
PETITION FOR ANNEXATION INTO THE RALEIGH CITY LIMITS

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:

- WRITTEN METES AND BOUNDS DESCRIPTION OF THE PROPERTY TO BE ANNEXED.** Must be attached to this application. See Page 2.
- ELECTRONIC WORD DOCUMENT OF THE WRITTEN METES AND BOUNDS.** Submit to e-mail address: alfreda.bryant@ci.raleigh.nc.us
- SURVEY OR PLAT** showing above written metes and bounds description of the property to be annexed. Submit electronic file in pdf format if possible.
- 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.
- COPY OF APPROVED PRELIMINARY SITE PLAN OR FINAL SITE PLAN** showing City Building Permit Transaction Number or Group Housing Number (GH-__-02, etc.) **OR**
COPY OF SUBDIVISION PLAT submitted for lot recording approval with City file number (S-__-02, etc.)
- PROJECTED MARKET VALUE OF DEVELOPMENT** at build-out (land and improvements).
- 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.
- THIS APPLICATION FORM** completed, dated and signed 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:

- CORRECT PARCEL IDENTIFICATION NUMBER(S) (PIN).** Call Wake County Geographic Information Services at 856-6360 if there is any question about the parcel identifier. THIS IS VERY IMPORTANT. If the property being requested for annexation is only a portion of an existing parcel, please indicate that this is the case.
- OWNER'S SIGNATURES AND DATE OF SIGNATURE.** See Page 3 of this application. All real property owners must sign the application, and the date of signature MUST be filled in!
- CORPORATE SEAL** for property owned by a corporation.
- RE-ZONING 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.

- STANDARD PAYMENT CONTRACT** should be appropriately dated, signed and notarized and submitted with annexation petition application (see Section E).

Section B.

SUBMITTAL DEADLINES

Petitions for annexation are accepted by the Raleigh Planning Department at any time. There are no fees required for submittal of an annexation petition. It is the policy of the City to set annexation effective dates for either June 30 or December 31 of a calendar year. Following are annexation petition submittal deadlines to process the request for the noted effective dates:

<u>SUBMITTAL DEADLINE</u>	<u>EFFECTIVE DATE</u>
April 20, 2009	June 30, 2009
October 19, 2009	December 31, 2009

The City reserves the right to make exceptions to this general processing schedule where necessary.

Section C.

SUMMARY INFORMATION / METES AND BOUNDS DESCRIPTIONS

DEVELOPMENT PROJECT NAME: _____
STREET ADDRESS: _____
CITY OF RALEIGH SUBDIVISION APPROVAL # (S-__-__) OR BUILDING PERMIT TRANSACTION # _____
OR GROUP HOUSING # (GH__-__-__).

WAKE COUNTY PROPERTY IDENTIFICATION NUMBER(S):

P.I.N. _____	P.I.N. _____
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 _____ and/or SEWER _____
NUMBER OF PROPOSED DWELLING UNITS
TYPE OF UNITS: _____ SINGLE FAMILY _____ TOWNHOUSE _____ CONDO _____ APT.
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: _____
TELEPHONE _____ **FAX:** _____
E-MAIL ADDRESS: _____

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 alfreda.bryant@ci.raleigh.nc.us.

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:

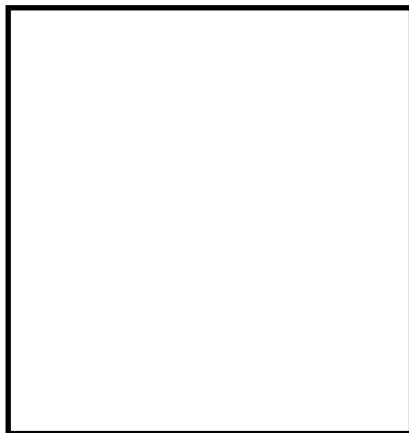
_____ **CONTIGUOUS** to the present corporate limits of the City of Raleigh, North Carolina, or
_____ **NOT CONTIGUOUS** to the municipal limits of the City of Raleigh, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the 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 ____ day of _____, 20____, by the owners of the property described in Section C.



CORPORATE SEAL

OWNER'S SIGNATURE(S)

PRINT OWNER NAME(S), ADDRESS(ES), PHONE NUMBER(S):

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 unit/business unit/or industrial unit charged at the time sewer connection permit is issued if a property is outside the city limits, annexation petitioner should submit the following standard payment contract (see attached AGREEMENT, pages 1-4). The development project will be eligible for waiver of this sewer connection fee: (1) if corresponding annexation 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

AGREEMENT

COUNTY OF WAKE

This Agreement ("the Agreement") is made this the ____ day of _____, year of _____ by and between the City of Raleigh, North Carolina, (the "City") and _____, (the "Owner");

WITNESSETH

WHEREAS, The Owner has petitioned the City to be annexed into the corporate City limits, City File No. _____;

WHEREAS, The Owner has initiated a development project at _____, City file _____, and said development contains sewer connections with the utility system of the City; and

WHEREAS, The parties hereto intend that during the pendency of the annexation petition, and after the petition has been recommended by the staff of the City 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 annexation petition, then within thirty days following said rejection, the Owner shall pay additional moneys to the City 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: _____

ATTEST: _____

THE CITY

By: _____

J. Russell Allen, City Manager

ATTEST: _____

Gail G. Smith
City Clerk

ADD APPROPRIATE NOTARIZED ACKNOWLEDGEMENT FOR OWNER

SUCH AS INDIVIDUAL OWNERS, CORPORATION OWNERS, PARTNERSHIP OWNERS, OR LIMITED LIABILITY CORPORATION (LLC) OWNERS.

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 J. Russell Allen, 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.

WITNESS my hand and official seal this the day _____ day of _____ in the year _____.

Notary Public

(SEAL)

My Commission Expires: _____