

ORDINANCE #20-10

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF PINEHURST AND THE TOWN CARTHAGE,

WHEREAS, the Village of Pinehurst, a North Carolina municipal corporation, (hereinafter “Pinehurst”) and the Town of Carthage, a North Carolina municipal corporation, (hereinafter “Carthage”), have undertaken a joint planning effort to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, Pinehurst and Carthage desire to reduce uncertainty among residents and property owners in the potential growth areas of the municipalities which will improve planning by both public and private interests in such areas; and

WHEREAS, the General Statutes of North Carolina, Chapter 160A, Article 4A, Part 6 authorizes municipalities to enter into binding agreements relating to future annexations and designating areas which are not subject to annexation by each participating municipality;

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Pinehurst, North Carolina and the Town Board of Commissioners of the Town of Carthage, North Carolina that both parties agree as follows:

1. This Agreement is executed pursuant to the authority of Article 4A, Part 6 of General Statutes Chapter 160A of the North Carolina General Statutes (the “Act”).
2. Subject to the provisions hereinafter stated, Pinehurst shall not annex within the area identified as “Carthage Annexation Protection Area” as shown on “Exhibit A” which is incorporated herein as a part of this Agreement.
3. Subject to the provisions hereinafter stated, Carthage shall not annex within the area identified as “Pinehurst Annexation Protection Area” as shown on “Exhibit A” which is incorporated herein as a part of this Agreement.
4. The Little River from NC Hwy 15/501 to Beulah Hill Church Road and McCaskill Road from NC Hwy 15/501 to NC 22 as connected along the centerline of NC Hwy 15/501 shall serve as the boundary line between the two protection areas. All other boundaries shall be to the centerlines of the roads depicted on “Exhibit A”.
5. Carthage shall not provide water or sewer services in the Pinehurst Protection Area and Pinehurst shall not provide water or sewer services in the Carthage Protection unless both parties have entered into a Joint Service Agreement.
6. The effective date of this Agreement shall be the date of adoption of an ordinance approving this Agreement by the last participating town, whichever is later, and shall

terminate at 12:01 AM on the tenth anniversary following the effective date, or as otherwise terminated as provided herein.

7. This Agreement shall not be effective unless and until each participating municipality has held a public hearing on this Agreement prior to adopting an ordinance approving the Agreement.
8. At least sixty (60) days prior to the adoption of any annexation ordinance affecting the geographical area which is the subject of this Agreement, the municipality proposing such annexation shall give written notice to the other municipality of the proposed annexation. Either party may waive the minimum time period for this notice by vote of the governing board of the municipality receiving the notice. 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 this Agreement delineated by roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred and eighty (180) days. Notice shall be deemed legally sufficient for the purposes of NCGS 160A-58.24(a)(5) and (b) if it includes a copy of a petition for annexation with a legal description and map.
9. This Agreement may be modified or terminated only by a subsequent amending agreement adopted and executed by each participating municipality. Any amending agreement shall be adopted by ordinance after public hearings as provided in NCGS 160A-31(c).
10. This Agreement shall not be binding beyond three (3) miles of the primary corporate limits of a participating municipality. Provided, however, that any area shall become subject to this Agreement if a subsequent annexation brings it within three (3) miles.
11. This Agreement may be terminated by a participating municipality by repealing the ordinance which approved this Agreement and providing a five (5) year advance written notice to the other participating municipality. Upon the expiration of the five (5) year notice period, this Agreement shall terminate.
12. Nothing in this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.
13. This Agreement may be executed by the parties separately, with the effective date being the date the second municipality approves the Agreement.
14. This Agreement contains the entire Agreement between the participating municipalities.

Adopted this 11th day of August, 2020.

**VILLAGE OF
PINEHURST
VILLAGE COUNCIL**



By: *John C. Strickland*
John C. Strickland, Mayor

Attest:

Approved as to Form:

Beth Dunn
Beth Dunn, Village Clerk

[Signature]
Michael J. Newman, Village Attorney

Adopted by the Town of Carthage: August 17, 2020



By: *Jimmy Chaffinch*
Jimmy Chaffinch, Mayor
Town of Carthage

Attest:

Approved as to Form:

Dorothy Dutton
Dorothy Dutton, Town Clerk

TC Morphis Sr
TC Morphis, Town Attorney

Agreement Effective on:

08/17/2020
Date

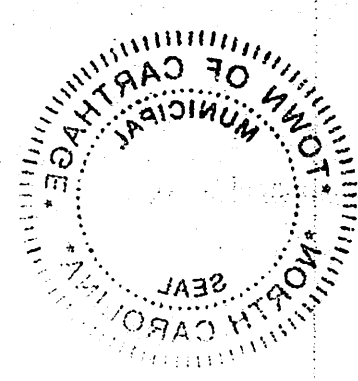
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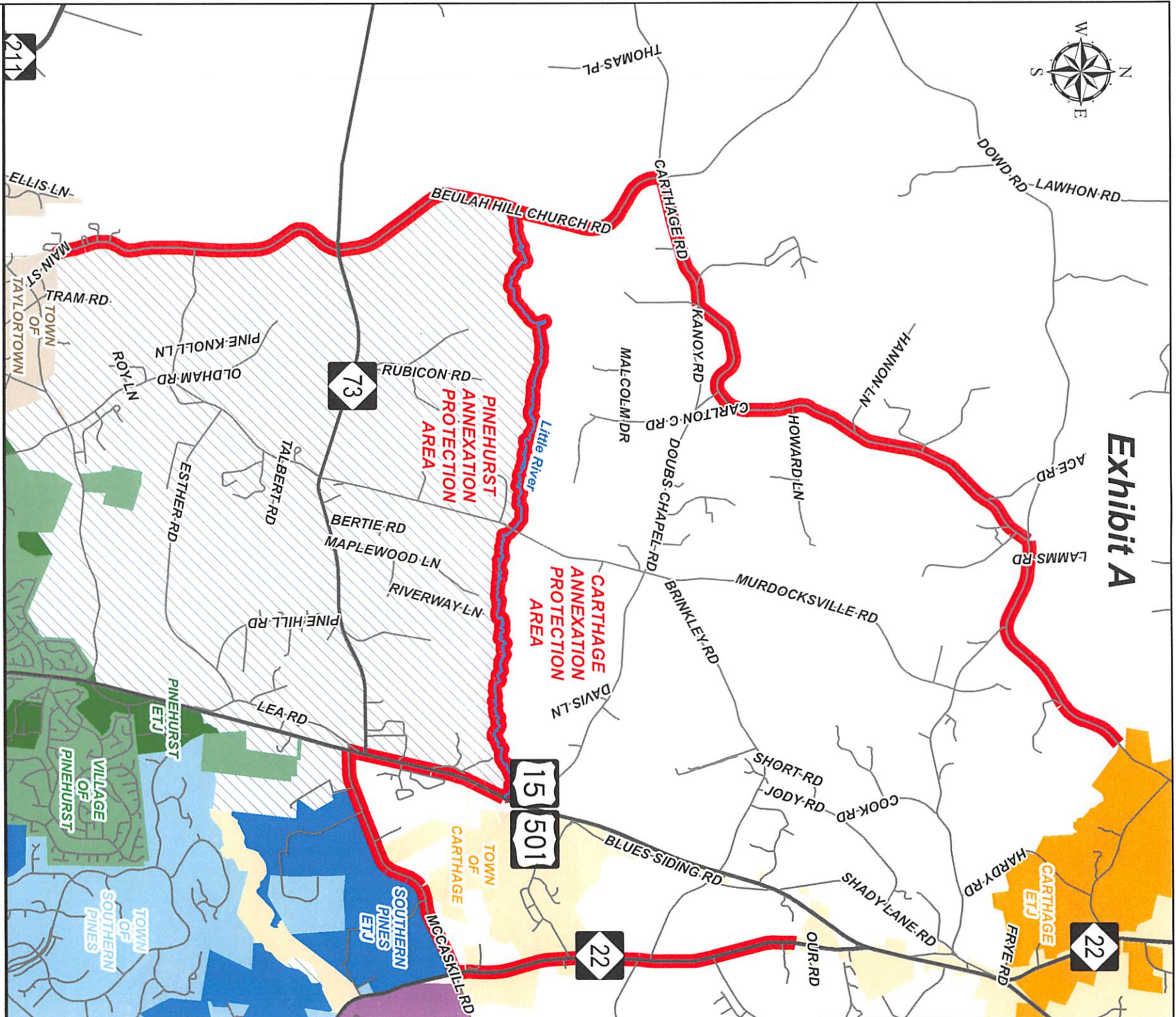
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Exhibit A



Pinehurst-Carthage Annexation Boundary

**PINEHURST - CARTHAGE
ANNEXATION BOUNDARY LINE**



Village of Pinehurst Disclaimer: It is understood that the data contained herein is subject to constant change and that its accuracy cannot be guaranteed. The maps have been created from information provided by various Government and private sources at various levels of accuracy. The Village of Pinehurst does not warrant the accuracy or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Get a head on North Carolina State Police Cooperative System Model 1001. X:\GIS\GIS_Carthage\Cartilage_Southern_Pines\Map_Southern_Pines_A_1001.mxd 7/10/2010