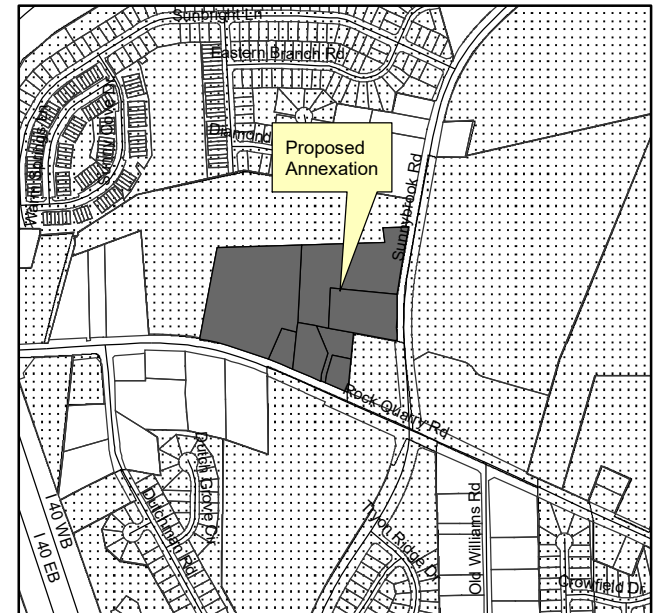


1 inch = 500 feet

**3501, 3529, 3601, 3607 ROCK QUARRY RD;  
2400, 2412 SUNNYBROOK RD  
CONTIGUOUS PETITION ANNEXATION  
PROPOSED EFFECTIVE 2/1/22**



- 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   C  

Annexation Case File# AX-30-2021

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 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:

3501, 3529, 3601, 3605, 3607 Rock Quarry Road and 2400, 2412 Sunnybrook Road

City of Raleigh Subdivision approval #:  
S- \_\_\_\_\_ or

Building Permit #:  
\_\_\_\_\_ or

Group Housing #:  
GH- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**SPR-0187-2021**

Wake County (PINs) Property Identification Number(s):

1722273667, 1722276412, 1722274229, 1722274162, 1722272292, 1722271273, 1722179577

Acreage of Annexation Site:  
**14.07**

Linear Feet of New Public Streets within Annexation Boundaries:  
**506 Linear Feet**

Annexation site is requesting connection to City of Raleigh Water ☒ and/or Sewer ☒

Number of proposed dwelling units: **192 proposed units**

### Total Breakdown of Dwelling Units

Single-Family Home

Multi-Family - Condo/Apartment

Multi-Family – Townhouse

Unit Count \_\_\_\_\_

Unit Count **192**

Unit Count \_\_\_\_\_

### Complete only for Townhome Units:

Are there more than 6 units in one group of townhomes? ☐ Y ☐ N

### Complete only for Condo/Apartment units:

Are buildings multi-story with stacked units?  
☒ Y ☐ N

Will there be a community trash compactor?  
☒ Y ☐ N

Unit Count +/- Description:

*Example*

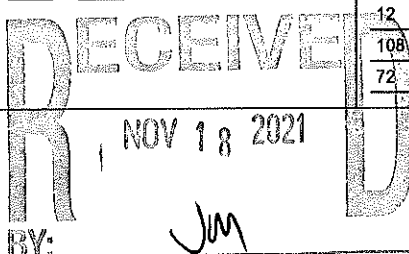
30 Studio + 1 Bath

50 1 BR + 1.5 Bath

Count Bedroom + Bath

Total Proposed Bathrooms: 336

|     |      |   |       |
|-----|------|---|-------|
| 12  | 1 BR | + | _____ |
| 108 | 2 BR | + | _____ |
| 72  | 3 BR | + | _____ |



|   |        |
|---|--------|
| Building Square Footage of Non-Residential Space: 1500  |        |
| Specific proposed use (office, retail, warehouse, school, etc.): <u>Residential apartment and accessory structures</u>  |        |
| Projected market value at build-out (land and improvements): \$ <u>30,000,000.00</u>  |        |
| <b>Applicant Contact Information</b>  |        |
| Property Owner(s):  |        |
| Primary Mailing Address:  |        |
| Phone:  | Email: |
| <b>Project Contact information (if different that property owner)</b>   |        |
| Contact(s):   |        |
| Primary Mailing Address:  |        |
| Phone:  | Email: |
| <b>Written metes and bounds description of property to be annexed:</b> Attach additional sheets if necessary.<br>An electronic copy in word format must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a> or<br><a href="mailto:Carmen.Kuan@raleighnc.gov">Carmen.Kuan@raleighnc.gov</a> . |        |

### 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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E. Goodwin Date Oct 26-21

Signature Barbara J. Goodwin Date 10-26-21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Corporate Seal

#### Print Owner Name(s) and Information:

Name: William Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: Barbara J Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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 \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ by and between the City of Raleigh, North Carolina, ( the "City") and William and Barbara J. Goodwin, (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

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 William E. Jordan

Attest Maria D. Kohnert

**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.

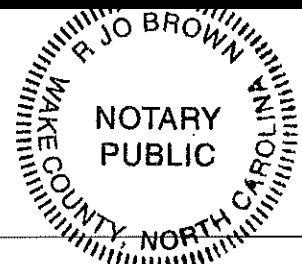
**Notary Public**

**Seal**

Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public: R. Jo Brown

My commission expires May 9, 2023



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

| Section C Annexation Petition  |  |
|--|--|
| <b>State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina</b>  |  |
| <p><b>Part 1</b> 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. <b>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.</b> The property to be annexed is:</p>   |  |
| <input type="checkbox"/>   | <b>Contiguous</b> to the present corporate limits of the City of Raleigh, North Carolina, or   |
| <input type="checkbox"/>   | <b>Not Contiguous</b> 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). |
| <p><b>Part 2</b> The undersigned certify that they have researched the assessment lien rolls of the City (located at <a href="https://raleighnc.gov/services/doing-business/assessment-liens">https://raleighnc.gov/services/doing-business/assessment-liens</a>), and that the property described in this application, including any portion thereof, <input type="checkbox"/> is / <input type="checkbox"/> 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 _____.</p> |  |
| <p><b>Part 3</b> 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.</p>  |  |
| <p>Do you declare such vested rights for the property subject to this petition? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>   |  |
| <p>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.</p>  |  |
| <p><b>Signed</b> this <u>26<sup>th</sup></u> day of <u>October</u>, 20<u>21</u> by the owners of the property described in Section B.</p>  |  |
| <p><b>Owner's Signature(s):</b></p> <p>Signature <u>William E. Goodwin</u> Date <u>Oct 26 2021</u></p> <p>Signature _____ Date _____</p> <p>Signature _____ Date _____</p> <p>Signature _____ Date _____</p>   | <p style="text-align: center;"><b>Corporate Seal</b></p>   |
| <p><b>Print Owner Name(s) and Information:</b></p>   |  |
| <p>Name: <u>Goodwin Grier and Associates LLC</u> Phone: _____</p> <p>Address: <u>2502 Cravenridge Place Garner, NC 27529</u></p>   |  |
| <p>Name: _____ Phone: _____</p> <p>Address: <u>2502 Cravenridge Place Garner, NC 27529</u></p>   |  |
| <p><b>Above signature(s) attested by</b></p>   |  |
| <p>Received by the City Council of Raleigh, North Carolina, this _____ day of _____ 20____, at a Council meeting duly held.</p> <p><b>Signature of the City Clerk and Treasurer:</b> _____</p>   |  |



### 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.

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**County of Wake**

**Agreement**

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### 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).

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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.

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7. This Agreement may only be amended in writing signed by the parties hereto or their respective successors.
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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

William E. Goodson

Attest

Mari D. Robertson

**The City**

By

Marchell Adams-David, City Manager

Attest

Gail G. Smith, City Clerk

**North Carolina**

**Wake**

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**Notary Public**

**Seal**

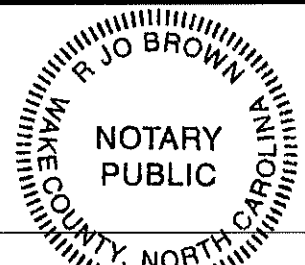
Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public:

R. Ja Brown

My commission expires

May 9, 2023



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

### Section C Annexation Petition

**State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina**

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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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

**Owner's Signature(s):**

Signature William E. Goodwin Date Oct 26-21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

**Print Owner Name(s) and Information:**

Name: William Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

**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:** \_\_\_\_\_

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### WITNESSETH

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**In Witness Whereof**, the parties hereto have caused this agreement to be executed the day and year first above written.

**Owner**

By William E. Good

Attest Maria D. Robertson

**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.

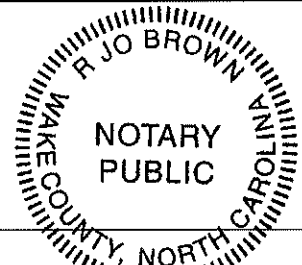
**Notary Public**

**Seal**

Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public: R. Jo Brown

My commission expires May 9, 2023



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

### 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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E Goodwin Date Oct 26 2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Corporate Seal

#### Print Owner Name(s) and Information:

Name: William E Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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 \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ by and between the City of Raleigh, North Carolina, ( the "City") and William E. Goodwin, (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

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

Whip E. Gordon

Attest

Marc D. Robertson

**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.

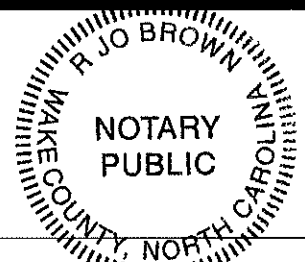
**Notary Public**

**Seal**

Witness my hand and official seal this 26th day of October in the year of 2021.

Notary Public: R. J. Brown

My commission expires May 9, 2023



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



### Section C Annexation Petition

#### State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina

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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 29<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

**Owner's Signature(s):**

Signature Theodore McCullen Date 10-29-2021  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

**Print Owner Name(s) and Information:**

Name: Theodore McCullen Phone: \_\_\_\_\_  
 Address: 8108 Harps Mill Road 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:** \_\_\_\_\_

### 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**

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**This Agreement** ("the Agreement") is made this the \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ by and between the City of Raleigh, North Carolina, ( the "City") and Theodore McCullen, (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).

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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 Shedone McCullen Attest [Signature]

**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 29<sup>th</sup> day of October in  
the year of 2021.

Notary Public: Darby Cody [Signature]  
My commission expires 7-11-2026

Darby Cody  
NOTARY PUBLIC  
Wake County  
North Carolina  
My Commission Expires July 11, 2026

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

## Section E Submittal Checklist

**Please include all of the following (check off).** If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

|  |   |   |
|--|---|---|
| <input type="checkbox"/>   | <b>Annexation Petition Fee</b> (see the <a href="#">Development Fee Guide webpage</a> for current fee)  |   |
| <input type="checkbox"/>   | <b>Written metes and bounds description of the property to be annexed</b> must be attached to this application. See page 1  |   |
| <input type="checkbox"/>   | <b>Electronic Word document of the written metes and bounds</b> must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a> or <a href="mailto:Carmen.Kuan@raleighnc.gov">Carmen.Kuan@raleighnc.gov</a> .   |   |
| <input type="checkbox"/>   | <b>Survey or Plat</b> showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible. The survey or plat, if not already recorded, must be signed by a land surveyor licensed in the State of NC. The survey must be valid for the purposes of recording as set forth in NC General Statute § 47-30. |   |
| <input type="checkbox"/>   | <b>City or County Property Map</b> 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 <b>existing and proposed city limits</b> .   |   |
| <input type="checkbox"/>   | <b>Copy of Approved Preliminary Site Plan or Final Site Plan</b> showing City Building Permit Transaction Number or Group Housing Number (GH-_____-13, etc.) <b>or</b>  | <b>Copy of Subdivision Plat</b> submitted for lot recording approval with City file number (S-_____-13, etc.) |
| <input type="checkbox"/>   | <b>Projected Market Value of Development</b> at build-out (land and improvements).  |   |
| <input type="checkbox"/>   | <b>General Annexation Area Data:</b> 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"/>   | <b>This application form</b> completed, <u>dated and signed</u> by the property owner(s) and attested <b>submitted by the deadlines noted in section B of this application</b> , pages 1 and 2.   |   |
| <b>Required, but often missing information. Please make sure to include the following:</b>   |   |   |
| <input type="checkbox"/>   | <b>Correct Parcel Identification Number(s) (PIN).</b> Call Wake County Geographic Information Services at 919-856-6360, if there is any question about the parcel identifier. <b>This is very important.</b> Please indicate if the property being requested for annexation is only a portion of an existing parcel.  |   |
| <input type="checkbox"/>   | <b>Owner's Signatures and Date of Signatures.</b> See page 3 of this application. All real property owners must sign the application, and the <u>date of signature</u> <b>MUST</b> be filled in!  |   |
| <input type="checkbox"/>   | <b>Corporate Seal</b> for property owned by a corporation.  |   |
| <input type="checkbox"/>   | <b>Rezoning Application</b> , if the property is currently outside <u>Raleigh's Extraterritorial Jurisdiction</u> .   |   |
| <b>Optional, but necessary if petitioner desires to have development project waived from paying outside sewer connection charges prior to annexation effective date.</b> |   |   |
| <input type="checkbox"/>   | <b>Standard Payment Contract</b> should be <u>dated, signed and notarized</u> and submitted with this application (see Section D).  |   |

# 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. <b>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.</b> |  |   |   |
| Section B Summary Information / Metes and Bounds Descriptions  |  |   |   |
| Development Project Name:  |  |   |   |
| Street Address:  |  |   |   |
| City of Raleigh Subdivision approval #:<br>S- _____ - _____ or   | Building Permit #:<br>_____ or                                     | Group Housing #:<br>GH- _____ - _____ - _____                   |   |
| Wake County (PINs) Property Identification Number(s):  |  |   |   |
| Acreage of Annexation Site:  |  | Linear Feet of New Public Streets within Annexation Boundaries: |   |
| Annexation site is requesting connection to City of Raleigh Water ____ and/or Sewer ____   |  |   |   |
| Number of proposed dwelling units:   |  |   |   |
| Unit Type/Unit<br>Count:   | Total Breakdown of Dwelling Units                                  |   |   |
|  | Single-Family Home<br>Unit Count ____                              | Multi-Family - Condo/Apartment<br>Unit Count ____               | Multi-Family – Townhouse<br>Unit Count ____   |
|  | Complete only for Townhome Units:                                  |   |   |
|  | Are there more than 6 units in one group of townhomes? ____Y ____N |   |   |
|  | Complete only for Condo/Apartment units:                           |   |   |
|  | Are buildings multi-story with stacked units?<br>____Y ____N       | Will there be a community trash compactor?<br>____Y ____N       | Unit Count +/- Description:<br><i>Example</i><br>30 Studio + 1 Bath<br>50 1 BR + 1.5 Bath<br>Count Bedroom + Bath<br>Total Proposed Bathrooms: 336<br><br>____ + ____<br>____ + ____<br>____ + ____ |

|   |        |
|---|--------|
| Building Square Footage of Non-Residential Space:   |        |
| Specific proposed use (office, retail, warehouse, school, etc.): _____  |        |
| Projected market value at build-out (land and improvements): \$ _____   |        |
| <b>Applicant Contact Information</b>  |        |
| Property Owner(s):  |        |
| Primary Mailing Address:  |        |
| Phone:  | Email: |
| <b>Project Contact information (if different that property owner)</b>   |        |
| Contact(s):   |        |
| Primary Mailing Address:  |        |
| Phone:  | Email: |
| <b>Written metes and bounds description of property to be annexed:</b> Attach additional sheets if necessary.<br>An electronic copy in word format must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a> or<br><a href="mailto:Carmen.Kuan@raleighnc.gov">Carmen.Kuan@raleighnc.gov</a> . |        |

### Section C Annexation Petition

#### State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina

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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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E. Goodwin Date Oct 26-21

Signature Barbara J. Goodwin Date 10-26-21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

#### Print Owner Name(s) and Information:

Name: William Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: Barbara J Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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: \_\_\_\_\_



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**In Witness Whereof**, the parties hereto have caused this agreement to be executed the day and year first above written.

**Owner**

By William E. Jordan

Attest Maurice Roberts

**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.

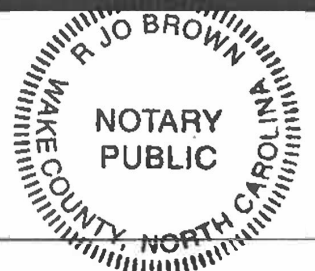
**Notary Public**

**Seal**

Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public: R. Jo Brown

My commission expires May 9, 2023



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

### 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:

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**Contiguous** to the present corporate limits of the City of Raleigh, North Carolina, or

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**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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E. Goodwin Date Oct 26-21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Corporate Seal

#### Print Owner Name(s) and Information:

Name: Goodwin Grier and Associates LLC Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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 \_\_\_\_\_ 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. \_\_\_\_\_;

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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.

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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

William E. Anderson

Attest

Mari D. Robertson

**The City**

By

Marchell Adams-David, City Manager

Attest

Gail G. Smith, City Clerk

**North Carolina**

**Wake**

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**Notary Public**

**Seal**

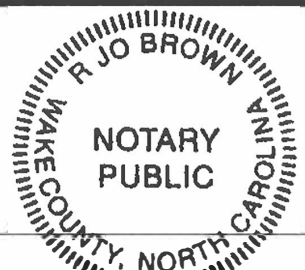
Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public:

R. Johnson

My commission expires

May 9, 2023



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



### Section C Annexation Petition

#### State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina

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Do you declare such vested rights for the property subject to this petition? ☒ Yes ☐ No

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Signed this 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E. Goodwin Date Oct 26-21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

#### Print Owner Name(s) and Information:

Name: William Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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: \_\_\_\_\_

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**Agreement**

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### WITNESSETH

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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

William E. Goodman

Attest

Maria D. Robertson

**The City**

By

Marchell Adams-David, City Manager

Attest

Gail G. Smith, City Clerk

**North Carolina**

**Wake**

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**Notary Public**

**Seal**

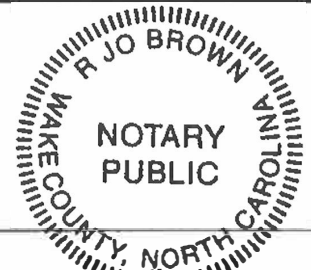
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Notary Public:

R. Jo Brown

My commission expires

May 9, 2023



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

### Section C Annexation Petition

#### State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina

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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 26<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature William E Goodwin Date Oct 26 2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

#### Print Owner Name(s) and Information:

Name: William E Goodwin Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 2502 Cravenridge Place Garner, NC 27529

#### 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: \_\_\_\_\_

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**W I T N E S S E T H**

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**In Witness Whereof**, the parties hereto have caused this agreement to be executed the day and year first above written.

**Owner**

By William E. Anderson

Attest Marie D. Robertson

**The City**

By \_\_\_\_\_  
Marchell Adams-David, City Manager

Attest \_\_\_\_\_  
Gail G. Smith, City Clerk

**North Carolina**

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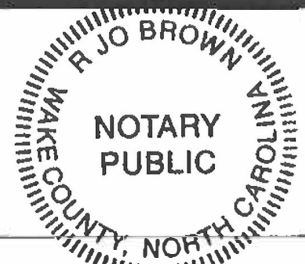
**Notary Public**

**Seal**

Witness my hand and official seal this the 26th day of October in the year of 2021.

Notary Public: R. Jo Brown

My commission expires May 9, 2023



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



### Section C Annexation Petition

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Signed this 29<sup>th</sup> day of October, 2021 by the owners of the property described in Section B.

#### Owner's Signature(s):

Signature Theodore McCullen Date 10-29-2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

#### Print Owner Name(s) and Information:

Name: Theodore McCullen Phone: \_\_\_\_\_

Address: 8108 Harps Mill Road 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: \_\_\_\_\_

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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

Shedra McCullen

Attest

[Signature]

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 29<sup>th</sup> day of October in the year of 2021.

Notary Public:

Darby Cody [Signature]

My commission expires

7-11-2026

Darby Cody  
NOTARY PUBLIC  
Wake County  
North Carolina

My Commission Expires July 11, 2026

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



# Annexation Map

GENERAL NOTES:

- 1) THE PURPOSE OF THIS MAP IS TO SHOW THE EXISTING FEATURES, IMPROVEMENTS AND TOPOGRAPHY OF THE PARCELS SHOWN HEREON.
- 2) PROPERTIES SHOWN HEREON ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD THAT WOULD BE REVEALED BY A THOROUGH TITLE SEARCH. THIS MAP SHOULD NOT BE RELIED UPON AS A COMPLETE RECORD OF ALL EASEMENTS THAT MAY AFFECT THESE PROPERTIES.
- 3) UNIT OF MEASUREMENT IS U.S. SURVEY FEET (FT) UNLESS SPECIFICALLY NOTED AS METERS (m).
- 4) ALL DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED, GROUND INFORMATION, UNLESS SPECIFICALLY NOTED AS "GRID".
- 5) AREA(S) CALCULATED BY THE COORDINATE METHOD
- 6) THIS SITE IS NOT IN ANY SPECIAL FLOOD HAZARD AREAS OR FLOOD CONDITION FLOOD HAZARD AREAS, AS SHOWN ON: FROM PLAN(S): 37202122200 EFFECTIVE DATE(S): 05/01/06

VICINITY MAP (nts)

### LEGEND

- [illegible]

| Curve Table |        |         |       |                 |              |
|-------------|--------|---------|-------|-----------------|--------------|
| Curve #     | Length | Radius  | Delta | Chord Direction | Chord Length |
| C1          | 197.28 | 1977.77 | 5.72  | S7° 52' 10"W    | 197.20       |
| C2          | 238.89 | 1978.62 | 6.92  | S1° 33' 50"W    | 238.75       |
| C3          | 108.08 | 2453.50 | 2.52  | S86° 51' 01"E   | 108.07       |
| C4          | 252.69 | 2453.50 | 5.20  | S70° 42' 36"E   | 222.42       |
| C5          | 152.49 | 1375.27 | 6.36  | S77° 16' 56"E   | 152.61       |

**THIS MAP 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.**

J. JOHN R. RITCHIELL-PLOCKETT, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS SURVEY WAS PERFORMED AT THE 95% PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC/PLANNING SURVEY TO THE ACCURACY OF CLASS AA AND VERTICAL ACCURACY WHEN APPLICABLE TO CLASS A STANDARD; THAT THE ORIGINAL DATA OBTAINED ON 11/26/2012 THAT THIS SURVEY WAS COMPLETED ON 11/26/2020; AND ALL COORDINATES ARE BASED ON NAD 83 2011 AND ALL ELEVATIONS ARE BASED ON NAVD83 10800 12B; AND THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNS SURVEY:

CLASS OF SURVEY AA  
POSITIONAL ACCURACY 0.03'  
TYPE OF GPS FIELD PROCEDURE: WRS RTK GPS (NCCORS)  
DATES OF SURVEY: 07/08/2020  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCCORS  
GEOD MODEL: 12B  
COMBINED GRID FACTOR(S): 0.99990996  
UNITS: US SURVEY FEET

AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE  
STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH  
CAROLINA (21 NCAC 56. 1600)

PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER: L-4450

**Rivers**  
& ASSOCIATES, INC.  
Since 1918  
11000 Lakeside Blvd., Suite 100, Dallas, TX 75243  
214/343-8800

742 McKnight Drive  
Suite 200  
Knightdale, NC 27545  
(919) 295-5463

REVISIONS:

[illegible]

**EXISTING CONDITIONS  
& TOPOGRAPHIC SURVEY  
GOODWIN & MCCULLEN PARCELS  
CITY OF RALEIGH, ST MARY'S TWSHP ~ WAKE COUNTY ~ NORTH CAROLINA**

DATE: OCT. 7th, 2020

|            |         |
|------------|---------|
| SIGNED BY: |         |
| AWN BY:    | 2020082 |

|             |         |
|-------------|---------|
| CHECKED BY: | 2020082 |
| PROJECT No. | 2020082 |

|             |       |
|-------------|-------|
| DRAWING No. | 20082 |
| SCALE:      |       |

SHEET No.

C1.11



## LEGAL DESCRIPTION

October 21, 2021

Beginning at an iron pipe set on the western right-of-way of Sunnybrook Road (variable width public right-of-way), having NC Grid Coordinates of N: 727,894.7604, E: 2,122,812.9324 (NAD83/2011) a common corner with Redeeming Love Missionary Baptist Church, Inc. (DB 9584, PG 64), also being the **POINT OF BEGINNING**, thence with the western right-of-way line of Sunnybrook Road S 10°17'35" W 162.04 feet to an iron pipe set on the western right-of-way of Sunnybrook Road, thence with a curve to the left, having a radius of 1977.77 feet, S 07°52'10" E 197.20 feet (chord) to an iron pipe set on the western right-of-way of Sunnybrook Road, thence continuing with a curve to the left, having a radius of 1978.62 feet, S 01°33'50" W 238.75 feet (chord) to an iron pipe set on the western right-of-way of Sunnybrook Road, thence leaving the right-of-way of Sunnybrook Road, N 79°31'51" W 6.69 feet to a concrete monument found, thence N 79°31'51" W 230.84 feet to an iron pipe found, a common corner with Earth Petroleum VI, Inc. (DB 14829, PG 2329), the northwest corner, thence with the common western line of Earth Petroleum VI, Inc., S 05°23'31" W 305.75 feet to an iron rod found, thence S 05°23'31" W 6.62 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road (variable width right-of-way), thence with the northern right-of-way of Rock Quarry Road, N 67°37'52" W 124.40 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, N 67°31'16" W 26.17 feet to an iron pipe found on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, N 67°41'24" W 55.43 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, N 64°38'03" W 104.01 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, N 61°27'01" W 29.52 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, S 24°01'47" W 4.13 feet to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, with a curve to the left, having a radius of 2453.50 feet, N 66°51'01" W 108.07 feet (chord) to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, with a curve to the left, having a radius of 2453.50 feet, N 70°42'36" W 222.42 feet (chord) to an iron pipe set on the northern right-of-way of Rock Quarry Road, thence continuing with the northern right-of-way of Rock Quarry Road, with a curve to the left, having a radius of 1375.27 feet, N 77°16'56" W 152.61 feet (chord) to an iron pipe found on the northern right-of-way of Rock Quarry Road, a common corner with Redeeming Love Missionary Baptist Church, Inc. (DB 9584, PG 64), the southeast corner, thence leaving the northern right-of-way of Rock Quarry Road, thence N 10°43'38" E 477.40 feet to an iron pipe found, a common corner with Redeeming Love Missionary Baptist Church, Inc., thence turning and continuing with a common line with Redeeming Love Missionary Baptist Church, Inc., N 88°14'01" E 441.23 feet to an iron pipe set, thence continuing with a common line with Redeeming Love Missionary Baptist Church, Inc., N 88°44'35" E 434.90 feet to an iron pipe found, thence turning and continuing with a common line with Redeeming Love Missionary Baptist Church, Inc., N 07°55'22" W 80.19 feet to a concrete monument found, thence turning and continuing with a common line with Redeeming Love Missionary Baptist Church, Inc., N

87°15'32" E 134.06 feet to an iron rod found, thence continuing with a common line with Redeeming Love Missionary Baptist Church, Inc., N 87°15'32" E 8.14 feet to an iron pipe set, being the **POINT OF BEGINNING** containing 13.615 acres, being the combined parcels of deeds DB 13967, PG 1240, DB 8467, PG 2202, DB 13099, PG 1351, DB 6409, PG 571, DB 9644, PG 1393, DB 15290, PG 172, Wake County register of Deeds office. The metes and bounds from the existing boundary was taken from a map entitled "EXISTING CONDITIONS & TOPOGRAPHIC SURVEY, GOODWIN & MCCULLEN PARCELS" prepared by John R. Ritchell-Puckett, PLS license number L-4450 dated August 17, 2021.