

WAKE COUNTY, NC 18
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/15/2020 10:49:11

BOOK:018130 PAGE:00613 - 00659

Instrument Prepared By Roger W. Knight
Brief Description for Index: Flowers Place UAA
Parcel Identification Number: 1754515410
Parcel Identifier: BM:1988 Page: 1383

Mail After Recording to: Chris Hills
Director of Development Services
Town of Knightdale
950 Steeple Square Ct.
Knightdale, NC 27545

STATE OF NORTH CAROLINA
WAKE COUNTY

**FLOWERS PLACE SUBDIVISION
UTILITY ALLOCATION AGREEMENT**

THIS UTILITY ALLOCATION AGREEMENT (the "Agreement") is made effective as of the 20th day of August 2020 by and between the TOWN OF KNIGHTDALE, a municipal corporation existing under the laws of the State of North Carolina ("Town"), and HABITAT FOR HUMANITY OF WAKE COUNTY, INC. ("Owner"), a North Carolina corporation.

WITNESSETH:

WHEREAS, Owner possesses legal title to real property (PIN 1754515410) consisting of 2.29 acres, more or less, within the planning jurisdiction of the Town, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Developer is the owner of the Property;

WHEREAS, Owner warrants that all parties having an interest in the Property have executed this Agreement except for those specifically set out on Exhibit A, that the Property is free and clear of encumbrances except for those specifically set out on Exhibit A, and that Developer shall warrant and defend the Property against the claims of all persons whomsoever;

WHEREAS, Owner, by executing this Agreement, assumes all affirmative obligations to develop the Property and consents to develop the Property in accordance with the terms of this Agreement;

WHEREAS, the terms of this Agreement imposing obligations on the Owner shall be effective upon signing of this Agreement;

WHEREAS, Owner has received Town approval of a Master Subdivision Plan, with case number ZMA-9-19 (a copy of which is attached hereto as Exhibit B), authorizing development of the Property as a detached single-family residential subdivision, which shall include residential uses and ancillary public and private facilities including streets, sidewalks, water and sewer lines, storm drainage improvements, and certain active and passive recreation facilities (collectively the "Project"), all to be developed pursuant to the terms of this Agreement;

WHEREAS, the Master Subdivision Plan proposes a residential subdivision of not more than 17 residential dwelling units compliant with all Town ordinances and development standards, to be built within one phase, and Town has agreed to allocate utilities for the development.

WHEREAS, Owner has committed to Property enhancements as shown on the Master Subdivision Plan and as described in this Agreement in order to satisfy the Town's Water Allocation Policy and to supplement the tax base of the Town and contribute to the quality of life of current and future Town residents.

NOW, THEREFORE, in consideration of Owner's development of the Property in accordance with the terms hereof and Town's allocation of water and wastewater capacity as described herein for the same, and other mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Whenever used in this agreement, the following terms shall have the definitions indicated hereinafter in this Section 1. Other terms may be defined elsewhere in this agreement.

A. "Infrastructure" shall mean all public and private infrastructure necessary to serve the Property including, but not limited to, police and fire protection facilities, water mains, valves, fittings, fire hydrants, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, manholes, laterals, streets, curbs, gutters, sidewalks, greenways, bikeways, transit facilities, park and recreation facilities, storm drainage facilities, and stormwater retention facilities. Infrastructure to be located within or abutting the Property shall be referred to as "Onsite" and is also referred to herein as "Community Amenities." Other Infrastructure serving the

Property shall be referred to as "Off-site." Infrastructure shall either be owned by Town or other government entity (Public Infrastructure) or by Developer or the property owners association for the Project or a subassociation thereof, if applicable (each an "Owners Association") (Private Infrastructure).

B. "Master Subdivision Plan " shall mean the approved plans for the Project (Site Plan, Subdivision Plan, Planned Unit Development or other approval required by the Town's Unified Development Ordinance, however termed), and all subsequent modifications, amendments and extensions, construction drawings, and specifications that may hereafter be made a part thereof, but all of which will be contained in the Town Development Services Department's file for this project.

C. "Standard Specifications" shall mean all applicable legal requirements pertaining to the development of the Property including, but not limited to, Master Subdivision Plan, applicable permits, and construction drawings required for all Infrastructure, including, without limitation, the Town's Unified Development Ordinance, Knightdale's Water Allocation Policy (Ordinance # 13-06-19-001 and Ordinance # 16-09-06-001) and Standard Specifications and Construction Details Manual. The failure of this Agreement to describe any other permit, condition, or term of restriction applicable to the Property does not relieve Owner of the necessity of complying with the same.

D. "Owners Association" shall mean a nonprofit association incorporated under North Carolina law by Developers. The Owners Association shall among other things have primary enforcement responsibility for subdivision restrictive covenants within the residential portion of the Project and for maintenance of Onsite Private Infrastructure provided by Owner. All future property owners within the residential portions of the Project shall be members of the Owner's Association or a subassociation thereof.

Section 2. Town Approval of Development Covenants, Etc. Town's reasonable legal expenses associated with the Town Attorney's review and approval of this Agreement, any Articles of Incorporation, Declaration of Covenants, and Bylaws for any Owners Association created, all deeds, easements, documents, plans or covenants related to the Property that affect Town's ability to enforce any part of this Agreement, shall be reimbursed to Town by Owner in a timely manner. Any requested approval or review by the Town Attorney shall not be unreasonably delayed or withheld, and legal expenses allocated to the Developer, and/or by Town shall not exceed fees charged for like services in the Research Triangle, North Carolina market area. Notwithstanding the foregoing or any other language in this Agreement, the Town Attorney shall represent only Town and his duties shall run to Town as his sole client.

Section 3. Owner Filings.

A. Annexation & Phasing. Owner acknowledges Project is currently within the Corporate Limits of the Town and no further petition is required. Developer acknowledges that Project will be developed within one phase and in accordance with the Phasing Schedule set forth on Exhibit C.

B. Master Subdivision Plan Approval Schedule. Owner has received Town approval of a Master Subdivision Plan, with case number ZMA-9-19 and Ordinance # 20-02-19-003, and subsequent extensions of vested rights. Owner intends to develop the Project, submitting a subdivision site plan for approval by Town for the Project. Owner will construct the Project in accordance with the approved Master Subdivision Plan. At the time of approval of a subdivision site plan, the

subdivision site plan shall be deemed to be a "Site Specific Development Plan" pursuant to Section 15.18 of the Unified Development Ordinance of Town entitled to the Vested Rights set forth in such ordinance. Town shall not unreasonably deny a submitted subdivision site plan that substantially conforms to the approved Master Subdivision Plan and Standard Specifications. Without limiting the generality of the foregoing, Owner expressly acknowledges that Town determination as to whether Infrastructure required to be provided by Owner is sufficient to meet the requirements of any subdivision site plan, the applicable calculation shall be made based on the approved Master Subdivision Plan for the Project as a whole. However, the amount of improved open space dedicated or proposed to be dedicated by each subdivision site plan shall equal or exceed the amount of open space required to be dedicated under the terms of the UDO, taking into account the previously dedicated open space submitted for site subdivision plan approval.

Section 4. Infrastructure to be Provided by Owner. Except as set forth in this Agreement, Owner shall design, construct and install at its expense all required Infrastructure in accordance with the design criteria set forth in the Standard Specifications.

A. Procedure. The plans for Infrastructure shall be prepared by a licensed engineer employed by Owner and approved by Town, with such approval not to be unreasonably withheld. Owner shall obtain, at its expense, all required permits and approvals from all governmental agencies prior to commencing construction of the Infrastructure. Town agrees to cooperate with and reasonably assist Owner in its efforts to obtain necessary permits, approvals, or licenses from other governmental entities necessary or beneficial for the development of the Property in accordance with this Agreement and as otherwise approved by Town.

B. As-Built Drawings. Owner shall provide Town a complete set of as-built drawings showing all the Infrastructure, if any, and any easements as located by a North Carolina licensed surveyor and certified by Owner's engineer of record. The as-built drawings shall be submitted prior to the acceptance of public infrastructure for maintenance and shall be submitted in a digital format compatible with the Town's GIS system and approved by the Town Manager.

C. Contracts for Public Infrastructure. Owner will ensure that all contracts for engineering, design, construction, and/or construction management for Public Infrastructure include specific language that provides (1) that the contract does not limit any warranties provided under operation of statute or common law concerning the engineering, design, construction, adequacy, or performance of the Improvements; (2) the contract does not limit or shorten any statute of limitations provided by law regarding claims concerning the engineering, design, construction, adequacy, or performance of the Improvements; (3) the Town is named a third-party beneficiary of the contract for the purpose of making any claims regarding the engineering, design, construction, adequacy, or time of installation of the Improvements; and (4) all warranties available to the Owner under the contract are, in addition to, available and assignable to the Town. Owner shall provide or acquire all easements and/or right-of-way necessary for all Infrastructure.

D. City of Raleigh and State of North Carolina Approval of Utility Plans. Sanitary sewer lines and water distribution infrastructure to serve the Project shall be constructed at Owner's sole expense in accordance with plans approved by the State of North Carolina, City of Raleigh and Town. Town shall facilitate any discussions required with the City of Raleigh or State of North Carolina with respect to the Sewer and Water Infrastructure.

E. Public Road Improvements. The public right-of-way dedication and street improvements required of Owner related to Flowers Place development shall be governed by this Section 4.E and, where applicable, the requirements of the North Carolina Department of Transportation, the approved Master Plan and Standard Specifications.

1. Flowers Street. Owner shall install asphalt pavement, curb and gutter, on street parking, and a five feet (5') wide sidewalk across the entire Property frontage on Flowers Street.

2. Kelley Meadows Road. Owner shall install a five feet (5') wide sidewalk on the east and west sides of Kelley Meadows Road, along the Property frontage.

3. Owner shall provide a top lift treatment to all new street sections and to existing street sections that are impacted by development, including street cuts for installing infrastructure. Top lift treatment shall extend to the areas designated in Exhibit C.

F. Easements. The parties acknowledge that the installation of the public infrastructure may require Owner to acquire certain easements or rights-of-way located outside the Property (the "Off-site Easements") or North Carolina Department of Transportation (NCDOT) Right-of-Way Encroachment Agreements. Developer shall acquire the Off-site Easements at its sole cost and expense; provided that if, after reasonable efforts, Owner is not able to acquire one or more of the Off-site Easements or rights-of-way, Owner may, at its discretion and by written notice to the Town, request the Town to acquire those Off-site Easements or rights-of-way through its exercise of eminent domain or similar proceedings. The request shall describe the easement or right-of-way needed and include copies of offers or other evidence of unsuccessful acquisition efforts. After notice to the affected property owner and upon finding that the easement or right-of-way is needed by the Town or other public authority for the limited purpose of extension of street, water, sewer or other public facilities, the Town may exercise its power of eminent domain to acquire the same. All expenses incurred by the Town, including the purchase price or court-awarded compensation, appraisal fees, attorneys' fees and court costs, shall be reimbursed by Owner on demand. The Off-site Easements and NCDOT Encroachment Agreements acquired by Owner shall be in a form reasonably acceptable to the Town and shall, in any event, be dedicated to the Town or another public agency designated by Town.

1. Easement for Stormwater Pond. As part of the approved Master Subdivision Plan, Town agreed to grant an easement to Owner on the parcel identified by Wake County Parcel Identification Number 1754-51-1400 for the use of a stormwater pond to serve the Property. In accordance with NCGS Section 160A-278, municipalities are permitted to lease land upon such terms and conditions as it deems wise to any person, firm or corporation who will use the land to construct housing for the benefit of persons of low income, or moderate income, or low and moderate income. Conveying an interest in the property by granting an easement is also included in this provision. Easement shall be maintained by Owner or transferred to an Owners Association, who shall be responsible for its maintenance. (add plat reference). The stormwater easement is identified on the plat recorded in and on Book of Maps 2020, Page 01078, Wake County Registry.

Section 5. Single-Family Dwelling Construction Standards. Dwellings constructed on the Property shall comply with those standards set forth on Exhibit D.

Section 6. Community Design Exceptions. Owner hereby agrees that the following

zoning conditions were granted by the approved Master Subdivision Plan:

A. All lots will be 30 feet in width, rear loaded on a private alley, and served by driveways that are a minimum length of 20 ft. rather than the UDO requirement of 35 ft.

B. The 20 foot Type B landscape buffer yard required between the proposed subdivision and existing Wil-Ros Meadows subdivision to the north will be reduced accordingly: the buffer will be reduced to a width of 5 ft. along Lot 1 and the alley; and to a width of 10 ft. along the proposed playground area. A 6 ft. wood privacy fence along with vegetation will be provided for the reduced buffer areas. The applicant will provide the full 20 ft. Type B buffer along the remainder of the shared northern property line.

C. The applicant will provide an uncovered Cluster Mailbox Unit (CBU) instead of a CBU covered by a shelter as required by UDO Ch. 4.7.E.

Section 7. Community Amenities: On-Site Recreational Amenities to be Provided by Owner. Owner acknowledges that Town requires on-site amenities for the residents of the Project for the following reasons, among others: (i) the size, scope, and location of the Project; (ii) to ensure a suitable tax base to support the increase in municipal services as a result of the Project; and (iii) to increase the desirability of the Property for residents and potential residents of Town. All onsite recreational amenities shall be provided at the expense of Owner. Owner's proposed amenities shall include at a minimum the following, which shall be deemed Private Infrastructure unless designated otherwise below:

A. Approximately 16,756 square feet of active and passive open space, consisting of playground equipment, corn hole game area, benches, picnic tables, grills, and natural areas in substantially the locations shown on the Master Subdivision Plan.

B. All Onsite Amenities will be owned and maintained by Owner or transferred to an Owners Association, who shall be responsible for its maintenance. Owner shall be responsible for establishing the Owners Association in such a way that the Owners Association has the necessary authority and resources to maintain the Onsite Amenities. If Owner or any successor in interest desires to materially change, substitute, and/or remove any community amenity included in an approved Master Subdivision Plan and/or Site Plan, Town first must consent in writing to such change or removal, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 8. Reimbursements. Any reimbursements or credits available to the Owner hereunder for costs related to providing Infrastructure will be provided in accordance with Town and/or City of Raleigh policies in effect at the time of completion of such Infrastructure. Town makes no representation, expressed or implied, that any reimbursement or credit will be available to or applied for Owner's benefit.

Section 9. Water and Sewer Capacity Reservation, Allocation & Fees.

A. Upon Subdivision Plan approval, water and sewer allocation from the Town shall be reserved in an amount appropriate to serve 17 residential dwellings. Such reserved capacity from the Town shall be allocated to new development on the Property once Owner's Master

Subdivision Plan/Site Plan approved and recorded.

B. Subject to denial of approval from another superior governmental agency, the timely performance by Owner of its obligations set forth described in Section 8 of this Agreement, Town shall maintain the water and sewer allocation available for the Property in accordance with time periods established in the approved Schedule. The Town Development Services Department shall maintain a public list of all assigned flows and the Town's available capacity for allocation of water and sewer.

C. The amount of flow assigned for a development shall be the average flow requirement for the type of development as determined by Town and/or the City of Raleigh sufficient to support the development approved, which is currently 250 gallons per day per unit

D. Owner and Town acknowledge that the Master Subdivision Plan was submitted under the Town's Water Allocation Policy (Ordinance # 13-06-19-001) then in effect, which required a project be awarded at least 50 total points to merit water allocation. Owner and Town also acknowledge that the Town's Water Allocation Policy (Ordinance # 13-06-19-001) now in effect awards a major subdivision 15 base points and requires a project be awarded at least 50 total points to merit water allocation. Owner acknowledges that the Town has the authority to approve water allocation through a utility allocation agreement even if a project does not achieve the minimum of 50 total points. Operating under the current Water Allocation Policy, Owner acknowledges that it receives 15 base points for a single-family subdivision, and Owner acknowledges that it must achieve at least 35 bonus points. Town acknowledges that Owner achieves the minimum 35 bonus points through the provision of those project enhancements indicated on Exhibit E. The project enhancements as listed on Exhibit E shall not be changed unless approved by Town Council.

Section 10. Force Majeure. The parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond the control of the party claiming force majeure, including acts of the United States of America, acts of the State of North Carolina (including the denial of or delay in granting permits that Owner or Town has, respectively, pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots, or acts of terrorism provided, the party claiming such force majeure (i) shall notify in writing the other party promptly upon becoming aware that the performance of any duty or obligation required under this Agreement will be delayed or prevented by a force majeure and (ii) shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance and to complete performance in as timely a manner as possible. Notwithstanding the foregoing, the Town's provision of municipal services, including water and sewer, to the Property is conditioned upon Owner's timely performance of its obligations hereunder.

Section 11. Indemnification of Town.

A. As used in this Section, "Charges" means claims, lawsuits, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included within "Charges" are (1) interest; (2) reasonable attorney's fees; and (3) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders, including any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement). In this Indemnification, "Town" includes Town and its officers, officials,

employees, independent contractors, and agents, but shall not be construed to include Owner.

B. Indemnification. To the maximum extent allowed by law, Owner shall defend, indemnify, and save harmless Town from and against all claims for loss of life, personal injury and property damage, as well as Charges that arise in connection with this Agreement or as a result of negligent or willful acts or omissions of Owner or Owner's contractors or subcontractors or anyone directly or indirectly employed by or contracting with any of them or anyone for whose acts any of them may be liable in accordance with this Section. In performing its duties under this Section, Owner shall, at its sole expense, defend all claims with legal counsel selected by the Town and reasonably acceptable to Owner.

C. Other Provisions Separate. Nothing in this Section shall affect any warranties in favor of Town that are otherwise provided in or arise out of this Agreement. This Section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.

D. Survival. With respect to Indemnification for which Owner is responsible pursuant to Section 9(B), which are caused by third-parties (*i.e.*, by parties other than Town), this Section shall remain valid despite termination of this Agreement (whether by expiration of the term or otherwise) for one (1) year after expiration of the applicable statute of limitations (and for the duration of any claims brought within the time period specified above) for such third-party claims. This Section shall automatically terminate after four (4) years following the termination of this Agreement (whether by expiration of the term or otherwise) with respect to all other Charges

E. Limitations of Owner's Obligation. Subsections "A" and "B" above shall not require Developer to indemnify or hold harmless Town against liability for Charges resulting from the gross negligence or willful act or omission of Town.

Section 12. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by Town and the person or position that may give consent is not identified, the authority to give such approvals shall be deemed to be with the Town Manager or his designee and Owner may rely on such authority and approvals to no detriment of their own. approval required by this Agreement shall not be effective unless given in writing. Unless provided otherwise herein, the written approvals or consents required by Town shall not be unreasonably withheld, conditioned, or delayed.

Section 13. No Waiver of Governmental Authority or Discretion. Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Knightdale Town Council in a manner not permitted by law. Town shall incur no liability to the Owner for any losses or damages it may incur as result of or in connection with Town's exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding the same.

Section 14. Miscellaneous.

A. Choice of Law and Forum. This Agreement shall be deemed made in Wake County, North Carolina. This Agreement shall be governed by and construed in accordance with

the laws of North Carolina. Except for any cause of action for which a federal court has exclusive jurisdiction, the exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

B. Waiver. No action or failure to act by either party shall be deemed to constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

C. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the unenforceable provisions shall be severed from the remainder of this Agreement, which shall remain enforceable in accordance with its terms, and the severed provision shall be deemed to be replaced with an amended provision that is as near to achieving the intent of the parties hereto as the severed but is not unenforceable.

D. No Third-Party Rights Created. This Agreement is intended for the benefit of Town and Owner and their successors and assigns as permitted under this Agreement and not for any other person, and no such persons shall enjoy any right, benefit, or entitlement under this Agreement

E. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) the singular includes the plural and the plural, the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "includes," and "including" are to be read as if they were followed by either the phrase "without limitation" or "but not limited to." (2) References to a "Section" or "section" shall mean a section of this Agreement. (3) "Contract and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day. (9) Attorneys for all parties have participated in the drafting of this document, and no future interpretation shall favor or disfavor one party over another on account of authorship. (10) All exhibits, attachments, or documents attached to this Agreement or referred to in this Agreement are incorporated by reference into this Agreement as if fully set forth herein.

F. Covenant of Good Faith and Fair Dealing. The Town and Owner shall cooperate and act in good faith to perform their obligations under this Agreement and shall refrain from any action inconsistent with their contractual rights or obligations that would prejudice or injure the other party's rights to receive the benefits of this Agreement.

G. Consideration. The parties hereto agree that this Agreement is mutually beneficial

in that it provides for orderly urban growth and systematic extension of municipal improvements while at the same time saving a substantial amount of money for the development by relieving it of certain infrastructure expenses for which it would otherwise have been obligated. The major subdivision, single-family dwelling construction standards and the project enhancements required pursuant to the Town's Water Allocation Policy (Ordinance # 16-09-06-001) are considered by the parties to be the minimum additions to the Town's corporate tax basis sufficient to enable the Town to finance the provision of municipal services to the Property. The parties acknowledge that these mutual benefits are sufficient to constitute good and valuable consideration in support of this contractual agreement.

H. Construction of Agreement. This Agreement supersedes and replaces all prior understandings and agreements *between* Town, Owner in their entirety with respect to the subject matter hereof. In the event of a conflict or inconsistency between this Agreement and any currently existing agreement between Town and Owner the provisions of this Agreement shall control. In the event of a conflict or inconsistency between this Agreement and the Standard Specifications, the provisions of this Agreement shall control.

I. Amendment. This Agreement shall not be modified in any manner except in writing, signed by each of the parties, except that Owner shall not be required to join in any amendment once Owner no longer owns any lot, common area or other portion of the Property.

J. Applicability of Agreement. This Agreement shall be applicable to the Property and the Master Subdivision Plan as approved by Town and as the same shall thereafter be amended or modified by agreement of the then-owner(s)/developer(s) of the Property and Town in writing.

K. Preambles. The preambles to this Agreement are a part of the agreement of the parties as set forth in this Agreement and shall be binding upon the parties in accordance with their terms.

L. Acreages. Where specific acreages and distances are set forth herein, such amounts are subject to change based on actual conditions on the Property and necessary or desirable adjustments made during construction.

M. Further Assurances. Town and Owner shall, at the request of the other, take such further actions and enter into such further agreements as are reasonably required to effectuate the intent of this Agreement.

N. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals and separate counterparts each of which shall constitute an original and all of which taken together shall constitute the whole Agreement. Facsimile signatures shall be deemed to have the same effect as originals.

Section 15. Term. The term of this Agreement shall be a period of seven (7) years following execution by both parties.

Section 16. Real Covenant: Delegation of Duties. This Agreement shall be recorded in

the office of the Register of Deeds of Wake County, North Carolina and shall be a real covenant running with and appurtenant to the Property, and any portion thereof, as it may be subdivided or recombined, and shall apply to the development of all or any portion of the Property. Owner may assign all or a portion of its interest in this Agreement and/or be released from all or a portion of its obligations under this Agreement only upon the assumption of all or a portion of Owner's obligations hereunder by a successor in title to the Property and only with the prior written consent of Town. Town's consent shall not be unreasonably withheld, conditioned or delayed and in any event shall not be withheld if the party assuming all or a portion of Owner's obligations possesses adequate financial resources, ownership interests and development expertise needed to complete the requirements of this Agreement being assigned, and provided Owner delegates, and proposed assignee assumes and agrees to fulfill, in writing, all of Owner's duties set forth in this Agreement which are being assigned.

Section 16. Consideration: Authority to Enter Agreement. The parties hereto agree that this Agreement is mutually beneficial in that it provides for orderly urban growth and systematic extension of municipal improvements while at the same time relieving Town of the expense of constructing additional infrastructure and providing for a predictable increase in the real property tax base with development of the Property as provided herein. The parties acknowledge that these mutual benefits are sufficient to constitute good and valuable consideration in support of this contractual agreement. This Agreement was ratified by the Town Council at an open meeting on ~~AUGUST 19, 2020~~ following any notice required by applicable law, if any. Such ratification shall be deemed to satisfy any requirements for Town Council approval of any item contained herein whether or not specifically stated in such ratification.

Section 17. Default by Owner. The Town's Land Use Administrator or his designee shall conduct an annual investigation on each anniversary date of recording this Agreement to determine if Owner is in compliance with the construction obligations attached hereto. In addition to other remedies provided for in this Agreement or by law or equity, any material breach which remains uncured for a period of thirty (30) days after receipt of written notice from the Town of non-compliance shall entitle the Town to require specific performance of Owner's obligations thereunder and recover such damages as to which the Town may be entitled, plus reasonable attorneys' fees and costs of any such litigation. Furthermore, the Town may halt and enjoy further development activities on the Property by withholding the issuance of permits, map recordings, and/or utility extension or connections for any period of time within which the Development remains in material breach which is uncured for a period of thirty (30) days after receipt of written notice of non-compliance from the Town. Any failure of the Town to exercise any right or remedy as provided for herein shall not be deemed a waiver of the Town's right to strictly enforce Developer's obligations in any other instance. Owner shall reimburse Town for all costs, including reasonable attorneys fees, for action taken by the Town following Owner's default.

Section 18. Default by Town. In the event of a default by the Town in performance of its obligations hereunder, Developer's sole relief and remedy shall be limited to a suit for specific performance of this Agreement. No monetary damages or costs shall be recoverable from Town.

Section 19. Mutual Estoppel. As consideration for entering into this Agreement, all parties certify as follows:

A. This Agreement supersedes any and all previous agreements regarding the subject matter and neither party has asserted any claims, counterclaims, rights of offset against the other, and that no circumstances exist which would justify cancellation or termination of the Agreement.

B. In consideration of the mutual promises contained herein and other good and valuable consideration, Owner on behalf of themselves and their affiliates, divisions, parents, subsidiaries, predecessors, successors, assigns, agents, employees, officers, directors, shareholders, representatives and insurers, whether named herein or not, do hereby irrevocably and unconditionally release, remise, acquit and discharge the Town, including its elected officials, employees, former employees, representatives, attorneys, contractors and insurers, whether named herein or not, from any and all claims, demands, actions or causes of action, or suits of law or in equity for damages, declaratory relief, injunctive relief, or any other form of monetary or non-monetary relief, based upon legal or equitable theory of recovery, known or unknown, past, present, or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen prior to the effective date of this Agreement and which are in any manner related to the subject matter of this Agreement.

C. In consideration of the mutual promises contained herein, and other good and valuable consideration, the Town, including its elected officials, employees, former employees, representatives, attorneys, contractors and insurers, whether named herein or not, except for past sums owed by Owner for fees, charges or reimbursements due pursuant to the Town's development fee schedule, for property taxes of general application, and/or due pursuant to applicable Sections of this Agreement, does hereby irrevocably and unconditionally release, remise, acquit and discharge Owner and Owner, their affiliates, divisions, parents, subsidiaries, predecessors, successors, assigns, agents, employees, former employees, officers, directors, shareholders, representatives, attorneys, contractors and insurers, whether named herein or not, from any and all claims, demands, actions or causes of action, or suits of law or in equity for damages, declaratory relief, injunctive relief, or any other form of monetary or non-monetary relief, based upon any legal or equitable theory of recovery, known or unknown, past, present, or future, suspected to exist or not suspected to exist, anticipated or not anticipate, which have arisen prior to the effective date of this Agreement and which are in any manner related to the subject matter of this Agreement.

[Signature Pages Follow]

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

ATTEST:

TOWN OF KNIGHTDALE

By: Heather M Smith
Heather Smith, Town Clerk

By: James A. Roberson
James A. Roberson, Mayor

NORTH CAROLINA WAKE COUNTY

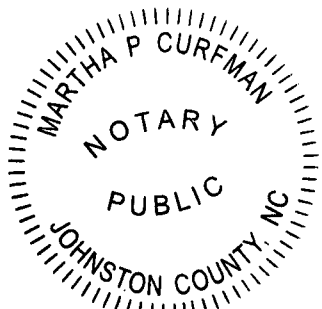
I certify that Heather M Smith, Town Clerk of the Town of Knightdale, personally appeared before me this day and certified to me under oath or by affirmation that she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed James A. Roberson sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date Aug. 24, 2020

Martha P Curfman
[Notary's signature as name appears on seal]

Martha P Curfman
[Notary's printed name as name appears on seal]

My commission expires: 9/29/24



[Affix Notary Seal in Space Above]

This agreement has been found to be in compliance with the North Carolina Local Government Fiscal Control Act.

Tim Flura
Finance Director

OWNER/DEVELOPER

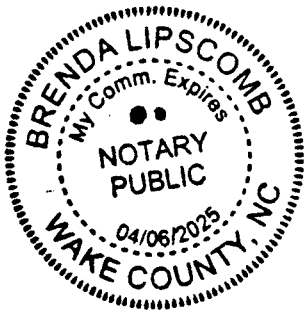
Habitat for Humanity of Wake County

By *[Handwritten Signature]*

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document in the capacity indicated: President / CEO

Today's Date 9/3, 2020



Brenda Lipscomb

[Notary's signature as name appears on seal]

Brenda Lipscomb

[Notary's printed name as name appears on seal]

My commission expires: 4/6/25

[Affix Notary Seal in Space Above]

List of Exhibits

- Exhibit A** Property Description
- Exhibit B** Master Subdivision Plan/Planned Unit Development
- Exhibit C** Phasing & Top Lift Schedule
- Exhibit D** Family Dwelling Construction Standards & Elevations
- Exhibit E** Bonus Points - Water Allocation Policy

Exhibit A

Property Description

BEING all of that certain tract of land containing approximately 2.29 acres and being represented by Wake County Parcel ID No.: 1754-51-5410 and further being that certain tract of land identified as "Future Development" on that certain map recorded in Book of Maps 1988, Page 1383, Wake County Registry.

Exhibit B

Planned Unit Development & Master Plan

[included on following pages]

EXHIBIT B



BASS, NIXON & KENNEDY, INC., CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607
919/851-4422 ■ FAX 919/851-8968 BNK@BNKinc.com

FLOWERS PLACE SUBDIVISION
PLANNED UNIT DEVELOPMENT

A HABITAT FOR HUMANITY DEVELOPMENT
KNIGHTDALE, NORTH CAROLINA
ZMA-9-19

DECEMBER 9, 2019
REVISED: JANUARY 13, 2020
REVISED: FEBRUARY 3, 2020

FLOWERS PLACE SUBDIVISION

Planned Unit Development

Prepared for the Town of Knightdale

Submittal Dates

First Submittal: December 9, 2019

Second Submittal: January 13, 2020

Third Submittal: February 3, 2020

Developer

Habitat for Humanity of Wake County

2420 North Raleigh Blvd.

Raleigh, NC 27604

Bass, Nixon & Kennedy, Inc., Consulting Engineers

6310 Chapel Hill Road, Suite 250

Raleigh, NC 27607

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KnightdaleNext 2035 Comprehensive Plan Consistency

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11. DEVELOPER REQUEST LETTER

Request for Road Improvement Allocation Funds and

Request for use of Town Property for Stormwater Control Measure (SCM)

1. VISION AND INTENT

FLOWERS PLACE PLANNED UNIT DEVELOPMENT MEETS THE STATED VISION AND INTENT OF THE PLANNED UNIT DEVELOPMENT AS FOLLOWS:

The seventeen homes built in Flowers Place will meet the architectural design requirements from Chapter 5 of the Knightdale UDO. The 2-story design provides plenty of front façade for a variety of materials, color and texture to the exterior of the units.

Provide high quality community amenities:

Development of Flowers Place will result in improvements to the existing Flowers Street by providing curb and gutter, sidewalks, street storm drainage system and enhanced street lighting. Also, a centrally located play area and a large wooded open space will provide common areas for residents to assemble, children to play and residents to enjoy preservation of trees in the open space.

Incorporate creative design in the layout of buildings:

All buildings in Flowers Place are located within close proximity to each other on adjacent narrow lots; thus allowing for more open space and common area. A Home Owners Association will maintain all grounds, both private and public and private alleys ensuring quality appearance for all units. Rear loaded access to parking will provide for more privacy in the rear and attractive uninterrupted appearance along building frontage on Flowers Street with a somewhat "urban" appearance.

Ensure compatibility with surrounding land uses and neighborhood character:

Flowers Place is a residential detached single family development located in a residential area with a single family residential development adjacent to the north; and a small apartment project across Flowers Street to the south. Knightdale elementary school is located in the neighborhood.

Ensure the creation of mixed density neighborhoods, neighborhood nodes, and mixed use centers.

With the development of Flowers Place, the neighborhood will become a mixed density area as it is located adjacent to existing residential uses that include a medium lot size single family development on one side and a denser apartment development on the opposite side. Existing streets serve all the developments.

Further the goals of the Comprehensive Plan including the growth framework and growth and conservation map:

Flowers Place is located on an existing vacant parcel situated between two developed parcels and a vacant parcel to the east. It will be a natural progression of development in the area as the future development will occur to the east.

Provide greater efficiency in the layout and provisions of roads, utilities, and other infrastructure:

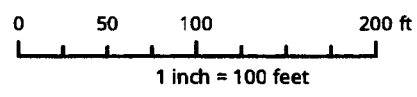
The development of Flowers Place will provide for improvements to existing public street and utilities without the necessity of creating new public streets.

2. EXISTING CONDITIONS

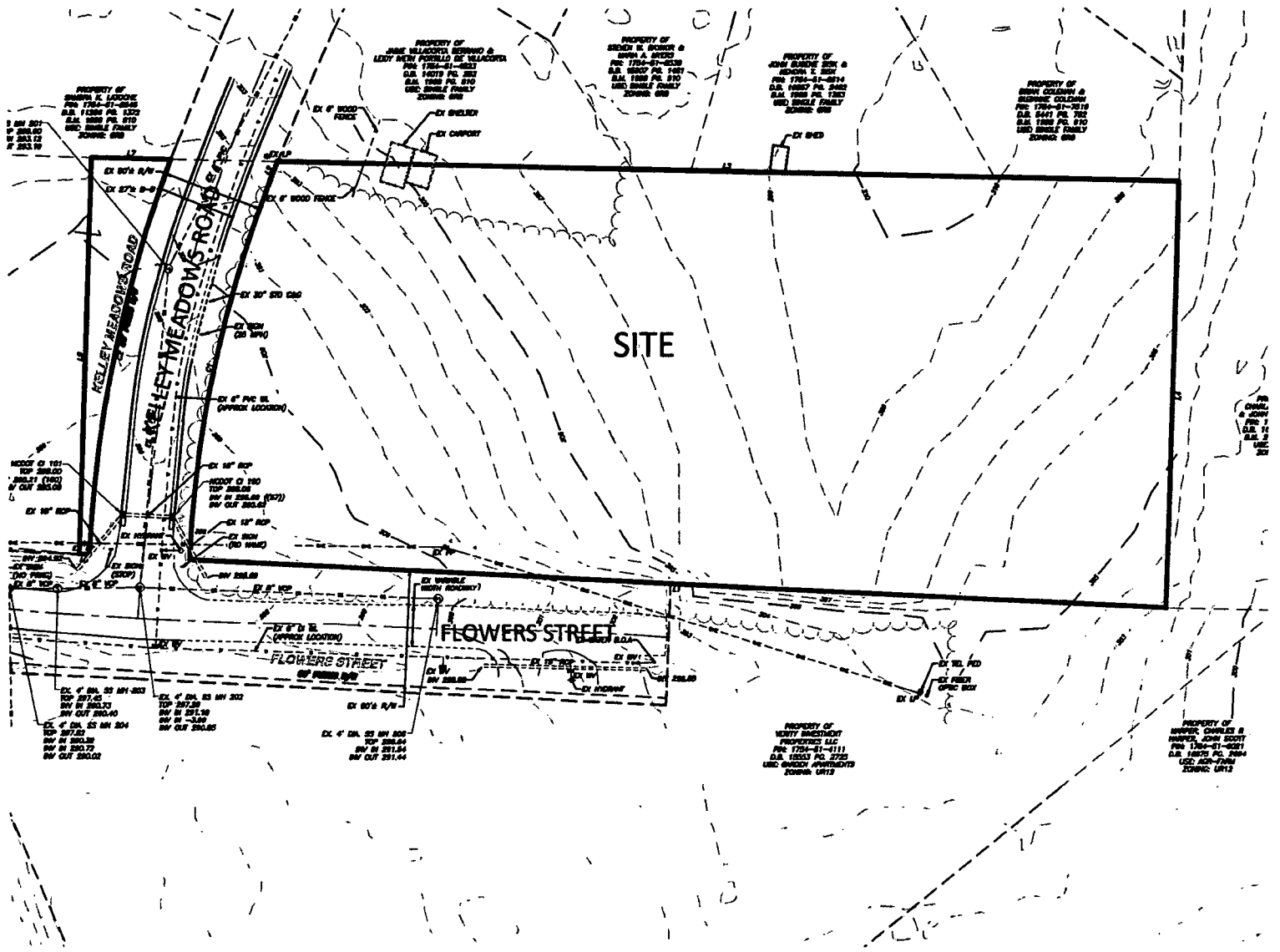
EXISTING CONDITIONS SUMMARY

The Flowers Place subdivision is located on the northeast corner of the intersection of Kelly Meadows Road and Flowers Street. The Wake County Property Identification Number (PIN) is 1754-51-5410. The property area is 2.29 acres. Roughly two-thirds of the property slopes to the west and the remaining portion of the property slopes to the east. There are no streams or wetlands located on the property. The site is wooded with small new growth trees.

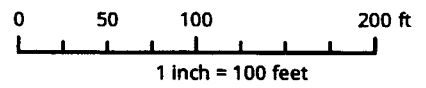
AERIAL VIEW OF FLOWERS PLACE SITE



FLOWERS PLACE SUBDIVISION EXISTING SITE



CURRENT ZONING MAP



3. PUD MASTER PLAN

PLANNED UNIT DEVELOPMENT MASTER PLAN

FLOWERS PLACE is a 17 lot single family subdivision designed to the UR-12 and Planned Unit Development standards of the Town of Knightdale Unified Development Ordinance. It is located at the intersection of Kelley Meadows Street and Flowers Street. The 2-story dwelling units will front along existing Flowers Street and Kelley Meadows. Street improvements will be made to Flowers Street. Parking access will be by an alley along the rear of the units. The developed site will include a small fenced playground with active and passive open space. Flowers Place will serve to complement and provide an alternative housing option for the existing neighborhood.

REAR LOADED SINGLE FAMILY DWELLING STANDARDS

Modifications to UDO Standards

In order to reduce the amount of impervious surface on the lots and to increase the developable area, rear loaded single family dwellings will be served by driveways that are a minimum length of 20' rather than the UDO requirement of 35'.

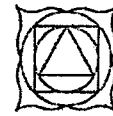
- | | |
|--------------------------------|---|
| • Minimum lot size | 3,210 sq.ft. |
| • Lot width | 30' |
| • Front setback (min) | 10' |
| • Side set back (min) | 3' |
| • Side setback aggregate (min) | 6' |
| • Rear setback (min) | 20' (Measured from centerline of alley) |
| • Maximum building Height | 3 stories |
| • Minimum driveway length | 20' |

Proposed exceptions

- Rear loaded driveway minimum length to be 20'.
- Exception for 20-foot Type B Buffer along northern property line. A reduced buffer width of 5-feet along lot 1 and a reduced buffer width of 10-feet along the proposed playground area. A 6-foot height solid wood fence along with vegetation are proposed for the reduced buffer areas.
- Exception for the mail kiosk covered structure. Since this is a small subdivision with only 17 lots the developer feels the size of the required mail kiosk would not warrant the expense of building a covered structure. Therefore, the developer feels this is a reasonable request.



Rick Thompson
Architect



www.thompsonplans.com

© Rick Thompson Architect 2003

P O Box 160
Lake Junaluska, NC
28745

828-734-2553

plan #

1114A

5/6/2003

Size fl 1 600

Size fl 2 567

Size Total 1167

Width 20'-0"

Depth 30'-0"

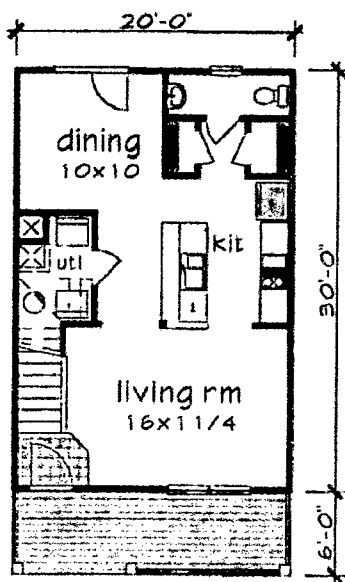
Porch 6'

Fl 1 ceiling 8'

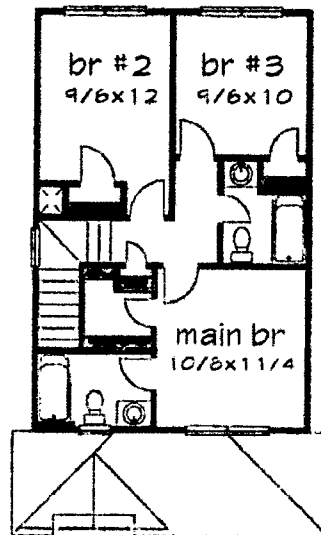
Fl 2 ceiling 8'

Roof pitch 9/12

Height 25'-6"



Floor 1 plan



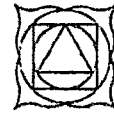
Floor 2 plan

Please see
PDF single use web site for
PDF unlimited current
Material list pricing
CAD thank you

Please specify foundation type (crawl standard) Available types - Crawl Slab or Basement



Rick Thompson
Architect



www.thompsonplans.com

© Rick Thompson Architect 2008

P O Box 160
Lake Junaluska, NC
28745

828-734-2553

plan #

1209A

9/3/2008

Size fl 1 660

Size fl 2 617

Size Total 1277

Width 22'-0"

Depth 30'-0"

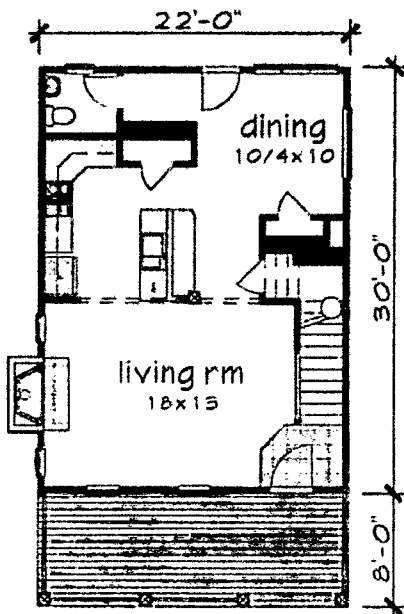
Porch 8'-0"

Fl 1 ceiling 9'

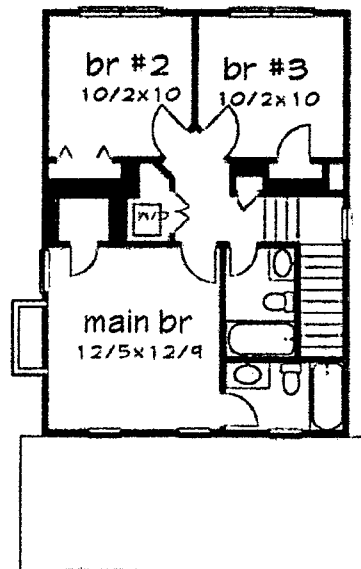
Fl 2 ceiling 8'

Roof pitch 9/12

Height 27'-0"



Floor 1 plan



Floor 2 plan

Please see
PDF single use web site for
PDF unlimited current
Material list pricing
CAD thank you

Please specify foundation type (crawl standard) Available types - Crawl, Slab or Basement

TightLines Designs

creating great places to live



Monique I

square footage..... 1190 sq ft

bedrooms..... 3

bathrooms..... 2.5

stories..... 2

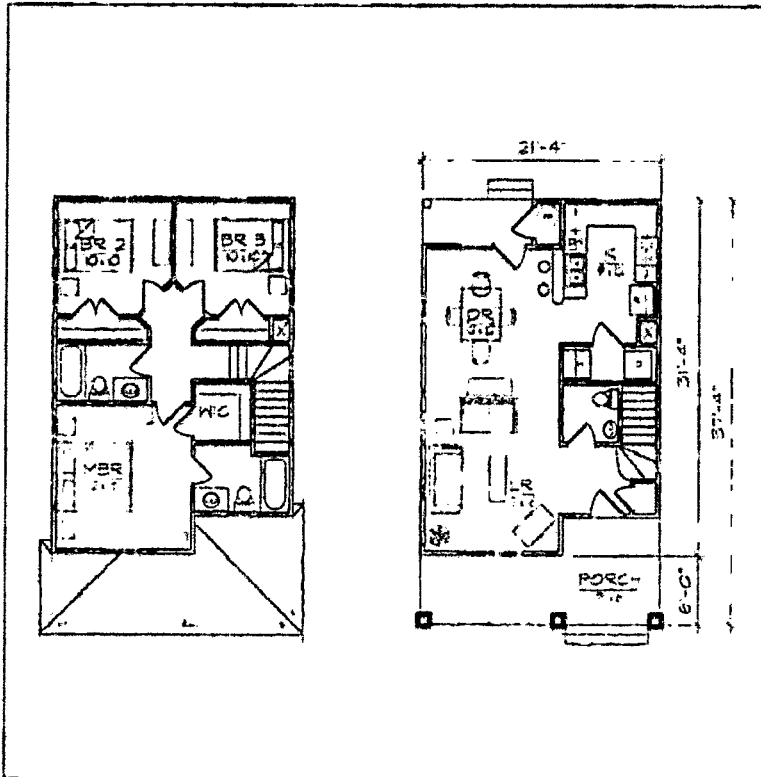
width..... 21' 4"

depth..... 37' 4"

1st floor ceiling height..... 9' 0"

2nd floor ceiling height..... 8' 0"

roof pitch..... 8/12



This two story Queen Anne style house of 1190 square feet features a spacious living and dining room area and a private master bedroom suite with a walk-in closet. This open floor plan includes a total of three bedrooms, two full bathrooms and a powder room, a laundry room and U-shaped kitchen with a breakfast bar and opens to the dining room. The historically inspired exterior offers a main hip roof with a shingle accented front gable, a covered front and rear porch, and exterior storage room. At 21'-4" in width it is ideally suited for a narrow lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.

4. UDO AND COMPREHENSIVE PLAN CONSISTENCY

UNIFIED DEVELOPMENT ORDINANCE CONSISTENCY

The Flowers Place subdivision will consist of 17 single family homes of exceptional design and quality. A community playground will be provided along with an undisturbed open space area of 0.52 acres. The open space area is 22.7% of the development land area. The development is located within an area bordered by existing single-family homes and an apartment complex. The development will be compatible with the surrounding land uses. Each home will be rear loaded single-family dwellings with driveways to accommodate 2 cars for each dwelling. An existing public street will be extended along the length of the development along with a public water main to serve the new development. Parallel street parking will be added along the length of the development to provide additional parking for residence of the Habitat development.

COMPREHENSIVE PLAN CONSISTENCY

The Flowers Place subdivision is consistent with the Town's Growth Framework, Growth and Conservation Map and the Guiding Principles in the 2035 Comprehensive Plan.

1. The Flowers Place subdivision will provide affordable housing in an existing residential area of the Town. Meadowview will be walking distance to the Old Town district of Knightdale.
2. The Flowers Place subdivision will provide a stormwater management facility for the additional stormwater runoff. This will help this area of Town that has had previous issues with stormwater runoff.
3. The Flowers Place subdivision is an infill development on a previously undeveloped property. The development is within walking distance to an existing elementary school and recreation facilities.
4. The Flowers Place subdivision is a compact development with consistent architectural designs to be visually attractive. All site maintenance for each home will be cared for by the Homeowners Association.
5. The Growth and Conservation Map calls for the area to be "Mixed Density Neighborhood". Because of the limited size of the property a mixed density development is not the most effective use of the property. The proposed Flowers Place subdivision site is located between existing single family residential and an existing apartment complex. The proposed Flowers Place subdivision homes will be oriented to the interior of the site with rear loaded driveways. An open space area will be provided. Some of the existing trees within the open space will be preserved. Stormwater detention will be provided for this new development. These are the Guiding Principles that are applicable to this development.

5. DESIGN GUIDELINES

SINGLE FAMILY DWELLING ARCHITECTURAL STANDARDS

1. All dwellings are 2-story homes built on lots 30 feet wide with a minimum house size containing 1,150 sq ft.
2. All driveways will be paved surface accessed from rear alley with space for 2 vehicles.
3. All homes shall be raised a minimum of 18" from the finished grade and shall have stem wall and foundations with crawl space. All foundations shall be covered on all sides with brick or stone. Areas under porches may be enclosed with lattice.
4. All homes shall have a combination of two or more of the following material on the front façade above the foundation: stone, brick, lap siding, shake or board and batten. All siding shall be fiber cement. Vinyl may be used for soffits, fascia, and corner boards.
5. All homes will have usable porches and stoops that are at least six (6) feet deep and extend more than 50% of the façade. Front porch posts will be a least 6"x6".
6. Main roof pitches (excluding porches) shall be at least 7:12. Some dwelling may have hip roof design. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building and shall have a pitch of at least 3:12.
7. There shall be 12" overhang on every gable roof end and hip roof end.
8. For every 30 linear feet (or fraction) of continuous side elevation, there shall be one window or door added to the side elevation.

6. RECREATIONAL OPEN SPACE AND AMENITIES

Flowers Place subdivision will provide both active and passive recreation areas within the development. Approximately 20% of the property area will remain undeveloped and set aside as open space.

Recreational Open Space Calculations:

(Entire site is within ¼ mile of a public park)

Density:	$17 \text{ units}/2.24 \text{ acres} = 7.5 \text{ units/acre}$
Bedroom Estimate: bedrooms	Total bedrooms = $17 \times 3.5 = 59.5$
Open Space Required: s.f. (16.9%)	$59.5 \text{ bedrooms} \times 275 \text{ square feet} = 16,363$
50% Active:	$16,363 \times 0.50 = 8,182 \text{ s.f.}$
50% Passive:	$16,363 \times 0.50 = 8,181 \text{ s.f.}$

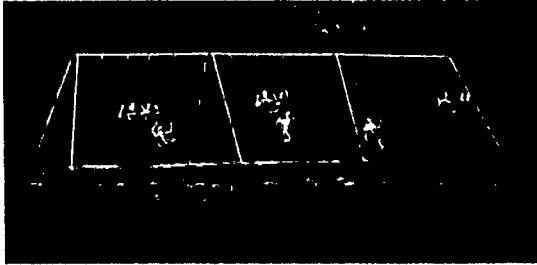
The active open space area will include a 2,500 SF ground space with play equipment. The remaining active open space will have amenities that meet the criteria for active open space. Such as an area for cornhole game setup as show on the plan. The developer to have concrete cornhole boards.

The passive open space will have amenities that meet the criteria for passive open space. Such as picnic tables and benches for relaxing.

Playground Equipment for Knightdale

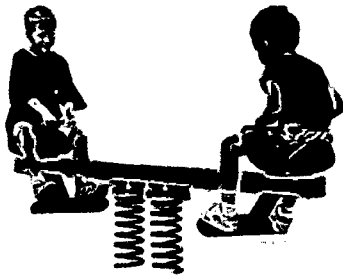
These images are for illustrative purposes only. Staff will work with the applicant through the Construction Drawing approval process to determine particular specifications of the open space, including playground equipment.

Swing Set*



Classic Standard- 6 seats, ages 2-12
Space required: 32' 2" x 48' 8"

Seesaw

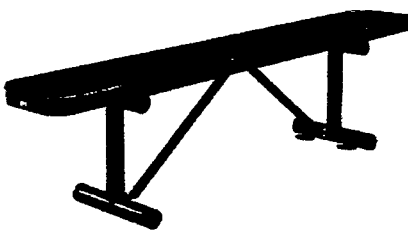
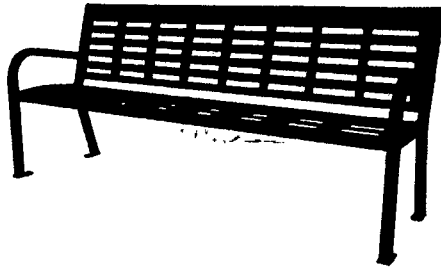


Slide



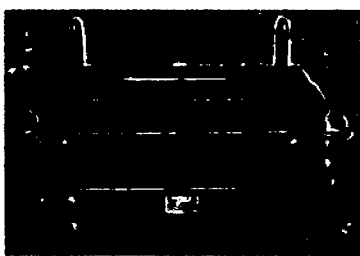
Free Standing Glide Slide (48-in deck)
Space Required: 15'2" x 24'6"

Bench



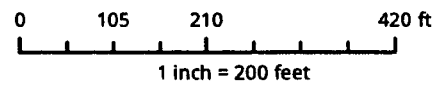
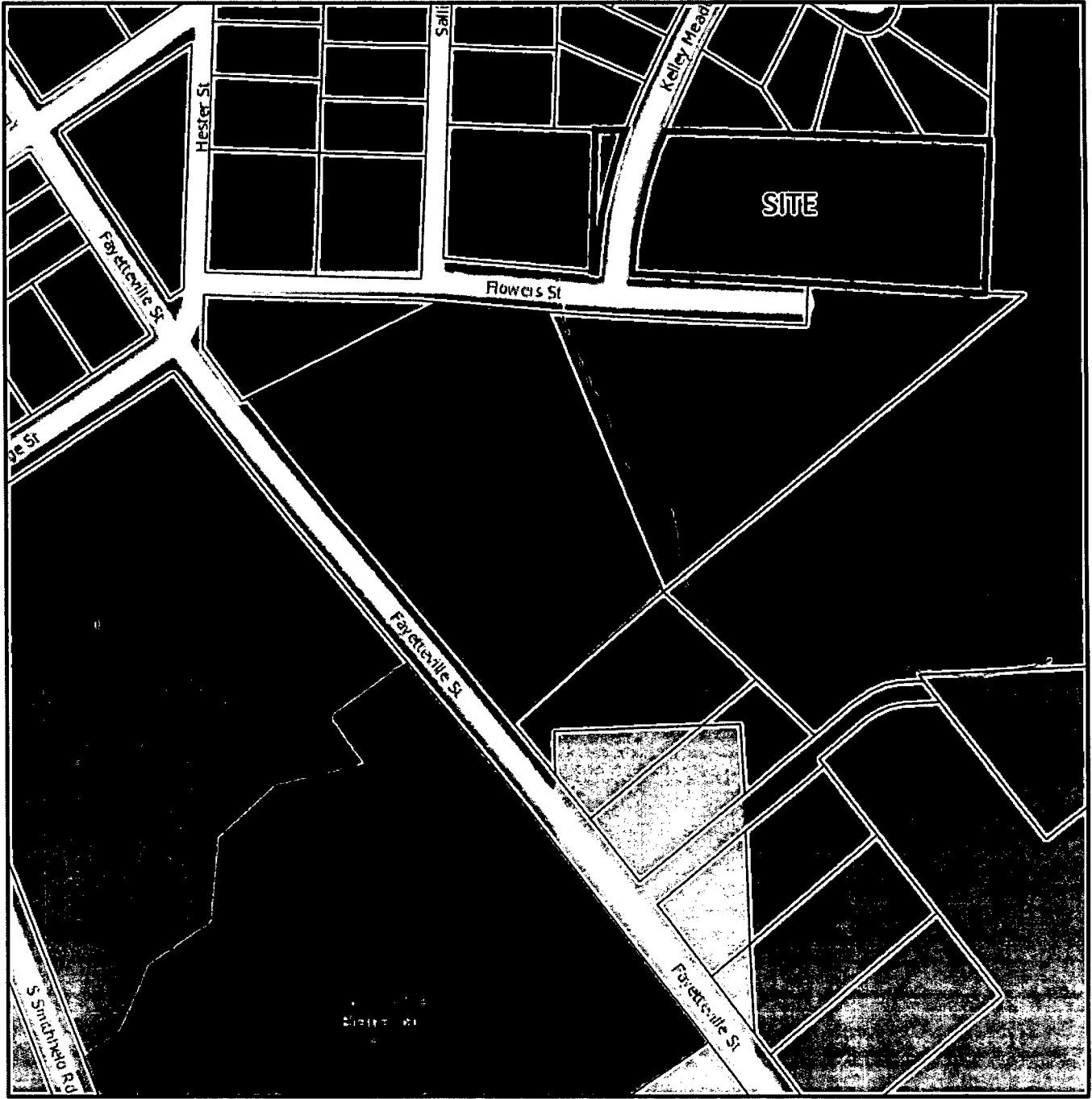
48-inch Steel Bench- Manufacturer: Global Industrial

Park Grills



***All playground equipment manufactured by Playworld.**

FLOWERS PLACE SUBDIVISION PROPERTY - PROXIMITY TO EXISTING PARKS



7. INFRASTRUCTURE

STREETS & SIDEWALKS

Streets and alleys within the Flowers Place subdivision are designed to meet the standards of the Town of Knightdale.

- Flowers Street will be extended along the entire frontage of the Flowers Place development along with a 5' wide sidewalk. Flowers Street will be widened to provide parallel parking along the frontage of the Flowers Place Property.
- Flowers Place development will provide a 5' sidewalk on both sides of Kelley Meadows Road along the frontage of the Flowers Place development.

STORMWATER

The Flowers Place subdivision is located within the Neuse River basin with the site's stormwater runoff draining to Poplar Creek. The proposed development shall be subject to stormwater management requirements found in Chapter 6: Environmental Protection of the Town of Knightdale's Unified Development Ordinance (UDO). Per the regulations of Chapter 6 of the Town of Knightdale's UDO, stormwater runoff provision shall address peak flow mitigation and water quality management. The Developer to make a formal request to the Town of Knightdale to use the Town property for the proposed SCM device.

One above ground stormwater control measure (SCM) is proposed to meet the regulations established in Chapter 6 of the Town of Knightdale's UDO by providing peak flow mitigation and water quality management for the site.

WATER & SEWER

- Water and sanitary sewer within the Flowers Place development are designed to meet the standards of the City of Raleigh.
- All sanitary sewer mains within the Flowers Place development will be 8" diameter minimum.
- A water system analysis will be submitted at the time of construction drawing submittal to determine watermain sizes within the development.

8. NEIGHBORHOOD MEETING REPORT

FLOWERS PLACE (HABITAT FOR HUMANITY) NEIGHBORHOOD MEETING

November 19, 2019, 6:30PM

Knightdale Recreation Center, 102 Lawson Ridge Road, Knightdale, NC 27545

A neighborhood meeting was held on November 19, 2019 at 6:30PM at the Knight Recreation Center at 102 Lawson Ridge Road, Knightdale, NC 27545. There were three neighbors in attendance: A neighbor that lives at 102 Sir Scott and a couple that lives at 106 Sir Scott. The neighbors liked the idea of this project being a buffer between them and the existing apartments and asked the following questions about the development:

- **Buffer or Fence:** The neighbors asked if a privacy fence could be installed along the common property line. The applicant indicated they would be willing to install a wooden privacy fence along the developed portion of the property but would prefer to add plants along the portion of the property not being disturbed.
- **Stormwater:** The neighbors asked if their property would be impacted by the development. The applicant indicated the stormwater would be collected and routed to a stormwater pond on the property across Kelly Meadows Drive. The stormwater would not affect their property.
- **Yard Maintenance:** The neighbors asked if each individual owner would be responsible to maintain their yards. The applicant indicated the Homeowners Association would be responsible for all maintenance of the grounds including the private lots

**FLOWERS PLACE
KNIGHTDALE HABITAT FOR HUMANITY SUBDIVISION
NEIGHBORHOOD INFORMATIONAL MEETING
Tuesday, November 19, 2019
6:30 P.M.**

Sign-In Sheet

	<u>Name</u>	<u>Address</u>
1.	JIM MIDDLETON	Habitat
2.	David Dunn	BNK
3.	Tom Harrell	BNK
4.	Steven Roper	102 8th Scott
5.	Scott & Suzanne Coleman	106 5th Scott
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

9. ZONING CONDITIONS

SINGLE FAMILY DWELLING ARCHITECTURAL STANDARDS

1. All dwellings are 2-story homes built on lots 30 feet wide with a minimum house size containing 1,150 sq ft.
2. All driveways will be paved surface accessed from rear alley with space for 2 vehicles.
3. All homes shall be raised a minimum of 18" from the finished grade and shall have stem wall and foundations with crawl space. All foundations shall be covered on all sides with brick or stone. Areas under porches may be enclosed with lattice.
4. All homes shall have a combination of two or more of the following material on the front façade above the foundation: stone, brick, lap siding, shake or board and batten. All siding shall be fiber cement. Vinyl may be used for soffits, fascia, and corner boards.
5. All homes will have a front porch with a minimum depth of six (6) feet. Front porch posts will be a least 6"x6".
6. Main roof pitches (excluding porches) shall be at least 7:12. Some dwelling may have hip roof design. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building and shall have a pitch of at least 3:12.
7. There shall be 12" overhang on every gable roof end and hip roof end.
8. For every 30 linear feet (or fraction) of continuous side elevation, there shall be one window or door added to the side elevation.

10.

FLOWERS PLACE SUBDIVISION – KNIGHTDALE, NC

WATER ALLOCATION POLICY WORKSHEET 02-03-2020

This project is a land use of Major Subdivision
Any subdivision of land of five (5) or more lots.
This is worth 15 base points.

Bonus Points

Bonus Point Categories for items over and above the UDO or Standard
Specification Requirements.

Category 2B – Stormwater Wet Pond with Fountain – 4 Points

Category 2B – Provision of on-street public parking – 4 Points

Category 2C – Building/Site Design – House – 15 Points

Category 2C – Development or Redevelopment within Old Town District – 4 Points

Category 3A – Outdoor Display of Public Art (Hardscape at entrance) – 4 Points

Category 4F – IPEMA Certified Playground Equipment – 4 Points

WATER ALLOCATION POINTS

Base Points = 15

Bonus Points = 35

TOTAL WATER ALLOCATION POINTS = 50



Habitat for Humanity

of Wake County

Serving Wake and Johnston Counties

December 9, 2019

Honorable James Roberson, Mayor
Mr. Bill Summers, Town Manager
Town of Knightdale

RE: ~~Kelley Meadows Subdivision~~ **Flowers Place Subdivision**

Dear Sirs,

Habitat for Humanity of Wake County has applied to develop a seventeen-lot single-family subdivision in Knightdale. The location is at the northeast corner of the intersection of Kelley Meadows Drive and Flowers Street.

The proposed engineering for the project provides for a stormwater management pond to be located on a small vacant parcel of land owned by the Town adjacent to the subdivision. Due to the topography and current drainage in the area, this location on Town property is the most favorable area for the stormwater device. The pond will be owned and managed by the Home Owners Association created for the subdivision.

In addition, engineering plans require major improvements to existing Flowers Street that provides access and frontage for most of the homes to be built. There are no public streets to be constructed within the subdivision.

In our efforts to provide new affordable houses for homeowners in Knightdale, Habitat is requesting the following financial support from the Town of Knightdale.

1. Town of Knightdale transfers the small parcel of land for the stormwater device to the Home Owners Association to be created to own and manage the common areas of the subdivision.
2. Town of Knightdale provide funding for the improvement to Flowers Street in the amount of \$124,306.00 per the attached estimate provided and reviewed by the Town Engineering staff.

Habitat greatly appreciates the support the Town of Knightdale has provided in the past and hopes you will favorably consider our requests for the current project.

Sincerely

A handwritten signature in black ink, appearing to read "Bill Ahern", written over a horizontal line.

Bill Ahern
President/CEO

SHEET C1.1

FLOWERS PLACE SUBDIVISION 0 KELLEY MEADOWS ROAD

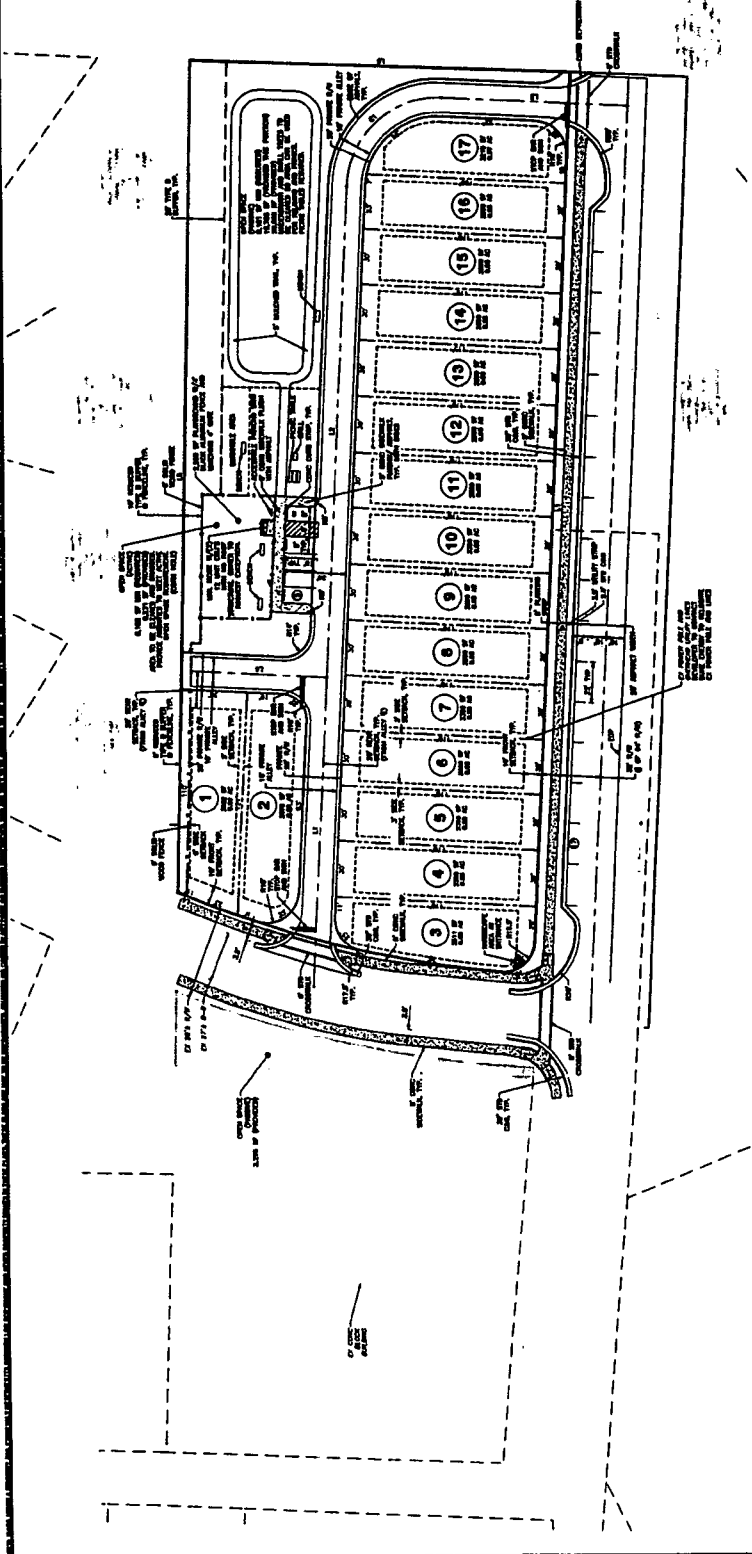
SITE PLAN


DATE	DESCRIPTION


BASS, NIXON & KENNEDY, INC.
 CONSULTING ENGINEERS
 3018 CHARLES ROAD, SUITE 100, WILKES BARRE, PA 18250
 CENTRAL AREA OFFICE (309) 839-1000
 WESTERN AREA OFFICE (509) 835-1000



Exhibit 2





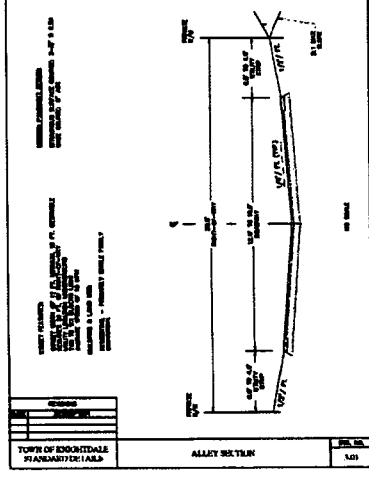
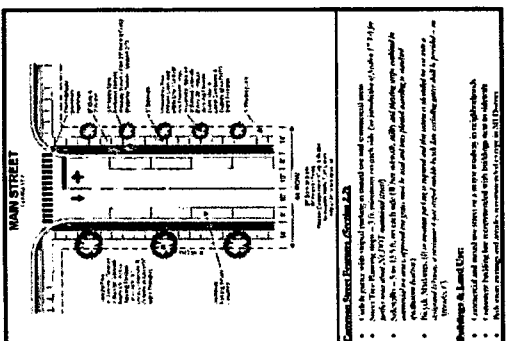
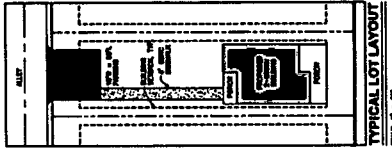


NO WELLANDS EASY CHAIRS

NO FLOODPLAIN EASY CHAIRS

NOTE: ALL CONSTRUCTION ACTIVITY MUST BE IN ACCORDANCE WITH THE SUBDIVISION MAP AND RECORDS OF THE TOWN OF KNIGHTDALE AND RECORDS

Proposed Secondary Open Space	
Lot 1	Open Space
Lot 2	Open Space
Lot 3	Open Space
Lot 4	Open Space
Lot 5	Open Space
Lot 6	Open Space
Lot 7	Open Space
Lot 8	Open Space
Lot 9	Open Space
Lot 10	Open Space
Lot 11	Open Space
Lot 12	Open Space
Lot 13	Open Space
Lot 14	Open Space
Lot 15	Open Space
Lot 16	Open Space
Lot 17	Open Space
Lot 18	Open Space
Lot 19	Open Space
Lot 20	Open Space
Lot 21	Open Space
Lot 22	Open Space
Lot 23	Open Space
Lot 24	Open Space
Lot 25	Open Space



TOWN OF KNIGHTDALE PLANNING DEPARTMENT	DATE: 12/1/18
PROJECT NO: ZMA-19-18	SHEET NO: C1.1

Exhibit C

Phasing & Top Lift Schedule

The 17-lot subdivision will be developed within one phase. The portion of the site to be developed for lots will be cleared and graded. Once the project infrastructure is put in place the owner will begin building homes until each lot is complete.

A top lift of asphalt is required for the entire Flowers Street along the Habitat development. The top lift of asphalt is to be installed once all the street cuts for the water and sanitary sewer service taps are installed along with the sanitary sewer main extension. The top lift of asphalt for Flowers Street is to extend east past the intersection of Kelley Meadows Road to encompass the street cut for the new storm piping. The top lift of asphalt is also to extend north on Kelly Meadows Road to encompass the street cut for the new storm piping at that location.

The top lift shall be installed in accordance with the Town of Knightdale standards, but shall be completed no later than December 31, 2022.

The Owner shall record all 17 lots in their entirety by July 1, 2021.

The Owner shall complete development of the site no later than December 31, 2022.

Exhibit D

Single Family Dwelling Construction Standards

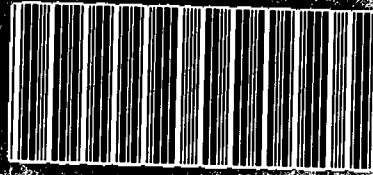
The Developer has provided actual home elevations that will be built in the subdivision (included in PUD document). In addition to the elevations, the applicant agrees to the Single-Family Dwelling Architectural Standards found in UDO Ch. 5.7 and the additional conditions listed below:

- a. All dwellings will be 2-story single family homes built on 30 ft. wide lots and will have a minimum of 1,150 heated square feet.
- b. All driveways will be a paved surface accessed from a rear alley with space to accommodate two vehicles. Garages will not be provided for this development. A paved or hard surface walking path will be provided from the driveway to the rear of the home.
- c. All single-family homes shall be raised from the finished grade a minimum of 18" and shall have crawlspace foundations that shall be covered on all sides with brick or stone. Areas under porches may be enclosed with lattice.
- d. All homes shall have a combination of two or more of the following materials on the front façade above the foundation: stone, brick, lap siding, shake, or board and batten. All siding shall be fiber cement. Vinyl may be used for soffits, fascia, and corner boards (subject to NC Building Code requirements).
- e. All single-family homes will have a front porch with a minimum depth of six (6) feet. Front porch posts will be at least 6"x6" and extend at least 50% of the façade.
- f. Main roof pitches (excluding porches) for 2-story homes shall be at least 7:12. Some dwellings may have hip roof design. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building and shall have a pitch of at least 3:12.
- g. There shall be a 12" overhang on every gable roof end and hip roof end.
- h. For every linear 30 feet (or fraction) of continuous side elevation, there shall be one window or door added to the side elevation. Any siding break on the side of the home such as a fireplace, porch, wall offset can be used as an alternative to a window or door.

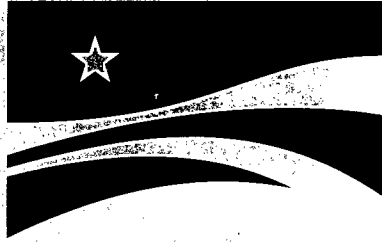
EXHIBIT E

Water Allocation Policy - Project
Enhancements for Point
Compliance

	Points
Base Points - Major Residential Subdivision	15
Options to Obtain additional 35 points:	
Residential Architectural Standards	15
Development within Old Town District	4
IPEMA Certified Playground Equipment	4
Stormwater – Wet Pond w/ Fountain	4
Provision of On-Street Public Parking	4
Outdoor Display of Public Art	4
<i>Total Proposed Bonus Points:</i>	<i>35</i>
Total Points (50 Points Required)	50



BOOK: 018130 PAGE: 00613 - 00659



**WAKE
COUNTY**

NORTH CAROLINA

Please retain yellow trailer page

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

Charles P. Gilliam

Register of Deeds

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

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 47 # of Pages *BW*