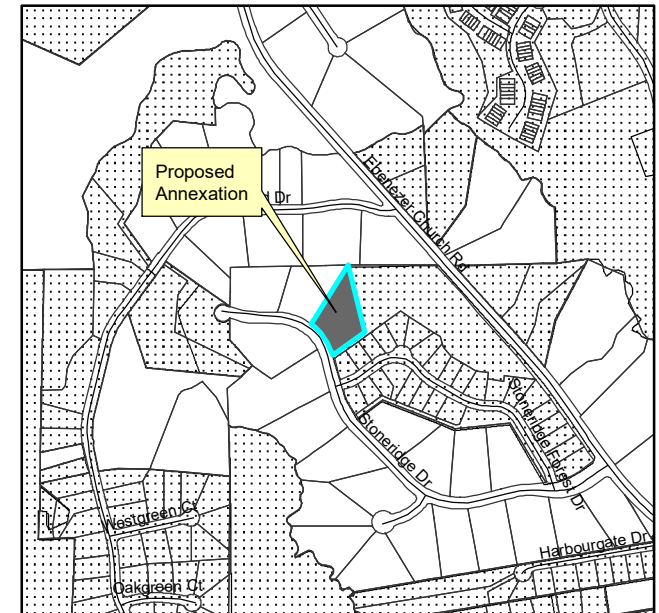







1 inch = 250 feet

**5016 STONERIDGE DR  
CONTIGUOUS PETITION ANNEXATION  
PROPOSED EFFECTIVE 12/7/21**



-  Proposed City Limits
-  Existing City Limits
-  ETJ

1 inch = 1,000 feet



ANNEXATION ORDINANCE# \_\_\_\_\_

ORDINANCE ADOPTION DATE \_\_\_\_\_

APPROVED EFFECTIVE DATE \_\_\_\_\_

Subdivision or Building Permit Transaction Reference Number \_\_\_\_\_

Council District   D  

Annexation Case File# AX-23-2021

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE ON IT AS TO METES AND BOUNDS OF INDIVIDUAL PROPERTIES MAY BE MADE.

This exhibit meets all statutory requirements for recording. \_\_\_\_\_

Planning Director / Wake County Review Officer

Date

# Petition for Annexation into Raleigh City Limits

Planning and Development Department • One Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2682



## Section A Submittal Deadlines

Petitions for annexation are accepted by Planning and Development at any time. Fees are required at the time of submittal. The annexation will be scheduled for public hearing and becomes effective immediately upon adoption at the scheduled public hearing unless notified otherwise by the City Clerk.

## Section B Summary Information / Metes and Bounds Descriptions

Development Project Name:

Stoneridge

Stoneridge

Street Address:

5016 Stoneridge Dr

5016 Stoneridge Dr

City of Raleigh Subdivision approval #:

S-15-1140 or

Building Permit #:

or

Group Housing #:

GH- - - - -

Wake County (PINs) Property Identification Number(s):

078279718

Acreage of Annexation Site:

1.50 AC

Linear Feet of New Public Streets within Annexation Boundaries:

±198'

Annexation site is requesting connection to City of Raleigh Water ☒ and/or Sewer ☐

Number of proposed dwelling units:

0

### Total Breakdown of Dwelling Units

Single-Family Home

Unit Count: 1

Multi-Family - Condo/Apartment

Unit Count: \_\_\_\_\_

Multi-Family - Townhouse

Unit Count: \_\_\_\_\_

Complete only for Townhome Units:

Are there more than 6 units in one group of townhomes? ☐ Y ☐ N

Complete only for Condo/Apartment units:

Are buildings multi-story with stacked units?

☐ Y ☐ N

Will there be a community trash compactor?

☐ Y ☐ N

Unit Count +/- Description:

Example

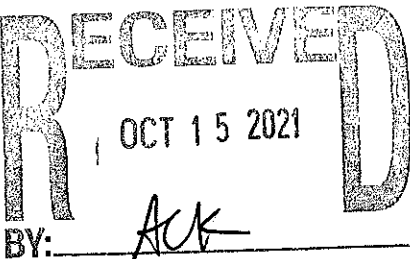
30 Studio + 1 Bath

50 1 BR + 1.5 Bath

Count Bedroom + Bath

\_\_\_\_ + \_\_\_\_\_  
\_\_\_\_ + \_\_\_\_\_  
\_\_\_\_ + \_\_\_\_\_

Building Square Footage of Non-Residential Space: N/A	
Specific proposed use (office, retail, warehouse, school, etc.): N/A	
Projected market value at build-out (land and improvements): \$ 525,278	
<b>Applicant Contact Information</b>	
Property Owner(s): MCPEAKE, HOLLAND T / MCPEAKE, DARLENE M	
Primary Mailing Address: 5016 Stonoridge Dr	
Phone: 919-782-3172	Email: hollandmcpeake@gmail.com
<b>Project Contact Information (if different than property owner)</b>	
Contact(s): Joe Cebina	
Primary Mailing Address: 6131 Falls of Nouse Road, Suite 200 Raleigh, NC	
Phone: 919-876-9200 ext. 1135	Email: jcebina@robuckhomes.com
<b>Written notes and bounds description of property to be annexed:</b> Attach additional sheets if necessary. An electronic copy in word format must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a> or <a href="mailto:Carmen.Kuan@raleighnc.gov">Carmen.Kuan@raleighnc.gov</a> .	


  
 RECEIVED  
 OCT 15 2021  
 BY: ACK

### Section C Annexation Petition

**State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina**

**Part 1** The undersigned, being all the owners of the real property described in this application (Section B) respectfully request the annexation of said property to the City of Raleigh, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Subdivision Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:



**Contiguous** to the present corporate limits of the City of Raleigh, North Carolina, or



**Not Contiguous** to the municipal limits of the City of Raleigh, North Carolina and is located within three miles of the municipal limits of the City of Raleigh, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

**Part 2** The undersigned certify that they have researched the assessment lien rolls of the City (located at <https://raleighnc.gov/services/doing-business/assessment-liens>), and that the property described in this application, including any portion thereof, ☐ is / ☒ is not (mark one) listed on any of the City's assessment lien rolls. If the property, or any portion thereof, is listed on the City's assessment lien rolls, the account number[s] for such assessment is \_\_\_\_\_.

**Part 3** NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. §160D-108 and G.S. §160D-108.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? ☐ Yes ☒ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 2<sup>nd</sup> day of September 2021 by the owners of the property described in Section B.

**Owner's Signature(s):**

Signature Holland McPeake Date 9/2/21

Signature Darlene YX. McPeake Date 9/2/21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

**Print Owner Name(s) and Information:**

Name: Holland McPeake Phone: (919) 522-6084

Address: 5016 Stoneridge Dr.

Name: Darlene McPeake Phone: (919) 782-3172

Address: 5016 Stoneridge Dr.

**Above signature(s) attested by**

Received by the City Council of Raleigh, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at a Council meeting duly held.

**Signature of the City Clerk and Treasurer:** \_\_\_\_\_

### Section D Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 8-2004 (a) and (b), which is generally a \$200 fee per dwelling, business, or industrial unit charged at the time sewer connection permit is issued if a property is outside the city limits, petitioner should submit the standard payment contract (see **Agreement**, pages 4-5). The project will be eligible for waiver of this sewer connection fee: (1) if corresponding petition is administratively recommended to be approved by City Council and (2) if the following payment contract has been submitted to the City with appropriate signatures.

State of North Carolina

County of Wake

Agreement

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

#### WITNESSETH

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

**WHEREAS**, The Owner has initiated a development project at \_\_\_\_\_,

City file \_\_\_\_\_, and said development contains sewer connections with the utility system of the City; and

**WHEREAS**, The parties hereto intend that during the pendency of the annexation petition, and after the petition has been recommended by staff to be approved by the City Council, the Owner should pay the City the same utility connection charges paid for developments located inside the corporate limits of the City, and further, if the City Council rejects the petition, then within thirty days following said rejection, the Owner shall pay additional moneys so that the total payment by Owner to the City is the same utility connection charges paid for developments located outside the City limits as set forth in Raleigh City Code Section 8-2004 (a) and (b).

**NOW THEREFORE**, in consideration for the mutual promises contained herein and other valuable consideration, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:

1. Owner will be allowed to commence development without paying the City outside sewer connection charges.
2. That in the event that the annexation petition made by Owner is rejected by the City, Owner shall pay to the City all sewer connection fees required of developments located outside the City limits, as set forth in Raleigh City Code Section 8-2004 (a) and (b). Full payment shall be made within thirty days following the action of the City to deny the annexation petition.
3. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the City in any cause of action for collection shall be entitled to interest at ten percent per annum plus reimbursement for all collection costs, including reasonable attorney fees.
4. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the Owner agrees to allow the City to retain, as liquidated damages, any and all reimbursements owed to Owner by the City.
5. All rights granted herein in favor of the City are cumulative and supplemental to any other powers the City may have, and the rights established herein in favor of the City shall not in any way diminish or restrict the

City from exercising its police powers.

6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Agreement may only be amended in writing signed by the parties hereto or their respective successors.
8. This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of North Carolina.
9. The parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of actual or perceived age, mental or physical disability, sex, religion, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin with reference to the subject matter of this Agreement, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of Raleigh City Code, Section 4-1004, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

Owner

By Carlene M. McLecke 16 m o peake Attest Steven J. Boykin

The City

By \_\_\_\_\_ Attest \_\_\_\_\_  
Marchell Adams-David, City Manager Gail G. Smith, City Clerk

North Carolina

Wake

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and Marchell Adams-David is the City Manager of the City of Raleigh, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation, that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Notary Public

Seal

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

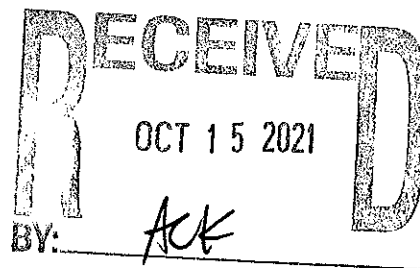
Add appropriate notarized acknowledgement for owner such as individual owners, corporation owners, partnership owners, or limited liability corporation (LLC) owners.



**Legal Description**

5016 Stoneridge Drive – McPeake Residence

BEING all of Lot 17 as shown on map entitled “Stoneridge”, prepared by Robert T. Newcomb, III, Registered Land Surveyor, as recorded in Book of Maps 1982, page 1120, Wake County Registry.







800 3087 PAGE 481

PRESENTED  
FOR  
REGISTRATION

FEB 8 4 56 PM '83

R.E. HENZIE, JR.  
REGISTER OF DEEDS  
WAKE COUNTY, N.C.

3150  
Excise Tax

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. .... 0117856  
Verified by ..... County on the ..... day of ....., 19 ....  
by .....

Mail after recording to ..... ROGERS & HARRIS .....

This instrument was prepared by ..... ROGERS & HARRIS .....

Brief description for the Index .....  
Lot 17, Stoneridge

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8th day of February, 1983, by and between

GRANTOR

ROGER WILLIAM STROBEL and wife,  
BETTY JEAN P. STROBEL

GRANTEE

HOLLAND T. McPEAKE and wife,  
DARLENE M. McPEAKE

4505 Lindsay Drive  
Raleigh, NC 27612

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Meredith, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 17 as shown on map entitled "Stoneridge", prepared by Robert T. Newcomb, III, Registered Land Surveyor, as recorded in Book of Maps 1982, page 1120, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in .  
Book 2795, page 641, Wake County Registry

A map showing the above described property is recorded in Plat Book 1982 Page 1120

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Title to the property hereinabove described is subject to the following exceptions:

Subject to restrictive covenants recorded in Book 2903, page 869, Wake County Registry; easements of record; and lien of ad valorem taxes for 1983.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

(Correctly Name)

**Box:**

**President**

**ATTENT:**

**Secretary (Corporate Seal)**

USE BLACK INK ONLY.

ROGER WILLIAM STROBEL

BETTY DEAN P. STROBEL

BETTY DEAN P. STROBEL

NORTH CAROLINA, Wake County

I, a Notary Public of the County and State aforesaid, certify that Roger William Strobel and wife, Betty Jean P. Strobel Grantee

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp as sent this 8th day of February 1983

My commission expires: 10-2-84 Theresa M. Brown Notary Public

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

personally came before me this day and acknowledged that .... he is ..... Secretary of

\*\*\*\*\* a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_

President, sealed with his corporate seal and attested by \_\_\_\_\_ as his \_\_\_\_\_ Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of Alfred M. Kruger

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

**R.B. McKENZIE, JR.**

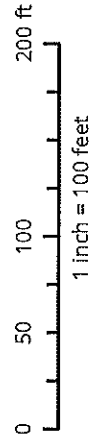
REGISTER OF DEEDS FOR Wade COUNTY

By Shastin C. Smith Deputy/Assistant Registrar of Deeds



# 5016 Stoneridge Drive - Annexation Exhibit

PIN: 0785279718  
PIN Ext: 000  
Real Estate ID: 0117856  
Map Name: 0785 06  
Owner: MCPKEAKE, HOLLAND T MCPKEAKE,  
DARLENE M  
Mail Address 1: 5016 STONERIDGE DR  
Mail Address 2: RALEIGH NC 27612-5223  
Mail Address 3:  
Deed Book: 003087  
Deed Page: 00481  
Deed Acres: 1.5  
Deed Date: 2/8/1983  
Building Value: \$345,278  
Land Value: \$180,000  
Total Value: \$525,278  
Billing Class: Individual  
Description: LO17 STONERIDGE SUB 82-1120  
BM1980 -00860  
Heated Area: 2823  
Street Name: STONERIDGE DR  
Site Address: 5016 STONERIDGE DR  
City:  
Planning Jurisdiction: RA  
Township: Meredith  
Year Built: 1983  
Sale Price: \$31,500  
Sale Date: 2/8/1983  
Use Type: SINGLFAM



**Disclaimer**  
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