RETURN TO: Town of Fuquay-Varina
Attn: Town Clerk
134 N. Main Street
Fuquay-Varina, NC 27526

Fuquay-Varina Ordinance No. **N-19-55**
Angier Ordinance No. ORD007-2019

AN ORDINANCE ESTABLISHING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF FUQUAY-VARINA, NORTH CAROLINA
AND
THE TOWN OF ANGIER, NORTH CAROLINA
FOR THE MUTUAL BOUNDARY LINE BETWEEN THESE TWO MUNICIPALITIES

WHEREAS, North Carolina General Statutes Chapter 160A, Article 4A, Part 6 authorizes two or more cities to enter into binding agreements regarding future annexation in order to enhance orderly planning by such cities; and,

WHEREAS, the governing boards of the Town of Fuquay-Varina and the Town of Angier seek to carry out plans for future land uses; provision of important public facilities such as sewer and water services, roadways, and recreation; and the protection of open space and other sensitive areas; and,

WHEREAS, potential conflict and confusion may occur along the interface between two jurisdictions when the future municipal boundaries between the two are unclear; and,

WHEREAS, both the Town of Fuquay-Varina and the Town of Angier desire to foster good intergovernmental relations; and,

WHEREAS, the governing boards and the staffs of these two Towns have engaged in a process of discussion that has led to the determination of an ultimate municipal and utility service boundary between the two Towns and respective annexation areas; and,

WHEREAS, this ordinance has been adopted following independent public hearings by the Town of Fuquay-Varina on October 7, 2019 and the Town of Angier on October 1, 2019, with notice provided in accordance with N.C. Gen. Stat. §§160A-31(c) and 160A-58.24(c).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Fuquay-Varina, North Carolina and the Board of Commissioners of the Town of Angier, North Carolina:

Section 1. Boundary Line.

The Boundary Line, more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (hereinafter "Boundary Line"), shall serve as the Boundary Line for annexation between the Town of Fuquay-Varina and the Town of Angier for the duration of the term of this Agreement.

Section 2. Angier Annexation Area.

That the area south of the Boundary Line which is depicted on Exhibit B attached hereto and incorporated herein by reference (hereinafter "Angier Annexation Area) and which describes a portion of Wake County, North Carolina, is subject to future annexation by the Town of Angier and no portion of the Angier Annexation Area is subject to annexation by the Town of Fuquay-Varina during the term of this Agreement.

Section 3. Fuquay-Varina Annexation Area.

That the area north of the Boundary Line which is depicted on Exhibit B attached hereto and incorporated herein by reference (hereinafter "Fuquay-Varina Annexation Area") and which describes a portion of Wake County North Carolina, is subject to future annexation by the Town of Fuquay-Varina and no portion of the Fuquay-Varina Annexation Area is subject to annexation by the Town of Angier during the term of this Agreement:

Section 4. Notice of Adjacent Annexations.

That each participating municipality which proposes any annexation of property within their respective Annexation Area that is established by this Agreement must give written notice to the other municipality of such annexation, at least 60 days before the adoption of any such annexation ordinance. The notice shall be in compliance with N.C. Gen. Stat. §160A-58.24(a)(5) and (b) and shall be sent by mail to the Town Manager of the other municipality. The recipient Town will be deemed to have waived the 60-day period, unless within 10 days from receiving such notice it provides written notice that it is exercising its right not to so waive the 60-day period.

Section 5. Utility Service Areas.

That the Fuquay-Varina Annexation Area is mutually understood to be a water and sewer ("urban") service area of the Town of Fuquay-Varina while the Angier Annexation Area is mutually understood to be a water and sewer ("urban") service area of the Town of Angier.

Section 6. Effective Date.

That this Agreement shall become effective immediately following its adoption by ordinance by the governing boards of both Angier and Fuquay-Varina.

Section 7. Modifications or Amendments.

That this Ordinance may be modified or amended only with a subsequent agreement entered into by both participating towns pursuant to N.C. Gen. Stat. §160A-58.24(d). All modifications and

amendments to this Agreement shall be approved by ordinance and adopted after public hearings by both municipalities.

Section 8. Term of Agreement.

The term of this Agreement shall be for a period of 20 years.

Section 9. Termination of Agreement.

This Agreement may be terminated by either Town only in the manner prescribed by G.S. §160A-58.24(f).

[SIGNATURES ON FOLLOWING PAGES]

Adopted by the Angier Town Board of Commissioners on the 1st day of October, 2019.

Town of Angier

By: Lewis W. Weatherspoon
Title: Mayor

TOWN OF ANGIER
INCORPORATED
1901
STATE OF NORTH CAROLINA

Attested:

By: Veronica Hardaway
Title: Town Clerk

Approved as to form:

Town Attorney, Angier

Adopted by the Fuquay-Varina Town Board of Commissioners on the 7th day of October, 2019.

Town of Fuquay-Varina

By: John W. Byrne
Title: Mayor

TOWN OF FUQUAY-VARINA, N.C.
INCORPORATED
1909

Attested:

By: Rose Rich
Title: Town Clerk

Approved as to form:

James S. Adcock III
Town Attorney, Fuquay-Varina

NORTH CAROLINA

Johnston COUNTY

I, a Notary Public of the County and State aforesaid, certify that Lewis Weatherspoon personally came before me this day and acknowledged that he is Mayor of Town of Angier, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Veronica Hardaway as its Town Clerk. Witness my hand and official stamp or seal, this 1 day of October, 2019.

My Commission Expires: 08-6-23 Melissa H Wilder Notary Public

MELISSA H WILDER
Notary Public
Johnston County
NORTH CAROLINA

NORTH CAROLINA

Wake COUNTY

I, a Notary Public of the County and State aforesaid, certify that John W. Byrne personally came before me this day and acknowledged that he is Mayor of Town of Fuquay-Varina, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Rose Rich as its Town Clerk. Witness my hand and official stamp or seal, this 17th day of December, 2019

My Commission Expires: 3/5/2021 Teresa C Wilder Notary Public

TERESA C. WILDER
NOTARY
PUBLIC
WAKE COUNTY, NC

EXHIBIT A

LEGAL DESCRIPTION

TOWN OF FUQUAY-VARINA and TOWN OF ANGIER ANNEXATION AGREEMENT

Beginning at the point of intersection of Rogers Road and the southwest property corner of the Currin property (PIN 0665339156) and proceeding:

thence east along the Wake and Harnett County line to a point being on the northwest corner of the Cramer property (PIN 0665427388);

thence south along said Cramer property line to the southwest corner of said Cramer property,

thence east along said Cramer southern property line to Jenmar Drive;

thence south along Jenmar Drive to the intersection of Traverse Drive;

thence east along Traverse Drive to the intersection of Purfoy Road;

thence north along Purfoy Road to the point of intersection Angier Road;

thence southeast along Angier Road to the southwest corner of the of the Rosman property (PIN 0665622785);

thence east along the southern property line of said Rosman property to a point being on the southwest corner of the Epstein property (PIN 0665624716);

thence east along the southern property line of said Epstein property to point being at the southwest corner of the Eaker property (PIN 0665625855);

thence east along said southern property line of said Eaker property to a point being at the southwest corner of the Hampton Park Estates HOA property (PIN 0665628767);

thence east along said Hampton Park Estates HOA property line to point being at the southwest corner of the Hampton Park Estates HOA property (PIN 0665725825);

thence east along said Hampton Park Estates HOA property line to point being at the southwest corner of the Moore property line (PIN 0665728836);

thence east along said Moore property line to point being at the southwest corner of the Melrose property (PIN 0665729872);

thence east along said Melrose property line to point being at the southwest corner of the Tezekjian property (PIN 0665821821);

thence east along said Tezekjian property line to point being at the southwest corner of the

Barnes property (PIN 0665822880);
thence east along said Barnes property line to point being at the southwest corner of the Koehler property line (PIN 0665824709);
thence east along said Koehler property line to point being at the southwest corner of the Swartz property line (PIN 0665825793);
thence east along said Swartz property line to Fieldcrest Lane;
thence east across Fieldcrest Lane to point being at the southwest corner of the Curlings property line (PIN 0665829723);
thence east along said Curlings property line to point being at the southwest corner of the Mungo Homes of North Carolina, Inc. property line (PIN 0665838366);
thence east along said Mungo Homes of North Carolina, Inc. property line to point being at the southeast corner of the Mungo Homes of North Carolina, Inc. property line (PIN 0665838366);
thence south along Able Ventures property line (PIN 0665926760) to point being on the southwest corner of the Able Ventures property line (PIN 0665926760);
thence east along said Able Ventures property line to point being on the southeast corner of the Able Ventures property line (PIN 0665926760);
thence north along said Able Ventures property line to point being on the northwest corner of the Hess property line (PIN 0675023855);
thence east along Pulte Home LLC southern property line (PIN 0665948273) to point being on the southwest corner of the Meenan property (PIN 0675232243);
thence north along Pulte Home LLC property line (PIN 0665948273) to a point on the northwest property corner of the Davis property (PIN 0675232531);
thence east along said Pulte Home LLC property line (PIN 0665948273) to a point on the northwest property corner of the Railton property (PIN 0675235537);
thence north along said Pulte Home LLC property line (PIN 0665948273) to a point on the southwest corner of the Harte property (PIN 0675244585);
thence east along said Harte property line to South NC 55 Highway;
thence north along NC 55 Highway to the southwest property corner of the A E Saunders Farm LLC (PIN 0675353953);
thence east along said A E Saunders Farm LLC southern property line to a point being at the northwest corner of the Austin property (PIN 0675339927);

thence south along the southern Austin property line to a point of being the southwest property corner of the Austin property (PIN 0675339927);
thence northeast along the Austin line to a point in the western line of the Lingenfelser property (PIN 0675436873);
thence northwest along the western line of Lingenfelser to a point in the A E Saunders Farm LLC (PIN 0675353953) line;
thence east along said A E Saunders Farm LLC property line to a point being in the southwest corner of the Gretsch property (PIN 0675630881);
thence east along said southern Gretsch property line to Maude Stewart Road;
thence east over Maude Stewart Road to a point of being on the southwest corner of the Chatham property (PIN 0675734932);
thence east along said Chatham property line to a point of being on the southwest corner of the Weeks Associates LLC property (PIN 0675933032);
thence east along said Weeks Associates LLC property line to Walter Myatt Road;
thence cross east over Walter Myatt Road to a point of being on the southeast corner of the Weeks Associates LLC property (PIN 0675933032);
thence south along the Weeks Associates LLC property line to a point on the northeast corner of the Price property (PIN 0675829060);
thence south along the Williams property line (PIN 0675918652) to a point of being on the northwest corner of the Gardner property (PIN 0685003428);
thence south along said Gardner property line to a point of being on the northwest corner of the Loredo property (PIN 0684092649);
thence south along said Loredo property line to a point of being on the southwest corner of the Loredo property (PIN 0684092649);
thence east along said Loredo property to a point of being on the southeast corner of the Loredo property (PIN 0684092649);
thence north along said Loredo eastern property line to a point of being on the southeast corner of the Gardner property (PIN 0685003428);
thence north along said Gardner property line to a point of being on the southwest corner of the Smith property (PIN 0685009197);
thence east along said Smith property line to a point of being on the southeast corner of the

Smith property (PIN 0685009197);
thence cross east over Kennebec Road to point of being on the southwest corner of the Hedgepeth property (PIN 0685108232);
thence east along said Hedgepeth property line to a point of being on the southeast corner of the Jeffries property (PIN 0685302137);
thence south along said Jeffries property to a point of being on the south west corner of the Jeffries property (PIN 0685302137);
thence east along said Jeffries property to a point of being on the southwest corner of the Hawley property (PIN 0685410377);
thence east along said Hawley property to a point of being on the southwest corner of the Hawley property (PIN 0685407617);
thence east along said Hawley property to a point of being on the north east corner of the Dorman property (PIN 0684384989);
thence south along said Hawley property (PIN 0685407617) to a point of being on the northwest corner of the Stephenson property (PIN 0684485026);
thence east along said Hawley property (PIN 0685407617) to a point of being on the west corner of the Rousseau property (PIN 0684585869);
thence south along said Rousseau property line to a point of being on the southwest corner of the Matthews property (PIN 0684691226);
thence east along said Matthews property to a point of being on the southwest corner of the Mason property (PIN 0684683917);
thence east along said Mason property line to a point of being on the southwest corner of the Hawley property (PIN 0684696049);
thence east along said Hawley property to a point of being on the southwest corner of the Eberhart property (PIN 0684782712);
thence east along said Eberhart property line to a point of being on the west line of the Currin property (PIN 0684779636);
thence southeast along said Currin property southern line (PIN 0684779636) to a point on Wimberly Road;
thence south along Wimberley Road to a point of being on the southwest corner of the Pope property (PIN 0684864696);

thence east along said Pope property to a point of being on the southeast corner of the Pope property (PIN 0684864696);
thence north along said Pope property to a point of being on the northeast corner of the Hancock property (PIN 0684866354);
thence south along said Hancock property to a point of being on the south corner of the Barbour property (PIN 0684962708);
thence north along said Barbour property to a point of being on the southeast property corner of the Wilson property (PIN 0684978404);
thence north along said Wilson property to a point of being on the south corner of the Fish property (PIN 0694073609).

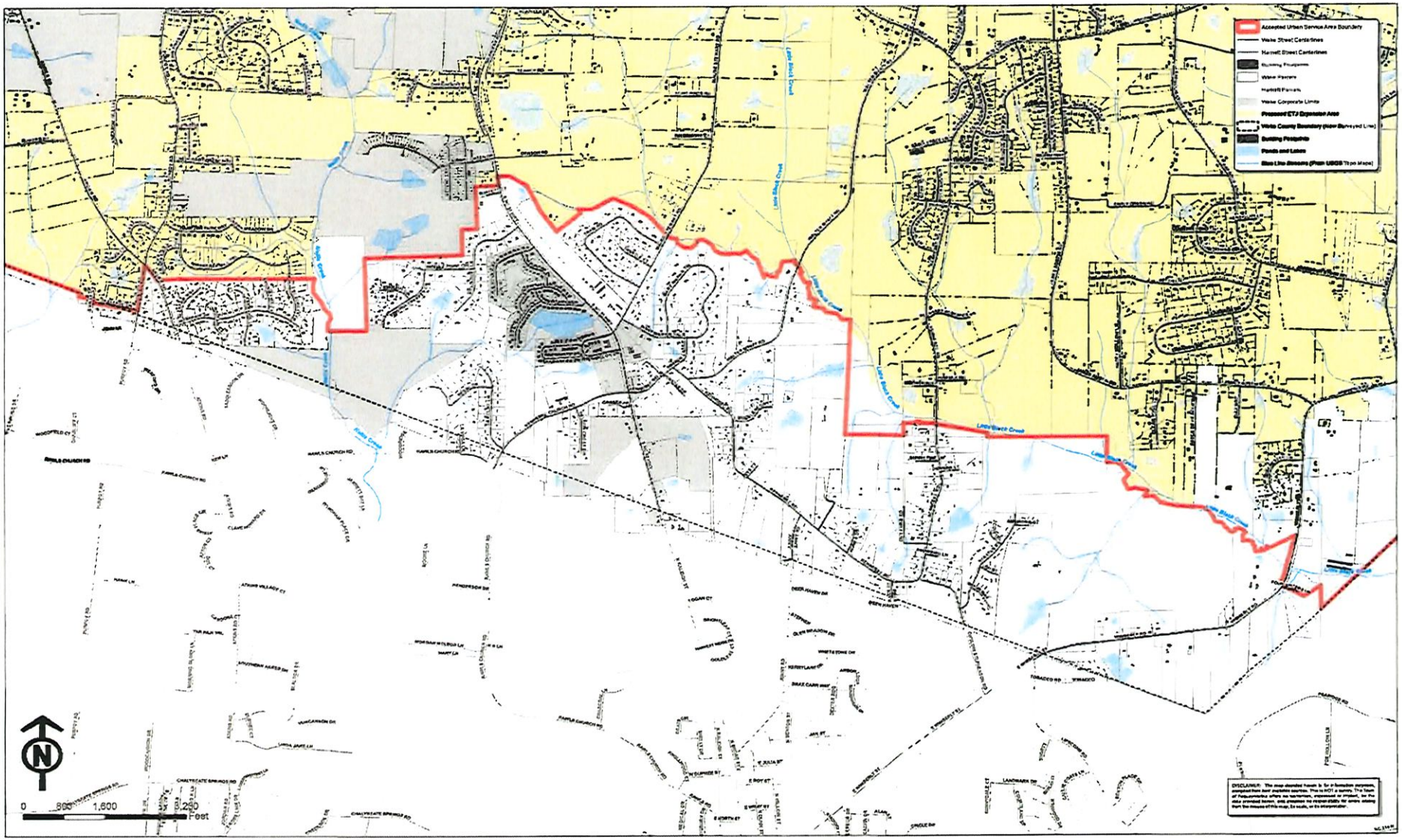
EXHIBIT B

BOUNDARY MAP

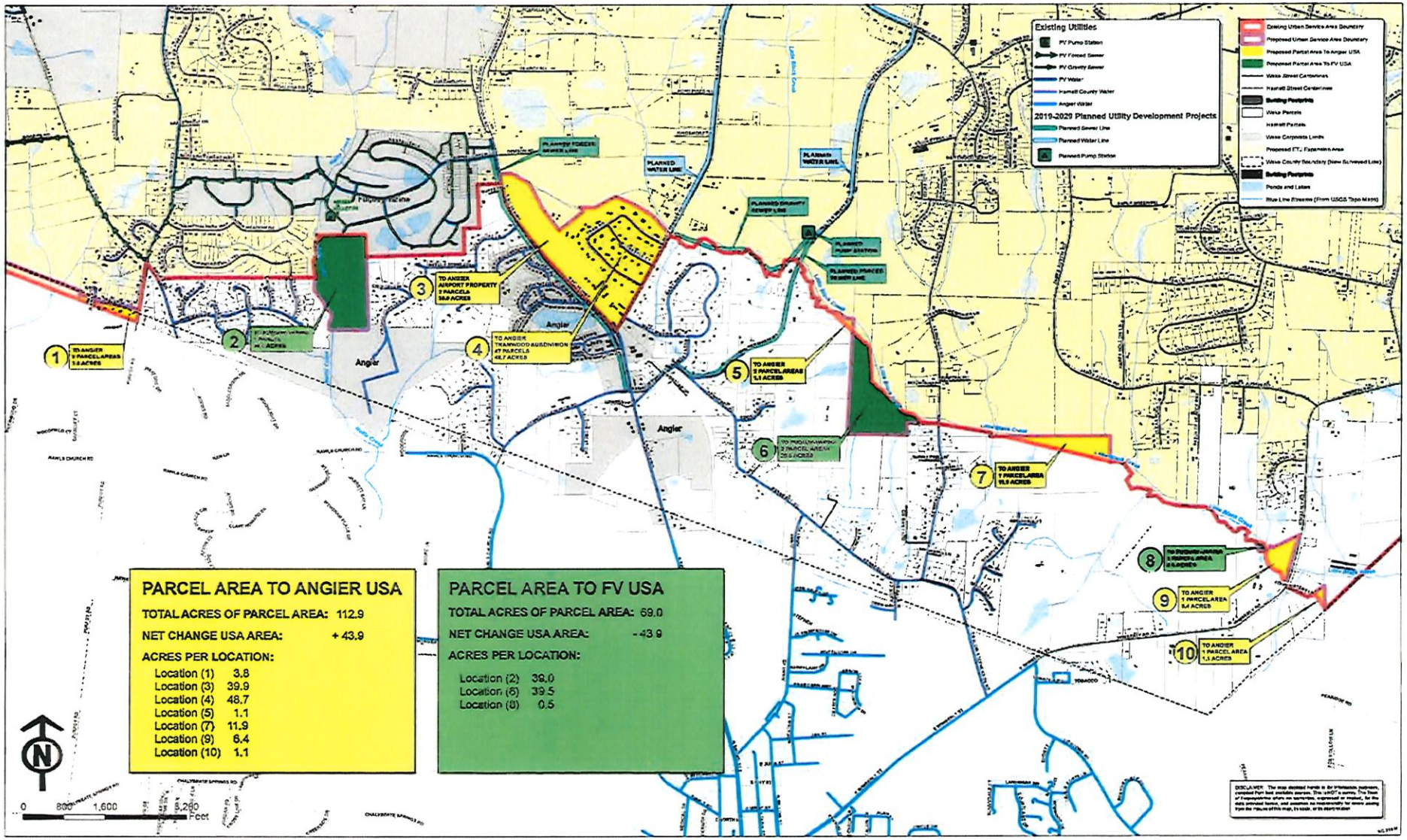
Urban Service Area Boundary: Fuquay-Varina and Angier: Post Proposal 3 Agreement

Town of Fuquay-Varina Planning

FUQUAY-VARINA



Urban Service Area Boundary: Fuquay-Varina and Angier: Proposal 3

Town of Fuquay-Varina Planning

FUQUAY-VARINA