

NORTH CAROLINA

MECKLENBURG AND UNION COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the Village of Marvin (hereinafter “Marvin ”), 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 the participating municipalities 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 Marvin.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Union County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is July 1, 2014.
5. a) 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 affected party 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: 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) Either party may waive, at its sole and absolute discretion, the notice requirements of Paragraph 5(a) 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; provided that, the Mayor of Charlotte is hereby duly authorized to waive said requirements on behalf of Charlotte; and provided further that, the Mayor for the Village of Marvin is hereby duly authorized to waive said requirements on behalf of Marvin.

c) Any waiver authorized by Paragraph 5(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, Marvin waives the notice requirements of Paragraph 5(a). 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. Marvin 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 Marvin 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(a). Under no circumstances may this Paragraph be construed to relieve Marvin 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 Marvin, whichever date is later.

6. From and after the effective date of this Agreement, neither 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, neither party may annex all or any portion of any area in violation of the Act or this Agreement.

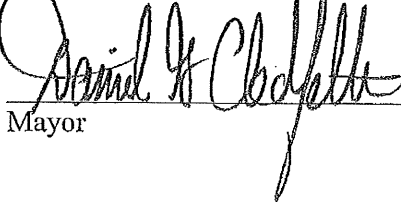
7. Nothing in the Act or this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

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

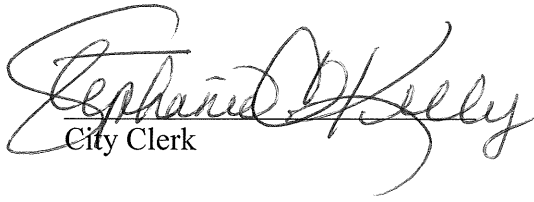
10. The parties acknowledge that development occurring along the Mecklenburg/Union County line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The parties anticipate that additional development along the County Line may occur with similar results. The parties 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 any of the parties may propose to amend this Agreement to permit one of the Union County parties to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tracts in Union 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.

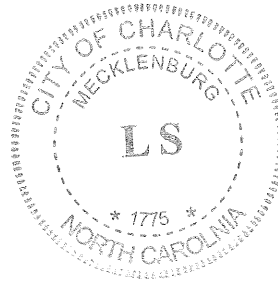
CITY OF CHARLOTTE



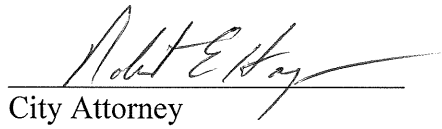
Mayor

ATTEST:

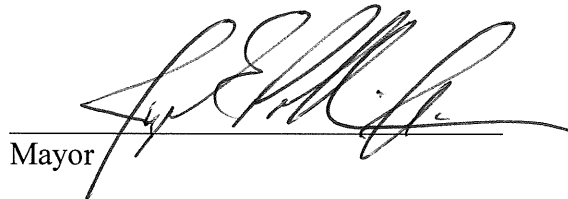

City Clerk



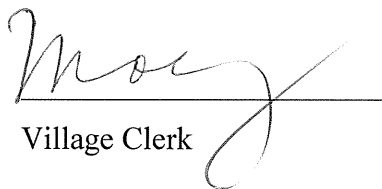
APPROVED AS TO FORM:


City Attorney

VILLAGE OF MARVIN


Mayor

ATTEST:


Village Clerk



APPROVED AS TO FORM:



Village Attorney

EXHIBIT A

That certain three mile wide portion of Mecklenburg County which is contiguous with the Union County/Mecklenburg County Line (the "County Line"), and extending in a generally Northwesterly direction into Mecklenburg County for a distance of three miles. The Northeasterly boundary of said portion is formed by a line which begins at the point of intersection of the northerly right-of-way margin of Pleasant Plains Road and the County Line and extends in a Northwesterly direction that is perpendicular to the portion of the County Line immediately adjacent to said point of intersection. The Northwesterly boundary of said portion is formed by a line which is Northwest of, parallel to and 3 miles distant from the County Line. The Southwesterly boundary of said portion is formed by the North Carolina/South Carolina State Line. The Southeasterly boundary of said portion is formed by the County Line.

EXHIBIT B

That certain three mile wide portion of Union County which is contiguous with the Union County/Mecklenburg County Line (the "County Line"), and extending in a generally Southeasterly direction into Union County for a distance of three miles. The Northeasterly boundary of said portion is formed by a line which begins at the point of intersection of the northerly right-of-way margin of Pleasant Plains Road and the County Line and extends in a Southeasterly direction that is perpendicular to the portion of the County Line immediately adjacent to said point of intersection. The Southeasterly boundary of said portion is formed by a line which is Southeast of, parallel to and 3 miles distant from the County Line. The Southwesterly boundary of said portion is formed by the North Carolina/South Carolina State Line. The Northwesterly boundary of said portion is formed by the County Line.