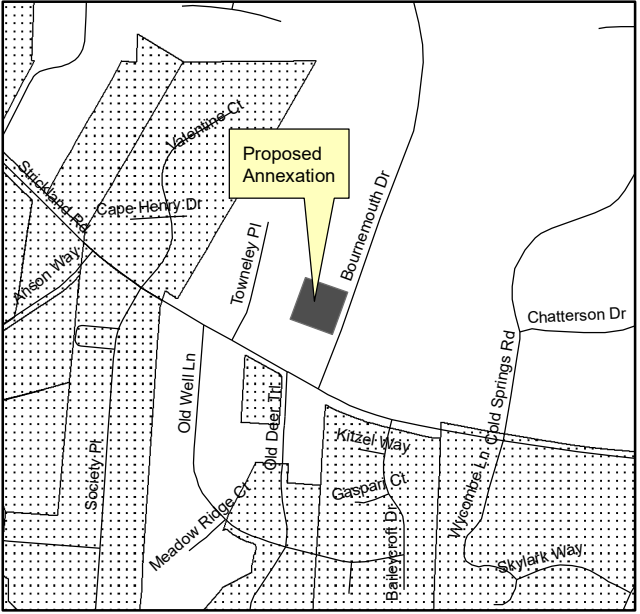





1 inch = 417 feet

**8405 BOURNEMOUTH DR
CONTIGUOUS PETITION ANNEXATION
PROPOSED EFFECTIVE 6/1/22**



-  Proposed City Limits
-  Existing City Limits
-  ETJ

1 inch = 1,000 feet



ANNEXATION ORDINANCE# _____

ORDINANCE ADOPTION DATE _____

APPROVED EFFECTIVE DATE _____

Subdivision or Building Permit Transaction Reference Number _____

Council District A

Annexation Case File# AX-6-2022

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

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 Project Name: <u>Bourne Mouth Heights Lot 2</u>			
Street Address: <u>8405 Bourne Mouth Drive</u>			
City of Raleigh Subdivision approval #: S- _____ or <u>N/A</u>	Building Permit #: _____ or <u>002826-2022</u>	Group Housing #: GH- _____ - _____ <u>N/A</u>	
Wake County (PINs) Property Identification Number(s):			
Acreage of Annexation Site: <u>1.229</u>	Linear Feet of New Public Streets within Annexation Boundaries: <u>229.31</u>		
Annexation site is requesting connection to City of Raleigh Water <input checked="" type="checkbox"/> and/or Sewer <input type="checkbox"/>			
Number of proposed dwelling units:			
Unit Type/Unit Count:	Total Breakdown of Dwelling Units		
	Single-Family Home Unit Count <u>1</u>	Multi-Family - Condo/Apartment Unit Count <u>N/A</u>	Multi-Family – Townhouse Unit Count <u>N/A</u>
	Complete only for Townhome Units:		
	Are there more than 6 units in one group of townhomes? <input type="checkbox"/> Y <input type="checkbox"/> N		
	Complete only for Condo/Apartment units:		
	Are buildings multi-story with stacked units? <input type="checkbox"/> Y <input type="checkbox"/> N	Will there be a community trash compactor? <input type="checkbox"/> Y <input type="checkbox"/> N	Unit Count +/- Description: <i>Example</i> 30 Studio + 1 Bath 50 1 BR + 1.5 Bath Count Bedroom + Bath _____ + _____ _____ + _____ _____ + _____

RECEIVED

MAR 07 2022

BY: AKC

Building Square Footage of Non-Residential Space:	N/A
Specific proposed use (office, retail, warehouse, school, etc.):	N/A
Projected market value at build-out (land and improvements):	\$ 650,000.00
Applicant Contact Information	
Property Owner(s):	JANICE NORMAN
Primary Mailing Address:	8800 Cold Springs Rd
Phone:	919-616-6771
Email:	jbnorman@nc.rr.com
Project Contact information (if different than property owner)	
Contact(s):	GARTH STEVENS
Primary Mailing Address:	7822 VAUXHILL DR RALEIGH NC 27615
Phone:	919-422-3317
Email:	GARTH@ROFTY.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
MAR 07 2022
BY: ACK

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 17th day of February, 2022 by the owners of the property described in Section B.

Owner's Signature(s):	
Signature <u>[Signature]</u>	Date <u>2-17-22</u>
Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____

Corporate Seal

Print Owner Name(s) and Information:

Name: JANICE B. NORMAN Phone: 919-616-6771
Address: 8800 Cold Springs Rd. Raleigh NC 27615

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 the City Clerk and Treasurer: _____

RECEIVED
MAR 07 2022
BY: ACK

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");

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 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

X

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.

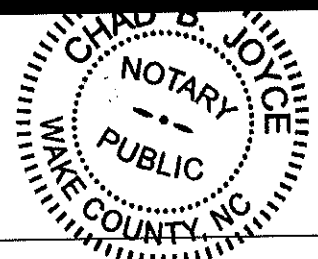
Notary Public

Seal:

Witness my hand and official seal this the 17 day of February in the year of 2022.

Notary Public: [Signature]

My commission expires 12/6/2025



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

ALL THAT TRACT OR PARCEL OF LAND LYING AT 8405 BOURNEMOUTH DRIVE, CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

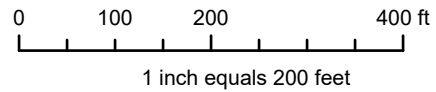
COMMENCING FROM A 3/4" OPEN TOP PIPE FOUND ON THE WESTERN SIDE OF BOURNEMOUTH DRIVE (60' PUBLIC RIGHT-OF-WAY), BEING THE SOUTHERN CORNER OF LOT 2 PER BOOK OF MAPS 1983, PAGE 1479, WAKE COUNTY RECORDS, WHICH IS THE TRUE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES, N 70°52'00" W A DISTANCE OF 234.04' TO A 5/8" REBAR SET, THENCE RUNNING N 20°19'48" E A DISTANCE OF 229.00' TO A 5/8" REBAR SET, THENCE RUNNING S 70°56'42" E A DISTANCE OF 233.52' TO A 5/8" REBAR FOUND ON THE WESTERN RIGHT-OF-WAY OF BOURNEMOUTH DRIVE, THENCE RUNNING ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSE AND DISTANCE, S 20°11'51" W A DISTANCE OF 229.31' TO A 3/4" OPEN TOP PIPE FOUND, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 1.230 ACRES (53,560 SQUARE FEET) MORE OR LESS.

RECEIVED
MAR 07 2022
BY: AK



Corporate Limits



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.

ALL THAT TRACT OR PARCEL OF LAND LYING AT 8405 BOURNEMOUTH DRIVE, CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING FROM A 3/4" OPEN TOP PIPE FOUND ON THE WESTERN SIDE OF BOURNEMOUTH DRIVE (60' PUBLIC RIGHT-OF-WAY), BEING THE SOUTHERN CORNER OF LOT 2 PER BOOK OF MAPS 1983, PAGE 1479, WAKE COUNTY RECORDS, WHICH IS THE TRUE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES, N 70°52'00" W A DISTANCE OF 234.04' TO A 5/8" REBAR SET, THENCE RUNNING N 20°19'48" E A DISTANCE OF 229.00' TO A 5/8" REBAR SET, THENCE RUNNING S 70°56'42" E A DISTANCE OF 233.52' TO A 5/8" REBAR FOUND ON THE WESTERN RIGHT-OF-WAY OF BOURNEMOUTH DRIVE, THENCE RUNNING ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSE AND DISTANCE, S 20°11'51" W A DISTANCE OF 229.31' TO A 3/4" OPEN TOP PIPE FOUND, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 1.230 ACRES (53,560 SQUARE FEET) MORE OR LESS.

SITE DATA	
ZONING: R-1	40,000 SF
LOT SIZE	20' MIN
PRIMARY STREET	20' MIN
SIDE STREET	20' MIN
SIDE LOT LINE	10' MIN
REAR LOT LINE	30' MIN
BUILDING HEIGHT	40'
IMPERVIOUS MAX	12%

- LEGEND :**
- PROPERTY CORNER FOUND (AS NOTED)
 - 5/8" REBAR WITH CAP SET
 - R/W MONUMENT
 - COMPUTED POINT
 - ⦿ FIRE HYDRANT
 - ⊞ WATER METER
 - ⊞ WATER VALVE
 - ⊞ POWER POLE
 - ⊞ LIGHT POLE
 - ⊞ POWER METER
 - ⊞ POWER BOX
 - ⊞ A/C UNIT
 - ⊞ GAS METER
 - ⊞ TELEPHONE BOX
 - ⊞ CABLE BOX
 - ⊞ MANHOLE
 - ⊞ CLEAN OUT
 - ⊞ JUNCTION BOX
 - ⊞ DRAINAGE INLET
 - CONC. CONCRETE
 - EOP EDGE OF PAVEMENT
 - BSL BUILDING SETBACK
 - RB IRON REBAR
 - OTP OPEN TOP PIPE
 - X- FENCE LINE
 - R/W RIGHT-OF-WAY
 - BOM BOOK OF MAPS
 - DB DEED BOOK
 - PG PAGE

RECEIVED
MAR 07 2022

BY: *AK*

DESCRIPTION: PLOT PLAN SURVEY
 RECORDED: DB 17477, PG 1861 / BOM 1983, PG 1479
 ADDRESS: 8405 BOURNEMOUTH DR., RALEIGH, NC 27615
 COUNTY/STATE: WAKE/NC DATE: 12/08/2021
 SCALE OF DRAWING: 1"=40' DRAWN BY: JWM
 ZONED: R-1 REVIEWED BY: KBB
 PARCEL ID NUMBER: 1708-61-0499

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON.

PRELIMINARY PLAT, NOT FOR RECORDATION, CONVEYANCES, OR SALES. THIS PLAN MUST BE APPROVED BY ALL STATE AND LOCAL REVIEWING AUTHORITIES FOR CONCURRENCE WITH SITE ZONING AND CODE OF ORDINANCES.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CITY OF RALEIGH AND NCDOT STANDARDS AND SPECIFICATIONS.

NOT FOR RECORDATION

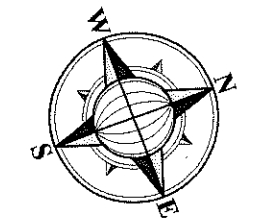
© COPYRIGHT 2021 BOUNDARY ZONE, INC. THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF BOUNDARY ZONE, INC.

BOUNDARY zone, inc. SURVEYORS, ENGINEERS AND LAND PLANNERS

SURVEYING LANDSCAPE ARCHITECTURE LAND PLANNING
 WWW.BOUNDARYZONE.COM (919) 363-9226 (770) 271-5772

CORPORATE OFFICE
 454 SATELLITE BLVD,
 SUITE 200
 SUWANEE, GA 30024

RALEIGH OFFICE
 8024 GLENWOOD AVE
 SUITE 109
 RALEIGH, NC 27612

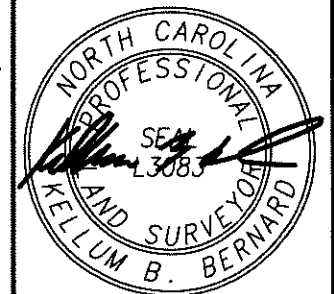


NORTH
 PER: BOM 1983, PG 1479

SCALE: 1"=40'

PLOT PLAN SURVEY

PREPARED FOR: GARTH STEVENS
 8405 BOURNEMOUTH DR., RALEIGH, NC 27615
 LOT 2 - BOURNEMOUTH HEIGHTS
 BARTON'S CREEK TOWNSHIP
 WAKE COUNTY, NORTH CAROLINA - 12/08/2021



FOR THE FIRM
 BOUNDARY ZONE, INC.
 FIRM NUMBER: C-3534

PROJECT
 R21466-01

SHEET
 1 OF 1

