

Petition for Annexation into Raleigh City Limits



Planning and Development Department • One Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2682

Section A Submittal Deadlines					
Petitions for annexation are accepted by Planning and Development at any time. Fees are required at the time of submittal. The annexation will be scheduled for public hearing and becomes effective immediately upon adoption at the scheduled public hearing unless notified otherwise by the City Clerk.					
Section B Summary Information / Metes and Bounds Descriptions					
Development Pro Buffaloe Road Apartments					
Street Address: 7300 Buffaloe Road, Raleigh, NC 27604					
City of Raleigh Subdivision approval #: S or		Particular Acceptance	ling Permit #: or		o Housing #:
SUB-0047-2022					4.0.00
Wake County (PINs) Property Identification Number(s): 1746216945					
25.63	Acreage of Annexation Site: Linear Feet of New Public Streets within Annexation Boundaries: 725				
Annexation site is	s requesting connection to	City o	of Raleigh Water <u>√</u> and/or	r Sewe	r <u> </u>
Number of propo	sed dwelling units: 412				
	Total Breakdown of Dwelling Units				
	Single-Family Home		Multi-Family - Condo/Apartment		Multi-Family – Townhouse
Unit Type/Unit Count:	Unit Count <u>□</u>		Unit Count 412		Unit Count <u>•</u>
	Complete only for Townhome Units:				
	Are there more than 6 units in one group of townhomes? V				
	Complete only for Condo/Apartment units:				
	Are buildings multi-story stacked units? ☑Y □ N	with	Will there be a community trash compactor? ☑Y □N	Unit Count +/ Description: Example 30 Studio + 1 Bath 50 1 BR + 1.5 Bath Count Bedroom + Bath 172	

Page 1 of 6

Building Square Footage of Non-Residential Space: 21,696 Specific proposed use (office, retail, warehouse, school, etc.): Multifamily Apartments Projected market value at build-out (land and improvements): \$ 90,000,000 **Applicant Contact Information** Property Owner(s): Southwood Fernandina, LLC Primary Mailing Address: 165 S. York Street, Gastonia, NC 28052 Email: sean.graham@southwoodrealty.com Phone: 704-747-6305 Project Contact information (if different that property owner) Contact(s): William Barrett Primary Mailing Address: 555 Fayetteville Street, Suite 300 Raleigh, NC 27601 Email: william.barrett@greystar.com Phone: 984-459-2116 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: Sarah.Shaughnessy@raleighnc.gov.

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:					
Q	Contiguous to the present corporate limits of the City of Raleigh, N	orth Carolina, or			
\checkmark	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 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 16761					
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 3°	day of Towary, 20 13 by the owners of the property descri	bed in Section B.			
Signature	Date	Corporate Seal			
Signature	Date				
Print Owner Name(s) and Information:					
All with Vicination County	atchford Phone: 704-747-6305 5. York Street, Gastonia, NC 28052				
Name: Address:	Phone:				
Above signatur	e(s) attested by Lean Luchun; Sean	Coken			
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:					



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 ma	ade this the day of	, year of		
by and between the City of				
,				
2	WITNESSETH			
WHEREAS, The Owner has petitioned th	ne City to be annexed into th	e corporate City limits, City File No.		
WHEREAS, The Owner has initiated a development project at,				
City filesystem of the City; and	, and said development co	ontains sewer connections with the utility		
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:

- 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.

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				
Ву	Attest			
The City				
Ву	Attest			
Marchell Adams-David, City Manager	Gail G. Smith, City Cle	rk		
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 thethe year of	day of in			
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:					
	Annexation Petition Fee (see the Development Fee Guide webpage for current fee)				
	<u>Written</u> metes and bounds description of the property to be annexed must be attached to this application. See page 1				
	Electronic Word document of the written metes and bounds must be e-mailed to: Sarah.Shaughnessy@raleighnc.gov.				
	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.				
	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.				
	Copy of Approved Preliminary Site Plan or Final Site Plan showing City Building Permit Transaction Number or Group Housing Number (GH13, etc.) or	Copy of Subdivision Plat submitted for lot recording approval with City file number (S13, etc.)			
	Projected Market Value of Development at build-out (land and improvements).				
	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.				
	This application form completed, dated and signed 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:					
	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.				
	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the date of signature MUST be filled in!				
	Corporate Seal for property owned by a corporation.				
	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.					
	Standard Payment Contract should be <u>dated</u> , signed and notarized and submitted with this application (see Section D).				

Page 6 of 6 REVISION 07.28.21

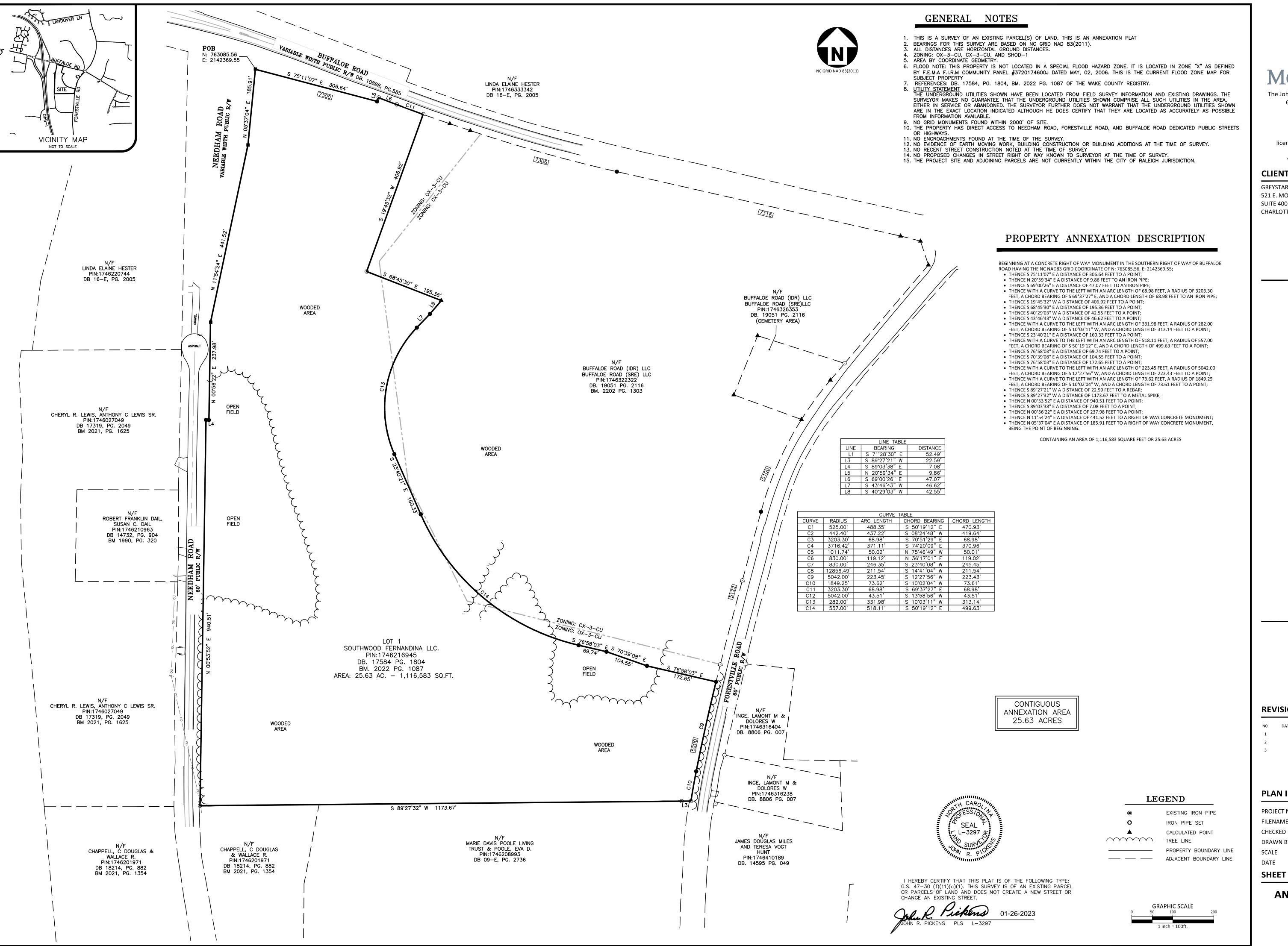
ANNEXATION AREA DESCRIPTION 7300 BUFFALOE ROAD ST. MATTHEW'S TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

BEGINNING AT A CONCRETE RIGHT OF WAY MONUMENT IN THE SOUTHERN RIGHT OF WAY OF BUFFALOE ROAD HAVING THE NC NAD83 GRID COORDINATE OF N: 763085.56. E: 2142369.55:

- THENCE S 75°11'07" E A DISTANCE OF 306.64 FEET TO A POINT;
- THENCE N 20°59'34" E A DISTANCE OF 9.86 FEET TO AN IRON PIPE;
- THENCE S 69°00'26" E A DISTANCE OF 47.07 FEET TO AN IRON PIPE;
- THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 68.98 FEET, A RADIUS OF 3203.30 FEET, A CHORD BEARING OF S 69°37'27" E, AND A CHORD LENGTH OF 68.98 FEET TO AN IRON PIPE;
- THENCE S 19°45'32" W A DISTANCE OF 406.92 FEET TO A POINT;
- THENCE S 68°45'30" E A DISTANCE OF 195.36 FEET TO A POINT;
- THENCE S 40°29'03" W A DISTANCE OF 42.55 FEET TO A POINT;
- THENCE S 43°46'43" W A DISTANCE OF 46.62 FEET TO A POINT;
- THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 331.98 FEET, A RADIUS OF 282.00 FEET, A CHORD BEARING OF S 10°03'11" W. AND A CHORD LENGTH OF 313.14 FEET TO A POINT:
- THENCE S 23°40'21" E A DISTANCE OF 160.33 FEET TO A POINT;
- THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 518.11 FEET, A RADIUS OF 557.00 FEET, A CHORD BEARING OF S 50°19'12" E, AND A CHORD LENGTH OF 499.63 FEET TO A POINT;
- THENCE S 76°58'03" E A DISTANCE OF 69.74 FEET TO A POINT;
- THENCE S 70°39'08" E A DISTANCE OF 104.55 FEET TO A POINT;
- THENCE S 76°58'03" E A DISTANCE OF 172.65 FEET TO A POINT;
- THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 223.45 FEET, A RADIUS OF 5042.00 FEET, A
 CHORD BEARING OF S 12°27'56" W, AND A CHORD LENGTH OF 223.43 FEET TO A POINT;
- THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 73.62 FEET, A RADIUS OF 1849.25 FEET, A CHORD BEARING OF S 10°02'04" W, AND A CHORD LENGTH OF 73.61 FEET TO A POINT;
- THENCE S 89°27'21" W A DISTANCE OF 22.59 FEET TO A REBAR;
- THENCE S 89°27'32" W A DISTANCE OF 1173.67 FEET TO A METAL SPIKE:
- THENCE N 00°53'52" E A DISTANCE OF 940.51 FEET TO A POINT;
- THENCE S 89°03'38" E A DISTANCE OF 7.08 FEET TO A POINT;
- THENCE N 00°56'22" E A DISTANCE OF 237.98 FEET TO A POINT;
- THENCE N 11°54'24" E A DISTANCE OF 441.52 FEET TO A RIGHT OF WAY CONCRETE MONUMENT;
- THENCE N 05°37'04" E A DISTANCE OF 185.91 FEET TO A RIGHT OF WAY CONCRETE MONUMENT, BEING THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,116,583 SQUARE FEET OR 25.63 ACRES







The John R. McAdams Company, Inc 621 Hillsborough Street Suite 500

Raleigh, NC 27603 phone 919. 361. 5000 fax 919. 361. 2269 license number: C-0293, C-187

www.mcadamsco.com

CLIENT

GREYSTAR DEVELOPMENT 521 E. MOREHEAD STREET, SUITE 400

CHARLOTTE, NORTH CAROLINA 28202

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. GRE22001 FILENAME GRE22001-ANX CHECKED BY DRAWN BY 1"=100'

SCALE DATE 01.26.2023

ANNEXATION PLAT



City or County Property Map

REID: 0036686 PIN: 1746216945 PIN Extension: 000 Land Value: \$2230625

Total Value Assessed: \$2230625

Deed Acres: 25.63 Planning Jurisdiction: RA Township: St. Matthew's

Owner: SOUTHWOOD FERNANDINA LLC

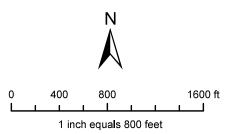
Mailing Address 1: PO BOX 280 Mailing Address 2: GASTONIA NC 28053-0280

Deed Book: 017584 Deed Page: 01805 Deed Date: 9/23/2019 Land Class: Vacant Map Name: 1746 03 Billing Class: Individual

Property Description: LO1 BUFFALOE BEND

RCMB BM2022 -01087 Site Address: 7300 BUFFALOE RD Street Name: BUFFALOE RD

Old Parcel Number: --Total Structures: 1 ZIP: 27616



<u>Disclaimer</u> <u>iMaps makes every effort to produce and publish</u> 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.