

GREENSBORO-JAMESTOWN JOINT ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this the 13th day of Dec., 2011 by and between the City of Greensboro and the Town of Jamestown.

WHEREAS, the City of Greensboro and the Town of Jamestown entered into a joint annexation agreement on March 4, 1991;

WHEREAS, the City of Greensboro and the Town of Jamestown amended this joint annexation agreement on September 21, 1993;

WHEREAS, the City of Greensboro and the Town of Jamestown desire to enter into a new joint annexation agreement to replace the 1991 joint annexation agreement;

WHEREAS, the City of Greensboro and the Town of Jamestown, 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 municipalities 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 MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall terminate on the 12th day of Dec., 2041.
3. Attached hereto and incorporated herein by reference is Exhibit A which describes a line in Guilford County. No portion of land in the area west of the line described in Exhibit A shall be annexed by the City of Greensboro during the term of this Agreement. No portion of land in the area east of the line described in Exhibit A shall be annexed by the Town of Jamestown during the term of this Agreement.
4. Attached hereto and incorporated herein by reference is Exhibit B, which is a map of a portion of Guilford County that indicates the line 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. In order that the municipal limits might eventually match the agreement line described herein, the City of Greensboro and the Town of Jamestown hereby express their agreement to any future session law that would move municipal limits short distances from their present locations so as to coincide with the agreement line and thereby would correct several instances where, as a consequence of street right-of-way widenings taking place following annexations, the present City or Town limits extend across the agreement line.
7. The effective date of this Agreement is Dec. 13th, 2011.
8. At least thirty (30) days before the adoption of any annexation ordinance covering property within Guilford County by either municipality, the Planning Director of the municipality which is considering annexation shall give written or electronic notice to the other municipality of the proposed annexation. The Town and the City need not provide notice if a straight line from the property proposed for annexation to the closest point on the agreement line passes through property already within its municipal limits. The Town of Jamestown and the City of Greensboro hereby authorize each other to use whichever of these two forms of notice the municipality 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 municipality 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 eighty (180) days.
9. From and after the effective date of this Agreement, neither municipality 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 municipality may annex all or any portion of any area in violation of the Act or this Agreement.
10. 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.
11. 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.
12. This Agreement may not be amended or terminated except upon the written agreement of both municipalities, approved by resolution of the governing boards and executed by the Mayors of the municipalities, and spread upon their respective minutes.
13. The municipalities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each municipality may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other municipality. With respect to Parcels 1, 2, 3 and 4 as shown on the attached Exhibit B, the municipalities agree that the City of Greensboro will allow the Town of Jamestown upon request to connect to the City of Greensboro's water and/or sewer systems if necessary to allow the Town of Jamestown to provide water and/or sewer service to said parcels, and any such connection shall be allowed only at the request of the Town of Jamestown.
14. Both municipalities agree to cooperate with each other in exercising their respective rights to establish extraterritorial jurisdiction over those areas on its side of the annexation agreement line, including relinquishing any extraterritorial jurisdiction previously established that is inconsistent with the terms of

this Agreement.

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.

ATTEST:

CITY OF GREENSBORO


Drandene Scriber
Deputy City Clerk

By: Robin Jackson
Mayor

APPROVED AS TO FORM:

Don C. Pledge
City Attorney

ATTEST:

TOWN OF JAMESTOWN

Martha Stafford Wolf
Town Clerk



By: Keith H. Volz
Mayor

APPROVED AS TO FORM:

Elizabeth M. Homeier
Town Attorney

Exhibit A

The Annexation Agreement Line is as follows. All plats and deeds referred to herein are recorded in the Office of the Register of Deeds of Guilford County.

BEGINNING at a point on the High Point city limit line and on the western right-of-way line of Guilford College Road, said point being the northeast corner of the Common Elements of Stone Gables at Jamesford, as recorded in Plat Book 156, Page 64; thence in an easterly direction along the projection of the northern line of said Common Elements to a point on the eastern right-of-way line of Guilford College Road; thence in a southerly direction with said right-of-way line approximately 1,800 feet to a point in the southern line of New Lot 1 of Property of Clarence J. Albertson & Millie H. Albertson, as recorded in Plat Book 83, Page 25; thence leaving said eastern right-of-way line and following the southern line of said lot in an easterly direction approximately 400 feet to the southeast corner of said lot, also being the southwest corner of Common Elements of Heritage Hill, Phase 1, as recorded in Plat Book 160, Page 35; thence following the existing Greensboro city limits S 82° 08' 18" E 568.79 feet to a point in the south line of Lot 38 of Heritage Hill, Phase 1; thence S 82° 08' 58" E 227.04 feet to the northeast corner of Lot A of Property of Arthur B. Lea, as recorded in Plat Book 60, Page 131; thence S 07° 28' 22" W 624.01 feet with the eastern line of Property of Arthur B. Lea to a point in the southern right-of-way line of Chadwick Drive; thence N 72° 17' 59" W 234.73 feet with said right-of-way line to the northeast corner of Lot 3 of Property of J. E. Chadwick Estate, as recorded in Plat Book 43, Page 66; thence S 07° 28' 22" W 634.07 feet with the eastern line of said Lot 3 to the northeast corner of Lot 5 of Hickory-Hollow Subdivision, as recorded in Plat Book 51, Page 17; thence S 05° 52' W 499.02 feet with the eastern lines of Lots 5 and 6 of said subdivision to its southeast corner; thence N 84° 32' 00" W 212.79 feet along the northern line of the "To Be Recombined" tract on Newco Land, Inc., recorded in Plat Book 169, Page 144, to a point in the Jamestown satellite town limits; thence with said satellite town limits along the eastern line of Lot 1 of Newco Land, Inc. S 05° 08' 17" W 783.72 feet to the southeast corner of said Lot 1; thence departing from said satellite town limits S 05° 08' 17" W 64.08 feet, crossing Mackay Road, to the northeast corner of Lot 2 of Newco Land, Inc.; thence with the southern right-of-way line of Mackay Road in an easterly direction approximately 700 feet to a corner in the Greensboro city limits; thence in an easterly direction with the Greensboro city limits along or near the southern right-of-way line of Mackay Road approximately 1,840 feet to a point; thence following the Greensboro city limits in a generally eastwardly direction approximately 4,560 feet to the southeast corner of Phase II of Elk Run at Adams Farm, as recorded in Plat Book 91, Page 64, said point being further described as the southeast corner of Lot 68 of Two Maps of The Jno. A. Suits Homeplace, as recorded in Plat Book 11, Page 99; thence continuing with the existing Greensboro city limits crossing an unnamed street and following the southern

lines of Lots 69-71 of said subdivision S 75°30' E 289 feet to the southeast corner of said Lot 71; thence crossing another unnamed street and following the western lines of Lots 57-61 of said subdivision S 41° W 588 feet to the southwest corner of said Lot 61; thence with the southern line of Lot 61 S 86°30' E 449 feet to the southeast corner of said Lot 61; thence continuing with the existing Greensboro city limits along the southeastern lines of Lots 61-52 of said subdivision N 41° E 966 feet to a point; thence continuing with the southeastern line of said Lot 52 N 47° E approximately 40 feet to a point, said point being at the projection of the common line between Lots 39 and 40 of The Jno. A. Suits Homeplace, as recorded in Plat Book 13, Page 43; thence following said projection S 52° E approximately 30 feet across a 30-foot road, shown at Plat Book 11, Page 99, to a point on the southeast right-of-way line of said road; thence N 47°00' E approximately 580 feet with said right-of-way line to its intersection with the south right-of-way line of Mackay Road; thence in an easterly direction with said Mackay Road right-of-way line approximately 75 feet to its intersection with the west right-of-way line of Metals Drive (formerly North Drive), as shown at Plat Book 13, Page 43; thence in a southerly direction with said western right-of-way line approximately 570 feet to its intersection with the projection of the south line of said Lot 39; thence continuing with said city limit line along said projection approximately 25 feet to the southwest corner of said Lot 39, a point in the Jamestown satellite town limits, also being the northernmost corner of Lot 1 of Property of Triad Holding Company, LLC, as recorded in Plat Book 127, Page 116; thence with the common municipal limit line along the northeastern line of said Lot 1 S 51°58'49" E 308.78 feet to the southernmost corner of said Lot 39 and thence S 51°24'41" E 99.86 feet to a corner of said Lot 1; thence continuing with the Jamestown satellite town limits but departing from the Greensboro city limits along the southeastern line of said Lot 1 S 35° 41' 09" W 99.78 feet and S 51° 59' 07" E 58.65 feet to a corner of said Lot 1; thence continuing with the Jamestown satellite town limits in a southeasterly direction approximately 220 feet to a point on the proposed new northwestern right-of-way line of High Point Road, as described in NCDOT Project U-2412B; thence departing from the Jamestown satellite town limits southwestwardly approximately 100 feet with said right-of-way line to a point on the southwestern line of Lot 23 of said Suits plat, being another point on said satellite town limits; thence continuing southwestwardly with said right-of-way line approximately 4,100 feet to its intersection with the northwestwardly projection of the southwestern line of Phase 1, Map 1 of Villas at Sedgefield, as recorded in Plat Book 173, Page 50; thence continuing in a southwesterly direction with said right-of-way line approximately 330 feet to a point 30 feet southwest of a proposed right-of-way marker shown on Sheet 9 of the plans for NCDOT Project U-2412B; thence crossing said road in a southeasterly direction approximately 140 feet to the intersection of the proposed new southeastern right-of-way line of High Point Road and the western right-of-way line of Grandover Village Parkway (proposed street); thence in a southerly direction following the western right-of-way line of Grandover Village Parkway as this proposed street shall eventually be platted (the northernmost part will be

very roughly parallel to the southwestern line of Lot 1 of 6017 High Point Road, as recorded at Plat Book 179, Page 87) approximately 1,800 feet to its intersection with the Greensboro satellite city limits; thence in a northwesterly direction with said satellite city limits (see Greensboro Annexation Drawing D-2259) approximately 1,400 feet to a corner in said city limits; thence continuing with said satellite city limits in a southwestwardly direction approximately 560 feet to a corner in said satellite city limit line; thence with said satellite city limit line in a southeasterly direction approximately 1,300 feet to its intersection with the northern right-of-way line of Grandover Village Parkway, as recorded at Plat Book 181, Page 49; thence in a westerly direction with said right-of-way line and the projection thereof approximately 800 feet to its intersection with the proposed western right-of-way line of NCDOT Project U-2412B; thence in a southerly direction with said proposed western right-of-way line approximately 600 feet to its intersection with the eastwardly projection of the northern right-of-way line of Camelot Drive (formerly King Arthur Drive), as shown on Map 2 of Camelot Estates, as recorded in Plat Book 36, Page 78; thence N 85°10" W approximately 50 feet to the intersection of said northern right-of-way line and the northwardly projection of the eastern line of said Map 2; thence S 04°59' W 1,020 feet with the eastern line of said Map 2 to a point on the southern right-of-way line of Roundtable Road (formerly Hollister Drive); thence S 85°01'00" E 70.00 feet with the northern line of Lot B of Property of Henry A. Millis Estate and William W. Tice, as recorded in Plat Book 67, Page 115; thence S 88°50'29" E 63.79 feet with said line to the northeast corner of said Lot B; thence S 02°39'57" E 155.89 feet with the eastern line of said Lot B to its southeast corner, said corner being on the northern line of Lot 2 of Property of Gertrude Clark McLean, as recorded in Plat Book 71, Page 80; thence in an easterly direction with said northern line approximately 350 feet to a point in the Greensboro satellite city limits; thence with said line in an easterly direction approximately 630 feet with the Greensboro satellite city limits to a corner in said city limits; thence departing from said city limits and continuing with said northern line in an easterly direction approximately 50 feet to the northeast corner of said Lot 2; thence with the east line of said Lot 2 S 35°07' W 113.73 feet to a point in the northern line of Lot 4, Block "D" of Clarfield, Section One, as recorded in Plat Book 32, Page 53; thence following said line S 84°08' E 122.05 feet to a point; thence S 70°32' E 134.06 feet to a common corner of Lots 3 and 2 of said Block "D"; thence S 89°28' E 138.34 feet to a common corner of Lots 1 and 2 of said Block "D"; thence N 71°04' E 137.82 feet to the northeast corner of said Lot 1, said corner being on the western right-of-way line of Tarr Drive; thence following said right-of-way line 190.06 feet in a southerly direction to a point; thence S 43°53' W approximately 35 feet to the intersection of said right-of-way line and the projection of the northeastern line of Lot 2, Block "E", of Clarfield, Section One; thence 60 feet in an easterly direction to the northernmost corner of said Lot 2; thence following said northeastern line S 59°49' E 198.58 feet to the northeast corner of said Lot 2, said point being in the center line of a "paper street" right-of-way shown on Brockwood, Section 2, as recorded in Plat Book 29,

Page 2; thence S 00°19' W with said centerline approximately 174 feet to its intersection with the centerline of Whippoorwill Road; thence in an easterly direction with the centerline of Whippoorwill Road approximately 280 feet to its intersection with the western right-of-way line of Guilford College Road; thence in a southerly direction with said right-of-way line approximately 1,500 feet to its intersection with the northern right-of-way line of Vickrey Chapel Road; thence in a southerly direction approximately 240 feet to the intersection of the western right-of-way line of Guilford College Road and the northern line of Lot A of Property of William T. White, et ux; John A. Stone, et ux; Joseph A. McKinney, Sr., et ux; Jon P. Chambers, et ux; & Richard E. Newbill, et ux, as recorded in Plat Book 70, page 68; thence in an easterly direction approximately 120 feet to the intersection of the eastern right-of-way line of Guilford College Road and the southern right-of-way line of Grandover Parkway; thence in an easterly direction with said southern right-of-way line approximately 230 feet to its intersection with the western line of Lot 1 of the Property of Bennett M. Harrell & Wife, as recorded in Plat Book 88, Page 72; thence S 05°08'30" W approximately 140 feet to the southwest corner of Lot 1 of said subdivision, said point also being a common corner of Lot 1 of Re-subdivision of Lot 1, Section 8, Wiley Park, as recorded in Plat Book 51, Page 23; thence with the western line of said Lot 1 S 05°08'37" W 57.48 feet to a point; thence continuing with said line S 02°00'00" W 85.32 feet to the southwest corner of said lot, said point also being the northwest corner of Lot 2 of Wiley Park, Section 8, as recorded in Plat Book 49, Page 28; thence with the west line of said Lot 2 S 02°00'00" W 96.63 feet to the southwest corner of said lot; thence S 86°33' E 30 feet with the south line of said lot to the northwest corner of Lot 3 of said subdivision; thence with the western lines of Lots 3 and 4 of said subdivision S 05°08'30" W 285.84 feet to the southwest corner of Lot 4; thence with the southern lines of Lots 4 and 5 of said subdivision, S 84°26'30" E 440 feet to the southeast corner of said Lot 5; also being the northeast corner of New Lot B on Property of Ernest K. White and Katherine Black, as recorded in Plat Book 141, Page 117; thence S 05°04'34" W 635.45 feet with the eastern line of said lot to its southeast corner; thence N 82°33'31" W approximately 533 feet with the southern line of said lot to a point on the eastern right-of-way line of Guilford College Road; thence in a southerly direction with said right-of-way line 30.33 feet to its intersection with the northern line of Tract 3 of Property of Wiley Park Farms, as recorded in Plat Book 34, Page 83; thence S 85°46' E 294.10 feet with said northern line to the northeast corner of said Tract 3; thence S 04°14' W 196.90 feet to the southeast corner of said Tract 3; thence in an easterly direction with the northern right-of-way line of Business Interstate 85 approximately 1,500 feet to the southeast corner of Harvest World Outreach Church; thence following said right-of-way line in a northeasterly direction approximately 5,100 feet to the intersection of said right-of-way line and the western projection of Apex Equipment Company's southern line, as described in Deed Book 3488, Page 382; thence following said property line projection S 87°37'30" E approximately 900 feet to Apex Equipment Company's southwest corner; thence following said company's southern property line S

87°37'30" E 2,171.82 feet to said company's southeast corner; thence S 07°30'00" W approximately 60 feet to the southwest corner of that property of Apex Equipment Company addressed at 4630 Groometown Road, as described in Deed Book 6709, Page 1673; thence along said property's southern line S 53°31'53" E 284.38 feet to the western right-of-way line of Groometown Road; thence following said right-of-way line approximately 27,800 feet in a southerly direction to the Guilford County line.