

NORTH CAROLINA

GUILFORD COUNTY

GREENSBORO-SUMMERFIELD JOINT ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this the 6th day of MAY 1997, by and between the City of Greensboro and the ~~Town~~ of Summerfield.

WHEREAS, the City of Greensboro and the Town of Summerfield, 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 provide future planning by public and private interests in such areas; and

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.

NOW, THEREFORE, THE TWO CITIES AGREE AS FOLLOWS:

Section 1. This Agreement is executed pursuant to the authority of the Local Act.

Section 2. This Agreement shall terminate thirty (30) years after its effective date.

Section 3. Attached hereto and incorporated herein by reference is Exhibit A which describes a line in Guilford County. No portion of land generally north of the line described in Exhibit A shall be annexed by the CITY OF GREENSBORO during the term of this Agreement except as provided in Section 4. No portion of land generally south of the line described in Exhibit A shall be annexed by the TOWN OF SUMMERFIELD during the term of this Agreement except as provided in Section 4.

Section 4. Within the area described in Section 3 as shown in Exhibit A is an area along and near Lake Brandt Road and Plainfield Road that can be annexed by either jurisdiction by receipt of an annexation petition by the property owner.

Section 5. 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.

Section 6. Incorporated herein by reference and on file in the Office of the City Clerk for the City of Greensboro and the Town Clerk for the Town of Summerfield is Exhibit C which is a series of Guilford County ACL Tax Maps of a portion of Guilford County that indicates the line described in Exhibit A.

Section 7. For the purposes of this Agreement, while actual street right-of-way may be greater, it is assumed that a 60 foot right-of-way exists along all streets which are used for the boundary except US 220 which is assumed to be a 100 feet right-of-way.

Section 8. The effective date of this Agreement is May 6th, 1997.

Section 9. At least thirty (30) days before the adoption of any annexation ordinance by either party, the party which is considering annexation shall give written notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area which the annexing party has agreed not to annex to this Agreement; roads, streams, and other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

Section 10. 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 any area in violation of the Act or this Agreement.

Section 11. 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.

Section 12. 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 applicable law.

Section 13. 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.

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:

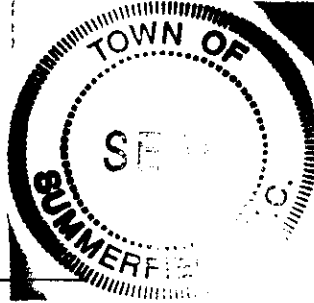
Nancy G. McPeak
City Clerk

APPROVED AS TO FORM:

Andrew M. Hill
City Attorney

ATTEST:

Betsy Snow
Town Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF GREENSBORO

BY:

Carolyn J. Allen
Mayor

TOWN OF SUMMERFIELD

BY:

[Signature]
Mayor

5/14238

EXHIBIT A

ANNEXATION AGREEMENT LEGAL DESCRIPTION

Beginning at the intersection of the Bruce Township / Oak Ridge Township line and the southern edge of Highway 150:

Thence generally south following the Bruce Township Line until reaching the intersection with the northern edge of Bunch Road;

Thence in a generally southeast direction following the northern edge of Bunch Road to a point due north of the eastern intersection with Northwest School Road;

Thence south crossing Bunch Road then generally south following the eastern edge of Northwest School Road to the western-most intersection of Guilford County Tax Map ACL10-652 Block 1034 Lot 1;

Thence generally southeast along the southwestern boundaries of Lot 1 and Guilford County Tax Map ACL 10-652 Block 987 Lot 8 and the western boundary of Lot 2;

Thence generally east along the southern boundary of Lot 2, then generally north along the eastern boundary of Lot 2 until reaching the intersection of the northern boundary of Guilford County Tax Map ACL 10-650 Block 988 Lot 12;

Thence generally east, then generally south, following the boundaries of Lot 12 and the western boundaries of Lots 26, 25, and 14 until reaching the intersection of the corner of Lot 14 and the southern boundary of Lot 12;

Thence generally east along the southern boundary of Lot 14 to the intersection with the western boundary of Lot 6;

Thence generally south along the western boundary of Lot 6 until reaching the intersection with the northern edge of Pleasant Ridge Road;

Thence generally east along the northern edge of Pleasant Ridge Road until reaching a point due north of the intersection with the eastern edge of Fleming Road;

Thence south crossing Pleasant Ridge Road, then generally southeast along the northeast edge of Fleming Road until reaching a point due east of the northern boundary of Guilford County Tax Map ACL 10-650 Block 967 Lot 88;

Thence west crossing Fleming Road, then generally southwest along the northern boundary of Lot 88, then generally south along the western boundaries of Lots 88 and 32, then generally east along the southern boundary of Lot 32 to the western edge of Fleming Road;

Thence generally northwest along the western edge of Fleming Road to a point due west of the common intersection of Fleming Road, Lot 19, and Lot 78;

Thence east crossing Fleming Road, then generally north, then generally east, then generally southeast, and then generally southwest following the boundaries of Lot 78 to the intersection with the eastern edge of Fleming Road;

Thence generally southeast along the eastern edge of Fleming Road until reaching a point due east of the northern boundary of Lot 1;

Thence west crossing Fleming Road, then generally southwest along the northern boundary of Lot 1, then generally southeast, then generally northeast along the boundary of Lot 1, then due east crossing Fleming Road until reaching a point on the northeast edge of Fleming Road;

Thence generally southeast along the northeast edge of Fleming Road until reaching the intersection of the western boundary of Lot 6;

Thence generally northeast, then generally east, then generally south following the boundaries of Lot 6 until reaching a point on the northeast edge of Fleming Road;

Thence generally southeast along the northeast edge of Fleming Road until reaching the intersection with Lot 14;

Thence generally northeast, then generally southeast, then generally southwest following the boundaries of Lot 14 until reaching a point on the northeast edge of Fleming Road;

Thence generally southeast along the northeast edge of Fleming Road until reaching the southeast boundary of Lot 4;

Thence generally northeast along the southeast boundary of Lot 4;

Thence generally east along the southern boundary of Guilford County Tax Map ACL-1-33 Block 922 Lot 26;

Thence generally north along the western boundary of the M. E. Tumbleson Subdivision until intersecting with the western edge of Long Valley Road;

Thence generally north along the western edge of Long Valley Road until reaching a point on the northern edge of Pleasant Ridge Road due north of the intersection of Long Valley Road;

Thence generally northeast along the north western edge of Pleasant Ridge Road until reaching a point due east of the southern boundary of Guilford County Tax Map ACL-1-33 Block 921 Lot 37;

Thence east crossing Pleasant Ridge Road, then generally east along the southern boundary of Lots 37 and 25 to the intersection with the western boundary of lot 27, then generally south along the western boundary of Lots 27 and 28 and the western boundaries of Block 902 Lots 33, 35, 37 and 38 until intersecting with the Greensboro City Limits;

Thence following the Greensboro City Limit line generally east, then generally south, then generally southeast to the southern boundary of Block 901 Lot 7;

Thence following along the boundary of Lakes Higgins and Brandt and Reedy Fork Creek (the existing Greensboro City limits) in a generally northeastern, then generally western, then generally northern, then generally eastern direction until reaching the intersection of the southern boundary of Guilford County Tax Map ACL-1-35 Block 853 Lot 6;

Thence generally southeast following the boundary of Lot 6 to the intersection with Lot 24;

Thence generally south along the western boundary of Lot 24, then generally northeast following the southeastern boundary of Lot 24 to a point on the western edge of Highway 220 North and continuing due east until reaching a point on the eastern edge of U.S. Highway 220 North;

Thence generally south following the eastern edge of U.S. Highway 220 North until reaching the southern boundary of Lot 17;

Thence generally east along the southern boundary of Lot 17 to the boundary of Lot 2;

Thence generally southeast along the boundary of Lot 2 to the intersection with the Greensboro City Limits;

Thence generally east following the Greensboro City Limits until reaching the intersection with the eastern boundary of the Summerfield Fire District line;

Thence generally north following the Fire district line to the Guilford / Rockingham County line.

The foregoing boundaries do not close because it is the intent of the Town of Summerfield and the City of Greensboro to agree only to Summerfield's long term eastern, southern, and western boundaries.

LEGAL DESCRIPTION OF AREA (PER SECTION 4 OF AGREEMENT) THAT MAY BE ANNEXED BY SUMMERFIELD OR GREENSBORO IF PETITIONED BY PROPERTY OWNER:

Beginning at the intersection of the Greensboro City Limits and the western boundary of Guilford County Tax Map ACL 6 -356 Block 772N, Lot 3:

Thence generally north following the western boundary of Lots 3 and 4 to the intersection of the boundary line of Guilford county Tax Map ACL 6-354, Block 721S Lot 1;

Thence following the boundaries of Lot 1 generally west, then generally north, then generally east, then generally north, then generally east to the intersection of the western boundary of Guilford County Tax Map ACL 6-356 Block 773, Lot 8;

Thence generally south then generally east following the boundaries of Lot 8 to the western boundary of Lot 9;

Thence generally south then generally east following the boundaries of Lot 9 to a point on the western edge of Lake Brandt Road;

Thence due east crossing lake Brandt Road then generally south following the eastern edge of Lake Brandt Road to the intersection of the northern edge of Plainfield Road;

Thence generally east along the northern boundary of Plainfield Road to the intersection with the western boundary of the Summerfield Fire District;

Thence generally south along the Summerfield Fire District Line to The Greensboro City Limits;

Thence generally west following the Greensboro City Limits back to the point of beginning.

This agreement specifically excludes properties identified as Guilford County Tax Map ACL-6-356, Block 720, Lots 8, 16, 13, 11, and 6, the owners of which have previously petitioned the Town of Summerfield for inclusion and are also included in House Bill HR-67.

Town of Summerfield, North Carolina 97 JUL -7 PM 1:16
Resolution
November 5, 1997

WHEREAS, The Town of Summerfield, North Carolina and the City of Greensboro, North Carolina have entered an agreement requiring each to notify the other in advance of any annexation, and

WHEREAS, The City of Greensboro may annex areas of little or no concern to the Town of Summerfield, and

WHEREAS, The Town of Summerfield seeks to prevent any unnecessary expenditure of tax dollars;

NOW THEREFORE, The Summerfield Town Council hereby releases the City of Greensboro from the notification requirement except for any annexations abutting the boundaries set forth in the agreement and any annexations in the areas available to be annexed by either community.

William E. Peterson, Mayor

Rebecca E. Nelson, Town Clerk



CC: Mayor + Council
Managers
City Attorney
Chuck Martinson
✓ Tom Martin

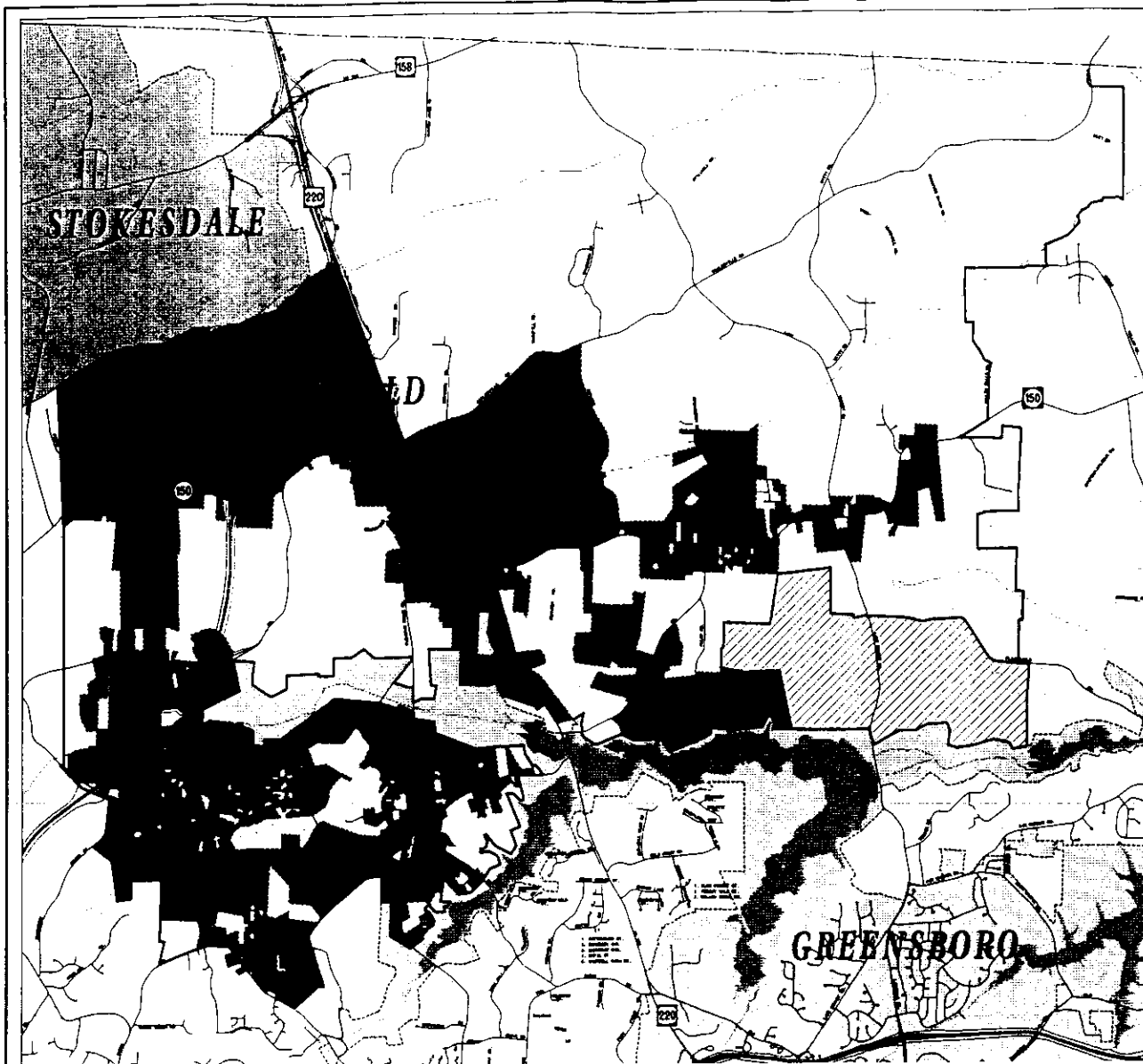


EXHIBIT "B"
Town of
Summerfield
 Guilford County, North Carolina
March 1997

TOWN COUNCIL
 Est. 1949 Inc. 1996




Mayor Mr. Bill Peterson (800) 643-7374	Mayor Pro Temp Mrs. Joan Beeson (810) 643-4561
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- Council Members -

Mr. James Alexander (800) 643-6528	Mrs. Lynn LeCypel (800) 643-3371	Mr. Doug Parrish (800) 643-3471
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- Town Meeting -
 Date
 First: Tuesday of each Month
 (Second Tuesday if the First
 Tuesday is a Holiday)
 Time
 7:00 P. M.
 Location
 Summerfield Elementary
 School

LEGEND

-  Annexation Agreement Boundary
-  City Limits Line
-  May be Annexed by Petition by Either City



NO SCALE

NORTH CAROLINA

GUILFORD COUNTY

AMENDMENT TO GREENSBORO - SUMMERFIELD JOINT ANNEXATION AGREEMENT

THIS AMENDMENT, made and entered into this the 2nd day of MARCH 1999, by and between the City of Greensboro and the Town of Summerfield.

WHEREAS, the City of Greensboro and the Town of Summerfield entered into a joint annexation agreement on May 6, 1997;

WHEREAS, the City of Greensboro and the Town of Summerfield, 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 and 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

WHEREAS, both the City of Greensboro and the Town of Summerfield recognize the need to adjust the terms of the agreement; and,

WHEREAS, this Agreement makes minor modifications to the original Annexation Agreement; and,

WHEREAS, it is the desire of both communities to make all anticipated changes at this time thereby eliminating the need to further modify the agreement:

NOW, THEREFORE, THE TWO CITIES AGREE AS FOLLOWS:

1. That either the Town of Summerfield or the City of Greensboro may annex by petition the properties identified and shown on Guilford County Tax Maps: ACL 10, Map 650, Block 967, LOTS: 6, 14, and 78; ACL 1, Map 35, Block 853, LOTS 1, 4, 12, 13, and 31 (Exhibits A & B).
2. That the property described as Guilford County Tax Map ACL 10, Map 652, Block 1035, LOT 24, which is located north of Bunch Road, shall be realigned from Greensboro's annexation area to Summerfield's annexation area (Exhibit C).
3. The Town of Summerfield is released from the requirements of the original boundary agreement as it relates to those properties within or north of the common boundary of Summerfield, North Carolina and Oak Ridge, North Carolina.
4. The effective date of this Agreement is MARCH 2 1999.
5. All other provisions of the original annexation agreement remain in affect.

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:

Quanta F. Cooper
City Clerk

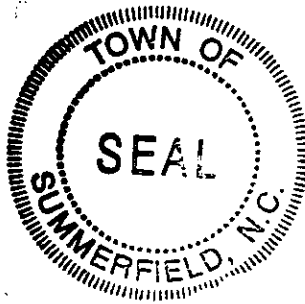
CITY OF GREENSBORO
Carolyn Allen
Mayor

APPROVED AS TO FORM:

Linda M. ...
City Attorney

ATTEST:

Clay Howell
Town Clerk



TOWN OF SUMMERFIELD

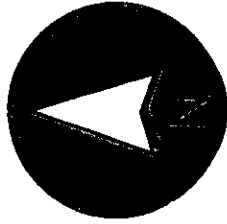
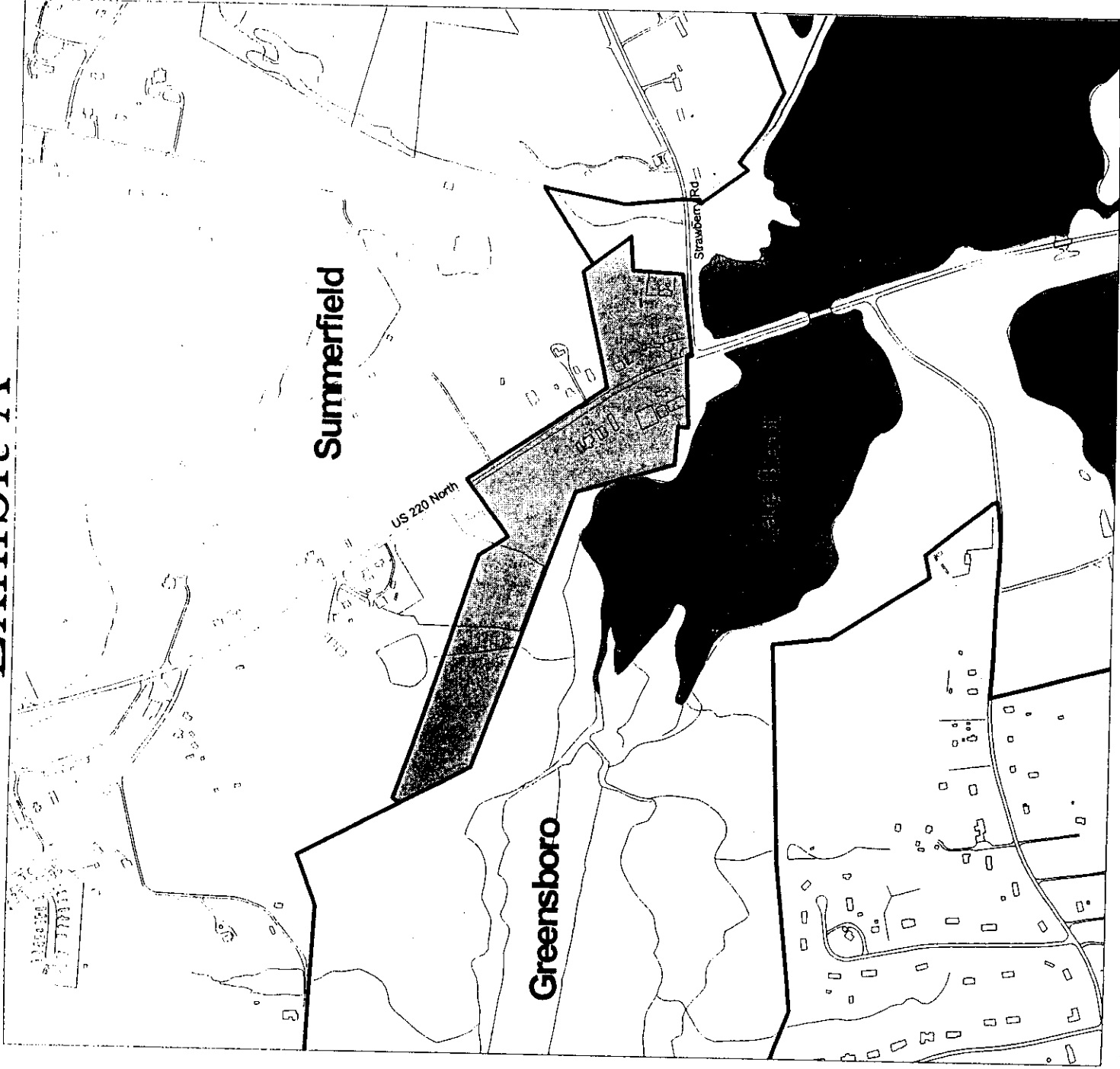
[Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
Town Attorney

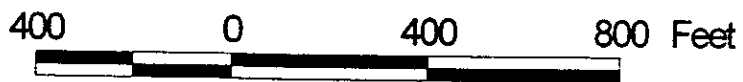
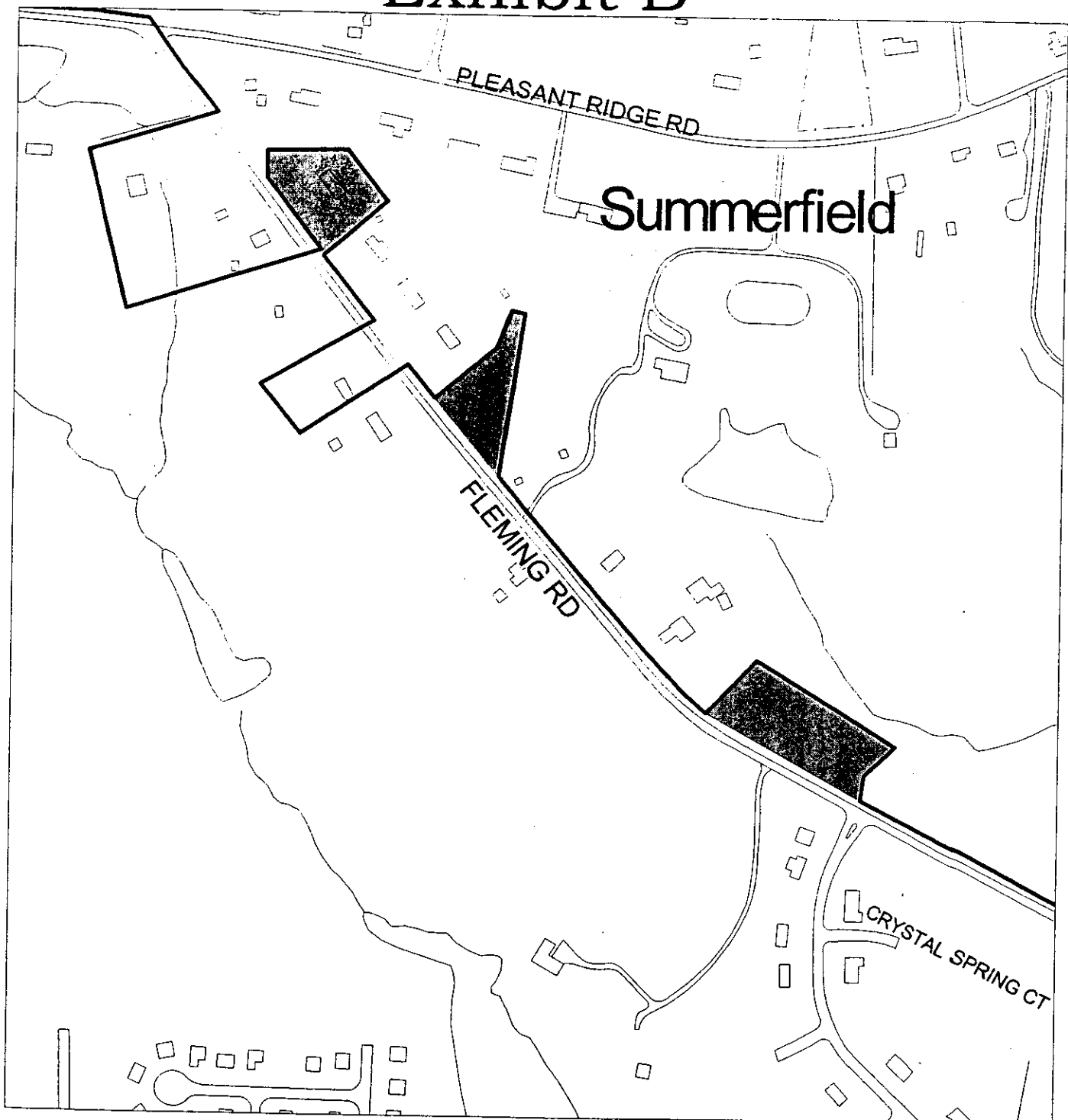
W. B. Trevorrow
March 31, 1999

Exhibit A



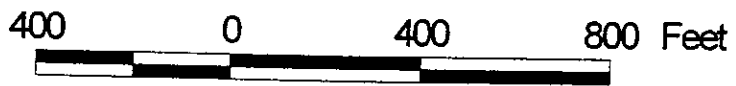
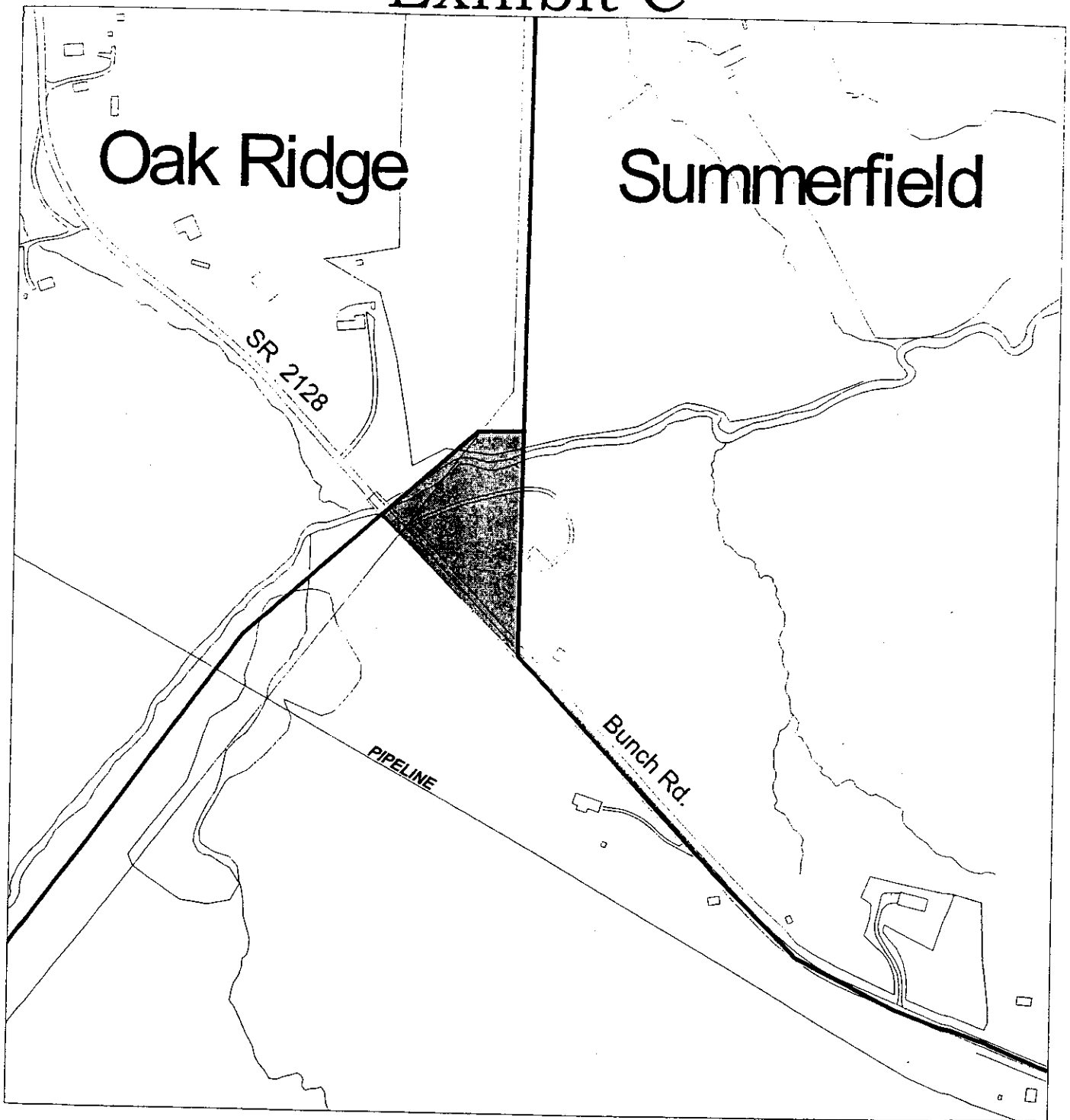
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Exhibit B



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Exhibit C



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