

Major Encroachment Application



DEVELOPMENT
SERVICES
DEPARTMENT

Submit to: Encroachment@raleighnc.gov | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27602

FOR OFFICE USE ONLY		RECEIVED DATE	TRANSACTION
APPLICANT INFORMATION			
Owner: Cary and Melissa Nordan		Submittal Date: 4/7/25	
Address: 2108 Coley Forest Place		Zip Code: 27607	
Email: carynordan@gmail.com; mlnordan100@gmail.com		Phone: (919) 931-1048	
Project Contact Person: Zach Hohns			
Email: zach@speightbuilt.com		Phone: (919) 434-5347	
Development Plan Name:		Development Plan Number:	
ENCROACHMENT INFORMATION			
Type of Encroachment (check all that apply)			
Building Elements (Examples: Balconies, Doors)	<input type="checkbox"/>	Telecommunication Devices (Examples: Aerial and Underground lines, Towers)	<input type="checkbox"/>
Streetscape Furnishings (Examples: Benches, Bike racks)	<input type="checkbox"/>	Utilities (Examples: Stormwater devices, Grease traps, Monitoring wells)	<input type="checkbox"/>
Landscaping (Examples: Right-of-way plantings, Irrigation lines)	<input type="checkbox"/>	Legalizing an existing encroachment	<input type="checkbox"/>
Hardscape (Examples: Pavers, Fences, Walls)	<input checked="" type="checkbox"/>	Miscellaneous	<input type="checkbox"/>
Address of proposed encroachment (If linear project, provide starting point address) 2108 Coley Forest Place			
Description of proposed encroachment: Flagstone walkway for access from the street to the front door of the new home			
If this is a small cell tower, provide coordinates (Lat/Long or x/y):			
If this is a linear project, provide total distance of installation (in linear feet):			
TO BE COMPLETED BY APPLICANT The following items are required to process a MAJOR ENCROACHMENT			
	YES	NO	N/A
An Encroachment Pre-Submittal review of the plans has been conducted	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The Major Encroachment Application filled out and signed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I have read and understand the requirements of Resolution 1996-153	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Copy of detailed plans has been submitted in pdf format	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I understand that payment must be provided to the Development Services –Customer Service Center prior to processing the Application and Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I understand that additional permits may be required after City Council approval. Please contact Encroachment@raleighnc.gov with questions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I understand that it is the applicant's responsibility to maintain minimum insurance for the approved encroachment in accordance with Covenant 6 of the Major Encroachment Resolution 1996-153 .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Zach Hohns

*Digitally signed by Zach Hohns
DN: C=US, E=zach@speightbuilt.com, CN=Zach Hohns
Date: 2025.04.14 12:32:41 -0400

4/14/25

SIGNATURE

DATE

Major Encroachment Resolution 1996-153



**DEVELOPMENT
SERVICES
DEPARTMENT**

This resolution establishes typical provisions for encroachment requests.

Whereas, The City Council receives and approves requests from private property owners, firms, or corporations to encroach upon the public maintained right-of-way;

Whereas, the City Council desires to establish an orderly process by adopting typical provisions for encroachment requests;

NOW, THEREFORE, be it resolved by the City Council of the City of Raleigh, North Carolina that decisions regarding encroachment requests shall be made, unless otherwise stated, in consideration of the following criteria:

Covenants and Agreements

1	"As Built" drawings are required showing precise location of the encroachment and in the case of utilities, the drawing shall show all location of other utilities in the right of way area.
2	The owner is responsible for any and all expenditures of labor and materials required in the installation, erection, repair, maintenance, or location of the encroachment.
3	The owner is responsible for any and all labor, expenses or materials for all future maintenance, repair, removal, or dismantling of encroachment.
4	The owner is fully responsible for any and all property damage or injury to, or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment.
5	The owner agrees to hold harmless the City, its officials, Council Members, and employees for any and all liability arising out of such negligence, omission, defect, or other cause of actions; that it will defend and pay all attorney fees in any and all actions brought about as a result of such and it will indemnify the City, its officials, Council Members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment.
6	Upon approval of encroachment request, the owner shall procure or cause to be procured from a responsible insurance carrier or carriers, authorized in the minimum amount of \$1,000,000 covering full liability for any and all personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair, or visual obstruction of encroachment. Upon execution of the encroachment agreement between the owner and the City, the owner shall furnish to the City a "Certificate of Insurance", for general liability coverage with the minimum amounts as herein mentioned. The owner, during the life of the encroachment shall furnish the City without demand each July, or at the time of expiration as indicated on the "Certificate of Insurance": which is on file with the Zoning Division of the Inspections Department, an updated (original) "Certificate of Insurance" herein mentioned is carried, stating that such compensation is covered by such carriers and showing such insurance to be in full force and effect. In the event of any change in the insurance policy, the owner shall give the City thirty (30) day notice of such change. Should the owner fail to pay premiums upon said insurance, or should owner fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained, the City at its option by written notice may declare this agreement canceled and terminated and all rights acquired hereunder by owner shall thereupon terminate, except owner shall still be responsible for removing the encroachment from the right of way.
7	The owner agrees as part of the consideration of the signing of its contract that its agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with the reference to the subject matter in the contract, no matter how remote. The owner hereto further agrees in all respects to conform with the provisions and intent of the City of Raleigh North Carolina ordinance No. 1969-889 as amended.
8	The owner agrees to abide by all applicable statutes and ordinances and shall secure all required permits prior to installation.
9	The agreement shall not divest the City of any rights or interest in said right of way.
10	The agreement shall be revocable at will by the Raleigh City Council and the encroachment is subject to removal upon request of the City at the owner's expense.
11	The agreement shall be binding upon the owner, successors, and assigns, and shall insure to the benefit of the City and its agents.
12	If applicable, the owner shall secure a "Certificate of Appropriateness", from the Historic District Commission prior to installation.
13	If applicable, the owner shall contact "One Call Center" 48 hours prior to installation and must stay 10' from existing utilities.
14	The owner shall avoid damage to adjacent street trees and no concrete wash is to be emptied in tree areas or lawns.

Owner Signature

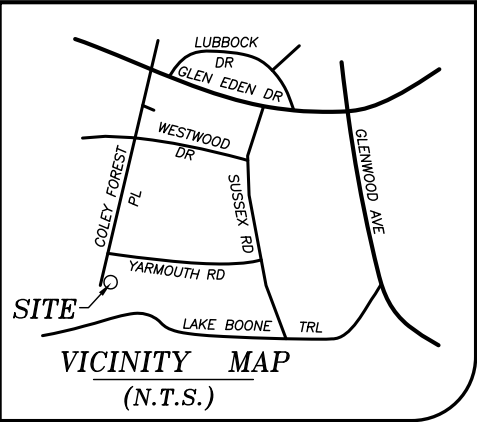
Zach Hohns

Digitally signed by Zach Hohns
DN: C=US, E=zach@speightbuilt.com, CN=Zach Hohns
Date: 2025.04.14 12:31:31-04'00'

Date 4/14/25

Adopted: June 4, 1996

Effective: June 4, 1996

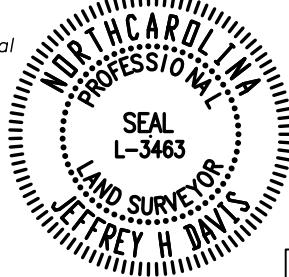


I, Jeffrey H. Davis, PLS, certify this map was drawn under my supervision from an actual survey made under my supervision; and that the error of closure as calculated by latitudes and departures is 1/ 10,000+ ; that the boundaries not surveyed are shown as broken lines plotted from information found in book _____; _____; page that this map was prepared in accordance with G.S. 47-30 amended.

Witness my original signature, registration number and seal this

21ST day of NOVEMBER 2024.

Seal



Signed

Jeffrey H. Davis, PLS

D.B. 13410, PG 634



LINE TABLE		
LINE	LENGTH	BEARING
L1	24.61'	S34°57'00"W
L2	16.52'	S35°13'45"W
L3	49.94'	S34°45'08"W
L4	32.85'	N06°03'06"E
L5	42.07'	N03°03'57"E



LOT 21

$R=45.00'$
 $L=26.80'$
 $\Delta=34^{\circ}07'02''$

N/F DAVID
M. & CAROLE
H. SARAVITZ
D.B. 11836, PG 2119

IMPERVIOUS AREA
HSE/AC 4440 SQ.FT.
POR/STP 610 SQ.FT.
PAT/PAD 490 SQ.FT.
RET WALL 130 SQ.FT.
DR/WALK 1945 SQ.FT.
TOTAL 7615 SQ.FT.
36.3% IMPERVIOUS

LEGEND

- Water Meter
- Sewer Clean Out
- XXX.X' DENOTES ROOF ELEVATION
- XXX.X' DENOTES GRADE ELEVATION
- EXISTING IRON PIPE
- NEW IRON PIPE
- NAIL FOUND
- COMPUTED CORNER
- POWER BOX
- TELE
- CATV
- LIGHT POLE
- UTILITY POLE
- FIRE HYDRANT

NOTE:
THIS PROPERTY DOES NOT LIE WITHIN
2000' OF A N.C.G.S. MONUMENT.

THIS SURVEY IS OF AN EXISTING PARCEL
OR PARCELS OF LAND.

UTILITIES SHOWN ARE FOR REPRESENTATION
ONLY AND NOT TO BE USED FOR
PROPERTY LINE LOCATION.

ALL CREEKS, EASEMENTS, BUFFERS,
FLOOD LIMITS & SETBACKS TAKEN
FROM BOM 1948, PG 77
& FROM BOM 1994, PG 1295

FLOOD CERTIFICATION

THIS WILL CERTIFY THAT THE SUBJECT
PROPERTY () IS OR (x) IS NOT located in
a SPECIAL FLOOD HAZARD AREA as
determined by the Department of Housing
and Urban Development, or as shown on the
FLOOD INSURANCE RATE MAP.

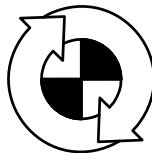
370243 0795 K
COMMUNITY # PANEL SUFFIX

Jeffrey H. Davis
PROFESSIONAL LAND SURVEYOR

Front walkway encroachment

FINAL SURVEY

COLEY FOREST PLACE
(50' R/W)



TURNING POINT
SURVEYING PLLC

4113 JOHN S. RABOTEAU WYND
RALEIGH, NORTH CAROLINA 27612
FAX (800)948-0213 PH (919)781-0234
License No: P-0121

CARY L. NORDAN
MELISSA B. NORDAN

LOT PART OF 10
BUDLEIGH FOREST
2108 COLEY FOREST PLACE
RALEIGH NORTH CAROLINA

DATE: 11-21-2024
SCALE: 1" = 30'

DWG. NO.
A-25735-2

C.N. = 30147
D.B. 13410
PAGE 634
WAKE CO. REG.