

# Major Encroachment Application



**DEVELOPMENT  
SERVICES  
DEPARTMENT**

Submit to: [Encroachment@raleighnc.gov](mailto:Encroachment@raleighnc.gov) | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27602

FOR OFFICE USE ONLY		RECEIVED DATE	TRANSACTION
<b>APPLICANT INFORMATION</b>			
Owner: Dave Mang		Submittal Date: 5/29/25	
Address: 2021 Fairview Rd. Suite 200, Raleigh, NC		Zip Code: 27608	
Email: mang@richrealtygroup.com		Phone: 919-757-3652	
Project Contact Person: Meredith Kirkpatrick			
Email: meredith@maurerarchitecture.com		Phone: 919-205-2205	
Development Plan Name: 311 E. Cabarrus St.		Development Plan Number: 1704-82-5015	
<b>ENCROACHMENT INFORMATION</b>			
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 checked="" 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) 311 E. Cabarrus St., Suite 101 & 102, Raleigh, NC 27601			
Description of proposed encroachment: Existing concrete wall to remain to be in compliance with approved COA and Raleigh Historic District Guidelines.			
If this is a small cell tower, provide coordinates (Lat/Long or x/y): N/A			
If this is a linear project, provide total distance of installation (in linear feet): Existing to remain; ~42' - 4"			
<b>TO BE COMPLETED BY APPLICANT</b>			
The following items are required to process a MAJOR ENCROACHMENT		YES	NO
An Encroachment Pre-Submittal review of the plans has been conducted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 <a href="#">Resolution 1996-153</a>	<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 <a href="mailto:Encroachment@raleighnc.gov">Encroachment@raleighnc.gov</a> 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 <a href="#">Resolution 1996-153</a> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE David Mang  
DE802F8F7C18485...

5/29/2025

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:

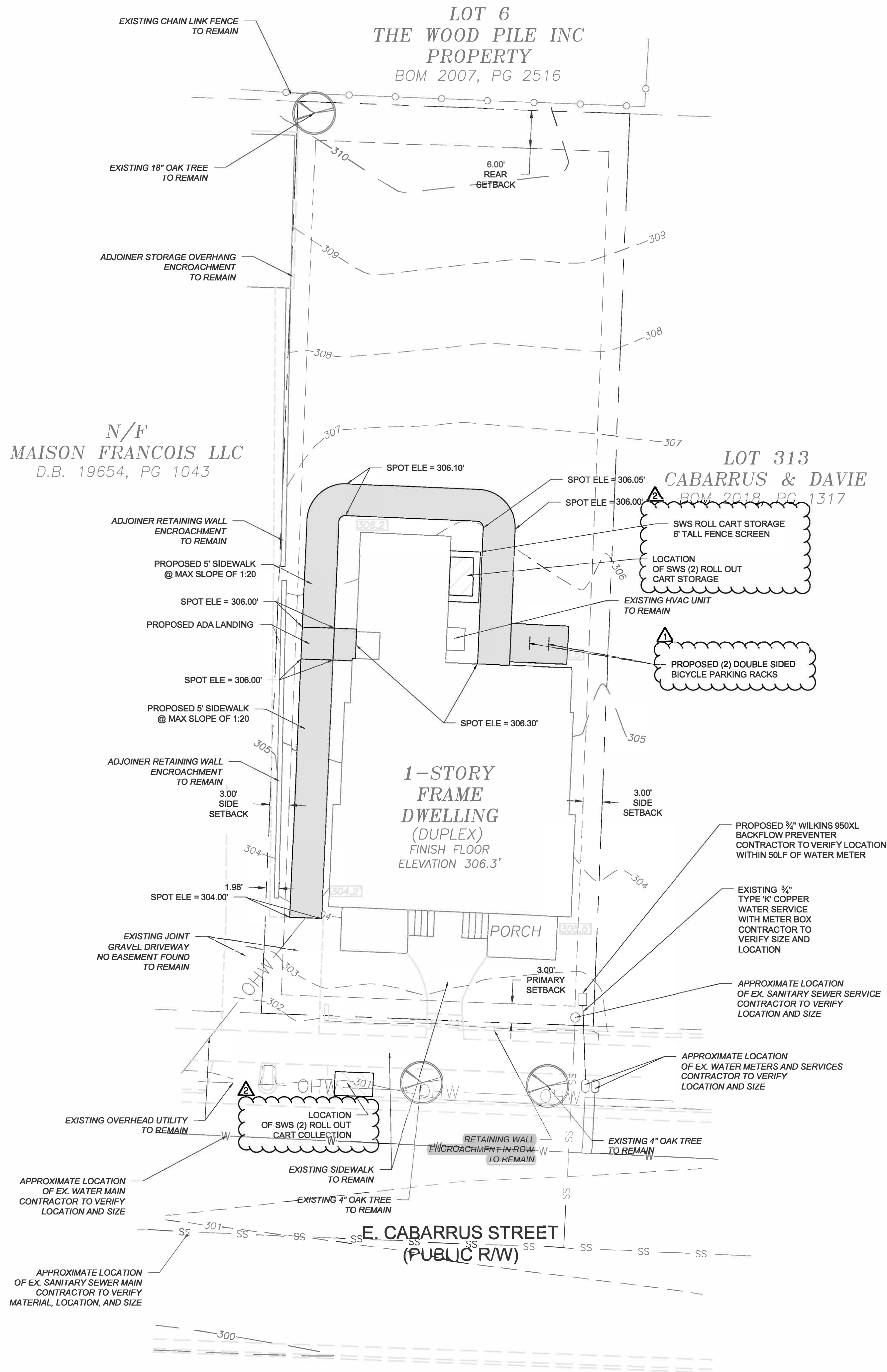
### Covenants and Agreements

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	<p>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.</p> <p>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.</p>
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.
<div> <div>Owner Signature</div> <div>  </div> </div> <div> <div>Date</div> <div>5/29/2025</div> </div>	
<div> <div>Adopted: June 4, 1996</div> <div>DE802F8F7C18485...</div> </div> <div> <div>Effective: June 4, 1996</div> </div>	









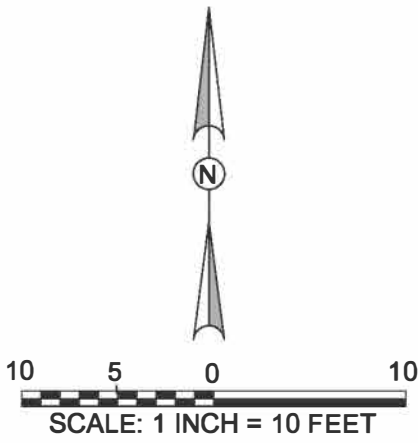
LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING ABUTTING PROPERTY LINE
---	EXISTING RIGHT-OF-WAY
OHW OHW	EXISTING OVERHEAD POWER LINE
---	EXISTING ABUTTING PROPERTY LINE
---	EXISTING BUILDING SETBACK LINE
---	EXISTING PARKING SETBACK LINE
---	EXISTING EDGE OF PAVEMENT
---	PROPOSED EDGE OF PAVEMENT
---	PROPOSED EASEMENT
---	PROPOSED TREE PROTECTION FENCE
---	PROPOSED CONCRETE PAD

SUMMARY INFORMATION

DEVELOPMENT NAME:	311 E. CABARRUS STREET
SITE ADDRESS:	311 E. CABARRUS STREET RALEIGH, NORTH CAROLINA
PIN NUMBER:	1704-82-5015
JURISDICTION:	CITY OF RALEIGH
EXISTING USE:	RESIDENTIAL/DUPLEX
PROPOSED USE:	PERSONAL SERVICE
CURRENT ZONING DISTRICT:	DX-3-DE
CURRENT ZONING OVERLAY DISTRICT:	MOD-G: PRINCE HALL
TOTAL GROSS SITE ACREAGE:	0.17 ACRES (7,436SF)
MAXIMUM IMPERVIOUS SURFACE AREA (65%):	4,833SF
EXISTING IMPERVIOUS SURFACE AREA:	2,230SF (30%)
PROPOSED IMPERVIOUS SURFACE AREA:	2,900SF
BUILDING SETBACKS (UDO 3.2.6):	REQUIRED PRIMARY STREET - 3' REQUIRED SIDE STREET - 3' REQUIRED SIDE LOT LINE - 0' OR 6' REQUIRED REAR LOT LINE - 0' OR 6'
PARKING SETBACKS:	REQUIRED PRIMARY STREET - 10' REQUIRED SIDE STREET - 10' REQUIRED SIDE LOT LINE - 0' OR 3' REQUIRED REAR LOT LINE - 0' OR 3'
REQUIRED SHORT TERM BICYCLE PARKING:	1 SPACES PER 5,000SF OF GFA MIN OF 4
PROPOSED SHORT TERM BICYCLE PARKING:	4 PARKING SPACES
OWNER/DEVELOPER:	MANGARI LAND SOLUTIONS LLC 216 E LENOIR ST RALEIGH NC 27601-2333
ENGINEER:	CRUMPLER CONSULTING SERVICES, PLLC CONTACT: JOSH CRUMPLER, PE 2308 RIDGE ROAD RALEIGH, NC 27612 (919) 413-1704

- NOTES
- BOUNDARY, TOPOGRAPHY, AND EXISTING CONDITIONS SURVEY PROVIDED BY TURNING POINT SURVEYING, PLLC ON 10-01-2024.
  - THE PROPERTY IS LOCATED IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE 1% ANNUAL CHANCE FLOODPLAIN) BASED ON THE FEMA MAP NUMBER 3702431703K DATED JULY 19, 2022.
  - NO ONSITE STREAMS OR WETLANDS HAVE BEEN IDENTIFIED WITHIN THE PROJECT OR PARCEL AS SHOWN.
  - THIS DRAWING IS NOT FOR RECORDATION.
  - DEVELOPERS HAVE REVIEWED AND ARE IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE SOLID WASTE DESIGN MANUAL. SOLID WASTE WILL BE USING THE CITY'S STANDARD 96-GALLON RESIDENTIAL ROLL-OUT SOLID WASTE CONTAINERS.



**CRUMPLER**  
Consulting Services, PLLC

2308 Ridge Road  
Raleigh, North Carolina 27612  
Ph. 919-413-1704  
F-1553

Joshua A. Crumpler, PE  
Professional Engineer  
No. 3490  
Date: 07/25/2025  
Scale: 1" = 10'

ISSUED FOR PERMITTING

REV.	DATE	DESCRIPTION
1	05/06/25	CITY OF RALEIGH COMMENTS
2	05/14/25	CITY OF RALEIGH COMMENTS

**SITE PLAN**

311 E. CABARRUS STREET  
311 E. CABARRUS ST., SUITE 101 & SUITE 102  
RALEIGH, NORTH CAROLINA

PROJECT NO.: 25007

DRAWN BY: JAC

CHECKED BY: JAC

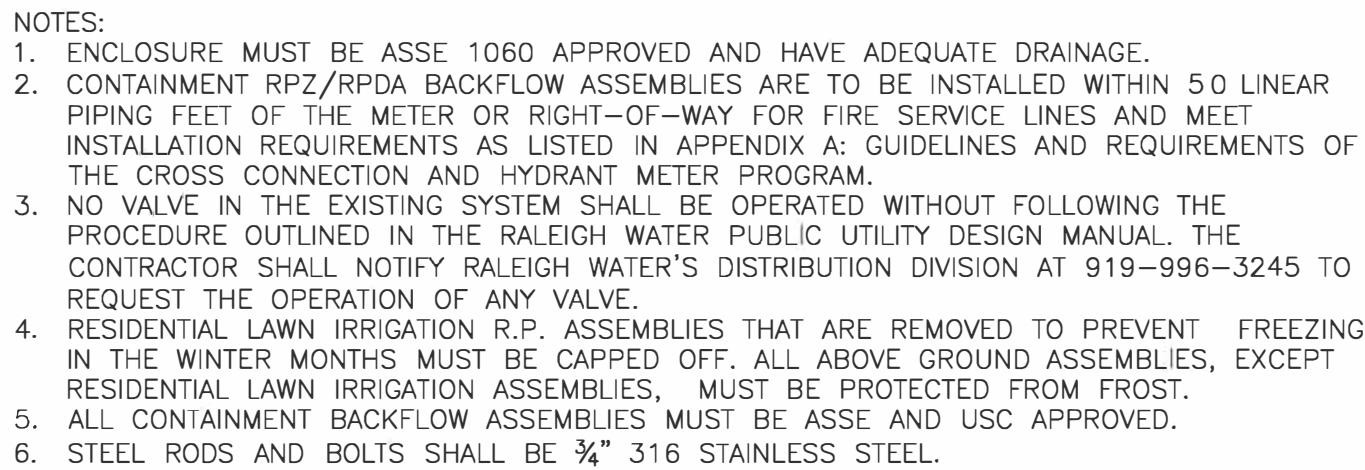
DATE: 04/04/25

SCALE: 1" = 10'

**C-2**

2 of 3





CITY OF RALEIGH	
STANDARD DETAIL	
REVISIONS	DATE
REDUCED PRESSURE ZONE AND REDUCED PRESSURE DETECTOR ASSEMBLY	01/10/2023
W-36	



- NOTES:
1. TRANSVERSE EXPANSION JOINTS TO BE A MAXIMUM OF 50 FEET.
  2. ALL CONCRETE TO BE 3000 PSI AND FINISHED WITH CURING COMPOUND.
  3. A 6 INCH DEPTH IS REQUIRED AT LOCATIONS OF DRIVEWAY CROSSINGS,  
AT STREET INTERSECTIONS, AND ALONG THE LENGTH OF RADIUS CURB RETURNS,  
AND IN THE HANDICAP RAMPS.
  4. COMPACTED ABC STONE MAY BE REQUIRED AS SUBGRADE AT THE DISCRETION  
OF THE INSPECTOR
  5. SURFACE SHALL BE FINISHED TO GRADE AND CROSS SECTION WITH A FLOAT,  
TRAVEL SMOOTH AND FINISH WITH A BROOM.
  6. WHERE UTILITY BOXES/VAULTS MUST BE LOCATED IN THE SIDEWALK, THEY  
SHALL HAVE A MINIMUM 3' WIDE FRAME OF CONCRETE AROUND THEM



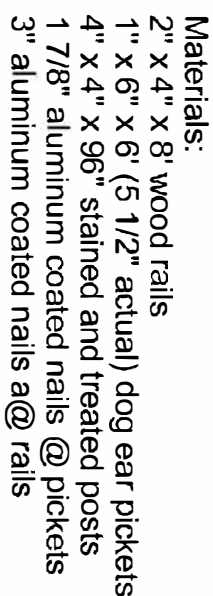
<b>CITY OF RALEIGH</b>	
<b>STANDARD DETAIL.</b>	
<b>REVISIONS</b>	<b>DATE: 8/20/95</b>
	<b>NOT TO SCALE</b>
	<b>BIKE RACK PLACEMENT</b>
	<b>B-20.01</b>



**BIKE RACK INSTALLATION:**  
SURFACE MOUNT - WHEN INSTALLED ON CONCRETE SURFACE, USE 3/8" ANCHORS TO PLATE MOUNT. SHIM AS NECESSARY TO ENSURE VERTICAL PLACEMENT.

IN-GROUND MOUNT - WHEN INSTALLED ON PAVERS OR OTHER NON-STABLE SURFACES, EMBED INTO BASE. CORE HOLES NO LESS THAN 3" IN DIAMETER AND 10" DEEP.

<b>CITY OF RALEIGH</b>	
<b>STANDARD DETAIL</b>	
<b>REVISIONS</b>	<b>DATE</b>
	07/20/20
<b>BIKE RACK DETAILS</b>	
<b>B-20.03</b>	



## Gaps:

- 1" approx. @ hinge side of gates
- 1" approx. @ lach side of gates
- 2" (+4") approx. @ bottom of fence
- May be gaps at pickets when dried
- Pickets may have knots and slight checks
- Posts may develop checks or long vertical cracks through drying.

**FENCE SCREENING DETAIL**  
**NOT TO SCALE**