

WHEREAS, the City of Kannapolis (hereinafter “Kannapolis”), and the Town of Huntersville (hereinafter “Huntersville”), 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 Kannapolis and Huntersville, and also to improve planning by public and private interest 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 twenty (20) years after its effective date.
3.
 - a) No portion of Kannapolis’ “Area of Consideration” as adopted is subject to annexation by Huntersville, except as described below.
 - b) No portion of Huntersville’s “Area of Consideration” as adopted is subject to annexation by Kannapolis, except as described below.
4. The effective date of this Agreement is _____, 2016.
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 written 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 municipality which has property within its Area of Consideration which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party’s governing body.

c) If either municipality does not waive its right to annex property within its Area of Consideration, the other municipality shall not annex such property.

d) 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.

e) So long as Kannapolis does not take any action by Ordinance or Resolution to annex any property within Huntersville's Area of Consideration, Huntersville waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Kannapolis of the obligation to give notice of any proposed annexation of any portion of Mecklenburg County within Huntersville's Area of Consideration. Huntersville 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 Kannapolis, whichever date is later.

f) So long as Huntersville does not take any action by Ordinance or Resolution to annex any property within Kannapolis' Area of Consideration, Kannapolis waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Huntersville of the obligation to give notice of any proposed annexation of any portion of Cabarrus County within Kannapolis' Area of Consideration. Kannapolis 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 Huntersville, whichever date is later.

6. The common dividing line ("Dividing Line") between Kannapolis' Area of Consideration and Huntersville's Area of Consideration shall be more particularly described, as follows

Beginning at a point marking the intersection of common Cabarrus County and Mecklenburg County line at its point of intersection with Eastfield Road (now or formerly referred to in Cabarrus County as Allen Harris Road), and from said beginning point running in a general northerly direction with the said common Cabarrus-Mecklenburg County line, intersecting with and crossing Huntersville-Concord Road, Poplar Tent Church Road, Davidson-Concord Road (Highway 73) and Stanley McElrath Road to the point of intersection with the City Limits Line of the Town of Davidson.

7. For purposes of this Agreement (and without regard to other Annexation Agreement either party may have with other municipalities), the Kannapolis Area of Consideration shall be that area lying generally east of the Dividing Line, and Huntersville's Area of Consideration shall be that area lying generally west of the Dividing Line.
8. 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.
9. This Agreement shall not take effect until and unless it is duly approved and executed by all parties.
10. 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.
11. 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.
12. If Kannapolis or Huntersville lawfully extend water or sewer facilities into the other party's Area of Consideration within the right of way of any public street, which subsequently is annexed by and becomes a public street of that other party, the party that extended the utility will be permitted 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 Kannapolis or Huntersville's Area of Consideration.
13. The provisions of this Agreement applicable to Kannapolis and Huntersville may only be amended or terminated upon the written agreement of Kannapolis and Huntersville, approved by the Ordinance of the governing boards and executed by the Mayors of Kannapolis and Huntersville and spread upon its respective Minutes. Except that either municipality may unilaterally terminate this Agreement by repealing the Ordinance approving this Agreement and giving the other municipality five (5) years notice of such repeal to the other, and at the end of such five (5) years this Agreement shall terminate.

Dated this _____ day of _____, 2016.

CITY OF KANNAPOLIS

BY: _____
M. Darrell Hinnant, Mayor

ATTEST:

City Clerk
(SEAL)

APPROVE AS TO FORM:

Walter M. Safrit, II, City Attorney

TOWN OF HUNTERSVILLE

BY: _____
John Aneralla, Mayor

ATTEST:

Town Clerk
(SEAL)

APPROVE AS TO FORM:

Robert B. Blythe, Town Attorney