

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: 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	
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 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"			
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 checked="" type="checkbox"/>	<input type="checkbox"/>
The Major Encroachment Application filled out and signed		<input checked="" type="checkbox"/>	<input type="checkbox"/>
I have read and understand the requirements of Resolution 1996-153		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronic Copy of detailed plans has been submitted in pdf format		<input checked="" 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"/>
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"/>
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"/>

David Mang
DE802F8F7C18485...

5/29/2025

SIGNATURE

DATE

Major Encroachment Resolution 1996-153



**DEVELOPMENT
SERVICES
DEPARTMENT**

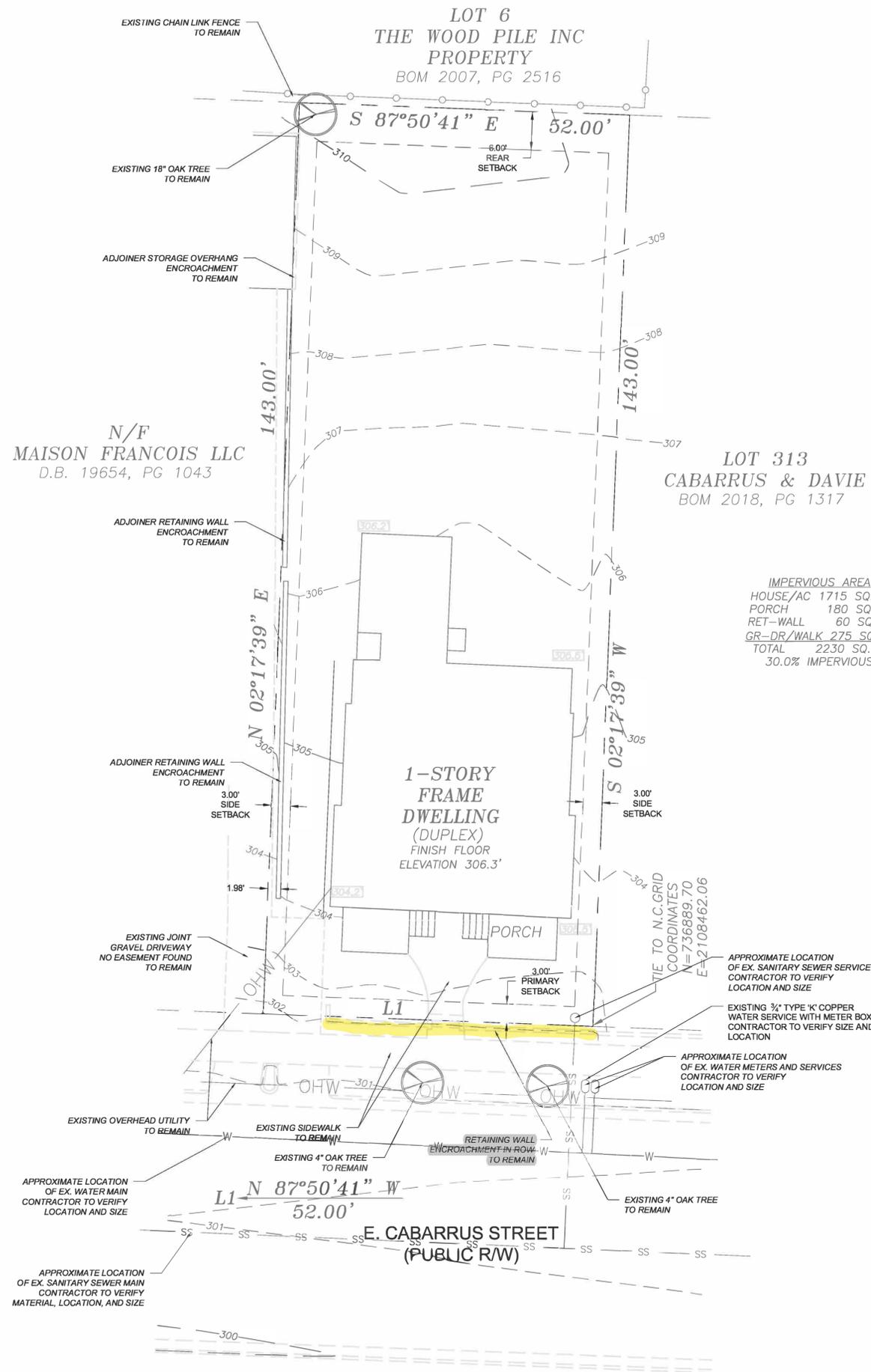
This resolution establishes typical provisions for encroachment requests.
 Whereas, The City Council receives and approves requests from private property owners, firms, or corporations to encroach upon the public maintained right-of-way;
 Whereas, the City Council desires to establish an orderly process 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	<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.
Owner Signature	Date 5/29/2025
Adopted: June 4, 1996	Effective: June 4, 1996

DocuSigned by:

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LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING ABUTTING PROPERTY LINE
---	EXISTING RIGHT-OF-WAY
OHW	EXISTING OVERHEAD POWER LINE
---	EXISTING ABUTTING PROPERTY LINE
---	EXISTING EDGE OF PAVEMENT
100	EXISTING CONTOUR MAJOR
---	EXISTING CONTOUR MINOR
SS	EXISTING SANITARY SEWER
W	EXISTING WATER MAIN
S	EXISTING CATCH BASIN
MS	EXISTING SANITARY SEWER MANHOLE
MS	EXISTING STORMWATER MANHOLE

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.

ISSUED FOR PERMITTING



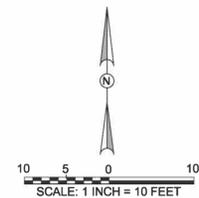
CRUMPLER
Consulting Services, PLLC
2908 Ridge Road
Raleigh, North Carolina 27612
Ph. 919-783-1704
F-1555

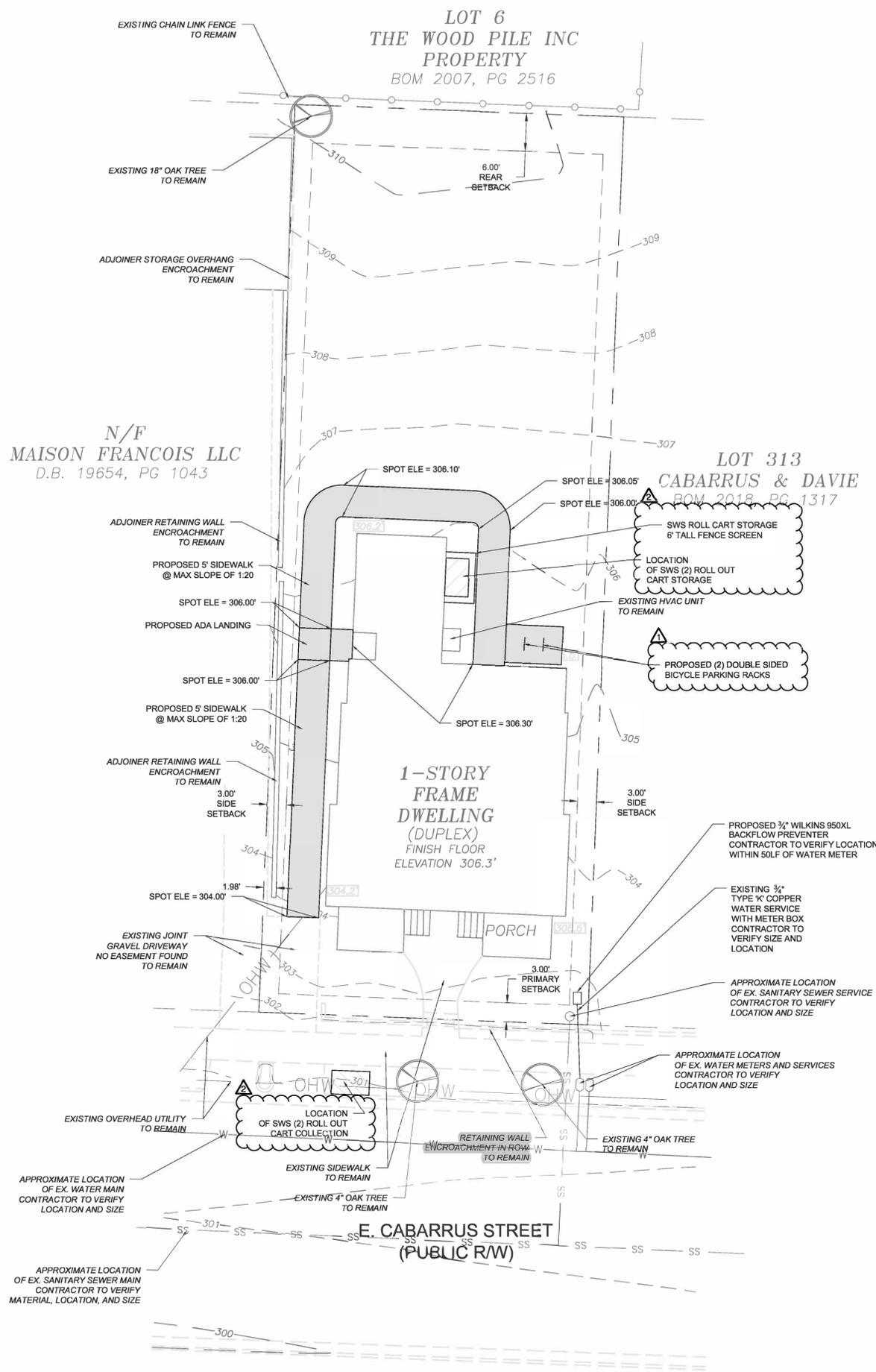
REV.	DESCRIPTION	DATE
1	CITY OF RALEIGH COMMENTS	05/06/25
2	CITY OF RALEIGH COMMENTS	05/14/25

EXISTING CONDITIONS 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-1





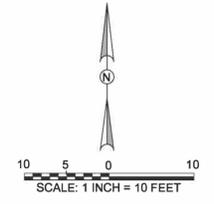
LEGEND

---	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: 1704-02-5015
 JURISDICTION: CITY OF RALEIGH
 EXISTING USE: RESIDENTIAL/DUPLIX
 PROPOSED USE: PERSONAL SERVICE
 CURRENT ZONING DISTRICT: DX-3-DE
 CURRENT ZONING OVERLAY DISTRICT: MOD-G; PRINCE HALL
 TOTAL GROSS SITE ACREAGE: 0.47 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 3.2.8):
 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**
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DATE	DESCRIPTION
05/06/25	CITY OF RALEIGH COMMENTS
05/14/25	CITY OF RALEIGH COMMENTS

REV.	DESCRIPTION
1	
2	

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'

