DETERMINED WITH FINAL DESIGN OF INTERNAL PUBLIC STREETS AT THE SUBDIVISION PLAN STAGE. MINIMUM UNDISTURBED BUFFER WIDTHS SHALL BE EXCLUSIVE OF UTILITY EASEMENTS UNLESS APPROVED BY THE DIRECTOR OF THE PUBLIC WORKS & UTILITIES DEPARTMENT.
4. THE DEVELOPER WILL ACTIVELY WORK WITH THE TOWN OF APEX TO PRESERVE EXISTING TREES ON SITE. THESE AREAS SHALL INCLUDE REQUIRED LANDSCAPE BUFFERS, RCA AREAS, NON-BUFFERED AND NON-RCA AREAS, AREAS OF PROPOSED UTILITY LINES, AND ADJACENT TO THE SUBJECT PROPERTY, TO THE MAXIMUM EXTENT POSSIBLE.
5. UTILITY LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED AT THE SUBDIVISION PLAN STAGE.
6. IN NATURAL DRAINAGE WAYS, SEWER SHALL BE EXTENDED TO PROPERTY LINES TO READILY ENABLE FUTURE CONNECTIONS TO ADJOINING PROPERTY. SEWER DESIGN SHALL ACCOUNT FOR FUTURE UPSTREAM DEVELOPMENT BASED ON THE CURRENT LAND USE PLAN, AND SHALL INCLUDE EVALUATION OF EXISTING DOWNSTREAM SEWER CAPACITY.

Sewer mains shall always be extended along any and all natural drainage courses/draws that are located within the property line boundaries of the proposed development. This sewer shall be extended to all adjacent upstream property lines.

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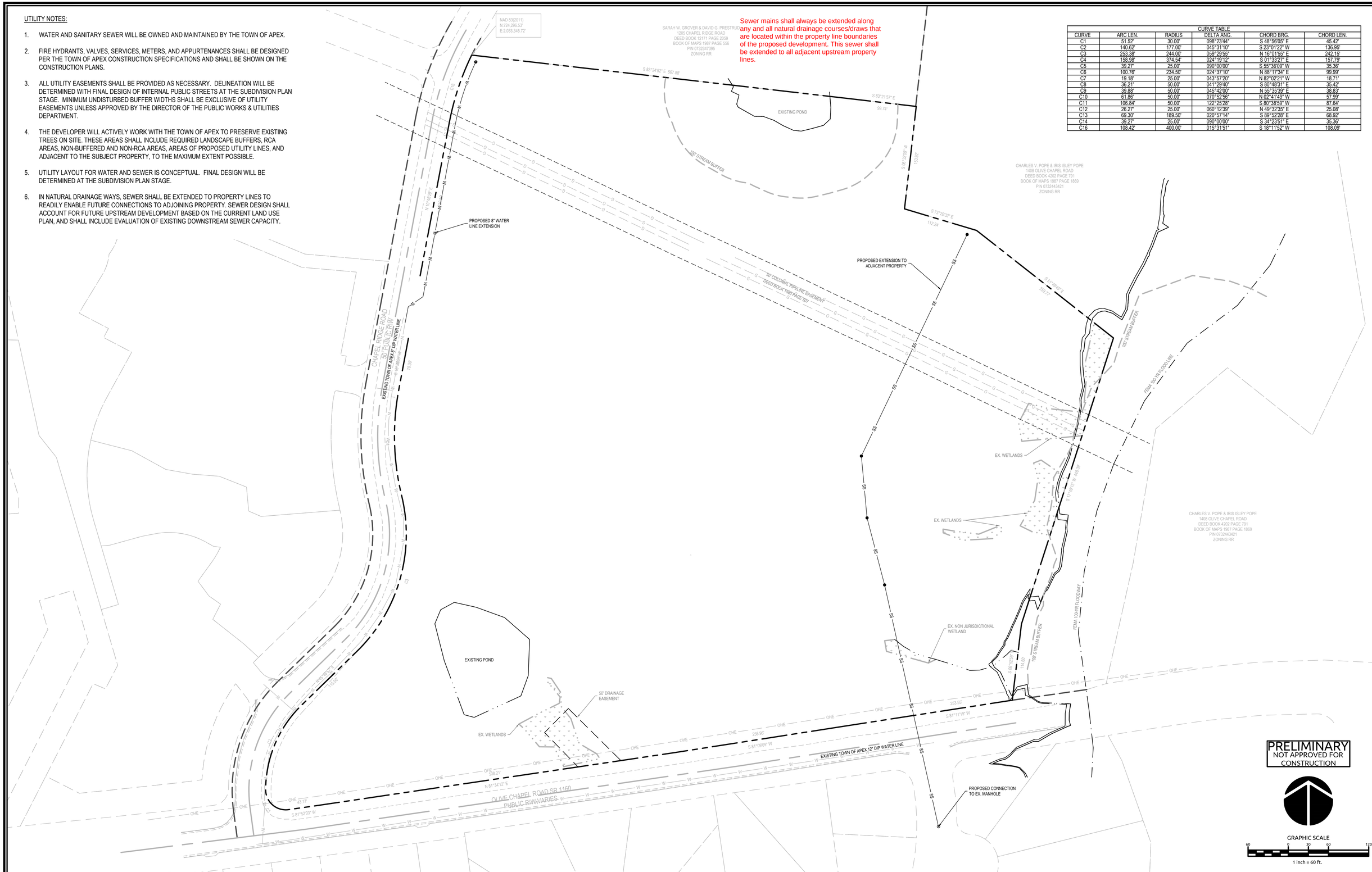

No.	Revision	Date	By
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2	REVISED PER TOWN COMMENTS	07/09/21	WR

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD

APEX NORTH CAROLINA

CONCEPTUAL UTILITY PLAN

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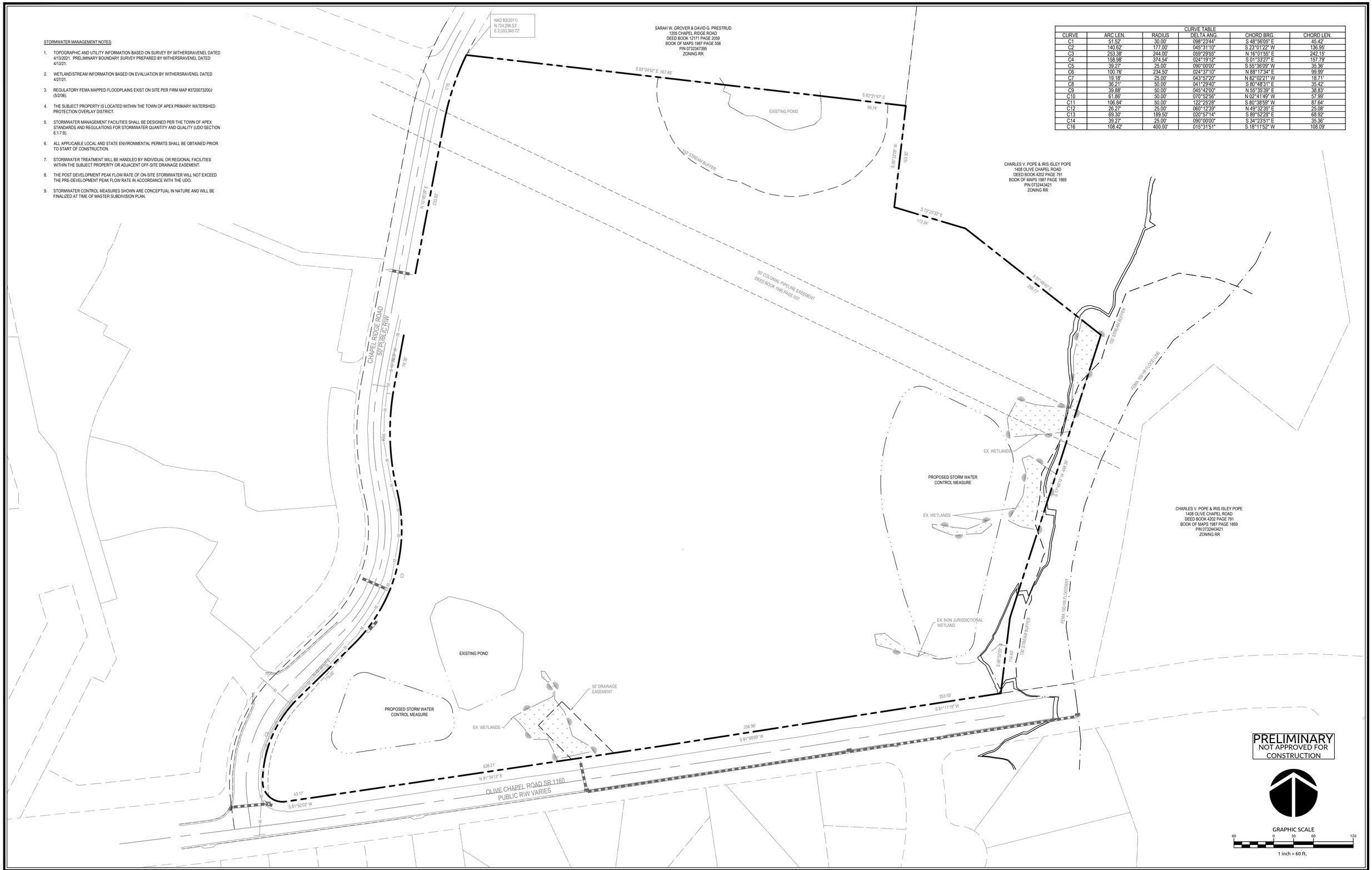
Sheet No.
3

K:\2020-\02021034-Tab Business - Chapel Ridge Twins\CAD\Drawing Sets\PUD\1 Conceptual Utility Plan.dwg Friday, July 9, 2021 9:30:19 AM MAYS, BEN

STORMWATER MANAGEMENT NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON SURVEY BY WITHERSRAVENEL DATED 4/13/2021. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 4/13/21.
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY WITHERSRAVENEL DATED 4/27/21.
3. REGULATORY FEMA MAPPED FLOODPLAINS EXIST ON SITE PER FIRM MAP #3720073200J (5/2/06).
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED PER THE TOWN OF APEX STANDARDS AND REGULATIONS FOR STORMWATER QUANTITY AND QUALITY (UDO SECTION 6.1.7 B).
6. ALL APPLICABLE LOCAL AND STATE ENVIRONMENTAL PERMITS SHALL BE OBTAINED PRIOR TO START OF CONSTRUCTION.
7. STORMWATER TREATMENT WILL BE HANDLED BY INDIVIDUAL OR REGIONAL FACILITIES WITHIN THE SUBJECT PROPERTY OR ADJACENT OFF-SITE DRAINAGE EASEMENT.
8. THE POST DEVELOPMENT PEAK FLOW RATE OF ON-SITE STORMWATER WILL NOT EXCEED THE PRE-DEVELOPMENT PEAK FLOW RATE IN ACCORDANCE WITH THE UDO.
9. STORMWATER CONTROL MEASURES SHOWN ARE CONCEPTUAL IN NATURE AND WILL BE FINALIZED AT TIME OF MASTER SUBDIVISION PLAN.



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Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2021
Checked By	WR	Job No.	02201034

CHAPEL RIDGE PUD

APEX NORTH CAROLINA

CONCEPTUAL STORMWATER PLAN

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Sheet No.
4

K:\02020-\02020103\04-Tab Bonfires - Chapel Ridge Tract\CAD\Dwrng Sets\PLD\4-Conceptual Stormwater Plan.dwg Friday, July 9, 2021 9:38:15 AM MAYO, BEN

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the August 24, 2021 Town Council meeting regarding various amendments to the Unified Development Ordinance.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Summary of UDO Amendments

Requested by Planning Staff:

1. Amendments to Secs. 2.1.1 *Town Council*; 2.1.3.A *Board of Adjustment, Powers and Duties*; 2.1.7.A *Technical Review Committee, Powers and Duties*; 2.2.11.E *Public Notification, Timing of Notice*; 2.2.15 *Action by the Town Council*; 2.3.1 *Development Approvals, General Overview*; 2.3.5 *Special Use Permit*; 2.3.6 *Site Plan*; 2.3.7.E *Construction Plans for Master Subdivision Plans*; 14.1.1 *Dedication Generally; Fee in Lieu of Dedication Generally; Construction of Public Recreation Facilities with Fee-in-Lieu Monies Generally*; and 14.1.5 *Procedure for Determination of Choice Between Land Dedication, Payment of Fee-in-Lieu, Construction of Public Recreation Facilities with Fee-in-Lieu Monies, or Combination Thereof; Performance Guarantees* in order to revise the definition of a Major Site Plan and the standards for approval, change the decision authority for Major Site Plans from Town Council to the Technical Review Committee, change the decision authority for Special Use Permits from Town Council to the Board of Adjustment, and change all "Development Services Supervisor" references to "Development Services Manager".
2. Amendments to Secs. 4.2.2 *Use Table*, 4.3 *Use Classifications*, and 4.4 *Supplemental Standards* in order to reduce the number of uses requiring Special Use Permit approval by either removing the use from a zoning district, changing the use from a Special Use to a Permitted Use in a zoning district or by amending the description of the use or the supplemental standards for the use.

3. Amendments to Secs. 8.3.2 *Off-Street Parking Requirements*, 8.3.6.D *Parking Lot Design Standards, Surfacing and Maintenance* and 4.4.5.H *Supplemental Standards, Commercial Uses* in order to amend the minimum parking standards for "Repair and maintenance general" and "Automotive paint or body shop", add a missing reference to "square feet" in a parking standard, allow the use "Land clearing and inert debris landfill" to utilize gravel parking except for accessible spaces, and to require vehicle storage areas associated with the use "Automotive paint or body shop" to be screened according to the standards in Sec. 4.1.2.D.

<u>Attachments</u>

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve an auto-renewing agreement with HireRight, LLC, for employee background check services.

Approval Recommended?

Yes

Item Details

In an effort to expedite the hiring process, the Human Resources Department would like to enter into an agreement with HireRight, LLC to provide background check services for Town new hires/employees. The HR Department evaluated two vendors for these services - our current vendor, Castlebranch, and HireRight. While services and prices offered by both vendors were similar, HireRight also has the capability of being fully integrated with our Recruiting system, which would fully automate the background check process. This automation will not only save time in hiring process, but will also be more convenient for both the recruiter and candidate being hired. Because this agreement is auto-renewing and includes the vendor's standard contract language that is not normally included in Town contracts, it requires Town Council approval. The Town's legal department has reviewed the contract and is comfortable with us moving forward with Town Council's approval.

Attachments

- HireRight Service Agreement
- HireRight Compliance Certification
- HireRight Schedule of Fees

HIRERIGHT SERVICE AGREEMENT

This Service Agreement ("Agreement") is between HireRight, LLC, a Delaware limited liability company ("HireRight") and the Subscriber electronically signing hereto, on behalf of itself and its officers and employees ("Subscriber"), and is effective ("Effective Date") on the date of HireRight`s activation of Subscriber`s account.

1. **HIRERIGHT SERVICES**

   HireRight is a global provider of background screening services. In the United States, HireRight is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. ?1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that HireRight furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by HireRight pursuant to this Agreement are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Agreement, and upon Subscriber`s request, HireRight will furnish Screening Reports and the related services described in this Agreement in connection with Subscriber`s screening, as applicable, of employees or candidates for employment (including, without limitation, independent contractors, temporary workers /employees, and volunteers), and/or other individuals for legally permissible employment-related purposes (each, an "Applicant").

2. **SUBSCRIBER OBLIGATIONS**

   (a) Compliance with Applicable Laws. Subscriber shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to Subscriber in connection with its procurement and use of Screening Reports and other services provided pursuant to this Agreement. If utilizing HireRight`s FCRA-regulated services, Subscriber is considered a "user" of Screening Reports under the FCRA and applicable state law, and accordingly: (i) Subscriber shall comply with its compliance certifications and obligations set forth in Attachment A, and (ii) Subscriber acknowledges it has received, reviewed and will comply with its obligations in the Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA currently available at:www.hireright.com/pdfs/ftcNoticeToUsers.pdf. Subscriber acknowledges that if it obtains services from HireRight under this Agreement that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then Subscriber may have additional or different legal obligations than those described in this section, and Subscriber shall comply with all such Laws and obligations. Subscriber shall promptly notify HireRight if Subscriber believes it has failed to fulfill any obligation in this Agreement, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.

(b) Account Credentialing, Access and Maintenance. Prior to obtaining services from HireRight, Subscriber must satisfy HireRight`s client credentialing requirements, which may include a physical on-site inspection. Subscriber shall cooperate with HireRight`s client credentialing process and pay the associated fee, if any, set forth in this Agreement. Subscriber shall designate to HireRight the name of a "Super User(s)" who shall be: (i) Subscriber`s main contact(s) for the services obtained under this Agreement, and (ii) responsible for the strict administration and control of Subscriber`s account login codes and passwords. The Super User(s) shall identify and authorize all Subscriber account users and their respective access privileges, and promptly notify HireRight of any changes to Subscriber`s company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with Section 4, a Super User may be an Outsourced Provider.

(c) Data Privacy and Security. Subscriber shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the HireRight system and Screening Reports. At a minimum, Subscriber shall comply with the Information Access & Security Requirements set forth in Attachment A. HireRight may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Subscriber`s account if HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Subscriber`s account.

(d) Audits and Record Retention. HireRight, on behalf of itself and/or its Suppliers (e.g. State Departments of Motor Vehicles, National Credit Bureaus, etc.) may conduct reasonable periodic audits of Subscriber`s compliance with this Agreement. Unless otherwise prohibited by applicable Laws, Subscriber shall, for a minimum period of five (5) years, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices (as further described in Attachment A). Subscriber shall, upon reasonable advance notice, during its normal business hours, make available to HireRight and/or its Suppliers such documentation reasonably requested to demonstrate Subscriber`s compliance with its obligations in this Agreement. If Subscriber becomes aware of an audit initiated by a third-party involving HireRight`s Screening Reports or other services provided pursuant to this Agreement, Subscriber shall provide HireRight prompt written notice of the audit. Subscriber shall not provide access to its HireRight account or Screening Reports to any auditing party unless required to do so by applicable Laws and HireRight expressly consents to such access request.

(e) Prohibition on Resale or Reuse of Reports. Subscriber shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure, as defined below in Section 10(c)). Subscriber shall use Screening Reports solely as an end-user, for a single, one-time use.

(f) Adjudication Details and Responsibility. This Section 2(f) is only applicable if Subscriber utilizes HireRight`s Managed Adjudication Services, as described below and subject to applicable product/service specifications. If Subscriber elects to obtain such

services, Subscriber shall provide HireRight with the criteria, guidelines and instructions established by Subscriber for determining whether the information in an Applicant`s Screening Report satisfies Subscriber`s eligibility criteria ("Adjudication Guidelines"). HireRight will apply Subscriber`s Adjudication Guidelines to the Screening Report information reported by HireRight and then provide to Subscriber a status that reflects the outcome of such application ("Managed Adjudication Services"); provided, however, that HireRight will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by Subscriber. If HireRight performs Managed Adjudication Services on behalf of Subscriber, HireRight`s sole responsibility will be to perform such services accurately in accordance with Subscriber`s then-current Adjudication Guidelines provided to HireRight. Subscriber represents and warrants to HireRight that the Adjudication Guidelines comply with all applicable Laws and acknowledges that Subscriber is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. Subscriber may update its Adjudication Guidelines from time to time by providing advance written notice to HireRight, and such updated Adjudication Guidelines will be effective upon HireRight`s written confirmation to Subscriber.

(g) Compliance Responsibility; No Legal Advice. Subscriber acknowledges that HireRight will not render any opinions regarding Screening Report content, and Subscriber shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by HireRight are provided for informational purposes only, and not for the purpose of providing legal advice and/or Subscriber`s reliance. SUBSCRIBER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH SUBSCRIBER`S LEGAL /REGULATORY OBLIGATIONS RELATED TO, THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "SUBSCRIBER COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS AGREEMENT; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY SUBSCRIBER, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF SUBSCRIBER IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. SUBSCRIBER SHALL NOT ASSERT ANY CLAIM AGAINST HIRERIGHT FOR, AND WAIVES LIABILITY AGAINST HIRERIGHT FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE SUBSCRIBER COMPLIANCE OBLIGATIONS.

(h) Applicant Information and Identity Verification. Subscriber acknowledges that, in preparing Screening Reports, HireRight relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to HireRight by the Applicant and/or Subscriber, as applicable. Subscriber acknowledges that: (i) Subscriber is responsible for confirming that the Applicant is who they claim to be; and (ii) Subscriber is advised to review the completed Screening Report in comparison to the Applicant`s job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by HireRight to prepare the Screening Report, as well any additional identifying information obtained by HireRight while preparing the Screening Report, matches the identifying information provided by the Applicant to Subscriber. Subscriber understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) HireRight is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.

3. **HIRERIGHT OBLIGATIONS**

(a) Compliance with FCRA and Other Applicable Laws. HireRight shall comply with all Laws applicable to HireRight in its preparation and transmission of Screening Reports and other services provided pursuant to this Agreement.

(b) Service Performance; Service Revisions. Upon Subscriber`s request, HireRight shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees attached hereto as Attachment B, as may be amended by the parties from time to time ("Schedule of Fees"). Subscriber acknowledges that: (i) HireRight may fulfill its services under this Agreement through its affiliates, subsidiaries and subcontractors, provided, HireRight shall remain solely responsible for its obligations under this Agreement, and (ii) HireRight relies on the information furnished by Subscriber, Subscriber`s Applicants, and third-party information suppliers ("Suppliers") when preparing Screening Reports. Subscriber acknowledges that HireRight may, from time to time, modify, enhance and/or discontinue specific services. HireRight will use commercially reasonable efforts to provide notice to Client if a service will be discontinued or materially changed.

(c) Training and Account Implementation. The fees set forth in the Schedule of Fees include HireRight`s standard account implementation services and HireRight`s standard user-training as detailed in Attachment B. Subscriber acknowledges that reasonable additional service support fees may apply if Subscriber cancels scheduled training sessions without providing reasonable advance notice to HireRight or HireRight otherwise provides non-standard training to Subscriber.

(d) Data Privacy and Security. HireRight shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against HireRight`s accidental or unlawful

destruction and unauthorized disclosure or access. HireRight is not responsible for disclosure or compromise of such data due to Subscriber`s acts or omissions, or otherwise resulting from use of Subscriber`s passwords or accounts, due to no fault of HireRight.

(e) Record Retention. Subject to Section 13(c), during the Term of this Agreement, HireRight shall maintain Screening Report information for a minimum of five (5) years, unless otherwise required or prohibited by applicable Laws.

(f) Management Reports. HireRight shall provide Subscriber with HireRight`s standard "Management Reports" functionality to enable Subscriber to generate available reports relating to Subscriber`s account activity.

(g) Service Standards; Disclaimer of Warranty. HIRERIGHT`S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. HIRERIGHT WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND HIRERIGHT WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "HIRERIGHT COMPLIANCE OBLIGATIONS"). SUBSCRIBER ACKNOWLEDGES THAT HIRERIGHT IS NEITHER AN INSURER NOR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF HIRERIGHT AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HIRERIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.

(h) Matching and Reporting Guidelines. Subscriber acknowledges that in performing its services under this Agreement HireRight follows certain internally developed and defined record matching and reporting guidelines designed for HireRight to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines are subject to change from time to time in HireRight`s sole discretion (subject to HireRight`s compliance with applicable Laws). HireRight makes a summary of such Reporting Guidelines available to Subscriber from within Subscriber`s password-protected HireRight account. The Reporting Guidelines constitute HireRight`s Confidential Information and are made available to Subscriber only for its use in understanding HireRight`s Reporting Guidelines. Any further distribution of the Reporting Guidelines by Subscriber is strictly prohibited.

(i) Professional Reference Services. If Subscriber engages HireRight to perform professional reference checks, HireRight`s sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by Subscriber; and (ii) accurately convey the Reference Provider`s responses to Subscriber`s reference questions, subject to adjustments HireRight determines in good faith are necessary or advisable to ensure HireRight`s compliance with applicable Laws in conveying such responses. Subscriber shall indemnify, defend and hold HireRight harmless from and against any Claims (as defined below in Section 12) to the extent arising out of: (i) the content of reference questions that have been customized at Subscriber`s request; or (ii) the content of a Reference Provider`s responses accurately reported by HireRight as received from the Reference Provider.

4. **OUTSOURCED PROVIDER**

This Section 4 is only applicable if Subscriber uses Outsourced Provider services, as outlined below. If Subscriber uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Subscriber in connection with Subscriber`s permissible procurement and use of HireRight`s Screening Reports and other services, Subscriber shall first identify to HireRight in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Agreement applicable to Subscriber (including, without limitation, compliance with all Laws with respect to the procurement and use of Screening Reports; protection of the confidentiality of HireRight`s Confidential Information; and prohibition against re-using, transferring (other than to Subscriber or its Applicant) and/or reselling Screening Reports). As between Subscriber and HireRight, Subscriber agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable Laws or the terms of this Agreement shall be considered a violation of this Agreement by Subscriber. Subscriber authorizes HireRight to deal directly with the Outsourced Provider as Subscriber`s authorized agent, and as between Subscriber and HireRight, Subscriber shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit HireRight to disclose the Applicants` Screening Reports to the Outsourced Provider. The Outsourced Provider shall perform its services onsite at Subscriber`s place of business. If the Outsourced Provider wishes to perform its services for Subscriber and/or access or retain Screening Reports at the Outsourced Provider`s own business premises, Subscriber shall notify HireRight in advance, and HireRight shall have the right, at Subscriber`s cost of $150, to perform for regulatory compliance purposes HireRight`s standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider`s business premises. Subscriber shall obtain HireRight`s advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some

HireRight services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Outsourced Provider.

5. **EXTENDED WORKFORCE SCREENING**

This Section 5 is only applicable if Subscriber uses HireRight`s Extended Workforce Screening services, as outlined below. Upon execution by Subscriber`s authorized third-party vendor(s) (each, a "Vendor") of HireRight`s Extended Workforce Subscriber Agreement, HireRight shall furnish to Vendors, upon their request, Screening Reports with respect to the Vendor`s own applicants or employees (each, a "Vendor Applicant") who are being evaluated to provide services on behalf of the Vendor to Subscriber. Subject to the Vendor`s consent, and at Subscriber`s request, HireRight will provide Subscriber with system access to the Vendor Applicant Screening Reports solely for purposes of auditing and, if applicable, adjudicating the results thereof to determine the Vendor Applicant`s eligibility to perform contracted services for Subscriber. Subscriber shall not use the Vendor Applicant Screening Reports for any other purpose. Subscriber shall comply with all applicable Laws and the terms of this Agreement (including, without limitation, with respect to the access, retention, destruction and use of the Vendor Applicant Screening Reports). Subscriber and Vendor shall consult and facilitate with each other to provide proper Vendor Applicant disclosure and obtain proper Vendor Applicant consent and, as applicable, determine if and when an "adverse action(s)" (within the meaning of the FCRA or other applicable Laws) has occurred or will occur in relation to Vendor Applicant Screening Reports and, in such event, determine which party or parties (i.e., Subscriber and/or Vendor) shall provide the Vendor Applicant with appropriate pre-adverse action and adverse action notifications, as applicable and in accordance with applicable Laws. HireRight will configure the Vendor`s screening packages in accordance with Subscriber`s instructions provided to HireRight from time to time. Unless otherwise agreed by the parties in writing, HireRight`s fees for the Vendor Applicant Screening Reports will correspond to Subscriber`s fees set forth in this Agreement, and unless Subscriber has expressly agreed in writing to assume the fees for the Vendor Applicant Screening Reports, HireRight will bill the Vendor directly for such services and Subscriber shall not be responsible for such fees. Subscriber`s continued system access privileges (if any) to the Vendor Applicant Screening Reports will cease upon expiration or earlier termination of this Agreement. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some HireRight services may not be available through an Extended Workforce Screening relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Vendor.

6. **I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES**

Subscriber acknowledges that HireRight`s services do not alleviate Subscriber of its responsibility for performing in-person verification of its employees` identities, checking photo identification and completing, verifying and retaining the employees` Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Subscriber obtains HireRight`s I-9 and/or E-Verify employment eligibility services

pursuant to this Agreement, Subscriber and HireRight agree to comply with the following obligations, as applicable based on the particular service(s) obtained by Subscriber:

(a) Subscriber I-9 Obligations. Subscriber shall identify and comply with all Laws applicable to Subscriber in connection with its use of I-9 services.

(b) HireRight I-9 Obligations. If Subscriber orders the HireRight I-9 Solution, HireRight will provide Subscriber an electronic Form I-9 that meets U.S. Citizenship and Immigration Services ("USCIS") regulations related to electronic Form I-9 management.

(c) Subscriber E-Verify Obligations. Subscriber acknowledges that it is Subscriber`s responsibility to complete all E-Verify Checks in accordance with applicable Laws. Subscriber shall: (i) identify and comply with all Laws applicable to Subscriber in connection with its use of E-Verify Checks, (ii) provide HireRight with the information requested in the E-Verify Company Profile document provided by HireRight for purposes of obtaining a unique E-Verify Program ID number for Subscriber, (iii) enter into the E-Verify Memorandum of Understanding ("MOU") with the Department of Homeland Security ("DHS"), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation ("FAR") rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify HireRight and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.

(d) HireRight E-Verify Obligations. If Subscriber orders E-Verify Checks, HireRight shall enter into the MOU as Subscriber`s E-Verify Employer Agent, and HireRight shall comply with its obligations under the MOU.

7. **MOTOR VEHICLE REPORTS; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND HEALTH SERVICES; PROFESSIONAL SERVICES**

(a) Motor Vehicle Reports. Subscriber acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Agreement. If Subscriber requests MVRs or related information from HireRight under this Agreement, then Subscriber further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Subscriber`s business in all states where Subscriber conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver`s Privacy Protection Act, 18 U.S.C. ?2721 et seq. ("DPPA"); (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon HireRight`s request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Subscriber`s access to MVRs.

(b) Alias/Address History Services. HireRight has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History

Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. ?6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding an Applicant`s residential address history and "Alias" names that might have been used by the Applicant. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Even if Subscriber orders Alias /Address History Services, Subscriber acknowledges that it must separately and additionally order HireRight`s AKA Search product if Subscriber wants HireRight to perform additional searches based on the Alias name information obtained with the Alias /Address History Services; otherwise, HireRight will search using only the Applicant`s name as provided to HireRight by Subscriber or its Applicant, as applicable. If Subscriber obtains Alias/Address History Services from HireRight, Subscriber shall comply with the following requirements and restrictions (which are based on statutory and/or Supplier requirements): (i) Subscriber will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Subscriber shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to an Applicant; (ii) Subscriber`s sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Subscriber by the Applicant in connection with the transaction pursuant to which the Applicant authorized Subscriber to obtain a report regarding the Applicant; (iii) Subscriber will limit its use of Alias/Address History Services to the foregoing stated purpose; (iv) Subscriber will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Subscriber will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining the Applicant`s eligibility for credit, insurance, employment or any other product, service or transaction not authorized in this paragraph; and (vi) Subscriber will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Subscriber`s right to use information in Screening Reports (other than Alias/Address History Services data) for determining an Applicant`s employment eligibility in accordance with this Agreement.

(c) Intentionally Omitted.

(d) Professional Services. Unless otherwise expressly stated in Attachment B, HireRight`s fees in the Schedule of Fees correspond to HireRight`s standard technology, product and service offerings, and exclude any customized technology development, training, reporting, product features and service levels. Should Subscriber request (and HireRight agree to provide) such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable written statement of work, addendum or amendment.

8. **AFFILIATE ORDERING RIGHTS**

Upon HireRight receiving authorization from Subscriber in a form reasonably acceptable to HireRight, HireRight will permit an Affiliate of Subscriber to order HireRight`s services under the same terms and conditions as this Agreement, provided that: (i) the Affiliate is neither an existing customer nor a competitor of HireRight, (ii) the Affiliate satisfies HireRight`s standard account access credentialing requirements, and (iii) the Affiliate and/or Subscriber, as applicable, execute a mutually acceptable "join-on" agreement, "letter of authorization", or equivalent, that binds the Affiliate to the terms of this Agreement, and includes a compliance certification from Affiliate reasonably acceptable to HireRight. For purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with Subscriber.

9. **PAYMENT TERMS; FEES**

(a) Creditworthiness; Right to Assurance. Subscriber agrees that HireRight may determine Subscriber`s creditworthiness through HireRight`s review of available data and verification sources, and HireRight may establish Subscriber`s payment terms under this Agreement based on such review. Upon HireRight`s request, Subscriber shall provide to HireRight Subscriber`s relevant financial information that HireRight determines is reasonably necessary for establishing Subscriber`s payment terms. If, at any time, Subscriber fails to comply with the payment terms of this Agreement, if Subscriber experiences a material adverse change in its financial condition, if Subscriber presents an undue risk of non-payment in HireRight`s reasonable opinion, or if HireRight has a good faith reason to believe Subscriber does not intend to, or is unable to perform its obligations in this Agreement, HireRight may at its option (and in addition to any other remedies available by Law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Subscriber; (ii) adjust Subscriber`s payment terms; (iii) refuse to accept additional orders from Subscriber; and /or (iv) require adequate written assurance of Subscriber`s intent and ability to perform its obligations.

(b) Payment Terms; Billing Disputes. HireRight shall invoice Subscriber on a monthly basis, and Subscriber shall pay all amounts due within thirty (30) days of receiving the invoice, subject to any payment term modifications made by HireRight pursuant to Sections 9(a) or 9(b) of this Agreement (in which case, HireRight will provide written notice to Subscriber). Subscriber shall promptly review each invoice and notify HireRight of any alleged errors or disputes on or before the due date of such invoice. Subscriber waives the right to dispute any charges or other invoice details not disputed within such timeframe. If all undisputed amounts due are not received by HireRight by the due date, HireRight may, in addition to its rights in Section 9(a) and upon ten (10) days advance written notice: (i) suspend Subscriber`s account until such time as all delinquent payments are received, and/or (ii) charge Subscriber interest on the outstanding balance at a rate that is the lesser of: (a) 11/2% per month, or (b) the highest rate permitted by applicable Laws. Subscriber shall reimburse HireRight for any attorneys` fees and reasonable costs incurred by HireRight in connection with efforts to collect amounts due from Subscriber under this Agreement.

(c) Fees; Taxes; Fee Revisions. Subscriber shall pay for all services provided pursuant to this Agreement at the rates set forth in the Schedule of Fees. HireRight`s fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes ("VAT") applicable to the services. If HireRight`s services are or become subject to sales tax or VAT, then Subscriber shall be responsible for such taxes and, where applicable, Subscriber shall self-account for local VAT via a self-charging or reverse charge mechanism. If Subscriber requests and HireRight provides additional services not initially set forth in the Schedule of Fees, such added services will be hereby incorporated into this Agreement at HireRight`s then-current rates unless otherwise mutually agreed in writing by the parties. Subscriber shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Screening Reports. Such pass-through fees, taxes and charges are subject to change without prior notice. HireRight may reasonably revise the pricing rates in this Agreement upon providing thirty (30) days advance notice to Subscriber and such changes will become effective without requiring formal amendment to this Agreement. In addition, if at any time there are changes in Laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase HireRight`s cost of providing services under this Agreement or reasonably require additional related services to be provided by HireRight, or in HireRight`s determination restrict its ability to reasonably continue to provide the services pursuant to the terms of this Agreement, HireRight may, upon providing written notice to Subscriber, and in addition to its rights under Section 3(b) of this Agreement, add a reasonable surcharge or pricing modification to cover the added costs of providing the affected service(s). Subscriber acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations initiated after processing has commenced.

10. **CONFIDENTIAL INFORMATION**

(a) Confidential Information Defined. Pursuant to this Agreement, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including, without limitation, its software; systems and technology; product and service specifications, methodologies and strategies; financial condition/financial results; pricing; Screening Reports; invoices; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of the Confidential Information; (iii) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party`s knowledge, under any obligation to keep such information confidential.

(b) Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all commercially reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the confidentiality of its own confidential materials and information); (iii) that it will not, without the prior written consent of the Disclosing Party, or except in conjunction with a Required Disclosure, disclose any portion of the Confidential Information to any third-party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party shall ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, software, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) Required Disclosures. If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information (collectively, a "Required Disclosure"), the Receiving Party may make such disclosure, provided, to the extent legally permissible, it gives prompt written notice to the Disclosing Party of such Required Disclosure so that Disclosing Party may seek an appropriate protective order. HireRight will not: (i) be restricted from disclosing to Applicants their Screening Reports and file information, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its obligations under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or related Applicant data in HireRight`s files.

11. **LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable Laws, each party`s total liability to the other party pursuant to this Agreement ("Limitation of Liability") shall not exceed three (3) times the fees paid by Subscriber and collected by HireRight pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. HireRight`s liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record(s) at issue (e.g., should HireRight fail to accurately report an Applicant`s motor vehicle record containing a moving violation, and if the Applicant is subsequently terminated by Subscriber for poor performance in a non-driving capacity, such performance would not be conduct of the same class as the moving violation). With respect to HireRight`s liability relating to any Applicant claim alleging inaccurate or incomplete Screening Report information, Subscriber shall, prior to having taken any action adverse to the Applicant based on the inaccurate or incomplete Screening Report information, have provided HireRight a reasonable opportunity to reinvestigate the disputed information in accordance with HireRight`s FCRA-imposed reinvestigation

obligations and deadlines, and Subscriber shall indemnify HireRight for failure to do so. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE FEES SET FORTH IN THIS AGREEMENT ARE BASED IN PART ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 11. HireRight and Subscriber shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

12. **INDEMNIFICATION**

To the fullest extent permitted by applicable Laws, (i) each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers (collectively, "Indemnified Party") from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys` fees (collectively, "Claims"), to the extent arising out of the Indemnifying Party`s failure to comply with the FCRA or other applicable Laws; (ii) HireRight shall indemnify, defend and hold harmless Subscriber and its officers, directors, employees, affiliates, representatives, agents, and contractors for any Claims arising out of HireRight`s failure to comply with the HireRight Compliance Obligations defined in Section 3(g) of this Agreement; and (iii) Subscriber shall indemnify, defend and hold harmless HireRight and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers for any Claims arising out of the Subscriber Compliance Obligations defined in Section 2(g) of this Agreement. Each party`s total aggregate liability under this Section 12 shall not exceed the Limitation of Liability applicable to such party as set forth in Section 11.

Procedure. An Indemnified Party seeking indemnification pursuant to this Agreement shall provide the Indemnifying Party with prompt written notice of a Claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnified Party may, at its option, participate in the defense of any such Claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the Indemnifying Party shall have sole control of the defense and any settlement of such Claim or action, and the Indemnified Party shall not compromise or settle any such Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall not without the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement that

requires a finding or admission of fault of the Indemnified Party, or reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or otherwise prejudice the Indemnified Party.

13. **TERM; TERMINATION; ACCOUNT DEACTIVATION**

(a) Term. The term of this Agreement ("Term") commences on the Effective Date and, unless otherwise terminated pursuant to the terms of this Agreement, will continue in force for an initial period of three (3) years, and thereafter will automatically renew for successive periods of one (1) year each.

(b) Termination; Suspension. Either party may terminate this Agreement at any time: (i) for convenience, upon delivery of sixty (60) days advance written notice to the other party, or (ii) for cause, in accordance with this Section 13(b). A party may terminate this Agreement upon delivery of written notice to the other party if the non-terminating party: (i) defaults in the performance of its material obligations in this Agreement and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (ii) becomes the subject of any proceeding commenced under the United States Bankruptcy Code, or executes an assignment for the benefit of creditors or files for relief under any applicable reorganization, moratorium or similar debtor relief Laws. Additionally, HireRight may suspend performance under this Agreement without penalty upon written notice to Subscriber if: (i) Subscriber`s breach of this Agreement is reasonably determined by HireRight to be a violation of Law or to present a risk of non-compliance by HireRight with applicable legal or contractual obligations, (ii) required by a Supplier, (iii) Subscriber fails to timely pay amounts due under this Agreement, or (iv) HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or the services or Subscriber`s account.

(c) Access to Screening Reports. Following the expiration or termination of this Agreement, HireRight will provide Subscriber with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from HireRight, at HireRight`s then-current fee, a CD or similar format containing copies of Subscriber`s Applicant Screening Reports. Thereafter, HireRight shall have no further duty to maintain copies of Applicant Screening Reports for access by Subscriber.

(d) Account Deactivation. Subscriber acknowledges that if Subscriber is determined at any time not to meet HireRight`s standard client credentialing requirements and as a result Subscriber`s account is not activated, or is subsequently deactivated, then any prior charges incurred related to Subscriber`s account, whether for account set-up registration or for pending or completed orders, shall be promptly paid to HireRight by Subscriber. HireRight may suspend or deactivate Subscriber`s account(s) in the event Subscriber does not place any orders under its account(s) for an extended period of time, as determined in accordance with HireRight`s standard account policies.

(e) Survival. All provisions of this Agreement that by their nature are reasonably intended to have effect after termination or expiration of this Agreement (including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability) shall survive such termination or

expiration. Notwithstanding any termination, expiration or cancellation of this Agreement, Subscriber shall remain responsible for all charges incurred by Subscriber and for all of Subscriber`s compliance obligations pursuant to this Agreement.

14. **NOTICES**

Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) in person, (b) by certified mail, return receipt requested, postage pre-paid, or (c) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this Section 14, or such other address as a party may designate by notice in accordance with this Section 14; and (iv) will be deemed given on the date of delivery.

Notices to HireRight:
HireRight, LLC
3349 Michelson Dr., Suite 150
Irvine, CA 92612
Attn: Legal Department
*Notices to Subscriber will be provided to the address provided by Subscriber to HireRight during the account set-up process.

15. **LEGAL SUPPORT SERVICES**

Except in relation to HireRight`s express indemnity obligations set forth in this Agreement, if any, if HireRight (including any of its affiliates and subsidiaries) assists Subscriber or is otherwise required to participate in preparation for, defense of, or responding to any legal or regulatory proceedings involving or relating to Subscriber, including, without limitation, subpoenas, depositions, hearings and trials (collectively, "Legal Support Services"), Subscriber shall reimburse HireRight for all costs and expenses HireRight reasonably incurs in connection therewith, including, without limitation, reasonable attorneys` fees and disbursements. HireRight will use reasonable efforts to provide Subscriber advance notice prior to HireRight participating in any Legal Support Services or otherwise incurring costs and expenses that are subject to reimbursement by Subscriber pursuant to this Section 15. Except to the extent required by applicable Law, HireRight is under no obligation to provide Legal Support Services to Subscriber and will evaluate such matters on a case by case basis.

16. **MISCELLANEOUS**

(a) Entire Agreement; No Third-Party Beneficiaries. This Agreement (including, without limitation, Subscriber`s HireRight application paperwork and all attachments hereto, which are hereby incorporated by reference and included in the definition of "Agreement") sets forth the final and complete agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and except as otherwise expressly set forth in this Agreement is not intended to confer any rights, remedies or claims to any third-party.

(b) Amendment. Except as otherwise set forth in this Agreement, this Agreement may be modified only by a writing executed by an authorized representative of both parties. This Agreement may not be modified by any purchase order or similar order forms received from Subscriber, even if HireRight has accepted or acknowledged receipt of such forms.

(c) Waiver. The failure of a party to enforce its rights in this Agreement shall not be construed as a waiver of such rights.

(d) Severability. If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement.

(e) Interpretation. This Agreement shall be considered drafted mutually by the parties.

(f) Assignment. Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that HireRight shall have the right to assign this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets. The foregoing limitation on Subscriber`s ability to assign this Agreement is due, in part, to HireRight`s regulatory obligations and related customer credentialing procedures and requirements. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties` respective successors and permitted assigns, if any.

(g) Remedies Cumulative. Subject to the Limitation of Liability in Section 11, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(h) Force Majeure. The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party`s reasonable control, including, without limitation: changes in Laws; closure or unavailability of universities, courthouse or other data sources; power or internet service failure; third-party system or service integration failure; war; and earthquake, fire, flood or other natural disaster.

(i) Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Orange County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions /awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.

(j) Relationship of the Parties. The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties.

(k) Title. Subscriber acknowledges that all title, ownership and intellectual property rights in the HireRight system, products and services, including, without limitation, all work performed under any statement of work by HireRight in the performance of its services, and all documentation relating thereto, shall remain the property of HireRight and/or its licensors or Suppliers, as applicable. Subscriber further acknowledges that HireRight is an aggregator of third-party data and information and that all content contained in Screening Reports is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws and the terms of this Agreement, Subscriber will retain the perpetual right to maintain its copies of Screening Reports.

(l) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Drug and Health Services Terms ("DHS Terms")

1. **Services**

These DHS Terms are only applicable if Subscriber uses HireRight's Drug and Health Services, as outlined below. Upon Subscriber's request and subject to the terms and conditions of these DHS Terms, HireRight agrees to provide or facilitate the provision of substance abuse testing, medical review officer ("MRO") and related program administration, laboratory testing and other laboratory and occupational health screening, questionnaire and clinic services specified in the attached Schedule of Fees, in connection with Subscriber's screening of job applicants, employees and/or other persons for which Subscriber has a legally permissible purpose to conduct the screening pursuant to these DHS Terms (collectively, "Candidate" or "Applicant"). All reports and screening results, regardless of format, provided by HireRight to Subscriber pursuant to these DHS Terms are defined as "Screening Reports." References to "Screening Report(s)" refer to an entire Screening Report, as well as any and all specific information contained in such Screening Report. Subscriber acknowledges that certain products and services may be provided by or through HireRight's affiliates and/or subsidiaries; provided, however, HireRight shall remain solely responsible for such affiliates' and subsidiaries' performance under these DHS Terms. Notwithstanding anything to the contrary in the Services Agreement, the parties acknowledge that Screening Reports and other services ordered and provided

pursuant to these DHS Terms (collectively, "DHS Services") may be ordered in connection with Subscriber's screening of job applicants, employees and/or other persons for which Subscriber has a legally permissible purpose to conduct the screening.

2. **HireRight Obligations**

(2.1) HireRight shall be responsible for identifying and complying with all Laws applicable to HireRight in connection with its obligations under these DHS Terms. HireRight may act as a Third Party Administrator ("TPA") as that term is defined by the U. S. Department of Transportation ("DOT") in administering Subscriber's drug and alcohol testing program and will comply with DOT regulations to the extent applicable in fulfilling its obligations under these DHS Terms.

(2.2) MRO services provided under these DHS Terms shall be performed in accordance with Subscriber-specific requirements, if any, specifically set forth in the Schedule of Fees.

(2.3) HireRight will establish laboratory testing services for Subscriber at a SAMHSA certified laboratory(s) to serve Subscriber's substance abuse testing program, unless Subscriber has otherwise directed HireRight to use other legally acceptable non-SAMHSA testing methodologies, which shall be specifically set forth in the Schedule of Fees.

(2.4) HireRight will use reasonable efforts to promptly report untroubled negative test results after receiving all necessary testing results and documentation required for reporting. For purposes of this section, "untroubled" means there are no unresolved administrative or medical issues preventing MRO verification of the test results.

(2.5) HireRight will use reasonable efforts to promptly report non-negative test results after receiving all necessary testing results and documentation required for reporting.

(2.6) If applicable, test information maintained by HireRight for DOT testing programs will be provided to Subscriber for its use in completing the DOT Drug And Alcohol Testing MIS Data Collection Form.

(2.7) HireRight will use reasonable efforts to make available to Subscriber individual records related to alcohol and drug testing performed by HireRight for Subscriber, except records containing confidential medical information, within an average of two (2) business days of written notification by Subscriber of such request, at location(s) of Subscriber's choosing and at Subscriber's expense for copying, shipping charges and any other applicable charges set forth in the Schedule of Fees. Requests for production of multiple or archived records may require additional time.

(2.8) Subscriber recognizes that HireRight at times may act as a "consumer reporting agency" as defined by the FCRA and applicable state Laws, and HireRight will comply with the FCRA to the extent applicable in fulfilling its obligations under these DHS Terms.

(2.9) Except as otherwise required or authorized by applicable Laws, HireRight will not release individual test results to any person without first obtaining specific written authorization from the tested Candidate; provided, however, that nothing in this paragraph

shall prohibit HireRight from releasing such information to: (a) Subscriber or its agents, (b) any federal, state or local agency with regulatory authority over Subscriber's testing program, the tested individual, or as part of an accident investigation, etc.; (c) comply with its legal obligations related to requests resulting from legal action initiated by a Candidate, including but not limited to lawsuits, unemployment hearings, workers' compensation hearings, or grievances; or (d) in response to court orders or valid subpoenas.

(2.10) In the case of any legal challenge regarding a test or related services administered by HireRight, HireRight may, in its sole discretion, provide expert testimony and/or other litigation support services with respect to the technical issues regarding the performance of such test. Costs, fees and expenses for this service will be the responsibility of the Subscriber, as provided in Schedule of Fees or otherwise agreed in writing between HireRight and Subscriber.

3. **Subscriber Obligations**

(3.1) Subscriber shall be responsible for identifying and complying with all Laws applicable to Subscriber in connection with its obligations under these DHS Terms, including but not limited to those affecting the circumstances in which Candidates may be tested, those related to making appropriate disclosures and those related to obtaining appropriate consent from each Candidate as part of the testing process. Without limiting the foregoing, Subscriber will:

a. Comply with FCRA Section 604(b)(2)(A) which requires that (i) a clear and conspicuous disclosure has been made in writing to the Applicant at any time before the Screening Report is procured or caused to be procured, in a document that consists solely of the disclosure, that a Screening Report may be obtained for employment purposes; and (ii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber;

b. Comply with FCRA Section 604(g)(1)(B) which requires that (i) specific written consent be obtained from the Applicant for the furnishing by HireRight to Subscriber of Screening Reports that contain medical information (as such term is defined in FCRA Section 603(i)); and (ii) such consent describes in clear and conspicuous language the use for which the medical information will be furnished; and

c. Comply with all other requirements set forth in the Agreement, including but not limited to Attachment A (Compliance Certification), to the extent applicable to the DHS Services.

(3.2) If Subscriber utilizes HireRight's medical questionnaire product to obtain information from the Applicant regarding their physical or health condition or history or immunization status, Subscriber represents and warrants that the information being obtained is job related and consistent with business necessity, and such information is being obtained and will be used solely for the purpose of determining if the Applicant satisfies, with or without reasonable accommodation, the legitimate occupational health requirements of the position for which they are being considered.

(3.3) For informational purposes related to Section 3.1(b) above, sample forms are available https://info.hireright.com/DHS_SampleForms. If Subscriber chooses to use any sample forms made available by HireRight, Subscriber must carefully review such form(s) and make any changes necessary to ensure that the disclosures and other information provided are accurate and complete as related to Subscriber's specific screening and testing program. All Subscriber custom forms or changes to the sample forms are subject to review by HireRight.

(3.4) Subscriber authorizes HireRight, in its good faith discretion, to request specific information from any individual and/or to order additional tests as necessary or appropriate and related to tests performed for Subscriber. Subscriber agrees to pay for additional costs, fees and expenses related to such information requests or additional testing performed.

(3.5) Subscriber acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Subscriber representatives, tested Candidates, personal physicians and/or health care providers that may possess relevant information. Subscriber agrees that HireRight shall have no responsibility for services or service levels that are delayed or cannot be provided due to lack of such cooperation.

(3.6) Subscriber shall keep and maintain copies of all Candidate consent forms and Candidate notices for a minimum period of five (5) years (or such longer period as may be required by applicable Law) and Subscriber shall promptly make available to HireRight for compliance review purposes such records and other documentation reasonably requested.

Integration Implementation Terms

1. **Services**

These Integration Implementation Terms ("Integration Terms") are only applicable if Subscriber integrates HireRight's background screening solution with selected human resource solutions offered by third party providers (each an "Integration Application Provider"). Depending on the Integration Application Provider, the application may be third-party hosted or client-hosted. HireRight's integration service consists of:

(a) Implementation services by dedicated HireRight resources to assist with the selection and implementation of appropriate integration and account configuration options. Includes HireRight system functionality necessary to access integration with the Integration Application Provider and the provision of configuration information necessary to enable the integration solution.

(b) HireRight 24/5 customer and technical support in accordance with Section 4 below.

2. **SERVICE TERMS & CONDITIONS**

(a) Internal Business Use. Subscriber shall utilize the HireRight integration services and deliverables for Subscriber's own internal business purposes only, in accordance with all applicable laws, and only in connection with HireRight's services.

(b) Deliverables; Limited Performance Remedy. All work performed and deliverables (including applicable documentation) created and/or deployed by HireRight in connection with Subscriber's integration shall, as between HireRight and Subscriber, be owned exclusively by HireRight. HireRight will perform all services in a professional and workmanlike manner in accordance with applicable industry standards and applicable laws. In the event that any HireRight deliverable fails to reasonably conform or perform to its specifications, HireRight shall make commercially reasonable efforts to promptly remedy that which is promptly reported by Subscriber. In no event will HireRight's liability in connection with integration work performed exceed the fees paid by Subscriber to HireRight hereunder and/or any applicable Statement of Work created pursuant to Section 2(c) below.

(c) Customized Solutions. Subscriber understands that the scope of integration solutions herein do not include features, functionality and/or service levels (collectively, "Customizations") outside of HireRight's standard integration offering, such as the following: (i) custom integration with certain other HireRight products; (ii) custom adverse action letters and custom electronic signature disclosure and consent forms; (iii) custom billing procedures; and (iv) other requirements beyond those HireRight currently provides its general client base. Should Subscriber request Customizations that HireRight determines it can reasonably accommodate, Subscriber and HireRight will document in a mutually acceptable "Statement of Work" the applicable terms and professional services fees for such work.

(d) Integration Application Provider Fees and Licenses. Subscriber understands that any fees and services quoted herein are exclusive of any and all fees charged and licenses required of Subscriber by the Integration Application Provider in order to utilize its application and/or integrate same with HireRight. Subscriber shall be responsible for contracting directly with the Integration Application Provider to obtain and maintain any and all such rights.

(e) Integration Errors. HireRight will work in good faith to reasonably and timely resolve any interference with integration functionality over which HireRight has reasonable control. Subscriber acknowledges that HireRight may have no control over and shall not be responsible for integration downtime and/or errors directly or indirectly caused by the Integration Application Provider.

(f) Integration Availability. Notwithstanding anything to the contrary in these Integration Terms or any Statement of Work, in the event HireRight's rights to integrate with the Integration Application Provider should terminate at any time, Subscriber's integration rights hereunder shall concurrently terminate. HireRight will use its best efforts to provide Subscriber with as much advance notice as practicable of any such termination. In the

event of any such termination, HireRight shall work with the Subscriber to provide an alternative, appropriate integration solution.

3. **UPDATES & UPGRADES**

(a) Updates and Upgrades. As part of HireRight's integration maintenance and support services hereunder, Subscriber shall automatically receive integration updates ("Updates") which HireRight deploys at no additional cost or license to all its customers on the same integration platform and version as Subscriber. Updates shall relate to the generic integration architecture and functionally between the Integration Application Provider's system and HireRight's system. Updates shall not include any release, enhancement, feature, future product, new version or release that HireRight licenses and/or charges separately (individually or collectively, an "Upgrade"). HireRight reserves the right to cease supporting current integration platform versions (and, subject to Section 3(b) below, to require that Subscriber migrate to newer versions supported by HireRight) at the earlier to occur of: (i) 24 months following release of a more recent version of such integration platform, or (ii) the Integration Application Provider ceasing to support Subscriber's current integration platform version.

(b) Integration Application Provider Upgrade. In the event HireRight, at its sole discretion, incorporates and makes available to its customers an available Upgrade deployed by the Integration Application Provider, and should Subscriber migrate to such Upgrade, HireRight shall work with the Subscriber to implement the Upgrade, subject to HireRight's standard, new implementation service processes described herein.

(c) Subscriber Customizations. Additionally, in the event any Update or Upgrade requires HireRight to perform services specific to Subscriber's account (e.g., re-training, account reimplementation, custom development work, or other non-recurring engineering specific to Subscriber) to maintain performance of and/or accommodate any Subscriber Customizations, then HireRight will, upon advance notice to Subscriber, perform such services at reasonable and mutually acceptable fees and milestones to be set forth in a separate Statement of Work.

4. **CUSTOMER AND TECHNICAL SUPPORT**

(a) Tier-1 Support. The first line of integration-related customer and technical support for Subscriber's users will be provided by Subscriber, and all integration-related service calls (e.g., calls relating to how to access and order HireRight's services through the Integration Application Provider's interface and/or in accordance with Subscriber's internal ordering procedures) by Subscriber's users initially will be directed to, and responded to, by Subscriber. Subscriber will be responsible for having its representatives available to assist its users with questions or problems concerning the integration.

(b) HireRight Support. The HireRight help-desk will provide secondary support to Subscriber's users experiencing technical problems or other issues with the integration which Subscriber's customer service representatives are not qualified to handle or not able to fully resolve.

5. **FEES**

Applicable Fees for Integration Implementation, Update or Upgrade Implementation and Annual Maintenance shall be set forth in Schedule of Fees attached to the Subscriber Agreement.

6. **TERM**

Upon the expiration or earlier termination of the Subscriber Agreement, all rights of Subscriber hereunder to integration access and deliverables shall concurrently terminate.

Signature Authority. Each party represents that this Agreement, which includes the DHS and Integration Implementation Terms, as applicable, has been electronically executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained herein, and this Agreement shall be deemed effective upon HireRight's activation of Subscriber's account.

Company Name _____ First Name _____ Last Name _____

Signature _____ Date _____

Attachment B
Schedule of Fees

Packages

Package Name	Package Description	Price ($)
Basic Criminal	Criminal Felony & Misdemeanor - 7 yr Unlimted# of Counties as revealed by the SSN TraceSSN TraceSSN ValidationWidescreen Plus National Criminal Search	34.20

PriceList

Service Name	Service Price ($)
Adult Abuse Registry	8.00
Adverse Action Letter	5.00
Adverse Media Search (English)	75.00
Alcohol Testing	48.40
Animal Rights Activism Search	69.75
Assets / Real Property	45.00
Audiogram	49.25
Automated Email Adverse Letter	2.00
BasicScreen	8.70
Blood Alcohol Test	63.40
BrokerCheck	10.00
Case Copy	28.00
CBC	78.10
CDLIS+	3.50
Chest X-Ray	123.60
Child Abuse Registry	8.00
Civil Upper & Lower	11.50
Corporate Party Affiliation	15.20
Criminal Felony & Misdemeanor	8.50
Current Employment	9.00
CV Analysis	38.00
CV Analysis Plus	38.00
DAC Employment History File	0.00
Data Entry	5.00
Data Entry Fee	5.00
DEA Controlled Substance Licenses	11.00

Service Name	Service Price ($)
DOT Alcohol Test	48.40
DOT Compliance (FMCSA)	10.00
DOT Compliance (FRA, PHMSA, USCG)	10.00
DOT Compliance (FTA)	10.00
DOT Drug Testing	36.70
DOT Drug/Alcohol Verification (2 yr) (Aviation)	10.00
DOT Drug\Alcohol Verification (FMCSA)	10.00
DOT Drug\Alcohol Verification (FRA,PHMSA,USCG)	10.00
DOT Drug\Alcohol Verification (FTA)	10.00
DOT Physical	92.35
Driving School Record	6.75
Drug & Alcohol Clearinghouse	3.00
Drug Testing	32.30
Drug/Alcohol History Database	2.50
Drug/Alcohol History Database - Release Processed	0.00
E-mail Report to Applicant	0.00
Education Plus	12.00
Education Report	9.00
EHF Driving School Contribution	0.00
EHF Drug/Alcohol Contribution	0.20
EHF Pre-Employment Drug Contribution	0.00
EHF Termination Contribution	2.40
Employee Credit	5.00
Employment Plus	12.00
Employment Report	9.00
FAA Accident and Incident	14.00
FAA Airframe and Powerplant License	13.00
FAA PRIA Records	18.00
FBI Fingerprinting	40.00
FDA Debarment	7.00
Federal Bankruptcy	6.00
Federal Civil	6.00
Federal Criminal	6.00
Federal Criminal - National	21.00

Service Name	Service Price ($)
Fictitious Business Name	55.00
FINRA Fingerprinting	40.00
FMCSA PSP	3.50
Gap Enhanced	33.00
Gap Reference	20.00
Gap Review	15.00
Gap Standard	13.00
Global Education	9.00
Global Employment	9.00
Global ID Check	25.00
Global Sanctions & Enforcement	11.00
GSA Search	4.50
GSA/OIG - Excluded Parties	5.50
Hair Drug Test	102.70
Health Care Sanctions - All	11.00
Health Care Sanctions - Federal	6.00
Health Care Sanctions - State	9.00
Health Care Sanctions - State Med	7.00
Healthcare Statewide Criminal Search	10.50
HepA Vaccine	165.50
Hepatitis A Titer	152.85
Hepatitis C Titer	128.00
HepB Titer	125.00
HepB Vaccine	130.60
HireRight Account Application Fee	150.00
HireRight DAC Widescreen	15.00
I-9 Employment Eligibility	3.35
I-9 Form Submission Fee	3.35
I-9 Form Upload Fee	3.35
I-9 Supporting Document Upload Fee	0.45
Influenza	64.65
Interpol Criminal Search	6.00
Lift Test	67.70
Mail Report to Applicant	6.00

Service Name	Service Price ($)
Managed Adjudication 3.0	3.00
Military Service	10.50
MMR Titer	157.70
MMR Vaccine	153.80
MVR	3.50
MVR Express	4.00
MVR Standard	2.75
National Driver Registry (NDR)	18.80
National Insurance Producer Registry	6.75
National Sex Offender Registry	5.00
Natl Practitioners/HC Integrity	17.50
Nurse Aide Registry	8.00
OIG Exclusion Search	4.50
OSHA Respiratory Questionnaire	65.80
Period of Service Drug/Alcohol Disclosure	0.00
Period of Service Drug/Alcohol Report	3.50
Physical Examinations	92.35
Pre-Employment Drug/Alcohol Disclosure	0.00
Pre-Employment Drug/Alcohol Report	3.50
PRIA Drug/Alcohol Verification (5 yr)	10.00
PRIA Pilot Employer Records	20.00
Prof Liability Coverage-Malpractice History	25.00
Professional Licenses Report	9.00
Professional Qualification Verification	9.00
Professional Reference Check Report	9.00
Prohibited Parties	4.50
Pulmonary Function Test	89.25
Recurring Subscription Fee	275.00
Respiratory Fit Test	61.55
Self Adjudication 3.0	1.00
Sex Offender Registry	4.50
Social Media Search	40.00
SSN Trace	2.95
SSN Validation	1.00

Service Name	Service Price ($)
SSN Verification	8.00
Statewide Criminal Search	10.00
T-SPOT	292.35
TB Test - PPD	41.55
TDaP Vaccine	117.75
Transportation Employment History	6.75
UCC Filing Search	17.30
Use Disclosure & Consent Form - E-Signature	0.00
Varicella Titer	128.40
Varicella Vaccine	162.75
Verification of Clinical Reference-Physician	25.00
Verification of Institutional Privileges-Status	25.00
Vision	49.25
Widescreen Plus National Criminal Search	9.00
Workers Compensation Report	8.50

Primary Products - Packaged Ordering
Criminal (bundle does not include SSN Trace)

Criminal Felony & Misdemeanor - 5 years (a)
$8.50

Criminal Felony & Misdemeanor - 5 years (a) - Up to 2 counties as revealed by SSN Trace
$15.30

Criminal Felony & Misdemeanor - 5 years (a) - Up to 3 counties as revealed by SSN Trace
$19.55

Criminal Felony & Misdemeanor - 5 years (a) - Unlimited # of counties as revealed by SSN Trace
$21.25

Criminal Felony & Misdemeanor - 7 years (a) - Up to 2 counties as revealed by SSN Trace
$15.30

Criminal Felony & Misdemeanor - 7 years (a) - Up to 3 counties as revealed by SSN Trace
$19.55

Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace
$21.25

Criminal Felony & Misdemeanor - 10 years (a)
$9.50

Criminal Felony & Misdemeanor - 10 years (a) - Up to 2 counties as revealed by SSN Trace
$17.10

Criminal Felony & Misdemeanor - 10 years (a) - Up to 3 counties as revealed by SSN Trace
$21.85

Criminal Felony & Misdemeanor - 10 years (a) - Unlimited # of counties as revealed by SSN Trace
$23.75

Criminal Felony & Misdemeanor - ONE county - unlimited/readily available years (a)
$10.50

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Up to 2 counties as revealed by SSN Trace
$18.90

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Up to 3 counties as revealed by SSN Trace
$26.25

Criminal Felony & Misdemeanor - Unlimited/Readily Available (a) - Unlimited # of counties as revealed by SSN Trace
$29.40

Federal Criminal - all districts as revealed per trace(a)
$12.00

Federal Criminal - all districts in ALL states as revealed per trace(a)
$16.80

Federal Bankruptcy - all districts as revealed per trace(a)
$12.00

Federal Civil - all districts as revealed per trace(a)
$12.00

Statewide Criminal Search - All States as revealed per trace (a)
$15.00

County Civil Upper & Lower (a) - Up to 2 counties as revealed by SSN Trace
$20.70

County Civil Upper & Lower (a) - Up to 3 counties as revealed by SSN Trace
$26.45

County Civil Upper & Lower (a) - Unlimited # of counties as revealed by SSN Trace
$28.75

Verifications

5 year Employment History - Up to 2 employers - (b)
$15.30

5 year Employment History - Up to 3 employers - (b)
$20.70

5 year Employment History - All employers - (b)
$22.50

7 year Employment History - Up to 2 employers - (b)
$16.20

7 year Employment History - Up to 3 employers - (b)
$22.50

7 year Employment History - All employers - (b)
$27.00

10 year Employment History - Up to 2 employers - (b)
$18.00

10 year Employment History - Up to 3 employers - (b)
$27.00

10 year Employment History - All employers - (b)
$31.50

5 year Employment Plus History - Up to 2 employers - (b)
$20.40

5 year Employment Plus History - Up to 3 employers - (b)
$27.60

5 year Employment Plus History - All employers - (b)
$30.00

7 year Employment Plus History - Up to 2 employers - (b)
$21.60

7 year Employment Plus History - Up to 3 employers - (b)
$30.00

7 year Employment Plus History - All employers - (b)
$36.00

10 year Employment Plus History - Up to 2 employers - (b)
$24.00

10 year Employment Plus History - Up to 3 employers - (b)
$36.00

10 year Employment Plus History - All employers - (b)
$42.00

Post Employment Verification (b)
$9.00

Education - Pkg. Max 2 - Last Two Educations (b)
$13.50

Education - Pkg. - All Previous Degrees (b)
$18.00

Education Plus - Pkg. Max 2 - Last Two Educations (b)
$18.00

Education Plus - Pkg. - All Previous Degrees (b)
$24.00

Professional Reference Check Report - (Qty 2 References) - (Standard 6 questions)
$18.00

Professional Reference Check Report - (Qty 3 References) - (Standard 6 questions)
$27.00

DOT Compliance (FMCSA) - 7 year, all previous DOT employers (b)
$30.00

DOT Drug\Alcohol Verification (FMCSA) - 3 year, all previous DOT employers (b)
$15.00

DOT Compliance (FMCSA) - 7 year DOT employment history and 3 year DOT Drug\Alcohol Verification (b)
$30.00

DOT Drug\Alcohol Verification (Aviation) - 2 year, all previous DOT employers (b)
$15.00

DOT Compliance (FTA) - 7 year, all previous DOT employers (b)
$30.00

DOT Drug\Alcohol Verification (FTA) - 2 year, all previous DOT employers (b)
$15.00

DOT Compliance (FRA, PHMSA, USCG) - 7 year, all previous DOT employers (b)
$30.00

DOT Drug\Alcohol Verification (FRA, PHMSA, USCG) - 2 year, all previous DOT employers (b)
$15.00

Professional Reference Check - per additional question
$1.50

Add Methaqualone to a Standard Urine Drug Test
$1.65

Add MDMA (Ecstacy) to a Standard Urine Drug Test
$0.65

Add Cotinine (Nicotine) to a Standard Urine Drug Test
$9.70

Add Expanded Opiates (includes Oxycodone) to a Standard Urine Drug Test
$5.25

Add Urine Alcohol test to a Standard Urine Drug Test
$2.45

Add Urine Fentanyl test to a Standard Urine Drug Test
$2.05

Add Tramadol test to a Standard Urine Drug Test
$2.05

Add Meperidine test to a Standard Urine Drug Test
$2.05

Add K2 test to a Standard Urine Drug Test
$20.20

Add Carisoprodol (SOMA) test to a Standard Urine Drug Test
$9.70

Add Ketamine to a Standard Urine Drug Test
$9.70

Add Buprenorphine to a Standard Urine Drug Test
$9.70

Add Tricyclic Antidepressants (TCA) test to a Standard Urine Drug Test
$6.50

Add Butorphanol test to a Standard Urine Drug Test
$13.55

Add Flunitrazepan test to a Standard Urine Drug Test
$13.55

Add Naltrexone test to a Standard Urine Drug Test
$13.55

Add Expanded Benzodiazepines test to a Standard Urine Drug Test
$19.40

Add Narcotics panel (oxycodone, meperidine, fentanyl, nalbuphine, pentazocine) to a Standard Urine Drug Test
$32.30

DOT Urine Drug Test - In Network Only*
$36.70

DOT Urine Drug Test - Preferred clinic network
$41.55

DOT Urine Drug Test - Extended clinic network
$59.45

Non-DOT Urine Drug Test w/ eCOC - 5 Panel - w/ MRO on all - In Network Only*
$32.30

Non-DOT Urine Drug Test w/ eCOC - 9 Panel - w/ MRO on all - In Network Only*
$32.30

Non-DOT Urine Drug Test w/ eCOC - 5 Panel - w/ MRO on all - Preferred clinic network
$37.10

Non-DOT Urine Drug Test w/ eCOC - 9 Panel - w/ MRO on all - Preferred clinic network
$37.10

Non-DOT Urine Drug Test - 5 Panel - w/ MRO on all - Extended clinic network
$58.10

Non-DOT Urine Drug Test - 9 Panel - w/ MRO on all - Extended clinic network
$58.10

e-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 5 panel - w/MRO on all - pricing is based on collection at Preferred clinic network
$35.50

e-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 5 panel - w/MRO on all - pricing is based on collection at Extended clinic network
$61.30

x-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 6-10 panel w/MRO on all - pricing is based on collection at Preferred clinic network
$37.10

x-Cup (Non-DOT POCT) Urine Drug Test w/ eCOC - 6-10 panel w/MRO on all - pricing is based on collection at Extended clinic network
$62.90

Breath/Alcohol - Preferred clinic network
$48.40

Breath/Alcohol - Extended clinic network
$58.10

DOT Breath/Alcohol - Preferred clinic network
$48.40

DOT Breath/Alcohol - Extended clinic network
$58.10

Blood/Alcohol - Preferred clinic network
$63.40

Blood/Alcohol - Extended clinic network
$80.10

Hair Testing - 5/7 Panel - w/ eCOC - Preferred clinic network
$102.70

Hair Testing - 5/7 Panel - w/ eCOC - Extended clinic network
$122.05

Oral Fluid Drug Test Kit (lab-based) - 5-9 Panel - Pricing is per kit, 25 kits per box with a 1 box minimum order. Shipping and handling will be passed through to customer.
$4.85

Oral Fluid Drug Test (lab-based) - 5 Panel - Includes Laboratory testing, GC/MS/LS confirmation testing if needed, MRO review, Electronic Results Reporting. Collection is excluded and performed by the customer.
$21.00

Oral Fluid Drug Test (lab-based) - 9 Panel - Includes Laboratory testing, GC/MS/LS confirmation testing if needed, MRO review, Electronic Results Reporting. Collection is excluded and performed by the customer.
$23.40

Oral Fluid instant screen - 5-10 panel POCT. Pricing is per kit, 25 kits per box w/ 1 box min order. Includes device for testing. No confirmation testing, data management of results or MRO services. Product shipping cost passed to customer upon order.
$8.90

Add Alcohol to any Oral Fluid Drug Test
$2.45

Add K2 to any Oral Fluid Drug Test
$24.20

Add Bath Salts to any Oral Fluid Drug Test
$29.85

Add Expanded Opiates to any Oral Fluid Drug Test
$3.65

Add MDMA/Ecstasy to any Oral Fluid Drug Test
$2.45

Add Cotinine/Nicotine to any Oral Fluid Drug Test
$12.10

Manual Instant POCT Urine Testing - 5 Panel. Pricing is for device. Includes GC/MS confirmation, MRO review, Excludes specimen collection.
$13.75

Manual Instant POCT Urine Testing - 9/10 Panel. Pricing is for device. Includes GC/MS confirmation, MRO review, Excludes specimen collection.
$15.35

Physical (DOT) - Standard - Preferred clinic network
$92.35

Physical (DOT) - Standard - Extended clinic network
$130.25

Physical (DOT) - Standard Plus- Preferred clinic network
$102.35

Physical (DOT) - Standard Plus - Extended clinic network
$140.25

Physical (DOT) - Premier - Preferred clinic network
$112.35

Physical (DOT) - Premier - Extended clinic network
$150.25

Physical (Non-DOT look Alike) - Standard - Preferred clinic network
$92.35

Physical (Non-DOT look Alike) - Standard - Extended clinic network
$130.25

TB PPD Test - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$41.55

TB PPD Test - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$65.40

Chest X Ray (1 view) - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$123.60

Chest X Ray (1 view) - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$141.40

Chest X Ray (2 views) - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$144.00

Chest X Ray (2 views) - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$169.10

Lift Test Level 1 - 50 lbs - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$67.70

Lift Test Level 1 - 50 lbs - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$101.45

Lift Test Level 2 - 75 lbs - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$78.50

Lift Test Level 2 - 75 lbs - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$178.80

Oxford T-Spot - includes blood draw - Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$292.35

Oxford T-Spot - includes blood draw - Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$292.35

Audiogram (Hearing Test) - Consolidated billing with Electronic Medical Record. Preferred clinic network
$49.25

Audiogram (Hearing Test) - Consolidated billing with Electronic Medical Record. Extended clinic network
$60.85

Vision Test: Snellen - Consolidated billing with Electronic Medical Record. Preferred clinic network
$49.25

Vision Test: Snellen - Consolidated billing with Electronic Medical Record. Extended clinic network
$55.35

Vision Test: Titmus - Consolidated billing with Electronic Medical Record. Preferred clinic network
$49.25

Vision Test: Titmus - Consolidated billing with Electronic Medical Record. Extended clinic network
$71.30

Vision Test: Ishihara - Consolidated billing with Electronic Medical Record. Preferred clinic network
$49.25

Vision Test: Ishihara - Consolidated billing with Electronic Medical Record. Extended clinic network
$51.70

Vision Test: Jaeger - Consolidated billing with Electronic Medical Record. Preferred clinic network
$49.25

Vision Test: Jaeger - Consolidated billing with Electronic Medical Record. Extended clinic network
$61.75

OSHA Questionnaire- Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$65.80

OSHA Questionnaire- Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$77.90

Pulmonary Function Test- Standard - Consolidated billing with Electronic Medical Record. Preferred clinic network
$89.25

Pulmonary Function Test- Standard - Consolidated billing with Electronic Medical Record. Extended clinic network
$98.05

Respirator Fit Test- Qualitative. Preferred clinic network
$61.55

Respirator Fit Test- Qualitative. Extended clinic network
$93.65

Respirator Fit Test- Quantitative. Preferred clinic network
$69.25

Respirator Fit Test- Quantitative. Extended clinic network
$108.00

Hepatitis A Vaccine test - Preferred clinic network
$165.50

Hepatitis A Vaccine test - Extended clinic network
$191.90

Hepatitis B Vaccine test - Preferred clinic network
$130.60

Hepatitis B Vaccine test - Extended clinic network
$163.70

Tdap Vaccine test - Preferred clinic network
$117.75

Tdap Vaccine test - Extended clinic network
$160.00

MMR Vaccine test - Preferred clinic network
$153.80

MMR Vaccine test - Extended clinic network
$185.20

Varicella Vaccine test - Preferred clinic network
$162.75

Varicella Vaccine test - Extended clinic network
$254.40

Influenza Vaccine test - Preferred clinic network
$64.65

Influenza Vaccine test - Extended clinic network
$94.35

Complete Blood Count (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$78.10

Complete Blood Count (Lab) includes Blood Draw Collection Cost - Extended clinic network
$141.35

Hepatitis A Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$152.85

Hepatitis A Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network
$206.95

Hepatitis B Titer (HBsAB) (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$125.00

Hepatitis B Titer (HBsAB) (Lab) includes Blood Draw Collection Cost - Extended clinic network
$161.10

Hepatitis C Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$128.00

Hepatitis C Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network
$164.25

MMR Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$157.70

MMR Titer - (Lab) includes Blood Draw Collection Cost Extended clinic network
$205.60

Varicella Titer (Lab) includes Blood Draw Collection Cost - Preferred clinic network
$128.40

Varicella Titer (Lab) includes Blood Draw Collection Cost - Extended clinic network
$165.95

Random Program Management (Annual Fee) - per pool
$275.00

HireRight Notes:
Note 1: Prices shown are discounted to reflect cash payment in accordance with the agreed upon payment terms.
Note 2: Alternative forms of payment such as credit cards are subject to different price schedules.

HireRight Footnotes: Background Screening
(a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by HireRight. Such fees include case copies associated with records found, administrative fees, and/or third-party fees. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la carte rates.
(+) Global Criminal Search (Government Source or Media Source) completes criminal searches based on applicant's current address information to determine country of origin. As applicable, searches are additionally conducted based on previous, employment and education addresses. As well as SSN Trace address information for US applicants. Country of origin from address information will determine the completion of the one or more criminal products: Criminal (a)**, Criminal Felony & Misdemeanor, Public Information, CDN National Repository

for Criminal Records Search (a) CPIC*** and Basic Disclosure (a)(UK). Additional fees will apply based on criminal products ordered for the country of origin and referenced pricing in the International Schedule of Fees a la carte table or US Domestic Schedule of Fees.
(b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through to Subscriber in addition to the fees charged by HireRight.
(c) Fees levied by certain states for motor vehicle records will be passed through to Subscriber in addition to the fees charged by HireRight.
** A $0.42 network fee will be passed through to Subscriber per MVR.
(d) See "HireRight Footnotes: Drug Screening" section below.
(e) If any element of the search in any package involves more than one country, the additional country/countries will be charged in accordance with the Service Agreement terms and pricing located at http://www.hireright.com/Service-Agreement.aspx using password Pricing123. International search pricing can also be accessed at any time after electronic signing of the Service Agreement in the "My Documents" section of the HireRight platform. International search pricing is based on current vendor availability and cost, and is subject to change without notice. Subscriber's international search pricing shall be applied as listed on the date of Subscriber's order request.
(f) Fees levied for any other products including but not limited to worker compensation, sex offender, or credit searches will be passed through to Subscriber in addition to the fees charged by HireRight.
(g) All records generated by this product are "possible records" and are not confirmed to be the records of the applicable applicant. To ensure that records returned by this database are accurate, current and complete, in accordance with the FCRA, Subscriber must verify each record at the applicable source courthouse. Accordingly, for all possible records generated by this product, HireRight automatically will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to Subscriber at the applicable a la carte rate.
(h) DAC Employment History File Associated Fees: Transportation Employment History (billed per employer) and Driving School Record (billed per employer). Please refer to a la carte price list for line item pricing. As noted in the DEHF Addendum, DAC Employment History File users agree to furnish employment history records on each of their terminated drivers. Subscriber will receive a contribution credit of $2.40 per driver for the contribution of a termination record. Subscriber will receive an additional credit of $0.20 per driver for the contribution of a drug/alcohol history record accompanied with a termination record.

HireRight Footnotes: Drug Screening
(i) The "In Network" urine drug testing facilities are defined as LabCorp or Quest owned Patient Service Centers. The "In Network" urine drug testing service fee includes the cost of specimen testing, MRO fees, and collections performed at In Network collection facilities.
(j) The "Extended Clinic Network" for urine drug testing are defined as managed collection facilities outside of LabCorp or Quest that are pre-established and authorized for Subscriber's use. Any services performed outside of pre-established clinic network will incur an additional out of network fee in addition to collection and HireRight service fees.
(k) The "Pre-established Clinic Network" for physical and other services are defined as managed collection facilities pre-established and authorized for Subscriber's use. Any services performed outside of pre-established clinic network will incur an additional out of network fee in addition to collection and HireRight services fees.

Additional charges will be incurred for the following drug screening services:

* Out of Network Fee - Using Out of Network Collection Facilities (not pre-established) - $35.00 Per test
* Using One-to-One Setups (Collection Site Referrals) - $35.00 Per referral
* HireRight's Shipping Manager Service (Instructions and COC mailing to Candidate) - $35.00 Per shipment

Services listed below are available and will be billed at the rates specified upon request:

* 24/7/365 Day a Year Coordination/Emergency Services (including coordination of international collections) - Test Coordination service pricing covers coordination costs only and does not include drug test collection, breath alcohol testing fees and/or related expenses. Coordination for International tests are available only during normal business hours.

  Normal Business Hours - $100.00
  After Business Hours, Weekends and Holidays - $250.00

* Split Sample Retest Fee - $250.00
* Face to Face Evaluations (Shy Lung/Shy Bladder/ Opiate Abuse/Dependence evaluations) - $100.00
* Medical Consulting - $395.00 per hour
* MIS Consulting - $225.00 per hour
* Program Consulting/Subscriber Audit Support - $395.00 per hour
* Telephonic Expert Testimony - $395.00 per hour
* Onsite Expert Testimony - $395.00 per hour plus travel, meals, lodging and expenses
* MRO Litigation Hearing Package - $90.00 per package
* Laboratory Litigation Hearing Package - $300.00 per package
* Copy of Lab Report - $10.00
* SAP Referral - $50.00

HireRight Footnotes: Integration Implementation
(l) The Implementation and Maintenance fee for the first Integration implementation will be waived, with the following conditions:

* Your ATS is one of HireRight's current partners; and
* The implementation time with HireRight does not exceed 15hrs. Note: The standard Integration Implementation takes less than 15hrs of HireRight Technical Consultant effort. If during the project, HireRight's Technical Consultant determines that the project will take more than 15hrs, HireRight will notify you (Subscriber); and obtain your written approval to proceed. Once approved, the additional hours will be billed at $250.00/hr.)

Expenses and fees for services not listed in this Schedule of Fees will be billed at HireRight's usual and customary rates, unless otherwise agreed in writing between HireRight and Subscriber. Subscriber will reimburse HireRight reasonable administrative, copying and shipping charges for special requests for records, results, product shipment or other information.

Electronic Signature
Signed: **E-mail Address:** **Title:** **Company name:** Town of Apex **Address:** 73 Hunter Street Apex North Carolina 27502 **IP Address:** **Dated:** 06/08/2021 11:57 *This is an electronic signature, and is given in accordance to U.S. federal regulations governing the legal and binding effectiveness of electronic signatures.*

1. Subscriber Compliance Certification

By placing an order for an FCRA-regulated Screening Report or by using its access to HireRight's systems to access an FCRA-regulated Screening Report, Subscriber certifies to HireRight as follows with respect to that FCRA-regulated Screening Report. If Subscriber's Screening Report order includes provision of disclosures or collection of authorizations through HireRight's eConsent solution, then Subscriber's order shall be considered placed upon the electronic completion of those documents.

1. Permissible Purpose. Subscriber is procuring and will use Screening Reports only for the legally permissible employment purposes set forth in this Agreement and not for any other purpose. Subscriber has received the Notice to Users of Consumer Reports and Summary of Consumer Rights prescribed by the Consumer Financial Protection Bureau. Subscriber will be the only user of the Screening Report.

2. Applicant Disclosure and Consent. Before procuring a Screening Report for employment purposes: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, (ii) for California Applicants, Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, of the fact that a consumer report may be obtained for employment purposes; that the report may include information on the consumer's character, general reputation, personal characteristics, and mode of living; the name, mailing address, website address, and telephone number of HireRight; the nature and scope of the investigation requested; and a summary of the provisions of Ca. Civil Code Section 1786.22; and (iii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (collectively the "Applicant's Disclosure & Consent"). Additionally, for California, Minnesota, and Oklahoma Applicants, Subscriber provided the Applicant, by means of a check box on a form (other than the disclosure identified in clause (i) above), an option by which the Applicant could indicate on that the Applicant wishes to receive a copy of any Screening Report that is prepared and Subscriber shall timely provide that copy.

3. Pre-Adverse Action Disclosures. In using a Screening Report for *employment purposes*, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed by Section 609 ("Summary of Consumer Rights"), a copy of which is currently available at: www.hireright.com/PDFs /FTCConsumerRights.pdf,and any other notices required by applicable Laws.

4. Adverse Action Disclosures. After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after Subscriber has given the Applicant a reasonable period of time and opportunity to dispute the accuracy or completeness of the information contained in their Screening Report, Subscriber will, if intending to take adverse action with respect to the Applicant based in whole or in part on information contained in the Screening Report, send the Applicant a follow-up notification that Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification must meet all applicable requirements set forth in FCRA ?615 and any other notices required by applicable Laws.

5. Equal Employment Opportunity Law Compliance. The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

6. Investigative Consumer Reports. For each Investigative Consumer Report, as defined by the FCRA (e. g., professional reference check), that Subscriber procures from HireRight, Subscriber has complied with its obligations under FCRA Section 606(a) and (b), including, without limitation, the following:

a) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:

i) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and

ii) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA Section 606(b) as set forth in 6(b.) below, and a written Summary of Consumer Rights; and

b) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 6.a.(i) above, Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

2. Information Access and Security Requirements

1. Subscriber shall protect its HireRight account identification number(s) and password(s) ("Account I. D.'s") so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Subscriber shall not post or otherwise publicly display its Account I.D.'s. If a person who knows the Account I.D.'s leaves Subscriber's company or no longer needs to have access due to a change in duties, the Account I.D.'s should be changed immediately.
2. Subscriber shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Subscriber's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Subscriber shall turn off and/or lock all such devices or systems used to access Screening Reports.
3. Subscriber shall secure hard copies and electronic files of Screening Reports within Subscriber's facility so that only authorized personnel can access them.
4. Subscriber shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants /employees.
5. Subscriber shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Subscriber shall make all appropriate Subscriber personnel aware that Subscriber and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in this Agreement, and that Subscriber personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.
7. If Subscriber obtains from HireRight Alias/Address History Services or Screening Reports containing consumer credit information, Subscriber certifies that, in addition to its other obligations in this Agreement it will: (i) comply with the "Access Security Requirements" available for viewing at www.hireright.com /service-agreement.aspx and hereby incorporated by reference into this Agreement; and (ii) implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the size and complexity of Subscriber's business, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by HireRight; and that such safeguards shall include the elements set forth in 16 C.F.R. ?314.4 and shall be reasonably designed to: (a) insure the security and confidentiality of the information provided by HireRight; (b) protect against any anticipated threats or hazards to the security or integrity of such information, and (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Subscriber acknowledges that the requirements in this paragraph are mandated by HireRight Supplier(s) and may be updated from time to

time. By executing this Agreement, Subscriber represents to HireRight that Subscriber has reviewed and will comply with such requirements to the extent applicable to the Services Subscriber obtains from HireRight.

AGREED:

Company Name _____ First Name _____ Last Name _____

Signature _____ Date _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve a three (3) year, auto-renewing agreement with Mitratech Holding, Inc., for employee I-9 and E-verify services.

Approval Recommended?

Yes

Item Details

In an effort to expedite the hiring process, the Human Resources Department would like to enter into an agreement with Mitratech Holding, Inc. to provide I-9 and E-verify services for Town new hires. The HR Department evaluated three vendors for these services - Castlebranch, HireRight, LLC, and Mitratech. While services and prices offered by all vendors were similar, Mitratech also has the capability of being fully integrated with our Recruiting system, which would fully automate the I-9 and E-verify process. This automation will not only save time in hiring process, but will also be more convenient for both the HR department and candidate being hired. Mitratech also includes I-9 Form record retention and audit support, ensuring that the Town is in compliance with federal recordkeeping requirements. Because this agreement is a multi-year, auto-renewing agreement, it requires Town Council approval.

Attachments

- Mitratech Tracker I9 Agreement

MITRATECH
EXPECT SUCCESS

PC Legal Tools, Inc. dba TrackerCorp
A SUBSIDIARY OF MITRATECH HOLDINGS, INC.
5001 PLAZA ON THE LAKE, SUITE 111
AUSTIN TEXAS 78746
PHONE 512-382-7322
EMAIL: US-Accounts@Mitratech.com

Billing Contact First Name		Billing Address	
Billing Contact Last Name		Billing City	
Billing Contact Phone		Billing State	
Billing Contact Email		Billing Zip Code	

Order Details

Customer Name	**Apex North Carolina**		
Order Effective Date	July 30, 2021	Payment Terms	Net 30
Order Renewal Date	3 years from Effective Date	Payment Method	ACH/Wire Transfer/Check
Billing Frequency	Annually	Billing Currency	USD

Remit checks to:	**ACH/Wire Transfer:**
Mitratech Holding Inc. 5001 Plaza on the Lake Ste 111 Austin TX, 78746 United States	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 Bank Account # 3300835971 ABA # 121140399 Swift Code: SVBKUS6SIBO

Note: If this Order Form is executed and/or returned to PC Legal Tools, Inc. dba Tracker Corp, a subsidiary of Mitratech Holdings, Inc., by Customer after the Order Start Date above, PC Legal Tools, Inc. dba Tracker Corp., a subsidiary of Mitratech Holdings, Inc. may adjust the Order Start Date, without increasing the Total, based on the date PC Legal Tools, Inc. dba Tracker Corp., a subsidiary of Mitratech Holdings, Inc. activates the products and services and provided that the total term length does not increase. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. To the extent PC Legal Tools, Inc. dba Tracker Corp., a subsidiary of Mitratech Holdings, Inc. is required to collect taxes, the applicable tax will be added to your invoice. This is not an invoice.

Product & Services

Product	**Description**	**Year 1 Fees**	**Year 2 Fees**	**Year 3 Fees**
I9 Complete: I9 Records	I9 Complete Annual License(s) includes: • Unlimited number of User Accounts for HR I-9 personnel • Customer support for 2 Authorized I-9 Representatives (System Administrators) • Certified E-Verify integration configurable by employer, state, worksite & user • Automated E-Verify batch case closure processing option • Detailed Audit Trail for "Good Faith Defense" in case of an OFCCP or ICE audit	**$2,500**	**$2,500**	**$2,500**

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	• Ability to download a complete copy of the I-9 record data • Remote I-9 Section 1; Section 1 & 2 configurable completion mode • Section 3 Reverifications and Rehires • Purge management • Dashboard and reporting functionality that includes re-verification reminders, data purging, I-9s pending and custom report generation • First-year's Annual Record Retention and Audit Support Fee includes all monthly software release updates • Training for 2 Authorized I-9 Complete System Administrators (Train the Trainer) via On-line Training: includes Client Admin Training and general End-User Training Maximum of **300** new I-9 records created annually. New I-9 record creation in excess of the annual maximum, "overage", will be reviewed quarterly and invoiced in any quarter following occurrence at **$8.75** per record. Any unused portion of the annual subscription does not roll over to the next subscription period.			

I9: Complete: Record Retention and Audit Support	Record Retention and Audit Support for I9 Records includes:
	• Retention of previously created I-9s in a secure and encrypted repository
	• Ability for Mitratech to download and deliver a complete copy of all I-9 and E-Verify data
	• Detailed Audit Trail for "Good Faith Defense" in case of OFCCP or ICE audit
	• ICE, DOJ, IER, and E-Verify Audit support for all retained records
	• Backup of files and full disaster recovery
	  • *Year 2 Record Retention is for a maximum of **300** new I-9 records completed in Year 1. Record retention in excess of the maximum + 10% will be billed at $0.25 per record.*
	  • *Year 3 Record Retention is for a maximum of **600** new I-9 records completed in Years 1 and 2. Record retention in excess of the maximum + 10% will be billed at $0.25 per record.*
		Included	**$75**	**$150**

Site Configuration & Set Up	Tracker I-9 Complete site to be configured to meet client specific preferences: • Up to 12.5 hours of professional services time • Customized w/Company logo • Initial administrative set-up and training	**$2,500**	**N/A**	**N/A**

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	• One-time worksite and user setup using Mitratech standard import template • One E-Verify account and Memo of Understanding (MOU) set-up included. Additional E-Verify account set-up, one-time fee of $195.00 each. System implementation will be completed within 180 days; otherwise, additional professional services fees will apply. Any additional time beyond the hours stated above will be billed at the hourly rate of $200/hour. Mitratech will obtain Client's written consent prior to exceeding the hours stated above and incurring additional costs.			

Agreement & Acceptance

This Tracker Corp Solution Order Form, including the Tracker Corp **Terms and Conditions** referred to herein (together, the "**Agreement**") forms a binding agreement between "**Customer**" ("you" or "your" or "Client") (identified in this Order Form) and PC Legal Tools, Inc. dba TrackerCorp., a subsidiary of Mitratech Holdings, Inc., a Delaware corporation, located at 5001 Plaza on the Lake, Suite 111, Austin, Texas 78746. PC Legal Tools, Inc. dba Tracker Corp, a subsidiary of Mitratech Holdings, Inc., and you may be referred to herein individually as a "Party" and together as the "Parties" throughout this Agreement.

Notwithstanding what is stated in section 15.3 of the Agreement, or otherwise, with regards to legal forum and choice of law, this Order Form shall be subject to North Carolina laws and North Carolina courts shall have exclusive jurisdiction.

Terms and Conditions: Unless otherwise appended to or associated with this Order Form, the terms and conditions (the "**Terms and Conditions**") accessible through the following website is incorporated into, and forms part of, this Agreement: https://mitratech.com/tracker-terms-conditions/, unless (i) a written Agreement exists that has been executed by both parties, in which case such written Agreement will govern or (ii) otherwise set forth herein. By signing below, Customer acknowledges that they have read and understood the terms of the Agreement, and for good and valuable consideration, agrees to be bound by such terms:

Apex North Carolina		**PC Legal Tools, Inc. dba TrackerCorp (a subsidiary of Mitratech Holdings, Inc.)**	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to approve Budget Ordinance Amendment No. 2 which will adjust the transfer amount from the Transportation Capital Reserve Fund to the Streets Capital Project Fund authorized by Budget Ordinance Amendment No. 1.

Approval Recommended?

Yes

Item Details

Due to a typographical error on my part the transfer between the two funds authorized by Budget Amendment No. 1 was much larger than needed. Budget Amendment No. 2 will reduce that transfer to the amount necessary to fund the Jenks Road and US 64 Signals Project authorized by Capital Project Ordinance Amendment 2022-1.

Attachments

- Budget Ordinance Amendment No. 2

Town of Apex

Budget Ordinance Amendment No. 2

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2021-2022 Budget Ordinance be adopted:

TRANSPORTATION CAPITAL RESERVE FUND

Section 1. Revenues:

Appropriated Fund Balance	-$2,072,306
Total Revenues	**-$2,072,306**

Section 2. Expenditures:

Transfer to Street Improvements Capital Project Fund	-$2,072,306
Total Expenditures	**-$2,072,306**

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

Adopted this the 10th day of August, 2021

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, MMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to approve a resolution calling for a public hearing on August 24, 2021 in connection with a proposed installment financing agreement to finance various capital improvements for the Town.

Approval Recommended?

Yes

Item Details

The Town is considering entering into an installment financing agreement for up to $8.7 million to fund the construction of a public safety station and partially fund a new office building for the Inspections Department. The public hearing is the first step in the process. It is anticipated that the Town's application for approval of the financing will come before the Local Government Commission on October 5, 2021.

Attachments

- Resolution IFA 2021 Call for a Public Hearing

The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on August 10, 2021.

Present: Mayor Jacques Gilbert, presiding, and Council Members

Absent: Council Members

Also present:

* * * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH A PROPOSED INSTALLMENT FINANCING AGREEMENT TO FINANCE VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA

WHEREAS, the Town of Apex, North Carolina (the "Town") is considering entering into an installment financing agreement pursuant G.S. 160A-20 in the principal amount not to exceed $8,700,000 for the purpose of providing funds, together with any other available funds, to pay the costs of (a) acquiring, constructing and equipping a new Public Safety Facility and (b) acquiring, constructing and equipping a new office building for use by the Town's Inspections Department; and

WHEREAS, in accordance with G.S. 160A-20(g), the Town is required to hold a public hearing on such installment financing agreement;

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town hereby fixes 6:00 p.m. on August 24, 2021, in the Council Chambers of the Town Hall located at 73

Hunter Street in Apex, North Carolina, as the hour, day and place for the public hearing on such proposed installment financing agreement and hereby directs the Town Clerk of the Town to publish notice of such public hearing once in The News and Observer not later than the 10th day before said date.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was adopted by the following vote:

Ayes:_____

_____

Noes:_____

* * * * * *

I, Donna B. Hosch, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on August 10, 2021, as it relates in any way to the adoption of the foregoing resolution calling for a public hearing on a proposed installment financing agreement and that said proceedings are to be recorded in the minutes of said Town Council of said Town.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said Town this 10th day of August, 2021.

_____
Town Clerk

[SEAL]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August, 10, 2021

Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to award Comprehensive Parks, Recreation Greenway and Open Space Master Plan contract to John R. McAdams Company, Inc., authorize the Town Manager to execute the same, and approve corresponding Budget Amendment 3.

Approval Recommended?

Yes

Item Details

Staff from multiple departments reviewed 14 proposals received to update the Parks, Recreation Greenway and Open Space Master Plan. Interviews were held with the top firm based off of cumulative review scores. The highlights of the scope include a statistically valid survey (300 residents minimum), master plan update for West Street Park, feasibility study for 3 priority greenways, a five-year financial analysis and review of staffing and operational needs. These are in addition to the standard inventory analysis and public input both virtual and in person opportunities.

Funding for the contract includes $135,000 in the FY 21-22 Parks & Recreation Operating Budget, and $150,000 fund balance allocated by Budget Amendment 3 (which includes $100,000 allocated for phase 1 of the Master Plan swept back to fund balance at the end of FY 20-21).

Attachments

- Request for Proposals
- Standard Services Contract & Proposal
- Budget Amendment 3

Town of Apex

Budget Ordinance Amendment No. 3

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2021-2022 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

Appropriated Fund Balance	$150,000
Total Revenues	**$150,000**

Section 2. Expenditures:

Parks & Recreation - Professional Services	$150,000
Total Expenditures	**$150,000**

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

Adopted this the 10th day of August, 2021

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Request for Proposals

Town of Apex-
Parks, Recreation, Greenways and Open Space Master Plan Update

April 30, 2021

Project Description

The Town of Apex, North Carolina, is seeking the services of a qualified planning firm, or team of firms, to provide professional planning services to update the current Parks, Recreation, Greenways and Open Space (PRGOS) Master Plan. The current PRGOS Master Plan was adopted in 2013 and last updated in 2014. The 2014 PRGOS Master Plan has been used in the Town for guidance by the Parks, Recreation, and Cultural Resources Department (PRCR), the Parks, Recreation and Cultural Resources Advisory Commission and the Town Council in developing greenway corridors, acquiring park land, and developing park facilities to meet target resident groups (i.e. teens, special populations, seniors) as well as to accommodate increasing program participation and facility use due to community growth. In 2019, the Town adopted its first Comprehensive Bicycle Plan *Bike Apex* which resulted in a new shared-use trail type in the Town. Also, in 2019, the Town adopted *Advance Apex: The 2045 Transportation Plan* and *Advance Apex: The 2045 Land Use Map Update*, which included a new land use designation of Linear Park and several properties as Park, Public or Private, which could be planned for future park projects in addition to two Town-owned future park sites. The PRGOS Master Plan is action-oriented and will provide the Town of Apex with a practical guide for the enhancement of facilities and programming opportunities for Apex residents for the next ten years.

Scope of Services

The Scope of Services includes activities for updating the Town's Parks, Recreation, Greenways and Open Space Master Plan. The following is a breakdown of the services requested by the Town of Apex. We welcome additions and modifications to this format if the proposing firm feels new concepts, greater detail or clarification would be helpful. However, please address the minimum information noted.

Develop and execute a public involvement strategy to include:

- At least four steering committee meetings (3 with target focus groups: Greenways; Recreation and Cultural Arts Programming; Parks and Facilities)
- Use of the Town's account with publicinput.com to develop an instrument to evaluate resident and visitor perceptions on current and future facilities (including 2 Town-owned future park properties, and 1 Town-owned existing park property), current and future programming, connectivity and access via existing and proposed shared-use paths, protection and enhancement of significant environmental and/or cultural environments, and any other obstacles and opportunities.
- A minimum of three public input opportunities either with a printed agenda, presentation, handouts, displays and materials for in-person event, or through an interactive online presentation with survey or other innovative community engagement opportunity.

- Stakeholder interviews /meetings/ input (not just Town staff but Downtown Business Association, school district, athletic organizations, non-profits, adjacent municipalities, Wake County staff)
- Presentation by the consultant to the PRCR Advisory Commission of the draft plan and recommended plan for adoption.
- Presentation by the consultant in a work session environment with the Town Council
- Presentation by the consultant in public hearings for Planning Board recommendations and approval by the Town Council.
- A brochure or other material that can be distributed to inform stakeholders about the development of the plan.
- Web content regarding the plan that the Town can use to update the Town of Apex website and post on social media sites.

Carry out client review and coordination as follows:

- Attend a kick-off meeting with Town staff at the outset of the planning process.
- Provide a file sharing service.
- Develop a timeline for project, identifying public input opportunities, with options for both in person and remote/online opportunities and maintain the timeline throughout project
- Meet with Town staff to review draft documents to ensure that the project is consistent with the scope of services.
- Correspond weekly via standing teleconference with the Parks staff to summarize activities, progress and obstacles.
- Meet with Parks staff prior to scheduled public input opportunities (whether in-person or remote) and public hearings or meetings to go over a facilitation plan and materials.
- Provide quarterly briefings to Parks staff via e-mail with summaries of activities, progress and obstacles.

The project is expected to include the following items:

- Review and assessment of past and relevant planning efforts and programming offerings, utilizing community demographics to ensure equitable and inclusive opportunities for all.
- Utilize inventory of existing parks and facilities, provided by the Town, and create a conditions report for each park and their facilities.
- Identify unmet current and future needs in the parks system and provide within a framework of target areas.
- Prioritize park improvements, development and potential future park acquisitions.
- Evaluate and further develop a greenway prioritization program based on measurable metrics.
- Incorporate and expand use of park and greenway project emblems.
- Identify possible revenue generating opportunities at existing or proposed facilities.
- Identify staffing and funding needs and strategies.
- Identify alternate funding opportunities.
- Identify community/ business/ non-profit partners and develop plan to create funding partners.
- Evaluate strategy for short and long-term park acquisition
- Evaluate current PRCR Policy and make recommendations
- Inventory of significant cultural and ecological areas and identify possible partners to protect, enhance and incorporate into park projects.
- Identify utility corridors that could be shared for greenway development and create GIS files of available easements
- Identify economic activity centers with possible recreation tie-ins.

- Provide program ideas to celebrate parks, greenways and cultural resources.
- Provide recommended action items into a condensed checklist to easily refer and measure success
- Provide method to track pre- and post-construction usage of facilities.
- Prepare final document organized such that it can be adopted by the Town Council and implemented by the PRCR Department.

Deliverables

Interested firms are encouraged to identify and describe recommended project deliverables to address the scope of services set forth. At a minimum, deliverables are anticipated to include:

- Plan document and maps – in print (20 bound copies) and digital (PDF and Microsoft Word, InDesign or other editable file) formats
- ArcGIS file geodatabase and GIS packages for all maps.
- Concept sketches/ renderings for parks identified as needing improvements, undeveloped park property owned by the Town, and land identified for future parks.
- Cost estimates for projects identified as high priority
- Materials for stakeholder engagement

All documents, printed or electronically produced as part of this project, shall be the property of the Town of Apex. The Town of Apex shall remain free to copy and edit any and all documents and presentation materials, electronic or otherwise. Electronic documents shall not be locked or password protected and the Town of Apex shall retain the ability to edit and update documents, including original word processing, spreadsheet, database and mapping files and resulting Acrobat files.

Schedule

It is anticipated that the Parks, Recreation, Greenways and Open Space Master Plan should be completed, approved by Town of Apex Parks, Recreation and Cultural Resources staff and submitted for adoption by Town Council within eighteen (18) months of the date of the notice to proceed. Interested firms should propose a schedule for the services and deliverables to be provided that addresses milestones and review periods. At a minimum, milestones should include:

- Project kick-off
- Stakeholder engagement
- Draft, revised, and final submittal of deliverables to Town staff
- Work session with Town Council
- Presentation to Town Council for adoption
- Final plan delivery

Eligibility

The lead firm must have the financial resources and ability to undertake the work in its entirety and must have adequate accounting systems to identify costs chargeable to the project. At the time a contract is awarded, the lead firm shall be required to furnish proof of adequate professional liability insurance coverage, general liability insurance, workers' compensation and employer's liability insurance, and automobile liability insurance. Each subconsultant thereof shall provide proof of equivalent coverage. The lead firm shall also be required to sign a hold-harmless agreement.

Proposal Content and Format

Proposals are limited to 20 pages formatted on 8 ½" x 11" paper. Covers, if provided, will be included in the total page count. Proposals must be submitted in electronic (PDF) format. In addition, up to three (3) links to online public presentations, public engagement/surveys or other project input examples may be provided or copies of same if no longer active online. Interested firms are encouraged to use succinct writing with supporting tables, graphics and other visualizations in the proposal submittal. The proposal shall include the following:

- Understanding
  Provide an explanation of your firm's understanding of the scope of work and the context of the Town.

- Team Profile
  Provide a general profile of your team. Provide the firm(s) name, address, contact name(s) and telephone number(s).

- Assigned Personnel
  Include an organization chart for personnel who would be assigned to this effort. Summarize the qualifications assigned personnel possess in order to prepare the services outlined in this RFP. Address the availability of assigned staff to work on this project. Provide brief biographies tailored to this project for key staff.

- Project Experience
  Provide a list and brief description of similar projects. Identify the assigned staff who worked on each project and their role. Give names, email addresses, and phone numbers of clients.

- Scope of Services
  Propose clear tasks and explain the approach to carry out the Parks, Recreation, Greenways and Open Space Master Plan, requirements for public engagement, and requirements for client coordination and review. Summarize the basic approach to providing the services, and any recommendations on improving efficiencies in the process. Provide the names of the staff that will be assigned to complete each task.

- Summary Timeline
  Include a timeline for completion of each task, identifying milestones for public engagement and deliverables.

Proposal Transmittal and Selection Procedures

An electronic document of the proposal in PDF format is the only allowable format. Please email proposals to: Angela.Reincke@apexnc.org

Upon receipt of your proposal, an email response will be provided.

Proposals must be received no later than **4 p.m. on May 21, 2021** to be eligible for consideration.

Any questions on the request for proposals should be directed to Angela Reincke, Parks and Greenways Planner at 919-372-7468 or Angela.Reincke@apexnc.org. A summary of inquiries and responses will not be provided.

The Town of Apex reserves the right to select the most responsible and responsive proposal submittal which it finds to be within the best interests of the Town. The Town of Apex will select the most qualified and responsive firm based on the combined evaluation of five staff members. The Town reserves the right to schedule interviews if needed after evaluating proposals. North Carolina, Women and/ or Minority owned firms qualified to do the work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the Town to be capable of performing a majority of the work required.

The Town of Apex reserves the right to reject any and all proposals, to consider alternatives, to wave irregularities and to re-solicit proposal submittals. All proposal submittals must be valid for a minimum period of ninety (90) days after the date of the proposal submittal opening. All materials submitted regarding the RFP become the property of the Town of Apex and become public information. Responses may be viewed by any person at the proposal submittal opening time and after the final selection has been made. The Town is not liable for any costs incurred by those who have submitted proposal submittals prior to issuance of a signed contract. The contents from the selected firm will become contractual obligations if a subsequent agreement is reached. Failure of the selected firm to accept these obligations may result in cancellation of the award.

The firm(s) selected will be notified by email. Notification will also be sent by email to firms not selected.

STATE OF NORTH CAROLINA **PURCHASE ORDER # 2022-**
COUNTY OF WAKE **STANDARD SERVICES CONTRACT**

THIS AGREEMENT is entered into this 10th day of August, 2021 by and between, The John R. McAdams Company, Incorporated , a North Carolina limited liability company with its principal business offices located at 2905 Meridian Parkway, Durham, NC 27713 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Those Services detailed in the attached PRGOS Master Plan Scope ("Scope of Services") dated July 12, 2021 and updated August 3, 2021, which is hereby incorporated into this Agreement.

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

2. SPECIFICATIONS.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no later than 21 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 12/31/2022. Individual services shall also be completed in a manner consistent with any timelines provided in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive $100.00 per day as liquidated damages. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total base sum of $ 280,375.00 for the base services and additional services outlined in the attached Scope of Services, to be paid according to the following schedule: 30 days from receipt of invoice. In addition to the base sum, Contractor will be reimbursed for expenses detailed in the attached Scope of Services in an amount not to exceed $4,000.00.

Contractor will contact Town when total reimbursable expenses are nearing $4,000.00 and agrees not to exceed this amount without prior written approval and issuance of a new purchase order from the Town. Contractor recognizes and agrees that eligible expenses will only be reimbursed upon production of receipts in a form acceptable to the Town confirming the expenses that were incurred. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

7. E-VERIFY COMPLIANCE.

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

8. ANTI-HUMAN TRAFFICKING.

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

9. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000, commercial automobile liability insurance in the minimum amount of $2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. An Umbrella Liability policy may be utilized to meet the required commercial automobile liability insurance minimum. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof

of workers' compensation and employer's liability insurance in the minimum amount of $1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

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

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:
The John R. McAdams Company, Incorporated
2905 Meridian Parkway
Durham, NC 27713
Rachel Cotter, cotter@mcadamsco.com

TO TOWN: Town of Apex
Attention: Angela Reincke
PO Box 250
Apex, NC 27502
Angela.Reincke@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

16. NONWAIVER FOR BREACH.

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

breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

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

18. NO REPRESENTATIONS.

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

19. SEVERABILITY.

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

20. COUNTERPARTS.

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

21. MODIFICATION.

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

22. BINDING EFFECT.

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

23. ASSIGNMENT.

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

24. INDEPENDENT CONTRACTOR.

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

25. NON-APPROPRIATION.

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

26. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: McAdams
Name of Contractor (type or print)

By: _____
(Signature)

Title: Vice President

Attest:

_____
(Secretary, if a corporation)

THE JOHN R. McADAMS COMPANY, INCORPORATED
CORPORATE SEAL
NORTH CAROLINA

Town of Apex

_____
Catherine Crosby, Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

5/0

July 12, 2021
Update: August 3, 2021

Mrs. Angela Reincke
Parks and Greenways Planner
53 Hunter St, Apex, NC 27502
Apex North Carolina 27529

RE: Comprehensive Parks, Recreation Greenway and Open Space (PRGOS) Plan
Apex, North Carolina
P202000003

Dear Mrs. Reincke:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is McAdams' understanding that the Town of Apex wishes to develop a comprehensive parks, recreation, greenway and open space master plan for a ten-year planning horizon. The below outlines the scope of services needed to complete the master plan.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

BASIC SERVICES: PARKS, RECREATION, GREENWAY AND OPEN SPACE MASTER PLAN

Park Planning Assumptions:

- This proposal is for comprehensive master planning services only.
- McAdams will work closely with Town of Apex Parks, Recreation and Cultural Resources Department (PRCR) staff and with other Town Planning, Engineering, and Administrative staff as needed to complete the plan. McAdams will be provided information necessary to complete the plan.
- Access to the property will be made available during the project via the PRCR Director or appointed staff.
- Any additional consultants or services beyond those specifically indicated within the proposal will be additional.
- Previously completed site survey, geotechnical reports, investigations and studies will be provided to McAdams by the Town for use in developing any concept plans or site specific master plans.

Greenway Assumptions:

This proposal is based on the following assumptions:

GIS or other georeferenced data (AutoCAD) will be provided to the project team that reflects the Greenway & Sidewalk recommendations presented in the 2014 PRGOS Master Plan and the Town's Bicycle and Pedestrian System Map (outcome of Bike Apex)

- This proposal is for trails and greenways planning only and does not include detailed feasibility studies, design or engineering. Other services offered by McAdams including but not limited to preparation of site specific Civil Engineering and Landscape Architecture services are not included.
- Architectural improvements, construction and permit documents are not included in this agreement.
- McAdams will work closely with the PRCR staff and other departments to complete the study. McAdams will be provided information from the PRCR staff as necessary to complete the study.
- Access to applicable Town facilities will be made available.
- Any additional consultants or services beyond those specifically indicated within the proposal, will be additional.

R8.00 Staff Meetings

FEE: $25,090

Kick-Off Meeting + Review of Existing Planning Documents - We will begin the planning process by conducting a kick-off meeting with PRCR staff and other Town staff as desired to review the project goals and objectives, establish lines of communication, finalize the project schedule, outline the public engagement process, and begin gathering data. The greenway planning process will also be discussed during this meeting to provide additional efficiencies and coordination.

Inter-Departmental Review: The project team will facilitate a meeting with other departmental staff such as Development Services, Engineering, Public Works & Transportation, Planning & Community Development and Utilities Engineering. The intent of this meeting will be to understand larger, aspiration goals of the Town such as smart growth, land use, connectivity, equity, sustainability and other initiatives. Such initiatives will be integrated into the planning process with the vision of implementing such initiatives through park, recreation and trail recommendations.

Interjurisdictional Coordination: The project team will facilitate a half-day workshop with adjacent jurisdictions to discus greenway corridor connections and prioritities to ensure a well-connected and coordinated greenway network plan is developed.

Asset Mapping: The project team will facilitate a full day asset mapping workshop (morning session and afternoon session) with PRCR to better understand the existing status of the department. Asset mapping identifies an agencies strengths that build brand and market definition, while bringing awareness to threats to the Town's assets that need resolution as part of this plan

Summary of Findings: The project team will facilitate a full day workshop (morning session and afternoon session) with PRCR staff to present the findings of the plan's inventory and analysis. These meetings will allow staff an opportunity to provide feedback and input on plan recommendations.

Draft Recommendations: The project team will facilitate a full day workshop (morning session and afternoon session) with PRCR staff to present the plan's draft recommendations and solicit input before finalizing and sharing with the public or Council.

3 Council Presentations: This scope provides for the following Council meetings:

- Asset Mapping at project initiation
- Summary of findings presentation
- Present draft recommendations

R8.01 Community Engagement

FEE: $31,080

The project team proposes the following public meetings and other methods of community engagement to understand resident's perspective on needs, quality and level of services provided by local parks, facilities and trails.

2 Public Meetings (virtual): The project team will facilitate two virtual community engagement meetings, each lasting up to two hours. These meetings are intended to provide a convenient platform for resident input on broad and general recreation topics.

2 Community Events The project team will attend two community events lasting up to four hours each to solicit input from a broad resident representation. In the event this must take place virtually, the team may facilitate multiple engagement sessions throughout a given day(s), totaling eight hours of time.

Publicinput.com: The project team will provide information to the Town for coordination with publicinput.com. Included in this information will be content for a public opinion survey (optional) and project updates. Collating the results of the public opinion survey will be the responsibility of publicinput.com. The project team will incorporate the results into the summary of findings as part of the community engagement summary.

Four (4) Focus Groups: The project team will facilitate up to four (4) focus groups, lasting two hours each. The focus group attendees will be selected in collaboration with the Town and are intended to be topic specific.

INVENTORY + ANALYSIS

R8.02 Site Visits

FEE: $10,400

The project team will conduct a total three (3) full days of greenway site visits and two (2) full days for parks and facilities. One of the three greenway site visits will be conducted with the Town staff to review existing conditions of greenways and locations of proposed corridors and the second site visit will be to validate the team findings from desktop reviews. Similarly, we invite Town staff to attend the park and facility tours to provide insight on perceived strengths and weaknesses of each park / facility. In addition, McAdams team will conduct an additional one full day site visit during feasibility studies task (see Additional Services Below) to review the ground conditions of proposed priority corridors.

R8.02 Planning Context + Review of Relevant Documents

FEE: $6,800

This task will include a comprehensive review of adopted plans and studies such as the Town's comprehensive plan, Unified Development Oridinance, or any other relevant planning documents such as transportation plans, previous comprehensive parks and recreation plans, or similar studies. This task will also include a review of relevant local, neighboring community, county and regional plans, as well as studies and policies related to parks, open space, greenways and trails. The team will review the recommendations provided in the above documents, identify those that have been completed and confirm those that remain priorities for the Town. Those that remain a priority will be incorporated into the plan recommendations.

R8.03 Review of Demographics + Recreation Trends

FEE: $4,000

The Consulting Team will utilize the Town's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups;
- To determine changes occurring in the Town and region, and assist in making proactive decisions to accommodate those shifts; and

The Town's demographic analysis will be based on US 2020 Census information, current projections, and 5 and 10 year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households

- Gender
- Race and Ethnicity
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the current issue of the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, and ESRI local market potential. Additional recreation trends will be outlined using data sources such as participation trends from the Outdoor Foundation on outdoor recreation trends and current NRPA, the Trust For Public Land, and other industry publications.

R8.04 Site Inventory, Analysis and GIS Mapping

FEE: $15,280

Existing Conditions Base Map: An accurate, comprehensive digital base map for the study will be essential to analyze critical information, issues and opportunities; develop and analyze level of service; evaluate distribution of parks; review trail alignments and connections; and present clear information to interested stakeholders. This task will gather additional data related to park and greenway planning, including coordination of information and data from various local and state agencies. Additionally, McAdams team will assist the Town staff digitize plat records of easements (tracing effort from PDFs to Shapefiles) for up to sizteen hours of effort. Other additional data gathered specifically to address greenway planning will include:

- Relevant GIS shapefiles from previous planning efforts including georeferenced data reflecting all proposed greenway needs (provided by the Town);
- Additional GIS data such as rights-of-way, topography, streams, flood plain, utilities, easements and other information;
- Existing parks and recreation facilities (locations / addresses / PIN numbers to be provided by the Town if ArcGIS layers are not available).
- Land use and zoning;
- Cultural, historic and archeological resource inventories;
- Property ownership / tax map data;
- Local and regional trail connections;
- Street, on-road bicycle and pedestrian facilities connections;
- Points and places of interest;
- Aerial photography;
- Major neighborhoods;
- Primary transportation routes,
- Jurisdictional boundaries;
- Planned Transit stops;
- Schools;

- High Density housing

The map will demonstrate where there are gaps in service as it relates to public parks, facilities and greenway connections, and will be used as the basis for recommendations aimed at providing equitable distribution of parks and recreation offerings across the Town; identifying possible locations for land acquisition and closing gaps in connectivity.

Additionally, in collaboration with the Town's PRCR staff and planning department staff, this task will be used to develop and depict logical "zones" for planning purposes. Criteria for zone establishment will be developed and approved by the Town and used throughout the planning process to geographically define user preferences; target an equitable level of service and amenity offerings; and distribute exactions. These zones can be cross referenced with the results of the statistically valid survey to better understand user preferences, needs and wants on a more detailed level.

G8.01 Validate Proposed Greenways:

FEE: $3,840

Using proposed greenway corridors presented in the 2021 maps, the team will validate the corridors and consolidate proposed corridors. The validation process will:

- Identify gaps in sidewalks, greenways and access to transit stops and schools (Safe Routes To Schools);
- Identify priority destinations; and
- Highlight issues and opportunities related to the proposed greenway corridors.

Based on a desktop review of the proposed corridors, we will identify key issues and opportunities including:

- Existing and potential connections and trailheads;
- Potential improvements to adjacent infrastructure;
- Significant land uses and points of interest;
- Environmental conditions;
- Cultural, historic and archeological resources;
- Land division and ownership conditions; and
- Alignment challenges / opportunities including:
- Stream crossings;
- Challenging grades;
- At-grade road crossings;
- Crossing beneath bridges;
- Observed wetlands;
- Natural areas to be avoided / included;
- Relationship to adjacent property uses; and
- Opportunities for coordination with stream restoration projects.

The resulting opportunities and constraints map will be used as the basis for recommended alignment revisions that will be incorporated into the greenway network plan.

R8.05 Level of Service (LOS) & Benchmarking:
FEE: $4,000

During this phase, the team will utilize data gathered from reviews of current conditions, inventory, analysis, and public input to establish the existing Level of Service (LOS) within the parks and services provided. LOS may include (but are not limited to) metrics such as acres of parkland (open space) per 1,000 population, number of facilities per 1,000 population, operating budget per resident or acreage of parkland, miles of trails per 1,000 population, full time equivalent (FTE's) staff per acres of parkland, etc.

Based on the community and staff input, national standards and best practices, user preferences as identified within the survey data and public input collected, and NRPA park metrics benchmarking data, a set of goals for future LOS will be determined. The goals will help establish the long-range vision for future improvements to facilities, program participation, revenue recovery, and other metrics used to measure department performance.

See below tasks under "Subconsultants" for additional site analysis and recommendations and program, operational, maintenance and financial assessments.

MASTER PLANNING DOCUMENT

R8.06 Draft Master Plan:
FEE: $15,440

Based on all data collected and analyzed with comparison to the level of service goals established within the level of service task, the team will begin to formulate specific recommendations for each area of focus for the Town's Parks and Recreation Department (land, facilities, operations, programs, financing). In addition to recommendations for new facilities, specific recommendations may include improvements within the existing facilities and parks such as areas of maintenance, replacement, expansion, and/or modification. The plan will also identify geographic gaps of service and provide useful information regarding locations for new facilities, parks and future land set asides. The master plan will make specific recommendations related to parks + facilities, the arts, programs, operations + maintenance, finances and health outcomes.

G8.02 Greenway Network Analysis
FEE: $ 14,800

Network Development: Based on the opportunities and constraints map developed in the validation task above, the team will consolidate all proposed greenway corridors into one Town-wide network plan. The plan will incorporate

any updates to greenway routing based on opportunities and constraints identified above, to minimize environmental impact, reduce cost and improve user safety and experience. This network will seek to connect desired locations (schools, parks, business districts, employment centers, transit stops, etc.) with greenways, multi-use paths and/or sidewalk / bike lane pairs to provide a complete system of biking and walking alternatives. The network will be designed to suit a wide range of users and serve all Apex residents. Greenway network analysis will reflect the input from citizens, Town staff, elected officials, stakeholders and adjacent jurisdictions. Network recommendations will complement Apex planning efforts including land use, zoning, transportation, and utility expansion plans.

Prioritize Corridors: Once the network plan is developed, the project team will work with the Town staff to refine and establish the current evaluation criteria for ranking priority corridors (used for LAPP funded projects examples) based on community, staff and elected officials input. Ranking criteria will be developed prior to evaluating any alternatives and will be used to rank greenway corridors in later phases of the project. Creating consensus around priorities early in the process results in more objective evaluation of alternatives. In addition, community connector corridors will be identified during this phase of the project to provide regional connectivity from Town of Apex.

Graphic Illustrations: The project team will prepare upto three graphic illustrations of the trails and greenways illustrating the relationship between the components at various locations. The Town of Apex design requirements, along with building standards, functionality and aesthetics will be the primary focus in generating graphic illustrations. The three key areas will be identified during the site visits for before-after scenarios to highlight the placemaking and aesthetic component associated with greenway trails design.

Greenway Funding: The project team will identify potential implementation strategies including land acquisition and funding sources specific to greenway planning, design, and construction. The project team will explore various funding options from public and private sources to determine availability and requirements for grants. Potential funding sources include (but are not limited to):

- Local public works and parks and recreation;
- Parks and Recreation Trust Fund (PARTF);
- NC Clean Water Trust Management Fund;
- Federal government;
- FAST Act, and other NCDOT, FHWA funding
- Nonprofit organizations;
- Public-Private partnerships;
- Zoning requirements;
- Development fees; and
- Developer Constructed.

R8.07 Action / Implementation Plan:

FEE: $3,600

Based on the Master Plan recommendations as identified above, the team will prepare an Action Plan that outlining the priority needs based on a 10-year planning horizon. The plan will include the recommendations that were identified by the team during the planning process. Also, a strategies section of the plan will be included that identifies potential sources of funding and land acquisition strategies. Each action item will be prioritized as short term, mid-term, or long term. The draft plan will be presented to Staff for comment. Based on such review comments, the Action Plan will be finalized and the final Master Plan will be presented by public hearing at a Town Council meeting for approval and adoption.

R8.08 Final Master Plan Document

FEE: $3,910

A final master plan document will be prepared for delivery to the Town and adoption by Town Council. The plan will summarize the planning process and recommendations, and typically includes the following chapters:

- Executive summary
- Inventory + analysis
- Level of service and benchmarking
- Community engagement / Need Assessment
- Guiding principles & Recommendations
- Action + Implementation Plan

The plan will be developed with best practices in graphic communication and include tables, charts, maps and other graphics to ensure key points are clearly presented.

The project team will deliver electronic copies of all files and graphics developed for the plan in both native file formats and pdf. One hard copy of the final plan will be delivered for the Town's use.

R8.09 Project Management + Coordination

FEE: $28,140

Comprehensive parks, recreation, greenway and open space plans require significant proactive communication and coordination between team members, Town staff, elected officials and other stakeholders. This task includes the following:

- All correspondence (phone, email or other platform);
- Management of project schedule;
- Management of project budget and invoiding;
- Attendance by two staff at byweekly meetings;
- Execution of the McAdams QA / QC process; and
- Any additional tasks associated with maintaining the project schedule, budget, or quality.

This scope and fee assume a twelve (12) month project duration and approximately one hour of project management time per week. If the project timeline is extended for any reason, or if project management tasks exceed these assumptions, additional project management fees may apply.

SUBCONSULTANTS

SAGE DESIGN

L8.10 Review of past inventory:

FEE: $4,200

SageDesign will present the client with a worksheet document for completion in order to provide an updated analysis of past park inventory items. This will include identification of the following (but not limited to) review items per park:

- What items have been completed since the last master plan
- What features are new?
- Have any features been added to the system?
- Have any park features been removed from the system.

This will include an assessment and summary write up by SageDesign. We are not proposing a re-inventory as completed in the previous plan; we are proposing review of for major non-compliance issues and integrate recommendations from town-wide ADA plan into each park assessment.

L8.11 Physical Setting/Gap Analysis

FEE: $14,175

SageDesign will use aerial photography, existing GIS data, and property boundary information to help illustrate existing conditions and for reference during the analysis. The analysis will utilize Inventory asset Mapping and be conducted in response to goals and vision. SageDesign will evaluate each of the parks in relationship to the goals and vision. We have allocated client and/or planning team time and coordination to set up this review and potentially visit sites that are new and/or need more evaluation. This will also include an overview evaluation of items such as:

- undeveloped parkland acreage
- connection to programs offered & ages served at programmed sites
- type of facility and accessibility rating to the public (incl. size)
- features and amenity distribution equity within the town
- availability to the public (access - transportation, connectivity, hours, physical, etc.) in addition to the other observations.

This information will be presented graphically with notations and in chart form.

Using the above information SageDesign will identify gaps based upon inventory findings and identified asset mapping features to create needs/ideas chart listing within each park for the team to utilize in park concept creation

ETC INSTITUTTE

L8.20 Statistically Valid Public Input Survey:

FEE: $15,400

The team shall conduct the survey in a method that provides statistically valid data to identify current demands and future trends regarding recreation facilities, greenways, programs, events, and festivals. This will be accomplished by administering a statistically valid random sample survey to a minimum of 300 households within Town of Apex for use in short and long-range planning.

The team has the capabilities of administering the survey by mail, internet, or phone. However, we recommend using a combination of mail, internet, and phone. Given the negative impact Caller ID has on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail / internet / phone to maximize the overall level of response. This approach enables the team to control the distribution of the survey instrument so that respondents closely match the census demographics for the Town. It is anticipated that the survey will be up to 6 pages in length and take approximately 13-16 minutes to administer over the phone. This length will allow for 25-28 questions to be asked, many with multiple components. Overall results for the survey will have a 95% level of confidence with a margin of error of + / - 5% overall.

The survey will be developed so that it can be seamlessly integrated into other master planning tasks. Questions will address a full range of strategically important issues such as:

- Usage and satisfaction with current recreation facilities and programming.
- The need for and identification of future programming.
- The need and unmet need for indoor and outdoor recreation facilities.
- Support for various revenue generating alternatives.
- Partnership development.
- Overall service delivery.

The team will conduct up to eight cross-tabular comparisons of survey results by key demographic factors, such as gender, age of respondent, length of residency, income, users / non-users of recreation services, location of household, etc.

PROS CONSULTING

L8.30 Kick-off Meeting / Coordination

FEE: $2,940

A virtual kick-off meeting should be attended by the key Town of Apex staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team **(virtual attendance).**

L8.31 Recreation Program Assessment

FEE: $6,342

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the agency aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants **(virtual attendance).**

L8.32 Operational and Maintenance Review

FEE: $6,594

The Consulting Team will review, refine, if necessary, maintenance protocols for parks, open spaces and greenways to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

The Consulting Team will perform an analysis of the current practices of the Town to evaluate its operational situation. This analysis will identify future Town organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified. **(Assumes 2-day site visit is included - Trip #1)**

L8.33 Financial Assessment

FEE: $4,389

The Consulting Team will perform analysis to identify the financial situation of the Department over the last five (5) years. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue

This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified **(virtual attendance).**

L8.34 Funding and Revenue Alternatives

FEE: $1,470

Funding strategies and alternatives will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

L8.35 Implementation Plan Development

FEE: $2,310

Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines and teams. This will be reviewed with senior Town staff in a half-day workshop. (**In- Person attendance - Trip #2)**

L8.36 Report Development and Town Briefing

FEE: $1,470

The Consulting Team will present the Master Plan to the Town Council in the form of a briefing. **(In-person attendance - Trip #3)**

ADDITIONAL SERVICES

SITE MASTER PLANNING – WEST STREET PARK

Project Initiation + Site Analysis

FEE: $9,160

Park History / Planning Perspective - McAdams will coordinate with the Town of Apex Parks and Recreation Department and other Staff to understand the park's history and regulatory context. As part of this process, we will review:

- Relationship to adjacent existing parcels and neighborhoods;
- Zoning ordinances and development standards
- Previously completed site assessments and related studies;

Site Analysis - McAdams will complete a site analysis, including one site visit to assess the existing physical, environmental, and aesthetic condition of the park to gain an understanding of the general context of the site (site access, adjacent land uses, proximity to other parks and civic uses, pedestrian connections, general character, etc.).

Electronic Base Map Preparation - This task includes preparation of an electronic base map (site survey data to be provided by the Town if available, otherwise readily available GIS data will be used) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (wetlands, streams, floodways / floodplain), adjacent roads, easements, utilities, site access, topography, existing structures, paving, etc.

Note: This scope of services assumes GIS data is readily available and adequate for the level of planning desired. If a site survey, geotechnical exploration, jurisdictional waters determination or cultural / environmental studies are required, McAdams can provide these services at an additional cost.

Master Planning

FEE: $14,640

Community Engagement Meeting – To atain the maximum number of points on a PARTF grant application, a public engagement meeting dedicated to the project must be held. This task includes facilitation of a four (4) hour in-person community engagement meeting or attendance at a local event to solicit feedback from attendees.

Parks + Recreation Advisory Board – This task allows for attendance at one Parks and Recreation Advisory Board to solicit feedback on the proposed master plan. If additional attendance is requested, it may be combined with one of the meetings listed under the comprehensive plan.

Conceptual Plan - Based on information gathered from the site analysis, coordination with Town Staff, and results of the comprehensive plan, McAdams will develop up to two (2) preliminary concept plans for review by the Town staff. The concept plans will depict the overall design concept, recreation elements, location of amenities, vehicular and pedestrian circulation. The concept plans will be presented to staff for one round of comment and discussion. Based on the staff comments, McAdams will refine one of the preliminary concept plans into one final rendered master plan concept.

Staff Meetings:
This task includes:

- One virtual meeting with Town staff to review the preliminary concept
- One virtual meeting with Town staff to review final concept sketch before final color rendering

Based on the final conceptual design, the design team will provide a master plan level estimate of probable construction cost for phase I improvements meeting the requirements a PARTF grant application. Our team of skilled cost estimators and extensive project experience has allowed us to develop a database of construction costs from which to draw.

R8.60 Master Plan Report

FEE: $11,280

Based on the selected master plan design, and results of the studies and community engagement completed by McAdams and the Town, the project team will develop a complete master plan document summarizing the project process, existing conditions and proposed master plan design. The master plan document will include all elements required as part of a competitive PARTF grant application.

R8.96 PARTF Grant Exhibit:

FEE: $1,320

The project team will prepare a color-coded exhibit in compliance PARTF grant application.

Note: this scope excludes preparation of the PARTF grant application

GREENWAY FEASIBILITY STUDIES

FEE: $ 16,865

Based on the results of the corridor prioritization task described above, detailed corridor studies (maximum of three (3) as part of the comprehensive master plan project) will be conducted to set up these projects for future implementation. Cut-sheet information for the recommended proposed alignment for each corridor includes:

- Detailed corridor map which identifies streams and wetlands, roads, neighborhoods, schools, parks, and existing pedestrian / bicycle facilities as well as adjacent greenway projects
- Crossings & Access:
  - Pedestrian bridge and underpass locations

- Pedestrian crosswalk locations
- Trailhead/parking locations

> Routing challenges and opportunities addressing items including but not limited to:
  - Topography
  - Stream crossings
  - Floodplain impacts (includes desktop review of stream corridors, wetlands, FEMA floodplain)
  - Observed wetlands
  - Road crossings

> Project Snapshot:
  - Project Location
  - Project Type
  - Length of Project
  - Estimated Construction Year
  - Trail Trip Generators (i.e. key destinations and activity hubs)

> Previous Planning Efforts

> Potential Right-of-Way Needs
  - Total estimated area needed
  - Number of impacted parcels that are privately owned (not Town or County)
  - Number of impacted property owners

> Potential Permitting Needs

> Estimated Project Costs
  - Estimated 2021 Construction Costs
  - Escalated Construction Costs (adjusted to reflect the project's estimated construction year)
  - Contingency
  - Estimated Right-of-Way Costs
  - Estimated Design Services
  - Estimated Construction Engineering and Inspection (CEI) services

> Potential Funding Sources

Note: Additional corridors for feasibility studies will be considered stand-alone projects and considered as additional services to this contract.

FEE SUMMARY

TASK	FEE		
BASIC SERVICES: PARK + REC + GREENWAY MASTER PLAN			
Staff Meetings	$	25,090.00	
Community Engagement	$	31,080.00	
Inventory + Analysis	$	44,320.00	
Master Planning Document	$	43,390.00	
project management and coordination	$	28,140.00	
Sage Design	$	14,175.00	
ETC Institute	$	15,400.00	
PROS	$	25,515.00	
Total Basic Services	**$**	**227,110.00**	
ADDITIONAL SERVICES			
Site Master Planning - West Street Park	$	36,400.00	
Feasibility Studies (3 Corridors)	$	16,865.00	
Total Additional Services	$	53,265.00	
Reimbursables (est.)	$	3,909.20	*includes PROS travel*
Grand Total	**$**	**284,284.20**	

EXTRA SERVICES

J. Additional Services:

When requested by the Owner and confirmed by the Owner and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

CLIENT'S RESPONSIBILITIES

Client shall be responsible for the following:

- Notification to proceed
- Timely approval of draft reports presented for Client approval
- If needed, timely providing of information from other professional services
- Payment of all application and permit fees
- Payment of Engineering invoices
- Notification to project manager of any problems
- Provide all data as outlined herein, including, but not limited to, relevant GIS data, and current and projected population data and trends

EXCLUSIONS

The following services are not included in this Agreement:

- Court appearances for litigation, or preparation for same
- Revised directives from Client after the site investigation has begun
- Design, engineering or surveying services not specifically described herein
- Environmental investigations that are wetland / stream delineations, wetlands surveying, wetlands permitting
- Detailed traffic studies or engineering

GENERAL CONDITIONS

- This proposal is valid for 30 days from the above date
- Owner and / or Client are responsible for all application and permit fees

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS

Amos Clark, Vice President
Public Sector

RC/lgh

Enclosures

ACCEPTANCE

By: _____ Date: _____

Name: _____

Title: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 10, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve the new Remote Work Policy and Flexible Work Scheduling and Telework Policy.

Approval Recommended?

Yes

Item Details

From March 2020 to July 2021, the Town operated under the Governor's request to allow employees to telework to the greatest extent, in order to prevent the spread of COVID-19. During this time, many departments were able to implement processes that allowed employees who were working remotely to work and provide service at the same, if not better, levels and maintain connected with their remote and onsite peers. As we transition back into post-COVID operations, Town leadership would like to continue offer teleworking options to employees, as a way to reduce facility loading, maintain efficiencies gained during the mandatory teleworking times, reduce our carbon footprint by reducing commuting, and provide more flexibility to employees.

The Human Resources Department has drafted the Remote Work Policy and Flexible Scheduling and Telework Policy to provide guidelines and expectations around employee remote work and telework arrangements. The policies are attached for review, but a brief overview of each is below.

Remote Work Policy – this policy applies to employees who will be working offsite 100% of the time, and will not have an onsite office on Town Campus.

Flexible Work Schedule and Telework Policy – this policy covers the following:

- Employees who want to work a schedule other than 8am-5pm (ex: 7:30am-4:30pm)
- Employees who want to work a hybrid telework schedule (working some days in the office, some days from home)

- Employees who need short-term work from home arrangements (employee normally works in the office but has a short-term need to work from home)

The Personnel Committee met to review these policies on July 29, 2021 and unanimously recommended approval.

Attachments

- Remote Work Policy
- Flexible Scheduling and Telework Policy

Flexible Work Scheduling & Telework Policy

I. Policy Overview

The Town's offices have set standard operating hours when they are open to the public. (Generally, 8:00 am – 5:00 pm, Monday through Friday.) Departments that would normally be expected to operate during these operational hours are required to have adequate personnel coverage. The Town of Apex may permit eligible employees to work at an alternate work location for all or part of the work week in order to promote general work efficiencies when it is determined the use of alternate work locations is beneficial or necessary to mitigate risks to the continued delivery of Town government services. This policy provides guidelines for telework arrangements and work schedules for employees whose position allows for a variation in normal work hours and location.

This policy applies to office-based employees who may be working from home or another location during a short-term project, during business travel, or other informal, short term arrangements. This policy also applies to hybrid arrangements where office-based employees regularly work a portion of the week from their personal residence. This policy does not apply to employees whose principal place of employment is designated as their personal residence. All such long-term, ongoing arrangements can be referenced in the **Remote Work Policy**. Similarly, this policy does not apply to requests for telework arrangements as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such requests should be made directly to human resources and follow the ADA reasonable accommodation process.

II. Purpose

The purpose of the Flexible Work Schedule and Telework policy is to provide a means to address the potential conflicts an employee may experience between work and family obligations, or to assist an employee who is unable to physically be present at work due to illness, inclement weather, emergency closure of office buildings or other circumstances where working a non-traditional work schedule, or working from home provides a satisfactory solution to the employee and Department Director. Flexible scheduling may also benefit the Town by providing for an expansion in service hours and an increase in employee job satisfaction.

Any deviations from this policy must be approved in writing by the Town Manager or designated approver with the concurrence of human resources.

III. Variation in Normal Work Hours

An employee may request to work a regular work schedule that is different from the department's normal operating hours. A regular fulltime work schedule must consist of 40 hours per week for non-exempt employees, or 80 hours per pay period for exempt employees, and meet the following parameters:

- The regular work schedule is consistent on a weekly or bi-weekly basis and is not adjusted daily unless work demands such as after-hour meetings create a need for a variance on certain weeks. The hours of the work day may be the same or vary as long as the schedule is regular, with va[illegible]oved by the supervisor.

- The established flextime schedule does not create an overtime liability.
- Adequate supervision, or accountability measures must be in place during the flextime period.
- Employees who work a pre-determined work schedule with varying daily hours may be required to return to a normal work schedule or adjust their work hours for all weeks that contain a Town holiday.

Flexible work schedule requests must be approved by the Department Director who is responsible for ensuring that customer service is not diminished and business operations are not negatively impacted by a flexible work schedule.

IV. Telework Arrangements

Telework options may be available to employees when the department head determines customer service, teamwork, and productivity would not be negatively impacted, and the employee is meeting or exceeding all performance expectations. Telework is not an entitlement for any position and participation in a telework arrangement may be ended at any time by the Department Head. Telework options may be offered to employees as a home and office hybrid arrangement or as a short-term arrangement. Before telework begins on a short-term or hybrid basis, the IT Department must review and confirm the employee's work issued equipment is adequate for a telework arrangement.

Employees interested in a telework arrangement are responsible for submitting a written request for consideration to their immediate supervisor. The employee is responsible for providing all information needed, as requested, to assess the proposed arrangement.

The employee's request for a telework arrangement should include (i) any duties that could not be performed as proficiently from the home location as they are performed in the office; (ii) how communication with supervisors, coworkers and business third parties will be maintained throughout the work day; (iii) how security and confidentiality of all Town of Apex information will be maintained; (iv) whether and how the employee will be as or more productive working from home than in the office and how this can be measured.

In order to determine whether an employee is eligible to participate in a telework arrangement, the supervisor and/or Department Director must confirm that the employee and the employee's position meets the following criteria:

- The employee's job duties can adequately and effectively be performed from an alternate location on a short term or hybrid basis.
- Potential effect on providing service to internal/external customers and vendors
- There are no existing or known potential cybersecurity or data privacy concerns that would pose a risk to the Town.
- The employee will be available for collaboration with the members of their department and other colleagues, clients, and customers during business hours.

- The employee has access to the necessary Town issued equipment and software to perform their job duties.

Approval from the Department Head and Town Manager or the Town Manager's designated approver (Asst. Town Manager, Human Resources, etc.) must be obtained prior to formally approving a telework arrangement. The employee must sign a telework agreement prior to beginning the telework arrangement. The agreement will be maintained in the employee's personnel file and will outline the responsibilities the employee and Town have for providing office space, supplies, equipment, etc., during the telework period as well as expectations for accounting for work hours, liabilities and any other special requirements.

Hybrid Telework Arrangements

Any hybrid telework arrangements should adhere to the following standards:

- At a minimum, an evaluation of the employee's performance and hybrid telework arrangement will be conducted after the conclusion of the first 6 months. After the initial trial evaluation, the employee's performance and the arrangement will be evaluated based on a schedule determined by the immediate supervisor and/or department director.
- The supervisor and employee will agree in advance to the telework schedule, with the supervisor and/or department director having final approval on the number of days the employee is allowed to telework. The schedule must remain consistent, and not change each week unless so required or approved by the supervisor on a temporary basis and/or for a specific business or departmental reason.
- All telework must be performed from the employee's principal residence in the state of North Carolina within a traveling radius that would allow the employee to appear onsite if required. Internet cafes or any other non-secured public work sites are not acceptable locations for telework. Telework employees must maintain an appropriate work environment within their home for work purposes.
- Work hours during telework days must be the employee's regularly scheduled work hours, and the employee must remain available for communication with the immediate supervisor and Town of Apex personnel during the scheduled work hours. Communication between the employee and the supervisor should be at a level consistent with, or better than, the level that exists when the employee is working at the office. All deviations from the scheduled work hours or work location must be approved in advance by the immediate supervisor.
- During regularly scheduled work hours and other approved work times, employees must work exclusively on Town of Apex projects. Work on personal or other business matters regardless of whether the employee is being compensated for such work is not permitted. Employees may not hire or use assistants to perform work for Town of Apex. Telework arrangements are not substitutes for arranging primary care for children or other dependents, and employees may not undertake such responsibilities during scheduled or other approved work time. Employees may not work second jobs while approved telework arrangements are in place.
- Employees must attend office or other offsite meetings on telework days, as requested. Teleworkers are not allowed to meet with customers, vendors, or any third parties relative to

Town of Apex business in their home, and Town of Apex specifically disclaims any liability for such activities in the employee's home. Management retains the right to modify this schedule and any telework arrangement as a result of business necessity.

- Non-exempt employees must accurately and contemporaneously record all hours worked using the Town's timekeeping system. All hours worked in excess of those specified per day and per week will require the advanced approval from the immediate supervisor. Employees working telework arrangements will be held to a higher standard of compliance than solely office-based employees due to the nature of the work arrangement. Any failure to comply with this requirement can result in immediate cessation of the telework agreement.
- Employees will only receive equipment to furnish one office, not two. For example, if an employee has a laptop, keyboard, mouse, docking station and 2 monitors at their onsite office, they would not be provided another set of those items for their home office. Standard office supplies will be made available to telework employees, and employees will retrieve them in person from the appropriate Town of Apex office location. This includes purchases that must be shipped to Town facilities (supplies/orders cannot be shipped to an employee's personal residence).
- The employee must agree to pay for and use personal internet services as needed for work purposes. Expenses for services such as data, intranet, electrical, and phone are the employee's sole responsibility and not reimbursed by Town of Apex. If there are internet/VPN connection issues that prevent or restrict the employee's ability to work at home, the employee must contact their supervisor immediately to discuss arrangements to report to the office.
- Equipment supplied by Town of Apex will be maintained by Town of Apex and must be used for business purposes only. Employees must refrain from personal or other non-Town of Apex business use of the equipment and prohibit all use by others. If you experience any technical difficulties, you must call or book a time to come into the Town Hall office with your equipment and meet with IT to resolve your technical issues onsite (there is no home repair option).
- Unless applicable law provides otherwise, employees may be financially responsible for any Town of Apex equipment that is lost, stolen or damaged. All equipment issued to employees for the purpose of telework must be returned to the Town of Apex upon separation.
- Town of Apex is not be responsible for any costs associated with the setup or continued maintenance of the home office space, including but not limited to, software outside of that typically installed on computers issued to employees, equipment beyond a laptop and monitor (which would be issued to the employee upon approval of the telework arrangement or the start employment) remodeling, lighting, repairs, or modifications to the home office space.
- All responsibility for tax or other legal implications for the business use of the home, based on all applicable IRS, state, other federal or local government restrictions or restrictive covenants, rests solely with the employee. Town of Apex has no responsibility to the employee should tax or legal problems arise from the telework arrangement.

Short Term Telework

Telework arrangements may be allowed for employees on a short-term basis when personal situations make it difficult for an employee to be physically present at work and it is for the benefit

of the Town and the employee to perform designated work assignments remotely. Short term telework arrangements are less formal, and will have specific outcome-based assignments that are agreed on in advance by the employee and supervisor and approved by the department director. A formal telework agreement should be signed for any arrangement that will extend longer than 3 weeks. Failure to comply with the requirements of the telework arrangement may result in discontinuation of the arrangement and/or disciplinary action, up to and including termination of employment.

Remote Work Policy

I. Policy Overview

Town of Apex recognizes that remote work arrangements provide a mutual benefit to both the Town and its employees, supporting environmental and sustainability efforts, increased work efficiencies, and higher levels of satisfaction and retention from employees. Remote work may be a viable regular secondary work arrangement for some, but not all, jobs, employees or supervisors. These arrangements will be considered on a case-by-case basis and approval is within Town of Apex's sole discretion. Remote work will not be approved in cases where the employee, the job or the supervisor is not best suited to such an arrangement or where the remote work arrangement would negatively impact the delivery of service or be an inconvenience to Town of Apex's customers, vendors, or any third parties relative to our business.

This policy applies to employees whose principle place of employment is designated as their personal residence. This policy does not apply to office-based employees who may be working from home or another location during a short-term project, during business travel, or other informal, short term arrangements (less than 4 weeks). This policy also does not apply to hybrid arrangements where office-based employees regularly work a portion of the week from their personal residence. All such temporary arrangements are made on a case by case basis, focusing on the business needs of the organization first, and can be referenced in the **Flexible Work Scheduling Policy**. Such arrangements are <u>not</u> the focus of this policy. Similarly, this policy does not apply to requests for remote work arrangements as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such requests should be made directly to human resources and follow the ADA reasonable accommodation process.

Eligibility

To be eligible for a remote work arrangement, employees must be meeting performance expectations and not have any corrective or disciplinary actions within the last 12 months. New hire eligibility for remote work arrangements are at the department director's discretion.

Requesting a Remote Work Arrangement

1. Employees interested in a remote work arrangement are responsible for providing all information, as requested, to assess the proposed arrangement and must submit a written proposal to their immediate supervisor.

   The proposal should include (i) any duties that could not be performed as proficiently from the home location as they are performed in the office; (ii) how communication with supervisors, coworkers and business third parties will be maintained throughout the work day; (iii) how security and confidentiality of all Town of Apex information will be maintained;

(iv) whether and how the employee will be as or more productive working from home than in the office and how this can be measured.

2. Upon receipt, the immediate supervisor will evaluate the proposal for, among other things, employee suitability including needs and works habits of the employee, job responsibilities to determine if the job is appropriate for a telecommuting arrangement and potential effect on providing service to internal/external customers and vendors. Additionally, consideration will be given to whether the employee has the proper equipment for the arrangement to include an appropriate, high speed internet access, and appropriate home work space.

3. Following the immediate supervisor's review of the proposal, the proposal will be submitted to the immediate supervisor's manager and up to the department director for final review and disposition. Approval of telecommuting arrangements will be in the sole discretion of the Town Manager.

Conditions for Remote Work Arrangements

Schedules and Work Hours. The supervisor and employee will agree in advance to the remote work schedule. The schedule must remain consistent, and not change each week unless so required or approved by the supervisor on a temporary basis and/or for a specific business or departmental reason.

Work hours during remote work days must be the employee's regularly scheduled work hours, and the employee must remain at the home work location and in telecommunications contact with the immediate supervisor and Town of Apex personnel during the scheduled work hours. Communication between the employee and the supervisor should be at a level consistent with, or better than, the level that exists when the employee is working at the office. All deviations from the scheduled work hours or work location must be approved in advance by the immediate supervisor.

Employees must attend office or other offsite meetings on remote work days, as requested. Remote workers shall not meet with customers, vendors, or any third parties relative to Town of Apex business in their home, and Town of Apex specifically disclaims any liability for such activities in the employee's home. Management retains the right to modify this schedule and any remote work arrangement as a result of business necessity.

Non-exempt employees must accurately and contemporaneously record all hours worked in a manner designated by Town of Apex. All hours worked in excess of those specified per day and per week SHALL require the advanced approval from the immediate supervisor. Remote work employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Any failure to comply with this requirement can result in immediate cessation of the remote work agreement.

During regularly scheduled work hours and other approved work times, employees must work exclusively on Town of Apex projects. Work on personal or other business matters regardless of whether the employee is being compensated for such work is not permitted. Employees may not hire or use assistants to perform work for Town of Apex. Remote work arrangements are not substitutes for arranging primary care for children or other dependents, and employees may not undertake such responsibilities during scheduled or other approved work time. Employees may not work second jobs while approved remote work arrangements are in place.

Town of Apex property and policies. Remote work employees must take all necessary and appropriate steps to protect Town of Apex property from theft, damage or unauthorized use and to protect Town of Apex information from access by or disclosure to other persons, including persons residing or visiting in the home. The following apply regardless of whether or not the information is confidential information: no forwarding or copying of electronic files, data, emails or other Town of Apex information to home, personal or external email or storage accounts even for the purpose of working remotely; emails, voicemails or other communications, whether written, verbal, electronic or otherwise, sent to employees in connection with their work are for employee eyes/ears only and are not to be shared with any other employee or person, except with the express consent of the sender; no installation of unapproved software to any Town of Apex computer or device.

Employment, including the work performed at the employee's home, remains subject to all agreements between the employee and Town of Apex and all Town of Apex policies, procedures and practices (including but not limited to the Town's Information Technology Policy and Use of Town Time, Equipment, Supplies, and Vehicles Policy). In cases where the terms of such agreements, policies, procedures and practices do not expressly mention their application to work performed at home or other non- Town of Apex locations, this policy operates to modify them to the extent necessary to render them applicable to such work. Violation of these policies are subject to removal of the remote work place agreement and/or disciplinary action, up to and including termination. Employees working from home must perform all job duties and responsibilities while logged into Town of Apex's virtual private network (VPN), to the maximum extent practicable.

Remote work employees must also maintain public records to the same standard as when working onsite, and in accordance with the Municipal Record Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources. Any hard copies or digital documentation, texts or email, both internal and external, that contain information concerning the administration, management, operation, activities and business of an office may be considered to be a public record and may be subject to public disclosure or inspection from Town officials in accordance with the Public Records Law. Public records created and/or used at a remote work location must be maintained securely and returned to Town offices upon completion of work.

Work location and equipment. All remote work must be performed from the employee's principle residence in the state of North Carolina within a traveling radius that would allow the employee to appear onsite if required. Internet cafes or any other non-secured public work sites are not acceptable locations for ongoing work. Remote work employees must maintain an appropriate work environment within their home for work purposes. Town of Apex is not be responsible for any costs associated with the setup or continued maintenance of the home office space, including but not limited to, software outside of that typically installed on computers issued to employees, equipment beyond a laptop and monitor (which would be issued to the employee upon approval of the remote work arrangement or the start employment) remodeling, lighting, repairs, or modifications to the home office space. Requests for any additional equipment will be evaluated on a case-by-case basis. All equipment issued to employees for the purpose of remote work must be returned to the Town of Apex upon separation. Expenses for services such as electrical, and phone are the employee's sole responsibility and not reimbursed by Town of Apex. Data and internet expenses will be subsidized at a percentage deemed appropriate by the Town. Standard office supplies will be made available to remote work employees, and employees will retrieve them in person from the appropriate Town of Apex office location. This includes purchases that must be shipped to Town facilities (supplies/orders cannot be shipped to an employee's personal residence).

All responsibility for tax or other legal implications for the business use of the home, based on all applicable IRS, state, other federal or local government restrictions or restrictive covenants, rests solely with the employee. Town of Apex has no responsibility to the employee should tax or legal problems arise from the remote work arrangement.

Equipment supplied by Town of Apex will be maintained by Town of Apex and must be used for business purposes only. Employees must refrain from personal or other non-Town of Apex business use of the equipment and prohibit all use by others. Unless applicable law provides otherwise, employees may be financially responsible for any Town of Apex equipment that is lost, stolen or damaged. In the event equipment failures or connection issues prevent or restrict the employee's ability to work at home, employees must contact IT to schedule a designated time to bring equipment onsite for repair, and contact their supervisor immediately to discuss arrangements to report to the office. If you experience any technical difficulties, you must call or book a time to come into the Town Hall office with your equipment and meet with IT to resolve your technical issues onsite (there is no home repair option).

Employees who are approved for remote work arrangements will not be entitled to exclusive use workstations and will be assigned to a shared work arrangement when working on Town of Apex premises.

Safety and injuries. Injuries sustained by an employee while working in the course and scope of the job duties at home may be covered by Town of Apex's workers' compensation policy. Remote workers are responsible for notifying their supervisor and Human Resources immediately of such injuries, however minor.

Evaluation. Approved remote work arrangements made will be on a trial basis and may be discontinued at any time for any or no reason by Town of Apex in its sole discretion. Employees are expected to be as or more productive and produce work of the same or better quality when working from home as when working in the office.

Immediate supervisors and managers of remote work employees are responsible for establishing audits and methods of verification that can directly evaluate the employee's productivity on a regular basis. Particular attention will be given at that time to the remote worker's work output and completion of their goals/objectives.

At a minimum, an evaluation of the employee's performance and arrangement will be conducted after the conclusion of the first 6 months. Consideration will be given to whether the arrangement should be continued, modified or discontinued. After an initial 6-month evaluation, the employee's performance and the arrangement will be evaluated based on a schedule determined by the immediate supervisor and/or department director. Annual performance evaluations will be conducted on the same schedule as evaluations for non-remote work employees.

Failure to comply with the requirements of the remote work arrangement may result in discontinuation of the arrangement and/or disciplinary action, up to and including immediate termination of employment. Any deviations from this policy must be approved in writing by the Town Manager and with the concurrence of human resources.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 10, 2021

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex KOBRA, LLC (Reams Grove Master Subdivision) property containing 18.894 acres located at 7500 Green Level Church Road, Annexation #710 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation.

Attachments

- Annexation Ordinance
- Annexation Petition
- Legal Description
- Map

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 710 Submittal Date: 3/9/2021

Fee Paid $ 200 Check # 5243

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

KOBRA, LLC	0733102211
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: WithersRavenel (Matt Grzebien)

Phone: 919-469-3340 Fax:

E-mail Address: mgrzebien@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	18.894	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	0	Water service (new construction)	☑
Proposed # of housing units:	69	Sewer service (new construction)	☑
Zoning District*:	RR	Receive Town Services	☐

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 710 Submittal Date: 3/9/2021

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Kobra LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 4 day of March, 2021.

Name of Limited Liability Company Kobra LLC

By: Susan R. Jewett
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Sandra Martin Clark a Notary Public for the above State and County, this the 4th day of March, 2021.

Sandra Martin Clark
Notary Public

SEAL

SANDRA MARTIN CLARK NOTARY Comm. Exp. 01-26-2025 PUBLIC WAKE COUNTY, NC

My Commission Expires: 1-26-2025

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

Legal Description – Town of Apex Satellite Annexation of Tract 2/Lot 2 BM 2014, Pg. 384-386

Beginning at an existing iron pipe on the eastern right of way of Green Level Church Road (SR 1600), a common corner with (now or formerly) Arthur H. Laford (DB 6295, Pg. 580), said iron pipe having NC grid, NAD 83 (2011) coordinates of Y(N): 730,468.49 and X(E): 2,030,626.73 and being the true point of beginning for the annexation area herein described:

Thence N84°21'29"E, 369.96 feet along a common line with Laford to an existing iron pipe;

Thence N12°09'14"W, 62.39 feet along a common line with Laford to an existing iron pipe, a common corner with (now or formerly) Robert S. and Lynn S. Craycroft (DB 5018, Pg. 504);

Thence N47°52'48"E, 139.68 feet along a common line with Craycroft to an existing iron pipe;

Thence N47°57'19"E, 128.00 feet along a common line with Craycroft to an existing iron pipe, a common corner with (now or formerly) John and Kristel M. Weldon (DB 16653, Pg. 1598);

Thence N47°16'47"E, 55.55 feet along a common line with Weldon to an existing iron pipe;

Thence S56°40'28"E, 438.88 feet along a common line with Weldon to an existing iron pipe;

Thence S58°25'06"E, 122.64 feet along a common line with Weldon to an existing iron pipe at the base of an 8" gum in the line of (now or formerly) Jainix, LLC (DB 17341, Pg. 1696);

Thence S00°52'14"E, 700.93 feet along a common line with Jainix to an existing iron pipe on the northern right of way of Jenks Road (SR 1601), passing an existing iron pipe marking the boundary between adjoining Jainix properties (DB 17341, Pg. 1696 and DB 17239, Pg. 1509) at 539.35 feet;

Thence along the northern right of way of Jenks Road the following courses and distances:

1. Along the arc of a curve to the right having a radius of 1,920.00 feet, an arc length of 331.36 feet, and a chord bearing and distance of N86°36'58"W, 330.95 feet to an existing iron pipe;
2. N81°40'19"W, 119.30 feet to an existing iron pipe; and
3. S74°05'18"W, 122.94 feet to an existing iron pipe;

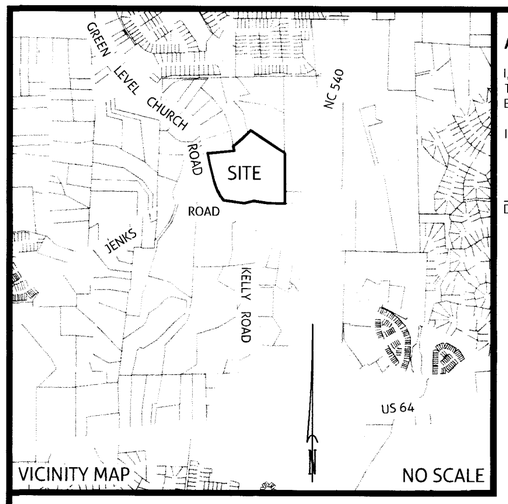
thence S08°08'33"W, 30.00 feet to a new mag nail in the centerline of Jenks Road;

Thence N81°51'27"W, 303.85 along the centerline of Jenks Road to a new mag nail in the centerline intersection of Jenks and Green Level Church Roads;

Thence along the centerline of Green Level Church Road the following courses and distances:

1. Along the arc of a curve to the right, having a radius of 900.89 feet, an arc length of 111.75 feet, and a chord bearing and distance of N34°42'19"W, 111.68 feet to a new mag nail;
2. Along the arc of a curve to the right, having a radius of 880.73 feet, an arc length of 252.92 feet and a chord bearing and distance of N21°36'21"W, 252.05 feet to a new mag nail;
3. N13°18'37"W, 196.98 feet to a new mag nail; and
4. N12°02'38"W, 154.60 feet to a new mag nail;

Thence leaving the centerline of Green Level Church Road N77°57'22"E, 30.00 feet to the point and place of beginning, containing 823,040 square feet or 18.894 acres for the annexation area herein described.



ANNEXATION #_____

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20__, BY THE TOWN COUNCIL.

I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____
DAY/MONTH/YEAR

_____
DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN ON HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 22nd DAY OF JUNE, A.D. 2021.

THOMAS M. GRZEBIEN, PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4695

NORTH CAROLINA PROFESSIONAL SEAL L-4695 LAND SURVEYOR THOMAS M. GRZEBIEN

GENERAL NOTES

1. NO NGS MONUMENT WAS FOUND WITHIN 2,000 FEET OF THE SITE.
2. THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83 (2011) STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
   - 2.1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
   - 2.2. POSITIONAL ACCURACY: 0.03' (H)
   - 2.3. GPS FIELD PROCEDURE: VRS
   - 2.4. DATE OF SURVEY: 01/28/2020
   - 2.5. DATUM/EPOCH: NAD 83 (2011), EPOCH 2010.00
   - 2.6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
   - 2.7. COMBINED GRID FACTOR: 0.99989697
   - 2.8. UNITS: U.S. SURVEY FEET
   - 2.9. GRID/GROUND POINT: Y(N) 729,991.06 X(E) 2,030,682.99
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
4. AREA DERIVED BY THE COORDINATE COMPUTATION METHOD.
5. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
6. SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAPS 3720073200J & 3720073300J DATED MAY 2, 2006.
7. LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. WITHERSRAVENEL CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
8. NO WETLAND AND/OR STREAM BUFFER DETERMINATIONS PERFORMED AS OF THE COMPLETION OF FIELD WORK ON FEBRUARY 5, 2020.

OTHER REFERENCES

NC HIGHWAY 540 AND JENKS ROAD RIGHT OF WAY:
DB 13852, PG. 1196 | DB 13852, PG. 1199 | TIP PROJECT R-2635C1

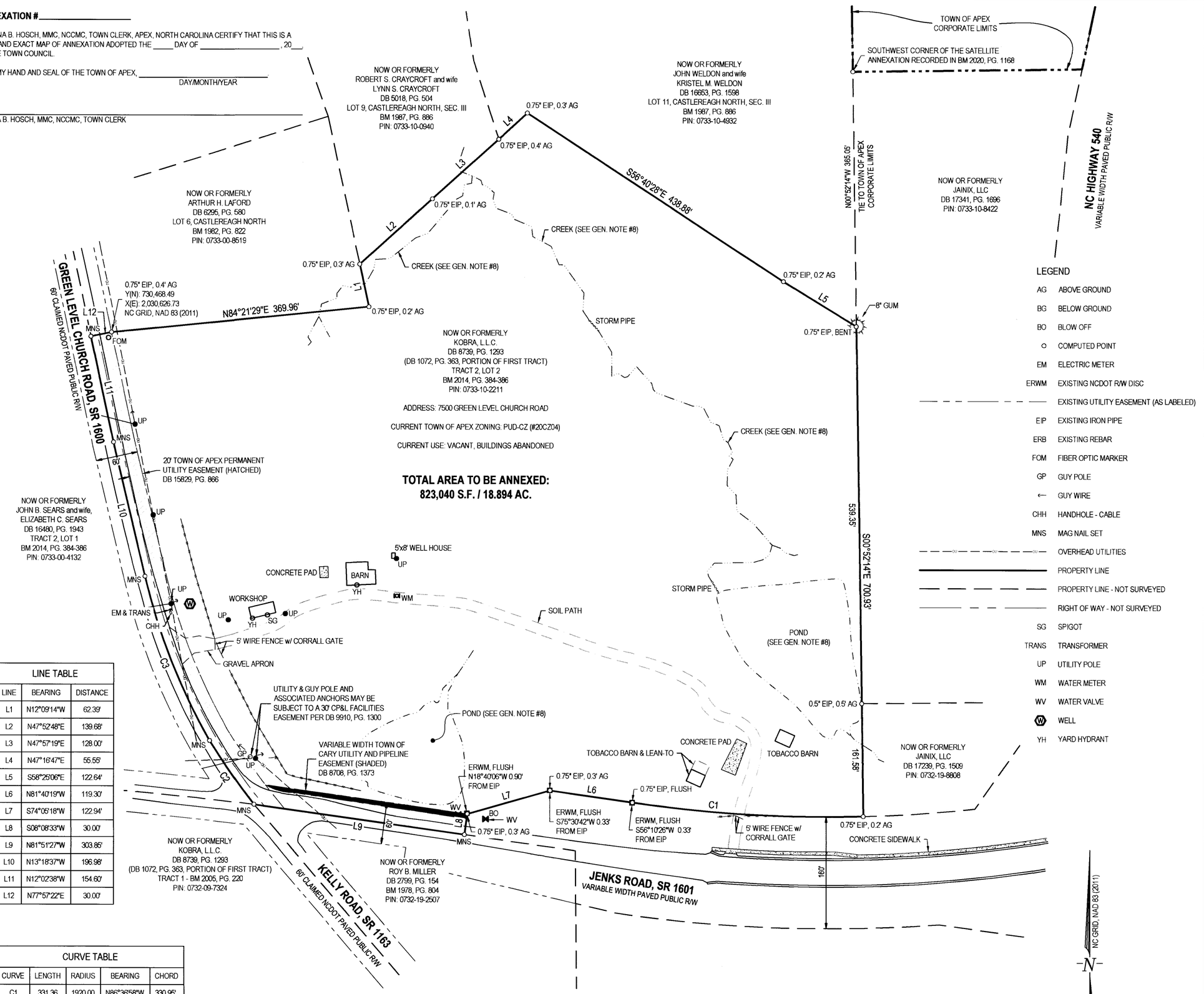
60' CLAIMED RIGHT OF WAY FOR OLD JENKS, KELLY, & GREEN LEVEL CHURCH ROADS:
BM 1978, PG. 804 | BM 1979, PG. 617 | BM 1982, PG. 822 | BM 1987, PG. 886
BM 1988, PG. 192 | BM 2005, PG. 220 | BM 2008, PG. 303 | BM 2014, PG. 384-386

ALTA SURVEY BY WITHERSRAVENEL ENTITLED "ALTA/NSPS LAND TITLE SURVEY, TRACT 2, LOT 2 - BM 2014, PG. 384-386, 7500 GREEN LEVEL CHURCH ROAD, APEX, PROPERTY OF KOBRA, L.L.C." SIGNED AND SEALED BY THOMAS M. GRZEBIEN ON FEBRUARY 19, 2020

BLANKET CP&L ELECTRIC EASEMENTS: DB 2775, PG. 758 | DB 6419, PG. 713
DB 9910, PG. 1300 | DB 10172, PG. 708

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N12°09'14"W	62.39'
L2	N47°52'48"E	139.68'
L3	N47°57'19"E	128.00'
L4	N47°16'47"E	55.55'
L5	S58°25'06"E	122.64'
L6	N81°40'19"W	119.30'
L7	S74°05'18"W	122.94'
L8	S08°08'33"W	30.00'
L9	N81°51'27"W	303.85'
L10	N13°18'37"W	196.98'
L11	N12°02'38"W	154.60'
L12	N77°57'22"E	30.00'

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	331.36	1920.00	N86°36'58"W	330.95'
C2	111.75	900.89	N34°42'19"W	111.68'
C3	252.92	880.73	N21°36'21"W	252.05'



LEGEND

AG	ABOVE GROUND
BG	BELOW GROUND
BO	BLOW OFF
○	COMPUTED POINT
EM	ELECTRIC METER
ERWM	EXISTING NCDOT R/W DISC
— — —	EXISTING UTILITY EASEMENT (AS LABELED)
EIP	EXISTING IRON PIPE
ERB	EXISTING REBAR
FOM	FIBER OPTIC MARKER
GP	GUY POLE
←	GUY WIRE
CHH	HANDHOLE - CABLE
MNS	MAG NAIL SET
— — —	OVERHEAD UTILITIES
———	PROPERTY LINE
— — —	PROPERTY LINE - NOT SURVEYED
— — —	RIGHT OF WAY - NOT SURVEYED
SG	SPIGOT
TRANS	TRANSFORMER
UP	UTILITY POLE
WM	WATER METER
WV	WATER VALVE
W	WELL
YH	YARD HYDRANT

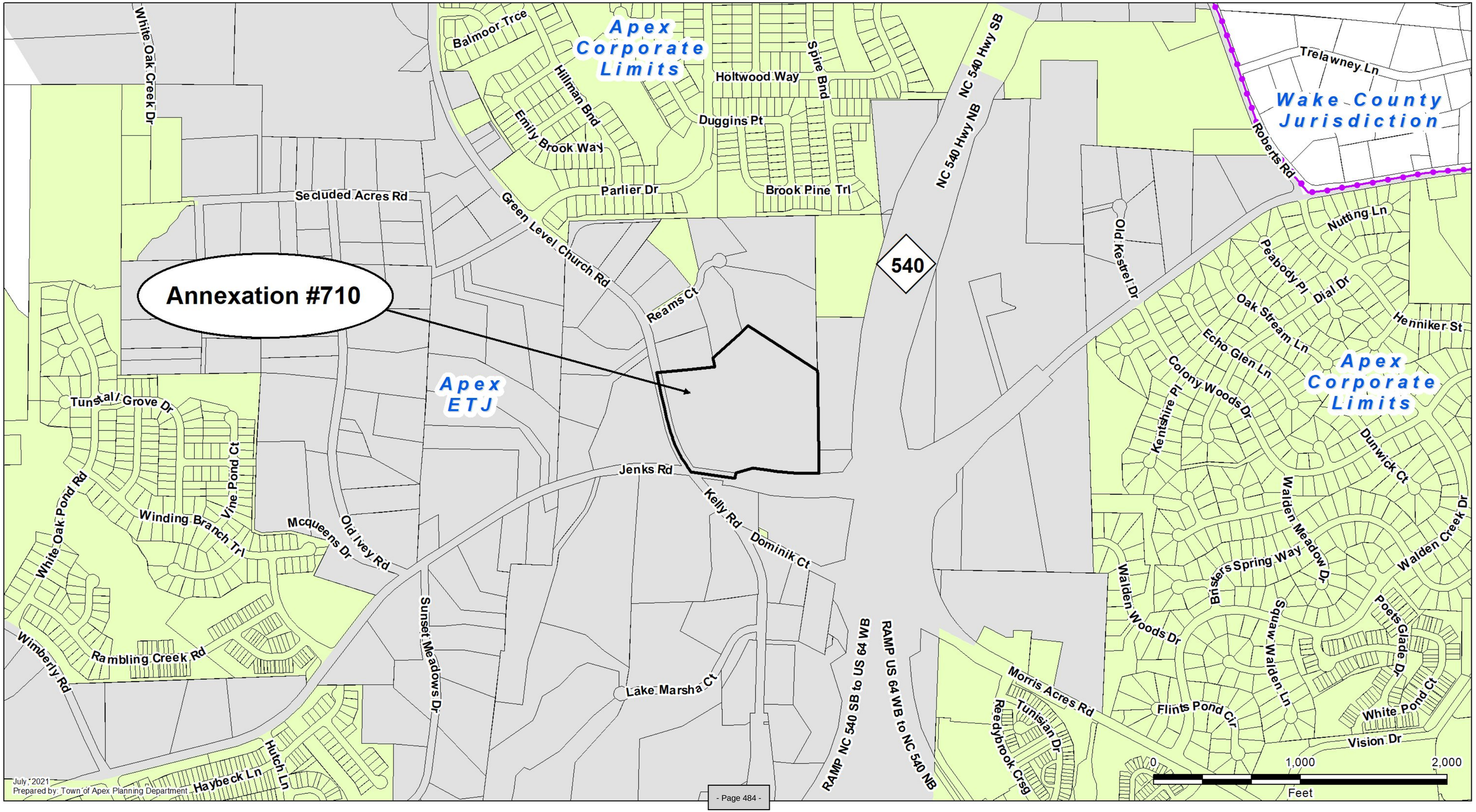
REVISIONS:	DATE: 06/22/2021
	SCALE: 1"=100'
	SURVEYED BY: JDM
	DRAWN BY: TMG
	CHECK & CLOSURE BY: TMG
	CAD FILE: 02181110.10-TR2_LT2_ANNEX
	PROJECT NO: 02181110.10

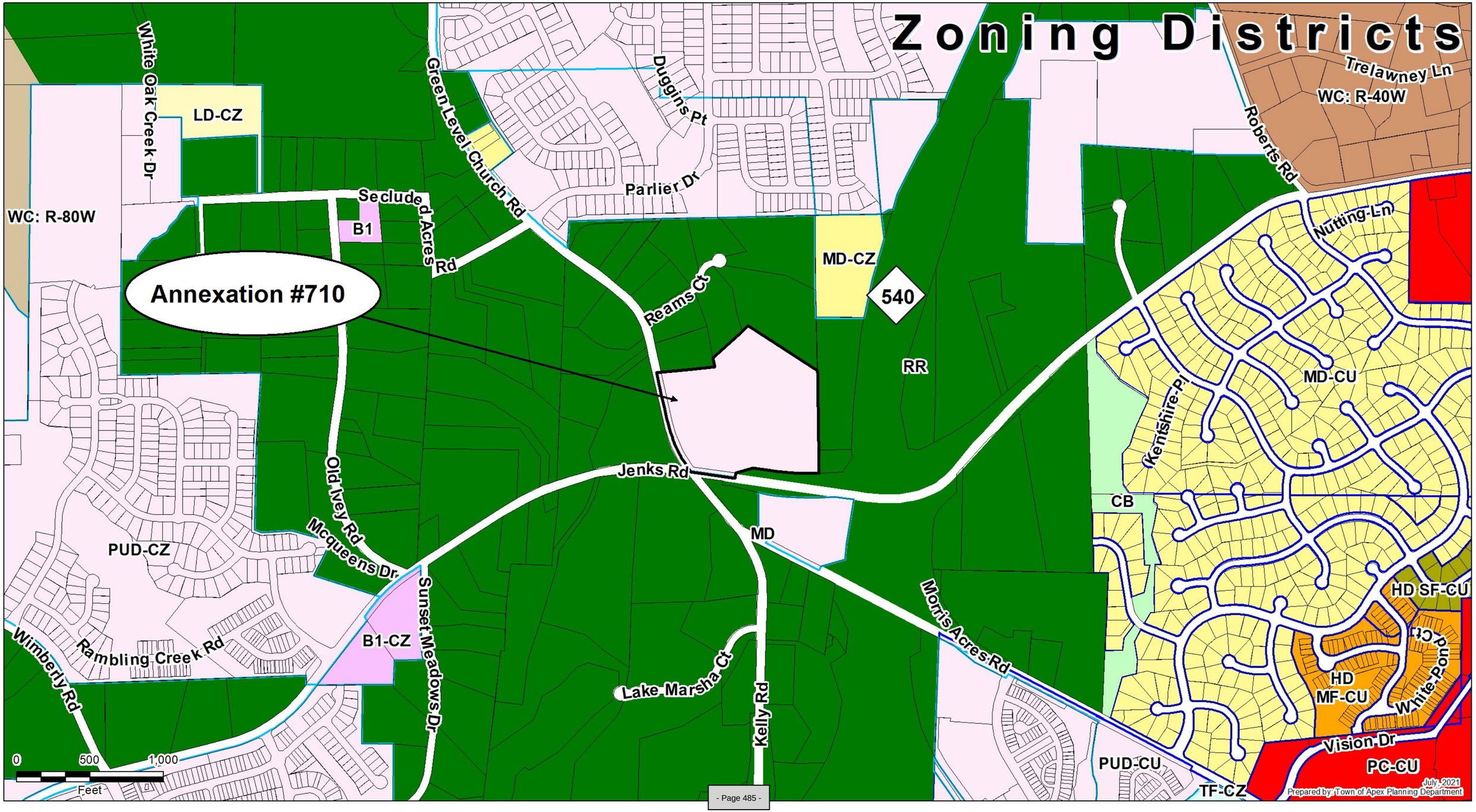
SATELLITE ANNEXATION MAP for the TOWN OF APEX
TRACT 2, LOT 2 - BM 2014, PG. 384-386
7500 GREEN LEVEL CHURCH ROAD, APEX
PROPERTY OF KOBRA, L.L.C.
117 WOODLAND RIDGE DRIVE, FUQUAY-VARINA, NC 27526

WHITE OAK TOWNSHIP	WAKE COUNTY	NORTH CAROLINA
ZONE: PUD-CZ (#20CZ04)	PIN: 0733-10-2211	SHEET 1 OF 1

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832
www.withersravenel.com

Annexation #710
Green Level Church Rd
Reams Ct
NC 540 Hwy SB
NC 540 Hwy NB
540
Jenks Rd
Kelly Rd
Morris Acres Rd
0
250
500
Feet
July , 2021
January 2021 Aerial Photography
Prepared by: Town of Apex Planning Department


Annexation #710
Apex Corporate Limits
Apex ETJ
Wake County Jurisdiction
Apex Corporate Limits
540
Balmoor Trce
Hillman Bnd
Emily Brook Way
Holtwood Way
Spire Bnd
Duggins Pt
Parlier Dr
Brook Pine Trl
NC 540 Hwy SB
NC 540 Hwy NB
White Oak Creek Dr
Secluded Acres Rd
Green Level Church Rd
Reams Ct
Old Kestrel Dr
Trelawney Ln
Roberts Rd
Nutting Ln
Peabody Pl
Dial Dr
Oak Stream Ln
Henniker St
Echo Glen Ln
Colony Woods Dr
Kentshire Pl
Dunwick Ct
Walden Meadow Dr
Walden Creek Dr
Bristers Spring Way
Squaw Walden Ln
Poets Glade Dr
White Pond Ct
Vision Dr
Walden Woods Dr
Flints Pond Cir
Morris Acres Rd
Tunisian Dr
Reedybrook Crsg
Tunstall Grove Dr
Vine Pond Ct
White Oak Pond Rd
Winding Branch Trl
Mcqueens Dr
Old Ivey Rd
Jenks Rd
Kelly Rd
Dominik Ct
Sunset Meadows Dr
Wimberly Rd
Rambling Creek Rd
Lake Marsha Ct
Hutch Ln
Haybeck Ln
RAMP US 64 WB to NC 540 NB
RAMP NC 540 SB to US 64 WB
0
1,000
2,000
Feet
July, 2021
Prepared by: Town of Apex Planning Department


Zoning Districts
Annexation #710
WC: R-80W
White Oak Creek Dr
LD-CZ
Green Level Church Rd
Duggins Pt
Parlier Dr
Secluded Acres Rd
B1
Reams Ct
MD-CZ
540
RR
Roberts Rd
Trelawney Ln
WC: R-40W
Nutting Ln
MD-CU
Kentshire Pl
Jenks Rd
CB
MD
Old Ivey Rd
Mcqueens Dr
PUD-CZ
Sunset Meadows Dr
B1-CZ
Rambling Creek Rd
Wimberly Rd
Lake Marsha Ct
Kelly Rd
Morris Acres Rd
HD SF-CU
White Pond Ct
HD
MF-CU
Vision Dr
PC-CU
PUD-CU
TF-CZ
0
500
1,000
Feet
July, 2021
Prepared by: Town of Apex Planning Department

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to:
Donna Hosch, MMC, NCCMC, Town Clerk
Town of Apex
P.O. Box 250
Apex, NC 27502

ORDINANCE NO. 2021-0810-23
ANNEXATION PETITION NO. #710
KOBRA, LLC (Reams Grove Master Subdivision) 7500 Green Level Church Road

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on August 10, 2021, after due notice by posting to the Town of Apex website, http://www.apexnc.org/news/public-notices-legal-ads; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-58.1, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-58.1, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on August 10, 2021. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, Withers Ravenel, dated June 22, 2021" and recorded in Book of Maps book number 2021 and page number _____, Wake County Registry.

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

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 10th day of August 2021

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

Beginning at an existing iron pipe on the eastern right of way of Green Level Church Road (SR 1600), a common corner with (now or formerly) Arthur H. Laford (DB 6295, Pg. 580), said iron pipe having NC grid, NAD 83 (2011) coordinates of Y(N): 730,468.49 and X(E): 2,030,626.73 and being the true point of beginning for the annexation area herein described:

Thence N84°21'29"E, 369.96 feet along a common line with Laford to an existing iron pipe;

Thence N12°09'14"W, 62.39 feet along a common line with Laford to an existing iron pipe, a common corner with (now or formerly) Robert S. and Lynn S. Craycroft (DB 5018, Pg. 504);

Thence N47°52'48"E, 139.68 feet along a common line with Craycroft to an existing iron pipe;

Thence N47°57'19"E, 128.00 feet along a common line with Craycroft to an existing iron pipe, a common corner with (now or formerly) John and Kristel M. Weldon (DB 16653, Pg. 1598);

Thence N47°16'47"E, 55.55 feet along a common line with Weldon to an existing iron pipe;

Thence S56°40'28"E, 438.88 feet along a common line with Weldon to an existing iron pipe;

Thence S58°25'06"E, 122.64 feet along a common line with Weldon to an existing iron pipe at the base of an 8" gum in the line of (now or formerly) Jainix, LLC (DB 17341, Pg. 1696);

Thence S00°52'14"E, 700.93 feet along a common line with Jainix to an existing iron pipe on the northern right of way of Jenks Road (SR 1601), passing an existing iron pipe marking the boundary between adjoining Jainix properties (DB 17341, Pg. 1696 and DB 17239, Pg. 1509) at 539.35 feet;

Thence along the northern right of way of Jenks Road the following courses and distances:

1 Along the arc of a curve to the right having a radius of 1,920.00 feet, an arc length of 331.36 feet, and a chord bearing and distance of N86°36'58"W, 330.95 feet to an existing iron pipe;

2 N81°40'19"W, 119.30 feet to an existing iron pipe; and

3 S74°05'18"W, 122.94 feet to an existing iron pipe;

thence S08°08'33"W, 30.00 feet to a new mag nail in the centerline of Jenks Road;

Thence N81°51'27"W, 303.85 along the centerline of Jenks Road to a new mag nail in the centerline intersection of Jenks and Green Level Church Roads;

Thence along the centerline of Green Level Church Road the following courses and distances:

1 Along the arc of a curve to the right, having a radius of 900.89 feet, an arc length of 111.75 feet, and a chord bearing and distance of N34°42'19"W, 111.68 feet to a new mag nail;

2 Along the arc of a curve to the right, having a radius of 880.73 feet, an arc length of 252.92 feet and a chord bearing and distance of N21°36'21"W, 252.05 feet to a new mag nail;

3 N13°18'37"W, 196.98 feet to a new mag nail; and

4 N12°02'38"W, 154.60 feet to a new mag nail;

Thence leaving the centerline of Green Level Church Road N77°57'22"E, 30.00 feet to the point and place of beginning, containing 823,040 square feet or 18.894 acres for the annexation area herein described

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2021-0810-23, adopted at a meeting of the Town Council, on the 10th day of August 2021, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 11th day of August 2021.

_____

Donna B. Hosch, MMC, NCCMC
Town Clerk

(SEAL)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 10, 2021

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex Apex Properties & Rentals, LLC and Eura Tunstall properties containing 5.3821 acres located at 1533 and 1537 Old Ivey Road, Annexation #714 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation.

Attachments

- Annexation Ordinance
- Annexation Petition
- Legal Description
- Map

rec'd 5/19/21

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:	714	Submittal Date:	5/19/21
Fee Paid	$ 200	Check #	1001

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Apex Properties & Rentals, LLC Owner Name (Please Print)	0722895121 Property PIN or Deed Book & Page #
704-999-1775 Phone	euracpa@gmail.com E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: _____

Phone: _____ Fax: _____

E-mail Address: _____

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	2.15	~~Need~~ Want water service ~~due to well failure~~	☐
Population of acreage to be annexed:		~~Need~~ Want sewer service ~~due to septic system failure~~	☐
Existing # of housing units:	1	Water service (new construction)	☐
Proposed # of housing units:	1 plus	Sewer service (new construction)	☐
Zoning District*:		Receive Town Services	☑

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 714 Submittal Date: 5/19/21

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Apex Properties + Rentals, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 5th day of May, 2021

Name of Limited Liability Company Apex Properties & Rentals LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Mecklenburg

Sworn and subscribed before me, Debora S. Paules, a Notary Public for the above State and County, this the 5 day of, May, 2021.

_____
Notary Public

SEAL

DEBORA S. PAULES
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
Aug. 19, 2022

My Commission Expires: August 19, 2022

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 714 Submittal Date: 6/21/21

Fee Paid $ 200.00 Check #

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Eura Tunstall
Owner Name (Please Print)

PIN 0722-89-7396
Property PIN or Deed Book & Page #

704-999-1775
Phone

EuraCPA@gmail.com
E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: See attached survey

Phone: Fax:

E-mail Address:

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 3

Population of acreage to be annexed: 2

Existing # of housing units: 1

Proposed # of housing units: 2 - Auxillary apartment

Zoning District*:

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☒

Need sewer service ~~due to septic system failure~~ maybe ☒

Water service (new construction) ☐

Sewer service (new construction) ☐

Receive Town Services ☒

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 714 Submittal Date: 6/21/21

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Eura Elizabeth Tunstall
Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Cabarrus

Sworn and subscribed before me, Jemi H McEachern, a Notary Public for the above State and County, this the 15th day of, June, 2021.

Jemi H McEachern
Notary Public

SEAL

My Commission Expires: 1-23-2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

_____
Notary Public

SEAL

My Commission Expires: _____

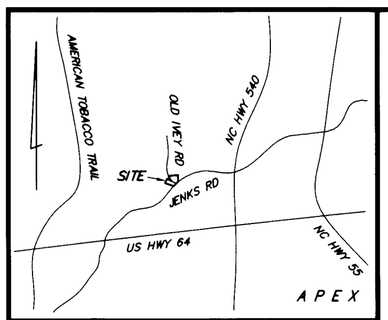
Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at the southeast corner of Lot 23 (B.M. 1973, Pg. 180); thence South 08° 25' 00" West, 410.60 feet to a point; thence South 60° 35' 00" West, 108.50 feet to a point; thence South 55° 34' 25" West, 113.07 feet to a point; thence South 48° 55' 59" West, 83.36 feet to a point; thence North 67° 42' 45" West, 478.14 feet to a point; thence North 31° 09' 25" East, 262.05 feet to a point; thence South 70° 06' 25" East, 20.05 feet to a point; thence South 40° 07' 05" East, 141.48 feet to a point; thence South 55° 17' 10" East, 100.00 feet to a point; thence South 68° 25' 50" East, 261.39 feet to a point; thence North 60° 35' 00" East, 77.59 feet to a point; thence a curve to the right North 42° 24' 56" West, 541.82 feet (chord), 573.00 feet (radius) to a point; thence North 89° 42' 00" East, 480.12 feet to the BEGINNING, containing 5.3821 total acres more or less as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Annexation Map for the Town Of Apex, Eura Elizabeth Tunstall, and Apex Properties & Rentals LLC", dated June 18, 2021.

This description prepared for the sole purpose to annex a municipal boundary and for no other use.

PRELIMINARY



VICINITY MAP (NOT TO SCALE)

ANNEXATION # _____

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted

the _____ day of _____, 2021,

by the Town Council. I set my hand and seal of

the Town of Apex, _____, 2021.

_____
Donna B. Hosch, MMC, NCCMC, Town Clerk

I, STALEY C. SMITH , CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION ~~FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION~~ AS RECORDED IN D.B. N/A, PG. N/A ;
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS RECORDED IN:
DEED BOOK 18063, PAGE 16
DEED BOOK 8545, PAGE 2069
BOOK OF MAPS 1984, PAGE 1520
BOOK OF MAPS 1973, PAGE 180

~~THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: 110,000~~ AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 25TH DAY OF JUNE, 2021.

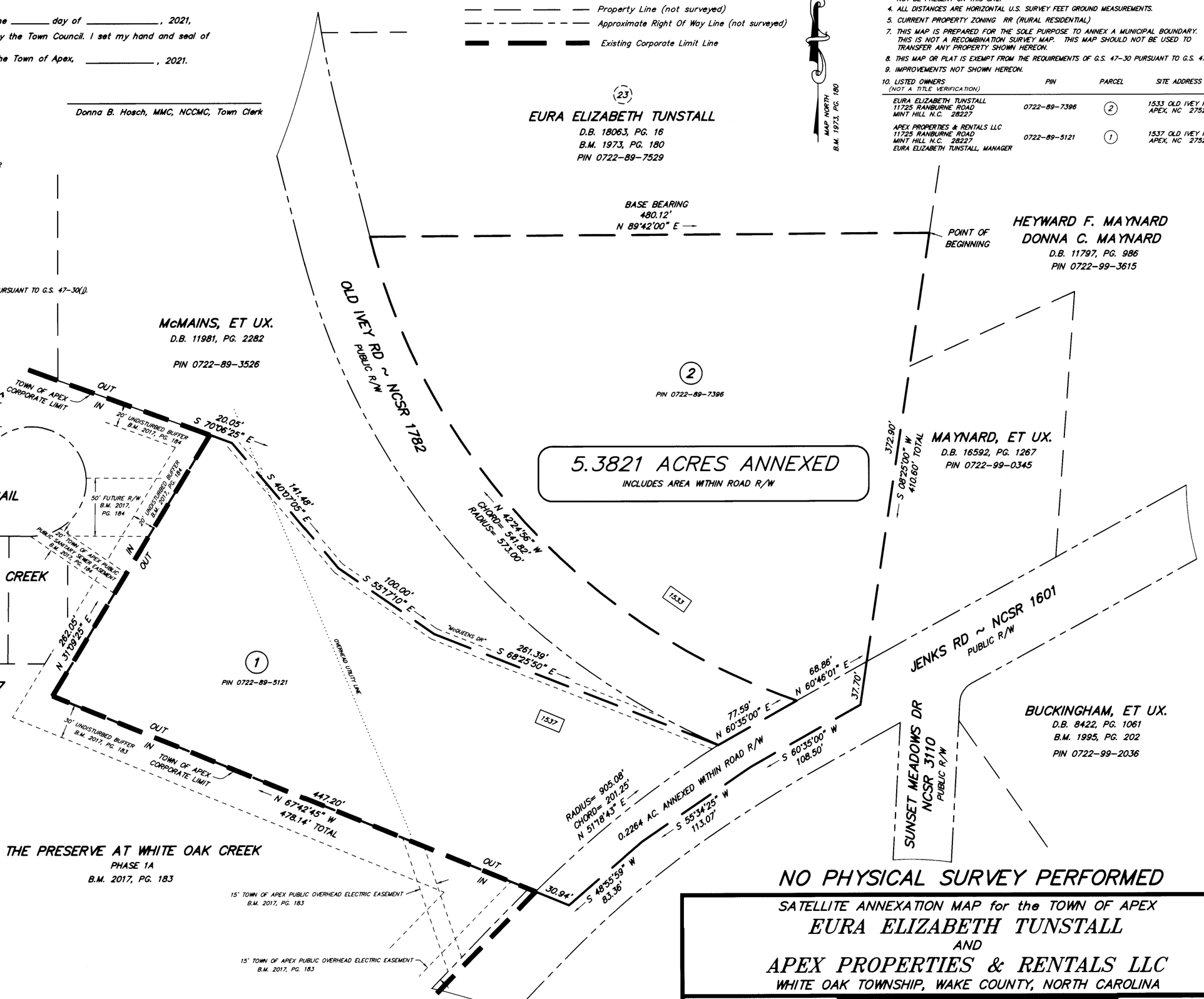
NORTH CAROLINA PROFESSIONAL SEAL L-3766 LAND SURVEYOR STALEY C. SMITH

Staley C. Smith
Professional Land Surveyor
L-3766
License Number

Legend
R/W – – Right Of Way
1533 – – Street Address
Property Line (not surveyed)
Property Line (not surveyed)
Approximate Right Of Way Line (not surveyed)
Existing Corporate Limit Line

SURVEYOR NOTES:
1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SAME.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FEET GROUND MEASUREMENTS.
5. CURRENT PROPERTY ZONING RR (RURAL RESIDENTIAL)
7. THIS MAP IS PREPARED FOR THE SOLE PURPOSE TO ANNEX A MUNICIPAL BOUNDARY. THIS IS NOT A RECOMBINATION SURVEY MAP. THIS MAP SHOULD NOT BE USED TO TRANSFER ANY PROPERTY SHOWN HEREON.
8. THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).
9. IMPROVEMENTS NOT SHOWN HEREON.
10. LISTED OWNERS (NOT A TITLE VERIFICATION)

	PIN	PARCEL	SITE ADDRESS
EURA ELIZABETH TUNSTALL 11725 RANBURNE ROAD MINT HILL N.C. 28227	0722-89-7396	2	1533 OLD IVEY RD APEX, NC 27523
APEX PROPERTIES & RENTALS LLC 11725 RANBURNE ROAD MINT HILL N.C. 28227 EURA ELIZABETH TUNSTALL, MANAGER	0722-89-5121	1	1537 OLD IVEY RD APEX, NC 27523



NO PHYSICAL SURVEY PERFORMED

SATELLITE ANNEXATION MAP for the TOWN OF APEX
EURA ELIZABETH TUNSTALL
AND
APEX PROPERTIES & RENTALS LLC
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

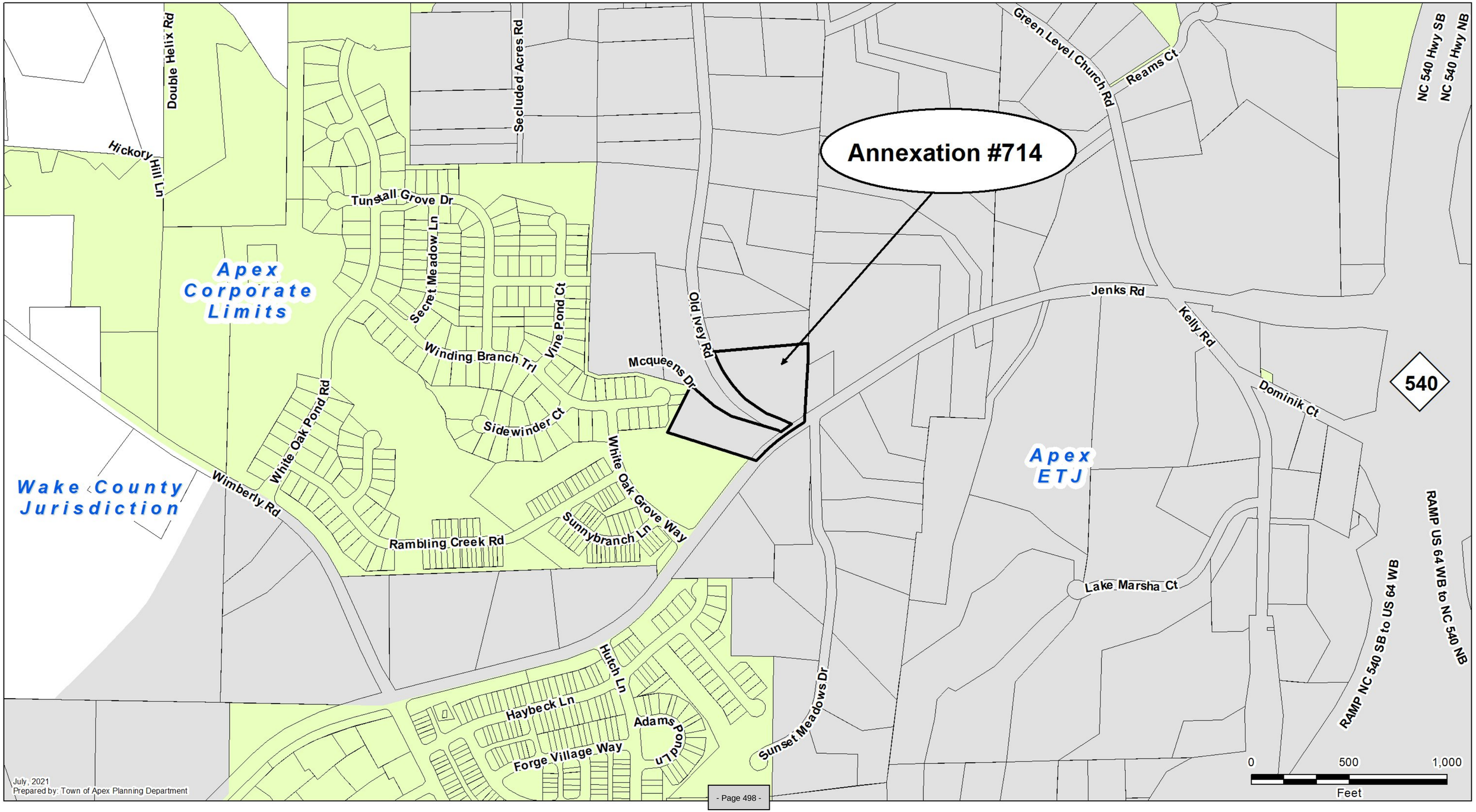
REVISIONS

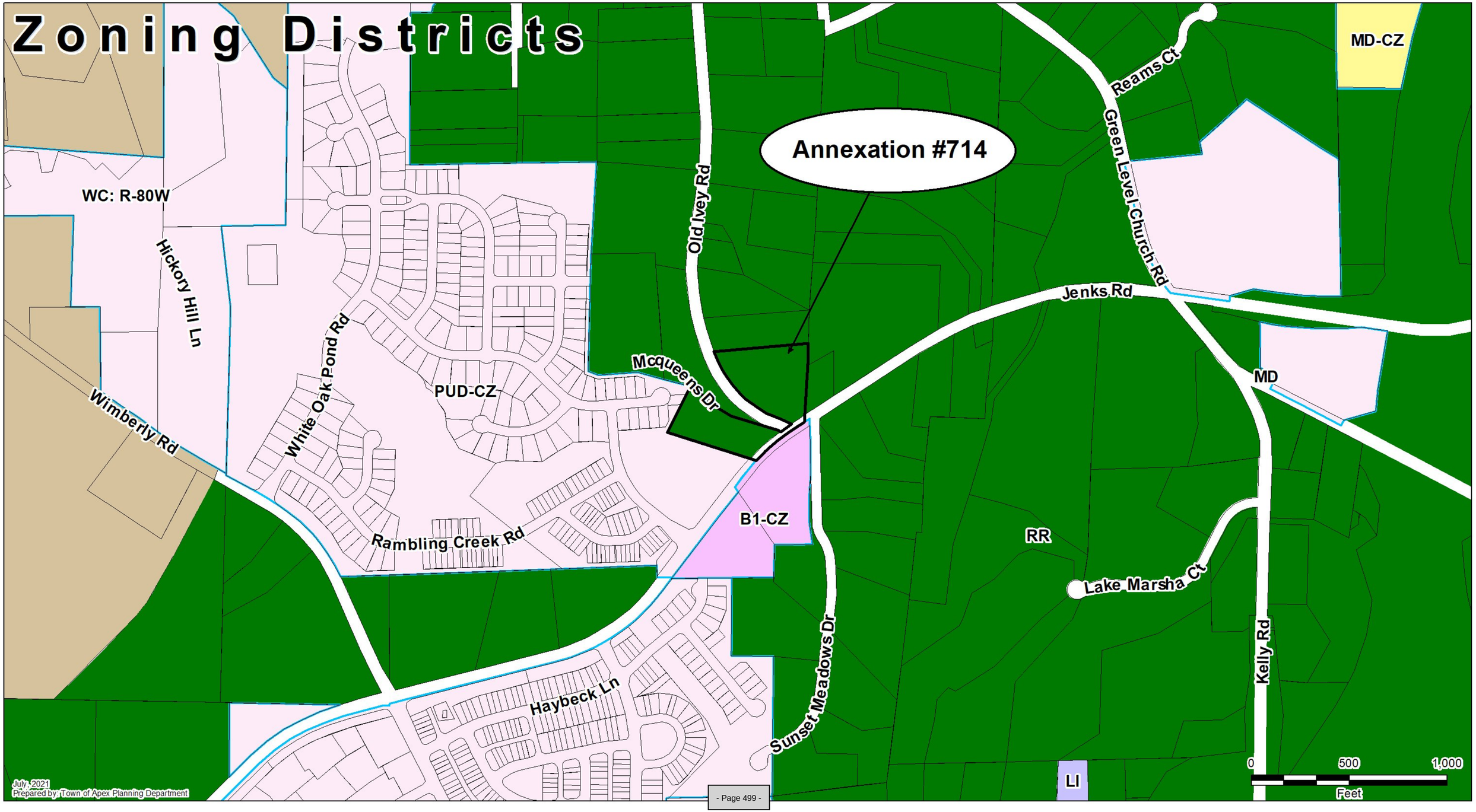
Smith & Smith, Surveyors, P.A.
P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

MAP DATE	JUNE 18, 2021
SCALE	1" = 60'
DRAWN BY	WBH
PROJECT NO.	2021-57

RECORDED IN BOOK OF MAPS 2021 ,PAGE _____.

Annexation #714
Vining Branch Way
Vine Pond Ct
Mcqueens Dr
Winding Branch Trl
The Preserve at White Oak Creek
Sidewinder Ct
Old Ivey Rd
Jenks Rd
Our Estate
Caitlin Pond
Castlereagh North
Sunset Meadows Dr
Lake Marsha
Rambling Creek Rd
White Oak Grove Way
0
250
500
Feet
July 2021
January 2021 Aerial Photography
Prepared by Town of Apex Planning Department


Annexation #714
Apex Corporate Limits
Wake County Jurisdiction
Apex ETJ
Double Helix Rd
Hickory Hill Ln
Secluded Acres Rd
Tunstall Grove Dr
Secret Meadow Ln
Winding Branch Trl
Vine Pond Ct
Mcqueens Dr
Old Ivey Rd
Sidewinder Ct
White Oak Pond Rd
White Oak Grove Way
Wimberly Rd
Rambling Creek Rd
Sunnybranch Ln
Hutch Ln
Haybeck Ln
Adams Pond Ln
Forge Village Way
Sunset Meadows Dr
Green Level Church Rd
Reams Ct
Jenks Rd
Kelly Rd
Dominik Ct
Lake Marsha Ct
NC 540 Hwy SB
NC 540 Hwy NB
RAMP US 64 WB to NC 540 NB
RAMP NC 540 SB to US 64 WB
540
0
500
1,000
Feet
July, 2021
Prepared by: Town of Apex Planning Department


Zoning Districts
Annexation #714
WC: R-80W
Hickory Hill Ln
Wimberly Rd
White Oak Pond Rd
PUD-CZ
Rambling Creek Rd
Haybeck Ln
Old Ivey Rd
Mcqueens Dr
B1-CZ
Sunset Meadows Dr
Green Level Church Rd
Reams Ct
Jenks Rd
MD-CZ
MD
RR
Lake Marsha Ct
Kelly Rd
LI
0
500
1,000
Feet
July 2021
Prepared by Town of Apex Planning Department

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to:
Donna Hosch, MMC, NCCMC, Town Clerk
Town of Apex
P.O. Box 250
Apex, NC 27502

ORDINANCE NO. 2021-0810-24
ANNEXATION PETITION NO. #714
Apex Properties & Rentals, LLC and Eura Tunstall (1533 and 1537 Old Ivey Road)

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on August 10, 2021, after due notice by posting to the Town of Apex website, http://www.apexnc.org/news/public-notices-legal-ads; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on August 10, 2021. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map of the Town of Apex Eura Elizabeth Tunstall and Apex Properties & Rentals LLC, Smith & Smith Surveyors, P.A., dated June 18, 2021" and recorded in Book of Maps book number 2021 and page number _____, Wake County Registry.

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

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 10th day of August 2021.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

Lying and being in White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at the southeast corner of Lot 23 (B.M. 1973, Pg. 180); thence South 08° 25' 00" West, 410.60 feet to a point; thence South 60° 35' 00" West, 108.50 feet to a point; thence South 55° 34' 25" West, 113.07 feet to a point; thence South 48° 55' 59" West, 83.36 feet to a point; thence North 67° 42' 45" West, 478.14 feet to a point; thence North 31° 09' 25" East, 262.05 feet to a point; thence South 70° 06' 25" East, 20.05 feet to a point; thence South 40° 07' 05" East, 141.48 feet to a point; thence South 55° 17' 10" East, 100.00 feet to a point; thence South 68° 25' 50" East, 261.39 feet to a point; thence North 60° 35' 00" East, 77.59 feet to a point; thence a curve to the right North 42° 24' 56" West, 541.82 feet (chord), 573.00 feet (radius) to a point; thence North 89° 42' 00" East, 480.12 feet to the BEGINNING, containing 5.3821 total acres more or less as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Annexation Map for the Town Of Apex, Eura Elizabeth Tunstall, and Apex Properties & Rentals LLC", dated June 18, 2021.

This description prepared for the sole purpose to annex a municipal boundary and for no other use.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2021-0810-24, adopted at a meeting of the Town Council, on the 10th day of August, 2021 the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 11th day of August 2021.

_____

Donna B. Hosch, MMC, NCCMC
Town Clerk

(SEAL)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 10, 2021

Item Details

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

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion regarding amendments to the 2045 Land Use Map in the vicinity of New Hill Holleman Road and Old US 1 Highway.

Approval Recommended?

Planning staff recommends adoption of the proposed amendments.

The Planning Board recommendation from their August 9, 2021 meeting will be presented during the staff presentation portion of the public hearing.

Item Details

The purpose of these amendments is to decrease the intensity of the Town's vision for land uses surrounding New Hill Holleman Road and Old US 1 Highway. The proposed amendments correspond with previously adopted amendments to the Thoroughfare and Collector Street Plan map in the same vicinity.

Attachments

- Staff report

The 2045 Land Use Map (2045 LUM) establishes the Town's long range vision for land use. It is not regulatory, but serves as guidance as the Town considers new development. The 2045 LUM was adopted in February 2019 and last amended on July 27, 2021. The 2045 LUM is available for viewing online at: www.apexnc.org/DocumentCenter/View/478. The Town Council will consider proposed amendments to the 2045 LUM, hear comments from the public, and formulate a decision regarding potential adoption of the amendments.

The proposed amendments are in the vicinity of the New Hill Holleman Road and Old US 1 Highway intersection. The amendments would revise the vision for land use as shown in Figure 1.

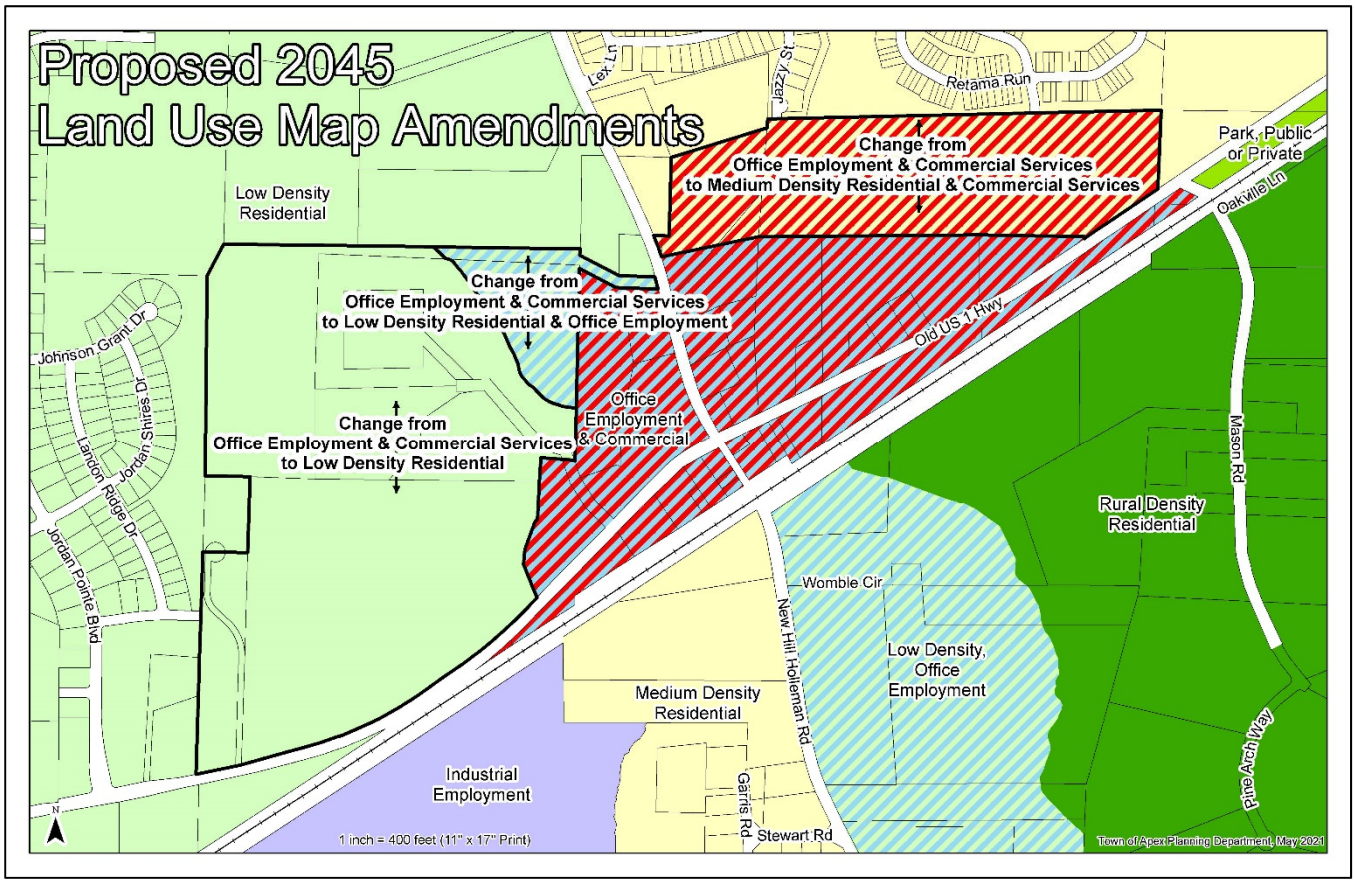


Figure 1. Proposed amendments to the 2045 Land Use Map

This request is associated with previously adopted amendments to the Thoroughfare and Collector Street Plan map in the same vicinity. During their November 17, 2020 meeting, Town Council decided to reverse a previous decision and downgraded plans for New Hill Olive Chapel Road between Old US 1 Highway and Olive Chapel Road from a future four-lane thoroughfare to an existing two-lane rural thoroughfare. During their March 9, 2021 meeting, Town Council amended the Thoroughfare and Collector Street Plan map further to remove a future grade-separated crossing over the railroad along New Hill Holleman Road and to remove a future Local Connection between New Hill Holleman Road and Old US 1 Highway. As part of their deliberations, Town

Council directed staff to consider whether amendments to the 2045 LUM would be recommended in light of the changes to the planned transportation network.

Considering this direction, Planning staff propose the changes as shown in Figure 1. These changes are intended to decrease the overall intensity of development at these crossroads, in anticipation of lower anticipated capacity along the future roadway network. The changes are intended to create a transition between residential land uses depicted on the 2045 LUM and non-residential uses centered on the intersection. To the extent possible, changes in future land use designations also correspond with property lines.

Planning Staff Recommendation:

Planning staff requests that the Planning Board recommend adoption of the proposed amendments to the 2045 LUM to Town Council.

Planning Board Recommendation:

The Planning Board will consider the proposed amendments during their August 9, 2021 meeting. Their recommendation will be shared during the staff presentation.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 10, 2021

Item Details

Presenter(s): Michael Deaton, PE, Water Resources Director

Department(s): Water Resources

Requested Motion

Public Hearing concerning proposed amendments to Chapters 5, 12, and 20 of the Town Code of Ordinances.

Approval Recommended?

Yes

Item Details

Town Code of Ordinance Chapters 5, 12, and 20 need amending to remove all references to the public works director, public works and utilities director, director of public works, and director of public works and utilities, and replace with the appropriate updated titles.

The Town is required to hold a public hearing to receive comments regarding the proposed amendments pursuant to NCGS 160D-601.

Attachments

- Ordinance Amendments

ORDINANCE NO. 2021-0810-25

AN ORDINANCE TO AMEND CHAPTERS 5, 12, and 20 OF THE CODE OF ORDINANCES OF THE TOWN OF APEX

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

Section 1. Sections 5-21, 5-144, 5-156, 5-159, 5-162, 12-20, 12-21, 12-43, 12-44, 12-76, 12-79, 12-82, 12-84, 12-85, 12-100, 12-101, 12-102, 12-103, 12-105, 12-106, 12-107, 12-108, 12-157, 12-158, 12-166, 12-194, 12-195, and 12-207 of the Code of Ordinances of the Town of Apex are hereby amended to change all "director of the public works and utilities department" references to "water resources director"; to change all "public works department" references to "water resources department"; to change all "public works and utilities department" references to "water resources department"; to change all "director of public works and utilities" references to "water resources director"; to change all "public works director" references to "water resources director"; to change all "director of public works" references to "water resources director"; and to change all "public works and utilities director" references to "water resources director."

Section 2. Sections 12-126, 12-127, 12-131, and 20-67 of the Code of Ordinances of the Town of Apex are hereby amended to change all "director of public works and utilities" references to "public works and transportation director" and to change all "public works and utilities department" references to "public works and transportation department."

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any part of this ordinance shall be adjudged invalid, such adjudication shall apply only to such part so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 4. The Town Clerk and/or Manager are hereby authorized to renumber, revise formatting, correct typographical errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 5. Effective Date. This ordinance shall be effective upon adoption.

Introduced by Council Member _____

Seconded by Council Member _____

This the 10th day of August 2021.

Attest:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

TOWN OF APEX, NORTH CAROLINA

_____
Jacques K. Gilbert
Mayor

Approved As To Form:

_____
Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: August, 10, 2021

Item Details

Presenter(s): Craig Setzer, Parks, Recreation and Cultural Resources Director

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Possible motion to approve an ordinance amendment changing opening and closing times for various parks, greenways and shelters.

Approval Recommended?

Yes

Item Details

Per council request the Parks, Recreation and Cultural Resources Department completed a park hours assessment related to opening and closing times for parks, greenways and shelters. The department used several methods to evaluate citizen preferences in relation to hours of operation. Staff conducted a public input survey, held five neighborhood park meetings to identify and address any potential needs that our current hours of operation are not meeting. Staff also gathered hours of operation information from neighboring municipalities to provide a comparative analysis. Upon completion of the assessment, it was determined that expansion of hours in the parks throughout the year would better serve the citizens of Apex. At the July 28th 2021 meeting, the Parks, Recreation and Cultural Resources Advisory Commission unanimously recommended the following proposed hours of operation.

Proposed Park Hours

Facility	Time Frame	Opening/Closing Times	Shelters
ACP	Year Round	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Hunter Street	Year Round	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Jaycee	Year Round	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Kelly Road	Year Round	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Nature/Seymour	Year Round	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Salem Pond	Year Round	6:30am-10pm	
Seagroves Farm Park	Year Round	6:30am-9pm	Shelter rentals 8:00am-8:30pm
Clairmont	Year Round	Sunrise - 9pm	
All other town parks	Year Round	Sunrise - Sunset	
Public Greenways	Year Round	Sunrise to 30 minutes after sunset	

Attachments

- Ordinance Amendment
- PowerPoint Presentation

ORDINANCE NO. 2021-0810-26

AN ORDINANCE TO AMEND SECTION 15-6 OF APEX TOWN CODE

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX AS FOLLOWS:

Section 1. Subsections (a) and (b) of Section 15-6 of the Town of Apex Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as strikethrough text:

Sec. 15-6. Opening and closing town parks; remaining in parks after closing; forfeiture of right to use park.

(a) Parks shall be open to the public daily during the times specified in this section. These times may be extended to accommodate programs offered by the town at the direction of the director of parks, recreation and cultural resources. Provided, however, the director of parks, recreation and cultural resources may close one or more parks or recreational facilities temporarily at any time if in the director's judgment a sufficient reason exists on account of severe weather or other emergency that would endanger persons using these facilities.

(1) ***Apex Community Park,*** *Apex Jaycee Park****,*** *~~and~~ Hunter Street Park****, Kelly Road Park, Salem Pond Park, Nature Park and Seymour Athletic Fields****:*

~~March through October – 7:00~~ **6:30 a.m.** until 10:00 p.m.

~~November through February – 7:00 a.m. until 8:00 p.m.~~

Provided, however, the Rogers Family Skate Plaza located within the Hunter Street Park shall be open ~~year round,~~ 24 hours a day. These extended hours shall apply exclusively to the Rogers Family Skate Plaza and no other areas of Hunter Street Park. **Also provided that Apex Community Park shall be open for purposes of public boating pursuant to subsection 15-7(l) and fishing pursuant to subsection 15-7(q) on the pond therein from 6:30 a.m. until sunset, as defined by the National Weather Service, unless otherwise ordered by the director of parks, recreation and cultural resources.**

(2) *~~Kelly Road~~* ***Clairmont*** *Park:*

Sunrise until 9:00 p.m. ~~March through October – 7:00 a.m. until 10:00 p.m.~~

~~November through February – 7:00 a.m. until 8:00 p.m.~~

~~(3)~~ ~~*Apex Community Park:*~~

~~March through October—6:30 a.m. until 10:00 p.m.~~

~~November through February—6:30 a.m. until 8:00 p.m.~~

~~Provided, however, that Apex Community Park shall be open for purposes of public boating pursuant to subsection 15-7(l) and fishing pursuant to subsection 15-7(q) on the pond therein from 6:30 a.m. until sunset, as defined by the National Weather Service, unless otherwise ordered by the director of parks, recreation and cultural resources.~~

(4**3**) ~~*West Street Park, Sue Helton Park, Kelly Glen Park and*~~ *Seagrove's Farm Park:*

~~March through October—7:00~~ **6:30** a.m. until ~~8:00~~ **9:00** p.m.

~~November through February—7:00 a.m. until 6:00 p.m.~~

(~~5~~**4**) ***West Street Park, Sue Helton Park, Kelly Glen Park, and all other town parks not listed above:*** ~~*Nature Park and Seymour Athletic Fields:*~~

Sunrise until Sunset ~~March through October—6:30 a.m. until 10:00 p.m.~~

~~November through February—6:30 a.m. until 8:00 p.m.~~

~~(6) *Clairmont Park.*~~

~~March through October—7:00 a.m. until 9:00 p.m.~~

~~November through February—7:00 a.m. until 8:00 p.m.~~

(b) All public greenways shall be open from sunrise to 30 minutes after sunset, as defined by the National Weather Service, except when closed by the town due to emergency, maintenance or other reasons deemed to appropriate to maintain the safety and security of users. ~~The only exception to this shall be that the greenway located at Apex Community Park shall be open from 6:30 a.m. until 30 minutes after sunset as defined by the National Weather Service consistent with the parks operating hours defined under this section.~~

Section 2. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

Section 3. Severability, Conflict of Laws. If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of

this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective upon adoption.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the 10th day of August, 2021.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

APEX
NORTH CAROLINA

Apex Parks, Recreation & Cultural Resources – Park Hours Assessment

August 10, 2021

Needs for Assessment

- Hours last assessed in Master Plan Update 2013-2014
- Population increase **59%** from 2014 (43,907) - 2021 (69,655)
- Request for expanded hours
  - Additional athletic court lighting
  - General park usage

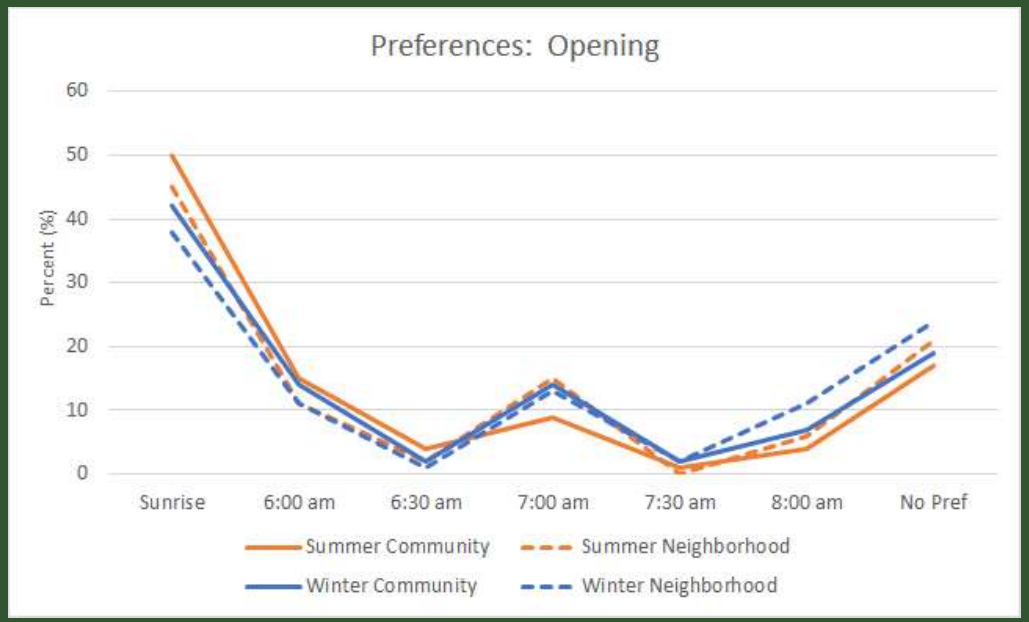
APEX NORTH CAROLINA

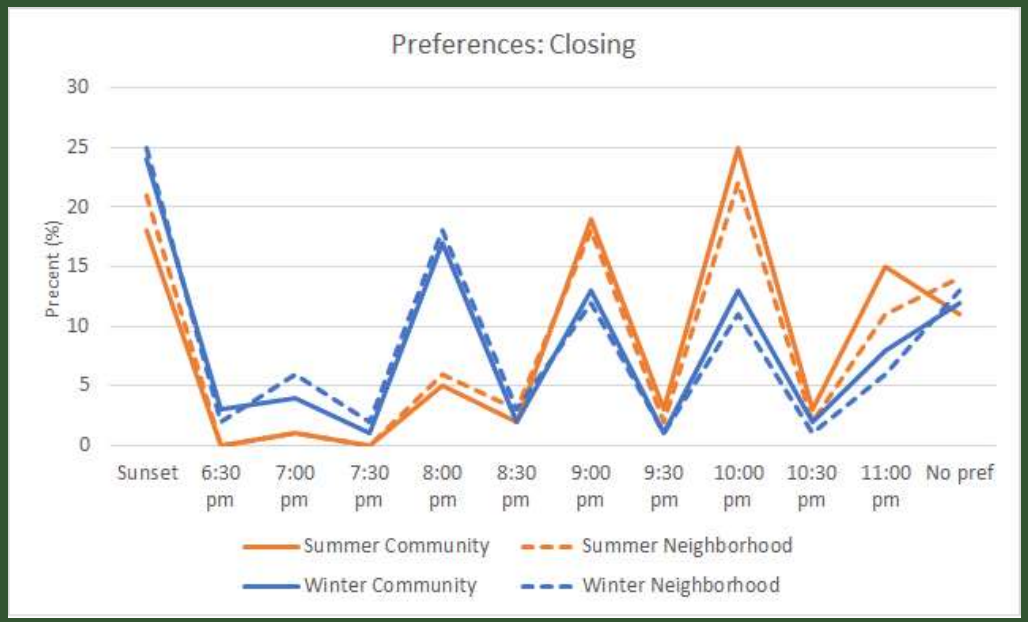
Assessment Areas

- Public input survey
- Neighborhood park meetings
- Surrounding municipality research

APEX
NORTH CAROLINA

Public Input Survey - 600 Participants





Neighborhood Park Meetings

Park Locations

- Clairmont
- Kelly Glen
- Sue Helton
- Seagroves Farm
- West Street

Feedback

- Additional amenities
- Security concerns
- Hours signage enforcement
- Scheduled group usage
- Parking concerns

Surrounding Municipalities

- Cary
- Durham
- Garner
- Knightdale
- Mooresville
- Wake County Parks
- Wake Forest

- Sunrise – Sunset
- Lighted athletic facilities have longer hours
- Lighted areas where visitors are participating in an approved extended use activity have longer hours

Proposed Park Hours

Facility	Time Period	Current	Proposed	Shelters
ACP	March - October	6:30am-10pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Hunter Street	March - October	7am-10pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Jaycee	March - October	7am-10pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Kelly Road	March - October	7am-10pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Nature/Seymour	March - October	6:30am-10pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Salem Pond	March - October	7am-10pm	6:30am-10pm	
Seagroves Farm Park	March - October	7am-8pm	6:30am-9pm	Shelter rentals 8:00am-8:30pm
Clairmont	March - October	7am-9pm	Sunrise - 9pm	
All other town parks	March - October	7am-8pm	Sunrise - Sunset	
Public Greenways	Year Round	Sunrise to 30 minutes after sunset	Sunrise to 30 minutes after sunset	
ACP	November-February	6:30am-8pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Hunter Street	November-February	7am-8pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Jaycee	November-February	7am-8pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Kelly Road	November-February	7am-8pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Nature/Seymour	November-February	6:30am-8pm	6:30am-10pm	Shelter rentals 8:00am-9:30pm
Salem Pond	November-February	7am-8pm	6:30am-10pm	
Seagroves Farm Park	November-February	7am-6pm	6:30am-9pm	Shelter rentals 8:00am-8:30pm
Clairmont	November-February	7am-6pm	Sunrise - 9pm	
All other town parks	November-February	7am-6pm	Sunrise - Sunset	
Public Greenways	Year Round	Sunrise to 30 minutes after sunset	Sunrise to 30 minutes after sunset	

APEX
NORTH CAROLINA

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 10, 2021

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(6) to discuss a personnel matter.

Approval Recommended?

n/a

Item Details

Attachments

- none