

NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the Town of Midland (hereinafter “Midland”), being 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 their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Midland.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2016.
5. At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation, under the following circumstances:
 - i. if Charlotte is considering annexation within the area described as Exhibit A, notification shall be given to Midland.

- ii. if Midland is considering annexation within the area described as Exhibit B, notification shall be given to Charlotte
- iii. if the proposed annexation is not located in either of the areas described as Exhibit A or Exhibit B then notification will not be required.

6. 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 boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 5 above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 6(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Midland waives the notice requirements of Paragraph 5. Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Midland may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Midland does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5. Under no circumstances may this Paragraph be construed to relieve Midland of the obligation to give notice of any proposed annexation of any portion of the area described in

Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Midland, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. 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.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. a) If Midland lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Midland to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Midland.

b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Midland, Midland will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

10. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Midland, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Midland and spread upon their respective minutes.

11. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with

similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Midland to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Senior Deputy City Attorney

TOWN OF MIDLAND

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County (“Charlotte Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County (“Midland Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Midland Area is formed by the line between Midland and Harrisburg described in the annexation agreement between Midland and Harrisburg (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The easterly boundary of the Midland Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Midland Area is formed by the Cabarrus/Stanly County Line. The westerly boundary of the Midland Area is formed by the County Line.