

Instrument Prepared By Roger W. Knight
Brief Description for Index: Development Agreement
Name of Development: Mailman Post
Town of Knightdale Case Number: ZMA-10-22
Parcel Identification Number: 1753-98-0579, 1753-89-9448, 1763-08-8851, 1763-08-3716, 1763-09-5280, 1763-09-5560, 1753-98-9828, and 1753-98-9764
REID: 0103591, 0064586, 0141502, 0141547, 0073730, 0273733, 0056486, and 0062350

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

STATE OF NORTH CAROLINA
WAKE COUNTY

MAILMAN POST
UTILITY ALLOCATION AGREEMENT

THIS UTILITY ALLOCATION AGREEMENT (the "Agreement") is made effective as of the 17th day of January, 2024_ by and between the TOWN OF KNIGHTDALE, a municipal corporation existing under the laws of the State of North Carolina ("Town"), and **OWNER NAME** ("Owner"), and TBE RE ACQUISITION CO II LLC ("DEVELOPER"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, Owner possesses legal title to real property (PINs 1753-98-0579, 1753-89-9448, 1763-08-8851, 1763-08-3716, 1763-09-5280, 1763-09-5560, 1753-98-9828, and 1753-98-9764)

consisting of 73.91 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 contract purchaser 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-10-22 (a copy of which is attached hereto as Exhibit B and incorporated herein), authorizing development of the Property as a residential development with a maximum of 302 lots and a maximum density of 4.09 units per acre, which shall include ancillary public and private facilities including streets, sidewalks, water and sewer lines, storm drainage improvements, and certain public gathering spaces (collectively the "Project"), all to be developed pursuant to the terms of this Agreement;

WHEREAS, the Master Subdivision Plan proposes residential development compliant with all Town ordinances and development standards, to be built within two phases, and Town has agreed to allocate utilities for the development.

WHEREAS, Developer 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, Master 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 Developer of the necessity of complying with the same.

D. "Community Association" shall mean a nonprofit association incorporated under North Carolina law by Developer. The Community 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 Developer. All future property owners within the residential portions of the Project shall be members of the Community 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 Community 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 Developer 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. Developer Filings.

A. Annexation & Phasing. Developer 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 two phases and in accordance with the Phasing Schedule set forth on Exhibit C.

B. Master Subdivision Plan Approval Schedule. Developer has received Town approval of a Master Subdivision Plan, with case number ZMA-10-22 and Ordinance #24-01-17-001 and subsequent extensions of vested rights. Developer intends to develop the Project, submitting a subdivision site plan for approval by Town for the Project. Developer 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 12.2.D.5 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, it is

expressly acknowledged that Town determination as to whether Infrastructure required to be provided by Developer 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 Master Subdivision Plan, taking into account the previously dedicated open space submitted for site subdivision plan approval.

Section 4. Infrastructure to be Provided by Developer. Except as set forth in this Agreement, Developer shall design, construct and install at its expense all required Infrastructure in accordance with the design criteria set forth in the Standard Specifications. This section shall not preclude Developer from entering into a cost sharing agreement with another party to complete all required Infrastructure.

A. Procedure. The plans for Infrastructure shall be prepared by a licensed engineer employed by Developer and approved by Town, with such approval not to be unreasonably withheld. Developer 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 Developer 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. Developer 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 Developer's engineer of record. The as-built drawings 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. Developer 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 Developer under the contract are, in addition to, available and assignable to the Town. Developer 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 Developer's 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 Developer related to the Project's development shall be governed by this Section 4.E and the Master Subdivision Plan (Exhibit B) and, where applicable, the requirements of the North Carolina Department of Transportation, and the Town's Standard Specifications.

F. Easements. The parties acknowledge that the installation of the public infrastructure may require Developer 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. Owners shall acquire the Off-site Easements at its sole cost and expense; provided that if, after reasonable efforts, Owners are not able to acquire one or more of the Off-site Easements or rights-of-way, Owners 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. For each section or portion of right of way included in the written request for the Town's exercise of its powers of eminent domain, the Owners shall provide the following:

1. One or more certified appraisals including a description of the property appraised and the location in relation to the road and right of way.
2. A detailed description of the reasonable efforts Owner made to acquire the portion of the right of way for that section or portion of the right of way, including the amounts of offers and counteroffers (if any).
3. The name and address and telephone number(s) of the owners.

Should the Town, in its sole discretion, determine the efforts of the Owner to acquire one or more portions of the right of way are not reasonable under the circumstances, or that the reasonableness cannot be adequately determined, the Town may decline to exercise its powers of eminent domain until such time as the Owner has conclusively established that the Owner has exhausted all reasonable efforts to acquire the necessary right of way. At that point the Town may decide to acquire the property by right of way, may decide to omit or delay the construction of the road improvement indefinitely or may require a modification of the project to accommodate the change in the planned road and access.

Section 5. Construction Design Standards. Buildings constructed on the Property shall comply with those standards set forth on Exhibit D.

Section 6. Community Design Exceptions. Developer hereby agrees that the following zoning conditions were granted by the approved Master Subdivision Plan:

A. The lot identified as 1324 Fayetteville Street (PIN 1753-89-9448) shall not be required to make right-of-way improvements and shall be exempt from the prohibition of multiple principal buildings permitted on a single lot.

B. All single-family front-loaded lots shall be served by driveways that are a minimum length of 25- feet. All single-family rear-loaded lots and townhomes shall be served by driveways that are a minimum length of 20-feet.

C. Single-family front-loaded lots shall be a minimum of 60-feet wide.

D. Townhome alley-loaded lots shall be a minimum of 20-feet wide.

E. Rear setbacks for single-family lots shall be a minimum of 20-feet.

F. The development shall consist of single-family and townhome lots exclusively.

G. Roads I, K, S, and U as shown on the approved master plan, shall be designed as a public 32-footwide one-way right-of-way to serve approximately 55 townhomes.

H. All single-family lots shall be permitted to be mass graded, including all 82 front-loaded single family lots. The developer shall plant three-inch caliper street trees along single-family lots mass graded on the west side of the site.

I. Roads A, B, G and T shall not extend to the property lines as required by the UDO. Rather, the developer shall provide a fee-in-lieu to the Town for these road stubs.

J. The development shall not exceed 4.09 units per acre, or 302 lots.

K. Lots that are alley loaded may front on open space owned by the Community Association, but a direct pedestrian path shall be provided from each such lot to public right of way.

L. All SCM wet ponds shall feature a fountain.

M. Benches shall be placed at intervals around the SCMs.

N. Trails and walkways shall be provided where practicable around SCM areas.

O. Rain barrels shall be placed on the clubhouse downspouts where practicable.

P. Drought resistant plantings shall be utilized for site landscaping.

Q. Low flow fixtures shall be used in residential units.

R. Site street lighting shall use LED fixtures.

S. Tot lot areas and benches shall be constructed of recycled materials where practicable.

T. A future bus stop easement shall be reserved along Mailman Road.

U. The property owner will dedicate ten (10) residential townhome lots as affordable rental units for households Earning no more than 80% of the area median income (“AMI”), adjusted by household size, for the Raleigh, NC Metropolitan Statistical Area, as determined and published annually by the US Department of Housing and Urban Development (the “affordable units”) for a period of no less than seven years (the “affordability period”).

V. Affordability restrictions for the first five affordable units shall be filed and recorded on or before the issuance of the 180th residential certificate of occupancy (“CO”). Affordability restrictions for the second five affordable units shall be filed and recorded on or before the issuance of the 302nd residential CO. No more than three affordable units may be dedicated within a single townhome building. The affordability period applies on a per lot basis and shall commence from the date of CO for such an affordable unit. At or before the time any affordable unit is dedicated, the property owner shall execute and record with the Wake County Register of Deeds a restrictive covenant in the chain of title for the affordable unit which memorializes the affordable housing terms set forth in this condition.

W. The approved Master Plan and Planned Unit Development document (Exhibit B) will serve as the site-specific development plan. However, the applicant must submit Construction Drawings to the Town for approval that are in conformance with the approved conditions of the GR3-PUD zoning district and Unified Development Ordinance.

Section 7. Community Amenities: On-Site Recreational Amenities to be Provided by Developer. Developer 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 Developer. Developer's proposed amenities shall include at a minimum the following, which shall be deemed Private Infrastructure unless designated otherwise below:

A. Approximately 7.46 square feet of active and passive open space, consisting of a pool and clubhouse, pickleball courts, playgrounds, public art, a dog park, public and private trails, a public plaza, a putting and chipping green, and picnic areas in substantially the locations shown on the Master Subdivision Plan.

B. All Onsite Amenities will be owned and maintained by Developer or transferred to an Owners Association, who shall be responsible for its maintenance. If Developer 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 Developer 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 Developer'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 a maximum of 302 residential units and amenities/clubhouse. Such reserved capacity from the Town shall be allocated to new development on the Property once Developer's Master Subdivision Plan/Site Plan is approved and recorded.

B. Subject to denial of approval from another superior governmental agency, the timely performance by Developer of its obligations set forth described in Section 4 of this Agreement, Town shall maintain the water and sewer allocation available for the Property for the term of this Agreement. 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 sewer 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 75 gallons per day per bedroom.

D. Developer 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. Developer and Town also acknowledge that the Master Subdivision Plan includes a total of 70 points according to the Town's Water Allocation Policy (Ordinance # 13-06-19-001) now in effect, granting water allocation. Developer 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.

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 Developer or Town has, respectively, pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, pandemics, acts of God or a public enemy, strikes, shortage of or delay in obtaining labor or materials, 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 Developer'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 Developer.

B. Indemnification. To the maximum extent allowed by law, Developer 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 Developer or Developer'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, Developer shall, at its sole expense, defend all claims with legal counsel reasonably acceptable to Town.

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 Developer is responsible pursuant to Section 10(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 one (1) year following the termination of this Agreement (whether by expiration of the term or otherwise) with respect to all other Charges.

E. Limitations of Developer'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 Developer may rely on such authority and approvals to no detriment of their own. An 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 Developer 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 Developer 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 Developer 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 and Developer 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, Owner and Developer, 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 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 Developer 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. Developer 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 Developers' 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 Developers' obligations possesses adequate financial resources, ownership interests and development expertise needed to complete the requirements of this Agreement being assigned, and provided Developer delegates, and proposed assignee assumes and agrees to fulfill, in writing, all of Developers' duties set forth in this Agreement which are being assigned.

Section 17. 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 January 17, 2024, 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 18. Default by Developer. 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 Developer 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 Developer'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 enjoin 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.

Section 19. 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 20. 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 and Developer 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 Developer 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 Developer, 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: _____
Brittney Hunt, Deputy Town Clerk

By: _____
Jessica Day, Mayor

NORTH CAROLINA WAKE COUNTY

I certify that _____, 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 Jessica Day sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date _____, 20__

[Notary's signature as name appears on seal]

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

My commission expires: _____

[Affix Notary Seal in Space Above]

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

Finance Director

OWNER

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

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: _____.

Today's Date _____, 20____

[Notary's signature as name appears on seal]

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

My commission expires: _____

[Affix Notary Seal in Space Above]

DEVELOPER

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

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: _____.

Today's Date _____, 20____

[Notary's signature as name appears on seal]

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

My commission expires: _____

[Affix Notary Seal in Space Above]

List of Exhibits

- Exhibit A** Property Description
- Exhibit B** Master Subdivision Plan & Planned Unit Development
- Exhibit C** Phasing Schedule
- Exhibit D** Construction Design Standards
- Exhibit E** Water Allocation Policy Compliance

EXHIBIT A

Property Description

Parcel 1: All those certain lots or parcels of land situated in the Township of Marks Creek, Wake County, North Carolina and more particularly described as follows: Tract 1: BEGINNING at an iron pipe in the eastern right of way line of State Road 2513, said pipe marking the southwest corner of Tract B as shown on map to which reference is hereinafter made; runs thence with the line of Tracts B and C North 86 degrees 42 minutes 04 seconds East, 1451.08 feet to an iron pipe, southeast corner of Tract B; runs thence South 01 degree 58 minutes 38 seconds East, 295.94 feet to an iron pipe marking the northeast corner of property (now or formerly) of George E. Robertson III et al; runs thence with Robertson's North line South 86 degrees 00 minutes 27 seconds West, 1461.95 to an iron pipe in the eastern right of way of State Road 2513; runs thence with said line of state Road 2513 North 00 degrees 05 minutes 19 seconds West, 314.05 feet to the point and place of Beginning, and being all of Tract C as shown on map entitled "Property of Alma G. Smith Estate", prepared by Smith and Smith, Surveyor, dated February 17, 1977, and containing according to the aforesaid survey 10.186 acres. Tract 2: BEGINNING at an iron pipe in the eastern right of way line of State Road 2513, the southwest corner of Tract A as shown on map to which reference is hereinafter made; runs thence with the line of Tracts A and B North 87 degrees 18 minutes 41 seconds East, 1440.43 feet to an iron stake, southeast corner of Tract A; runs thence South 01 degree 58 minutes 38 seconds East, 299.24 feet to an iron pipe, northeast corner of Tract C; runs thence with the line of Tracts B and C South 86 degrees 42 minutes 04 seconds West, 1451.08 feet to a stake in the eastern right of way line of N.C. State Road 2513, the northwest corner of Tract C; runs thence with the line of State Road 2513, North 00 degrees 05 minutes 19 seconds West, 315.00 feet to the point and place of BEGINNING, and being all of Tract B as shown on map entitled "Property of Alma G. Smith Estate", prepared by Smith and Smith Surveyors, dated February 17, 1977, and containing according to the aforesaid survey 10.186 acres.

Tract 3: BEGINNING at a new iron pipe in the southerly line of Thomas H. Wilder, Jr., and wife property as shown on a plat hereinafter referred to, said new iron pipe being 326.52 feet North 86 degrees 0 minutes 36 seconds East of a concrete monument set in the easterly right-of-way of State Road 2513 at the southwest corner of the property of Thomas H. Wilder, Jr., and wife as shown on the plat hereinafter referred to; runs thence along the southerly line of property of Thomas H. Wilder, Jr., and wife North 86 degrees 36 minutes East, 301.39 feet to a new iron pipe, runs thence a new line South 0 degrees 17 minutes 14 seconds West, 603.24 feet passing an existing iron pipe at .84 feet and an existing iron pipe at 248.42 feet; and continuing thence 253.98 feet to an existing iron pipe; runs thence along the line of lands now or formerly belonging to C. R. Bunn North 86 degrees 23 minutes 18 seconds West, 304.80 feet to a new iron pipe, a corner in other lands of Betty B. Williams; runs thence along the line of other lands of Betty B. Williams North 0 degrees 45 minutes 0 seconds East, 463.10 feet to a new iron pipe, the point of BEGINNING, and containing 3.35 acres as shown on a plat entitled "Recombination of Property of Wilton Williams & Wife, Betty B. Williams, and Thomas H. Wilder & wife, Anne C. Wilder", prepared by Robert W. Keefe, Surveyor, dated December 13, 1984, and being a part of the property conveyed to Wilton A. Williams and wife, Betty B. Williams, by deed dated January 6, 1975, and recorded in Book 2293, at Page 346, Wake County Registry. Tract 4: BEGINNING at a concrete monument at the southeast corner of the 10.24 acre Wilder tract as shown on plat hereinafter referred to, said point also being the northeasterly corner of the tract herein conveyed; runs thence along the line of lands now or formerly owned by Carolina Power & Light Company South 1 degree 52 minutes 56 seconds East, 376.12 feet to an existing iron pipe, a corner in other lands of Bunn; runs thence along the line of Bunn South 60 degrees 11 minutes 28 seconds West, 395.44 feet to a new iron pipe, a new corner in lands of Bunn; runs thence North 88 degrees 49 minutes 47 seconds West, 514.28 feet to an existing iron pipe at the southeast corner of the track of land conveyed to Thomas H. Wilder, Jr., and wife, Anne C. Wilder, by deed dated January 11, 1985, and recorded in Book 3414. Page 720. Wake County Registry: runs thence along said Wilder line North 0 degrees 17 minutes 14 seconds East, 503.24 feet to a new iron pipe in the southerly line of the Wilder 10.24 acre tract; runs thence North

86 degrees 0 minutes 35 seconds East, 844.47 feet to the Point of BEGINNING, and being Tract D containing 9.792 acres, as shown on plat of the "Recombination and Subdivision Property of Cloyce R Bunn, Thomas H. Wilder and Anne C. Wilder," dated October 5, 1984, and revised June 11, 1985, prepared by Robert W. Keefe, Registered Land Surveyor

Parcel 2:The following described property: Situated in the County of Wake and State of North Carolina. Being all of tract one, containing 1.409 acres together with that certain strip of land designated as five foot additional right of way to be dedicated to the Town of Knightdale, as both tract one and said five foot strip are shown on map recorded in Book of Maps 1998, Page 1327, Wake County Registry.

Parcel 3:Being all that tract or parcel of land designated as Lot 2 containing 0.920 acres, as shown on map of a survey by David Barrier, Land Surveyor, dated 1-8-98 entitled Subdivision of the Property of Betty B. Williams, Marks Creek Township, Wake County, North Carolina, and recorded in Book of Maps 1998, Page 1327, Wake County Registry. Together with so much of that tract of land shown on the above referenced map as a "New 5' Additional Right of Way to be dedicated to Town of Knightdale" located immediately West of Lot 2. And being more particularly described as follows: BEGINNING at an iron stake at the intersection of the eastern right-of-way line of SR 2513 and the southern property line of W. A. Williams property; runs thence with the W. A. Williams property North 86 degrees 01 minute East, 315.00 feet to an iron stake; runs thence with the W. A. Williams property North 00 degrees 48 minutes East, 210.00 feet to an existing concrete monument; runs thence with the line of the Smith property North 86 degrees 01 minute East, 313.51 feet to an iron stake; runs thence with the new line of SBM, Inc. South 00 degrees 15 minutes West, 502.76 feet to an iron stake; runs thence with the new line of SBM, Inc. North 86 degrees 25 minutes West, 630.00 feet to an iron stake in the eastern right-of-way line of SR 2513; runs thence with the eastern right-of-way line of SR 2513 North 00 degrees 15 minutes East, 210.00 feet to the point and place of beginning, being all of a 5.14 acre tract of land on the eastern side of SR 2513 as shown by survey and map of Harold B. Mullen, RLS., dated 8/30/74 entitled "Property Survey for W. A. Williams, Marks Creek Township, Wake County, North Carolina". Less and Except the following tract conveyed in Book 3414, Page 720, Wake County Registry: BEGINNING at a new iron pipe in the southerly line of Thomas H. Wilder, Jr., and wife property as shown on a plat hereinafter referred to, said new iron pipe being 326.52 feet North 86 degrees 00 minutes 36 seconds East of a concrete monument set in the easterly right-of-way of State Road 2513 at the southwesterly corner of the property of Thomas H. Wilder, Jr., and wife as shown on the plat hereinafter referred to; runs thence along the southerly line of property of Thomas H. Wilder, Jr., and wife North 86 degrees 36 minutes East, 301.39 feet to a new iron pipe; runs thence a new line South 00 degrees 17 minutes 14 seconds West, 503.24 feet passing an existing iron pipe at .84 feet and an existing iron pipe at 248.42 feet; and continuing thence 253.98 feet to an existing iron pipe; runs thence along the line of lands now or formerly belonging to C. R. Bunn North 86 degrees 23 minutes 18 seconds West, 304.80 feet to a new iron pipe, a corner in other lands of Betty B. Williams; runs thence along the line of other lands of Betty B. Williams North 00 degrees 45 minutes 00 seconds East, 463.10 feet to a new iron pipe, the point of beginning, and containing 3.35 acres as shown on a plat entitled "Recombination of Property of Wilton A. Williams & wife, Betty B. Williams, and Thomas H. Wilder & wife, Anne C. Wilder", prepared by Robert Keefe, Surveyor, dated December 13, 1984, and being a part of the property conveyed to Wilton A. Williams and wife, Betty B. Williams, by deed dated January 6, 1975, and recorded in Book 2293, at Page 346, Wake County Registry .05988261.101 Less and Except all that tract or parcel of land conveyed by Crystal Lynn Williams Cockrell and husband Greg Cockrell to Rose Marie Wilson by instrument recorded in Book 8926, Page 1945, Wake County Registry and being more particularly described as follows: BEING all that certain tract or parcel of land designated as Lot 3 containing 0.919 acre, as shown on a map of a survey by David Barrier, Land Surveyor, dated 1-8-98 entitled "Subdivision of the Property of Betty Williams", Marks Creek Township, Wake County, North Carolina, and recorded in Book of Maps 1998, Page 1327, Wake County Registry.

Parcel 1: All that certain lot or parcel of land situated in the City of, Marks Creek Township, Wake County, North Carolina and more particularly described as follows: Beginning at a point in the southern line of the property herein described, said point is in the line of Pope; which said iron pipe is located South 86 degrees 00 minutes West approximately 700 feet from an iron pipe the right of way of SR 2513; runs from the beginning point South 86 degrees 00 minutes West approximately 760 feet to an iron pipe in the line of Walter Jones; runs thence with Walter Jones Property North 00 degrees 38 minutes East 981.00 feet to iron pipe in the southern side of SR 2513; runs thence across the northern right of way of SR 2513 North 51 degrees 53 minutes East 447.00 feet to an iron pipe; runs thence across the southern right of way of SR 2513 South 80 degrees 11 minutes East 641.40 feet to an iron pipe located immediately South of the right of way of SR 2513; runs thence North 62 degrees 06 minutes East 92.48 feet to a nail and cap in the centerline of SR 2513; runs thence along the centerline of SR 2513 South 87 degrees 01 minutes East 39.87 feet; leaves the centerline and runs thence South 12 degrees 13 minutes East 181.58 feet to an iron pipe; runs thence South 87 degrees 01 minutes East 75.00 feet to an iron pipe; runs thence North 12 degrees 13 minutes West 160.19 feet; runs thence North 87 degrees 01 minutes West 46.49 feet; runs thence South 04 degrees 22 minutes West 220.00 feet; runs thence North 89 degrees 12 minutes East 301.20 feet to the right of way of SR 2513; runs thence along the right of way of SR 2513 South 04 degrees 22 minutes West approximately 390 feet to a point in the southern boundary of a 50' Private Easement known as Sawdust Lane; runs thence along the southern boundary of Sawdust Lane South 85 degrees 33 minutes West 265.00 feet; continues thence North 88 degrees 42 minutes 46 seconds West approximately 435.00 feet; run thence South 02 degrees 41 minutes 59 seconds West 190.00 feet to a point in the line of Pope, the place of beginning, containing 33.4 acres, more or less. The above description was taken from a map and survey by Harold B. Mullen, RLS, dated 4/4/75, entitled "Property Survey for Perry Satterwhite" and a map by Williams, Pearce & Assoc., P.A., dated 3/26/97 entitled "Property Map for Perry Satterwhite". Less and Except from the foregoing property Lot 2, as set out in that map for David W. Pope and wife, Renee G. Pope recorded at Plat Book 2001, Page 1273, of the Wake County Registry, NC. Parcel ID: 0062350

Parcel 2: A certain tract or parcel of land in Wake County, State of North Carolina, and bounded as follows, viz: Beginning at a stake in a lane, Walls corner, runs thence North 87 degrees 05 minutes East 1511 feet to a stake Hint on and Walls corner, thence North 00 degrees 35 minutes East 898 feet to a stake, corner of tracts 2 and 3; thence North 87 degrees East 1440 feet to a stake in a lane; thence with said lane in a northwesterly direction to the beginning. Being Farm #3, and containing 29.91 acres, more or less, according to a map and survey made by L. C. Kerr, November, 1923. Parcel ID: 0056486

EXHIBIT B

Master Subdivision Plan & Planned Unit Development

[insert before recording]

EXHIBIT C

Phasing Schedule

The Project shall be developed in two phases.

Phase 1 shall include all residential lots, public and private infrastructure, and private open space to the west of Mailman Road. An application for a Certificate of Occupancy for the last residential lot shall be submitted on or before December 31, 2030.

Phase 2 shall include all residential lots, public and private infrastructure, and private open space to the east of Mailman Road. An application for a Certificate of Occupancy for the last residential lot shall be submitted on or before December 31, 2031. Construction of Phase 2 may commence prior to the completion of Phase 1.

EXHIBIT D

Construction Design Standards

The Developer has provided actual elevations that will be built in the development. In addition to the elevations, the applicant agrees to the Building Type Standards found in UDO Chapter 6 and the additional conditions listed below:

1. Single-family detached homes on lots at least 80 feet wide shall be two-stories with side-loaded garages and a minimum heated area of 1,900 square feet.
2. Single-family detached homes on lots at least 60 feet wide, but less than 80 feet wide, shall be two-stories with a minimum heated area of 1,700 square feet.
3. Single-family detached homes on lots less than 60 feet wide shall be two-stories with rear loaded garages and a minimum heated area of 1,400 square feet.
4. Single-family attached homes (i.e. townhomes) shall be at least two-stories with rear loaded garages and a minimum heated area of 1,100 square feet.
5. All foundations shall be raised at a minimum of 18-inches above average finished grade on all sides, except rear alleys where the foundation may taper along the sides to the garage finish floor elevation at the rear to allow driveways to connect with alleys. The front façade shall contain a minimum of two stair risers up to the porch or stoop.
6. Stem walls and raised slab foundations shall be covered with brick masonry on all façades.
7. All front facades shall have a combination of two or more of the following materials (not including foundations): stone, brick, lap siding, fiber cement siding, shakes or board and batten. Materials shall be different but complementary colors. Vinyl may be used only for soffits, fascia and corner boards.
8. A minimum of 33% of single family detached homes shall include stone or brick as a front facade material.
9. Each continuous set of a specific detached lot size (30-foot, 35-foot, 60-foot, and 80-foot lots) shall include at least three different elevations with up to six colors utilized as the primary elevation color. Adjacent lots shall not utilize the same elevation or primary color.
10. Main roof pitches (excluding porches) fronting the street shall be at least 7:12 and every gable end shall have a minimum 12-inch overhang.
11. For every 30-feet (or fraction) of continuous side elevation (calculated on a per floor basis), there shall be a window or door added to the side elevations. Any siding break on the side of the home such as a fireplace, side porch, wall offsets may be used as an alternative to windows.
12. All front or side load single family detached homes shall have a front porch with a minimum depth of six feet and a minimum 100 square feet patio or deck.
13. All alley fed detached homes shall have a front porch with a minimum depth of five feet

and/or a minimum 100 square foot patio, deck, terrace, or courtyard; and a minimum of 60% of all alley fed detached homes shall have a full front porch.

14. All single-family attached homes (i.e. townhomes) shall have a front porch with a minimum depth of four feet and a minimum 100 square feet rear patio, deck, terrace, or courtyard.
15. Garage doors on all 60-foot and 80-foot-wide lots shall have window inserts and carriage style hardware.
16. Garage doors on single family detached homes with garage doors facing the street shall have split bay doors and may not exceed 48% of the total front facade width.
17. Garages for single-family detached homes shall accommodate space for two cars, except for up to 50% of the alley-fed detached homes which may have one-car garages with a minimum courtyard of 200 square feet. All homes with one-car garages shall have a minimum of one additional parking space within such a unit's lot (i.e. on driveway).
18. All front doors shall have glass inserts.
19. A minimum of 25% of the 60-foot wide and 80-foot wide lots shall have either a bedroom on the first floor or a balcony on the second floor.
20. A minimum of 60% of the 20-foot-wide lots with single family attached homes shall have either a two-car garage, bedroom on the first floor, or terrace on the second floor.
21. A minimum 15-foot-wide open space area shall be located at the side of all lots less than 60-feet wide abutting public right-of-way. Applicant will work with staff during the construction drawing review process on programming these spaces with pedestrian walkways, landscaping, and seating areas.

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
Construct a Fountain within SCM	4
IPEMA Certified Playground Equipment	4
Use of Xeriscaping & Drought Tolerant Species	3
On-Street Public Parking	4
Outdoor Display of Public Art (2)	8
Resort Style Pool	2
Deck/Patio – More Than 1,000 Square Feet	1
Clubhouse without Kitchen – up to 3,499 Square Feet	7
Pickleball Court	5
Private Greenway – More than 2,000 Linear Feet	2
<i>Total Proposed Bonus Points:</i>	<i>55</i>
Total Points (50 Points Required)	70