



Town of Clayton
Town Council Regular Meeting Agenda
Monday, November 3, 2025 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:
<https://www.youtube.com/TownofClaytonNC>

NO WEAPONS ALLOWED INSIDE COUNCIL CHAMBERS.

1. CALL TO ORDER

- a. Call to Order
- b. Pledge of Allegiance
- c. Invocation

2. ADJUSTMENT OF THE AGENDA

- a. **POTENTIAL ACTION:** Adopt or Adjust the Agenda

3. CONSENT AGENDA

- a. Minutes
 - October 20, 2025 - Closed Session

Presenter: Heidi Holland, Town Clerk
- b. FY26 Grassroots Grant Award
Presenter: Martha Vandergriff, Auditorium Operations Coordinator
[FY26 Grassroots Grant Award](#)
- c. MOU for Clayton High School for Fireworks Show
Presenter: Rich Cappola, Town Manager
[MOU for Clayton High School for Fireworks Show](#)
- d. World Pancreatic Cancer Day Proclamation
Presenter: Heidi Holland, Town Clerk
[World Pancreatic Cancer Day Proclamation](#)
- e. 2023-32-ANX Troxler Annexation
Resolution to Authorize Clerk to Investigate Sufficiency
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-103](#)
- f. 2023-32-ANX Troxler Annexation
Resolution to Schedule Public Hearing
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-104](#)
- g. 2023-33-ANX Yeargan Annexation
Resolution to Authorize Clerk to Investigate Sufficiency
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-105](#)

- h. 2023-33-ANX Yeargan Annexation
Resolution to Schedule Public Hearing
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-106](#)
- i. 2023-34-ANX Kenney-Ford Annexation
Resolution to Authorize Clerk to Investigate Sufficiency
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-107](#)
- j. 2023-34-ANX Kenney-Ford Annexation
Resolution to Schedule Public Hearing
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-108](#)
- k. 2023-35-ANX Tree of Life Church Annexation
Resolution to Authorize Clerk to Investigate Sufficiency
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-109](#)
- l. 2023-35-ANX Tree of Life Church Annexation
Resolution to Schedule Public Hearing
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-110](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Clayton 4U
 - Shopping Safety*Presenter:* Nathanael Shelton, Communication Director

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. GFOA's Distinguished Budget Presentation Award
Presenter: Rich Cappola, Town Manager

6. PUBLIC HEARINGS

7. QUASI-JUDICIAL HEARINGS

8. OLD BUSINESS

- a. Third Amendment to the Clayton–Raleigh Interlocal Agreement for Wastewater Services
Presenter: Joshua Baird, PE, Water Resources Director
[Third Amendment to the Clayton–Raleigh Interlocal Agreement for Wastewater Services](#)

POTENTIAL ACTION: Adoption of Resolution #2025-111

9. NEW BUSINESS

10. PUBLIC COMMENTS

11. STAFF REPORTS

- a. Town Manager

- b. Town Attorney
- c. Town Clerk
- d. Other Staff

12. OTHER BUSINESS

- a. Mayor and Council Comments

13. CLOSED SESSION

14. ADJOURNMENT

- a. Adjourn

POTENTIAL ACTION: Motion To Adjourn

INFORMATION FOR THE PUBLIC

3. CONSENT AGENDA

Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.

7. QUASI-JUDICIAL HEARINGS

A quasi-judicial hearing resembles a court trial where testimony is presented. Citizens may give testimony in a quasi-judicial hearing after they have taken an oath. Town Council acts like a court of law and receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. The Town Council refrains from "ex parte communication" about these cases, as the Town Council must make a decision based solely on the evidence presented at the hearing itself. Staff is available to assist with inquiries from citizens.

10. PUBLIC COMMENTS

RULES FOR PERSONS ADDRESSING TOWN COUNCIL

- During public hearings and public comment periods, each speaker will identify him/herself by giving his or her name and place of residence.
- Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.
- Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

FY26 Grassroots Grant Award

Presenter(s)

Martha Vandergriff, Auditorium Operations Coordinator

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

The Town of Clayton has been awarded a grant in the amount of \$2,000 for the Cultural Arts Department's School Stage Series this year. This grant comes to us from the North Carolina Arts Council via the Johnston County Arts Council. It will help fund two shows that The Clayton Center is presenting during the year to elementary students: *Steve Trash: Ecology is Awesome!*, which took place on October 9, 2025, and *The Jungle Book*, slated for March 23, 2026.

Funding Source

N/A

Corresponding Documentation

[FY26 TOC School Series GAP App FINAL_Redacted](#)

[FY26 TOC JCAC Grassroots grant award letter and contract](#)

Submitted By: Heidi Holland, Cultural Arts

Reviewed By:

Rich Cappola, Town Manager

Approved - Oct 30 2025

Heidi Holland, Town Clerk

Approved - Oct 30 2025

Final- Signed

Grassroots Arts Program Subgrant Application



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

Fiscal Year: 2025 - 2026

I. Organization Information

Name of Organization Town of Clayton - The Clayton Center

Contact Person's Name Martha Vandergriff

Contact Person's Title Auditorium Operations Coordinator

Mailing Address 111 E Second Street City Clayton

State: North Carolina Zip Code 27520 County Johnston

Work Phone (919) 359-9360

E-mail Address mvandergriff@townofclaytonnc.org

Website www.theclaytoncenter.com

Organization's EIN [REDACTED]

Organization's UEI [REDACTED]

Please give a brief description of your organization, including mission, board and staff composition, current arts programs and services and number and kinds of people served. Public schools and other large governmental or community agencies should provide a description of their arts program only rather than the entire organization.

See attached.

Organizational Finances:

Please attach a projected operating budget for the year in which the grant funds will be used. Also, include completed operating budgets for the previous two years. Public schools and other large governmental or community agencies are exempt from this requirement. Please copy the totals from these attachments in the spaces below.

Last Year Actual FY <u>24</u>	Current Year FY <u>25</u>	Next Year FY <u>26</u>
Actual Income \$ <u>354,343.49</u>	Income \$ <u>307,326.25</u>	Projected Income \$ <u>275,000.00</u>
Actual Expenses \$ <u>815,733.93</u>	Expenses \$ <u>882,623.24</u>	Projected Expenses \$ <u>983,500.00</u>

See attached income and expense statements.

Grassroots Arts Program Subgrant Application



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

II. Project Description

Grant Amount Requested: \$6,985.00

Project Start Date: October 9, 2025

Project End Date: March 23, 2026

Project Narrative:

Please provide the narrative information requested below for the project you propose.
Please be as concise and specific as possible:

1. Project title or summary description.

See attached.

2. Project goals.

See attached.

3. Description of intended participants/audience, including estimated numbers and racial and cultural composition.

See attached.

4. Location where the project will take place.

See attached.

5. Description of project activities.

See attached.

Grassroots Arts Program Subgrant Application



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

6. Description of the artists involved in the project, how and why they were chosen and, if appropriate, the rate of payment for their services. (If you have not yet selected the artists, describe the kinds of artists you intend to involve and how you will select them.)

See attached.

7. Description of how the project will be publicized and promoted to reach intended participants.

See attached.

8. Description of how you will evaluate the project.

See attached.

9. Will this award support multicultural artists and/or organizations? If so, please list the artists/organizations.

At the time of application, the cast for The Jungle Book has not been selected yet, so it is currently unknown.

Grassroots Arts Program Subgrant Application



Submit this report to your funding agency. **It should not be submitted to the North Carolina Arts Council.**

III. Project Budget

Please provide a projected budget for your proposed project utilizing the format below.

Project Expenses	Cash Expenses	=	Grant Amount Requested	+	Applicant Cash Match
A. Personnel					
1. Administrative Staff	1500		750		750
2. Artistic Staff	0		0		0
3. Technical/Production Staff	1500		750		750
B. Outside Fees and Services					
1. Artistic Contracts	10250		5125		5125
2. Other Contracts	0		0		0
C. Space Rental	0		0		0
D. Travel	720		360		360
E. Marketing	0		0		0
F. Remaining Project Expenses	0		0		0
G. Total Cash Expenses	13970	=	6985	+	6985

Project Income

A. Admissions	0
B. Contracted Services Revenue	0
C. Other Revenue	0
D. Private Support	
1. Corporate Support	0
2. Foundation Support	0
3. Other Private Support	0
E. Government Support	
1. Federal	0
2. State/Regional	0
3. Local	0
F. Applicant Cash	6985
G. Grant Amount Requested in this application	6985
H. Total Cash Income (Must be equal to or more than Total Cash Expenses)	13970

Grassroots Arts Program Subgrant Application



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

Certification

We understand that failure to respond to any of the above items may adversely affect the consideration of this application. We certify that we are committed to the completion of the proposed project in compliance with legal requirements and granting procedures. We certify that the information contained in this application, including attachments and supporting materials, is true and correct to the best of our knowledge.

Name and Position of Authorizing Official

Steven Langston, Cultural Arts and Library Director

Signature of Authorizing Official  Date 08/31/2025
Steven Langston (Aug 31, 2025 16:49:39 EDT)

Signature of Contact Person  Date 08/31/2025

Organization Information

Description of organization

The Clayton Center Auditorium and Conference Center, operated by the Town of Clayton's Cultural Arts Department, is located in the heart of historic downtown Clayton, NC. It is a wonderful example of how a group of private individuals can work with local government to preserve a piece of the past without sacrificing service to the community. The property and the buildings that comprise The Clayton Center have been the cornerstone of community life in Clayton since 1915. The Center has its roots in the former Clayton School, which was full of life and activity for nearly 75 years before the Johnston County Board of Education closed the facility in 1997. The site sat neglected for several years until a group of citizens came together as the Clayton Cultural Arts Foundation (CCAF) and worked to save the old school buildings from demolition. Between 1999 and 2002, the foundation raised \$2.1 million to restore the school auditorium (circa 1926), while the town government spent an additional \$6 million to renovate the classroom building. After several years of hard work and dedication to the project, the Town opened the doors to The Clayton Center – a unique, multipurpose space that is home to a 600-seat performing arts auditorium, a comfortable conference center for public and private events, and office space for town government operations. Opening night was New Year's Eve 2002. Today The Clayton Center, which serves patrons in Johnston County and the greater Triangle area, is the result of a successful public-private partnership between individuals committed to preserving the past, honoring the present, and looking toward the future.

Since doors to The Clayton Center Auditorium and Conference Center opened on New Years Eve 2002, it has been the venue for thousands of meetings, private events, and live performances on stage.

Mission

The Clayton Center's mission is to enhance the quality of life in Clayton by providing state-of-the-art meeting and entertainment facilities; and to support and promote the arts in our community and surrounding regions. It is our goal to engage, enrich, and educate individuals by presenting a diverse array of high-quality artists.

Board composition - Clayton Town Council

Jody McLeod, Mayor
Michael Sims, Mayor Pro Tem
Ruth Anderson, Councilmember
Andria Archer, Councilmember
Porter Casey, Councilmember
Gretchen Williams, Councilmember

Staff composition

Steven Langston, Cultural Arts & Library Director
Martha Vandergriff, Auditorium Operations Coordinator
Cathy Marraccini, Administrative and Marketing Coordinator
Amanda Lebo, Event Specialist
Ethan McKenzie, Event Specialist
20+ part-time staff to support with events, ticket sales, and volunteer coordination

Current arts programs and services

The Town of Clayton's Cultural Arts Department works in partnership with the Clayton Cultural Arts Foundation (CCAF) to present programming of the professional performance series in the Auditorium at The Clayton Center, commonly known as the See It Live! Series. The Clayton Center presents about 15 professional shows each year and is the venue of choice for many other presenters who rent the facility to feature artists in ticketed shows. Recent Auditorium rentals have included Moms Unhinged, Emilio Lovera, Jon Reep, and 94.7 QDR. In addition, community groups rent the facility for local dance recitals, musical concerts, and theatrical performances. CCAF provides concessions at these shows to enhance the experience of patrons.

From July 1, 2024, to June 30, 2025, the department presented fifteen (15) events in our "See it Live" series. With a total of 3,813 tickets sold, the series averaged 254 tickets sold per show. We presented one Family Show (*Reggie Rice: Fool of Illusions*) which sold 239 tickets. Three free performances were presented throughout the year including the USAF Heritage Ensemble Band, Scrap Paper Shakespeare, and a special Juneteenth performance featuring Mike Wiley. Over the course of the year, 11,895 tickets were sold to 44 live performances on The Clayton Center's stage. The auditorium and conference center was home to 282 events during the year. The local Clayton and Johnston County communities are the primary focus for events at The Clayton Center; however, shows like *Deanna Carter* and *Emilio Lovera* also drew audiences from all around these and surrounding areas.

In early 2025, we presented the School Stage Series, wherein approximately 2,000 local students plus their teachers and chaperones were able to experience a live performance on the stage. Two performances of *Underneath a Magical Moon* in February reached over

1,073 elementary school students. In March, *123 Andrés* performed for 928 elementary students over 2 performances. These shows were presented at no cost to the schools or families other than the transportation provided to and from the venue.

People served

The Clayton Center was founded to serve residents of the Town of Clayton and its ETJ, which has grown to more than 30,000 people in the past 23 years. However, our programming reach extends much further, drawing audiences and clientele both from the greater Johnston County and Research Triangle area. The Clayton Center serves diverse populations and works to offer programming for patrons of all ages and ethnicities. From July 1, 2024, through June 30, 2025, The Clayton Center served more than 14,000 people through its programs and event rentals in the Auditorium.

Project Narrative

Project title

2025-2026 School Stage Series, featuring 2 shows:

- *Steve Trash: Ecology is Awesome!*
- *The Jungle Book*

Project goals

- Draw school children into a professional theater to expose young minds to the arts and the possibilities that exist for their own participation in the arts.
- Reach diverse young audiences within our own community who might not otherwise get to experience a live performance in a professional theater.
- Reinforce the value of the arts in a heavily STEM-focused education system.
- Underline the value of multicultural stories and cultures through artistic expression.
- Cultivate tomorrow's adult audiences for performing arts in Johnston County.
- Develop a Johnston County performing arts audience that better represents the diverse racial and cultural composition of our region.
- Strengthen partnerships and supporting local schools in offering quality programming with meaningful curricular tie-in.

Audience description

For each of the two shows scheduled, we have planned two performances. Each performance can accommodate up to 600 students, teachers, and chaperones to experience a live, professional performance (up to 2,400 students/teachers/chaperones total). Both shows will target Johnston County elementary-age students in grades K to 5.

The following chart from Johnston County Public Schools' website details the racial composition of students in the county.

Student Profile

White	48.13%
Hispanic	28.38%
African American	17.09%
Multi	5.22%
Asian	0.85%
American Indian	0.28%
Pacific Islander	0.95%

JCPS notes, "Our district has students from 69 different countries. More than 65 different native languages are spoken by students in JCPS. In addition to English, the top five languages spoken are: Spanish, Arabic, Chinese, Vietnamese, and Russian."

Project location

The Clayton Center
111 E Second Street
Clayton, NC 27520

Project description

Building on the success of the last two years, The Clayton Center has contracted two professional touring shows for young audiences.

On October 9, 2025, we will present *Steve Trash: Ecology is Awesome!*. This show features music, magic, explanations and a Pollution Monster. Pollution Monster? Yes. Pollution Monster! And lots of funny stuff. This is a STEM based eco-educational show that's specifically tailored to the school audience. It encompasses an excellent blend of curriculum based ecological lessons, awesome green themed magic tricks, music and craziness that kids find irresistible. Kids will take home a new understanding of their connection to the planet.

On March 23, 2026, we will present *The Jungle Book*. As part of their 13th season of bringing outstanding programming to tour in the US, The Panto Company USA is thrilled to bring the cherished family favorite story *The Jungle Book* to life on stage. In this fully produced musical production, they bring to life Kipling's tales with great scenery, cool costumes, full of original modern songs, bursting with more excitement than you can imagine and of course a happy ending. Bring Mowgli and all his pals to your audience for a true slice of amazing Panto Company USA fun.

To further its goal to create meaningful curricular tie-in and reinforce the value of arts education, The Clayton Center will provide resources for teachers ahead of the performances to make connections between what's being taught in the classroom and what they experience in the theater.

Artist description, justification, and compensation

Steve Trash is the star of his own nationwide – PBS kids science show – STEVE TRASH SCIENCE. He was recently honored with the EEAA'S – BEST ENVIRONMENTAL EDUCATION PROGRAM OF THE YEAR AWARD and has also won the OUTSTANDING RC&D PROGRAM award and BEST ENVIRONMENTAL SCIENCE CURRICULUM. He's appeared on

many national and international TV shows including – CBS THIS MORNING, ESPN OUTDOORS, VH1 TOP 20 COUNTDOWN and was recently interviewed on Levar Burton's READING RAINBOW. He's been featured in the NEW YORK TIMES, the LOS ANGELES TIMES, FAST COMPANY MAGAZINE, and he's even been on the cover of the kids' magazine, THE WEEKLY READER. Levar Burton – star of ROOTS, READING RAINBOW, and STAR TREK NEXT GENERATION says, "I'm a Steve Trash Fan." Steve lives with his wife, and five dogs, in an energy efficient, earth birmed home, with a 21 panel solar PV array in the front yard, in beautiful downtown Frog Pond, Alabama. Steve marries STEM and Art (STEAM!) through storytelling and wonder. His performances show kids that Art has a place in all parts of their educational and life experiences. The artist fee for this show is \$3,750.

The Panto Company is touring across the USA in their 13th season. Based out of the UK, they have toured around the world including a recent trip to China. No venue is too small or too big. Recent productions include *The Little Mermaid* and *Treasure Island*. The compensation for this show is \$6,500.

Marketing Plan

We are working with the K-12 Arts Education Curriculum Specialist with Johnston County Public Schools to coordinate the program and select schools and grade levels for participation. Our reputation is established over the last two years with the success and quality of the programs we presented in the School Stage Series. We expect for all four performances to be at capacity for attendance.

Informational marketing materials were distributed to arts teachers in Johnston County through the K-12 Arts Education Curriculum Specialist for the county.

Project Evaluation

The project's impact will be measured in the following ways:

- Attendance numbers for the programs presented – filling seats.
- Teacher/School follow-up surveys.
- Informal discussion with project partners (particularly the Johnston County Public Schools K-12 Arts Education Curriculum Specialist) to gauge feedback from their network about the programs presented.

Survey results and formal and informal feedback will be compiled and used in planning future events.

Multicultural Amount Projected to Spend in 2025-2026

Name of Nonprofit Organization Town of Clayton – The Clayton Center

Name of Artist Race Amount Activity

N/A			



P.O. Box 2019
1115 Outlet Center Drive
Smithfield, NC 27577
919-954-9166 phone
info@jcartscouncil.org
www.jcartscouncil.org

Judy Boyette, President
Chandler Pernell, First-Vice President
Evelyn Wool, Second Vice-President
Hope Dougherty, Secretary
Kristin Sasser, Treasurer
Joyce Kilpatrick-Jordan, Immediate Past President

Board of Directors

April Culver
Deborah Dawe
Diana Fernandez
Cathy Gutierrez
Ron Hester
Hollie Johnson
Michelle Fields-Laughinghouse
David Lennon
Jonni Martin
Mandy McNulty
Jerri Ostergren
Laura Rogers
William Strickland
Barbara Tucker
Mercedes Valenzuela
Myra Wallace
Peggy Wickham
Percilla Williams

Advisors to the Board

Carolyn Ennis
Frankie Hobart

Darlene Williford, Executive Director

Artists
In the Schools

A Program of the
Johnston County Arts Council, Inc.

October 6, 2025

Town of Clayton
PO Box 879
Clayton, NC 27528

Dear Town of Clayton:

I am pleased to advise you that the Johnston County Arts Council has approved a grant award of \$2,000 to your organization to support your program this year. This grant is made possible by the North Carolina Arts Council's Grassroots Arts Program.

It was a very competitive process, and we are pleased that your program has been selected to receive funding this year.

Please find in this award packet the following:

Grant Instructions and Contract: Please read instructions thoroughly and keep them on file, along with a copy of your grant contract. One grant contract **MUST** be signed and returned to Johnston County Arts Council before funds can be distributed.

No Overdue Tax Debts Form: Non-government subgrantees must submit a No Overdue Tax Debts Form along with their grant contract. A copy is included in your grant package.

Final Report Form: Each subgrant recipient must complete a final report at the completion of their project. Reports are due to the Johnston County Arts Council by June 18, 2026. (will be sent by email in May)

Thank you for coordinating this project and agreeing to comply with state guidelines in administering your subgrant. If I can assist you further, please contact me.

Regards,
Darlene
Darlene Williford
Executive Director



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

MOU for Clayton High School for Fireworks Show

Presenter(s)

Rich Cappola, Town Manager

Suggested Action

Other - Approval of MOU

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

The enclosed First Amendment to the Memorandum of Understanding modifies the existing agreement between the Town of Clayton and JCPS. The amendment:

- Confirms the use of Clayton High School property for the fireworks show in 2024 and 2025.
- Permits the use of Clayton Middle School property for the 2026 fireworks show while high school construction is underway.
- Clarifies language related to site access, safety zones, and event coordination between the Town and the school system.
- All other terms and conditions of the original agreement remain unchanged and in full force and effect.

Background/History

Since 2023, the Town of Clayton and Johnston County Public Schools (JCPS) have partnered to host the Town's annual Fourth of July Fireworks Show at Clayton High School. This collaboration has provided a safe and convenient location for the event while supporting strong community ties between the Town and the school system.

With construction planned at Clayton High School during the summer of 2026, JCPS has agreed to allow use of Clayton Middle School for that year's fireworks show. To formalize this arrangement, the Town and JCPS have prepared an amended Memorandum of Understanding (MOU) that outlines continued use of school facilities through 2026 and updates language to reflect these location changes.

Recommendation

Staff respectfully requests that the Clayton Town Council approve the attached First Amendment to the Memorandum of Understanding between the Town of Clayton and Johnston County Public Schools and authorize the Mayor and Town Clerk to execute the document on behalf of the Town of Clayton.

Funding Source

N/A

Corresponding Documentation

[MOU Between JCPS and Town of Clayton-10162025101511](#)

Submitted By: Heidi Holland, Parks + Recreation

Reviewed By:

Rich Cappola, Town Manager

Heidi Holland, Town Clerk

Approved - Oct 30 2025

Approved - Oct 30 2025

Exhibit C

FIRST AMENDMENT

This Amendment ("Amendment") modifies and is made a part of the Memorandum of Understanding for use of Clayton High School for a Fourth of July Fireworks Show between Johnston County Public School Board of Education ("JCS" or "School System") and the Town of Clayton ("Town") (together, the "Parties"), dated [REDACTED], (together with any and all other documents referenced or incorporated therein and/or executed in connection therewith, the "Agreement"). The Parties hereby agree that this Amendment supersedes any conflicting or supplemental terms in the Agreement concerning the subject matter hereof. Except as provided for herein, all other terms of the Agreement remain unchanged and in full force and effect.

WITNESSETH

WHEREAS, JCS owns certain real property at 600 S. Fayetteville Street, Clayton, NC 27520, which is the campus for Clayton High School ("CHS");

WHEREAS, CHS is anticipated to be under construction and unavailable for use by the Town for the summer of 2026;

WHEREAS, JCS owns certain real property at 490 Guy Road, Clayton, NC 27520, which is the campus for Clayton Middle School ("CMS"); and

WHEREAS, JCS is willing to allow the Town to utilize CMS as the location for the July fireworks show in 2026 as contemplated under the Agreement while CHS is under construction.

NOW THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. Any reference to "School" in the Agreement includes CMS if the CMS campus is being used by Town for the July fireworks show as agreed to by JCS.
2. Section 1 of the Agreement is revised as follows:

1. Duties of the School System.

JCS agrees to:

- a) Provide usage of Clayton High School property as shown in red on Exhibit A, for the launch of fireworks by the Town. The usage will be permitted on a date mutually agreed upon by the parties between July 2 and July 6, for the following years: 2024 and 2025.
- b) Provide usage of the Clayton Middle School property as shown in the picture in Exhibit C, for the launch of fireworks by the Town on a date mutually agreed upon by the parties between July 2 and July 6 in 2026.

Clayton Middle School

The larger blue circle is the Fireworks 'fallout' zone. No one, except certified Firework personnel would be allowed inside.

The launch site would be the yellow "FWKS" box.

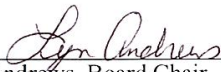
Red Box= factors in debris field from wind direction which is unknown until the time of launch. Public would not be allowed, the Fire Department could station a truck during the show in this space.

Spaces will be secured using existing and temporary fencing installed by the Town of Clayton.

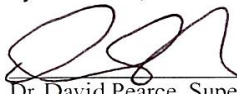


IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives.

JOHNSTON COUNTY BOARD OF EDUCATION



Lyn Andrews, Board Chair



Dr. David Pearce, Superintendent

TOWN OF CLAYTON

Jody McLeod, Mayor

Heidi Holland, Town Clerk

***Town of Clayton
World Pancreatic Cancer Day
Proclamation***

WHEREAS, in 2025, an estimated 67,440 individuals in the United States will be diagnosed with pancreatic cancer, and approximately 51,980 will lose their lives to this devastating disease; and

WHEREAS, pancreatic cancer is currently the third leading cause of cancer-related death in the United States—surpassing breast cancer—and is projected to become the second by 2030; and

WHEREAS, pancreatic cancer has the lowest five-year relative survival rate of all major cancers, currently at just 13%, and remains the only major cancer with a five-year survival rate below 20%; and

WHEREAS, symptoms of pancreatic cancer often appear in the late stages, resulting in only 15% of cases being diagnosed when the disease is still localized, and more than 87% of those diagnosed die within five years; and

WHEREAS, an estimated 1,910 deaths will occur in North Carolina due to pancreatic cancer in 2025; and

WHEREAS, the health and well-being of the residents of the Town of Clayton are enhanced through greater awareness, education, and research into early detection, risk factors, and effective treatments for pancreatic cancer.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim November 20, 2025 as World Pancreatic Cancer Day in Clayton and encourage all residents to learn more about this disease and support efforts toward finding a cure.

Proclaimed by the Clayton Town Council this the 3rd day of November 2025.

Jody L. McLeod
Mayor



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-32-ANX Troxler Annexation Resolution to Authorize Clerk to Investigate Sufficiency

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation request.

Recommendation

Approval of Resolution to authorize the Town Clerk to investigate the sufficiency of the annexation petition.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Troxler ANX 2023-32-ANX 10272025](#)

[2 Annexation Plat Troxler ANX 2023-32-ANX 10272025](#)

[3 Legal Description Troxler 2023-32-ANX 10272025](#)

[4 Updated Sufficiency Resolution Troxler ANX 2023-32-ANX 10292025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency and Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
Conrad Olmedo, Planning Director	Approved - Oct 27 2025
Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
Rich Cappola, Town Manager	Approved - Oct 30 2025
Heidi Holland, Town Clerk	Approved - Oct 30 2025



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No
If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.
- *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.
2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.
- Total Acreage to be annexed: 225.95 Existing Housing Units: 0
- Population of acreage to be annexed: 0 Fire District: McLemore
- Existing Zoning District*: AR Proposed Town Zoning District*: RLL
- County Recorded Plat Book and Page #: Book 00991 Page 0087
- Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____
5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

William F. Troxler, Jr
Please Print

[Signature]
Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL

Corporate Name: _____

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, William F. Troxler, Jr a Notary Public for the above State and County, this 6th day of February, 20 23.

[Signature]
Notary Public

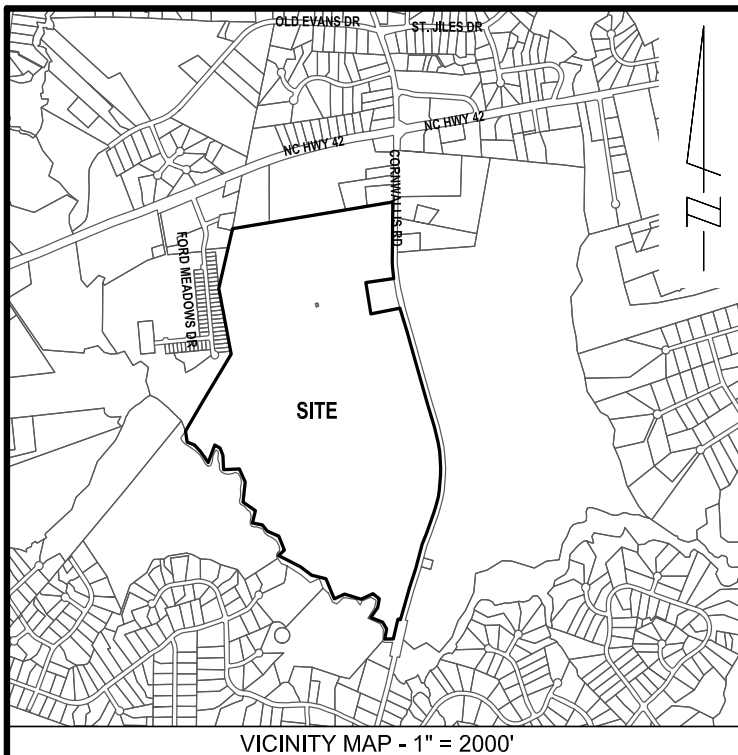
SEAL



My Commission Expires: 4/24/2027

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE PAGE, REFERENCES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE PAGE, REFERENCES, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

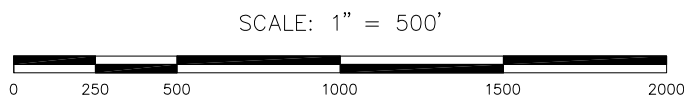
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

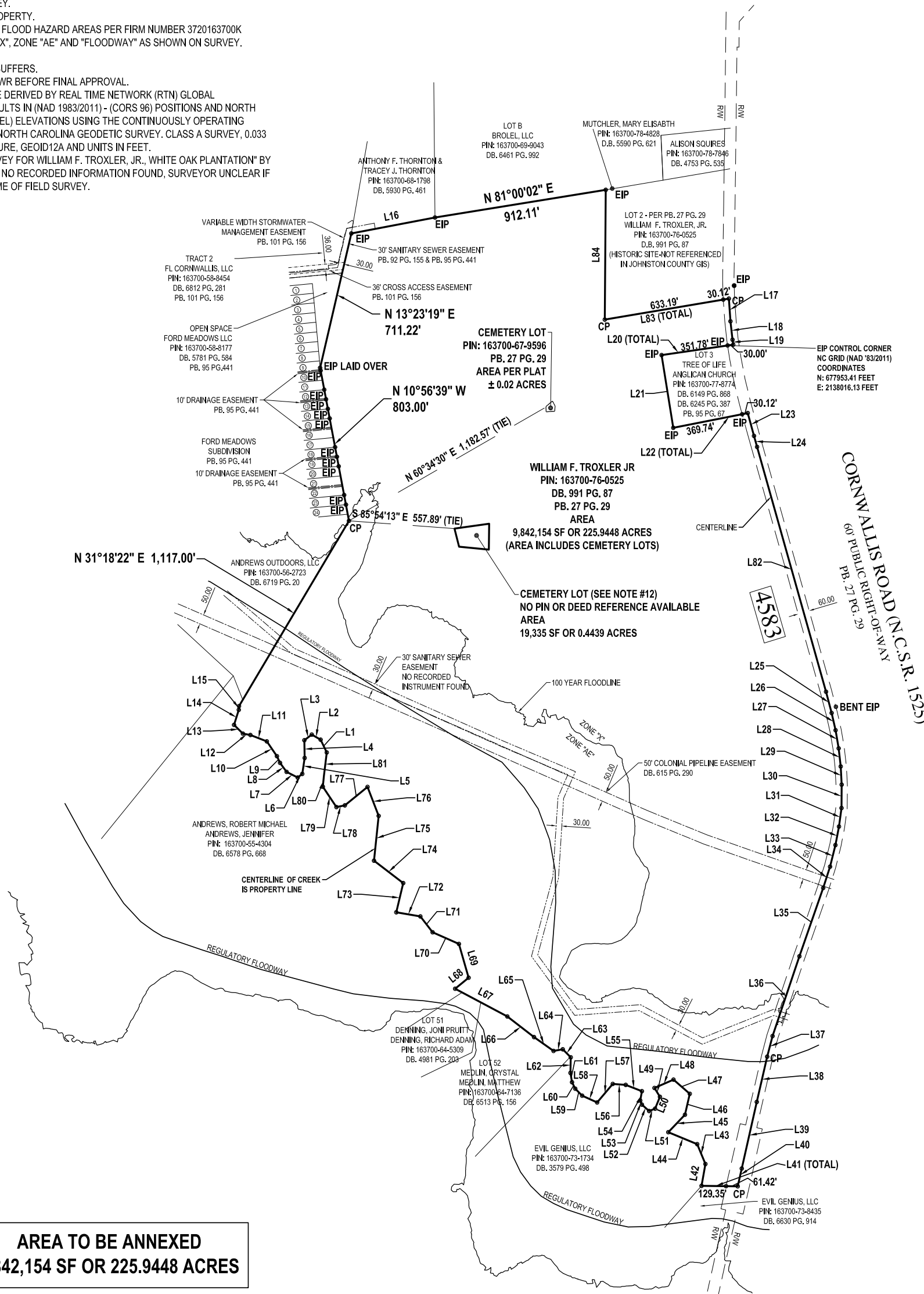
DAN GREGORY, PLS L-5240



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 26°15'53" W	73.43'	L43	N 22°57'11" W	110.90'
L2	N 60°33'40" W	53.18'	L44	N 68°00'14" W	164.68'
L3	S 53°27'11" W	49.07'	L45	N 44°20'53" E	125.93'
L4	S 01°07'59" E	91.13'	L46	N 13°11'51" E	110.93'
L5	S 08°46'39" W	83.18'	L47	N 49°35'29" W	112.38'
L6	S 51°34'55" W	30.51'	L48	S 66°47'48" W	109.34'
L7	N 63°28'44" W	65.72'	L49	S 32°34'19" E	53.61'
L8	N 36°24'40" W	58.18'	L50	S 22°38'46" W	66.55'
L9	N 25°35'42" W	37.56'	L51	S 68°49'48" W	33.97'
L10	N 34°58'29" W	93.10'	L52	N 48°56'41" W	50.26'
L11	N 69°06'16" W	92.87'	L53	N 22°22'18" W	22.55'
L12	N 80°02'48" W	40.21'	L54	N 09°47'27" E	49.31'
L13	N 45°58'36" W	64.67'	L55	N 69°12'13" W	91.37'
L14	N 17°48'06" E	81.35'	L56	N 85°59'33" W	68.18'
L15	N 02°59'17" E	19.46'	L57	S 40°58'11" W	126.11'
L16	N 79°26'38" E	448.99'	L58	N 66°17'12" W	86.46'
L17	S 04°08'47" E	116.95'	L59	N 45°00'31" W	51.06'
L18	S 06°22'23" E	95.48'	L60	N 27°04'26" W	37.31'
L19	S 08°51'56" E	25.69'	L61	N 10°04'09" W	48.49'
L20	S 81°52'13" W	381.78'	L62	N 01°11'01" E	80.74'
L21	S 09°22'32" E	379.47'	L63	N 45°41'39" W	58.92'
L22	N 79°06'26" E	399.86'	L64	S 80°10'18" W	49.60'
L23	S 15°42'11" E	122.05'	L65	N 55°15'01" W	125.20'
L24	S 16°05'21" E	58.87'	L66	N 52°59'49" W	176.17'
L25	S 14°58'16" E	113.48'	L67	N 62°32'32" W	310.53'
L26	S 13°10'34" E	91.15'	L68	N 51°30'17" E	90.96'
L27	S 09°56'08" E	94.82'	L69	N 16°23'13" W	181.34'
L28	S 06°37'32" E	93.75'	L70	N 68°38'21" W	151.24'
L29	S 03°13'08" E	93.75'	L71	N 38°17'15" W	104.20'
L30	S 00°23'38" W	120.40'	L72	N 80°33'12" W	128.67'
L31	S 07°59'44" W	96.68'	L73	N 13°38'24" E	154.81'
L32	S 11°11'10" W	97.08'	L74	N 53°05'32" W	192.75'
L33	S 14°17'37" W	114.89'	L75	N 06°07'25" E	231.92'
L34	S 18°10'11" W	115.44'	L76	N 21°26'35" W	160.42'
L35	S 19°37'53" W	373.57'	L77	S 51°32'21" W	152.87'
L36	S 19°10'13" W	434.75'	L78	S 78°04'34" W	45.50'
L37	S 14°54'54" W	109.77'	L79	N 34°22'31" W	127.16'
L38	S 13°18'26" W	239.67'	L80	N 05°59'51" E	56.51'
L39	S 13°00'42" W	352.12'	L81	N 07°05'33" E	121.02'
L40	S 13°00'42" W	93.69'	L82	S 16°05'15" E	1,312.67'
L41	N 89°20'31" W	190.77'	L83	N 80°38'28" E	663.31'
L42	N 10°14'49" E	114.45'	L84	S 00°23'54" W	668.44'



- NOTE:
- AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 - OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 - NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 - NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 - A PORTION OF THE SUBJECT PROPERTY LIES IN FLOOD HAZARD AREAS PER FIRM NUMBER 3720163700K DATED JUNE 20, 2018. PROPERTY LIES IN ZONE "X", ZONE "AE" AND "FLOODWAY" AS SHOWN ON SURVEY.
 - PROPERTY IS ZONED "AR".
 - PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
 - BUFFER DELINEATION TO BE DETERMINED BY DWR BEFORE FINAL APPROVAL.
 - THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY. VRS FIELD PROCEDURE. GEOID12A AND UNITS IN FEET.
 - CEMETERY LOT APPEARS ON MAP TITLED "SURVEY FOR WILLIAM F. TROXLER, JR., WHITE OAK PLANTATION" BY WALLACE G. CAWTHORNE DATED JULY 19, 1985. NO RECORDED INFORMATION FOUND. SURVEYOR UNCLEAR IF CEMETERY EXISTS, NO EVIDENCE FOUND AT TIME OF FIELD SURVEY.



BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE NORTHERN PROPERTY LINE OF LOT 3 AS RECORDED IN PLAT BOOK 95, PAGE 67, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 81°52'13"W A DISTANCE OF 351.78 FEET TO AN EXISTING IRON PIPE; THENCE S 09°22'32"E A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE; THENCE N 79°06'26"E A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 79°06'26"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 15°42'11"E A DISTANCE OF 122.05 FEET TO A POINT; THENCE S 16°05'21"E A DISTANCE OF 58.87 FEET TO A POINT; THENCE S 16°05'15"E A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE S 14°58'16"E A DISTANCE OF 113.48 FEET TO A POINT; THENCE S 13°10'34"E A DISTANCE OF 91.15 FEET TO A POINT; THENCE S 09°56'08"E A DISTANCE OF 94.82 FEET TO A POINT; THENCE S 06°37'32"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 03°13'08"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 00°23'38"W A DISTANCE OF 120.40 FEET TO A POINT; THENCE S 07°59'44"W A DISTANCE OF 96.68 FEET TO A POINT; THENCE S 11°11'10"W A DISTANCE OF 97.08 FEET TO A POINT; THENCE S 14°17'37"W A DISTANCE OF 114.89 FEET TO A POINT; THENCE S 18°10'11"W A DISTANCE OF 115.44 FEET TO A POINT; THENCE S 19°37'53"W A DISTANCE OF 373.57 FEET TO A POINT; THENCE S 19°01'30"W A DISTANCE OF 434.75 FEET TO A POINT; THENCE S 14°54'54"W A DISTANCE OF 109.77 FEET TO A POINT; THENCE S 13°18'26"W A DISTANCE OF 239.67 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 352.12 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 93.89 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE N 89°20'31"W A DISTANCE OF 61.42 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 89°20'31"W A DISTANCE OF 129.35 FEET TO A POINT LOCATED IN THE CENTERLINE OF SWIFT CREEK AND BEING THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY 341 SONNY ROAD LLC, DEED BOOK 3579, PAGE 498, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID CENTERLINE OF CREEK N 10°14'49"E A DISTANCE OF 114.45 FEET TO A POINT; THENCE N 22°57'11"W A DISTANCE OF 110.90 FEET TO A POINT; THENCE N 68°00'14"W A DISTANCE OF 164.68 FEET TO A POINT; THENCE N 44°20'53"E A DISTANCE OF 125.93 FEET TO A POINT; THENCE N 13°11'51"E A DISTANCE OF 110.93 FEET TO A POINT; THENCE N 49°35'29"W A DISTANCE OF 112.38 FEET TO A POINT; THENCE S 66°47'48"W A DISTANCE OF 109.34 FEET TO A POINT; THENCE S 32°34'19"E A DISTANCE OF 53.61 FEET TO A POINT; THENCE S 22°36'46"W A DISTANCE OF 66.55 FEET TO A POINT; THENCE S 68°49'48"W A DISTANCE OF 33.97 FEET TO A POINT; THENCE N 48°56'41"W A DISTANCE OF 50.26 FEET TO A POINT; THENCE N 22°22'18"W A DISTANCE OF 22.55 FEET TO A POINT; THENCE N 09°47'27"E A DISTANCE OF 49.31 FEET TO A POINT; THENCE N 69°12'13"W A DISTANCE OF 91.37 FEET TO A POINT; THENCE N 85°59'33"W A DISTANCE OF 68.18 FEET TO A POINT; THENCE S 40°58'11"W A DISTANCE OF 126.11 FEET TO A POINT; THENCE N 66°17'12"W A DISTANCE OF 86.46 FEET TO A POINT; THENCE N 45°00'31"W A DISTANCE OF 51.06 FEET TO A POINT; THENCE N 27°04'26"W A DISTANCE OF 37.31 FEET TO A POINT; THENCE N 10°04'09"W A DISTANCE OF 48.49 FEET TO A POINT; THENCE N 01°10'11"E A DISTANCE OF 80.74 FEET TO A POINT; THENCE N 45°41'39"W A DISTANCE OF 58.92 FEET TO A POINT; THENCE S 80°10'18"W A DISTANCE OF 49.60 FEET TO A POINT; THENCE N 55°15'01"E A DISTANCE OF 125.20 FEET TO A POINT; THENCE N 52°59'49"W A DISTANCE OF 176.17 FEET TO A POINT; THENCE N 62°32'32"W A DISTANCE OF 310.53 FEET TO A POINT; THENCE N 51°30'17"E A DISTANCE OF 90.96 FEET TO A POINT; THENCE N 16°23'13"W A DISTANCE OF 181.34 FEET TO A POINT; THENCE N 66°38'21"W A DISTANCE OF 151.24 FEET TO A POINT; THENCE N 38°17'15"W A DISTANCE OF 104.20 FEET TO A POINT; THENCE N 80°33'12"W A DISTANCE OF 128.67 FEET TO A POINT; THENCE N 13°38'24"E A DISTANCE OF 154.81 FEET TO A POINT; THENCE N 53°05'32"W A DISTANCE OF 192.75 FEET TO A POINT; THENCE N 06°07'25"E A DISTANCE OF 231.92 FEET TO A POINT; THENCE N 21°26'35"W A DISTANCE OF 160.42 FEET TO A POINT; THENCE S

51°32'21"W A DISTANCE OF 152.87 FEET TO A POINT; THENCE S 79°04'34"W A DISTANCE OF 45.50 FEET TO A POINT; THENCE N 34°22'31"W A DISTANCE OF 127.16 FEET TO A POINT; THENCE N 05°59'51"E A DISTANCE OF 56.51 FEET TO A POINT; THENCE N 07°05'33"E A DISTANCE OF 121.02 FEET TO A POINT; THENCE N 26°15'53"W A DISTANCE OF 73.43 FEET TO A POINT; THENCE N 60°33'40"W A DISTANCE OF 53.18 FEET TO A POINT; THENCE S 53°27'11"W A DISTANCE OF 49.07 FEET TO A POINT; THENCE S 01°07'59"E A DISTANCE OF 91.13 FEET TO A POINT; THENCE S 08°46'39"W A DISTANCE OF 83.18 FEET TO A POINT; THENCE S 51°34'55"W A DISTANCE OF 30.51 FEET TO A POINT; THENCE N 63°28'44"W A DISTANCE OF 65.72 FEET TO A POINT; THENCE N 36°24'40"W A DISTANCE OF 58.18 FEET TO A POINT; THENCE N 25°35'42"W A DISTANCE OF 37.56 FEET TO A POINT; THENCE N 34°58'29"W A DISTANCE OF 93.10 FEET TO A POINT; THENCE N 69°06'16"W A DISTANCE OF 92.87 FEET TO A POINT; THENCE N 80°02'48"W A DISTANCE OF 40.21 FEET TO A POINT; THENCE N 45°58'36"W A DISTANCE OF 64.67 FEET TO A POINT; THENCE N 17°48'06"E A DISTANCE OF 81.35 FEET TO A POINT; THENCE N 02°59'17"E A DISTANCE OF 19.46 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF SWIFT CREEK N 31°18'22"E A DISTANCE OF 1,117.00 FEET TO A POINT BEING THE NORTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY FUTURE DEVELOPMENT FORD MEADOWS LLC, PLAT BOOK 95, PAGE 441, JOHNSTON COUNTY REGISTRY; THENCE N 10°56'39"W A DISTANCE OF 803.00 FEET TO AN EXISTING IRON PIPE ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY FORD MEADOWS SUBDIVISION, PLAT BOOK 95; PAGE 441, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 13°23'19"E A DISTANCE OF 711.22 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY ANTHONY F. THORNTON AND TRACEY J. THORNTON, DEED BOOK 5930, PAGE 461, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE N 79°26'38"E A DISTANCE OF 448.99 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LOT B AS RECORDED IN PLAT BOOK 27, PAGE 233, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE N 81°00'02"E A DISTANCE OF 912.11 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT 2, PLAT BOOK 27, PAGE 29, JOHNSTON COUNTY REGISTRY, THENCE S 00°25'54"W A DISTANCE OF 668.44 FEET TO A POINT; THENCE N 80°38'28"E A DISTANCE OF 633.19 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, THENCE LEAVING SAID RIGHT-OF-WAY LINE N 80°38'28"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 04°08'47"E A DISTANCE OF 116.95 FEET TO A POINT; THENCE S 06°22'23"E A DISTANCE OF 95.48 FEET TO A POINT; THENCE S 08°51'56"E A DISTANCE OF 25.69 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 81°52'13"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 225.9448 ACRES.

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1
2023-32-ANX TROXLER ANNEXATION**

WHEREAS a petition requesting annexation of an area described in said petition was received on November 3, 2025 by the Town Council; and

WHEREAS NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. The Town Clerk is hereby directed to investigate the sufficiency of the below-described petition and to certify to the Town of Clayton Town Council the result of her investigation.

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE NORTHERN PROPERTY LINE OF LOT 3 AS RECORDED IN PLAT BOOK 95, PAGE 67, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 81°52'13"W A DISTANCE OF 351.78 FEET TO AN EXISTING IRON PIPE; THENCE S 09°22'32"E A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE; THENCE N 79°06'26"E A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 79°06'26"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 15°42'11"E A DISTANCE OF 122.05 FEET TO A POINT; THENCE S 16°05'21"E A DISTANCE OF 58.87 FEET TO A POINT; THENCE S 16°05'15"E A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE S 14°58'16"E A DISTANCE OF 113.48 FEET TO A POINT; THENCE S 13°10'34"E A DISTANCE OF 91.15 FEET TO A POINT; THENCE S 09°56'08"E A DISTANCE OF 94.82 FEET TO A POINT; THENCE S 06°37'32"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 03°13'08"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 00°23'38"W A DISTANCE OF 120.40 FEET TO A POINT; THENCE S 07°59'44"W A DISTANCE OF 96.68 FEET TO A POINT; THENCE S

11°11'10"W A DISTANCE OF 97.08 FEET TO A POINT; THENCE S 14°17'37"W A DISTANCE OF 114.89 FEET TO A POINT; THENCE S 18°10'11"W A DISTANCE OF 115.44 FEET TO A POINT; THENCE S 19°37'53"W A DISTANCE OF 373.57 FEET TO A POINT; THENCE S 19°01'30"W A DISTANCE OF 434.75 FEET TO A POINT; THENCE S 14°54'54"W A DISTANCE OF 109.77 FEET TO A POINT; THENCE S 13°18'26"W A DISTANCE OF 239.67 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 352.12 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 93.89 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE N 89°20'31"W A DISTANCE OF 61.42 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 89°20'31"W A DISTANCE OF 129.35 FEET TO A POINT LOCATED IN THE CENTERLINE OF SWIFT CREEK AND BEING THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY 341 SONNY ROAD LLC, DEED BOOK 3579, PAGE 498, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID CENTERLINE OF CREEK N 10°14'49"E A DISTANCE OF 114.45 FEET TO A POINT; THENCE N 22°57'11"W A DISTANCE OF 110.90 FEET TO A POINT; THENCE N 68°00'14"W A DISTANCE OF 164.68 FEET TO A POINT; THENCE N 44°20'53"E A DISTANCE OF 125.93 FEET TO A POINT; THENCE N 13°11'51"E A DISTANCE OF 110.93 FEET TO A POINT; THENCE N 49°35'29"W A DISTANCE OF 112.38 FEET TO A POINT; THENCE S 66°47'48"W A DISTANCE OF 109.34 FEET TO A POINT; THENCE S 32°34'19"E A DISTANCE OF 53.61 FEET TO A POINT; THENCE S 22°36'46"W A DISTANCE OF 66.55 FEET TO A POINT; THENCE S 68°49'48"W A DISTANCE OF 33.97 FEET TO A POINT; THENCE N 48°56'41"W A DISTANCE OF 50.26 FEET TO A POINT; THENCE N 22°22'18"W A DISTANCE OF 22.55 FEET TO A POINT; THENCE N 09°47'27"E A DISTANCE OF 49.31 FEET TO A POINT; THENCE N 69°12'13"W A DISTANCE OF 91.37 FEET TO A POINT; THENCE N 85°59'33"W A DISTANCE OF 68.18 FEET TO A POINT; THENCE S 40°58'11"W A DISTANCE OF 126.11 FEET TO A POINT; THENCE N 66°17'12"W A DISTANCE OF 86.46 FEET TO A POINT; THENCE N 45°00'31"W A DISTANCE OF 51.06 FEET TO A POINT; THENCE N 27°04'26"W A DISTANCE OF 37.31 FEET TO A POINT; THENCE N 10°04'09"W A DISTANCE OF 48.49 FEET TO A POINT; THENCE N 01°10'11"E A DISTANCE OF 80.74 FEET TO A POINT; THENCE N 45°41'39"W A DISTANCE OF 58.92 FEET TO A POINT; THENCE S 80°10'18"W A DISTANCE OF 49.60 FEET TO A POINT; THENCE N 55°15'01"W A DISTANCE OF 125.20 FEET TO A POINT; THENCE N 52°59'49"W A DISTANCE OF 176.17 FEET TO A POINT; THENCE N 62°32'32"W A DISTANCE OF 310.53 FEET TO A POINT; THENCE N 51°30'17"E A DISTANCE OF 90.96 FEET TO A POINT; THENCE N 16°23'13"W A DISTANCE OF 181.34 FEET TO A POINT; THENCE N 66°38'21"W A DISTANCE OF 151.24 FEET TO A POINT; THENCE N 38°17'15"W A DISTANCE OF 104.20 FEET TO A POINT; THENCE N 80°33'12"W A DISTANCE OF 128.67 FEET TO A POINT; THENCE N 13°38'24"E A DISTANCE OF 154.81 FEET TO A POINT; THENCE N 53°05'32"W A

DISTANCE OF 192.75 FEET TO A POINT; THENCE N 06°07'25"E A DISTANCE OF 231.92 FEET TO A POINT; THENCE N 21°26'35"W A DISTANCE OF 160.42 FEET TO A POINT; THENCE S 51°32'21"W A DISTANCE OF 152.87 FEET TO A POINT; THENCE S 79°04'34"W A DISTANCE OF 45.50 FEET TO A POINT; THENCE N 34°22'31"W A DISTANCE OF 127.16 FEET TO A POINT; THENCE N 05°59'51"E A DISTANCE OF 56.51 FEET TO A POINT; THENCE N 07°05'33"E A DISTANCE OF 121.02 FEET TO A POINT; THENCE N 26°15'53"W A DISTANCE OF 73.43 FEET TO A POINT; THENCE N 60°33'40"W A DISTANCE OF 53.18 FEET TO A POINT; THENCE S 53°27'11"W A DISTANCE OF 49.07 FEET TO A POINT; THENCE S 01°07'59"E A DISTANCE OF 91.13 FEET TO A POINT; THENCE S 08°46'39"W A DISTANCE OF 83.18 FEET TO A POINT; THENCE S 51°34'55"W A DISTANCE OF 30.51 FEET TO A POINT; THENCE N 63°28'44"W A DISTANCE OF 65.72 FEET TO A POINT; THENCE N 36°24'40"W A DISTANCE OF 58.18 FEET TO A POINT; THENCE N 25°35'42"W A DISTANCE OF 37.56 FEET TO A POINT; THENCE N 34°58'29"W A DISTANCE OF 93.10 FEET TO A POINT; THENCE N 69°06'16"W A DISTANCE OF 92.87 FEET TO A POINT; THENCE N 80°02'48"W A DISTANCE OF 40.21 FEET TO A POINT; THENCE N 45°58'36"W A DISTANCE OF 64.67 FEET TO A POINT; THENCE N 17°48'06"E A DISTANCE OF 81.35 FEET TO A POINT; THENCE N 02°59'17"E A DISTANCE OF 19.46 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF SWIFT CREEK N 31°18'22"E A DISTANCE OF 1,117.00 FEET TO A POINT BEING THE NORTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY FUTURE DEVELOPMENT FORD MEADOWS LLC, PLAT BOOK 95, PAGE 441, JOHNSTON COUNTY REGISTRY; THENCE N 10°56'39"W A DISTANCE OF 803.00 FEET TO AN EXISTING IRON PIPE ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY FORD MEADOWS SUBDIVISION, PLAT BOOK 95; PAGE 441, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 13°23'19"E A DISTANCE OF 711.22 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY ANTHONY F. THORNTON AND TRACEY J. THORNTON, DEED BOOK 5930, PAGE 461, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE N 79°26'38"E A DISTANCE OF 448.99 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LOT B AS RECORDED IN PLAT BOOK 27, PAGE 233, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE N 81°00'02"E A DISTANCE OF 912.11 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT 2, PLAT BOOK 27, PAGE 29, JOHNSTON COUNTY REGISTRY, THENCE S 00°25'54"W A DISTANCE OF 668.44 FEET TO A POINT; THENCE N 80°38'28"E A DISTANCE OF 633.19 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, THENCE LEAVING SAID RIGHT-OF-WAY LINE N 80°38'28"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID

CENTERLINE S 04°08'47"E A DISTANCE OF 116.95 FEET TO A POINT;
THENCE S 06°22'23"E A DISTANCE OF 95.48 FEET TO A POINT; THENCE S
08°51'56"E A DISTANCE OF 25.69 FEET TO A POINT; THENCE LEAVING
SAID CENTERLINE S 81°52'13"W A DISTANCE OF 30.00 FEET TO THE
POINT OF BEGINNING, CONTAINING 225.9448 ACRES.

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-32-ANX Troxler Annexation Resolution to Schedule Public Hearing

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☒ None Required

Summary

Request for Resolution to confirm Town Clerk sufficiency check and scheduling of the Public Hearing for the annexation petition.

Recommendation

Approval of the Resolution to confirm Town Clerk sufficiency of the annexation petition and scheduling of the Public Hearing for November 17, 2025.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Troxler 2023-32-ANX 10272025](#)

[2 Annexation Plat Troxler 2023-32-ANX 10272025](#)

[3 Legal Description Troxler 2023-32-ANX 10272025](#)

[4 Certificate of Sufficiency Troxler 2023-32-ANX 10272025](#)

[5 PH Scheduling Resolution Troxler ANX 2023-32-ANX 10162025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency and Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
Conrad Olmedo, Planning Director	Approved - Oct 27 2025
Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
Rich Cappola, Town Manager	Approved - Oct 30 2025
Heidi Holland, Town Clerk	Approved - Oct 30 2025



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No
If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 225.95 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR Proposed Town Zoning District*: RLL

County Recorded Plat Book and Page #: Book 00991 Page 0087

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

William F. Troxler, Jr
Please Print

[Signature]
Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL

Corporate Name: _____

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, William F. Troxler, Jr a Notary Public for the above State and County, this 6th day of February, 20 23.

[Signature]
Notary Public

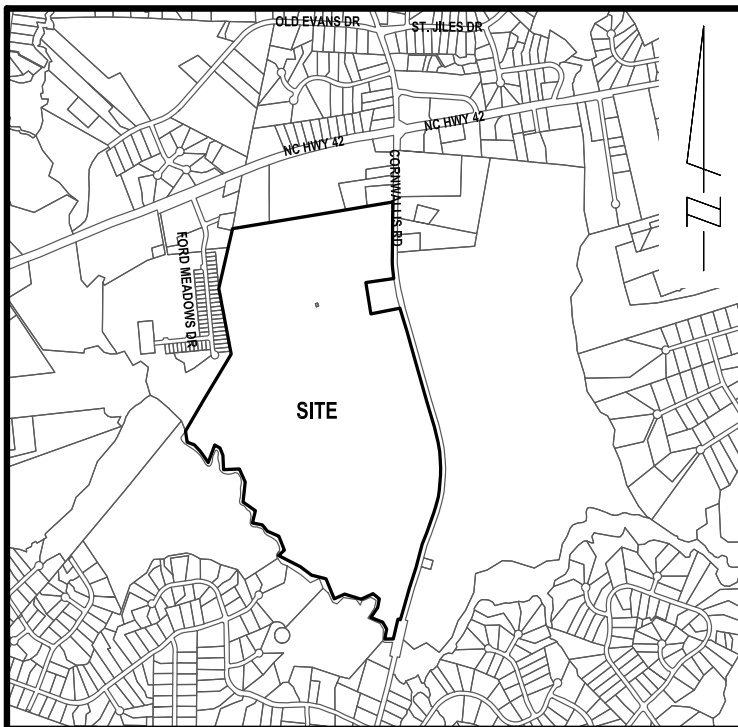
SEAL



My Commission Expires: 4/24/2027

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE PAGE, REFERENCES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE PAGE, REFERENCES, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

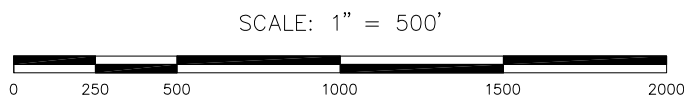
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

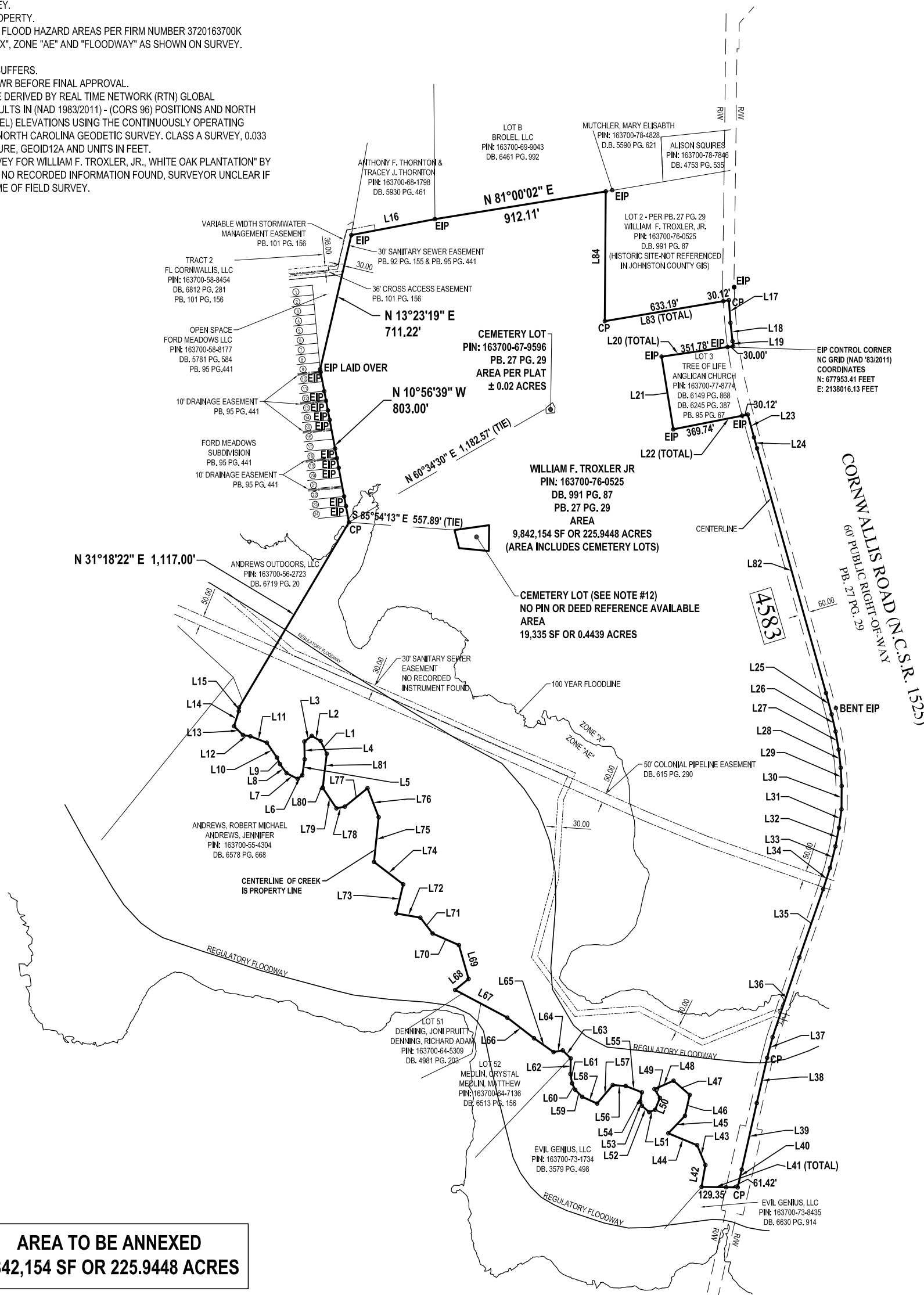
DAN GREGORY, PLS L-5240



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 26°15'53" W	73.43'	L43	N 22°57'11" W	110.90'
L2	N 60°33'40" W	53.18'	L44	N 68°00'14" W	164.68'
L3	S 53°27'11" W	49.07'	L45	N 44°20'53" E	125.93'
L4	S 01°07'59" E	91.13'	L46	N 13°11'51" E	110.93'
L5	S 08°46'39" W	83.18'	L47	N 49°35'29" W	112.38'
L6	S 51°34'55" W	30.51'	L48	S 66°47'48" W	109.34'
L7	N 63°28'44" W	65.72'	L49	S 32°34'19" E	53.61'
L8	N 36°24'40" W	58.18'	L50	S 22°38'46" W	66.55'
L9	N 25°35'42" W	37.56'	L51	S 68°49'48" W	33.97'
L10	N 34°58'29" W	93.10'	L52	N 48°56'41" W	50.26'
L11	N 69°06'16" W	92.87'	L53	N 22°22'18" W	22.55'
L12	N 80°02'48" W	40.21'	L54	N 09°47'27" E	49.31'
L13	N 45°58'36" W	64.67'	L55	N 69°12'13" W	91.37'
L14	N 17°48'06" E	81.35'	L56	N 85°59'33" W	68.18'
L15	N 02°59'17" E	19.46'	L57	S 40°58'11" W	126.11'
L16	N 79°26'38" E	448.99'	L58	N 66°17'12" W	86.46'
L17	S 04°08'47" E	116.95'	L59	N 45°00'31" W	51.06'
L18	S 06°22'23" E	95.48'	L60	N 27°04'26" W	37.31'
L19	S 08°51'56" E	25.69'	L61	N 10°04'09" W	48.49'
L20	S 81°52'13" W	381.78'	L62	N 01°11'01" E	80.74'
L21	S 09°22'32" E	379.47'	L63	N 45°41'39" W	58.92'
L22	N 79°06'26" E	399.86'	L64	S 80°10'18" W	49.60'
L23	S 15°42'11" E	122.05'	L65	N 55°15'01" W	125.20'
L24	S 16°05'21" E	58.87'	L66	N 52°59'49" W	176.17'
L25	S 14°58'16" E	113.48'	L67	N 62°32'32" W	310.53'
L26	S 13°10'34" E	91.15'	L68	N 51°30'17" E	90.96'
L27	S 09°56'08" E	94.82'	L69	N 16°23'13" W	181.34'
L28	S 06°37'32" E	93.75'	L70	N 68°38'21" W	151.24'
L29	S 03°13'08" E	93.75'	L71	N 38°17'15" W	104.20'
L30	S 00°23'38" W	120.40'	L72	N 80°33'12" W	128.67'
L31	S 07°59'44" W	96.68'	L73	N 13°38'24" E	154.81'
L32	S 11°11'10" W	97.08'	L74	N 53°05'32" W	192.75'
L33	S 14°17'37" W	114.89'	L75	N 06°07'25" E	231.92'
L34	S 18°10'11" W	115.44'	L76	N 21°26'35" W	160.42'
L35	S 19°37'53" W	373.57'	L77	S 51°32'21" W	152.87'
L36	S 19°10'13" W	434.75'	L78	S 78°04'34" W	45.50'
L37	S 14°54'54" W	109.77'	L79	N 34°22'31" W	127.16'
L38	S 13°18'26" W	239.67'	L80	N 05°59'51" E	56.51'
L39	S 13°00'42" W	352.12'	L81	N 07°05'33" E	121.02'
L40	S 13°00'42" W	93.69'	L82	S 16°05'15" E	1,312.67'
L41	N 89°20'31" W	190.77'	L83	N 80°38'28" E	663.31'
L42	N 10°14'49" E	114.45'	L84	S 00°23'54" W	668.44'



- NOTE:
- AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 - OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 - NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 - NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 - A PORTION OF THE SUBJECT PROPERTY LIES IN FLOOD HAZARD AREAS PER FIRM NUMBER 3720163700K DATED JUNE 20, 2018. PROPERTY LIES IN ZONE "X", ZONE "AE" AND "FLOODWAY" AS SHOWN ON SURVEY.
 - PROPERTY IS ZONED "AR".
 - PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
 - BUFFER DELINEATION TO BE DETERMINED BY DWR BEFORE FINAL APPROVAL.
 - THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY. VRS FIELD PROCEDURE. GEOID12A AND UNITS IN FEET.
 - CEMETERY LOT APPEARS ON MAP TITLED "SURVEY FOR WILLIAM F. TROXLER, JR., WHITE OAK PLANTATION" BY WALLACE G. CAWTHORNE DATED JULY 19, 1985. NO RECORDED INFORMATION FOUND. SURVEYOR UNCLEAR IF CEMETERY EXISTS, NO EVIDENCE FOUND AT TIME OF FIELD SURVEY.



AREA TO BE ANNEXED
9,842,154 SF OR 225.9448 ACRES

REFERENCES

- DB. 991 PG. 87
PB. 27 PG. 29
DB. 6149 PG. 868
DB. 6245 PG. 387
PB. 95 PG. 67
"SURVEY FOR WILLIAM F. TROXLER, JR., WHITE OAK PLANTATION" BY WALLACE G. CAWTHORNE DATED JULY 19, 1985.

LEGEND

- EIP = EXISTING IRON PIPE
- CP = CALCULATED POINT

OWNER

WILLIAM F. TROXLER JR.
P O BOX 6423
RALEIGH, NC 27628-6423

REV.	DATE	DESCRIPTION	BY
1	10-23-25	REVISED PER COMMENTS #1	AMH



BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS

- 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
- TELEPHONE: (919)851-4422 OR (800)354-1879
- FAX: (919)851-8968
- CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY

MG

DRAWN BY

AMH

CHECKED BY

DG

DATE

07-30-2023

SATELLITE ANNEXATION MAP
(ANNEXATION PROJECT #: 2023-32-ANX)

FOR

THE TOWN OF CLAYTON

CLAYTON TWSP

JOHNSTON COUNTY

NORTH CAROLINA

SHEET

1

OF

1

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE NORTHERN PROPERTY LINE OF LOT 3 AS RECORDED IN PLAT BOOK 95, PAGE 67, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 81°52'13"W A DISTANCE OF 351.78 FEET TO AN EXISTING IRON PIPE; THENCE S 09°22'32"E A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE; THENCE N 79°06'26"E A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 79°06'26"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 15°42'11"E A DISTANCE OF 122.05 FEET TO A POINT; THENCE S 16°05'21"E A DISTANCE OF 58.87 FEET TO A POINT; THENCE S 16°05'15"E A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE S 14°58'16"E A DISTANCE OF 113.48 FEET TO A POINT; THENCE S 13°10'34"E A DISTANCE OF 91.15 FEET TO A POINT; THENCE S 09°56'08"E A DISTANCE OF 94.82 FEET TO A POINT; THENCE S 06°37'32"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 03°13'08"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 00°23'38"W A DISTANCE OF 120.40 FEET TO A POINT; THENCE S 07°59'44"W A DISTANCE OF 96.68 FEET TO A POINT; THENCE S 11°11'10"W A DISTANCE OF 97.08 FEET TO A POINT; THENCE S 14°17'37"W A DISTANCE OF 114.89 FEET TO A POINT; THENCE S 18°10'11"W A DISTANCE OF 115.44 FEET TO A POINT; THENCE S 19°37'53"W A DISTANCE OF 373.57 FEET TO A POINT; THENCE S 19°01'30"W A DISTANCE OF 434.75 FEET TO A POINT; THENCE S 14°54'54"W A DISTANCE OF 109.77 FEET TO A POINT; THENCE S 13°18'26"W A DISTANCE OF 239.67 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 352.12 FEET TO A POINT; THENCE S 13°00'42"W A DISTANCE OF 93.89 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE N 89°20'31"W A DISTANCE OF 61.42 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 89°20'31"W A DISTANCE OF 129.35 FEET TO A POINT LOCATED IN THE CENTERLINE OF SWIFT CREEK AND BEING THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY 341 SONNY ROAD LLC, DEED BOOK 3579, PAGE 498, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID CENTERLINE OF CREEK N 10°14'49"E A DISTANCE OF 114.45 FEET TO A POINT; THENCE N 22°57'11"W A DISTANCE OF 110.90 FEET TO A POINT; THENCE N 68°00'14"W A DISTANCE OF 164.68 FEET TO A POINT; THENCE N 44°20'53"E A DISTANCE OF 125.93 FEET TO A POINT; THENCE N 13°11'51"E A DISTANCE OF 110.93 FEET TO A POINT; THENCE N 49°35'29"W A DISTANCE OF 112.38 FEET TO A POINT; THENCE S 66°47'48"W A DISTANCE OF 109.34 FEET TO A POINT; THENCE S 32°34'19"E A DISTANCE OF 53.61 FEET TO A POINT; THENCE S 22°36'46"W A DISTANCE OF 66.55 FEET TO A POINT; THENCE S 68°49'48"W A DISTANCE OF 33.97 FEET TO A POINT; THENCE N 48°56'41"W A DISTANCE OF 50.26 FEET TO A POINT; THENCE N 22°22'18"W A DISTANCE OF 22.55 FEET TO A POINT; THENCE N 09°47'27"E A DISTANCE OF 49.31 FEET TO A POINT; THENCE N 69°12'13"W A DISTANCE OF 91.37 FEET TO A POINT; THENCE N 85°59'33"W A DISTANCE OF 68.18 FEET TO A POINT; THENCE S 40°58'11"W A DISTANCE OF 126.11 FEET TO A POINT; THENCE N 66°17'12"W A DISTANCE OF 86.46 FEET TO A POINT; THENCE N 45°00'31"W A DISTANCE OF 51.06 FEET TO A POINT; THENCE N 27°04'26"W A DISTANCE OF 37.31 FEET TO A POINT; THENCE N 10°04'09"W A DISTANCE OF 48.49 FEET TO A POINT; THENCE N 01°10'11"E A DISTANCE OF 80.74 FEET TO A POINT; THENCE N 45°41'39"W A DISTANCE OF 58.92 FEET TO A POINT; THENCE S 80°10'18"W A DISTANCE OF 49.60 FEET TO A POINT; THENCE N 55°15'01"W A DISTANCE OF 125.20 FEET TO A POINT; THENCE N 52°59'49"W A DISTANCE OF 176.17 FEET TO A POINT; THENCE N 62°32'32"W A DISTANCE OF 310.53 FEET TO A POINT; THENCE N 51°30'17"E A DISTANCE OF 90.96 FEET TO A POINT; THENCE N 16°23'13"W A DISTANCE OF 181.34 FEET TO A POINT; THENCE N 66°38'21"W A DISTANCE OF 151.24 FEET TO A POINT; THENCE N 38°17'15"W A DISTANCE OF 104.20 FEET TO A POINT; THENCE N 80°33'12"W A DISTANCE OF 128.67 FEET TO A POINT; THENCE N 13°38'24"E A DISTANCE OF 154.81 FEET TO A POINT; THENCE N 53°05'32"W A DISTANCE OF 192.75 FEET TO A POINT; THENCE N 06°07'25"E A DISTANCE OF 231.92 FEET TO A POINT; THENCE N 21°26'35"W A DISTANCE OF 160.42 FEET TO A POINT; THENCE S

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**TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2023-32-ANX**

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 27th day of October 2025.

Heidi L. Holland

Heidi L. Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #:163700-76-0525

Non-Contiguous: 225.95 acres



**TOWN OF CLAYTON
RESOLUTION SETTING DATE OF PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO NC G.S. 160A-58.1
2023-32-ANX TROXLER ANNEXATION**

WHEREAS a petition requesting annexation of an area described herein has been received; and

WHEREAS the Town Council of Clayton, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. A Public Hearing on the question of annexation of the area described herein will be held at 111 E Second Street Clayton, North Carolina 27520, Clayton Town Hall, Town Council Chambers, at 6:00 p.m. on Monday, November 17, 2025;

SECTION 2. The area proposed for annexation is described follows:

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE NORTHERN PROPERTY LINE OF LOT 3 AS RECORDED IN PLAT BOOK 95, PAGE 67, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 81°52'13"W A DISTANCE OF 351.78 FEET TO AN EXISTING IRON PIPE; THENCE S 09°22'32"E A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE; THENCE N 79°06'26"E A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 79°06'26"E A DISTANCE OF 30.12 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 15°42'11"E A DISTANCE OF 122.05 FEET TO A POINT; THENCE S 16°05'21"E A DISTANCE OF 58.87 FEET TO A POINT; THENCE S 16°05'15"E A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE S 14°58'16"E A DISTANCE OF 113.48 FEET TO A POINT; THENCE S 13°10'34"E A DISTANCE OF 91.15 FEET TO A POINT; THENCE S 09°56'08"E A DISTANCE OF 94.82 FEET TO A POINT; THENCE S 06°37'32"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 03°13'08"E A DISTANCE OF 93.75 FEET TO A POINT; THENCE S 00°23'38"W A DISTANCE OF 120.40 FEET TO A POINT; THENCE S 07°59'44"W A DISTANCE OF 96.68 FEET TO A POINT; THENCE S 11°11'10"W A DISTANCE OF 97.08 FEET TO A POINT; THENCE S 14°17'37"W A DISTANCE OF 114.89 FEET TO A POINT; THENCE S 18°10'11"W A

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SECTION 3. Notice of said Public Hearing shall be published in a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the Public Hearing.

Duly adopted this on the 3rd day of November 2025 while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-33-ANX Yeargan Annexation Resolution to Authorize Clerk to Investigate Sufficiency

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation request.

Recommendation

Approval of Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation request.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Yeargan 2023-33-ANX 10272025](#)

[2 Annexation Plat Yeargan 2023-33-ANX 10272025](#)

[3 Legal Description Yeargan 2023-33-ANX 10272025](#)

[4 Sufficiency Resolution Yeargan 2023-33-ANX 10272025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency & Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
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Conrad Olmedo, Planning Director	Approved - Oct 27 2025
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Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
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Rich Cappola, Town Manager	Approved - Oct 30 2025
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Heidi Holland, Town Clerk	Approved - Oct 30 2025
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Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No

If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 225.1381 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR Proposed Town Zoning District*: RLL

County Recorded Plat Book and Page #: Book 04584 Page 0172

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

Sherman A. Yeaman, Jr.
Please Print

[Signature]
Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

Corporate Name: _____

SEAL

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

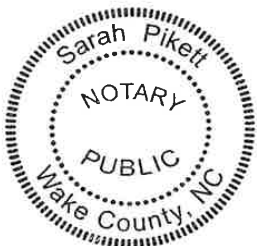
By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Sarah Pikett, a Notary Public for the above State and County, this 6TH day of February, 20 23.

Sarah Pikett
Notary Public

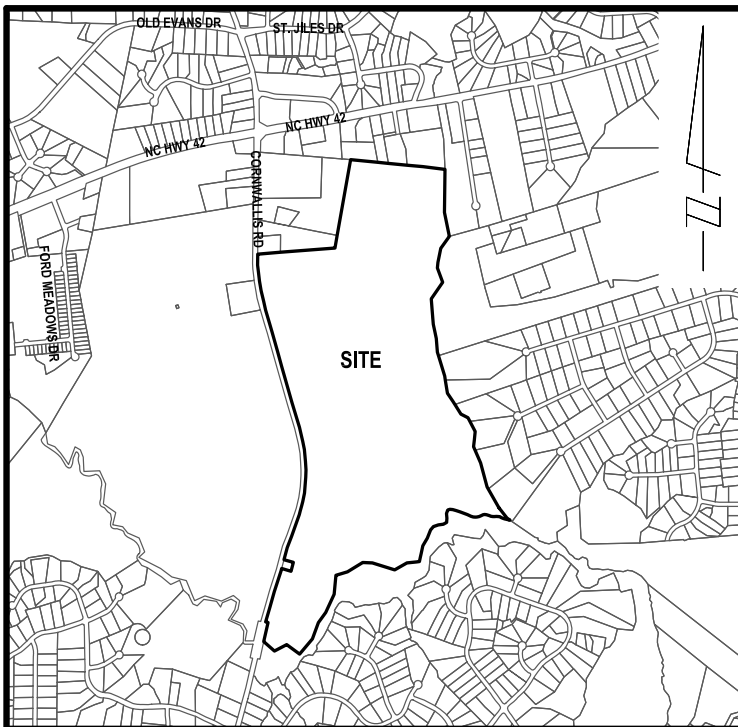
SEAL



My Commission Expires: 6/27/2026

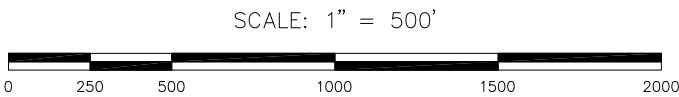
Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



VICINITY MAP - 1" = 2000'

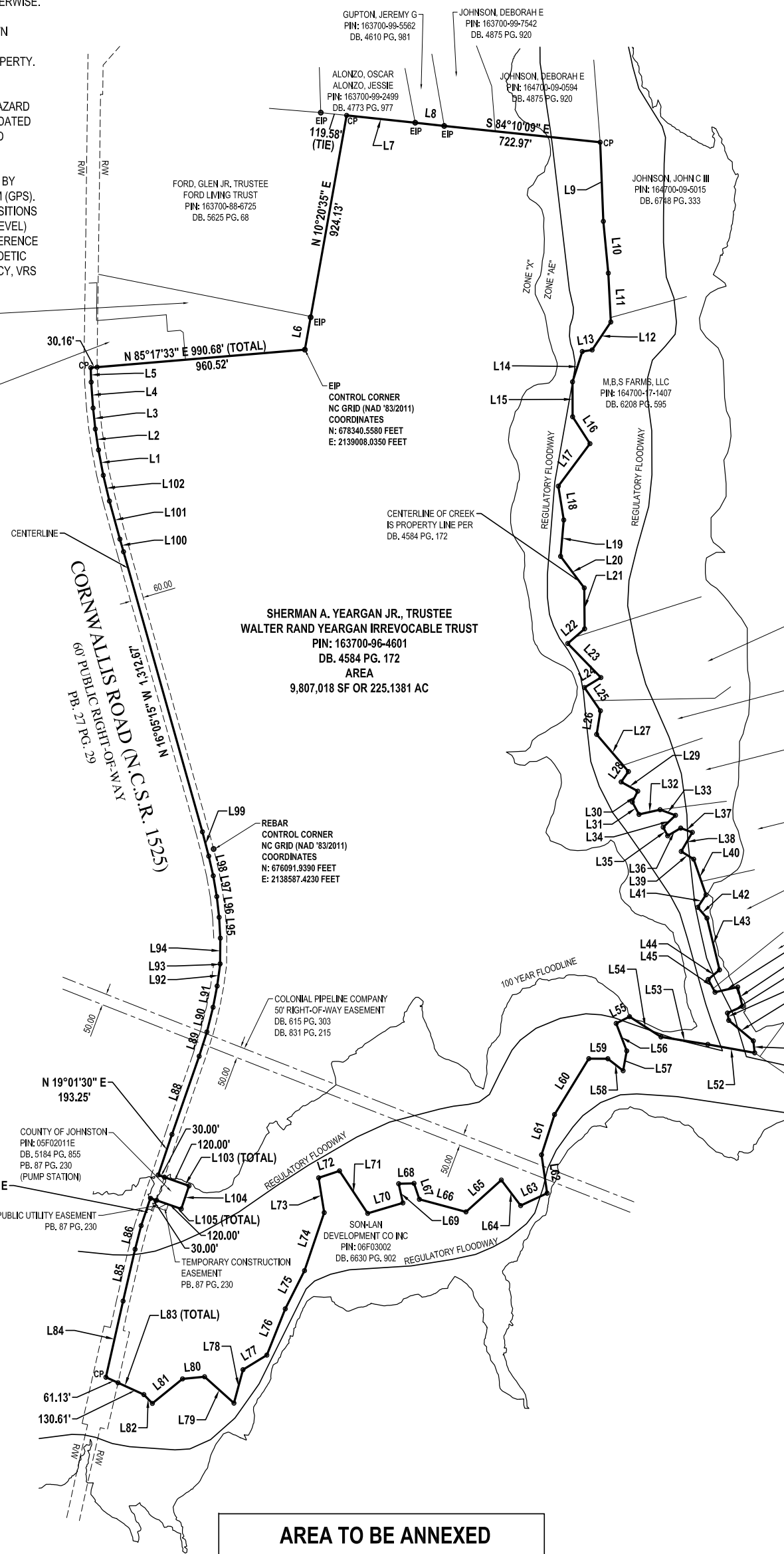
LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°59'11" W	116.20'	L54	N 57°50'18" W	171.26'
L2	N 08°51'56" W	95.21'	L55	S 63°42'08" W	68.76'
L3	N 06°22'23" W	95.48'	L56	S 21°25'28" E	133.10'
L4	N 04°08'47" W	116.95'	L57	S 10°32'44" W	90.51'
L5	N 01°52'54" W	64.72'	L58	N 52°42'58" W	88.29'
L6	N 10°20'35" E	148.39'	L59	N 89°37'38" W	88.01'
L7	S 84°02'48" E	317.83'	L60	S 32°06'25" W	296.90'
L8	S 83°46'30" E	134.53'	L61	S 18°22'34" W	190.92'
L9	S 02°21'08" E	356.61'	L62	S 08°30'11" E	175.01'
L10	S 05°37'10" E	234.41'	L63	S 65°26'49" W	134.24'
L11	S 03°04'21" E	220.14'	L64	N 37°49'07" W	145.31'
L12	S 34°29'13" W	152.88'	L65	S 48°39'44" W	217.02'
L13	S 81°25'00" W	45.91'	L66	N 75°10'08" W	222.32'
L14	S 18°07'27" W	143.75'	L67	N 18°53'48" W	75.63'
L15	S 00°04'24" E	157.28'	L68	S 88°30'23" W	70.90'
L16	S 33°27'40" E	144.99'	L69	S 12°48'12" E	88.07'
L17	S 37°16'48" W	240.34'	L70	S 73°45'51" W	169.33'
L18	S 09°16'52" E	154.59'	L71	N 34°14'32" W	231.25'
L19	S 05°07'50" W	164.54'	L72	S 72°11'05" W	100.93'
L20	S 37°36'08" E	179.14'	L73	S 09°23'19" E	159.18'
L21	S 00°31'16" E	184.15'	L74	S 19°12'44" W	276.55'
L22	S 49°41'17" W	102.46'	L75	S 27°22'01" W	193.43'
L23	S 44°56'36" E	216.78'	L76	S 22°11'09" W	225.20'
L24	S 58°27'53" W	88.32'	L77	S 59°05'06" W	127.79'
L25	S 35°13'08" E	127.92'	L78	S 15°27'54" W	156.30'
L26	S 09°17'11" W	107.91'	L79	N 48°49'21" W	180.40'
L27	S 41°15'34" E	222.43'	L80	S 84°33'02" W	102.02'
L28	S 35°39'37" W	57.67'	L81	S 51°32'26" W	177.57'
L29	S 61°20'20" E	87.09'	L82	N 44°27'10" W	55.85'
L30	S 26°40'10" W	54.94'	L83	N 65°57'44" W	191.74'
L31	S 29°11'05" E	63.28'	L84	N 13°00'42" E	352.12'
L32	N 77°41'24" E	99.15'	L85	N 13°18'26" E	239.67'
L33	S 70°21'38" E	75.58'	L86	N 14°54'54" E	109.77'
L34	S 46°47'12" W	78.09'	L87	N 19°01'30" E	434.75'
L35	S 28°29'37" E	43.87'	L88	N 19°37'53" E	373.57'
L36	N 59°56'37" E	69.12'	L89	N 18°10'11" E	115.44'
L37	S 70°23'38" E	57.19'	L90	N 14°17'37" E	114.89'
L38	S 30°58'02" W	100.16'	L91	N 11°11'10" E	97.08'
L39	S 58°47'33" E	67.35'	L92	N 07°59'44" E	96.68'
L40	S 19°28'38" E	170.35'	L93	N 00°29'11" E	4.57'
L41	S 34°14'27" W	67.77'	L94	N 00°23'25" E	115.83'
L42	S 41°15'52" E	64.79'	L95	N 03°13'08" W	93.75'
L43	S 13°55'40" E	240.33'	L96	N 06°37'32" W	93.75'
L44	S 50°13'38" W	67.71'	L97	N 09°56'08" W	94.82'
L45	S 28°42'34" E	65.23'	L98	N 13°10'34" W	91.15'
L46	N 77°31'01" E	107.18'	L99	N 14°58'16" W	113.48'
L47	S 14°00'06" E	89.76'	L100	N 16°05'21" W	58.87'
L48	S 66°39'08" W	74.99'	L101	N 15°42'11" W	178.52'
L49	S 09°24'06" E	33.67'	L102	N 13°46'58" W	119.14'
L50	S 50°51'48" E	146.39'	L103	S 70°58'30" E	150.00'
L51	S 06°23'11" E	54.07'	L104	S 19°01'30" W	110.00'
L52	N 80°01'46" W	219.48'	L105	N 70°58'30" W	150.00'
L53	N 81°04'52" W	218.41'	L106	N 19°01'30" E	110.00'



- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 7. A PORTION OF THE SUBJECT PROPERTY LIES IN FLOOD HAZARD AREAS PER FIRM NUMBER(S) 3720163700K & 3720164700K DATED JUNE 20, 2018. PROPERTY LIES IN ZONE "X", ZONE "AE" AND "FLOODWAY" AS SHOWN ON SURVEY.
 8. PROPERTY IS ZONED "AR".
 9. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

FORD, GLEN JR. TRUSTEE
FORD LIVING TRUST
PIN: 163700-88-1598
DB: 6573 PG. 180

CLEVELAND FIRE DEPARTMENT INC.
PIN: 163700-88-1598
DB: 6573 PG. 180



AREA TO BE ANNEXED
9,807,018 SF OR 225.1381 AC

I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

DAN GREGORY, PLS L-5240



- REFERENCES:
- DB. 4584 PG. 172
 - SURVEY FOR WILLIAM F. TROXLER JR. "WHITE OAK PLANTATION," BY CAWTHORNE AND ASSOCIATES, DATED JULY 19, 1985.
 - "PROPERTY OF L.C. YEARGAN ET AL" BY LINWOOD E. BYRD, INC. DATED JULY 1, 1988.
 - PB. 87 PG. 230

LEGEND

- EIP = EXISTING IRON PIPE
- CP = CALCULATED POINT

OWNER
SHERMAN A. YEARGAN JR., TRUSTEE
WALTER RAND YEARGAN IRREVOCABLE TRUST
HARDIE, POLLY P. YEARGAN
7777 WHITE OAK RD
GARNER, NC 27529-8808

REV.	DATE	DESCRIPTION	BY
1	10-23-25	REVISED PER COMMENTS #1	AMH



BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY MG	SATELLITE ANNEXATION MAP (ANNEXATION PROJECT #: 2023-33-ANX) FOR THE TOWN OF CLAYTON	SHEET 1 OF 1
DRAWN BY AMH		
CHECKED BY DG		
DATE 07/30/2025		
CLAYTON TWSP	JOHNSTON COUNTY	NORTH CAROLINA

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 678340.5580 FEET E: 2139008.0350 FEET; THENCE LEAVING SAID SOUTHERN LINE N 10°20'35"E A DISTANCE OF 148.39 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 10°20'35"E A DISTANCE OF 924.13 FEET TO A POINT AND BEING ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OSCAR ALONZO AND JESSIE ALONZO, AS RECORDED IN DEED BOOK 4773, PAGE 977, JOHNSTON COUNTY REGISTRY; THENCE S 84°02'48"E A DISTANCE OF 317.83 FEET TO AN EXISTING IRON PIPE; THENCE S 83°46'30"E A DISTANCE OF 134.53 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY JEREMY G GUPTON, DEED BOOK 4610, PAGE 981, JOHNSTON COUNTY REGISTRY; THENCE S 84°10'09"E A DISTANCE OF 722.97 FEET TO A POINT AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DEBORAH E JOHNSON, DEED BOOK 4875, PAGE 920, JOHNSTON COUNTY REGISTRY AND BEING LOCATED IN THE CENTERLINE OF WHITEOAK CREEK; THENCE ALONG AND WITH SAID CENTERLINE S 02°21'08"E A DISTANCE OF 356.61 FEET TO A POINT; THENCE S 05°37'10"E A DISTANCE OF 234.41 FEET TO A POINT; THENCE S 03°04'21"E A DISTANCE OF 220.14 FEET TO A POINT; THENCE S 34°29'13"W A DISTANCE OF 152.88 FEET TO A POINT; THENCE S 81°25'00"W A DISTANCE OF 45.91 FEET TO A POINT; THENCE S 18°07'27"W A DISTANCE OF 143.75 FEET TO A POINT; THENCE S 00°04'24"E A DISTANCE OF 157.28 FEET TO A POINT; THENCE S 33°27'40"E A DISTANCE OF 144.99 FEET TO A POINT; THENCE S 37°16'48"W A DISTANCE OF 240.34 FEET TO A POINT; THENCE S 09°16'52"E A DISTANCE OF 154.59 FEET TO A POINT; THENCE S 05°07'50"W A DISTANCE OF 164.54 FEET TO A POINT; THENCE S 37°36'08"E A DISTANCE OF 179.14 FEET TO A POINT; THENCE S 00°31'16"E A DISTANCE OF 184.15 FEET TO A POINT; THENCE S 49°41'17"W A DISTANCE OF 102.46 FEET TO A POINT; THENCE S 44°56'36"E A DISTANCE OF 216.78 FEET TO A POINT; THENCE S 59°27'53"W A DISTANCE OF 88.32 FEET TO A POINT; THENCE S 35°13'08"E A DISTANCE OF 127.92 FEET TO A POINT; THENCE S 09°17'11"W A DISTANCE OF 107.91 FEET TO A POINT; THENCE S 41°15'34"E A DISTANCE OF 222.43 FEET TO A POINT; THENCE S 35°39'37"W A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 61°20'20"E A DISTANCE OF 87.09 FEET TO A POINT; THENCE S 26°40'10"W A DISTANCE OF 54.94 FEET TO A POINT; THENCE S 29°11'05"E A DISTANCE OF 63.28 FEET TO A POINT; THENCE N 77°41'24"E A DISTANCE OF 99.15 FEET TO A POINT; THENCE S 70°21'38"E A DISTANCE OF 75.58 FEET TO A POINT; THENCE S 46°47'12"W A DISTANCE OF 78.09 FEET TO A POINT; THENCE S 28°29'37"E A DISTANCE OF 43.87 FEET TO A POINT; THENCE N 59°56'37"E A DISTANCE OF 69.12 FEET TO A POINT; THENCE S 70°23'38"E A DISTANCE OF 57.19 FEET TO A POINT; THENCE S 30°58'02"W A DISTANCE OF 100.16 FEET TO A POINT; THENCE S 58°47'33"E A DISTANCE OF 67.35 FEET TO A POINT; THENCE S 19°28'38"E A DISTANCE OF 170.35 FEET TO A POINT; THENCE S 34°14'27"W A DISTANCE OF 67.77 FEET TO A POINT; THENCE S 41°15'52"E A DISTANCE OF 64.79 FEET TO A POINT; THENCE S 13°55'40"E A DISTANCE OF 240.33 FEET TO A POINT; THENCE S 50°13'38"W A DISTANCE OF 67.71 FEET TO A POINT; THENCE S 28°42'34"E A DISTANCE OF 65.23 FEET TO A POINT; THENCE N 77°31'01"E A DISTANCE OF 107.18 FEET TO A POINT; THENCE S 14°00'06"E A DISTANCE OF 89.76 FEET TO A POINT ; THENCE S 66°39'08"W A DISTANCE OF 74.99 FEET TO A POINT; THENCE S 09°24'06"E A DISTANCE OF 33.67 FEET TO A POINT; THENCE S 50°51'48"E A DISTANCE OF 146.39 FEET TO A POINT; THENCE S 06°23'11"E A DISTANCE OF 54.07 FEET TO A POINT; THENCE N 80°01'46"W A DISTANCE OF 219.48 FEET TO A POINT; THENCE N 81°04'52"W A DISTANCE OF 218.41 FEET TO A POINT; THENCE N 57°50'18"W A DISTANCE OF 171.26 FEET TO A POINT; THENCE S 63°42'08"W A DISTANCE OF 68.76 FEET TO A POINT; THENCE S 21°25'28"E A DISTANCE OF 133.10 FEET TO A POINT; THENCE S 10°32'44"W A DISTANCE OF 90.51 FEET TO A POINT; THENCE N 52°42'58"W A DISTANCE OF 88.29 FEET TO A POINT; THENCE N 89°37'38"W A DISTANCE OF 88.01 FEET TO A POINT;

THENCE S 32°06'25"W A DISTANCE OF 296.90 FEET TO A POINT; THENCE S 18°22'34"W A DISTANCE OF 190.92 FEET TO A POINT; THENCE S 08°30'11"E A DISTANCE OF 175.01 FEET TO A POINT; THENCE S 65°26'49"W A DISTANCE OF 134.24 FEET TO A POINT; THENCE N 37°49'07"W A DISTANCE OF 145.31 FEET TO A POINT; THENCE S 48°39'44"W A DISTANCE OF 217.02 FEET TO A POINT; THENCE N 75°10'08"W A DISTANCE OF 222.32 FEET TO A POINT; THENCE N 18°53'48"W A DISTANCE OF 75.63 FEET TO A POINT; THENCE S 88°30'23"W A DISTANCE OF 70.90 FEET TO A POINT; THENCE S 12°48'12"E A DISTANCE OF 88.07 FEET TO A POINT; THENCE S 73°45'51"W A DISTANCE OF 169.33 FEET TO A POINT; THENCE N 34°14'32"W A DISTANCE OF 231.25 FEET TO A POINT; THENCE S 72°11'05"W A DISTANCE OF 100.93 FEET TO A POINT; THENCE S 09°23'19"E A DISTANCE OF 159.18 FEET TO A POINT; THENCE S 19°12'44"W A DISTANCE OF 276.55 FEET TO A POINT; THENCE S 27°22'01"W A DISTANCE OF 193.43 FEET TO A POINT; THENCE S 22°11'09"W A DISTANCE OF 225.20 FEET TO A POINT; THENCE S 59°05'06"W A DISTANCE OF 127.79 FEET TO A POINT; THENCE S 15°27'54"W A DISTANCE OF 156.30 FEET TO A POINT; THENCE N 48°49'21"W A DISTANCE OF 180.40 FEET TO A POINT; THENCE S 84°33'02"W A DISTANCE OF 102.02 FEET TO A POINT; THENCE S 51°32'26"W A DISTANCE OF 177.57 FEET TO A POINT; THENCE N 44°27'10"W A DISTANCE OF 55.85 FEET TO A POINT; THENCE N 65°57'44"W A DISTANCE OF 130.61 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 65°57'44"W A DISTANCE OF 61.13 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE N 13°00'42"E A DISTANCE OF 352.12 FEET TO A POINT; THENCE N 13°18'26"E A DISTANCE OF 239.67 FEET TO A POINT; THENCE N 14°54'54"E A DISTANCE OF 109.77 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 131.50 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 70°58'30"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 70°58'30"E A DISTANCE OF 120.00 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 110.00 FEET TO A POINT; THENCE N 70°58'30"W A DISTANCE OF 120.00 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 70°58'30"W A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD, THENCE ALONG AND WITH SAID CENTERLINE N 19°01'30"E A DISTANCE OF 193.25 FEET TO A POINT; THENCE N 19°37'53"E A DISTANCE OF 373.57 FEET TO A POINT; THENCE N 18°10'11"E A DISTANCE OF 115.44 FEET TO A POINT; THENCE N 14°17'37"E A DISTANCE OF 114.89 FEET TO A POINT; THENCE N 11°11'10"E A DISTANCE OF 97.08 FEET TO A POINT; THENCE N 07°59'44"E A DISTANCE OF 96.68 FEET TO A POINT; THENCE N 00°29'11"E A DISTANCE OF 4.57 FEET TO A POINT; THENCE N 00°23'25"E A DISTANCE OF 115.83 FEET TO A POINT; THENCE N 03°13'08"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 06°37'32"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 09°56'08"W A DISTANCE OF 94.82 FEET TO A POINT; THENCE N 13°10'34"W A DISTANCE OF 91.15 FEET TO A POINT; THENCE N 14°58'16"W A DISTANCE OF 113.48 FEET TO A POINT; THENCE N 16°05'15"W A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE N 16°05'21"W A DISTANCE OF 58.87 FEET TO A POINT; THENCE N 15°42'11"W A DISTANCE OF 178.52 FEET TO A POINT; THENCE N 13°46'58"W A DISTANCE OF 119.14 FEET TO A POINT; THENCE N 10°59'11"W A DISTANCE OF 116.20 FEET TO A POINT; THENCE N 08°51'56"W A DISTANCE OF 95.21 FEET TO A POINT; THENCE N 06°22'23"W A DISTANCE OF 95.48 FEET TO A POINT; THENCE N 04°08'47"W A DISTANCE OF 116.95 FEET TO A POINT; THENCE N 01°52'54"W A DISTANCE OF 64.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE N 85°17'33"E A DISTANCE OF 30.16 FEET TO A POINT LOCATED ON THE RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED

IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 85°17'33"E A DISTANCE OF 960.52 FEET TO THE POINT OF BEGINNING, CONTAINING 225.1381 ACRES.

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1
2023-33-ANX YEARGAN ANNEXATION**

WHEREAS a petition requesting annexation of an area described in said petition was received on November 3, 2025 by the Town Council; and

WHEREAS NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. The Town Clerk is hereby directed to investigate the sufficiency of the below-described petition and to certify to the Town of Clayton the result of her investigation.

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 678340.5580 FEET E: 2139008.0350 FEET; THENCE LEAVING SAID SOUTHERN LINE N 10°20'35"E A DISTANCE OF 148.39 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 10°20'35"E A DISTANCE OF 924.13 FEET TO A POINT AND BEING ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OSCAR ALONZO AND JESSIE ALONZO, AS RECORDED IN DEED BOOK 4773, PAGE 977, JOHNSTON COUNTY REGISTRY; THENCE S 84°02'48"E A DISTANCE OF 317.83 FEET TO AN EXISTING IRON PIPE; THENCE S 83°46'30"E A DISTANCE OF 134.53 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY JEREMY G GUPTON, DEED BOOK 4610, PAGE 981, JOHNSTON COUNTY REGISTRY; THENCE S 84°10'09"E A DISTANCE OF 722.97 FEET TO A POINT AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DEBORAH E JOHNSON, DEED BOOK

4875, PAGE 920, JOHNSTON COUNTY REGISTRY AND BEING LOCATED IN THE CENTERLINE OF WHITEOAK CREEK; THENCE ALONG AND WITH SAID CENTERLINE S 02°21'08"E A DISTANCE OF 356.61 FEET TO A POINT; THENCE S 05°37'10"E A DISTANCE OF 234.41 FEET TO A POINT; THENCE S 03°04'21"E A DISTANCE OF 220.14 FEET TO A POINT; THENCE S 34°29'13"W A DISTANCE OF 152.88 FEET TO A POINT; THENCE S 81°25'00"W A DISTANCE OF 45.91 FEET TO A POINT; THENCE S 18°07'27"W A DISTANCE OF 143.75 FEET TO A POINT; THENCE S 00°04'24"E A DISTANCE OF 157.28 FEET TO A POINT; THENCE S 33°27'40"E A DISTANCE OF 144.99 FEET TO A POINT; THENCE S 37°16'48"W A DISTANCE OF 240.34 FEET TO A POINT; THENCE S 09°16'52"E A DISTANCE OF 154.59 FEET TO A POINT; THENCE S 05°07'50"W A DISTANCE OF 164.54 FEET TO A POINT; THENCE S 37°36'08"E A DISTANCE OF 179.14 FEET TO A POINT; THENCE S 00°31'16"E A DISTANCE OF 184.15 FEET TO A POINT; THENCE S 49°41'17"W A DISTANCE OF 102.46 FEET TO A POINT; THENCE S 44°56'36"E A DISTANCE OF 216.78 FEET TO A POINT; THENCE S 59°27'53"W A DISTANCE OF 88.32 FEET TO A POINT; THENCE S 35°13'08"E A DISTANCE OF 127.92 FEET TO A POINT; THENCE S 09°17'11"W A DISTANCE OF 107.91 FEET TO A POINT; THENCE S 41°15'34"E A DISTANCE OF 222.43 FEET TO A POINT; THENCE S 35°39'37"W A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 61°20'20"E A DISTANCE OF 87.09 FEET TO A POINT; THENCE S 26°40'10"W A DISTANCE OF 54.94 FEET TO A POINT; THENCE S 29°11'05"E A DISTANCE OF 63.28 FEET TO A POINT; THENCE N 77°41'24"E A DISTANCE OF 99.15 FEET TO A POINT; THENCE S 70°21'38"E A DISTANCE OF 75.58 FEET TO A POINT; THENCE S 46°47'12"W A DISTANCE OF 78.09 FEET TO A POINT; THENCE S 28°29'37"E A DISTANCE OF 43.87 FEET TO A POINT; THENCE N 59°56'37"E A DISTANCE OF 69.12 FEET TO A POINT; THENCE S 70°23'38"E A DISTANCE OF 57.19 FEET TO A POINT; THENCE S 30°58'02"W A DISTANCE OF 100.16 FEET TO A POINT; THENCE S 58°47'33"E A DISTANCE OF 67.35 FEET TO A POINT; THENCE S 19°28'38"E A DISTANCE OF 170.35 FEET TO A POINT; THENCE S 34°14'27"W A DISTANCE OF 67.77 FEET TO A POINT; THENCE S 41°15'52"E A DISTANCE OF 64.79 FEET TO A POINT; THENCE S 13°55'40"E A DISTANCE OF 240.33 FEET TO A POINT; THENCE S 50°13'38"W A DISTANCE OF 67.71 FEET TO A POINT; THENCE S 28°42'34"E A DISTANCE OF 65.23 FEET TO A POINT; THENCE N 77°31'01"E A DISTANCE OF 107.18 FEET TO A POINT; THENCE S 14°00'06"E A DISTANCE OF 89.76 FEET TO A POINT; THENCE S 66°39'08"W A DISTANCE OF 74.99 FEET TO A POINT; THENCE S 09°24'06"E A DISTANCE OF 33.67 FEET TO A POINT; THENCE S 50°51'48"E A DISTANCE OF 146.39 FEET TO A POINT; THENCE S 06°23'11"E A DISTANCE OF 54.07 FEET TO A POINT; THENCE N 80°01'46"W A DISTANCE OF 219.48 FEET TO A POINT; THENCE N 81°04'52"W A DISTANCE OF 218.41 FEET TO A POINT; THENCE N 57°50'18"W A DISTANCE OF 171.26 FEET TO A POINT; THENCE S 63°42'08"W A DISTANCE OF 68.76 FEET TO A POINT; THENCE S 21°25'28"E A DISTANCE OF 133.10 FEET TO A POINT; THENCE S 10°32'44"W A DISTANCE OF 90.51

FEET TO A POINT; THENCE N 52°42'58"W A DISTANCE OF 88.29 FEET TO A POINT; THENCE N 89°37'38"W A DISTANCE OF 88.01 FEET TO A POINT; THENCE S 32°06'25"W A DISTANCE OF 296.90 FEET TO A POINT; THENCE S 18°22'34"W A DISTANCE OF 190.92 FEET TO A POINT; THENCE S 08°30'11"E A DISTANCE OF 175.01 FEET TO A POINT; THENCE S 65°26'49"W A DISTANCE OF 134.24 FEET TO A POINT; THENCE N 37°49'07"W A DISTANCE OF 145.31 FEET TO A POINT; THENCE S 48°39'44"W A DISTANCE OF 217.02 FEET TO A POINT; THENCE N 75°10'08"W A DISTANCE OF 222.32 FEET TO A POINT; THENCE N 18°53'48"W A DISTANCE OF 75.63 FEET TO A POINT; THENCE S 88°30'23"W A DISTANCE OF 70.90 FEET TO A POINT; THENCE S 12°48'12"E A DISTANCE OF 88.07 FEET TO A POINT; THENCE S 73°45'51"W A DISTANCE OF 169.33 FEET TO A POINT; THENCE N 34°14'32"W A DISTANCE OF 231.25 FEET TO A POINT; THENCE S 72°11'05"W A DISTANCE OF 100.93 FEET TO A POINT; THENCE S 09°23'19"E A DISTANCE OF 159.18 FEET TO A POINT; THENCE S 19°12'44"W A DISTANCE OF 276.55 FEET TO A POINT; THENCE S 27°22'01"W A DISTANCE OF 193.43 FEET TO A POINT; THENCE S 22°11'09"W A DISTANCE OF 225.20 FEET TO A POINT; THENCE S 59°05'06"W A DISTANCE OF 127.79 FEET TO A POINT; THENCE S 15°27'54"W A DISTANCE OF 156.30 FEET TO A POINT; THENCE N 48°49'21"W A DISTANCE OF 180.40 FEET TO A POINT; THENCE S 84°33'02"W A DISTANCE OF 102.02 FEET TO A POINT; THENCE S 51°32'26"W A DISTANCE OF 177.57 FEET TO A POINT; THENCE N 44°27'10"W A DISTANCE OF 55.85 FEET TO A POINT; THENCE N 65°57'44"W A DISTANCE OF 130.61 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 65°57'44"W A DISTANCE OF 61.13 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE N 13°00'42"E A DISTANCE OF 352.12 FEET TO A POINT; THENCE N 13°18'26"E A DISTANCE OF 239.67 FEET TO A POINT; THENCE N 14°54'54"E A DISTANCE OF 109.77 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 131.50 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 70°58'30"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 70°58'30"E A DISTANCE OF 120.00 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 110.00 FEET TO A POINT; THENCE N 70°58'30"W A DISTANCE OF 120.00 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 70°58'30"W A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD, THENCE ALONG AND WITH

SAID CENTERLINE N 19°01'30"E A DISTANCE OF 193.25 FEET TO A POINT; THENCE N 19°37'53"E A DISTANCE OF 373.57 FEET TO A POINT; THENCE N 18°10'11"E A DISTANCE OF 115.44 FEET TO A POINT; THENCE N 14°17'37"E A DISTANCE OF 114.89 FEET TO A POINT; THENCE N 11°11'10"E A DISTANCE OF 97.08 FEET TO A POINT; THENCE N 07°59'44"E A DISTANCE OF 96.68 FEET TO A POINT; THENCE N 00°29'11"E A DISTANCE OF 4.57 FEET TO A POINT; THENCE N 00°23'25"E A DISTANCE OF 115.83 FEET TO A POINT; THENCE N 03°13'08"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 06°37'32"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 09°56'08"W A DISTANCE OF 94.82 FEET TO A POINT; THENCE N 13°10'34"W A DISTANCE OF 91.15 FEET TO A POINT; THENCE N 14°58'16"W A DISTANCE OF 113.48 FEET TO A POINT; THENCE N 16°05'15"W A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE N 16°05'21"W A DISTANCE OF 58.87 FEET TO A POINT; THENCE N 15°42'11"W A DISTANCE OF 178.52 FEET TO A POINT; THENCE N 13°46'58"W A DISTANCE OF 119.14 FEET TO A POINT; THENCE N 10°59'11"W A DISTANCE OF 116.20 FEET TO A POINT; THENCE N 08°51'56"W A DISTANCE OF 95.21 FEET TO A POINT; THENCE N 06°22'23"W A DISTANCE OF 95.48 FEET TO A POINT; THENCE N 04°08'47"W A DISTANCE OF 116.95 FEET TO A POINT; THENCE N 01°52'54"W A DISTANCE OF 64.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE N 85°17'33"E A DISTANCE OF 30.16 FEET TO A POINT LOCATED ON THE RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 85°17'33"E A DISTANCE OF 960.52 FEET TO THE POINT OF BEGINNING, CONTAINING 225.1381 ACRES.

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-33-ANX Yeargan Annexation Resolution to Schedule Public Hearing

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to confirm Sufficiency of the annexation petition and scheduling of a Public Hearing date.

Recommendation

Approval of Resolution to Schedule Public Hearing for this request on November 17, 2025

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Yeargan 2023-33-ANX 10272025](#)

[2 Annexation Plat Yeargan 2023-33-ANX 10272025](#)

[3 Legal Description Yeargan 2023-33-ANX 10272025](#)

[4 Certificate of Sufficiency Yeargan 2023-33-ANX 10252025](#)

[5 Resolution to Schedule PH Yeargan 2023-33-ANX 10272025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency & Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
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Conrad Olmedo, Planning Director	Approved - Oct 27 2025
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Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
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Rich Cappola, Town Manager	Approved - Oct 30 2025
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Heidi Holland, Town Clerk	Approved - Oct 30 2025
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Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No

If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 225.1381 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR Proposed Town Zoning District*: RLL

County Recorded Plat Book and Page #: Book 04584 Page 0172

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

Sherman A. Yeaman, Jr.
Please Print

[Signature]
Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

Corporate Name: _____

SEAL

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

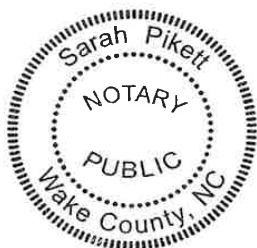
By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Sarah Pikett, a Notary Public for the above State and County, this 6TH day of February, 20 23.

[Signature]
Notary Public

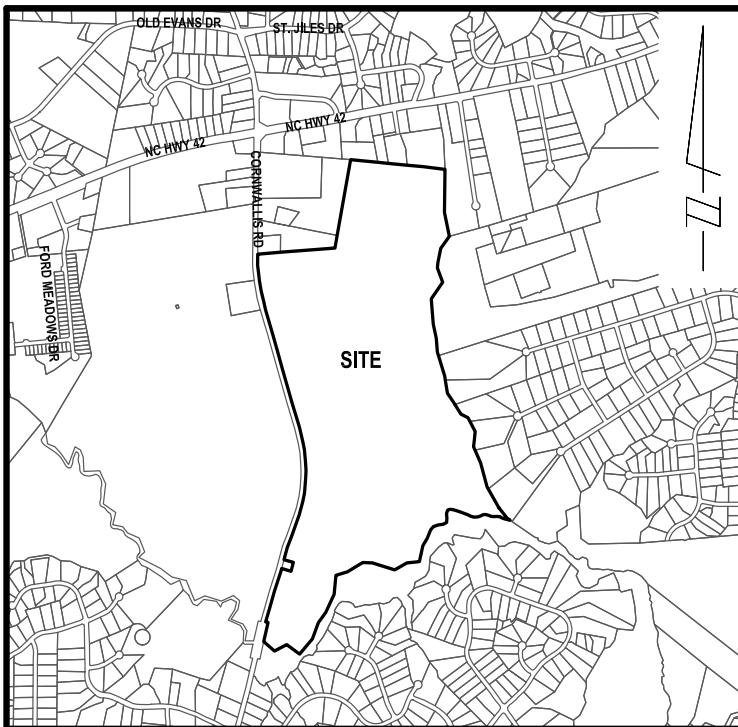
SEAL



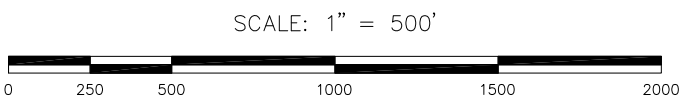
My Commission Expires: 6/27/2026

Voluntary Annexation Plat Checklist

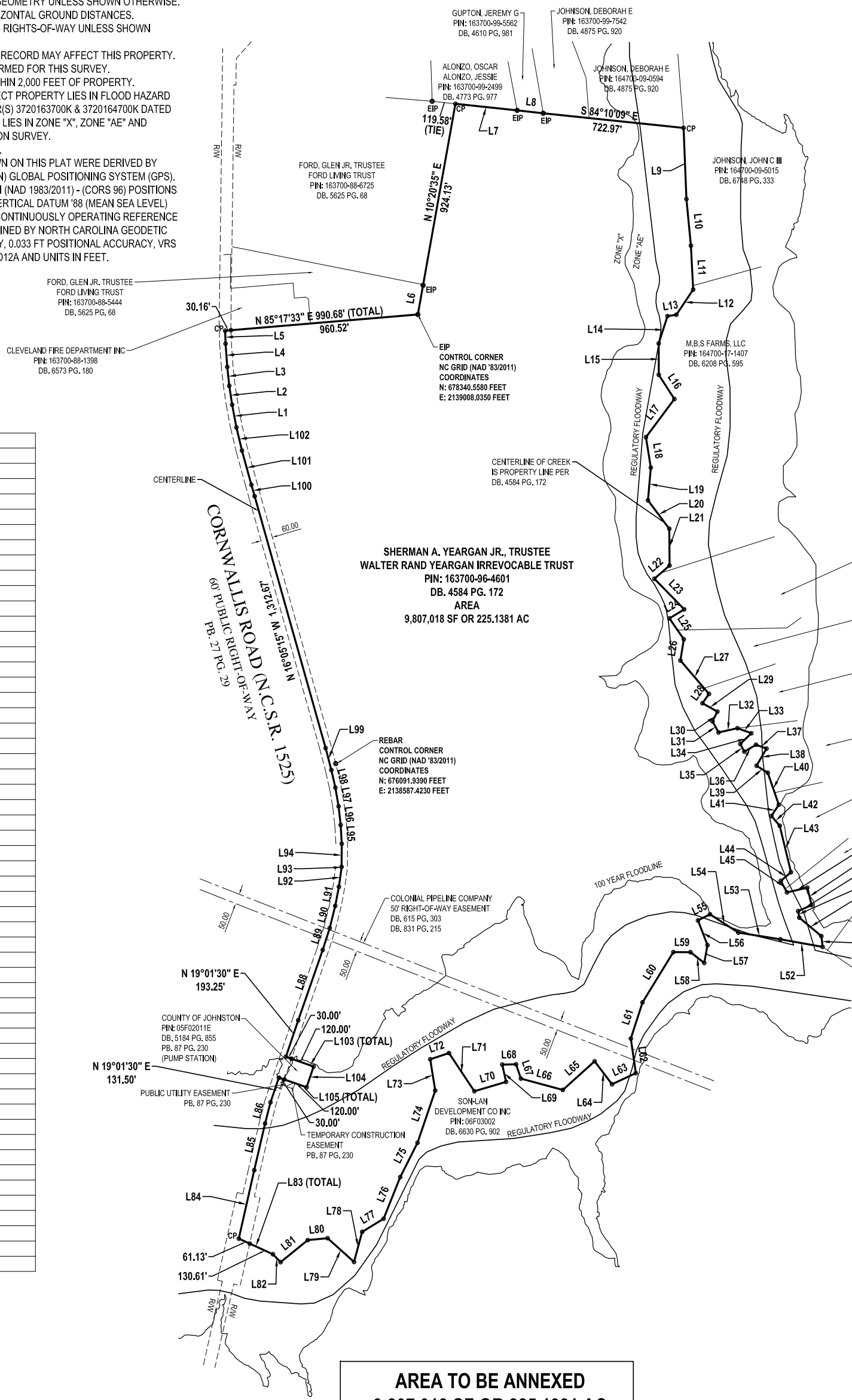
#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°59'11" W	116.20'	L54	N 57°50'18" W	171.26'
L2	N 08°51'56" W	95.21'	L55	S 63°42'08" W	68.76'
L3	N 06°22'23" W	95.48'	L56	S 21°25'28" E	133.10'
L4	N 04°08'47" W	116.95'	L57	S 10°32'44" W	90.51'
L5	N 01°52'54" W	64.72'	L58	N 52°42'58" W	88.29'
L6	N 10°20'35" E	148.39'	L59	N 89°37'38" W	88.01'
L7	S 84°02'48" E	317.83'	L60	S 32°06'25" W	296.90'
L8	S 83°46'30" E	134.53'	L61	S 18°22'34" W	190.92'
L9	S 02°21'08" E	356.61'	L62	S 08°30'11" E	175.01'
L10	S 05°37'10" E	234.41'	L63	S 65°26'49" W	134.24'
L11	S 03°04'21" E	220.14'	L64	N 37°49'07" W	145.31'
L12	S 34°29'13" W	152.88'	L65	S 48°39'44" W	217.02'
L13	S 81°25'00" W	45.91'	L66	N 75°10'08" W	222.32'
L14	S 18°07'27" W	143.75'	L67	N 18°53'48" W	75.63'
L15	S 00°04'24" E	157.28'	L68	S 88°30'23" W	70.90'
L16	S 33°27'40" E	144.99'	L69	S 12°48'12" E	88.07'
L17	S 37°16'48" W	240.34'	L70	S 73°45'51" W	169.33'
L18	S 09°16'52" E	154.59'	L71	N 34°14'32" W	231.25'
L19	S 05°07'50" W	164.54'	L72	S 72°11'05" W	100.93'
L20	S 37°36'08" E	179.14'	L73	S 09°23'19" E	159.18'
L21	S 00°31'16" E	184.15'	L74	S 19°12'44" W	276.55'
L22	S 49°41'17" W	102.46'	L75	S 27°22'01" W	193.43'
L23	S 44°56'36" E	216.78'	L76	S 22°11'09" W	225.20'
L24	S 58°27'53" W	88.32'	L77	S 59°05'06" W	127.79'
L25	S 35°13'08" E	127.92'	L78	S 15°27'54" W	156.30'
L26	S 09°17'11" W	107.91'	L79	N 48°49'21" W	180.40'
L27	S 41°15'34" E	222.43'	L80	S 84°33'02" W	102.02'
L28	S 35°39'37" W	57.67'	L81	S 51°32'26" W	177.57'
L29	S 61°20'20" E	87.09'	L82	N 44°27'10" W	55.85'
L30	S 26°40'10" W	54.94'	L83	N 65°57'44" W	191.74'
L31	S 29°11'05" E	63.28'	L84	N 13°00'42" E	352.12'
L32	N 77°41'24" E	99.15'	L85	N 13°18'26" E	239.67'
L33	S 70°21'38" E	75.58'	L86	N 14°54'54" E	109.77'
L34	S 46°47'12" W	78.09'	L87	N 19°01'30" E	434.75'
L35	S 28°29'37" E	43.87'	L88	N 19°37'53" E	373.57'
L36	N 59°56'37" E	69.12'	L89	N 18°10'11" E	115.44'
L37	S 70°23'38" E	57.19'	L90	N 14°17'37" E	114.89'
L38	S 30°58'02" W	100.16'	L91	N 11°11'10" E	97.08'
L39	S 58°47'33" E	67.35'	L92	N 07°59'44" E	96.68'
L40	S 19°28'38" E	170.35'	L93	N 00°29'11" E	4.57'
L41	S 34°14'27" W	67.77'	L94	N 00°23'25" E	115.83'
L42	S 41°15'52" E	64.79'	L95	N 03°13'08" W	93.75'
L43	S 13°55'40" E	240.33'	L96	N 06°37'32" W	93.75'
L44	S 50°13'38" W	67.71'	L97	N 09°56'08" W	94.82'
L45	S 28°42'34" E	65.23'	L98	N 13°10'34" W	91.15'
L46	N 77°31'01" E	107.18'	L99	N 14°58'16" W	113.48'
L47	S 14°00'06" E	89.76'	L100	N 16°05'21" W	58.87'
L48	S 66°39'08" W	74.99'	L101	N 15°42'11" W	178.52'
L49	S 09°24'06" E	33.67'	L102	N 13°46'58" W	119.14'
L50	S 50°51'48" E	146.39'	L103	S 70°58'30" E	150.00'
L51	S 06°23'11" E	54.07'	L104	S 19°01'30" W	110.00'
L52	N 80°01'46" W	219.48'	L105	N 70°58'30" W	150.00'
L53	N 81°04'52" W	218.41'	L106	N 19°01'30" E	110.00'



- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 7. A PORTION OF THE SUBJECT PROPERTY LIES IN FLOOD HAZARD AREAS PER FIRM NUMBER(S) 3720163700K & 3720164700K DATED JUNE 20, 2018. PROPERTY LIES IN ZONE "X", ZONE "AE" AND "FLOODWAY" AS SHOWN ON SURVEY.
 8. PROPERTY IS ZONED "AR".
 9. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.



I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

DAN GREGORY, PLS L-5240



- REFERENCES:
- DB, 4584 PG. 172
 - SURVEY FOR WILLIAM F. TROXLER JR. "WHITE OAK PLANTATION," BY CAWTHORNE AND ASSOCIATES, DATED JULY 19, 1985.
 - "PROPERTY OF L.C. YEARGAN ET AL" BY LINWOOD E. BYRD, INC. DATED JULY 1, 1988.
 - PB, 87 PG. 230

LEGEND

- EIP = EXISTING IRON PIPE
- CP = CALCULATED POINT

OWNER
SHERMAN A. YEARGAN JR., TRUSTEE
WALTER RAND YEARGAN IRREVOCABLE TRUST
HARDIE, POLLY P. YEARGAN
7777 WHITE OAK RD
GARNER, NC 27529-8808

REV.	DATE	DESCRIPTION	BY
1	10-23-25	REVISED PER COMMENTS #1	AMH



BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY
MG
DRAWN BY
AMH
CHECKED BY
DG
DATE
07/30/2025

SATELLITE ANNEXATION MAP
(ANNEXATION PROJECT #: 2023-33-ANX)
FOR
THE TOWN OF CLAYTON

CLAYTON TWSP JOHNSTON COUNTY NORTH CAROLINA

SHEET
1
OF
1

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 678340.5580 FEET E: 2139008.0350 FEET; THENCE LEAVING SAID SOUTHERN LINE N 10°20'35"E A DISTANCE OF 148.39 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 10°20'35"E A DISTANCE OF 924.13 FEET TO A POINT AND BEING ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OSCAR ALONZO AND JESSIE ALONZO, AS RECORDED IN DEED BOOK 4773, PAGE 977, JOHNSTON COUNTY REGISTRY; THENCE S 84°02'48"E A DISTANCE OF 317.83 FEET TO AN EXISTING IRON PIPE; THENCE S 83°46'30"E A DISTANCE OF 134.53 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY JEREMY G GUPTON, DEED BOOK 4610, PAGE 981, JOHNSTON COUNTY REGISTRY; THENCE S 84°10'09"E A DISTANCE OF 722.97 FEET TO A POINT AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DEBORAH E JOHNSON, DEED BOOK 4875, PAGE 920, JOHNSTON COUNTY REGISTRY AND BEING LOCATED IN THE CENTERLINE OF WHITEOAK CREEK; THENCE ALONG AND WITH SAID CENTERLINE S 02°21'08"E A DISTANCE OF 356.61 FEET TO A POINT; THENCE S 05°37'10"E A DISTANCE OF 234.41 FEET TO A POINT; THENCE S 03°04'21"E A DISTANCE OF 220.14 FEET TO A POINT; THENCE S 34°29'13"W A DISTANCE OF 152.88 FEET TO A POINT; THENCE S 81°25'00"W A DISTANCE OF 45.91 FEET TO A POINT; THENCE S 18°07'27"W A DISTANCE OF 143.75 FEET TO A POINT; THENCE S 00°04'24"E A DISTANCE OF 157.28 FEET TO A POINT; THENCE S 33°27'40"E A DISTANCE OF 144.99 FEET TO A POINT; THENCE S 37°16'48"W A DISTANCE OF 240.34 FEET TO A POINT; THENCE S 09°16'52"E A DISTANCE OF 154.59 FEET TO A POINT; THENCE S 05°07'50"W A DISTANCE OF 164.54 FEET TO A POINT; THENCE S 37°36'08"E A DISTANCE OF 179.14 FEET TO A POINT; THENCE S 00°31'16"E A DISTANCE OF 184.15 FEET TO A POINT; THENCE S 49°41'17"W A DISTANCE OF 102.46 FEET TO A POINT; THENCE S 44°56'36"E A DISTANCE OF 216.78 FEET TO A POINT; THENCE S 59°27'53"W A DISTANCE OF 88.32 FEET TO A POINT; THENCE S 35°13'08"E A DISTANCE OF 127.92 FEET TO A POINT; THENCE S 09°17'11"W A DISTANCE OF 107.91 FEET TO A POINT; THENCE S 41°15'34"E A DISTANCE OF 222.43 FEET TO A POINT; THENCE S 35°39'37"W A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 61°20'20"E A DISTANCE OF 87.09 FEET TO A POINT; THENCE S 26°40'10"W A DISTANCE OF 54.94 FEET TO A POINT; THENCE S 29°11'05"E A DISTANCE OF 63.28 FEET TO A POINT; THENCE N 77°41'24"E A DISTANCE OF 99.15 FEET TO A POINT; THENCE S 70°21'38"E A DISTANCE OF 75.58 FEET TO A POINT; THENCE S 46°47'12"W A DISTANCE OF 78.09 FEET TO A POINT; THENCE S 28°29'37"E A DISTANCE OF 43.87 FEET TO A POINT; THENCE N 59°56'37"E A DISTANCE OF 69.12 FEET TO A POINT; THENCE S 70°23'38"E A DISTANCE OF 57.19 FEET TO A POINT; THENCE S 30°58'02"W A DISTANCE OF 100.16 FEET TO A POINT; THENCE S 58°47'33"E A DISTANCE OF 67.35 FEET TO A POINT; THENCE S 19°28'38"E A DISTANCE OF 170.35 FEET TO A POINT; THENCE S 34°14'27"W A DISTANCE OF 67.77 FEET TO A POINT; THENCE S 41°15'52"E A DISTANCE OF 64.79 FEET TO A POINT; THENCE S 13°55'40"E A DISTANCE OF 240.33 FEET TO A POINT; THENCE S 50°13'38"W A DISTANCE OF 67.71 FEET TO A POINT; THENCE S 28°42'34"E A DISTANCE OF 65.23 FEET TO A POINT; THENCE N 77°31'01"E A DISTANCE OF 107.18 FEET TO A POINT; THENCE S 14°00'06"E A DISTANCE OF 89.76 FEET TO A POINT ; THENCE S 66°39'08"W A DISTANCE OF 74.99 FEET TO A POINT; THENCE S 09°24'06"E A DISTANCE OF 33.67 FEET TO A POINT; THENCE S 50°51'48"E A DISTANCE OF 146.39 FEET TO A POINT; THENCE S 06°23'11"E A DISTANCE OF 54.07 FEET TO A POINT; THENCE N 80°01'46"W A DISTANCE OF 219.48 FEET TO A POINT; THENCE N 81°04'52"W A DISTANCE OF 218.41 FEET TO A POINT; THENCE N 57°50'18"W A DISTANCE OF 171.26 FEET TO A POINT; THENCE S 63°42'08"W A DISTANCE OF 68.76 FEET TO A POINT; THENCE S 21°25'28"E A DISTANCE OF 133.10 FEET TO A POINT; THENCE S 10°32'44"W A DISTANCE OF 90.51 FEET TO A POINT; THENCE N 52°42'58"W A DISTANCE OF 88.29 FEET TO A POINT; THENCE N 89°37'38"W A DISTANCE OF 88.01 FEET TO A POINT;

THENCE S 32°06'25"W A DISTANCE OF 296.90 FEET TO A POINT; THENCE S 18°22'34"W A DISTANCE OF 190.92 FEET TO A POINT; THENCE S 08°30'11"E A DISTANCE OF 175.01 FEET TO A POINT; THENCE S 65°26'49"W A DISTANCE OF 134.24 FEET TO A POINT; THENCE N 37°49'07"W A DISTANCE OF 145.31 FEET TO A POINT; THENCE S 48°39'44"W A DISTANCE OF 217.02 FEET TO A POINT; THENCE N 75°10'08"W A DISTANCE OF 222.32 FEET TO A POINT; THENCE N 18°53'48"W A DISTANCE OF 75.63 FEET TO A POINT; THENCE S 88°30'23"W A DISTANCE OF 70.90 FEET TO A POINT; THENCE S 12°48'12"E A DISTANCE OF 88.07 FEET TO A POINT; THENCE S 73°45'51"W A DISTANCE OF 169.33 FEET TO A POINT; THENCE N 34°14'32"W A DISTANCE OF 231.25 FEET TO A POINT; THENCE S 72°11'05"W A DISTANCE OF 100.93 FEET TO A POINT; THENCE S 09°23'19"E A DISTANCE OF 159.18 FEET TO A POINT; THENCE S 19°12'44"W A DISTANCE OF 276.55 FEET TO A POINT; THENCE S 27°22'01"W A DISTANCE OF 193.43 FEET TO A POINT; THENCE S 22°11'09"W A DISTANCE OF 225.20 FEET TO A POINT; THENCE S 59°05'06"W A DISTANCE OF 127.79 FEET TO A POINT; THENCE S 15°27'54"W A DISTANCE OF 156.30 FEET TO A POINT; THENCE N 48°49'21"W A DISTANCE OF 180.40 FEET TO A POINT; THENCE S 84°33'02"W A DISTANCE OF 102.02 FEET TO A POINT; THENCE S 51°32'26"W A DISTANCE OF 177.57 FEET TO A POINT; THENCE N 44°27'10"W A DISTANCE OF 55.85 FEET TO A POINT; THENCE N 65°57'44"W A DISTANCE OF 130.61 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 65°57'44"W A DISTANCE OF 61.13 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE N 13°00'42"E A DISTANCE OF 352.12 FEET TO A POINT; THENCE N 13°18'26"E A DISTANCE OF 239.67 FEET TO A POINT; THENCE N 14°54'54"E A DISTANCE OF 109.77 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 131.50 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 70°58'30"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 70°58'30"E A DISTANCE OF 120.00 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 110.00 FEET TO A POINT; THENCE N 70°58'30"W A DISTANCE OF 120.00 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 70°58'30"W A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD, THENCE ALONG AND WITH SAID CENTERLINE N 19°01'30"E A DISTANCE OF 193.25 FEET TO A POINT; THENCE N 19°37'53"E A DISTANCE OF 373.57 FEET TO A POINT; THENCE N 18°10'11"E A DISTANCE OF 115.44 FEET TO A POINT; THENCE N 14°17'37"E A DISTANCE OF 114.89 FEET TO A POINT; THENCE N 11°11'10"E A DISTANCE OF 97.08 FEET TO A POINT; THENCE N 07°59'44"E A DISTANCE OF 96.68 FEET TO A POINT; THENCE N 00°29'11"E A DISTANCE OF 4.57 FEET TO A POINT; THENCE N 00°23'25"E A DISTANCE OF 115.83 FEET TO A POINT; THENCE N 03°13'08"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 06°37'32"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 09°56'08"W A DISTANCE OF 94.82 FEET TO A POINT; THENCE N 13°10'34"W A DISTANCE OF 91.15 FEET TO A POINT; THENCE N 14°58'16"W A DISTANCE OF 113.48 FEET TO A POINT; THENCE N 16°05'15"W A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE N 16°05'21"W A DISTANCE OF 58.87 FEET TO A POINT; THENCE N 15°42'11"W A DISTANCE OF 178.52 FEET TO A POINT; THENCE N 13°46'58"W A DISTANCE OF 119.14 FEET TO A POINT; THENCE N 10°59'11"W A DISTANCE OF 116.20 FEET TO A POINT; THENCE N 08°51'56"W A DISTANCE OF 95.21 FEET TO A POINT; THENCE N 06°22'23"W A DISTANCE OF 95.48 FEET TO A POINT; THENCE N 04°08'47"W A DISTANCE OF 116.95 FEET TO A POINT; THENCE N 01°52'54"W A DISTANCE OF 64.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE N 85°17'33"E A DISTANCE OF 30.16 FEET TO A POINT LOCATED ON THE RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED

IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 85°17'33"E A DISTANCE OF 960.52 FEET TO THE POINT OF BEGINNING, CONTAINING 225.1381 ACRES.

**TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2023-33-ANX**

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 27th day of October 2025.

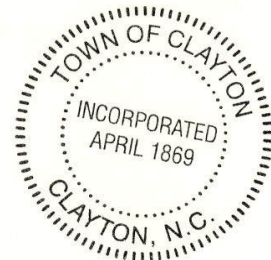
Heidi L. Holland

Heidi L. Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #:163700-96-4601

Non-Contiguous: 225.1381 acres



**TOWN OF CLAYTON
RESOLUTION SETTING DATE OF PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO NC G.S. 160A-58.1
2023-33-ANX YEARGAN ANNEXATION**

WHEREAS a petition requesting annexation of an area described herein has been received; and

WHEREAS the Town Council of Clayton, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. A Public Hearing on the question of annexation of the area described herein will be held at 111 E Second Street Clayton, North Carolina 27520, Clayton Town Hall, Town Council Chambers, at 6:00 p.m. on November 17, 2025.

SECTION 2. The area proposed for annexation is described follows:

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 678340.5580 FEET E: 2139008.0350 FEET; THENCE LEAVING SAID SOUTHERN LINE N 10°20'35"E A DISTANCE OF 148.39 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 10°20'35"E A DISTANCE OF 924.13 FEET TO A POINT AND BEING ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OSCAR ALONZO AND JESSIE ALONZO, AS RECORDED IN DEED BOOK 4773, PAGE 977, JOHNSTON COUNTY REGISTRY; THENCE S 84°02'48"E A DISTANCE OF 317.83 FEET TO AN EXISTING IRON PIPE; THENCE S 83°46'30"E A DISTANCE OF 134.53 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY JEREMY G GUPTON, DEED BOOK 4610, PAGE 981, JOHNSTON COUNTY REGISTRY; THENCE S 84°10'09"E A DISTANCE OF 722.97 FEET TO A POINT AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DEBORAH E JOHNSON, DEED BOOK 4875, PAGE 920, JOHNSTON COUNTY REGISTRY AND BEING LOCATED IN THE CENTERLINE OF WHITEOAK CREEK; THENCE ALONG AND WITH SAID CENTERLINE S 02°21'08"E

A DISTANCE OF 356.61 FEET TO A POINT; THENCE S 05°37'10"E A DISTANCE OF 234.41 FEET TO A POINT; THENCE S 03°04'21"E A DISTANCE OF 220.14 FEET TO A POINT; THENCE S 34°29'13"W A DISTANCE OF 152.88 FEET TO A POINT; THENCE S 81°25'00"W A DISTANCE OF 45.91 FEET TO A POINT; THENCE S 18°07'27"W A DISTANCE OF 143.75 FEET TO A POINT; THENCE S 00°04'24"E A DISTANCE OF 157.28 FEET TO A POINT; THENCE S 33°27'40"E A DISTANCE OF 144.99 FEET TO A POINT; THENCE S 37°16'48"W A DISTANCE OF 240.34 FEET TO A POINT; THENCE S 09°16'52"E A DISTANCE OF 154.59 FEET TO A POINT; THENCE S 05°07'50"W A DISTANCE OF 164.54 FEET TO A POINT; THENCE S 37°36'08"E A DISTANCE OF 179.14 FEET TO A POINT; THENCE S 00°31'16"E A DISTANCE OF 184.15 FEET TO A POINT; THENCE S 49°41'17"W A DISTANCE OF 102.46 FEET TO A POINT; THENCE S 44°56'36"E A DISTANCE OF 216.78 FEET TO A POINT; THENCE S 59°27'53"W A DISTANCE OF 88.32 FEET TO A POINT; THENCE S 35°13'08"E A DISTANCE OF 127.92 FEET TO A POINT; THENCE S 09°17'11"W A DISTANCE OF 107.91 FEET TO A POINT; THENCE S 41°15'34"E A DISTANCE OF 222.43 FEET TO A POINT; THENCE S 35°39'37"W A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 61°20'20"E A DISTANCE OF 87.09 FEET TO A POINT; THENCE S 26°40'10"W A DISTANCE OF 54.94 FEET TO A POINT; THENCE S 29°11'05"E A DISTANCE OF 63.28 FEET TO A POINT; THENCE N 77°41'24"E A DISTANCE OF 99.15 FEET TO A POINT; THENCE S 70°21'38"E A DISTANCE OF 75.58 FEET TO A POINT; THENCE S 46°47'12"W A DISTANCE OF 78.09 FEET TO A POINT; THENCE S 28°29'37"E A DISTANCE OF 43.87 FEET TO A POINT; THENCE N 59°56'37"E A DISTANCE OF 69.12 FEET TO A POINT; THENCE S 70°23'38"E A DISTANCE OF 57.19 FEET TO A POINT; THENCE S 30°58'02"W A DISTANCE OF 100.16 FEET TO A POINT; THENCE S 58°47'33"E A DISTANCE OF 67.35 FEET TO A POINT; THENCE S 19°28'38"E A DISTANCE OF 170.35 FEET TO A POINT; THENCE S 34°14'27"W A DISTANCE OF 67.77 FEET TO A POINT; THENCE S 41°15'52"E A DISTANCE OF 64.79 FEET TO A POINT; THENCE S 13°55'40"E A DISTANCE OF 240.33 FEET TO A POINT; THENCE S 50°13'38"W A DISTANCE OF 67.71 FEET TO A POINT; THENCE S 28°42'34"E A DISTANCE OF 65.23 FEET TO A POINT; THENCE N 77°31'01"E A DISTANCE OF 107.18 FEET TO A POINT; THENCE S 14°00'06"E A DISTANCE OF 89.76 FEET TO A POINT ; THENCE S 66°39'08"W A DISTANCE OF 74.99 FEET TO A POINT; THENCE S 09°24'06"E A DISTANCE OF 33.67 FEET TO A POINT; THENCE S 50°51'48"E A DISTANCE OF 146.39 FEET TO A POINT; THENCE S 06°23'11"E A DISTANCE OF 54.07 FEET TO A POINT; THENCE N 80°01'46"W A DISTANCE OF 219.48 FEET TO A POINT; THENCE N 81°04'52"W A DISTANCE OF 218.41 FEET TO A POINT; THENCE N 57°50'18"W A DISTANCE OF 171.26 FEET TO A POINT; THENCE S 63°42'08"W A DISTANCE OF 68.76 FEET TO A POINT; THENCE S 21°25'28"E A DISTANCE OF 133.10 FEET TO A POINT; THENCE S 10°32'44"W A DISTANCE OF 90.51 FEET TO A POINT; THENCE N 52°42'58"W A DISTANCE OF 88.29 FEET TO A POINT; THENCE N 89°37'38"W A DISTANCE OF 88.01 FEET TO A POINT; THENCE S 32°06'25"W A DISTANCE OF 296.90 FEET TO A POINT; THENCE S 18°22'34"W A DISTANCE OF 190.92 FEET TO A POINT; THENCE S 08°30'11"E A DISTANCE OF 175.01 FEET TO A POINT; THENCE S 65°26'49"W A DISTANCE OF 134.24 FEET TO A POINT; THENCE N 37°49'07"W A DISTANCE OF 145.31 FEET TO A POINT; THENCE S 48°39'44"W A

DISTANCE OF 217.02 FEET TO A POINT; THENCE N 75°10'08"W A DISTANCE OF 222.32 FEET TO A POINT; THENCE N 18°53'48"W A DISTANCE OF 75.63 FEET TO A POINT; THENCE S 88°30'23"W A DISTANCE OF 70.90 FEET TO A POINT; THENCE S 12°48'12"E A DISTANCE OF 88.07 FEET TO A POINT; THENCE S 73°45'51"W A DISTANCE OF 169.33 FEET TO A POINT; THENCE N 34°14'32"W A DISTANCE OF 231.25 FEET TO A POINT; THENCE S 72°11'05"W A DISTANCE OF 100.93 FEET TO A POINT; THENCE S 09°23'19"E A DISTANCE OF 159.18 FEET TO A POINT; THENCE S 19°12'44"W A DISTANCE OF 276.55 FEET TO A POINT; THENCE S 27°22'01"W A DISTANCE OF 193.43 FEET TO A POINT; THENCE S 22°11'09"W A DISTANCE OF 225.20 FEET TO A POINT; THENCE S 59°05'06"W A DISTANCE OF 127.79 FEET TO A POINT; THENCE S 15°27'54"W A DISTANCE OF 156.30 FEET TO A POINT; THENCE N 48°49'21"W A DISTANCE OF 180.40 FEET TO A POINT; THENCE S 84°33'02"W A DISTANCE OF 102.02 FEET TO A POINT; THENCE S 51°32'26"W A DISTANCE OF 177.57 FEET TO A POINT; THENCE N 44°27'10"W A DISTANCE OF 55.85 FEET TO A POINT; THENCE N 65°57'44"W A DISTANCE OF 130.61 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 65°57'44"W A DISTANCE OF 61.13 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE N 13°00'42"E A DISTANCE OF 352.12 FEET TO A POINT; THENCE N 13°18'26"E A DISTANCE OF 239.67 FEET TO A POINT; THENCE N 14°54'54"E A DISTANCE OF 109.77 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 131.50 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 70°58'30"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 70°58'30"E A DISTANCE OF 120.00 FEET TO A POINT; THENCE N 19°01'30"E A DISTANCE OF 110.00 FEET TO A POINT; THENCE N 70°58'30"W A DISTANCE OF 120.00 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY COUNTY OF JOHNSTON, PLAT BOOK 87, PAGE 230, JOHNSTON COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 70°58'30"W A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD, THENCE ALONG AND WITH SAID CENTERLINE N 19°01'30"E A DISTANCE OF 193.25 FEET TO A POINT; THENCE N 19°37'53"E A DISTANCE OF 373.57 FEET TO A POINT; THENCE N 18°10'11"E A DISTANCE OF 115.44 FEET TO A POINT; THENCE N 14°17'37"E A DISTANCE OF 114.89 FEET TO A POINT; THENCE N 11°11'10"E A DISTANCE OF 97.08 FEET TO A POINT; THENCE N 07°59'44"E A DISTANCE OF 96.68 FEET TO A POINT; THENCE N 00°29'11"E A DISTANCE OF 4.57 FEET TO A POINT; THENCE N 00°23'25"E A DISTANCE OF 115.83 FEET TO A POINT; THENCE N 03°13'08"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 06°37'32"W A DISTANCE OF 93.75 FEET TO A POINT; THENCE N 09°56'08"W A DISTANCE OF 94.82 FEET TO A POINT; THENCE N 13°10'34"W A DISTANCE OF 91.15 FEET TO A POINT; THENCE N 14°58'16"W A

DISTANCE OF 113.48 FEET TO A POINT; THENCE N 16°05'15"W A DISTANCE OF 1,312.67 FEET TO A POINT; THENCE N 16°05'21"W A DISTANCE OF 58.87 FEET TO A POINT; THENCE N 15°42'11"W A DISTANCE OF 178.52 FEET TO A POINT; THENCE N 13°46'58"W A DISTANCE OF 119.14 FEET TO A POINT; THENCE N 10°59'11"W A DISTANCE OF 116.20 FEET TO A POINT; THENCE N 08°51'56"W A DISTANCE OF 95.21 FEET TO A POINT; THENCE N 06°22'23"W A DISTANCE OF 95.48 FEET TO A POINT; THENCE N 04°08'47"W A DISTANCE OF 116.95 FEET TO A POINT; THENCE N 01°52'54"W A DISTANCE OF 64.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE N 85°17'33"E A DISTANCE OF 30.16 FEET TO A POINT LOCATED ON THE RIGHT-OF-WAY LINE OF CORNWALLIS ROAD AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY GLEN FORD JR. TRUSTEE, FORD LIVING TRUST, AS RECORDED IN DEED BOOK 5625, PAGE 68, JOHNSTON COUNTY REGISTRY; THENCE N 85°17'33"E A DISTANCE OF 960.52 FEET TO THE POINT OF BEGINNING, CONTAINING 225.1381 ACRES.

SECTION 3. Notice of said Public Hearing shall be published in a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the Public Hearing.

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-34-ANX Kenney-Ford Annexation Resolution to Authorize Clerk to Investigate Sufficiency

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation petition.

Recommendation

Approval of Resolution to authorize Town Clerk to investigate the sufficiency of the Annexation petition.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Plat Kenny Ford 2023-34-ANX 10272025](#)

[2 Annexation Plat Kenny Ford 2023-34-ANX 10272025](#)

[3 Legal Description Kenny Ford 2023-34-ANX 10272025](#)

[4 Sufficiency Resolution Kenny Ford ANX 2023-34-ANX 10162025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency and Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
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Conrad Olmedo, Planning Director	Approved - Oct 27 2025
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Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
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Rich Cappola, Town Manager	Approved - Oct 30 2025
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Heidi Holland, Town Clerk	Approved - Oct 30 2025
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Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. Does the proposed annexed parcel(s) need to be rezoned? ☒ Yes ☐ No
- If 3 acres or more please submit a rezoning application to be run concurrently.*

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 22.45 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR/GB Proposed Town Zoning District*: RMF

County Recorded Plat Book and Page #: Plat Book 27 Page 233

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL _____
Corporate Name: _____
By: _____
(Signature)
Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, BroLeI, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 24 day of October, 2025.

Name of Limited Liability Company: BroLeI, LLC
By: [Signature], Stephen F. Kenney
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

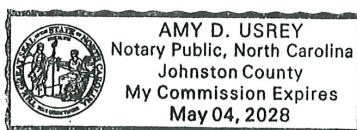
In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____
By: _____
Signature of General Partner
By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Amy D. Usrey, a Notary Public for the above State and County, this 24 day of October, 2025.

SEAL

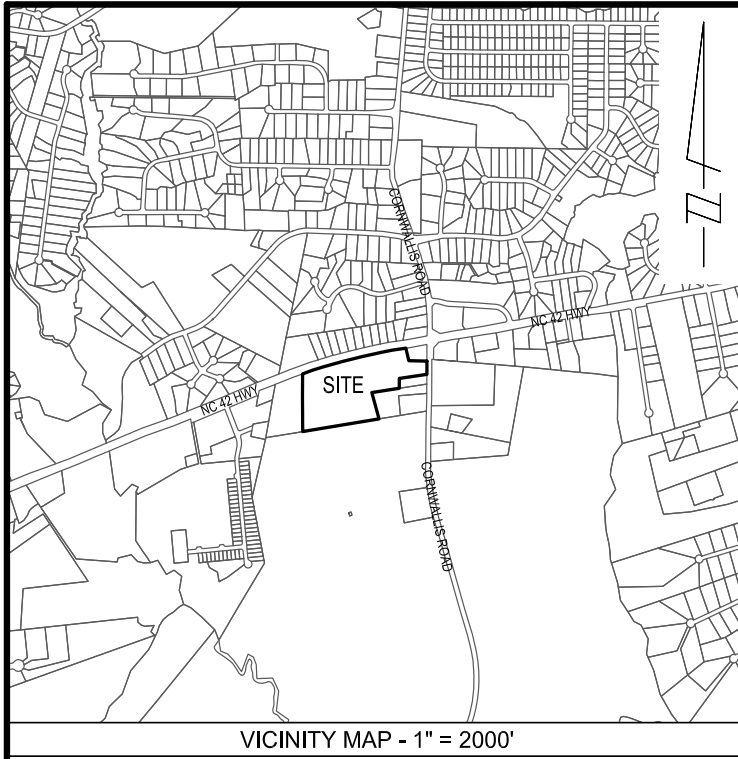


Amy D. Usrey
Notary Public

My Commission Expires: May 04, 2028

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



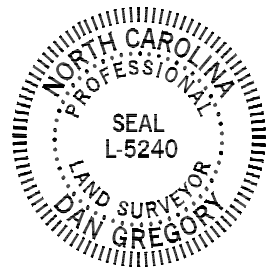
I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

DAN GREGORY, PLS L-5240

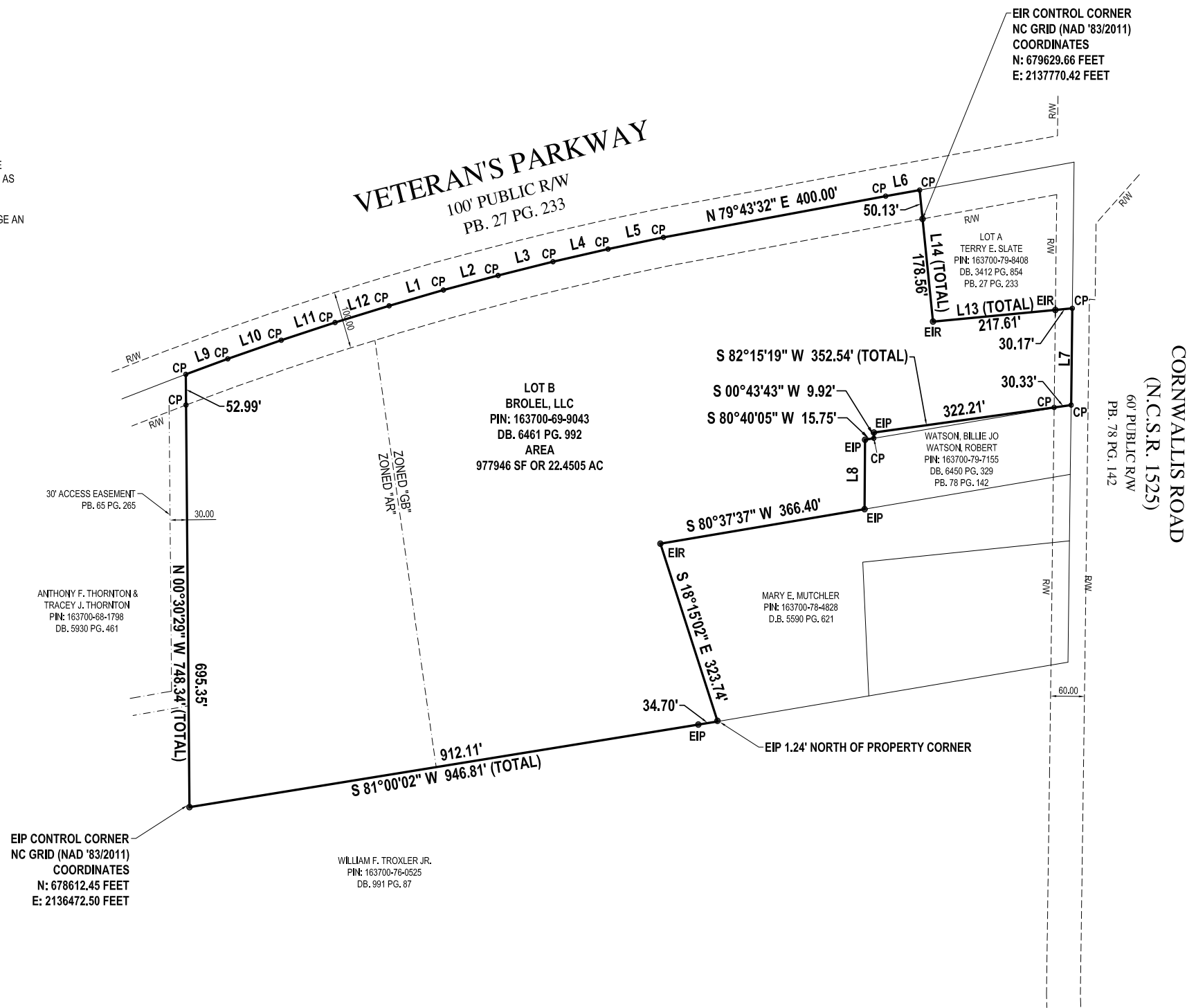


- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720163700K DATED JUNE 20, 2018.
 8. PROPERTY IS ZONED "GB" AND "AR" AS SHOWN ON SURVEY.
 9. PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
 10. BUFFER DELINEATION TO BE DETERMINED BY DWMR BEFORE FINAL APPROVAL.
 11. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS), THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 74°10'52" E	100.00'
L2	N 75°22'42" E	100.00'
L3	N 76°13'42" E	100.02'
L4	N 77°22'02" E	99.98'
L5	N 78°25'12" E	100.00'
L6	N 79°58'52" E	61.00'
L7	S 00°43'11" W	167.25'
L8	S 00°21'30" W	120.03'
L9	N 70°08'32" E	79.15'
L10	N 71°14'32" E	100.00'
L11	N 72°09'42" E	100.00'
L12	N 73°13'12" E	100.00'
L13	N 84°42'12" E	247.78'
L14	S 05°56'28" E	228.69'



REFERENCES
DB, 5103 PG. 39
PB, 27 PG. 233



AREA TO BE ANNEXED
977946 SF OR 22.4505 AC

LEGEND

- EIP = EXISTING IRON PIPE
- EIR = EXISTING REBAR
- CP = CALCULATED POINT

OWNER:
BROLEL LLC.
701 EXPOSITION PLACE, STE. 101
RALEIGH, NC 27615

SCALE: 1" = 200'

REV.	DATE	DESCRIPTION	BY

**B
N
K**

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY
MG
DRAWN BY
AMH
CHECKED BY
DG
DATE
07-30-2023

SATELLITE ANNEXATION MAP
(ANNEXATION PROJECT #: 2023-34-ANX)
FOR
THE TOWN OF CLAYTON

CLAYTON TWSP JOHNSTON COUNTY NORTH CAROLINA

SHEET
1
OF
1

BEGINNING AT AN EXISTING IRON REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42, AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT A AS RECORDED IN PLAT BOOK 27 PAGE 233, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 679629.66 FEET E: 2137770.42 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG AND WITH SAID WESTERN PROPERTY LINE S 05°56'28" E A DISTANCE OF 178.56 FEET TO AN EXISTING IRON REBAR; THENCE N 84°42'12"E A DISTANCE OF 217.61 FEET TO AN EXISTING IRON REBAR ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 84°42'12"E A DISTANCE OF 30.17 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 00°43'11"W A DISTANCE OF 167.25 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 82°15'19"W A DISTANCE OF 30.33 FEET TO A POINT LOCATED ON SAID WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 82°15'19"W A DISTANCE OF 322.21 FEET TO AN EXISTING IRON PIPE; THENCE S 00°43'43"W A DISTANCE OF 9.92 FEET TO A POINT LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY BILLIE JO EDWARDS AS RECORDED IN DEED BOOK 4289, PAGE 892, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°40'05"W A DISTANCE OF 15.75 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHWESTERN PROPERTY CORNER OF SAID BILLIE JO EDWARDS; THENCE ALONG AND WITH SAID WESTERN PROPERTY LINE S 00°21'30"W A DISTANCE OF 120.03 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY MARY E. MUTCHLER AS RECORDED IN DEED BOOK 5590, PAGE 621, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°37'37"W A DISTANCE OF 366.40 FEET TO AN EXISTING IRON REBAR; THENCE S 18°15'02"E A DISTANCE OF 323.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR. AS RECORDED IN DEED BOOK 991 PAGE 87; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 81°00'02"W A DISTANCE OF 34.70 FEET TO AN EXISTING IRON PIPE; THENCE S 81°00'02"W A DISTANCE OF 912.11 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ANTHONY F. THORNTON AND TRACEY J. THORNTON AS RECORDED IN DEED BOOK 5930, PAGE 461, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 00°30'29"W A DISTANCE OF 695.35 FEET TO A POINT LOCATED ON SAID SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42; THENCE N 00°30'29"W A DISTANCE OF 52.99 FEET TO A POINT LOCATED IN THE CENTERLINE OF NC HIGHWAY 42; THENCE ALONG AND WITH SAID CENTERLINE N 70°08'32"E A DISTANCE OF 79.15 FEET TO A POINT; THENCE N 71°14'32"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 72°09'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 73°13'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 74°10'52"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 76°13'42" E A DISTANCE OF 100.02 FEET TO A POINT; THENCE N 77°22'02"E A DISTANCE OF 99.98 FEET TO A POINT; THENCE N 78°25'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 79°43'32"E A DISTANCE OF 400.00 FEET TO A POINT; THENCE N 79°58'52"E A DISTANCE OF 61.00 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 05°56'28" E A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4505 ACRES.

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1
2023-34-ANX KENNY-FORD ANNEXATION**

WHEREAS a petition requesting annexation of an area described in said petition was received on November 3, 2025 by the Town Council; and

WHEREAS NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. The Town Clerk is hereby directed to investigate the sufficiency of the below-described petition and to certify to the Town of Clayton the result of her investigation.

BEGINNING AT AN EXISTING IRON REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42, AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT A AS RECORDED IN PLAT BOOK 27 PAGE 233, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 679629.66 FEET E: 2137770.42 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG AND WITH SAID WESTERN PROPERTY LINE S 05°56'28" E A DISTANCE OF 178.56 FEET TO AN EXISTING IRON REBAR; THENCE N 84°42'12"E A DISTANCE OF 217.61 FEET TO AN EXISTING IRON REBAR ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 84°42'12"E A DISTANCE OF 30.17 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 00°43'11"W A DISTANCE OF 167.25 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 82°15'19"W A DISTANCE OF 30.33 FEET TO A POINT LOCATED ON SAID WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 82°15'19"W A DISTANCE OF 322.21 FEET TO AN EXISTING IRON PIPE; THENCE S 00°43'43"W A DISTANCE OF 9.92 FEET TO A POINT LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY BILLIE JO EDWARDS AS RECORDED IN DEED BOOK 4289, PAGE 892, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°40'05"W A DISTANCE

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Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod

Mayor

Heidi Holland, MMC, NCCMC

Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-34-ANX Kenney-Ford Annexation Resolution to Schedule Public Hearing

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to confirm Town Clerk Sufficiency and Scheduling of Public Hearing for the Annexation petition.

Recommendation

Approval of Resolution confirming Town Clerk Sufficiency and Scheduling of Public Hearing for November 17, 2025 for this annexation petition.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Kenny Ford 2023-34-ANX 10272025](#)

[2 Annexation Plat Kenny Ford 2023-34-ANX 10272025](#)

[3 Legal Descriptoin Kenny Ford 2023-34-ANX 10272025](#)

[4 Certificate of Sufficiency Kenny Ford 2023-34-ANX 10262025](#)

[5 Setting PH Resolution Kenny Ford 2023-34-ANX 10272025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency and Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
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Conrad Olmedo, Planning Director	Approved - Oct 27 2025
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Courtney Tanner, Deputy Town Manager	Approved - Oct 29 2025
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Rich Cappola, Town Manager	Approved - Oct 30 2025
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Heidi Holland, Town Clerk	Approved - Oct 30 2025
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Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. Does the proposed annexed parcel(s) need to be rezoned? ☒ Yes ☐ No
- If 3 acres or more please submit a rezoning application to be run concurrently.*

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 22.45 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR/GB Proposed Town Zoning District*: RMF

County Recorded Plat Book and Page #: Plat Book 27 Page 233

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL _____
Corporate Name: _____
By: _____
(Signature)
Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, BroLeI, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 24 day of October, 2025.

Name of Limited Liability Company: BroLeI, LLC
By: [Signature], Stephen F. Kenney
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

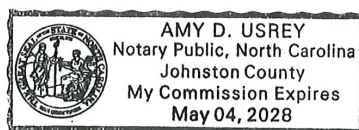
Name of Partnership: _____
By: _____
Signature of General Partner
By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Amy D. Usrey, a Notary Public for the above State and County, this 24 day of October, 2025.

Amy D. Usrey
Notary Public

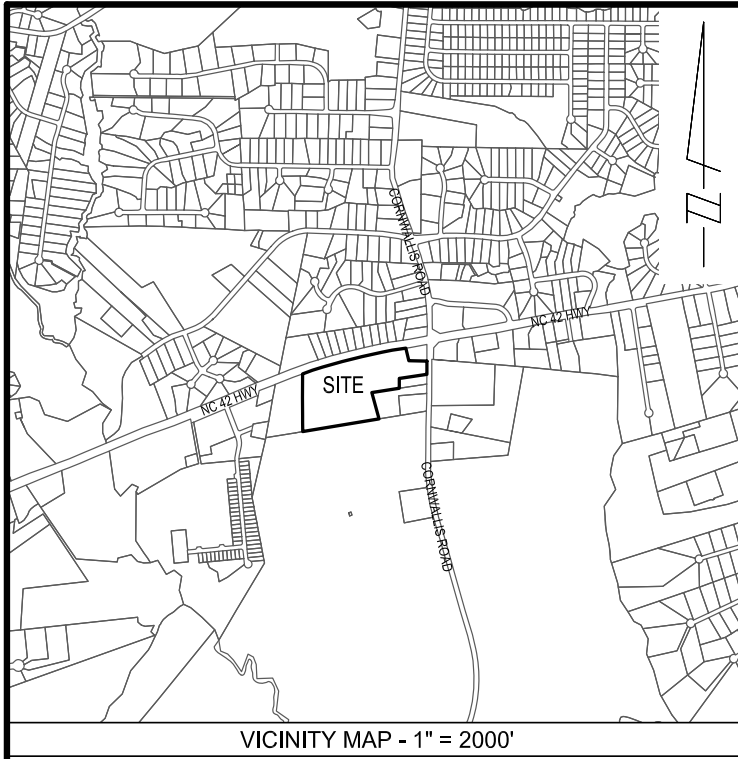
SEAL



My Commission Expires: May 04, 2028

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



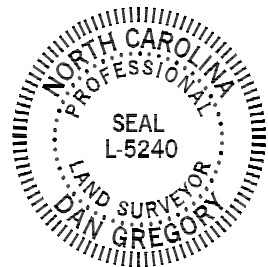
I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

24 DAY OF OCTOBER, A.D., 2025.

DAN GREGORY, PLS L-5240

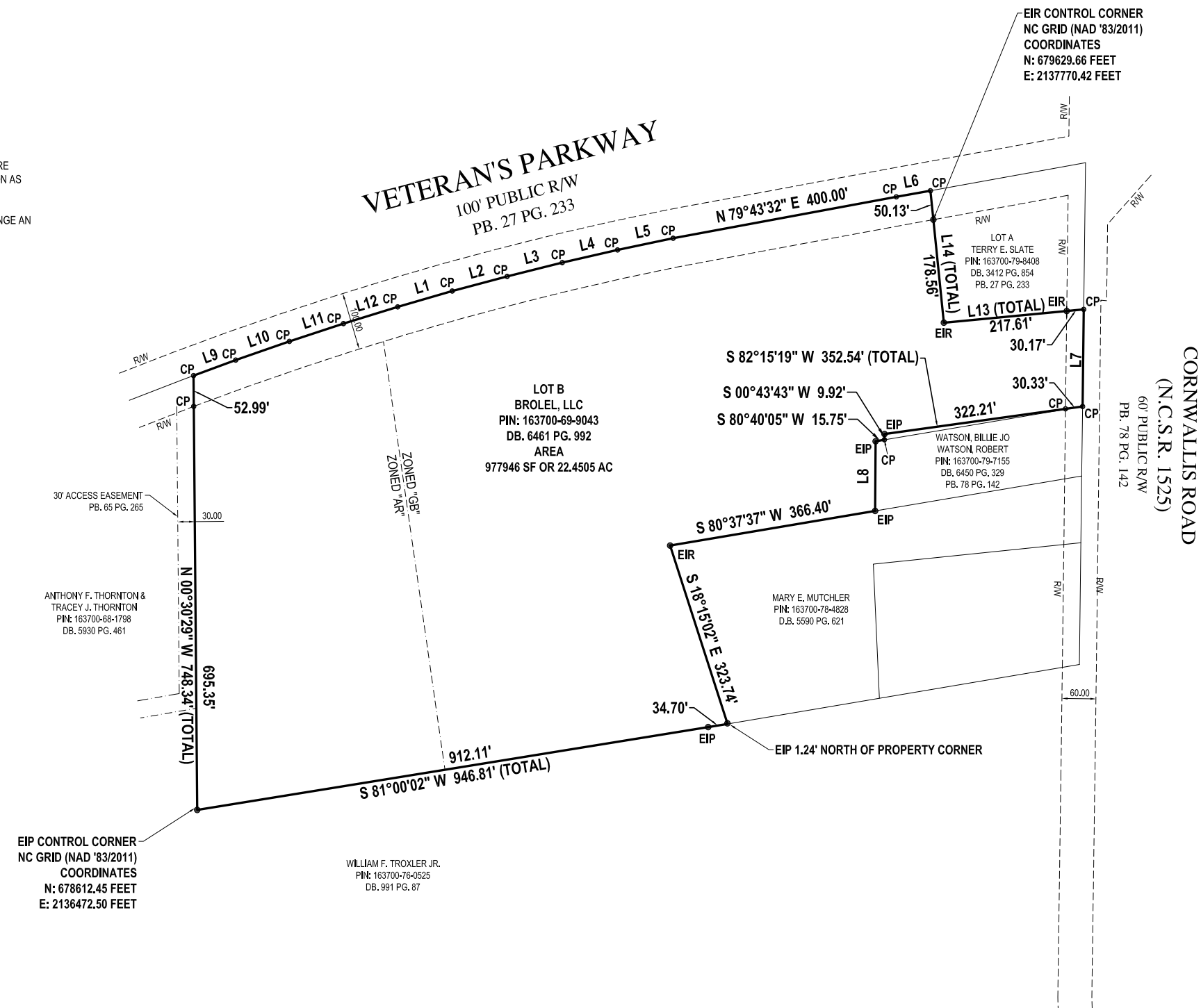


- NOTE:
- AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 - OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 - NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 - NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 - NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720163700K DATED JUNE 20, 2018.
 - PROPERTY IS ZONED "GB" AND "AR" AS SHOWN ON SURVEY.
 - PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
 - BUFFER DELINEATION TO BE DETERMINED BY DWMR BEFORE FINAL APPROVAL.
 - THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS), THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 74°10'52" E	100.00'
L2	N 75°22'42" E	100.00'
L3	N 76°13'42" E	100.02'
L4	N 77°22'02" E	99.98'
L5	N 78°25'12" E	100.00'
L6	N 79°58'52" E	61.00'
L7	S 00°43'11" W	167.25'
L8	S 00°21'30" W	120.03'
L9	N 70°08'32" E	79.15'
L10	N 71°14'32" E	100.00'
L11	N 72°09'42" E	100.00'
L12	N 73°13'12" E	100.00'
L13	N 84°42'12" E	247.78'
L14	S 05°56'28" E	228.69'



REFERENCES
DB. 5103 PG. 39
PB. 27 PG. 233



AREA TO BE ANNEXED
977946 SF OR 22.4505 AC

LEGEND

- EIP = EXISTING IRON PIPE
- EIR = EXISTING REBAR
- CP = CALCULATED POINT

OWNER:
BROLEL LLC.
701 EXPOSITION PLACE, STE. 101
RALEIGH, NC 27615

SCALE: 1" = 200'

REV.	DATE	DESCRIPTION	BY

**B
N
K**
BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY MG	SATELLITE ANNEXATION MAP (ANNEXATION PROJECT #: 2023-34-ANX) FOR THE TOWN OF CLAYTON	CLAYTON TWSP JOHNSTON COUNTY NORTH CAROLINA
DRAWN BY AMH		
CHECKED BY DG		
DATE 07-30-2023		

SHEET
1
OF
1

BEGINNING AT AN EXISTING IRON REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42, AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT A AS RECORDED IN PLAT BOOK 27 PAGE 233, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 679629.66 FEET E: 2137770.42 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG AND WITH SAID WESTERN PROPERTY LINE S 05°56'28" E A DISTANCE OF 178.56 FEET TO AN EXISTING IRON REBAR; THENCE N 84°42'12"E A DISTANCE OF 217.61 FEET TO AN EXISTING IRON REBAR ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 84°42'12"E A DISTANCE OF 30.17 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 00°43'11"W A DISTANCE OF 167.25 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 82°15'19"W A DISTANCE OF 30.33 FEET TO A POINT LOCATED ON SAID WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 82°15'19"W A DISTANCE OF 322.21 FEET TO AN EXISTING IRON PIPE; THENCE S 00°43'43"W A DISTANCE OF 9.92 FEET TO A POINT LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY BILLIE JO EDWARDS AS RECORDED IN DEED BOOK 4289, PAGE 892, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°40'05"W A DISTANCE OF 15.75 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHWESTERN PROPERTY CORNER OF SAID BILLIE JO EDWARDS; THENCE ALONG AND WITH SAID WESTERN PROPERTY LINE S 00°21'30"W A DISTANCE OF 120.03 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY MARY E. MUTCHLER AS RECORDED IN DEED BOOK 5590, PAGE 621, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°37'37"W A DISTANCE OF 366.40 FEET TO AN EXISTING IRON REBAR; THENCE S 18°15'02"E A DISTANCE OF 323.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR. AS RECORDED IN DEED BOOK 991 PAGE 87; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 81°00'02"W A DISTANCE OF 34.70 FEET TO AN EXISTING IRON PIPE; THENCE S 81°00'02"W A DISTANCE OF 912.11 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ANTHONY F. THORNTON AND TRACEY J. THORNTON AS RECORDED IN DEED BOOK 5930, PAGE 461, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 00°30'29"W A DISTANCE OF 695.35 FEET TO A POINT LOCATED ON SAID SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42; THENCE N 00°30'29"W A DISTANCE OF 52.99 FEET TO A POINT LOCATED IN THE CENTERLINE OF NC HIGHWAY 42; THENCE ALONG AND WITH SAID CENTERLINE N 70°08'32"E A DISTANCE OF 79.15 FEET TO A POINT; THENCE N 71°14'32"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 72°09'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 73°13'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 74°10'52"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 76°13'42" E A DISTANCE OF 100.02 FEET TO A POINT; THENCE N 77°22'02"E A DISTANCE OF 99.98 FEET TO A POINT; THENCE N 78°25'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 79°43'32"E A DISTANCE OF 400.00 FEET TO A POINT; THENCE N 79°58'52"E A DISTANCE OF 61.00 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 05°56'28" E A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4505 ACRES.

**TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2023-34-ANX**

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 27th day of October 2025.

Heidi L. Holland

Heidi L. Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #:163700-69-9043

Non-Contiguous: 22.45 acres



**TOWN OF CLAYTON
RESOLUTION SETTING DATE OF PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO NC G.S. 160A-58.1
2023-34-ANX KENNY-FORD ANNEXATION**

WHEREAS a petition requesting annexation of an area described herein has been received; and

WHEREAS the Town Council of Clayton, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. A Public Hearing on the question of annexation of the area described herein will be held at 111 E Second Street Clayton, North Carolina 27520, Clayton Town Hall, Town Council Chambers, at 6:00 p.m. on November 17, 2025.

SECTION 2. The area proposed for annexation is described follows:

BEGINNING AT AN EXISTING IRON REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42, AND BEING THE NORTHWESTERN PROPERTY CORNER OF LOT A AS RECORDED IN PLAT BOOK 27 PAGE 233, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 679629.66 FEET E: 2137770.42 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG AND WITH SAID WESTERN PROPERTY LINE S 05°56'28" E A DISTANCE OF 178.56 FEET TO AN EXISTING IRON REBAR; THENCE N 84°42'12"E A DISTANCE OF 217.61 FEET TO AN EXISTING IRON REBAR ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 84°42'12"E A DISTANCE OF 30.17 FEET TO A POINT LOCATED IN THE CENTERLINE OF SAID CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 00°43'11"W A DISTANCE OF 167.25 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 82°15'19"W A DISTANCE OF 30.33 FEET TO A POINT LOCATED ON SAID WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 82°15'19"W A DISTANCE OF 322.21 FEET TO AN EXISTING IRON PIPE; THENCE S 00°43'43"W A DISTANCE OF 9.92 FEET TO A POINT LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY BILLIE JO EDWARDS AS RECORDED IN DEED BOOK 4289, PAGE 892, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°40'05"W A DISTANCE OF 15.75 FEET TO AN EXISTING IRON PIPE AND BEING THE NORTHWESTERN PROPERTY CORNER OF SAID BILLIE JO EDWARDS;

THENCE ALONG AND WITH SAID WESTERN PROPERTY LINE S 00°21'30"W A DISTANCE OF 120.03 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY MARY E. MUTCHLER AS RECORDED IN DEED BOOK 5590, PAGE 621, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 80°37'37"W A DISTANCE OF 366.40 FEET TO AN EXISTING IRON REBAR; THENCE S 18°15'02"E A DISTANCE OF 323.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR. AS RECORDED IN DEED BOOK 991 PAGE 87; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE S 81°00'02"W A DISTANCE OF 34.70 FEET TO AN EXISTING IRON PIPE; THENCE S 81°00'02"W A DISTANCE OF 912.11 FEET TO AN EXISTING IRON PIPE AND BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ANTHONY F. THORNTON AND TRACEY J. THORNTON AS RECORDED IN DEED BOOK 5930, PAGE 461, JOHNSTON COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 00°30'29"W A DISTANCE OF 695.35 FEET TO A POINT LOCATED ON SAID SOUTHERN RIGHT-OF-WAY LINE OF NC HIGHWAY 42; THENCE N 00°30'29"W A DISTANCE OF 52.99 FEET TO A POINT LOCATED IN THE CENTERLINE OF NC HIGHWAY 42; THENCE ALONG AND WITH SAID CENTERLINE N 70°08'32"E A DISTANCE OF 79.15 FEET TO A POINT; THENCE N 71°14'32"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 72°09'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 73°13'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 74°10'52"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 75°22'42"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 76°13'42" E A DISTANCE OF 100.02 FEET TO A POINT; THENCE N 77°22'02"E A DISTANCE OF 99.98 FEET TO A POINT; THENCE N 78°25'12"E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 79°43'32"E A DISTANCE OF 400.00 FEET TO A POINT; THENCE N 79°58'52"E A DISTANCE OF 61.00 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 05°56'28"E A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4505 ACRES.

SECTION 3. Notice of said Public Hearing shall be published in a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the Public Hearing.

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC

Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-35-ANX Tree of Life Church Annexation Resolution to Authorize Clerk to Investigate Sufficiency

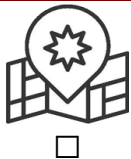
Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

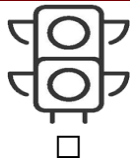
Strategic Priorities Alignment



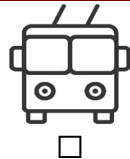
☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Social Media
☐ Special Mailing

☐ Survey
☒ None Required

Summary

Request for Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation request.

Recommendation

Approval of Resolution to authorize the Town Clerk to investigate the sufficiency of the Annexation request.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

- [1 Annexation Petition Tree of Life 2023-35-ANX 10272025](#)
- [2 Annexation Plat Tree of Life 2023-35-ANX 10272025](#)
- [3 Legal Description Tree of Life 2023-35-ANX 10232025](#)
- [4 Sufficiency Resolution Tree of Life 2023-35-ANX 10272025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency & Scheduling of Public Hearing)
November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
Conrad Olmedo, Planning Director	Approved - Oct 27 2025
Courtney Tanner, Deputy Town Manager	Approved - Oct 30 2025
Rich Cappola, Town Manager	Approved - Oct 30 2025
Heidi Holland, Town Clerk	Approved - Oct 30 2025



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☐ Individual ☒ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No
If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 3.2857 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR Proposed Town Zoning District*: RLL

County Recorded Plat Book and Page #: Plat Book 95 Page 67

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

Please Print

Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this 6th day of February, 2023.

Corporate Name: TRIE OF LIFE ANGLICAN CHURCH

SEAL

By: [Signature]
(Signature)

Attest: Patrick D. Ellis
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

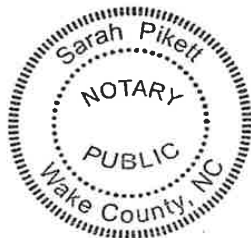
By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Sarah Pikett, a Notary Public for the above State and County, this 6th day of February, 2023.

Sarah Pikett
Notary Public

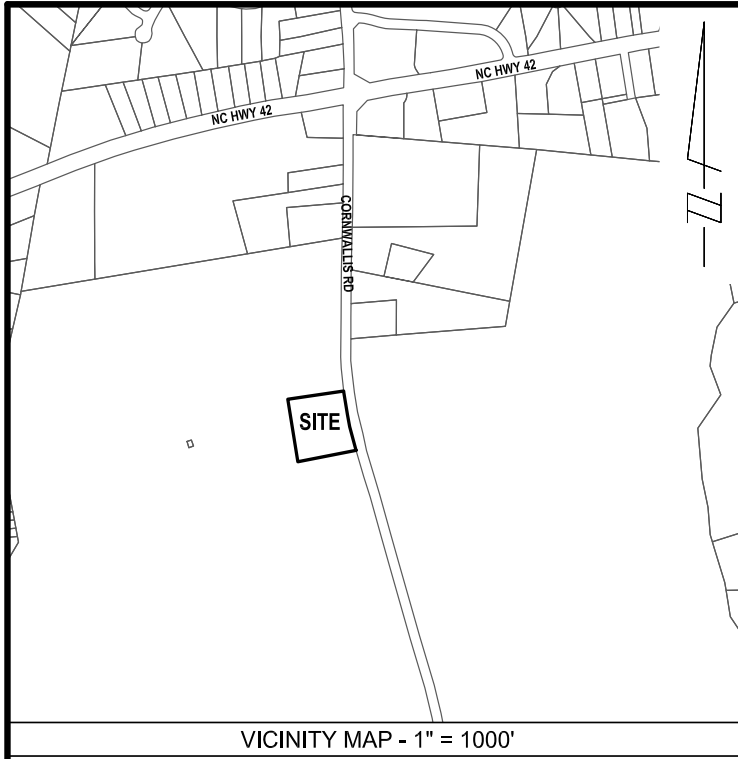
SEAL



My Commission Expires: 6/27/2026

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



VICINITY MAP - 1" = 1000'

I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

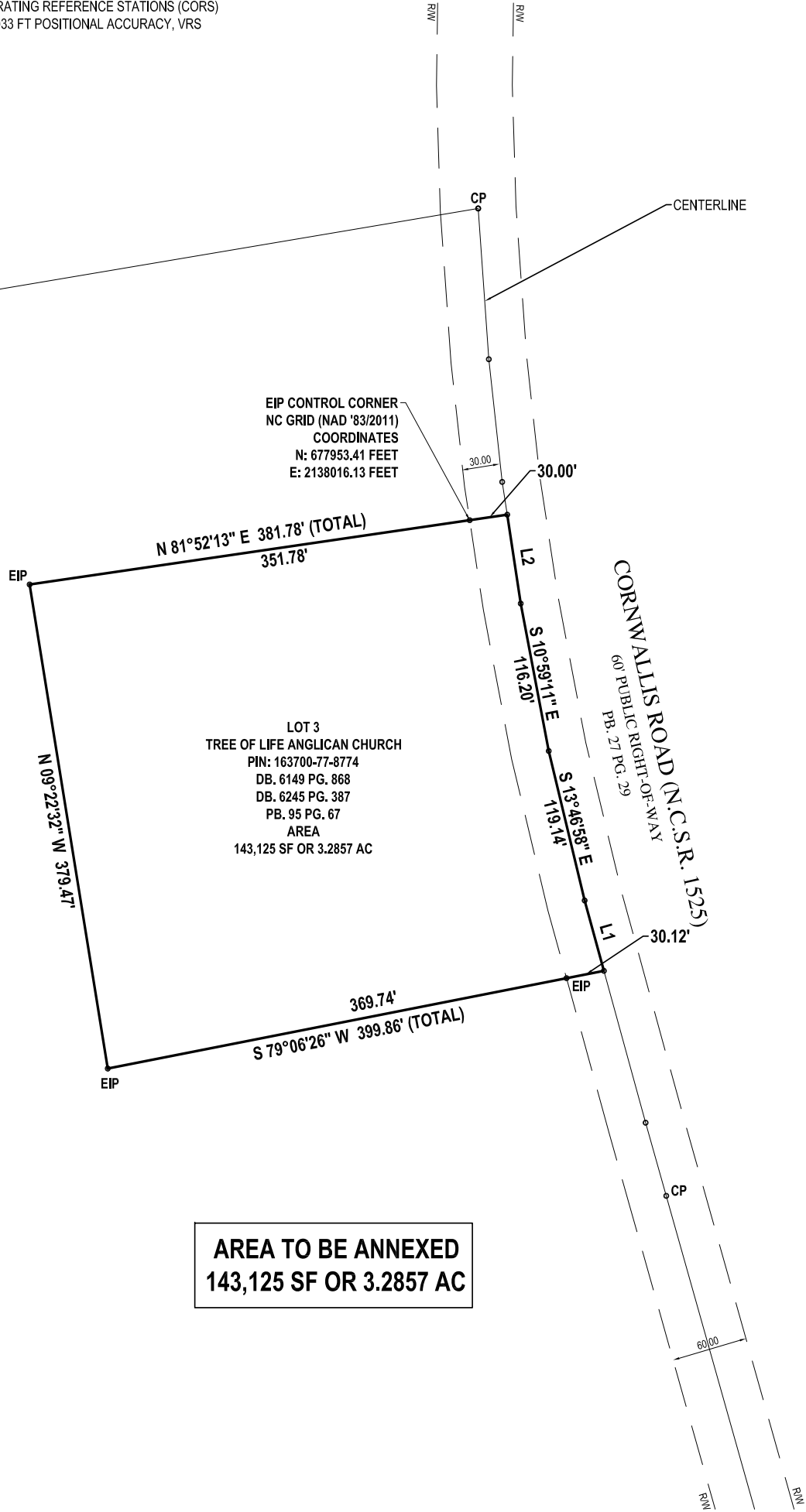
24 DAY OF OCTOBER A.D., 2025.

DAN GREGORY, PLS L-5240



- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCSS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 7. THE PROPERTY SHOWN HEREON IS NOT LOCATED IN A FEMA FLOOD HAZARD AREA PER FIRM # 3720163700K DATED JUNE 20, 2018.
 8. PROPERTY IS ZONED AR.
 9. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

WILLIAM F. TROXLER JR
PIN: 163700-76-0525
DB. 991 PG. 67
PB. 27 PG. 29



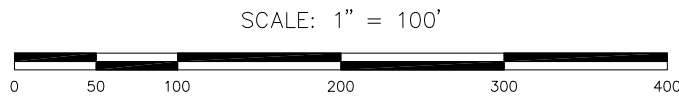
REFERENCES:
DB. 6149 PG. 868
DB. 6245 PG. 387
PB. 95 PG. 67

LEGEND

- EIP = EXISTING IRON PIPE
- CP = CALCULATED POINT

OWNER
TREE OF LIFE ANGLICAN CHURCH
PO BOX 1851
GARNER, NC 27529-1851

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°42'11" W	56.47'
L2	N 08°51'56" W	69.52'



REV.	DATE	DESCRIPTION	BY
1	10-23-25	REVISED PER COMMENTS #1	AMH

**B
N
K**

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY	MG
DRAWN BY	AMH
CHECKED BY	DG
DATE	02/09/2023

SATELLITE ANNEXATION MAP
(ANNEXATION PROJECT #: 2023-35-ANX)
FOR
THE TOWN OF CLAYTON

CLAYTON TWSP JOHNSTON COUNTY NORTH CAROLINA

SHEET
1
OF
1

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 81°52'13"E A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 08°51'56"E A DISTANCE OF 69.52 FEET TO A POINT; THENCE S 10°59'11"E A DISTANCE OF 116.20 FEET TO A POINT; THENCE S 13°46'58"E A DISTANCE OF 119.14 FEET TO A POINT; THENCE S 15°42'11"E A DISTANCE OF 56.47 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 79°06'26"W A DISTANCE OF 30.12 FEET TO AN EXISTING IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 79°06'26"W A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OF WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY; THENCE N 09°22'32"W A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87; THENCE N 81°52'13"E A DISTANCE OF 351.78 FEET TO THE POINT OF BEGINNING, CONTAINING 3.2857 ACRES.

MISCLOSURE PER CARLSON: Distance = 0.00

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1
2023-35-ANX TREE OF LIFE CHURCH ANNEXATION**

WHEREAS a petition requesting annexation of an area described in said petition was received on November 3, 2025 by the Town Council; and

WHEREAS NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. The Town Clerk is hereby directed to investigate the sufficiency of the below-described petition and to certify to the Town of Clayton the result of her investigation.

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 81°52'13"E A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 08°51'56"E A DISTANCE OF 69.52 FEET TO A POINT; THENCE S 10°59'11"E A DISTANCE OF 116.20 FEET TO A POINT; THENCE S 13°46'58"E A DISTANCE OF 119.14 FEET TO A POINT; THENCE S 15°42'11"E A DISTANCE OF 56.47 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 79°06'26"W A DISTANCE OF 30.12 FEET TO AN EXISTING IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 79°06'26"W A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OF WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY; THENCE N 09°22'32"W A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED

BOOK 991, PAGE 87; THENCE N 81°52'13"E A DISTANCE OF 351.78 FEET
TO THE POINT OF BEGINNING, CONTAINING 3.2857 ACRES. MISCLOSURE
PER CARLSON: Distance = 0.00

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

2023-35-ANX Tree of Life Church Annexation Resolution to Schedule Public Hearing

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160a-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ Special Mailing

☒ None Required

Summary

Request for Resolution to confirm the Town Clerk sufficiency check and scheduling of Public Hearing for the Annexation request.

Recommendation

Approval of Resolution confirming Town Clerk Sufficiency certification and scheduling of a Public Hearing on November 17, 2025 to consider the annexation petition.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Annexation Petition Tree of Life 2023-35-ANX 10272025](#)

[2 Annexation Plat Tree of Life 2023-35-ANX 10272025](#)

[3 Legal Description Tree of Life 2023-35-ANX 10272025](#)

[4 Certificate of Sufficiency Tree of Life 2023-35-ANX](#)

[5 Setting PH Resolution Tree of Life 2023-35-ANX 10272025](#)

Meeting Timeline

November 3rd: Town Council (Sufficiency and Scheduling of Public Hearing)

November 17th: Town Council (Public Hearing)

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning Director	Approved - Oct 27 2025
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Conrad Olmedo, Planning Director	Approved - Oct 27 2025
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Courtney Tanner, Deputy Town Manager	Approved - Oct 30 2025
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Rich Cappola, Town Manager	Approved - Oct 30 2025
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Heidi Holland, Town Clerk	Approved - Oct 30 2025
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Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. **Application Type:** ☐ Individual ☒ Corporation ☐ LLC ☐ Partnership
2. **The proposed annexation will be:** ☐ Contiguous Annexation ☒ Non-Contiguous Annexation
3. **Does the proposed annexed parcel(s) need to be rezoned?** ☒ Yes ☐ No
If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 3.2857 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: McLemore

Existing Zoning District*: AR Proposed Town Zoning District*: RLL

County Recorded Plat Book and Page #: Plat Book 95 Page 67

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

Please Print

Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this 6th day of February, 2023.

Corporate Name: TRIE OF LIFE ANGLICAN CHURCH

SEAL

By: [Signature]
(Signature)

Attest: Patrick D. Ellis
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: _____

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

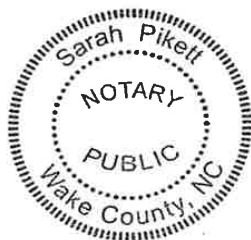
By: _____
Signature of General Partner

By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Sarah Pikett, a Notary Public for the above State and County, this 6th day of February, 2023.

SEAL

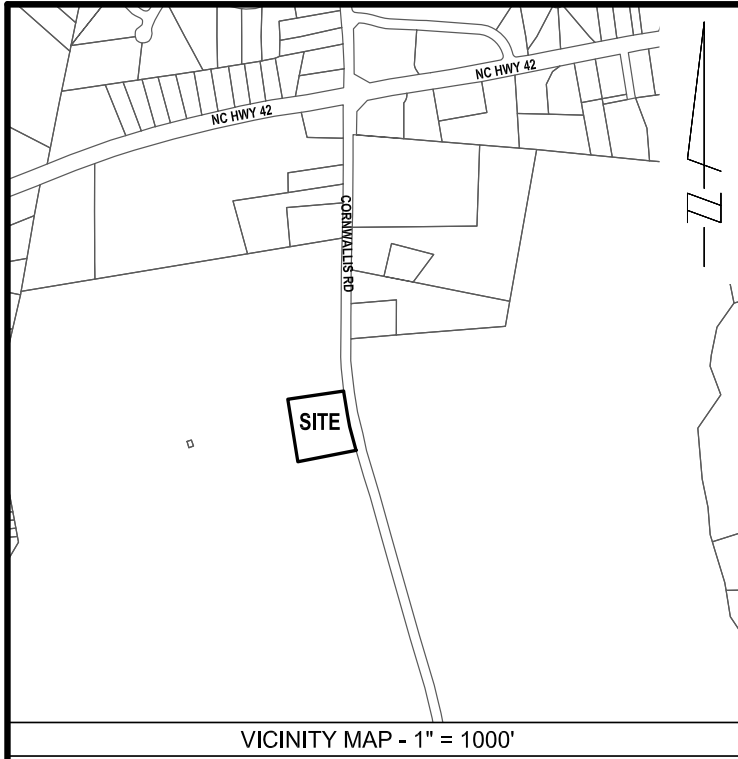


Sarah Pikett
Notary Public

My Commission Expires: 6/27/2026

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



VICINITY MAP - 1" = 1000'

I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

C. 1. THAT THIS IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

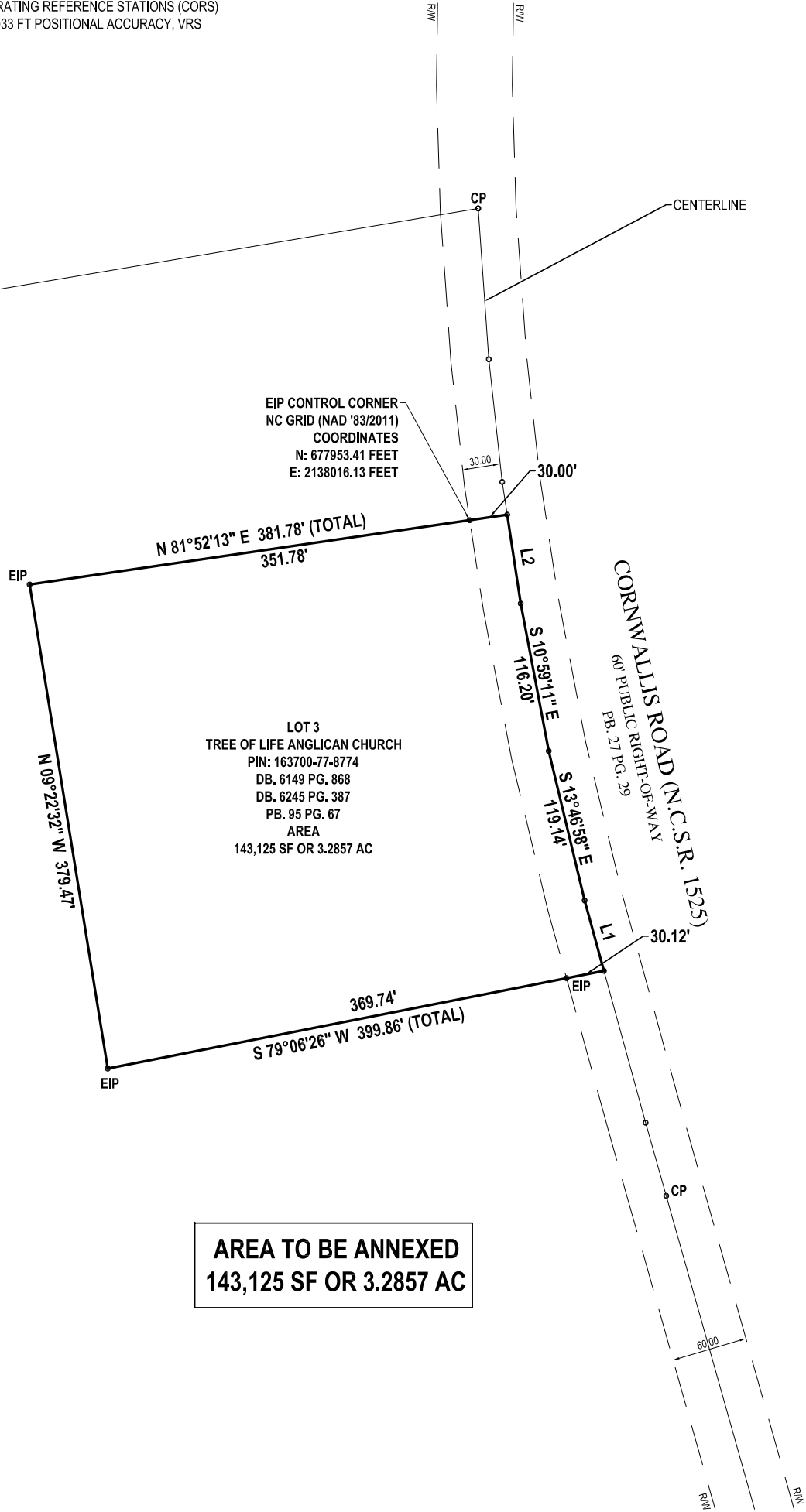
24 DAY OF OCTOBER A.D., 2025.

DAN GREGORY, PLS L-5240



- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
 5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
 6. NO NCSS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
 7. THE PROPERTY SHOWN HEREON IS NOT LOCATED IN A FEMA FLOOD HAZARD AREA PER FIRM # 3720163700K DATED JUNE 20, 2018.
 8. PROPERTY IS ZONED AR.
 9. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

WILLIAM F. TROXLER JR
PIN: 163700-76-0525
DB. 991 PG. 67
PB. 27 PG. 29



AREA TO BE ANNEXED
143,125 SF OR 3.2857 AC

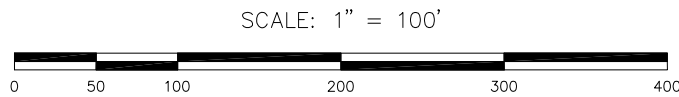
REFERENCES:
DB. 6149 PG. 868
DB. 6245 PG. 387
PB. 95 PG. 67

LEGEND

- EIP = EXISTING IRON PIPE
- CP = CALCULATED POINT

OWNER
TREE OF LIFE ANGLICAN CHURCH
PO BOX 1851
GARNER, NC 27529-1851

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°42'11" W	56.47'
L2	N 08°51'56" W	69.52'



REV.	DATE	DESCRIPTION	BY
1	10-23-25	REVISED PER COMMENTS #1	AMH

**B
N
K**
BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY
MG
DRAWN BY
AMH
CHECKED BY
DG
DATE
02/09/2023

SATELLITE ANNEXATION MAP
(ANNEXATION PROJECT #: 2023-35-ANX)
FOR
THE TOWN OF CLAYTON

CLAYTON TWSP JOHNSTON COUNTY NORTH CAROLINA

SHEET
1
OF
1

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 81°52'13"E A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 08°51'56"E A DISTANCE OF 69.52 FEET TO A POINT; THENCE S 10°59'11"E A DISTANCE OF 116.20 FEET TO A POINT; THENCE S 13°46'58"E A DISTANCE OF 119.14 FEET TO A POINT; THENCE S 15°42'11"E A DISTANCE OF 56.47 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 79°06'26"W A DISTANCE OF 30.12 FEET TO AN EXISTING IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 79°06'26"W A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OF WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY; THENCE N 09°22'32"W A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87; THENCE N 81°52'13"E A DISTANCE OF 351.78 FEET TO THE POINT OF BEGINNING, CONTAINING 3.2857 ACRES. MISCLOSURE PER CARLSON: Distance = 0.00

**TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2023-35-ANX**

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 27th day of October 2025.


Heidi L. Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #:163700-77-8774

Non-Contiguous: 3.2857 acres



**TOWN OF CLAYTON
RESOLUTION SETTING DATE OF PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO NC G.S. 160A-58.1
2023-35-ANX TREE OF LIFE CHURCH ANNEXATION**

WHEREAS a petition requesting annexation of an area described herein has been received; and

WHEREAS the Town Council of Clayton, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. A Public Hearing on the question of annexation of the area described herein will be held at 111 E Second Street Clayton, North Carolina 27520, Clayton Town Hall, Town Council Chambers, at 6:00 p.m. on November 17, 2025.

SECTION 2. The area proposed for annexation is described follows:

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD, AND LOCATED ON THE SOUTHERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 677953.41 FEET E: 2138016.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N 81°52'13"E A DISTANCE OF 30.00 FEET TO A POINT LOCATED IN THE CENTERLINE OF CORNWALLIS ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 08°51'56"E A DISTANCE OF 69.52 FEET TO A POINT; THENCE S 10°59'11"E A DISTANCE OF 116.20 FEET TO A POINT; THENCE S 13°46'58"E A DISTANCE OF 119.14 FEET TO A POINT; THENCE S 15°42'11"E A DISTANCE OF 56.47 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE S 79°06'26"W A DISTANCE OF 30.12 FEET TO AN EXISTING IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF CORNWALLIS ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 79°06'26"W A DISTANCE OF 369.74 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY OF WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87, JOHNSTON COUNTY REGISTRY; THENCE N 09°22'32"W A DISTANCE OF 379.47 FEET TO AN EXISTING IRON PIPE LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY WILLIAM F. TROXLER JR AS RECORDED IN DEED BOOK 991, PAGE 87; THENCE N

81°52'13"E A DISTANCE OF 351.78 FEET TO THE POINT OF BEGINNING,
CONTAINING 3.2857 ACRES. MISCLOSURE PER CARLSON: Distance = 0.00

SECTION 3. Notice of said Public Hearing shall be published in a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the Public Hearing.

Duly adopted this on the 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

November 3, 2025

Agenda Location

OLD BUSINESS

Item Title

Third Amendment to the Clayton–Raleigh Interlocal Agreement for Wastewater Services

Presenter(s)

Joshua Baird, PE - Water Resources Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

Staff request Town Council to approve the Third Amendment to the Interlocal Agreement with the City of Raleigh to ensure continued bulk wastewater conveyance and treatment services for the Town of Clayton. The request for approval on November 3rd aligns with Raleigh's governing board schedule for approval the same week. Alongside completion of the first phase of Sam's Branch WRF (SBWRF), approval of the amendment will provide redundancy to the Town and additional flexibility on the timing of future phases of SBWRF.

This amendment confirms Raleigh will continue accepting and treating up to 1.75 million gallons per day of Clayton's wastewater. The agreement term extends through February 27, 2040, providing critical stability for development, regulatory compliance, infrastructure planning, and financial flexibility. Billing will continue under Raleigh's contract customer rate structure with annual rate adjustments.

Operational responsibilities remain largely unchanged: Clayton maintains its sewer system and odor control facilities, while Raleigh maintains the portion of the system located in Wake County and oversees flow metering and sampling. Importantly, the amendment replaces the current prohibition on biopharmaceutical wastewater with a case-by-case approval process managed by Raleigh Water through Industrial User Permits, ensuring protections remain while providing flexibility for key industrial partners.

Overall, the Third Amendment preserves regional collaboration and ensures the Town can reliably and responsibly serve its customers in the future. Staff recommends Council approve the amendment in its substantial form pending final legal review, approve associated resolution authorizing execution of the amendment, and authorize Town Manager or designee to execute agreement and any necessary administrative actions.

Funding Source

N/A

Corresponding Documentation

[WWTreatmentCapacity,IntermunicipalAgreementwithCityofRaleigh,500000gpd](#)

[500 k clayton raleigh agreement amendment fully executed 09-14-15](#)

[Interlocal Agreement TOC COR Temporary Expanded Wastewater Capacity Amendment No. 2 02272007](#)

[Interlocal Agreement-Clayton Wastewater-Amendment 3](#)

[Resolution 2025-111](#)

Submitted By: Joshua Baird, Water Resources

Reviewed By:

Joshua Baird, Water Resources
Director

Approved - Oct 28 2025

Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - Oct 30 2025
Approved - Oct 30 2025

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this the 27th day of February, 2007, by and between the CITY OF RALEIGH, a municipal corporation existing under the Laws of the State of North Carolina (hereinafter referred to as RALEIGH), and the TOWN OF CLAYTON, a local government corporation existing under the Laws of the State of North Carolina (hereinafter referred to as the TOWN).

W I T N E S S E T H:

WHEREAS, RALEIGH is the owner and operator of a wastewater collection system and the Neuse River Wastewater Treatment Plant, which has 60 MGD of total permitted treatment capacity, and

WHEREAS, the TOWN has reviewed and analyzed different options for their wastewater treatment system needs and obligations in the N.C 42 Highway Sewer Service Area and other portions of the TOWN's sanitary sewer collection system, and

WHEREAS, the most cost effective, environmentally sound, and best method of wastewater collection, treatment and disposal for the N.C 42 Highway Sewer Service Area and other portions of the TOWN's sewer system is achieved by supplementing the TOWN's existing wastewater collection and treatment capacity by conveying a portion of the TOWN's wastewater through an extension of the TOWN's existing sewer system to connect to RALEIGH's wastewater collection system for treatment at RALEIGH's Neuse River Wastewater Treatment Plant.

NOW, THEREFORE, for and in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by RALEIGH and the TOWN, the parties mutually agree as follows:

1. Definitions: As used in this Interlocal Agreement, the terms listed below mean:
 - A. "AGREEMENT" means this Interlocal Agreement.
 - B. "CONNECTION" means (i) the sewer force main extension pipeline; (ii) the flow measurement and metering facility; and (iii) the wastewater sampling station installed, maintained and operated to effectuate the purposes of this Interlocal Agreement.
 - C. "TOWN SEWER SYSTEM" means the portion of the sanitary sewer collection system owned, maintained and operated by the TOWN to effectuate the purposes of this Interlocal Agreement.
 - D. "N.C. HIGHWAY 42 SERVICE AREA SEWER SYSTEM" means the portion of the sanitary sewer collection system owned, maintained and operated by the Town of Clayton to effectuate the purposes of this Interlocal Agreement.
2. This AGREEMENT is made pursuant to Article 20, Part 1 of N.C. Gen. Stat. Chapter 160A. The purpose of this AGREEMENT is to establish, for each unit of local government, the terms and conditions for the sale and/or purchase of sewerage capacity by each unit of local government and for the conveyance of such sewerage by each unit of local government as an intermediary.

3. The TOWN shall be responsible for the operation and maintenance of the TOWN SEWER SYSTEM and jointly responsible, for the purposes of this AGREEMENT, with the County of Johnston for the operation and maintenance of the N.C. HIGHWAY 42 SERVICE AREA SEWER SYSTEM.
4. The TOWN shall be responsible for the design, permit acquisition, construction and all other costs for the "CONNECTION" from the TOWN to RALEIGH's existing wastewater collection system and facilities. The TOWN shall own all such improvements, but RALEIGH shall be responsible for operation and maintenance from the point of connection with the metering facility to the point of connection to the RALEIGH system. The TOWN is responsible for the CONNECTION to RALEIGH being made and completed in a manner acceptable to RALEIGH. Prior to entering into a contract for the construction of the CONNECTION, the TOWN shall submit final engineering construction plans, specifications and contract documents for the CONNECTION to RALEIGH's Public Utilities Director and shall obtain approval, in writing. RALEIGH's Public Utilities Director, in his sole discretion, may require additions, deletions, modifications or changes to the plans and specifications for the CONNECTION and the TOWN shall incorporate them all prior to contracting for construction. During construction, the CONNECTION shall be subject to inspection by RALEIGH staff and shall consist of the following elements:

- (a) Prior to any wastewater discharge to RALEIGH, the TOWN shall construct a 16-inch sewer force main

from a mutually agreeable point in the existing TOWN sewer system, to RALEIGH's existing Neuse River Plant Interceptor Transmission Sewer Main at a location in close proximity to the Neuse River Wastewater Treatment Plant Headworks Facility as specified by Raleigh. The TOWN shall be solely responsible for the cost of the design, permitting, easement acquisition and construction cost of the gravity sewer main extension.

(b) Prior to discharging any wastewater to RALEIGH, the TOWN shall construct a flow measurement or metering facility. The point of flow measurement or metering shall be at the location indicated on the attached service area map attached as "Exhibit 1," or at some other mutually agreeable location, and shall be of the mag meter type or such other type as may be designed or designated by the TOWN's Engineer, reviewed and approved in writing, by RALEIGH's Public Utilities Director, as previously indicated. The TOWN shall construct the metering facility, and RALEIGH shall maintain, repair or replace this facility or equipment as RALEIGH, in its discretion, deems appropriate. The TOWN shall reimburse RALEIGH for the actual cost of said maintenance, repair, or replacement, which will be billed by RALEIGH after completion of the work in the subsequent monthly bill to the TOWN. RALEIGH shall be able to access the sewer meter at all times. Meter shall be read by RALEIGH staff.

(c) Prior to discharging any wastewater to RALEIGH, the TOWN shall construct a suitable wastewater sampling station for use by RALEIGH, said facility shall be integral with the metering facility as previously described in Item(b)above, and said design shall be reviewed and subject to approval by the RALEIGH Public Utilities Director. The wastewater sampling station shall include a flow proportional, refrigerated, sequential sampler housed in a locked compartment. The maintenance, repair, or replacement of the sampling station or equipment within shall be performed by RALEIGH. The TOWN shall reimburse RALEIGH for the actual cost of said maintenance, repair, or replacement, which will be billed by RALEIGH in a separate bill to the TOWN after completion of the work. RALEIGH shall be able to access the sampling station at all times. Samples shall be collected and analyzed by the Raleigh staff.

(d) RALEIGH reserves the right to make future connections to the 16-inch sewer force main within the portion of the sewer force main RALEIGH is responsible for operating and maintaining within Wake County. Any future RALEIGH sewer connections to the sewer force main shall not reduce the capacity of the force main system to transmit a combined 1.0 MGD from Johnston County to RALEIGH.

5. Except as otherwise provided in 4., the TOWN shall be responsible for the operation and maintenance of the CONNECTION. The TOWN agrees that RALEIGH shall have

access to the CONNECTION and the TOWN SEWER SYSTEM along with the authority to engage in any activity necessary for the performance of its responsibility to operate and maintain the flow meter and the sampling station.

6. RALEIGH shall accept and treat the wastewater flow from the TOWN at the flowing rates and volumes listed below: Average Daily Flow: 500,000 gallons per day (GPD), Peak Flow Rate: 870 gallons per minute (GPM). Wastewater discharged to RALEIGH shall comply with the quality and constituent limitations as defined in the RALEIGH Sewer Use Ordinance (SUO), including all future amendments and revisions of the SUO.
7. RALEIGH will accept sewer flow from the TOWN upon the approval and execution of this AGREEMENT by both jurisdictions, the completion of the CONNECTION, as described in Items 1 above and receipt of payment in full of the capital capacity reserve charge described below. On or before February 1, 2006, the TOWN will pay RALEIGH a non-refundable lump sum of \$1,800,000, one-half the total amount owed to Raleigh, and on or before April 1, 2006, the County of Johnston will pay the remaining non-refundable lump sum of \$1,800,000, as the total capital reserve charge of \$3,600,000, for treatment and sludge handling costs for a total reserve capacity of 1,000,000 GPD during the ten year term of this agreement. Raleigh acknowledges that the County of Johnston may utilize 500,000 GPD of the 1,000,000 GPD and accordingly will pay \$1,800,000 of the total \$3,600,000 cost.

8. In addition to the capital reserve charge, the TOWN agrees to pay RALEIGH their share of the monthly consumption bill which is based on RALEIGH's cost of operation, maintenance, future debt service and overhead on RALEIGH's collection, pumping and treatment facilities attributable to the amount of total wastewater delivered by the TOWN's facilities to the Raleigh System and all other sums due and payable by the TOWN to RALEIGH pursuant to the terms of this AGREEMENT. This will include the amount of wastewater delivered from the N.C. HIGHWAY 42 SERVICE AREA SEWER SYSTEM mixed with the TOWN's sewerage or sewer system. A monthly bill sent directly to the TOWN will be based only upon its reserve treatment capacity amount to determine the final monthly bill amount, as shown in the formula in "Exhibit 2" sample bill. Current contract customer rates and charges are set out in "Exhibit 3" and shall be subject to periodic revision by RALEIGH. RALEIGH reviews and revises such rate structures for contract sewer service on an annual basis and when made, said revised rate structures shall be made a part of this AGREEMENT and TOWN agrees to pay RALEIGH based on revised rates adopted by RALEIGH. RALEIGH will perform billing for the sewer service on a monthly basis. The first bill will be calculated and issued within 21 days of the end of the first month. After the initial bill is issued, all others will continue on a monthly frequency. All bills received by the TOWN for sewer service are due and payable within 15 days after receipt.

9. The monthly sewer bill submitted by RALEIGH to the Town of Clayton for the TOWN system shall be based on the following:

(a) For the purpose of determining certain portions of the treatment charges, RALEIGH shall collect at the point noted above flow proportional composite samples, and shall analyze these samples at a frequency of not less than two times per week. Such samples shall be taken on a schedule of not less than two days of each week, four weeks per month for a minimum total of eight samples, with at least one sample representing each weekday within the month. The results of the analysis of said samples shall be utilized in determining the average BOD5 and suspended solids. RALEIGH shall provide the TOWN, upon request, equal split portions of the samples taken for analysis by the TOWN. Reports on the analysis shall be submitted by RALEIGH in writing to the TOWN on a monthly basis. Discovery by RALEIGH of violations of discharge limitations as provided in the RALEIGH SUO, including toxic substances or heavy metals, by the TOWN shall be reported by RALEIGH to the TOWN within 24 hours of the analysis identifying such violation. Repeated violations by the TOWN of the RALEIGH SUO will result in RALEIGH interrupting or terminating the TOWN's sewer service from RALEIGH.

(b) In the case of the TOWN exceeding either its average or peak flow rate as stated in Section 2 in any month, the TOWN will pay a double rate for

sewer service for that month. Average flow rate shall be defined as the total volume of wastewater discharged to RALEIGH during a month divided by the number of days in the month. Peak flow rate shall be defined as rate of flow greater than 1740 GPM, sustained for a period of 2.0 hours or longer.

10. Beginning on the date of the first discharges sewage into Raleigh's POTW pursuant to this Agreement, and continuing until expiration or termination of this AGREEMENT for any reason, the TOWN agrees to collect and pay to RALEIGH monthly, the total of the nutrient reduction fees ("NRF") collected from connections to the N.C. 42 area and other sewer catchment area of the TOWN's sewer system served by RALEIGH, as defined in the schedule previously adopted by RALEIGH and shown in the attached "Exhibit 4" or as revised by the RALEIGH City Council in the future, for each new sewer service connection in the TOWN, as previously defined. RALEIGH shall invoice the TOWN for NRF, along with the monthly sewer bill.
11. The TOWN has a User Charge system, which generates sufficient revenue to provide for the adequate and proper operation, maintenance, replacement and repair of its sewerage system, including payment for sewer service rendered to the TOWN by RALEIGH. Such User Charge system shall be updated as may be necessary to maintain sufficient funding as required for proper sewer collection system operation, maintenance, repair and replacement, as defined by USEPA and NCDWQ.

12. The TOWN charges and collects sewer acreage or capacity impact fees not less than those charged by RALEIGH. These fees shall be retained by the TOWN, and may be used towards payment of the monthly sewer service bill from RALEIGH.
13. The TOWN has a Sewer Use Ordinance (Industrial Pretreatment Program), which is no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN's Sewer Use Ordinance is in compliance with all current STATE or EPA Regulations. Any amendments or revision of TOWN's Sewer Use Ordinance shall be subject to review and approval by RALEIGH prior to adoption by the TOWN. The TOWN shall amend its Sewer Use Ordinance as required in the future to assure that it is continuously in compliance with appropriate STATE and EPA regulations, and no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN shall allow RALEIGH periodically to review the administration of the TOWN's Industrial Pretreatment Program, shall provide RALEIGH with copies of all permits for the Industrial Pretreatment Program for the TOWN, and shall allow RALEIGH to review and approve any new permits or modifications to existing permits that discharge to N.C. 42 HIGHWAY SEWER SERVICE AREA and other portion of the TOWN SEWER SYSTEM served by RALEIGH, prior to the TOWN issuing a final permit. RALEIGH shall review and approve, if compliant with the TOWN and RALEIGH Sewer Use Ordinances and North Carolina Division of Water Quality pretreatment regulations, all such new permits and modifications to existing permits within thirty days of the TOWN's request for approval; if RALEIGH does not take action within thirty days, the

TOWN's request shall automatically be deemed granted. The TOWN will be responsible for billing, collecting, and retaining the surcharges from the appropriate industries. The TOWN will establish and follow its "Enforcement Response Plan." If necessary, the TOWN will interrupt or terminate the violating industry's water or sewer service in order to gain sewer use ordinance compliance. If the TOWN fails to terminate the violating industry's water and sewer service after at least 24 hour written notification to the TOWN and the industry discharges to RALEIGH as previously described, then RALEIGH will interrupt or terminate the TOWN's sewer service from RALEIGH, until the TOWN terminates service from the violating industry. RALEIGH's authority to interrupt or terminate the TOWN's service pursuant to this paragraph is not limited by or subject to the requirements of Paragraph 18. of this AGREEMENT.

14.(a) Should a sewer overflow occur at the TOWN's connection point or within RALEIGH'S Neuse River Plant Interceptor Sewer Transmission Main as a result of the TOWN's or the County of Johnston's discharge of wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from the overflow condition. Should a sewer overflow in the opinion of the RALEIGH Public Utilities Director be imminent at the TOWN's connection point or within RALEIGH'S Neuse River Plant Interceptor Sewer Transmission Main as a result of the TOWN's or the County of Johnston's discharge of

wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from the overflow condition, upon notification by RALEIGH. Furthermore, the TOWN shall and does hereby assume, and agrees to indemnify and hold harmless RALEIGH, its successors and assigns, from and against all loss, claims, damages, penalties, fines, costs, expenses including attorney's fees, damage to property caused by, or in any way resulting from an overflow event as described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

(b) The TOWN shall and does hereby assume and agrees to hold harmless RALEIGH, its successors and assigns, from and against all loss, costs, claims, penalties, fines, expenses including attorney's fees, and damages caused by or in any way resulting from a biological upset of the RALEIGH Neuse River Wastewater Treatment Plant as a result of the levels of metals or toxic contaminants contained in the wastewater being discharged by the TOWN or the County of Johnston into the collection system of RALEIGH. The TOWN shall immediately take any and all necessary action to eliminate the discharge of such contaminants following RALEIGH notification and any additional actions identified by RALEIGH as necessary to the mitigation of the damage arising from the discharge to metals or toxic contaminants.

(c) Should a sewer overflow occur, or in the opinion of the TOWN's Public Works Director be imminent, at the TOWN's CONNECTION as a result of the sewer flowrate in RALEIGH's system, regardless of the cause, RALEIGH shall immediately take any and all remedial action, within its control and legal authority, necessary to eliminate the overflow condition following notification from the TOWN and to mitigate the environmental harm and other damages resulting from to the overflow condition. Furthermore, RALEIGH shall and does hereby assume and agrees to hold harmless the TOWN, its successors and assigns, from and against all loss, claims, damages, penalties, fines, cost, expenses including attorney's fees, damage to property caused by an overflow event described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

15. The TOWN agrees that any extensions of, or points of connection to its sewerage system where the sewer is to be discharged to RALEIGH will take place only within the TOWN's sewer service area as shown on the attached map labeled "Exhibit ~~1~~^{5/88}". Sewer service to areas not designated in "Exhibit 1" that is discharged to RALEIGH must have prior concurrence and written approval from the RALEIGH City Manager.
16. The term of this AGREEMENT shall be for a period of ten (10) years from the date of execution and shall automatically renew for one term of ten years (RENEWAL TERM), only if RALEIGH has completed the design, regulatory permitting and construction of an expansion of

the Neuse River Wastewater Treatment Plant hydraulic capacity from 60 MGD to 75 MGD and the N.C. Division of Water Quality has delegated permit issuance authority to RALEIGH for expansion of the reuse (reclaimed NRWTP effluent) water system. This AGREEMENT shall terminate at the end of this RENEWAL TERM unless otherwise extended by mutual agreement of the TOWN and RALEIGH. Should the term of this AGREEMENT be extended beyond the initial period of ten years from the date of execution and if RALEIGH has completed the design, regulatory permitting and construction of an expansion of the Neuse River Wastewater Treatment Plant hydraulic capacity from 75 MGD to 80 MGD or greater, RALEIGH shall agree to negotiate with the TOWN for the sale of additional sewer capacity. At least one year prior to termination of the initial term RALEIGH and the TOWN will in good faith negotiate concerning any conditions for the continuation of this AGREEMENT on a basis that serves the interests of each governmental unit. The TOWN will notify the RALEIGH Public Utilities Director at least 24 hours prior to the initial discharge to RALEIGH and with the other provisions of this AGREEMENT stipulated prior to discharge.

17. It is specifically agreed by both parties hereto, as part of the consideration of the signing of this document, that they, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sexual orientation, or national origin with reference to the subject matter of this AGREEMENT, no matter how remote.

18. Except as otherwise provided in Paragraph 13. of this AGREEMENT, RALEIGH may terminate this AGREEMENT and the consent for the TOWN to discharge wastewater into RALEIGH's sewer collection system upon thirty days prior written notice of the TOWN's default of any covenant or term hereof, which default is not cured within thirty days after receipt of written notice of default.

19. RALEIGH hereby represents and warrants that the system of charges and fees set out in this AGREEMENT are no higher than any other similar agreements to accept wastewater by and between RALEIGH and any other entity, except as is unique to the TOWN due to geographical location and connection to the RALEIGH system.

20. In consideration of RALEIGH'S consent to provide sewer service to the TOWN, the TOWN agrees to consider mutually beneficial future partnerships with RALEIGH in the development of other agreements for such issues as emergency and permanent water and sewer system interconnections, water reuse, biosolids reuse, biosolids landfilling and raw water supply reservoir development, such as on Little River and Middle Creek.

21. No party may transfer or assign its rights under this AGREEMENT without written approval from the governing boards of both the TOWN and RALEIGH. This AGREEMENT shall bind the parties hereto, respective successors permitted assigns and transferees.

22. This AGREEMENT shall be governed by and construed in accordance with the laws of North Carolina notwithstanding

its choice of law provisions or rules. Venue for any legal action to enforce or interpret this AGREEMENT shall be in the courts of Wake County, North Carolina.

23. This AGREEMENT contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and all prior agreements or understandings of the parties hereto are hereby revoked. There are no AGREEMENTS, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein.

IN TESTIMONY WHEREOF, RALEIGH and the TOWN have caused this AGREEMENT to be executed below by their respective Managers, their corporate seals affixed and attested by their respective Clerks, approved by their respective Attorneys, all by the authority of their respective Councils, as the day and year first written.

ATTEST:



CITY CLERK

(Attach Municipal Seal)

CITY OF RALEIGH



CITY MANAGER

APPROVED:



CITY ATTORNEY

ATTEST:



TOWN CLERK

(Attach Municipal Seal)

TOWN OF CLAYTON



TOWN MANAGER

APPROVED AS TO FORM:



TOWN ATTORNEY

Town of Clayton / City of Raleigh Waste Water Treatment Agreement Exhibit 1

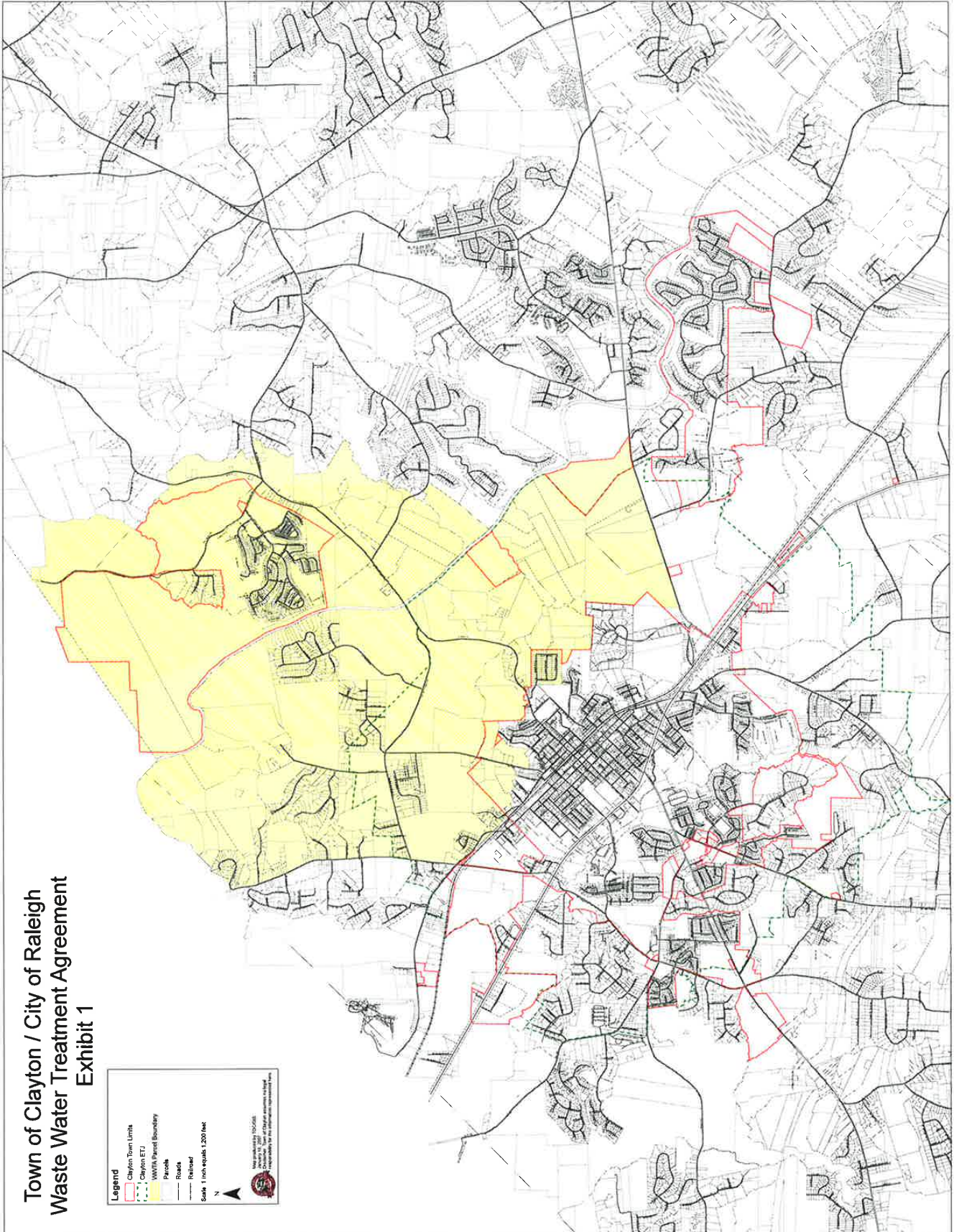
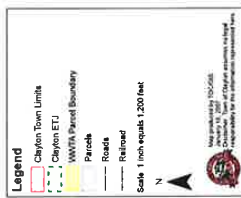


Exhibit 2
INTERMUNICIPAL SEWER BILL CALCULATION

Sample Bill Using Adopted FY-07 Rates

TOWN OF _____

Using Consumption Figures from _____ 2006
(0.5 mgd for 30 days equals 15.0 Million gallons or approximately 20,051 ccf)

Operation and Maintenance Cost

Treatment	20,051 ccf x \$0.0935 =	\$ 1,874.77
	25,020 Lbs. BOD5 x \$0.4990 = (assume 200 ppm)	\$12,484.98
	31,275 Lbs. TSS x \$0.1114 = (assume 250 ppm)	\$ 3,484.04
	2,252 Lbs. TN x \$0.7213 = (assume 18 ppm)	\$ 1,624.37
Transportation	20,051 ccf x \$0.0485 =	\$ 972.47

Capital Fixed Cost

Treatment	Peak 2.50 MGD x \$ 50.00 =	\$ 125.00
	Average 1.00 MGD x \$793.60 =	\$ 793.60
Transportation	Neuse River –Plant Outfall	
	1.00 MGD x 0.00 miles x \$78.95 =	\$ 00.00
	Crabtree Creek Outfall	
	1.00 MGD x 0.00 miles x \$65.00 =	\$ 00.00
	Neuse River Outfall	
	1.00 MGD x 0.00 miles x \$130.00=	\$ 00.00
Sample Collection and Analysis		\$ 250.00
Total Sewer Bill This Month		\$ 21,609.23

Exhibit 3

ORDINANCE NO. (2006) 40

**AN ORDINANCE ADOPTING THE RATES,
CHARGES AND RENTS FOR WATER AND SEWER
UTILITY SERVICE FOR THE CITY OF RALEIGH
FOR FISCAL YEAR 2006-07**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RALEIGH, NORTH
CAROLINA:**

Section 1. That the following is the official schedule of rates, charges, and rents for water and sewer utility service, effective July 1, 2006. (Reference Section 2-3001, Raleigh City Code.)

I. Retail Service

A. Water

1. Bi-Monthly Service Charges

Meter Size	Bi-Monthly Charges	Bi-Monthly Charges
	(Inches)	Inside City Limits Outside City Limits
5/8	\$ 6.20	\$ 10.22
3/4	6.97	11.75
1	8.50	14.82
1-1/2	12.34	22.50
2	16.99	31.81
3	29.32	56.46
4	43.21	84.24
6	78.29	154.41
8	127.97	253.75
10	181.92	361.66

2. Consumption Charges

Consumption	Unit Rate Per CCF
-------------	-------------------

	(CCF/Month)	Inside City Limits	Outside City Limits
	All Consumption	\$1.56	\$3.12
B. Sewer			
		Bi-Monthly Charges Inside City Limits	Bi-Monthly Charges Outside City Limits
1.	Billing Charge	\$4.98/Bill	\$7.78/Bill
2.	Consumption Charges		
	Water Consumption (CCF/Month)	Unit Rate Per CCF of Water Inside City Limits	Outside City Limits
	All Usage	\$1.45	\$2.90
3.	Rates (including billing charges) for residential units without metered water (per dwelling unit)		
	Inside City Limits	\$14.20/Mo. for services inclusive of Admin. costs.	
	Outside City Limits	\$28.40/Mo. for services inclusive of Admin. costs.	

II. Contract Service

A. Water

1. Operations and Maintenance Charges
 - a. Applicable to all water used \$ 0.9807/CCF
 - b. Surcharge applicable to water used from high level pumping system \$ 0.0291/CCF
2. Capital Charges – General Facilities
 - a. Applicable to all water used \$ 0.4035/CCF
 - b. Surcharge applicable to water used from high level pumping system \$ 0.0186/CCF

3. Capital Charges – Production Facilities
applicable capacity reserved by
contractual agreement, as of
July 1, 1980 \$ 5,519/MGD/Month
4. Capital Charges – Production Facilities
applicable capacity reserved by
contractual agreement, as of July 1, 1984 \$19,256/MGD/Month

B. Sewer

1. Operations and Maintenance Charges
 - a. Treatment
 - (1) Applicable to all flow, with no allowance for BOD or SS
\$0.0935/CCF of sewage
 - (2) Applicable to all BOD5 \$0.4990/Lb of BOD
 - (3) Applicable to all SS \$0.1114/Lb of SS
 - (4) Applicable to all TN \$0.7213/Lb of TN
 - b. Transportation
 - (1) Applicable to all flow \$0.0485/CCF of sewage
2. Capital Charges
 - a. Treatment
 - (1) Applicable to capacity reserved by contractual agreement
within plant facility capacity as of 1980.
 - Peak reserve flow \$ 50.00/MGD/Month
 - Average reserve flow \$793.60/MGD/Month

b. Transportation

Applicable to capacity reserved by contractual agreement within Neuse River Outfall facility capacity as of 1980.

\$78.95/MGD/Mile/Month

Applicable to capacity reserved by contractual agreement within Walnut Creek Outfall, from Sunnybrook Road to Neuse River Outfall facility capacity as of 1980.

\$50.00/MGD/Mile/Month

Applicable to capacity reserved by contractual agreement within Crabtree Creek Outfall, from Old Crabtree Creek Pump Station, to Neuse River Outfall facility capacity as of 1980.

\$65.00/MGD/Mile/Month

III. Advanced deposits are no longer required for utility system on initial connection.

Adopted: June 19, 2006

Effective: July 1, 2006

Distribution: Budget Staff: Lou Buonpane
Kirsten Larson
Joyce Munro
David Scarborough
Heather Drennan
Audits: John House
Teresa Bordeaux
Transcription: Jackie Taylor
Department Heads

Exhibit 4

ORDINANCE NO. 2006 - 12

AN ORDINANCE TO ESTABLISH NUTRIENT REDUCTION SEWER USE FEES OF CHAPTER 8 OF THE CODE OF THE CITY OF RALEIGH.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RALEIGH, NORTH CAROLINA THAT:

Section 1: That the Raleigh City Code be amended to add "(a)" at the beginning of Section 8-2123, **User Charges**.

Section 2: That the Raleigh City Code be amended to add the following new subsection at the end of Section 8-2123, **User Charges**:

"(b)" A nutrient reduction sewer user fee, as established below, shall be collected at the time of approval of connection to the City's sewer collection system. This one-time fee shall be collected, in addition to any other user charges and fees required by City ordinances and resolutions. This fee shall be collected by the City Inspections Department at the time of issuance of a utility connection permit for sewer:

Residential

Individual sewer service size up to 4-inch service	\$ 352/dwelling unit
Group housing on single service	\$ 234/dwelling unit

Non-Residential

0 to 4-inch sewer service	\$ 352/connection
6-inch sewer service	\$ 820/connection
8-inch or greater	\$1,937/connection

Section 3: That the above fees should become effective July 1, 2006.

Section 4: All laws and clauses of laws in conflict herewith are hereby repealed to the extent of said conflict.

Section 5: If this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to that end the provisions of this ordinance are declared to be severable.

ADOPTED: May 2, 2006

EFFECTIVE: July 1, 2006

DISTRIBUTION: All Department Heads

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FIRST AMENDMENT
TO THE CLAYTON/RALEIGH INTERLOCAL AGREEMENT
and
THE JOHNSTON COUNTY/RALEIGH INTERLOCAL AGREEMENT**

This **AMENDMENT** to the Clayton/Raleigh Interlocal Agreement and the Johnston County/Raleigh Interlocal Agreement is entered into this June 9/14, 2015 by and between the City of Raleigh, hereinafter referred to as "Raleigh", the Town of Clayton, hereinafter referred to as "Clayton", and the County of Johnston, hereinafter referred to as "Johnston County".

WITNESSETH:

WHEREAS, Raleigh and Clayton entered into an interlocal agreement for treatment of 500,000 gallons per day (GPD) wastewater from Clayton's service area at Raleigh's Neuse River wastewater treatment Plant on February 27, 2007; and

WHEREAS, Raleigh and Johnston County entered into an interlocal agreement for treatment of 500,000 gallons per day (GPD) wastewater from Johnston County's service area at Raleigh's Neuse River wastewater treatment Plant on February 27, 2007; and

WHEREAS, Johnston County has assigned their wastewater treatment allocation from Raleigh thereof to Clayton through an agreement between Clayton and Johnston County dated October 3, 2005 which assignment was authorized in the Interlocal Agreements without prior approval by Raleigh; and

WHEREAS, due to the economic recession, Clayton has delayed the construction of the connection to the Raleigh system, and to date, Clayton has not begun construction of the connection; and

WHEREAS, each of the Interlocal Agreements state that the Agreement automatically renews for an additional 10 year term if Raleigh has completed design and construction of an expansion of the Neuse River Wastewater Treatment Plant (NRWWTP) hydraulic capacity from 60 MGD to 75 MGD (Expansion); and

WHEREAS, Raleigh has completed regulatory permitting of the Expansion; and

WHEREAS, due to the economic recession, Raleigh has chosen to implement the construction of the Expansion in five (5) phases with the final phase planned for completion in FY 2017, instead of a single phase with an originally planned completion date in FY 2012, and

WHEREAS, Clayton has paid Raleigh \$3.6 million for the treatment capacity allocation, and the estimated construction cost for the connection is approximately \$4 million; and

WHEREAS, Clayton and Johnston County have each-requested a ten (10) year extension to the original term of their respective Interlocal Agreement, and Raleigh desires to extend the term of the Interlocal Agreements; and

WHEREAS, the Interlocal Agreement specified a specific area of Clayton's service area to be served by the connection to Raleigh, and Clayton has requested to amend the Interlocal Agreement to allow the service area as shown on Exhibit 5 of the Interlocal Agreement to be served by the Raleigh connection; and

WHEREAS, Raleigh has changed its connection fee requirements such that Raleigh no longer collects Nutrient Reduction Fees or Acreage fees, and instead collects Capital Facilities fees in its service area.

PART A

NOW, THEREFORE, CLAYTON and RALEIGH mutually agree to amend the AGREEMENT as follows:

1. Section 1. is amended by the addition of "E. CAPITAL FACILITIES FEE means a one-time charge assessed to new water and wastewater customers, or developers and builders, to recover a proportional share of capital costs incurred to provide service availability and capacity for new utility customers."
2. Section 2. Is amended by adding the following:

"Clayton and Johnson County entered into an agreement, by which the County assigned to Clayton its purchased capacity for sewer treatment and assigned to Clayton other functions and duties otherwise applicable to the County under this Agreement between Clayton and Raleigh within the service area which was the subject of the assignment. Clayton agrees that its duties and responsibilities under this Agreement were altered by the Assignment and that any language contrary to the duties and responsibilities of Clayton as otherwise set forth in this Agreement are controlled by and established as set forth in the Assignment which is attached as Exhibit A to this Amendment."
3. Section 4. (d) is amended to by replacing the words "Johnston County" with "Johnston County and Clayton".
4. Section 10 is deleted in its entirety.
5. Section 12: Replace the words "sewer acreage and capacity impact fees" with "Capital Facilities Fees"

6. Section 15: In the first sentence, change “Exhibit 4” to “Exhibit 5”, and delete the last sentence in its entirety.
7. Section 16: This section is hereby deleted and replaced with the follow:

“The term of this AGREEMENT shall be for a period of 20 years from the date of execution, February 27, 2007 to February 27, 2027, and shall terminate at the end of the term unless otherwise extended by mutual agreement between Clayton and Raleigh. Should the term of this AGREEMENT be extended beyond the amended 20 year term, and if Raleigh has completed the design, regulatory permitting, and construction of the NRWTP from 75 MGD to 80 MGD or greater, Raleigh shall agree to negotiate with Clayton for the sale of additional sewer capacity, if the sale of additional capacity is in the mutual interest of Raleigh and Clayton. At least one year prior to the termination of the term of this AGREEMENT, Raleigh and Clayton will in good faith negotiate concerning any conditions for the continuation of this AGREEMENT on a basis that serves the interest of each entity. Clayton will notify the Raleigh Director of Public Utilities at least 48 hours prior to the initial discharge to Raleigh and with the other provisions of this AGREEMENT stipulated prior to discharge.”

All other sections of the AGREEMENT REMAIN UNCHANGED, EXCEPT AS INDICATED ABOVE.

PART B

NOW, THEREFORE, JOHNSTON COUNTY and RALEIGH mutually agree to amend the AGREEMENT as follows:

1. Section 1. is amended by the addition of “E. CAPITAL FACILITIES FEE means a one-time charge assessed to new water and wastewater customers, or developers and builders, to recover a proportional share of capital costs incurred to provide service availability and capacity for new utility customers.”
2. Section 2. Is amended by adding the following:

“Clayton and Johnson County entered into an agreement, by which the County assigned to Clayton its purchased capacity for sewer treatment and assigned to Clayton other functions and duties otherwise applicable to the County under this Agreement between Clayton and Raleigh. Johnston County agrees that its duties and responsibilities under this Agreement were altered by the Assignment and that any language contrary to the duties and responsibilities of Johnston County as otherwise set forth in this Agreement are controlled by and established as set forth in the Assignment which is attached as Exhibit A to this Amendment.”

3. Section 4. (d) is amended to by replacing the words "Johnston County" with "Johnston County and Clayton".
4. Section 10 is deleted in its entirety.
5. Section 12: Replace the words "sewer acreage and capacity impact fees" with "Capital Facilities Fees"
6. Section 14: In the first sentence, change "Exhibit 4" to "Exhibit 5".
7. Section 15: This section is hereby deleted and replaced with the follow:

"The term of this AGREEMENT shall be for a period of 20 years from the date of execution, February 27, 2007 to February 27, 2027, and shall terminate at the end of the term unless otherwise extended by mutual agreement between Johnston County and Raleigh. Should the term of this AGREEMENT be extended beyond the amended 20 year term, and if Raleigh has completed the design, regulatory permitting, and construction of the NRWTP from 75 MGD to 80 MGD or greater, Raleigh shall agree to negotiate with Johnston County for the sale of additional sewer capacity, if the sale of additional capacity is in the mutual interest of Raleigh and Johnston County. At least one year prior to the termination of the term of this AGREEMENT, Raleigh and Johnston County will in good faith negotiate concerning any conditions for the continuation of this AGREEMENT on a basis that serves the interest of each entity. Johnston County will notify the Raleigh Director of Public Utilities at least 48 hours prior to the initial discharge to Raleigh and with the other provisions of this AGREEMENT stipulated prior to discharge."

All other sections of the AGREEMENT REMAIN UNCHANGED, EXCEPT AS INDICATED ABOVE.

In testimony whereof, Raleigh, Clayton, and Johnston County have caused this amendment to the Agreement as dated, to be executed by their respective City Manager, Mayor, and County Manager, their corporate seals to be affixed and attested by their respective Clerks, all by authority of the respective Councils, the day and year fist above written.

ATTEST:

Deirdre Smith
CITY CLERK

(attach municipal seal)

APPROVED AS TO FORM:

Cheryl Johnson Paralegal
FOR CITY ATTORNEY

CITY OF RALEIGH



TOWN OF CLAYTON

Michael
MAYOR

ATTEST:

Kennedy A. Motte
TOWN CLERK

(attach municipal seal)

APPROVED AS TO FORM:

Katharine E. Ross
TOWN ATTORNEY



ATTEST:

Paula C. Woodard
COUNTY CLERK

(attach county seal)

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY

JOHNSTON COUNTY

[Signature]
COUNTY MANAGER



CHANGE ORDER ACTION

PROVISIONS FOR THE PAYMENT OF THE MONEYS
TO FALL DUE UNDER THIS AGREEMENT HAVE BEEN
MADE BY AN APPROPRIATION DULY MADE OR BY
BONDS OR NOTES DULY AUTHORIZED AS RE
QUIRED BY THE LOCAL GOVERNMENT ACT

ACCOUNT # N/A
P O # N/A
C O # 1
AMOUNT \$ 0
INCR _____ DECR _____
APPROVED BY Donna O. Blake
POSTED BY Donna O. Blake DATE 09/14/15

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SECOND AMENDMENT TO THE CLAYTON/RALEIGH
INTERLOCAL AGREEMENT

The ORIGINAL AGREEMENT was made and entered into on the 27th day of February, 2007, by and between the CITY OF RALEIGH, a municipal corporation existing under the Laws of the State of North Carolina (hereinafter referred to as RALEIGH), and the TOWN OF CLAYTON, a municipal corporation existing under the Laws of the State of North Carolina (hereinafter referred to as the TOWN). Amendment #1 to the ORIGINAL AGREEMENT was made and entered into on the 14th day of September, 2015. This AMENDMENT #2 is made and entered into this the 83rd day of November, 2021 by and between RALEIGH and the TOWN and is hereinafter referred to as the "Amended Agreement" (as defined below).

WITNESSETH:

WHEREAS, RALEIGH is the owner and operator of a wastewater collection system and the Neuse River Resource Recovery Facility (NRRRF), which has 75 million gallons per day (MGD) of total permitted treatment capacity, and

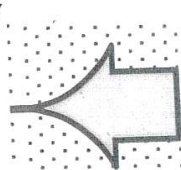
WHEREAS, pursuant to Sections 6 and 7 the ORIGINAL Agreement, the TOWN has reserved and paid \$1,800,000 for its original allocation of 500,000 MGD of treatment capacity from the NRRRF and following the assignment by Johnston County of its 500,000 GPD allocation to the TOWN (the "Johnston County Allocation"), \$1,800,000 for the Johnston County Allocation;

WHEREAS, the TOWN has reviewed and analyzed different options for their wastewater treatment system needs and obligations in the TOWN's sanitary sewer collection system, and

WHEREAS, the most cost effective, environmentally sound, and best short-term method of wastewater collection, treatment and disposal for the TOWN's sewer system is achieved by supplementing the TOWN's existing wastewater collection and treatment capacity by conveying a portion of the TOWN's wastewater through use of an existing connection between the TOWN's existing sewer system and RALEIGH's wastewater collection system for treatment at RALEIGH's Neuse River Resource Recovery Facility.

WHEREAS, the TOWN is undertaking an expansion of its wastewater treatment capacity to address its long term needs.

FILE COPY



WHEREAS, RALEIGH and the TOWN agree that the TOWN will continue its duties as established in the ORIGINAL AGREEMENT and receive an additional .75 MGD of sewer capacity for treatment of sewage, and the parties further agree that the cost for the 1 MGD of capacity available under the ORIGINAL AGREEMENT will be as set forth in Paragraph 7 of the ORIGINAL AGREEMENT and the cost for the additional .75 MGD will be as set forth in Paragraphs 8 and 9 of this Amended AGREEMENT.

NOW, THEREFORE, for and in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by RALEIGH and the TOWN, the parties mutually agree as follows:

1. Definitions: As used in this Amended Agreement, the terms listed below mean:
 - A. "ORIGINAL AGREEMENT" means the original Agreement between RALEIGH and the TOWN dated February 27, 2007 as amended by Amendment #1 dated September 14, 2015. By this Second Amendment also referred to as the "Amended AGREEMENT", the parties have replaced and modified provisions of the ORIGINAL AGREEMENT as originally adopted and only those original provisions of the ORIGINAL AGREEMENT appearing in this Amended AGREEMENT remain in effect.
 - B. "Amended AGREEMENT" means this Second Amendment to the ORIGINAL AGREEMENT.
 - C. "CONNECTION" means (i) the sewer force main extension pipeline; (ii) the flow measurement and metering facility; and (iii) the wastewater sampling station installed, maintained and operated to effectuate the purposes of this Inter Local Agreement.
 - D. "TOWN SEWER SYSTEM" means any portion of the sanitary sewer collection system owned, maintained and operated by the TOWN which effectuates the purposes of this Inter Local Agreement.
 - E. "NEUSE ESTUARY ALLOCATION" means the amount of Total Nitrogen loading which the Neuse River Resource Recovery Facility is authorized by its NPDES permit to discharge which reaches the Neuse Estuary, as established pursuant to 15 NCAC 2B .0713.
 - F. "NPDES PERMIT" means NPDES Permit NC0029033 issued to RALEIGH to operate the Neuse River Resource Recovery Facility pursuant to N.C. Gen. Stat. §143-215.1 as in effect at the time the permit is applied as a part of this Amended AGREEMENT.

2. This Amended AGREEMENT is made pursuant to Article 20, Part 1 of N.C. Gen. Stat. Chapter 160A. The purpose of this Amended AGREEMENT is to establish, for each unit of local government, the terms and conditions for the sale and/or purchase of sewerage capacity by each unit of local government and for the conveyance of such sewerage by each unit of local government as an intermediary. The TOWN and Johnston County entered into an agreement by which the County assigned to the TOWN the capacity for sewer treatment available pursuant to the Interlocal Agreement between RALEIGH and the County of Johnston dated 27 February, 2007, as Amended by the First Amendment to the Johnston County/Raleigh Interlocal Agreement (the Johnston County Interlocal Agreement), and assigned to the TOWN other functions and duties otherwise applicable to the County under this AGREEMENT between the TOWN and RALEIGH within the service area which was the subject of the assignment. See attached "Exhibit 1." The TOWN agrees that its duties and responsibilities under the ORIGINAL AGREEMENT were altered by the Assignment and that any language contrary to the duties and responsibilities of the TOWN as otherwise set forth in this Amended AGREEMENT are controlled by and established as set forth in the Assignment which is attached as Exhibit A to this Amended AGREEMENT. Should the County of Johnston cancel or withdraw from the Assignment, or otherwise assume control of all or any part of the capacity provided in the Johnston County Interlocal Agreement, this Amended AGREEMENT will be adjusted and applied in light of the changes for which notice is given to RALEIGH by both the TOWN and the County of Johnston.

3. The TOWN shall be responsible for the operation and maintenance of the TOWN SEWER SYSTEM.

4. The TOWN has completed the construction of the "CONNECTION" from the TOWN to RALEIGH's existing wastewater collection system and facilities at the pump station as required in the ORIGINAL AGREEMENT. The TOWN shall own all such improvements, but RALEIGH shall be responsible for operation and maintenance of the portion of the CONNECTION which is in Wake County. The TOWN shall be responsible for operation and maintenance from the point of connection with the metering facility to Wake Johnston County line. The CONNECTION to RALEIGH was made and completed in a manner acceptable to RALEIGH. RALEIGH reserves the right to make future connections to the 16-inch sewer force main within the portion of the sewer force main RALEIGH is responsible for operating and maintaining within Wake County. Any future RALEIGH sewer connections to the sewer force main shall not reduce the capacity of the sewer force main to transmit a combined 1.75 MGD, Peak Flow rate 3,125 Gallons per Minute (GPM) from Johnston County and Clayton to RALEIGH. In addition to the existing wastewater transmission system, the TOWN agrees to continue the use of odor control facilities to dose the wastewater to be conveyed by the TOWN to RALEIGH with RALEIGH approved odor control chemicals, including Bioxide, prior to discharging any wastewater to RALEIGH. Until otherwise directed, the TOWN agrees to dose the wastewater with Bioxide at the dosage

designated by RALEIGH and to use any additional odor control chemicals at the dosage designated by RALEIGH. The cost of continuously operating the odor control facilities is entirely the responsibility of the TOWN.

5. Except as otherwise provided in 4., the TOWN shall be responsible for the operation and maintenance of the CONNECTION. The TOWN agrees that RALEIGH shall have access to the CONNECTION and the TOWN SEWER SYSTEM along with the authority to engage in any activity necessary for the performance of its responsibility to operate and maintain the flow meter and the sampling station.
6. RALEIGH shall accept and treat the wastewater flow from the TOWN at the flowing rates and volumes listed below: Average Daily Flow: 1,750,000 Gallons per Day (GPD), Peak Flow Rate: 3,125 GPM so long as the assignment by the County of Johnston to the TOWN continues and the TOWN complies in all conditions set forth in the Amended AGREEMENT. Wastewater discharged to RALEIGH shall comply with the quality and constituent limitations as defined in the RALEIGH Sewer Use Ordinance (SUO) at Raleigh City Code Part 3, Chapter 2, Article C., including all future amendments and revisions of the SUO.
7. RALEIGH will accept a total sewer flow up to 1,750,000 GPD from the TOWN upon the approval and execution of this Second Amendment to the ORIGINAL AGREEMENT by the TOWN unless the applicable NPDES permit issued to the Neuse River Resource Recovery Facility is revised to reduce the NEUSE ESTUARY ALLOCATION that is available to RALEIGH or the assignment by the County of Johnston to the TOWN is altered or terminated. RALEIGH acknowledges that the County of Johnston may utilize 500,000 GPD of the 1,750,000 GPD when the assignment to the TOWN expires or is otherwise revoked, but in no case beyond the terms, conditions and timeframes identified by this Amended AGREEMENT without further amendment. If and when the 500,000 GPD of assigned capacity, or any portion thereof, expires or is revoked, the 1,750,000 GPD allocated to the TOWN under this Amended AGREEMENT shall be reduced accordingly.
8. The TOWN agrees to pay RALEIGH the monthly bill which is based on RALEIGH's cost of operation, maintenance, future debt service and overhead on RALEIGH's collection, pumping and treatment facilities attributable to the amount of total wastewater delivered by the TOWN's facilities to the Raleigh sewerage collection system and all other sums due and payable by the TOWN to RALEIGH pursuant to the terms of this Amended AGREEMENT. A monthly bill sent to the TOWN will be based only upon its reserve treatment capacity to determine the final monthly bill amount, as shown in the formula in "Exhibit 2" sample bill. Current contract customer rates and charges are set out in "Exhibit 3" and shall be subject to periodic revision by RALEIGH. In calculating the customer charges for the TOWN, RALEIGH included a credit for the capital capacity reserve charge paid by the TOWN in

accordance with Paragraph 7 of the ORIGINAL AGREEMENT. RALEIGH reviews and revises such rate structures for contract sewer service on an annual basis and when made, said revised rate structures shall be made a part of this Amended AGREEMENT and TOWN agrees to pay RALEIGH based on revised rates adopted by RALEIGH. RALEIGH will perform billing for the sewer service on a monthly basis. The TOWN agrees to pay for the 1 MGD of capacity acquired in the ORIGINAL AGREEMENT each month before payment will be due and payable for the .75 MGD of additional capacity acquired by the Amended AGREEMENT. The first bill will be calculated and issued within 21 days of the end of the first month. After the initial bill is issued, all others will continue on a monthly frequency. All bills received by the TOWN for sewer service are due and payable within 15 days after receipt.

9. The monthly sewer bill submitted by RALEIGH to the TOWN for the TOWN system shall be based on the following:

(a) Discovery by RALEIGH of violations of discharge limitations as provided in the RALEIGH SUO, including toxic substances or heavy metals, by the TOWN shall be reported by RALEIGH to the TOWN within 24 hours of the analysis identifying such violation. Repeated violations by the TOWN of the RALEIGH SUO will result in RALEIGH interrupting or terminating the TOWN's sewer service from RALEIGH.

(b) In the case of the TOWN exceeding either its average or peak flow rate as stated in Section 4 in any month, the TOWN will pay a double rate for the entire volume of sewer service for that month. Average flow rate shall be defined as the total volume of wastewater discharged to RALEIGH during a month divided by the number of days in the month. Peak flow rate shall be defined as any rate of flow greater than 3,125 GPM, sustained for a period of 2.0 hours or longer.

10. The TOWN has a User Charge system, which generates sufficient revenue to provide for the adequate and proper operation, maintenance, replacement and repair of its sewerage system, including payment for sewer service rendered to the TOWN by RALEIGH. Such User Charge system shall be updated as may be necessary to maintain sufficient funding as required for proper sewer collection system operation, maintenance, repair and replacement, as defined by the United States Environmental Protection Agency (USEPA) and the North Carolina Department of Environmental Quality (NCDEQ).

11. The TOWN has a Sewer Use Ordinance (Industrial Pretreatment Program), which is no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN's Sewer Use Ordinance is in compliance with all current NCDEQ rules or USEPA Regulations. Any

amendments or revision of TOWN's Sewer Use Ordinance shall be subject to review and approval by RALEIGH prior to adoption by the TOWN. The TOWN shall amend its Sewer Use Ordinance as required in the future to assure that it is continuously in compliance with appropriate NCDEQ rules and USEPA regulations, and no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN shall allow RALEIGH periodically to review the administration of the TOWN's Industrial Pretreatment Program, shall provide RALEIGH with copies of all permits for the Industrial Pretreatment Program for the TOWN, and shall allow RALEIGH to review and approve any new permits or modifications to existing permits that discharge to the TOWN's SEWER SYSTEM and to RALEIGH, prior to the TOWN issuing a final permit. RALEIGH shall review and approve, if compliant with the TOWN and RALEIGH Sewer Use Ordinances and North Carolina Division of Water Resources pretreatment regulations, all such new permits and modifications to existing permits within thirty days of the TOWN's request for approval; if RALEIGH does not take action within thirty days, the TOWN's request shall automatically be deemed granted. The TOWN will not issue Industrial Pre-treatment permits to biopharmaceutical manufacturing facilities to discharge wastewater into the TOWN's SEWER SYSTEM that subsequently will be sent to RALEIGH for treatment, except during periods of discharge that have been previously authorized in writing by the Director of Raleigh Water. The TOWN will also ensure that wastewater from biopharmaceutical manufacturing facilities is not discharged or sent to Raleigh for treatment except during periods of discharge that have been previously authorized in writing by the Director of Raleigh Water. The TOWN will be responsible for billing, collecting, and retaining the surcharges from the appropriate industries. The TOWN will establish and follow its "Enforcement Response Plan." If necessary, the TOWN will interrupt or terminate the violating industry's water or sewer service in order to gain sewer use ordinance compliance. If the TOWN fails to terminate the violating industry's water and sewer service after at least 24 hour written notification to the TOWN and the industry discharges to RALEIGH as previously described, then RALEIGH will interrupt or terminate the TOWN's sewer service from RALEIGH, until the TOWN terminates service from the violating industry or the discharge into RALEIGH's sewer treatment system wastewater from biopharmaceutical industries. RALEIGH's authority to interrupt or terminate the TOWN's service pursuant to this paragraph is not limited by or subject to the requirements of Paragraph 16. of this AGREEMENT.

12. (a) Should a sewer overflow occur at the TOWN's connection point or within RALEIGH'S Neuse River Interceptor Sewer Transmission Main as a result of the TOWN's or the County of Johnston's discharge of wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from to the overflow condition. Should a sewer overflow in the opinion of the RALEIGH Public Utilities Director be imminent at

the TOWN's connection point or within RALEIGH'S Neuse River Interceptor Sewer Transmission Main as a result of the TOWN's or the County of Johnston's discharge of wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from the overflow condition, upon notification by RALEIGH. Furthermore, the TOWN shall and does hereby assume, and agrees to indemnify and hold harmless RALEIGH, its successors and assigns, from and against all loss, claims, damages, penalties, fines, costs, expenses including attorney's fees, damage to property caused by, or in any way resulting from an overflow event as described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

(b) The TOWN shall and does hereby assume and agrees to hold harmless RALEIGH, its successors and assigns, from and against all loss, costs, claims, penalties, fines, expenses including attorney's fees, and damages caused by or in any way resulting from a biological upset of the RALEIGH Neuse River Resource Recovery Facility as a result of the levels of metals or toxic contaminants contained in the wastewater being discharged by the TOWN or County of Johnston into the collection system of RALEIGH. The TOWN shall immediately take any and all necessary action to eliminate the discharge of such contaminants following RALEIGH notification and any additional actions identified by RALEIGH as necessary to the mitigation of the damage arising from the discharge to metals or toxic contaminants.

(c) Should a sewer overflow occur, or in the opinion of the TOWN's Public Utilities Director be imminent, at the TOWN's CONNECTION as a result of the sewer flowrate in RALEIGH's system, regardless of the cause, RALEIGH shall immediately take any and all remedial action, within its control and legal authority, necessary to eliminate the overflow condition following notification from the TOWN and to mitigate the environmental harm and other damages resulting from the overflow condition. Furthermore, RALEIGH shall and does hereby assume and agrees to hold harmless the TOWN, its successors and assigns, from and against all loss, claims, damages, penalties, fines, cost, expenses including attorney's fees, damage to property caused by an overflow event described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

13. The TOWN agrees that any extensions of, or points of connection to its sewerage system where the sewer is to be discharged to RALEIGH will take place only within the TOWN's sewer service area and as otherwise authorized by this Amended AGREEMENT.

14. The term of this Amended AGREEMENT shall be for a period of 20 years from the date of execution, February 27, 2007 of the ORIGINAL AGREEMENT to February 27, 2027, and shall terminate at the end of the term unless otherwise extended by mutual agreement between the TOWN and RALEIGH or unless RALEIGH's NEUSE ESTUARY ALLOCATION for the Neuse Estuary is reduced by NCDEQ in the NRRRF's NPDES permit. If RALEIGH receives notification from NCDEQ that the NEUSE ESTUARY ALLOCATION for RALEIGH'S NRRRF is proposed to be reduced in the NPDES permit, RALEIGH will promptly notify the TOWN, and unless RALEIGH determines in its sole discretion that it can continue to receive a specified amount of sewerage flow from the TOWN under this Amended AGREEMENT, this Amended AGREEMENT will terminate on the effective date of the amendment to the NRRRF'S NPDES permit reducing the NEUSE ESTUARY ALLOCATION for RALEIGH'S NRRRF.

15. To the extent permitted by North Carolina law, 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, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract 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 provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

16. Except as otherwise provided in this Amended AGREEMENT, RALEIGH may terminate this Amended AGREEMENT and the consent for the TOWN to discharge wastewater into RALEIGH's sewer collection system upon thirty days prior written notice of the TOWN's default of any covenant or term hereof, which default is not cured within thirty days after receipt of such notice of default.

17. RALEIGH hereby represents and warrants that the system of charges and fees set out in this Amended AGREEMENT are no higher than any other similar agreements to accept wastewater by and between RALEIGH and any other entity, except as is unique to the TOWN due to its geographical location and connection to the RALEIGH system.

18. In consideration of RALEIGH'S consent to provide sewer service to the TOWN, the TOWN agrees to consider mutually beneficial future partnerships with RALEIGH in the development of other agreements for such issues as emergency and permanent water and sewer system interconnections, water reuse, biosolids reuse, biosolids landfilling and raw water supply reservoir development, such as on Little River and Middle Creek.

19. No party may transfer or assign its rights under this AGREEMENT without written approval from the governing boards of both the TOWN and RALEIGH. This AGREEMENT shall bind the parties hereto, respective successors permitted assigns and transferees.

20. All matters relating to this Amended AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

21. The invalidity or unenforceability of any particular provision of this Amended AGREEMENT shall not affect the other provisions herein and the Amended AGREEMENT shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

22. With the exception of the Johnston County Interlocal Agreement, this Amended AGREEMENT, including the payment of the capacity for the 1 MGD of capacity as set out in the ORIGINAL AGREEMENT, contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and all prior agreements or understandings of the parties hereto are hereby revoked. There are no agreements, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein or incorporated herein. The parties further agree that changes in the names of facilities and State or local agencies will be used in place of the names or designations included herein.

IN TESTIMONY WHEREOF, RALEIGH and the TOWN have caused this Second Amendment to be executed below by their respective Managers, their corporate seals affixed and attested by their respective Clerks, approved by their respective Attorneys, all by the authority of their respective Councils, as the day and year first written.

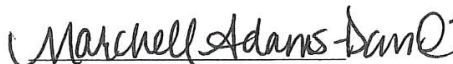
ATTEST:

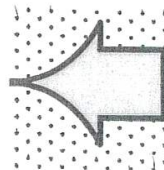


CITY CLERK
(Attach Municipal Seal)



CITY OF RALEIGH

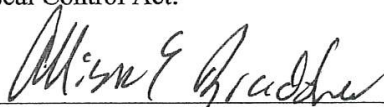

CITY MANAGER



APPROVED as to form:


CITY ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Chief Financial Officer (or designee)

ATTEST:

Kimberly A. Maylett
TOWN CLERK
(Attach Municipal Seal)



TOWN OF CLAYTON

[Signature]
TOWN MANAGER

APPROVED AS TO FORM

[Signature]
TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Chief Financial Officer (or designee)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

THIRD AMENDMENT TO THE CLAYTON/RALEIGH
INTERLOCAL AGREEMENT

The ORIGINAL AGREEMENT was made and entered into on the 27th day of February, 2007, by and between the CITY OF RALEIGH, a municipal corporation existing under the Laws of the State of North Carolina (hereinafter referred to as RALEIGH), and the TOWN OF CLAYTON, a municipal corporation existing under the Laws of the State of North Carolina (hereinafter referred to as the TOWN). Amendment #1 to the ORIGINAL AGREEMENT was made and entered into on the 14th day of September, 2015; Amendment #2 to the ORIGINAL AGREEMENT was made and entered into on the 23rd day of November 2021. This AMENDMENT #3 is made and entered into this the _____ day of _____, 2021 by and between RALEIGH and the TOWN and is hereinafter referred to as the “Amended Agreement” (as defined below).

W I T N E S S E T H:

WHEREAS, RALEIGH is the owner and operator of a wastewater collection system and the Neuse River Resource Recovery Facility (NRRRF), which has 75 million gallons per day (MGD) of total permitted treatment capacity, and

WHEREAS, pursuant to Sections 6 and 7 the ORIGINAL Agreement, the TOWN has reserved and paid \$1,800,000 for its original allocation of 500,000 MGD of treatment capacity from the NRRRF and following the assignment by Johnston County of its 500,000 GPD allocation to the TOWN (the “Johnston County Allocation”), \$1,800,000 for the Johnston County Allocation;

WHEREAS, the TOWN has reviewed and analyzed different options for their wastewater treatment system needs and obligations in the TOWN’s sanitary sewer collection system, and

WHEREAS, the most cost effective, environmentally sound, and best short-term method of wastewater collection, treatment and disposal for the TOWN’s sewer system is achieved by supplementing the TOWN's existing wastewater collection and treatment capacity by conveying a portion of the TOWN’s wastewater through use of an existing connection between the TOWN’s existing sewer system and RALEIGH's wastewater collection system for treatment at RALEIGH's Neuse River Resource Recovery Facility.

WHEREAS, the TOWN is undertaking an expansion of its wastewater treatment capacity to address its long-term needs.

WHEREAS, RALEIGH and the TOWN agree that the TOWN will continue its duties as established in the ORIGINAL AGREEMENT and receive an additional .75 MGD of sewer capacity for treatment of sewage, and the parties further agree that the cost for the 1 MGD of capacity available under the ORIGINAL AGREEMENT will be as set forth in Paragraph 7 of the ORIGINAL AGREEMENT and the cost for the additional .75 MGD will be as set forth in Paragraphs 8 and 9 of this Amended AGREEMENT.

NOW, THEREFORE, for and in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by RALEIGH and the TOWN, the parties mutually agree as follows:

1. Definitions: As used in this Amended Agreement, the terms listed below mean:
 - A. "ORIGINAL AGREEMENT" means the original Agreement between RALEIGH and the TOWN dated February 27, 2007 as amended by Amendment #1 dated September 14, 2015 and Amendment #2 date November 23, 2021. By this Third Amendment also referred to as the "Amended AGREEMENT", the parties have replaced and modified provisions of the ORIGINAL AGREEMENT as originally adopted and only those original provisions of the ORIGINAL AGREEMENT appearing in this Amended AGREEMENT remain in effect.
 - B. "Amended AGREEMENT" means this Third Amendment to the ORIGINAL AGREEMENT.
 - C. "CONNECTION" means (i) the sewer force main extension pipeline; (ii) the flow measurement and metering facility; and (iii) the wastewater sampling station installed, maintained and operated to effectuate the purposes of this Inter Local Agreement.
 - D. "TOWN SEWER SYSTEM" means any portion of the sanitary sewer collection system owned, maintained and operated by the TOWN which effectuates the purposes of this Inter Local Agreement.
 - E. "NEUSE ESTUARY ALLOCATION" means the amount of Total Nitrogen loading which the Neuse River Resource Recovery Facility is authorized by its NPDES permit to discharge which reaches the Neuse Estuary, as established pursuant to 15 NCAC 2B .0713.
 - F. "NPDES PERMIT" means NPDES Permit NC0029033 issued to RALEIGH to operate the Neuse River Resource Recovery Facility pursuant to N.C. Gen. Stat. §143-215.1 as in effect at the time the permit is applied as a part of this Amended AGREEMENT.

2. This Amended AGREEMENT is made pursuant to Article 20, Part 1 of N.C. Gen. Stat. Chapter 160A. The purpose of this Amended AGREEMENT is to establish, for each unit of local government, the terms and conditions for the sale and/or purchase of sewerage capacity by each unit of local government and for the conveyance of such sewerage by each unit of local government as an intermediary. The TOWN and Johnston County entered into an agreement by which the County assigned to the TOWN the capacity for sewer treatment available pursuant to the Interlocal Agreement between RALEIGH and the County of Johnston dated 27 February, 2007, as Amended by the First Amendment to the Johnston County/Raleigh Interlocal Agreement (the Johnston County Interlocal Agreement), and assigned to the TOWN other functions and duties otherwise applicable to the County under this AGREEMENT between the TOWN and RALEIGH within the service area which was the subject of the assignment. See attached "Exhibit 1." The TOWN agrees that its duties and responsibilities under the ORIGINAL AGREEMENT were altered by the Assignment and that any language contrary to the duties and responsibilities of the TOWN as otherwise set forth in this Amended AGREEMENT are controlled by and established as set forth in the Assignment which is attached as Exhibit A to this Amended AGREEMENT. Should the County of Johnston cancel or withdraw from the Assignment, or otherwise assume control of all or any part of the capacity provided in the Johnston County Interlocal Agreement, this Amended AGREEMENT will be adjusted and applied in light of the changes for which notice is given to RALEIGH by both the TOWN and the County of Johnston.

3. The TOWN shall be responsible for the operation and maintenance of the TOWN SEWER SYSTEM.

4. The TOWN has completed the construction of the "CONNECTION" from the TOWN to RALEIGH's existing wastewater collection system and facilities at the pump station as required in the ORIGINAL AGREEMENT. The TOWN shall own all such improvements, but RALEIGH shall be responsible for operation and maintenance of the portion of the CONNECTION which is in Wake County. The TOWN shall be responsible for operation and maintenance from the point of connection with the metering facility to Wake Johnston County line. The CONNECTION to RALEIGH was made and completed in a manner acceptable to RALEIGH. RALEIGH reserves the right to make future connections to the 16-inch sewer force main within the portion of the sewer force main RALEIGH is responsible for operating and maintaining within Wake County. Any future RALEIGH sewer connections to the sewer force main shall not reduce the capacity of the sewer force main to transmit a combined 1.75 MGD, Peak Flow rate 3,125 Gallons per Minute (GPM) from Johnston County and Clayton to RALEIGH. In addition to the existing wastewater transmission system, the TOWN agrees to continue the use of odor control facilities to dose the wastewater to be conveyed by the TOWN to RALEIGH with RALEIGH approved odor control chemicals, including Bioxide, prior to discharging any wastewater to RALEIGH.

Until otherwise directed, the TOWN agrees to dose the wastewater with Bioxide at the dosage designated by RALEIGH and to use any additional odor control chemicals at the dosage designated by RALEIGH. The cost of continuously operating the odor control facilities is entirely the responsibility of the TOWN.

5. Except as otherwise provided in 4., the TOWN shall be responsible for the operation and maintenance of the CONNECTION. The TOWN agrees that RALEIGH shall have access to the CONNECTION and the TOWN SEWER SYSTEM along with the authority to engage in any activity necessary for the performance of its responsibility to operate and maintain the flow meter and the sampling station.

6. RALEIGH shall accept and treat the wastewater flow from the TOWN at the flowing rates and volumes listed below: Average Daily Flow: 1,750,000 Gallons per Day (GPD), Peak Flow Rate: 3,125 GPM so long as the assignment by the County of Johnston to the TOWN continues and the TOWN complies in all conditions set forth in the Amended AGREEMENT. Wastewater discharged to RALEIGH shall comply with the quality and constituent limitations as defined in the RALEIGH Sewer Use Ordinance (SUO) at Raleigh City Code Part 3, Chapter 2, Article C., including all future amendments and revisions of the SUO.

7. RALEIGH will accept a total sewer flow up to 1,750,000 GPD from the TOWN upon the approval and execution of this Third Amendment to the ORIGINAL AGREEMENT by the TOWN unless the applicable NPDES permit issued to the Neuse River Resource Recovery Facility is revised to reduce the NEUSE ESTUARY ALLOCATION that is available to RALEIGH or the assignment by the County of Johnston to the TOWN is altered or terminated. RALEIGH acknowledges that the County of Johnston may utilize 500,000 GPD of the 1,750,000 GPD when the assignment to the TOWN expires or is otherwise revoked, but in no case beyond the terms, conditions and timeframes identified by this Amended AGREEMENT without further amendment. If and when the 500,000 GPD of assigned capacity, or any portion thereof, expires or is revoked, the 1,750,000 GPD allocated to the TOWN under this Amended AGREEMENT shall be reduced accordingly.

8. The TOWN agrees to pay RALEIGH the monthly bill which is based on RALEIGH's cost of operation, maintenance, future debt service and overhead on RALEIGH's collection, pumping and treatment facilities attributable to the amount of total wastewater delivered by the TOWN's facilities to the Raleigh sewerage collection system and all other sums due and payable by the TOWN to RALEIGH pursuant to the terms of this Amended AGREEMENT. A monthly bill sent to the TOWN will be based only upon its reserve treatment capacity to determine the final monthly bill amount, as shown in the formula in "Exhibit 2" sample bill. Current contract customer rates and charges are set out in "Exhibit 3" and shall be subject to periodic revision by RALEIGH. In calculating the customer charges for the TOWN,

RALEIGH included a credit for the capital capacity reserve charge paid by the TOWN in accordance with Paragraph 7 of the ORIGINAL AGREEMENT. RALEIGH reviews and revises such rate structures for contract sewer service on an annual basis and when made, said revised rate structures shall be made a part of this Amended AGREEMENT and TOWN agrees to pay RALEIGH based on revised rates adopted by RALEIGH. RALEIGH will perform billing for the sewer service on a monthly basis. The TOWN agrees to pay for the 1 MGD of capacity acquired in the ORIGINAL AGREEMENT each month before payment will be due and payable for the .75 MGD of additional capacity acquired by the Amended AGREEMENT. The first bill will be calculated and issued within 21 days of the end of the first month. After the initial bill is issued, all others will continue on a monthly frequency. All bills received by the TOWN for sewer service are due and payable within 15 days after receipt.

9. The monthly sewer bill submitted by RALEIGH to the TOWN for the TOWN system shall be based on the following:

(a) Discovery by RALEIGH of violations of discharge limitations as provided in the RALEIGH SUO, including toxic substances or heavy metals, by the TOWN shall be reported by RALEIGH to the TOWN within 24 hours of the analysis identifying such violation. Repeated violations by the TOWN of the RALEIGH SUO will result in RALEIGH interrupting or terminating the TOWN's sewer service from RALEIGH.

(b) In the case of the TOWN exceeding either its average or peak flow rate as stated in Section 4 in any month, the TOWN will pay a double rate for the entire volume of sewer service for that month. Average flow rate shall be defined as the total volume of wastewater discharged to RALEIGH during a month divided by the number of days in the month. Peak flow rate shall be defined as any rate of flow greater than 3,125 GPM, sustained for a period of 2.0 hours or longer.

10. The TOWN has a User Charge system, which generates sufficient revenue to provide for the adequate and proper operation, maintenance, replacement and repair of its sewerage system, including payment for sewer service rendered to the TOWN by RALEIGH. Such User Charge system shall be updated as may be necessary to maintain sufficient funding as required for proper sewer collection system operation, maintenance, repair and replacement, as defined by the United States Environmental Protection Agency (USEPA) and the North Carolina Department of Environmental Quality (NCDEQ).

11. The TOWN has a Sewer Use Ordinance (Industrial Pretreatment Program), which is no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN's Sewer Use

Ordinance is in compliance with all current NCDEQ rules or USEPA Regulations. Any amendments or revision of TOWN's Sewer Use Ordinance shall be subject to review and approval by RALEIGH prior to adoption by the TOWN. The TOWN shall amend its Sewer Use Ordinance as required in the future to assure that it is continuously in compliance with appropriate NCDEQ rules and USEPA regulations, and no less stringent than the Sewer Use Ordinance of RALEIGH. The TOWN shall allow RALEIGH periodically to review the administration of the TOWN's Industrial Pretreatment Program, shall provide RALEIGH with copies of all permits for the Industrial Pretreatment Program for the TOWN, and shall allow RALEIGH to review and approve any new permits or modifications to existing permits that discharge to the TOWN's SEWER SYSTEM and to RALEIGH, prior to the TOWN issuing a final permit. RALEIGH shall review and approve, if compliant with the TOWN and RALEIGH Sewer Use Ordinances and North Carolina Division of Water Resources pretreatment regulations, all such new permits and modifications to existing permits within thirty days of the TOWN's request for approval; if RALEIGH does not take action within thirty days, the TOWN's request shall automatically be deemed granted. The TOWN may send wastewater from biopharmaceutical manufacturing facilities that discharge wastewater into the TOWN's SEWER SYSTEM to RALEIGH for treatment only during periods of discharge that have been previously authorized in writing by the Director of Raleigh Water, and only from biopharmaceutical manufacturing facilities that have been authorized in writing by the Director of Raleigh Water. The TOWN will be responsible for billing, collecting, and retaining the surcharges from the appropriate industries. The TOWN will establish and follow its "Enforcement Response Plan." If necessary, the TOWN will interrupt or terminate the violating industry's water or sewer service in order to gain sewer use ordinance compliance. If the TOWN fails to terminate the violating industry's water and sewer service after at least 24 hour written notification to the TOWN and the industry discharges to RALEIGH as previously described, then RALEIGH will interrupt or terminate the TOWN's sewer service from RALEIGH, until the TOWN terminates service from the violating industry or the discharge into RALEIGH's sewer treatment system wastewater from biopharmaceutical industries. RALEIGH's authority to interrupt or terminate the TOWN's service pursuant to this paragraph is not limited by or subject to the requirements of Paragraph 16. of this AGREEMENT.

12. (a) Should a sewer overflow occur at the TOWN's connection point or within RALEIGH'S Neuse River Interceptor Sewer Transmission Main as a result of the TOWN's or the County of Johnston's discharge of wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from to the overflow condition. Should a sewer overflow in the opinion of the RALEIGH Public Utilities Director be imminent at the TOWN's connection point or within RALEIGH'S Neuse River Interceptor Sewer

Transmission Main as a result of the TOWN's or the County of Johnston's discharge of wastewater into RALEIGH's sewerage collection system, regardless of the cause, the TOWN shall immediately take any and all necessary remedial action, to eliminate the overflow condition and to mitigate the environmental harm and other damages resulting from the overflow condition, upon notification by RALEIGH. Furthermore, the TOWN shall and does hereby assume, and agrees to indemnify and hold harmless RALEIGH, its successors and assigns, from and against all loss, claims, damages, penalties, fines, costs, expenses including attorney's fees, damage to property caused by, or in any way resulting from an overflow event as described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

(b) The TOWN shall and does hereby assume and agrees to hold harmless RALEIGH, its successors and assigns, from and against all loss, costs, claims, penalties, fines, expenses including attorney's fees, and damages caused by or in any way resulting from a biological upset of the RALEIGH Neuse River Resource Recovery Facility as a result of the levels of metals or toxic contaminants contained in the wastewater being discharged by the TOWN or County of Johnston into the collection system of RALEIGH. The TOWN shall immediately take any and all necessary action to eliminate the discharge of such contaminants following RALEIGH notification and any additional actions identified by RALEIGH as necessary to the mitigation of the damage arising from the discharge to metals or toxic contaminants.

(c) Should a sewer overflow occur, or in the opinion of the TOWN's Public Utilities Director be imminent, at the TOWN's CONNECTION as a result of the sewer flowrate in RALEIGH's system, regardless of the cause, RALEIGH shall immediately take any and all remedial action, within its control and legal authority, necessary to eliminate the overflow condition following notification from the TOWN and to mitigate the environmental harm and other damages resulting from the overflow condition. Furthermore, RALEIGH shall and does hereby assume and agrees to hold harmless the TOWN, its successors and assigns, from and against all loss, claims, damages, penalties, fines, cost, expenses including attorney's fees, damage to property caused by an overflow event described above. RALEIGH and the TOWN each agree to assist in the defense of any cause of actions, whether civil or administrative, arising from the overflow condition.

13. The TOWN agrees that any extensions of, or points of connection to its sewerage system where the sewer is to be discharged to RALEIGH will take place only within the TOWN's sewer service area and as otherwise authorized by this Amended AGREEMENT.

14. The term of this Amended AGREEMENT shall be for a period of 33 years from the date of execution, February 27, 2007 of the ORIGINAL AGREEMENT to February 27, 2040, and shall terminate at the end of the term unless otherwise extended by mutual agreement between the TOWN and RALEIGH or unless RALEIGH's NEUSE ESTUARY ALLOCATION for the Neuse Estuary is reduced by NCDEQ in the NRRRF's NPDES permit. If RALEIGH receives notification from NCDEQ that the NEUSE ESTUARY ALLOCATION for RALEIGH'S NRRRF is proposed to be reduced in the NPDES permit, RALEIGH will promptly notify the TOWN, and unless RALEIGH determines in its sole discretion that it can continue to receive a specified amount of sewerage flow from the TOWN under this Amended AGREEMENT, this Amended AGREEMENT will terminate on the effective date of the amendment to the NRRRF'S NPDES permit reducing the NEUSE ESTUARY ALLOCATION for RALEIGH'S NRRRF.

15. To the extent permitted by North Carolina law, 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, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract 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 provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

16. Except as otherwise provided in this Amended AGREEMENT, RALEIGH may terminate this Amended AGREEMENT and the consent for the TOWN to discharge wastewater into RALEIGH's sewer collection system upon thirty days prior written notice of the TOWN's default of any covenant or term hereof, which default is not cured within thirty days after receipt of such notice of default.

17. RALEIGH hereby represents and warrants that the system of charges and fees set out in this Amended AGREEMENT are no higher than any other similar agreements to accept wastewater by and between RALEIGH and any other entity, except as is unique to the TOWN due to its geographical location and connection to the RALEIGH system.

18. In consideration of RALEIGH'S consent to provide sewer service to the TOWN, the TOWN agrees to consider mutually beneficial future partnerships with RALEIGH in the development of other agreements for such issues as emergency and permanent water and sewer system interconnections, water reuse, biosolids reuse, biosolids landfilling and raw water supply reservoir development, such as on Little River and Middle Creek.

19. No party may transfer or assign its rights under this AGREEMENT without written approval from the governing boards of both the TOWN and RALEIGH. This AGREEMENT shall bind the parties hereto, respective successors permitted assigns and transferees.

20. All matters relating to this Amended AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

21. The invalidity or unenforceability of any particular provision of this Amended AGREEMENT shall not affect the other provisions herein and the Amended AGREEMENT shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

22. With the exception of the Johnston County Interlocal Agreement, this Amended AGREEMENT, including the payment of the capacity for the 1 MGD of capacity as set out in the ORIGINAL AGREEMENT, contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and all prior agreements or understandings of the parties hereto are hereby revoked. There are no agreements, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein or incorporated herein. The parties further agree that changes in the names of facilities and State or local agencies will be used in place of the names or designations included herein.

IN TESTIMONY WHEREOF, RALEIGH and the TOWN have caused this Third Amendment to be executed below by their respective Managers, their corporate seals affixed and attested by their respective Clerks, approved by their respective Attorneys, all by the authority of their respective Councils, as the day and year first written.

ATTEST:

CITY OF RALEIGH

CITY CLERK
(Attach Municipal Seal)

CITY MANAGER

APPROVED:

CITY ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer (or designee)

ATTEST:

TOWN OF CLAYTON

TOWN CLERK
(Attach Municipal Seal)

TOWN MANAGER

APPROVED AS TO FORM

TOWN ATTORNEY

This instrument has been pre-audited in the manner
required by the Local Government Budget and
Fiscal Control Act.

Chief Financial Officer (or designee)

**TOWN OF CLAYTON
RESOLUTION TO APPROVE THIRD AMENDMENT TO THE
CLAYTON-RALEIGH INTERLOCAL AGREEMENT FOR
WASTEWATER SERVICES**

WHEREAS, the Town of Clayton (“Town”) and the City of Raleigh (“Raleigh”) entered into an Interlocal Agreement dated February 27, 2007, as amended on September 14, 2015 (First Amendment) and November 23, 2021 (Second Amendment), for the conveyance and treatment of wastewater; and

WHEREAS, the Town seeks to ensure continuity of bulk wastewater services to support existing customers, responsible growth, redundancy, and regulatory compliance while advancing its long-term treatment expansion; and

WHEREAS, the proposed Third Amendment updates the parties’ rights and obligations, including confirmation of total treatment capacity available to the Town, billing and rate provisions, industrial pretreatment coordination, operational responsibilities, and term through February 27, 2040; and

WHEREAS, the Town Council finds that entering the Third Amendment is in the best interest of the Town and its utility customers;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of Clayton that:

1. The Town Council hereby approves the Third Amendment to the Interlocal Agreement between the Town of Clayton and the City of Raleigh in substantial form, pending final legal review and approval by the Town Attorney.
2. The Town Manager or designee is authorized to execute the Third Amendment, together with any related or administrative documents necessary to fulfill the terms and implement the provisions of the agreement on behalf of the Town.

Duly adopted this 3rd day of November 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi L. Holland, MMC, NCCMC
Town Clerk