

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2007

S

D

SENATE DRS55686-LM-184* (05/13)

Short Title: Fletcher Annexation Agreement. (Local)

Sponsors: Senator Apodaca.

Referred to:

A BILL TO BE ENTITLED

AN ACT TO AUTHORIZE THE TOWN OF FLETCHER TO ENTER INTO AN
AGREEMENT FOR THE CONVEYANCE OF LAND TO THE TOWN IN LIEU
OF ANNEXATION.

The General Assembly of North Carolina enacts:

SECTION 1. Notwithstanding any applicable provision of the General Statutes or any other public or local law, the Town of Fletcher is granted certain contract powers as follows:

- (1) The Town of Fletcher may, by agreement, provide that certain property described in the agreement as the "Meritor Property" may not be involuntarily annexed by the Town prior to December 31, 2029, under the General Statutes as they now exist or may be subsequently amended. The Town of Fletcher shall not seek to repeal this act upon its approval by the General Assembly.
- (2) If no portion of the Meritor Property is used or held for use for industrial uses for a period of 180 consecutive days, the prohibition on involuntary annexation provided for in subdivision (1) of this section shall cease to be of any force and effect. For purposes of this section, the term "industrial uses" means any use for the manufacture, assembly, storage, distribution, or development of any good or related service or any general office or training use associated with any of the foregoing and includes any type of manufacturing facility or warehouse used to support a manufacturing facility and any manufacturing use that complies with the requirements of Zoning Category M-1 of the Town of Fletcher Zoning Code.
- (3) Any agreement entered into as provided in subdivision (1) of this section is deemed by this section to be proprietary and commercial in

1 nature and is specifically determined to be consistent with the public
2 policy of the State of North Carolina.

3 (4) Any agreement entered into as provided in subdivision (1) of this
4 section is a continuing agreement and is binding on and enforceable
5 against the current and future members of the Town Council of the
6 Town of Fletcher during the full term of the agreement and any
7 extension thereof.

8 (5) The parties to any agreement entered into as provided in subdivision
9 (1) of this section are authorized by this section to modify, amend, and
10 extend the agreement on mutual written consent, without the approval
11 of the General Assembly, provided that any modification or
12 amendment does not materially alter the concept of the agreement.

13 **SECTION 2.** The Town of Fletcher may accept the conveyance of a 93.97-
14 acre tract of land located in Henderson County, and more particularly described in the
15 general warranty deed recorded in the Office of the Register of Deeds of Henderson
16 County in Book 1056, Page 702, et seq., and other good and valuable consideration in
17 lieu of taxes as consideration for the agreement discussed in Section 1 of this act.

18 **SECTION 3.** The agreement under Section 1 of this act shall apply to the
19 Meritor Property described as follows: an 86.32-acre tract identified as Henderson
20 County Parcel No. 9652232678.

21 **SECTION 4.** This act is effective when it becomes law.