






1 inch = 250 feet

**0, 4225, 4229, 4237 MACON POND RD
CONTIGUOUS PETITION ANNEXATION
PROPOSED EFFECTIVE 12/7/21**



-  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 D

Annexation Case File# AX-21-2021

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 the Raleigh City Limits



RALEIGH
DEPARTMENT OF
CITY PLANNING



Department of City Planning | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2682

Section A 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:

<input type="checkbox"/>	Written metes and bounds description of the property to be annexed must be attached to this application. See page 2.	
<input type="checkbox"/>	Electronic Word document of the written metes and bounds must be e-mailed to: JP.Mansolf@raleighnc.gov	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	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 .	
<input type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan showing City Building Permit Transaction Number or Group Housing Number (GH-_____-13, etc.) or ASR-0009-2021	Copy of Subdivision Plat submitted for lot recording approval with City file number (S-_____-13, etc.)
<input type="checkbox"/>	Projected Market Value of Development at build-out (land and improvements).	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application , page 2.	
Required, but often missing information. Please make sure to include the following:		
<input type="checkbox"/>	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.	
<input type="checkbox"/>	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</u> MUST be filled in!	
<input type="checkbox"/>	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/>	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.		
<input type="checkbox"/>	Standard Payment Contract should be <u>dated, signed and notarized</u> and submitted with this application (see Section E).	

Section B Submittal Deadlines				
Petitions for annexation are accepted by Planning & Development at any time. There are no fees required for submittal of an annexation petition. The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.				
(The City reserves the right to make exceptions to this general processing schedule when necessary.)				
Section C Summary Information / Metes and Bounds Descriptions				
Development Project Name				
Street Address				
City of Raleigh Subdivision approval # (S-_____ - _____) or ASR-0009-2021	Building Permit Transaction # _____ or _____	Group Housing # (GH-_____ - _____ - _____)		
Wake County Property Identification Number(s) list below				
P.I.N.	P.I.N.	P.I.N.		
P.I.N.	P.I.N.	P.I.N.		
Acreage of Annexation Site		Linear Feet of Public Streets within Annexation Boundaries		
Annexation site is requesting connection to City of Raleigh Water <input type="checkbox"/> and/or Sewer <input type="checkbox"/>				
Number of proposed dwelling units				
Type of Units:	Single Family _____	Townhouse _____	Condo _____	Apartment _____
Building Square Footage of Non-Residential Space				
Specific proposed use (office, retail, warehouse, school, etc.)				
Projected market value at build-out (land and improvements) \$				
Person to contact if there are questions about the petition				
Name				
Address				
Phone	Fax #		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				

Section D 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 C) 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, not closer to the limits of any other municipality 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 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.160A-385.1 or 153A-344.1 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 26th day of August, 20 21 by the owners of the property described in Section C.

Owner's Signature(s)

Signature Nick Ray Harrison, Jr Date 8/26/2021

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

N/A

Print owner name(s) and information

Name Nick Ray Harrison, Jr Phone _____

Address 909 Two Brothers Run, Raleigh, NC 27603

Name Guy M. Watkins Phone _____

Address 1902 Brookhaven Run Circle, Deluth, GA 30097

Name W. Lloyd Harrison Phone _____

Address 4225 Macon Pond Rd, Raleigh, NC 27607

Name William L. Harrison & Jane C. Harrison Phone _____

Address 4225 Macon Pond Rd, Raleigh, NC 27607

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 City Clerk and Treasurer _____

Section E Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 10-6081(c), 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.

This Agreement ("the Agreement") is made this the 26 day of August, year of 2021 by and between the City of Raleigh, North Carolina, (the "City") and Nick Ray Harrison, Jr. (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 0, 4225, 4229, and 4237 Macon Pond Road,

City file ASR-0009-2021, 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 10-6081(c).

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 10-6081 (c). 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 race, color, creed, national origin, gender, age, handicap, or sexual orientation 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 the City of Raleigh Ordinance 1969-889, 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

Nick Ray Harrison Jr.

Attest

Alycia W. Harrison

Section D 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 C) 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, not closer to the limits of any other municipality 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 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.160A-385.1 or 153A-344.1 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 27 day of August, 20 21 by the owners of the property described in Section C.

Owner's Signature(s)

Signature _____ Date _____

Signature Guy M. Watkins Date 8-27-21

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

N/A

Print owner name(s) and informationName Nick Ray Harrison, Jr Phone _____Address 909 Two Brothers Run, Raleigh, NC 27603Name Guy M. Watkins, Trustee of F.A. Guy M. Watkins Revocable Trust Phone 770-712-9100Address 1902 Brookhaven Run Circle, Deluth, GA 30097Name W. Lloyd Harrison Phone _____Address 4225 Macon Pond Rd, Raleigh, NC 27607Name William L. Harrison & Jane C. H Phone _____Address 4225 Macon Pond Rd, Raleigh, NC 27607**Above signature(s) attested by** Nancy J. Watkins

Received by the City Council of Raleigh, North Carolina, this _____ day of _____, 20_____, at a Council meeting duly held.

Signature of City Clerk and Treasurer _____

Section E Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 10-6081(c), 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
<p>This Agreement ("the Agreement") is made this the <u>27</u> day of <u>August</u>, year of <u>2021</u> by and between the City of Raleigh, North Carolina, (the "City") and <u>Guy M. Watkins, Trustee of Guy M. Watkins Revocable Trust</u>, (the "Owner");</p>		
W I T N E S S E T H		
<p>WHEREAS, The Owner has petitioned the City to be annexed into the corporate City limits, City File No. _____;</p> <p>WHEREAS, The Owner has initiated a development project at <u>0, 4225, 4229, and 4237 Macon Pond Road</u>, City file <u>ASR-0009-2021</u>, and said development contains sewer connections with the utility system of the City; and</p> <p>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 10-6081(c).</p> <p>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:</p> <ol style="list-style-type: none"> 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 10-6081 (c). 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 race, color, creed, national origin, gender, age, handicap, or sexual orientation 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 the City of Raleigh Ordinance 1969-889, 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. <p>In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.</p>		
<p>Owner By <u>Guy M. Watkins, Trustee</u> Attest <u>Nancy F. Watkins</u> <u>Guy M. Watkins Revocable Trust</u></p>		

Section D 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 C) 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:



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Not Contiguous to the municipal limits of the City of Raleigh, North Carolina, not closer to the limits of any other municipality 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 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.160A-385.1 or 153A-344.1 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 26th day of August, 20 21 by the owners of the property described in Section C.

Owner's Signature(s)

Signature _____ Date _____

Signature _____ Date _____

Signature W. Lloyd Harrison Date 8-26-21

Signature William L. Harrison Date 8-26-21
Jane C. Harrison 8-26-21

Print owner name(s) and information

Name Nick Ray Harrison, Jr Phone _____

Address 909 Two Brothers Run, Raleigh, NC 27603

Name Guy M. Watkins Phone _____

Address 1902 Brookhaven Run Circle, Deluth, GA 30097

Name W. Lloyd Harrison Phone _____

Address 4225 Macon Pond Rd, Raleigh, NC 27607

Name William L. Harrison & Jane C. H Phone _____

Address 4225 Macon Pond Rd, Raleigh, NC 27607

Corporate Seal

N/A

Above signature(s) attested by [Signature] Alea Sattenhite

Received by the City Council of Raleigh, North Carolina, this _____ day of _____, 20____, at a Council meeting duly held.

Signature of City Clerk and Treasurer _____

Section E Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 10-6081(c), 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 26 day of August, year of 2021 by and between the City of Raleigh, North Carolina, (the "City") and William L. Harrison & Jane C. Harrison, W. Lloyd Harrison, (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 0, 4225, 4229, 4237 Macon Pond Road,
City file ASR-0009-2021, 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 10-6081(c).

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 10-6081 (c). 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 race, color, creed, national origin, gender, age, handicap, or sexual orientation 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 the City of Raleigh Ordinance 1969-889, 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 <u>W. Lloyd Harrison</u> By <u>Jane C. Harrison</u>	Attest <u>Alea Satterthine</u>
--	--------------------------------

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 _____ day

of _____ in the year _____.

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.

Annexation Legal Description for
0, 4225, 4229 & 4237 Macon Pond Road

BEGINNING at an existing iron pipe in the southern right-of-way of Macon Pond Road (60' ROW), having NC Grid Coordinates N: 753,682.40 and E: 2,084,874.96, the **Beginning Point**, thence along that right-of-way: (i) South 64° 21' 40" East 48.23' to a point; (ii) South 76° 11' 37" East 184.74' to a point; (iii) South 73° 51' 26" East 28.50' to a new iron pipe; (iv) South 73° 45' 15" East 99.43' to new iron pipe; (v) South 73° 45' 15" East 100.13' to an existing iron pipe; and (vi) South 75° 18' 55" East 177.54' to an existing iron pipe also being in the western right-of-way of Edward's Mill Road (150' ROW); thence along that right-of-way: (i) South 4° 15' 29" East 87.44' to a bent iron pipe; and (ii) South 31° 55' 54" West 315.80' to an existing iron pipe also being in the common property line with lands now or formerly owned by the State of North Carolina; thence along that common property line: (i) North 88° 31' 13" West 28.39' to an existing iron pipe; (ii) North 88° 21' 48" West 200' to a new iron pipe also being in the common property line with lands now or formerly owned by Nick Ray Harrison, Jr. (Deed Book 10671, Page 307); thence along that common property line: (i) North 7° 9' 19" East 116.05' to an existing iron pipe; (ii) North 30° 50' 17" West 178.85' to a new iron pipe; and (iii) North 30° 8' 37" West 293.70' to the **Beginning Point**, all as shown on that "*Survey for Blue Heel Development, LLC*", prepared by Cawthorne, Moss & Panciera, P.C. and last revised May 19, 2021.

I, L. JORDAN PARKER, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HERE ON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS 19 DAY OF MAY A.D. 2021.

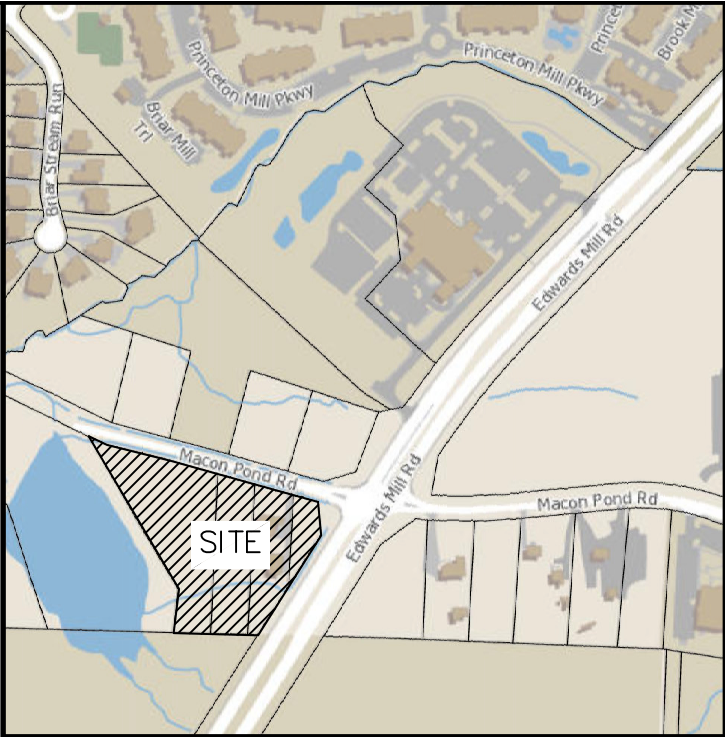
Larry Jordan Parker, Jr. L-4685
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER



THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

Larry Jordan Parker, Jr. L-4685
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 62°18'53" W	153.06'
L-2	S 64°21'40" E	48.23'
L-3	S 04°15'29" E	87.44'
L-4	S 73°51'26" E	28.50'
L-5	N 25°44'43" E	30.06'
L-6	S 64°17'17" E	45.09'
L-7	S 76°11'37" E	159.60'
L-8	S 73°51'26" E	44.34'
L-9	S 73°51'26" E	99.89'
L-10	S 73°51'26" E	99.89'
L-11	S 02°28'02" W	30.30'
L-12	N 02°50'12" E	30.06'
L-13	N 01°53'57" E	30.00'



VICINITY MAP

LEGEND:

EIP - EXISTING IRON PIPE
EIB - EXISTING IRON BAR
BEIP - BENT IRON PIPE
BEIB - BENT IRON BAR
CM - CONCRETE MONUMENT
EPK - EXISTING PK NAIL
SPK - SET PK NAIL
NIP - NEW IRON PIPE SET
R/W - RIGHT OF WAY
CATV - CABLE TV BOX
EB - ELECTRIC BOX
TEL - TELEPHONE PEDESTAL
PP - POWER POLE
OHL - OVERHEAD LINE
LP - LIGHT POLE
WM - WATER METER
WV - WATER VALVE
CO - SEWER CLEAN-OUT
MH - MANHOLE
ECM - EXISTING CONCRETE MONUMENT
ARV - AIR RELEASE VALVE
UG - UNDERGROUND

LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS
---	COMM - COMM - COMM - COMMUNICATION
---	FO - FO - FO - FIBER OPTIC

NOTES:

- THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
- UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED FOR THIS PLAT.
- ALL BEARINGS AND DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS

SURVEY FOR

BLUE HEEL DEVELOPMENT, LLC

4225, 4229, & 4237 MACON POND ROAD
LOT 13 - OWNERS: WILLIAM L. HARRISON & JANE C HARRISON

REF: D.B. 2464, PAGE 472
REF: B.M. 2006, PAGE 1626

LOT 14 - OWNERS: GUY M. WATKINS TRUSTEE & THE GUY M. WATKINS REVOCABLE TRUST

REF: D.B. 17476, PAGE 2005
REF: B.M. 1980, PAGE 456

LOTS 15 & 16 OWNERS: NICK RAY HARRISON HEIRS
REF: D.B. 2841, PAGE 559
REF: B.M. 1980, PAGE 456

CITY OF RALEIGH
WAKE COUNTY, NORTH CAROLINA

60 30 0 60 120

SCALE 1"=60'

MARCH 30, 2020

REVISED APRIL 3, 2020

REVISED AUGUST 25, 2020

REVISED MAY 19, 2021

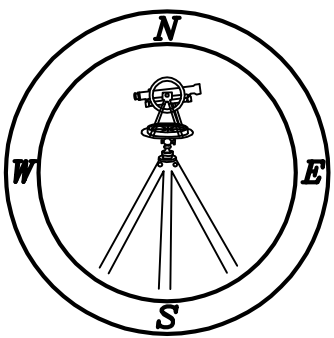
ZONED R-4

REFERENCES:

- B.M. 1980, PG. 456
- B.M. 2006, PG. 1626
- B.M. 2004, PG. 1835
- NC DOT PROJECT - 8.2402802

PIN# REFERENCES:

- 0785.15-53-4453
- 0785.15-53-3365
- 0785.15-53-2355
- 0785.15-53-1412



CMP

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

I, L. JORDAN PARKER, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HERE ON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS 11 DAY OF AUGUST A.D. 2021.

DocuSigned by:
Larry Jordan Parker, Jr.
L-4685
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER



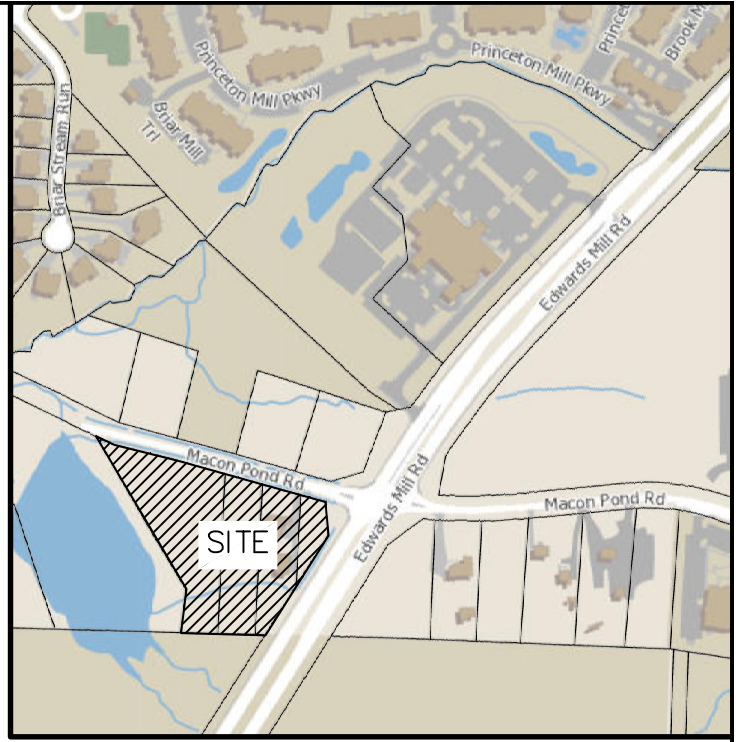
THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

L-4685
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 62°18'53" W	153.06'
L-2	S 64°21'40" E	48.23'
L-3	S 04°15'29" E	87.44'
L-4	S 73°51'26" E	28.50'
L-5	N 25°44'43" E	30.06'
L-6	S 64°17'17" E	45.09'
L-7	S 76°11'37" E	159.60'
L-8	S 73°51'26" E	44.34'
L-9	S 73°51'26" E	99.89'
L-10	S 73°51'26" E	99.89'
L-11	S 02°28'02" W	30.30'
L-12	N 02°50'12" E	30.06'
L-13	N 01°53'57" E	30.00'



NC GRID NAD 83/2011



VICINITY MAP

LEGEND:

EIP - EXISTING IRON PIPE
EIB - EXISTING IRON BAR
BEIP - BENT IRON PIPE
BEIB - BENT IRON BAR
CM - CONCRETE MONUMENT
EPK - EXISTING PK NAIL
SPK - SET PK NAIL
NIP - NEW IRON PIPE SET
R/W - RIGHT OF WAY
CATV - CABLE TV BOX
EB - ELECTRIC BOX
TEL - TELEPHONE PEDESTAL
PP - POWER POLE
OHL - OVERHEAD LINE
LP - LIGHT POLE
WM - WATER METER
WV - WATER VALVE
CO - SEWER CLEAN-OUT
MH - MANHOLE
ECM - EXISTING CONCRETE MONUMENT
ARV - AIR RELEASE VALVE
UG - UNDERGROUND

NOTES:

1. THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
2. UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED FOR THIS PLAT.
3. ALL BEARINGS AND DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS

ANNEXATION PLAT FOR

BLUE HEEL DEVELOPMENT, LLC

4225, 4229, & 4237 MACON POND ROAD
LOT 13 - OWNERS: WILLIAM L. HARRISON
& JANE C HARRISON

REF: D.B. 2464, PAGE 472
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CITY OF RALEIGH
WAKE COUNTY, NORTH CAROLINA



SCALE 1"=60'

MARCH 30, 2020

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REVISED MAY 19, 2021

REVISED AUGUST 11, 2021

ZONED R-4

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- NCDOT PROJECT - 8.2402802

PIN# REFERENCES:

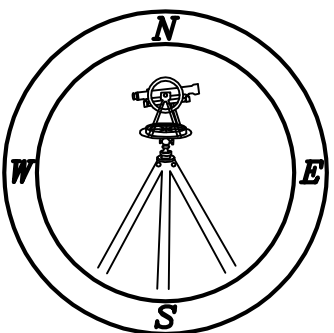
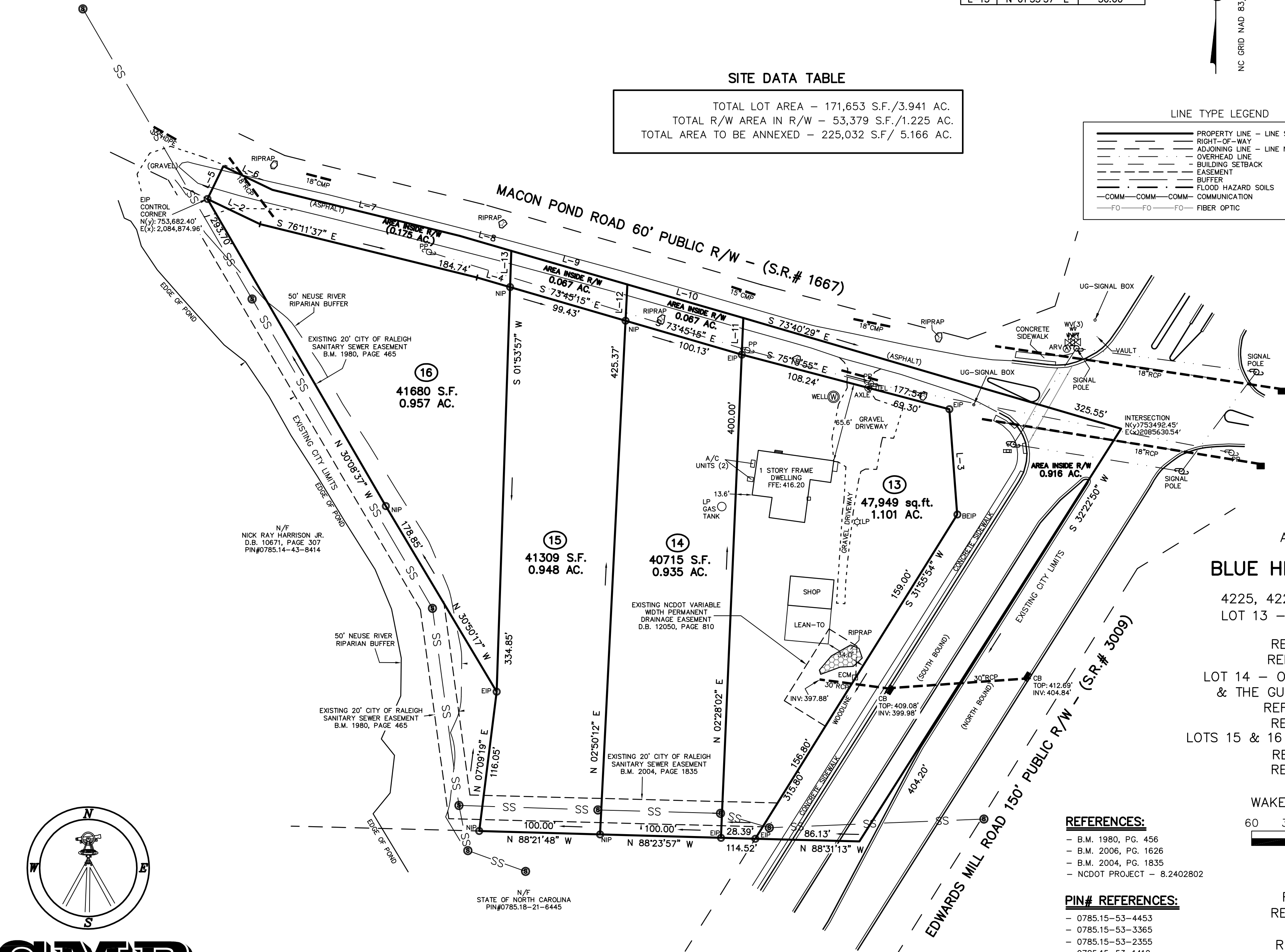
- 0785.15-53-4453
- 0785.15-53-3365
- 0785.15-53-2355
- 0785.15-53-1412

SITE DATA TABLE

TOTAL LOT AREA - 171,653 S.F./3.941 AC.
TOTAL R/W AREA IN R/W - 53,379 S.F./1.225 AC.
TOTAL AREA TO BE ANNEXED - 225,032 S.F./ 5.166 AC.

LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS
---	COMM - COMM - COMM - COMMUNICATION
---	FO - FO - FO - FIBER OPTIC



CMP

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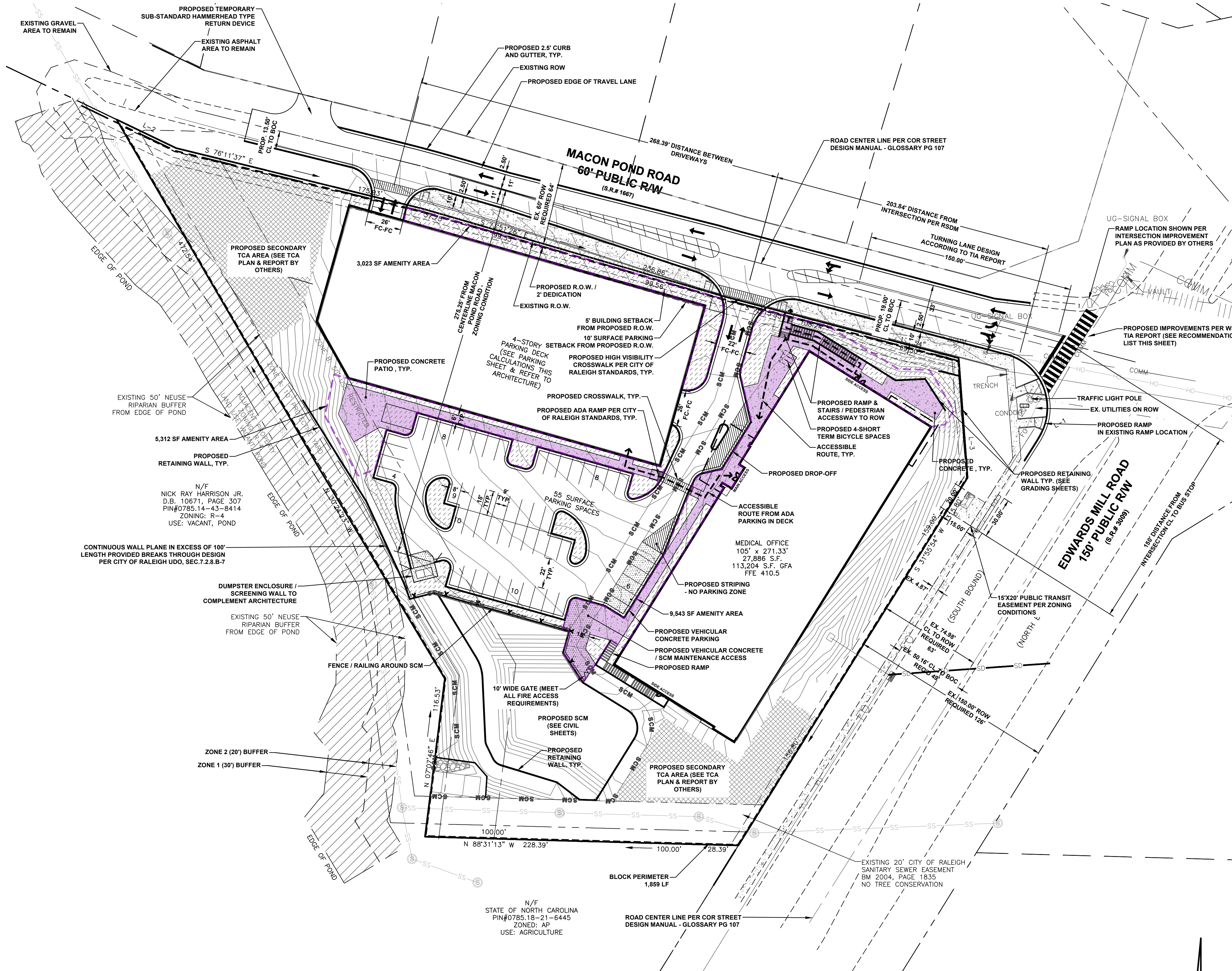
(MACONPOND.DWG - JC)



0 50 100 200 ft
1 inch = 100 feet

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.



LEGEND

PROP. STORM DRAINAGE EASEMENT (SDE)	
PROP. SANITARY SEWER EASEMENT	
PROPOSED SIDEWALK	
PROPOSED PLANTING STRIP	
EXISTING STREAM BUFFER	
PROPOSED OUTDOOR AMENITY AREA	
ADA ACCESSIBLE AMENITY AREA	

SITE DATA TABLE

PIN #:	0785-53-1412, 0785-53-2355, 0785-53-3365, 0785-53-4453
EXISTING SITE AREA:	+/- 3.94 ACRES (171,653 S.F.)
ROW DEDICATION:	+/- 0.03 ACRES (1,275 S.F.)
PROPOSED SITE AREA:	+/- 3.91 ACRES (170,378 S.F.)
ZONING:	OX-5-CU
OVERLAY DISTRICT:	N/A
FRONTAGE TYPE:	N/A
CURRENT USE:	SINGLE FAMILY/VACANT
PROPOSE USE:	MEDICAL OFFICE
BUILDING FOOTPRINT SQUARE FOOTAGE(S):	
MEDICAL OFFICE:	+/- 27,886 SF
PARKING DECK:	+/- 31,988 SF
OVERALL MEDICAL OFFICE BUILDING GFA:	113,204 SF.

EXISTING PARKING CALCULATION:	NO EXISTING PARKING
PROPOSED PARKING CALCULATIONS:	
REQUIRED VEHICLE PARKING:	1 SPACE / 400 S.F. GFA 113,204 GFA / 400 = 283 SPACES
PROPOSED VEHICLE PARKING:	457 SPACE (55 SURFACE PARKING + 402 DECK PARKING) 7 REGULAR AND 2 VAN COVERED ADA PARKING PROVIDED IN DECK 2ND FLOOR ADJACENT TO FRONT ENTRANCE OF MEDICAL BUILDING
REQUIRED BICYCLE PARKING:	
SHORT TERM	4 MINIMUM
COVERED LONG TERM	1 SPACE/5,000 GFA = 22.7
PROPOSED BICYCLE PARKING:	
SHORT TERM	4 SPACES
COVERED LONG TERM	23 SPACES PROVIDED IN DECK

AMENITY AREA CALCULATIONS:

REQUIRED 10% TOTAL SITE AFTER ROW DEDICATION -	17,038 SF
PROPOSED AMENITY AREA -	17,878 SF
PROPOSED 8,619 SF (50.58%) OF OUTDOOR AMENITY AREA USABLE TO PEDESTRIAN AND ADA ACCESSIBLE, AS REQUIRED PER ORDINANCE 2021-255 TC 450	
TC-1-21 OUTDOOR AMENITY AREA	
BLOCK PERIMETER:	
REQUIRED 2,500 LF. MAX -	PROPOSED 2,409 LF.
BASED ON UDO ARTICLE 8.3 AND TC-6-19, BLOCK PERIMETER FOR THE SITE WOULD BE BASED ON NATURAL OBSTRUCTION. THE SURVEY SHOWS THE BUFFER AROUND THE POND AND THE GIS SHOWS THE BLUELINE STREAM FURTHER SOUTHEAST TOWARDS EDWARDS MILL. USING THE BUFFERS OF THOSE TWO NATURAL OBSTRUCTIONS, THE BLOCK PERIMETER WOULD BE UNDER DE REQUIRED AMOUNT.	

TIA RECOMMENDATIONS PER WSP REPORT DATED JUNE 2020

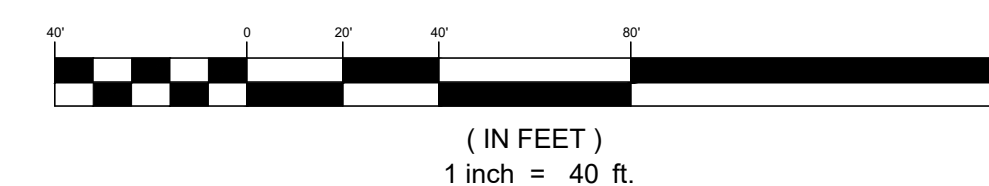
Conclusions and Recommendations
Based on the capacity analysis for the all the scenarios, the impact of trips associated with the proposed site on the study area intersections are minimal. The following improvements are recommended to accommodate the site generated traffic:

Improvements by Developer

- Macon Pond and Site Driveway 1**
- Provide Site Driveway 1 one ingress and one egress lane.
 - Revise the pavement marking for the eastbound through lane on Macon Pond Road to a shared through/right-turn.
 - Revise the pavement marking for the westbound through lane on Macon Pond Road to a shared through/left turn.
- Macon Pond Road and Site Driveway 2**
- Provide Site Driveway 2 one ingress and one egress lane.
 - Revise the pavement marking for the eastbound through lane on Macon Pond Road to a shared through/right-turn.
 - Revise the pavement marking for the westbound through lane on Macon Pond Road to a shared through/left turn.

- Macon Pond Road and Edwards Mill Road**
- Provide an exclusive eastbound left-turn lane with 150 feet of full storage and an appropriate taper.
 - Modify the future traffic signal (Rex Cancer Center) to accommodate the eastbound left-turn lane.

GRAPHIC SCALE



PRELIMINARY
NOT FOR
CONSTRUCTION

BY

ER

LB

DATE

05/28/2021

07/16/2021

NO.

1

2

REVISION

FIRST REVIEW COMMENTS

SECOND REVIEW COMMENTS

SITE PLAN

MACON POND MEDICAL OFFICE

BLUE HEEL DEVELOPMENT

RALEIGH, NC

PROJECT INFORMATION

PROJECT MANAGER: AA

DESIGNED BY: ER

DRAWN BY: ER

PROJECT NUMBER: IP25.100

ORIGINAL DATE: FEB 05, 2021

SHEET: C2.0