

Prepared by: Paul S. Messick, Jr., Gunn & Messick, PLLC, P.O. Box 880, Pittsboro, NC 27312  
Return to: Town of Goldston, P.O. Box 527, Goldston, NC 27252

STATE OF NORTH CAROLINA

ANNEXATION AGREEMENT

COUNTY OF CHATHAM

THIS AGREEMENT, made and entered into this the 27 day of JANUARY 2022, by and between BOBBY A. BRANCH, hereinafter referred to as the "Owner"; and the TOWN OF GOLDSTON, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, P.O. Box 527, Goldston, NC 27252, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Owner is the Owner of property located outside the corporate limits of the Town of Goldston, North Carolina, and

WHEREAS, the Owner desires to receive sanitary sewer service for said property located outside the corporate limits of the Town of Goldston, North Carolina and is desirous of seeking annexation of said property into the corporate limits of the Town of Goldston, North Carolina so that said service may be received; and

WHEREAS, the Town has requested certain promises and consideration from the Owner and the Owners desires to give the same in exchange for the described public services.

NOW THEREFORE, in consideration of the availability of public sanitary sewer provided by the Town, in addition to those considerations otherwise required by law, the Owner hereby Petitions the Board of Commissioners of the Town of Goldston for Voluntary Annexation into the corporate limits of the Town, pursuant to N.C.G.S §160A-58.1 (Satellite Annexation).

In support of this Petition the Owner states that:

1. The property which is owned by the Owner and which is the subject of this Agreement is hereinafter referred to as the Property and is described on Exhibit A attached hereto

and incorporated herein by reference. The undersigned is all of the Owners of the property described herein, together with the Owners of any interest therein, including liens and other instruments of record.

2. The property proposed to be annexed is now outside the Town of Goldston. It may, or may not, qualify for immediate annexation. It is understood that to qualify for noncontiguous annexation, it must be within three miles of the primary corporate Town limits of the Town of Goldston and none of the property must lie closer to the primary corporate limits of another city, town, or village than to the primary corporate limits of the Town of Goldston.

4. If the described property does not currently qualify, or if it currently qualifies and for some reason ceases to qualify, for either contiguous, or noncontiguous annexation, this petition shall be considered continuing in nature for all the property until such time as it duly qualifies and is annexed by the Town. It is understood and agreed that the Petition for Annexation will not be withdrawn at any time pending the necessary annexation procedures. The Owner also hereby agrees that he will not oppose, or support opposition to, an annexation procedure instituted by the Town which procedure includes any or all of the property described above.

5. The Town will provide sanitary sewer service to the Property and the Owner shall receive sanitary sewer service to the Property from Goldston so long as the terms and conditions of this Agreement are fulfilled.

6. The undersigned hereby declares that, at the time of the filing of this Petition, zoning vested rights have (  ) have not (  ) (check one) been established on this property pursuant to N.C.G.S §160A-385.1 (These vested rights exist only if a Site-Specific Plan has been approved following a public hearing).

7. In order to receive sanitary sewer service to the Property, the Owner shall pay to Goldston such charges and fees as required by Goldston for the provision of sanitary sewer service to the Property and the Owner shall comply with all regulations and requirements imposed by Goldston in connection with the provision of sanitary sewer service to the Property. In the event the Owner fails to make payments for such charges and fees as required by Goldston or fails to comply with the regulations and requirements imposed by Goldston, Goldston may refuse to or cease to provide sanitary sewer service to the Property.

8. In the event the Town determines to annex the Property into the corporate limits of the Town of Goldston, North Carolina at any time in the future, the Owner hereby consents to such annexation, agrees to take all action necessary to annex the Property, and authorizes the Town Board of the Town to take such action as will annex the Property into the corporate limits of the Town of Goldston, North Carolina.

9. In the event the Property, or any lot or parcel of land or building included within the Property, is sold or otherwise conveyed, by acceptance of a deed from the Owner or any other person or entity, the future Owner of the Property, or of any lot or parcel of land or building included within the Property, agrees that the Property will be annexed into the corporate limits of the Town of Goldston, North Carolina at any time in the future when the Town determines to

annex the Property into the corporate limits of the Town of Goldston, North Carolina. The Owner agrees to take whatever steps are necessary to legally bind any future Owner to comply with any procedures which will be required to annex the Property into the corporate limits of the Town of Goldston, North Carolina and the Owner furthermore authorizes the Town Council of the Town to take any and all action necessary to effectuate the annexation.

10. The Owner will include in each and every deed to a purchaser of the Property, or of any lot or any parcel of land or building included within the Property, a restriction and covenant running with the land or building upon the heirs, administrators, successors and assigns of the Owner which provides that each lot or parcel of land or building included within the Property is subject to annexation into the corporate limits of the Town of Goldston, North Carolina at any time when the Town determines to annex the Property. The Owner hereby irrevocably appoints Paul S. Messick, Jr. or any successor Town Attorney of the Town, Attorney in Fact for the Owner of any lot or parcel of land or building included within the Property, each with full power to sign an Annexation Petition when requested by the Town, in the event the then Owner fails to meet the obligations imposed in this Agreement and does not sign an Annexation Petition to annex the Property to the Town, upon request.

11. Upon breach of the Agreement by withdrawal of the Petition for voluntary annexation of part, or all of the property described above the owners, successors in interest, tenants, lessees, or licensees of the property shall have no claim for damages, or other relief, as a result of such termination. It is the intent of the parties to this Agreement that the Town will furnish the described public utility services to the described property and that the property, in its entirety, shall be annexed into the Town either immediately, or when statutory conditions for annexation are met and the Town, in its sole discretion determines that annexation is appropriate.

12. This Agreement is binding upon the heirs, assigns, transferees, and successors in interest of owners and shall, upon execution, be recorded in the Office of the Register of Deeds of Chatham County, North Carolina. The conditions contained herein attach to, and shall run with, the described real property. The owners hereby warrant that they are the sole owners of the described tract, have full unencumbered title thereto, and have the right to enter into this Agreement and to make the representations given herein.

13. The designation of "Owner" as used herein shall include said party, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed as of the day and year first above written.

TOWN OF GOLDSTON

By: [Signature]  
Mayor

STATE OF NORTH CAROLINA  
COUNTY OF Chatham

I, Annie Kay King-Guines, Notary Public in and for the aforesaid County and State, do hereby certify that Jonathan W. Hensley Mayor of the Town of Goldston, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 6<sup>th</sup> day of June, 2021.

[Signature]  
Notary Public

My Commission Expires: 02/09/2027



IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed as of the day and year first above written.



*Bobby A. Branch*  
BOBBY A. BRANCH

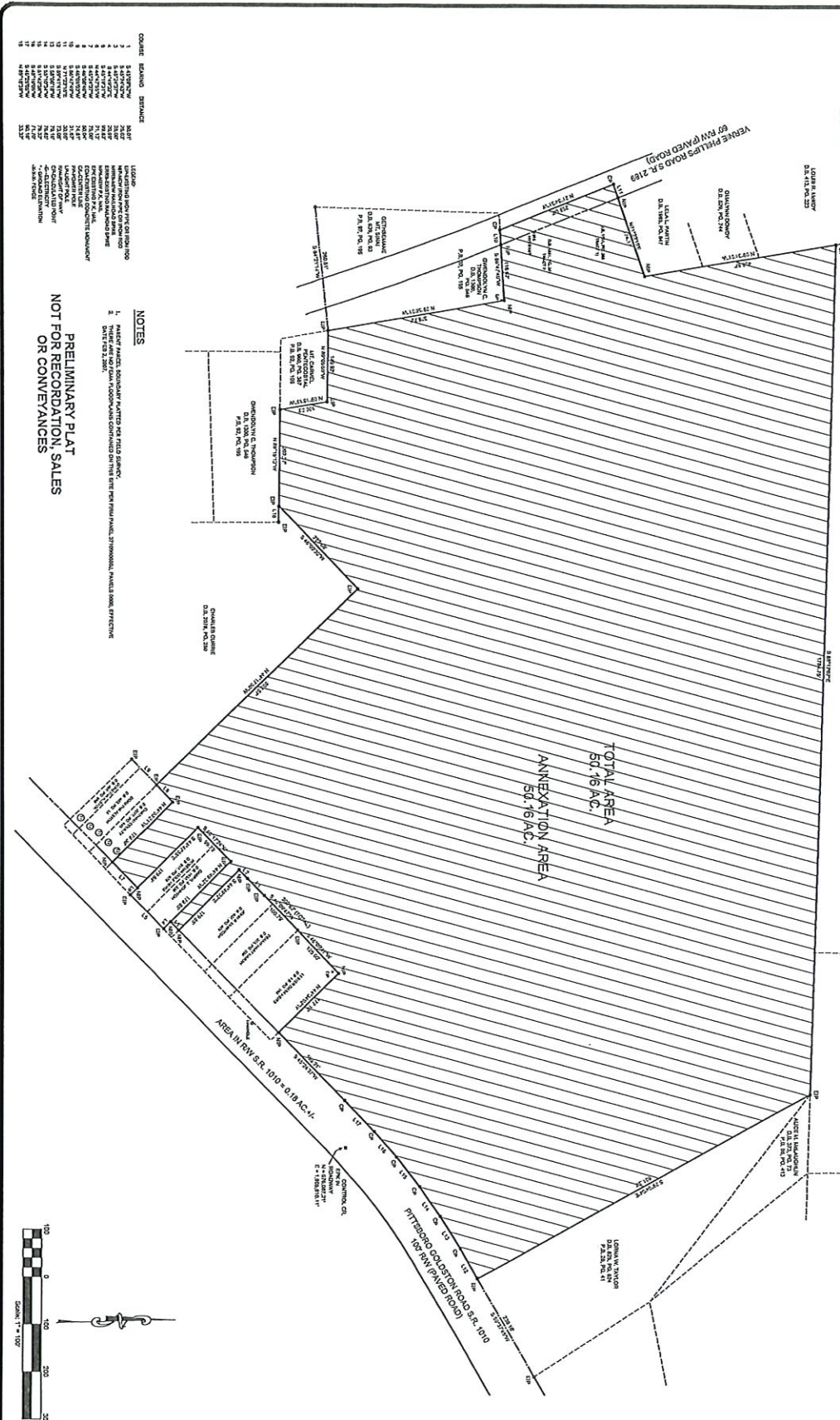
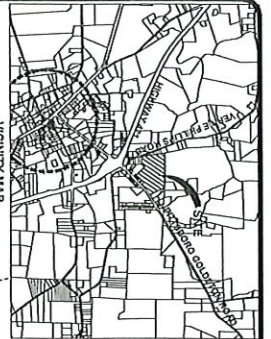
STATE OF NORTH CAROLINA  
COUNTY OF Lee

I, a Notary Public of Lee County and State aforesaid, certify that BOBBY A. BRANCH, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27<sup>th</sup> day of January, 2022.

My Commission Expires: 1/20/2025

*Amanda Blakley*  
Name: Amanda Blakley  
Notary Public



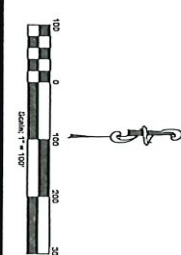
**COMPUTED DISTANCE**

1	3.87
2	3.87
3	3.87
4	3.87
5	3.87
6	3.87
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8	3.87
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32	3.87
33	3.87

**NOTES**

1. HAZARDOUS MATERIALS AND OTHER SPECIAL USES ARE SHOWN ON THE SITE PLAN AND SHALL BE REMOVED AND RESTORED TO ORIGINAL CONDITION BY THE OWNER AT HIS OWN RISK AND EXPENSE.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.

**PRELIMINARY PLAT  
NOT FOR RECORDATION, SALES  
OR CONVEYANCES**



**SITE DATA**

PROJECT NAME	BRANCH SUBDIVISION
OWNER	CHATHAM COUNTY
PREPARED BY	DAVID W. THURMAN
DATE	NOV. 2011
SCALE	1" = 100'
PROJECT NUMBER	DDSP# 1021-15

## BRANCH SUBDIVISION

### CHATHAM COUNTY GOLDSTON, NORTH CAROLINA

#### ANNEXATION PLAT - DRAFT

**AGENCY REVIEW ONLY**

DATE	11/15/11	DESIGNED BY	HTB
DATE		DRAWN BY	HTB
DATE		CHECKED BY	HTB
DATE		APPROVED BY	HTB

**PLANNING AND DESIGN SERVICES, INC.**

4778 CAROLINA ROAD  
2000 S. NORTH CAROLINA 27703  
703.755.4444  
www.planningandservices.com

Commencing at a point at existing iron pin on Pittsboro Goldston Road right of way with a bearing S 59-41-41 W a distance 73.05 to a point;  
Thence bearing S 58-06-18 W a distance of 79.16 to a point;  
Thence bearing S 55-10-34 W a distance of 76.65 to a point;  
Thence bearing S 51-42-38 W a distance of 79.32 to a point;  
Thence bearing S 48-19-05 W a distance of 71.70 to a point;  
Thence bearing S 46-25-05 W a distance of 90.16 to a point;  
Thence bearing S 45-24-37 W a distance of 198.91 to a point;  
Thence bearing N 44-34-02 W a distance of 177.10 to a point;  
Thence bearing S 46-09-47 W a distance of 125.00 to a point;  
Thence bearing S 46-09-47 W a distance of 100.79 to a point;  
Thence bearing S 45-09-52 W a distance of 50.01 to a point;  
Thence bearing S 45-24-43 W a distance of 25.03 to a point;  
Thence bearing S 44-49-32 E a distance of 179.85 to a point;  
Thence bearing S 45-24-37 W a distance of 25 to a point;  
Thence bearing N 44-49-32 W a distance of 179.85 to a point;  
Thence bearing S 45-17-24 W a distance of 99.73 to a point;  
Thence bearing S 44-47-55 E a distance of 179.64 to a point;  
Thence bearing N 44-47-55 W a distance of 21.13 to a point;  
Thence bearing S 45-24-37 W a distance of 75 to a point;  
Thence bearing N 44-53-21 W a distance of 179.36 to a point;  
Thence bearing S 46-08-46 W a distance of 50.04 to a point;  
Thence bearing N 44-17-50 W a distance of 592.57 to a point;  
Thence bearing S 46-09-30 W a distance of 239.68 to a point;  
Thence bearing N 89-15-13 W a distance of 202.27 to a point;  
Thence bearing N 09-15-15 W a distance of 100.03 to a point;  
Thence bearing N 89-05-59 W a distance of 149.92 to a point;  
Thence bearing N 09-56-01 W a distance of 376.72 to a point;  
Thence bearing S 86-47-49 W a distance of 116.62 to a point;  
Thence bearing S 86-47-49 W a distance of 31.67 to a point;  
Thence bearing N 21-54-31 W a distance of 259 to a point;  
Thence bearing N 71-23-15 E a distance of 30.05 to a point;  
Thence bearing N 71-33-15 E a distance of 174.17 to a point;  
Thence bearing N 09-31-01 W a distance of 408.97 to a point;  
Thence bearing S 88-17-07 E a distance of 1784.75 to a point;  
Thence bearing S 29-04-04 E a distance of 801.39 to a point;  
Said described parcel contains 50.06 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.