

**ORDINANCE #99-29:**

**NORTH CAROLINA**

**MOORE COUNTY**

**ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF PINEHURST  
AND THE TOWN OF CARTHAGE**

**THAT WHEREAS**, the Village of Pinehurst (hereinafter referred to as the "VILLAGE") and the Town of Carthage (hereinafter referred to as the "TOWN"), both being duly incorporated municipalities, under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to and in the vicinity of the VILLAGE and TOWN and also to improve planning by public and private interest in such areas; and

**WHEREAS**, Chapter 143 of the Session Laws of the North Carolina General Assembly (hereinafter referred to as the "Act") authorized municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities; and

**WHEREAS**, The General Assembly of North Carolina, Session 1999, Session Law 1999-239, Senate Bill 18 has authorized said boundaries and conditions below.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREIN SET FORTH, THE VILLAGE AND THE TOWN HEREBY COVENANT AND AGREE AS FOLLOWS:**

**SECTION 1.** This Agreement is executed pursuant to the authority of Chapter 143 of the Session Laws of the North Carolina General Assembly (1989), but exclusive of Section 58.27(i) of G. S. 160-A.

**SECTION 2.** This Agreement shall terminate twenty (20) years after its effective date. It is agreed by both parties that neither the VILLAGE or TOWN will repeal the ordinance approving this agreement during its initial term of twenty (20) years.

**SECTION 3.** Attached hereto and incorporated by reference is Exhibit A, a map which shows an area of Moore County between the incorporated areas of the VILLAGE and TOWN, and described more fully in Exhibit B. Depicted in the map is a boundary line agreed upon as the limits of their respective future annexation in that area.

This line begins on the west at Murdocksville Road (SR 1209) at the point where Little River crosses the road; thence as the north bank of the channel of Little River easterly to the point where Little River crosses US Highway 15-501; thence as the center line of US highway 15-501 southerly to the intersection of the highway and McCaskill Road (SR 1838); thence as the center line of McCaskill Road easterly to the intersection with Napier Road (SR 6839).

**SECTION 4.** On Exhibit A, the area shown in vertical cross hatch lines in an area designated as "Pinehurst" no portion of this area is subject to annexation by the TOWN during the life of this agreement but is subject to annexation by the VILLAGE in accordance with applicable laws.

**SECTION 5.** On Exhibit A, the area shown in horizontal cross hatch lines in an area designated as "Carthage" no portion of this area is subject to annexation by the VILLAGE during the life of this agreement but is subject to annexation by the TOWN in accordance with applicable laws.

**SECTION 6.** Unless a joint service agreement is entered into between the parties, neither party shall extend services within the boundary line set forth in Section 4 and 5

hereof and the map attached as Exhibit A hereto. Services shall include, but are not limited to, water, sewer, fire, police and planning.

**SECTION 7.** Within six (6) months after the effective date of this agreement, both the VILLAGE and TOWN shall make a good faith effort to develop and adopt a joint land use plan for the area surrounding the U.S. Highway 15-501, N.C. Highway 73 and McCaskill Road intersections. Both the VILLAGE and TOWN shall make the land use plan binding on future land use decisions, allowed by applicable law, and neither the VILLAGE nor TOWN shall amend the land use plan without the approval of the other municipality.

**SECTION 8.** The effective date of this Agreement is October 18, 1999.

**SECTION 9.** At least ninety (90) days before the adoption of any annexation ordinance by either party, the party which is considering annexation shall give written notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement and roads, streams, and other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

**SECTION 10.** From and after the effective date of this Agreement, neither the VILLAGE nor the TOWN may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither the VILLAGE nor the TOWN may annex or study to be annexed all or any portion of any area in violation of the Act or this Agreement.

**SECTION 11.** Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

**SECTION 12.** Any party, which shall believe that a violation of the Act or this Agreement, has occurred shall have available to it all remedies and relief authorized by the Act in addition to such remedies and relief as are authorized by other applicable law.

(Municipal Seal)

Attest:

Mary McGraw  
Mary McGraw, Village Clerk

Village of Pinchurst  
By: Virginia F. Fallon  
Virginia F. Fallon, Mayor

Approved as to form:

John B. Clayton  
John B. Clayton, Village Attorney

Town of Carthage  
By: Douglas R. Bell  
, Mayor

Carol Sparks Cleeton  
, Town Clerk

Approved as to form:

Douglas R. Bell  
, Town Attorney

(Municipal Seal)