LOCATION: This site is located on the south side of New Bern Avenue, east of Farris Court at 2300 New Bern Avenue.

REQUEST: Development of a 1.13 acre tract zoned OX-3 (Office Mixed-Use) into a 5 (five) lot subdivision. The site development will have 4 residential lots totaling 36,517 sf/.64 acres & 1 common area lot of 11,665 sf/.27 acres. Site development also includes 1,350 sf/.031 acres of right-of-way dedication along Farris Court.

ADMINISTRATIVE ALTERNATE: A-33-19 on 5/13/19: Relief from the Neighborhood Transition Yards.

DESIGN ADJUSTMENT(S)/ALTERNATES, ETC: SPR-0110-2020: DSLC - Site Permitting Review/Major [Signature Set]

FINDINGS: City Administration finds that this request, with the below conditions of approval being met, conforms to the Unified Development Ordinance. This approval is based on a preliminary plan dated December 20, 2019 by Pabst Design Group.

CONDITIONS OF APPROVAL and NEXT STEPS:

This document must be applied to the second sheet of all future submittals except for final plats. This is a preliminary plan and as such no permits have been issued with this approval. To obtain permits and/or completion of the project, the following steps are required:

SITE PERMITTING REVIEW - For land disturbance of 12,000 square feet or greater, public or private infrastructure, shared stormwater devices, etc. Site Permitting Review may be submitted upon receipt of this signed approval document.

The following items are required prior to approval of Site Permitting Review plans:

General

1. The applicant amends Lot 5, as shown on the preliminary subdivision sheet C2.0, by adding a note: "Common Area Lot" with the lot # reference on the SPR (Site Permit Review) & Recorded Plat plans.

2. A note is placed on the SPR (Site Plan Review) coversheet & summary information table stating that Primary Street Determination for Lot 1 is New Bern Avenue, per the COR Primary Street Determination & TC-5A-18.

Engineering

3. A right-of-way obstruction permit must be obtained from Right-of-way Services prior to the commencement of any construction activities within the right-of-way.

4. Required NCDOT encroachment and/or driveway permits must be approved and copies provided to Development Services – Development Engineering prior to concurrent review approval.
Public Utilities

5. A deed shall be recorded prior to concurrent approval for all necessary offsite City of Raleigh Sanitary Sewer Easements to accommodate future sewer line construction.

Stormwater

6. A nitrogen offset payment must be made to a qualifying mitigation bank (UDO 9.2.2.B).

7. A surety equal to the cost of clearing, grubbing and reseeding a site, shall be paid to the City (UDO 9.4.4).

☑️ LEGAL DOCUMENTS - Email to legaldocumentreview@raleighnc.gov. Legal documents must be approved, executed, and recorded prior to or in conjunction with the recorded plat on which the associated easements are shown. Copies of recorded documents must be returned to the City within one business day of recording to avoid withholding of further permit issuance.

☒ Sidewalk Easement Required
☒ Utility Placement Easement Required
☒ City Code Covenant Required

☑️ RECORDED MAP(S) - Submit plat to record new property lines, easements, tree conservation areas, etc.). Plats may be submitted for review when the Site Permitting Review plans, if required, have been deemed ready for mylar signature.

The following items must be approved prior to recording the plat:

General

1. The City Code Covenant shall be approved by the City and recorded with the county register of deeds office where the property is located and a copy of the recorded document shall be provided to the City by the end of the next business day following the recordation of the final plat. Further recordings and building permits will be withheld if the recorded document is not provided to the City.

2. The case #: A-33-19 is noted on all plat recordings, with approval date, as shown on the approved preliminary subdivision plan set, for the variance for relief of providing a Neighborhood Transition Yard.

3. A note is placed on all recorded plats stating that Primary Street Determination for Lot 1 is New Bern Avenue, per the COR Primary Street Determination & TC-5A-18.

4. That Lot 5 be labeled on all maps for recording as "Common Area Lot" and that a note be placed on all maps for recording stating "Lot 5 to be owned and maintained by the Homeowners Association.

5. A demolition permit shall be issued and this building permit number shown on all maps for recording.

Engineering
6. A 5’ utility placement easement and associated deed of easement shall be approved by the City and the location of the easement shall be shown on the map approved for recordation. The deed of easement shall be recorded at Wake County Register of Deeds within one day of recordation of the recorded plat. A recorded copy of these documents must be provided to the Development Services Department within one day from authorization of lot recordation. If recorded copies of the documents are not provided, further recordings and building permit issuance will be withheld.

7. A sidewalk deed of easement for any public sidewalk on private property shall be approved by City staff, and the location of the easement shall be shown on the map approved for recordation. The deed of easement shall be recorded at Wake County Register of Deeds within one day of recordation of the plat. A recorded copy of this document shall be provided to the Development Services Department within one day from authorization of lot recordation. If a recorded copy of this document is not provided, further recordings and building permit issuance will be withheld.

8. A public infrastructure surety is provided to the City of Raleigh Development Services – Development Engineering program (UDO 8.1.3).

9. A fee-in-lieu for 6’ sidewalk across the New Bern Avenue frontage is paid to the City of Raleigh (UDO 8.1.10).

10. The required right of way for proposed and/or existing streets shall be dedicated to the City of Raleigh and shown on the map approved for recordation.

Public Utilities

11. Infrastructure Construction Plans (concurrent submittal) must be approved by the City of Raleigh Public Utilities Department for all public water, public sewer and/or private sewer extensions.

Stormwater

12. The maximum allocated impervious area for all applicable lots in the subdivision should be identified on all maps for recording.

13. The riparian buffers, in accordance with the preliminary plan and the State of North Carolina regulations, shall be shown on plats for recording along with required buffer statement (Recorded Map Checklist).

14. All stormwater control measures and means of transporting stormwater runoff to and from any nitrogen and stormwater runoff control measures shall be shown on all plats for recording as private drainage easements (UDO 9.2).

Urban Forestry

15. A public infrastructure surety for street trees is provided to the City of Raleigh Development Services – Development Engineering program (UDO 8.1.3).

☐ BUILDING PERMITS - For buildings and structures shown on the approved plans. Commercial building permit plans must include the signed, approved Site Permitting Review plans attached, if applicable. Permit sets may be reviewed prior to the recordation of required plats, but cannot be approved.
The following items must be approved prior to the issuance of building permits:

General

1. A recorded copy of the subdivision plat & legal documents are approved and recorded with the Wake Co. Register of Deeds.

2. Comply with all conditions of A-33-19.

3. A note is placed on all building plans coversheet & summary information table stating that Primary Street Determination for Lot 1 is New Bern Avenue, per the COR Primary Street Determination & TC-5A-18.

Urban Forestry

4. A tree impact permit must be obtained for the approved streetscape tree installation in the right of way. This development proposes (8) understory street trees along New Bern Ave. and (7) shade street trees along Farris Court.

The following are required prior to issuance of building occupancy permit:

General

1. Required public right-of-way infrastructure improvements shall be, at a minimum, sufficiently completed to provide the necessary, safe emergency and vehicular access.

2. All street lights and street signs required as part of the development approval are installed.

EXPIRATION DATES: If significant construction has not taken place on a project after preliminary subdivision approval, that approval may "sunset" and be declared void, requiring re-approval before permits may be issued. To avoid allowing this preliminary approval to "sunset", the following must take place by the following dates:

3-Year Sunset Date: July 4, 2023
Record at least ½ of the land area approved.

5-Year Sunset Date: July 4, 2025
Record entire subdivision.

I hereby certify this administrative decision.

Signed: ____________________________________________________________________ Date: 02/05/2020

Development Services Dir/Designee

Staff Coordinator: Jermont Purifoy
1. ALL UTILITY WORK SHALL BE Done in ACCORDANCE with the PLANS and SPECIFICATIONS and the REQUIREMENTS of the CITY OF RALEIGH, STATE LAW, AND OTHER APPLICABLE LAWS AND ORDINANCES.

2. THE CONTRACTOR SHALL COMPLY AT ALL TIMES WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, STANDARDS AND GUIDELINES. THE CONTRACTOR OR PERSONS AUTHORIZED BY THE CONTRACTOR SHALL NOT PERFORM ANY WORK, WHETHER OR NOT INCLUDED IN THE CONTRACT, WITHOUT FIRST SECURING THE RELEVANT PERMITS, LICENSES AND APPROVALS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING, COMMISSIONING, TESTING AND INSPECTING ALL PROPOSED UTILITY CONSTRUCTION.

4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE RELEVANT UTILITY COMPANY, WITNESSED BY THE CONTRACTOR. THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH ALL RELEVANT LAWS, ORDINANCES, REGULATIONS AND GUIDELINES.

5. ALL UTILITY SYSTEMS SHALL BE DESIGNED, INSTALLED AND TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF RALEIGH AND ANY OTHER APPLICABLE REGULATIONS.

6. THE CONTRACTOR SHALL PERFORM ALL WORK IN A MANNER THAT IS SAFE AND HAZARD FREE.

7. THE CONTRACTOR SHALL ADEQUATELY PROTECT ALL EXISTING WATER AND SEWER MAINS AND OTHER UTILITY SYSTEMS.

8. THE CONTRACTOR SHALL NOT PERFORM ANY WORK, WHETHER OR NOT INCLUDED IN THE CONTRACT, WITHOUT FIRST SECURING THE RELEVANT PERMITS, LICENSES AND APPROVALS.

9. ALL UTILITY WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF RALEIGH AND ANY OTHER APPLICABLE REGULATIONS.

10. ALL UTILITY WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF RALEIGH AND ANY OTHER APPLICABLE REGULATIONS.

11. THE CONTRACTOR SHALL REMOVE AND REPAIR ANY DAMAGE CAUSED TO-waterlines, sewer lines, or other utilities.

12. THE CONTRACTOR SHALL NOTIFY THE CITY OF RALEIGH OF ALL UTILITY WORK CONFOUNDED WITH ANY PUBLIC UTILITY SYSTEM.

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