

**AN ORDINANCE APPROVING A
TOWN OF RURAL HALL/ CITY OF KING
ANNEXATION AGREEMENT**

WHEREAS, in order to enhance orderly planning by municipalities and the residents and property owners in areas adjacent to such municipalities, Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes authorizes municipalities to enter into binding agreements to annexation by one or more of the participating municipalities; and

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

WHEREAS, the Councils of the Town of Rural Hall and the City of King, in compliance with the aforementioned General Statutes, held public hearings on the matter of said municipalities entering into an agreement concerning annexation; and

WHEREAS, the Council of the Town of Rural Hall has taken into consideration the statement presented at the Town public hearing; and

WHEREAS, the Council of the Town of Rural Hall finds it to be in the best interest of the citizens and residents of the Town to enter into the proposed Annexation Agreement attached to this ordinance; and

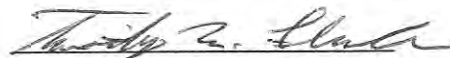
NOW THEREFORE BE IT ORDAINED, by the Council of the Town of Rural Hall that:

Section 1. The proposed Annexation Agreement between the Town of Rural Hall and the City of King is hereby approved and ratified, and the Mayor is directed to execute this same.

Section 2. The Annexation Agreement is attached to this ordinance and is incorporated herein; and this ordinance and the executed Annexation Agreement shall be attached to the minutes of this meeting.

Section 3. This approving ordinance is effective upon adoption of like ordinance approved by the City of King.

ADOPTED this 14th day of September 2020.


Timothy M. Flinchum, Mayor

ATTEST:


Dora K. Moore, Town Clerk



**AN ORDINANCE APPROVING A
CITY OF KING/TOWN OF RURAL HALL
ANNEXATION AGREEMENT**

WHEREAS, in order to enhance orderly planning by municipalities and the residents and property owners in areas adjacent to such municipalities, Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes authorizes municipalities to enter into binding agreements to annexation by one or more of the participating municipalities; and

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

WHEREAS, the Councils of the City of King and the Town of Rural Hall in compliance with the aforementioned General Statutes held public hearings on the matter of said municipalities entering into an agreement concerning annexation; and

WHEREAS, the City Council of the City of King has taken into consideration information and public input presented at a duly advertised public hearing; and

WHEREAS, the City Council of the City of King finds it to be in the best interest of the City to enter into the proposed Annexation Agreement attached to this ordinance;

NOW THEREFORE BE IT ORDAINED by the King City Council that:


Section 1. The proposed Annexation Agreement between the City of King and the Town of Rural Hall is hereby approved and ratified, and the Mayor is directed to execute same.

Section 2. The Annexation Agreement is attached to this ordinance and is incorporated herein; and, this ordinance and the executed Annexation Agreement shall be attached to the minutes of this meeting.

Section 3. This approving ordinance is effective upon adoption.

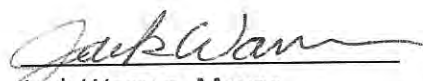
ADOPTED this 8th day of September 2020.

ATTEST:



Nicole Branshaw, City Clerk





Jack Warren, Mayor

TOWN OF RURAL HALL/CITY OF KING ANNEXATION AGREEMENT

WHEREAS, the Town of Rural Hall and the City of King, (the "participating governmental units"), duly incorporated municipalities under the laws of the State of North Carolina, each desires to enhance the orderly planning of their respective municipalities, desires to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to them, and desires to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 143 of the 1989 Session Laws of the North Carolina General Assembly (hereinafter referred to as the "Act") authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein; and further in accordance with the authority granted each of the parties under North Carolina General Statutes Chapter 160A, Article 4A, Part 6, the participating governmental units agree as follows:

1. This Annexation Agreement ("Agreement") is executed pursuant to the authority of the Act, codified as Article 4A, Part 6 of the General Statutes Chapter 160A.
2. This Agreement shall terminate twenty (20) years after its effective date unless earlier terminated in accordance with the provisions of Paragraph 7 herein.
3.
 - A. The Town of Rural Hall shall not annex the areas to the west of the described agreement line as described in the attached Exhibit A and further shown on the attached map Exhibit B labeled "King — Rural Hall Annexation Agreement" both of which are incorporated herein and made a part of this Agreement as if fully set out herein;
 - B. The City of King shall not annex the areas to the east of the described agreement line as described in the attached Exhibit A and further shown on the attached map Exhibit B labeled "King — Rural Hall Annexation Agreement" both of which are incorporated herein and made a part of this Agreement as if fully set out herein.
4. The effective date of this Annexation Agreement is Sept. 14, 2020, this Agreement having been entered into after Public Hearings held by the governing Councils of the participating governmental units, and passage of an ordinance approving the Agreement by each of the participating governmental units.
5. Should, during the term of this Agreement, either participating governmental unit propose any annexation of areas subject to this Agreement, then in such event(s), said participating governmental unit shall give written notice to the other participating governmental unit at least sixty (60) days prior to the adoption of the annexation ordinance.

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 areas described in this Agreement, and further, in relation to roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than 180 days. This time period may be waived by the notified city in writing.

6. This Agreement may be modified or terminated by subsequent written agreement(s) entered into by the participating governmental units; however, any subsequent agreement(s) shall be approved by Ordinance only after public hearings as provided in N.C.G.S. 160A-31(c).

7. This Agreement may be terminated unilaterally by either participating governmental unit, or either participating governmental unit may withdraw from this Agreement, by repealing the Ordinance which approved this Agreement and providing not less than five years' written notice to the other participating governmental unit. Upon the expiration of the five-year period, this Agreement shall terminate.

8. From and after the effective date of this Agreement, neither participating governmental unit shall adopt an annexation ordinance as to all or, any portion of an area in violation of the Act or this Agreement.

9. 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 by either of the participating governmental units.

10. Nothing in the Act nor this Agreement shall be construed to prevent the annexation of any area which is not subject to this Agreement by either of the participating governmental units.

11. Either participating governmental unit which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

12. All notices, requests, and other communications hereunder shall be deemed to have been given when deposited in the United States mail in a sealed envelope, postage prepaid, certified mail, and addressed as follows:

Town of Rural Hall
Town Manager
Town of Rural Hall
423 Bethania Street
P.O. Box 549
Rural Hall, NC 27045-0549

City of King
City Manager
City of King
229 South Main Street
P.O. Box 1132
King, NC 27021-1132

13. This writing contains the entire agreement between the participating governmental units, and there is merged herein all prior and collateral representations, promises, and conditions in connection with the Agreement.

IN WITNESS WHEREOF, the Mayors of the Town of Rural Hall and the City of King, the participating governmental units, by and under the authority granted by their respective municipalities in Ordinances Approving this Agreement, have hereunder executed this Agreement, in duplicate, to become effective as provided in paragraph 4 above.

This 14th day of September 2020.


Town of Rural Hall

(SEAL)

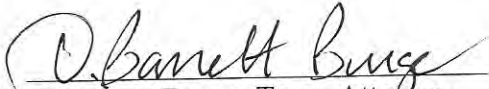


ATTEST:


Timothy M. Flinchum, Mayor


Dora K. Moore, Town Clerk

APPROVED AS TO FORM AND LEGALITY THIS 14th DAY OF SEPTEMBER 2020.

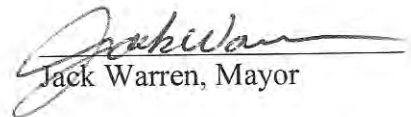

D. Barrett Burge, Town Attorney

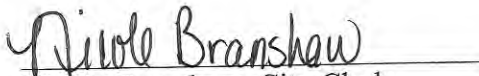
City of King

(SEAL)

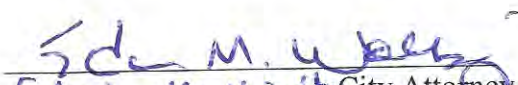


ATTEST:


Jack Warren, Mayor





Nicole Branshaw, City Clerk

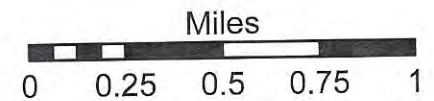
APPROVED AS TO FORM AND LEGALITY THIS 8th DAY OF September, 2020.


Edwin M. White, City Attorney

Rural Hall Annexation Agreement Areas

Agreement Areas

-  Rural Hall may not Annex
-  Tobaccoville and King may not Annex
-  Agreement Line



Created: 09-15-2020
Data Sources:
Forsyth County Tax Administration,
Winston-Salem/Forsyth County
Planning & Development Services Dept.,
MapForsyth

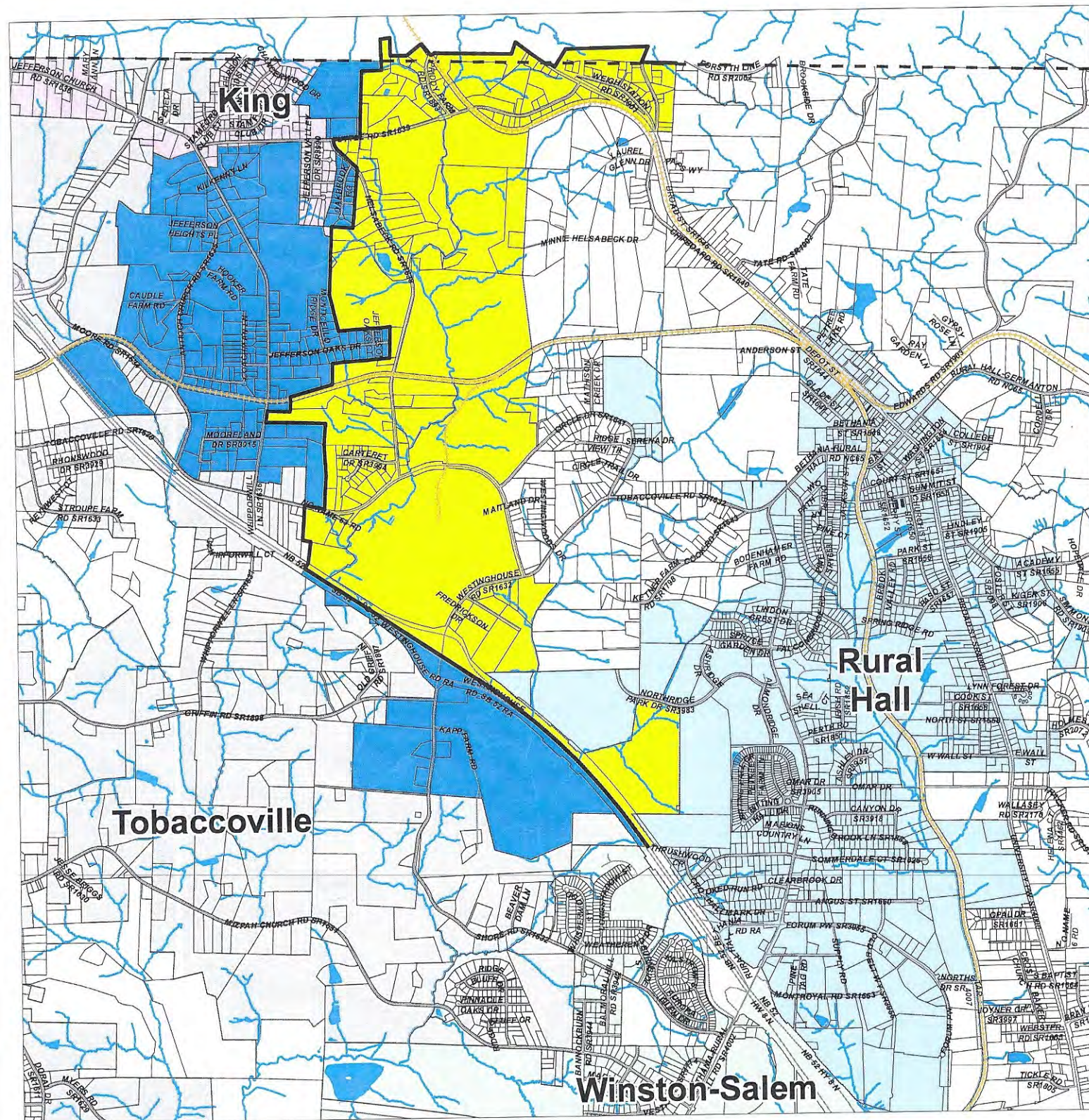


EXHIBIT A:
Annexation Agreement Boundary between the
City of King and the Town of Rural Hall

King may not annex south and east and Rural Hall may not annex north and west of the line defined as:

BEGINNING at a point, said point being the northeast corner of Block 4959, Lot 31C; thence west approximately 661 feet along the north lines of Block 4959, Lots 31C, 32A, and 32B to the northwest corner of said Lot 32B; thence north approximately 350 feet along the west line of Block 4959, Lot 33 crossing Forsyth Line Road to a point, said point being the northeast corner of Block 4960, Lot 9A, extended to and being in the east right-of-way line of N.C. Highway 66; thence west crossing N.C. Highway 66 and along the north line of said Lot 9A approximately 1635 feet to the northwest corner of said Lot 9A; thence southwest along the west line of said Lot 9A approximately 400 feet to the southwest corner of said Lot 9A; thence northeast along the south line of Block 4960, Lot 9B approximately 100 feet to the southwest corner of said Lot 9B; thence west approximately 180 feet, crossing Old U.S. Highway 52 to a point, said point lying in the western right-of-way line of Old U.S. Highway 52, the east line of Block 4960, Lot 52, and in the Forsyth/Stokes County line; thence northwest approximately 670 feet along the northeast lines of Block 4960, Lots 52, 51, 13B, and 12B to the north corner of said Lot 12B; thence southwest along the west line of said Lot 12B approximately 180 feet to the northeast corner of Block 4960, Lot 12A; thence west along the north line of said Lot 12A approximately 1150 feet to the northwest corner of said Lot 12A; thence south along the west line of said Lot 12A approximately 30 feet to the northeast corner of Block 4971, Lot 1P; thence west approximately 340 feet to a point at the northwest corner of said Lot 1P and in the east right-of-way line of Priddy Farm Road; thence south approximately 180 feet along the east right-of-way line of Priddy Farm Road along the west line of Block 4971, Lot 1J and crossing the Norfolk Southern Railway to the north corner of Block 4971, Lot 202; thence northwest crossing Priddy Farm Road and then along the northeast line of Block 4971, Lot 1Y approximately 340 feet to the north corner of said Lot 1Y; thence southwest along the northwest line of said Lot 1Y approximately 330 feet to the west corner of said Lot 1Y; thence west approximately 320 feet, along the north line of Lots 212 and 220D, of Block 4971 to a point, said point being in the east line of Block 4971, Lot 1C and the northwest corner of Block 4971, Lot 220D ; thence north along the east line of Block 4971, Lot 1C approximately 350 feet to the northeast corner of said Lot 1C; thence southwest along the north line of said Lot 1C approximately 200 feet to the northwest corner of said Lot 1C: thence along the west line of said Lot 1C the next 3 calls: south approximately 590 feet to a point; west approximately 360 feet to a point, and thence south 466 feet to the southwest corner of said Lot 1C; thence south along the west line of Block 4971, Lots 2J, 2C, 2A, and 2K approximately 790 feet to the southwest corner of said Lot 2K; thence south crossing Tuttle Road approximately 60 feet to the northeast corner of Block 4971, Lot 8C; thence west along the north lines of

Block 4971, Lots 8C and 8F approximately 520 feet to the northwest corner of said Lot 8F; thence south along the west line of said Lot 8F approximately 160 feet to a point; thence south, crossing Helsabeck Road approximately 90 feet to the northwest corner of Block 4971, Lot 8G; thence with the boundary of Block 4971, Lot 8G the following three courses and distances: (1) southeast along the north line of 8G and with the southern right of way line of Helsabeck Road approximately 544 feet, (2) south along the east line of Lot 8G approximately 1084.36 feet to the southeast corner of said Lot 8G, and (3) west along the south line of Lot 8G approximately 416.43 feet to the northeast corner of Block 4971B, Lot 102; thence south along the east line of said Lot 102 approximately 210 feet to, and ending at, the southeast corner of said Lot 102.