

Petition for Annexation into Raleigh City Limits



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

	S	ectio	n A Submittal Deadlines			
of submittal. The	annexation will be sch	edule	ng and Development at any tin d for public hearing and bec ng unless notified otherwise	omes	effective immediately	
	Section B Summa	ry Info	rmation / Metes and Bounds [Descrip	otions	
Development Pro Altair Subdivision	oject Name:					
Street Address: 3909 Blue Ridge Roa	ad					
City of Raleigh Subdivision approval #: S or		1	Building Permit #: or		Group Housing #: GH	
SUB-0041	-2019					
• ,	INs) Property Identificatio 0795388982, 0795988		nber(s): 0795481606, 079548025	55, 07	95482342, 0795483460	
Acreage of Annexation Site: Linear Feet of New Public Streets within Annexation Boundaries: 3,427 LF						
Annexation site i	s requesting connection to	o City	of Raleigh Water 🔽 and/o	r Sewe	er 🔽	
Number of propo	osed dwelling units: 88					
	Total Breakdown of Dwelling Units					
	Single-Family Home		Multi-Family - Condo/Apartme		Multi-Family – Townhouse	
	Unit Count		Unit Count		Unit Count 88	
	Complete only for Townhome Units:					
Unit Type/Unit Count:	Are there more than 6 units in one group of townhomes?					
	Complete only for Condo/Apartment units:					
	Are buildings multi-story stacked units? ☐Y ☐ N	with	Will there be a community trash compactor?	30 S 50 1	Count +/ Description: mple Studio + 1 Bath BR + 1.5 Bath nt Bedroom + Bath + + +	

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Building Square Footage of Non-Residential Space: 0			
Specific proposed use (office, retail, warehouse, school	, etc.): N/A		
Projected market value at build-out (land and improvem	ents): \$ <u>35,000,000</u>		
Applicant Contact Information			
Property Owner(s): M/I HOMES OF RALEIGH LLC			
Primary Mailing Address: 1511 SUNDAY DRIVE STE 100 RALEIGH NC 27607-5195			
Phone: 919-238-1590	Email: ELEATHAM@MIHOMES.COM		
Project Contact information (if different that property owner)			
Contact(s):			
Primary Mailing Address:			
Phone:	Email:		
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.			

Section C Annexation Petition			
State of North O North Carolina	arolina, County of Wake, Petition of Annexation of Property to t	he City of Raleigh,	
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, N	orth 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,			

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FEB 0 9 2022

BY:

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	Agr	eement
This Agreement ("the Agreement"	') is made this the da	y of	, year of
by and between the 0	City of Raleigh, North Carolina	, (the "City") and	
M/I HOMES OF RALEIGH LLC		, (the "Owner");	
	WITNESSET	Н	
WHEREAS, The Owner has petition;	oned the City to be annexed in	to the corporate City lim	its, City File No.
WHEREAS, The Owner has initiate	ed a development project at 🧿	909 BLUE RIDGE ROAD	
City filesystem of the City; and	, and said developme	nt contains sewer conne	ections with the utility
WHEREAS, The parties hereto interest and after the petition has been rec			

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, cavual orientation, gender identity or expression, familial or marital status, economic status, veteran

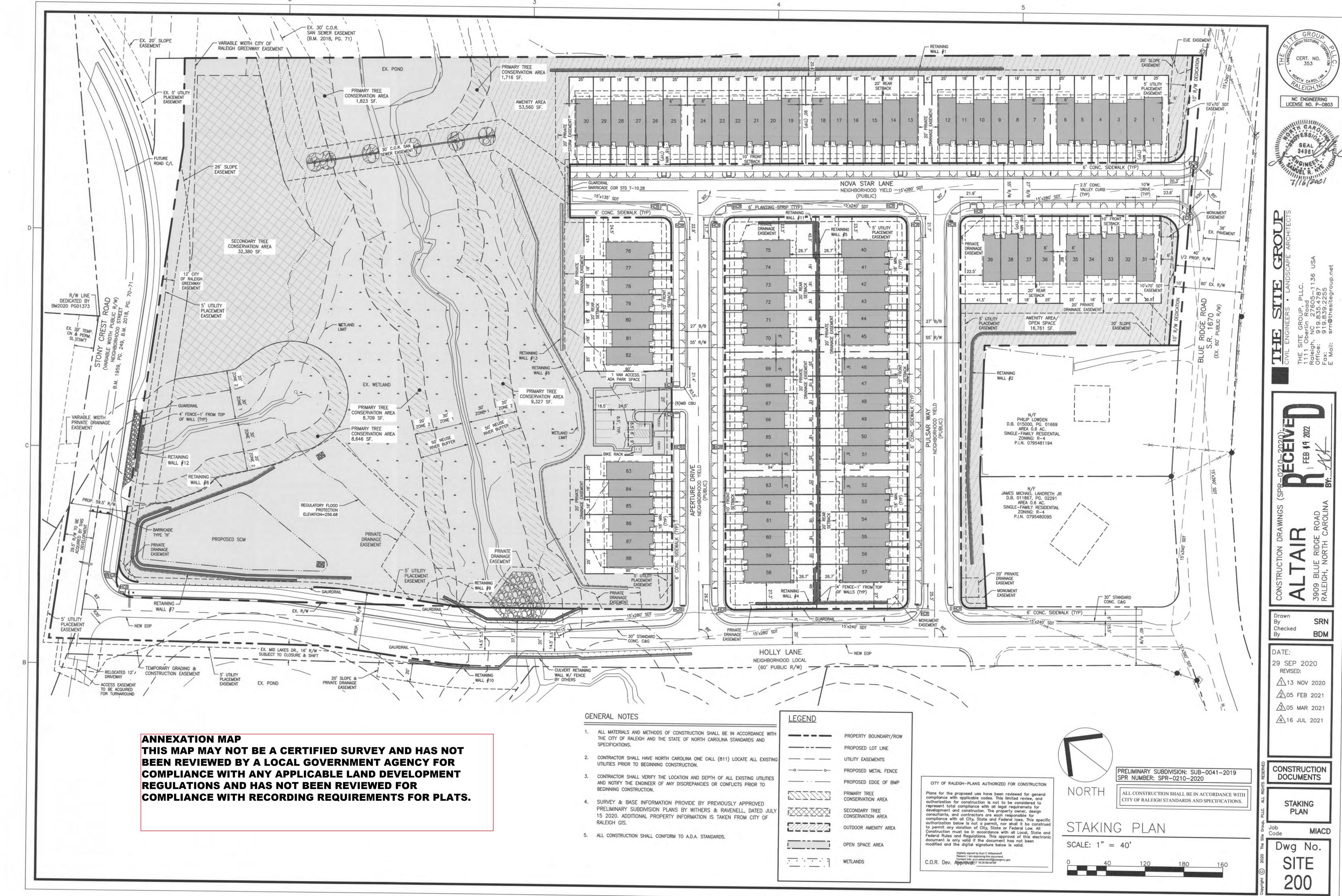
status or national origin with reference to the subje parties further agree in all respects to conform to th 1004, as amended. This provision is hereby incorporate	ct matter of this Agreement, no matter how remote. The e provisions and intent of Raleigh City Code, Section 4-prated into this Agreement for the benefit of the City of action for specific performance, injunctive relief, or other
In Witness Whereof, the parties hereto have caused the above written.	nis agreement to be executed the day and year first
Owner By	Attest Saral Celstr
The City By	Attest Gail G. Smith, City Clerk
North Carolina	Wake
City Clerk and Treasurer and Marchell Adams-David is corporation described in and which executed the foregoing corporation, that the seal affixed to the foregoing instru	nted, who, being by me duly sworn, says that she is the the City Manager of the City of Raleigh, the municipal bing; that she knows the corporate seal of said municipal ment is said corporate seal, and the name of the id City Clerk and Treasurer and that the said corporate
Notary Public	Seal
Witness my hand and official seal this thethe year of	day of in
Notary Public:	
Add appropriate notarized acknowledgement for or limited	owner such as individual owners, corporation owners, liability corporation (LLC) owners.

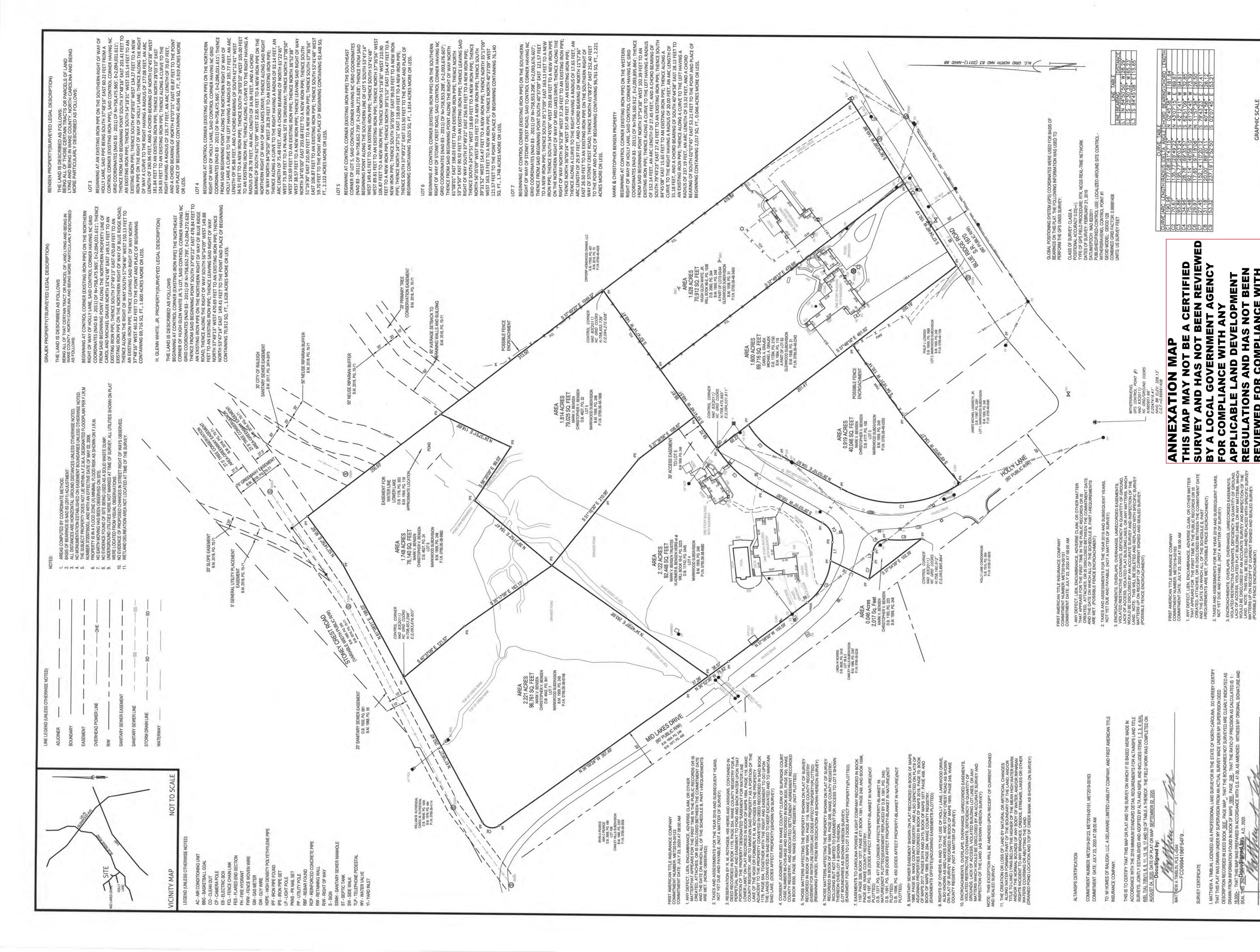
I, Sara Sciffma Notary Public for said County and State, do hereby certify that
1, was 2 cold a rolling rubbe for said country and blate, do nereby certify and
Erica Leatham, Manager of m/ I Homes of Ralengha LC
Erica Lestuam, Manager of MI Hones of Raleuka Lec Limited liability Company; personally appeared before me this day and acknowledged the due
execution of the foregoing instrument on behalf of the company.
th n
WITNESS my hand and official seal this and day of Debruary , 20 22.

My COUNTY MAN Expires: 1-10-2025

Notary Public Sand Cee

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:				
\mathbf{V}	Annexation Petition Fee (see the Development Fee Guide webpage for current fee)			
✓	Written 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: JP.Mansolf@raleighnc.gov or Carmen.Kuan@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 (GH-SUB-0041-201913, 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			
✓	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.			
\overline{A}	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>			
\	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.				
V	Standard Payment Contract should be <u>dated</u> , <u>signed and notarized</u> and submitted with this application (see Section D).			





ID SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIF MAIN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED.

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS 9, PAGE 248; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: WITH G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE ANI

en **SRav**

4/I HOMES OF RALEIGH, LLC

FEB 44 2022
NY:

P Wither

Lot 3

BEGINNING AT AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF HOLLY LANE, SAID PIPE BEING SOUTH 37°48'16" EAST 60.22 FEET FROM A CONTROL CORNER (EXISTING IRON PIPE), SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,475.965', E=2,094,031.611'; THENCE FROM SAID BEGINNING POINT SOUTH 37°48'16"' EAST 201.41 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 54°18'31" WEST 135.14 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 49°28'03" WEST 134.27 FEET TO A NEW IRON PIPE ON THE RIGHT OF WAY OF HOLLY LANE; THENCE ALONG THE RIGHT OF WAY A CURVE TO THE RIGHT HAVING A RADIUS OF 177.08 FEET, AN ARC LENGTH OF 190.96 FEET, AND A CHORD BEARING OF NORTH 02°45'38" WEST 181.84 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 28°03'10" EAST 104.93 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 135.77 FEET, AN ARC LENGTH OF 70.67 FEET, AND A CHORD BEARING OF NORTH 43°07'15" EAST 69,87 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 40,046 SQ, FT., 0.919 ACRES MORE OR LESS.

Lot4

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) ON THE NORTHERN RIGHT OF WAY OF HOLLY LANE, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,475.965', E=2,094,031.611'; THENCE FROM SAID BEGINNING POINT ALONG THE NORTHERN RIGHT OF WAY OF HOLLY LANE A CURVE TO THE LEFT HAVING A RADIUS OF 195.77 FEET, AN ARC LENGTH OF 95.86 FEET, AND A CHORD BEARING OF SOUTH 42"12'41" WEST 94.91 FEET TO A NEW IRON PIPE; THENCE SOUTH 28°03'10" WEST 105.00 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 28.78 FEET, AN ARC LENGTH OF 34.96 FEET, AND A CHORD BEARING OF SOUTH 62°51'09" WEST 32.85 FEET TO A NEW IRON PIPE ON THE NORTHERN RIGHT OF WAY OF MID LAKES DRIVE; THENCE ALONG SAID RIGHT OF WAY NORTH 84°50'50" WEST 28.29 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 92.14 FEET, AN ARC LENGTH OF 75.48 FEET, AND A CHORD BEARING OF NORTH 61°22'45" WEST 73.39 FEET TO A PK-NAIL SET IN DRIVEWAY; THENCE NORTH 37°08'50" WEST 150.59 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 36°52'38" WEST 38.57 FEET TO A NEW IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY NORTH 34°45'00" EAST 293.68 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE SOUTH 51 °16'30" EAST 210.90 FEET TO A NEW IRON PIPE; THENCE

SOUTH 53°41'48" WEST 59.70 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 92,448 SQ, FT., 2.122 ACRES MORE OR LESS.

Lot 5

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) THE SOUTHEAST CORNER OF LOT 5, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,652.739', E=2,094,272.628'; THENCE FROM SAID BEGINNING POINT ALONG THE SOUTHERN LINE OF LOT 5 SOUTH 53°47'14" WEST 149.41 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 53°41'48" WEST 89.81 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 37°36'56" WEST 106.87 FEET TO A NEW IRON PIPE; THENCE NORTH 51°16'30" WEST 210.90 FEET TO A NEW IRON PIPE; THENCE NORTH 39°31'52" EAST 154.47 FEET TO A NEW IRON PIPE; THENCE SOUTH 56°35'09" EAST 99.03 FEET TO A NEW IRON PIPE; THENCE NORTH 24°37'51" EAST 118.69 FEET TO A NEW IRON PIPE; THENCE SOUTH 37°49'22" EAST 313.50 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 79,025 SQ. FT., 1.814 ACRES MORE OR LESS.

Lot 6

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) ON THE SOUTHERN RIGHT OF WAY OF STONEY CREST ROAD, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,953.298', E=2,093,676.607'; THENCE FROM SAID BEGINNING POINT ALONG THE RIGHT OF WAY NORTH 61"08'01" EAST 198.03 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 53°14'50" EAST 90.92 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 37°49'22" EAST 256.93 FEET TO A NEW IRON PIPE; THENCE SOUTH 24°37'51" WEST 118.69 FEET TO A NEW IRON PIPE; THENCE NORTH 56°35'09" WEST 99.03 FEET TO A NEW IRON PIPE; THENCE SOUTH 39°31'52" WEST 154.47 FEET TO A NEW IRON PIPE; THENCE NORTH 40°37'09" WEST 121.57 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 76,140 SQ. FT., 1.748 ACRES MORE OR LESS.

Lot 7

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) ON THE SOUTHERN RIGHT OF WAY OF STONEY CREST ROAD, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAO 83 - 2011) OF N=758,953.298', E=2,093,676.607'; THENCE FROM SAID BEGINNING POINT SOUTH 40°37'09" EAST 121.57 FEET TO A NEW IRON PIPE; THENCE SOUTH 35°17'09" EAST 163.13 FEET TO A NEW IRON PIPE; THENCE SOUTH 34°45'00" WEST 293.68 FEET TO A NEW IRON PIPE ON THE NORTHERN RIGHT OF WAY

OF MID LAKES DRIVE; THENCE ALONG THE RIGHT OF WAY NORTH 36°52'38" WEST 37.26 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 36°00'24" WEST 357.49 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.65 FEET, AN ARC LENGTH OF 29.97 FEET, AND A CHORD BEARING OF NORTH 11 °57'36" EAST 26.50 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STONEY CREST ROAD; THENCE NORTH 61°08'27" EAST 252.40 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 96,761 SQ. FT., 2.221 ACRES MORE OR LESS.

Grajek Property

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) ON THE NORTHERN RIGHT OF WAY OF HOLLY LANE, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,475.965', E=2,094,031.611'; THENCE FROM SAID BEGINNING POINT ALONG THE NORTHERN PROPERTY LINE OF CAROL AND MICHAEL GRAJEK NORTH 53"41'48" EAST 149.51 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 37"49'13" EAST 470.69 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF BLUE RIDGE ROAD; THENCE ALONG THE RIGHT OF WAY SOUTH 57°04'46"' WEST 150.13 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY NORTH 37°48'16"' WEST 461.82 FEET TO THE

POINT AND PLACE OF BEGINNING CONTAINING 69,716 SQ. FT., 1.600 ACRES MORE OR LESS.

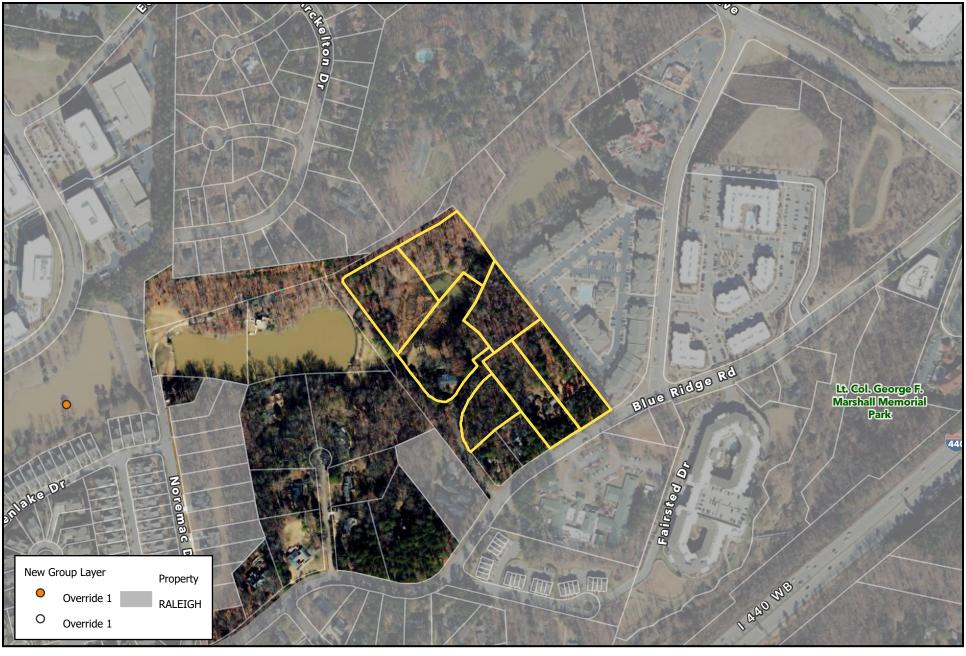
White Property

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) THE NORTHEAST CORNER OF HUGH GLEN WHITE JR.'S LOT, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 -2011) OF N=758,652.739', E=2,094,272.628'; THENCE FROM SAID BEGINNING POINT SOUTH 37"49'22" EAST 478.84 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF BLUE RIDGE ROAD; THENCE ALONG THE RIGHT OF WAY SOUTH 56"54'09" WEST 149.88 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY NORTH 37°49'13"' WEST 470.69 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 53"47'14" EAST 149.41 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 70,912 SQ. FT., 1.628 ACRES MORE OR LESS.

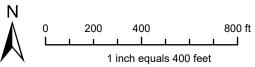
Mark & Christopher Benson Property

BEGINNING A CONTROL CORNER (EXISTING IRON PIPE) ON THE WESTERN RIGHT OF WAY OF HOLLY LANE, SAID CONTROL CORNER HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=758,160.912', E=2,093,895.864'; THENCE FROM SAID BEGINNING POINT NORTH 37°54'38"' WEST 102.39 FEET TO AN

EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 152.14 FEET, AN ARC LENGTH OF 27.45 FEET, AND A CHORD BEARING OF SOUTH 79"43'23" EAST 27.41 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 84"45'08" EAST 15.65 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.18 FEET, AND A CHORD BEARING OF SOUTH 40"44'58" EAST 28.12 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 237.19 FEET, AN ARC LENGTH OF 53.32 FEET, AND A CHORD BEARING OF SOUTH 02'07'45" EAST 53.21 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 2,017 SQ. FT., 0.046 ACRES MORE OR LESS.



Corporate Limits



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