

ANNEXATION AGREEMENT
ORDINANCE ~~2020-06~~

WHEREAS, the Town of Weddington and the Village of Marvin, 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, Chapter 160 A, Article 4A, Part 6 of the General Statutes of North Carolina (hereinafter referred to as the "Act") 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 to such municipalities;

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as G.S. Chapter 160A, Article 4A, Part 6.
2. This Agreement shall be in effect until December 31, 2040.
3. The Village of Marvin may not annex the area described as the Town of Weddington Annexation Area on the attached map.
4. The Town of Weddington may not annex the area described as the Marvin Annexation Areas on the attached map.

The attached map labeled "Marvin/Weddington Annexation Agreement Map" maps show the above-described areas and are incorporated herein by reference.

5. The effective date of this Agreement shall be January 1, 2021 or the date of adoption of the approving ordinance by the last participating municipality to do so, whichever is later.
6. At least sixty (60) days before the adoption of any annexation ordinance, the participating municipality which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other participating municipality 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 area described in this Agreement; roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.
7. Any party may waive in writing, in its sole and absolute discretion, the notice requirements set out herein and the Act. Such waiver may only be made by the party's governing body. It is agreed that the Mayor of Weddington and the Mayor of Marvin are respectively authorized to execute waivers of said requirements, only

after such waiver has been approved by the governing board of their respective municipality. Any waiver shall only apply to the annexation described in said waiver. All written notices or waivers required by the terms of Paragraph 6 and 7 of this Agreement shall be sufficient if mailed certified mail, return receipt requested, to the Mayor of the municipality to whom such notice or waiver is directed.

8. This Agreement shall not be binding beyond three miles of the primary corporate limits of a participating municipality, unless approved by the Union County Board of Commissioners. Provided, however, that an area where this Agreement is not binding because of failure of the Board of County Commissioners to approve it, shall become subject to this Agreement if subsequent annexation brings it within three miles. The approval of a Board of County Commissioners shall be evidenced by a resolution adopted after a public hearing as provided in G.S 160A-58.24(c) and (e) and 160A-31(c).
9. A participating municipality may withdraw from this Agreement by repealing the ordinance which approved this Agreement and providing 120- day written notice to the other participating municipality. Upon the expiration of the 120-day period, this Agreement shall terminate.
10. From and after the effective date of this Agreement, neither the Town of Weddington nor the Village of Marvin may adopt a voluntary or involuntary annexation ordinance as to all or any portion of an area in violation of this Agreement.
11. This Annexation Agreement does not impact or affect any annexation petitions now pending with either party. Each party is hereby authorized to proceed with such action, as it deems appropriate pertaining to such pending annexation petitions independent of the provisions of this Agreement. Except as recited above, from and after the effective date of this Agreement, neither the Town of Weddington, nor the Village of Marvin may adopt a voluntary or involuntary annexation ordinance as to all or any portion of an area in violation of this Agreement.
12. This Agreement may be modified by a subsequent agreement entered into by the participating municipalities. Any subsequent agreement shall be approved by ordinance after public hearings as provided in G.S. 160A-31 (c).
13. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.
14. This writing contains the entire agreement between the participating municipalities.

IN WITNESS WHEREOF, the mayors of the participating municipalities execute this Agreement, in duplicate, to become effective as provided in paragraph 5 above.

TOWN OF WEDDINGTON

ATTEST:

BY:

Karen E Dewey Dec 18, 2020
Clerk Date

Elizabeth Callis Dec 17, 2020
Mayor Date

APPROVED AS TO FORM

Karen Wolter Jan 19, 2021
Town Attorney Date

VILLAGE OF MARVIN

ATTEST:

BY:

Austin W. Yow Dec 17, 2020
Clerk Date

Joseph E Pollino Jr Dec 17, 2020
Mayor Date

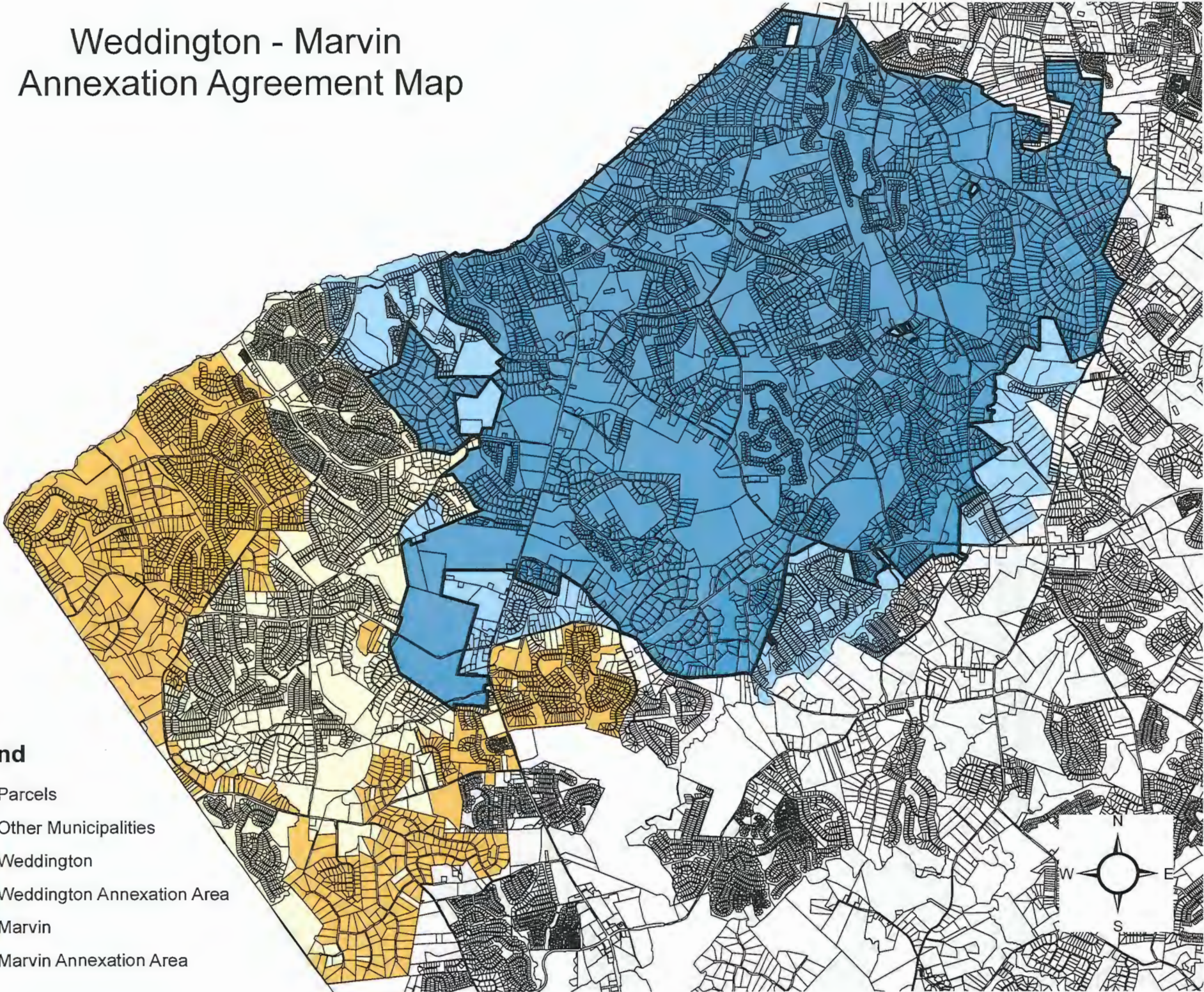
APPROVED AS TO FORM

W. Chaplin Spencer, Jr. Jan 19, 2021
Town Attorney Date

Weddington - Marvin Annexation Agreement Map

Legend

- Parcels
- Other Municipalities
- Weddington
- Weddington Annexation Area
- Marvin
- Marvin Annexation Area




Signature: 
Joseph E Pollino Jr (Dec 17, 2020 11:35 EST)
Email: joepollino@marvinn.org

Signature: 
Barbie Blackwell (Dec 17, 2020 14:56 EST)
Email: clerk@marvinn.org

Signature: 
Karen Wolter (Jan 19, 2021 09:53 EST)
Email: karen@bwsnclaw.com

Signature: 
Elizabeth Callis (Dec 17, 2020 14:55 EST)
Email: ecallis@townotweddington.com

Signature: 
Town Clerk Town of Weddington (Dec 18, 2020 09:14 EST)
Email: kdewey@townotweddington.com

Signature: 
W. Chapin Spencer, Jr. (Jan 19, 2021 10:23 EST)
Email: chaplinspencer@spencerfirm.com