

NORTH CAROLINA

GUILFORD COUNTY

GREENSBORO-HIGH POINT JOINT ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this the 20th day of October, 2008 by and between the City of Greensboro and the City of High Point.

WHEREAS, the City of Greensboro and the City of High Point entered into a joint annexation agreement on December 20, 1988;

WHEREAS, the City of Greensboro and the City of High Point amended this joint annexation agreement on November 1, 1999;

WHEREAS, the City of Greensboro and the City of High Point desire to enter into a new joint annexation agreement to replace the 1988 joint annexation agreement;

WHEREAS, the City of Greensboro and the City of High Point, both being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the two Cities and also to improve planning by public and private interests in such areas;

WHEREAS, Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly (hereinafter referred to as the "Act") authorizes municipalities located in Guilford County to enter into agreements designating areas which are not subject to annexation by the participating municipalities; and

NOW, THEREFORE, THE TWO CITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall terminate on the 21st day of October, 2038.
3. Attached hereto and incorporated herein by reference is Exhibit A which describes a Line 1 and a Line 2 in Guilford County. No portion of land west or south of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of Greensboro during the term of this Agreement. No portion of land east or north of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of High Point during the term of this Agreement. In the area between the southern end of Line 1 and the northern end of Line 2, which is in the vicinity of the Town of Jamestown, the Jamestown-High Point and the Greensboro-Jamestown Annexation Agreement boundaries shall be observed by the respective Cities.
4. Attached hereto and incorporated herein by reference is Exhibit B which is a map of a portion of Guilford County that indicates Line 1 and Line 2 described in Exhibit A.
5. For the purposes of this Agreement, whenever the right-of-way line of a street, other than an Interstate highway, described in Exhibit A is moved due to an increase in right-of-way width or a change in alignment, the Agreement Line shall be on the new right-of-way line.
6. The effective date of this Agreement is October 20, 2008.

7. At least thirty (30) days before the adoption of any annexation ordinance covering property within Guilford County by either City, the Planning Director of the City which is considering annexation shall give written or electronic notice to the other City of the proposed annexation. The City of High Point need not provide notice if a straight line from the property proposed for annexation to the closest point on Line 1 or Line 2 passes through property already within the High Point city limits. The City of High Point and the City of Greensboro hereby authorize each other to use whichever of these two forms of notice the City sending the notice prefers. 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 boundaries of the area which the annexing City has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eight (180) days.
8. From and after the effective date of this Agreement, neither City may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither City may annex all or any portion of any 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, except G.S. 160A-58.1(b)(2) shall not apply.
10. Any party, 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.
11. This Agreement may not be amended or terminated except upon the written agreement of both Cities, approved by resolution of the governing boards and executed by the Mayors of the Cities, and spread upon their respective minutes.
12. The Cities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each City may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by each of their properly authorized officials on the day and year first above written, and this Agreement is executed in duplicate.

CITY OF GREENSBORO

By: *Yvonne J. Johnson*
Mayor

ATTEST:

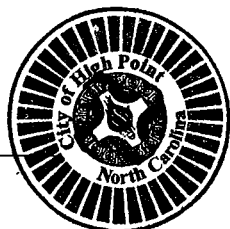
Schultz
Asst. City Clerk

APPROVED AS TO FORM:

Angelina N. Kentos
City Attorney

ATTEST:

Lisa A. Verling
City Clerk



CITY OF HIGH POINT

By: *Rebecca R. Smith*
Mayor

APPROVED AS TO FORM:

MB
City Attorney

Exhibit A

Line 1

BEGINNING at a point, said point being the intersection of the present southern right-of-way line of Business Interstate 40 with the Guilford/Forsyth County Line; thence along said right-of-way line and the southern right-of-way line of Interstate 40 in an easterly direction approximately 21,900 feet to a point, said point being the intersection of the extension of the western right-of-way line of Pegg Road with the southern right-of-way line of U.S. Interstate 40 (note: for the purposes of this description, it is assumed that National Service Road is a 60-foot right-of-way that lies totally outside the right-of-way of Interstate 40); thence in a southerly direction approximately 6,200 feet along the western right-of-way line of Pegg Road to the southwesternmost corner of the Greensboro city limits; thence in an easterly direction approximately 1,800 feet along the Greensboro city limits to a point in the western right-of-way line of Millwood School Road; thence in a southerly direction along said right-of-way line approximately 800 feet to its intersection with the northern right-of-way line of Gallimore Dairy Road; thence in an easterly direction approximately 3,700 feet along the northern right-of-way line of Gallimore Dairy Road to its intersection with the projection of the southern right-of-way line of South Chimney Rock Road; thence in an easterly direction approximately 3,600 feet along the southern right-of-way line of South Chimney Rock Road to the northeast corner of Lot 12 as shown on a plat of Plantation Farms Subdivision as recorded in Plat Book 21, Page 34 in the Office of the Register of Deeds, Guilford County, North Carolina, said point being further described as a point in the existing corporate limits for the City of Greensboro; thence the following bearings and distances along the existing corporate limits of the City of Greensboro and along the east line of Lot 12, said east line being near a stream: S 62°26'30" W 200 feet to a point; S 41°29' W 579.10 feet to a point; thence S 43° 01' 30" W 475.3 feet to a point, said point being the most southerly corner of said Lot 12; thence S 87°26' E 1008.9 feet along the southern line of Lot 18 of said Plantation Farms subdivision to the southwest corner of Lot 26B of a resubdivision plat of Plantation Farms subdivision as recorded in Plat Book 22, Page 84 in the Office of the Register of Deeds; thence S 87° 26' E 745 feet following the southern line of said resubdivision to the southwest corner of Lot 24E, said point being on the Greensboro city limits; thence along the Greensboro city limits in an easterly direction along the southern boundary of said subdivision 17.75 feet to the northwest corner of Junie Lee Gordon, said point being on the common corporate limits of both Greensboro and High Point; thence S 18°57' W 108.95 feet along Gordon's west line to Gordon's southwest corner; thence S 83°31' E 273.93 feet along Gordon's south line to Gordon's southeast corner, said point being in the western right-of-way line of Tarrant Road (SR 1552); thence in a southwesterly direction approximately 1,100 feet along said western right-of-way line to a point; thence crossing Tarrant Road in an easterly direction approximately 60 feet along a line that is perpendicular to the eastern margin of Tarrant Road, said point being further described as a common corner of Charles E. Tester and Lot 3 of Section 2 of the W. A. McDowell subdivision as recorded in Plat Book 67, Page 66 in the Office of the Register of Deeds; thence S 04°38' 43" W 160.73 feet along the western line of said Lot 3, a common line with Tester, to the southwest corner of said Lot 3; thence N 59°04' 45" E 334.03 feet along the south line of said Lot 3 to a common corner of said Lot 3 and W. Arnold McDowell; thence S 29° 53' 20" E approximately 200 feet along the southern boundary of said Lot 3 and the southeasterly-extension of said line to a point in the centerline of a stream; thence in an easterly direction approximately 450 feet along the meanderings of said stream to its intersection with the western right-of-way line of Boulder Road; thence in a southerly direction approximately 520 feet along the western right-of-way line of Boulder Road; thence S 85° 49' 10" E approximately 584 feet, crossing Boulder Road and along the south line of Lot 3 of L. B. Gallimore subdivision, as recorded in Plat Book 63, Page 65 in the Office of the Register of Deeds, to the southeast corner of said Lot 3, said point being further described as a point in the west line of Martin Marietta; thence N 33°16' 50" E 445.4 feet along the west line of Martin Marietta, said point being on the east line of Lot 1 of Barker-Frazier Excavating, Inc. subdivision, as recorded in Plat Book 73, Page 304 in the Office of the Register of Deeds; thence leaving the corporate limits of the City of Greensboro N 33° 16' 50" E approximately 1,265 feet along the east line of E. W. Wilson, as recorded in Deed Book 2753, Page 471 in the Office of the Register of Deeds, and the east line of Carolina Cast Stone, Inc. to the southwest corner of Lot 1 of Property of Martin Marietta Materials, Inc., as recorded in Plat Book 174, Page 51 in the Office of the register of Deeds; thence with the south line of said Lot 1 the following four courses and distances: 1) N 88° 30' 04" E 415.50 feet to a point, 2) N 17° 40' 36" E 573.20 feet to a point, 3) S 88° 10' 29" E 239.66 feet to a point, and 4) S 88° 09' 03" E 253.76 feet to the southeast corner of said Lot 1; thence continuing S 88° 09' 03" E 46.24 feet with the south line of Lot 2 on said plat to the southeast corner of Lot 2; thence continuing S 88° 09' 03" E approximately 1,000 feet along the projection of said south line to the western right-of-way line of Hornaday Road Extension; thence with said right-of-way line S 01° 26' 48" W approximately 100 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the left having a radius of 410.00 feet, an arc length of 224.62 feet, and a chord bearing and distance

of S 14° 14' 55" E 221.82 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 28' 35" W 11.40 feet to a point; thence with said corporate limits S 05° 57' 46" W 24.50 feet to the southwest corner of Wilson Trucking Corporation, as recorded in Deed Book 2963, Page 710 in the Office of the Register of Deeds; thence with said corporate limits along Wilson Trucking's southern line N 89° 17' 37" E 25.77 feet to a new iron pin on the southern right-of-way line of Hornaday Road Extension; thence departing from the corporate limits of the City of Greensboro with said right-of-way line of Hornaday Road Extension with a curve to the left having a radius of 410.00 feet, an arc length of 543.74 feet, and a chord bearing and distance of S 73° 50' 15" E 504.76 feet to a new iron pin; thence continuing with said right-of-way line N 68° 10' 11" E 134.00 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the right having a radius of 350.00 feet, an arc length of 105.38 feet, and a chord bearing and distance of N 76° 47' 41" E 104.98 feet to a new iron pin; thence continuing with said right-of-way line N 85° 25' 11" E 37.89 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 40' 29" W 241.98 feet to the southwest corner of Wilson Subdivision, as recorded in Plat Book 63, Page 45 in the Office of the Register of Deeds, also being the northwest corner of the "City of Greensboro Special Use Lot", as recorded in Plat Book 158, Page 48 in the Office of the Register of Deeds; thence departing from the corporate limits of the City of Greensboro with the western line of said Lot S 01° 41' 27" W 197.09 feet to the southwest corner of said Lot; thence N 89° 22' 14" E 242.84 feet with the southern line of said Lot to a point on the western right-of-way line of the Greensboro Western Urban Loop (Interstate 73); thence with said right-of-way line in a southerly direction approximately 1,840 feet to its intersection with the western right-of-way line of Guilford College Road; thence in a southerly direction along the western right-of-way line of Guilford College Road approximately 3,600 feet to its intersection with the westward projection of the northern right-of-way line of Ruffin Road; thence following said projection approximately 120 feet in an easterly direction to the intersection of the eastern right-of-way line of Guilford College Road and the northern right-of-way line of Ruffin Road; thence along the eastern right-of-way line of Guilford College Road approximately 4,800 feet to its intersection with the eastwardly projection of the north line of Lot 1 of Property of Steve A Ratcliffe, Adna G. Ratcliffe, Jack A. Gardner, Terry A. Gardner, and Hazel G. Freshwater, as recorded in Deed Book 76, Page 86 in the Office of the Register of Deeds.

Line 2

Beginning at a point, said point being the intersection of the western right-of-way line of Guilford College Road and the northwestern line of property of DDC Investments, LLC, identified as Tax Map 91-6805, Block 885, Parcel 3; thence in an easterly direction, crossing Guilford College Road, to the intersection of its eastern right-of-way line and the northwestern right-of-way line of Business Interstate 85; thence following said northwestern right-of-way line in a northeasterly direction approximately 6,400 feet to a point, said point being the intersection of said right-of-way line and the western projection of Marie B. Elkins' north property line (ACL 3-185, Block 805, Lot 10); thence following said property line projection S 84°15' E approximately 1,150 feet to a point in the northern line of Marie B. Elkins, said point being on the eastern right-of-way line of new Interstate 85; thence following the northern property line of Groome heirs as recorded in Deed Book 2941, Page 199 in the Office of the Register of Deeds, Guilford County, North Carolina, S 84°15' E 2,200 feet to a point, said point being a northeast corner of Marie B. Elkins; thence South 02° West approximately 60 feet to a point, said point being the northwest corner of Marjorie Groome heirs (ACL 3-185, Block 805, Lot 18), as described in Deed Book 2731, Page 662 in the Office of the Register of Deeds, Guilford County, North Carolina; thence along said northern line, S 58°40' E 287 feet to the western right-of-way of Groometown Road; thence following tile western right-of-way of Groometown Road approximately 27,800 feet in a southerly direction to the Guilford/Randolph County line.

