

NORTH CAROLINA)
)
FORSYTH COUNTY)

CLEMMONS/WINSTON SALEM ANNEXATION AGREEMENT

WHEREAS, the Village of Clemmons and the City of Winston-Salem, (the “participating governmental units”), duly incorporated municipalities under the laws of the State of North Carolina, each desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to them and desire to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6 entitled Annexation Agreements of the North Carolina General Statutes authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities, as well as residents and property owners in areas adjacent thereto.

NOW, THEREFORE, THE PARTICIPATING GOVERNMENTAL UNITS AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of Article 4A, Part 6 of N.C.G.S. Chapter 160A.
2. This Agreement shall terminate twenty years after its effective date unless earlier terminated in accordance with the provisions of Paragraph 7 hereof.
3. The Village of Clemmons shall not annex any area east of Muddy Creek or within the area bordered by Cooper Rd, Frye Bridge Rd and Phelps Farm Rd as shown on Attachment A, “Village of Clemmons & City of Winston Salem Annexation Agreement Map 2025”, incorporated herein and made part of this Agreement as if fully set out herein.
4. The City of Winston-Salem shall not annex any further area west of Muddy Creek, with the exception of the area bordered by Cooper Rd, Frye Bridge Rd and Phelps Farm Rd as shown on Attachment A, “Village of Clemmons & City of Winston Salem Annexation Agreement Map 2025”, incorporated herein and made part of this Agreement as if fully set out herein.
5. The effective date of this Agreement is _____, this Agreement having been entered into after Public Hearings held by the Clemmons Village Council and the City Council of Winston-Salem, and passage of an ordinance approving the Agreement by each of the participating governmental units.

6. Should, during the term of this Agreement, either participating governmental unit propose any annexation of areas subject to this Agreement, then in such event(s), said participating governmental unit shall give written notice to the other participating governmental unit at least sixty (60) days prior to the adoption of the annexation ordinance. 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 areas described in this Agreement, and further, in relation to roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days. This time period may be waived by the notified governmental unit in writing.

7. This Agreement may be modified or terminated by subsequent written agreement(s) entered into by the participating governmental units; however, any subsequent agreement(s) shall be approved by Ordinance only after public hearings as provided in N.C.G.S. Chapter 160A-48.24 (c).

8. This Agreement may be terminated unilaterally by either participating governmental unit, or either participating governmental unit may withdraw from this Agreement, by repealing the Ordinance which approved this Agreement and providing not less than five years' written notice to the other participating governmental unit. Upon the expiration of the five-year period, this Agreement shall terminate.

9. From and after the effective date of this Agreement, neither participating governmental unit shall adopt an annexation ordinance as to all or any portion of an area in violation of the Act or this Agreement.

10. 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 by either of the participating governmental units, unless both participating governments consent to the annexation.

11. Nothing in the Act nor this Agreement shall be construed to prevent the annexation of any area which is not subject to this Agreement by either of the participating governmental units.

12. Either participating governmental unit 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.

13. All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the United States mail in a sealed envelope, postage prepaid, certified mail, and addressed as follows:

Village of Clemmons
Village Manager
Village of Clemmons
3715 Clemmons Road
Clemmons, NC 27012

City of Winston-Salem
City Manager
City of Winston-Salem
Post Office Box 2511
Winston-Salem, NC 27102

14. This writing contains the entire Agreement between the participating governmental units, and there is merged herein all prior and collateral representations, promises and conditions in connection with the Annexation Agreement.

IN WITNESS WHEREOF, the Mayors of the Village of Clemmons and the City of Winston-Salem, the participating governmental units, by and under the authority granted by their respective municipalities in Ordinances Approving this Agreement, have hereunder executed this Agreement, in duplicate, to become effective as provided in paragraph 5 above.

This _____ day of _____, 2025.

VILLAGE OF CLEMMONS

Michael K. Rogers, Mayor

ATTEST:

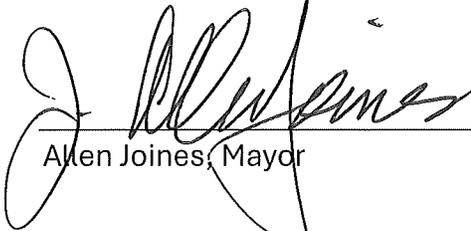
Lisa Shortt, Village Clerk

Approved at to form and legality,
this the ____ day of _____
_____, 2025.

Village Attorney

CITY OF WINSTON-SALEM




Allen Joines, Mayor

ATTEST:


Jayme Waldeck, City Clerk

Approved as to form and legality,
this the 8 day of January
_____, 2025.


Deputy City Attorney