

Prepared by and return after recording to:

Parker Poe Adams & Bernstein (Russell Killen)  
301 Fayetteville Street, Suite 1400  
Raleigh, North Carolina 27601

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**SECOND AMENDMENT TO MERRITT HINTON OAKS CONDITIONAL  
DISTRICT UTILITY ALLOCATION AGREEMENT**

This SECOND AMENDMENT TO MERRITT HINTON OAKS CONDITIONAL DISTRICT UTILITY ALLOCATION AGREEMENT (this “**Second Amendment**”), made and entered into this 18<sup>th</sup> day of September, 2024, by and between Merritt MW1, LLC (as assignee from Merritt Acquisitions, LLC), a North Carolina limited liability company (“**Owner**”) and the Town of Knightdale, North Carolina (the “**Town**”) (Owner and the Town hereinafter collectively referred to as the “**Parties**”).

**WITNESSETH:**

WHEREAS, the Parties have entered into that certain Utility Allocation Agreement dated February 17, 2021, and recorded in Book 18468, Pages 0312-0341 of the Wake County Register of Deeds (the “**UAA**”) for the purposes of setting forth certain rights and obligations relating to Owner’s development of real property (PINS 1744-56-6995, 1744-47-9093, 1744-47-6090, 1744-47-9612) consisting of 46.21 acres, more or less, within the planning jurisdiction of the Town (the “**Project**”) as more particularly described in the UAA; and

WHEREAS, the Parties desire to modify and amend the UAA according to the terms outlined below,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the UAA.

2. Revision to Section 4.E. Section E. of the UAA, Public Road Improvements, shall be replaced in its entirety by the following:

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

1. Knightdale Boulevard:
  - a. Owner shall modify the traffic signal phasing/ timings to reduce queuing at the intersection.
  - b. Owner shall extend the dual eastbound left-turn lanes to provide 400 feet of storage for each.
  - c. Owner shall install a pedestrian crossing and associated improvements as shown on Exhibit E.
  
2. Hinton Oaks Boulevard:
  - a. Owner shall add pedestrian crossing and safety infrastructure at Shoppes at Midway Drive and the Target site drive, including Rectangular Rapid Flash Beacons, high-visibility crosswalks, and a stamped concrete/asphalt crosswalk.
  
3. Revision to Exhibit E. Exhibit E to the UAA shall be replaced in its entirety by the Exhibit E attached to this Second Amendment.
  
4. Issuance of Final Certificates of Occupancy. Upon completion of the improvements described in 4.E. and Exhibit E, the Town will issue final certificates of occupancy for all buildings in the Project currently operating under temporary certificates of occupancy.
  
5. Remaining Provisions of UAA Still in Force. All remaining provisions of the UAA not inconsistent with this First Amendment are hereby ratified and confirmed, and shall remain in full force and effect.
  
6. Miscellaneous. The foregoing is intended to be an addition and a modification to the UAA. Except as modified and amended by this First Amendment, the UAA shall remain in full force and effect. If anything contained in this First Amendment conflicts with any terms of the UAA, then the terms of this First Amendment shall govern and any conflicting terms of the UAA shall be deemed deleted in their entirety. Each party to this First Amendment shall execute all instruments and documents and take such further action as may be reasonably required to effectuate the purposes of this First Amendment. This First Amendment may be modified only by a writing executed by the parties hereto. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The invalidity of any portion of the First Amendment shall not have any effect on the balance hereof. This First Amendment shall be binding upon the parties hereto, as well as their successors, heirs, executors and assigns. This First Amendment shall be governed by, and construed in accordance with, North Carolina law.

SIGNATURES APPEAR ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the parties hereby execute this First Amendment as of the dates set below.

ATTEST:

TOWN OF KNIGHTDALE,

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Town Clerk

\_\_\_\_\_, Mayor Pro Tem

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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 \_\_\_\_\_ sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Date: [\_\_\_\_\_] [\_\_], 2024

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires:

This Agreement complies with the provisions of the North Carolina Fiscal Control Act.

\_\_\_\_\_  
Budget Officer

MERRITT ACQUISITIONS, LLC, a North Carolina limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF [\_\_\_\_\_]

COUNTY OF [\_\_\_\_\_]

I certify that \_\_\_\_\_ personally appeared before me this day acknowledged that (s)he is Manager of MERRITT ACQUISITIONS, LLC, a North Carolina limited liability company, and that (s)he, in such capacity and being authorized to do so, executed the foregoing on behalf of said limited liability company for the purposes stated therein.

Date: [\_\_\_\_\_] [\_\_\_\_], 2024

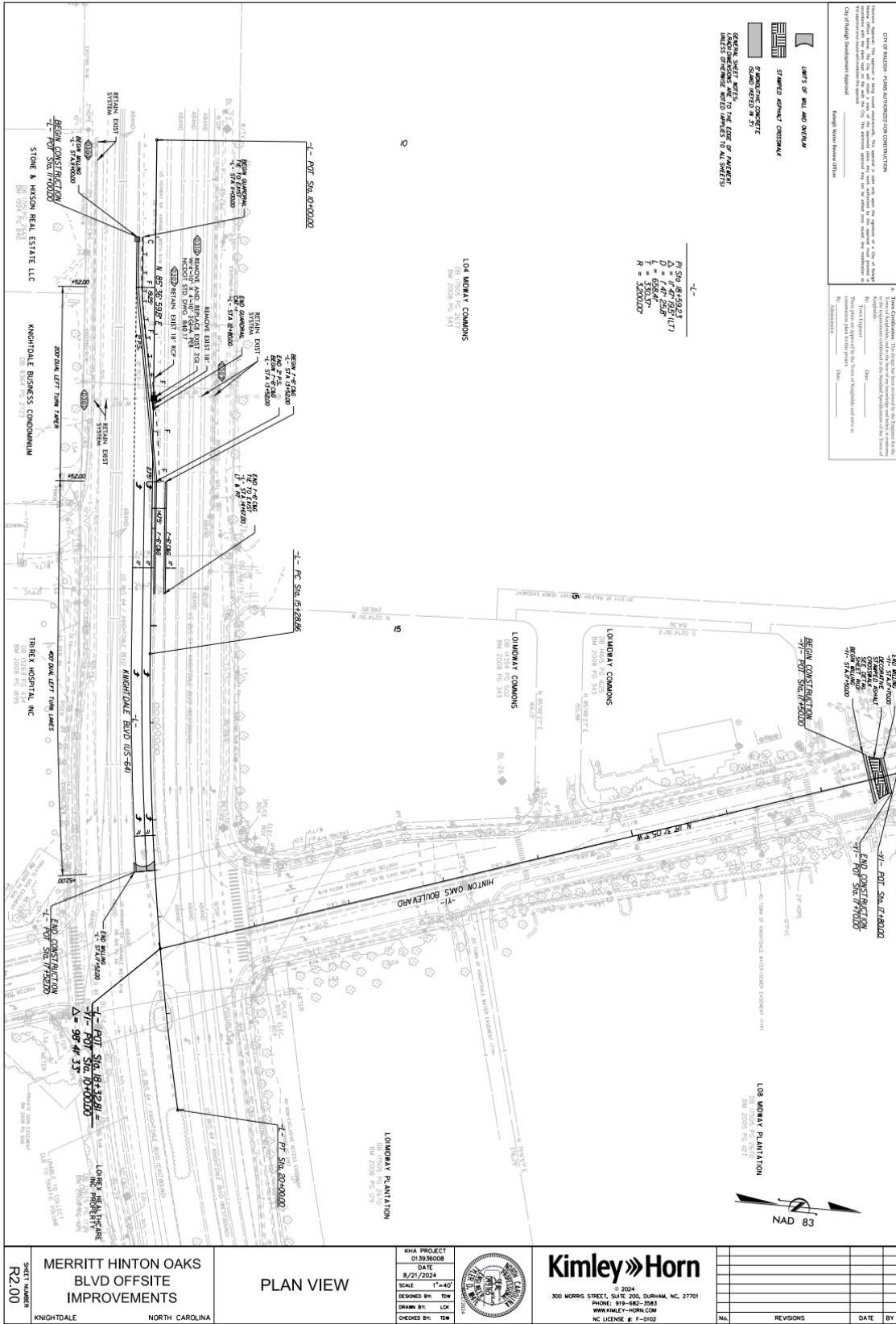
\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Notary printed or typed name

My commission expires:

[OFFICIAL SEAL]  
\_\_\_\_\_

# Exhibit E



CITY OF RALEIGH PLANS AUTHORIZED FOR CONSTRUCTION

REVISIONS:

NO.	REVISIONS	DATE	BY

LIMITS OF MAIL AND OVERLAY

STANDARD SYMBOL CROSSMARK

GENERAL CONTRACTOR

GENERAL CONTRACTOR'S NOTES

CONSTRUCTION SHALL BE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED OTHERWISE TO ALL SHEETS

$P = 514.8110225$   
 $D = 147.2529$   
 $L = 65.8417$   
 $R = 1200.007$

LOUIMWAY COMMONS

BM 2008 PG 343

LOUIMWAY PLANTATION

BM 2008 PG 127



MERRITT HINTON OAKS  
BLVD OFFSITE IMPROVEMENTS

KNIGHTDALE NORTH CAROLINA

SHEET NUMBER  
R2.00

PLAN VIEW

KHA PROJECT  
013936008

DATE  
8/21/2024

SCALE  
1"=40'

DESIGNED BY  
TWM

DRAWN BY  
LCK

CHECKED BY  
TWM



**Kimley-Horn**

© 2024

300 MORRIS STREET, SUITE 200, DURHAM, NC, 27701

PHONE: 919-482-3888

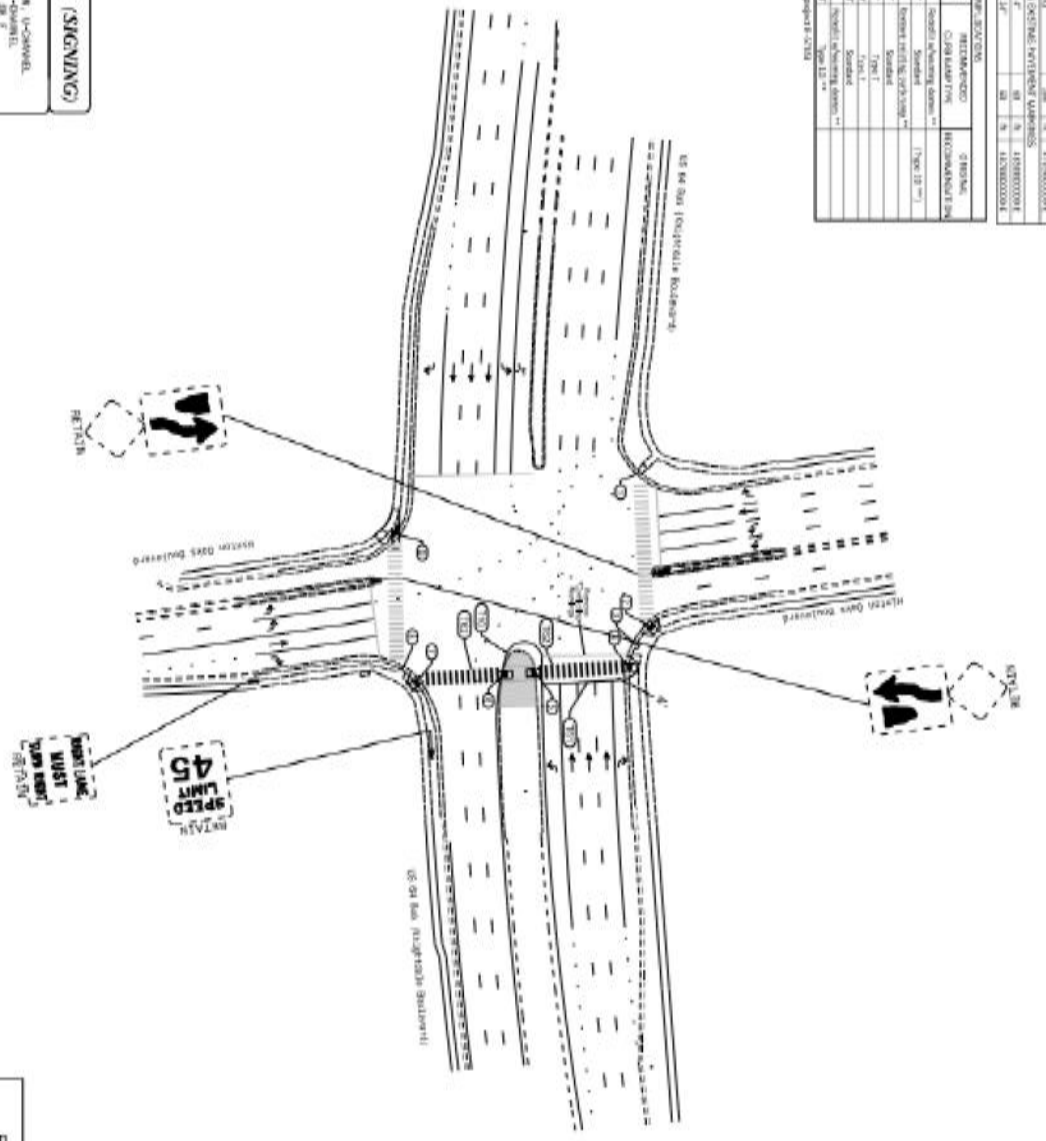
WWW.KIMLEY-HORN.COM

NC LICENSE # F-0102

PAVEMENT QUANTITIES			
Spreads	Description	Quantity	Notes
1	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
2	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
3	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
4	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
5	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
6	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
7	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
8	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
9	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000
10	ASPHALT CONCRETE (1 1/2" - 2")	300	1.18800000

CLASS	DESCRIPTION	QUANTITY	UNIT
1	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
2	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
3	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
4	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
5	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
6	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
7	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
8	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
9	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.
10	ASPHALT CONCRETE (1 1/2" - 2")	300	sq. yd.

- PAV ITEM NOTES (SIGNING):**
1. DESIGNER AT SIGN CENTER, WASHINGTON, DC
  2. FIELDWORK BY SIGN CENTER, WASHINGTON, DC
  3. ERECTION BY SIGN CENTER, WASHINGTON, DC
  4. SIGN ERECTION, TYPE E
  5. SIGN ERECTION, FUTURE TYPE E



**25% PLANS**

EXISTING/PROPOSED SIGNING,  
EXISTING/PROPOSED PAVEMENT MARKINGS,  
& EXISTING/PROPOSED CURB RAMPS

PROJECT NO. 15002-04 SHEET NO. 4020/19-3

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**INCOMPLETE PLANS**  
DO NOT BE USED FOR CONSTRUCTION

DESIGNED BY: STATTEC  
CHECKED BY: STATTEC  
DATE: 11/15/11

**Stattec**