Town of Youngsville
Board of Commissioners
P. O. Box 190 / 134 US 1A South
Youngsville, NC 27596
(919) 925-3401 / (919) 925-3402 – Fax
CustomerService@Youngsvillenc.gov
www.youngsvillenc.gov

AGENDA
REGULAR MEETING
AUGUST 14, 2025
7:00PM
YOUNGSVILLE TOWN HALL
134 US 1A SOUTH

If joining via Microsoft Teams, use the following link:
https://tinyurl.com/Yville-BoC
If joining via phone, use the following dial-in info:
Phone Number: **872-240-8002**
Conference code: **850 017 300#**
Register for Public Comment at:
www.youngsvillenc.gov/comment

1. CALL TO ORDER AND INVOCATION

2. APPROVAL OF AGENDA

3. PUBLIC HEARING – DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF YOUNGSVILLE, BRD LAND & INVESTMENT MANAGEMENT LLC, AND BRDL ROLLING MEADOWS LLC
    i. OPEN HEARING TO THE PUBLIC
    ii. STAFF REPORT
    iii. COMMENTS FROM PUBLIC
    iv. CONTINUE OR CLOSE HEARING

4. CITIZENS' COMMENTS

5. CONSENT AGENDA
    A. MINUTES FROM THE REGULAR BOARD MEETING – JULY 10, 2025
    B. FINANCE REPORT
    C. FIRE DEPARTMENT REPORT
    D. PARKS AND RECREATION REPORT
    E. PLANNING AND ZONING REPORT
    F. POLICE DEPARTMENT REPORT
    G. PUBLIC WORKS REPORT
    H. TAX COLLECTOR'S REPORT
    I. PROCLAMATION – NATIONAL NIGHT OUT
    J. RESOLUTION ADOPTING ORDINANCE CORRECTING ROLLING MEADOWS REZONING PIN

6. OLD BUSINESS

    A. RESOLUTION TO AUTHORIZE THE TOWN MANAGER AND TOWN ATTORNEY TO PURCHASE 1.933 ACRES FOR $110,000 FOR THE REMAINDER OF THE BYPASS CONNECTION BETWEEN CEDAR CREEK AND TARBORO ROADS

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ACTION REQUESTED: APPROVE RESOLUTION AS PRESENTED

7. NEW BUSINESS

   A. DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF YOUNGSVILLE, BRD LAND & INVESTMENT MANAGEMENT LLC, AND BRDL ROLLING MEADOWS LLC

      ACTION REQUESTED: APPROVE DEVELOPMENT AGREEMENT

   B. CEDAR CREEK ROUNDABOUT PROJECT BUDGET FUND 306

      ACTION REQUESTED: ADOPT FUND 306 CAPITAL PROJECT BUDGET FOR THE CEDAR CREEK ROUNDABOUT IN THE AMOUNT OF $1.5 MILLION

8. REPORTS AND OTHER BUSINESS
   A. MAYOR
   B. COMMISSIONERS
   C. TOWN ATTORNEY
   D. STAFF

9. CLOSED SESSION – NONE

10. ADJOURN

This is a public meeting subject to North Carolina open meetings and public records law. To preserve public records and increase transparency, video, and audio recordings are performed at all public meetings. Please note that these recordings, the clerk's detailed minutes of all meetings, and any documents reviewed during meetings are in the public domain and may be disclosed to third parties.

Planning Staff Report
by Lucy Garcia, Planning Director

Meeting Dates:
Planning Board Meeting: July 24, 2025
Board of Commissioners: August 14, 2025

Development Agreement to Construct Roundabout in Alignment with Town Plans

ITEM: Consider the plan consistency of a draft development agreement (DA) (enclosed) by and between the Town of Youngsville, BRD Land & Investment Management, LLC, and BRDL Rolling Meadows, LLC. The Town proposes covering cost differences between a T-intersection and roundabout connecting the Rolling Meadows neighborhood (initially approved in 2022) to Cedar Creek Road. Building the roundabout first will cause less traffic disruption and cost significantly less than replacing an existing T-intersection and turn lanes.

This agreement ensures that the first leg of the Youngsville bypass is installed per adopted plans, in alignment with Town-owned right-of-way. It further prevents duplication of work and prevents any reconstruction during the installation of the Rolling Meadows connector road to Cedar Creek Road.

Planning staff affirms that the proposed DA is consistent with Youngsville 2050 Comprehensive Land Use and Transportation Plan (CLUTP)'s "Big Move" D: Construct planned Bypass east and north of downtown. The Town is authorized to enter into a development agreement by both the Youngsville Development Ordinance and North Carolina General Statutes, as described in the enclosed document.

MOTION FROM PLANNING BOARD INCLUDING PLAN CONSISTENCY STATEMENTS

At their July 24 regular meeting, the Planning Board voted unanimously to accept the planning staff report and recommend the Board of Commissioners approve the Development Agreement because (1) the entrance into a Development Agreement is authorized by NCGS Chapter 160D Article 10, and the Town of Youngsville Development Ordinance (2) the amendments are consistent with the Youngsville 2050 CLUTP's "Big Move" of Constructing the Bypass.

Enclosed:
Development Agreement Draft
Exhibit A: Concept Plan for Rolling Meadows Approved Upon Rezoning, dated August 18, 2022
Exhibit B: Survey of Property Subject to Agreement, dated June 23, 2022
Exhibit C: Overall Site Development Plan showing Each Phase of the Project, dated July 17, 2025
Exhibit D: Sketches (30%) for Roundabout Project
Exhibit E: Drawing Depicting Proposed T-Intersection
Exhibit F: Overlap Map Comparing Roundabout Project and Proposed T-Intersection
Exhibit G: Development Schedule
Exhibit H: Cost Estimates for Roundabout Project, Proposed T-Intersection Project, and Cost Difference
Exhibit I: Drawing Depicting Future East-West Connector, dated July 15, 2025

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF YOUNGSVILLE, NORTH CAROLINA,

BRD LAND & INVESTMENT MANAGEMENT, LLC, and

BRDL ROLLING MEADOWS, LLC

Effective Date: _____, 2025

Franklin County Parcel Identification Numbers: 1853-72-2691

1853-92-4215

This Development Agreement (the "Agreement") is entered into by and between the Town of Youngsville, North Carolina, a municipal corporation formed and existing under the laws of the State of North Carolina ("Youngsville" or "Town"), and BRD Land & Investment Management, LLC, a North Carolina limited liability company with its principal offices located in Charlotte, North Carolina ("BRD" or "Developer"), and BRDL Rolling Meadows, LLC, a North Carolina limited liability company operated by BRD with its principal offices located in Charlotte, North Carolina ("BRDL" or "Owner") with an effective date of _____ __, 2025 ("Effective Date"). Youngsville and BRD may be referred to herein collectively as "Parties" and each as a "Party."

NOW, THEREFORE, based on the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties agree as follows:

Article 1. Recitals.

1.1 The Board of Commissioners Town of Youngsville finds that the proposed Youngsville Bypass is desperately needed to promote the health, safety, and welfare of Youngsville's citizens and the economic development of the Town and surrounding communities. Youngsville is therefore dedicated to making every reasonable effort to expedite the beginning and the completion of the Youngsville Bypass as quickly as possible and has diligently pursued this goal through a variety of initiatives and dedication of an extraordinary percentage of its limited budget.

1.2 BRDL is the owner of the parcels located between Fleming and Hicks Roads (PINs 1853-72-2691 and 1853-92-4215) as depicted on the Map for Rolling Meadows Properties recorded in the Book of Maps 2023, Page 157 at the Franklin County Register of Deeds, attached as Exhibit B (the "Property"). BRDL is owned and operated by BRD.

1.3 On August 26, 2022, Youngsville approved the application of BRD for a conditional rezoning of parcels located within its extraterritorial jurisdiction between Fleming and Hicks Roads (PINs 1853-72-2691 and 1853-92-4215) from Single-Family Residential-2 and Single-Family Residential-3 (SFR-2 and SFR-3), respectively, to Traditional Neighborhood Development Overlay (TNDO) (the "Rezoning"), which allows greater density than the SFR-2 and SFR-3 zoning districts and for a mixture of housing types and prices, as well as commercial and civic spaces.

1.4 The parcels subject to the Rezoning are within walking distance of downtown Youngsville and will be developed by BRD with a mix of housing, recreation and open spaces, and commercial development with connectivity to Youngsville neighborhoods and commercial developments, as set forth in the Concept Plan attached as Exhibit A ("Rolling Meadows").

1.5 The development and construction of Rolling Meadows under this Agreement (the "Project") will offer numerous benefits to Youngsville, including, without limitation, providing for orderly and planned growth, permitting the systematic extension of municipal improvements and contributions to Youngsville's infrastructure, expanding

Youngsville's tax base, providing public and private amenities, and expanding economic opportunities for Youngsville's residents.

1.6 The Project will also enhance the transportation infrastructure of Youngsville and Franklin County through construction of the first segment of the Youngsville Bypass, the Town Connector between Fleming Road and Cedar Creek Road, the full cost of which shall be paid for by the Developer without any contribution of taxpayer funding. Other segments of the Youngsville Bypass will be built by the Town and/or the North Carolina Department of Transportation ("NCDOT") from public funding.

1.7 To facilitate the connection of the planned future Youngsville Bypass, Youngsville will share costs with Developer to construct a roundabout and three separate roadway connection tie-ins at the future intersection of the existing Cedar Creek Rd. alignment and the proposed East-West Connector within the Rolling Meadows development as depicted in Exhibit D (the "Roundabout Project"), by reimbursing costs as set forth in Article 4 of this Agreement.

Article 2. Statutory Framework.

2.1 This Agreement is entered into pursuant to the authority granted in Chapter 160D, Article 10 of the General Statutes of North Carolina ("N.C.G.S.") and all other applicable authority granted to the Town under general and local statutes.

2.2 N.C.G.S. § 160D-1001(a)(1)-(2) provides that "[d]evelopment projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources, and often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes."

2.3 N.C.G.S. § 160D-1001(a)(3) provides that, "[b]ecause of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development."

2.4 N.C.G.S. § 160D-1001(a)(5) provides that, "[s]uch developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

2.5 N.C.G.S. § 160D-1001(a)(6) provides that, "[t]o better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments."

2.6 In view of the foregoing, N.C.G.S. § 160D-1001 expressly authorizes local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. §§ 160D-1001 through 160D-1012, which procedures and requirements include approval of the

development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

2.7 No obligation entered into by Youngsville under this Agreement constitutes debt within the meaning of N.C.G.S. § 160D-1012. This development agreement is not a public-private partnership construction contract within the meaning of N.C.G.S. § 143-128.1C.

Article 3. Terms of Agreement.

3.1 Recitals. The parties agree the foregoing Recitals in Article 1 are true and correct and are hereby incorporated into the Agreement by reference.

3.2 Term. The term of this Agreement shall commence upon the Effective Date and it shall expire ten (10) years thereafter unless sooner terminated by the mutual consent of the parties hereto or their successors in interest or is otherwise terminated pursuant to the terms of this Agreement (the "Term"). The Term has been established by the parties as a reasonable estimate of the time required to carry out the Project subject to this Agreement and to obtain the public benefits of the Project. All development authorized by this Agreement must be initiated within the term of the Agreement, but expiration of Term shall not terminate mutually agreed to obligations and commitment included within this Agreement that are expressly specified to extend beyond the term of the Agreement. The parties may extend the term by mutual written agreement.

3.3 Property Subject to Agreement. The property subject to this Agreement includes all of the approximately 351.48 acres included within the corporate limits of Youngsville as described in Exhibit B.

3.4 Development of the Property. The Property shall be developed in accordance with the terms and conditions of the YDO in effect as of date of approval of the conditional rezoning on September 8, 2022, and with the terms and conditions of this Agreement, including all incorporated Exhibits.

a. *Types of Land Uses*. Any type of use permitted by the Rezoning or by any subsequent legislative rezoning decision concerning the Property by the Youngsville Board of Commissioners may be undertaken within the Property pursuant to this Agreement.

b. *Population Density*. The Project will result in a mixed use development containing approximately 1,065 units, with an anticipated population increase of 2,763 persons once the Project is fully built out. Over the total acreage of the Property, the population density upon completion of the Project, at full occupancy, will be approximately 8 persons per acre.

c. *Building Types*. The Project will include detached 1, 1.5, and 2-story single-family houses, and 2 and 3-story townhouses, shop-front buildings, and urban workplaces.

d. *Site Development Plan*. The overall site plan for development of the Property and phase-by-phase site development plans are attached hereto as Exhibit C, which may be changed under Youngsville's procedures for amending site development plans.

3.5 Development Schedule. The Property shall be developed in phases in accordance with the specific timetables and triggers for action set forth in Exhibit G to this Agreement (the "Development Schedule"). The parties acknowledge that, as provided in N.C.G.S. § 160D-1006(b), the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of this Agreement pursuant to N.C.G.S. § 160D-1008 but must be judged based upon the totality of the circumstances.

3.6 Specific Standards for Development. All development shall substantially comply with applicable NCDOT standards and specifications and Town of Youngsville standards and specifications, or if the standards conflict, whichever is stricter, in effect at the time of approval of this Agreement by the Town of Youngsville Board of Commissioners.

3.7 Responsibility for Administration. Pursuant to N.C.G.S. § 160D-1006(c), Youngsville is responsible for the overall administration of the Agreement.

3.8 Law in Effect at Time of the Agreement Governs the Development. As provided in N.C.G.S. § 160D-1007(a), the Ordinances, YDO, specifications, and standards in force in Youngsville on the Effective Date shall apply to the Agreement and activities undertaken pursuant to the Agreement during the Term.

3.9 Local Development Permits. Developer and its agents, subcontractors, and successors-in-interest shall obtain (without limitation) the permits required to develop the Project as set forth in the YDO as of the Effective Date, and this Agreement's failure to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions. Subject to compliance by Developer with the Town's applicable development review and approval requirements, the Town agrees to cooperate in good faith with Developer and Developer's employees, agents, contractors, and subcontractors in obtaining the permits and approvals and in developing the Project and Infrastructure under this Agreement. Nothing herein is intended to waive, remove or compromise the Town's development review or approval obligations. The Developer shall, in a timely manner, provide the Town with all documents, applications, plans, and other information necessary for the Town to carry out its obligations hereunder.

3.10 Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major amendment of any terms of this Agreement as defined below shall follow the same procedures as required for the initial approval of this Agreement by Youngsville. A minor modification as defined below shall not be considered to be an amendment to this Agreement, but shall be requested in writing, reviewed by Youngsville planning staff and supported by additional documents and information as requested by reviewing staff. All minor modifications to the Agreement proposed by Developer shall be approved in writing by the Youngsville Town Manager or his designee. All minor modifications to this Agreement requested by Youngsville will be approved by BRD or its designee.

a. *Major Modifications*. Major modifications shall include changes to connections to external transportation or water and sewer infrastructure, alignment or design of the Youngsville bypass as described in Section 4.1 below, changes in overall uses or overall density of the Project, changes that would increase traffic from the project beyond the levels projected in the Transportation Impact Analysis completed for the Project, increase the stormwater impacts beyond what was identified in the stormwater analysis, changes to the terms of Article 3 of this Agreement, and modifications of the type generally reserved by statute or ordinance for governing board review.

b. *Minor Modifications*. Minor modifications shall include site development plan design and building design changes that otherwise comply with the YDO and require no more than a 10% change to the dimensions depicted in Exhibit C, extensions of one year or less to deadlines in the Development Schedule that are not to exceed five years cumulatively, relief from a unique physical attribute of the Property not known as of the Effective Date, and modifications of the type generally authorized by statute or ordinance for administrative review.

3.11 Recordation/Binding Effect. Within fourteen (14) days after the Effective Date, BRD shall record this Agreement and all exhibits thereto with the Franklin County Register of Deeds. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Provided, the Owners', BRD's, and Developer's benefits under this Agreement shall inure only to those whom each respective Party has expressly assigned them and only to the extent of the assignment. This Agreement shall be applicable to the air rights associated with land subject to the Agreement. This Agreement shall be applicable to lessees of property subject to this Agreement.

3.12 Periodic Compliance Review and Enforcement. Pursuant to N.C.G.S. § 160D-1008(a), Youngsville's Town Manager shall conduct a periodic compliance review (the "Periodic Review") at least every twelve (12) months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

The Town Manager shall promptly report the results of this review to the Youngsville Board of Commissioners. If, as a result of the Periodic Review, the Youngsville Board of Commissioners finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, the Town Manager shall serve notice in writing, within a reasonable time after the Periodic Review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the defaulting Party a reasonable time in which to cure the material breach. If the Developer fails to cure the material breach within the time given, then the body providing notice unilaterally may terminate or modify the Agreement, provided, however, that the notice of termination or modification or finding of breach may be appealed to the Youngsville Board of Adjustment as provided by statute, using the procedures set forth in the applicable ordinances. Thereafter Developer may pursue any other rights and remedies available at law or in equity.

a. *Annual Report*. Developer shall, on an annual basis, submit a written report to the Youngsville Town Manager addressing development undertaken pursuant to the Agreement in the previous year. The report shall set forth all individual site development permits issued, infrastructure installed, the status of participation by Developer in the provision of or financing of public infrastructure for this Project, dedications and acquisitions of infrastructure by Developer, and the projected schedule for development of the Project in the forthcoming year. This report shall include sufficient information to demonstrate good faith compliance by the Developer with the terms of this Agreement.

b. *No Waiver*. Failure of Youngsville to conduct the Periodic Review shall not constitute a waiver by Youngsville of its rights to otherwise enforce the provisions of this Agreement, nor shall Developer have or assert any defense to such enforcement by reason of such failure to conduct a periodic review.

3.13 Resolution of Disputes. In the event any Party believes another Party is in default or is in material breach, the Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating this Agreement. In the event of an impasse between the Parties in reaching any mutual agreement mandated by this Agreement, the Parties shall make good faith efforts to negotiate and informally resolve the issue in dispute.

3.14 Development Timing and Moratoria. Developer may develop all or any portion of the Project approved pursuant to this Agreement and may carry out the development in such order and sequence as Developer shall determine in its discretion, provided such does not violate an express provision of this Agreement, the Rezoning or the Utility Development Agreement with Franklin County appearing of record in Book 2386 at Page 1591 in the Office of the Franklin County Register of Deeds ("Utility Development Agreement"). Phasing of the development shall be based on sound engineering practices to ensure functional and safe street circulation at all times as

well as proper installation and operation of other supporting infrastructure. Phasing shall be based in such a way that all infrastructure improvements to be constructed within the Project area shall be provided when or before they are necessary for that phase of the development, subject to the terms and conditions of the Utility Development Agreement. Absent an imminent threat to public health or safety, neither the right to develop nor the timing of development shall be affected by a moratorium or suspension of development rights adopted by Youngsville except to the extent imposed by this Agreement or by supervening federal or state law, order, rule or regulation.

3.15 Default. Apart from the Periodic Review process set forth elsewhere in this Agreement, the failure of a Party to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Party or Parties to pursue such remedies as allowed under applicable law against the defaulting Party, provided, however, that no termination of this Agreement may be declared by Youngsville or Developer absent its affording to the defaulting Party written notice and opportunity to cure. A Party believing the other Party to be in default shall provide reasonable notice of the default to the other Party and shall provide that Party an opportunity to cure any default within a reasonable time.

3.16 Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities (excluding parties to this Agreement), epidemics, wars, embargoes, fires, hurricanes, acts of God, or the default of a common carrier. In the event of a default, delay, or failure to perform due to causes beyond such Party's reasonable control, any date or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. If written notice of such delay is given to the other Parties after the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed.

3.17 Legal Action. In addition to any other rights or remedies, any Party may institute legal action against a defaulting Party to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. In no event shall a Party, or their respective officers, agents, or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal remedy available to the Parties for a breach or violation of this Agreement shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement. Legal actions shall be instituted in the Superior Court of the County of Franklin, State of North Carolina or

the U.S. District Court for the Eastern District of North Carolina, and the Parties hereto agree to submit to the personal jurisdiction of such court. This Agreement will be interpreted pursuant to North Carolina law, and any disputes arising under or in connection with the Agreement will be governed by North Carolina law, without reference to its conflicts of laws provisions. In the event that it becomes necessary for a Party to pursue a civil action against a defaulting Party, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the defaulting Party if such fees are awarded by a court of competent jurisdiction.

3.18 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by: (1) personal delivery; (2) electronic mail, so long as the sender does not receive a notice that the message failed to reach the sender; or (3) on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed to receive notice in this Agreement should be substituted with the name of the listed person's successor.

(a) *To Youngsville*. All notices, demands, requests, consents, approvals or communications to Youngsville shall be addressed to:

Town of Youngsville
134 U.S. Hwy. 1-A South
Youngsville, NC 27596
Attn: Nathan Page, Town Manager
npage@youngsvillenc.gov
Attn: Will Doerfer, Assistant Town Manager
wdoerfer@youngsvillenc.gov

With copy to:

Katherine Barber-Jones
Hartzog Law Group LLP
2626 Glenwood Ave., Ste. 305
Raleigh, NC 27608
kbarber-jones@hartzoglawgroup.com

(b) *To BRD*. All notices, demands, requests, consents, approvals or communications to BRD shall be addressed to:

BRD LAND & INVESTMENT

6433 Bannington Road
Charlotte, NC 28226
Attn: Michael Fleming
michaelfleming@brdland.com
Attn: Cisco Garcia
Cisco.Garcia@brdland.com

With copy to:

Thomas H. Johnson, Jr.
Williams Mullen
301 Fayetteville Street, Suite 1700
Raleigh, NC 27601
tjohnson@williamsmullen.com

3.19 Entire Agreement. This Agreement sets forth and incorporates by reference all agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these Parties relative to the matters addressed herein other than as set forth or as referred to herein or as contained in the Youngsville Development Ordinance or as expressed in the rezoning or other development conditions applicable to this parcel of land or the Utility Development Agreement.

3.20 Construction. The parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

3.21 Assignment. After notice to Youngsville, BRD may assign its respective rights and responsibilities hereunder to subsequent land owners of all or any portion of the relevant parcels of land, provided that no assignment as to a portion of the relevant parcel of land will relieve the assigning Party of responsibility with respect to the remaining portion of the relevant parcel of land owned by the assigning Party without the written consent of Youngsville.

3.22 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

3.23 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

3.24 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided,

however, each Party shall retain the right to pursue its own independent legal defense.

3.25 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

3.26 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

3.27 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of each Party as listed below has the authority to bind the Party.

3.28 Transparency and Public Records. It is the intent of the Parties that all aspects of the implementation of this Agreement shall be carried out in an open, transparent fashion with records referred to in the Agreement preserved and made available for inspection upon request by the public. Each Party shall take steps to ensure that records related to its performance of the terms of the Agreement are preserved and made available to Youngsville within a reasonable time after receipt of a request for such records; provided, however, that the scope of that any Party is obligated to provide will not exceed the scope described in the definition of "public records" as provided in N.C.G.S. § 132-1.

3.29 Rough Proportionality. The Parties acknowledge and agree that the costs of public infrastructure and facilities described in Article 4 of this Agreement, whether provided in-kind or by monetary or other contribution, are roughly proportional to the impacts of the Project on Youngsville. BRD warrants and represents that they have considered these costs prior to entering this Agreement, and that they have joined the Agreement as Parties freely and without duress or coercion of any kind.

Article 4. Roundabout Project.

4.1 Construction of the Roundabout Project. Town and Developer agree as follows:

(a) *Construction of the Roundabout Project*. Subject to the conditions herein, Developer shall, at its own expense, construct the roundabout, pedestrian crosswalk, relocations of Cedar Creek Croad, and connectors between the roundabout and relocated segments of Cedar Creek Road as depicted in the Exhibit D attached to this Agreement and incorporated herein by reference (the "Roundabout Project"). The Developer shall construct and install the Roundabout Project (i) in a

good and workmanlike manner, (ii) in compliance with this Agreement, including the Development Schedule, and (iii) in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and specifications, and (iv) in accordance with Exhibit D.

(b) *Connection with Construction of East-West Connector*. The construction of the Roundabout Project as set forth in this Agreement is in addition to construction by Developer of the East-West connector road between Fleming Road and Cedar Creek Road as part of its construction of the Project as set forth in the conditions to the Rezoning, which will be a future segment of the Youngsville Bypass, as depicted in the drawings attached to the Agreement as Exhibit I (the "East-West Connector"). This Agreement and construction of the Roundabout Project will not modify, waive, or otherwise affect the Developer's commitment to build the East-West Connector.

(c) *Construction of Roundabout Project in Lieu of Proposed T-Intersection*. Developer will build the Roundabout Project instead of the T-Intersection between the future East-West Connector and the existing Cedar Creek Road proposed by Developer to NCDOT, as depicted in Exhibit E to this Agreement (the "Proposed T-Intersection"). However, Developer prior to commencement of the Roundabout Project will build and maintain a construction access to Cedar Creek Road in the location of the Proposed T Intersection to provide Developer access to Rolling Meadows until the Roundabout Project is complete. During construction of the Roundabout Project, Developer will maintain a construction access to Cedar Creek Road. The differences between the Roundabout Project Developer agrees to build pursuant to this Agreement and the Proposed T-Intersection that NCDOT would have required the Developer to build are depicted in an Overlay Map attached as Exhibit F to this Agreement.

(d) *Other Transportation Infrastructure*. This Agreement does not waive, modify, or otherwise affect Developer's obligation to design and build the streets, sidewalks, shared use paths, and other transportation infrastructure identified in the site development plan or otherwise required by the Youngsville Development Ordinances for each phase of development by the time identified in the Development Schedule.

4.2 Reimbursement by Town to Developer. The Town will pay Developer the amounts set forth in this Agreement, which are intended to roughly reimburse Developer for the costs of constructing the Roundabout Project to the extent they exceed the costs of constructing the Proposed T-Intersection. Costs for both the Roundabout Project and the Proposed T-Intersection have been estimated, as set forth in detail in Exhibit H attached to this Agreement and incorporated herein by reference ("Cost Estimate"). The Town's reimbursement to Developer shall not exceed the amounts set forth in this section. Youngsville shall make reimbursement payments to the Developer in the following amounts and on the following schedule:

(a) *First Payment*. Within 45 days of receipt of written notice from the Developer that all erosion control measures associated with the Roundabout Project, as shown on the approved plans, have been installed and approved by NCDOT or the appropriate regulatory authority, the Town shall pay Developer $500,000.

(b) *Second Payment*. Within 45 days of receipt of written notice from Developer that Developer's construction of the Roundabout Project has passed proof-roll and subgrade density tests, and had such test results approved and accepted by NCDOT, the Town shall pay Developer $500,000.

(c) *Third Payment*. Within 45 days of receipt by the Town of written certification and as-built drawings from Developer's designated consulting engineering firm that the Roundabout Project is complete and has been constructed and installed in compliance with this Agreement and within appropriate easements or fee simple parcels, the Town shall pay Developer $425,000.

4.3 Stormwater Management. Developer shall design and build the applicable stormwater management and drainage infrastructure and improvements as required by the Youngsville Development Ordinance, North Carolina Department of Environmental Quality, and any other applicable federal or state regulations.

4.4 Certification, Inspection, and Acceptance of Roundabout Project. Upon completion of construction of the Roundabout Project, Developer shall provide the Town with written certification and as-built drawings from Developer's designated consulting engineering firm that the Roundabout Project is complete and has been constructed and installed in compliance with this Agreement and within appropriate easements or fee simple parcels. The Improvements shall be offered for public dedication to NCDOT upon completion of construction and shall be subject to inspection and acceptance by NCDOT. Upon the inspection and acceptance of the Roundabout Project by NCDOT, Developer shall in conjunction with the Town take the steps necessary to complete the dedication and acceptance by NCDOT, including any necessary transfer documents. Thereafter, NCDOT shall own the Improvements and have exclusive possession and control of the Improvements. In the event that any defect or breach of warranty claim becomes known after acceptance and dedication of the Roundabout Project, Developer agrees either to pursue its rights and claims against the contractor or other party responsible for the defect or breach of warranty and pay over any recoveries to NCDOT or to assign such rights and claims to NCDOT as directed by NCDOT.

4.5 Indemnification. To the extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Youngsville, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Youngsville, its elected or appointed officials, employees, agents, and volunteers by

reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Developer or Developer's contractors related to the work on the Roundabout Project.

Article 5. Exhibits Incorporated by Reference.

5.1 Exhibit A: Concept Plan for Rolling Meadows Approved Upon Rezoning, dated August 18, 2022

5.2 Exhibit B: Survey of Property Subject to Agreement, dated June 23, 2022

5.3 Exhibit C: Overall Site Development Plan showing Each Phase of the Project, dated July 2025

5.4 Exhibit D: Sketches (30%) for Roundabout Project

5.5 Exhibit E: Drawing Depicting Proposed T-Intersection

5.6 Exhibit F: Overlap Map Comparing Roundabout Project and Proposed T-Intersection

5.7 Exhibit G: Development Schedule

5.8 Exhibit H: Cost Estimates for Roundabout Project, Proposed T-Intersection Project, and Cost Difference

5.9 Exhibit I: Drawing Depicting Future East-West Connector, dated July 17, 2025

In witness whereof, the Parties have executed this Development Agreement on the dates set forth below.

[Signature pages follow]

Pursuant to N.C.G.S. § 160D-1005, this Development Agreement came before the Youngsville Board of Commissioners on _____, 2025 for a duly noticed legislative hearing. Based on the information presented at the _____, 2025 hearing, the Youngsville Board of Commissioners determined that Youngsville entering into this Development Agreement is in the public interest as it provides necessary funding to support Youngsville's application for funding sufficient to build the Youngsville Bypass and brings other benefits to Youngsville as described in the Agreement, approved this Development Agreement, and authorized the [Mayor / Town Manager] to execute the same.

TOWN OF YOUNGSVILLE, NORTH CAROLINA

By: _____ (SEAL)

Name: Fonzie Flowers

Title: Mayor

Date: _____

Attest: _____

Town Clerk

Approval as to Form:

_____
Town Attorney

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

I, _____, a Notary Public in and for Franklin County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is _____of the TOWN OF YOUNGSVILLE, NORTH CAROLINA**,** a municipal corporation formed and existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the authority, the foregoing instrument was signed in its name by him/her as its _____.

WITNESS my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My commission expires:

[NOTARIAL SEAL]

[Signature pages follow]

BRD LAND & INVESTMENT MANAGEMENT, LLC

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ , a Notary Public in and for _____ County, North Carolina, certify that _____ personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document for the purpose stated therein and in the capacity stated.

WITNESS my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My commission expires:

[NOTARIAL SEAL]

[Signature pages follow]

BRDL ROLLING MEADOWS, LLC

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ , a Notary Public in and for _____ County, North Carolina, certify that _____ personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document for the purpose stated therein and in the capacity stated.

WITNESS my hand and official seal this _____ day of _____, 2025.

_____

Notary Public

My commission expires:

[NOTARIAL SEAL]



Conceptual Rezoning Rendering

Rolling Meadows

***Town of Youngsville, North Carolina**

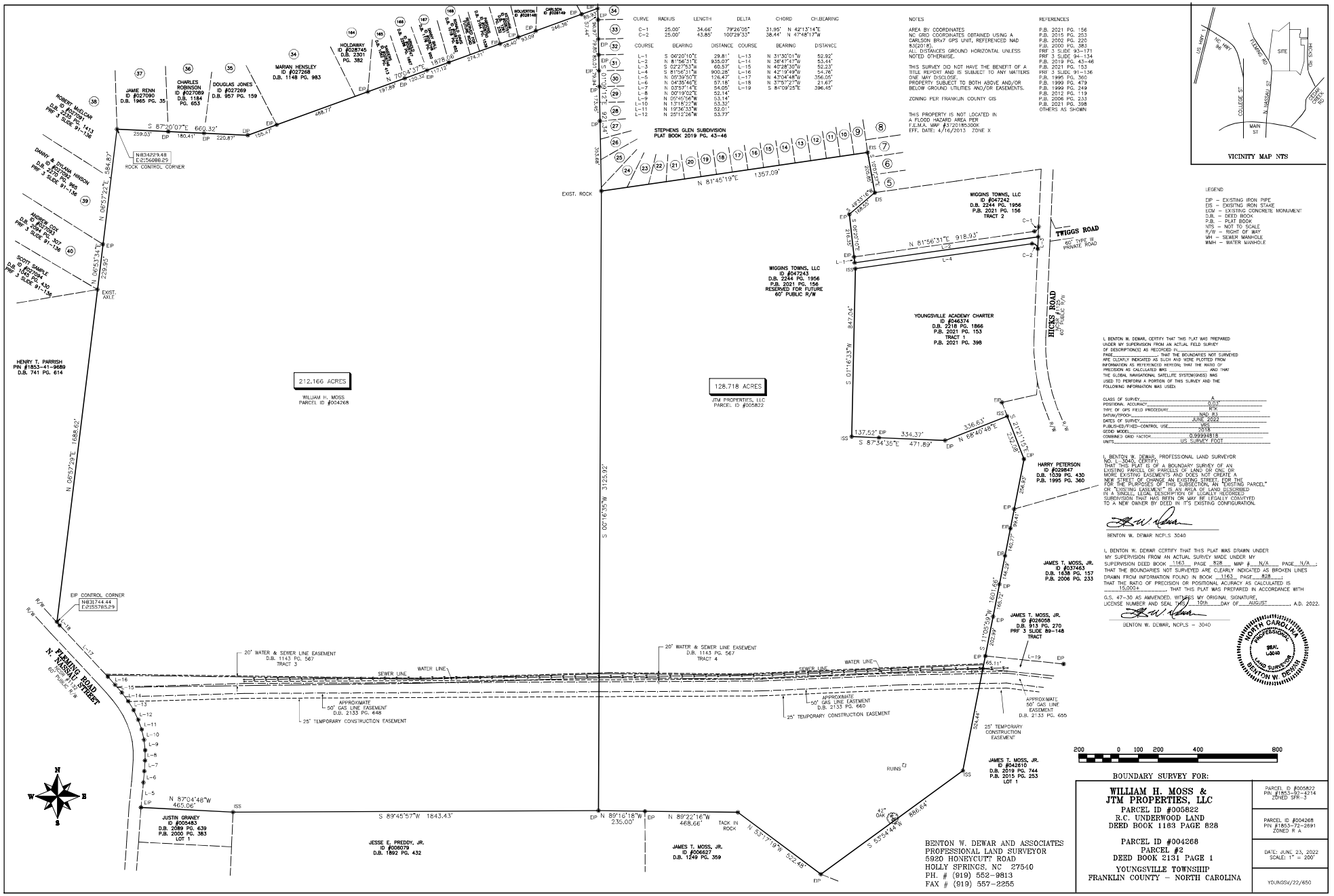
**Pending annexation from Franklin County*

August 19, 2022

Note: Conceptual Plans Only, lot yield and layout subject to change based on final design and approvals.

AMERICAN Engineering

4020 Westchase Boulevard, Suite 450 | Raleigh, NC 27607 | 919.469.1101



I, BENTON W. DEWAR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN _____ PAGE _____; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND NOTE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS _____ AND THAT THE GLOBAL NAVIGATIONAL SATELLITE SYSTEM(GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

CLASS OF SURVEY	A
POSITIONAL ACCURACY	0.03'
TYPE OF GPS FIELD PROCEDURE	RTK
DATUM/EPOCH	NAD 83
DATES OF SURVEY	JUNE 2022
PUBLISHED/FIXED-CONTROL USE	VRS
GEOID MODEL	2018
COMBINED GRID FACTOR	0.99994518
UNITS	US SURVEY FOOT

I, BENTON W. DEWAR, PROFESSIONAL LAND SURVEYOR NO. L-3040, CERTIFY A BOUNDARY SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET; FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED BY A SINGLE LEGAL DESCRIPTION OF LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN IT'S EXISTING CONFIGURATION.

BENTON W. DEWAR NCPLS 3040

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED BOOK 1163 PAGE 828 MAP # N/A PAGE N/A ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES DRAWN FROM INFORMATION FOUND IN BOOK 1163 PAGE 828 ; THAT THE RATIO OF PRECISION OR POSITIONAL ACURACY AS CALCULATED IS 15,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 10th DAY OF AUGUST , A.D. 2022.

BENTON W. DEWAR, NCPLS – 3040

SEAL L-3040

BOUNDARY SURVEY FOR:

WILLIAM H. MOSS & JTM PROPERTIES, LLC
PARCEL ID #005822
R.C. UNDERWOOD LAND
DEED BOOK 1163 PAGE 828

PARCEL ID #004268
PARCEL #2
DEED BOOK 2131 PAGE 1

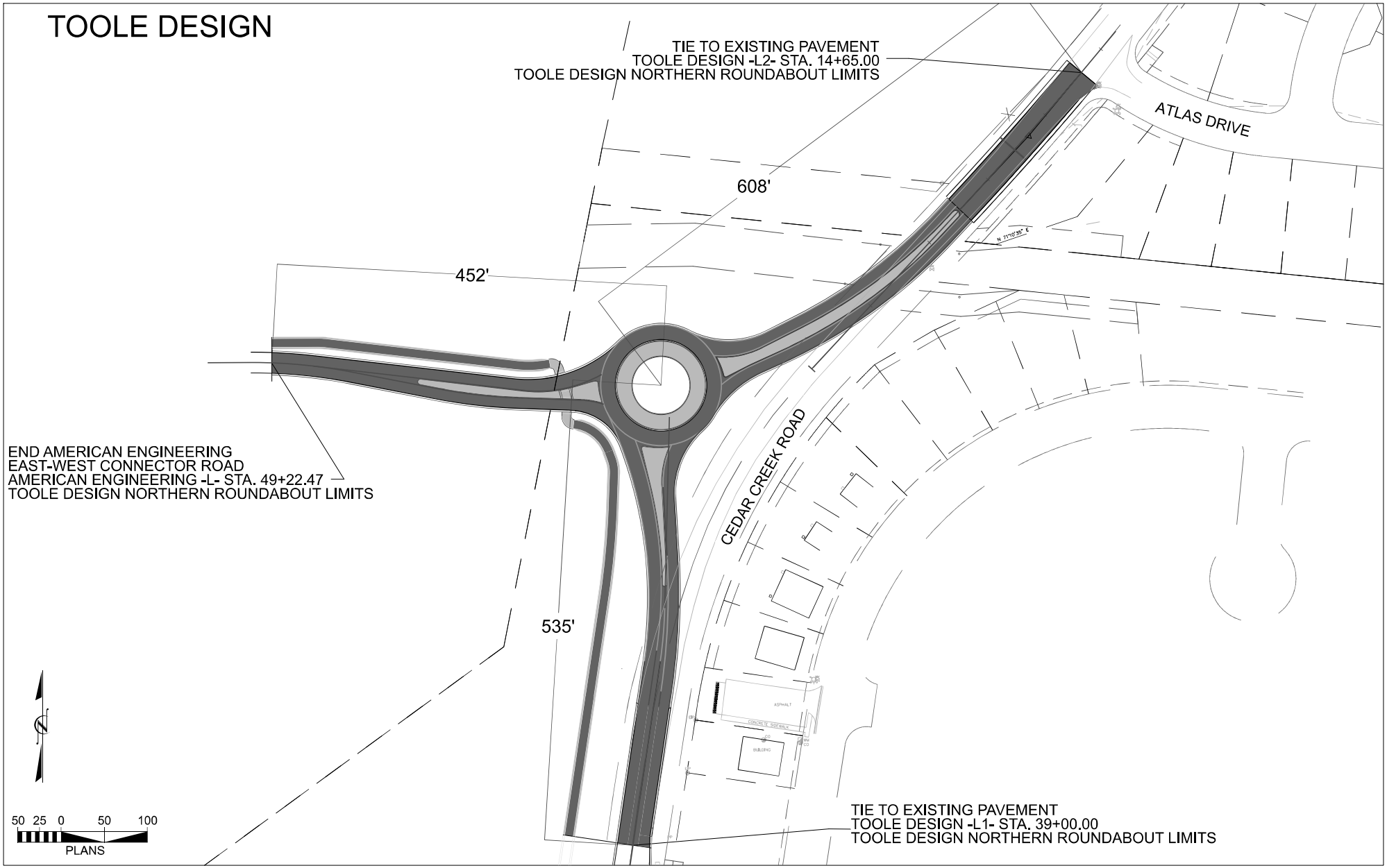
YOUNGSVILLE TOWNSHIP
FRANKLIN COUNTY – NORTH CAROLINA

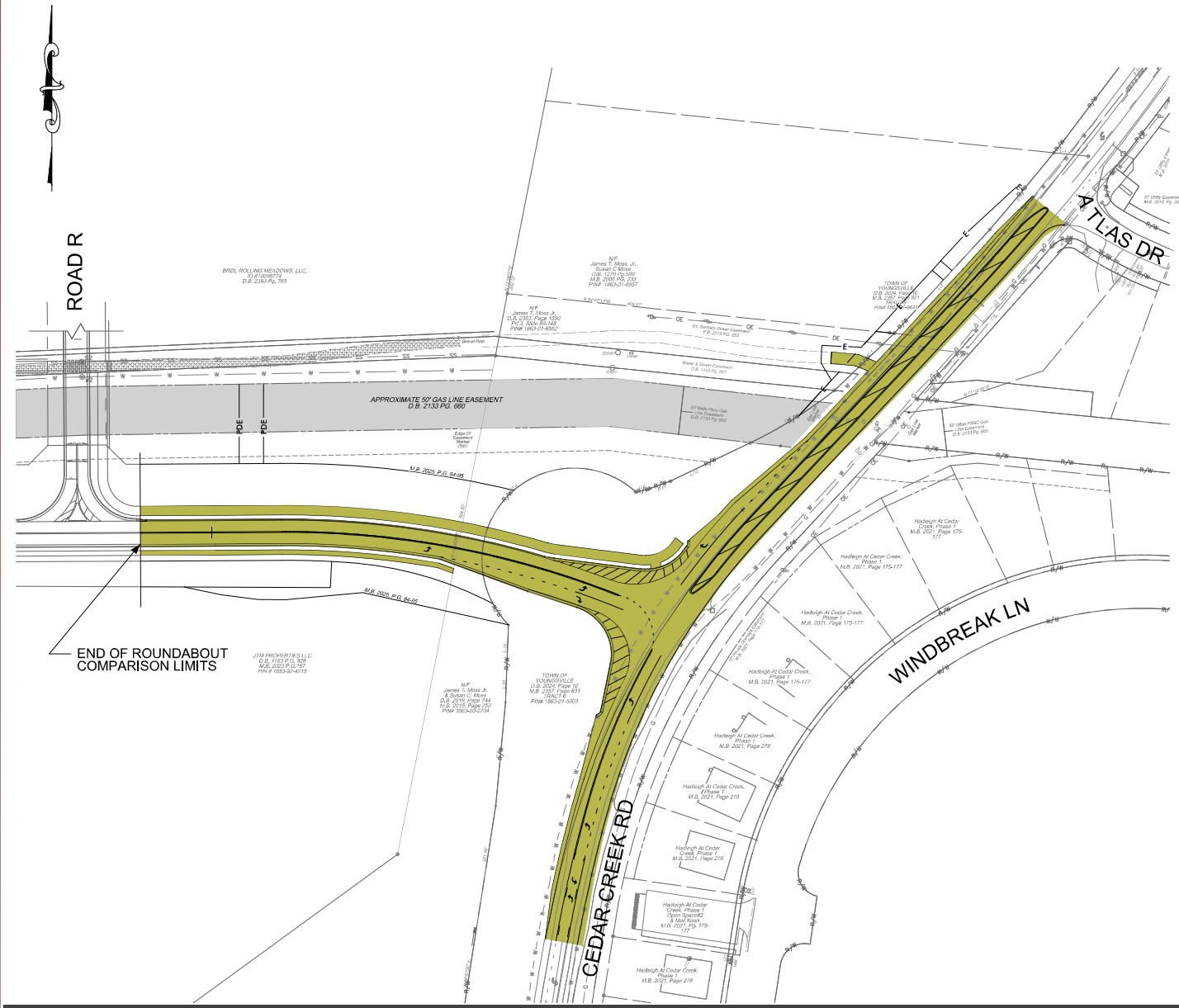
BENTON W. DEWAR AND ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS, NC 27540
PH. # (919) 552-9813
FAX # (919) 557-2255

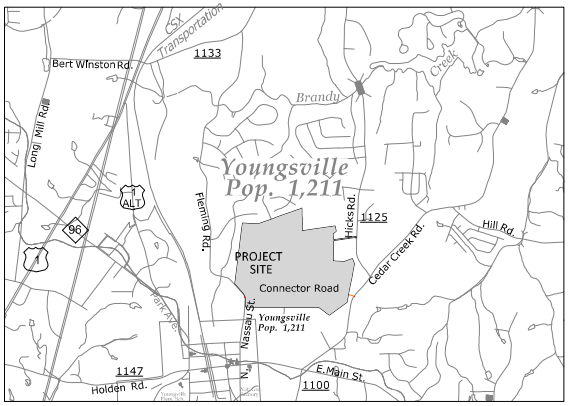
PARCEL ID #005822 PIN #1853-82-4214 ZONED SFR-3	
PARCEL ID #004268 PIN #1853-72-2691 ZONED R A	
DATE: JUNE 23, 2022 SCALE: 1" = 200'	
YOUNGSV/22/650	


CURVE TABLE
C-1 25.00' 34.66' 79°26'05" N 42°13'14"E
C-2 25.00' 43.85' 100°29'33" N 47°48'17"W
COURSE TABLE
L-1 S 06°20'10"E 29.81'
L-2 N 81°56'31"E 935.07'
L-3 S 02°27'53"W 60.57'
L-4 S 81°56'31"W 900.28'
L-5 N 05°39'59"E 126.43'
L-6 N 04°35'46"E 57.18'
L-7 N 03°57'14"E 54.05'
L-8 N 00°18'02"E 52.14'
L-9 N 05°45'56"W 53.14'
L-10 N 13°18'22"W 53.32'
L-11 N 19°36'33"W 52.01'
L-12 N 25°12'26"W 53.77'
L-13 N 31°30'01"W 52.92'
L-14 N 36°42'47"W 53.44'
L-15 N 40°28'30"W 52.23'
L-16 N 42°19'49"W 54.76'
L-17 N 43°04'46"W 356.00'
L-18 N 37°57'17"W 21.67'
L-19 S 64°09'25"E 396.45'
NOTES
1. AREA BY COORDINATES NC GRID COORDINATES OBTAINED USING A CARLSON BRx7 GPS UNIT, REFERENCED NAD 83(2018). ALL DISTANCES GROUND HORIZONTAL UNLESS NOTED OTHERWISE.
2. THIS SURVEY DID NOT HAVE THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS ONE MAY DISCLOSE. PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS.
3. ZONING PER FRANKLIN COUNTY GIS
4. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720154500K IMP. DATE: 4/16/2013 ZONE X
REFERENCES
P.B. 2021 PG. 156
P.B. 2015 PG. 253
P.B. 2002 PG. 220
P.B. 2000 PG. 383
PRF 3 SLIDE 93-171
PRF 3 SLIDE 94-134
P.B. 2019 PG. 43-46
P.B. 2021 PG. 153
PRF 3 SLIDE 91-136
P.B. 1995 PG. 360
P.B. 1999 PG. 479
P.B. 1999 PG. 249
P.B. 2012 PG. 119
P.B. 2006 PG. 233
P.B. 2021 PG. 398
OTHERS AS SHOWN
SEWER FORCEMAIN CHART
SSMH #1
RIM -455.25'
TOP 12" DIP -450.55'
TOP VALVE -452.65'
SSMH #2
RIM -442.44'
TOP 12" DIP -437.54'
TOP VALVE -440.34'
SSMH #3
RIM -453.92'
TOP 12" DIP -449.52'
TOP VALVE -452.32'
SSMH #4
RIM -459.98'
TOP 12" DIP -455.59'
TOP VALVE -456.98'
WATERLINE MANHOLE CHART
WMH #1
RIM - 456.05'
TOP WATERLINE - 452.35'
WMH #2
RIM - 443.32'
TOP WATERLINE - 439.22'
WMH #3
RIM - 454.84'
TOP WATERLINE - 450.04'
WMH #4
RIM - 459.47'
TOP WATERLINE - 455.67'
BOUNDARY SURVEY FOR:
PARCEL ID #005822
R.C. UNDERWOOD LAND
PIN #1853-92-4214
ZONED SFR-3
DEED BOOK 1163 PAGE 828
PARCEL ID #004268
PARCEL #2
PIN #1853-72-2691
ZONED R A
DEED BOOK 2131 PAGE 1
YOUNGSVILLE TOWNSHIP
FRANKLIN COUNTY - NORTH CAROLINA
YOUNGSV/22/650
STREAM BUFFER TOP OF BANK BOUNDARY
WETLANDS
EXISTING PONDS
LEGEND
EIP - EXISTING IRON PIPE
EIS - EXISTING IRON STAKE
ECM - EXISTING CONCRETE MONUMENT
D.B. - DEED BOOK
P.B. - PLAT BOOK
NTS - NOT TO SCALE
R/W - RIGHT OF WAY
MH - SEWER MANHOLE
WMH - WATER MANHOLE
NOTE: SEVERAL ROCK OUTCROPPINGS WERE OBSERVED ON SITE. NO DETERMINATION OF EXTENTS OF ROCK WERE MADE BY THIS OFFICE.
CURRENT LOT COUNT:
PHASE 1 THE PRESERVES - 168 SFR
PHASE 2 ESTATES EAST - 117 SFR
PHASE 3 THE FARMS - 142 SFR
PHASE 4 FLEMING VILLAGE - 402 TH
PHASE 5 ESTATES WEST - 236 SFR
TOTAL LOTS = 1065
AMENITY LOCATION =4.60 AC
ROBERT McELCAI ID #027091 D.B. 2235 PG. 1413 PRF 3 SLIDE 91-136
JAMIE RENN ID #027090 D.B. 1365 PG. 35
CHARLES ROBINSON ID #027089 D.B. 1184 P.G.655
DOUGLAS JONES ID #027269 D.B. 957 PG. 159
MARIAN HENSLEY ID #027268 D.B. 1148 PG. 983
DANNY & DYLANA HINSON ID #027092 D.B. 2270 PG. 965 PRF 3 SLIDE 91 136
ANDREW COX ID #027093 D.B. 2094 PG. 307 PRF 3 SLIDE 91-136
SCOTT SAMPLE ID #027094 D.B. 1045 PG. 430 PRF 3 SLIDE 91-136
HENRY T. FARRISH PIN #1853-41-9689 D.B. 781 PG. 418
STEPHENS GLEN SUBDIVISION PLAT BOOK 2019 PG. 61-46
WIGGINS TOWNES, LLC ID #047242 D.B. 2244 PG. 1956 P.B. 2021 PG. 156 TRACT 2
TWIGGS ROAD 60' TYPE III PRIVATE ROAD
YOUNGSVILLE ACADEMY CHURCH ID #046376 D.B. 2218 PG. 1866 P.B. 2021 PG. 153 TRACT 1 P.B. 2021 PG. 398
HARRY PETERSON ID #029847 D.B. 1039 PG. 430 P.B. 1995 PG. 360
JAMES T. MOSS, JR. ID #013463 D.B. 1638 PG. 157 P.B. 2006 PG. 233
JAMES T. MOSS, JR. ID #046058 D.B. 913 PG. 270 PRF 3 SLIDE 89-148 TRACT
JAMES T. MOSS ID #046510 D.B. 2019 PG. P.B. 2015 PG. LOT 2
A EAST DRIVE 50' PUBLIC R/W
FLEMING ROAD 60' PUBLIC R/W
ANDERSON BARK DRIVE 60' PUBLIC R/W
HARBOUGH AT CEDAR CREEK PLAT BOOK 2014 PG. 176-177
FUTURE DEVELOPMENT
JENNIFER LANE
LGI HOMES-NC, LLC PIN #1863-20-6613 D.B. 2164 PG. 714
CLAYTON LOANCY ID #003681 D.B. 2009 PG. 633 P.B. 2009 PG. 197 LOT 1
JAMES T. PRIDDY, JR. ID #006075 D.B. 1592 PG. 441
JAMES T. MOSS, JR ID #006627 D.B. 1249 PG. 359
TACK IN ROCK
EXISTING ROCK
CATV
AMERICAN Engineering
American Engineering Associates - Southeast, P.A.
4020 Westchase Boulevard, Suite 450
Raleigh, NC 27607
919-459-1101
NORTH CAROLINA AMERICAN ENGINEERING ASSOCIATES SOUTHEAST C-3881 CERTIFICATE OF AUTHORIZATION
FOR PERMITTING
FOR CONSTRUCTION
FOR INFORMATION, ONLY
NO. DATE REVISION:
STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.
ROLLING MEADOWS
SITE LAYOUT
TOWN OF YOUNGSVILLE
NORTH CAROLINA
JOB NUMBER: 22-0007
CHECKED BY: EDS
DRAWN BY:
DATE: July 2025
SHEET TITLE:
SITE LAYOUT
SHEET NO.:
C-101
North Carolina 811
*** 3 Days Before Digging ***
North Carolina 811
811 or 1-800-632-4949
Remote Ticket Entry
http://nc811.org/remoteticketentry.htm

TOOLE DESIGN







LOCATION MAP NOT TO SCALE

LEGEND

Limits of Developer T-Intersection in lieu of Roundabout

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

T-Intersection Exhibit (Land Development Agreement)

Rolling Meadows

Franklin County, North Carolina

July 11, 2025

Note: Conceptual Plans Only, lot yield and layout subject to change based on final design and approvals.

AMERICAN Engineering
11525 N Community House Road, Suite 325| Charlotte, NC 28277 | 704.375.2438

TOOLE DESIGN
AMERICAN ENGINEERING

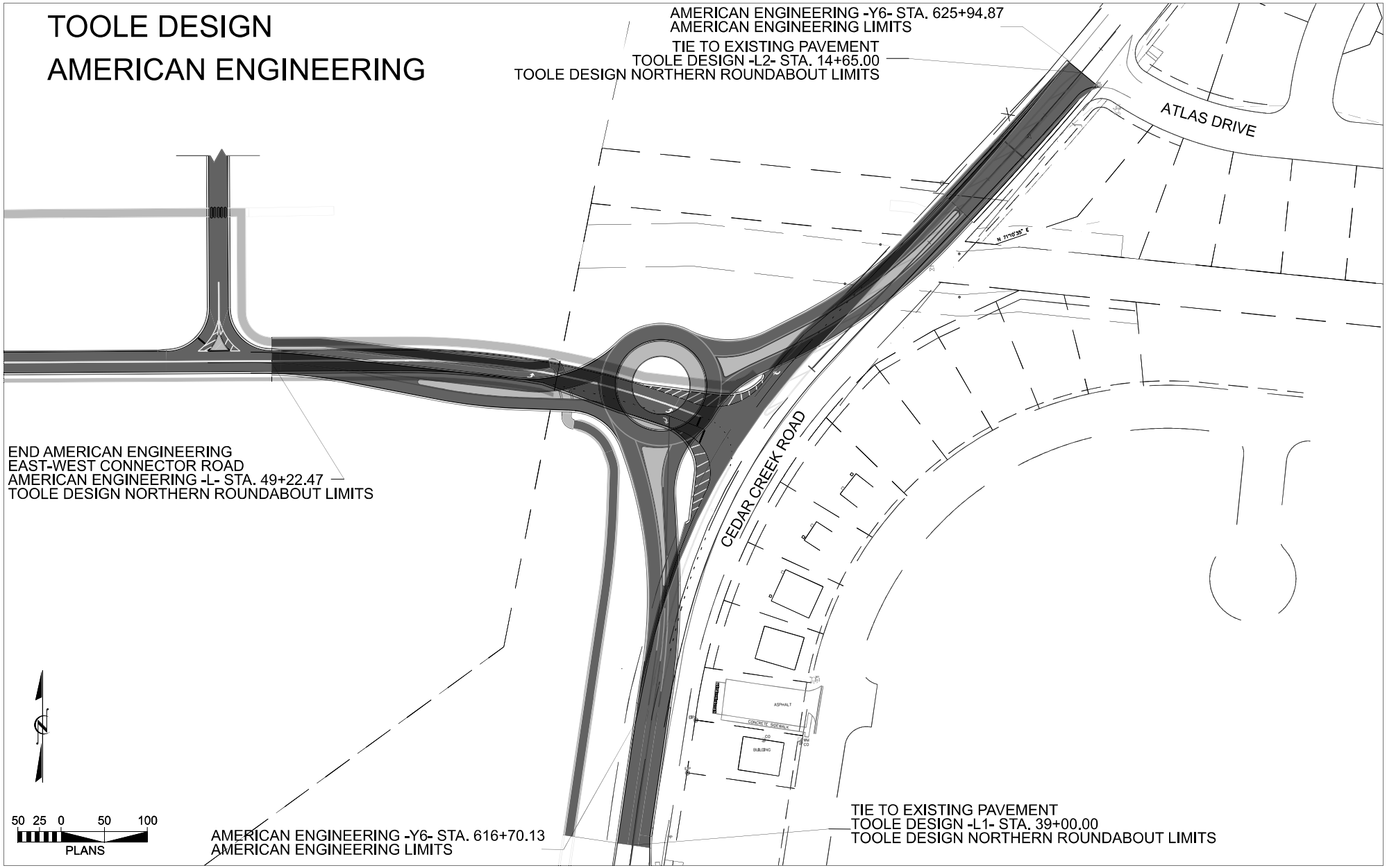


Exhibit G:

Rolling Meadows Site Development Schedule:

Schedules below are weather dependent and can be extended by up to 12 months due to named storms or similar wet conditions that result in conditions unsuitable for development purposes, upon written submittal of a request for the same to the Planning Director.

Phase I Site Development:
Site access from Cedar Creek Road as a construction entrance and T-Intersection 4th Quarter of 2025. Estimated time of completion 6 to 8 months.
The Estates – 4th Qtr 2025/1st Qtr 2026 commencement. Estimated time of completion 12 to 18 months.
The Preserve - 4th Qtr 2025/1st Qtr 2026 commencement. Estimated time of completion 12 to 18 months.
Estates East – 1st Qtr 2026 Commencement. Estimated time of completion 12 to 18 months.

Collector Road Bypass – Phase I
4th Qtr 2025 commencement. This portion of the collector road also includes the construction of the roundabout at Cedar Creek and is dependent upon the Town receiving approval from NCDOT for construction. Estimated time of construction 6 to 12 months.

North Carolina Department of Transportation
Preliminary Estimate

TIP No. **Contract No: 03RAL00130.05** **DRPS** County: **FRANKLIN**
Route Northern Roundabout
From Confier Lane to Atlas Drive to Y4 **CONSTR. COST**
Typical Section 2 Lane Curb and Gutter with Shared-Use Path **$2,714,667**
Number of Lanes 2
Drainage Type Curb & Gutter

Date 7/21/2025

Prepared By: Transportation Design Group LLP
Requested By: Town of Youngsville
Priced By: Transportation Design Group LLP

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
M			Mobilization (5%)	1	LS	$ 98,500.00	$ 98,500.00
M			Construction Surveying (2.5%)	1	LS	$ 49,250.00	$ 49,250.00
G			Supplemental Clearing and Grubbing	1	Acre	$ 7,500.00	$ 7,500.00
			Earthwork				
G			Comprehensive Grading	1	LS	$ 336,730.00	$ 336,730.00
			Drainage				
D			Foundation Conditioning Material, Minor Structures	50	Tons	$ 50.00	$ 2,500.00
D			Foundation Conditioning Material, Geotextile	140	SY	$ 10.00	$ 1,400.00
D			15" RC Pipe Culverts, Class III	408	LF	$ 65.00	$ 26,520.00
D			Drainage Structures	8	EA	$ 5,000.00	$ 40,000.00
D			Frame with Grate	1	EA	$ 1,000.00	$ 1,000.00
D			Frame with Grate & Hood	7	EA	$ 1,400.00	$ 9,800.00
D			Pipe End Section	2	EA	$ 3,000.00	$ 6,000.00
D			BMP #3 (Bioretention South of Cedar Creek Road Roundabout)	1	LS	$ 150,000.00	$ 150,000.00
			Roadway				
P1			Asphalt Type B25.0C	1,910	Tons	$ 110.00	$ 210,100.00
P1			Asphalt Type I19.0C	1,360	Tons	$ 110.00	$ 149,600.00
P1			Asphalt Type S9.5C	1,260	Tons	$ 115.00	$ 144,900.00
P1			Asphalt Binder for Plant Mix	230	Tons	$ 620.00	$ 142,600.00
P1			3" Milling Asphalt Pavement	945	SY	$ 10.00	$ 9,450.00
P2			8" x 12" Concrete Curb	1,524	LF	$ 35.00	$ 53,330.32
P2			8" x 18" Concrete Curb	214	LF	$ 35.00	$ 7,476.99
P2			Roundabout Truck Apron Concrete Curb and Gutter	334	LF	$ 100.00	$ 33,373.00
P2			2'-6" Concrete Curb and Gutter	2,684	LF	$ 35.00	$ 93,940.00
P2			4" Concrete Sidewalk Bands	385	SY	$ 80.00	$ 30,800.00
P2			Concrete Curb Ramp	3	EA	$ 3,000.00	$ 9,000.00
P2			4" Concrete Island Cover	865	SY	$ 65.00	$ 56,225.00
P2			9" Concrete Reinforced Truck Apron	515	SY	$ 150.00	$ 77,250.00
			Fencing				
F			Chain Link	140	LF	$ 40.00	$ 5,588.45
L			**Erosion Control**	1	LS	$ 92,000.00	$ 92,000.00
S			**Signing**	1	LS	$ 15,000.00	$ 15,000.00
Y			**Traffic Control (5%)**	1	LS	$ 98,500.00	$ 98,500.00
PM			**Pavement Marking**	1	LS	$ 10,000.00	$ 10,000.00

Lgth **0.302 Miles**

Contract Cost …….....	$ 1,968,333.76
(30%) Contingency …….....	$ 590,500.13
(3% for 2 years) Inflation …….....	$ 155,832.98
Construction Cost …….....	$ 2,714,666.87

This opinion of probable construction cost was developed by identifying pay items and establishing quantities based on the LAPP 30% construction documents. Additional pay items have been assigned approximate lump sum prices based on a percentage of the anticipated construction cost. This design cost opinion includes a 30% contingency to cover items that are undefined or are typically unknown prior to final design. Unit costs are based on 2025 dollars and were assigned based on historical cost data from NCDOT bid averages and coordination with American Engineering and Timmons Group. This cost opinion does not include: easement and right-of-way acquisition; permitting, inspection, or construction management, geotechnical investigation, environmental documentation, special site remediation, or the cost for ongoing maintenance]. This cost opinion is provided for the Client's information, and is based on the design professional's recent experience, adjusted for factors known at the time of preparation. Toole Design Group, LLC has no control over the cost of labor and material, competitive bidding, or market conditions; and makes no warranties, expressed or implied, concerning the accuracy of the opinion as compared to actual bids or cost to the Client.

90% Preliminary Design Cost Estimate

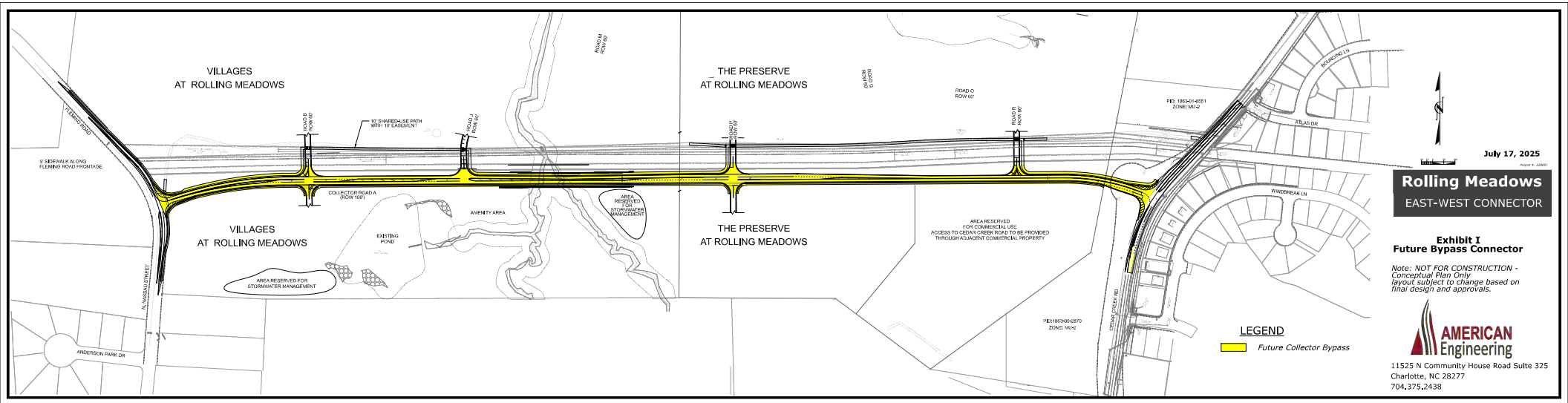
PROJECT: Youngsville - Youngsville Blvd
NUMBER: R220007
EST. BY: Kristopher Roberts **DATE:** 7/9/2025
CHECK BY Benjamin Pickering **DATE:** 7/9/2025

Item#	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization (5%)	1	LS	$51,600.00	$51,600.00
2	Construction Surveying (2.5%)	1	LS	$25,800.00	$25,800.00
2	Rock Removal	40	CY	$500.00	$20,000.00
3	Comprehensive Grading	1	LS	$221,000.00	$221,000.00
5	Erosion Control	1	LS	$14,300.00	$14,300.00
6	Incidental Milling	2910	SY	$10.00	$29,100.00
7	Aggregate Base Course, Type B25.0C	1470	TN	$110.00	$161,700.00
8	Asphalt Concrete Surface Course, Type S 9.5C	780	TN	$115.00	$89,700.00
9	Asphalt Coarse, Type I19.0C	730	TN	$110.00	$80,300.00
10	Asphalt Binder for Plant Mix	180	TN	$620.00	$111,600.00
11	4 " Concrete Sidewalk or SUP	830	SY	$80.00	$66,400.00
12	Aggregate Base Course	175	TN	$40.00	$7,000.00
13	Masonry Drainage Structures	6	EA	$5,000.00	$30,000.00
14	Endwalls, Reinforced	10	CY	$2,250.00	$22,500.00
15	18" R.C. Pipe Culverts, Class III	340	LF	$75.00	$25,500.00
16	42" R.C. Pipe Culverts, Class III	120	LF	$350.00	$42,000.00
17	2' 6" Concrete Curb and Gutter	760	LF	$35.00	$26,600.00
18	1' 6" Concrete Curb and Gutter	500	LF	$35.00	$17,500.00
19	Thermoplastic Pavement Marking Lines, 24", 90 mils	30	LF	$15.00	$450.00
20	Thermoplastic Pavement Marking Lines, 6", 90 mils	3920	LF	$1.00	$3,920.00
21	Thermoplastic Pavement Marking Lines, 4", 90 mils	2032	LF	$1.00	$2,032.00
22	Thermoplastic Pavement Marking Lines, 8", 90 mils	767	LF	$4.00	$3,068.00
23	Thermoplastic Pavement Marking Symbols, 90 mils:	8	EA	$180.00	$1,440.00
24	Geotextile for Drainage	25	SY	$3.00	$75.00
25	Foundation Conditioning Material, Minor Structures	50	TN	$50.00	$2,500.00
26	Foundation Conditioning Geotextile	160	SY	$10.00	$1,600.00
27	Rip Rap, Class B	10	TN	$70.00	$700.00
28	Traffic Control (5%)	1	LS	$49,100.00	$49,100.00

	Subtotal		$1,107,485.00
10.0%	Construction Contingency		$110,748.50
3% inflation 2 years	Inflation	2 yr period	$67,445.84
	Engineer's Estimate		$1,285,679.34
	SAY		**$1,290,000.00**

Notes and Assumptions:

This estimate includes the required improvement per the TIA for the T-intersection of the connector road and Cedar Creek Road. Including all of the improvements on Cedar Creek Road. Also includes the connector road construction from Cedar Creek Road to the eastern radius of the first development access point along the connector road. Utility relocations are also not included in this estimate.



LEGEND

Future Collector Bypass

July 17, 2025

Rolling Meadows

EAST-WEST CONNECTOR

Exhibit I
Future Bypass Connector

Note: NOT FOR CONSTRUCTION - Conceptual Plan Only layout subject to change based on final design and approvals.

AMERICAN Engineering
11525 N Community House Road Suite 325
Charlotte, NC 28277
704.375.2438

Town of Youngsville

Board of Commissioners
P. O. Box 190 / 134 US 1A South
Youngsville, NC 27596
(919) 925-3401 – Town Hall / (919) 925-3402 – Fax
CustomerService@youngsvillenc.gov www.youngsvillenc.gov

MINUTES
BOARD OF COMMISSIONERS

JULY 10, 2025
7:00PM
REGULAR MEETING

YOUNGSVILLE TOWN HALL
134 US 1A SOUTH

Mayor Fonzie Flowers called the Board Meeting of the Town of Youngsville Board of Commissioners to order at 7:00 pm and Commissioner Johnson gave invocation. Commissioners Cat Redd, Corey Pursche, Scott Brame, Joseph Johnson, and Larry Wiggins attended. Also in attendance were Town Manager Nathan Page, Assistant Town Manager William Doerfer, Town Attorney Katie Barber-Jones, Police Chief Greg Whitley, YFD Chief Brian Christmas, and Town Clerk / Tax Collector Emily Hurd.

Next on the agenda was the approval of the proposed agenda.

MOTION: APPROVE THE AMENDED AGENDA

The motion was made by Commissioner Brame, seconded by Commissioner Johnson, and passed unanimously, 5-0.

The next item on the agenda was Citizens' Comments.

Ryan Day, 408 Azalea Gaze Drive, stated he has lived in the Youngsville area for the past 5 years. He is a local business owner and was a volunteer for the Youngsville Fire Department. Mr. Day stated he wanted to get involved in the Youngsville community, possibly serving on one of the Boards. Mayor Flowers asked him to stay after the meeting to speak with some of the Staff and Commissioners.

The next item on the agenda was the approval of the Consent Agenda:

A. MINUTES FROM THE REGULAR BOARD MEETING – JUNE 12, 2025
B. FINANCE REPORT
C. FIRE DEPARTMENT REPORT
D. PARKS AND RECREATION REPORT
E. PLANNING AND ZONING REPORT
F. POLICE DEPARTMENT REPORT

DRAFT

G. PUBLIC WORKS REPORT
H. TAX COLLECTOR'S REPORT
I. TAX COLLECTOR'S SETTLEMENT REPORT
    i. ADOPT RESOLUTION APPROVING THE SETTLEMENT WITH THE TAX COLLECTOR FOR INSOLVENTS
    ii. APPROVE ORDER OF COLLECTION

MOTION: APPROVE CONSENT AGENDA AS PRESENTED

The motion was made by Commissioner Brame, seconded by Commissioner Wiggins, and passed unanimously, 5-0.

The next item on the agenda was Old Business – NC DOT Certification of Municipal Declaration to enact Speed Limits and Request for Concurrence – Speed Limit Reduction – N Nassau Street. Mayor Flowers noted this would reduce the speed limit on N Nassau Street from 35mph to 25mph in town limits as this street was a concern for area residents.

MOTION: APPROVE THE NC DOT CERTIFICATION OF MUNICIPAL DECLARATION TO ENACT SPEED LIMITS AND REQUEST FOR CONCURRENCE – SPEED LIMIT REDUCTION – N NASSAU STREET AS PRESENTED

The motion was made by Commissioner Brame, seconded by Commissioner Pursche, and passed unanimously, 5-0.



Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1087979

Division: 5 **County:** FRANKLIN **Municipality:** YOUNGSVILLE

Type: Municipal Speed Zones

Road: SR 1132 **Car:** 25 MPH **Truck:** 25 MPH

Description: On SR 1132 (North Nassau St) from the intersection of SR 1132 (North Nassau St) at SR 1100 (East Main St) to the Youngsville Municipal Limit located 0.351 mile northeast.

Municipal Certification

I, Emily Hurd, Clerk of Youngsville, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 10th day of July, 2025, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: 59 Page: 2 Ordinance Number: O-2025-01

In witness whereof, I have hereunto set my hand and the municipal seal this 10th day of July, 2025.

Emily Hurd
(signature)

State of North Carolina Incorporated 1875 Town of Youngsville

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

Page 1 of 1

There was no New Business.

The next item on the agenda was Reports and Other Business.

Mayor Flowers stated the Allstar baseball teams were playing and gave an update on the teams' status. He noted there was a lot of support for the Youngsville teams. Mayor Flowers stated Summerfest would be held July 26th and National Night Out will be August 8th.

Commissioner Brame noted the July CAMPO meeting had been cancelled and thanked Carey Johnson of the Franklin Times for reaching out to get details on CAMPO activity.

Along with Staff Reports, Page stated the lighting at Luddy Park batting cages has been improved and noted the extra costs won't affect the budget much. There has also been work on the ditching at Luddy Park that has survived the recent rains, proving the design was successful. Page noted the repaving for FY 2025 has been completed and updated the Board on the streets that were improved.

Page explained the engineers are still working on Cedar Creek and had the 30% Plans sent to NC DOT to be processed and Staff is working with them on the 60% quote. The Cedar Creek straightening is in the submittal process with signed agreements with NC DOT and is heading to the Board of Transportation. Page anticipates applying for a large grant in October through CAMPO and Commissioner Brame will keep the Board updated on its progress.

Page noted the engineers are also working on a roundabout for N Cross and E Franklin Streets, though it has been delayed due to work by Franklin County Public Utilities.

Doerfer stated he and Carpenter will meet regularly with the Franklin County Public Utilities Director to keep up with their in-town projects and compare project schedules.

DRAFT

Town of Youngsville
Finance Report

To: Youngsville Board of Commissioners
From: Nathan Page, Town Manager
Date: July 2, 2025
Re: Finance Report – June 2025

During the month of June, the General Depository Account had:

- Checks written and electronic payments made totaling $571,322.02 in expenses.
- Deposits recorded totaling $235,073.18 in revenues.

- Town's Debt Issuance as of 6/30/25:
  - Public Works and Town Hall Construction Loan – total balance $2,125,154.10
  - Town Hall Refinance – total balance $196,581.12

- Items of Note:
  - FUND 305-Main Street Improvement Project (MSIP): There is a balance of $500,000 due from capital projects that will be written off once the project is officially closed by the Auditor in FY25. The write-off will reduce our fund balance.

YOUNGSVILLE FIRE DEPARTMENT

803 Wheaton Ave, Youngsville N.C. 27596
Headquarters Station – 919.556.6899
www.yvfd.com
Brian L. Christmas, Fire Chief

Town Board of Commissioners Report

Date: June 2025

Summary of Emergency Calls

Call Type	Monthly Total	Incidents for Same Monthly period 24'	Year-to-Date Total 25'	Incidents for Same Period last year
EMS	84			
MVC (Motor Vehicle Collisions)	13			
Fires	6			
Fire Alarms	14			
Other	25			
Total	142	191 (%Change) -25.65	987	1118 (%Change) -11.72

Monthly Activity Highlights

- RACE CARS Meeting for Cardiac Emergencies
- Community Emergency Response Team Meeting
- Facility Training at Bunn FD
- Franklin County Emergency Ops Plan Review
- Recruit class final burn in Selma
- Recruit class car fires burn
- Cancer Cohort Study
- ISO Admin. Rules Changes Vetting

Youngsville Parks and Recreation
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919-924.3401| Fax: 919.925.3402

Alysa Murphy
Youngsville Parks and Recreation
134 US Alt US-1
Youngsville, NC 27596

6/17/25

Dear Board of Commissioners:

Please find below a summary of the Parks and Recreation Department activities during the month of June 2025.

1. Recreation Programs:
    - **Youth Baseball and Softball:**
        - Fall Youth Baseball and Softball games have officially concluded! While the weather certainly presented some challenges this season, Janel did an outstanding job rescheduling games and ensuring the season wrapped up on time.
            - 10U Softball All-Stars will compete June 23rd–25th in Butner.
            - 8U, 10U, and 12U Baseball All-Stars will compete July 7th–11th, with games held in either Wendell or Garner.
        - In addition, registration is currently open for the Fall 2025 Baseball and Softball season, which will close on July 11th. Evaluations for Modified Coach Pitch, Coach Pitch, Minor League, Little League, 10U Softball, 12U Softball, and Junior League divisions will take place on July 19th. Practices will begin July 26th, with games starting August 23rd.
    - **Adult Softball League:**
        - The Adult Softball season has officially wrapped up — congratulations to the Sandlot Sluggers on being crowned champions!
        - Fall registration is now open, and the new season is set to begin on August 13.

2. Community Events:

- **Golf Tournament:**
  - The Town of Youngsville Golf Tournament was another great success! With 22 teams and over 30 generous sponsors, we were fortunate to have beautiful weather and a fantastic turnout.
  - We are incredibly grateful to all the participants and sponsors who made this event possible. A special thank you to Mason Hurt and Captain Lemons for their hard work and dedication in preparing for the tournament!

3. Facilities:

- **Luddy Park:**
  - Despite the frequent rain, Luddy Park is looking great, and we're excited to wrap up the Spring 2025 season and facility rentals on a strong note. We appreciate everyone's patience and cooperation throughout the season and look forward to continued use of the park this summer.

If you have any questions, please don't hesitate to reach out to me using the contact information below.

Respectfully submitted,

Alyssa Murphy
Parks and Recreation Director
Office: 919.925.3398
amurphy@youngsvillenc.gov

Planning Staff Report
by Lucy Garcia, Planning Director

Meeting Dates:
Board of Commissioners July 10, 2025

June 2025 Permit Report

Permits Issued	Final Zoning Inspections	Sign Sweep Dates
3 Zoning Compliance Permits - 2 New structures - 1 New Use 1 Temporary Use/Sign Permit 3 Commercial Site Development Plan Approvals	2	

Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

MONTHLY REPORT
JUNE 2025

CALLS FOR SERVICE

The Youngsville Police Department recorded 328 calls for service during the month of June compared to 419 calls in the same month last year. Of those 328 calls for service, 22 reports were taken, and 90 citations were written.

MOTOR VEHICLE COLLISIONS

During June 2025, the Youngsville Police Department investigated 15 motor vehicle collisions as compared to 7 during the same month last year. There was 1 collision with reported injuries.

PATROL OPERATIONS

- *"Selective Enforcements"*: The Youngsville Police Department conducted the following Selective Enforcements in the areas of Cross Street, US 1, and Holden Road. The enforcement resulted in the following:

Violations	Number of Charges
Speed Enforcement	22
Saturation Patrol	33
Checking Station	22

Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

- *"GHSP Operation Firecracker "Booze It & Lose It"* The Youngsville Police Department participated in the Governor's Highway Safety Program (GHSP) Operation Firecracker "Booze It & Lose It" campaign that ran from June 30, 2025, to July 6, 2025. The stats below represent the first day of the campaign. The campaign resulted in the following:

Violations	Number of Charges
Speeding	3
Registration Violations	2
No Operators/License/DWLR	5

- During June 2025, officers reported the following activities:

Activity	Total
Citations	90
Total Charges	126
Warnings	30
Business Checks	56
Neighborhood Checks	68
Foot Patrols	19
Training Hours	32

COMMUNITY POLICING

- *Events Attended*

Event	Date of Event
Town of Youngsville Golf Tournament	06/06
Coffee with a Cop	06/24

Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

- *Upcoming Events*

Event	Anticipated Date	Anticipated Time
Blood Drive partnered with Faith Baptist	07/08	2p-6p

ADMINISTRATIVE, TRAINING AND OTHER ACTIVITIES

- Captain Lemons, Sergeant Simpson, Officer Tietz, Officer Heustis, Officer McAdams, Officer Fanara, and Officer Witte completed Drivers Training
- Officer Cyrankowski, Officer Woods, and Officer Cox attended a roll call training conducted by Sergeant Massie on the topic of Deploying Stop Sticks safely
- Officer Tietz completed DWI Detection and SFST training
- Sergeant Simpson completed training on the following topic: Public Safety Cycling Course
- Officer Allen and Officer Cyrankowski completed Taser recertification, instructed by Captain Lemons
- Officer Woods, Officer Cox, Officer Cyrankowski, and Officer Allen completed roll call training by Sergeant Massie on the topic of Consent to Search Form and Property and Evidence Report
- Sergeant Simpson completed the mandatory in-service training topics of 2025 Legal Update and 2025 Legislative Update
- Officer McAdams attended the following training: Fundamentals of the Investigative Process
- Captain Lemons completed the following mandatory in-service training topic: 2025 Responding to Traffic Incidents – Officer Safety
- Officer Heustis, Officer Tietz, Officer McAdams, and Officer Witte attended a roll call training conducted by Sergeant Simpson on the topic of Evidence Packaging, Seizure and Documentation
- Captain Lemons conducted a test out on the topic of Hazmat for Deputy A. Callahan

Youngsville Police Department

Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

- The 2025 Citizen's Police Academy began on Wednesday, June 18th
- The North Carolina Law Enforcement Accreditation formal request was submitted to move to the next phase of the Accreditation process with an on-site assessment scheduled for September 9th
- Tanya Cash attended a virtual NCLEA meeting / training
- The mock assessment for NCLEA Accreditation was completed by 5 outside agencies (NCSHP, NCALE, NC DMV License and Theft, and Asheville Police Department)
- Tanya Cash completed four Accreditation Mock Assessments (Kershaw County Sheriff's Office, SC, Asheville Police Department, Albemarle Police Department and Cabarrus County Sheriff's Office)
- Tanya Cash attended a virtual training on the following topic: Ensuring Polices Support and Protect Your Officers, Agency
- Fingerprints were completed for 21 individuals

Youngsville Public Works
Memorandum

From: Steven Carpenter, Public Works Supervisor
To: Board of Commissioners
Via: Emily Hurd, Town Clerk
Date: July 1, 2025
Subject: Public Works Monthly Report for June 2025

During the month of June 2025, the Public Works team accomplished the following:

- Facilities / Grounds Maintenance
  - Grass Cutting: 26 hours
  - Grass Notices sent: 22
  - Grass Notice Violation Cuts: 0

  - Town Hall
    - Number of hours of maintenance performed: 3.5
  - Community Building
    - Number of hours of maintenance performed: 4
  - Public Works Facility
    - Number of hours of maintenance performed: 12
  - Luddy Park
    - Number of hours of maintenance performed: 0
  - Mitchell Park
    - Number of hours of maintenance performed: 0
  - Cemetery
    - Number of hours of maintenance performed: 8

- Streets
  - Potholes repaired: 0
  - Storm Drains: 0
  - Street signs replaced or repaired: 1
  - Dead Animal Removal: 0
  - Litter Sweeps: 1
  - Sidewalk upkeep: 0
  - Winter Road preparations: 0
  - Road Maintenance / Upkeep: 0

- Collection totals
  - Tons of brush / leaf waste collected: 9.59
  - Tons of bulky items / household waste collected: 65.21
  - Tons of recycle (single stream) collected: 5.8
  - Delivered refuse container/recycling container to new residents: 18
  - Trash Service notices: 10 **(Past Due account)**

- Fleet Maintenance

- Training

  The Public Works supervisor attended Maintenance and Troubleshooting training for the garbage trucks. This training was focused on routine maintenance and troubleshooting to enable the supervisor to ensure maintenance is completed in accordance with manufacturer recommendations.

- Updates on special projects for the month – <u>June 2025:</u>

  1) Repaving of SE Railroad has been completed
  2) Wheaton Ave repaving in the industrial park has been completed.
  3) New Public Works Supervisor started June 2nd
  4) Public Works Supervisor attended Maintenance and Troubleshooting training in June

- Upcoming special projects for the month – <u>July 2025:</u>

  1) FY 2025-2026 begins
  2) New equipment will be arriving for the Public Works Department
  3) Litter sweep will resume in high traffic areas
  4) Will be doing some focused maintenance on main street flower beds and sidewalks
  5) Beginning prep work to restore ditch to function properly at corner of Main St. and S. Nassau St.

Town of Youngsville
Memorandum

To: Board of Commissioners
From: Emily Hurd, Tax Collector
Date: 7/1/2025
Re: Monthly Tax Collection Report
Encl: Collections Rate Report

Please review and approve the report below of the June 2025 releases, adjustments, refunds, and tax collection report.

- Total release amount for June 2025 - $0.00
- Total adjustment amount for June 2025 - $0.00
- Total refund (overages) amount for June 2025 - $0.00
- New Tax software is now live. Reports will have a different format. We will continue to work with software to finalize the reporting process.
- Received Vehicle Taxes from Franklin County – $23,564.66 for May.
- Continue working on garnishments and foreclosures.

As of June 30th, we have collected 99.50% of 2024.



Please do not hesitate to contact me if you have any questions or need more detailed information.

Page 1 of 1

The next item on the agenda was Closed Session. There was no need for Closed Session.

The meeting adjourned at 7:11pm upon a motion made by Commissioner Wiggins, seconded by Commissioner Brame, and passed unanimously, 5-0.

Respectfully submitted by Emily Hurd, Town Clerk, NCCMC, CMC

Town of Youngsville
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3402

August 7, 2025

To: Commissioners

From: Keristen Franklin, Finance Officer

Re: Financial Statements for the month ended July 31, 2025,

Condensed Financial statements for the month ended July 31, 2025, are attached. The financial statements have been prepared on the modified accrual basis of accounting which essentially means that all unpaid bills that have been received as of today's date are included in the expenditures line items.

The financial statements are arranged in the following sequence:

Revenue and Expense Reports
- General Fund (#100),
- Powell Bill Fund (#210),
- Debt Set Off (#405)

Balance Sheets
- General Fund (#100),
- Powell Bill Fund (#210),
- Debt Set Off (#405)

Keristen Franklin, Finance Officer
Finance Officer
Office: 919.925.3393
kfranklin@townofyoungsville.org

Town of Youngsville
Finance Report

To: Youngsville Board of Commissioners
From: Keristen Franklin, Finance Officer
Date: August 7, 2025
Re: Finance Report – July 2025

During the month of July, the General Depository Account had:

- Checks written and electronic payments made totaling $776,786.81 in expenses.
- Deposits recorded totaling $178,367.30 in revenues.

- Town's Debt Issuance as of 7/31/25:
    - Public Works and Town Hall Construction Loan – total balance $2,062,524.70
    - Town Hall Refinance – total balance $188,015.97

- Items of Note:
    - FUND 305-Main Street Improvement Project (MSIP): There is a balance of $500,000 due from capital projects that will be written off once the project is officially closed by the Auditor in FY25. The write-off will reduce our fund balance.

Youngsville, NC

Budget Report

Group Summary

For Fiscal: 2025-2026 Period Ending: 07/31/2025

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
310 - Property Tax	3,352,500.00	3,352,500.00	47.56	47.56	0.00	-3,352,452.44	0.00%
315 - Vehicle Tax	270,000.00	270,000.00	24,103.47	24,103.47	0.00	-245,896.53	8.93%
318 - Intergovernmental - Unrestricted	1,604,900.00	1,604,900.00	123,930.20	123,930.20	0.00	-1,480,969.80	7.72%
319 - Intergovernmental - Restricted	3,000.00	3,000.00	0.00	0.00	0.00	-3,000.00	0.00%
320 - Licenses	250.00	250.00	0.00	0.00	0.00	-250.00	0.00%
325 - Permits	40,000.00	40,000.00	17,600.00	17,600.00	0.00	-22,400.00	44.00%
350 - Community House	20,000.00	20,000.00	800.00	800.00	0.00	-19,200.00	4.00%
351 - Police Department Fines & Forfeitures	12,500.00	12,500.00	208.50	208.50	0.00	-12,291.50	1.67%
360 - Garbage & Recycling	275,000.00	275,000.00	23,094.89	23,094.89	0.00	-251,905.11	8.40%
365 - Parks & Recreation	120,625.00	120,625.00	8,685.00	8,685.00	0.00	-111,940.00	7.20%
370 - Investment Income	50,000.00	50,000.00	8,526.19	8,526.19	0.00	-41,473.81	17.05%
380 - Contributions & Donations	2,500.00	2,500.00	13.00	13.00	0.00	-2,487.00	0.52%
390 - Miscellaneous Revenue	30,350.00	30,350.00	70.00	70.00	0.00	-30,280.00	0.23%
395 - Transfers from Funds	300,000.00	300,000.00	0.00	0.00	0.00	-300,000.00	0.00%
410 - Board of Commissions/Governing Body	183,040.00	183,040.00	8,749.20	8,749.20	0.00	174,290.80	4.78%
420 - Administration	1,109,682.00	1,109,682.00	88,942.53	88,942.53	16,758.26	1,003,981.21	9.53%
500 - Public Facilities	1,363,600.00	1,363,600.00	116,551.13	116,551.13	382,011.97	865,036.90	36.56%
510 - Public Safety	2,155,400.00	2,155,400.00	260,307.78	260,307.78	60,404.79	1,834,687.43	14.88%
560 - Public Works	715,100.00	715,100.00	113,371.43	113,371.43	16,000.00	585,728.57	18.09%
620 - Parks & Recreation	649,000.00	649,000.00	17,563.04	17,563.04	26,845.98	604,590.98	6.84%
Fund: 100 - GENERAL FUND Surplus (Deficit):	**-94,197.00**	**-94,197.00**	**-398,406.30**	**-398,406.30**	**-502,021.00**	**-806,230.30**	**955.90%**
Fund: 210 - POWER BILL							
318 - Intergovernmental - Unrestricted	94,197.00	94,197.00	0.00	0.00	0.00	-94,197.00	0.00%
Fund: 210 - POWER BILL Surplus (Deficit):	**94,197.00**	**94,197.00**	**0.00**	**0.00**	**0.00**	**-94,197.00**	**0.00%**
Fund: 405 - DEBT SET OFF							
370 - Investment Income	0.00	0.00	1,168.74	1,168.74	0.00	1,168.74	0.00%
Fund: 405 - DEBT SET OFF Surplus (Deficit):	**0.00**	**0.00**	**1,168.74**	**1,168.74**	**0.00**	**1,168.74**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**-397,237.56**	**-397,237.56**	**-502,021.00**	**-899,258.56**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - GENERAL FUND	-94,197.00	-94,197.00	-398,406.30	-398,406.30	-502,021.00	-806,230.30
210 - POWER BILL	94,197.00	94,197.00	0.00	0.00	0.00	-94,197.00
405 - DEBT SET OFF	0.00	0.00	1,168.74	1,168.74	0.00	1,168.74
Report Surplus (Deficit):	**0.00**	**0.00**	**-397,237.56**	**-397,237.56**	**-502,021.00**	**-899,258.56**

Youngsville, NC

Balance Sheet
Account Summary
As Of 07/31/2025

Account	Name	Balance	
Fund: 100 - GENERAL FUND			
Assets			
100-110-100	Operating Cash - FNB	780,474.36	
100-110-110	Petty Cash	100.00	
100-110-114	Athletic Registration - BCB	170,157.71	
100-110-115	DOJ Checking - BCB	447.19	
100-110-116	PD Donations - BCB	12,050.44	
100-110-117	General Depository - BCB (NEW)	47,828.18	
100-110-201	Money Market/Savings Account - BCB	1.00	
100-110-202	IntraFi Sweep - MM - BCB	1,683,446.99	
100-110-203	IntraFi Sweep - GEN DEP - BCB	1,123,174.44	
100-110-300	Accounts Receivable	150.00	
100-110-310	DSO Receivable	20,106.32	
100-110-320	Property Tax Receivable	104,823.70	
100-110-330	LG Sales Tax Receivable	195,870.73	
100-110-340	Sales Tax Refund Receivable	75,920.98	
100-110-342	Franklin Co. Sales Tax	7,916.33	
100-110-344	Wake Co. Sales Tax Rec	158.13	
100-110-345	Wake Co. Transit Tax	39.55	
100-110-347	Durham Co. Sales Tax Rec	3.33	
100-110-348	Durham Co. Transit Tax	0.73	
100-110-360	Garbage & Recycling Receivable	2,174.80	
100-110-361	Garbage & Rec Allowance for Doubtful Ac	-11,567.65	
100-110-370	Community House Receivable	300.00	
100-110-391	Due from Powell Bill	-1,730.22	
100-110-392	Due from Debt Set Off	10,501.20	
100-110-393	Due From NCCMT	259,340.15	
100-110-394	Due from Capital Projects	499,982.58	
100-110-410	Prepaid Expenses	1,213.77	
	Total Assets:	**4,982,884.74**	**4,982,884.74**
Liability			
100-210-100	Accounts Payable	94,036.17	
100-210-200	Employee Related Accounts Payable	24,428.57	
100-210-220	FICA Tax Payable	-53.71	
100-210-221	Federal Withholding Tax Payable	280.81	
100-210-222	State Withholding Tax Payable	-46.00	
100-210-223	Retirement Contribution Payable	-40.54	
100-210-225	Insurance Deductions Payable	-4,267.38	
100-210-310	Community House Deposits	3,523.75	
100-210-312	Garbage Deposits	1,100.00	
100-210-321	Property Tax Prepayments	15,976.77	
100-210-322	Garbage & Recycling Prepayments	8,061.54	
100-210-325	Franklin Co. Sales Tax Payable	31.78	
100-210-326	NC Sales Tax Payable	75.52	
100-210-910	Reserve for Taxes Receivable	53,404.00	
100-210-940	Due to ABC Store	-20,691.88	
100-210-950	Due to Powell Bill	19,610.98	
	Total Liability:	**195,430.38**	
Equity			
100-299-000	Equities	1,160,343.44	
100-299-500	Fund Balance	4,025,517.22	
	Total Beginning Equity:	**5,185,860.66**	

Account	Name	Balance
Total Revenue		207,078.81
Total Expense		605,485.11
Revenues Over/Under Expenses		**-398,406.30**
	Total Equity and Current Surplus (Deficit):	**4,787,454.36**
	Total Liabilities, Equity and Current Surplus (Deficit):	**4,982,884.74**

Balance Sheet **As Of 07/31/2025**

Account	Name	Balance	
Fund: 210 - POWER BILL			
Assets			
210-110-211	Savings Account - BCB	29,430.08	
210-110-340	Sales Tax Refund Receivable	1,848.24	
210-110-390	Due from General Fund	19,610.98	
	Total Assets:	**50,889.30**	**50,889.30**
Liability			
210-210-950	Due to General Fund	-1,730.22	
	Total Liability:	**-1,730.22**	
Equity			
210-299-000	Equities	58,648.27	
210-299-500	Fund Balance	-6,028.75	
	Total Beginning Equity:	**52,619.52**	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**52,619.52**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**50,889.30**

Account	Name	Balance	
Fund: 305 - CAPITAL PROJECTS - PED PLAN GRANT			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
305-210-950	Due to General Fund	499,982.58	
	Total Liability:	**499,982.58**	
Equity			
305-299-000	Equities	-29,229.90	
305-299-500	Fund Balance	-470,752.68	
	Total Beginning Equity:	**-499,982.58**	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**-499,982.58**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 07/31/2025**

Account	Name	Balance	
Fund: 405 - DEBT SET OFF			
Assets			
405-110-108	Operating Cash	327,030.18	
	Total Assets:	**327,030.18**	**327,030.18**
Liability			
405-210-950	Due to General Fund	269,478.38	
	Total Liability:	**269,478.38**	
Equity			
405-299-000	Equities	29,088.53	
405-299-500	Fund Balance	27,294.53	
	Total Beginning Equity:	**56,383.06**	
Total Revenue		1,168.74	
Total Expense		0.00	
Revenues Over/Under Expenses		**1,168.74**	
	Total Equity and Current Surplus (Deficit):	**57,551.80**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**327,030.18**

Budget vs Actual

TOWN OF YOUNGSVILLE
11/6/2024 1:58:36 PM

Period Ending 6/30/2024

305 CAPITAL PROJECTS - PED PLAN GRANT

Description	Budget	Encumbranc	YTD	Variance	Percent
Revenues					
305-319-000 Intergovernmental - Restricted	0	0.00	0.00	0.00	
305-319-070 Ped Plan Grant Income	2,658,604	0.00	2,977,215.53	318,611.41	112%
305-370-000 Investment Income	0	0.00	0.00	0.00	
305-370-010 Interest Income	0	0.00	1,099.04	1,099.04	
305-395-000 Transfers from Funds	0	0.00	0.00	0.00	
305-395-305 GF Fund Appropriation	676,058	0.00	154,875.52	(521,182.60)	23%
Revenues Totals:	3,334,662	0.00	3,133,190.09	(201,472.15)	94%

Budget vs Actual

Period Ending 6/30/2024

305 CAPITAL PROJECTS - PED PLAN GRANT

Description	Budget	Encumbranc	YTD	Variance	Percent
Expenses					
305-500-000 Pedestrian Plan Project Expenses	0	0.00	0.00	0.00	
305-500-200 Project Oversight/Eng Fees	455,000	0.00	453,614.75	1,385.30	100%
305-500-310 Miscellaneous Expense	222,396	0.00	3,849.00	218,547.00	2%
305-500-350 Construction Expenses	2,530,000	0.00	3,148,330.47	(618,330.00)	124%
305-500-700 Other Cost	127,266	0.00	27,501.40	99,764.32	22%
305-500-799 Contingency	0	0.00	0.00	0.00	
PUBLIC FACILITIES Totals:	3,334,662	0.00	3,633,295.62	(298,633.38)	109%
Expenses Totals:	3,334,662	0.00	3,633,295.62	(298,633.38)	109%

Period Ending 6/30/2024

305 CAPITAL PROJECTS - PED PLAN GRANT	Totals:	(500,105.53)

GL Balance Sheet

Period Ending 6/30/2024

TOWN OF YOUNGSVILLE

305 CAPITAL PROJECTS - PED PLAN GRANT		
Asset		
305-110-103 Pedestrian Plan Grant Bank Account - BCB		$379,715.38
	Total	$379,715.38
Liability		
305-210-950 Due to General Fund		$879,820.91
Current Fund Balance Adjustment		-$500,105.53
	Total	$379,715.38

YOUNGSVILLE FIRE DEPARTMENT

803 Wheaton Ave, Youngsville N.C. 27596
Headquarters Station – 919.556.6899
www.yvfd.com
Brian L. Christmas, Fire Chief

Town Board of Commissioners Report

Date: July 2025

Summary of Emergency Calls

Call Type	Monthly Total	Incidents for Same Monthly period 24'	Year-to-Date Total 25'	Incidents for Same Period last year
EMS	75			
MVC (Motor Vehicle Collisions)	18			
Fires	15			
Fire Alarms	20			
Other	20			
Total	148	201 (%Change) -26.37	1135	1319 (%Change) -13.95

Monthly Activity Highlights

- Reserved Pinehill Pavilion for fire and Police Awards Banquet
- Attended July 4 parade at Winston Ridge
- Congratulations to the following on their promotions:
  - Battalion Chief Andy Dudash
  - Battalion Chief Carmen Adornetto
  - Battalion Chief Jordan Hill
  - Captain Corey Hudgens
  - Captain Tyler Batchelor
  - Captain Britt Liggins
  - Lieutenant Tristan West
  - Lieutenant David Malone (New Hire)
- Facility Training at Bunn
- Retiree Dinner
- Quarterly Business Meeting
- Hosted the Piedmont Firefighters Association Meeting at Faith Church

YOUNGSVILLE FIRE DEPARTMENT

803 Wheaton Ave, Youngsville N.C. 27596
Headquarters Station – 919.556.6899
www.yvfd.com
Brian L. Christmas, Fire Chief

- Mutual Aid Training with Wake Forest
- Cert Team assisted with Summerfest
- Nash Community College came in and gave presentation

Youngsville Parks and Recreation
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919-924.3401| Fax: 919.925.3402

Alysa Murphy
Youngsville Parks and Recreation
134 US Alt US-1
Youngsville, NC 27596

8/4/25

Dear Board of Commissioners:

Please find below a summary of the Parks and Recreation Department activities during the month of July 2025.

1. Recreation Programs:
    - Youth Baseball and Softball:
        - This year, we had five teams represent Youngsville in the All-Star Tournament: two 8U Coach Pitch teams, one Minor League team, one Little League team, and one 10U Softball team. Each team played with great effort and sportsmanship. Our Little League team received positive feedback for how well they performed, especially as a fully recreational team.
        - For the upcoming Fall 2025 youth baseball/softball season, we have a total of 35 teams and 442 registered players. Practices will take place Monday through Saturday over a four-week period, with games beginning on August 23rd.
        - We've seen a significant increase in participation this season. Last Fall (2024), we had 29 teams and 352 registered players. This year's growth represents an increase of 6 teams and 90 players. Unfortunately, due to limited field availability, 33 players remain on the waitlist.
    - Adult Softball:
        - We have a total of 6 teams registered for the Fall 2025 Adult Softball season. Games will be played on Wednesday evenings,

with Sundays reserved for make-up games as needed. The season will officially begin on August 13, and we're looking forward to a great season ahead.

2. Facilities:
    - **Luddy Park:**
        - We recently partnered with Progreen Landscape Solutions to enhance the landscaping around the retaining wall at Luddy Park. Dan and his team have been working diligently to maintain the park grounds while also preparing the space for rentals and youth recreation activities.
        - In addition, we received a generous donation of wood mulch, which will be spread throughout the playground near field 2 on August 9 by volunteers from Faith Baptist Church. We're grateful that the church has chosen Luddy Park as one of their locations for their service site during the week of August 4.

If you have any questions, please don't hesitate to reach out to me using the contact information below.

Respectfully submitted,

Alysa Murphy
Parks and Recreation Director
Office: 919.925.3398
amurphy@youngsvillenc.gov

Planning Staff Report
by Julia Straight, Planning Technician

Meeting Dates:
Board of Commissioners August 14 2025

July 2025 Permit Report

Permits Issued	Final Zoning Inspections	Sign Sweep Dates
16 Zoning Compliance Permits - 14 New Structures - 1 New Use - 1 Upfit to existing structure	2	

Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

MONTHLY REPORT
JULY 2025

CALLS FOR SERVICE

The Youngsville Police Department recorded 382 calls for service during July 2025, compared to 435 calls in the same month last year. Of those 382 calls for service, 12 reports were taken, and 122 citations were written.

MOTOR VEHICLE COLLISIONS

During July 2025, the Youngsville Police Department investigated 13 motor vehicle collisions as compared to 10 during the same month last year. There were 3 collisions with reported injuries.

PATROL OPERATIONS

- *"Selective Enforcements"*: The Youngsville Police Department conducted the following Selective Enforcements in the areas of Cross Street, US 1, and Holden Road. The enforcement resulted in the following:

Violations	Number of Charges
Speed Enforcement	33
Saturation Patrol	9
Checking Station	11

Youngsville Police Department

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3403

- *“GHSP Operation Firecracker “Booze It & Lose It”* The Youngsville Police Department participated in the Governor’s Highway Safety Program (GHSP) Operation Firecracker "Booze It & Lose It” campaign that ran from June 30, 2025, to July 6, 2025. The six-day campaign resulted in the following:

Violations	Number of Charges
Speeding	18
Registration Violations	9
No Operators/License/DWLR	3

- *“GHSP Operation "Speeding Catches Up with You"* The Youngsville Police Department participated in the Governor’s Highway Safety Program (GHSP) Operation "Speeding Catches Up With You” campaign that ran from July 21, 2025, to July 27, 2025. The campaign resulted in the following:

Violations	Number of Charges
Speeding	16
Registration Violations	3
No Operators/License/DWLR	4
Stop Light/Sign Violations	1

Youngsville Police Department

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3403

- During July 2025 officers reported the following activities:

Activity	Total
Citations	122
Total Charges	198
Warnings	41
Business Checks	83
Neighborhood Checks	155
Foot Patrols	45
Training Hours	27

COMMUNITY POLICING

- *Events Attended*

Event	Date of Event
Blood Drive	07/08
SummerFest	07/26

- *Upcoming Events*

Event	Anticipated Date	Anticipated Time
National Night Out	08/08	6p-8p
Cones with a Cop	08/15	5p-7p
Battle of the Badges Blood Drive	8/18	12p-5p
BBQ Cook Off	08/30	1p-6p

Youngsville Police Department

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3403

ADMINISTRATIVE, TRAINING AND OTHER ACTIVITIES

- Officer Allen completed CJIS Security training and testing
- Sergeant Massie completed the mandatory in-service training topic of 2025 Responding to Traffic Incidents – Officer Safety
- An applicant interview for the position of Police Officer Reservist was conducted by Detective Corporal Wisnieski, Sergeant Massie, and Tanya Cash
- Captain Magsi, Sergeant Simpson, Officer Allen, Officer Heustis, Officer McAdams, and Detective Corporal Wisnieski attended the 2025 Field Training Officer Annual Training that was instructed by Captain B. Lemons
- Captain Lemons, Captain Magsi, Sergeant Massie, Officer Woods, Officer Cyrankowski, Officer Cox, Officer Allen, Sergeant Simpson, Officer McAdams, Officer Tietz, and Officer Heustis attended training conducted by Detective Corporal Wisnieski and Tanya Cash on the topic of Evidence Collection, Packaging and Submission
- Sergeant Massie completed the mandatory in-service training topic of 2025 Responding to Traffic Incidents – Officer Safety
- Officer Cyrankowski completed the mandatory in-service training topics of 2025 Firearms Classroom and 2025 Recognizing and Responding to Hazardous Substances
- Captain Lemons completed Taser Instructor training
- Officer Woods, Officer Allen, Officer Cox, and Officer Cyrankowski attended roll call training that was instructed by Sergeant Massie on the topic of completing Consent to Search and Property / Evidence forms
- Officer Heustis, Officer McAdams, and Officer Tietz attended roll call training that was instructed by Sergeant Simpson on the topic of completing Consent to Search and Property / Evidence forms
- Officer Allen and Officer Cyrankowski completed training for 2025 Accreditation Updates that was conducted by Captain Lemons
- Officer Cyrankowski completed training for 2025 Bloodborne Pathogens
- Officer Cyrankowski attended training on the following topic: Mastering DWI Cases, Investigations, Evidence and Trial Strategies
- Sergeant Simpson completed the mandatory in-service training topic of 2025 Responding to Traffic Incidents – Officer Safety

Youngsville Police Department

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3403

- Sergeant Massie and Sergeant Simpson attended the FBI LEEDA Executive Leadership Institute
- Sergeant Massie and Sergeant Simpson were awarded the FBI LEEDA Trilogy Award
- The Bicycle Patrol Unit was deployed for the first time during SummerFest
- Tanya Cash attended virtual training on the following topics: PowerDMS Enhancements: Compliance and Policies and Workforce Management, Executive Communication Skills for Accreditation Managers, PowerDMS Creating Tests & Surveys, PowerDMS Creating Training Certificates, and PowerDMS Creating and Managing Document Workflows
- North Carolina Law Enforcement Accreditation Committee assigned the following assessors to the department for accreditation purposes: Tami Warren (Assessor Team Lead), Retired Chief D. Ipock, and Belinda Pounds
- An agency informational guidebook was created and submitted to the assigned NCLEA assessment team.
- Chief Whitley, Captain Lemons, and Tanya Cash completed a virtual meeting with the assessment team to discuss accreditation information
- Youngsville Police Department hosted the FBI LEEDA Executive Leadership Institute training
- Youngsville Police Department hosted training for Franklin County Sheriff's Office and Lake Royale Police Department for the topics of Firearms, Recognizing and Responding to Hazardous Substances and Bloodborne Pathogens
- Tanya Cash conducted a mock assessment for the North Carolina Highway Patrol for NCLEA accreditation.
- Fingerprints were completed for 19 individuals

Youngsville Public Works
Memorandum

From: Steven Carpenter, Public Works Supervisor
To: Board of Commissioners
Via: Emily Hurd, Town Clerk
Date: Aug. 1, 2025
Subject: Public Works Monthly Report for July 2025

During the month of July 2025, the Public Works team accomplished the following:

- Facilities / Grounds Maintenance
  - Grass Cutting: 32 hours
  - Grass Notices sent: 10
  - Grass Notice Violation Cuts: 0

  - Town Hall
    - Number of hours of maintenance performed: 4
  - Community Building
    - Number of hours of maintenance performed: 3
  - Public Works Facility
    - Number of hours of maintenance performed: 10
  - Luddy Park
    Number of hours of maintenance performed: 3
  - Mitchell Park
    - Number of hours of maintenance performed: 1
  - Cemetery
    - Number of hours of maintenance performed: 8

- Streets
  - Potholes repaired: 0
  - Storm Drains: 0
  - Street signs replaced or repaired:
  - Dead Animal Removal: 0
  - Litter Sweeps: 2
  - Sidewalk upkeep: 2
  - Winter Road preparations: 0
  - Road Maintenance / Upkeep: 0

- Collection totals
    - Tons of brush / leaf waste collected: 9
    - Tons of bulky items / household waste collected: 65
    - Tons of recycle (single stream) collected: 5
    - Delivered refuse container/recycling container to new residents: 19
    - Trash Service notices: 11 **(Past Due account)**

- Fleet Maintenance:

  Both lawn mowers were out of service for about a week, one lawn mower had flat tire with bent rim - we installed a tube. The other lawn mower's deck was damaged, that was delivered to and fixed by Triad Equipment. All 3 PW trucks were serviced

- Training

- Updates on special projects for the month – <u>July 2025:</u>

  1) New equipment arrived at PW (new tractor and attachments)
  2) Litter sweeps downtown were successful
  3) Used new tractor on much needed gravel road maintenance
  4) PW staff assisted with preparation for Summerfest
  5) Started prep work for ditch maintenance on S. Nassau St.

- Upcoming special projects for the month – <u>Aug. 2025:</u>

  1) Start enrolling Public Works staff in safety and work zone/traffic control training
  2) Litter sweep will continue in high traffic areas
  3) Finding and finalizing locations for town benches and trash cans.

Town of Youngsville
Memorandum

To: Board of Commissioners
From: Emily Hurd, Tax Collector
Date: 7/31/2025
Re: Monthly Tax Collection Report
Encl: Collections Rate Report

Please review and approve the report below of the July 2025 releases, adjustments, refunds, and tax collection report.

- Total release amount for July 2025 - $0.00
- Total adjustment amount for July 2025 - $0.00
- Total refund (overages) amount for July 2025 - $0.00
- New Tax software is now live. Reports will have a different format. We will continue to work with software to finalize the reporting process.
- Received Vehicle Taxes from Franklin County – $24,103.47 for June.
- Continue working on garnishments and foreclosures.

As of July 31st, we have collected 99.50% of 2024.



Please do not hesitate to contact me if you have any questions or need more detailed information.

Youngsville

Tax Collector Report

Youngsville, NC

Tax Year	Billed w/ Int	Collected of Billed	Bal Due with Int	Collection Rate
1998	$48.49	$48.49	$0.00	100 %
1999	$43.60	$43.60	$0.00	100 %
2000	$42.20	$42.20	$0.00	100 %
2001	$40.79	$40.79	$0.00	100 %
2002	$39.38	$39.38	$0.00	100 %
2003	$37.98	$37.98	$0.00	100 %
2004	$300.28	$35.18	$265.10	11.72 %
2005	$485.70	$195.87	$289.83	40.33 %
2006	$521.07	$232.08	$288.99	44.54 %
2007	$490.59	$234.03	$256.56	47.70 %
2008	$599.75	$246.67	$353.08	41.13 %
2009	$1,304.89	$344.77	$960.12	26.42 %
2010	$1,409.72	$341.70	$1,068.02	24.24 %
2011	$1,391.01	$545.27	$845.74	39.20 %
2012	$1,328.09	$427.49	$900.60	32.19 %
2013	$1,509.15	$368.68	$1,140.47	24.43 %
2014	$2,469.70	$1,557.39	$912.31	63.06 %
2015	$5,075.38	$4,187.43	$887.95	82.50 %
2016	$29,278.58	$28,126.07	$1,152.51	96.06 %
2017	$31,428.53	$30,627.08	$801.45	97.45 %
2018	$463,736.56	$462,918.88	$817.68	99.82 %
2019	$1,539,232.81	$1,538,369.46	$863.35	99.94 %
2020	$1,726,201.51	$1,724,046.14	$2,155.37	99.88 %
2021	$1,819,852.10	$1,818,031.62	$1,820.48	99.90 %
2022	$1,922,315.47	$1,920,151.34	$2,164.13	99.89 %
2023	$2,161,752.97	$2,158,154.72	$3,598.25	99.83 %
2024	$3,357,272.53	$3,340,590.04	$16,682.49	99.50 %
	$13,068,208.83	$13,029,984.35	**$38,224.48**	99.71 %

A PROCLAMATION OF THE TOWN OF YOUNGSVILLE, NORTH CAROLINA
NATIONAL NIGHT OUT 2024

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 5, 2025 entitled "National Night Out"; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Youngsville to join over 38 million neighbors across 17 thousand communities from all 50 states, US territories, and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Youngsville assist the local law enforcement agency through joint community-building efforts and support National Night Out 2025; and

WHEREAS, it is essential that all neighbors of Youngsville come together with the police and work together to build a safer, more caring community; and

NOW, THEREFORE, I do hereby call upon all neighbors of Youngsville to join the Youngsville Police Department and National Association of Town Watch in support for **National Night Out** on Friday, August 8, 2025.

FURTHER, Let it be resolved that I, Fonzie Flowers, do hereby proclaim Friday, August 8th, 2025 as "National Night Out" in the Town of Youngsville, Franklin County, North Carolina.

Proclaimed this on the 8th day of August 2025.

_____
Fonzie A Flowers, Mayor

ATTEST:

_____
Emily Hurd, Town Clerk

Town of Youngsville

A RESOLUTION ACKNOWLEDGING AND APPROVING A CORRECTION TO AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF YOUNGSVILLE

WHEREAS, on May 28, 2022, BRD Land & Investment, LP filed a petition (#ZMA-220528) requesting rezoning from Single-Family Residential-2 (SFR-2) and Single-Family Residential-3 (SFR-3) to Traditional Neighborhood Development Overlay (TNDO) +/- 351.48 acres of property (PINs 1853-72-2691 and 1853-92-4215). Said properties are located between Fleming and Hicks Roads;

WHEREAS, the Planning Board on August 25, 2022, voted unanimously (5-0) to advise the Board of Commissioners that the amendment is consistent with the surrounding area and plans and policies for the Town of Youngsville and to adopt the staff report which addresses plan consistency and other matters; and

WHEREAS, following due advertisement, notice to property owners, and posting signs announcing a public hearing as provided by law, the Board of Commissioners for the Town of Youngsville held a public hearing concerning the Proposed Rezoning on September 8, 2022; and

WHEREAS, on September 8, 2022, during the recessed regular meeting of the Town of Youngsville Board of Commissioners, the Board of Commissioners heard further public comment concerning the Proposed Rezoning, approved the Proposed Rezoning, and adopted a Statement of Consistency concerning the Proposed Rezoning; and

WHEREAS, the Ordinance adopting the Proposed Rezoning contained a single clerical error amending the zoning map for the 351.48 +/- acre property described with the PIN being identified as 1853-92-4214 instead of 1853-92-4215, as described, discussed, approved, and adopted with regard to the Proposed Rezoning;

WHEREAS, the clerical error in the ordinance has been corrected *nunc pro tunc* by signature of the Mayor and Town Clerk to correctly reflect the Proposed Rezoning and change the PIN to 1853-92-4215;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Youngsville, North Carolina in order to protect the public health, welfare, and safety, the correction of this clerical error is acknowledged and approved.

This resolution is effective upon its adoption this 14th day of August, 2025.

The motion to adopt this resolution was made by _____, seconded by _____ and passed by a vote of _____ to _____.

_____

Fonzie Flowers, Mayor

ATTEST:

_____

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No._____ adopted by the Town of Youngsville Board of Commissioners on the _____ day of _____, 2025.

_____

Emily Hurd, Town Clerk Date

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE TOWN OF YOUNGSVILLE, NORTH CAROLINA – CORRECTED

WHEREAS, on May 28, 2022, BRD Land & Investment, LP filed a petition (#ZMA-220528) requesting rezoning from Single-Family Residential-2 (SFR-2) and Single-Family Residential-3 (SFR-3) to Traditional Neighborhood Development Overlay (TNDO) +/- 351.48 acres of property (PINs 1853-72-2691 and 1853-92-4215). Said properties are located between Fleming and Hicks Roads;

WHEREAS, the Planning Board on August 25, 2022, voted unanimously (5-0) to advise the Board of Commissioners that the amendment is consistent with the surrounding area and plans and policies for the Town of Youngsville and to adopt the staff report which addresses plan consistency and other matters; and

WHEREAS, the proposed zoning amendment is consistent with the Town Plan 2040 – Comprehensive Land Use Plan because it is harmonious with the goal of "Plan for Growth" as it will provide new residences as the Town continues to grow; and

WHEREAS, the proposed zoning amendment is reasonable and in the public interest because it supports the Town Plan 2040 – Comprehensive Land Use Plan policies above and because:

1. TNDO zoning will provide a good transition between the SFR-3 zoning to the north and the MU-2 zoning to the south and east, as well as between the AG zoning to the west and the MU-2 zoning to the east; and
2. The conceptual plan meets all the requirements of the TNDO district as dictated in Youngsville Development Ordinance Section 8.5-1.

WHEREAS, following due advertisement, notice to property owners, and posting signs announcing a public hearing as provided by law, the Board of Commissioners for the Town of Youngsville held said public hearing on September 8, 2022; and

WHEREAS, in accordance with the provisions of North Carolina General Statute § 160D-605(a), the Board of Commissioners does hereby find and determine that the adoption of the ordinance rezoning the above-described property is consistent with the plans and policies of the Town of Youngsville.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Youngsville, North Carolina in order to protect the public health, welfare, and safety, the Official Zoning Map is hereby amended as follows:

The 351.48 +/- acre property described hereinabove is reclassified from Single-Family Residential-2 (SFR-2) and Single-Family Residential-3 (SFR-3) to Traditional Neighborhood Development Overlay (TNDO).

Thus, as DULY ADOPTED the 8th day of September, 2022, and corrected this the 14th day of August, 2025, *nunc pro tunc.*

_____
Fonzie Flowers, Mayor

ATTEST:

_____
Emily Hurd, Town Clerk

STAFF REPORT

SUBJECT:	PURCHASE PARCEL TO COMPLETE BYPASS ROW
PREPARED BY:	WILLIAM DOERFER, ASSISTANT TOWN MANAGER KATIE BARBER-JONES, TOWN ATTORNEY

REQUESTED ACTION:

Approve the resolution to authorize the Town Manager and Town Attorney to execute all necessary documents to purchase the land for the remainder of the future bypass between Cedar Creek and Tarboro Roads.

BACKGROUND/SUMMARY:

The Youngsville Board of Commissioners has taken the initiative to purchase the Rights-of-Way for the future Youngsville Bypass. The final missing piece of the bypass between Tarboro and Cedar Creek Roads was identified, surveyed, and the Board authorized the Town Manager and Town Attorney to enter negotiations with the property owner. The property owner has agreed to terms to purchase, including a purchase price of $110,000, or approximately $56,900 per acre, for 1.933 acres of a 44.49 acre tract. The Town Attorney has prepared a purchase agreement submitted with this report that contains the proposed terms and conditions for the purchase.
If approved, this purchase will complete the east portion of the bypass between Cedar Creek and Tarboro Roads. Right-of-Way certification is required in order to qualify for Locally Administered Project Program (LAPP) funding. The Town is seeking LAPP funding to construct the Cedar Creek straightening portion of the bypass from the roundabout at Tarboro Road to the future northern roundabout at the East-West Connecter that is being constructed as part of Rolling Meadows.

FISCAL IMPACT:

This purchase completes the right-of-way acquisition for the Cedar Creek Straightening project. The purchase was anticipated and appropriated as part of the FY26 budget.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move to approve the resolution to authorize the Town Manager and Town Attorney to purchase 1.933 acres for $110,000 for the bypass near Cedar Creek and Tarboro Roads.

Resolution Number: _____

Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3402

RESOLUTION TO AUTHORIZE THE TOWN MANAGER AND TOWN ATTORNEY TO PURCHASE 1.933 ACRES FOR $110,000 FOR THE REMAINDER OF THE BYPASS CONNECTION BETWEEN CEDAR CREEK AND TARBORO ROADS

WHEREAS, the Town of Youngsville and CAMPO have adopted an amended MTP which includes the eastern portion of the bypass north of Tarboro Road; and

WHEREAS, traffic congestion along this corridor will continue to worsen affecting safety, quality of life, job creation, and growth of the tax base; and

WHEREAS, the Town has previously purchased land for most of the future right-of-way for the bypass between Cedar Creek and Tarboro Roads; and

WHEREAS, the Town authorized the Town Manager and Town Attorney to negotiate an agreement to purchase the remainder of the future right-of-way for the bypass between Cedar Creek and Tarboro Roads for up to $110,000 or the appraised amount, whichever is greater; and

WHEREAS, the Town has had the portions of the right-of-way surveyed and determined the portion to be 1.933 acres; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Youngsville hereby authorizes the Town Manager and Town Attorney to purchase 1.933 acres for $110,000 for the remaining part of the bypass between Cedar Creek and Tarboro Roads, under the same or substantially similar terms and conditions as those set forth in Exhibit A.

This resolution is effective upon its adoption this 14th day of August 2025.

The motion to adopt this resolution was made by _____,

seconded by _____ and passed by a vote of _____ to _____.

_____
Fonzie Flowers, Mayor

ATTEST:

_____
Emily Hurd, Town Clerk, CMC, NCCMC

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REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **Town of Youngsville, North Carolina**, a(n) **municipal corporation formed and existing under the laws of the State of North Carolina** ("Buyer"), and **Ruthann Pearce Naufftus** ("Seller").

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property":** (Address)_____

_____

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

X If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: _____; and, (ii) some or all of the Property, consisting of approximately _____ acres, is described in Deed Book _____, Page No._____, _____ County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

$**110,000.00** (b) **"Purchase Price"** shall mean the sum **One Hundred Ten Thousand and 00/100** Dollars,

or, if this box is checked ❑ , Purchase Price shall mean the sum of $_____ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) – 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

$_____ (i) **"Earnest Money"** shall mean _____ Dollars

or terms as follows:_____

_____

The Earnest Money shall be deposited in escrow with

_____ (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or

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This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Revised 7/2023
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Buyer Initials _____ _____ Seller Initials _____ _____

should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$**N/A** (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of ____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of_____ percent (_____%) per annum in the amount of $_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

$**110,000.00** (iii) **Cash, balance of Purchase Price**, at Closing in the amount of **One Hundred Ten Thousand and 00/100** Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **August 31, 2025; provided that Buyer shall have the right to extend the date for the Closing to a date not later than September 30, 2025 by providing Seller with written notice of such extension in accordance with Section 12 below**.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on **August 31, 2025.**

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(f) **"Broker(s)"** shall mean:

NONE ("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: ❑ Seller's Agent; ❑ Dual Agent

and **NONE** ("Selling Agency"),

_____ ("Selling Agent"- License #_____)

Acting as: ❑ Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

Ruthann Pearce Naufftus

675 Wildwood Drive, Rock Hill, SC 29730

e-mail address: _____fax number: **N/A**

except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

Town of Youngsville, Attn: Nathan Page

134 U.S. Hwy. 1-Alt. South, Youngsville, NC 27596

e-mail address: **npage@townofyoungsville.org** fax number: **N/A**

except as same may be changed pursuant to Section 12.

X (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

❑ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, **and/or Exhibit C, as applicable,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

_____

_____.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

_____

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Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer ❑ intends to continue **X** does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ❑ Seller **X** Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to:, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's

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expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

X If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

❑ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C.** Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

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Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in

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Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

_____

_____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

TOWN OF YOUNGSVILLE, NORTH CAROLINA

_____

By: Nathan Page

Title: Town Manager

Date: _____

SELLER:

_____

Ruthann Pearce Naufftus

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

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EXHIBIT A

Legal Description

Being all of those parcels of land identified below, as shown on the survey of 2739 Cedar Creek Road prepared by Cawthorne, Moss & Panciera Professional Land Surveyors, titled “Town of Youngsville NE Portion of Potential NC-96 Bypass” and dated February 11, 2025, to which reference is hereby made for a more particular description of same:

1. “New Variable Width Right of Way Dedication 84,211 S.F./1.933 acres” bisecting the parcel located at 2739 Cedar Creek Road, Youngsville, North Carolina 27596, PIN #1862-09-9167.

   Some or all of the property may be described in Deed Book _____, at Page _____.

   The dilapidated structure labeled “Barn” on the February 11, 2025 survey described in Paragraph 1 above is specifically included among the Property conveyed by this Agreement and may be demolished and removed or not, as Buyer sees fit.

EXHIBIT B
TO AGREEMENT FOR PURCHASE AND SALE
OF LAND

THIS EXHIBIT B TO AGREEMENT FOR PURCHASE AND SALE OF LAND (this "Exhibit B") modifies and supplements the Agreement for Purchase and Sale of Land by and among Town of Youngsville, North Carolina, a municipal corporation formed and existing under the laws of the State of North Carolina, as "Buyer", and Ruthann Pearce Naufftus, individual resident of South Carolina, as "Seller" (the "Agreement"). In the event of any conflict between the provisions of this Exhibit B and the pre-printed provisions of the Agreement, the provisions of this Exhibit B shall control. Any capitalized terms used in this Exhibit B which are not defined herein shall have the same meaning as otherwise set out in the Agreement.

The Agreement is hereby modified and/or supplemented as follows:

1. Contract Date. Section 1(d) of the Agreement is hereby replaced in its entirety with the following:

   "**'Contract Date'** means the date the Agreement and this Exhibit B are fully executed by both Buyer and Seller."

2. No Memorandum of the Agreement. Section 20 of the Agreement is hereby deleted in its entirety. No memorandum of the Agreement shall be recorded.

3. Computation of Days. Any period that expires, or deadline for performance or notice, which falls on a Saturday, Sunday or holiday on which national banks in Youngsville, North Carolina are closed shall be automatically extended to fall on the next succeeding business day.

4. Seller Leaseback. During the Examination Period, Buyer and Seller will endeavor to negotiate mutually agreeable terms for a lease of the Property ("Lease") from Buyer to Seller permitting Seller to timber the Property after Closing. The initial term of the Lease shall be from the Closing Date until July 1, 2026, with no renewal periods. The Lease shall provide that Buyer makes no representation or warranty with regard to the Property and that Seller accepts the Property on an "as-is" basis. The Lease shall further provide that Seller will fully indemnify, defend and hold Buyer harmless against all claims, demands, causes of action, liabilities, losses, damages and expenses, including attorneys' fees, of Buyer arising directly or indirectly from (i) Seller's use or occupancy of the Property, (ii) any claims by third parties that Seller invites or permits onto the Property, (iii) sale or consumption of food grown on the Property, (iv) any activities involving hazardous materials conducted or permitted on, under or about the Property by Seller or by third parties that Seller invites or permits onto the Property, or (v) any breach by Seller of the terms of the Lease. Buyer and Seller acknowledge and agree that (a) this paragraph contains some, but not all, of the terms to be negotiated and included in the Lease, (b) this paragraph does not constitute a legally binding agreement to enter into a Lease as referenced herein, and (c) entering into a Lease as referenced herein shall not be a condition precedent to the purchase and sale of the Property pursuant to the Agreement.

[*Signature Page Follows*]

The parties hereto have executed this Exhibit B on the date indicated below.

BUYER:

TOWN OF YOUNGSVILLE, NORTH CAROLINA

By: _____ Date: _____

Title: _____

SELLER:

By: _____ Date: _____
Ruthann Pearce Naufftus

[*Signature Page to Exhibit B to Agreement for Purchase and Sale of Land*]

STAFF REPORT

SUBJECT:	CEDAR CREEK ROUNDABOUT PROJECT BUDGET FUND 306
PREPARED BY:	NATHAN PAGE, TOWN MANAGER

REQUESTED ACTION:

Adopt proposed Capital Project Budget, with $1.5 million of appropriation from Fund Balance.

BACKGROUND/SUMMARY:

The primary focus of Youngsville continues to be removing trucks and heavy traffic from downtown via the bypass. This project budget follows on the heels of a potential Development Agreement, which will reimburse the Rolling Meadows developer for the cost difference between a roundabout and a traditional T-intersection at Cedar Creek and the future roundabout intersection.

This project funds the completion of the first portion of the bypass, a roundabout at the intersection of the existing Cedar Creek Road and the new east/west connection between Fleming and Cedar Creek.

Capital Project Budgets are intended to serve when a budget will span fiscal years. While the Town and Developer anticipate the Rolling Meadows neighborhood beginning construction soon, it is likely that final payments will fall beyond the 6/30/2026 end of the fiscal year. This budget would remain in effect until funds are expended or the Town amends the budget to remove it.

FISCAL IMPACT:

$1.5 million is half of our annual Property Tax Revenue. While the Town does have the funds to support this construction, it will significantly reduce our fund balance. In hard terms, this cost is about 25 cents on the tax rate. If allocated with this budget, these funds would not be available for other uses or to count as the LGC's required 8%..

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move to adopt Fund 306 Capital Project Budget for the Cedar Creek Roundabout in the amount of $1.5 million.

Capital Project Budget Ordinance for the Town of Youngsville

Final Amendment to the Budget Ordinance

BE IT ORDAINED by the Board of Commissioners of the Town of Youngsville, North Carolina, that the following amendment be made to the budget ordinance for the Capital Project Ordinance- Cedar Creek Roundabout (Fund 306).

Section 1: To Create a Capital Project Fund with Revenues.

Fund: CAPITAL PROJECTS - Roundabout	Budget	
306-395-305 GF Fund Appropriation	$	1,500,000.00

Section 2: To Budget for Capital Project Expenditures based upon Board approved appropriations and agreements.

Final Budget

306-500-350 Construction Reimbursement	$	1,500,000.00

Section 3: Copies of this budget amendment shall be furnished to the Town Clerk and to the Finance Officer for their direction.

Adopted this _____ day of _____, 2026

_____ _____

Finance Officer Mayor