

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2007**

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SENATE BILL 2130*

Short Title: Fletcher Annexation Agreement.

(Local)

Sponsors: Senator Apodaca.

Referred to: State & Local Government.

May 29, 2008

A BILL TO BE ENTITLED

1 AN ACT TO AUTHORIZE THE TOWN OF FLETCHER TO ENTER INTO AN
2 AGREEMENT FOR THE CONVEYANCE OF LAND TO THE TOWN IN LIEU
3 OF ANNEXATION.
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5 The General Assembly of North Carolina enacts:

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

- 9 (1) The Town of Fletcher may, by agreement, provide that certain
10 property described in the agreement as the "Meritor Property" may not
11 be involuntarily annexed by the Town prior to December 31, 2029,
12 under the General Statutes as they now exist or may be subsequently
13 amended. The Town of Fletcher shall not seek to repeal this act upon
14 its approval by the General Assembly.
- 15 (2) If no portion of the Meritor Property is used or held for use for
16 industrial uses for a period of 180 consecutive days, the prohibition on
17 involuntary annexation provided for in subdivision (1) of this section
18 shall cease to be of any force and effect. For purposes of this section,
19 the term "industrial uses" means any use for the manufacture,
20 assembly, storage, distribution, or development of any good or related
21 service or any general office or training use associated with any of the
22 foregoing and includes any type of manufacturing facility or
23 warehouse used to support a manufacturing facility and any
24 manufacturing use that complies with the requirements of Zoning
25 Category M-1 of the Town of Fletcher Zoning Code.
- 26 (3) Any agreement entered into as provided in subdivision (1) of this
27 section is deemed by this section to be proprietary and commercial in
28 nature and is specifically determined to be consistent with the public
29 policy of the State of North Carolina.

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

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

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

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

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