



# Administrative Site Review Application

Development Services Customer Service Center • One Exchange Plaza, Suite 400 | Raleigh, NC 27601 | 919-996-2495

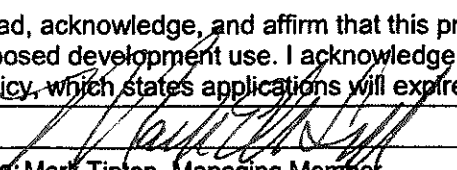
This form is required when submitting site plans as referenced in Unified Development Ordinance (UDO) Section 10.2.8. Please check the appropriate building types and include the plan checklist document when submitting.

<b>Office Use Only:</b> Transaction #: <u>ASR-0076-2019</u> Planning Coordinator: <u>Walters</u>			
Building Type		Site Transaction History	
<input type="checkbox"/> Detached	<input type="checkbox"/> General	Subdivision transaction #: <u>572812</u>	
<input type="checkbox"/> Attached	<input type="checkbox"/> Mixed use	Sketch transaction #: <u>560004 (Subdivision)</u>	
<input checked="" type="checkbox"/> Apartment	<input type="checkbox"/> Open lot	Certificate of Appropriateness #: _____	
<input type="checkbox"/> Townhouse	<input type="checkbox"/> Civic	Board of Adjustment #: _____	
		Zoning Case #: <u>Z-027F-14</u>	
		Administrative Alternate #: <u>Comp Plan: CP-4-19 (Subdivision)</u>	
GENERAL INFORMATION			
Development name: <u>The Pointe at Town Center</u>			
Inside City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Property address(es): <u>3900 Sumner Blvd &amp; 5405 Oak Forest Dr, Raleigh, NC 27616</u>			
Site P.I.N.(s): <u>1726681771 &amp; 1726585352</u>			
Please describe the scope of work. Include any additions, expansions, and change of use. <u>Affordable family apartments and senior apartments development</u>			
Current Property Owner/Developer Contact Name: <u>Broughton Properties / Mark Tipton - See purchase agreement in this submittal package.</u>			
Company: <u>Carolina Project Equities, LLC</u>		Title: <u>Managing Member</u>	
Address: <u>2013 Rolling Rock Rd, Wake Forest, NC 27587</u>			
Phone #: <u>919-435-1597</u>		Email: <u>mark.tipton@whistlerinvestmentgroup.com</u>	
Applicant Name: <u>Ken Thompson</u>			
Company: <u>JDavis Architects</u>		Address: <u>510 S Wilmington Street, Raleigh, NC 27601</u>	
Phone #: <u>919-835-1500</u>		Email: <u>kent@jdavisarchitects.com</u>	

DEVELOPMENT TYPE + SITE DATE TABLE (Applicable to all developments)	
SITE DATA	BUILDING DATA
Zoning district (if more than one, please provide the acreage of each): CX-5-UL-CU; 22.20 AC IX-3-PK; 2.88AC	Existing gross floor area (not to be demolished): 0 SF
Gross site acreage: 25.08 AC	Existing gross floor area to be demolished: 0 SF
# of parking spaces required: 402	New gross floor area: 636,885 SF
# of parking spaces proposed: 537	Total sf gross (to remain and new): 636,885 SF
Overlay District (if applicable): N/A	Proposed # of buildings: 11
Existing use (UDO 6.1.4): Vacant	Proposed # of stories for each: Senior Apartment: 4 Stories Family Apartment: 3 Stories
Proposed use (UDO 6.1.4): Multi-Unit Living	

STORMWATER INFORMATION	
Existing Impervious Surface: Acres: 0 AC Square Feet: 0 SF	Proposed Impervious Surface: Acres: 12.76 AC Square Feet: 555,825 SF
Is this a flood hazard area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please provide: Alluvial soils: _____ Flood stu _____ FEMA Map Panel #: _____	
Neuse River Buffer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Wetlands <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RESIDENTIAL DEVELOPMENTS	
Total # of dwelling units: 444	Total # of hotel units: 0
# of bedroom units: 1br: 80 2br: 256 3br: 108 4br or more: 0	
# of lots: 6	Is your project a cottage court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SIGNATURE BLOCK	
In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors, and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed development plan as approved by the City of Raleigh.	
I hereby designate <u>Ken Thompson</u> to serve as my agent regarding this application, to receive and response to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.	
I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use. I acknowledge that this application is subject to the filing calendar and submittal policy, which states applications will expire after 180 days of inactivity.	
Signature: 	Date: 7/31/2019
Printed Name: Mark Tipton, Managing Member	



# Administrative Site Review Checklist

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Use this checklist as a guide for Administrative Site Review submittals requirements.  
This checklist must be submitted with your application.

## MAILED NOTIFICATION REQUIREMENTS

Mailed notice is required for projects that:

1. Include new buildings greater than 25,000 square feet, or additions that represent a 10% increase in building area or 25,000 square feet (whichever is greater), AND;
2. The subject property is located within 100 feet of a property that is zoned: R-1, R-2, R-4, R-6, R-10

If your project requires mailed notice, [click here to download the letter template and other helpful information.](#)

Please check one of the following:

- Yes, my project meets the mailed notification requirement and my letters are provided with this application.
- The mailed notification is not applicable for my project.

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. <b>Cover sheet and/or second sheet:</b> include project name and location; site data table ( <i>include Property Identification Numbers (PINs), Zoning, Overlay District(s), Frontage Type, Current Use(s), Proposed Use(s), Building Square Footage(s), residential density and unit data, existing and proposed parking calculations</i> ); general notes; sheet index and legend defining symbols with north arrow; contact information for owner, applicant, and all consultants; vicinity map no smaller than 1"=500' and no larger than 1"=1000'; and adopted zoning conditions (if any)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. <b>Existing conditions sheet:</b> including, but not limited to - graphic scale; site size with meets and bounds; setbacks/ build-to lines; existing structures; utilities and easements; topography, infrastructure ( <i>adjacent streets with names and r/w width, sidewalks, water, and sewer</i> ); built improvements ( <i>parking, driveways, alleys</i> ); and vegetation	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. <b>Demolition plan:</b> Clearly indicate items to be removed	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. <b>Proposed site plan:</b> including but not limited to – north arrow and graphic scale; show and distinguish between existing and proposed conditions ( <i>structures, streets, driveways, parking, storage areas, service areas, etc.</i> ); setback/build-to lines; proposed property lines; streetscape; mechanical equipment ( <i>HVAC, generators, etc.</i> ); sidewalks, walkways, trails; solid waste facilities; parking and parking calculations ( <i>UDO Section 7.1.2</i> ); amenity area ( <i>UDO Section 1.5.3</i> ); open space and/or greenways; transition protective yard ( <i>UDO Section 7.2.4</i> ); Site Data ( <i>Square footages for proposed and existing uses; Parking calculations; amenity area calculations; Setback/Build-to; transitional protective yard type (UDO Section 7.2.4.A); street protective yard type (UDO Section 7.2.4.B)</i> )	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Please continue to page two >

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
5. <b>Proposed grading plan:</b> including but not limited to - Limits of land disturbance; grading; structural improvements with finished floor elevations; stream buffers with labels; labeled impervious surfaces (and calculations); tree protection fencing information; retaining walls with top and bottom of wall; stormwater ponds, bioretention facilities, etc.	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. <b>Proposed stormwater plan:</b> include preliminary stormwater quantity and quality summary and calculations package. If not required, provide notes indicating such and reference UDO section on front cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Proposed Utility Plan:</b> All utilities (shown underground); above ground utilities and equipment with required screening ( <i>UDO Section 7.2.5.D.</i> ); include Fire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. <b>Lighting Plan:</b> Pole mounted fixture locations and details (with height labeled to top of fixture; building mounted fixture locations; graphics and notes conveying compliance with UDO Section 7.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. <b>Proposed tree conservation plan:</b> for secondary tree conservation areas, include two copies of the tree cover report completed by a certified arborist, NC licensed landscape architect, or NC registered forester. If not required, provide notes indicating such and reference UDO section on front cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. <b>Proposed landscape plan:</b> ( <i>UDO Section 7.2</i> ) including but not limited to – existing vegetation to remain; proposed landscaping meeting minimum size and species mixing requirements; plant list; label yard types; show and label parking lot landscaping ( <i>UDO Section 7.1.7.</i> ) include existing and/or proposed parking lot light fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. <b>Architectural Elevations</b> showing existing and/or proposed building height per UDO Section 1.5.7., 2.3, 3.2., and 3.3., transparency per UDO Section 1.5.9., 2.3 and 3.2, and blank wall area per UDO Section 1.5.10.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**NOTE: Revisions to previously approved site plans must contain the following minimum information:**

REQUIREMENTS FOR REVISIONS TO EXISTING SITE PLANS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. Provide documentation showing Development Services Staff have approved the proposed site plan changes as a revision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide narrative of the proposed revisions on the cover page and modify the project name to include revision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. List date of previously approved site plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cloud areas of proposed change on all applicable sheets, and provide a legend specifying the proposed changes on all applicable sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide updated site data table including building square footages, parking calculations, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provide documented history of impervious surfaces with dates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## AGREEMENT TO PURCHASE UNIMPROVED REAL ESTATE

This Agreement to Purchase Unimproved Real Estate ("Agreement") is made effective as of the ~~17<sup>th</sup>~~ day of January, 2018 (the "Effective Date"), by and between **CAROLINA PROJECT EQUITIES, LLC**, a North Carolina limited liability company, its successors and/or assigns, with a mailing address of 2013 Rolling Rock Rd., Wake Forest, NC 27587, Attn: **Mark Tipton**, email: mark.tipton@whistlerinvestmentgroup.com ("Purchaser"), and **BROUGHTON PROPERTIES, LLC** with a mailing address of 1106 Marlowe Road, Raleigh, NC 27609, Attn: J. Melville Broughton, III, email: [REDACTED] ("Seller").

### ARTICLE 1. PROPERTY

On the terms set forth herein, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, approximately (30.54)+/- acres of real property including all existing buildings, structures, and real property located at 3900 Sumner Blvd & 5405 Oak Forest Dr., City of Raleigh in Wake County, State of North Carolina and more particularly identified as follows (collectively, the "Property"):

Parcel 1: Wake County Revenue Department PIN # 1726681771 in the Wake County tax records and shown on the attached Exhibit A.

Parcel 2: Wake County Revenue Department PIN # 1726585352 in the Wake County tax records and shown on the attached Exhibit A.

### ARTICLE 2. PURCHASE PRICE AND EARNEST MONEY

Purchaser shall pay Seller at Closing, subject to the prorations, adjustments and other terms and

[REDACTED]

Additional Deposit and the Second Additional Deposit described below, if applicable, and all interest thereon, the "Earnest Money"). The Earnest Money shall be held in an interest bearing account, separate from other accounts by the Title Company or other third party to be agreed upon by the parties hereto, as escrow agent (the "Escrow Agent"), and applied to the Purchase Price or otherwise disbursed in accordance with the terms and conditions of this Agreement.

### ARTICLE 3. CONDITIONS PRECEDENT

- A. **Due Diligence.** Throughout the term of this Agreement, Purchaser its agents, employees, and engineers shall, upon two (2) business days' prior written notice (which notice shall be accompanied by a detailed description of the contemplated work and a map indicating the location of the testing) have the right to enter onto the Property and to inspect the Property and to conduct such tests thereon (the "Due Diligence Investigations") and to determine its suitability (as determined by Purchaser in its sole and absolute discretion) for Purchaser's intended development of the Property, which is the development of the Property and

discretion, or if for any other reason or for no reason Purchaser elects not to pursue its acquisition of the Property under the terms of this Agreement, Purchaser shall have the right to terminate the Agreement by written notice to Seller at any time after the Effective Date and prior to 6:00 p.m. E.S.T on May 18, 2018 (the "Initial Due Diligence Period" and, together with any Extended Due Diligence Period described below, the "Due Diligence Period") and receive a full refund of its Earnest Money, and neither party shall have any further rights or obligations under this Agreement whatsoever except for Purchaser's restoration of the Property and indemnity of Seller as set forth in Article 7B will survive any termination or voiding of this Agreement. In the event that Purchaser does not terminate this Agreement prior to the expiration of the Initial Due Diligence Period, (i) the Initial Earnest Money will become non-refundable (except in the event of a Seller Default); and (ii) Purchaser shall, within five (5) business days

Additional Deposit") with the Escrow Agent; provided, Purchaser's failure to timely make the First Additional Deposit shall not be subject to any further time to cure and shall be deemed Purchaser's election to terminate this Agreement as of the end of the Initial Due Diligence Period. In the event that the Property is not satisfactory to Purchaser in Purchaser's sole and absolute discretion, or if for any other reason or for no reason Purchaser elects not to pursue its acquisition of the Property under the terms of this Agreement, Purchaser shall also have the right to terminate the Agreement by written notice to Seller at any time after the expiration of the Initial Due Diligence Period and prior to 6:00 p.m. E.S.T on September 7, 2018 (the "Extended Due Diligence Period"), in which event Seller shall be entitled to retain the Initial Earnest Money unless there has occurred a Seller Default, and neither party shall have any further rights or obligations under this Agreement whatsoever except for Purchaser's restoration of the Property and indemnity of Seller as set forth in Article 7B will survive any termination or voiding of this Agreement. In the event that Purchaser does not terminate this Agreement prior to the expiration of the Extended Due Diligence Period, (i) the First Additional Earnest Money will also become non-refundable (except in the event of a Seller Default); and (ii) Purchaser shall, within five (5) business days

Deposit") with the Escrow Agent; provided, Purchaser's failure to timely make the Second Additional Deposit shall not be subject to any further time to cure and shall be deemed Purchaser's election to terminate this Agreement as of the end of the Extended Due Diligence Period. After the expiration of the Extended Due Diligence Period, all previously deposited Earnest Money shall become non-refundable (except in the event of a Seller Default), but shall remain applicable to the Purchase Price at Closing.

- C. **Title and Survey.** Purchaser shall obtain from a reputable title insurance company or agency of Purchaser's choice ("Title Company") a commitment (the "Commitment") for an Owner's Policy of Title Insurance (Form B-Amended 10-17-70, if available, or if not available Form B 10-17-92, with the creditors' rights

- a. At Closing, Title Company shall be in a position to issue the Title Policy to Purchaser subject only to title exceptions permitted by this Agreement and with all so-called standard or printed exceptions deleted;
- b. All of the representations and warranties of Seller shall be true in all material respects as of Closing.
- c. Prior to Closing, Purchaser receives utility will-serve letters confirming that all necessary utilities are available in sufficient capacity to service the Project;
- d. Prior to the expiration of the Initial Due Diligence period Purchaser shall have been able to confirm that zoning and other land use regulations (collectively "Zoning) permit the Project, and Zoning shall continue to permit the Project through the Closing;
- e. Prior to Closing, Purchaser receives all necessary and customary permits, licenses and approvals from any and all applicable governmental authorities and third parties in order for Purchaser to develop and operate the Project, including those for all necessary utilities, zoning, special use permits, building construction, site construction and off-site improvements (such as road widening easements and permits from applicable departments of transportation, and ingress/egress easements);
- f. At Closing, public sanitary sewer and water service in adequate capacities for the Project shall be available at the property line of the Property without unusual or extraordinary expense to Purchaser other than standard "tap in" fees.
- g. If the Property is part of a larger parcel, Seller shall have taken all action, at Seller's sole cost, to cause the Property to be subdivided from the larger parcel at or prior to Closing, and the Title Company shall be in a position to provide Purchaser with a subdivision endorsement to the Title Policy acceptable to Purchaser and its lender.
- h. Prior to or at Closing, Purchaser shall have closed on the Governmental Financing described in Article 4.A below and have received an award of low income housing tax credits from the North Carolina Housing Finance Agency, both as sufficient for the Project.

In the event that any condition stated in this Agreement is not satisfied, Purchaser shall have the right to terminate this Agreement in which case the Earnest Money shall be delivered promptly to Seller (except in the event of a Seller Default or a material change in the physical condition of the Property after the Effective Date not resulting from Purchaser's actions, which, in either such event, shall permit Purchaser to receive a return of the Earnest Money) and, upon such disbursement of the Earnest Money, neither party shall have any further rights or obligations under the Agreement whatsoever except for Purchaser's restoration of the Property and

Financing Extension Deposit, is disbursed to Seller but Purchaser becomes entitled to a return thereof under the terms of this Agreement, Seller shall promptly return the same to Purchaser, and such obligation shall survive a termination of this Agreement. Purchaser shall make reasonable efforts to expedite the financing and approval process so as to minimize delays to the Closing. If the Purchaser so extends the Closing Date, then none of the Earnest Money or the Financing Extension Deposit shall be refundable to Purchaser unless upon the occurrence of a Seller Default.

- B. **Possession.** Possession of the Property, free of all tenancies, leases and occupants shall be delivered to Purchaser at Closing.
- C. **Prorations.** Purchaser and Seller shall prorate all taxes, income, expenses and costs related to the Property on a calendar year basis as of the date of Closing, with the day of Closing being treated as a day of ownership by Purchaser. If the final tax bill is not available at Closing, the real estate taxes and assessments shall be prorated based upon the latest available tax duplicate for the Property, which proration shall be re-prorated outside of escrow when the actual taxes are determined. If the Property was recently subdivided from a larger tax parcel and a separate tax bill is unavailable at Closing, then the real estate taxes and assessments shall be based upon the latest available tax bill based upon the percentage of the land being purchased by Purchaser. If there are any improvements on the tax parcel that are separately valued or assessed, the value of such improvements shall be assigned to the Purchaser only if such improvements are located upon the Property. Taxes shall be re-prorated by the parties outside of escrow when the bill for the tax year in which the Closing occurs is available. The party who is determined to owe any additional amount as a result of such proration shall promptly pay such amount to the other party. Seller shall be responsible for any recoupment of any agricultural credit for the Property. Any deferred taxes for time periods prior to the year of Closing shall be paid in full at Closing by Seller without proration.
- D. **Costs.** Seller shall pay for the preparation of the Deed, the conveyance fee or transfer tax and the cost of curing any title or survey defect that it is obligated to cure pursuant to Article 3C. Purchaser shall pay for the cost of the title search, the premium for the Title Policy and any endorsements other than those to cure a title defect, the cost to record the Deed, the escrow fee and the costs of its financing, if any. Except as may otherwise be stated herein, each party shall bear its own expense or expenses, including its own attorney fees. Except as may be provided otherwise in Section 7.H. Seller shall bear the cost of any fees associated with a real estate agent or broker.
- E. **Seller's Obligations Prior to Closing.** At all times until closing, Seller shall maintain the legal title to the Property free and clear of any and all defects, liens, and encumbrances of every kind and nature (other than liens and encumbrances that exist as of the Effective Date). Seller shall not solicit or engage in any efforts to sell or lease the Property or any portion thereof during the term of this



Agreement by Seller has been taken and such action has not been rescinded or modified.

- C. To the best of Seller's knowledge, there are no oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Property, and all previously existing underground storage tanks on or about the Property were removed in compliance with all applicable laws, rules, regulations and orders. Neither Seller nor, to the best of Seller's knowledge, any prior owner or occupant of the Property has: (i) caused or permitted, and Seller has received no notice and has no knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) or other dangerous or toxic substances or solid wastes on, under or about the Property or any adjacent properties; (ii) caused or permitted, and Seller has received no notice and has no knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Property or any adjacent properties; or (iii) caused or permitted, and Seller has received no notice and has no knowledge of, any substances or conditions on, under or affecting the Property or any adjacent properties which may support any claim or cause of action, whether by any governmental agency or any other person, under any applicable federal, state, or local law, rule, ordinance or regulation. For the purpose of this Agreement, the terms "Hazardous Substances" and "Release" shall have the same meaning as set forth the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et. seq.; provided, however, that the definition of Hazardous Substances shall also include petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.
- D. There are no outstanding written or oral leases in any way affecting the Property, and, except for any easements of record as of the Effective Date, no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) that would prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at Closing.
- E. Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, changes in zoning, violations of any legal requirement relating to any of the Property, or changes in the roads adjacent to the Property; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving the Property.

Seller shall fully disclose to Purchaser, promptly upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that is reasonably likely to affect the representations and warranties set forth above, but such disclosure

additional cost or obligation to Purchaser or its nominee. Notwithstanding any other provision of this Agreement to the contrary, Seller shall not be required to consent to or to impose, and Purchaser shall not be permitted to obtain or impose, any dedication, easement, condition, restriction, covenant, annexation, or zoning that will be effective as to Seller or the Property prior to Purchaser's purchase of the Property; provided, however, that Seller does agree to cooperate with Purchaser in good faith in the delivery of signed plats, easements and related documents that governmental authorities require before Closing in order to issue building permits and approvals at Closing as long as same is not required more than ten (10) business days before Closing and that same can be accomplished without substantial risk to Seller after taking into account any indemnities that Purchaser is willing to provide.

- B. **Access.** Subject to the provisions of Article 3A hereof, Seller will allow Purchaser and its agents continuing access at reasonable times to the Property, for the purpose of conducting inspections. If, following any such investigations or inspections contemplated by this Agreement, Purchaser does not close upon the acquisition of the Property, Purchaser shall, at Purchaser's expense, promptly restore the Property substantially to its condition prior to such inspection or investigation. Purchaser shall defend, indemnify and hold harmless Seller from all costs or expense of every type and description (including reasonable attorney's fees) arising out of any personal injury or property damage caused by any agent, servant, employee or contractor of Purchaser during any such investigation or inspection. Purchaser's obligations under this Article 7B shall survive any termination or voiding of this Agreement and shall survive Closing.
- C. **Notices; Dates.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing or by email and shall be delivered personally or sent by United States registered or certified mail, return receipt requested or email transmission, postage prepaid, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth above, and the same shall be deemed given and effective upon (i) receipt if delivered personally or by overnight courier (ii) three (3) business days after deposit in the mails if mailed or (iii) upon transmission by email or facsimile during normal business hours without rejection notice received by the sender. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday, or legal holiday (which, for purposes of this Agreement shall not be considered a "business day"), the deadline shall be extended to the next business day.
- D. **Attorney's Fees.** In the event either party hereto brings against any other party an action at law or other proceeding permitted under the terms of this Agreement in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs, including reasonable attorneys' fees.

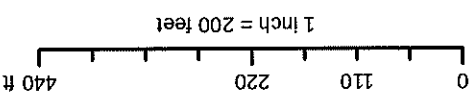
assign its rights under this Agreement to a third party qualified intermediary for the purpose of effectuating such a 1031 Exchange.

[Signatures appear on the following page(s)]

EXHIBIT A



Broughton Properties - GIS site map



Disclaimer  
Maps makes every effort to produce and publish  
the most current and accurate information possible.  
However, the maps are produced for information purposes,  
and are NOT surveys. No warranties, expressed or implied,  
are provided for the data therein, its use, or its interpretation.

# Broughton Properties - GIS site map

PN: 1726585352  
PIN Ext: 000  
Real Estate ID: 0132744  
Map Name: 1726 07  
Owner: BROUGHTON PROPERTIES  
Mail Address 1: 1106 MARLOWE RD  
Mail Address 2: RALEIGH NC 27609-6346  
Mail Address 3:

Deed Book: 003273  
Deed Page: 00235  
Deed Date: 04/26/1984

Deed Acres: 3.62  
Building Value: \$0

Land Value: \$684,362  
Total Value: \$684,362

Billing Class: Business  
Description: TRB PT PROPERTY BUBROUGH

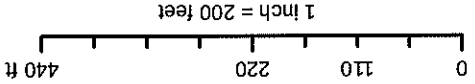
Heat Area: 0  
Site Address: 5405 OAK FOREST DR  
City:

Township: Neuse  
Year Built: 0

Sale Price: \$0  
Sale Date:

Use Type:  
Design Style:

Land Class: Vacant  
Old Parcel Number: 382-00000-0225



**Disclaimer**  
Maps makes every effort to produce and publish  
the most current and accurate information possible.  
However, the maps are produced for information purposes,  
and are NOT surveys. No warranties, expressed or implied,  
are provided for the data therein, its use, or its interpretation.



## Wake County Residential Development Notification

**Please complete each section and return by email or fax to all:**

**WCPSS**  
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**WAKE**  
Mike Ping  
[Mike.ping@wakegov.com](mailto:Mike.ping@wakegov.com)

Fax: 919-856-6389

Developer Company Information	
Company Name	Carolina Project Equities, LLC
Company Phone Number	919-435-1597
Developer Representative Name	Mark Tipton
Developer Representative Phone Number	919-656-7202
Developer Representative Email	mark.tipton@whistlerinvestmentgroup.com

New Residential Subdivision Information	
Date of Application for Subdivision	July, 2019
City, Town or Wake County Jurisdiction	Raleigh
Name of Subdivision	Town Center Subdivision
Address of Subdivision (if unknown enter nearest cross streets)	3900 Sumner Blvd. and 5405 Oak Forest Dr. Ral, NC 27616
REID(s)	0123825, 0412218
PIN(s)	1726681771, 1726585352

Projected Dates Information	
Subdivision Completion Date	
Subdivision Projected First Occupancy Date	

Lot by Lot Development Information																
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates				
								Min	Max	Low	High	Year	# Units	Year	# Units	Year
Single Family	0															
Townhomes	0															
Condos	0															
Apartments	444	180		12	144	108		736	1195	\$832	\$1,131	2021	180	2022	264	
Other	0															