

NORTH CAROLINA
ORANGE COUNTY

BOOK 1376 PAGE 520

FILED
08 AUG 1995, at 09:56:26AM
Book 1376, Page 520 - 529
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

AGREEMENT ESTABLISHING AN ANNEXATION BOUNDARY
AGREEMENT AND ADJUSTING THE
EXTRATERRITORIAL PLANNING JURISDICTION (ETJ) LINE
BY AND BETWEEN THE
TOWN OF CARRBORO AND THE TOWN OF CHAPEL HILL

WHEREAS, the Town of Chapel Hill and the Town of Carrboro, (the "participating cities"), 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 the participating cities and also to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes (hereinafter referred to as the "Act") authorizes cities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such cities as well as residents and property owners in areas adjacent to such cities;

WHEREAS, Section 9.1(b) of the Charter of the Town of Carrboro and Chapter V, Article 2, Section 5.17 of the Charter of the Town of Chapel Hill allows the relocation of the division line between the extraterritorial jurisdiction of the Town of Carrboro and the Town of Chapel Hill by mutual written agreement of said municipalities;

NOW, THEREFORE, THE PARTICIPATING CITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act and the charter provisions referenced above.
2. Subject to termination provisions of this Agreement, annexation provisions of this Agreement shall be valid for twenty (20) years after its effective date and may thereafter be renewed.
3. A. The Town of Chapel Hill may not annex the following areas:
 1. The area situated in the Chapel Hill Township, Orange County, North Carolina, that is generally west of a line more particularly described as follows:

BEGINNING at the intersection of the centerline of U.S. Highway 15-501 and the Chatham County Line and heading north along the centerline of U.S. 15-501 to its intersection with the centerline of Smith Level Road; thence heading north along the centerline of Smith Level Road to a point perpendicular to the southwest corner of Lot 9

Return to: Robert Wilson
Town of Chapel Hill Planning Dept.
306 N. Columbia St.
Chapel Hill, NC 27516

NO PINS REQUIRED
PER PIN ORDINANCE.
REK, gha

(Tax Map 122, Block B); thence proceeding east to the edge of the Smith Level Road right-of-way; thence proceeding along the southern boundary of Lots 9, 9A, 11 and 11A (Tax Map 122, Block B) to the southeast corner of Lot 11A, thence proceeding north along the eastern boundary of Lots 11A and 12A (Tax Map 122, Block B) to the northeast corner of Lot 12A that also intersects with the southern boundary of Lot 15A (Tax map 122, Block B); thence proceeding with the northern boundary of said Lot 12A bearing South 86-24-00 West a distance of 22.51' to a New Iron Pipe (NIP); thence proceeding N 08-58-15 W for 243.59' to a NIP, said point lying in the center of an un-named creek; thence following the meanderings of said creek as it bisects Lots 15A, 14C, 15F and 16 (Tax Map 122, Block B) the following bearings and distances: N 20-16-04 E for 146.83' to a NIP; N 39-27-24 E for 127.81' to a NIP; N 09-55-05 E for 82.29' to a NIP; N 43-33-30 E for 124.05' to a NIP; N 15-02-54 E for 226.54' to a NIP; N 01-07-14 W for 120.97' to a NIP; N 16-04-10 E for 81.12' to a NIP; thence leaving said meandering creek and proceeding N 19-29-44 E for 70.55' to an Existing Iron Pipe, said point being N 66-04-19 W 292.80' of a "Control Corner" (Axel), Cobble Ridge, Phase A, Plat Book 61 Page 5; said Existing Iron Pipe is the southwesternmost corner of Lot 15 (Tax Map 122, Block B); thence proceeding northeastward along the western boundary of said Lot 15 to its northwest corner on the southern r/w of Culbreth Rd.; thence proceeding across said r/w 60' +/- to the southwesternmost corner of Lot 15H (Tax Map 122, Block B); thence proceeding northeastward 400' +/- along the northern boundary of said Lot 15H to a corner; thence proceeding northward 1040' +/- along the western boundary of said Lot 15H and Lot 20 (Tax Map 122, Block B) to a corner of said Lot 20; thence proceeding northward along the eastern boundary of Lots 19 and 19A and the western boundary of Lot 21 (Tax Map 122, Block B) approximately 830' to the northwest corner of said Lot 21 and the centerline of Morgan Creek and the existing Chapel Hill corporate limits; thence proceeding northwest along the centerline of Morgan Creek and the existing Chapel Hill corporate limits to the Smith Level Road right-of-way and the existing Carrboro corporate limits.

2. The area situated in the Chapel Hill Township, Orange County, North Carolina, that is generally west of a line more particularly described as follows:

BEGINNING at the intersection of the Carrboro corporate limits (as of June 1, 1995) and the centerline of the Southern Railway Company's track at a point northeast of the southeast corner of Lot 11A (Tax Map 30) which is owned by the Town of Carrboro; and

running thence northward along the centerline of said railroad track to its intersection with Bolin Creek and the Chapel Hill corporate limits (as of June 1, 1995) along the western boundary of the Ironwoods Subdivision; thence, proceeding northward along the Chapel Hill corporate limits to the intersection of said corporate limits with the centerline of the Southern Railway Company's track; thence proceeding northward along the centerline of said railroad track to the northern extraterritorial jurisdiction border as identified in the Orange County-Chapel Hill-Carrboro Joint Planning Area Land Use Map adopted August 19, 1986 (revised October 13, 1986) and incorporated as an exhibit to the Joint Planning Agreement made and entered into on November 2, 1987 by and between the County of Orange, the Town of Chapel Hill and the Town of Carrboro (hereinafter the "Joint Planning Area Land Use Map").

3. The area to the west of the Carrboro/Chapel Hill Joint Planning Boundary including, but not limited to, Carrboro Transition Area I and Carrboro Transition Area II and excluding the Rural Buffer as identified in the Joint Planning Area Land Use Map.
3. B. The Town of Carrboro may not annex the following areas:
 1. The area generally to the east of the boundary described in paragraph 3.A.1 above.
 2. The area generally to the east of the boundary described in paragraph 3.A.2 above.
 3. The area to the east of the Carrboro/Chapel Hill Joint Planning Boundary including, but not limited to, the Chapel Hill Transition Area and excluding the Rural Buffer and the Joint Courtesy Review Area as identified in the Joint Planning Agreement.
3. C. The Towns of Carrboro and Chapel Hill mutually agree that the Extraterritorial Planning Jurisdiction (ETJ) boundary line between Carrboro and Chapel Hill is hereby adjusted to correspond with the annexation boundary line as described by Sections 3.A.1 and 3.B.1.
4. For the purposes of identifying and defining the boundaries as indicated in sections 3.A.2, 3.A.3, 3.B.2, and 3.B.3. above, the Joint Planning Agreement Land Use Map, as incorporated into the Joint Planning Agreement on November 2, 1987, is hereby incorporated into this Agreement. A true and accurate copy of that map is attached to this Agreement (see Map V). The Agreement does not modify the terms of the annexation agreement portion of the Joint Planning Agreement.

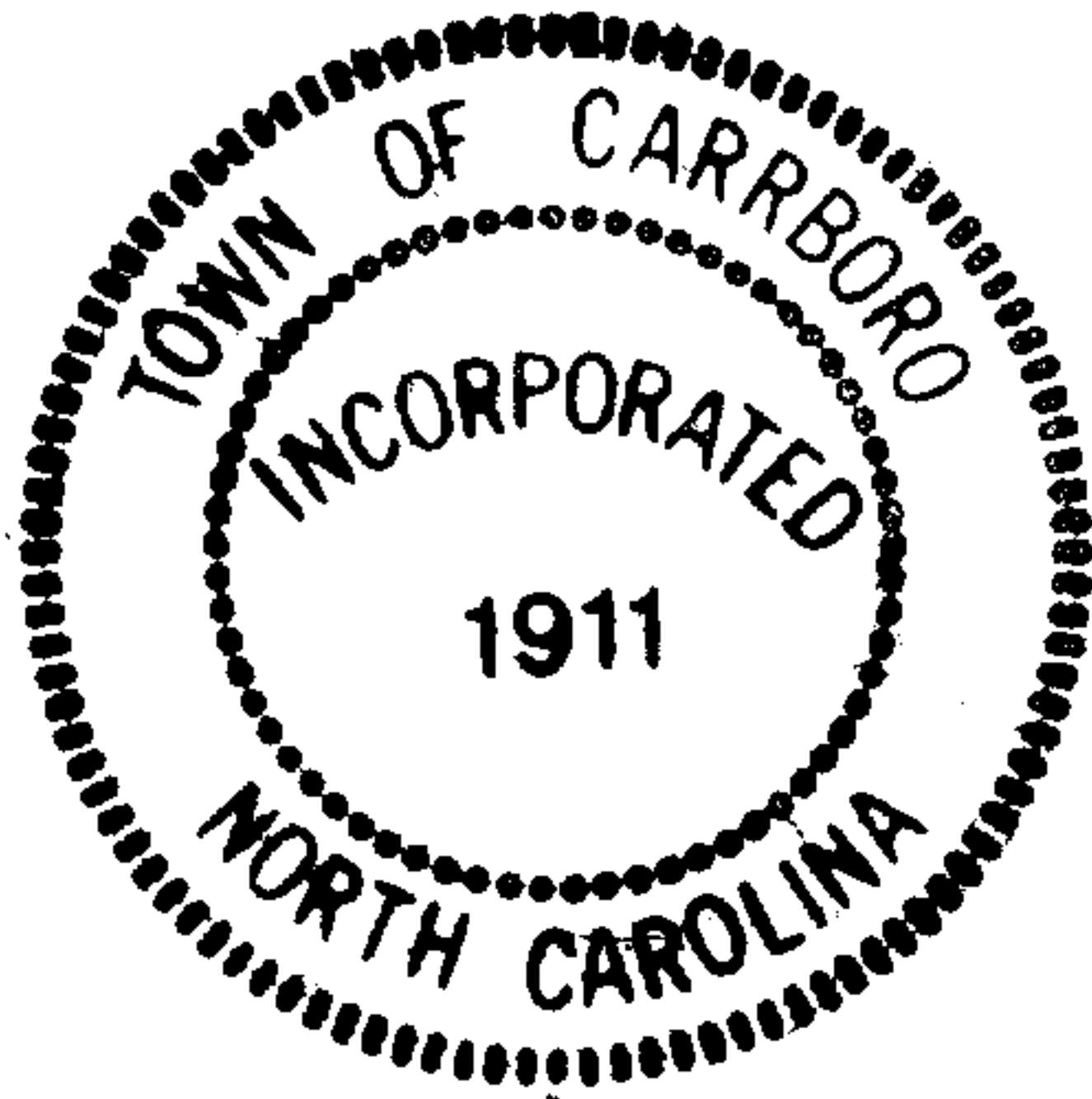
5. Modification or termination of the Joint Planning Agreement or the Joint Planning Agreement Land Use Map after the effective date of this Agreement will not modify or terminate the boundaries identified in paragraphs 3.A. and 3.B. above. Modification or termination of the boundaries identified in paragraphs 3.A. and 3.B. above may only occur by the terms of this Agreement.
6. This Agreement is hereby effective as of 11:59 PM on June 30, 1995, or the date of adoption of the approving ordinance by the last participating city to do so, whichever is later.
7. At least sixty (60) days before the adoption of any annexation ordinance, the participating city which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other participating city 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 this Agreement; roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.
8. This Agreement may be modified or terminated by a subsequent agreement entered into by the participating cities. Any subsequent agreement shall be approved by ordinance after public hearings, notice of which has been provided in accordance with G.S. 160A-31(c).
9. This Agreement shall not be binding beyond three miles of the primary corporate limits of a participating city, unless approved by the board of county commissioners with jurisdiction over the area. An area where this Agreement is not binding because of failure to the board of county commissioners to approve it shall become subject to this Agreement if subsequent annexation brings it within three miles. The approval of a board of county commissioners shall be evidenced by a resolution adopted after a public hearing as provided in G.S. 160A-58.24(c) and (e).
10. This Agreement may be terminated unilaterally by a participating town or a participating town may withdraw from this Agreement, by repealing the ordinance which approved this Agreement and providing five years' written notice to the other participating town. Upon the expiration of the five-year notice period, this Agreement shall terminate.
11. From and after the effective date of this Agreement, neither Carrboro or Chapel Hill may adopt an annexation ordinance as to all or any portion of an area in violation of this Agreement.
12. 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.
13. Any participating city 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 or relief as are authorized by other applicable law.
14. This agreement includes Maps I-V that are attached hereto.

IN WITNESS WHEREOF, the mayors of the participating cities execute this Agreement, in duplicate, to become effective as provided in paragraph 6 above. This the 29th day of June, 1995.

*Town Clerk, Town Attorney and Mayor,
respectively,

Chapel Hill/Carrboro Annexation Agreement (con't)
Page #6

**in their capacities as Town Clerk, Town
Attorney and Mayor, respectively, of the Town of
Carrboro, as and for the
act and deed of said Town
and the Town Seal was
thereto affixed.



ATTEST:

Sarah C. Williamson
Town Clerk

APPROVED AS TO FORM:

Michael B. Brugh/wind
Town Attorney

TOWN OF CARRBORO

By: [Signature]
Mayor

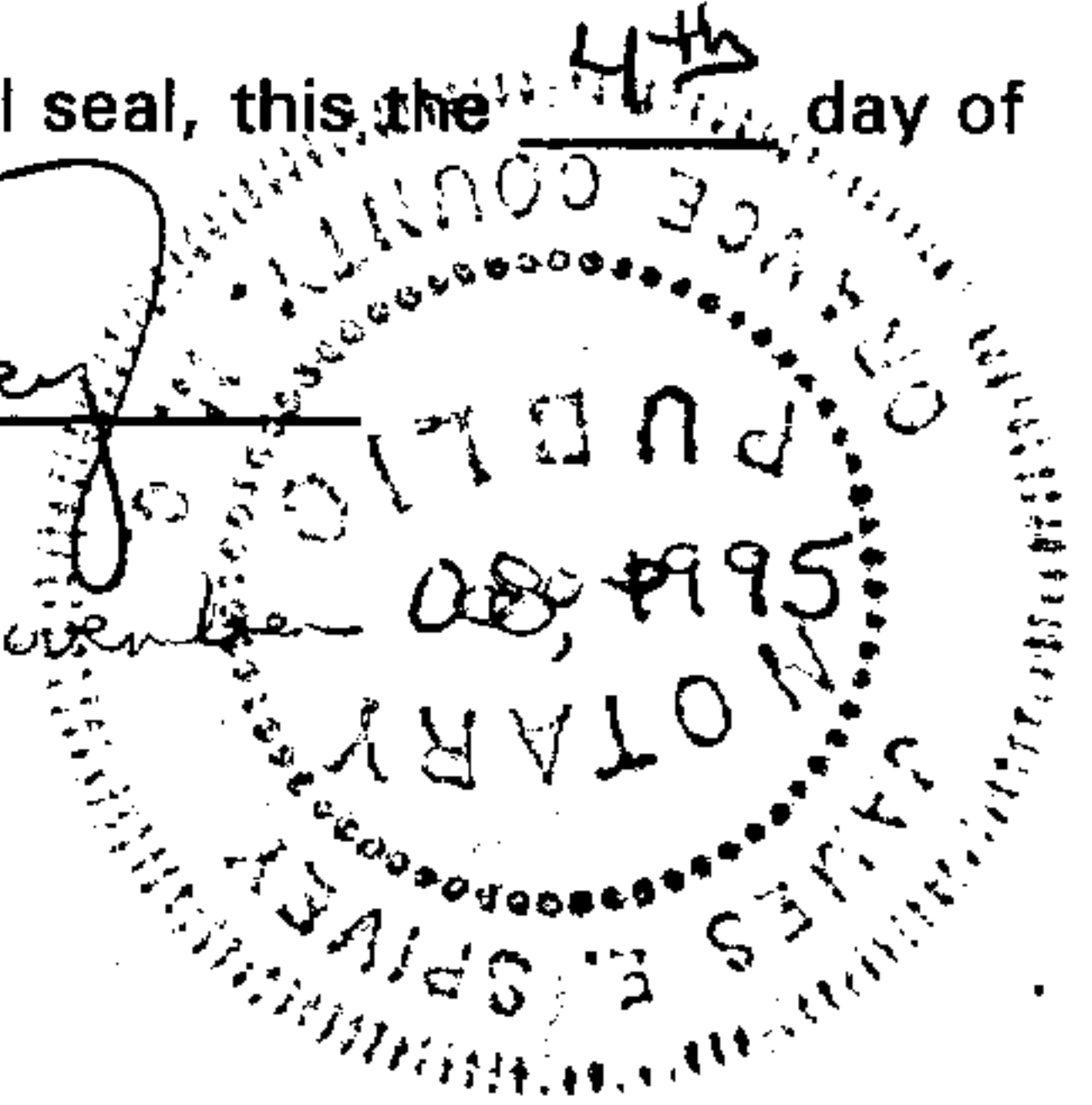
STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, James E. Spivey, a Notary Public for said County
and State, do hereby certify that Sarah C. Williamson *
Michael B. Brugh, and Eleanor G. Kinneard
personally appeared before me this day and acknowledged
the due execution of the foregoing instrument. **

Witness my hand and official seal, this the 4th day of
August, 1995.

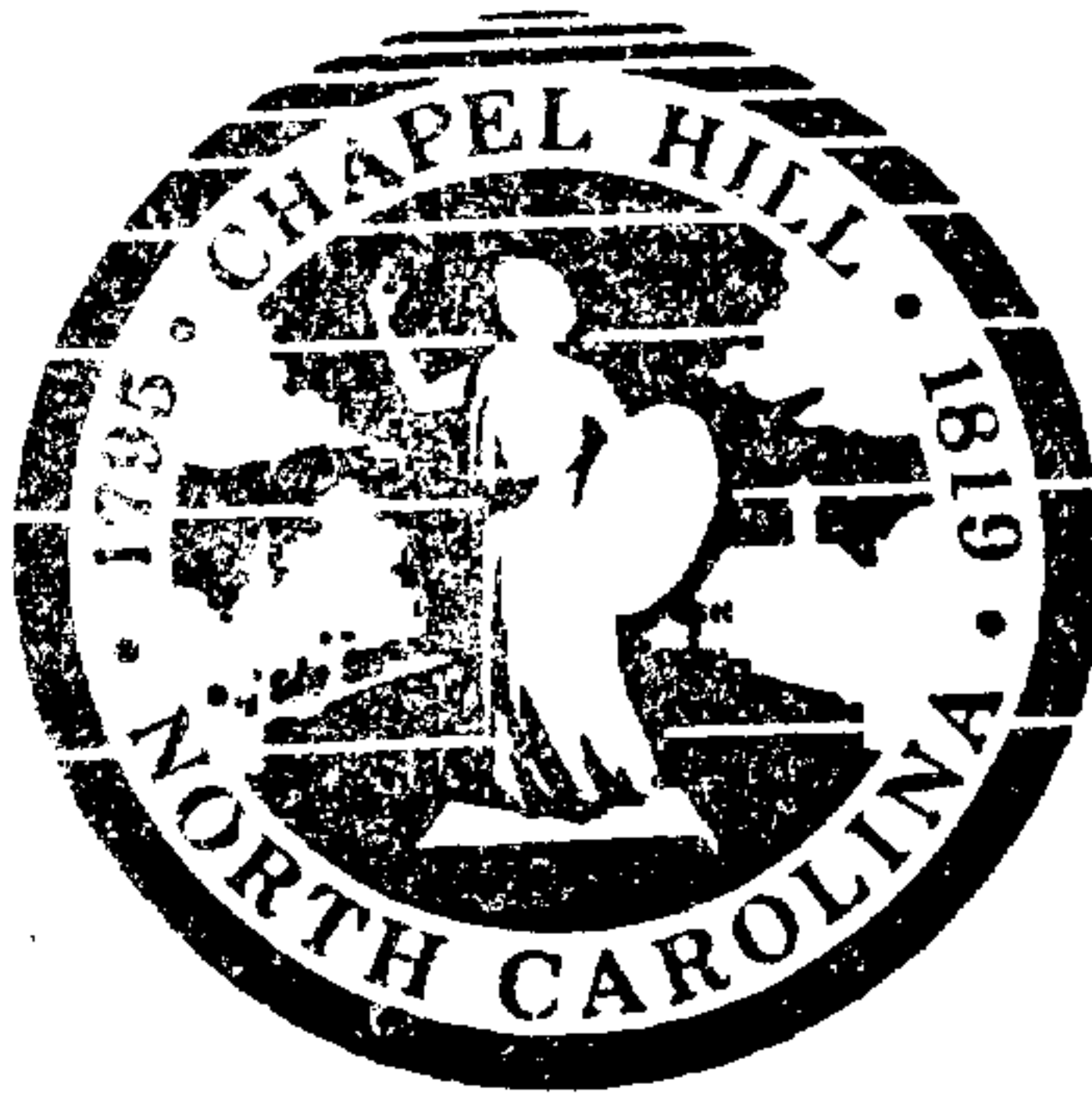
James E. Spivey
Notary Public

My commission expires: November 08, 1995



TOWN OF CHAPEL HILL

BY: Kenneth S. Brown
Mayor



ATTEST:

Peter M. J. Riccardi, Inc.
Town Clerk

*Mayor, Town Clerk, and Town Attorney, respectively
**in their capacities as Town Clerk, & Town Attorney
Mayor,

APPROVED AS TO FORM:

respectively, of the Town of Chapel Hill, as and
for the act and deed of said Town and the Town Seal
was thereto
affixed.

Ralph D. Karpino
Town Attorney

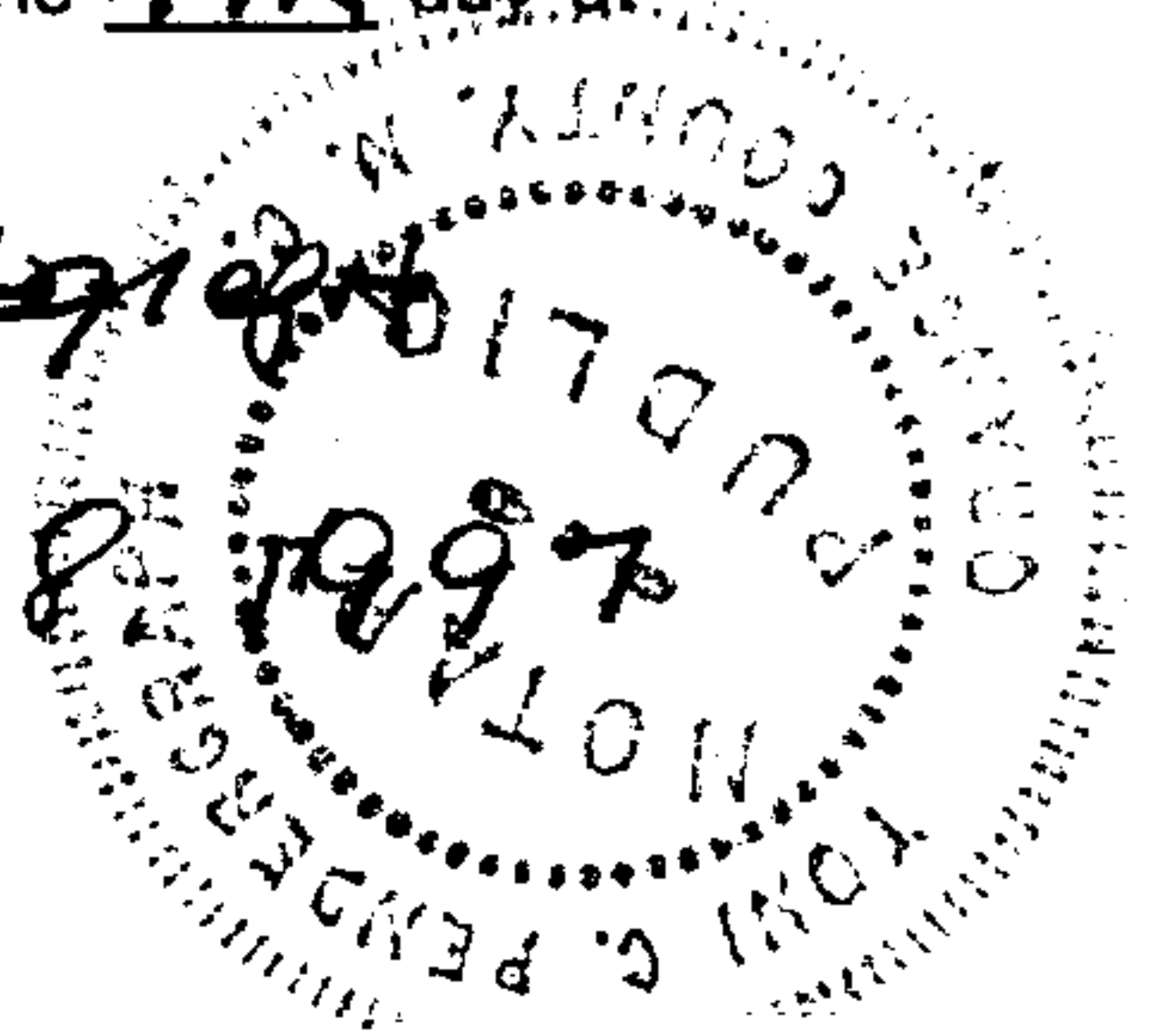
STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, Ioni C. Pendergraph, a Notary Public for said County
and State, do hereby certify that Kenneth S. Brown *
Peter M. J. Riccardi and Ralph D. Karpino
personally appeared before me this day and acknowledged
the due execution of the foregoing instrument. **

Witness my hand and official seal, this the 4th day of
August, 1995.

Ioni C. Pendergraph
Notary Public

My commission expires: July 8, 1997



NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of _____

James E. Spivey and Ioni C. Pendergraph
~~A Notary (or Notaries)~~ Public of the designated Governmental units is (are) certified to be correct. Filed for registration

this the 8th day of August 19 95, at 9:56:26 o'clock, A.M.

in Record Book 1376 Page 520.

Return: _____

Betty June Hayes, Register of Deeds

By: Priscilla D. Mize
~~Assistant/Deputy~~
Register of Deeds

MAPS

- I. MAP OF TOTAL PROPOSED BOUNDARY
- II. MAP OF SOUTHERN BOUNDARY
- III. MAP OF SOUTHERN BOUNDARY (CULBRETH ROAD AREA)
- IV. MAP OF NORTHERN BOUNDARY
- V. JOINT PLANNING AGREEMENT LAND USE MAP

MAP I

PROPOSED E.T.J./
ANNEXATION AGREEMENT
BOUNDARY BETWEEN
CARRBORO AND CHAPEL HILL

TOTAL PROPOSED BOUNDARY

5/24/95

NO CHANGE TO THE NORTHERN LINE:
E.T.J./ANNEXATION BOUNDARY
TO FOLLOW EXISTING E.T.J. AND
JOINT PLANNING AREA BOUNDARIES.

This map is not a certified survey and no
reliance may be placed in its accuracy.

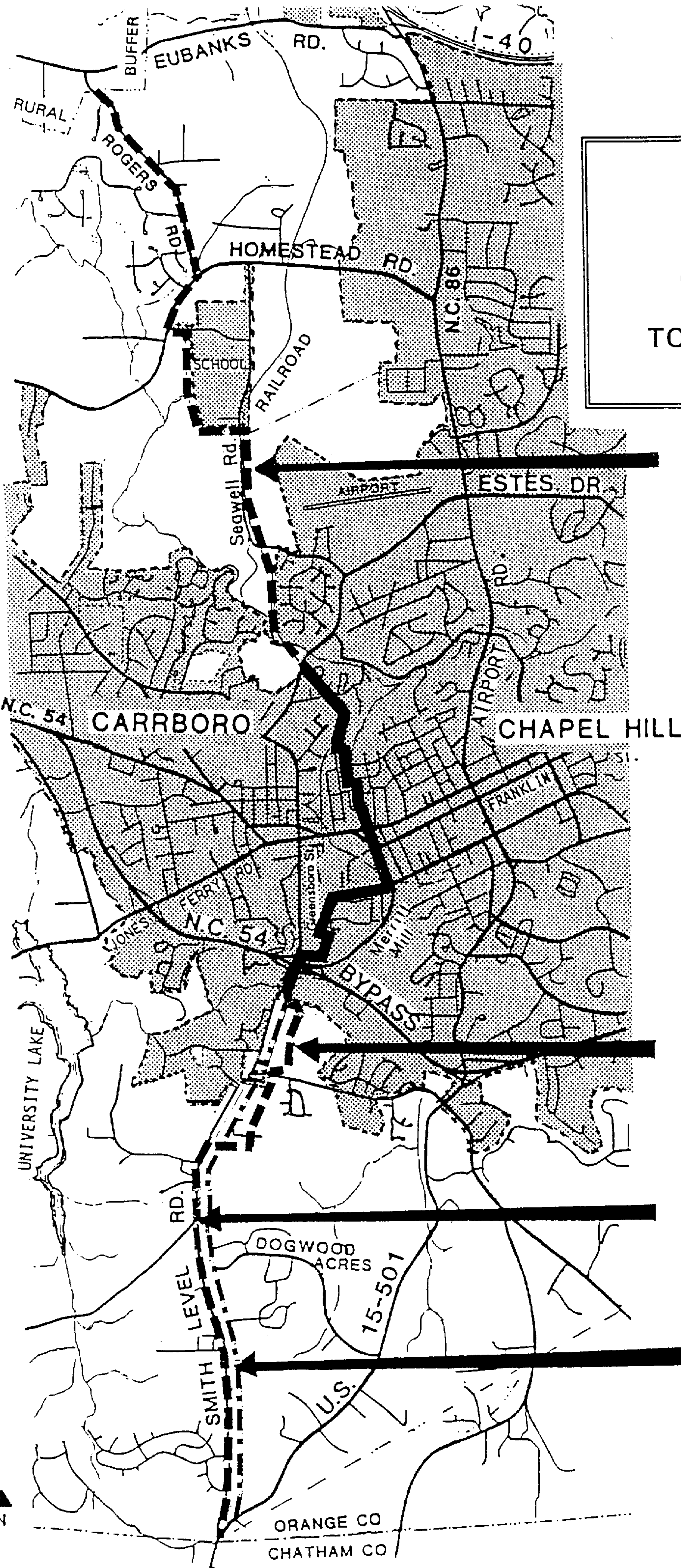
Robert G. Wilson, Jr.
Robert G. Wilson, Jr., Long Range Planner

PROPOSED E.T.J./ANNEXATION
BOUNDARY: TO SHIFT EAST TO
FOLLOW PROPERTY LINES AND
RAVINE (SEE MAP III).

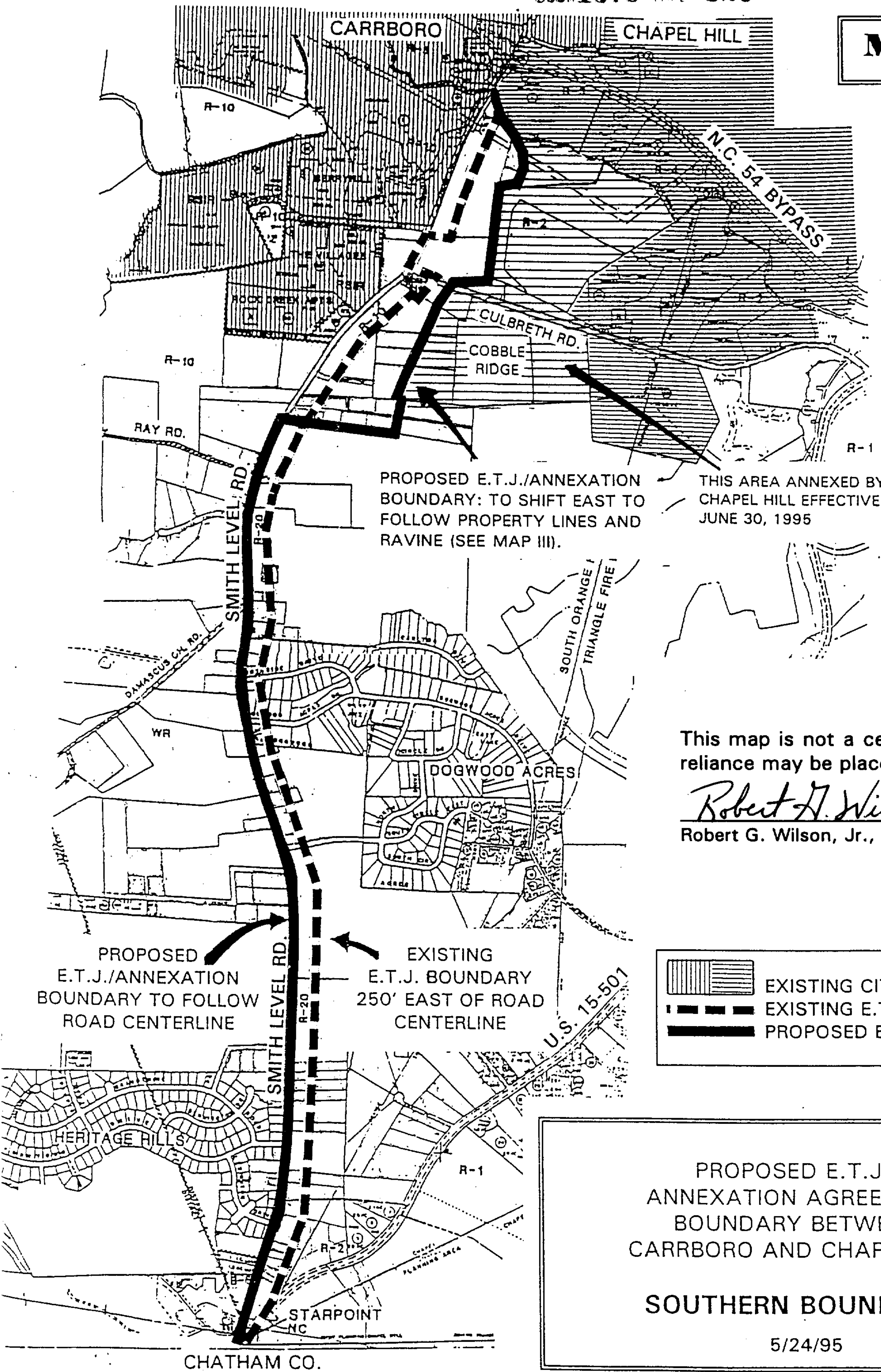
PROPOSED E.T.J./ANNEXATION
BOUNDARY: CENTERLINE OF
SMITH LEVEL ROAD TO U.S.
15-501

EXISTING E.T.J. BOUNDARY:
250' EAST OF THE CENTERLINE
OF SMITH LEVEL ROAD.

- EXISTING CITY LIMITS LINE
- EXISTING E.T.J. BOUNDARY
- PROPOSED E.T.J. BOUNDARY



MAP II



This map is not a certified survey and no reliance may be placed in its accuracy.

Robert G. Wilson, Jr.
 Robert G. Wilson, Jr., Long Range Planner

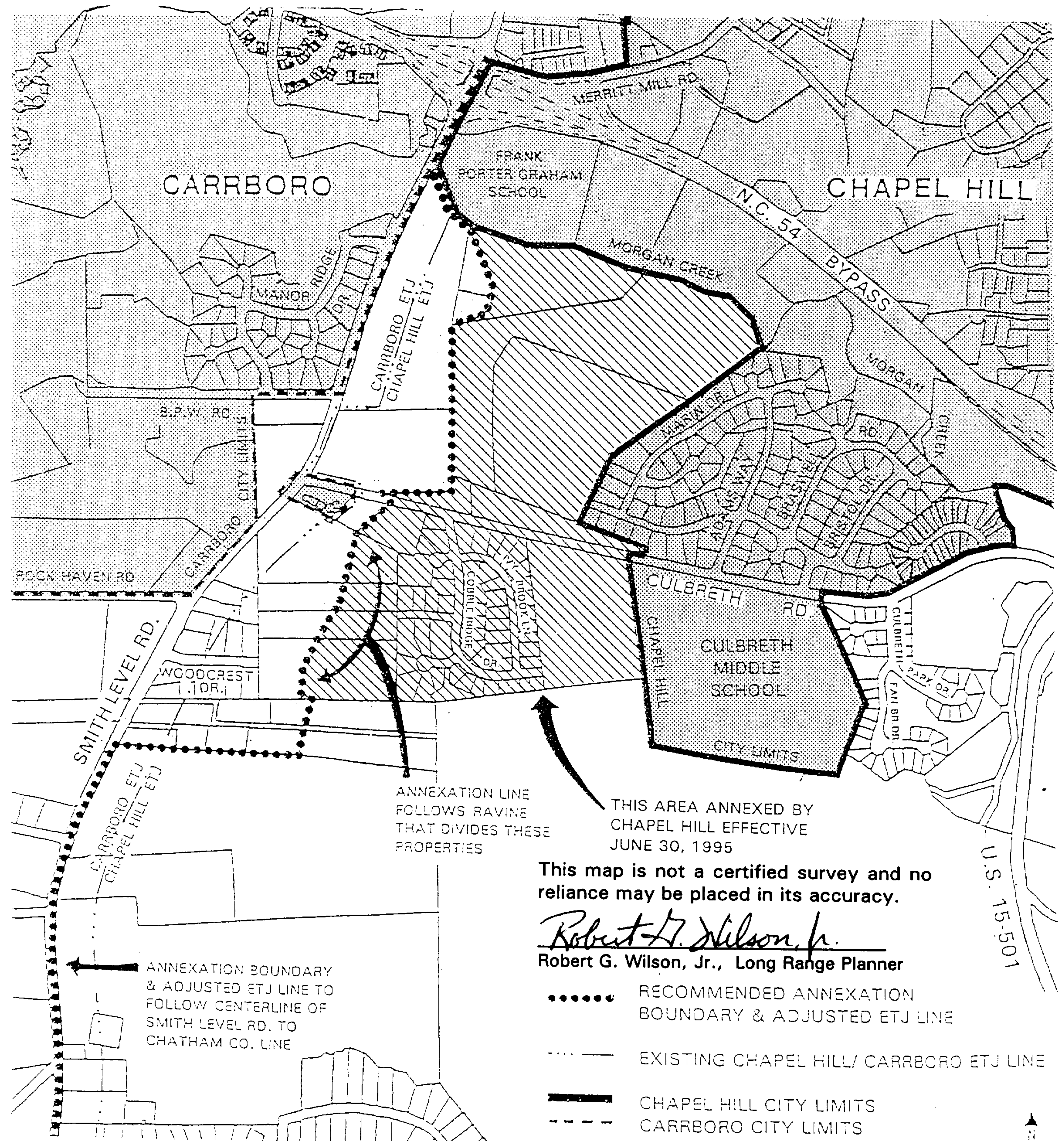
Chapel Hill/Carrboro
Annexation Boundary Work Group

MAP III

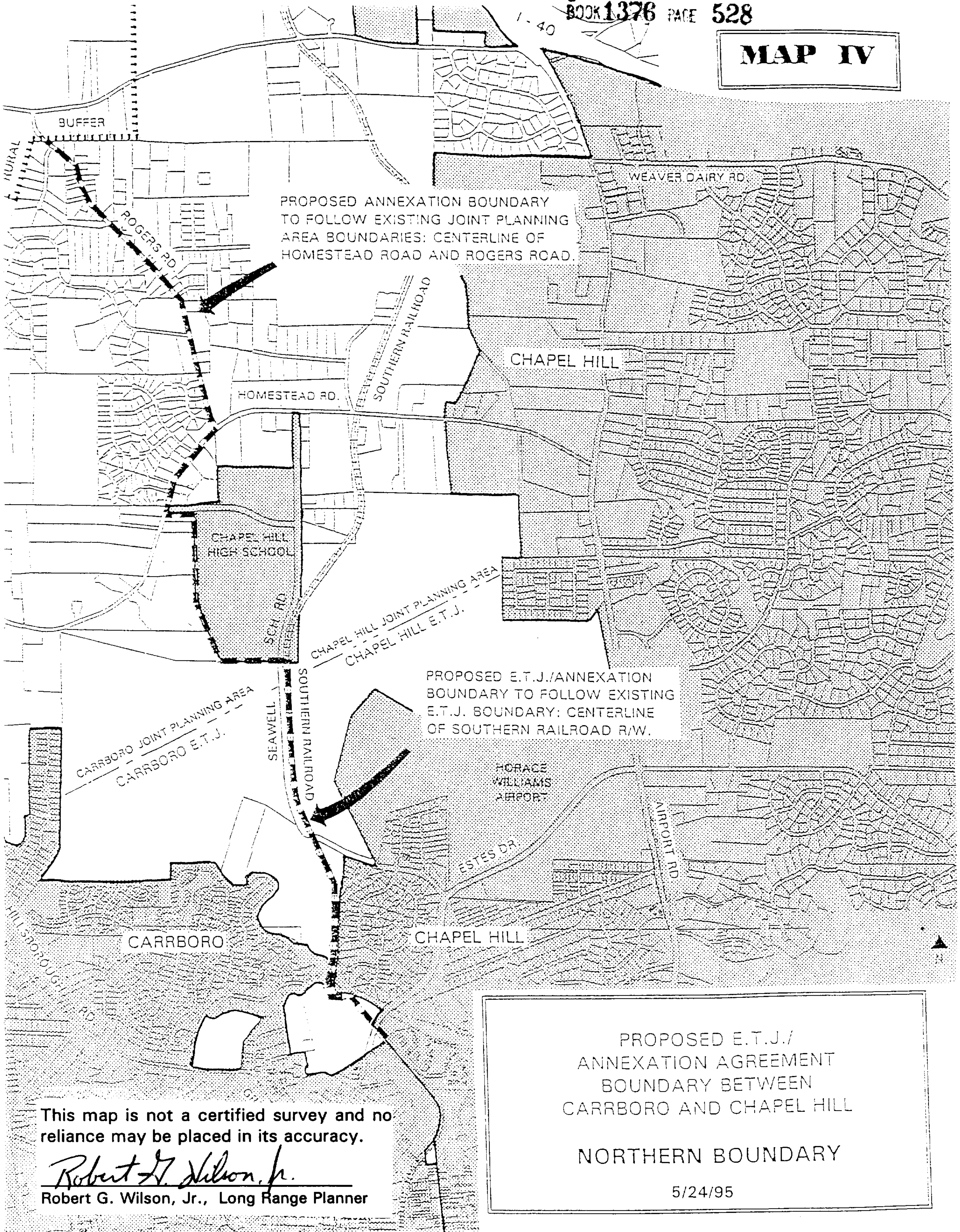
5/24/95

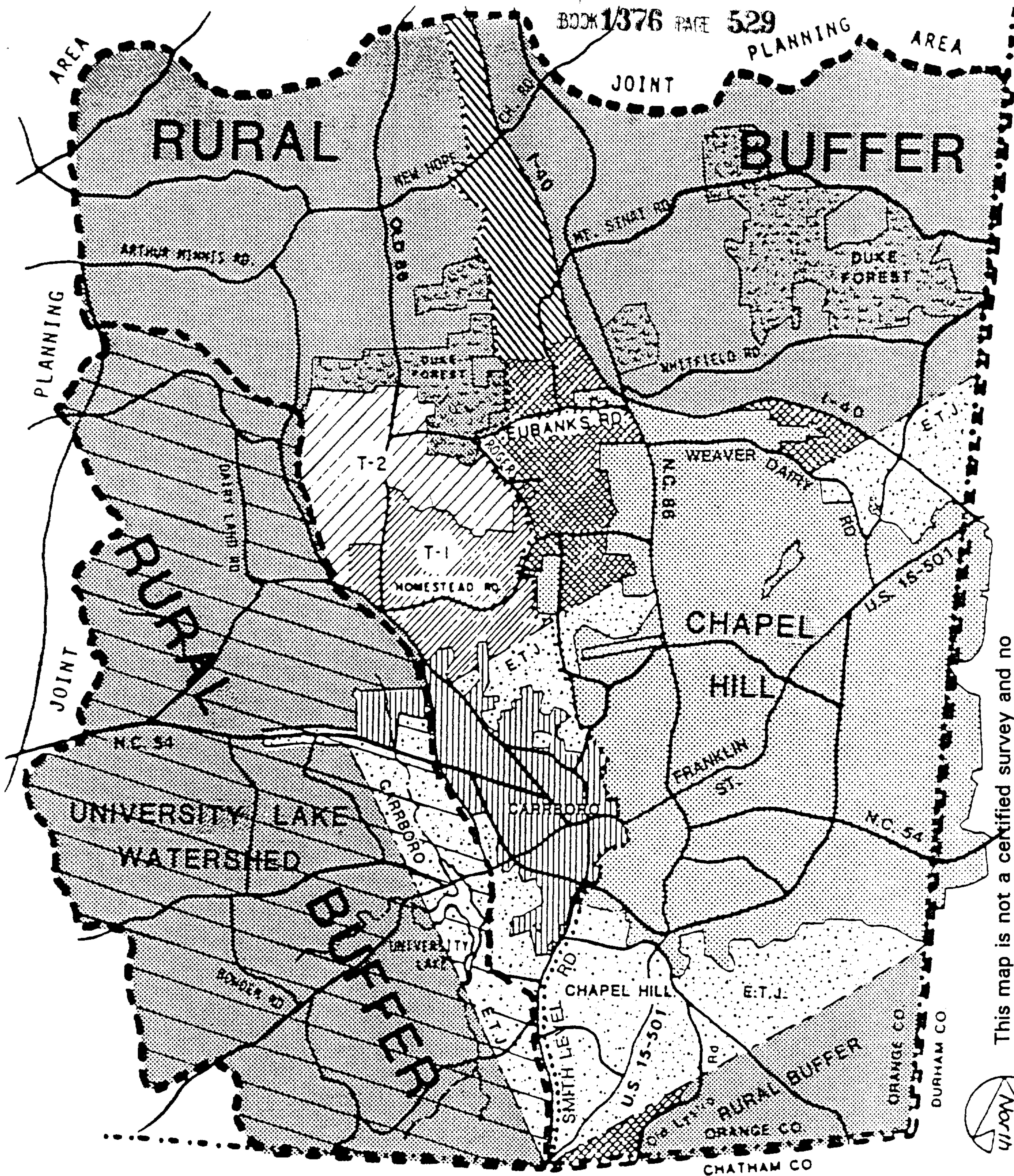
Recommended Annexation Boundary
and Adjustment of the Existing
Extraterritorial Planning Jurisdiction (ETJ) Line

March 6, 1995



MAP IV





This map is not a certified survey and no reliance may be placed in its accuracy.

Robert G. Wilson, Jr.
Robert G. Wilson, Jr., Long Range Planner



MAP V

1/1/1990