

**AN ORDINANCE APPROVING A  
TOWN OF RURAL HALL/ VILLAGE OF TOBACCOVILLE  
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 Village of Tobacoville, 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:

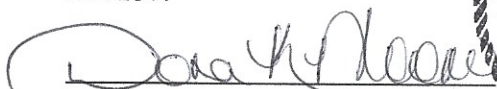
Section 1. The proposed Annexation Agreement between the Town of Rural Hall and the Village of Tobacoville is hereby approved and ratified, and the Mayor is directed to execute this same.

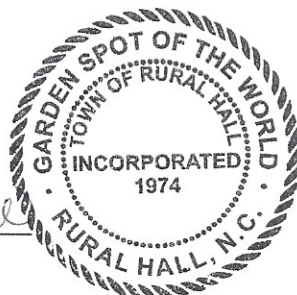
Section 2. The Annexation Agreement is attached to this ordinance and is incorporated herein; and, this ordinance and the executed Annexation Agreement shall be attached to the minutes of this meeting.

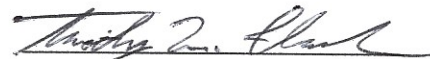
Section 3. This approving ordinance is effective upon adoption of like approving ordinance by the Village of Tobacoville.

**ADOPTED** this 9<sup>th</sup> day of December 2019.

ATTEST:

  
Dora K. Moore, Town Clerk



  
Timothy M. Flinchum, Mayor

**TOWN OF RURAL HALL/VILLAGE OF TOBACCOVILLE  
ANNEXATION AGREEMENT**

WHEREAS, the Town of Rural Hall and the Village of Tobaccoville, (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 "Tobaccoville — 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 Village of Tobaccoville 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 "Tobaccoville — 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 1/2, 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:

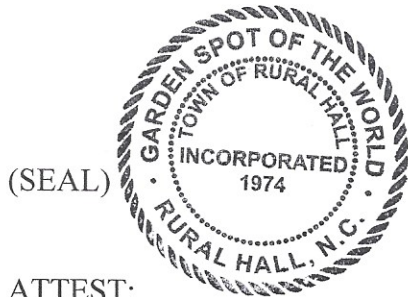
Town of Rural Hall  
Town Manager  
Town of Rural Hall  
423 Bethania Street  
P.O. Box 549  
Rural Hall, NC 27045-0549

Village of Tobaccoville  
Village Administrator  
Village of Tobaccoville  
4260 Tobaccoville Road  
P.O. Box 332  
Tobaccoville, NC 27050-0332


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 Village of Tobaccoville, 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.

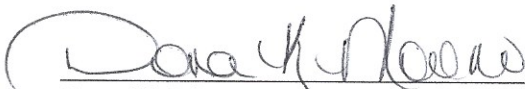
This 9<sup>th</sup> day of December 2019.



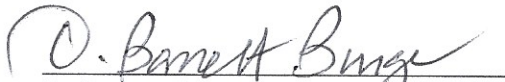
Town of Rural Hall

  
Timothy M. Flinchum, Mayor


ATTEST:

  
Dora K. Moore, Town Clerk

APPROVED AS TO FORM AND LEGALITY THIS 9<sup>th</sup> DAY OF December 2019.

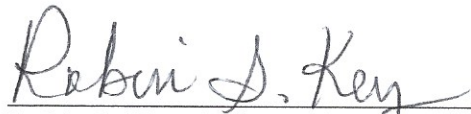
  
D. Barrett Burge, Town Attorney

Village Of Tobaccoville

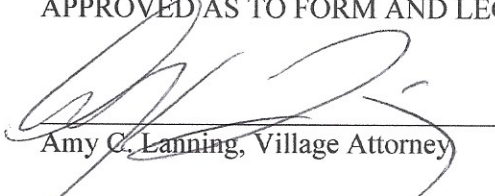
  
Mark Baker, Mayor

ATTEST:

SEAL

  
Robin S. Key, Village Clerk

APPROVED AS TO FORM AND LEGALITY THIS 2 DAY OF January, 2020.

  
Amy C. Lanning, Village Attorney

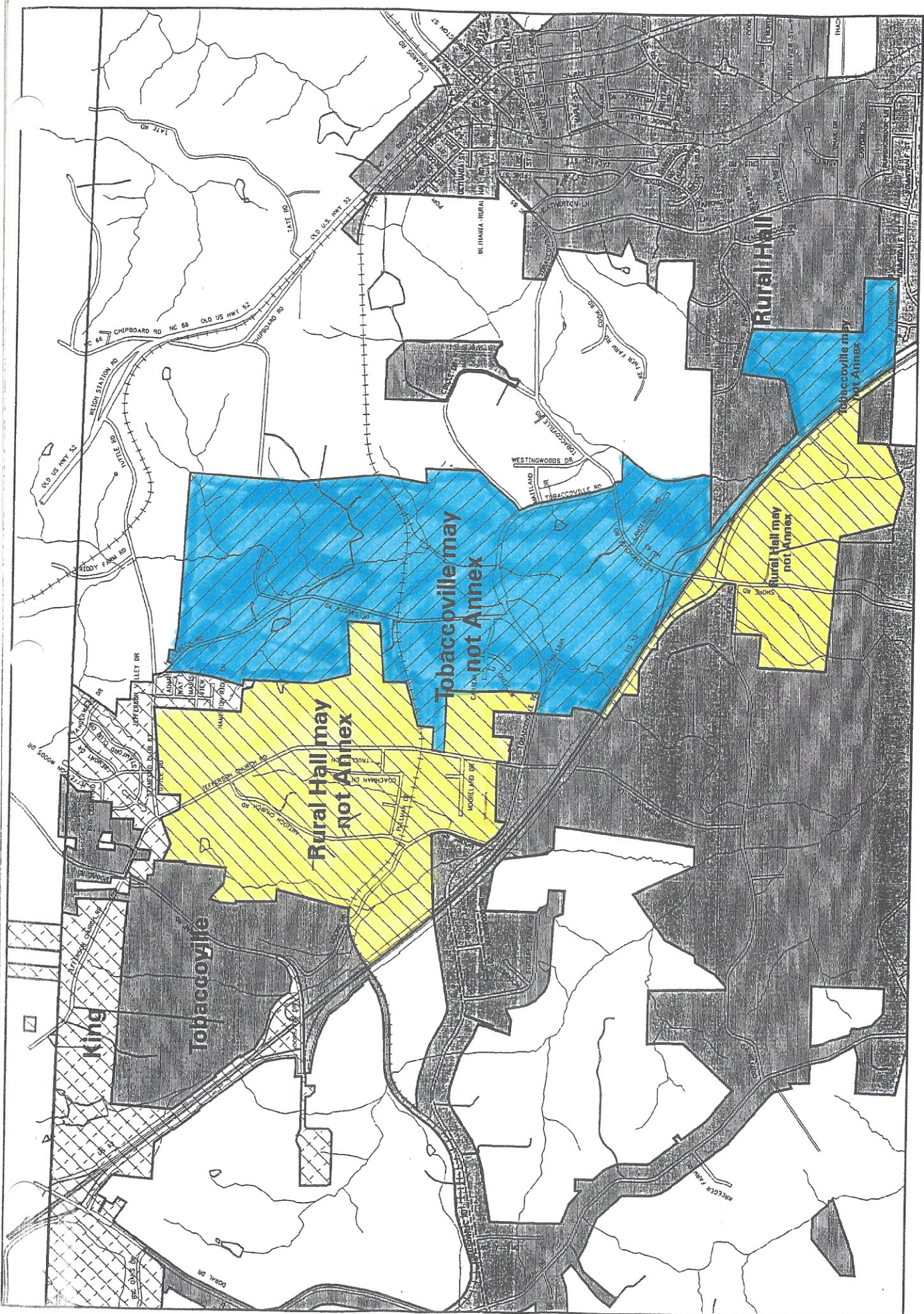


**EXHIBIT A:**  
**Annexation Agreement Boundary between the**  
**Village of Tobaccoville and the Town of Rural Hall**

Areas to the east and north of the described agreement line may not be annexed by the Village of Tobaccoville and areas to the west and south of the described agreement line may not be annexed by the Town of Rural Hall, said line being described as follows:

**Beginning at a point**, said point being the southeast corner of Tax Lot 102 of Block 4971B; thence south along the west lines of Tax Lots 3T, 3V, 4B, and 4F of Block 4971 approximately 1135 feet to the northeast corner of Tax Lot 5K of Block 4971; thence southeast along the west line of Tax Lot 4F of Block 4971 approximately 731 feet to the southwest corner of said lot 4F; thence east along the south line of said lot 4F approximately 1010 feet to the northwest corner of Tax Lot 32A of Block 4960; thence south along the west line of said lot 32A approximately 604 feet to the southwest corner of said lot 32A; thence west along the north line of Tax Lots 3A and 3B of Block 4971D approximately 1009 feet to the northwest corner of said lot 3B; thence south along the west line of said lot 3B approximately 407 feet to the southwest corner of said lot 3B; thence southwest along the south line of Tax Lots 2C and 1B approximately 856 feet to a point, said point being along the south line of said lot 1B and the intersection of the eastern line of Tax Lot 6G of Block 4971, extended; thence south approximately 105 feet from said point, crossing the Norfolk Southern Railroad, to the northeast corner of Tax Lot 6G of Block 4971; thence south along the east line of said lot 6G and Tax Lot 101 of Block 4971 approximately 193 feet to the southeast corner of said lot 101; thence west along the south line of said lot 101 approximately 427 feet to the southwest corner of said lot 101; thence south along the west line of Tax Lot 26M of Block 4972 approximately 213 feet to the northwest corner of Tax Lot 17 of Block 4972; thence east along the north line of Tax Lots 17 and 25 of Block 4972 approximately 1165 feet to the northeast corner of said lot 25; thence south along the east lines of Tax Lots 25, 24H and 21B of Block 4972 approximately 1704 feet to the southeast corner of said lot 21B; thence west along the south line of said lot 21B approximately 226 feet to a point, thence south 10 feet to a point along the south line of said lot 21B, thence continuing west 173 feet along the south line of said lot 21B to the southwest corner of said lot 2113; thence south approximately 58 feet crossing Tobaccoville Road to the northwest corner of Tax Lot 11B of Block 4972; thence south along the west line of said lot 11B approximately 463 feet to the southwest corner of said lot 11B; thence east along the north line of Tax Lot 10J of Block 4972 approximately 159 feet to the northeast corner of said lot 10J; thence south along the east line of said lot 10J approximately 415 feet to the southeast corner of said lot 10J, thence south approximately 145 feet along the east line of said lot 10J, extended, to a point, said point being on the centerline of U.S. Highway 52; thence south along the centerline of U.S. Highway 52 approximately 4815 feet to a point, said point being on a line whose endpoints are the northeast corner of Tax Block 27A of Block 4968A and the southeast corner of Tax Lot 8A of Block 4968 and said point being situated approximately 210 feet west the northeast corner of said lot 27A and approximately 150 feet east of the southeast corner of said lot 8.





# Tobaccoville - Rural Hall Annexation Agreement

Plot Date: October 21, 1999  
 Created By: City-County Planning Board  
 Data Sources: Forsyth County GIS and Winston-Salem GIS



## Part 6. Annexation Agreements.

**§ 160A-58.21. Purpose.** It is the purpose of this Part to authorize cities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such cities as well as residents and property owners in areas adjacent to such cities. (1989, c. 143.)

**§ 160A-58.22. Definitions.** The words defined in this section shall have the meanings indicated when used in this Part: (1) "Agreement" means any written agreement authorized by this Part. (2) "Annexation" means any extension of a city's corporate limits as authorized by this Article, the charter of the city, or any local act applicable to the city, as such statutory authority exists now or is hereafter amended. (3) "Participating city" means any city which is a party to an agreement. (1989, c. 143.)

**§ 160A-58.23. Annexation agreements authorized.** Two or more cities may enter into agreements in order to designate one or more areas which are not subject to annexation by one or more of the participating cities. The agreements shall be of reasonable duration, not to exceed 20 years, and shall be approved by ordinance of the governing board and executed by the mayor of each city and spread upon its minutes. (1989, c. 143.)

**§ 160A-58.24. Contents of agreements; procedure.** (a) The agreement shall: (1) State the duration of the agreement. (2) Describe clearly the area or areas subject to the agreement. The boundaries of such area or areas may be established at such locations as the participating cities shall agree. Thereafter, any participating city may follow such boundaries in annexing any property, whether or not such boundaries follow roads or natural topographical features. (3) Specify one or more participating cities which may not annex the area or areas described in the agreement. (4) State the effective date of the agreement. (5) Require each participating city which proposes any annexation to give written notice to the other participating city or cities of the annexation at least 60 days before the adoption of any annexation ordinance; provided, however, that the agreement may provide for a waiver of this time period by the notified city. (6) Include any other necessary or proper matter. (b) The written notice required by subdivision (a)(5) of this section 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 area or areas described pursuant to subdivision (a)(2) of this section, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days. (c) No agreement may be entered into under this Part unless each participating city has held a public hearing on the agreement prior to adopting the ordinance approving the agreement. The governing boards of the participating cities may hold a joint public hearing if desired. Notice of the public hearing or hearings shall be given as provided in G.S. 160A-31(c). (d) Any agreement entered into under this Part may be modified or terminated by a subsequent agreement entered into by all the participating cities to that agreement. The subsequent agreement shall be approved by ordinance after a public hearing or hearings as provided in subsection (c). (e) No agreement entered into under this Part shall be binding beyond three miles of the primary corporate limits of a participating city which is permitted to annex the area under the agreement, unless approved by the board of county commissioners with jurisdiction over the area. Provided however, that an area where the agreement is not binding because of failure of the board of county commissioners to approve it, shall become subject to the agreement if subsequent annexation brings it within three miles. The approval of a board of county commissioners shall be evidenced by a resolution adopted after a public hearing as provided in subsection (c). (1) A participating city may terminate an annexation agreement unilaterally or withdraw itself from the agreement, by repealing the ordinance by which it approved the agreement and providing five years' written notice to the other participating cities. Upon the expiration of the five-year period, an agreement originally involving only two cities shall terminate, and an agreement originally involving more than two cities shall terminate unless each of the other participating cities shall have adopted an ordinance reaffirming the agreement. (1989, c.143.)

**§ 160A-58.25. Effect of agreement.** From and after the effective date of an agreement, no participating city may adopt an annexation ordinance as to all or any portion of an area in violation of the agreement. (1989, c.143.)

**§ 160A-58.26. Part grants no annexation authority.** Nothing in this Part shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law. (1989, c. 143.)

**§ 160A-58.27. Relief.** (a) Each provision of an agreement shall be binding upon the respective parties. Not later than 30 days following the passage of an annexation ordinance concerning territory subject to an agreement, a participating city which believes that another participating city has violated this Part or the agreement may file a

petition in the superior court of the county where any of the territory proposed to be annexed is located, seeking review of the action of the city alleged to have violated this Part or the agreement. (b) Within five days after the petition is filed with the court, the petitioning city shall serve copies of the petition by certified mail, return receipt requested, upon the respondent city. (c) Within 15 days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent city shall transmit to the reviewing court: (1) A transcript of the portions of the ordinance or minute book in which the procedure for annexation has been set forth; (2) A copy of resolutions, ordinances, and any other document received or approved by the respondent city's governing board as



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**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 Village of Tobaccoville, 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 Village of Tobaccoville has taken into consideration the statement presented at the Village public hearing; and

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

**NOW THEREFORE BE IT ORDAINED**, by the Council of the Village of Tobaccoville that:

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

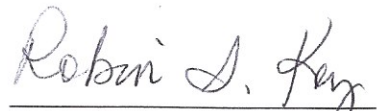
Section 2. The Annexation Agreement is attached to this ordinance and is incorporated herein; and, this ordinance and the executed Annexation Agreement shall be attached to the minutes of this meeting.

Section 3. This approving ordinance is effective upon adoption of like approving ordinance by the Town of Rural Hall.

**ADOPTED**, this 2nd day of January, 2020.



Mark Baker, Mayor



Robin S. Key, Village Clerk