

Petition for Annexation into the Raleigh City Limits



Department of City Planning | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2682

RECEIVED
FEB 07 2020
 BY: *[Signature]*

Section A Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input type="checkbox"/>	Written metes and bounds description of the property to be annexed must be attached to this application. See page 2.	
<input type="checkbox"/>	Electronic Word document of the written metes and bounds must be e-mailed to: Kyle.Little@raleighnc.gov or Hannah.Reckhow@raleighnc.gov	
<input type="checkbox"/>	Survey or Plat showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible.	
<input type="checkbox"/>	City or County Property Map with parcels included in the annexation request clearly marked. An excerpt of a property map is acceptable, but the map number must appear on the excerpt. This map must show the existing and proposed city limits .	
<input type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan showing City Building Permit Transaction Number or Group Housing Number (GH-_____-13, etc.) or <i>N/A</i>	Copy of Subdivision Plat submitted for lot recording approval with City file number (S-_____-13, etc.) <i>N/A</i>
<input type="checkbox"/>	Projected Market Value of Development at build-out (land and improvements).	
<input type="checkbox"/>	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.	
Required, but often missing information. Please make sure to include the following:		
<input type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Wake County Geographic Information Services at 919-856-6360, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for annexation is only a portion of an existing parcel.	
<input type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature MUST be filled in!</u>	
<input type="checkbox"/>	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/>	Rezoning Application , if the property is currently outside <u>Raleigh's Extraterritorial Jurisdiction</u> .	
Optional, but necessary if petitioner desires to have development project waived from paying outside sewer connection charges prior to annexation effective date.		
<input type="checkbox"/>	Standard Payment Contract should be <u>dated, signed and notarized</u> and submitted with this application (see Section E).	

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Development at any time. There are no fees required for submittal of an annexation petition. The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.

(The City reserves the right to make exceptions to this general processing schedule when necessary.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name *N/A*

Street Address *3523 TAYLOR ROAD, RALEIGH, NC 27603-2947*

City of Raleigh Subdivision approval #
(S-_____-_____) or

Building Permit Transaction #
_____ or

Group Housing #
(GH-_____-_____-_____))

Wake County Property Identification Number(s) list below

P.I.N. *0782 969 718*

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site *0.94*

Linear Feet of Public Streets within Annexation Boundaries *270 ft*

Annexation site is requesting connection to City of Raleigh Water and/or Sewer

Number of proposed dwelling units *existing - 2 (But on single well now)*

Type of Units:

Single Family

Townhouse _____

Condo _____

Apartment _____

Building Square Footage of Non-Residential Space *N/A*

Specific proposed use (office, retail, warehouse, school, etc.) *continued as residential*

Projected market value at build-out (land and improvements) \$ *same as today - \$150,000*

Person to contact if there are questions about the petition *RAY STARLING*

Name *RAY STARLING*

Address *5312 RICHLAND DRIVE, RALEIGH, NC 27612*

Phone *919-332-3963*

Fax # *N/A*

Email *ray_starling@yahoo.com*

Written metes and bounds description of property to be annexed: Attach additional sheets if necessary.

An electronic copy in word format must be e-mailed to: Kyle.Little@raleighnc.gov or Hannah.Reckhow@raleighnc.gov

emailed 2/5/2020 @ 8:30 PM.

Section D Annexation Petition

State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Raleigh, North Carolina. The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Subdivision Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:

Contiguous to the present corporate limits of the City of Raleigh, North Carolina, or

Not Contiguous to the municipal limits of the City of Raleigh, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the City of Raleigh, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes No *No.*

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 5th day of February, 2020 by the owners of the property described in Section C.

Owner's Signature(s)

Signature Raymond A. Starling Date 2-5-2020
 Signature Sina J. Starling Date 2-5-2020
 Signature _____ Date _____
 Signature _____ Date _____

Corporate Seal

Print owner name(s) and information

Name RAYMOND STARLING Phone 919-332-3963
 Address 5312 RICHLAND DRIVE, RALEIGH, NC 27612
 Name TINA STARLING Phone 919-332-3965
 Address 5312 RICHLAND DRIVE, RALEIGH, NC 27612
 Name _____ Phone _____
 Address _____
 Name _____ Phone _____
 Address _____

Above signature(s) attested by

Received by the City Council of Raleigh, North Carolina, this _____ day of _____, 20____, at a Council meeting duly held.
 Signature of City Clerk and Treasurer _____

Section E Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 10-6081(c), which is generally a \$200 fee per dwelling, business, or industrial unit charged at the time sewer connection permit is issued if a property is outside the city limits, petitioner should submit the standard payment contract (see **Agreement**, pages 4-5). The project will be eligible for waiver of this sewer connection fee: (1) if corresponding petition is administratively recommended to be approved by City Council and (2) if the following payment contract has been submitted to the City with appropriate signatures.

State of North Carolina	County of Wake	Agreement
<p>This Agreement ("the Agreement") is made this the _____ day of _____, year of _____ by and between the City of Raleigh, North Carolina, (the "City") and _____, (the "Owner");</p>		
WITNESSETH		
<p>WHEREAS, The Owner has petitioned the City to be annexed into the corporate City limits, City File No. _____;</p> <p>WHEREAS, The Owner has initiated a development project at _____, City file _____, and said development contains sewer connections with the utility system of the City; and</p> <p>WHEREAS, The parties hereto intend that during the pendency of the annexation petition, and after the petition has been recommended by staff to be approved by the City Council, the Owner should pay the City the same utility connection charges paid for developments located inside the corporate limits of the City, and further, if the City Council rejects the petition, then within thirty days following said rejection, the Owner shall pay additional moneys so that the total payment by Owner to the City is the same utility connection charges paid for developments located outside the City limits as set forth in Raleigh City Code Section 10-6081(c).</p> <p>NOW THEREFORE, in consideration for the mutual promises contained herein and other valuable consideration, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:</p> <ol style="list-style-type: none"> 1. Owner will be allowed to commence development without paying the City outside sewer connection charges. 2. That in the event that the annexation petition made by Owner is rejected by the City, Owner shall pay to the City all sewer connection fees required of developments located outside the City limits, as set forth in Raleigh City Code Section 10-6081 (c). Full payment shall be made within thirty days following the action of the City to deny the annexation petition. 3. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the City in any cause of action for collection shall be entitled to interest at ten percent per annum plus reimbursement for all collection costs, including reasonable attorney fees. 4. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the Owner agrees to allow the City to retain, as liquidated damages, any and all reimbursements owed to Owner by the City. 5. All rights granted herein in favor of the City are cumulative and supplemental to any other powers the City may have, and the rights established herein in favor of the City shall not in any way diminish or restrict the City from exercising its police powers. 6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. 7. This Agreement may only be amended in writing signed by the parties hereto or their respective successors. 8. This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of North Carolina. 9. The parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, gender, age, handicap, or sexual orientation with reference to the subject matter of this Agreement, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of the City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. 		
<p>In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.</p>		
<p>Owner By _____ Attest _____</p>		

The City
 By _____ Attest _____
 Ruffin L. Hall, City Manager Gail G. Smith, City Clerk

North Carolina **Wake**

This is to certify that on the _____ day of _____ in the year _____, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and Ruffin L. Hall is the City Manager of the City of Raleigh, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation, that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

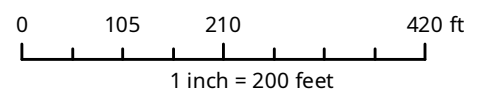
Notary Public	Seal
Witness my hand and official seal this the _____ day of _____ in the year _____. Notary Public _____ My commission expires _____	

Add appropriate notarized acknowledgement for owner such as individual owners, corporation owners, partnership owners, or limited liability corporation (LLC) owners.

X

Legal Description of Property at 3523 Tryon Road

BEGINNING at a stake at the point where the southern line of S.R. #1009 intersects the eastern line of S.R. #1372; and runs thence along the southern line of S.R. #1009 South 57 degrees 46' 30" East 272.86 feet to an iron pipe, the northwestern corner of Tract A of the Rubie Hayes Strickland Property as recorded in Book of Maps 1981 at Page 805, Wake County Registry; runs thence along the western line of Tract A South 26 degrees 55' West 179.16 feet to an iron pipe; runs thence North 72 degrees 25' 10" West 213.43 feet to a stake in the eastern line of S.R. #1372; runs thence along the eastern line of S.R. #1372 North 12 degrees 33' 41" East 246.74 feet to the point of Beginning, all in accordance with a survey by John Y. Phelps, Jr., Registered Surveyor, dated September 8, 1982.

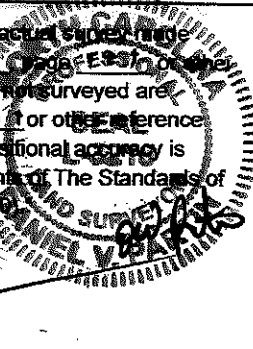


Disclaimer

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

"I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 500 Page 1530 of the reference source _____ that the boundaries not surveyed are indicated as drawn from information in Book 500 page 1530 or other reference source _____; that the ratio of precision or positional accuracy is 1/30,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1000)

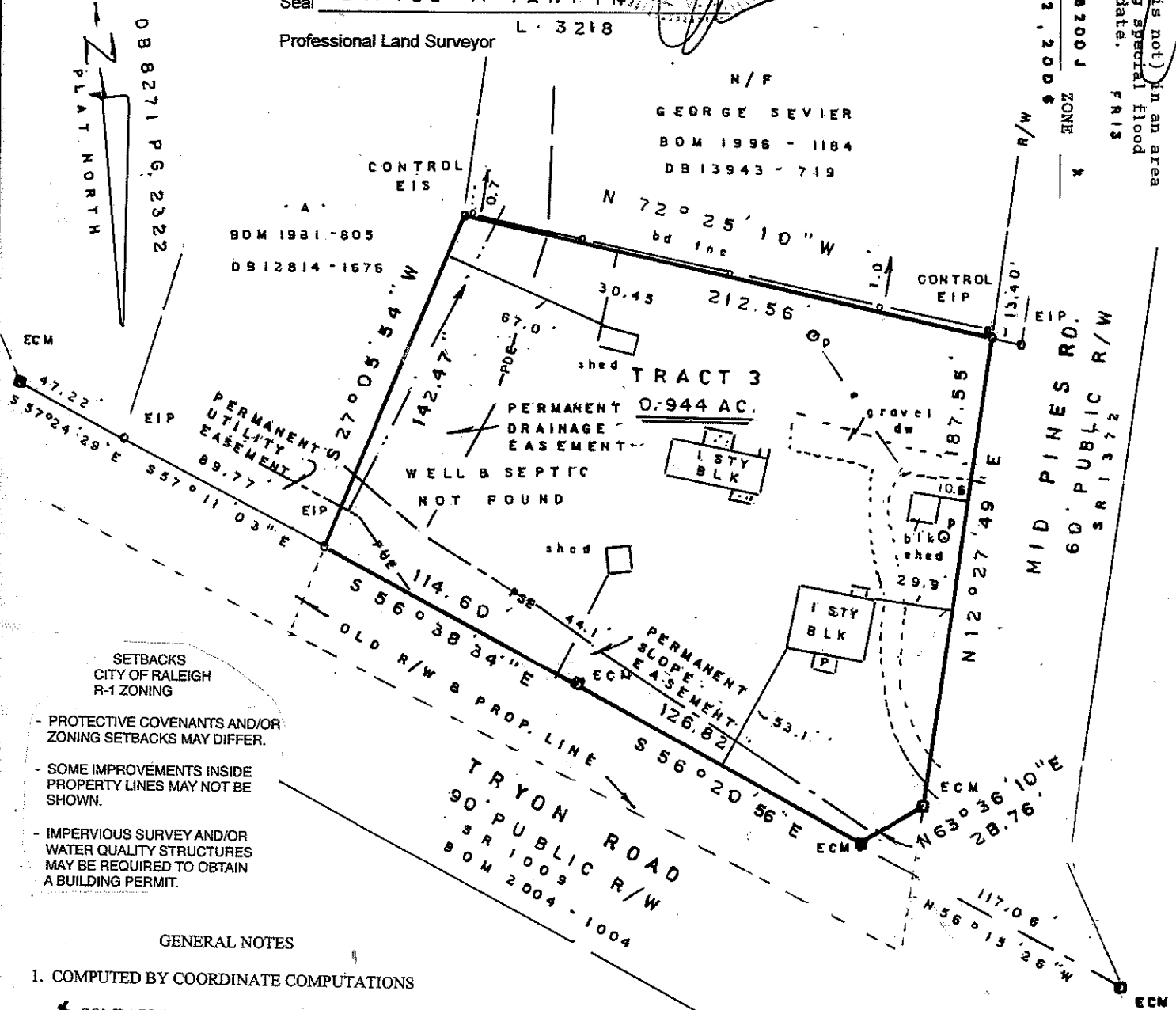
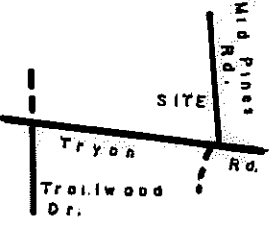
This 14 day of Jan 2017
 Seal DANIEL V. PARTIN
 L. 3218
 Professional Land Surveyor



The property (not) in an area designated as having special flood hazards as of this date. FRI 3

FEMA MAP # 3720078200J ZONE X
 MAY 2, 2006

VICINITY MAP NTS



- SETBACKS CITY OF RALEIGH R-1 ZONING
- PROTECTIVE COVENANTS AND/OR ZONING SETBACKS MAY DIFFER.
 - SOME IMPROVEMENTS INSIDE PROPERTY LINES MAY NOT BE SHOWN.
 - IMPERVIOUS SURVEY AND/OR WATER QUALITY STRUCTURES MAY BE REQUIRED TO OBTAIN A BUILDING PERMIT.

GENERAL NOTES

1. COMPUTED BY COORDINATE COMPUTATIONS
 COMPASS RULE ADJUSTMENT
 NO ADJUSTMENT
2. THIS IS TO CERTIFY THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
3. ALL DISTANCES ARE HORIZONTAL GROUND

- RIPARIAN REGULATIONS MAY APPLY TO THIS PROPERTY.



SCALE

NOTES

- SEE _____ FOR CERTIFICATIONS, NOTES AND STATEMENTS.
- IMPERVIOUS AREAS, WETLANDS, BUFFERS, UTILITIES, BURIAL GROUNDS, SPRINKLER HEADS, & ZONING REGULATIONS, NOT DETERMINED.
- THIS PLAT HAS NOT BEEN REVIEWED BY ANY GOVERNMENT AGENCY FOR COMPLIANCE WITH SUBDIVISION REGULATIONS.
- SUBJECT TO RECORDED & UNRECORDED EASEMENTS, AND RESTRICTIVE COVENANTS.
- THIS PLAT NOT FOR RECORDING.

REFERENCES

- DB 8271 - 2322 (TRACT 3)
- OB Mason
- PLN 0782 96 9718

LEGEND

- EIP = EXIST. IRON PIPE
- NIP = NEW IRON PIPE
- EIS = EXIST IRON STAKE
- NIS = NEW IRON STAKE
- ECM = EX. CONC MON.

REVISED JAN. 19, 2017

DATE JAN. 14, 2017 JAN. 17, 2017	SURVEY OF TRACT 3, O. B. MASON	SCALE 1" = 60'
SURVEYED BY DVP	SWIFT CREEK TWSP., WAKE CO., NC	DRAWN BY DVP
FIELD BOOK 2016-340	SURVEY FOR RAYMOND A. STARLING TINA T. STARLING	Surveyed By
PROJECT 10247-17	3523 TRYON RD. RALEIGH NC 27603	DANIEL V. PARTIN, PLS 200 WENDY COURT CARY, NC 27511 (919) 469-4683