

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 Summa	ary Info	rmation / Metes and Bounds [Descrip	otions			
Development Pro	oject Name: Barwell Par	k Subdi	vision	8				
Street Address:	5909 Rock Quarry Road							
City of Raleigh Subdivision approval #: S-0066 -2019 or					p Housing #: 			
personations on the transfer and	INs) Property Identification 30-9317, 1730-30-8143, 1730		nber(s): 7, 1730-30-4272, 1732-30-0557, 17	32-30-2	121,1731-39-4919, 1732-40-0716			
Acreage of Annexation Site: 29.357 Acres Linear Feet of New Public Stre				thin An	nexation Boundaries:			
Annexation site i	s requesting connection	to City	of Raleigh Water <u>√</u> and/o	r Sewe	er 🔽			
Number of propo	sed dwelling units: 102		Total Breakdown of Dwelling I	Units				
Unit Type/Unit Count:	Single-Family Home Unit Count 102		Multi-Family - Condo/Apartment Unit Count		Multi-Family – Townhouse Unit Count			
	Complete only for Townhome Units:							
	Are there more than 6 units in one group of townhomes? Y							
	Complete only for Condo/Apartment units:							
	Are buildings multi-stor stacked units?	y with	Will there be a community trash compactor?	<i>Exar</i> 30 S 50 1	Count +/ Description: nple tudio + 1 Bath BR + 1.5 Bath nt Bedroom + Bath + + +			

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Building Square Footage of Non-Residential Space: Specific proposed use (office, retail, warehouse, school, etc.): Projected market value at build-out (land and improvements): \$ 12 Million **Applicant Contact Information** Property Owner(s): D R Horton Inc. - Robert Stuart Primary Mailing Address: 2000 Aerial Center Pkwy, Ste 110A, Morrisville, NC Phone: 919-796-6363 Email: RCStuart@drhorton.com Project Contact information (if different that property owner) Contact(s): Jonathan Cooper Primary Mailing Address: 2000 Aerial Center Pkwy, ste 110A, Morrisville, NC 27560 Email: JCooper1@drhorton.com Phone: 336-339-0576 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					
respectfully requ understand and installed by the	rsigned, being all the owners of the real property described in this appets the annexation of said property to the City of Raleigh, North Carol agree that all streets and utilities within the annexed area will be developer according to the Subdivision Ordinance and any utility annexed area are the responsibility of the developers or successe annexed is:	ina. The petitioners e constructed and ies that must be			
\checkmark	Contiguous to the present corporate limits of the City of Raleigh, No.	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, 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? Ves 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 26 day of January , 2023 by the owners of the property described in Section B.					
Owner's Signature Signature Signature Signature	Date Date	Corporate Seal			
Signature	Date	A ALEO			
Print Owner Name(s) and Information:					
Name: DR Horto	OF GONI				
N	Phone:				
Address: Above signature	e(s) attested by				
Council meeting	City Clerk and Treasurer:	20, at a			

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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 W	ake	Agreement		
This Agreement ("the Agreement") is mad	e this the	day of	, year of		
by and between the City of Ra	aleigh, North C	arolina, (the "Ci	ty") and		
		, (the	"Owner");		
WITNESSETH					
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 filesystem of the City; and	, and said deve	elopment contain	s 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:

- 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.

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							
Ву	Attest						
The City							
Ву	Attest						
Marchell Adams-David, City Manager	Gail G. Sm	ith, 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 thethe year of	day of in						
Notary Public:							
My commission expires							
a							
Add appropriate notarized acknowledgement for owner such as individual owners, corporation owners, partnership owners, or limited liability corporation (LLC) owners.							



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Date: February 1st, 2023

Legal Description of a 29.357 Acre Area To Be Annexed into the City of Raleigh Sanford, NC

PIN's: 1732-30-0557, 1732-30-2121, 1731-39-4919, 1732-30-4272, 1732-30-5687, 1732-30-9317, 1732-30-8143, 1732-30-8586, 1732-40-0716

DB 18645, PG 1700

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Rock Quarry Road, said pipe also being the southeastern corner of the Now or Formerly Quarry Trace LLC property (DB 16647, PG 770), thence with the easterly line of the Now or Formerly Quarry Trace LLC property N 19° 52' 39" E 103.43' to an iron pipe found;

Thence N 09° 55' 59" E 588.86 to an iron pipe set, said iron pipe being the easterly corner of the Now or Formerly Quarry Trace LLC property, and being along the southerly line of the Now or Formerly City of Raleigh property (DB 8815, PG 2020);

Thence with the southerly line of the Now or Formerly City of Raleigh property,

N 89° 17' 12" E 737.59' to an iron pipe set;

Thence S 88° 09' 48" E 213.49' to an iron pipe set;

Thence S 88° 16' 00" E 679.51' to a computed point, said computed point being along the centerline of a creek;

Thence with the centerline of said creek the following courses and distances:

- S 53° 34' 59" W 34.79' to a computed point;
- S 16° 09' 08" W 24.46' to a computed point;
- S 74° 35' 59" E 20.01' to a computed point;
- S 09° 50' 24" E 7.72' to a computed point;
- S 13° 42' 47" W 20.12' to a computed point;
- S 57° 32' 18" W 9.30' to a computed point;
- S 75° 08' 05" W 78.29' to a computed point;
- S 34° 39' 33" W 37.02' to a computed point;
- S 13° 30' 07" W 19.82' to a computed point;
- S 38° 25' 57" W 17.12' to a computed point;
- S 16° 16' 53" E 20.55' to a computed point;
- S 05° 17' 52" W 47.92' to a computed point;
- S 05° 17' 52" W 6.82' to a computed point;
- S 39° 29' 09" W 10.98' to a computed point;
- N 90° 00' 00" W 21.94' to a computed point;
- S 45° 54' 55" W 15.55' to a computed point;
- S 46° 27' 23" E 19.52' to a computed point;

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S 04° 04' 57" E 9.25' to a computed point; S 68° 53' 29" W 42.30' to a computed point; S 14° 28' 18" E 35.69' to a computed point; S 46° 44' 26" W 32.45' to a computed point; S 71° 53' 49" W 40.38' to a computed point; S 15° 59' 45" E 25.02' to a computed point; N 89° 20' 04" W 27.84' to a computed point; S 11° 09' 11" W 14.78' to a computed point; S 44° 57' 00" W 12.76' to a computed point; S 23° 04' 16" E 7.88' to a computed point; S 23° 04' 16" W 3.61' to a computed point; S 86° 45' 43" W 16.67' to a computed point; S 01° 56' 22" E 16.52' to a computed point; S 31° 30′ 01" W 9.89' to a computed point; S 42° 15' 18" E 12.39' to a computed point; S 79° 21' 54" E 17.71' to a computed point; S 65° 00' 41" E 12.73' to a computed point; S 28° 26' 13" W 12.94' to a computed point; S 67° 56' 27" W 28.09' to a computed point; S 51° 32' 03" W 15.91' to a computed point; S 36° 47' 13" W 25.24' to a computed point; S 73° 46' 33" W 3.69' to a computed point; S 73° 46' 33" W 16.61' to a computed point; S 03° 31' 11" E 20.21' to a computed point; S 43° 03' 35" W 23.42' to a computed point; S 01° 32' 57" E 3.89' to a computed point; S 01° 32' 57" E 4.10' to a computed point; S 48° 03' 09" W 19.15' to a computed point; S 16° 32' 19" W 24.76' to a computed point; S 48° 27' 43" E 4.71' to a computed point; S 48° 27' 43" E 8.04' to a computed point; S 18° 58' 14" E 12.32' to a computed point; S 14° 53' 34" W 17.86' to a computed point; S 40° 23' 53" W 12.48' to a computed point; S 10° 48' 56" W 6.62' to a computed point; S 19° 27' 06" E 18.97' to a computed point; S 37° 51' 27" W 5.61' to a computed point; S 67° 22' 17" W 15.81' to a computed point; S 35° 28' 04" W 11.40' to a computed point; S 22° 21' 32" W 10.79' to a computed point; S 47° 53' 34" W 14.06' to a computed point; S 77° 21' 39" W 17.74' to a computed point; N 71° 12' 33" W 5.51' to a computed point; S 67° 35' 01" W 7.56' to a computed point;

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S 25° 04′ 56" W 8.82' to a computed point;
S 20° 57′ 07" E 7.58' to a computed point;
S 53° 50′ 34" W 17.47' to a computed point;
S 18° 52' 12" E 33.95' to a computed point;
S 18° 05′ 04" W 8.11' to a computed point;
S 19° 55' 16" W 54.09' to a computed point;
S 23° 00" 56" E 31.51' to a computed point;
S 74° 08' 54" E 13.16' to a computed point;
S 13° 11' 47" W 9.45' to a computed point;
S 45° 08' 43" W 20.24' to a computed point;
S 10° 36' 11" W 20.69' to a computed point;
S 13° 33' 11" E 45.47' to a computed point;
S 20° 55' 58" W 5.30' to a computed point;
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Thence leaving the centerline of said creek N 51° 57' 01" W 390.73' to an iron pipe set;

Thence S 25° 31' 50" W 39.17' to an iron pipe set;

S 51° 22' 10" W 123.11' to a computed point;

Thence S 24° 52' 00" W 246.33' to an iron pipe set, said iron pipe also being along the northly righ-of-way of Rock Quarry Road;

Thence with the northerly right-of-way of Rock Quarry Road N 49° 49' 21" W 162.87' to an iron pipe set:

Thence with a curve to the left, having a radius of 703.04' and an arc length of 6.17', having a chord that bears N 48° 46' 32" W 6.17' to an iron pipe set;

Thence with a curve to the left, having a radius of 703.04' and an arc length of 252.72', having a chord that bears N 59° 19' 30" W 251.36' to an iron pipe set;

Thence N 69° 14' 12" W 5.93' to an iron pipe set;

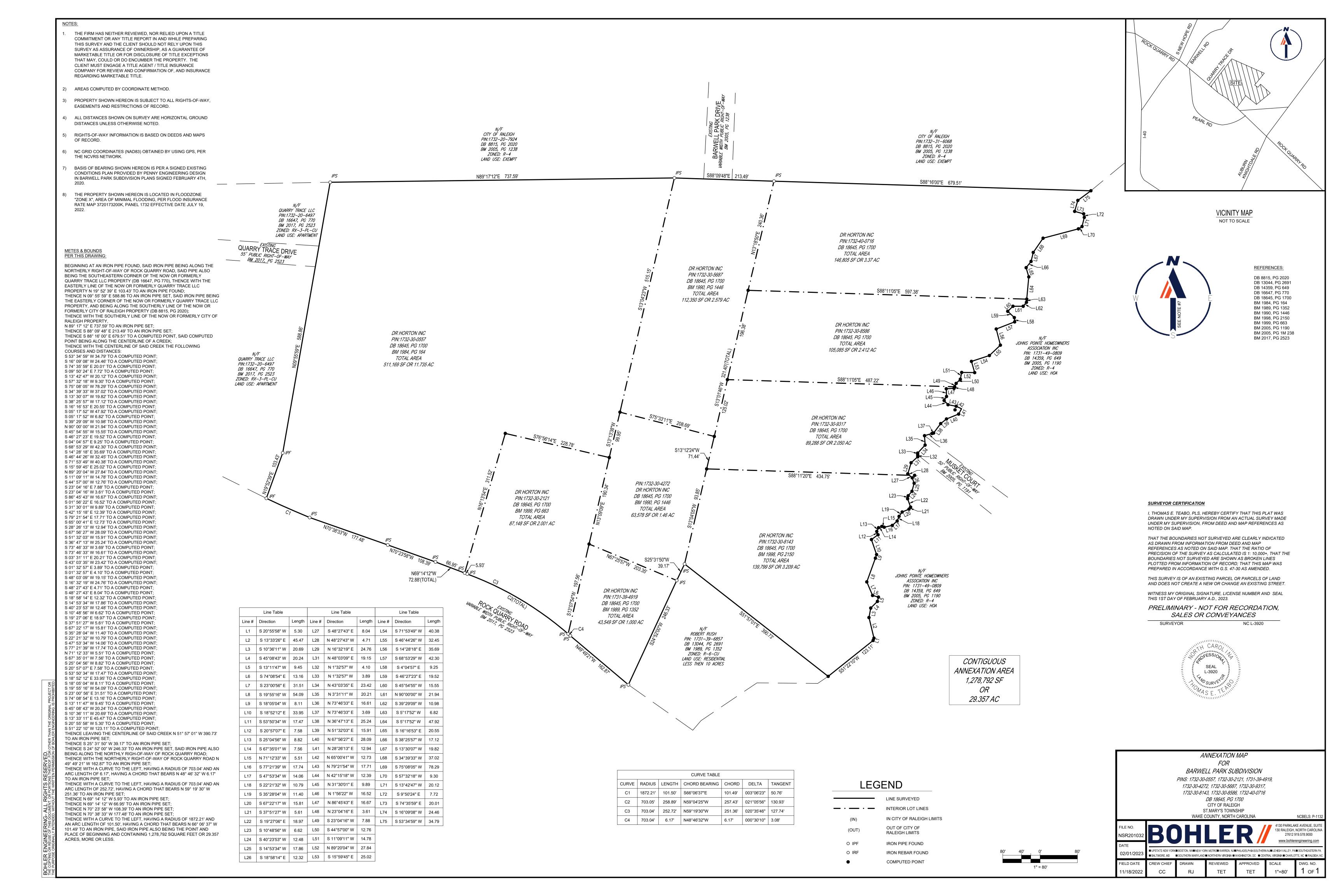
Thence N 69° 14' 12" W 66.95' to an iron pipe set;

Thence N 70° 23' 58" W 108.39' to an iron pipe set;

Thence N 70° 38' 33" W 177.48' to an iron pipe set;

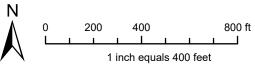
Thence with a curve to the left, having a radius of 1872.21' and an arc length of 101.50', having a chord that bears N 66° 06' 37" W 101.49' to an iron pipe, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 1,278,792 square feet or 29.357 acres, more or less.

PRELIMINARY – NOT FOR RECORDTION, SALES OR CONVEYENCES





Annexation for Barwell Park



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