

**CITY COUNCIL AGENDA
SANFORD, NORTH CAROLINA
Sanford Municipal Building
Council Chambers
225 East Weatherspoon Street, Sanford, NC
February 17, 2026 5:00 P.M.**



- 1. MEETING CALLED TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
 - A. Release of Closed Session Minutes Dated July 15, 2025 (Pages 3-4)
 - B. Release of Closed Session Minutes Dated August 5, 2025 (Pages 5-6)
 - C. Release of Closed Session Minutes Dated September 16, 2025 (Page 7)
 - D. Release of Closed Session Minutes Dated October 14, 2025, Item #3 (Pages 8-9)
 - E. Release of Closed Session Minutes Dated October 21, 2025, Item #2 (Page 10)
 - F. Release of Closed Session Minutes Dated January 6, 2026 (Pages 11-12)
 - G. Ordinance Amending Annual Operating Budget FY 2025-2026 (Street) (Pages 13-14)
 - H. Ordinance Amending Annual Operating Budget FY 2025-2026 (Inspections) (Pages 15-17)
 - I. Ordinance Amending Annual Operating Budget FY 2025-2026 (Fire) (Pages 18-19)
 - J. Ordinance Amending Annual Operating Budget FY 2025-2026 (Parks) (Pages 20-22)
- 6. SPECIAL AGENDA**

Presentation of Proclamation Honoring Bishop Charles Mellette (Pages 23-24)
- 7. REGULAR AGENDA**

8. **NEW BUSINESS** *(Items for discussion and action will only be taken if necessary).*

9. **DECISIONS ON PUBLIC HEARINGS**

10. **CASES FOR PUBLIC HEARING:** *to be held jointly with the Planning Board. Public hearings begin at 6:00 P.M.*

A. **FLOOD HAZARD AREA REGULATIONS UPDATE and FLOODPLAIN MAP UPDATE; PB ITEM 2026-0201**

Replacing Article 13 Flood Hazard Area Regulations of the Unified Development Ordinance (UDO) with the latest model Flood Damage Prevention Ordinance provided by the North Carolina Floodplain Mapping Program. Also, updating the FEMA National Flood Insurance Program map for Lee County per the latest map panels provided by the North Carolina Floodplain Mapping Program. (Pages 25-27)

Note: These matters go “hand-in-hand” and will be discussed together, but will require two separate recommendations by the Planning Board and two separate votes by the City Council.

The Planning Board shall retire to the West End Conference Room.

B. Consider Public Hearing on Development Agreement between City of Sanford and Mattamy Homes LLC

- Consider Adoption of Development Agreement (Pages 28-58)

11. **OTHER BUSINESS**

Closed Session (Page 59)

12. **ADJOURNMENT**

MINUTES OF CLOSED SESSION
City Council Meeting
225 E. Weatherspoon Street, Sanford, NC
City of Sanford – July 15, 2025

Upon a motion duly made, seconded, and carried in the July 15, 2025, open session of the City Council meeting, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent disclosure of information that is privileged or confidential pursuant to the law of this State or the United States. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Byron Buckels
 Council Member Walter Ferguson
 Council Member Charles Taylor
 City Manager Hal Hegwer
 Assistant City Manager Beth Kelly

Mayor Pro Tem Mark Akinosho
 Council Member Jean Dabbs
 Council Member Linda Rhodes
 Council Member James Williams
 Deputy City Clerk Vicki Cannady
 Asst. to the City Manager Holly Marosites

Absent:

City Attorney Susan Patterson
 City Clerk Bonnie Bryant

- Council Member Williams made a motion to approve and release the Closed Session meeting minutes of the September 22, 2014, Interlocal Committee Meeting. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Williams made a motion to correct, approve, and release the Closed Session meeting minutes of December 6, 2016, Item #2. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and release the Closed Session meeting minutes of December 6, 2016, Item #3. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Ferguson made a motion to approve and release the Closed Session meeting minutes of March 9, 2018, Item #2. Seconded by Council Member Williams, the motion carried unanimously.
- Council Member Taylor made a motion to correct, approve, and release the Closed Session meeting minutes of March 9, 2018, Item #5. Seconded by Council Member Dabbs, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to correct, approve, and seal the Closed Session meeting minutes of June 7, 2016, Item #2. Seconded by Council Member Ferguson, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of November 1, 2016. Seconded by Council Member Williams, the motion carried unanimously.

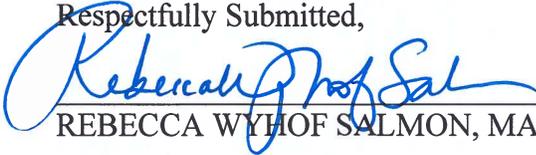
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of November 1, 2016, Item #2. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Dabbs made a motion to correct, approve, and seal the Closed Session meeting minutes of April 4, 2017. Seconded by Council Member Rhodes, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of March 9, 2018, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of March 9, 2018, Item #3. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Taylor made a motion approve and seal the Closed Session meeting minutes of March 9, 2018, Item #4. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of March 9, 2018, Item #6. Seconded by Council Member Ferguson, the motion carried unanimously.
- Council Member Taylor made a motion to approve and seal the Closed Session meeting minutes of May 1, 2018, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of April 20, 2021, Item #3. Seconded by Council Member Rhodes, the motion carried unanimously.

Council Member Taylor made a motion to adjourn closed session. Seconded by Council Member Rhodes, the motion carried unanimously.

Attest:



BONNIE BRYANT, CITY CLERK

Respectfully Submitted,


REBECCA WYHOF SALMON, MAYOR

Council Member Linda Rhodes made the motion to approve and release these minutes on February 3, 2026. Seconded by Council Member Walter Ferguson, the motion carried unanimously.



MINUTES OF CLOSED SESSION
Special-Called City Council Meeting
August 5, 2025 – 1:00 p.m.
225 E. Weatherspoon Street, Sanford, NC

Upon a motion duly made, seconded, and carried in the August 5, 2025, open session of the Special-Called City Council meeting, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent disclosure of information that is privileged or confidential pursuant to the law of this State. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Byron Buckels
 Council Member Walter Ferguson
 Council Member Charles Taylor
 City Manager Hal Hegwer
 City Clerk Bonnie Bryant

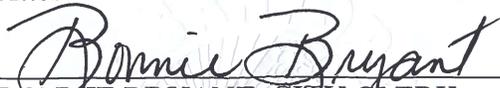
Mayor Pro Tem Mark Akinosho
 Council Member Jean Dabbs
 Council Member Linda Rhodes
 Council Member James Williams
 City Attorney Susan Patterson
 Deputy City Clerk Vicki Cannady

- Council Member Rhodes made a motion to correct, approve, and release the Closed Session meeting minutes of April 15, 2025. Seconded by Council Member Dabbs, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and release the Closed Session meeting minutes of April 22, 2025, Item #2. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and release the Closed Session meeting minutes of May 13, 2025, Item #4. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and release the Closed Session meeting minutes of May 20, 2025, Item #3. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of April 1, 2025, Item #1. Seconded by Council Member Dabbs, the motion carried unanimously.
- Council Member Rhodes made a motion to recuse Council Member Buckels from considering the Closed Session meeting minutes of April 1, 2025, Item #4. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously and Council Member Buckels left the room.
 - Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of April 1, 2025, Item #4. Seconded by Council Member Taylor, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of April 8, 2025. Seconded by Council Member Williams, the motion carried unanimously.
- Council Member Ferguson made a motion to approve and seal the Closed Session meeting minutes of April 22, 2025, Item #1. Seconded by Council Member Taylor, the motion carried unanimously.

- Mayor Pro Tem Akinosho made a motion to recuse Council Member Buckels from considering the Closed Session meeting minutes of April 22, 2025, Item #3. Seconded by Council Member Ferguson, the motion carried unanimously, and Council Member Buckels left the room.
 - Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of April 22, 2025, Item #3. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Williams made a motion to approve and seal the Closed Session meeting minutes of April 22, 2025, Item #4. Seconded by Council Member Dabbs, the motion carried unanimously.
- Council Member Taylor made a motion to recuse Council Member Buckels from considering the Closed Session meeting minutes of May 13, 2025, Item #1. Seconded by Council Member Dabbs, the motion carried unanimously, and Council Member Buckels left the room.
 - Council Member Williams made a motion to approve and seal the Closed Session meeting minutes of May 13, 2025, Item #1. Seconded by Council Member Ferguson, the motion carried unanimously.
- Council Member Taylor made a motion to table consideration of the Closed Session meeting minutes of May 25, 2025, Item #2. Seconded by Council Member Williams, the motion carried unanimously.
- Council Member Rhodes made a motion to recuse Mayor Salmon, Council Member Williams and Council Member Buckels from considering the Closed Session meeting minutes of May 13, 2025, Item #3. Seconded by Council Member Taylor, the motion carried unanimously.
 - Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of May 13, 2025, Item #3. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of May 20, 2025, Item #1. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Rhodes made a motion to recuse Council Member Buckels from considering the Closed Session meeting minutes of May 20, 2025, Item #2. Seconded by Council Member Dabbs, the motion carried unanimously, and Council Member Buckels left the room.
 - Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of May 20, 2025, Item #2. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.

Council Member Rhodes made a motion to adjourn closed session. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.

Attest:



BONNIE BRYANT, CITY CLERK

Respectfully Submitted,



REBECCA WYHOF SALMON, MAYOR

Council Member Jean Dabbs made the motion to approve and release these minutes on February 3, 2026. Seconded by Council Member Charles Taylor, the motion carried unanimously.

MINUTES OF CLOSED SESSION
City Council Meeting – September 16, 2025
225 E. Weatherspoon Street, Sanford, NC

Upon a motion duly made, seconded, and carried in the September 16, 2025, open session of the City Council meeting, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or the United States. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Byron Buckels
 Council Member Walter Ferguson
 Council Member James Williams
 City Attorney Susan Patterson
 Deputy City Clerk Vicki Cannady
 Asst. to the City Manager Holly Marosites

Mayor Pro Tem Mark Akinosho
 Council Member Jean Dabbs
 Council Member Linda Rhodes
 City Manager Hal Hegwer
 City Clerk Bonnie Bryant
 Assistant City Manager Beth Kelly

Absent:

Council Member Charles Taylor

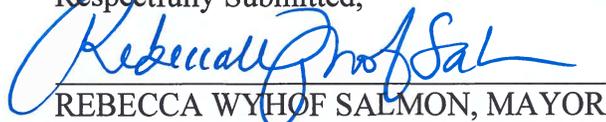
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of January 15, 2019, Item #2. Seconded by Council Member Dabbs, the motion carried unanimously.
- Council Member Ferguson made a motion to approve and seal the Closed Session meeting minutes of July 16, 2019, Item #4. Seconded by Council Member Rhodes, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of November 12, 2019. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of January 14, 2020, Item #1. Seconded by Council Member Williams, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of February 4, 2020, Item #1. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Ferguson made a motion to approve and seal the Closed Session meeting minutes of February 21, 2020, Item #2. Seconded by Council Member Williams, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of May 11, 2020, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Williams made a motion to approve and seal the Closed Session meeting minutes of May 19, 2020, Item #1. Seconded by Council Member Dabbs, the motion carried unanimously.

Council Member Rhodes made a motion to adjourn closed session. Seconded by Council Member Dabbs, the motion carried unanimously.

Attest:


 BONNIE BRYANT, CITY CLERK

Respectfully Submitted,


 REBECCA WYHOF SALMON, MAYOR

Council Member Linda Rhodes made the motion to approve and release these minutes on February 3, 2026. Seconded by Council Member Mark Akinosho, the motion carried unanimously.

MINUTES OF CLOSED SESSION
City Council Workshop – October 14, 2025
225 E. Weatherspoon Street, Sanford, NC

Upon a motion duly made, seconded, and carried in the October 14, 2025, open session of the City Council Workshop, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or the United States; and (3), to consult with an attorney employed by the public body in order to preserve the attorney-client privilege. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Jean Dabbs
 Council Member Linda Rhodes
 City Manager Hal Hegwer
 City Clerk Bonnie Bryant
 Assistant City Manager Vic Czar
 Assistant to the City Manager Holly Marosites

Mayor Pro Tem Mark Akinosho
 Council Member Walter Ferguson
 Council Member Charles Taylor
 City Attorney Susan Patterson
 Deputy City Clerk Vicki Cannady
 Assistant City Manager Beth Kelly

Absent: Council Member Byron Buckels
 Council Member James Williams

Item #3

- Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of June 10, 2025, Item #1. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #1. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #2. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #3. Seconded by Council Member Dabbs, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #4. Seconded by Council Member Dabbs, the motion carried unanimously
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #6. Seconded by Council Member Dabbs, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #7. Seconded by Council Member Dabbs, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and seal the Closed Session meeting minutes of July 1, 2025, Item #3. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of August 19, 2025, Item #2. Seconded by Council Member Dabbs, the motion carried unanimously.

Council Member Akinosho made a motion to adjourn closed session and return to regular session.
Seconded by Council Member Taylor, the motion carried unanimously.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE
AND MADE A PART OF THESE MINUTES.**

Respectfully submitted,


Rebecca Wyhof Salmon, Mayor

Attest:


Bonnie Bryant, City Clerk

Council Member Jean Dabbs made the motion to approve and release these minutes on February 3, 2026.
Seconded by Council Member Linda Rhodes, the motion carried unanimously.

MINUTES OF CLOSED SESSION
City Council Meeting – October 21, 2025
225 E. Weatherspoon Street, Sanford, NC

Upon a motion duly made, seconded, and carried in the October 21, 2025, open session of the City Council meeting, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or the United States; and (3), to preserve the attorney-client privilege. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Byron Buckels
 Council Member Walter Ferguson
 Council Member Charles Taylor
 City Manager Hal Hegwer
 Deputy City Clerk Vicki Cannady

Mayor Pro Tem Mark Akinosho
 Council Member Jean Dabbs
 Council Member Linda Rhodes
 Council Member James Williams
 City Clerk Bonnie Bryant
 Assistant City Manager Beth Kelly

Absent:

City Attorney Susan Patterson

Item #2

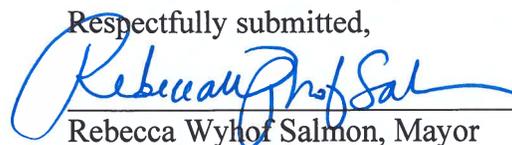
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of May 6, 2025, Item #1. Seconded by Council Member Taylor, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of June 17, 2025, Item #5. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of July 1, 2025, Item #1. Seconded by Mayor Pro Tem Akinosho, the motion carried unanimously.
- Council Member Ferguson made a motion to approve and seal the Closed Session meeting minutes of August 12, 2025, as amended. Seconded by Council Member Rhodes, the motion carried unanimously.
- Mayor Pro Tem Akinosho made a motion to approve and seal the Closed Session meeting minutes of August 19, 2025, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and release the Closed Session meeting minutes of July 1, 2025, Item #2. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and release the Closed Session meeting minutes of August 19, 2025, Item #3. Seconded by Council Member Taylor, the motion carried unanimously.

Council Member Rhodes made a motion to adjourn closed session and return to regular session. Seconded by Council Member Dabbs, the motion carried unanimously.

ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.

Attest:


 Bonnie Bryant, City Clerk

Respectfully submitted,

 Rebecca Wyhof Salmon, Mayor

Council Member Linda Rhodes made the motion to approve and release these minutes on February 3, 2026. Seconded by Council Member Christopher Petty, the motion carried unanimously.

MINUTES OF CLOSED SESSION
City Council Meeting – January 6, 2026
225 E. Weatherspoon Street, Sanford, NC

Upon a motion duly made, seconded, and carried in the January 6, 2026, open session of the City Council meeting, Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or the United States. The following people were present:

Mayor Rebecca Wyhof Salmon
 Council Member Mark Akinosho
 Council Member Walter Ferguson
 Council Member Linda Rhodes
 City Manager Hal Hegwer
 City Clerk Bonnie Bryant
 Assistant City Manager Beth Kelly

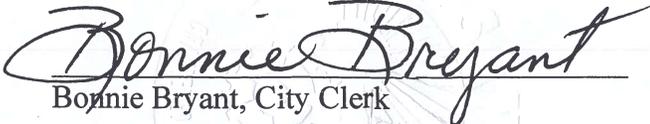
Mayor Pro Tem Byron Buckels
 Council Member Jean Dabbs
 Council Member Christopher Petty
 Council Member Charles Taylor
 City Attorney Susan Patterson
 Deputy City Clerk Vicki Cannady

- Council Member Taylor made a motion to approve and release the Closed Session meeting minutes of June 29, 2021, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and release the Closed Session meeting minutes of April 1, 2025, Item #3. Seconded by Council Member Akinosho, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and release the Closed Session meeting minutes of August 26, 2025, Item #2. Seconded by Council Member Taylor, the motion carried unanimously.
- Council Member Dabbs made a motion to approve and release the Closed Session meeting minutes of September 2, 2025, Item #2. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.
- Council Member Rhodes made a motion to approve and seal the Closed Session meeting minutes of February 15, 2022. Seconded by Council Member Akinosho, the motion carried unanimously.
- Council Member Taylor made a motion to approve and seal the Closed Session meeting minutes of March 1, 2022, Item #2. Seconded by Council Member Akinosho, the motion carried unanimously.
- Council Member Akinosho made a motion to approve and seal the Closed Session meeting minutes of March 14, 2025. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Akinosho made a motion to approve and seal the Closed Session meeting minutes of August 26, 2025, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Council Member Akinosho made a motion to approve and seal the Closed Session meeting minutes of September 2, 2025, Item #1. Seconded by Council Member Rhodes, the motion carried unanimously.
- Mayor Pro Tem Buckels made a motion to approve and seal the Closed Session meeting minutes of September 10, 2025, Item #1. Seconded by Council Member Ferguson, the motion carried unanimously.

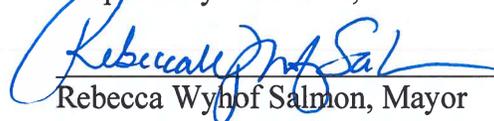
Council Member Rhodes made a motion to adjourn closed session and return to regular session. Seconded by Council Member Dabbs, the motion carried unanimously.

ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.

Attest:


Bonnie Bryant, City Clerk

Respectfully submitted,


Rebecca Wynof Salmon, Mayor

Council Member Linda Rhodes made the motion to approve and release these minutes on February 3, 2026. Seconded by Council Member Mark Akinosho, the motion carried unanimously.

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2025-2026**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina in regular session assembled.

Section 1: The following amounts are hereby amended to ordinance 2025-065 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2025-2026.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
100045 30334 Insurance Proceeds	4,998	10035600 00000 Street Maintenance	4,998
Total Appropriation	<u>\$ 4,998</u>		

Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 17th day of February, 2026.

Rebecca Wyhof Salmon, Mayor

ATTEST:

Bonnie Bryant, City Clerk

2025-2026 BUDGET ORDINANCE AMENDMENT**GENERAL FUND****Appropriation of Funds - results in increasing of budget****REVENUES**

Insurance Proceeds 4,998 Insurance proceeds received for items listed below

EXPENDITURES

Street Maintenance 4,998 To budget for repairs to damaged unit 317



MEMORANDUM

TO: City of Sanford City Council
Hal Hegwer, City Manager

FROM: Marshall Downey, Planning Director

DATE: February 11, 2026

REF: Consideration of new Building Inspection position

I am requesting consideration of a budget amendment to hire a new senior level building inspector as soon as possible. As you are aware, we continue to see an increase in permit demand and related demands for site inspections. As such, I anticipated requesting a new level III Building Inspector position in the upcoming FY26-27 budget. However, I am requesting consideration of adding this new position sooner due to some temporary staffing issues (medical leave) that we are currently experiencing. This is causing a pinch in that only have one level III inspector (Patrick) that is available to meet the demands for site inspections of larger commercial and industrial projects.

As a reminder, our current staffing breaks down as follows:

- Level I inspectors – Brent King, Preston Purdue, Adam Tenney
- Level II Inspectors – Pete West
- Level III/Senior Building Inspectors – Nelson Daniels
- Inspections Administrator – Patrick Marion

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2025-2026**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina in regular session assembled.

Section 1: The following amounts are hereby amended to ordinance 2025-065 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2025-2026.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>			<u>EXPENDITURES</u>		
100045 54000	Appropriated Fund Balance	37,302	10025400 00000	Inspections	37,302
Total Appropriation		<u>\$ 37,302</u>			

Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 17th day of February, 2026.

Rebecca Wyhof Salmon, Mayor

ATTEST:

Bonnie Bryant, City Clerk

2025-2026 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Appropriated Fund Balance 37,302 To appropriate fund balance for items listed below

EXPENDITURES

Inspections 37,302 To budget salary for additional Building Inspector for FY 25-26

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2025-2026**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina in regular session assembled.

Section 1: The following amounts are hereby amended to ordinance 2025-0065 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2025-2026.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>			<u>EXPENDITURES</u>	
100120 50325 Foundation Grant	20,100	10025300 00000	Fire	20,100
 Total Appropriation	 <u>\$ 20,100</u>			

Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 17th day of February, 2026.

Rebecca Wyhof Salmon, Mayor

ATTEST:

Bonnie Bryant, City Clerk

2025-2026 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Foundation Grant 20,100 To appropriate foundation grant for items listed below

EXPENDITURES

Fire 20,100 To budget funds to purchase Twelve Cardiac Science AEDs & Accessories



MEMORANDUM

TO: Mayor Salmon and Sanford City Council

FROM: Caroline Jeffries, Parks and Grounds Administrator

DATE: February 11, 2026

RE: Budget Amendment for JD Williams Park Sign

The purpose of this memorandum is to request approval of a budget amendment in the amount of \$31,000 for the fabrication and installation of a new sign and park improvements at JD Williams Park, formerly Carr Creek Park.

Currently, there is no sign at the road notifying the public of a neighborhood park and with the recent name change, we want to be able to provide a better opportunity for the public to access amenities provided by the city.

Staff obtained a quote from ASI Signage Innovations in the amount of \$24,520.71, which includes design, fabrication, installation, and permitting. Additionally, EcoPro Mulch and Erosion Control, LLC, provided a quote in the amount of \$6,468 to mulch the playground.

The proposed budget amendment will increase Contractual Services, 10066800-64500.

Approval of this request will allow staff to proceed with installation of both the sign and the mulch in a timely manner and ensure the park has appropriate and permanent identification signage as well as improved safety of the playground itself.

Staff respectfully requests approval of this budget amendment in the amount of \$31,000.

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2025-2026**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina in regular session assembled.

Section 1: The following amounts are hereby amended to ordinance 2025-065 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2025-2026.

**GENERAL FUND
APPROPRIATION OF FUNDS**

REVENUES

EXPENDITURES

100045 54000 Fund Balance	30,000	10066800 00000 Parks	30,000
---------------------------	--------	----------------------	--------

Total Appropriation **\$ 30,000**

Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 17th day of February, 2026.

Rebecca Wyhof Salmon, Mayor

ATTEST:

Bonnie Bryant, City Clerk

2025-2026 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Fund Balance	30,000	To appropriate Fund Balance for item listed below
--------------	--------	---

EXPENDITURES

Parks	30,000	To budget funds for sign at Carr Creek Park
-------	--------	---



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS,** Bishop Charles Mellette has demonstrated a longstanding and unwavering commitment to community service, dedicating time, leadership, and expertise across diverse sectors to address complex challenges and help remove barriers that prevent individuals and families from reaching their full potential; and
- WHEREAS,** Bishop Charles Mellette is the founder and senior pastor of Christian Provision Ministries, where he and his wife Patti have created a welcoming, vibrant, and family-oriented church focused on spiritual growth and community outreach; and
- WHEREAS,** Bishop Charles Mellette serves as President of the Let's Do It Together Foundation, a non-profit organization founded to strengthen the community by promoting opportunities for everyone through education, advocacy, civic engagement, and collaboration, and which provides opportunities for leadership development, crisis intervention training, and more to uplift our community; and
- WHEREAS,** Bishop Charles Mellette is a member of the Sanford Area Growth Alliance board of directors and economic development subcommittee, where he helps to align SAGA's economic development strategy with the community's needs through targeted recruitment, incentivized participation, and recommendations to the City and County's governing boards; and
- WHEREAS,** Bishop Charles Mellette is an advocate for small and emerging businesses, shown by his commitment to the Real Investment in Sanford Entrepreneurs (RISE) program for nine cohorts, during which he has helped to select participants and award reimbursable grants to build and sustain successful new businesses in Downtown Sanford and Historic Jonesboro; and
- WHEREAS,** Bishop Charles Mellette has a heart for youth, serving as the chair of Positive Direction for Youth, an innovative youth conference designed to encourage and inspire, which serves nearly 8,000 youth, youth leaders, and pastors each year; and
- WHEREAS,** Bishop Charles Mellette serves as president of Providing Academic Yield, a 21st Century Community Learning Center that provides free academic, cultural, artistic,



and social support to students in kindergarten through tenth grade through a collaborative partnership with parents, schools, and the community, with 100 youth currently enrolled and 2,000 having been served through the program; and

WHEREAS, Bishop Charles Mellette has a long history of community building, serving on the Sanford Equity Task Force, Sanford Housing Authority, Sanford Planning Board, and Kellogg Foundation Board, and as a past president of the Lee County NAACP;

NOW, by virtue of the authority vested in me as Mayor of the City of Sanford, I,
THEREFORE, Rebecca Wyhof Salmon, do hereby recognize Bishop Charles Mellette for his sustained commitment to community engagement and leadership, and for dedicated efforts to address challenges, remove barriers, and create pathways for individuals and families throughout the community to thrive

In witness thereof, I hereunto set my hand and the seal of the City of Sanford to be affixed this 17th day of February, 2026.

REBECCA WYHOF SALMON, MAYOR



MEMORANDUM

TO: City of Sanford City Council
Hal Hegwer, City Manager

FROM: Amy McNeill, Senior Planner – Floodplain Administrator

DATE: February 17, 2026 - Sanford City Council Workshop

REF: Replacing Article 13 Flood Hazard Area Regulations of the Unified Development Ordinance (UDO) with the latest model Flood Damage Prevention Ordinance provided by the North Carolina Floodplain Mapping Program. Also, updating the FEMA National Flood Insurance Program map for Lee County per the latest map panels provided by the North Carolina Floodplain Mapping Program.

Interesting Fact: The 100-year floodplain is an area that has a 1% chance of being inundated by a flood in any given year, based on historical & statistical analysis. This means that in any given year, there is a 1 in 100 chance that the areas illustrated as Special Flood Hazard on the FEMA Flood Insurance Rate Maps will flood. It is a common misconception that 100-year floodplain is an area that floods once every one hundred years. Within the 100-year floodplain, multiple floods can occur in a single year or no flooding at all may occur over 100-years.

UDO Flood Hazard Area Regulations Update/Replacement

Staff is proposing to replace Article 13 Flood Hazard Area Regulations of the Unified Development Ordinance (UDO) with the latest model Flood Damage Prevention Ordinance provided by the North Carolina Floodplain Mapping Program to ensure that all Lee County citizens who would like to participate in the National Flood Insurance are able to do so. This information was reviewed by the Director of the Lee County Office of Emergency Management (Matt Britt) and he was supportive of adopting the new model ordinance.

Floodplain regulations are routinely updated per a model ordinance provided by the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, Floodplain Management Branch. The objectives of this ordinance are to: protect human life, safety, and health; minimize expenditure of public money for costly flood control projects; minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; minimize prolonged business losses and interruptions; minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas; minimize damage to private and public property due to flooding; make flood insurance available to the community through the National Flood Insurance Program; maintain the natural and beneficial functions of floodplains; help

maintain a stable tax base by providing for the sound use and development of flood prone areas; and, ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

The language within the proposed model ordinance (attached for your reference) is generally the same as our current ordinance, which was also a model ordinance, with more clarification and detail provided. The most noteworthy changes are as follows:

- The required elevation for the first finished floor of a house (the “regulatory flood protection elevation”) in Sanford will increase from two feet above the base flood elevation to four feet above the base flood elevation.
Two feet was the State recommended elevation per the last model ordinance, which the City adopted. Staff suggests adopting the State recommended elevation of four feet to avoid possible problems for citizens who would like to participate in the National Flood Insurance Program and to assist in achieving the objectives of the model ordinance. Two feet is the State recommended minimum elevation. The City Council has the option to choose to adopt the State recommended elevation or the State minimum elevation.
- Accessory structures that are 150sf or less OR \$3,000.00 or less are exempt from the elevation/floodproofing certification requirements.
Previously, there was only an exemption for size, not for cost. Adding the minimal investment option is citizen friendly and will probably not be applicable in many situations.
- Floodplain Development Applications must include a plot plan drawn to scale that includes specific details. The model ordinance proposes that the plot plan includes specific details and be certified by a registered land surveyor or professional engineer.
Staff recommends to include his language to ensure accuracy, to ensure compliance with the local floodplain regulations, and to protect the current & future property owners from inaccurate/incorrect information being provided to staff for review/approval.

Moving forward with the public hearing for the flood hazard area regulations update and the Planning Board recommendation at this time will allow staff to forward the ordinance with the language agreed to by the boards to our National Flood Insurance Program Planner for review/approval and to FEMA for review/approval. Once these approvals are secured, the City Council may adopt the ordinance officially updating our flood hazard area regulations.

FEMA National Flood Insurance Program Map Update

Staff is also proposing to update the FEMA National Flood Insurance Program map for Lee County per the latest map panels provided by the North Carolina Floodplain Mapping Program to ensure that everyone (Lee County citizens, surveyors, engineers, insurance agents, etc.) has access to the most up-to-date flood plain mapping information.

Flooding is a common & costly natural disaster that may be caused by storms, dams breaking, new development changing how the water flows above & below ground, and more. The National Flood

Insurance Program (NFIP) was established in 1968 to protect lives and property from flooding and to reduce the financial burden of providing disaster relief. The NFIP is administered by the Federal Emergency Management Agency (FEMA). Nationwide, over 22,000 communities participate in the NFIP, including most of North Carolina's flood-prone communities. Property owners in participating communities are eligible to purchase federal flood insurance for buildings and contents.

The NFIP is based on an agreement between the federal government and participating communities. In partnership with FEMA, North Carolina produces flood maps in accordance with FEMA standards. These maps are produced & updated by the North Carolina Flood Mapping Program and are used by communities, insurance agents, and others in managing flood hazards and mitigating flood risks.

Each time the North Carolina Flood Mapping Program provides a community with a new or revised flood hazard map & study, the data must be adopted or the community will risk being suspended from the NFIP, which means that property owners will not be able to purchase new NFIP flood insurance policies, existing policies will not be renewed, no federal grants or loans for development in flood hazard areas may be approved, no federal disaster assistance may be provided to repair insurable buildings located in identified flood hazard areas for damage caused by a flood, no federal mortgage insurance or loan guarantees may be provided in identified flood hazard areas and federally insured or regulated lending institutions (such as banks and credit unions) must notify applicants seeking loans for insurable buildings in flood hazard areas that there is a flood hazard and that the property is not eligible for federal disaster relief.

It should be noted that no additional structures are mapped as being within the 100-year floodplain on the new FEMA National Flood Insurance Program map for Lee County.

At this time, we are proposing to update the FEMA National Flood Insurance Program map for Lee County with the latest map panels provided by the North Carolina Flood Mapping Program. This map includes a total of 74 panels, 22 of which are proposed to be updated. The maps are in digital format and are available for viewing/downloading on the North Carolina Flood Risk Information Systems website at <https://fris.nc.gov>.

Additional information regarding areas of flooding and resources available may be found on the NC Floodplain Mapping Program website at <https://flood.nc.gov/ncflood/> and on the Flood Inundation Mapping & Alert Network (FIMAN) website at <https://fiman.nc.gov>.

The effective date of the update will be determined by FEMA per our Letter of Final Determination, which is tentatively scheduled to be mailed to Mayor Wyhof Salmon this summer. Moving forward with the public hearing for the map review/approval and the Planning Board recommendation at this time will allow us to adopt the updated map panels as soon the Letter of Final Determination is received.

STATE OF NORTH CAROLINA

COUNTY OF LEE

DEVELOPMENT AGREEMENT

(N.C.G.S. §160D Article 10)

THIS DEVELOPMENT AGREEMENT (“*Agreement*”) is made as of the ___ day of _____, 2025, by and between **MATTAMY HOMES LLC**, a North Carolina limited liability company or its Permitted Assigns (as that term is defined below) (hereinafter referred to as “*Developer*”) and the **CITY OF SANFORD**, a North Carolina municipal corporation (hereinafter referred to as the “*City*”) (each a “*Party*” and collectively, the “*Parties*”).

WITNESSETH:

WHEREAS, within a proposed development of residential property currently known as Vermilion (the “*Master Development*”), Developer owns, or is under contract to purchase, that certain tract or tracts of real property located in Lee County, North Carolina within the City of Sanford described more particularly on **Exhibit A** annexed hereto and incorporated herein by reference (hereinafter referred to as the “*Property*” or “*Developer Property*”); and,

WHEREAS, the owners of the Property (“*Owners*”) all consent to Developer entering into this Agreement as evidenced by their signatures below; and,

WHEREAS, N.C.G.S. 160D-1006 requires a Development Agreement to describe the uses permitted on the property, including population densities and building types, intensities, placement on the site, and design, the Developer states that the intent is to horizontally develop the Property by installing all necessary infrastructure to prepare building lots as part of a residential subdivision consisting of approximately 1,233 Lots comprised of approximately 864 Single Family House Lots and 369 Townhouse Lots, as well as the construction of an amenity for said subdivision (hereinafter referred to as the “*Development*”). The total number of Lots may vary by right by approximately 5% above the 1,233 Lots shown on the plan dated June 11, 2025. The Development is to be constructed in multiple phases, the densities and unit compositions of which are more fully set forth on **Exhibit B** attached hereto and incorporated herein (hereinafter referred

to as the “*Phasing Exhibit*”). The Property is zoned as a Conditional District Zone and the intended residential use is allowed on the Property; and,

WHEREAS, at full buildout the proposed residential subdivision would produce an estimated average day sanitary sewer discharge for 1,233 Lots comprised of approximately 864 Single Family House Lots and 369 Townhouse Lots plus 5% or 1,294 total Lots and the associated amenity (the “*Development Sewer Discharge Requirement*”); and,

WHEREAS, The Property is tributary to the existing Little Buffalo Interceptor owned and operated by the City; and,

WHEREAS, the Little Buffalo Interceptor has available capacity to serve the existing basin but the Development is not located within such basin and adding the Development to the area served by the Little Buffalo Interceptor will impact its available sanitary sewage discharge capacity; and,

WHEREAS, the City, in lieu of construction by Developer of separate infrastructure and/or limited increased capacity at the Little Buffalo Interceptor, will plan and construct replacement interceptor improvements consisting of approximately 6,900 linear feet of 24 inch sewer facilities to serve tributary basins including the Development which such improvements qualify as a Public Facility (as that term is defined below) (the “*Sewer Improvements*”); and,

WHEREAS, the Sewer Improvements will increase sanitary sewer capacity by 4,870 homes or 14,600 bedrooms; and

WHEREAS, it is more practical for Developer, and cost efficient for the parties hereto, for the City to construct the Sewer Improvements and obtain pro rata share cost from Developer for the resulting benefits to the Developer Property; and,

WHEREAS, Article 10 of Chapter 160D of the North Carolina General Statutes authorizes development agreements for the purpose of planning and cooperation in the provision of Public Facilities for developments; and

WHEREAS, the Parties desire to enter into an agreement to bind themselves regarding obligations relating to reservation of capacity in the City’s sewage collection system and payment for Developer’s pro-rata share of the Sewer Improvements.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

- (a) “***Infrastructure***” shall mean all public and private infrastructure constructed by Developer, excluding improvements to the Little Buffalo Interceptor, necessary to serve the Development which may include water mains, valves, fittings, fire hydrants, service connections, service lines, shutoffs, meter boxes, gravity sewer mains, manholes, laterals, streets, curbs, gutters, sidewalks, greenways, bikeways, transit facilities, park and recreation facilities, and storm drainage facilities. Infrastructure to be located on or within the Property shall be referred to as “***Onsite***”. Other Infrastructure serving the Property shall be referred to as “***Off-site***”. Upon acceptance all public Infrastructure shall be owned by the City.
- (b) “***Standard Specifications***” shall mean all development documents for all Infrastructure that are subject to approval by the State of North Carolina, Lee County and/or the City, including, but not limited to, the special use permit, subdivision plan, site plan, subdivision plat(s), phasing schedule and construction drawings.
- (c) “***City Ordinances***” shall mean the ordinances of the City that are in effect at the date of execution of this Agreement and which are applicable to the Developer Property and/or the Infrastructure.
- (d) “***City Policies***” shall mean all development policies of the City that are in effect at the date of execution of this agreement and which are applicable to the Developer Property and/or the Infrastructure.
- (e) “***Construction Standards***” shall mean the City document entitled “Standard Specifications and Construction Details”, or any replacement document, that is in effect at the date of execution of this Agreement and governs the design and construction or installation of the Infrastructure.
- (f) “***Public Facilities***” shall have the meaning ascribed in NC GS 160D-1002(2).
- (g) “***Effective Date***” shall mean the date this executed Agreement is recorded at the Lee County Register of Deeds in Lee County, North Carolina.

2. **Developer Obligations.**

- (a) **Recording of executed agreement:** The Developer shall at its own expense record the executed agreement at the Lee County Register of Deed in Lee County NC within 14

days of its execution. Should the Developer fail to do so the City may unilaterally cancel this Agreement regardless of any other provision in this Agreement. All of Developer's obligations under this Agreement are contingent upon the acquisition of the Property by Developer or Developer's nominee from the Owners. In the event Developer or Developer's nominee does not acquire the Property from the Owners, Developer shall provide written notice to the City and this Agreement shall terminate upon Developer's delivery of such notice to the City, whereupon Developer, City and the Owners shall have no further rights or obligations to one another under this Agreement.

- (b) Development Design, Permitting and Construction: Developer shall, at its own expense, design, obtain appropriate permits and encroachment agreements, build and completely construct the Development according to the applicable City Standard Specifications, City Ordinances, City Policies, and Construction Standards. The design shall follow the City's development review and plan approval process prior to the City's execution of the North Carolina Department of Environmental Quality (NCDEQ) Non-Discharge Permit Application for extension of public sanitary sewer system.
- (c) Developer's Fee: As of the Effective Date, the Little Buffalo Interceptor has available capacity to serve the existing basin but the Development is not located within such basin and adding the Development to the area served by the Little Buffalo Interceptor will impact its available sanitary sewage discharge capacity. As such, the City intends in the future to make the Sewer Improvements to increase the available sanitary sewer discharge capacity to serve an additional 4,870 homes or 14,600 bedrooms. The Developer will then pay its proportionate share. The Developer shall submit one application for the Development Sewer Discharge Requirement to the City for execution and further delivery to NCDEQ (the "***Developer Sewer Application***") which will cover all Phases of the Development. The City will allocate to Developer at the time of application the then-current available sanitary sewage discharge capacity needed for the Development, and Developer shall be obligated to pay a developer's fee for increased sewer capacity at the aforementioned Little

Buffalo Interceptor as necessary to fully satisfy the Development Sewer Discharge Requirement (the “*Developer’s Fee*”). The Developer’s Fee shall be equal to the product obtained by multiplying the number of Lots in the Development by \$1,375.77 per Lot, which amount per Lot is equal to the pro-rata share obtained by dividing the estimated cost of the Sewer Improvements (\$6,700,000.00) by the number of additional Lots that will be served by the Sewer Improvements (4,870 Lots), that is \$6,700,000.00 divided by 4,870 Lots = \$1,375.77 per Lot. The Developer shall pay the Developer’s Fee by the date that is sixty (60) days after Developer’s receipt of the approved construction drawings for Phase 1 of the Development. Should the Developer fail to pay the fee the City may unilaterally cancel this Agreement regardless of any other provision in this Agreement.

For the avoidance of doubt, the Developer is responsible for the Developer’s Fee to be calculated based upon conditions existing prior to the construction of the Sewer Improvements and the estimate of the cost to construct the Sewer Improvements, regardless of when the Developer’s Fee is actually due pursuant to the schedule set forth in the preceding paragraph of this subsection.

The Developer’s Fee shall be calculated at the unit rate of \$1,375.77 per Lot within the Development. The Developer’s Fee shall be non-refundable except in the event of a default by the City, including but not limited to failure to allocate, reserve and/or provide Developer with the increased sewer capacity in its conveyance system and treatment plant pursuant to the terms herein. Unit flows will be based on *15A NCAC 02T .0114 WASTEWATER DESIGN FLOW RATES* to determine average day flows.

- (d) Timing of Payment of Developer’s Fee: Developer shall pay the Developer’s Fee to be calculated based upon the per Lot methodology set forth in the preceding subsection 2(c). The foregoing notwithstanding, all Developer’s Fees shall be paid by the date that is sixty (60) days after Developer’s receipt of the approved construction drawings for Phase 1 of the Development. Should Developer fail to pay the Developer’s Fee within the allotted time, the City may terminate this Agreement regardless of any other provision in this Agreement, subject to

Developer's right to written notice of default and opportunity to cure in accordance with Section 19.

- (e) Applicable Sanitary Sewer Fees: The Developer's Fee is in addition to, and not in lieu of, the City's water and sewer system development fee applicable to the Development (the "*SDF*"), as prescribed by the City's Code of Ordinances and Annual Budget at the rate current at the time of payment, such fees being acknowledged by Developer to be reasonable and fair. As of the Effective Date, the SDF is \$2,969 based on a ¾" water meter is due at the time a water meter set is requested for each lot within the Development, and shall be payable by the vertical construction building permit applicant. For the purpose of clarity, the Developer's Fee, if applicable, is separate and in addition to the SDF.

Failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with all laws governing Developer's permitting requirements, conditions, terms or restrictions. Developer and the City acknowledge and agree that the foregoing Developer Obligations described in paragraphs (a) through (d) apply to the particular portion of the Developer Property that is developed from time to time, it being acknowledged by the Parties that Developer may potentially carry out additional horizontal development activity of the kind referenced above in the Second Recital in one or more sections of the Master Development. Failure of Developer to perform any term or condition herein after receipt of written notice of default and opportunity to cure in accordance with Section 19 below shall excuse the City's performance hereunder and the City may elect to terminate this Agreement and have no further obligation to perform any term or condition herein or provide water or sewer to any undeveloped section of the Developer Property or section not so developed in accordance with all terms and conditions herein set out; provided, however, upon the issuance of Certificate(s) of Occupancy for residential units in the Development, the City shall continue to provide water or sewer to and for such houses and townhomes.

3. City Obligations.

- (a) Reservation of Sewage Conveyance Capacity: This Agreement serves as a “will serve” commitment by the City to provide adequate and sufficient potable water capacity and sanitary sewage discharge capacity for the Development for all Lots as they are developed by Developer. Upon Developer’s delivery of the Developer Sewer Application to the City for execution prior to delivery of the same to NCDEQ, the City shall assess and advise Developer whether adequate capacity is still available at the Buffalo Creek Interceptor to satisfy the Developer Sewer Requirement. If the City determines that the Developer Sewer Application requires increased capacity, the City will sign the Developer Sewer Application that will reserve conveyance capacity for Developer sufficient to satisfy the Development Sewer Discharge Requirement in the City’s sewage collection system including the Buffalo Creek Interceptor, or potential other improvements at the City’s discretion (the “**Reserved Capacity**”) and cause the installation of improvements to the City’s sewage collection system including the Sewer Improvements or potential other improvements at the City’s discretion to provide the conveyance capacity for the Development sufficient to satisfy the Development Sewer Discharge Requirement as Lots within the Development are developed. The City’s execution of the Developer Sewer Application for the Development shall not be unreasonably withheld or delayed. Subject to Section 10 of the Agreement, the City shall have the sole and absolute discretion to design, construct, complete, and/or accept or reject any or all bids for construction of the Sewer Improvements at a time of its choosing, provided it constructs the Sewer Improvements on a schedule that does not negatively impact the Developer’s plans to construct the Development as those plans have been shared with the City and provides the Reserved Capacity or actual sewer capacity needed for the Development based upon final calculations, whichever sewer capacity number is less.
- (b) The City’s obligation to provide the Public Facilities described in this Agreement is expressly contingent upon: (i) the Developer commencing the Development promptly after final construction drawings for the first Phase are approved by the City and diligently pursuing completion of the Development thereafter and (ii) the Developer meeting its obligations under the Agreement. The pro-rata share of the Sewer

Improvements will be earmarked for sewage collection system improvements using accounting mechanisms allowed to the City by North Carolina regulations. Subject to Section 10 below, the Sewer Improvements will be at the discretion of the City provided it constructs the Sewer Improvements on a schedule that does not negatively impact the Developer's plans to construct the Development as those plans have been shared with the City and provides the Reserved Capacity or actual sewer capacity needed for the Development.

- (c) Conveyance/Treatment Capacity Reservation Contingency: The Parties acknowledge that City allocates and reserves capacity in its sewer conveyance system and its treatment plant on a first come first serve basis, so nothing in this Agreement shall imply or guarantee capacity for either conveyance or treatment of sewer other than as provided in this Agreement. The foregoing notwithstanding, upon the City's execution of the Developer's Sewer Application, the City shall not allocate or otherwise provide the Reserved Capacity to any third party except in the event of an uncured event of default by the Developer under the Agreement including, but in no way limited to, the Developer's failure to pay the Developer's Fee in accordance with the schedule set forth above in Section 2(c).
4. **Duration**. Unless earlier terminated pursuant to the terms herein, the duration of this Agreement shall be ten (10) years after the Effective Date, unless the term of this Agreement is extended pursuant to its express terms. In addition to any other extension rights set forth in this Agreement, if the final Lot with a new home constructed thereon within the final phase of the Development has not been sold by the date that is ten (10) years after the Effective Date, then Developer agree to extend the term of this Agreement for up to five (5) periods of one year each upon written notice by the Developer to the City.
5. **Extension of Agreement**. The Agreement may be extended by mutual consent of both parties and in accordance with Section 11 hereinbelow.
6. **Additional Documents and Matters**. The Parties further agree to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the intent and terms of this Agreement. It is acknowledged and agreed by Developer that

nothing in this Agreement shall bind the City to perform any governmental function or proprietary function relating to the City's governmental inspections or issuance of permits in connection with construction of the Property or any structure, improvement or facility to be constructed on the Property, including without limitation, inspections, construction and site plan review, acceptance of Infrastructure, and issuance of certificates of occupancy. This Agreement shall not bind the City to issue permits or pass inspections except in accordance with the City Ordinances and City Policies in effect as of the date of execution of this Agreement. Development of the Developer Property, including all Infrastructure, is subject to and shall comply with the Standard Specifications, City Ordinances, City Policies, and Construction Standards. Developer shall pay all development fees, permit fees and unit capacity fees as required by the City for its development of the Developer Property.

7. **Force Majeure.** The Parties shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits from federal, state and/or local governments), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as defined in Section 19 of this Agreement.
8. **Notices.** All notices and all other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, by hand delivery, or by Federal Express, Airborne Express, or similar overnight delivery services, addressed as follows:

If to Developer: Mattamy Homes LLC
 Attn: Bob Wiggins
 11000 Regency Parkway
 Suite 110
 Cary, NC 27518

With a copy to: K&L Gates LLP
 Attn: Mike King
 301 Hillsborough Street
 Suite 1200
 Raleigh, NC 29609

If to the City: City of Sanford
 Attn: City Manager
 P.O. Box 3729
 225 E. Weatherspoon St
 Sanford, NC 27331

With a copy to: City Attorney _____
 225 E. Weatherspoon St _____
 Sanford, NC 27331 _____

Notice shall be deemed to have been given upon receipt. Refusal of delivery shall be deemed receipt.

9. **Written Consents from the City.** Where this Agreement refers to written approvals or consents to be given by the City and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the City Manager or his designee. An approval required by this Agreement shall not be effective unless given in writing.
10. **No Waiver of Governmental Authority or Discretion.** Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the City Council or City in any manner whatsoever. Subject to Developer's right to a refund of the Developer's Fee in the event of a City default, the City shall incur no liability to Developer for any losses or damages it may incur as a result of or in connection with the City's exercise or performance of its regulatory, legislative or governmental powers or functions, or any judicial determination regarding the same.

11. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both Parties, and follow North Carolina General Statutes governing Development Agreements.
12. **Full Agreement.** This Agreement contains the entire agreement of the Parties as it relates to the matters herein, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each Party agrees that this Agreement is the result of good faith arms length negotiations.
13. **No Partnership, Joint Venture.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship between the Parties. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.
14. **Binding Effect.** It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the Parties hereto.
15. **Miscellaneous.**
 - (a) **Choice of Law and Forum.** This Agreement shall be deemed made in Lee County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Lee County or the Federal District Court for the Middle District of North Carolina.
 - (b) **Waiver.** No action or failure to act by either party to this Agreement shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
 - (c) **Severability.** If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability

of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by North Carolina law.

- (d) Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural, the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc., without limitation. (ii) References to a “Section” or “section” shall mean a section of this Agreement. (iii) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (iv) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement. (v) “Duties” includes obligations. (vi) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (vii) The word “shall” is mandatory. (viii) The word “day” means calendar day. (ix) Attorneys for all parties have participated in the drafting of this document, and no future interpretation shall favor or disfavor one party over another on account of authorship.
- (e) Construction of Agreement. In the event of a conflict or inconsistency between this Agreement and any currently existing agreement between the City and Developer, the provisions of this Agreement shall control. In the event of a conflict or inconsistency between this Agreement and the approved Standard Specifications, City Policies or Construction Standards, the approved Standard Specifications, City Policies and Construction Standards shall control.
- (f) Amendment. This Agreement shall not be modified in any manner except as provided in Article 10 of Chapter 160D of the North Carolina General Statutes, and must be in writing, signed by each of the parties.

- (g) Applicability of Agreement. This Agreement shall be applicable to the Property and Development as it exists at the time of this Agreement, and as the same shall thereafter be amended or modified by the then owner and approved by the City.
- (h) Preambles. The preambles to this Agreement are a part of the agreement of the parties set forth in this Agreement, and shall be binding upon the parties in accordance with their terms.
- (i) **Developer shall record this Agreement with the Lee County Register of Deeds within fourteen (14) days of the execution of this Agreement.**

16. **Vested Rights; Delegation of Duties; Assignment.** The Property was rezoned to the Vermilion Conditional Zoning District on August 5, 2025. A preliminary subdivision plat was approved on August 5, 2025, a copy of which is attached hereto and incorporated herein as *Exhibit C*, and conferred vested rights on the Development as of that date. The laws applicable to the Development, including, without limitation, those respecting the development of the Property subject to this Agreement, are and shall be those in force as of the Effective Date and are vested as of the Effective Date during the entire term of this Agreement, including, without limitation, the City Ordinances, City Policies, Standard Specifications and Construction Specifications. Accordingly, the City may not apply laws, land development regulations, ordinances, or development policies adopted after the Effective Date to the Property without the written consent of Developer. Additionally, no future development moratoria or impact fees shall apply to the Property without the written consent of Developer. No additional period of vesting of the land use entitlements is contemplated, intended or conferred by this Agreement. Developer may assign its obligations and interests herein to any affiliate and/or any successor owner of any part or all of the Developer Property and/or to any property owners association that is organized with respect to any part or all of the Developer Property, upon notice to the City of such assignment, and such assignment shall have the effect of releasing Developer from any and all obligations that arise hereunder from and after such assignment. If such assignment is to occur prior to the payment of the Developer's Fee the City shall have a right of approval on the financial ability of the assignee to faithfully make the payment of the Developer's Fee.

17. **Consideration.** The Parties hereto agree that this Agreement is mutually beneficial in that it provides for orderly urban growth and the financing of systematic extension of municipal improvements and services while at the same time securing valuable utility allocations for the Developer's Property enhancing the value of the Developer's Property and relieving it of infrastructure expenses for which it would otherwise have been obligated. The Improvements comprising the Development shall be considered by the Parties to be the minimum additions to the City's corporate tax base sufficient to enable the City to finance the provision of municipal services to Developer's Property. The Parties acknowledge that the mutual benefits described herein are sufficient to constitute good and valuable consideration in support of this contractual agreement.
18. **Default by the City.** In the event of a default by City in performance of City's Obligations, except as otherwise provided herein, Developer's sole relief and remedy shall be limited to a suit for specific performance; the City shall be liable for no actual or consequential damages whatsoever. The foregoing notwithstanding, if an event that would otherwise trigger a default is the result of an event of Force Majeure, there shall be no default hereunder and the time for performance (and the term of the Agreement if necessary) shall be extended for the period of the Force Majeure event. The provisions of this section control over any conflicting provisions in this Agreement.
19. **Default by Developer.** In the event of a default by Developer in performance of Developer Obligations, prior to the City exercising any right to terminate this Agreement because of such default, the City first shall give written notice of the default to Developer in the manner required herein for giving notices. Developer shall be liable for no actual or consequential damages whatsoever. Developer shall have thirty (30) days following receipt of the notice within which to cure the default; provided, however, if Developer fails to cure a non-monetary default within such thirty (30) day period, and the nature of the non-monetary default is such that it cannot reasonably be cured within said thirty (30) day period, Developer shall be deemed in default hereunder if Developer fails to commence to cure such non-monetary default within said thirty (30) day period or fails to diligently and continuously pursue such appropriate actions to completion in order to cure such non-monetary default as soon as is reasonably practicable, the City shall have no right to

terminate this Agreement for a default by Developer if Developer timely cures the default as provided herein. The foregoing notwithstanding, if an event that would otherwise trigger a default is the result of an event of Force Majeure, there shall be no default hereunder and the time for performance (and the term of the Agreement if necessary) shall be extended for the period of the Force Majeure event. The provisions of this section control over any conflicting provisions in this Agreement.

[see following page for signatures]

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

MATTAMY HOMES LLC,
a North Carolina limited liability company

By: _____

Title: _____

CITY OF SANFORD, a North Carolina
municipal corporation

By: _____

Title: _____

Attest

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public, certify that _____ personally came before me this day and acknowledged that he/she is _____, and that he/she, as _____ being authorized to do so on behalf of _____, executed the foregoing on behalf of the limited liability company in its capacity as _____.

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

My Commission Expires: _____

Notary Public

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ of City of Sanford, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its _____. Witness my hand and official stamp or seal, this _____ day of _____, 2025.

My Commission Expires: _____

Notary Public

Owners:

CHEROKEE LAND COMPANY, LLC, a
North Carolina limited liability company

By: Thomas F. Darden, II
Its: President

_____ County, North Carolina

I, _____, a notary in the County and State aforementioned, certify that Thomas F. Darden, II personally appeared before me this day and acknowledged to me that he is the President of Cherokee Land Company, LLC, and that as President of Cherokee Land Company, LLC, he is duly authorized to and did voluntarily sign the foregoing document for the purpose stated therein on behalf of Cherokee Land Company, LLC.

Date: _____

Notary Public

My Commission Expires:

Print Name: _____

[Affix Notary Stamp or Seal below]

RWD PROPERTIES LIMITED
PARTNERSHIP, a North Carolina limited
partnership

By: John Thomas Dalrymple
Its: General Partner

_____ County, North Carolina

I, _____, a notary in the County and State aforementioned, certify that John Thomas Dalrymple personally appeared before me this day and acknowledged to me that he is the General Partner of RWD Properties Limited Partnership and that as General Partner of RWD Properties Limited Partnership he is duly authorized to and did voluntarily sign the foregoing document for the purpose stated therein on behalf of RWD Properties Limited Partnership.

Date: _____

Notary Public

My Commission Expires:

Print Name: _____

[Affix Notary Stamp or Seal below]

WS BALLARD ENTERPRISES, LLC, a
North Carolina limited liability company

By: Mary D. Ballard
Its: Manager

_____ County, North Carolina

I, _____, a notary in the County and State aforementioned, certify that Mary D. Ballard personally appeared before me this day and acknowledged to me that she is the Manager of WS Ballard Enterprises, LLC, and that as Manager of WS Ballard Enterprises, LLC, he is duly authorized to and did voluntarily sign the foregoing document for the purpose stated therein on behalf of WS Ballard Enterprises, LLC.

Date: _____

Notary Public

My Commission Expires:

Print Name: _____

[Affix Notary Stamp or Seal below]

W.C.D. PROPERTIES, LIMITED
PARTNERSHIP, a North Carolina limited
partnership

By: William CP Dalrymple
Its: General Partner

_____ County, North Carolina

I, _____, a notary in the County and State aforementioned, certify that William CP Dalrymple personally appeared before me this day and acknowledged to me that he is the General Partner of W.C.D. Properties, Limited Partnership and that as General Partner of W.C.D. Properties, Limited Partnership he is duly authorized to and did voluntarily sign the foregoing document for the purpose stated therein on behalf of W.C.D. Properties, Limited Partnership.

Date: _____

Notary Public

My Commission Expires:

Print Name: _____

[Affix Notary Stamp or Seal below]

By: **JOHN MATTHEW MOORE**

_____ County, _____

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John Matthew Moore.

[Print Signatory Name Above]

Date: _____

My Commission Expires:

Notary Public
Print Name: _____

[Affix Notary Stamp or Seal below]

By: AARON KEMP MOORE

_____ County, _____

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Aaron Kemp Moore.

[Print Signatory Name Above]

Date: _____

My Commission Expires:

_____ Notary Public

Print Name: _____

[Affix Notary Stamp or Seal below]

By: **DAVID SAMUEL MOORE**

_____ County, _____

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: David Samuel Moore.

[Print Signatory Name Above]

Date: _____

My Commission Expires:

Notary Public
Print Name: _____

[Affix Notary Stamp or Seal below]

By: JONATHAN ALAN MOORE

_____ County, _____

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jonathan Alan Moore.

[Print Signatory Name Above]

Date: _____

My Commission Expires:

Notary Public
Print Name: _____

[Affix Notary Stamp or Seal below]

EXHIBIT A
Developer Property
(Legal Description)

PIN: 9654-55-1352

CHEROKEE LAND COMPANY, LLC 0 POST OFFICE ROAD
SANFORD, NC, 27330

PIN: 9654-34-7239

CHEROKEE LAND COMPANY, LLC 0 RIDDLE ROAD
SANFORD, NC, 27330

PIN: 9654-44-8271 RWD PROPERTIES, LP &
W.S. BALLARD ENTERPRISES, LLC 0 RIDDLE ROAD
SANFORD, NC, 27330

PIN: 9654-53-7920

CHEROKEE LAND COMPANY, LLC 0 RIDDLE ROAD

SANFORD, NC, 27330

PIN: 9654-43-1235 WCD PROPERTIES, LP & RWD PROPERTIES, LP &
W.S. BALLARD ENTERPRISES, LLC 0 RIDDLE ROAD
SANFORD, NC, 27330

PIN: 9654-40-7539

AMANDA C. MOORE & JOHN L. MOORE (HEIRS):
(AARON K. MOORE & DAVID MOORE & JONATHAN ALLAN MOORE & JOHN M.
MOORE AND SPOUSE SANDRA MOORE) 0 LOWER MONCURE ROAD
SANFORD, NC, 27330

Being six parcels to be annexed into the City Limits of the City of Sanford: three parcels owned by Cherokee Land Company, LLC as described in Deed Books (DB) 695, page 516, DB 1753, Page 428, and depicted in Plat Cabinet (PC) 1, Slide 743 and being two parcels owned by RWD Properties, LP as described in DB 1714, Page 366 and being a parcel owned by Amanda C. Moore & John L. Moore, Heirs as described in DB 460, Page 393 in the Lee County Registry. Said properties being situated in the East Sanford Township, Lee County, North Carolina and the Annexation Limits more particularly described as:

The First Tract to be annexed: Commencing at a 3/4" Iron Pipe having NAD 83(2011) 2010.00 EPOCH NC Grid Coordinates of Northing: 645,216.792' and an Easting: 1,956,297.087', said Iron Pipe marking the Southwestern most corner of the David L. Gardner Life Estate parcel as described in DB 1637, Page 769; thence North 16 Degrees 14 Minutes 25 Seconds West a distance of 1,264.87 Feet to a 3/4" Iron Pipe; thence North 16 Degrees 16 Minutes 56 Seconds West a distance of 439.45 Feet to a #5 Rebar, said Rebar being on the Southern Right-of-Way line of Post Office Road (S.R. 1418), a 60' Public Right-of- Way; thence crossing S.R. 1418 North 16 Degrees 16 Minutes 56 Seconds West a distance of 61.03 Feet to a #5 Rebar, said Rebar being the Point of Beginning; thence along the Northern Right-of-Way of S.R. 1418 South 83 Degrees 45 Minutes 21 Seconds West a distance of 204.57 Feet to a point; thence South 81 Degrees 39 Minutes 02 Seconds West a distance of 41.23 Feet to a point; thence South 81 Degrees 37 Minutes 09 Seconds West a distance of 40.18 Feet to a point; thence South 80 Degrees 10 Minutes 12 Seconds West a distance of 668.39 Feet to a 1" Iron Pipe; thence turning away from the Northern Right- of-Way of S.R. 1418 North 66 Degrees 28 Minutes 20 Seconds East a distance of 953.85 Feet to a #5 Rebar; thence South 16 Degrees 16 Minutes 56 Seconds East a distance of 242.29 Feet to the Point and Place of Beginning and containing 2.510 acres more or less.

The Second Tract to be annexed: Commencing at a 3/4" Iron Pipe having NAD 83(2011) 2010.00 EPOCH NC Grid Coordinates of Northing: 645,216.792' and an Easting: 1,956,297.087', said Iron Pipe marking the Southwestern most corner of the David L. Gardner Life Estate parcel as described in DB 1637, Page 769, said Iron Pipe also being the Point of Beginning; thence North 81 Degrees 53 Minutes 33 Seconds East a distance of 1,494.13 Feet to a 1" Iron Pipe; thence South 31 Degrees 54 Minutes 04 Seconds East a distance of 246.94 Feet to a 1" Iron Pipe; thence South 26 Degrees 33 Minutes 36 Seconds East a distance of 749.55 Feet to a 2" Iron Pipe; thence South 86 Degrees 48 Minutes 30 Seconds West a distance of 753.85 Feet to a #5 Rebar; thence South 86 Degrees 48 Minutes 30 Seconds West a distance of 1,213.66 Feet to a T-Post; thence South 17 Degrees 29 Minutes 52 Seconds East a distance of 329.45 Feet to a 3/4" Iron Pipe; thence South 20 Degrees 25 Minutes 59 Seconds East a distance of 853.91 Feet to a 1/2" Iron Pipe, said Iron Pipe marking the Southeastern most corner of the Cherokee Land Company, LLC Property (PIN 9654-53-7920) as described in DB 1753, Page 428; thence from said Iron Pipe North 41 Degrees 12 Minutes 15 Seconds West a distance of 491.41 Feet to a 3/4" Iron Pipe; thence South 68 Degrees 29 Minutes 23 Seconds West a distance of 1,385.37 Feet to a 3/4" Iron Pipe; thence South 41 Degrees 43 Minutes 17 Seconds East a distance of 1,259.85 Feet to a Disturbed 2" Iron Pipe; thence North 88 Degrees 48 Minutes 23 Seconds East a distance of 330.90 Feet to a 1.5" Iron Pipe; thence South 01 Degrees 46 Minutes 37 Seconds East a distance of 211.23 Feet to a #5 Rebar, said Rebar being on the Northern Right-of-Way line of Riddle Road (S.R. 1416), a 60' Public Right-of-Way; thence along said Right-of-Way line South 83 Degrees 40 Minutes 45 Seconds West a distance of 365.30 Feet to a #5 Rebar; thence South 83 Degrees 43 Minutes 11 Seconds West a distance of 1,916.17 Feet to a #5 Rebar; thence South 83 Degrees 43 Minutes 30 Seconds West a distance of 527.04 Feet to a #5 Rebar; thence South 83 Degrees 55 Minutes 46 Seconds West a distance of 719.79

Feet to a #5 Rebar; thence along a curve to the Right a distance of 119.07 Feet, having a Radius of 2,624.26 Feet and a Chord Bearing of South 87 Degrees 29 Minutes 01 Seconds West and a Distance of 119.06 Feet to a #5 Rebar; thence North 88 Degrees 32 Minutes 50 Seconds West a distance of 114.54 Feet to a Rail Road Rail; thence turning away from the Northern Right-of-Way line of Riddle Road North 00 Degrees 52 Minutes 05 Seconds East a distance of 184.47 Feet to a 1" Iron Pipe; thence North 00 Degrees 48 Minutes 11 Seconds East a distance of 308.34 Feet to a 1" Iron Pipe; thence North 01 Degrees 33 Minutes 11 Seconds East a distance of 1,307.29 Feet to a 1" Iron Pipe; thence North 89 Degrees 20 Minutes 25 Seconds East a distance of 214.20 Feet to a 1" Iron Pipe; thence North 03 Degrees 00 Minutes 31 Seconds East a distance of 5.94 Feet to a #5 Rebar; thence North 89 Degrees 53 Minutes 09 Seconds East a distance of 181.00 Feet to a #4 Rebar; thence North 00 Degrees 07 Minutes 55 Seconds West a distance of 724.90 Feet to a 1" Iron Pipe, said Iron Pipe marking the Southwestern most corner of the Cherokee Land Company, LLC parcel (PIN: 9654-34-7239), as described above; thence along the Southern boundary line of said parcel South 88 Degrees 55 Minutes 16 Seconds East a distance of 854.43 Feet to a #5 Rebar; thence turning away from said boundary line North 49 Degrees 51 Minutes 17 Seconds East a distance of 1,681.03 Feet to a #5 Rebar; thence North 16 Degrees 15 Minutes 21 Seconds West a distance of 1,119.54 Feet to a 1" Iron Pipe, said Iron Pipe being on the Southern boundary line of the Jeffrey A. Reed & Doris J. Reed property as described in DB 1397, Page 846; thence along said boundary line North 85 Degrees 20 Minutes 32 Seconds East a distance of 207.79 Feet to a #5 Rebar; thence North 14 Degrees 16 Minutes 38 Seconds West a distance of 368.22 Feet to a #5 Rebar, said Rebar being on the Southern Right-of-Way of S.R. 1418; thence along the Southern Right-of-Way line of said road North 80 Degrees 05 Minutes 41 Seconds East a distance of 662.20 Feet to a point; thence North 81 Degrees 37 Minutes 09 Seconds East a distance of 40.13 Feet to a point; thence North 81 Degrees 39 Minutes 02 Seconds East a distance of 40.37 Feet to a point; thence North 83 Degrees 47 Minutes 06 Seconds East a distance of 213.83 Feet to a #5 Rebar; thence turning away from said Right-of-Way South 16 Degrees 16 Minutes 56 Seconds East a distance of 439.45 Feet to a 3/4" Iron Pipe; thence South 16 Degrees 14 Minutes 25 Seconds East a distance of 1,264.87 Feet to the Point and Place of Beginning and containing 293.967 acres more or less.

The Third Tract to be annexed: Commencing at a 3/4" Iron Pipe having NAD 83(2011) 2010.00 EPOCH NC Grid Coordinates of Northing: 645,216.792' and an Easting: 1,956,297.087', said Iron Pipe marking the Southwestern most corner of the David L. Gardner Life Estate parcel as described in DB 1637, Page 769; thence North 81 Degrees 53 Minutes 33 Seconds East a distance of 1,494.13 Feet to a 1" Iron Pipe; thence South 31 Degrees 54 Minutes 04 Seconds East a distance of 246.94 Feet to a 1" Iron Pipe; thence South 26 Degrees 33 Minutes 36 Seconds East a distance of 749.55 Feet to a 2" Iron Pipe; thence South 86 Degrees 48 Minutes 30 Seconds West a distance of 753.85 Feet to a #5 Rebar; thence South 86 Degrees 48 Minutes 30 Seconds West a distance of 1,213.66 Feet to a T-Post; thence South 17 Degrees 29 Minutes 52 Seconds East a distance of 329.45 Feet to a 3/4" Iron Pipe; thence South 20 Degrees 25 Minutes 59 Seconds East a distance of 853.91

Feet to a 1/2" Iron Pipe; thence North 41 Degrees 12 Minutes 15 Seconds West a distance of 491.41 Feet to a 3/4" Iron Pipe; thence South 68 Degrees 29 Minutes 23 Seconds West a distance of 1,385.37 Feet to a 3/4" Iron Pipe; thence South 41 Degrees 43 Minutes 17 Seconds East a distance of 1,259.85 Feet to a Disturbed 2" Iron Pipe; thence North 88 Degrees 48 Minutes 23 Seconds East a distance of 330.90 Feet to a 1.5" Iron Pipe; thence South 01 Degrees 46 Minutes 37 Seconds East a distance of 211.23 Feet to a #5 Rebar, said Rebar being on the Northern Right-of-Way line of Riddle Road (S.R. 1416); thence crossing said road South 02 Degrees 09 Minutes 57 Seconds East a distance of 60.16 Feet to a 3/4" Iron Pipe, said Iron Pipe being the Point of Beginning; thence South 01 Degrees 54 Minutes 54 Seconds East a distance of 124.70 Feet to an Iron Pipe; thence South 46 Degrees 03 Minutes 26 Seconds East a distance of 399.29 Feet to a 1" Iron Pipe; thence South 46 Degrees 08 Minutes 17 Seconds East a distance of 325.72 Feet to a 1" Iron Pipe; thence South 13 Degrees 18 Minutes 23 Seconds East a distance of 824.87 Feet to a #5 Rebar; thence South 11 Degrees 10 Minutes 38 Seconds East a distance of 395.67 Feet to a # 5 Rebar; thence South 03 Degrees 50 Minutes 51 Seconds West a distance of 1,284.40 Feet to a 3/4" Iron Pipe, said Iron Pipe being on the Northern bank of Suck Branch; thence following a Survey Reference Line along said Creek the following courses: North 55 Degrees 27 Minutes 01 Seconds West a distance of 201.48 Feet; North 44 Degrees 43 Minutes 02 Seconds West a distance of 380.11 Feet; South 62 Degrees 09 Minutes 46 Seconds West a distance of 419.44 Feet; North 78 Degrees 28 Minutes 36 Seconds West a distance of 397.36 Feet; South 72 Degrees 53 Minutes 22 Seconds West a distance of 354.92 Feet; South 81 Degrees 36 Minutes 07 Seconds West a distance of 419.68 Feet; North 63 Degrees 36 Minutes 31 Seconds West a distance of 406.67 Feet; North 26 Degrees 40 Minutes 05 Seconds West a distance of 607.92 Feet; North 37 Degrees 28 Minutes 19 Seconds West a distance of 290.26 Feet; North 32 Degrees 31 Minutes 57 Seconds East a distance of 215.22 Feet; North 46 Degrees 30 Minutes 44 Seconds West a distance of 167.09 Feet; North 18 Degrees 54 Minutes 57 Seconds West a distance of 537.13 Feet; North 18 Degrees 47 Minutes 02 Seconds West 482.79 Feet; North 22 Degrees 21 Minutes 38 Seconds East a distance of 323.85 Feet; North 00 Degrees 03 Minutes 02 Seconds West a distance of 136.22 Feet to an Axle, said Axle being on the Western property line of the Moore Property as described in DB 460, Page 393; thence North 01 Degrees 09 Minutes 38 Seconds West a distance of 95.99 Feet to a #5 Rebar, said Rebar being on the Southern Right-of-Way of S.R. 1416; thence along said Right-of-Way North 83 Degrees 43 Minutes 14 Seconds East a distance of 1,912.29 Feet to a #5 Rebar; thence North 83 Degrees 40 Minutes 44 Seconds East a distance of 370.23 Feet to the Point and Place of Beginning and containing 173.755 acres more or less (Area to the Centerline of Suck Branch).

The total area annexed is 470.232 acres.

LESS AND EXCEPT that certain parcel of real property identified as "New Parcel 1" containing 80.783 acres on the plat of survey recorded in Plat Cabinet 2025 at Page 16B in the Lee County Registry resulting in a total area of 389.449 acres for the Property or Developer Property.

EXHIBIT B
Phasing Exhibit

Year	Approximate Closings
2027	50
2028	100
2029	125
2030	130
2031	135
2032	150
2033	135
2034	125
2035	130
2036	100
2037	53

Total Lots:	+/-	1,233 Lots
Townhome Lots:	+/-	369 Units
32'x100' End Lot:	+/-	166 Units (30%)
20'x100' Interior Lot:	+/-	203 Lots
Single-Family Detached Lots:	+/-	864 Lots
40'x150' Single-Family:	+/-	225 Lots (18%)
50'x150' Single-Family:	+/-	363 Lots (29%)
60'x150' Single-Family:	+/-	216 Lots (18%)
+ 70'x172' Single-Family:	+/-	60 Lots (5%)

Closed Session