

ORDINANCE NO. 3161-X

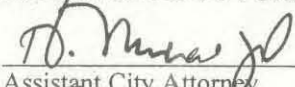
AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 316 TODD ROAD PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF UNLIMITED POSSIBILITIES INC, 7209 EAST HARRIS BLVD #116, CHARLOTTE N.C. 28227

WHEREAS, the dwelling located at 316 Todd Road in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 316 Todd Road in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

*L. D.*  
  
Assistant City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page 50.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3162-X

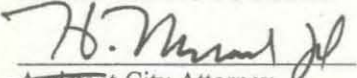
AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 5920 TORRENCE STREET PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF ROBERT D. HILL, 79 CABARRUS AVE WEST, CONCORD, NC 28025

WHEREAS, the dwelling located at 5920 Torrence Street in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 5920 Torrence Street in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

*J. Dyg*  
  
Assistant City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 12 and recorded in full in Ordinance Book 54, Page 51.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15<sup>th</sup> day of December, 2005

  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3163-X

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2405 DUNDEEN STREET PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF JAMES RUFUS PHILLIPS, 2500 BOOKER AVE, CHARLOTTE N.C. 28216.

WHEREAS, the dwelling located at 2405 Dundeen Street in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 2405 Dundeen Street in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

*J. P. [Signature]*  
Assistant City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page 52.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

*Stephanie C. Kelly*  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3164-X

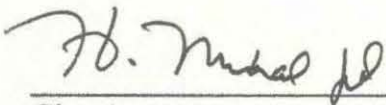
O-43

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 2996-X, THE 2005-2006 BUDGET ORDINANCE, PROVIDING AN APPROPRIATION FROM UNITED FAMILY SERVICE FOR A BILINGUAL DOMESTIC VIOLENCE COUNSELOR**

BE IT ORDAINED, by the City Council of the City of Charlotte:

- Section 1. That the sum of \$81,440 is hereby estimated to be available from Police Assets Forfeiture funds.
- Section 2. That the sum of \$81,440 is hereby appropriated to the Public Safety Grants fund 0413 for a bilingual domestic violence counselor.
- Section 3. All ordinances in conflict with this ordinance are hereby repealed.
- Section 4. This ordinance shall be effective upon adoption.

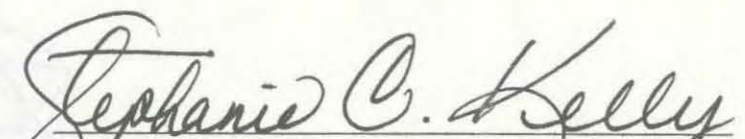
Approved as to form:

  
\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 12 and recorded in full in Ordinance Book 54, Page 53.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005

  
\_\_\_\_\_  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3165-X

O-44

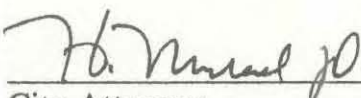
AN ORDINANCE TO AMEND ORDINANCE NUMBER 2996-X, THE 2005-2006 BUDGET ORDINANCE, PROVIDING AN APPROPRIATION FROM POLICE ASSETS FORFEITURE FUNDS FOR CMPD'S COMMUNICATIONS PLAN

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BE IT ORDAINED, by the City Council of the City of Charlotte:

- Section 1. That the sum of \$50,000 is hereby estimated to be available from Police Assets Forfeiture funds.
- Section 2. That the sum of \$50,000 is hereby appropriated to the Public Safety Grants fund 0413 for CMPD's communications plan.
- Section 3. All ordinances in conflict with this ordinance are hereby repealed.
- Section 4. This ordinance shall be effective upon adoption.


Approved as to form:

  
\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page 54.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

  
\_\_\_\_\_  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3166-X

O-45

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2996-X, THE 2005-2006 BUDGET ORDINANCE PROVIDING ALTERNATIVE FUNDING SOURCES FOR THE WATER AND SEWER CAPITAL INVESTMENT PLAN, MCALPINE NUTRIENT REDUCTION PROJECT

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That funding sources associated with Section 4, Schedule K are hereby amended as follows:

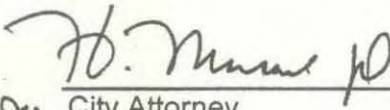
	From	To
Water Revenue Bonds	\$41,831,000	\$41,831,000
Sewer Revenue Bonds	119,182,500	118,508,200
Contribution from Water and Sewer Operating Fund	7,950,000	7,950,000
EPA Grant	0	674,300
<b>Total</b>	<b>\$168,963,500</b>	<b>\$168,963,500</b>

Section 2. That the McAlpine Nutrient Reduction Project (2071.631.31) is hereby amended to reflect the revised funding sources.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

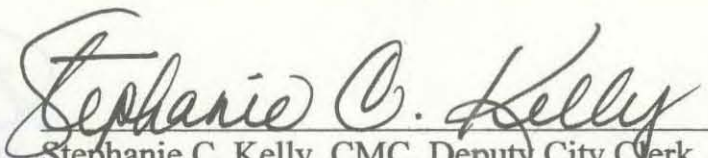
Approved as to form:

  
City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 12 and recorded in full in Ordinance Book 54, Page 55.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005

  
Stephanie C. Kelly, CMC, Deputy City Clerk

2005-11-15  
Ordinance Book 54, Page 56

ORDINANCE NO. 3167-X

X-616 ORDINANCE O-46

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2996-X, THE 2005-2006 BUDGET ORDINANCE, APPROPRIATING FUNDING FROM DUKE ENERGY CORPORATION FOR THE FIXED NUCLEAR FACILITY RESPONSE PROGRAM

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$47,500 is hereby estimated to be available from Duke Energy Corporation for the purchase of specialized equipment for the Fixed Nuclear Facility Response Program

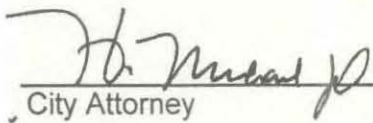
Section 2. That the sum of \$47,500 is hereby appropriated to the Public Safety Grants Fund (0413) Center 530.31

Section 3. That the existence of the project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

Section 4. All ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page 56.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

  
\_\_\_\_\_  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3168-X

O-47

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2996-X, THE 2005-2006 BUDGET  
ORDINANCE, PROVIDING APPROPRIATIONS FOR UTILITY LINE RELOCATIONS.

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$4,498,082.34 is hereby estimated to be available from Water and Sewer Bonds.

Section 2. That the sum of \$4,498,082.34 is hereby appropriated to the Water and Sewer Capital Projects Fund (2071) as follows:

Center	Amount
635.29 - Water Main Relocation	\$ 3,236,413.34
633.24 - Sewer in Streets to be Widened	1,261,669.00
<b>Total</b>	<b>\$ 4,498,082.34</b>

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective immediately.

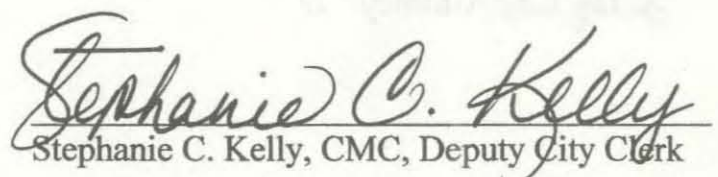
Approved as to Form:

  
City Attorney

**CERTIFICATION**

, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 12 and recorded in full in Ordinance Book 54, Page 57.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005

  
Stephanie C. Kelly, CMC, Deputy City Clerk



ORDINANCE NO. 3169-X

AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN CITY OF CHARLOTTE AND CITY OF CONCORD

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statements presented at the public hearing held on December 12, 2005 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the City of Concord is hereby approved and ratified, and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2006.

Adopted this 12th day of December, 2005.

CITY OF CHARLOTTE

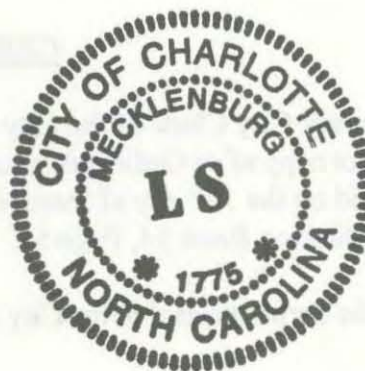
By: Patent L McCrory

ATTEST:

Stephanie C. Kelly  
Deputy City Clerk

APPROVED AS TO FORM:

D. Michael J. [Signature]  
Sr. Asst. City Attorney



NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

### ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") the City of Concord, 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 Concord.  
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, 2006.
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 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) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(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. The Mayor of Charlotte is duly authorized to waive said requirements.

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, Concord 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. Concord 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 Concord 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 Concord 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 Concord, 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 Concord 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 Concord 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 Concord.

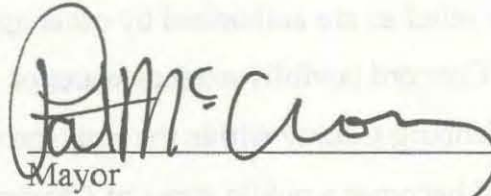
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Concord, Concord will permit Charlotte to maintain and extend water and sewer facilities 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.

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


10. 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 Concord 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

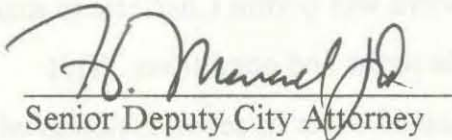
  
Mayor

ATTEST:

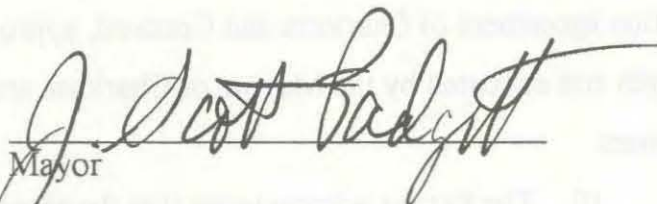
  
Deputy City Clerk



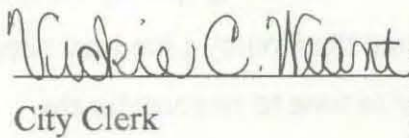
APPROVED AS TO FORM:

  
Senior Deputy City Attorney

CITY OF CONCORD

  
Mayor

ATTEST:

  
City Clerk



APPROVED AS TO FORM:

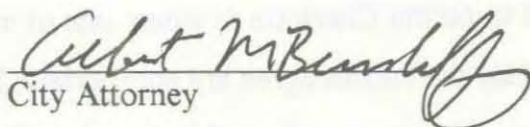
  
City Attorney

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 ("Concord Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends from the County Line in a generally easterly direction into Cabarrus County for a distance of three miles. The southerly boundary of the Concord Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Concord and Harrisburg (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Concord Area is formed by a line which is generally east of, parallel to and 3 miles distant from the County Line. The northerly boundary of the Concord Area is formed by the center of the rights-of-way of N.C. 73. The westerly boundary of the Cabarrus Area is formed by the County Line.

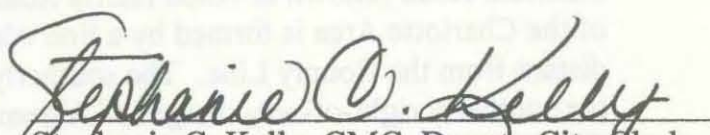
December 12, 2005  
Ordinance Book 54, Page 64

December 12, 2005  
Ordinance Book 54, Page 64

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page(s) 58-64.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

  
Stephanie C. Kelly, CMC, Deputy City Clerk

ORDINANCE NO. 3170-X

AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN CITY OF CHARLOTTE AND TOWN OF HARRISBURG

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statements presented at the public hearing held on December 12, 2005 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Harrisburg is hereby approved and ratified, and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2006.

Adopted this 12th day of December, 2005.

CITY OF CHARLOTTE

By: Patent McCreary

ATTEST:

Stephanie C. Kelly  
Dep. City Clerk

APPROVED AS TO FORM:

H. M. Murrell, Jr.  
City Attorney



NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

## ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") the Town of Harrisburg, 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 Harrisburg.  
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, 2006.
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 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) Any party may waive, in 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. The Mayor of Charlotte is duly authorized to waive said requirements.

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, Harrisburg 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. Harrisburg 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 Harrisburg 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 Harrisburg 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 Harrisburg, 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 Harrisburg 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 Harrisburg 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 Harrisburg.

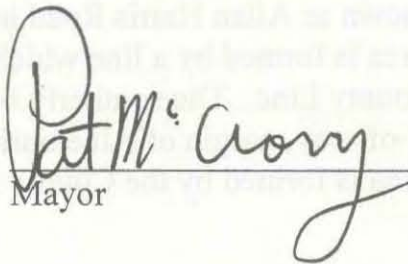
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Harrisburg, Harrisburg will permit Charlotte to maintain and extend water and sewer 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.

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

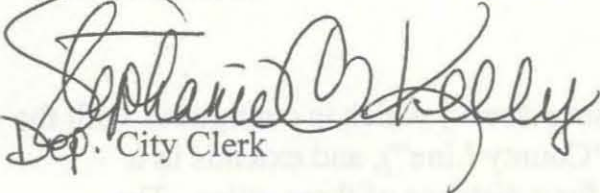
10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge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

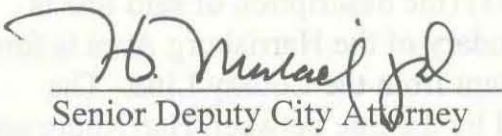
CITY OF CHARLOTTE

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Dep. City Clerk

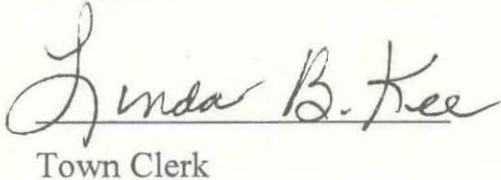
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior Deputy City Attorney

TOWN OF HARRISBURG

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

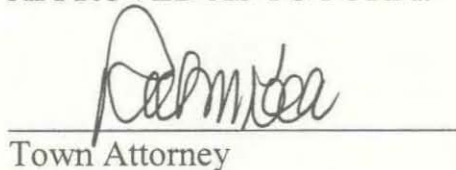
  
\_\_\_\_\_  
Town Attorney

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 ("Harrisburg 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 Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg 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 Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

December 12, 2005  
Ordinance Book 54, Page 71

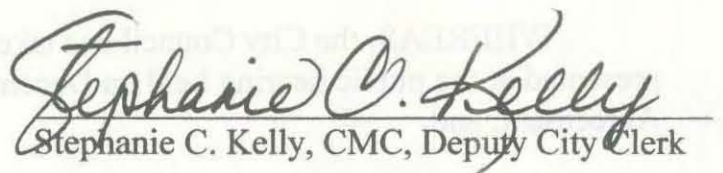
December 12, 2005  
Ordinance Book 54, Page 71

ORDINANCE NO. 771-X

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123 and recorded in full in Ordinance Book 54, Page(s) 65-71.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005

  
Stephanie C. Kelly, CMC, Deputy City Clerk

Section 1. The proposed Amendment Agreement between the City of Charlotte and the Town of Midland is hereby approved and ratified, and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte in accordance with the provisions of the Agreement.

Section 2. The approved Agreement is attached to this ordinance and is hereby approved and ratified, and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte in accordance with the provisions of the Agreement.

Section 3. This approving ordinance shall take effect on January 1, 2006.

passed the 12th day of December, 2005.

CITY OF CHARLOTTE  


  
Stephanie C. Kelly, CMC, Deputy City Clerk

APPROVED AS TO FORM:  
  
Deputy City Clerk

ORDINANCE NO. 3171-X

AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN CITY OF CHARLOTTE AND TOWN OF MIDLAND

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statements presented at the public hearing held on December 12, 2005 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Midland is hereby approved and ratified, and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2006.

Adopted this 12th day of December, 2005.

CITY OF CHARLOTTE

By: Patrick L. McCrory

ATTEST:  
Stephanie C. Kelly  
Dep. City Clerk

APPROVED AS TO FORM:  
H. Michael J. [Signature]  
Sr. Asst. City Attorney

NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

## ANNEXATION AGREEMENT

WHEREAS, the Town of Charlotte (hereinafter "Charlotte") the Town of 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, 2006.
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 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) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(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. The Mayor of Charlotte is duly authorized to waive said requirements.

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, Midland 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. 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(a). 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.

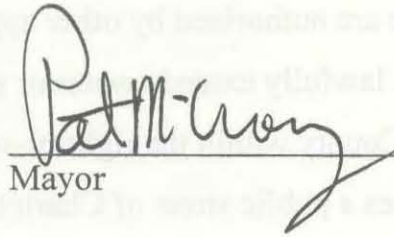
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Midland, Midland will permit Charlotte to maintain and extend water and sewer facilities 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.

9. 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.

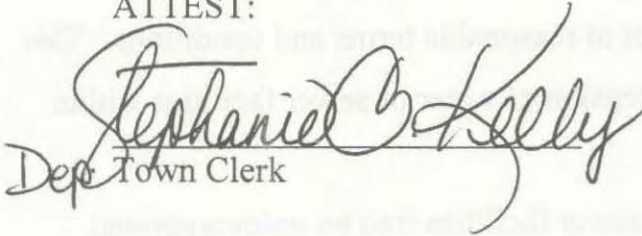
10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge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

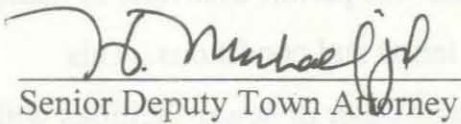
TOWN OF CHARLOTTE

  
\_\_\_\_\_  
Mayor

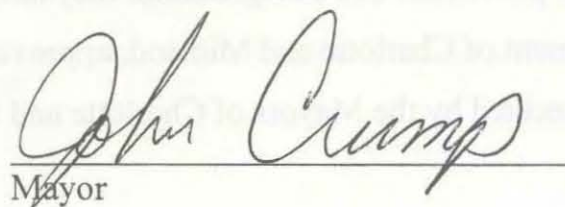
ATTEST:

  
\_\_\_\_\_  
Dep. Town Clerk

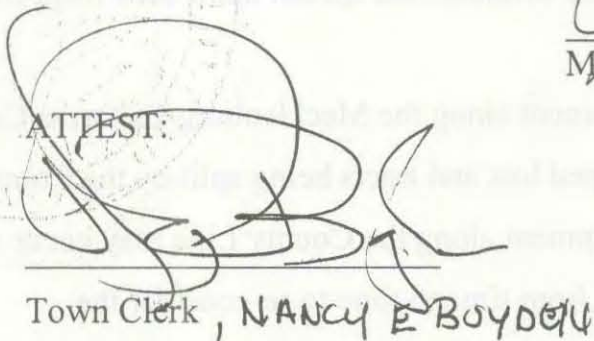
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior Deputy Town Attorney

TOWN OF MIDLAND

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk, NANCY E. BOYDEN

APPROVED AS TO FORM:

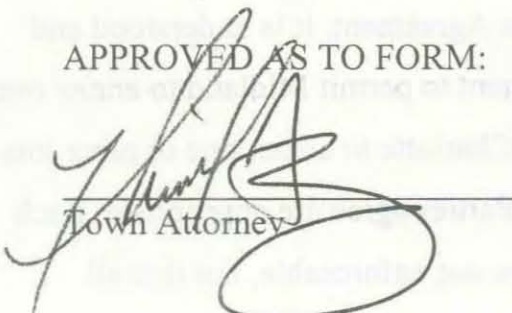
  
\_\_\_\_\_  
Town Attorney

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)

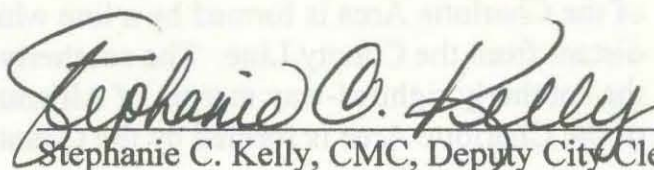
That certain portion of Cabarrus County ("Midland Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Midland Area is formed by 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.

December 12, 2005  
Ordinance Book 54, Page 78

**CERTIFICATION**

I, Stephanie C. Kelly, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12<sup>th</sup> day of December, 2005, the reference having been made in Minute Book 123, and recorded in full in Ordinance Book 54, Page(s) 72-78.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of December, 2005.

  
Stephanie C. Kelly, CMC, Deputy City Clerk