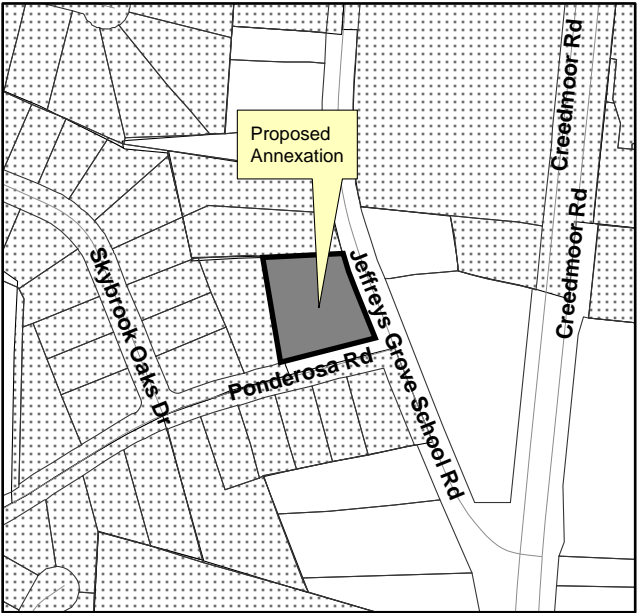







1:1,000

**6121 PONDEROSA RD
CONTIGUOUS PETITION ANNEXATION
PROPOSED EFFECTIVE X/XX/XX**



1:4,500

-  Proposed City Limits
-  Existing City Limits
-  ETJ



ANNEXATION ORDINANCE# _____

ORDINANCE ADOPTION DATE _____

APPROVED EFFECTIVE DATE _____

Subdivision or Building Permit Transaction Reference Number _____

Council District A

Annexation Case File# AX-15-2023

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:			
Street Address: <u>6121 PONDEROSA RD. RALEIGH 27612</u>			
City of Raleigh Subdivision approval #: S- _____ - _____ or	Building Permit #: _____ or	Group Housing #: GH- _____ - _____ - _____	
Wake County (PINs) Property Identification Number(s): <u>0790491982 -2 deeds - see attached</u>			
Acreage of Annexation Site: <u>.70</u>	Linear Feet of New Public Streets within Annexation Boundaries:		
Annexation site is requesting connection to City of Raleigh Water <input checked="" type="checkbox"/> and/or Sewer <input checked="" type="checkbox"/>			
Number of proposed dwelling units: <u>1</u>			
Unit Type/Unit Count:	Total Breakdown of Dwelling Units		
	Single-Family Home Unit Count <u>1</u>	Multi-Family - Condo/Apartment Unit Count _____	Multi-Family – Townhouse Unit Count _____
	Complete only for Townhome Units: <u>NIA</u>		
	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: <u>NIA</u>		
	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> <u>30 Studio + 1 Bath</u> <u>50 1 BR + 1.5 Bath</u> Count Bedroom + Bath ____ + _____ ____ + _____ ____ + _____

Building Square Footage of Non-Residential Space: \emptyset	
Specific proposed use (office, retail, warehouse, school, etc.): Residential	
Projected market value at build-out (land and improvements): \$ 4000 405,000 - appraisal of home	
Applicant Contact Information	
Property Owner(s): PHILLIP + RACHEL HARRELL	
Primary Mailing Address: 6117 Ponderosa Rd. Raleigh 27612	
Phone: 919.624.0085	Email: rleharrell@gmail.com
Project Contact information (if different than 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: Sarah.Shaughnessy@raleighnc.gov . ✓ Emailed	

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 30180.

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 13th day of March, 2023 by the owners of the property described in Section B.

Owner's Signature(s):

Signature Rachel E. Hamrell Date 03-13-23

Signature Phillip Hamrell Date 03-13-23

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

Print Owner Name(s) and Information:

Name: Rachel E. Hamrell Phone: 919-624-0085

Address: 1117 Ponderosa Rd. Raleigh, NC 27612

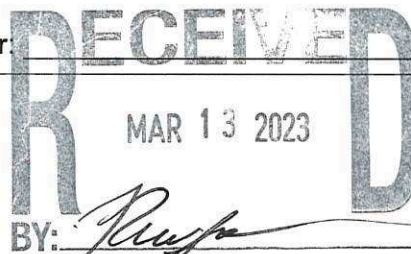
Name: Phillip Hamrell Phone: 910-603-0989

Address: 1117 Ponderosa Rd. Raleigh, NC 27612

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 _____



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 13th day of March, year of 2023 by and between the City of Raleigh, North Carolina, (the "City") and PHILLIP + RACHEL HARRELL, (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 121 Ponderosa Rd., 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 Marchell E. Hamell Attest Gail G. Smith

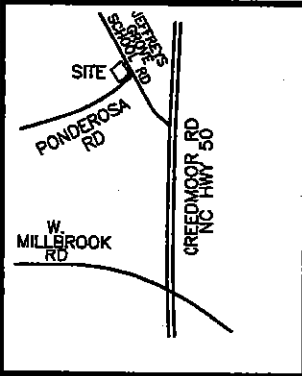
The City
 By Marchell Adams-David, City Manager Attest Gail G. Smith, City Clerk

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.



VICINITY MAP NTS

NOTES

AREA BY COORDINATES
 NO HORIZONTAL CONTROL FOUND WITHIN 2000'
 THIS SURVEY DID NOT HAVE THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO MATTERS ONE MAY DISCLOSE.
 PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS.

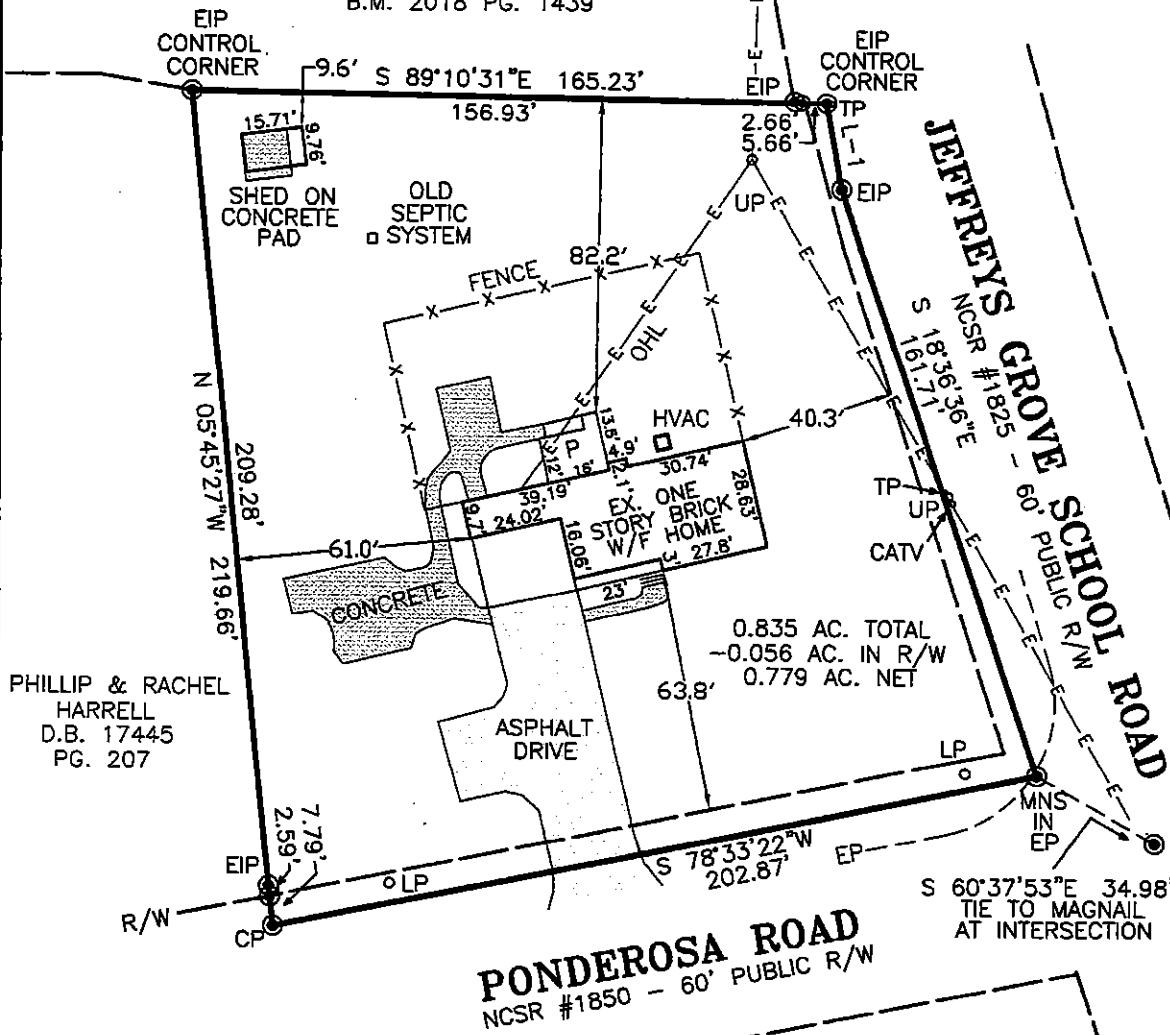
THIS LOT IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720079600K EFF. DATE: 07/19/2022 ZONE X

COURSE	BEARING	DISTANCE
L-1	S 10°08'40"E	23.03'

LEGEND

- EIP - EXISTING IRON PIPE
- CP - COMPUTED POINT
- LP - LIGHT POLE
- UP - UTILITY POLE
- TP - TELEPHONE PEDESTAL
- OHL - OVERHEAD LINES
- CATV - CABLE TV PEDESTAL
- HVAC - HEAT/AIR UNIT
- W/F - WOOD FRAME
- D.B. - DEED BOOK
- B.M. - BOOK OF MAPS
- R/W - RIGHT OF WAY
- AC - ACRES
- NTS - NOT TO SCALE
- P - PORCH
- EP - EDGE OF PAVEMENT
- MNS - MAGNAIL SET

SAMUEL & JENNIFER ELLIS
 D.B. 19046 PG. 1838
 B.M. 2018 PG. 1439

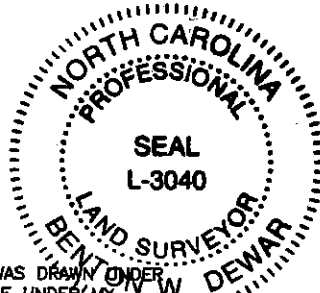


PHILLIP & RACHEL HARRELL
 D.B. 17445
 PG. 207

D.B. 16312 PG. 1409

PONDEROSA ROAD
 NCSR #1850 - 60' PUBLIC R/W

S 60°37'53"E 34.98'
 TIE TO MAGNAIL AT INTERSECTION



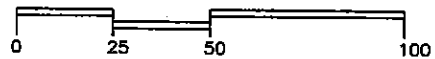
PHYSICAL SURVEY FOR:
PHILLIP HARRELL & RACHEL HARRELL

6121 PONDEROSA ROAD
 RALEIGH, NC 27612

DEED BOOK 16312 PAGE 1409
 DEED BOOK 16312 PAGE 1242
 PIN #0796491982
 HOUSE CREEK TOWNSHIP
 WAKE COUNTY - NORTH CAROLINA
 SCALE: 1" = 50' NOVEMBER 22, 2022

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1:10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS PAGE NOTED; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS. PER G.S. 47-30 AS AMMENDED. LICENSE NUMBER AND SEAL THIS 22ND DAY OF NOVEMBER 2022.

Benton W. Dewar
 PROFESSIONAL LAND SURVEYOR L-3040



BENTON DEWAR & ASSOCIATES
 PROFESSIONAL LAND SURVEYOR
 5920 HONEYCUTT ROAD
 HOLLY SPRINGS, NC 27540
 (919)-552-9813

22-2185
 HARRELL/22/650

THIS PLAT MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

**Property Description for Annexation
6121 Ponderosa Rd., Raleigh, NC 27612**

Beginning at point in the Western margin of Jeffreys Grove School Road, said point of beginning being located in the Northwestern corner of the intersection of said Jeffreys Grove School Road and Ponderosa Road and being also 200.87 feet North 78 degrees 30 minutes 07 seconds East from an existing (new) iron pipe as shown in Book of Map 1962, Page 125; then from said point of beginning, South 78 degrees 30 minutes 07 seconds West 200.87 feet along the Northern margin of Ponderosa Road to an existing (new) iron pipe described above thence North 6 degrees 16 minutes West 219.90 feet to an existing iron pipe, thence South 81 degrees 30 minutes East 171.20 feet to a new iron pipe; thence South 18 degrees 35 minutes East 161.67 feet to a new iron pipe, the point and place of beginning and being that parcel of land recorded in the Wake County Registry at Deed Book 1961, Page 636 and Deed Book 3926, Page 384, all according to survey of John Y. Phelps Jr Registered Land surveyor, dated June 30, 1989.

Beginning at point in the Western margin of Jeffreys Grove School Road, said point of beginning being located North 18 degrees 35 minutes West 161.67 feet from the intersection of Jeffreys Grove School Road and Ponderosa Road, thence with the line of the lot described in Deed Book 4523, page 195, North 81 degrees 30 minutes West 171.20 feet an existing iron pipe thence with the line of N/F Gower Property South 89 degrees 19 minutes 12 seconds East 165.21 feet an existing iron pipe thence along the right of way of Jeffreys Grove School Road South 10 degrees 00 minutes 43 seconds East 23.70 feet to the point and place of beginning. Containing an Area of 1,924 SQ.FT. 0.04 ACRES.

