

## **Memorandum of Understanding Henderson County Farm Preservation and Voluntary Agriculture District Program**

This MEMORANDUM OF UNDERSTANDING, made and entered into this the 13th day of March, 2014 by and between the TOWN OF MILLS RIVER, a municipal corporation created by enactment of the General Assembly of North Carolina in 2003, hereinafter referred to as the "Town", and HENDERSON COUNTY, a county organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "County".

WHEREAS the TOWN has enacted the State of North Carolina authority extended to them by § 106-743.1. **Enhanced voluntary agricultural districts** adopted into Town Code in March 13, 2014, but does not have a structure in place to administer such program; AND,

WHEREAS North Carolina General Statutes sections 160A-460 through 466 comprise the Interlocal Cooperation Act, giving local governments the authority to "enter into contracts or agreements with each other in order to execute any undertaking."; AND,

WHEREAS the COUNTY has an existing structure that administers the Enhanced Voluntary Agriculture District provisions of the Henderson County Code of Ordinances within the County; AND,

WHEREAS the TOWN is fully within the COUNTY boundary; and

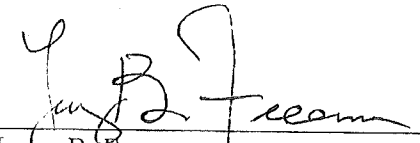
WHEREAS the purpose of this Memorandum of Understanding is to provide for the administration of Mills River Ordinances providing for establishment and administration of Enhanced Voluntary Agricultural Districts within the Town by and through the County.

NOW THEREFORE, the heretofore named and described parties agree to and enter into the following UNDERSTANDING:

1. The COUNTY shall implement, enforce and administer the COUNTY Code Chapter 45, Farmland Preservation within TOWN corporate boundaries under the TOWN's municipal authority granted by the State of North Carolina. This is not to be construed as to designate or assign the COUNTY any zoning authority within the TOWN's boundary either explicitly or implied.
2. Participation of TOWN parcels in the COUNTY Enhanced Voluntary Agriculture District Program is strictly voluntary by the parcel owner and participation may be rescinded at any time.
3. This MEMORANDUM OF UNDERSTANDING does not obligate fund exchanges by either aforementioned party.
4. Any costs incurred for publication of notice required by Chapter 45 of the Henderson County Code of Ordinances shall be borne by the Town. The parties do not anticipate any other costs related to or arising out of this MEMORANDUM OF UNDERSTANDING that will be allocated between the parties or charge to any third party.
5. No penalties shall apply to either party for withdrawing from the MEMORANDUM OF UNDERSTANDING or failing to comply with its terms.
6. The term of this MEMORANDUM OF UNDERSTANDING shall be for a period of twenty (20) years unless terminated at any time by either party giving notice of intent to terminate this MEMORANDUM OF UNDERSTANDING, in writing sixty (60) days prior to termination.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the  
day and year first above written.

TOWN OF MILLS RIVER

BY:   
Lary B. Freeman  
Mayor

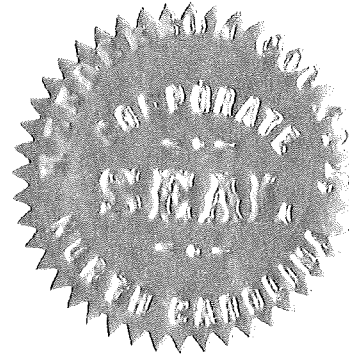


ATTEST:

  
Susan L. Powell, MMC, NCCMC  
Town Clerk/Finance Officer

HENDERSON COUNTY

BY: 



ATTEST:

