

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF ANSON
AND
TOWN OF PEACHLAND**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the County of Anson, hereinafter referred to as the County, and the Town of Peachland, hereinafter referred to as the Municipality.

A. PURPOSE

The purpose of this memorandum is to continue to develop and expand a framework of cooperation between the County and the Municipality by acknowledging and adopting the Anson County Voluntary and Enhanced Voluntary Agricultural District Ordinance.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The inhabitants of both the County and the Municipality have recognized the need to promote agricultural values and the general welfare of their communities and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other impacts on properly managed farms; and the county has therefore enacted an ordinance authorizing the creation of Voluntary Agricultural Districts.

C. RESPONSIBILITIES

THE COUNTY AND MUNICIPALITY SHALL:

1. Acknowledge and respect such programs that have been established within one or the other's jurisdiction prior to the enacting of this memorandum.
2. Coordinate respective programs to maximize their benefits to the people of the County and the Municipality.
3. Allow farmland, horticultural land and forestland in a county-operated Voluntary Agricultural District within municipal city-limits to participate in the Anson County VAD/EVAD Program without loss of benefits, as soon as practicable after adoption of the Anson County Voluntary and Enhanced Voluntary Agricultural District ordinance by the Town of Peachland.
4. Ensure that farmland, horticultural land and forestland in a county-operated Voluntary Agricultural District or Enhanced Voluntary Agricultural District is transferred to the Town of Peachland upon annexation of that land by the Town of Peachland; without loss of benefits to the landowner.

D. CONTACTS AND ACKNOWLEDGEMENT

1. PRINCIPAL CONTACTS: The Principal contacts for this instrument are:

County Contact:

Name: Janine Rywak

Phone: 704-694-2915

Fax: 704-694-2248

E-mail: janine_rywak@ncsu.edu

Municipality Contact:

Name: Lynn Griffin

Phone: 704-272-7781

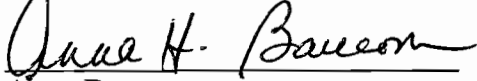
Fax: 704-272-7781

E-mail: townofpeachland@windstream.net

2. NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training of other services must fully comply with all applicable requirements for competition.
3. COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective in perpetuity.
4. REVOCAION OF AGREEMENT: By providing 90 days written notice to the Anson County Agricultural Advisory Board, the Town may revoke this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below:

County Representative:



Anna Baucom

Chairman, Anson County Board of Commissioners

Municipality Representative:



Richard Allen

Mayor, Town of Peachland

Date: 4/13/10

Date: 4-5-10