

Instrument Prepared By Roger W. Knight
Brief Description for Index: Development Agreement
Name of Development: Downtown North at Knightdale Station
Town of Knightdale Case Number: ZMA-13-22
Parcel Identification Numbers: 1754-33-5814, 1754-34-7479, 1754-33-7666, 1754-33-3504, and
1754-55-1285
REIDs: 0507855, 0507856, 0104823, 0104821 and 0507860

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**

**DOWNTOWN NORTH AT KNIGHTDALE STATION SUBDIVISION
DEVELOPMENT AGREEMENT (NMX PROPERTY)**

THIS UTILITY ALLOCATION AGREEMENT (NMX Property) (the “**Agreement**”) is made effective as of the 21st day of August, 2024 by and between the TOWN OF KNIGHTDALE, a municipal corporation existing under the laws of the State of North Carolina (“**Town**”), and STANLEY MARTIN HOMES, LLC, a Delaware limited liability company (“**Developer**”). 7208 PARTNERS LLC, a North Carolina limited liability company (“**TC Developer**”), joins in the execution of this Agreement for the limited purposes set forth herein, but TC Developer will be construed to be party to this Agreement.

WITNESSETH:

WHEREAS, Developer possesses legal title to real property (current PINs 1754-33-5814, 1754-34-7479, 1754-33-7666, 1754-33-3504, and 1754-55-1285) consisting of 59.28 acres, more or less, within the planning jurisdiction of the Town, as more particularly described on **Exhibit A-1**

attached hereto and incorporated herein (the “**Property**”);

WHEREAS, Developer warrants that all parties having an ownership interest in fee title to the Property have executed this Agreement, that as of the date of this Agreement the Property is free and clear of encumbrances except for those set forth in Developer’s title policy, a copy of which has been provided to the Town;

WHEREAS, Developer, 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 Developer shall be effective upon full execution of this Agreement;

WHEREAS, following the execution of this Agreement, the Town and **TC Developer**, will enter into and record a Development Agreement (TC Property) (the “**TC Agreement**”) with respect to adjacent property owned by TC Developer consisting of 31.44 acres, more or less, within the Planning jurisdiction of the Town, as more particularly described on **Exhibit A-2** attached hereto and incorporated herein by reference (the “**TC Property**”);

WHEREAS, Developer and TC Developer have received Town approval of a Master Subdivision Plan, with case number ZMA-13-22, authorizing development of the Property and the TC Property as a mixed-use subdivision, which shall include residential and commercial 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 “**Overall Project**”), all to be developed pursuant to the terms of this Agreement;

WHEREAS, the Master Subdivision Plan proposes a mixed-use development of not more than 668 residential dwelling units and 459,000 square feet of nonresidential space which, except as otherwise provided in the Master Subdivision Plan, shall be compliant with all Town ordinances and development standards, to be built in multiple phases as contemplated by **Exhibit C**, and Town has agreed to allocate utilities for the Overall Project;

WHEREAS, Developer and TC Developer have committed to Property enhancements as shown on the Master Subdivision Plan and as described in this Agreement and the TC 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 Developer’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 applicable Owners Association (“**Private Infrastructure**”).

B. “**Master Subdivision Plan**” shall mean, to the extent applicable, 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 the Overall Project.

C. “**Standard Specifications**” shall mean all applicable legal requirements pertaining to the development of the Property including, but not limited to, the 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 the Town’s Standard Specifications and Construction Details Manual. The failure of this Agreement to describe any other applicable permit, condition, or term of restriction applicable to the Property does not relieve Developer of the necessity of complying with the same.

D. “**Owners Association**” shall mean a nonprofit association incorporated under North Carolina law for the Property (or a portion thereof) and includes any applicable subassociation of an Owners Association. The applicable Owners Association shall among other things have primary enforcement responsibility for the applicable 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 an Owner’s Association.

E. “**Project**” that portion of the Overall Project applicable to the Property, as distinguished from the TC Property.

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 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 that the Project is currently within the Corporate Limits of the Town and no further petition is required. Developer acknowledges that Project will be developed 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-13-22 and Ordinance # 23-01-18-003 and subsequent extensions of vested rights. Developer will construct the Project in accordance with the approved Master Subdivision Plan. The subdivision site plan for the Property shall be deemed to be a “Site Specific Development Plan” pursuant to Section 12.2.G.3 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 UDO, taking into account the previously dedicated open space submitted for site subdivision plan approval.

C. Intentionally Omitted.

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.

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 necessary therefor 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 Infrastructure; (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 Infrastructure; (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 Infrastructure; 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 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 Developer related to the Downtown North at Knightdale Station development shall be governed by this Subsection 4.E and, where applicable, the requirements of the North Carolina Department of Transportation, the approved Master Subdivision Plan and Standard Specifications.

(1) Developer shall make those street improvements set forth on Exhibit C attached hereto and incorporated herein. As used on Exhibit C, the term "completed" in the phasing schedule shall mean completion as determined by the Town Engineer following inspection of improvements, which determination and inspection will not be unreasonably withheld, conditioned or delayed. In the event of delay, Developer may post a bond of letter of credit in an amount equal to 125% of the estimated infrastructure cost.

(2) Developer shall install decorative mast arms at all intersections requiring traffic signals where improvements are made as depicted in the Master Subdivision Plan. Developer shall utilize decorative street signage and street lights within the development and at intersections where improvements are made as depicted in the Master Subdivision Plan.

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. Developer shall acquire the Off-site Easements at its sole cost and expense; provided that if, after reasonable efforts, Developer is not able to acquire one or more of the Off-site Easements or rights-of-way, Developer may, at its discretion and by written notice to the Town, request the Town 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, Developer 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 Developer 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 Developer 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 Developer has conclusively established that Developer 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. Architectural Construction Standards. Residential and nonresidential 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:

1. Residential driveways shall be a minimum of 18 feet long.
2. Townhome lots shall be a minimum of 18 feet wide.
3. Rear setbacks for all residential lots shall be a minimum 18-feet.
4. No landscaped buffers shall be provided; however alley screening shall be provided as indicated on the Master Subdivision Plan.
5. Alley separation may be reduced to as little as 50 feet as indicated on the Master Subdivision Plan.
6. The radius of alleys may be reduced as indicated on the Master Subdivision Plan.
7. Architectural Standards are provided for all building types as indicated in **Exhibit D.**
8. The applicant agrees that an element of the Utility Allocation and Annexation Agreement include a provision for future Town investment. This investment may include, but is not limited to, infrastructure, parking facilities, streetscape elements, stormwater control measures, and public art, consideration for this investment may include, but is not limited to, increased density, expedited mixed-use phasing schedules, additional streetscape elements, transportation/transit improvements and increased architectural design/control. Should the Town choose not to make any such investment this condition will not limit or delay the development of the property as outlined in the Planned Unit Development and subject to all other zoning conditions. Nothing in this condition should obligate the Town to make any such investment.
9. Should Developer or its successors or assigns acquire additional land adjacent or within a quarter mile (.25) to the existing Planned Unit Development which are, at the time, zoned Highway Business (HB) or Neighborhood Mixed-Use (NMX) those parcels may be incorporated into the Downtown North Planned Unit Development subject only to a rezoning to apply the Planned Unit Development. This rezoning will not require a site-specific development plan or additional study until such time that a site plan is submitted for administrative approval. The development of the parcels shall be subject to site plan review in

accordance with the Planned Unit Development including the allowable uses, design guidelines, and precedent imagery of the Town Center District's Gateway Subdistrict Standards.

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 10 acres of active and passive open space for the Overall Project, consisting of a pool and clubhouse, playground, a community park with an amphitheater, gathering areas with covered seating, private greenway trails, public art, fire pits, a dog park, enhanced landscaping, grilling stations, etc. 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.

C. All onsite amenities shall be constructed by phase as determined by Construction Drawing review.

D. Public access to the Mingo Creek Greenway shall be maintained during construction through a detour to a not less than 8-foot wide sidewalk/path along Pine Street within the Project. If a detour is deemed necessary by the Town, the Developer shall provide signage and maintain ADA access.

Section 8. Reimbursements. Any reimbursements or credits available to the Developer or TC 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 or TC Developer's benefit. References in this Agreement to "Developer's cost," "Developer's sole cost and expense" or similar words or phrases do not preclude Developer's or TC Developer's participation in any such reimbursement programs.

A. Provided Developer is not in default under this Agreement beyond applicable notice and cure periods, Developer will not be responsible for Transportation Fees.

B. Intentionally omitted.

C. Should the Town receive applicable and available state or federal funding or approve future general obligation bonds intended for transportation infrastructure, the Developer shall be eligible for reimbursement if the Town determines that the improvements are (i) identified as bond referendum projects, (ii) within the Town's Comprehensive Transportation Plan, or (iii) otherwise in

the interest of the Town.

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

A. Water and sewer allocation from the Town has been reserved in an amount appropriate to serve 668 residential dwellings and 459,000 square feet of non-residential space. Such reserved capacity from the Town shall be allocated to new development on the Property as plats for phases of the Property are approved and recorded.

B. Subject to denial of approval from another superior governmental agency and the timely performance by Developer of its obligations set forth described in Section 8 of this Agreement, the Town shall maintain the water and sewer allocation available for the Property in accordance with time periods established in the Phasing Schedule attached as **Exhibit C**. 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 the Town and/or the City of Raleigh to be sufficient to support the development approved.

D. Developer, TC 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, TC Developer 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. Developer and TC Developer acknowledge 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, Developer and TC Developer acknowledge that they receive 50 base points for a mixed-use development. Town acknowledges that Developer and TC Developer achieve 29 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 Developer 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 Developer's timely performance of its obligations hereunder, as the applicable deadlines may be extended pursuant to this Section 10.

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 the 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 as a result of the negligent or intentional misconduct of Developer or Developer’s contractors or subcontractors or anyone directly or indirectly employed by or contracting with any of them or their agents. In performing its duties under this Section 11, Developer shall, at its sole expense, defend all claims with legal counsel reasonably acceptable to Town.

C. Other Provisions Separate. Nothing in this Section 11 shall affect any warranties in favor of Town that are otherwise provided in or arise out of this Agreement. This Section 11 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 Subsection 11(B), which are caused by third-parties (*i.e.*, by parties other than the Town or the Town’s employees, agents or contractors), 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 11 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 Developer’s Obligation. Subsections “A” and “B” above shall not require Developer to indemnify or hold harmless the Town against liability for Charges resulting from the negligence or willful act or omission of the Town.

Section 12. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the 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 its 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. The Town shall incur no liability to the Developer for any losses or damages it may incur as result of or in

connection with the 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. Construction of Agreement. This Agreement supersedes and replaces all prior understandings and agreements between the Town 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 the Town and Developer that cannot be reconciled, the provisions of this Agreement shall control. Notwithstanding the foregoing, this Agreement does not supersede the Master Subdivision Plan, but to the extent that this Agreement expressly and directly contradicts the Master Subdivision Plan in a manner that cannot be reconciled, this Agreement will control. Subject to the foregoing, to the extent of an irreconcilable conflict or inconsistency between this Agreement and the Standard Specifications, the provisions of this Agreement shall control.

H. Amendment. This Agreement shall not be modified in any manner except in writing, signed by Town, Developer and TC Developer.

I. 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.

J. 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.

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

L. 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.

M. 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 equal to the longer of (a) seven (7) years following recording of this Agreement in the Wake County Registry or (b) one (1) year after final completion of the Project in accordance with the Master Subdivision Plan, as the same may be amended and expanded from time to time, including pursuant to Section 6.9 of this Agreement.

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 or applicable Owners Association 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 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. This Agreement was ratified by the Town Council at an open meeting on August 21, 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 actual damages as to which the Town may be entitled, plus reasonable and actually incurred 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 may seek injunctive relief, a declaratory judgment, specific performance and other remedies available at law or in equity, but '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. As of the date of this Agreement neither party has asserted any claims, counterclaims, rights of offset against the other concerning the subject matter of this Agreement. 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, Developer, on behalf of itself and its 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, 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 Developer, its 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, 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 Smith, 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: _____, 2024

[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

[signature page to Utility Allocation Agreement (NMX Property)]

STANLEY MARTIN HOMES, LLC
a Delaware limited liability company

By: _____
W. Hampton Pitts
Division President

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: W. Hampton Pitts, as Division President of Stanley Martin Homes, LLC.

Today's Date: _____, 2024

[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]

JOINDER OF TC DEVELOPER

TC Developer joins in the execution of this Agreement for the following limited purposes: (1) acknowledging and consenting to its terms and conditions; and (2) binding, subjecting and subordinating the following security instruments and its interest in the Property to the terms, covenants and conditions of this Agreement: North Carolina Deed of Trust recorded in Book 19385, Page 63, Wake County Registry (pursuant to N.C. Gen. Stat. 45-45.3, the trustee of the above-described deed of trust is not required to join in the execution of this instrument); but with the express understanding of the Town and Developer that this Agreement does not burden the TC Property, just as the TC Agreement shall not burden the Property.

7208 Partners LLC
a North Carolina limited liability company

By: _____

Name: _____

Title: _____

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: _____ and _____, each as _____ of 7208 Partners LLC.

Today's Date: _____, 2024

[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-1** Property Description
- Exhibit A-2** TC Property Description
- Exhibit B** Master Plan
- Exhibit C** Phasing Schedule
- Exhibit D** Architectural Standards & Elevations
- Exhibit E** Bonus Points - Water Allocation Policy

EXHIBIT A-1

Property Description

BEING all of New Lot 1 (+/- 1.0001 acres), New Lot 2 (+/- 0.5166 acres), New Lot 3 (3.2246 +/- acres) and New Lot 4 (+/- 54.5433 acres) as shown on the plat entitled Recombination Plat for Suggs Assemblage recorded on July 11, 2023 in Book of Maps 2023, Page 1209, Wake County Registry.

EXHIBIT A-2

TC Property Description

Tract 1

BEING all of New Lot 5 (+/- 16.0011 acres) and New Lot 6 (+/- 14.4553 acres) as shown on the plat entitled Recombination Plat for Suggs Assemblage recorded on July 11, 2023 in Book of Maps 2023, Page 1209, Wake County Registry

Tract 2

BEGINNING at a point in the northwestern right-of-way line of First Avenue (S.R. #2049), said point being distant in a northwestern direction as measured along the northeastern right-of-way line of First Avenue (S.R. #2049) 885 feet to the right-of-way line of Sycamore Street; runs thence North 62 degrees 00' West 210.0 feet to a point; continues thence North 18 degrees 51' East 200.00 feet to a point; continues thence South 64 degrees 44' East 210.0 feet to point in the northwestern right-of-way line of First Avenue (S.R. #2049), runs thence along the right-of-way line of First Avenue (S.R. #2049) South 18 degrees 47' West 210 feet to the point and place of beginning, all in accordance with a survey entitled "Property of Robert W. Faulkner and wife, Catherine W. Faulkner" by Wilton C. Grimes, Registered Surveyor, dated September 2, 1977.

For informational purposes only, PINS:

1754-55-4469
1754-55-2480
1754-55-1095
1754-45-9742
1754-35-9542

EXHIBIT B

Master Plan

EXHIBIT C

Phasing Schedule and Schedule of Improvements

1. Prior to approval of the first final subdivision plat for the Property, Developer shall construct:
 - a. The improvement of Fourth Avenue between Oakwood Street and Pine Street, including the tie-in to existing Pine Street roadway asphalt at its intersection with Fourth Avenue.
 - b. The extension of Oakwood Street from Fourth Avenue to Third Avenue.
An eastbound left turn lane on Main Street at Fifth Avenue.
2. Prior to approval of a final subdivision plat for ≥ 160 dwellings within the Property, Developer shall construct:
 - a. A mini-traffic circle at the intersection of Main Street and Fourth Avenue.
 - b. The improvement of Fourth Avenue from Oakwood Street to N. Smithfield Road, to include the creation of new parallel parking spaces in the vicinity of Harper Park by:
 - i. adding striped parallel spaces to existing pavement in Second Avenue between Main Street and Maple Street;
 - ii. adding striped parallel spaces within Fourth Avenue between Main Street and Oakwood Street;
 - iii. constructing other parallel spaces within Main Street to the extent that slopes and rights of way permit.
 - c. A traffic circle at the intersection of N. Smithfield Road and Fourth Avenue. Traffic circle design shall not include any dedicated turn lanes as part of the design.
 - d. A southbound left turn lane on N. Smithfield Road and restrict the westbound approach on Main Street to a left-in/right-in/right-out approach. Monitor the intersection for a traffic signal. Install the signal if and when warranted in coordination with the Town and NCDOT.
 - e. Provide a payment in lieu of construction for black powder coated decorative mast arms for the traffic signals needed for the intersection improvement construction project at Smithfield Road and N. First Avenue.
3. Prior to approval of a final subdivision plat for ≥ 300 dwellings within the Property, Developer shall construct:
 - a. The extension of Fourth Avenue from Pine Street to Knightdale Boulevard. The northbound approach of Fourth Avenue to Knightdale Boulevard as a right-in/right-out intersection.

- b. An eastbound right turn lane on Knightdale Boulevard at Fourth Avenue to include 200 feet of storage. This shall be designed to become part of the shared thru/right turn lane in the future improvements.
 - c. A traffic circle at N. First Avenue and Knightdale Station Run. The improvement shall include a dedicated southbound right turn lane with at least 100 feet of storage on N. First Avenue at Knightdale Station Run unless the Town and NCDOT determine the turn lane is not needed.
 - d. The extension of Knightdale Station Run from N. First Avenue to Fourth Avenue including a traffic circle at the intersection of Knightdale Station Run with Fourth Avenue.
 - e. The roadway connections to the existing Old Town street network, including:
 - i. Third Avenue between Poplar Street and Pine Street
 - ii. Poplar Street between Third Avenue and Second Avenue
 - iii. Sycamore Street between Third avenue and Second Avenue
 - iv. Second Avenue between Willow Street and Sycamore Street
4. Property improvements related to Master Subdivision Plan implementation and phasing:
- a. Developer and Town shall work jointly on the design of placemaking elements such as lighting, signage, streetscapes and materials, monumentation, etc.
 - b. The greenway connecting Pine Street to the Mingo Creek Greenway (or applicable detour) shall be constructed before any temporary closure of the Mingo Creek Greenway along Sycamore Street if such a temporary closing is needed to construct residential units or transportation improvements in that vicinity. (cf. Subsection 7.D, hereof)
 - c. Water line(s) within Fourth Avenue to be installed at not less than 12-inch diameter from Knightdale Boulevard to N. Smithfield Rd with not less than 8-inch extensions through the NMX district and within the roadway connections discussed in item 3.e, above, such that Old Town is provided with improved utility access and service quality.
 - d. The Mingo Creek outfall shall be improved according to the following phasing:
 - i. Developer shall submit to City of Raleigh a downstream sewer capacity analysis for the Mingo Creek outfall prior to construction documents being approved for any phase of the Project.
 - ii. Developer shall submit improvement plans for necessary repairs and upgrades of the Mingo Creek outfall and City of Raleigh shall have approved the same prior to issuance of ≥ 160 building permits within or upon the Property and/or prior to the issuance of any building permits within or upon the TC Property.
 - iii. Developer shall substantially complete all Mingo Creek outfall improvements such

that said improvements are entered into service prior to the issuance of any certificates of occupancy within or upon the TC Property.

5. The following improvements are identified as potential partnerships between the Town and the developer whereby the Town would potentially provide financing or funding, in part or in whole, the improvements or enhancements for the developer to construct:
 - a. Public art in the center of the traffic circle projects.
 - b. Any portions of Developers' improvements to the Mingo Creek outfall not reimbursed through City of Raleigh policies or programs.
 - c. Widening the existing sidewalk along N. Smithfield Road between the Mingo Creek Greenway extension and the Downtown North sidepath northern terminus. The improvement will create a consistent 10 feet sidepath/sidewalk width for the east side of the N. Smithfield Road corridor between McKnight Drive and Main Street.
 - d. A midblock crosswalk at Carrington Drive.
 - e. Construction of stormwater detention, treatment capacity, or pipe conveyances within the Project which are capable of providing stormwater service to a portion of Old Town.

EXHIBIT D

Single Family Dwelling Architectural 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 Building Type Standards found in UDO Chapter 6 and the additional conditions listed below:

1. Foundations shall be crawl spaces or elevated slab foundations which shall be at least 18-inches in height measured at no less than one point on the front façade of the House. Foundations shall be wrapped in brick or stone on all sides except where a driveway ties into a garage, where applicable.
2. All House type buildings which are either located on the corner at an intersection of public streets, or located on the corner at the intersection of a public street with an alley (public or private) shall be constructed with a front porch, of greater than or equal to six (6) feet in depth, at least one half (50%) of the measurement of the width of the plane of the house to which the porch is affixed [measured at the opposing outside edges of the siding or trim on the of the plane of the house to which the porch is affixed].
3. The Master Subdivision Plan shall identify the corners described above and shall further specify that no more than two adjacent houses may be constructed without porches as described, above.
4. All House type buildings which do not have a porch, (defined above) shall have a stoop of greater than or equal to six (6) feet in depth, measured from the front plane of the house to lesser of (a) the inside edge of the front soffit (or equivalent) of the porch or stoop, or (b) the outside of any columns or railings, and shall be greater than or equal to six (6) feet in width [measured by (a) the outside of any columns and/or railings, or (b) the inside of any soffits, (whichever is less)].
5. Each House with a side property line abutting or adjoining (proposed) Fourth Avenue shall have a porch or stoop projecting not less than 5-feet in depth on or along the side closest to the right-of-way of Fourth Avenue.
6. Wall materials may include wood, synthetic wood, cementitious boards, brick, stone, cultured stone, stucco, and architectural metal. Wall material components of vinyl /polyvinyl material may only be used as a trim or accent material.
7. Front facades shall be comprised of a minimum of two (2) of the listed wall materials, of which the brick or stone required for the foundation, above, shall count for one (1).
8. Principle roofs shall have a pitch of not less than 6:12.
9. Eaves shall project not less than 6-inches except for bay window or similar façade projections which may have eaves of not less than 2-inches.
10. Rot-resistant trim material of no less than 3.5 inches in width shall be installed around all windows and doors.
11. Windows and Doors, themselves, and relevant jambs and casings shall be of rot-resistant wood, woodlook materials, or equivalent materials if security, durability, or fire-resistance take precedence.
12. Metal ‘coil-stock’ trim shall only be permitted for drip edge locations. All soffits, eaves, and fascia will be constructed and/or clad with rot-resistant cementitious or synthetic boards.
13. Roofs – Roofs shall be clad in one or more of the following: standing-seam metal, slate, wood, or architectural asphalt shingles. Flat roof assemblies, or other roof assemblies of less than or equal to 3:12 pitch (excluding stoops and terraces) which face a street (excluding alleys) and which are clad in any materials other than standing-seam metal, shall be surrounded by a parapet, railing, cornice, or eave structure.

14. Buildings shall not have uninterrupted wall planes greater than 30 feet in any direction visible from any street from any side of the building. Glazed windows, entry doors, cantilevers, band boards, water tables, jogs/offsets, and other similar architectural breaks shall be used to interrupt wall planes as appropriate.
15. Buildings shall not have uninterrupted roof planes or parapet planes of greater than 30 feet in any direction. Steps, corbels, or jogs/offsets shall be used to interrupt roof planes or parapet planes.
16. A minimum of four (4) of the below listed architectural features including at least one (1) feature from each of the three (3) categories shall be utilized on each house:
 - a. Entrance
 - i. 6-inch minimum width door trim or sidelights
 - ii. Glazed panel in entry door
 - iii. Covered porch not less than 6-feet deep and extending more than 50% of the façade
 - b. Façade
 - i. Bay Window
 - ii. Window Trim (4-inch minimum width)
 - iii. Shutters
 - iv. Patterned Finish (Scales, Shakes, Wainscoting, Board & Batten, etc.)
 - c. Roof
 - i. Dormer
 - ii. Gable
 - iii. Chimney
 - iv. Rooftop amenity space

EXHIBIT D
(cont'd)

Townhouse Architectural Standards

The Developer has provided actual townhouse elevations that will be built in the subdivision (included in PUD document). 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. The Master Subdivision Plan shall designate that at least 20%, but not more than 30%, of Townhouse buildings will be a minimum of two-stories in height as described by chapter 3 of the UDO.
2. Any townhouses greater than or equal to 24-feet in width shall have a two-car garage.
3. Townhome buildings shall be less than 200-feet wide, regardless of the number of townhomes in the building.
4. Foundations shall be crawl spaces or elevated slab foundations which shall be at least 18" in height measured at no less than one point on the front façade of each Townhouse. Foundations shall be wrapped in brick or stone on all sides except where a driveway ties into a garage, where applicable.
5. Thirty Percent (30%) of the Townhouses in any townhouse building cluster shall be constructed with a front porch of greater than or equal to five (5) feet in depth, [measured from the front plane of the house to lesser of (a) the inside edge of the front soffit (or equivalent) of the porch, or (b) the front of any columns or railings,] and which shall cover, [measured by (a) the outside of any columns and/or railings, or (b) the inside of any soffits, (whichever is less)], at least one half (50%) of the measurement of the width of the plane of the house to which the porch is affixed [measured at the opposing outside edges of the siding or trim on the of the plane of the house to which the porch is affixed].
6. All Townhouse type buildings which do not have a porch, (defined above) shall have a stoop of greater than or equal to five (5) feet in depth, measured from the front plane of the house to lesser of (a) the inside edge of the front soffit (or equivalent) of the porch or stoop, or (b) the outside of any columns or railings, and shall be greater than or equal to five (5) feet in width [measured by (a) the outside of any columns and/or railings, or (b) the inside of any soffits, (whichever is less)].
7. Each Townhouse with a side property line abutting or adjoining (proposed) Fourth Avenue shall have a porch or stoop projecting not less than 5' in depth on or along the side closest to the ROW of Fourth Avenue.
8. Wall materials may include wood, synthetic wood, cementitious boards, brick, stone, cultured stone, stucco, and architectural glass and/or metal. Wall material components of vinyl /polyvinyl material may only be used as a trim or accent material.
9. Front facades shall be comprised of a minimum of two (2) of the listed wall materials, of which the brick or stone required for the foundation, above, shall count for one (1).
10. Principle roofs shall have a pitch of not less than 6:12.
11. Eaves shall project not less than 6" except for bay window or similar façade projections which may have eaves of not less than 2".
12. Rot-resistant trim material of no less than 3.5 inches in width shall be installed around all windows and doors.
13. Windows and Doors, themselves, and relevant jambs and casings shall be of rot-resistant wood, woodlook materials, or equivalent materials if security, durability, or fire-resistance take precedence.

14. Metal ‘coil-stock’ trim shall only be permitted for drip edge locations. All soffits, eaves, and fascia will be constructed and/or clad with rot-resistant cementitious or synthetic boards.
15. Roofs – Roofs shall be clad in one or more of the following: standing-seam metal, slate, wood, or architectural asphalt shingles. Flat roof assemblies, or other roof assemblies of less than or equal to 3:12 pitch (excluding stoops and terraces) which face a street (excluding alleys) and which are clad in any materials other than standing-seam metal, shall be surrounded by a parapet, railing, cornice, or eave structure.
16. Buildings shall not have uninterrupted wall planes greater than 30 feet in any direction visible from any street from any side of the building. Glazed windows, entry doors, cantilevers, band boards, water tables, jogs/offsets, and other similar architectural breaks shall be used to interrupt wall planes as appropriate. Buildings shall not have uninterrupted roof planes or parapet planes of greater than 30 feet in any direction. Steps, corbels, or jogs/offsets shall be used to interrupt roof planes or parapet planes.
17. A minimum of five (5) of the below listed architectural features including at least one (1) feature from each of the four (4) categories shall be utilized on each unit:
 - a. Entrance
 - i. 6” min. width door trim or sidelights
 - ii. Glazed panel in entry door.
 - iii. Covered porch not less than 5’ deep and extending more than 50% of the facade.
 - b. Building Off-Set (Min. of 2 per building cluster)
 - i. Facade Off-set (12” min.)
 - ii. Roof Line off-set (12” min.)
 - c. Façade
 - i. Bay Window
 - ii. Window Trim (4” min. width)
 - iii. Shutters
 - iv. Patterned Finish (Scales, Shakes, Wainscoting, Board & Batten, etc.)
 - d. Roof
 - i. Dormer
 - ii. Gable
 - iii. Chimney
18. Proposed home elevations are included with the PUD and are approved with the PUD. Additional elevations and future reconstruction or renovation are permitted to the extent the above conditions are met.

EXHIBIT D
(cont'd)

Multi-Family Architectural Standards

The Developer has provided actual multifamily elevations that will be built in the subdivision (included in PUD document). 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. All apartment buildings shall have vehicular/parking access from an alleyway or similar accessway at the rear or side of the Apartment and shall not have a garage within the front façade nor any other off-street parking in the front yard.
2. Rot-resistant trim material of no less than 3.5 inches in width shall be installed around all windows and doors.
3. Windows and Doors, themselves, and relevant jambs and casings shall be of rot-resistant wood, woodlook materials, or equivalent materials if security, durability, or fire-resistance take precedence.
4. Metal ‘coil-stock’ trim shall only be permitted for drip edge locations. All soffits, eaves, and fascia will be constructed and/or clad with rot-resistant cementitious or synthetic boards.
5. Roofs – Roofs shall be clad in one or more of the following: standing-seam metal, slate, wood, or architectural asphalt shingles. Flat roof assemblies, or other roof assemblies of less than or equal to 3:12 pitch (excluding stoops and terraces) which face a street (excluding alleys) and which are clad in any materials other than standing-seam metal, shall be surrounded by a parapet, railing, cornice, or eave structure.
6. Buildings shall not have uninterrupted wall planes greater than 30 feet in any direction visible from any street from any side of the building. Glazed windows, entry doors, cantilevers, band boards, water tables, jogs/offsets, and other similar architectural breaks shall be used to interrupt wall planes as appropriate. Buildings shall not have uninterrupted roof planes or parapet planes of greater than 30 feet in any direction. Steps, corbels, or jogs/offsets shall be used to interrupt roof planes or parapet planes.
7. Foundations – The foundations of all buildings shall have a masonry-type cladding from the elevation of the finished grade to no less than the elevation of the floor of the front porch or stoop. Masonry-type cladding may consist of brick, stone, or cultured stone.
8. Masonry finishes totaling not less than 50% of the area of all vertical planes less the area(s) which are counted towards Façade Articulation as described above.
9. Mechanical and Electrical Equipment - As allowed by North Carolina Residential Code, and excepting plumbing vents, clothes dryer vents, attic vents, and bath fan vents, the mechanical components of structures shall be screened to limit or proscribe visibility from public rights-of-way via one of the following:
 - a. opaque landscaping
 - b. building-matched wing walls
 - c. parapets
 - d. architectural screens or louvers
 - e. opaque fencing
 - f. an equivalent residential-context visual-obstruction.

Plumbing vents, clothes dryer vents, attic vents, bath fan vents and equivalent apparatuses shall be either

- a. incorporated into the structure
- b. placed in inconspicuous locations

- c. be colored to match the building plane which they penetrate, and/or be trimmed in the same fashion as windows and doors and colored to match the trim.
10. Porches and Stoops – Building entrances shall have inset or projecting porches or stoops (or a combination of inset and projecting) which insets and/or projections shall total at least five (5) feet in depth *[measured from the outward-facing Entrance Door of the apartment to lesser of (a) the inside edge of the front facia (or equivalent) of the porch, or (b) the inside of any columns or railings]*.
 11. Proposed home elevations are included with the PUD and are approved with the PUD. Additional elevations and future reconstruction or renovation are permitted to the extent the above conditions are met. If the above conditions cannot be met and a material deviation from the approved elevations is proposed, a separate conditional site plan review & approval shall be required.

EXHIBIT E

Water Allocation Policy Compliance

	Points
Base Points – Mixed-Use Development	50
Options to Obtain additional 35 points:	
Residential Architectural Standards	15
Pool	1
On-Street Public Parking	4
Clubhouse, less than 2,500 square feet	5
Outdoor Display of Public Art	4
<i>Total Proposed Bonus Points:</i>	<i>29</i>
Total Points (50 Points Required)	79