

Date



Map Amendment Application

Contact Information

 Property Owner Linda and Edward Henry Self

 Address 114 Maude La.
 City/State/Zip Mt. Airy, NC 27030

 Phone
 Email

 Developer BRD Land and Investment

 Contact Name Michael Fleming

 Address 721 Hydrangea Field Ct.

 Phone 919-346-6014

 Email-mfleming@trianglelandgrp.com

 Michael Fleming

 Phone 919-346-6014

Current Zoning District_RL	_ Requested Zoning District RH (Residential High Density) CU
Total Acreage 98.166	Please see attached conditions

Owner Signature

I hereby certify that the information contained herein is true and completed. I understand that if any item is found to be otherwise after evidentiary hearing before the Town Board of Commissioners, that the action of the

Board may be invalidated. Signature Lind Suy	6	A litt	Rop Alight	DoA	n nila	abrau
Signature Lind Sulf	Zownettlef	Samanyna	Sug Mall	PUIT	Date <u>Up</u>	1 pcont
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STATE OF NORTH CAROLINA	
COUNTY OF Survy	
I, a Notary Public, do hereby certify that Samantha S	elftiatt PDA
personally appeared before me this day and acknowledged th	e due execution of the foregoing instrument. This
	flandary 2024
My commission expires ling 30 2024	
Si lagel Il	MICHELLE M GREEN
Signature Mechellon Arcen Seal	Surry County
- particular the	My Commission Expires August 30, 2028

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Town	of Role	sville l	Planning	

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517



Map Amendment Application

Metes and Bounds Description of Property

Please see attached deed Town of Rolesville Planning

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517

CMP Professional Land Surveyors

Telephone (919) 556-3148

Michael A. Moss, PLS L-3794 Jason L. Panciera, PLS L-3835, CFSNC-140 L. Jordan Parker Jr., PLS L-4685 333 South White Street, Post Office Box 1253 Wake Forest, NC 27588-1253

LEGAL DESCRIPTION

BEGINNING AT A NEW IRON PIPE, SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y):784793.74' E(x):2163454.94', SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN#1768.03-34-7557 AND SUBJECT PARCEL; THENCE S 00°48'39"E A DISTANCE OF 1,487.52' TO A BENT EXISTING IRON BAR; THENCE S 03°01'29"E A DISTANCE OF 782.78' TO AN EXISTING IRON PIPE; THENCE S 86°15'26"W A DISTANCE OF 1,900.36' TO A POINT; THENCE N 01°45'54"E A DISTANCE OF 829.41' TO AN EXISTING MASON NAIL IN STONE; THENCE N 02°11'39"E A DISTANCE OF 1,618.25' TO AN EXISTING IRON PIPE; THENCE S 88°15'47"E A DISTANCE OF 1,747.25' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 4,276,105 SQUARE FEET, 98.166 ACRES.



WAKE COUNTY, NC 91 LAURA M RIDDICK **REGISTER OF DEEDS** PRESENTED & RECORDED ON 02/08/2016 09:51:34

BOOK:016287 PAGE:00077 - 00080

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This instrument prepared by: James S. Warren, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. HOLD FOR: Warren Shackleford, Attorneys, P.L.L.C. #201

PREPARED BY: Warren Shackleford, Attorneys, P.L.L.C., P.O. Box 1187, Wake Forest, NC 27588

TAX IDENTIFICATION #: _ 46995

REVENUE STAMP \$ 0.00

NORTH CAROLINA GENERAL WARRANTY DEED

This deed made this 3rd day of February, 2016 by and between:

GRANTOR: NANCY M. KELLY

GRANTEE: ROXEY M, WILKINS AND HUSBAND, WESLEY C. WILKINS 115 West Young St., Rolesville, NC 27571

Grantor, for valuable consideration paid by Grantee, receipt of which is hereby acknowledged, does grant, convey and transfer unto Grantee in fee simple the property described as follows:

TOWNSHIP OF ______, COUNTY OF WAKE

SEE ATTACHED EXHIBIT "A"

All or a portion of the property herein conveyed __ includes or $\frac{1}{2}$ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the above described property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title to the property against the lawful claims of all others except for the exceptions set out below.

Title to the property described herein is subject to the following exceptions:

1. Subject to easement(s) and restriction(s) of record.

IN WITNESS WHEREOF, Grantor has set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by a duly authorized officer.

ancy M. Kelly by Rokey M. Wilkins, also known as Roxie Mangum Wilkins

STATE OF NORTH CAROLINA COUNTY OF ________, a Notary Public of the County of _______, _______, do hereby certify that Roxey M. Wilkins, also known as Roxie Mangum Wilkins, Attorney in Fact for Nancy M. Kelly, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument on behalf of Nancy M. Kelly, and that her authority to execute and acknowledge said instrument is contained in that certain instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Wake County, North Carolina, in Book 14129, Page 1139, and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said Roxey M. Wilkins, also known as Roxie Mangum Wilkins acknowledged the due execution of the foregoing instrument for the purposes therein expressed and on behalf of Nancy M. Kelly.

Witness my hand and official notary seal, this <u>5</u> day of February, 2016.

My commission expires 0-3-2020

lotary Public

Exhibit A

BK016287PG00079

BEGINNING at a stake located 36 feet North of Stell Granch and runs with the line now or formerly that of Eva Liles thence North 8 degrees 42 minutes East 832.59 feet to a stone, runs with the line now or formerly that of June Privates thence North 9 degrees 10 minutes East, 1618.30 feet to an iron pipe, runs thence South 31 degrees 18 minutes East, 1747.10 feet to a geared exle; runs with the line now or formerly that of Joseph E. Wall thence South 06 degrees 09 minutes West 1486.95 feet to an iron rod; runs with the line now or formerly that of Hille E. Regers thence South 03 degrees 55 minutes West 783.26 feet to an iron stake; runs thence North 86 degrees 53 minutes West 1900.89 feet to the point and place of BEGINNING, containing 98.24 acres as eurowyed by Willie L. Lumpkin, Jr., R.L.S., as appears by plat recorded in Book of Maps 1987, Page 1948, in the Office of the Register of Deeds of Wake County, North Carolina.

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Also conveyed to the parties of the second part are all the easements, rights-of-way, and/or other real setate interests which are necessarily or conveniently appurtanant to the pramises encumbered hereby and which have been either expressly or impliedly conveyed to the party of the first part, including, but not limited to a 30 foot wide access easement recorded in Book 3361, Page 212, of the Nake County Registry.

A map showing the above described property is recorded in Map Book 1987, Page 1948.

This interest conveyed is a one-fifth interest in the above described property.



Map Amendment Application

Rezoning Justification

The proposed modification to the RH zoning district would allow age-restricted developments. The zoning modification would allow small lots, which older residents seem to prefer. The zoning modification would permit higher density single-family residential as well as allowing a limited amount of non-residential uses, designed primarily for neighborhood services. The proposed zoning would allow for a variety of housing options that will appeal to an age-restricted population.





Map Amendment Application

Property Owner Information

Wake County PIN	Property Owner	Mailing Address	Zip Code
1768-23-6815	Edward Henry Self	114 Maude La	27030
	Linda Self	Mt. Airy, NC	
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COPY

THIS INSTRUMENT PREPARED BY: BRIAN A. ROYSTER, ATTORNEY AT LAW

NORTH CAROLINA:

DURABLE POWER OF ATTORNEY

SURRY COUNTY:

KNOW ALL MEN BY THESE PRESENTS, That I, LINDA E. MERRITT SELF, of Surry County, North Carolina, the Principal, have made, constituted and appointed, and by these presents do make, constitute and appoint SAMANTHA SELF HIATT hereafter referred to as "My Agent", my true and lawful agent for me and in my name, place and stead to do the following acts and to exercise the following powers, and I intend that subject to the definitions hereinafter contained, the same be construed in the broadest possible manner:

(1) To endorse any and all checks, drafts or vouchers, and to cash the same or deposit their proceeds in my bank account; to sign and issue checks on any bank account in my name; and to make, execute and deliver, cancel, modify, buy, exchange, pledge, sell or otherwise acquire or dispose of any tangible or intangible property of mine by means of any type instrument necessary or advisable to accomplish the same.

(2) To manage, operate, protect and conserve all securities, interests and investments owned by me; to collect, hold or pay out or otherwise deal with the income therefrom or the principal thereof; and from time to time to make investments for me without any restriction whatsoever as to the kind of investment.

(3) To assign and transfer upon the books of any municipality, corporation, association or company any stocks, bonds or other securities which are now or may hereafter be registered in my name.

(4) To vote in person or by proxy at any corporate or other meeting and to effect, participate in or consent to any reorganization, merger, voting trust or other action affecting any securities which I now or may hereafter own, or the issues thereof, and to make payments in connection therewith.

(5) To enter into, perform, modify, extend, cancel, compromise or otherwise act with respect to any contract of any sort whatsoever.

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(6) To procure insurance against any and all risks affecting property or persons, and against liability, damage or claim of any sort; and to alter, amend, or cancel such insurance.

(7) To borrow money in such amounts for such periods and upon such terms as my Agent shall deem proper and to secure any loan by the mortgage or pledge of any property of mine.

(8) To pay any amount that may be owing at any time by me upon any contract, instrument or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

(9) With respect to any account in my name or in any other name for my benefit with any broker, bank, banker, or trust company, to make deposits therein and withdrawals therefrom, whether by check or otherwise, and to open, to continue, and to close such account or any similar account.

(10) To receive payment of any indebtedness due me or any money coming to me, and to receive payments of dividends, interest and principal and to give receipts, releases and acquittances therefore.

(11) To apply for and receive payment of the proceeds of any policies of insurance, of whatsoever kind, including, but without limitation, hazard insurance, liability insurance, and insurance on the life of another; and to deal as fully with reference to such policies of insurance as I myself might do, including, but without limitation, signing waivers and releases, modifying the quantity and/or the quality of coverage under such policies, changing the beneficiary or beneficiaries thereof, pledging such policies to third persons as security for loans made to me, and borrowing thereon on my behalf from the insurers;

(12) The power (i) to have access to any safe deposit box held in my name or in the joint names of me and any other person, (ii) to rent one or more safe deposit boxes for safekeeping of my assets, and (iii) to deal with the contents of any safe deposit box, including the removal of such contents;

(13) To buy, sell, exchange, mortgage, encumber, lease or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties, to partition real property, to manage real property, and to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof.

(14) The power to assign, transfer and convey all or any part of my real or personal property, or my interest in such property, to, and withdraw such property from (i) any revocable trust established by me or jointly with my spouse during my lifetime, or (ii) any revocable trust established by my agent during my lifetime which directs the trustee or trustees to administer the trust for my benefit and to distribute the trust property either to my estate or to the same beneficiaries as would have received such property if it had been part of my estate upon my death;

(15) To make, execute, and deliver, or to receive or obtain any lease, indenture of lease or contract for lease of any real property and any assignment of lease or indenture of lease and consent

of the assignment thereof, for such periods of time, and with such provisions for renewal, conditions, agreements, and covenants as my Agent shall deem proper; and to amend, extend, modify or cancel any of the terms, covenants or conditions, including covenants to pay rent of any lease, indenture of lease and contract to lease, whether heretofore or hereafter made, and to cancel, surrender and accept the surrender of any lease, indenture of lease.

(16) To purchase or otherwise acquire any note, bond or mortgage, to assign, transfer, modify, extend or satisfy any instrument now or hereafter held by me in which I have any interest upon such terms as my Agent shall deem proper.

(17) To receive any legacy, bequest, devise, gift or transfer of real property or of tangible personal property and to give full receipt and acquittance therefore; to approve accounts of any business, estate, trust, partnership or other transaction whatsoever in which I may have interest of any nature whatsoever and to enter into any compromise and release in regard thereto and to make a qualified disclaimer on my behalf of any such legacy, bequest, devise or gift.

(18) To employ nurses and doctors, attorneys at law, domestic servants, agents and others, to remove them, and to appoint others in their place, and to pay and allow to them for their services such salaries, wages or other remuneration as my Agent shall deem proper.

(19) To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased or incompetent person, or any trust whether created by will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, defend, compromise or otherwise dispose of, and to appear for me, in any proceedings at law or in equity or otherwise before any tribunal for the enforcement of or defense of any such claim, and to retain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding.

(20) To arbitrate any claim in which I may be in any manner interested, and for that purpose to enter into agreements to arbitrate, and either through counsel or otherwise, to carry on such arbitration and perform or enforce any award entered therein.

(21) To prepare, execute, verify and file in my name and on my behalf any and all types of tax returns, amended return, declaration of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition to the Tax court of the United States, in connection with any tax imposed or purported to be imposed by any government, or claimed, levied or assessed by any government, and to pay any such tax and to obtain any extension of time for any of the foregoing, to execute waivers, or consents agreeing to a later determination and assessment to taxes than is provided by any statute of limitations; to execute waivers of restrictions on the assessment and collection of deficiency on any tax; to execute closing agreements and all other documents, instruments and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise, any proceeding in connection with contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition of any tax.

(22) To purchase U.S. Treasury bonds issued prior to March 4, 1971 (commonly known as "flower bonds"), for the purpose of having the proceeds of said bonds applied in payment of any Federal estate tax on my estate.

(23) To make any reports of information of any sort whatsoever to any government as required by law or regulation.

(24) The power to open, continue, modify, terminate, access, view, make use of, and give instructions in regards to any financial, social media, or other account or arrangement of mine on the world wide web (also known as the internet) and/or on any other public or private network, and to access, view, and transfer any or all data owned by or concerning me in any format, including electronic or digital data, no matter where it is located, in North Carolina or another state or country. My agent may obtain password and/or login information, and have complete access to any electronic account maintained by me or on my behalf, including without limitation electronic mail and on-line financial accounts.

(25) To make gifts to such persons or institutions, in such amounts or proportions, as my Agent in its sole discretion, may deem appropriate $\frac{f(m)}{m}$ (initial here if you desire to grant this authority to your agent) subject to the limitations set forth in G.S. 32C-2-217.

To make gifts to my named agent, in such amounts or proportions, as my agent in its sole discretion may deem appropriate $\frac{1}{1000}$ (initial here if you desire to grant this authority to your agent), subject to the limitations set forth in G.S. 32C-2-217;

(26) My agent may exercise the following powers relating to support, personal affairs and health care:

The power to do any acts, including the disbursing of any monies belonging to me which, in the opinion of my agent, is necessary or proper for any purpose in connection with the support and maintenance of me, my spouse, and my dependents in accordance with our customary standard of living, including, but not limited to, provisions for housing, clothing, food, transportation, recreation, education, and the employing of any person whose services may be needed for such purposes;

The power to do any acts, including the disbursing of any monies belonging to me, which, in the opinion of my agent, are necessary or proper in connection with the conduct of my personal affairs, including, but not limited to, (i) continuation, use or termination of any charge or credit accounts, (ii) payments or contributions to any charitable, religious or educational organizations, (iii) dealing with my mail and representing me in any matter concerning the U.S. Postal Service, (iv) continuation or discontinuation of my membership in any club or other organization, and (v) acceptance of or resignation from, on my behalf, any offices or positions which I hold, including any fiduciary positions; and

The power to do any acts, including the disbursing of any monies belonging to me, which, in the opinion of my agent, are necessary or proper for any purpose in connection with the medical,

dental, surgical, psychiatric, or custodial care and treatment of me, my spouse, and my dependents, including, but not limited to, the power (i) to provide for such care and treatment at any hospital, nursing home or institution or for the employment of any physician, psychiatrist, nurse or other person whose services are needed for such care, (ii) to receive confidential medical information regarding me, (iii) to waive on my behalf any physician-patient or other privilege, (iv) to consent to the release of medical information, and (v) to consent to medical or psychiatric treatment, including administration of anesthesia, performance of operations, and other procedures on my body by physicians and surgeons and other medical personnel, including technicians, assistants, and nurses, working under the supervision of physicians and surgeons.

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/ AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider, and is in addition to, and not in replacement of, any similar authority given to my duly appointed health care agent under any health care power of attorney.

(27) To sign in my name all documents and papers necessary and proper to carry into effect the authority granted and the intentions expressed in the twenty-six (26) preceding paragraphs of this Power of Attorney.

And generally to transact all my business and to manage all of my property, affairs and interests, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my Agent shall deem useful, necessary, or proper in order to do any of the foregoing acts or to carry out any of the foregoing powers.

My Agent shall have full power of substitution and revocation, and such substitution or revocation may relate to, or be limited to, any one or more of all the foregoing acts or powers, or limited as to time or any other respect as my Agent shall deem proper.

And I hereby ratify and confirm all things done by my said Agent within the scope of the authority herein given, as fully and to the same extent as if by me personally done and performed.

In addition to the powers herein enumerated, I hereby give and grant to my Agent all of the powers set forth in North Carolina General Statues section 32C-1 et seq;, which powers are hereby incorporated herein by reference as of the date of my execution of this power of attorney. This incorporation of powers by reference is in accordance with North Carolina General Statutes section

32C-2-202

This Power of Attorney is executed pursuant to the General Statutes of North Carolina, Chapter 32C-1 et seq.; and it is my intention that this Power of Attorney shall continue in effect, notwithstanding my incapacity or incompetence; and my agent shall keep full and accurate records of all transactions in which my agent acts as my agent and of all of my property in my agent's hands and the disposition thereof;

No persons, firms, corporations, or agencies, governmental or otherwise, which shall pay money or deliver property of whatever kind to my Agent shall be under any obligation whatsoever to look to the disposition of such money or property by my Agent.

At my death an inventory and a copy of the last annual account shall be delivered to the personal representative of my estate along with the property then held by my Agent pursuant to this Power of Attorney. My personal representative shall not be responsible for any property of mine not covered in such inventory, but shall exercise reasonable care to determine all of such property then held by my Agent.

For the protection of banks, savings and loan institutions, corporations and their agents with which or with whom my Agent may deal in exercising the powers herein granted, I do hereby further represent that this Power of Attorney shall be and remain in full force and effect until by me revoked by written notice to the said banks, savings and loan institutions or other third parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this the 1914 day of May , 2022. unda E Marritt Sel (SEAL)

LINDA E. MERRITT SEI PRINCIPAL

NORTH CAROLINA:

SURRY COUNTY:

I, <u>PENNY</u> B. BOWMAN, a Notary Public of Surry County, North Carolina, do hereby certify that the principal, LINDA E. MERRITT SELF, personally appeared before me this day and acknowledged the execution of the foregoing Power of Attorney.

	Witness my hand and official seal,	this the $\underline{1946}$ day of _	May, 2022.
(SEAL)		Ready A	B. Bouman
PENNY B. BOWMAN NOTARY PUBLIC Surry County, North Carolina My Commission Expires	My Commission Exp	ires: 9/14/23	

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THIS INSTRUMENT PREPARED BY: BRIAN A. ROYSTER, ATTORNEY AT LAW

NORTH CAROLINA:

DURABLE POWER OF ATTORNEY

SURRY COUNTY:

KNOW ALL MEN BY THESE PRESENTS, That I, EDWARD H. SELF, of Surry County, North Carolina, the Principal, have made, constituted and appointed, and by these presents do make, constitute and appoint SAMANTHA SELF HIATT hereafter referred to as "My Agent", my true and lawful agent for me and in my name, place and stead to do the following acts and to exercise the following powers, and I intend that subject to the definitions hereinafter contained, the same be construed in the broadest possible manner:

(1) To endorse any and all checks, drafts or vouchers, and to cash the same or deposit their proceeds in my bank account; to sign and issue checks on any bank account in my name; and to make, execute and deliver, cancel, modify, buy, exchange, pledge, sell or otherwise acquire or dispose of any tangible or intangible property of mine by means of any type instrument necessary or advisable to accomplish the same.

(2) To manage, operate, protect and conserve all securities, interests and investments owned by me; to collect, hold or pay out or otherwise deal with the income therefrom or the principal thereof; and from time to time to make investments for me without any restriction whatsoever as to the kind of investment.

(3) To assign and transfer upon the books of any municipality, corporation, association or company any stocks, bonds or other securities which are now or may hereafter be registered in my name.

(4) To vote in person or by proxy at any corporate or other meeting and to effect, participate in or consent to any reorganization, merger, voting trust or other action affecting any securities which I now or may hereafter own, or the issues thereof, and to make payments in connection therewith.

(5) To enter into, perform, modify, extend, cancel, compromise or otherwise act with respect to any contract of any sort whatsoever.

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(6) To procure insurance against any and all risks affecting property or persons, and against liability, damage or claim of any sort; and to alter, amend, or cancel such insurance.

(7) To borrow money in such amounts for such periods and upon such terms as my Agent shall deem proper and to secure any loan by the mortgage or pledge of any property of mine.

(8) To pay any amount that may be owing at any time by me upon any contract, instrument or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

(9) With respect to any account in my name or in any other name for my benefit with any broker, bank, banker, or trust company, to make deposits therein and withdrawals therefrom, whether by check or otherwise, and to open, to continue, and to close such account or any similar account.

(10) To receive payment of any indebtedness due me or any money coming to me, and to receive payments of dividends, interest and principal and to give receipts, releases and acquittances therefore.

(11) To apply for and receive payment of the proceeds of any policies of insurance, of whatsoever kind, including, but without limitation, hazard insurance, liability insurance, and insurance on the life of another; and to deal as fully with reference to such policies of insurance as I myself might do, including, but without limitation, signing waivers and releases, modifying the quantity and/or the quality of coverage under such policies, changing the beneficiary or beneficiaries thereof, pledging such policies to third persons as security for loans made to me, and borrowing thereon on my behalf from the insurers;

(12) The power (i) to have access to any safe deposit box held in my name or in the joint names of me and any other person, (ii) to rent one or more safe deposit boxes for safekeeping of my assets, and (iii) to deal with the contents of any safe deposit box, including the removal of such contents;

(13) To buy, sell, exchange, mortgage, encumber, lease or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties, to partition real property, to manage real property, and to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof.

(14) The power to assign, transfer and convey all or any part of my real or personal property, or my interest in such property, to, and withdraw such property from (i) any revocable trust established by me or jointly with my spouse during my lifetime, or (ii) any revocable trust established by my agent during my lifetime which directs the trustee or trustees to administer the trust for my benefit and to distribute the trust property either to my estate or to the same beneficiaries as would have received such property if it had been part of my estate upon my death;

(15) To make, execute, and deliver, or to receive or obtain any lease, indenture of lease or contract for lease of any real property and any assignment of lease or indenture of lease and consent

of the assignment thereof, for such periods of time, and with such provisions for renewal, conditions, agreements, and covenants as my Agent shall deem proper; and to amend, extend, modify or cancel any of the terms, covenants or conditions, including covenants to pay rent of any lease, indenture of lease and contract to lease, whether heretofore or hereafter made, and to cancel, surrender and accept the surrender of any lease, indenture of lease, and contract to lease.

(16) To purchase or otherwise acquire any note, bond or mortgage, to assign, transfer, modify, extend or satisfy any instrument now or hereafter held by me in which I have any interest upon such terms as my Agent shall deem proper.

(17) To receive any legacy, bequest, devise, gift or transfer of real property or of tangible personal property and to give full receipt and acquittance therefore; to approve accounts of any business, estate, trust, partnership or other transaction whatsoever in which I may have interest of any nature whatsoever and to enter into any compromise and release in regard thereto and to make a qualified disclaimer on my behalf of any such legacy, bequest, devise or gift.

(18) To employ nurses and doctors, attorneys at law, domestic servants, agents and others, to remove them, and to appoint others in their place, and to pay and allow to them for their services such salaries, wages or other remuneration as my Agent shall deem proper.

(19) To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased or incompetent person, or any trust whether created by will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, defend, compromise or otherwise dispose of, and to appear for me, in any proceedings at law or in equity or otherwise before any tribunal for the enforcement of or defense of any such claim, and to retain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding.

(20) To arbitrate any claim in which I may be in any manner interested, and for that purpose to enter into agreements to arbitrate, and either through counsel or otherwise, to carry on such arbitration and perform or enforce any award entered therein.

(21) To prepare, execute, verify and file in my name and on my behalf any and all types of tax returns, amended return, declaration of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition to the Tax court of the United States, in connection with any tax imposed or purported to be imposed by any government, or claimed, levied or assessed by any government, and to pay any such tax and to obtain any extension of time for any of the foregoing, to execute waivers, or consents agreeing to a later determination and assessment to taxes than is provided by any statute of limitations; to execute waivers of restrictions on the assessment and collection of deficiency on any tax; to execute closing agreements and all other documents, instruments and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise, any proceeding in connection with contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition of any tax.

(22) To purchase U.S. Treasury bonds issued prior to March 4, 1971 (commonly known as "flower bonds"), for the purpose of having the proceeds of said bonds applied in payment of any Federal estate tax on my estate.

(23) To make any reports of information of any sort whatsoever to any government as required by law or regulation.

(24) The power to open, continue, modify, terminate, access, view, make use of, and give instructions in regards to any financial, social media, or other account or arrangement of mine on the world wide web (also known as the internet) and/or on any other public or private network, and to access, view, and transfer any or all data owned by or concerning me in any format, including electronic or digital data, no matter where it is located, in North Carolina or another state or country. My agent may obtain password and/or login information, and have complete access to any electronic account maintained by me or on my behalf, including without limitation electronic mail and on-line financial accounts.

(25) To make gifts to such persons or institutions, in such amounts or proportions, as my Agent in its sole discretion, may deem appropriate finited here if you desire to grant this authority to your agent) subject to the limitations set forth in G.S. 32C-2-217.

To make gifts to my named agent, in such amounts or proportions, as my agent in its sole discretion may deem appropriate ______ (initial here if you desire to grant this authority to your agent), subject to the limitations set forth in 0.5 32C-2-217;

(26) My agent may exercise the following powers relating to support, personal affairs and health care:

The power to do any acts, including the disbursing of any monies belonging to me which, in the opinion of my agent, is necessary or proper for any purpose in connection with the support and maintenance of me, my spouse, and my dependents in accordance with our customary standard of living, including, but not limited to, provisions for housing, clothing, food, transportation, recreation, education, and the employing of any person whose services may be needed for such purposes;

The power to do any acts, including the disbursing of any monies belonging to me, which, in the opinion of my agent, are necessary or proper in connection with the conduct of my personal affairs, including, but not limited to, (i) continuation, use or termination of any charge or credit accounts, (ii) payments or contributions to any charitable, religious or educational organizations, (iii) dealing with my mail and representing me in any matter concerning the U.S. Postal Service, (iv) continuation or discontinuation of my membership in any club or other organization, and (v) acceptance of or resignation from, on my behalf, any offices or positions which I hold, including any fiduciary positions; and

The power to do any acts, including the disbursing of any monies belonging to me, which, in the opinion of my agent, are necessary or proper for any purpose in connection with the medical,

dental, surgical, psychiatric, or custodial care and treatment of me, my spouse, and my dependents, including, but not limited to, the power (i) to provide for such care and treatment at any hospital, nursing home or institution or for the employment of any physician, psychiatrist, nurse or other person whose services are needed for such care, (ii) to receive confidential medical information regarding me, (iii) to waive on my behalf any physician-patient or other privilege, (iv) to consent to the release of medical information, and (v) to consent to medical or psychiatric treatment, including administration of anesthesia, performance of operations, and other procedures on my body by physicians and surgeons and other medical personnel, including technicians, assistants, and nurses, working under the supervision of physicians and surgeons.

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/ AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider, and is in addition to, and not in replacement of, any similar authority given to my duly appointed health care agent under any health care power of attorney.

(27) To sign in my name all documents and papers necessary and proper to carry into effect the authority granted and the intentions expressed in the twenty-six (26) preceding paragraphs of this Power of Attorney.

And generally to transact all my business and to manage all of my property, affairs and interests, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my Agent shall deem useful, necessary, or proper in order to do any of the foregoing acts or to carry out any of the foregoing powers.

My Agent shall have full power of substitution and revocation, and such substitution or revocation may relate to, or be limited to, any one or more of all the foregoing acts or powers, or limited as to time or any other respect as my Agent shall deem proper.

And I hereby ratify and confirm all things done by my said Agent within the scope of the authority herein given, as fully and to the same extent as if by me personally done and performed.

In addition to the powers herein enumerated, I hereby give and grant to my Agent all of the powers set forth in North Carolina General Statues section 32C-1 et seq;, which powers are hereby incorporated herein by reference as of the date of my execution of this power of attorney. This incorporation of powers by reference is in accordance with North Carolina General Statutes section

32C-2-202.

This Power of Attorney is executed pursuant to the General Statutes of North Carolina, Chapter 32C-1 et seq.; and it is my intention that this Power of Attorney shall continue in effect, notwithstanding my incapacity or incompetence; and my agent shall keep full and accurate records of all transactions in which my agent acts as my agent and of all of my property in my agent's hands and the disposition thereof;

No persons, firms, corporations, or agencies, governmental or otherwise, which shall pay money or deliver property of whatever kind to my Agent shall be under any obligation whatsoever to look to the disposition of such money or property by my Agent.

At my death an inventory and a copy of the last annual account shall be delivered to the personal representative of my estate along with the property then held by my Agent pursuant to this Power of Attorney. My personal representative shall not be responsible for any property of mine not covered in such inventory, but shall exercise reasonable care to determine all of such property then held by my Agent.

For the protection of banks, savings and loan institutions, corporations and their agents with which or with whom my Agent may deal in exercising the powers herein granted, I do hereby further represent that this Power of Attorney shall be and remain in full force and effect until by me revoked by written notice to the said banks, savings and loan institutions or other third parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this the $19^{h_{\pm}}$, 2022. day of _____ May (SEAL)

NORTH CAROLINA:

SURRY COUNTY:

I, <u>PENNY B. BOWAH</u> a Notary Public of Surry County, North Carolina, do hereby certify that the principal, EDWARD H. SELF, personally appeared before me this day and acknowledged the execution of the foregoing Power of Attorney.

Witness my hand and official seal, this the 19th day of Mar , 2022. Boleman (SEAL) My Commission Expires: 9/14/23 PENNY B. BOWMAN NOTARY PUBLIC Surry County, North Carolina My Commission Expires 9 14

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Property Owner's Consent & Authorization Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with <u>every</u> Application submittal.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

	Authorization by Property Owner(s)	
, Linda Self		
(property owner's print	ted legal name; include signatory name and title	if signing for a company)
swear and affirm that I am the c	owner of property at 6200 EN	nily La., Bolesville
	(property address, legal desci	iption; provide separate sheet if required)
as shown in the records of Wak	e County, North Carolina, which is the s	ubject of this Application
(Type and Case # PIN	: 1768-23-6815).
	ware of the Town's Application, fee(s), a	and procedural requirements, and
consent to this Application. I au	ithorize the below listed person(s) to su	bmit this Application and serve
as representative/point of conta Property Owner's Signature:	act for this Application.	lef shatted A 01/29/24
Applicant/Agent/Contact pers	ons:	Signature:
BARBARA TODE)	
American Engine	ering Associates-5	boutheast-PA
cell: 919-522-	280	1

Town of Rolesville Planning Department Property Owner's Consent & Authorization Form rolesvillenc.gov/planning Page 1 of 1



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In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

	Authorization by Property Owner(s)
I, EDWARD HENR (property owner's printe swear and affirm that I am the ow	of legal name; include signatory name and title if signing for a company) wner of property at <u>6200 EMILY A;</u> <u>Rolesn</u> , Le (property address, legal description; provide separate sheet if required)
as shown in the records of Wake (Type and Case #	County, North Carolina, which is the subject of this Application
I further affirm that I am fully aw	are of the Town's Application, fee(s), and procedural requirements, and
an representative (point of conta)	horize the below listed person(s) to submit this Application and serve ct for this Application.
Property Owner's Signature: 🥳	and steny by Suman the Sey Statte DA 1/29/24
Applicant/Agent/Contact perso	
Print: BARBARA TODD	Barbara Totk
Cell: 919-522-24	301

Town of Rolesville Planning Department Property Owner's Consent & Authorization Form rolesvillenc.gov/planning Page 1 of 1

PROPOSED ZONING CONDITIONS FOR THE MERRITT PROPERTY

MAP AMENDMENT REQUEST

REZ-24-01

PINS 1758-23-6815, 1768-23-6815 AND 1768-32-8863 February 1, 2024 Amended April 11, 2024 Amended June 26, 2024

- 1. A Reimbursement Agreement for the construction of Fowler Road extension will be completed between the developer and the Town of Rolesville prior to the approval of the final plat.
- 2. TOWNHOUSES:
 - a. Rolled curb shall be permitted.
 - b. Garage doors may be single or double.
 - c. No townhouse structure shall contain more than six units.
 - d. The developer retains the option to build private streets in the Townhouse sections.
- 3. SINGLE-FAMILY RESIDENTIAL
 - a. General architectural requirements of the neighborhoods will be governed by recorded conditions, covenants, and restrictions. The developer shall submit a copy of the conditions, covenants, and restrictions to the Town of Rolesville to allow the Town Attorney to review them before recordation.
 - b. A Homeowners Association shall be responsible for maintaining all common open space.
- Construction of the on-site amenities including a minimum of a swimming pool, clubhouse, two tennis courts, and two pickleball courts shall begin when the 300th building permit is issued.
- 5. Lighting shall be prohibited at the active play court.
- 6. Subject to the approval of the United States Postal Service, the developer shall provide at least four mail kiosks separated by at least five-hundred linear feet within the subdivision for mail service.
- 7. The Zoning Exhibit (Sketch Plan) shall be generally the plan to be presented to the Town as a Preliminary Plat. Additional information, such as wetlands, soil borings, market conditions and further reviews by Town staff may cause alterations to the plan.
- 8. This will be an age-restricted development for residents age 55 and older. Age restrictions will be enforced by deed restrictions according to standards set by Fair Housing regulations per the US Department of Housing and Urban Development. (condition added June 26, 2024)