

**ZEBULON
BOARD OF COMMISSIONERS
AGENDA
April 7, 2025
6:00pm**

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. SCHOOL RECOGNITION

A. Zebulon Middle School

1. Chloe Brooks – Student
2. Maryann Martin – Teacher

IV. MAYOR’S RECOGNITION

A. Main Street Champion

1. Patricia Roberson – Honoree

V. PUBLIC COMMENT PERIOD

All wishing to speak should sign up prior to 5:50 pm. The comment period will be no longer than 15 minutes with speakers having three minutes each to speak. No speaker can speak on a public hearing item or any item that would need to be discussed under closed session. Speakers cannot give their minutes to another speaker.

VI. CONSENT

A. Public Works - Surplus

1. Auction of Vehicles [\[GO TO ITEM\]](#)
 - a. Staff Report
 - b. Resolution 2025-11

Action Requested: Adoption of All Consent Agenda Items and Approval of Resolution 2025-11

B. Parks & Recreation - Property Acquisition

1. 305 & 307 S Arendell Avenue [\[GO TO ITEM\]](#)
 - a. Staff Report
 - b. Contract to Purchase

Action Requested: Approval to Ratify the Contract to Purchase Property

VII. NEW BUSINESS

A. Parks & Recreation - Consideration of Non-Profit Event Rental

1. Boys & Girl's Club 8k Event [\[GO TO ITEM\]](#)
 - a. Staff Report & Attachments
 - b. Resolution 2025-12

Action Requested: Consideration of Event and Waiver of Fees and Approval of Resolution 2025-12

B. Parks & Recreation - Consideration of Non-Profit Event Rental

1. Angel Prints Annual Awareness Walk [\[GO TO ITEM\]](#)
 - a. Staff Report & Attachments
 - b. Resolutions 2025-13

Action Requested: Consideration of Event and Waiver of Fees and Approval of Resolution 2025-13

C. Planning - Judd Street Annexation

1. **PUBLIC HEARING** – Annexation of Lots on Judd Street [\[GO TO ITEM\]](#)
 - a. Staff Report & Attachments
 - b. Ordinance 2025-28

Action Requested: Approval of Ordinance 2025-28 to allow for Annexation

VIII. MANAGER'S REPORT

IX. BOARD COMMENTS

X. CLOSED SESSION FOR PERSONNEL DISCUSSION

As allowed by NC General Statute 143-318.11 for the purposes of personnel discussions.

STAFF REPORT
RESOLUTION 2025-11
PUBLIC AUCTION OF VEHICLES
APRIL 7, 2025

Topic: Resolution 2025-11—Authorize Public Auction of Vehicles

Prepared by: Mary Duffy, Public Works Contracts Manager

Presented by: Tim Owens, Interim Public Works Director

Approved by: Gilbert Todd, Jr., Town Manager

Executive Summary:

The Board of Commissioners will consider approval of four vehicles for sale as surplus through the State Surplus Property auction process. The vehicles include three Dodge Chargers from the Police Department and a Ford F-250 from the Public Works Department, which have been replaced with new vehicles.

The options before the Board include the following:

1. Approve the sale by auction of the four vehicles – Resolution 2025-11
2. Disallow the declaration of the vehicles as surplus.

Background:

For FY 2025, the Board of Commissioners approved the purchase of new vehicles within the Police and Public Works Departments. With the arrival of these vehicles, the following vehicles are no longer needed and should be sold:

- 2015 Dodge Charger – VIN 2C3CDXATXFH901906 – 87,782 Miles (PD)
- 2017 Dodge Charger – VIN 2C3CDXAT2HH660426 – 77,562 Miles (PD)
- 2018 Dodge Charger – VIN 2C3CDXKT7JH193511 – 81,329 Miles (PD)
- 2006 Ford F-250 – VIN 1FTSX21586EB66675 – 79,811 Miles (PW)

The Town has successfully sold vehicles and other property through the State Surplus Property division of the North Carolina Department of Administration (NC DOA). This method of disposal is recommended for passenger vehicles because it maximizes the sale value of the vehicle while minimizing the Town's labor investment and the risk inherent in the vehicles remaining on Town property to be sold through other auction methods.

Due to a potential sale value greater than \$5,000, the Board must adopt a resolution approving the sale of the vehicles as surplus property.

Fiscal Analysis:

All revenue from the sale of the vehicles would go into the Town's General Fund.

STAFF REPORT
RESOLUTION 2025-11
PUBLIC AUCTION OF VEHICLES
APRIL 7, 2025

Policy Analysis:

N.C.G.S. § 160A-265 authorizes towns to sell or dispose of personal property.

N.C.G.S. § 160A-270(b) provides that the Board may adopt a resolution authorizing an “appropriate city official” to dispose of personal property at public auction.

Section XIV of the Town of Zebulon Purchasing Manual describes the approved methods and policies for the approval and disposal of surplus property, pursuant to Town Ordinance 1998-27.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Town Manager (or his designee) to sell the four vehicles as surplus property through the State Surplus Property division of NC DOA.

Attachment:

1. Resolution 2025-11

RESOLUTION 2025-11
RESOLUTION OF THE TOWN OF ZEBULON BOARD OF COMMISSIONERS
AUTHORIZING THE SALE OF PERSONAL PROPERTY AT PUBLIC AUCTION

WHEREAS, Chapter 160A, Article 12 of the North Carolina General Statutes authorizes the Town of Zebulon (the "Town"), at the discretion of its board of commissioners (the "Board"), to sell or dispose of personal property, without regard to the method or purpose of its acquisition or to its intended or actual governmental or other prior use;

WHEREAS, pursuant to N.C.G.S. §160A-270, the Board may authorize an appropriate town official to dispose of personal property through existing private or public electronic auction services;

WHEREAS, the Town is the owner of the following four vehicles, which have reached the end of their useful service lives and will no longer be utilized by the Town's Police and Public Works departments:

- 2015 Dodge Charger – VIN 2C3CDXATXFH901906
- 2017 Dodge Charger – VIN 2C3CDXAT2HH660426
- 2018 Dodge Charger – VIN 2C3CDXKT7JH193511
- 2006 Ford F-250 – VIN 1FTSX21586EB66675;

WHEREAS, the Town desires to sell the four (4) vehicles via electronic public auction and designate the Town Manager (or his designee) as responsible for all aspects of such sale;

NOW, THEREFORE, the Board of Commissioners of the Town of Zebulon, North Carolina resolves that:

1. The four vehicles are hereby declared as surplus.
2. The sale of the vehicles to the highest bidder is hereby approved.
3. The Town authorizes the Town Manager (or his designee) to conduct all aspects of the sale of the vehicles via the State Surplus Property division of the North Carolina Department of Administration.
4. This Resolution shall take effect upon its passage.

Adopted this the 7th day of April, 2025.

Glenn L. York – Mayor

ATTEST:

SEAL

Town Clerk

Topic: Land Acquisition, 305 and 307 S Arendell Avenue

Speaker: Sheila Long, Parks and Recreation Director (if pulled from consent)
Prepared by: Sheila Long, Parks and Recreation Director
Approved by: Gilbert Todd, Jr., Town Manager

Executive Summary:

The Board of Commissioners will consider ratifying the contract to purchase 305 and 307 S Arendell Avenue per terms agreed upon by the Board at the March Work Session.

Background:

The Board of Commissioners authorized the Town Manager to agree to terms with the owners of 305 and 307 S Arendell Ave at the March Work Session.

Policy Analysis:

Authority granted by N.C.G.S. § 160A-240.1, a municipality may acquire by any lawful method the fee in real or personal property for the use by the municipality.

Play Zebulon: Parks & Recreation Master Plan

The Master Plan highlights the following recommendations:

- Subsystem: Community Park & Athletic Facilities
 - Goal 2: Develop a new indoor, multi-use facility to support the expanding needs and participation of a growing population.
 - Goal 3: provide water-based recreation opportunities.
- Need for a multiuse recreation center.
 - The Town's growth rate is exceeding moderate Master Plan population estimates. The Multiuse Recreation center is noted for year 9 and 10 (2030-31). Based on existing programming and community demand we cannot wait 6 more years.
- Building a Splash Pad at Community Park or other existing park.

A site-specific plan for Community Park, the Community Center, and maintenance shop should be completed with additional acquired land to establish the best use of all properties and consider building a new multipurpose facility and splash pad amongst these properties.

Financial Analysis:

The Town negotiated a purchase price equal to the appraised value of the properties, \$560,000. The FY 2025 budget allocated funds for land acquisition and no additional funds are being requested to acquire 305 & 307 S Arendell Ave.

Staff Recommendation:

Staff recommends the Board of Commissioners ratify the purchase agreement for 305 and 307 S Arendell Avenue and authorize staff and the Town attorney to close on the properties per the agreed upon terms.

Attachment: Purchase Agreement



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AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Town of Zebulon

a(n) A North Carolina Municipal Corporation ("Buyer"), and
(individual or State of formation and type of entity)

George Herbert Wilcox III and Mayra Wilcox (wife)

a(n) individuals ("Seller").
(individual or State of formation and type of entity)

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

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

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

(a) **"Property":** (Address) 305 S Arendell Ave., Zebulon, NC +/- 1.03 Acres of real property, PIN # 2705435522, conveyed in Deed Book 17215/0984 Wake Co.
307 S. Arendell Ave., Zebulon, NC +/- .85 Acres (real property and improvements), PIN # 2705435356, conveyed in Deed Bk. 17172/Pg. 2400, Wake Co. Registry

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, Wake County, consisting of 1.03 & .85 acres.

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

(For information purposes: (i) the tax parcel number of the Property is: 2705435522 (1.03 acres), 2705435356 (.85 Acres) ;
and, (ii) some or all of the Property, consisting of approximately 1.03 and .85 acres, is described in Deed Book
_____, Page No. _____, Wake County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 560,000.00 (b) **"Purchase Price"** shall mean the sum of Five Hundred Sixty Thousand Dollars,

\$ 5,000.00 payable on the following terms:
(i) **"Earnest Money"** shall mean Five Thousand Dollars
or terms as follows: Check

The Earnest Money shall be deposited in escrow with
Investors Title Insurance Company (name of person/entity with whom
deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part
payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions
of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or
should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

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North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

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Lee & Associates Real Estate, 5430 Wadd Park Blvd, Raleigh NC 27607
Scott Hadley Produced with Lone Wolf Transactions, 20100 E. 11th St., Suite 2200, Dallas, TX 75201

Phone (919) 881-4418 Fax: _____ Zebulon
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the payment is drawn. Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

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

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

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

\$ _____ N/A

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

\$ 555,000.00

(iii) Cash balance of Purchase Price, at Closing in the amount of Five Hundred Fifty-Five Thousand Dollars.

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

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 75 Days from Contract Date or Seventy Five Days from Contract Date (75)

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

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

Buyer Initials GT Seller Initials _____



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Sixty (60) Day Examination Period
TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean: _____ ("Listing Agency").
 _____ ("Listing Agent" - License # _____)
 Acting as: ☒ Seller's Agent; ☐ Dual Agent
 and _____ ("Selling Agency").
 _____ ("Selling Agent" - License # 102540)
 Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:
 307 S. Arendell Ave., Zebulon, NC 27597
 e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:
 Town of Zebulon, 1003 N. Arendell Ave., Zebulon, NC 27597
 e-mail address: slong@townofzebulon.org fax number: _____
 except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

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

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

None

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

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compliance, and the following:

Buyer will pay normal and customary closing costs

Each party shall pay its own attorney's fees.

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

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

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

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

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

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

Buyer Initials

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Seller Initials

[Signature] *[Signature]*

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

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

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

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

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

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

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

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials GT Seller Initials MSH



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Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317). (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

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

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

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

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

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

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

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via

Buyer Initials GT Seller Initials MBB MMU

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Zebulon

facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

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

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

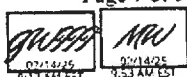
Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues),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

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

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

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

Buyer Initials GT Seller Initials MRW



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

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

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

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

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

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

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

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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

BUYER:

Individual

Date: _____

Date: _____

Buyer Initials

GT

Seller Initials

GW

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SELLER:

Individual

George Herbert Wilcox, III

Date: _____

Mayra Wilcox

Mayra Wilcox

Date: _____

STANDARD FORM 580-T

Revised 7/2023

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Zebulon

Business Entity

Town of Zebulon
(Name of Entity)
By: [Signature]
Name: Gilbert L. Todd, Jr.
Title: Town Manager
Date: 2/25/2025

Business Entity

(Name of Entity)
By: _____
Name: _____
Title: _____
Date: _____

WIRE FRAUD WARNING

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

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

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

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

Investors Title Insurance Company
(Name of Escrow Agent)

Date: _____ By: _____

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

e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

**EXHIBIT A
TO AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

LEGAL DESCRIPTIONS

305 S Arendell Ave., Zebulon, NC 27597
1.03 +/- acres, Wake County PIN: 2705435522

BEGINNING at a point in the eastern right-of-way line of Arendell Avenue, said point being located South 23 degrees 40' East 130 feet from the intersection of the eastern right-of-way line of Arendell Avenue and the southern right-of-way line of Oak Street in the Town of Zebulon, runs thence parallel with Oak Street North 66 degrees 18' East 250 feet to a point; runs thence parallel with Arendell Avenue South 23 degrees 40' East 379.74 feet; runs thence parallel with Oak Street South 66 degrees 18' West 50 feet; runs thence parallel with Arendell Avenue North 23 degrees 40' West 249.74 feet; runs thence parallel with Oak Street South 66 degrees 18' West 200 feet to a point in the eastern right-of-way line of Arendell Avenue; runs thence with the eastern right-of-way line of Arendell Avenue North 23 degrees 40' West 130 feet to the point of beginning.

307 S Arendell Ave., Zebulon, NC 27597
0.85 +/- acres, Wake County PIN: 2705435356

BEGINNING at an iron stake on the east side of South Arendell Avenue in the Town of Zebulon, North Carolina, said stake being located 100 feet along a course of North 23° 40' West from an iron stake at the intersection of the Conn line with the eastern right-of-way line of Arendell Avenue, and runs thence with the east side of Arendell Avenue North 23° 40' West 184.74 feet; runs thence North 66° 18' East 200 feet; runs thence South 23° 40' East 184.74 feet; runs thence South 66° 18' West 200 feet to the point of beginning.

**EXHIBIT B
TO AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

305 S Arendell Ave., Zebulon, NC 27597
1.03 +/- acres, Wake County PIN: 2705435522
&
307 S Ardendell Ave., Zebulon, NC 27597
0.85 +/- acres, Wake County PIN: 2705435356

THIS EXHIBIT B TO AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY modifies and supplements the Agreement for Purchase and Sale of Improved Real Property by and between Town of Zebulon, as "Buyer", and George Herbert Wilcox, III and wife, Mayra Wilcox, collectively as "Seller" (the "Agreement"). In the event of any conflict between the provisions of this Exhibit B and the pre-printed provisions of the Agreement, the provisions of this Exhibit B shall control. Any capitalized terms used in this Exhibit B which are not defined herein shall have the same meaning as otherwise set out in the Agreement.

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

1. Buyer Notices. Section 1(h) is hereby amended to add the following:

"with a copy to:

Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attn: Taylor A. Emory
Email: temory@wyrick.com"

2. Non-Warranty Deed. If Buyer obtains a signed and sealed survey of the Property by a North Carolina licensed surveyor and delivers a copy thereof to Seller, Seller also shall deliver at Closing, if such be requested by Buyer at least seven (7) days prior to Closing, a non-warranty deed for the description of the Property according to Buyer's survey.

3. Deliveries. The phrase, "as soon as reasonably possible after the Contract Date," located in the first sentence of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following: "within five (5) days after the Contract Date."

4. Certain Covenants of Seller. From and after the Contract Date, Seller shall (i) refrain from performing any grading or excavation, construction, or making any other material change or improvement upon the Property, (ii) refrain from committing any waste or placing any refuse upon the Property, (iii) observe all laws, ordinances, regulations and restrictions affecting the Property and the use thereof, (iv) maintain any such insurance as is currently in effect, and (v) pay all taxes and assessments on or before the date any of the same shall become overdue or accrue interest or penalties. This Section 4 shall survive Closing for a period of twelve (12) months.

Exhibit B - Page 1

5. Title Examination. Section 6(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Title Examination: Notwithstanding anything in this Agreement to the contrary, Seller will not encumber the Property absent express prior written consent of Buyer, which Buyer may withhold in its sole discretion. Buyer shall have the right to examine title to the Property. If the examination of title discloses any defects in the title or matters of survey objectionable to Buyer, in Buyer's sole discretion, then Buyer shall notify Seller in writing of such defects or objections (the "Title Objections") on or prior to the expiration of the Examination Period (the "Title Objection Deadline"). Upon receipt of a timely notice from Buyer identifying the Title Objections, Seller shall within seven (7) days communicate to Buyer its election to either: (a) correct or remove some or all of the Title Objections (the "Curable Objections"), in which case Seller shall have thirty (30) days after receipt of notice to complete the cure or removal of the Curable Objections, however, in the event Seller reasonably believes it cannot correct or remove the Curable Objections within such thirty (30) days, Seller shall provide a timeline for correction or removal of the Curable Objections no later than ten (10) days after receipt of notice; or (b) refuse to correct or remove some or all of the Title Objections, in which case Buyer shall have the option of electing to (i) terminate the Agreement whereupon Buyer and Seller shall be released of all duties and obligations hereunder except for those which expressly survive the termination of the Agreement, and the Earnest Money will be returned to the Buyer, (ii) waive the Title Objections which Seller refuses or is unable to remove or correct, or (iii) upon written notice to Seller, attempt to cure the Title Objections at any time prior to Closing, crediting all expenses incurred therewith (including attorney's fees) towards the final Purchase Price for the Property. If Buyer is unable to cure the Title Objections per subsection (iii) of the preceding sentence and provides Seller with a written notice of termination of this Agreement any time prior to Closing, Buyer shall be deemed to have elected to terminate the Agreement, effective immediately, after which, the Earnest Money will be returned to Buyer and each party's obligations under this Agreement shall thereafter cease to exist. Seller's failure to respond to Buyer within the seven (7) day period after receipt of the Title Objections shall be deemed an election not to correct or remove any Title Objections."

6. **Earnest Money Disbursement.** The first and second sentences of Section 10 are hereby deleted in their entirety and replaced with the following:

"In the event Seller is in default under this Agreement, and fails to cure such default within ten (10) calendar days after receipt of written notice of such default from Buyer, Buyer may, at Buyer's option and in its sole discretion, either: (i) terminate this Agreement by giving written notice to Seller, and the Earnest Money will be immediately returned to Buyer by the Escrow Agent, and, if specific performance (as provided in (ii) herein below) is not available to Buyer, then Seller shall also

Exhibit B - Page 2

reimburse Buyer for Buyer's actual and reasonable third-party costs and expenses incurred in connection with negotiating this Agreement, investigations and due diligence, and in contemplation of Closing; (ii) enforce specific performance of Seller's obligations under this Agreement; or (iii) waive such default and close the transaction contemplated hereby, notwithstanding such default, without any adjustment in the Purchase Price. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller written notice of its intent to assert a cause of action for specific performance within thirty (30) calendar days following the scheduled Closing date or, having given such notice, fails to file a lawsuit asserting such cause of action in the proper court within ninety (90) calendar days following the Closing date."

7. Assignment. Section 18 is hereby deleted in its entirety and replaced with the following: "Section 18. Assignment: This Agreement may be assigned by Buyer, in whole or in part, and any such assignment shall relieve Buyer of liability for the performance of Buyer's duties and obligations under this Agreement to the extent of such assignment. Seller shall have no right to assign this Agreement, in whole or in part, without the prior written consent of Buyer, such consent to be granted or withheld in Buyer's sole discretion."

8. Time is of the Essence. Time is of the essence of each and every provision of the Agreement. Any period that expires, or deadline for performance, which falls on a Saturday, Sunday or holiday on which national banks in Zebulon, North Carolina are closed shall be automatically extended to fall on the next succeeding business day.


9. Escrow Agreement. In connection with the execution of the Agreement, the parties also shall execute and deliver to Escrow Agent the Escrow Agent's standard form of escrow agreement, if required by Escrow Agent.

10. Execution Date. The Agreement shall be considered fully executed on the date the last of the Buyer or Seller executes this Exhibit B.

[Signature Page Follows]


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

Seller:


George Herbert Wilcox, III

dotloop verified
02/26/25 11:33 AM EST
U6OA-68QM-L9GZ-GJ0J

Date: _____


Mayra Wilcox

dotloop verified
02/26/25 11:11 AM EST
GQYV-Pj1K-9G9U-AANY

Date: _____

Buyer:

Town of Zebulon,
a North Carolina municipal corporation

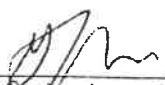
By: 
Name: Gilbert L. Todd Jr.
Title: Town manager
Date: 2/25/2025

Exhibit B - Page 4

SELLER POSSESSION AFTER CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2A8G) for guidance in completing this form]

WARNINGS TO BUYERS AND SELLERS:

- THIS FORM MAY ONLY BE USED FOR SHORT-TERM OCCUPANCY.
- THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE SUCH AS A SECURITY DEPOSIT. CONSIDERATION SHOULD BE GIVEN TO USING THE RESIDENTIAL RENTAL CONTRACT (FORM 410-T) OR OTHER RESIDENTIAL LEASE.
- CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.
- SEEK LEGAL COUNSEL AND CONSULT WITH LENDER SHOULD THE PARTIES WISH TO MAKE ANY CHANGES TO THIS AGREEMENT AFTER CLOSING

Property: 305 and 307 South Arendell Avenue, Zebulon, NC 27597

Seller: Mayra Wilcox and George Wilcox III

Buyer: Town of Zebulon

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Seller and Buyer agree:

1. **Term of Possession/Access by Buyer/Means of Access.** Seller may remain in possession of the Property ☐ until 5 p.m. on _____ (insert date) or ☒ for a period of 30 _____ days after the Closing until 5 p.m. on the last day (this period of possession is referred to as the "Term"). **TIME IS OF THE ESSENCE** with regard to the end of the Term.

Buyer shall not access the Property during the Term without Seller's written permission except in the case of an emergency. Seller shall provide Buyer with an entry key to the Property at Closing. Seller shall deliver all other means of access to the Property to Buyer at the conclusion of the Term.

2. **Seller Acknowledgment of Property Condition and Obligation to Maintain Property.** Seller acknowledges that all appliances, systems and equipment are in good working order except for the following (describe any appliances, systems and equipment that are not in working order at the time of this Agreement): _____

 ("Excluded Items").

Except for the Excluded Items, Seller shall maintain the Property in its same condition as at Closing and make no changes to Property, decorating or otherwise, without the written consent of Buyer. In the event that the Property is not so maintained by Seller, Seller shall pay all costs necessary to restore the Property back to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to Buyer at Closing.

3. **Rent.** Seller shall credit Buyer at Closing a non-refundable lump sum of \$1.00 _____ for the Term ("Rent").

4. **Termination of Possession.** Without a written extension signed by the Parties, Seller shall vacate the Property no later than the end of the Term. If Seller does not timely vacate the Property, Buyer shall be entitled to seek eviction and a fee of \$150.00 _____ per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates or is evicted. Seller shall be bound by all other terms of this Agreement until possession is delivered to Buyer.

5. **Utilities; Lawn Maintenance; Trash.** During the Term, Seller shall be responsible for lawn maintenance and trash removal, and Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.).

Page 1 of 3



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



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 Revised 7/2023
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Buyer Initials GT ☐ Seller Initials MRW GWIII

6. **Removal of Seller's Property.** By the date possession is made available to Buyer, Seller shall remove all garbage and debris from the Property as well as all of Seller's personal property which was not part of the purchase.

7. **Insurance on Seller's Property.** Seller shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Buyer evidence of such insurance upon Buyer's request. In addition to coverage for damage or loss to Seller's personal property in such amount as Seller may determine, the policy shall include adequate coverage for bodily injury and property damage for which Seller may be liable.

8. **Insurance on Buyer's Property.** As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.

9. **Seller's Indemnification.** Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

10. **Subletting; Assignment.** Seller shall not sublet the Property or assign this Agreement.

11. **Association Dues and Charges.** Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. **Pets.** Check one: ☒ pets are allowed on the Property ☐ no pets are allowed on the Property.

13. **Eviction.** In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

14. **Costs of Legal Proceedings.** The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials   Seller Initials  

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

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: Gilbert L. Todd Jr.

Title: Town Manager

Date: 2/25/2025

Date: _____

Seller: Mayra Wilcox DocuSign Certified
02/13/25 3:32 PM EST
MAIL-05024579-2425

Date: _____

Seller: George Wilcox III DocuSign Certified
02/13/25 1:28 PM EST
MAIL-05024579-2425

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

2/13/25, 3:31 PM

toddharrisonrealty.com Mail - statement

TODD HARRISON
REALTY

Todd Harrison <todd@toddharrisonrealty.com>

statement

1 message

Mayra Wilcox <mayra1016@yahoo.com>

Thu, Feb 13, 2025 at 3:28 PM

To: Todd Harrison <todd@toddharrisonrealty.com>

I, George H. Wilcox III, will agree to a \$5000 hold back as a security deposit to the extent that is legal, for remaining at 307 S Arendell Avenue Zebulon NC 30 days past closing date.

Respectfully,
George H. Wilcox III

George Wilcox III
ootloop verified
02/13/25 3:35 PM EST
BRDN-JLH-VY5BF-QMBO

Mayra Wilcox
ootloop verified
02/13/25 3:42 PM EST
VWJ5-PNTH-VY59-PRHG

COOPERATING COMPENSATION AGREEMENT

NOTE: Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Use Form 150 instead of this form if you are creating a compensation agreement with an unrepresented seller. **DO NOT UPLOAD THIS FORM TO THE MLS**

"Seller": Mayra Wilcox and George Wilcox III

"Buyer": _____

"Property": 307 South Arendell Avenue, Zebulon, NC 27597

1. **FEE:** (Check Only One) ☒ Seller or ☐ Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the "Fee"), subject to the terms of this agreement:

- ☒ 2.5 % of the gross sales price,
☐ A flat fee of \$ _____ or,
☐ Other: _____

2. **PAYMENT OF THE FEE:**

- a. The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
b. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or 5/2/25, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach.

4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.



North Carolina Association of REALTORS®, Inc.

Page 1 of 2



STANDARD FORM 220

Revised 7/2024

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

<p>Date: <u>10/26/24</u></p> <p>Listing Firm: <u>LPT Realty</u></p> <p>Agent Name (Print): <u>Todd Harrison</u></p> <p>By: <u>[Signature]</u> (Agent Signature)</p>	<p style="text-align: right;">2025-Feb-11 17:33 PST</p> <p>Date: _____</p> <p>Selling Firm: <u>Cee-Kateigh-Durham</u></p> <p>Agent Name (Print): <u>SCOTT HADLEY</u></p> <p>By: <u>[Signature]</u> (Agent Signature)</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Signed by: <u>SCOTT HADLEY</u> <small>US1DF70F86E140A</small> </div>
<p>Date: <u>10-26-24</u></p> <p>Seller: <u>[Signature]</u> (Signature)</p> <p>Date: <u>10-26-24</u></p> <p>Seller: <u>[Signature]</u> (Signature)</p> <p>Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust Etc.)</p> <p>By: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Date: _____</p> <p>Buyer: _____ (Signature)</p> <p>Date: _____</p> <p>Buyer: _____ (Signature)</p> <p>Entity Buyer: <u>Town of Zebulon</u> (Name of LLC/Corporation/Partnership/Trust Etc.)</p> <p>By: <u>[Signature]</u></p> <p>Name (Print): <u>Gilbert L. Todd Jr.</u></p> <p>Title: <u>Town Manager</u></p> <p>Date: <u>2/25/2025</u></p> <p>Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only</p>

COOPERATING COMPENSATION AGREEMENT

NOTE: Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Use Form 150 instead of this form if you are creating a compensation agreement with an unrepresented seller. **DO NOT UPLOAD THIS FORM TO THE MLS.**

"Seller": Mayra Wilcox and George Wilcox III

"Buyer": _____

"Property": 305 South Arendell Avenue, Zebulon, NC 27597

1. **FEE:** (Check Only One) ☐ Seller or ☒ Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the "Fee"), subject to the terms of this agreement:

☒ 2.4 % of the gross sales price.

☐ A flat fee of \$ _____, or,

☐ Other: _____

2. **PAYMENT OF THE FEE:**

- a. The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
- b. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **TERM, EFFECTIVENESS, AND EXPIRATION.** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or 5.31.25, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach.

4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW.** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.



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STANDARD FORM 220

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Date: _____ Listing Firm: <u>LPT Realty</u> Agent Name (Print): <u>Todd Harrison</u> By: _____ (Agent Signature)	Date: <u>2025-Feb-11 17:31 PST</u> Selling Firm: <u>Lee-Raleigh-Durham</u> Agent Name (Print): <u>SCOTT HADLEY</u> By: _____ (Agent Signature) <u>SCOTT HADLEY</u>
Date: <u>10/26/24</u> Seller: _____ (Signature) <u>[Signature]</u> Date: <u>10/26/24</u> Seller: _____ (Signature) <u>[Signature]</u> Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Date: _____ Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Entity Buyer: <u>Town of Zebulon</u> (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): <u>Robert L. Todd Jr.</u> Title: <u>Town Manager</u> Date: <u>2/25/2025</u> Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.

STAFF REPORT
RESOLUTION 2025-12
8KICKOFF RACE
PUBLIC EVENT APPLICATION
APRIL 7, 2025

Topic: Resolution 2025-12– 8Kickoff Race
Speaker: Sheila Long, Parks & Recreation Director
Prepared by: Sheila Long, Parks & Recreation Director
Approved by: Gilbert Todd, Jr., Town Manager

Executive Summary:

A request to close public right of way, use Town Hall, and reduce or eliminate fees for the Boys and Girls Club 8Kickoff Race.

The discussion before the Board includes: 1) authorizing use of the Municipal Complex, 2) use and closure Town-maintained roads, and 3) reducing or waiving fees for the race and event.

Background:

The Boys and Girls Club is a non-profit located within the Town of Zebulon and dedicated to serving youth. The Boys and Girls Club requests use of the Zebulon Municipal Complex and closure of right of way for an 8k and 3k race. The race starts and finishes at the Zebulon Municipal Complex. The event will have food, drinks, and music. Event attendance is free to the public, but there will be a charge for race participants, food and drinks.

Funds raised through participants and sponsorships will support the cost of the event and youth programming through the Boys and Girls Club.

Event Date: Saturday, September 20, 2025
Event Set Up: 7 AM – 10:30 AM
Event Time: 10:30 AM - Noon
Breakdown: Noon-1 PM

Staff has reviewed the event request and identified the expectations of the applicant. The applicant will sign an Events Agreement and work closely with the Public Works and Police departments to support the identified route and oversee the event. The route keeps participants off Arendell Ave, but requires temporary closures of several streets within, and adjacent to, the Wakelon Heights neighborhood (e.g., W. Judd St from Arendell Ave to N. Church St.).

Policy and Program Analysis:

This event falls under the purview of the Special Event Standard. The event meets the standards to use the Municipal Complex and is within staff's capacity to support the routes and oversee the event. The event meets the standards for fee reduction or waiver.

STAFF REPORT
RESOLUTION 2025-12
8KICKOFF RACE
PUBLIC EVENT APPLICATION
APRIL 7, 2025

Board Criteria for Waiving or Reducing Fees	Met	Not Met
Applicant a non-profit organization (per state or federal tax law).	✓	
Zebulon based group, chapter, or organization.	✓	
Community focused event.	✓	
Recreational event in nature.	✓	
Event is open to the general public.	✓ (race is fee based)	
Purpose to facilitate a positive impact to the community.	✓	
Meets the Strategic Plan		
Vibrant Downtown		
Small Town Life	✓	
Growing Smart		

Fiscal Analysis:

Per the FY '25 Fee Schedule, up to \$2622.70 could be charged for this type of event.

If approved, staff may request a Budget Adjustment to cover expenses departments incur before the end of the fiscal year.

The applicant requests waiving fees to support the fundraiser for the Boys and Girls Club.

Staff Recommendation:

Staff recommends use of the Municipal Complex and allowing the applicant access to the streets in the adjacent neighborhood through adoption of Resolution 2025-12. Board clarification on the amount of fees to charge (e.g., no waiver, partial waiver, full waiver) is required when adopting the resolution.

Attachments:

1. Application
2. Staff Review
3. Board of Commissioners Consideration for Event Authorization
4. Letter Requesting Fees to be Waived
5. Resolution 2025-12



Zebulon Events Committee Public Event Application

The events committee reviews public event requests that may impact town operations such as facility or street use, public safety and closing down a street in order to determine next steps to support safe and successful community events. For more information about the public event application process contact the Zebulon Parks and Recreation Department at (919) 823-1814 or slong@townofzebulon.org.

Applicant Information

Company/Organization Name : Boys & Girls Club Zebulon

Address 1320 Shepard School Rd City Zebulon State NC Zip Code 27597

Event Contact Person: John Hanlon E-mail johnh@gliagency.com

Daytime Phone Number 919-269-7773 Cell Phone Number 919-637-5663

Event Name: Zebulon 8K Race

Event Location: Zebulon Municipal Complex

Event Date: 09-20-2025 Alternate Date: _____

Set Up Time: 7 AM Event Time: 10:30 AM

Break Down Time: 12 noon

Number of Attendees: 200

Event Description and anticipated activities:
8k & 3k road race starting at Zebulon Municipal Complex

Music (DJ)

Mark any of the following that apply to your proposed event:

- | | |
|--|--|
| <input type="checkbox"/> Alcohol sale/distribution | <input type="checkbox"/> Stage |
| <input checked="" type="checkbox"/> Street closure | <input type="checkbox"/> Food Trucks |
| <input type="checkbox"/> Sidewalk closure | <input type="checkbox"/> Bounce Houses |
| <input type="checkbox"/> Use of Tents | <input checked="" type="checkbox"/> Requires Power |
| <input checked="" type="checkbox"/> Band, DJ, or Amplified Sound | <input type="checkbox"/> Vendors |

Anticipated Safety Measures: 2 police officers and volunteers on the course

Anticipated Sanitary Measures (Restroom, trash cans, litter pick up):

Please list any event partners or anticipated sponsors: _____

Requested support from the town (if any) :
Renting the facility half the day. We need Judd St ant Church St closed for the beginning and end of the race. Trash cans, benches and power will be needed.

Be aware of the below requirements which may impact your event. The events committee will respond with information concerning items on this list as it pertains to your events.

- Certificate of Insurance
- Noise Ordinances
- Permits & Fire Code: Tents
- Alcohol Permits
- Street Closure notifications
- Impacted Neighbor Notification
- NCDOT Notification of street closure
- Sidewalk Encroachment Permit
- Off-Duty Law Enforcement
- Health Department Regulations
- Sign Permits
- Crowd Manager

If your event is scheduled to take place at a town facility or park. Please note that all rental rates, applications, and guidelines still apply to your event.

Please submit a site map with your application.

SUBMITTING THE APPLICATION:

Town of Zebulon
Attn: Sheila Long
1003 N. Arendell Ave.
Zebulon, NC 27597
or
slong@townofzebulon.org

Signature: John Hanlon

Date: 03-07-2025

Special Event Standard Staff Review

1. The nature of the event and how it can serve the Town of Zebulon and its residents.

The Boys and Girls Club will plan and implement an 8k and 3k that starts and finishes at the Zebulon Municipal Complex. The event will have food, drinks, and music. It will be free for community members to attend. There will be a charge for race participants, food, and drinks. Funds raised through participants and sponsorships will support the cost of the event and to provide funding to the Boys and Girls Club to support their efforts serving local youth.

2. The dates and times during which the proposed event will occur including setup and breakdown time.

Event Date: Saturday, September 20, 2025

Event Set Up: 7 AM – 10:30 AM

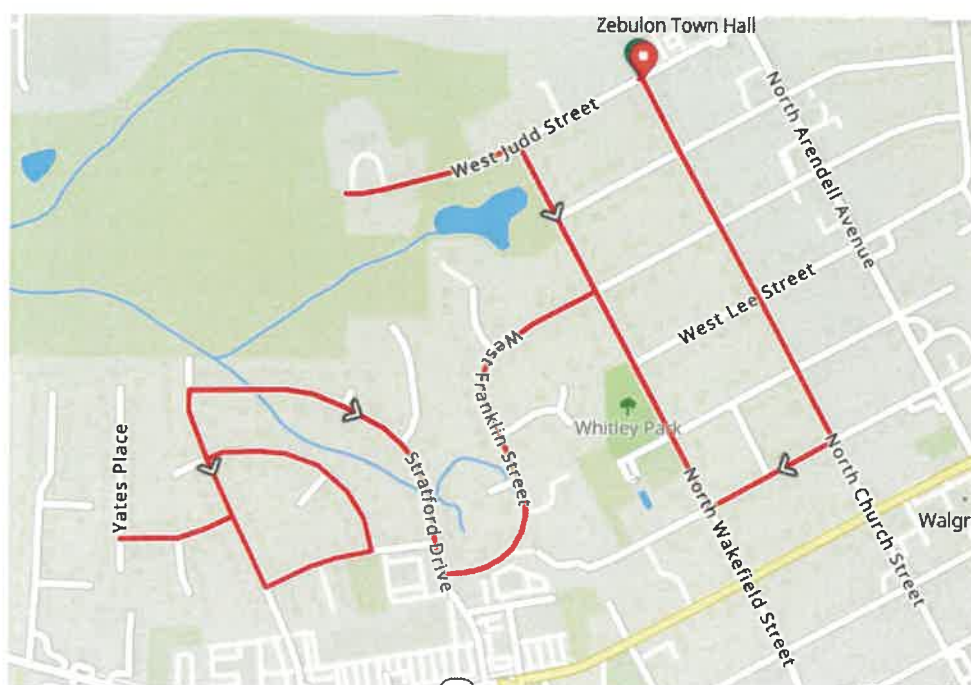
Event Time: 10:30 AM - Noon

Breakdown: Noon-1 PM

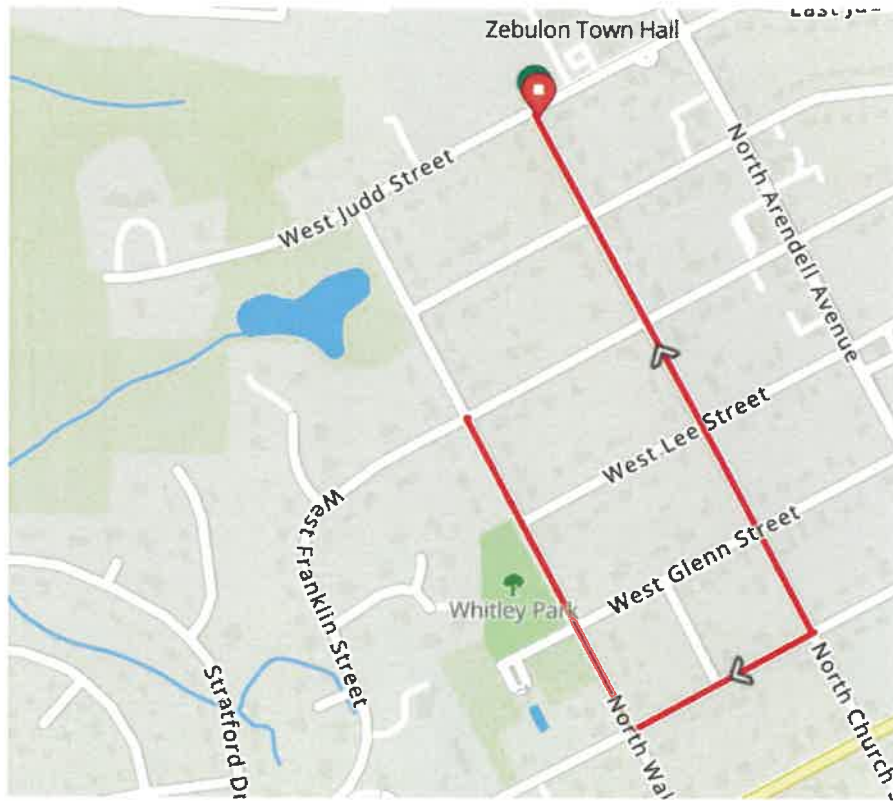
3. The location(s) of the Special Event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town.

The proposed route was developed in coordination with the Police, Public Works and Parks and Recreation and moves the race off Arendell Avenue.

8K Route



3k route



Closure of Town Streets

The temporary closure of Town streets for an event is handled by the Zebulon Police Department and the Public Works Department.

Closure of NCDOT Streets

NCDOT streets require notification and approval from NCDOT. Communication between the event planners and NCDOT is the responsibility of the applicant and will require cooperation and coordination with the Zebulon Police Department. NCDOT requires 60 days notice.

4. Whether the activities are in compliance with other applicable laws and Town ordinances.

The temporary waiver of Town sound ordinances for an event is handled by the Zebulon Police Department. If granted, a sound ordinance waiver gives the event planner permission to use amplified noise within the areas designated by the Special Event Permit. Event planners should be mindful of the impacts of the sound on the surrounding neighborhoods.

5. Whether the event serves a public purpose or is to benefit non-profit community service organizations.

This event is planned to benefit a non-profit community service organization, Zebulon Boys and Girls Club.

6. The general health, safety, and welfare of the participants in/or attending the event and the citizens of Zebulon.
 - The Fire Department has reviewed the request. The impacts to their operation are minimal.
 - The Police Department has reviewed the request. The scope and size of the event appear to provide a minimal impact on department operations. One off-duty officer will be required to manage the street closure and race route. One additional officer will be required to support the race.
 - Food trucks must meet any requirements established by Wake County and the State of North Carolina.
 - The applicant indicates its volunteers will pick up trash and litter from their event. Public Works will need to provide trash cans.
 - It is recommended that event organizers have a CPR and First Aid Certified person available during the race. Town Hall has an AED should one be needed.
 - Any volunteers working in or near roadways or moving vehicles should wear safety vests.
 - The applicant will be responsible for marking their route and using volunteers to provide support through the race route.
 - Water stations must be provided.
 - A Certificate of Insurance, naming the Town of Zebulon as additionally insured will be required.
7. The impact and/or cost of the event on Town support services.

Event Fees	
Permit Fee	\$100
Complex Rental, Half Day, Back, Side & Parking	\$300
Security Deposit	\$500
Parks & Recreation	
Weekend Staff (7 hours @ \$52.50)	\$367.50
Adm. Oversight – 2 hours @ \$45 (not charged)	
Public Works	
Arrow Board Rental	\$135.00

Cones – Qty-300 @ \$1.25 each	\$375.00
NCDOT Work-zone Signage – 6 @ \$11.00 each	\$66.00
Manpower – 3-man crew – 4 hrs.@ \$30.25	\$362.80
Adm. Oversight – 2 hours @ \$49.50	\$99.00
Police	
8 off duty hours @ \$52.80 per hour	\$422.40
Total Fees	\$2622.70

Fire: No impact or additional cost to the town.

8. The frequency of the event or similar event(s).

The Board has not authorized any additional road races in the last year along this route. The requested route is similar to the 8k Kickoff route which was held last year by the Boys and Girls Club.

9. If alcohol will be served.

The applicant has not indicated that there will be sale and/or consumption of alcohol within the event grounds. Alcohol will not be served, sold, or consumed at this event.

Once approved the following deadlines apply:

- Contract & Fees- Due 30 days after approval.
- Event Action Plan –Due 30 days prior to event.
 - Include any utility needs
 - Include intended event set up and layout
 - Include event details and volunteer plan
- Off-duty police officers – contract with Police Department no later than four weeks prior to event.
- Certificate of Insurance provided by licensee- due one month prior to the event.
- Temporary Food Establishment Permit from Wake County Environmental Services Department must be acquired by Licensee for sale or preparation of food. Wake County requires 15 days' notice prior to event for permit.
- Notification Template – must be submitted six weeks prior to event date.
- Notifications distributed to the community four weeks prior to event date for parades, walks, road races, and General Event Tier I.

Board of Commissioners Considerations for Event Authorization

The Board of Commissioners will consider each application on a case-by-case basis on the quarterly application consideration schedule set forth herein. Event application approval or denial rests solely with the Board of Commissioners. In order to assist the Board of Commissioners in deciding whether to permit private use of public property for an event, the Board of Commissioners will consider the following:

1. Nonprofit status or public purpose of the applicant and/or event.
2. The applicant's substantial presence in the community, including but not necessarily a permanent physical presence.
3. The applicant's history of positive contributions to the Town of Zebulon, its institutions and citizens.
4. Whether the event stimulates or encourages community participation in nonprofit/civic activities.
5. The event's consistency with the plans, goals and policies of the Town.
6. Potential for damage to property or harm to people arising from the nature and size of the proposed activity.
7. Ability of the Town to support the proposed activity.
8. Ability of the Organization to implement the event.

Criteria for Reduced Fee Consideration

The Board of Commissioners will review fee reduction requests on a case-by-case basis. Reduction and/or waiver of fees is not guaranteed and is at the discretion of the Board.

Application, permit, and late fees cannot be waived. Fee reduction and/or waiver may only be authorized by the Board of Commissioners by action taken at a regular Board of Commissioners meeting at the time of the application. The following criteria will be used when determining consideration of reduced or waived fees for special event implementation.

1. The requesting applicant must represent a non-profit organization as defined by state or federal tax law.
2. Priority will be given to Zebulon based groups / chapters / organizations.
3. The proposed event is community focused and / or recreational in nature.
4. The proposed event is open to the general public.
5. The proposed event has been planned to facilitate a positive impact to the community.
6. The proposed event meets the town's strategic plan.



BOYS & GIRLS CLUBS

To: The Zebulon Board of Commissioners

Reference: The Boys and Girls Clubs Serving Wake County – Zebulon Club 8K/3K Race

The Unit Board Members of The Zebulon Boys and Girls Club (the Zebulon Club) are writing this request for a fee waiver of cost associated with renting town hall and any expenses relating to the closure of Judd Street from Arendell Avenue to Church Street, as well as closure of the intersection at Judd Street and Church Street. The purpose of the rental of town facilities and the street closures will be for the second annual 8k/3K road race benefiting the Zebulon Club of The Boys and Girls Club serving Wake County. This year's race will incorporate a shorter 3k run in addition to the 8k to accommodate a broader range of participants.

The Boys and Girls Clubs Serving Wake County is a non-profit organization with seven locations that has been supporting the youth of Zebulon for over twenty years through the Zebulon Club. The Boys and Girls Club Serving Wake County focuses its programming on three vitally critical areas of academic success, leadership development, and healthy lifestyles for our youth. Currently, the Zebulon Club has one of the highest daily attendance totals of the seven locations and serves approximately two hundred children per day in the after-school program. The Zebulon Club has achieved such success in membership given the dedication of the staff members who have built great partnerships with both Zebulon Elementary School and Zebulon Middle School.

The Unit Board Members (the Board) of the Zebulon Club are a group of local volunteers who support the club in a variety of ways throughout the year. One such area of support is fund raising for The Zebulon Club through various activities within the community. For over twenty-two years the Board has annually hosted a golf tournament at Zebulon Country Club, and it continues to be one of the largest tournaments each year for the county club. In 2006, John Hanlon, one of our Board Members, partnered with the Zebulon Chamber of Commerce to host the Zebulon Chamber 5k race. This event benefited the Zebulon Club and successfully lasted through 2019 when challenges including Covid made such an event almost impossible.

We hope this request meets the town guidelines for requesting a fee waiver as the Boys and Girls Club of Wake County is a nonprofit organization with a specific location benefiting the town of Zebulon. An 8k/3k community event is a wonderful opportunity for the town to highlight the variety of events offered in Zebulon and is a way to attract visitors who have not previously had a reason to come to Zebulon. An 8k/3k race also falls in line with the Zebulon Club's focus on living healthy lifestyles and can give both kids and adults access to a fun event that gets them outdoors and participating in such a health focused event. As part of the 8k/3k race the chosen route truly highlights the small town feel of Zebulon and allows our residents to easily connect with others throughout the community. There will also be an opportunity for those who choose not to participate in the race to come out to the Town Complex and enjoy listening to music, trying out various food trucks and cheering on the runners.

The Unit Board Members appreciate the Board of Commissioners consideration of this event, and this associated fee waiver request. We hope this can continue to be a great event that benefits both the town and the Zebulon Boys and Girls Club.

Derek C. Pruitt

Unit Board Member, The Zebulon Boys and Girls Club

RESOLUTION 2025-12
TO AUTHORIZE USE OF TOWN HALL AND TEMPORARY LANE SHIFTS
FOR AN 8K ON SEPTEMBER 20, 2025

WHEREAS, the Board of Commissioner adopted Special Event standards on November 17, 2022 to provide guidance for Staff and the Board to consider when private groups seek to host events on public property such as streets; and

WHEREAS, the 2030 Strategic Plan identifies Small Town Life as a Focus Area and strives to developing more activities and locations to gather with family and neighbors; and

WHEREAS, the Town encourages the private sector to participate and contribute to preserve and enhance Zebulon's Small Town Life; and

WHEREAS, the Town has received a request from the Boys and Girls Club to host an 8k event at Zebulon Municipal Complex and the surrounding neighborhood; and

WHEREAS, the proposed event will be a fundraiser for the Boys and Girls Club and will offer opportunity to participate in an 8k on September 20, 2025.

WHEREAS, the Boys and Girls Club has successfully planned and implemented road races in Zebulon in previous years; and

WHEREAS, such an event will require public safety mitigation and staff to execute the set-up and breakdown of lane shifts, and coordinating with impacted properties; and

WHEREAS, the Board has considered a request by the Boys and Girls Club for the Town to waive fees associated with the event as permitted by the Special Event Standard; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Zebulon does hereby approve the request to use the Zebulon Municipal Complex and the use and closing of streets surrounding neighborhood to host an 8k road race on September 20, 2025 as described in the submitted special event application. The Town [*does not waive, partially waives, completely waives*] fees as permitted by the Special Event Standard for the requested event. The Town reserves the right to cancel or cause the interruption of the event when, in the sole discretion of the Town, such an act is necessary in the interest of public safety or protection of public property. The Town Manager or designee will execute an Event Agreement with event organizers. The Town Manager may authorize rescheduling of the event should extenuating circumstances arise.

Adopted the 7th day of April, 2025.

Glenn L. York - Mayor

Attest:

Town Clerk

STAFF REPORT
RESOLUTION 2025-13
AWARENESS WALK
PUBLIC EVENT APPLICATION
APRIL 7, 2025

Topic: Resolution 2025-13: Angel Prints Awareness Walk

Speaker: Sheila Long, Parks & Recreation Director
Prepared by: Sheila Long, Parks & Recreation Director
Approved by: Gilbert Todd, Jr., Town Manager

Executive Summary:

The Board of Commissioners will consider Angel Prints Corporation's application to use the facilities at Zebulon Municipal Complex on October 11, 2025.

Background:

Angel Prints Corporation is a non-profit led by Zebulon residents, Brandon & Toshina Wiggins. Their goal is to bring awareness to pregnancy loss, stillbirth, and infant loss as well as share compassion and hope to those mothers, couples, and families who have experienced this type of tragedy. The Board approved Angel Prints Corporation to host their annual "Remembering Our Little Angels" 3k awareness walk at Zebulon Town Hall in previous years.

Staff has reviewed the event request and identified the expectations of the applicant. The applicant will sign a Special Event Agreement and work closely with staff to close the front circle drive and oversee the event. Angel Prints Corporation seeks to utilize the Municipal Complex to host their fourth annual awareness walk. The applicant will provide staff with a Certificate of Insurance and name the Town of Zebulon as additionally insured. Based on event description, the Police Department states additional security is not necessary.

Event Date: Saturday, October 11, 2025
Event Set Up: 7 AM – 10 AM
Event Time: 10 AM – 1 PM
Breakdown: 1 PM – 2 PM

Discussion:

The discussion before the Board is whether to allow Angel Prints Corporation use of the Municipal Complex facilities to conduct an awareness walk, ceremony, and install a windmill garden for 7 days. The Board will also consider reducing or waiving fees through adoption of Resolution 2025-13.

Staff Recommendation:

Staff recommends approval of facility use. Fee reduction or waiver is the Board's discretion.

Policy and Program Guidance:

This event falls under the purview of the Special Event Standard and meets the standards to use the Municipal Complex and fee reduction or waiver. Staff has the capacity to facilitate the event.

STAFF REPORT
RESOLUTION 2025-13
AWARENESS WALK
PUBLIC EVENT APPLICATION
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Board Criteria for Fee Waiver or Reduction	Meets	Does Not Meet
Non-profit organization (as defined by state or federal tax law).	✓	
Zebulon based group, chapter, organization.	✓	
Community focused event.	✓	
Recreational event in nature.	✓	
Event is open to the general public.	✓, walk is fee based	
Purpose to facilitate a positive impact to the community.	✓	
Meets the Strategic Plan:		
Vibrant Downtown		
Small Town Life	✓	
Growing Smart		

Fiscal Analysis:

Per the FY '23 Fee Schedule, up to \$1,567.50 could be charged for this type of event.

If approved, staff may request a Budget Adjustment to cover expenses departments incur before the end of the fiscal year.

The applicant requests fees be waived in support of the fundraiser for the Angel Prints Corporation.

Staff Recommendation:

Staff recommends use of the Municipal Complex through adoption of Resolution 2025-13. Board clarification on the amount of fees to charge is required when adopting the resolution.

Attachments:

1. Application
2. Staff Review
3. Board of Commissioners Consideration for Event Authorization
4. Letter Requesting Fee Waiver to be Waived
5. Resolution 2025-13



Zebulon Events Committee Public Event Application

The events committee reviews public event requests that may impact town operations such as facility or street use, public safety and closing down a street in order to determine next steps to support safe and successful community events. For more information about the public event application process contact the Zebulon Parks and Recreation Department at (919) 823-1814 or slong@townofzebulon.org.

Applicant Information

Company/Organization Name : Angel Prints Corporation
Address 3201 Lacewing Drive City Zebulon State NC Zip Code 27597
Event Contact Person: Brandon Wiggins E-mail angelprintsorg@gmail.com
Daytime Phone Number 919-518-4289 Cell Phone Number 919-518-4289

Event Name: "Remembering Our Little Angels" 3k Awareness Walk - 2025 Please list any event partners or anticipated sponsors: Anticipated sponsors to include last year's sponsors (Carlie C's IGA, Lowes Foods, Wegmans, Checkers, Titus Strong Foundation, Advancing The Kindom Equipping Center, Harris-Wheless Memorial Funeral Home & Cremation, Victory Lane, DYSA Mentoring & Athletics)
Event Location: Zebulon Town Hall
Event Date: 10-11-2025 Alternate Date: 10-25-2025
Set Up Time: 7:00AM Event Time: 10:00AM
Break Down Time: 2:30PM
Number of Attendees: 150
Requested support from the town (if any) : Mayoral proclamation of Oct. 15 being the official Pregnancy Loss & Infant Loss Awareness Day and the month of October being recognized as Pregnancy Loss & Infant Loss Awareness Month for the the Town of Zebulon

Event Description and anticipated activities: A brief ceremony and 3k walk centered around raising awareness for pregnancy loss and infant loss with potential remembrance activities including a windmill/butterfly garden.

Be aware of the below requirements which may impact your event. The events committee will respond with information concerning items on this list as it pertains to your events.

Mark any of the following that apply to your proposed event:

- | | |
|--|--|
| <input type="checkbox"/> Alcohol sale/distribution | <input checked="" type="checkbox"/> Stage |
| <input type="checkbox"/> Street closure | <input type="checkbox"/> Food Trucks |
| <input checked="" type="checkbox"/> Sidewalk closure | <input type="checkbox"/> Bounce Houses |
| <input checked="" type="checkbox"/> Use of Tents | <input checked="" type="checkbox"/> Requires Power |
| <input checked="" type="checkbox"/> Band, DJ, or Amplified Sound | <input checked="" type="checkbox"/> Vendors |

- Certificate of Insurance
- Noise Ordinances
- Permits & Fire Code: Tents
- Alcohol Permits
- Street Closure notifications
- Impacted Neighbor Notification
- NCDOT Notification of street closure
- Sidewalk Encroachment Permit
- Off-Duty Law Enforcement
- Health Department Regulations
- Sign Permits
- Crowd Manager

If your event is scheduled to take place at a town facility or park. Please note that all rental rates, applications, and guidelines still apply to your event.

Please submit a site map with your application.

Anticipated Safety Measures: First aid kits will be on-site with CPR-trained volunteers.

Anticipated Sanitary Measures (Restroom, trash cans, litter pick up):

Trash cans to be positioned along walking route. Event volunteers will be responsible for trash pick up both during and after the event.

SUBMITTING THE APPLICATION:

Town of Zebulon
Attn: Sheila Long
1003 N. Arendell Ave.
Zebulon, NC 27597
or
Slong@townofzebulon.org

Signature: Brandon Wiggins Date: 03-14-25

Special Event Standard Staff Review

1. The nature of the event and how it can serve the Town of Zebulon and its residents.

Angel Prints Corporation seeks to host the annual “Remembering Our Little Angels” 3k awareness walk at Zebulon Town Hall. The event will include an awareness walk and ceremony that will include a windmill garden. Windmill’s will not remain installed after the event.



VENDORS/RESOURCE PROVIDERS

1. Angel Prints Corporation
2. Zebulon Birth & Wellness
3. Titus Strong Foundation
4. Transitions Kids
5. Building Vineyard for Self-care
6. RoseyMa Boutique
7. KODAMCH
8. WakeMed Mothers' Milk Bank
9. Nek's Beauty
10. The Serene Isle
11. Creative Candles by Carrie
12. Harris-Wheless Memorial Funeral Home
13. Her Pregnancy & Life Assistance Network
14. Postpartum Support Int'l - NC

EACH VENDOR/RESOURCE PROVIDER IS REPRESENTED ON THE MAP BY THE SAME NUMBER AS LISTED ABOVE, INSIDE OF A PINK CIRCLE.

2. The dates and times during which the proposed event will occur including setup and breakdown time.

Event Date: Saturday, October 11, 2025
 Event Set Up: 7 AM – 10 AM
 Event Time: 10 AM – 1 PM
 Breakdown: 1 PM – 2 PM

3. The location(s) of the Special Event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town.

The applicant does not request to close any roads. The event will utilize the front lawn of Town Hall and will seek closure of the front circle at town hall to keep event participants safe. The walking route will utilize the sidewalk on Arendell Ave in front of Town hall. Vendors, activities and a ceremony will be located on the front lawn.

4. Whether the activities are in compliance with other applicable laws and Town ordinances.

The temporary waiver of Town sound ordinances for an event is handled by the Zebulon Police Department if required. If granted, a sound ordinance waiver gives the event planner permission to use amplified noise within the areas designated by the Special Event Permit. Event planners should be mindful of the impacts of the sound on the surrounding neighborhoods.

5. Whether the event serves a public purpose or is to benefit non-profit community service organizations.

Angel Prints Corporation is a non-profit led by Zebulon residents, Brandon & Toshina Wiggins. Their goal is to bring awareness to pregnancy loss, stillbirth, and infant loss as well as share compassion and hope to those mothers, couples, and families who have experienced this type of tragedy.

6. The general health, safety, and welfare of the participants in/or attending the event and the citizens of Zebulon.

The Fire Department has reviewed the request. The impacts to their operation are minimal. Access within the event grounds for emergency personnel is manageable as proposed.

The Police Department has reviewed the request. The scope and size of the event appear to provide a minimal impact on department operations. The police department does not see a need to require law enforcement presence.

A Certificate of Insurance naming the Town of Zebulon will be required as noted in the Special Event Standard.

Bathrooms will be accessible in Town Hall.

7. The impact and/or cost of the event on Town support services.

Event Fees	
Half Day Complex Rental Fee	\$600
Security Deposit	\$600
Parks & Recreation	
Standard Staff- 7 hours @ \$52.50 (\$35 * 150% night & weekend)	\$367.50
Adm. Oversight – 2 hours @ \$45 (not charged)	\$NA
Public Works	
Barricades (3) locations – included in rental fee	\$NA
Manpower – 2-man crew – 6 hours @ \$30.25- included in rental fee	\$NA
Adm. Oversight – 2 hours @ \$49.50- included in rental fee	\$NA

Fire: No impact or additional cost to the Town.

Police: No impact or additional cost to the Town.

8. The frequency of the event or similar event(s).

The Board authorized this event last year for the same purpose and general time frame. This event stays confined within the Municipal Complex grounds and adjacent sidewalk.

9. If alcohol will be served.

The applicant does not indicate alcohol will be served or consumed. Alcohol will not be served, sold, or consumed at this event.

Board of Commissioners Considerations for Event Authorization

The Board of Commissioners will consider each application on a case-by-case basis on the quarterly application consideration schedule set forth herein. Event application approval or denial rests solely with the Board of Commissioners. In order to assist the Board of Commissioners in deciding whether to permit private use of public property for an event, the Board of Commissioners will consider the following:

1. Nonprofit status or public purpose of the applicant and/or event.
2. The applicant's substantial presence in the community, including but not necessarily a permanent physical presence.
3. The applicant's history of positive contributions to the Town of Zebulon, its institutions and citizens.
4. Whether the event stimulates or encourages community participation in nonprofit/civic activities.
5. The event's consistency with the plans, goals and policies of the Town.
6. Potential for damage to property or harm to people arising from the nature and size of the proposed activity.
7. Ability of the Town to support the proposed activity.
8. Ability of the Organization to implement the event.

Criteria for Reduced Fee Consideration

The Board of Commissioners will review fee reduction requests on a case-by-case basis. Reduction and/or waiver of fees is not guaranteed and is at the discretion of the Board.

Application, permit, and late fees cannot be waived. Fee reduction and/or waiver may only be authorized by the Board of Commissioners by action taken at a regular Board of Commissioners meeting at the time of the application. The following criteria will be used when determining consideration of reduced or waived fees for special event implementation.

1. The requesting applicant must represent a non-profit organization as defined by state or federal tax law.
2. Priority will be given to Zebulon based groups / chapters / organizations.
3. The proposed event is community focused and / or recreational in nature.
4. The proposed event is open to the general public.
5. The proposed event has been planned to facilitate a positive impact to the community.
6. The proposed event meets the town's strategic plan.



Angel Prints Corporation (EIN: 85-0839183) (SOSID: 2386096)
PO Box 397, Zebulon, NC 27597 | angelprintsorg@gmail.com | 919-518-4289

March 14, 2025

To Whom It May Concern:

We would like to first express a sincere and heartfelt thanks to Mayor Glenn York, the Board of Commissioners, Zebulon Parks & Recreation, and the Town of Zebulon for your consideration in allowing us to host our fourth annual Remembering Our Little Angels 3k Awareness Walk at Zebulon Town Hall. The heartfelt support from the Town of Zebulon and our community continues to amaze us and we could not be more grateful. Since our last awareness walk in October, 2024, our organization has made tremendous strides in furthering our mission by establishing new relationships that have allowed our outreach program to reach more families both within and beyond the boundaries of Wake County.

As we continue our mission, we realize the need for greater operational capacity and increased resource allocation. To assist us in being most efficient in these efforts, we would like to request that all fees associated with hosting our awareness walk be waived. This gesture would help us maintain the flexibility needed to provide prompt support to families who are in need of our services.

In addition, we would also like to ask if the Town of Zebulon could provide folding chairs for our event if they are available. This would help us ensure seating availability for our guests and event volunteers.

Thank you for your time and consideration.

With Much Gratitude & Appreciation,

Brandon & Toshina Wiggins

Brandon & Toshina Wiggins
Founders, Angel Prints Corporation

Angel Prints Corporation is a North Carolina nonprofit public benefit corporation qualified as exempt from federal income tax under §501(c)(3) of the Internal Revenue Code ("Code") and classified as a public charity under Code §509(a)(3)

**RESOLUTION 2025-13
TO AUTHORIZE USE OF TOWN HALL
FOR THE ANGEL PRINT AWARENESS WALK**

WHEREAS, the Board of Commissioner adopted Special Event standards on November 17, 2022 to provide guidance for Staff and the Board to consider when private groups seek to host events on public property such as streets; and

WHEREAS, the 2030 Strategic Plan identifies Small Town Life as a Focus Area and strives to develop more activities and locations to gather with family and neighbors; and

WHEREAS, the Town encourages the private sector to participate and contribute to preserving and enhancing Zebulon's Small Town Life; and

WHEREAS, the Town has received a request from the Angel Print Corporation to host an awareness walk for pregnancy loss, stillbirth, and infant loss at Zebulon Municipal Complex; and

WHEREAS, the Angel Print Corporation successfully planned and implemented this event in Zebulon last year; and

WHEREAS, the Board has considered a request by the Angel Prints Corporation for the Town to waive fees associated with the event as permitted by the Special Event Standard; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Zebulon does hereby approve the request to use Zebulon Municipal Complex to host an awareness walk on October 11, 2025, as described in the submitted special event application. The Town [*does not waive, partially waives, completely waives*] fees as permitted by the Special Event Standard for the requested event. The Town reserves the right to cancel or cause the interruption of the event when, in the sole discretion of the Town, such act is necessary in the interest of public safety or protection of public property. The Town Manager or designee will execute an event agreement with event organizers and may authorize an alternate date due to extenuating circumstances within 6 months of the approved date.

Adopted the 7th day of April, 2025

Glenn L. York - Mayor

SEAL

Town Clerk

STAFF REPORT
ORDINANCE 2025-28
JUDD ST ANNEXATION
APRIL 7, 2025

Topic: ORDINANCE 2025-28 – Judd St Annexation
Speaker: Catherine Farrell, Planner II
From: Matthew Lower, Planning Director
Prepared by: Catherine Farrell, Planner II
Approved by: Gilbert Todd, Jr., Town Manager

Executive Summary:

The Board of Commissioners will consider an Annexation of two lots of Judd St (PIN# 2705074498 and 2705074425). This Annexation request is made by William Pennington on behalf of DJI Properties. The property is currently inside the Town of Zebulon's ETJ and is zoned Residential Neighborhood (R4). There is no Zoning Map Amendment requested.

Policy Analysis:

Comprehensive Land Use Plan:

These lots are within the future land growth area identified in the Comprehensive Land Use Plan (CLUP) Map.

The rezoning is supported by the following CLUP goals:

1. Goals for Land Use and Development

- **Goal 1:** A land use allocation and pattern that advances Zebulon's objectives of achieving greater housing variety, supporting its economic development and tax base needs, and creating a complete community with convenient resident access to schools, recreation, shopping and services.
- **Goal 2:** Consistent character of land use within areas intended for particular character types, from rural and suburban through auto-oriented and urban along the community character spectrum.

2. Goals for Growth Capacity

- **Goal 1:** A growth management philosophy and strategies that enable most of the projected growth in the Zebulon area to be absorbed within and contiguous to the existing developed town (Growth Capacity, 2).

3. Annexation and Growth Management Policies

- **N:** The Town should aim for sensible extensions of its jurisdiction through annexation and avoid creating "donut hole" situations when certain areas are bypassed for annexation, which can create inefficient public service delivery and inconsistent regulation of land use and development, among other considerations (Growth Capacity, 3)
- **Q:** The Town should promote re-use and/or redevelopment of obsolete, vacant buildings and underutilized properties to maximize the efficiencies of existing

STAFF REPORT
ORDINANCE 2025-28
JUDD ST ANNEXATION
APRIL 7, 2025

infrastructure and municipal services, along with the overall community and tax base benefits of restoring such properties to productive use (Growth Capacity, 4)

4. Goals for Housing and Neighborhoods

- **Goal 4:** Preserved and enhanced integrity and value of existing neighborhoods, and quality design of newer residential areas to ensure their livability and long-term sustainability (Housing and Neighborhoods, p2)

Outcomes:

The rezoning will have the following outcomes:

1. **Public Services:** If annexed, this site could be served by Raleigh water and sewer, as well as Zebulon police and fire services.
2. **Lot Infill:** If annexed this property will be more primed for the development of two infill lots.

Staff Recommendation:

Staff recommend the approval of Ordinance 2025-28 for annexation of the Judd Street Lots.

Attachments:

1. Certificate of Sufficiency
2. Application for Annexation
3. Aerial Map
4. Zoning Map
5. Corporate Limits Map
6. Public Hearing Notification Affidavit
7. Ordinance 2025-28

Certificate of Sufficiency


Pin # 2705074498 & 2705074425 – 0 W. Judd Street

To the Board of Commissioners of the Town of Zebulon, North Carolina:

I, Lisa M. Markland, Clerk to the Zebulon Board of Commissioners, do hereby certify that I have investigated the petition attached hereto, and have found as a fact that said petition is signed by all the owners or their legal representative of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have here unto set my hand and affixed the seal of the Town of Zebulon, this 20th day of March, 2025.




Lisa M. Markland, CMC—Town Clerk



APPLICATION FOR ANNEXATION

PART 1. DESCRIPTION OF REQUEST/PROPERTY		
Street Address of the Property: Lot 1 & 2 W Judd St		Total Acreage .385 / .409
Parcel Identification Number (NC PIN) Please include all 2705074498 2705074425	Deed Book 2021 2021	Deed Page(s) 1238 1238
Name of Project (if Applicable)	Current Zoning of the Property R4	
Existing Use of the Property	Proposed Use of the Property	
Reason for Annexation Building of single Family Homes		

PART 2. APPLICANT/AGENT INFORMATION		
Name of Applicant/Agent William J Pennington II		
Street Address of Applicant/Agent 6305 Abby Rose Ct.		
City Zebulon	State NC	Zip Code 27597
Email of Applicant/Agent djiproperties0819@gmail.com	Telephone Number of Applicant/Agent 336-971-3772	Fax Number of Applicant/Agent
Are you the owner of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are you the owner's agent? <input type="checkbox"/> Yes <input type="checkbox"/> No	Note: If you are not the owner of the property, you must obtain the Owner's consent and signature giving you permission to submit this application.

PART 3. SURVEYOR INFORMATION		
Name of Surveyor Williams - Pearce & Assoc., P.A. Professional Land Surveyors		
Street Address of Surveyor P.O. Box 892		
City Zebulon	State NC	Zip Code 27597
Email of Surveyor DOW@WPSURVEY.COM	Telephone Number of Surveyor 919-269-9605	Fax Number of Surveyor
I hereby state that the facts related in this application and any documents submitted herewith are complete, true, correct, and accurate to the best of my knowledge.		
Signature of Surveyor Danny O. Williams	Print Name: DANNY O. Williams	Date: 2/14/25



APPLICATION FOR ANNEXATION

PART 4. PROPERTY OWNER INFORMATION

To the Board of Commissioners of the Town of Zebulon, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 be annexed to the Town of Zebulon, Wake County, North Carolina.
2. The area to be annexed is ☒ contiguous ☐ non-contiguous (satellite) to the Town of Zebulon, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

I hereby state that the facts related in this application and any documents submitted herewith are complete, true, correct, and accurate to the best of my knowledge.

Signature of Owner: 	Print Name: William J Pennington II	Date: 1/30/25
Signature of Owner: 	Print Name: Daysi M. Nieto Pennington	Date: 01/30/25
Signature of Owner: 	Print Name: Ivan Alfredo Nieto	Date: 01/30/25
Signature of Owner:	Print Name:	Date:
Signature of Owner:	Print Name:	Date:
Signature of Owner:	Print Name:	Date:
Signature of Owner:	Print Name:	Date:

STATE OF North Carolina
COUNTY OF Wake

Sworn and subscribed before me, Matthew A. Perry, a Notary Public for the above State and County, this the 30 day of January, 2025.

Notary Public

SEAL



April 20, 2026
My Commission Expires:



APPLICATION FOR ANNEXATION

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20____.

Corporate Name

SEAL

By: Attest: President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires:

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, DSI Properties a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 30 day of January, 2025. Name of Limited Liability Company

By: William S. Perryman II

William S. Perryman II
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Matthew A. Perry, a Notary Public for the above State and County,
this the 30 day of January, 2025.

Matthew A. Perry
Notary Public

SEAL

April 20, 2026
My Commission Expires:

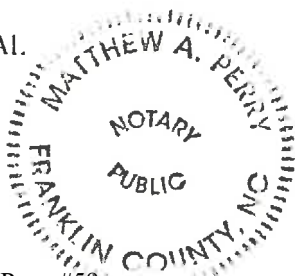


Exhibit "A"

Legal Description

Lot 1

Beginning at a new iron pipe, said pipe being located South 83 degrees 31 minutes 02 seconds West 1596.00' from NCGS Mon. "MCIVER" NC Grid Coordinates N 757545.5354, E 2202100.208, NAD83, thence along the northern right-of-way of Judd Street South 60 degrees 10 minutes 10 seconds West 75.00' to an existing iron pipe; thence North 28 degrees 37 minutes 17 seconds West 224.55' along the line with Smithkline Beecham Corp. (DB 11520 Pg 851) to an existing iron pipe; thence long the line with Glaxo, Inc. Property (DB 2993 Pg 127) North 61 degrees 12 minutes 38 seconds East 75.00' to a new iron pipe; thence South 28 degrees 37 minutes 01 seconds East 223.18' along the line with Lot 2 to the said point of beginning; containing 0.385 acre (16788 sq. ft.) and being described as Lot 1 as recorded in Book of Maps 2021 Page 1238 of Wake County Register of Deeds.

Exhibit "A"

Legal Description

Lot 2

Beginning at a new iron pipe, said pipe being located South 84 degrees 42 minutes 37 seconds West 1522.88' from NCGS Mon. "MCIVER" NC Grid Coordinates N 757545.5354, E 2202100.208, NAD83, thence along the northern right-of-way of Judd Street South 60 degrees 10 minutes 10 seconds West 31.27' to an existing iron pipe; thence continuing along the same bearing a distance of 48.73' to a new iron pipe; thence North 28 degrees 37 minutes 01 seconds West 223.18' along the line of lot 1 to a new iron pipe; thence along the line with Glaxo, Inc. Property (DB 2993 Pg. 127) North 61 degrees 12 minutes 38 East 49.71' to an existing iron pipe; thence continuing along the same line a distance of 30.29' to a new iron pipe to a new iron pipe; thence along the line of Lot 3 South 28 degrees 36 minutes 45 seconds East 221.73' to said point of beginning containing 0.409 acre (17794 sq. ft.) and being described as Lot 2 as recorded in Book of Maps 2021 Page 1238 of Wake County Register of Deeds.



VICINITY MAP

Certificate of Approval
I hereby certify that the minor subdivision shown on the plat does not involve the creation of new public streets or any change in existing public streets, that the subdivision shown is in full compliance with Chapter 152 of the Land Use Ordinance of the Town of Zebulon, and that therefore this plat has been approved by the Land Use Administrator of the Town of Zebulon, subject to its being recorded in the Office of the Register of Deeds of Wake County within 60 days of the date below.

7/8/21
date
Land Use Administrator

REFERENCE: DB 8676, PG. 747
BOM 2003 PAGE 2038

Certificate of Ownership
I hereby certify that I am the owner of the property described herein, which property is within the subdivision regulation jurisdiction of the Town of Zebulon, and that I hereby adopt this plat of subdivision.

07/02/2021
date
Owner

WILLIAMS, PEARCE & ASSOC., P.A.
PROFESSIONAL LAND SURVEYORS
ZEBULON, NORTH CAROLINA
TELEPHONE: (919) 289-9805

DRAWN BY: DOW
CHECKED BY: DOW
DATE: 05-10-21
SCALE: 1" = 50'



Lic. # C-0243

WILLIAMS - PEARCE & ASSOC., P.A. Professional Land Surveyors

CERTIFICATE OF SURVEY
I, DANNY O. WILLIAMS, Professional Land Surveyor, No. 2847, certify that this plat is of a survey that was made by me or under my supervision and that it complies with the requirements of the General Statutes of the State of North Carolina that regulate practice of land surveying.

Seal or Stamp



I, DANNY O. WILLIAMS, Professional Land Surveyor, No. 2847, certify that this plat is of a survey that was made by me or under my supervision and that it complies with the requirements of the General Statutes of the State of North Carolina that regulate practice of land surveying.

DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR, No. 2847

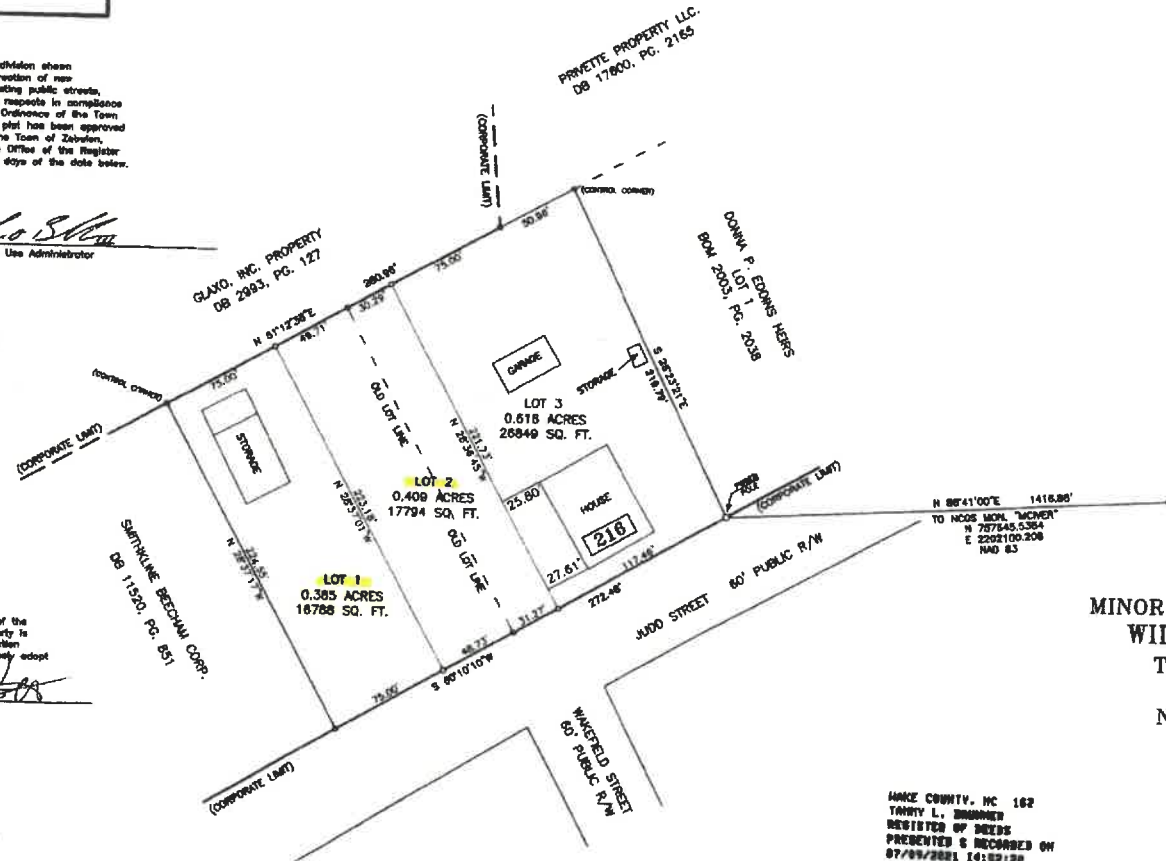


State of North Carolina
County of WAKE

I, PHILIP J. BARNHART, Review Officer of Town of Zebulon, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Philip J. Barnhart
Review Officer

Date 7/8/21



NOTE: AREA COMPUTED BY COORDINATE METHOD.

No alterations are shown not depicted from a natural stone ground view of the property. The plat is shown as subject to any existing easements, rights-of-way, covenants, conditions, and restrictions, and/or other matters that may affect or be affected by this plat or otherwise as not recorded in the public records.

ZONED R-4

SETBACKS
FRONT - 30'
SIDE - 10'
REAR - 20'

WAKE COUNTY, NC 162
TAMMY L. BRUNNER
REGISTERED BY DEEDS
PRESENTED & RECORDED ON
07/09/2021 14:02:20
BOOK: 218001 PAGE: 01230

LEGEND
● EXISTING IRON PIPE
○ NEW IRON PIPE
○ POWER POLE

GRAPHIC SCALE - FEET
50 0 50 100 150

PN # 2700.05-07-5562 &
PN # 2700.05-07-4448

S:\NEWMAPS\W\WILLIAM PENNINGTON\MINOR SUBDIVISION.DWG

P.O. Box 892, Zebulon, N.C. 27597 Phone (919) 289-9805

Book 2021 Page 1238



ACCEPTED BOM 2003 PAGE 2038

Duplicate Billing Statement



printer friendly

Please mail payments and correspondence to:

Wake County Tax Administration
PO Box 580084
Charlotte NC 28258-0084



new search



return

DJI PROPERTIES LLC

Acct #: **0000489772-2024-2024-000000**
Bill Date: **07/26/2024**
Due Date: **09/01/2024**
Interest Begins: **01/07/2025**

Acct Status:

Description: **LO1 WILLIAM PENINGTON BM2021-01238**
Location: **0 W. JUDD ST ZEBULON 27597**

Municipality:
Fire District: **FIRE TAX DIST**
Special Dist:
Recycle
Units:

REID: **0489772** Acres: **0.39**Class: **1**PIN: **2705074425**

Real 56,000
Deferred
Use 56,000
Personal
Exclusion
Total Value 56,000

City
Special District
Late List Penalty
Vehicle Fee
Total City 0.00
.5135 Wake County 287.56
.1075 Fire District 60.20
Special District
Late List Penalty
Recycle Fee
Total Wake County 347.76
Total Billed 347.76

City
Special District
Late List Penalty
Vehicle Fee
City Interest
Wake County 287.56
Fire District 60.20
Special District
Late List Penalty
Recycle Fee
County Interest
0.00 Costs
0.00 Total Paid 347.76
Principal Due 0.00
Interest Due 0.00
Costs 0.00
Total Due 0.00

Paid in full on 11/22/2024.

The property records and tax bill data provided herein represent information as it currently exists in the Wake County collection system. This data is subject to change daily. Wake County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

Questions? E-mail taxhelp@wake.gov or call the Wake County Department of Tax Administration at 919-856-5400.

Duplicate Billing Statement



printer friendly

Please mail payments and correspondence to:

Wake County Tax Administration
PO Box 580084
Charlotte NC 28258-0084



new search



return

DJI PROPERTIES LLCAcct #: **0000489773-2024-2024-000000**

Acct Status:

Bill Date: **07/26/2024**Due Date: **09/01/2024**Interest Begins: **01/07/2025**Description: **LO2 WILLIAM PENINGTON BM2021-01238**Location: **0 W. JUDD ST ZEBULON 27597**

Municipality:

Fire District: **FIRE TAX DIST**

Special Dist:

REID: **0489773** Acres: **0.41**Class: **1**PIN: **2705074498**

Recycle

Units:

Real	55,000	City		City	
Deferred		Special District		Special District	
Use	55,000	Late List Penalty		Late List Penalty	
Personal		Vehicle Fee		Vehicle Fee	
Exclusion		Total City	0.00	City Interest	
Total Value	55,000			Wake County	282.43
		.5135 Wake County	282.43	Fire District	59.13
		.1075 Fire District	59.13	Special District	
		Special District		Late List Penalty	
		Late List Penalty		Recycle Fee	
		Recycle Fee		County Interest	
		Total Wake County	341.56	0.00 Costs	
		Total Billed	341.56	0.00 Total Paid	341.56
				Principal Due	0.00
				Interest Due	0.00
				Costs	0.00
				Total Due	0.00

Paid in full on 11/22/2024.

The property records and tax bill data provided herein represent information as it currently exists in the Wake County collection system. This data is subject to change daily. Wake County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

Questions? E-mail taxhelp@wake.gov or call the Wake County Department of Tax Administration at 919-856-5400.

Aerial Map

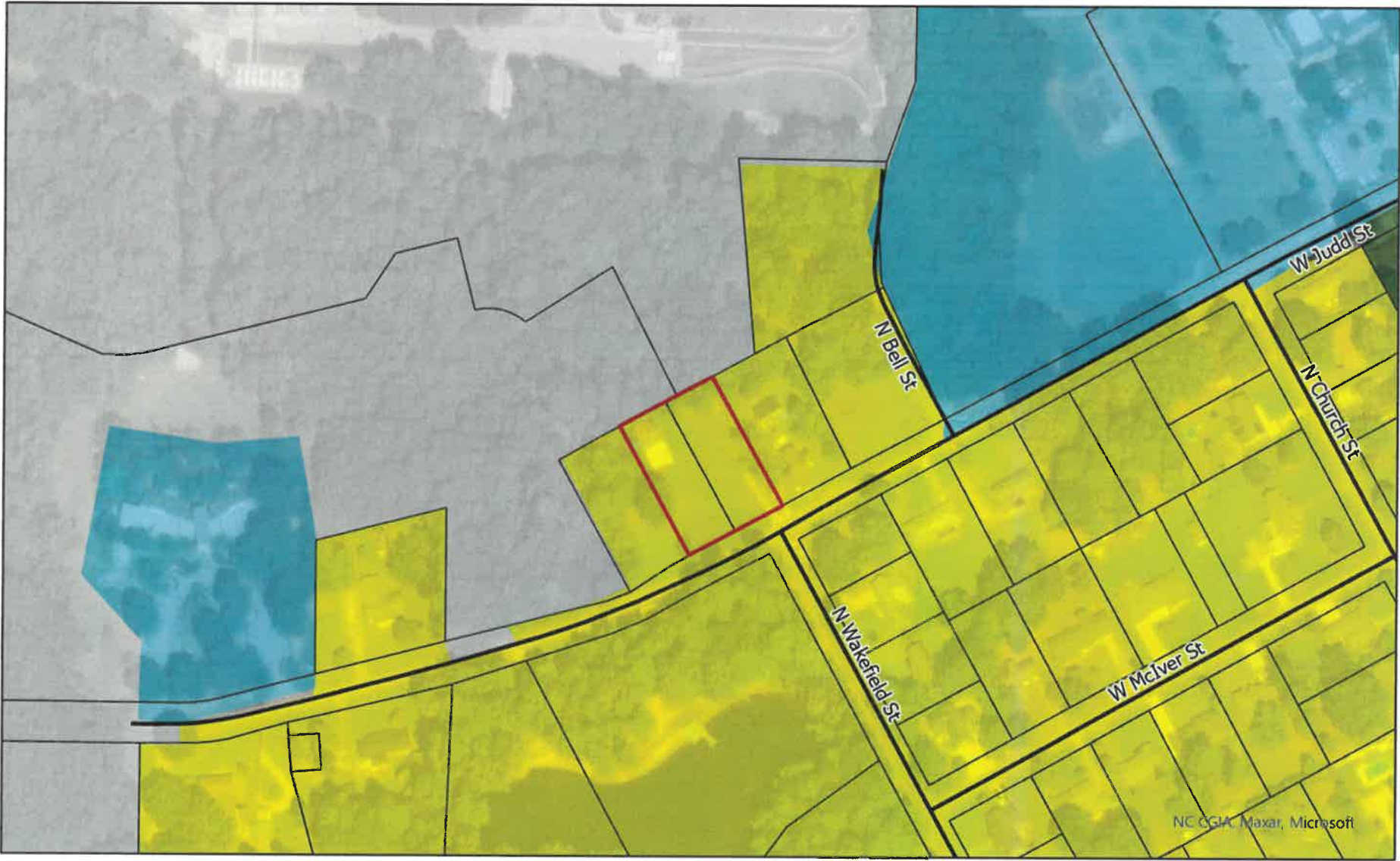


ZEBULON
NORTH CAROLINA

0 0.03 0.06 0.11 Miles

-  Parcels
-  Streets
-  Judd St Lots

Zoning Map

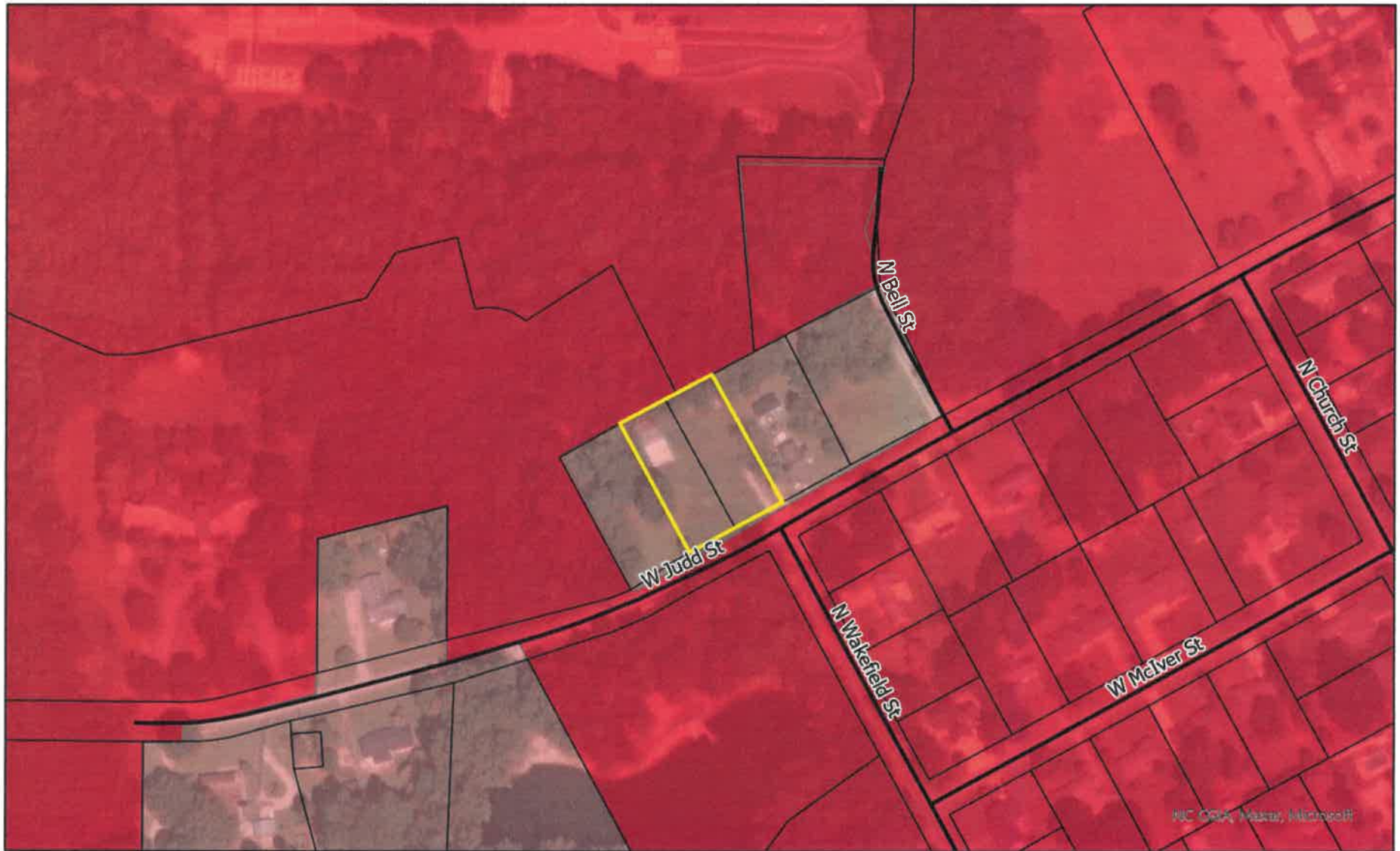


ZEBULON
NORTH CAROLINA



- Zoning Districts**
- Parcels
 - Streets
 - LI, Light Industrial
 - OI, Office and Institutional
 - DTP, Downtown Periphery
 - R4, Residential Neighborhood
 - Judd St Lots

Corporate Limits



ZEBULON

NORTH CAROLINA

CASE # Annexation 2025-02 – Judd St Annexation

HEARING DATE: April 7, 2025

State of North Carolina

County of Wake

BEFORE ME, the undersigned Notary, CATHERINE G. WOODS on this 1st day of April 2025, personally appeared Catherine Farrell, known to me to be a credible person and of lawful age, who being by me first duly sworn, on her oath, deposes and says:

I Catherine Farrell, Planner II for the Town of Zebulon, affirm that the following Public Notice Procedures have been completed in accordance with applicable North Carolina General Statute and Town of Zebulon Unified Development Ordinance Section 2.3.6 have been satisfied for the above referenced hearing.

- Advertisement in a Paper of General Circulation sent on March 24, 2025 (Wake weekly, publication dates **3/28/2025 & 4/4/2025**)
- Posted to Planning Department Website **3/24/2025**
- Signs Posted on Site **3/25/2025**
- Mailed Notices sent out **3/25/2025**

Catherine Farrell

April 1, 2025

Catherine Farrell

Date

Subscribed and sworn to before me, this 1st day of April 2025.

[Notary Seal:]

Catherine G. Woods

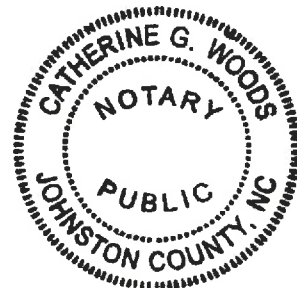
[signature of Notary]

CATHERINE G. WOODS

[printed name of Notary]

NOTARY PUBLIC

My commission expires: 07-10, 2027.



Notice of Public Hearing

Notice is hereby given pursuant to the provisions of Article 2.3.6 of the Town of Zebulon Unified Development Ordinance that a public hearing will be held on **April 7th, 2025 at 6:00 PM** at the **Zebulon Municipal Complex, 1003 N. Arendell Avenue**, and will be conducted by the Board of Commissioners for the purpose of considering the following items:

IDT Project Number 1610536– Annexation 2025-02 – 0 W Judd St Lots

PIN # 2705074498 & 2705074425. A request by William J Pennington II, for annexation of two lots on Judd St into the Town of Zebulon's Corporate Limits.

Public comments may be submitted to Planner II Catherine Farrell at cfarrell@townofzebulon.org no later than 12:00 Noon on the day of the hearing to be read into the record. Links will be provided along with the full application packet and documentation on the Planning Department web page at <https://www.townofzebulon.org/departments/planning/public-hearing-information>. For questions or additional information, please contact us at (919) 823-1811.

Notificación de Audiencia Pública

Por la presente se notifica, de conformidad con las disposiciones del Artículo 2.3.6 de la Ordenanza de Desarrollo Unificado del Pueblo de Zebulón, que se celebrará una audiencia pública el **7 de abril de 2025 a las 6:00 PM** en el **Complejo Municipal de Zebulón, 1003 N. Arendell Avenue**, y será llevada a cabo por la Junta de Comisionados con el propósito de considerar los siguientes puntos:

IDT Proyecto Número 1610536- Anexión 2025-02 - 0 W Judd St Lotes
PIN # 2705074498 & 2705074425. Una solicitud de William J Pennington II, para la anexión de dos lotes en Judd St en los límites corporativos de la ciudad de Zebulón.

Los comentarios del público pueden presentarse a Planner II Catherine Farrell en cfarrell@townofzebulon.org no más tarde de las 12:00 del mediodía del día de la audiencia para ser leído en el expediente. Los enlaces se proporcionarán junto con el paquete de solicitud completa y la documentación en la página web del Planning Department en <https://www.townofzebulon.org/departments/planning/public-hearing-information>. Para preguntas o información adicional, póngase en contacto con nosotros en (919) 823-1811.

Bigger tiles require better installers



Submitted by Steve The Service Inc., Youngsville

The seamless elegance of big tiles can make spaces look larger and more luxurious. And, with increasingly durable, stain-resistant, and easy-to-clean porcelain tiles, customers are finding even more reasons to use them. From large wall tiles, doors, showers, porches, and floors are all great choices for larger tiles.

Along with the demand for tiles larger than 15 inches (which is a "large format" tile in the industry's parlance) comes a need for installers with more technical expertise. Larger tiles are actually more challenging to install, starting with the need for better surface preparation. The flatness of the area beneath the tiles is crucial because

there's very little "give" in the tile. A high or low spot under a 24" or 48" tile. Most installers have either a high or a low spot that can be corrected - and adding more mortar is not the way to fix it (and usually leads to even more problems). As tiles are pressed, fired and cured, they tend to warp slightly. If the substrate also has variations in its flatness, then your floor (or wall) can become an uneven mess pretty quickly. And, when very large tiles with some weightage are put next to each other, even

slight differences that aren't handled correctly by a knowledgeable tile installer can become a real issue.

The tile industry and individual manufacturers have guidelines and best practices to follow to ensure proper installation. Correct mortar coverage and appropriate use of required movement joints are key in all tile installations, and even more so

with large format tiles. As you would expect, larger tiles are also heavier and more challenging to handle and transport, so you'll want to find a company that has the equipment and know-how to handle your material safely.

Large tiles are a beautiful way to add sophistication and long-lasting beauty to your project. Be sure to hire an installation professional who has the experience and credentials to install these specialized materials so they will add value to your home for many years to come.



Large tiles are actually more challenging to install, starting with the need for better surface preparation. Contributed photo

Backed by Local, Five-Star Qualifications Beautiful, reliable tile installations



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Best of the Best

2019-2024

READER'S CHOICE AWARDS

919-539-4266

KINGSMECHANICALNC.COM

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Employment

Opportunity for a highly motivated and experienced salesperson to join our team. We are seeking a professional who can build a strong client base and drive sales growth. Compensation is competitive and includes benefits. Interested parties should submit resumes to: careers@waweekly.com

For Sale

Country Property for Sale
A beautiful 10-acre country property with a large home, swimming pool, and horse barn. Located in a quiet neighborhood with easy access to schools and shopping. Call John Smith at 919-555-1234 for more details.

MISCELLANEOUS

Looking for a New Car?
We have a selection of the latest models from top manufacturers. Financing options available. Visit us at www.waweekly.com/cars

Yard Sale

Yard Sale - 3/25/25
A large collection of furniture, appliances, and household items. Located at 123 Main St. from 9 AM to 5 PM. Free admission.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 25th day of March, 2025, at 10:00 AM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 26th day of March, 2025, at 11:00 AM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 27th day of March, 2025, at 12:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 28th day of March, 2025, at 1:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 29th day of March, 2025, at 2:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 30th day of March, 2025, at 3:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 31st day of March, 2025, at 4:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 1st day of April, 2025, at 5:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Notice of Hearing

Notice is hereby given that a hearing will be held on the 2nd day of April, 2025, at 6:00 PM, in the District Court of Wake County, North Carolina, to hear the matter of the estate of [Name], deceased. All interested parties are required to appear at the hearing. The hearing will be held at the District Court, 100 North Salisbury Street, Raleigh, NC 27601.

Public Notices

Notice of Public Hearing

Notice is hereby given pursuant to the provisions of Article 2.3.6 of the Town of Zebulon Unified Development Ordinance that a public hearing will be held on **April 7th, 2025 at 6:00 PM** at the **Zebulon Municipal Complex, 1003 N. Arendell Avenue**, and will be conducted by the Board of Commissioners for the purpose of considering the following items:

***IDT Project Number 1610536–
Annexation 2025-02 – 0 W Judd
St Lots***

PIN # 2705074498 & 2705074425.

A request by William J Pennington II, for annexation of two lots on Judd St into the Town of Zebulon's Corporate Limits.

Public comments may be submitted to Planner II Catherine Farrell at cfarrell@townofzebulon.org no later than 12:00 Noon on the day of the hearing to be read into the record. Links will be provided along with the full application packet and documentation on the Planning Department web page at <https://www.townofzebulon.org/departments/planning/public-hearing-information>. For questions or additional information, please contact us at (919) 823-1811.

The Wake Weekly

March 28, April 4, 2025

Return to: Town of Zebulon
1003 N. Arendell Avenue
Zebulon, NC 27597
Attention: Town Clerk

Ordinance 2025-28

AN ORDINANCE TO EXTEND THE CORPORATE LIMIT OF THE TOWN OF ZEBULON, NORTH CAROLINA

**0 W Judd St – Pin # 2705074498
0 W Judd St – Pin # 2705074425**

WHEREAS, the Town of Zebulon has been petitioned under G.S. 160A-31 to annex the area as described below; and

WHEREAS, the Town of Zebulon has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at 1003 N. Arendell Avenue at 6:00 PM March 3, 2025 after due notice by publication in the Wake Weekly on March 28, 2025 and April 4, 2025;

WHEREAS, the Town of Zebulon finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED, the Board of Commissioners of the Town of Zebulon, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the attached following described territory (see attachment) to include the adjoining public right of way (see also attached map) is hereby annexed and made part of the Town of Zebulon as of April 7, 2025;

Section 2. Upon and after April 7, 2025, the described territory (see attachment) and its citizens and property shall be subject to all laws, ordinances and regulations in force in the Town of Zebulon and shall be entitled to the same privileges and benefits as other parts of the Town of Zebulon. Said territory shall be subject to municipal taxes according to G.S. 160A-31

Section 3. The Mayor or Mayor Pro Tem of the Town of Zebulon shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1

Adopted this the 7th day of April 2025.

(SEAL)

Glenn L. York —Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Eric A. Vernon—Town Attorney