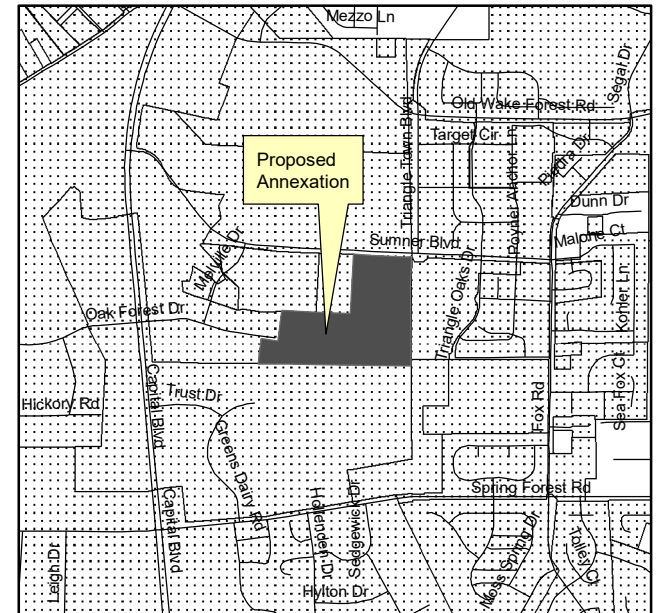





1 inch = 583 feet

3900 SUMNER BLVD CONTIGUOUS PETITION ANNEXATION PROPOSED EFFECTIVE 5/1/22



-  Proposed City Limits
-  Existing City Limits
-  ETJ

1 inch = 2,083.33333 feet



ANNEXATION ORDINANCE# _____

ORDINANCE ADOPTION DATE _____

APPROVED EFFECTIVE DATE _____

Subdivision or Building Permit Transaction Reference Number _____

Council District B

Annexation Case File# AX-4-2022

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE ON IT AS TO METES AND BOUNDS OF INDIVIDUAL PROPERTIES MAY BE MADE.

This exhibit meets all statutory requirements for recording. _____

Planning Director / Wake County Review Officer

Date

Building Square Footage of Non-Residential Space:	
Specific proposed use (office, retail, warehouse, school, etc.): _____	
Projected market value at build-out (land and improvements): \$ 6,500.00	
Applicant Contact Information	
Property Owner(s): Triangle Town Center Holding, LLC	
Primary Mailing Address: 2013 Rolling Rock Road, Wake Forest, NC 27587	
Phone:	Email:
Project Contact information (if different that property owner)	
Contact(s): Isabel Mattox	
Primary Mailing Address: 127 W Hargett Street, Suite 500 Raleigh, NC 27601	
Phone: 919-828-7171	Email: isabel@mattoxlawfirm.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: JP.Mansolf@raleighnc.gov or Carmen.Kuan@raleighnc.gov .	

RECEIVED*By Carmen Kuan at 10:26 am, Feb 17, 2022*

Section C 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 B) 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 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 The undersigned certify that they have researched the assessment lien rolls of the City (located at <https://raleighnc.gov/services/doing-business/assessment-liens>), and that the property described in this application, including any portion thereof, ☐ is / ☐ is not (mark one) listed on any of the City's assessment lien rolls. If the property, or any portion thereof, is listed on the City's assessment lien rolls, the account number[s] for such assessment is _____.

Part 3 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. §160D-108 and G.S. §160D-108.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? ☐ Yes ☒ 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 _____ day of _____, 2022 by the owners of the property described in Section B.

DocuSigned by:
Owner's Signature(s):
 Signature Mark Tipton Date _____
6F45099CF2E6419...
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

Corporate Seal**Print Owner Name(s) and Information:**

Name: Mark Tipton Phone: _____
 Address: _____

Name: _____ Phone: _____
 Address: _____

Above signature(s) attested by:

DocuSigned by:

958904DC05C749B...

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

Signature of the City Clerk and Treasurer: _____**RECEIVED****By Carmen Kuan at 10:25 am, Feb 17, 2022**

REVISION 07.28.21

raleighnc.gov

Section D Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 8-2004 (a) and (b), 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

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");

W I T N E S S E T H

WHEREAS, The Owner has petitioned the City to be annexed into the corporate City limits, City File No. _____;

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

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 8-2004 (a) and (b).

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:

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 8-2004 (a) and (b). 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 actual or perceived age, mental or physical disability, sex, religion, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin 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 Raleigh City Code, Section 4-1004, 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.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

Owner

By _____ Attest _____

The City

By _____ Attest _____
 Marchell Adams-David, 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 Marchell Adams-David 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 of _____.

Notary Public: _____

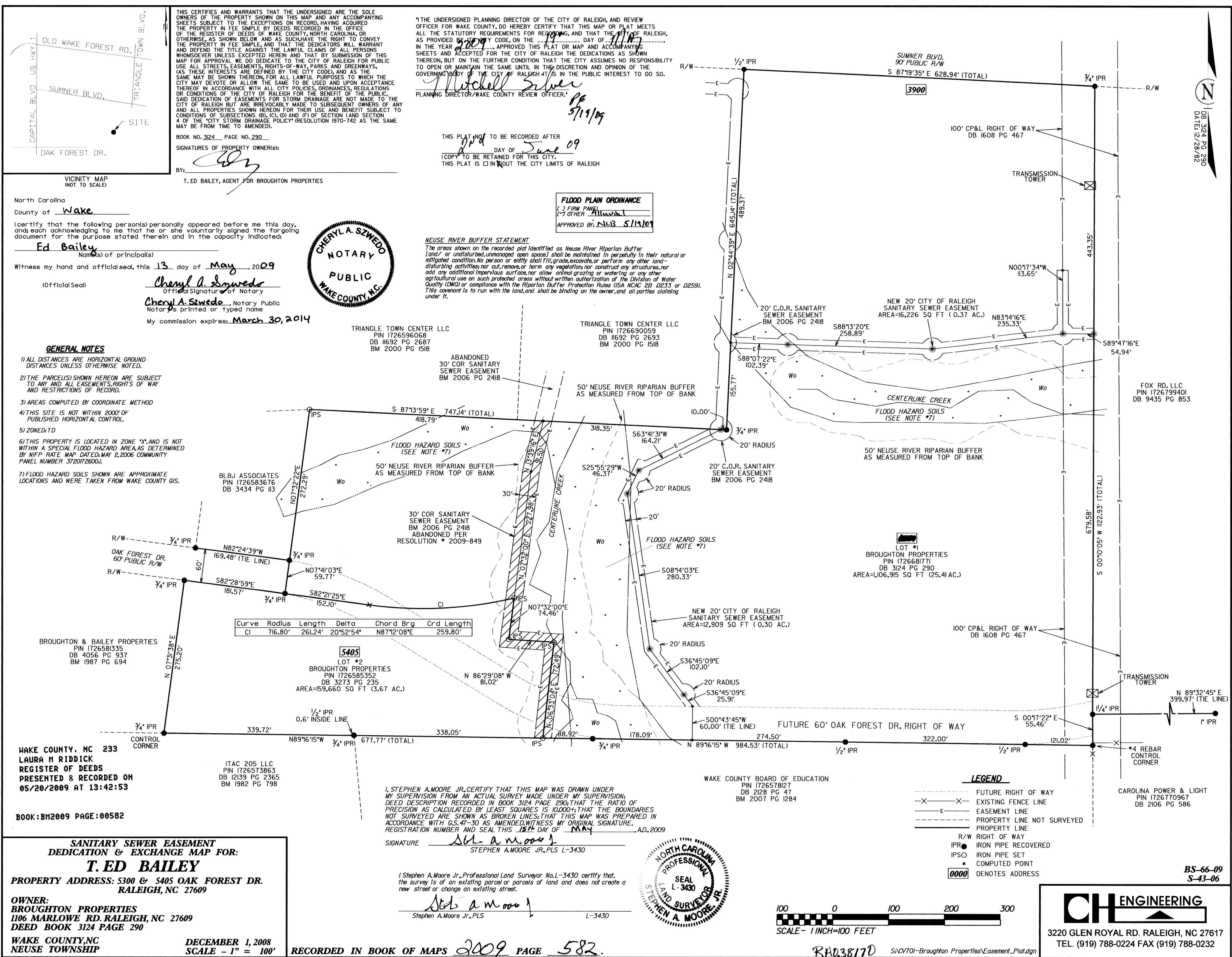
My commission expires _____

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

Section E 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"/>	Annexation Petition Fee (see the Development Fee Guide webpage for current fee)	
<input type="checkbox"/>	Written metes and bounds description of the property to be annexed must be attached to this application. See page 1	
<input type="checkbox"/>	Electronic Word document of the written metes and bounds must be e-mailed to: JP.Mansolf@raleighnc.gov or Carmen.Kuan@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. The survey or plat, if not already recorded, must be signed by a land surveyor licensed in the State of NC. The survey must be valid for the purposes of recording as set forth in NC General Statute § 47-30.	
<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	Copy of Subdivision Plat submitted for lot recording approval with City file number (S-_____-13, etc.)
<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 , pages 1 and 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 Raleigh's Extraterritorial Jurisdiction .	
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 D).	



THIS CERTIFIES AND WARRANTS THAT THE UNDERSIGNED ARE THE SOLE OWNERS OF THE PROPERTY SHOWN ON THIS MAP AND ANY ACCOMPANYING SHEETS SUBJECT TO THE EXCEPTIONS ON RECORD, HAVING ACQUIRED THE PROPERTY IN FEE SIMPLE BY DEEDS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF WAKE COUNTY, NORTH CAROLINA, OR OTHERWISE, AS SHOWN BELOW AND AS SUCH, HAVE THE RIGHT TO CONVEY THE PROPERTY IN FEE SIMPLE, AND THAT THE DEDICATORS WILL WARRANT AND DEFEND THE TITLE AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER UNLESS EXCEPTED HEREIN AND THAT BY SUBMISSION OF THIS MAP FOR APPROVAL WE DO DEDICATE TO THE CITY OF RALEIGH FOR PUBLIC USE ALL STREETS, EASEMENTS, RIGHTS-OF-WAY, PARKS AND GREENWAYS, (AS THESE INTERESTS ARE DEFINED BY THE CITY CODE), AND AS THE SAME MAY BE SHOWN THEREON, FOR ALL LAWFUL PURPOSES TO WHICH THE CITY MAY DEVOTE OR ALLOW THE SAME TO BE USED AND UPON ACCEPTANCE THEREOF IN ACCORDANCE WITH ALL CITY POLICIES, ORDINANCES, REGULATIONS OR CONDITIONS OF THE CITY OF RALEIGH FOR THE BENEFIT OF THE PUBLIC. SAID DEDICATION OF EASEMENTS FOR STORM DRAINAGE ARE NOT MADE TO THE CITY OF RALEIGH BUT ARE IRREVOCABLY MADE TO SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT SUBJECT TO CONDITIONS OF SUBSECTIONS (B), (C), (D) AND (F) OF SECTION 1 AND SECTION 4 OF THE CITY STORM DRAINAGE POLICY (RESOLUTION 1970-742 AS THE SAME MAY BE FROM TIME TO AMENDED).

BOOK NO. 3124 PAGE NO. 290

SIGNATURES OF PROPERTY OWNER(S):

BY: *[Signature]*

T. ED BAILEY, AGENT FOR BROUGHTON PROPERTIES

"THE UNDERSIGNED PLANNING DIRECTOR OF THE CITY OF RALEIGH, AND REVIEW OFFICER FOR WAKE COUNTY, DO HEREBY CERTIFY THAT THIS MAP OR PLAT MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING, AND THAT THE CITY OF RALEIGH, AS PROVIDED BY THE CITY CODE, ON THE 19 DAY OF MAY, IN THE YEAR 2009, APPROVED THIS PLAT OR MAP AND ACCOMPANYING SHEETS AND ACCEPTED FOR THE CITY OF RALEIGH THE DEDICATIONS AS SHOWN THEREON, BUT ON THE FURTHER CONDITION THAT THE CITY ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL IN THE DISCRETION AND OPINION OF THE GOVERNING BODY OF THE CITY OF RALEIGH IT IS IN THE PUBLIC INTEREST TO DO SO.

[Signature]

PLANNING DIRECTOR/WAKE COUNTY REVIEW OFFICER.

THIS PLAT IS TO BE RECORDED AFTER 09 DAY OF June 09

(COPY TO BE RETAINED FOR THIS CITY)

THIS PLAT IS OUT OF THE CITY LIMITS OF RALEIGH

FLOOD PLAIN ORDINANCE

[] FIRM PANEL

[] OTHER

APPROVED BY: *[Signature]* 5/19/09

NEUSE RIVER BUFFER STATEMENT

The areas shown on the recorded plat identified as Neuse River Riparian Buffer Land, or undisturbed, unmanaged open space, shall be maintained in their natural or mitigated condition. No person or entity shall fill, grade, excavate, or perform any other land-disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures; nor add any additional impervious surfaces; nor allow animal grazing or watering or any other agricultural use on such protected areas without written authorization of the Division of Water Quality (DWQ) or compliance with the Riparian Buffer Protection Rules (15A NCAC 2B .0233 or .0259). This covenant is to run with the land, and shall be binding on the owner, and all parties claiming under it.

North Carolina

County of Wake

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Ed Bailey

Name(s) of principal(s)

Witness my hand and official seal, this 13 day of May, 2009

(Official Seal)

[Signature]

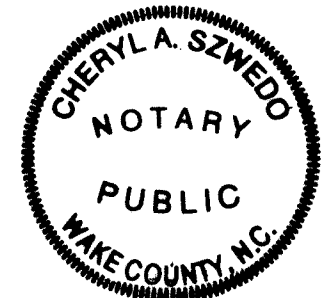
Cheryl A. Szewo

Official Signature of Notary

Cheryl A. Szewo, Notary Public

Notary's printed or typed name

My commission expires: March 30, 2014



GENERAL NOTES

- 1) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 2) THE PARCEL(S) SHOWN HEREON ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.
- 3) AREAS COMPUTED BY COORDINATE METHOD
- 4) THIS SITE IS NOT WITHIN 2000' OF PUBLISHED HORIZONTAL CONTROL.
- 5) ZONED: TD
- 6) THIS PROPERTY IS LOCATED IN ZONE "X", AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY NFP RATE MAP DATED MAY 2, 2006 COMMUNITY PANEL NUMBER 372012600J.
- 7) FLOOD HAZARD SOILS SHOWN ARE APPROXIMATE LOCATIONS AND WERE TAKEN FROM WAKE COUNTY GIS.

BROUGHTON & BAILEY PROPERTIES
PIN 1726581335
DB 4056 PG 937
BM 1987 PG 694

WAKE COUNTY, NC 233
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/20/2009 AT 13:42:53

BOOK: BM2009 PAGE: 00582

SANITARY SEWER EASEMENT
DEDICATION & EXCHANGE MAP FOR:
T. ED BAILEY
PROPERTY ADDRESS: 5300 & 5405 OAK FOREST DR.
RALEIGH, NC 27609

OWNER:
BROUGHTON PROPERTIES
1106 MARLOWE RD. RALEIGH, NC 27609
DEED BOOK 3124 PAGE 290

WAKE COUNTY, NC
NEUSE TOWNSHIP

DECEMBER 1, 2008
SCALE - 1" = 100'

I, STEPHEN A. MOORE JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; DEED DESCRIPTION RECORDED IN BOOK 3124 PAGE 290; THAT THE RATIO OF PRECISION AS CALCULATED BY LEAST SQUARES IS 10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18 DAY OF MAY, A.D., 2009

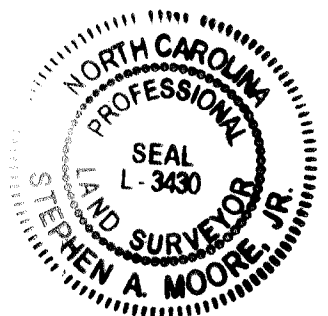
SIGNATURE *[Signature]*

STEPHEN A. MOORE JR., PLS L-3430

I, Stephen A. Moore Jr., Professional Land Surveyor No. L-3430, certify that the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

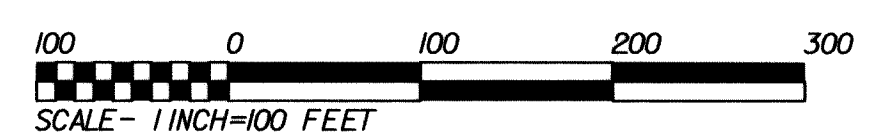
[Signature]

Stephen A. Moore Jr., PLS L-3430



WAKE COUNTY BOARD OF EDUCATION
PIN 1726578127
DB 2128 PG 47
BM 2007 PG 1284

- LEGEND
- FUTURE RIGHT OF WAY
 - X-X- EXISTING FENCE LINE
 - E- EASEMENT LINE
 - PROPERTY LINE NOT SURVEYED
 - PROPERTY LINE
 - R/W RIGHT OF WAY
 - IPR IRON PIPE RECOVERED
 - IPSO IRON PIPE SET
 - * COMPUTED POINT
 - 0000 DENOTES ADDRESS



RA038170 S:\CVT01-Broughton Properties\Easement_Plat.dgn

CH ENGINEERING

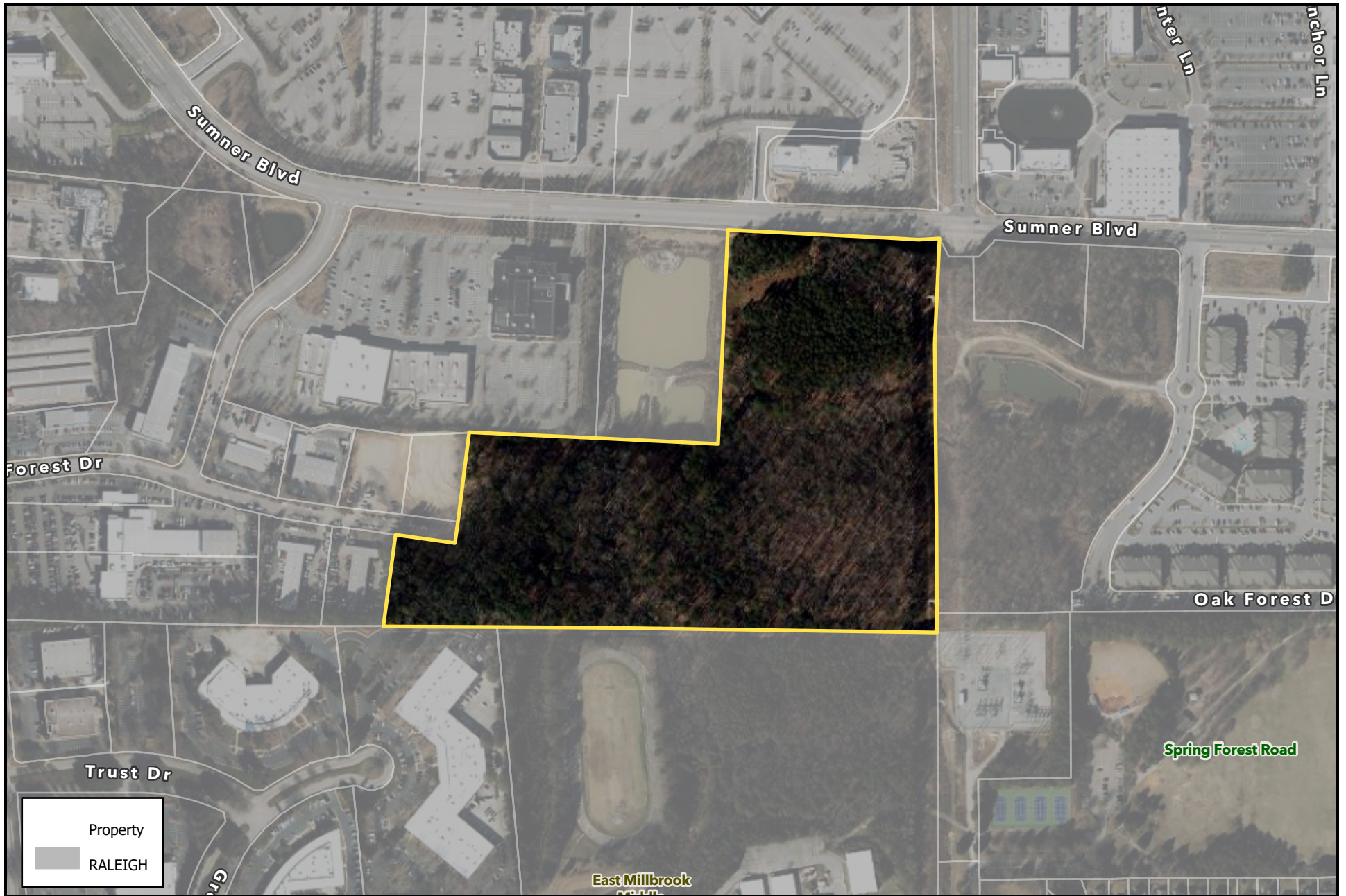
3220 GLEN ROYAL RD. RALEIGH, NC 27617
TEL. (919) 788-0224 FAX (919) 788-0232

BS-66-09
S-43-06

3900 SUMNER BLVD.

SITUATED IN THE CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY SUMNER BOULEVARD, SAID IRON BEING THE NORTHEAST CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2009, PAGE 965 & 966 OF THE WAKE COUNTY REGISTER OF DEEDS AND HAVING NORTH CAROLINA GRID COORDINATES OF N=769,378.94' AND E=2,126,884.34'; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY, SOUTH 00° 08' 55" WEST FOR A DISTANCE OF 1122.54 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 01° 02' 40" WEST FOR A DISTANCE OF 55.42 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 89° 18' 15" WEST FOR A DISTANCE OF 1662.31 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 07° 29' 16" EAST FOR A DISTANCE OF 275.33 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF OAK FOREST DRIVE; THENCE ALONG SAID RIGHT OF WAY FOR 5 CALLS, SOUTH 82° 30' 03" EAST FOR A DISTANCE OF 181.60 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 82° 30' 03" EAST FOR A DISTANCE OF 38.46 FEET TO A CALCULATED POINT; THENCE SOUTH 82° 30' 03" EAST FOR A DISTANCE OF 50.00 FEET TO A CALCULATED POINT; THENCE NORTH 07° 47' 11" EAST FOR A DISTANCE OF 60.00 FEET TO A CALCULATED POINT THENCE NORTH 82° 30' 03" WEST FOR A DISTANCE OF 88.67 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 07° 31' 46" EAST FOR A DISTANCE OF 272.09 FEET TO AN IRON PIPE SET; THENCE SOUTH 87° 15' 43" EAST FOR A DISTANCE OF 372.14 FEET TO AN IRON PIPE SET; THENCE SOUTH 87° 15' 43" EAST FOR A DISTANCE OF 375.00 FEET TO AN IRON PIPE SET; THENCE NORTH 02° 45' 20" EAST FOR A DISTANCE OF 644.94 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF SUMNER BOULEVARD; THENCE ALONG SAID RIGHT OF WAY, SOUTH 87° 20' 20" EAST FOR A DISTANCE OF 630.00 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE POINT AND PLACE OF BEGINNING, AND CONTAINING 1,262,689 S.F. OR 28.9874 AC.



Corporate Limits



0 200 400 800 ft
1 inch equals 400 feet

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.