

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, NOVEMBER 6, 2025, 6:00 PM**

1. Call to Order
2. Silent Prayer and Pledge of Allegiance
3. Public Comment Period
4. Assistant City Manager Trevor Nuttall will discuss and then invite public comment on the following parking plans:
 - (a) Potential changes to the North Randolph Avenue parking plan as a result of feedback from affected residents and property owners; and
 - (b) Consideration of a parking plan for Peachtree Street as a result of public input received.
5. Assistant Water Resources Director Sarah Laughlin will introduce the city's consulting team members who will present for public feedback and engagement the Haskett Creek Watershed Improvement Plans for the North Asheboro Park.
6. Consent Agenda
 - (a) Approval of the meeting minutes for the city council's special meeting on October 6, 2025.
 - (b) Approval of the meeting minutes for the city council's regular meeting on October 9, 2025.
 - (c) Approval of the minutes and general account of the closed session held during the regular city council meeting on October 9, 2025.
 - (d) Approval of a resolution sealing the general account of the closed session held during the regular meeting on October 9, 2025.
 - (e) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for August 26, 2025.

(f) Approval of a temporary street closure order for the Christmas Parade on December 5, 2025.

(g) Approval of a temporary street closure order for the Christmas on Sunset special event on December 12, 2025.

(h) Approval of the Community Development Division's request to schedule for the city council meeting on December 4, 2025, and to advertise, a legislative hearing on an application (Case No. RZ-25-20) to rezone property at 777, 779, 787, and 803 Albermarle Road (Randolph County Parcel Identification Numbers 7750466579 and 7750464502) from B2 General Commercial and R7.5 Medium-Density Residential to OA6 (CZ) Office-Apartment Conditional Zoning for Dwellings, Multiple Family, with a Floor Area Ratio of up to 43 percent.

(i) Acknowledgement of the receipt of the monthly report detailing a major subdivision administratively approved. [Preliminary Plat for Clear Creek (formerly Cane Creek) Townhomes on East Allred Street]

(j) Approval of the final decision document for Case No. SUP-25-03.

(k) Approval of the final decision document for Case No. SUP-25-04.

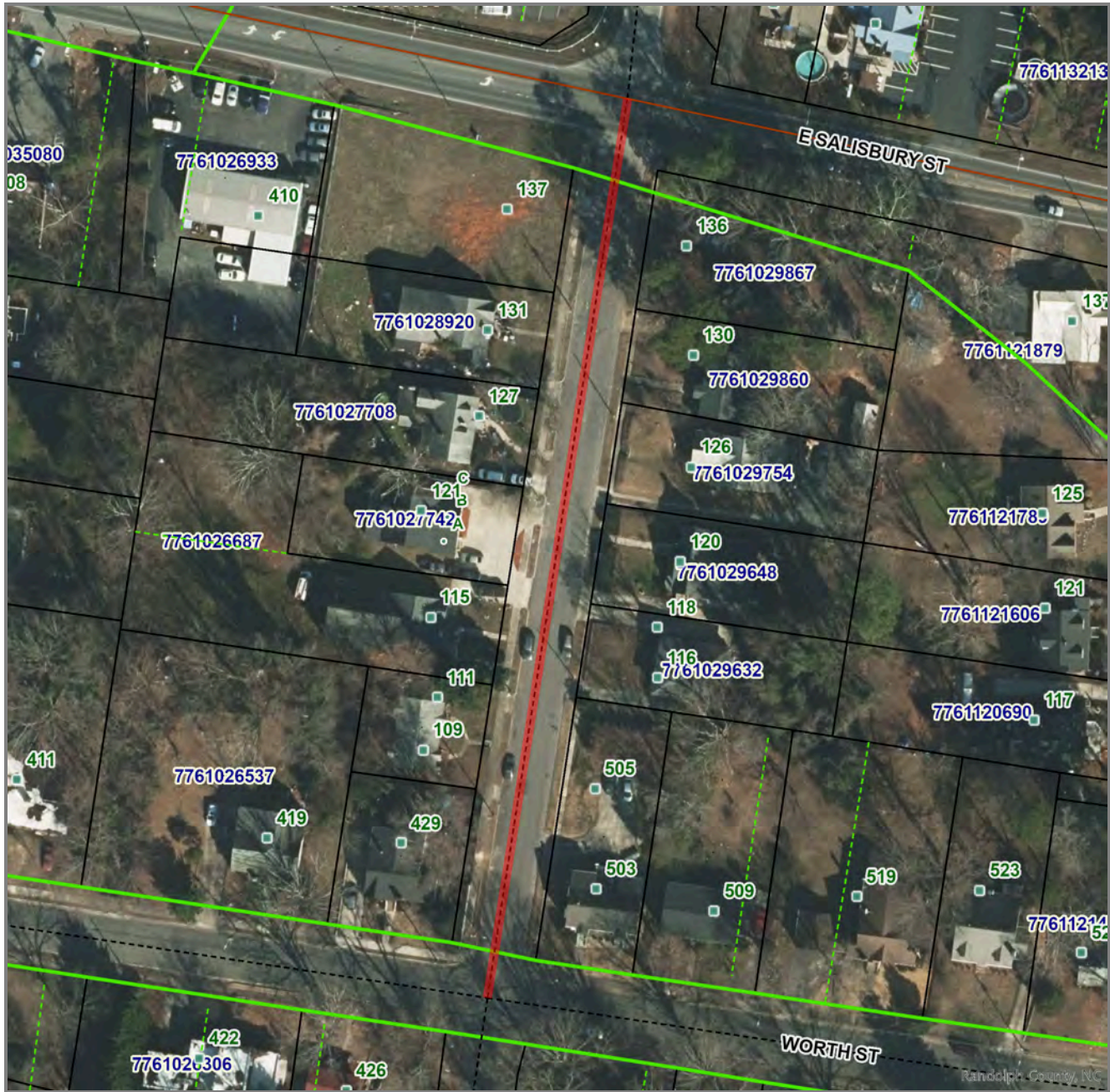
7. Planning & Zoning Director Justin Luck will present the initial testimony pertaining to the land use cases listed below.

(a) **Legislative Hearing** (Case No. RZ-25-18): Application to rezone property at the eastern corner of West Balfour Avenue and Canoy Drive (Randolph County Parcel Identification Number 7752886353) from R10 Medium-Density Residential to I1 (CZ) Light Industrial Conditional Zoning for warehouse, professional service, and parking lot uses.

(b) **Legislative Hearing** (Case No. RZ-25-19): Application to rezone properties at 113, 115, and 159 North Street and 151 North Fayetteville Street (inclusive of Randolph County Parcel Identification Numbers 7751738393, 7751831208, and 7751831290) from OA6 Office-Apartment and B2 General Commercial to OA6 (CZ) Office-Apartment Conditional Zoning for a multi-family residential development.

8. Permanent Street Closure Request – Unopened Section of Mark Avenue
 - (a) City Engineer Michael Leonard, PE will provide an overview of the requested closure of a section of platted street right-of-way.
 - (b) Opportunity for the petitioners to address the city council.
 - (c) Council action on a resolution of intent to permanently close the unopened section of right-of-way for Mark Avenue.
9. U-5711 (Pineview Street) Project
 - (a) City Engineer Michael Leonard, PE will request city council action authorizing the city manager to execute an agreement between the City of Asheboro and the North Carolina Department of Transportation.
 - (b) Finance Director Deborah Reaves will request council action on an ordinance to amend the Water and Sewer Fund.
10. Recreation Services Director Jonathan Sermon will discuss a planned review of Municipal Golf Course operations, including a proposal to seek public input on potential changes to the tee reservation policy and course fees.
11. City attorney recruitment and selection process discussion.
12. Mayor Pro Tem Moffitt will lead a discussion about potential changes in the city council's schedule for regular meetings in 2026.
13. Mayor Pro Tem Moffitt will lead a discussion of upcoming events and items not on the agenda.
14. Adjournment.

Randolph County, NC



ROADID	C0001230	ZIP2	ASHEBORO,27203
Road Name	N RANDOLPH AVE	ZIP3	
Start Address	100	Jurisdiction	City Street
End Address	139	Length	554
ZIP	ASHEBORO,27203		



Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

Map Scale
1 inch = 100 feet
10/31/2025

Randolph County, NC



ROADID	C0001252	ZIP2	ASHEBORO,27203
Road Name	PEACHTREE ST	ZIP3	
Start Address	210	Jurisdiction	City Street
End Address	237	Length	507
ZIP	ASHEBORO,27203		



Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

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RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**Resolution Sealing the General Account of a
Closed Session Held on October 9, 2025**

WHEREAS, G.S. 143-318.10(e) provides, in pertinent part, that the “minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;” and

WHEREAS, pursuant to G.S. 143-318.11(a)(3), the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on October 9, 2025, to consult with the city attorney about lawsuits involving Greensboro, Reidsville, the North Carolina Department of Environmental Quality, Indorama Ventures USA, LLC, Starpet Inc., Cape Fear River Watch, and Haw River Assembly; and

WHEREAS, at this time, the public inspection of the general account of the closed session held on October 9, 2025, would frustrate the purpose of going into closed session.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on October 9, 2025, is hereby sealed and will remain sealed so long as public inspection of the records would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is hereby authorized to act as the council’s agent with the authority to unseal these records when the purpose of the closed session would no longer be frustrated by making the records available for public inspection or when the unsealing of this general account is otherwise required by law.

**[The remainder of this page has been intentionally left blank.
Signature blocks and the attestation are on the next page.]**

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on November 6, 2025.

Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on August 26, 2025

The Asheboro ABC Board met on Monday, August 27, 2025, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley, General Manager Amy Welch (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

Board Minutes from the August 5, 2025, meeting were reviewed and approved by the Board.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses).

The Board discussed extending the grant application acceptance period. Upon motion from Board Member Morrison, the Board will continue to accept 3rd and 4th Quarter 2025, Alcohol Grant applications until September 19, 2025.

The GM presented a draft proposing to amend Section 33, Salary Administration, of the policy manual. The proposal was to raise top pay for all hourly positions and the store manager position. Upon motion by Board Member Morrison, the motion was approved by the Board. The Board discussed giving all employees a one-time bonus. Board Member Morrison suggested the Board and GM consider the amount and report back at the October meeting. Board Member Morrison also suggested the GM compare the current pay scale with the ABC industry and surrounding economy and present the information back to the Board at the next meeting.

August and September Sales Stats will be given at the regular October meeting.

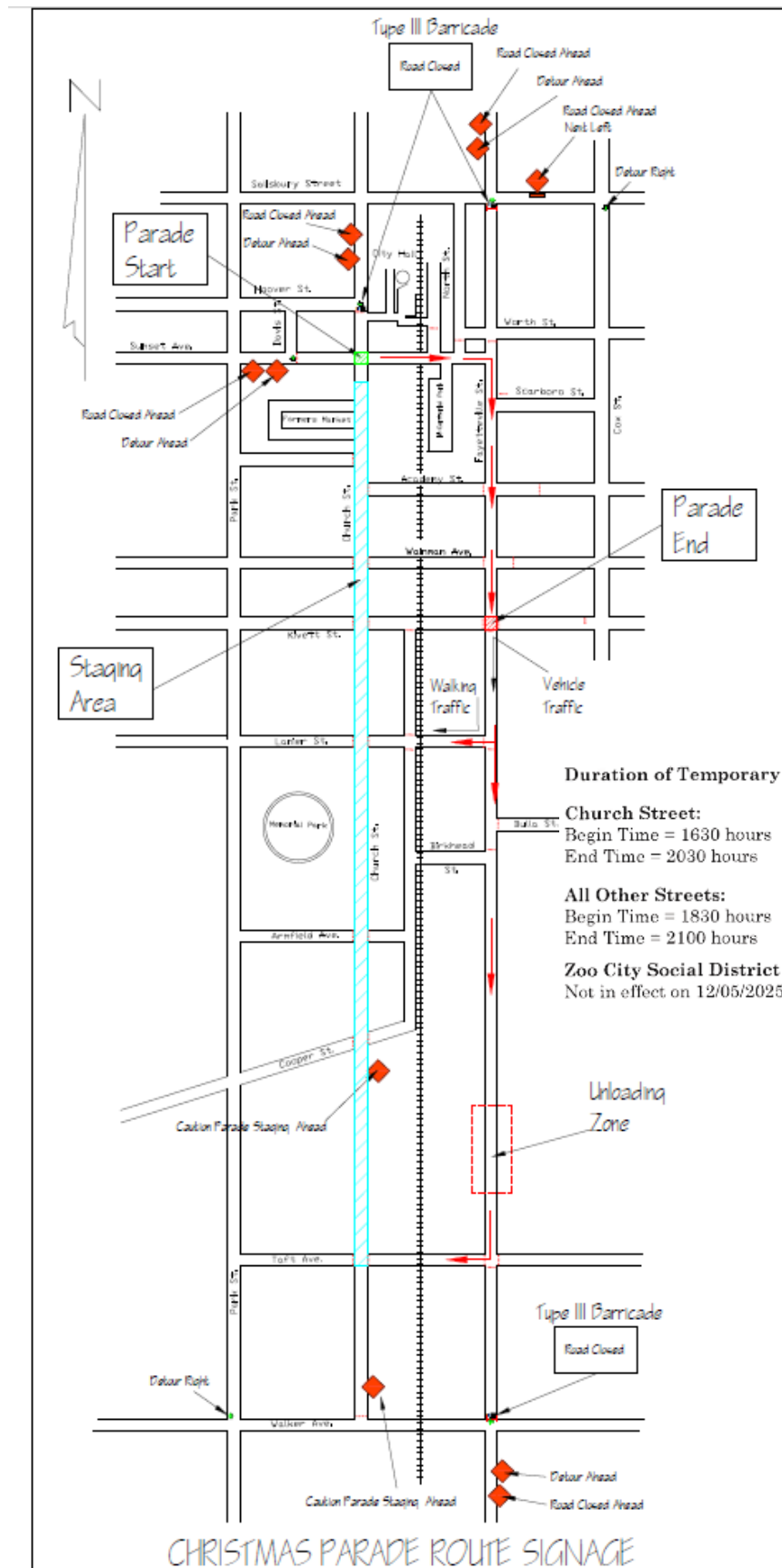
The next regular Asheboro ABC Board meeting will be held Tuesday, October 7, 2025, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Amy Welch, GM, and Approved by the Board

 10/7/2025
GM



Christmas on Sunset

SPECIAL EVENT CLOSURE ORDER

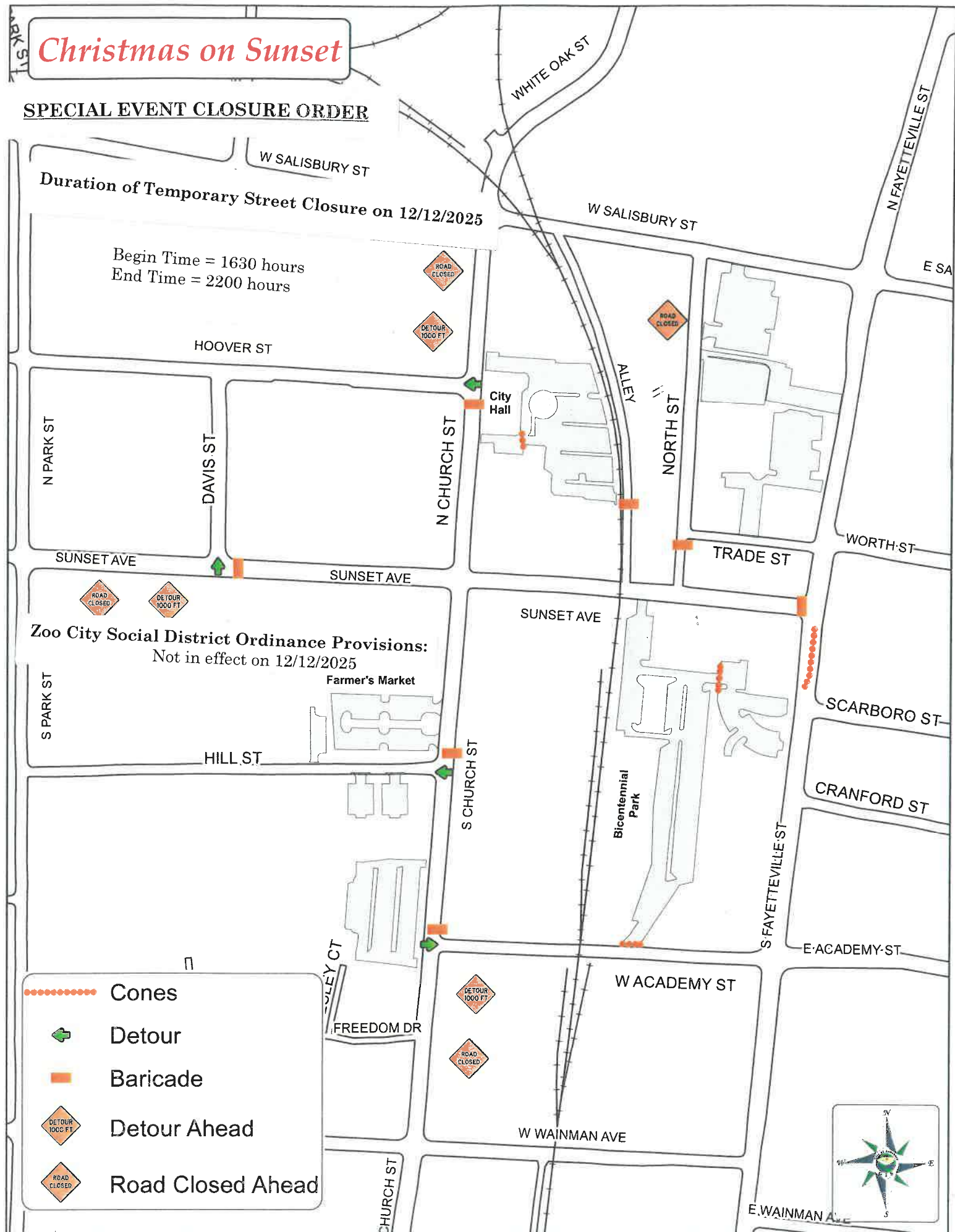
Duration of Temporary Street Closure on 12/12/2025

Begin Time = 1630 hours
End Time = 2200 hours

Zoo City Social District Ordinance Provisions:
Not in effect on 12/12/2025

Farmer's Market

-  Cones
-  Detour
-  Baricade
-  Detour Ahead
-  Road Closed Ahead



2025 ADMINISTRATIVELY APPROVED SUBDIVISIONS



Name of Subdivision	Case No.	Location	Number of lots	Type of Approval	Notes
Clear Creek Townhomes	SUB-25-01/RZ-25-02	East Allred St.	10	Preliminary Plat - October 2023	Residential Planned Unit Development. Preliminary plat had been previously approved. New Preliminary plat required after modifications permitted by Council with rezoning in March, 2025.



RZ-25-18

Application to rezone property located along W. Balfour Ave.
(Randolph County Parcel Identification Number 7752886353).

The request is to rezone from R10 Residential to I1 (CZ)
Industrial Conditional Zoning District to allow warehouse,
professional services, and parking lot uses.

1. Request	
Applicant: Harpley's Holdings, LLC	Property Owner: Harpley's Properties, LLC
Zoning <i>Existing:</i> R10 <i>Proposed:</i> I1 (CZ) Industrial Conditional Zoning <i>History:</i> None	
Required Notice <i>Mailed Notice by Applicant:</i> 9-18-25	
<i>Mailed Notice by Staff:</i>	10-23-25
<i>Published Notice:</i>	10-16-25 & 10-23-25
<i>Posted Notice:</i>	10-22-25

2. Site Information	
Location	W. Balfour Ave.
PIN	7752886353
Size	5.73 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Undeveloped
Overlay Districts	None
Infrastructure	City utilities are available
Transportation <i>Street Classification:</i> Minor Thoroughfare <i>Maintenance:</i> State Maintained <i>Other Notes:</i> 2024 Annual Average Daily Traffic: 2,500 (2012 Capacity: 10,200)	
Surrounding Land Use <i>North:</i> Residential Planned Unit Development <i>South:</i> Industrial <i>East:</i> Residential <i>West:</i> Residential	

3. Staff Analysis
1) The proposed uses are warehouse, professional services, and parking lot 2) I1 Industrial Development District Statement of Intent: The intent of the I1 Industrial Development District is to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts. 3) Relevant Zoning Ordinance Definitions: Warehouse: A building or group of buildings for the storage of goods or wares belonging either to the owner of the facility or to one or more lessees of space in the facility or both. This definition shall be deemed to include the indoor storage of vehicles.

Professional Services: Services generally involves practitioners of a calling or vocation in which a knowledge of some department of science or learning is used in its application to the affairs of others. Such activities would include but not be limited to accounting, auditing and bookkeeping services, architectural services, engineering and surveying services, interior design services and legal services. Physicians and dentists are classified as Health Practitioners. (See Health Services and Health Practitioners).

Parking, Off-Street: Space located outside of any street right-of-way or easement and designed to accommodate the parking of domestic vehicles.

- 4) Meat Processing and Slaughterhouse uses are not requested and would not be authorized by the requested I1 (CZ) district.
- 5) Applicant is in contact with NCDOT regarding the proposed driveway and crosswalk
- 6) I1 zoning district allows metal facades along minor throughfare and lower classification streets

4. Modifications to Ordinance Regulations

- 1) (+) Enlarged buffers along abutting residential properties consisting of undisturbed wooded areas
- 2) (+) Enlarged front yard landscaping along Canoy Drive, consisting of an undisturbed wooded area
- 3) (+) Stormwater controls

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

- A) The approved uses shall be warehouse, professional services, and parking lot
- B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.
- C) Driveway connection to Canoy Drive shall not be permitted
- D) Existing vegetation may count towards front yard landscaping requirements.
- E) A 20' public use easement for the proposed North Asheboro Greenway shall be granted at no cost to the city within the 100-year floodplain if sought by the city and consistent with engineering plans to be prepared for the greenway. The cost to prepare and record the easement shall be the responsibility of the city.
- F) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness

Proposed Land Use Map	Urban Residential
Growth Strategy Map	Primary Growth
Small Area Map	Northeast
LDP Goals/Policies Supporting Request	

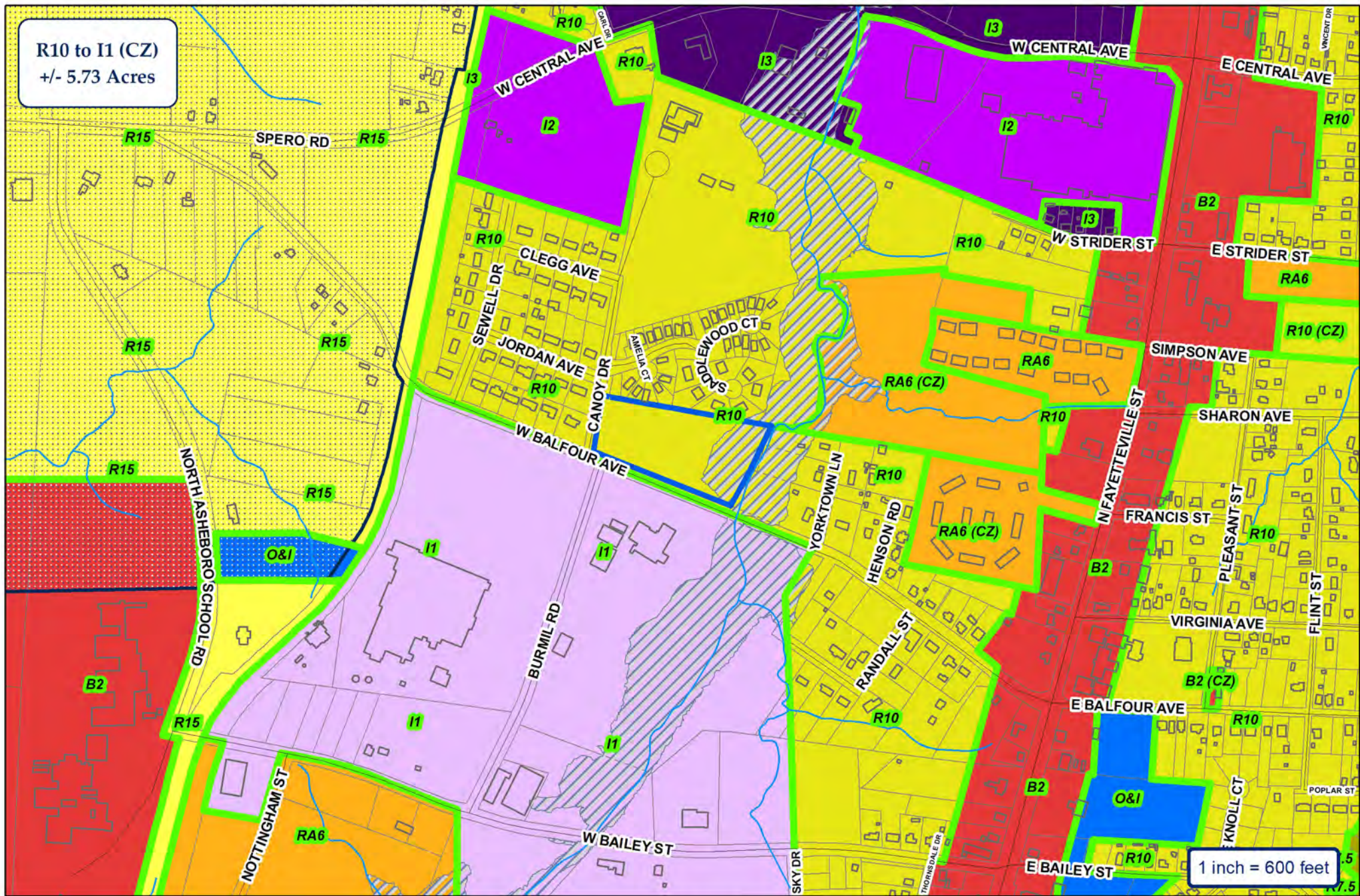
- Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
- Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
- Checklist Item 6: Existing infrastructure is adequate to support the desired zone.
- Goal 1.2: Diversified employment opportunities enabling a long-term, stable, high-pay, skilled workforce
- Checklist Items 12 & 14: 12.) Property is located outside of watershed; 14.) Rezoning is not located on steep slopes of greater than 20%.
- Goal 4.2: Environmental impact mitigation and education

LDP Goals/Policies Not Supporting Request

- Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map.

7. Recommendations and City Council Action Items	
Staff Recommendation	Approve, attaching conditions as summarized
Planning Board Recommendation	Approve, attaching conditions as summarized
Planning Board Plan Consistency and Reasonableness Statement	The zoning map amendment is consistent with multiple goals of the Asheboro Land Development Plan related to economic development and environmental stewardship, and is also consistent with the Growth Strategy Map. The zoning map amendment is reasonable given the size and physical conditions of the property and the proposed environmental impact mitigation, the protection to neighboring residential properties through enlarged buffers consisting of undisturbed vegetation, and the neighboring industrial uses along W. Balfour Avenue.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-18; rezone to I1 (CZ) Industrial Conditional Zoning District to allow warehouse, professional services, and parking lot uses b) Attach zoning conditions as summarized or with modification.

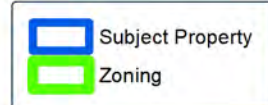
R10 to I1 (CZ)
+/- 5.73 Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-18

Parcels: 7752886353



R10 to I1 (CZ)
+/- 5.73 Acres

Map_ID	Owner
A	HARPLEY S PROPERTIES LLC
B	CEBOLLERO, HUMBERTO QUINONES (FLORES, AIDA LUZ MALDONADO)
C	SMITH, WESLEY R (SMITH, AUDREY B)
D	FIRST RANDOLPH HOMEOWNERS DEV ASSOC
E	FIRST RANDOLPH HOMEOWNERS DEV ASSOC
F	WIGGINS, WESLEY
G	ADELMAN, JOSEPH M TRUSTEE (ADELMAN, TERI M TRUSTEE)
H	AVILEZ, MISAE L VARGAS
I	YANG, JACKY
J	DONNEAL LLC
K	DONNEAL LLC
L	DONNEAL LLC
M	FIRST RANDOLPH HOMEOWNERS DEV ASSOC
N	CALDERON PROPERTIES LLC
O	COX, JOAN B
P	HARPLEY S PROPERTIES LLC
Q	KAY SER ROTH LEASING CORPORATION

1 inch = 300 feet

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-18

Parcels: 7752886353

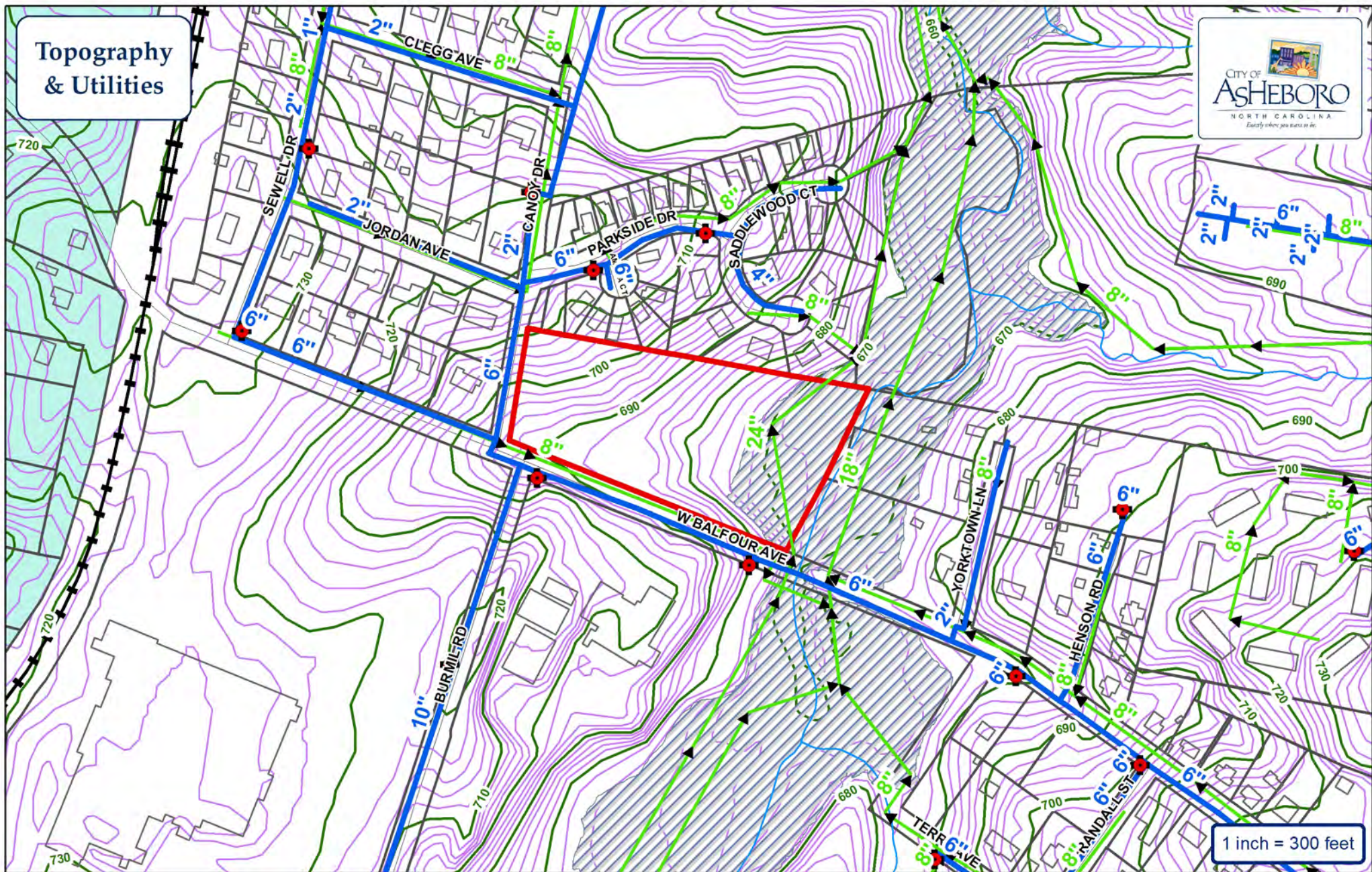


ETJ

 Subject Property
 Adjoining Properties



Topography & Utilities



1 inch = 300 feet

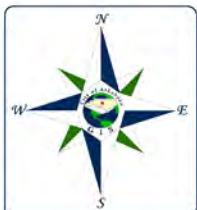
- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- PS Pump Station
- Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-18

Parcels: 7752886353

Subject Property

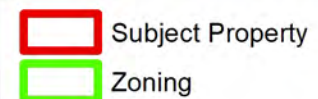


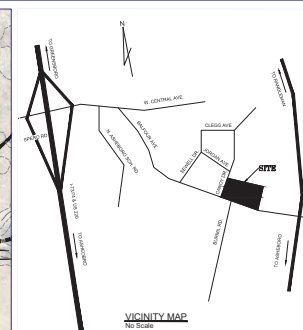
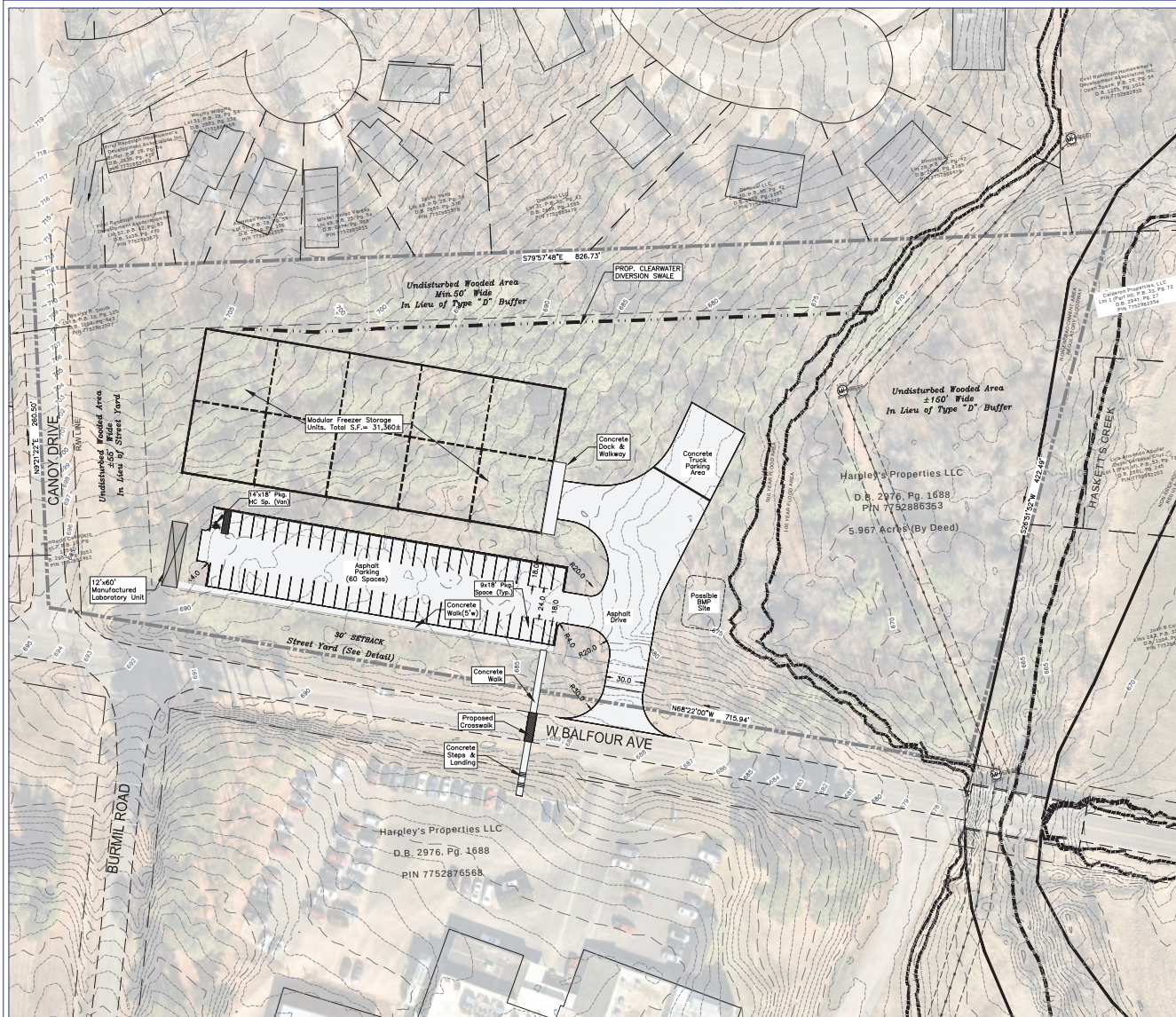


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-18

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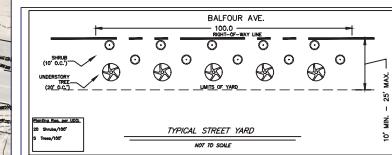




SITE DATA:	
1.	Total Area = 5.929 Ac. (Survey Carolina)
	Area Cl. of R/W = 5.731 Ac. (Survey Carolina)
2.	Deed Ref. - D.B. 2976, Pg. 1688
3.	PIN - 7752886353
4.	Impervious Surface: ±1.03 Ac.
5.	% Impervious Surface: ±24.0%
6.	Flood Areas & Floodway taken from City of Asheboro FIRM Panel # 3710775200J, Dated 01/02/08

ZONING INFORMATION:	
Existing Zoning-	R10
Proposed Zoning-	11-CZ
Proposed Use: Warehouse, Professional Services, Parking lot	
Proposed Setbacks:	
Balfour Ave.:	30'
Canby Dr. & Side (Rear):	Undisturbed Wooded Areas as Shown
Proposed Structures are Modular Freezers, to be installed as needed on concrete pad foundation. Final freezer storage planned is 31,000sqft. Manufactured Laboratory Unit w/Class "A" Foundation(USDA Certified) will be erected on-site.	
Parking Spaces Required: Warehouse @ 0.6 sp./employee & Professional Services @ 1.400 GFA	
Parking Spaces Provided: 60	

MISCELLANEOUS INFORMATION:	
1.	Utility Locations Shown are approximate
2.	On-Site Lighting will be specified to Meet COA Ordinances.
3.	Solid Waste Pickup will be by Contract Hauler.
4.	On-Site Landscaping will be Specified to Meet COA Approved Plans.
5.	The proposed clearwater diversion will not encroach in the 50' setback.
6.	Existing trees will be retained to provide buffer screening as shown. Any areas along property lines or street frontages where this is not possible will be provided with buffer and street yards per City of Asheboro UDO specifications.
7.	Division of Offsite Stormwater Will Reduce Need for Onsite BMP's. Area for BMP's is Shown on the Plan.
8.	Parking Lot Landscaping to Meet COA Ordinance.



OWNER/DEVELOPER:
HARPLEY'S PROPERTIES, LLC
467 E. DORSETT ST.
ASHEBORO, N.C. 27203
ATTN: JAMIE CRUMLEY

REVISIONS			
BY	DATE	DESCRIPTION	SYM.
HJM	9/29/25	Rev. Per COA Planning Comments Dated 9/25/25	NA
HJM	9/30/25	Redrew Freezers at Correct Scale	NA



CONSULTING, CIVIL ENGINEER
HIRAM J. MARZIANO, PE
PO Box 278, Asheboro, NC 27204 - (336)493-4450
hmarziano@triadbiz.rr.com

Rezoning Site Plan



Harpley's Freezer Storage Facility
Asheboro Township, City of Asheboro
Randolph County, North Carolina

Scale:	1" = 40'	Sheet No.:	1
Date:	08/30/2025	Drawn:	TS
Checked:	---	Job No.:	Of: 1 Version: 1

APPLICANT INFORMATION

Applicant Harpley's Holdings, LLC Applicant's Phone # 336-953-2009

Applicant's Address 467 E. Dorsett Ave
Asheboro, NC 27203

Applicant email address [REDACTED]

PROPERTY INFORMATION

Property Owner's Name Harpley's Properties, LLC
Location of Property W. Balfour Ave. Property Size (ac. or s.f.) 5.929

Randolph County Property Identification Number (PIN#) 7752886353

Current Zoning District R10 Requested Zoning District I1-C2

Date Property Title Acquired 8-22-25 Deed Book 2976 Page 1688

Subdivision N/A Section _____ Lot # _____

Plat Book _____ Page _____

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

To create increased freezer storage
capacity for the adjacent operation at the
Randolph Packing facility directly across
Balfour Avenue.

2. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

This rezoning will fit with the existing zoning directly across the road thereby assisting the LDP by coordinating & controlling similar zonings within the area.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

3. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

Does not apply ☒

4. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

A major meat processing operation is directly across the road from the target site. Additional storage is needed and the proximity of the site will allow less disturbance to traffic patterns and less impact to public cost increase of the product.

Does not apply ☐

5. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

Adjacent zonings include the I-1 zoning. The proposed rezoning will assist in reducing & controlling stormwater runoff when compared to the existing zoning.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature



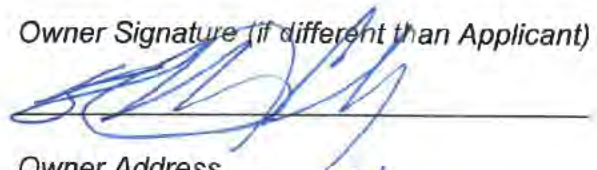
Printed Name of Authorized Signatory (if different from Applicant)

Bobby J Crumley

Position/Relationship of Authorized Signatory to Applicant

Corporate Secretary & Project Manager

Owner Signature (if different than Applicant)



Owner Address

467 E Dorsett Ave
Asheboro NC

Telephone Number

336-953-2009

Printed Name of Authorized Signatory (if different from Owner)

Bobby J Crumley

Position/Relationship of Authorized Signatory to Owner

Corp Secretary & Project Manager

STAFF USE

Received by: JTL Date: 9-4-25 Case Number: 25-18

**CITY OF ASHEBORO
NOTICE OF CONDITIONAL ZONING DISTRICT HEARING**

This is to notify you that I (we) Harpley's Holdings, LLC have filed an application with the City of Asheboro for a Conditional Zoning District for the property located at West Balfour Ave. for the purpose of building a freezer storage facility.

on October 6th, 2025, at 6:00 PM, the Planning Board will review the Conditional Zoning District request and forward its recommendation to City Council. As part of this process, you and others will have an opportunity to speak concerning the request and offer input.

On Thursday, November 6th, 2025, at 6:00 pm the City Council will hold a public hearing on the Conditional Zoning District request. As part of this process, you and others again will have an opportunity to speak concerning the request and offer input.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearing and reviewing the report of the Planning and Zoning Department and recommendation of the Planning Board, will take action on the application. Such action may include approval of the request, referral back to the Planning Board, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 2392. In addition, you may contact me (or my representative) Bob Crumley at 336-953-2009.

This Document eRecorded:

08/22/2025 03:17:53 P

Fee: \$26.00 DocType: DEED

Tax: \$23,900.00

Randolph County, North Carolina

Krista M. Lowe, Register of Deeds

SPECIAL WARRANTY DEED (NORTH CAROLINA)

Excise Tax: \$23,900.00

Tax Parcel ID No: 45584, 45605

Verified by _____ County

On the _____ day of _____, 20____

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Johnston, Allison & Hord, PA (JNK), 1065 E. Morehead St., Charlotte, NC 28204

Brief description for the index:

403 W. Balfour Ave. & Vacant Lot, Asheboro, NC 27203

THIS DEED, made this 20th day of August, 2025, by and between:

GRANTOR	GRANTEE
RANDOLPH PACKING COMPANY a North Carolina corporation 403 W. Balfour Ave. Asheboro, NC 27203	HARPLEY'S PROPERTIES LLC a North Carolina limited liability company 467 E. Dorsett Ave. Asheboro, NC 27203

FOR VALUABLE CONSIDERATION from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of Asheboro, County of Randolph, State of North Carolina, more particularly described as follows:

See attached Exhibit A attached hereto and incorporated herein by reference.

Said property having been previously conveyed to Grantor by instruments recorded in Book 878, Page 519 and Book 1101, Page 701.

No portion of the property herein conveyed includes the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

Submitted electronically by "Tuggle Duggins P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Randolph County Register of Deeds.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

1. Taxes for the year 2025 and subsequent years not yet due and payable.
2. Zoning and building ordinances and land use regulations applicable to the Property.
3. Such state of facts as are or would be shown on a current and accurate survey of the Property.
4. All valid and enforceable easements, covenants, restrictions and other matters of record and applicable to the Property.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

RANDOLPH PACKING COMPANY

By: Donald Craig Hamlet (SEAL)
Donald Craig Hamlet, Vice President

State of North Carolina
County of Randolph

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity set forth above:

DONALD CRAIG HAMLET

Date: 08-20-2025

Cynthia M. Rubio
Cynthia M. Rubio Notary Public
Notary's Printed or Typed Name
My Commission Expires: 06-21-2026

(Official/Notarial Seal)



EXHIBIT A
DESCRIPTION OF PROPERTY

Lying and being situate in Randolph County, North Carolina, and being more particularly described as follows:

TRACT 1: 403 West Balfour Avenue, Asheboro, NC/ REID No. 45584

Parcel No. 1: BEGINNING at an iron stake in the middle of Spero Balfour Road 100 feet from Haskett's Creek; thence along said road North 65 degrees West 8.87 chains to an iron stake, Stanton Poole's corner; thence South 18 ½ degrees West 18.70 chains to an iron stake in the old Bailey line; thence South 79 degrees East 18 links to a stake, Bailey's corner; thence South 69 degrees East with the old Bailey line 4.16 links to a stake, Bailey's corner; thence North 32 degrees East 18.83 chains to the BEGINNING, containing 12 1/3 acres, more or less.

Parcel No. 2: BEGINNING at an iron pipe in the Southern right of way line of Spero Road (West), Carl D. Hamlet's Northeast corner; thence with the Southern right of way line of the Spero Road South 64 degrees 51 minutes East 583.54 feet to an iron pipe in the Western right of way line of a proposed road adjacent to the D.E. Lemons Subdivision; thence with said proposed road South 38 degrees 00 minutes West 354.50 feet to an iron pipe; thence with D.E. Lemons' new line the following courses and distances: North 69 degrees 04 minutes West 126.43 feet to an iron pipe; South 37 degrees 10 minutes West 671.06 feet to an iron pipe; South 83 degrees 45 minutes East 116.45 feet to an iron pipe in J.R. Hinshaw's lines; thence with Hinshaw's lines South 50 degrees 57 minutes West 314.16 feet to an iron pipe; thence continuing with Hinshaw's line North 67 degrees 08 minutes West 388.28 feet to an iron pipe, Carl Hamlet's Southeast corner in Hinshaw's line; thence with Hamlet's line North 33 degrees 14 minutes East 1243.23 feet to the BEGINNING, containing 13 acres, more or less.

Parcel No. 3: BEGINNING at an iron pipe in the Southern edge of an unnamed street right of way, John E. Rich's Northwest corner; thence South 38 degrees West along Rich's Western line 428.26 feet to an iron pipe in J.R. Hinshaw's line; thence North 79 degrees 18 minutes West to an iron pipe, Hinshaw and Carl Hamlet's corner; thence North 83 degrees 45 minutes West along Hamlet's line 249.25 feet to an iron pipe, Hinshaw and Lemons' corner; thence North 37 degrees 10 minutes East 671.06 feet to an iron pipe; thence South 69 degrees 04 minutes East about 125 feet to an iron pipe in the Western edge of unnamed street right of way; thence South 38 degrees West along the Western edge of unnamed street right of way 96 feet to an iron pipe; thence South 52 degrees East along the Southern edge of unnamed street right of way 200.09 feet to the BEGINNING. Being Lot Nos. 37 and 44 of the Duncan E. Lemon Estate Property, Map No. 2, as surveyed by Clotus Craven, map dated December 1958.

TRACT 2: 0 West Balfour Avenue, Asheboro, NC/ REID No. 45605

BEGINNING at a new iron pipe located at the point where the northern right of way line of West Balfour Avenue intersects with the center line of Canoy Drive; thence along the center line of Canoy Drive North 11 degrees 10 minutes East 263.73 feet to a railroad spike, southwest corner of Warren T. Hulin; thence along the line of Warren T. Hulin, South 78 degrees 01 minutes 50 seconds East 829.69 feet to a new iron pipe, Cox northwest corner in Warren T. Hulin line; thence along Cox line South 29 degrees 01 minute West 422.58 feet to a new iron pipe in the northern right of way line of West Balfour Avenue, Cox southwest corner; thence along the northern right of way line of West Balfour Avenue North 66 degrees 44 minutes West 715.99 feet to the point and place of BEGINNING.

The above description was drawn in accordance with an unrecorded plat entitled "Survey for Paul Canoy Heirs and Worth Nolan Cox" prepared by Clotus Craven, R.L.S., dated June 1978.



RZ-25-19

Application to rezone property located at 113, 115, and 159 North Street and 151 N. Fayetteville St. (Randolph County Parcel Identification Numbers 7751738393, 7751831208, 7751831290). The request is to rezone from OA6 and B2 to OA6 (CZ) Conditional Zoning District to allow a multi-family development.

1. Request	
Applicant: Asheboro Hosiery, LLC	Property Owner: Asheboro Hosiery, LLC; Charles T Browne
Zoning Existing: OA6 & B2 Proposed: OA6 (CZ) Conditional Zoning History: Rezoning (not including 151 North Fayetteville Street, Parcel Identification Number 7751831290) from I2 General Industrial and B3 Central Commercial to OA6 Office-Apartment zoning was approved in 2023 (RZ-23-11)	
Required Notice	
Mailed Notice by Applicant:	9-24-25
Mailed Notice by Staff:	10-23-25
Published Notice:	10-16-25 & 10-23-25
Posted Notice:	10-22-25

2. Site Information	
Location	113, 115, and 159 North Street and 151 N. Fayetteville St.
PIN	7751738393, 7751831208, 7751831290
Size	2.86 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Vacant Former Acme-McCrary Mill/Multi-Use Commercial
Overlay Districts	Tier 1 Center City Planning Area
Infrastructure	City utilities are available
Transportation	
Street Classification:	W. Salisbury St. and N. Fayetteville St. are Major Thoroughfares; North St. is a local street
Maintenance:	W. Salisbury St. and N. Fayetteville St. are state-maintained; North St. is city-maintained
Other Notes:	2023 Annual Average Daily Traffic: W. Salisbury St. - 12,500 (2012 Capacity: 12,900) N. Fayetteville St. - 10,500 (2012 Capacity: 23,500) W. Salisbury St. is scheduled for resurfacing in the near future
Surrounding Land Use	
North:	Old City Cemetery/Commercial
South:	Commercial
East:	Commercial/Governmental
West:	Commercial/Governmental

3. Staff Analysis
1) The proposed use is Dwelling, Multiple Family, not to exceed 151 units 2) OA6 District Statement of Intent: The OA6 District is intended to produce moderate intensity office and residential development to serve adjacent residential areas and to

provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.

3) Relevant Zoning Ordinance Definitions:

Dwelling/Residence, Multiple Family: A structure containing three or more dwelling units.

- 4) The former Acme-McCrary Mill structure, which completely ceased operations in July 2022, is a Randolph County Historic Landmark, listed on the National Register of Historic Places, and is a contributing structure in the Asheboro Downtown National Register Historic District. Exterior changes to the building will require review and approval through a certificate of appropriateness from the Randolph County Historic Landmark Preservation Commission. The 151 N. Fayetteville St. building is not within the Asheboro Downtown National Register Historic District.
- 5) Units proposed include 77 one-bedroom, 70 two-bedroom, and 4 three-bedroom (151 total).
- 6) Interior and exterior recreation space is proposed, including a rooftop pool, fitness and yoga facilities, and a clubhouse.
- 7) For multi-family adaptive reuse projects such as this proposal, the zoning ordinance requires 1 parking space per unit. The ordinance allows abutting on-street parking to count towards the minimum parking requirement. Recreational vehicle parking is prohibited in an adaptive reuse unless it is located within an entirely enclosed structure that meets code requirements.
- 8) The number of parking spaces proposed (155) meets the minimum number required by the zoning ordinance; however, 25 spaces are "compact" spaces that do not meet minimum size requirements. 39 onsite parking spaces require railroad right-of-way access.
- 9) Completed earlier this year by Walker Consultants, the Central Business District Parking Study and Strategy analyzed the potential impact of a 150-unit residential/7,000 square feet non-residential redevelopment of the mill building, the Trade Street renovation project, the redevelopment of the former PNC Bank building into a boutique hotel, and the Jarrell Center City Garden on public parking inventory. When coupled with 2030 growth projections, the study found that public parking inventory will remain available, and additional inventory is not warranted.
- 10) In forecasting the public parking impact, the study projected 132+/- parking spaces available for the mill redevelopment. These 132 spaces were comprised of 69 spaces in the railroad right-of-way, 28 spaces along North Street, and 35 spaces in the private surface lot. The proposed site plan includes 155 spaces available. The 155 spaces proposed are comprised of 127 private surface lot spaces and 28 spaces along North Street.

4. Modifications to Ordinance Regulations

- 1) (-) Parking lot screening (parking spaces are closer to streets than typically authorized)
- 2) (-) Parking space size and access

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

- A) The approved use shall be Dwelling, Multiple-Family, not to exceed 151 units.
- B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance

- Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.
- C) Up to 7,500 square feet of gross floor area may be utilized by land uses permitted by right in the OA6 or B3 zoning districts and not constitute a modification of the conditional zoning district.
 - D) Demolition to any part of the former Acme-McCrary Mill structure authorized by a Randolph County Historic Landmark Commission Certificate of Appropriateness shall not constitute a modification of the conditional zoning district.
 - E) A more than 10% increase in proposed parking spaces shall not constitute a modification of the conditional zoning district.
 - F) Any utility infrastructure indicated by the city as required to be publicly maintained shall be located within a City of Asheboro utility easement. Surveying of any required easements shall be the responsibility of the property owner.
 - G) If solid waste disposal facilities, as shown on the site plan, are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.
 - H) Prior to the issuance of a zoning compliance permit, the applicant shall submit a site plan reflecting any revisions necessary to comply with city codes and conditions of approval.
 - I) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Town Activity Center
Growth Strategy Map	Primary Growth
Small Area Map	Central
LDP Goals/Policies Supporting Request	
• Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map. • Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 4: The proposed rezoning is compatible with surrounding land uses. • Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map. • Checklist Item 8: The request is an adaptive reuse of a vacant or unused lot, or is an infill lot. • Checklist Items 12 - 14: 12.) Property is located outside of watershed; The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.	
LDP Goals/Policies Not Supporting Request	
• Rezoning will promote the type of development described in Design Principles (Single-use as opposed to multi-use; ground-level non-residential uses with upper-floor residential)	

7. Recommendations and City Council Action Items	
Staff Recommendation	Approve, attaching conditions as summarized
Planning Board Recommendation	Approve, attaching conditions as summarized
Planning Board Plan Consistency and Reasonableness Statement	The zoning map amendment is consistent with Asheboro Land Development Plan, complying with the Proposed Land Use Map, Growth Strategy Map, and multiple goals, including the adaptive reuse of historic structures. The zoning map amendment is reasonable given the size and physical conditions of the property, the provision of a variety of housing opportunities close to employment and services, the reuse of the property and historic structure afforded to the property owner, and the benefits to the downtown area provided through additional residential development. The previous rezoning established the appropriateness of residential uses and some limited non-residential use, recognizing the potential for adaptive reuse of the property. This zoning district seeks to present a reasonable way to reuse a vacant and historic structure, acknowledging and addressing limitations related to parking.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Recommend approval or denial of zoning map amendment RZ-25-19; rezone to OA6 (CZ) Conditional Zoning District to allow a multi-family development b) Attach zoning conditions as summarized or with modification.

OA6/B2 to OA6 (CZ)
+/- 2.86 Acres

Map_ID	Owner
A1	BROWNE, CHARLES T
A2	ASHEBORO HOSIERY LLC
A3	ASHEBORO HOSIERY LLC
B	BRANSON-COLEMAN PROPERTIES LLC
C	ASHEBORO CITY CEMETARY
D	PNB PORTFOLIO OWNER LLC
E	COUNTY OF RANDOLPH
F	RANDOLPH COUNTY
G	CITY OF ASHEBORO
H	124 NORTH LLC
I	LUCKENBACH PROPERTIES LLC
J	ALLEN, TIMOTHY Z
K	LUCKENBACH PROPERTIES LLC
L	ELLY'S PLACE LLC
M	CITY OF ASHEBORO
N	ASHEBORO CITY HALL
O	CHURCH STREET LOFT APARTMENTS LLC

1 inch = 200 feet

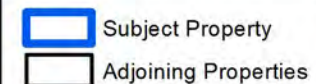
City of Asheboro Planning & Zoning Department

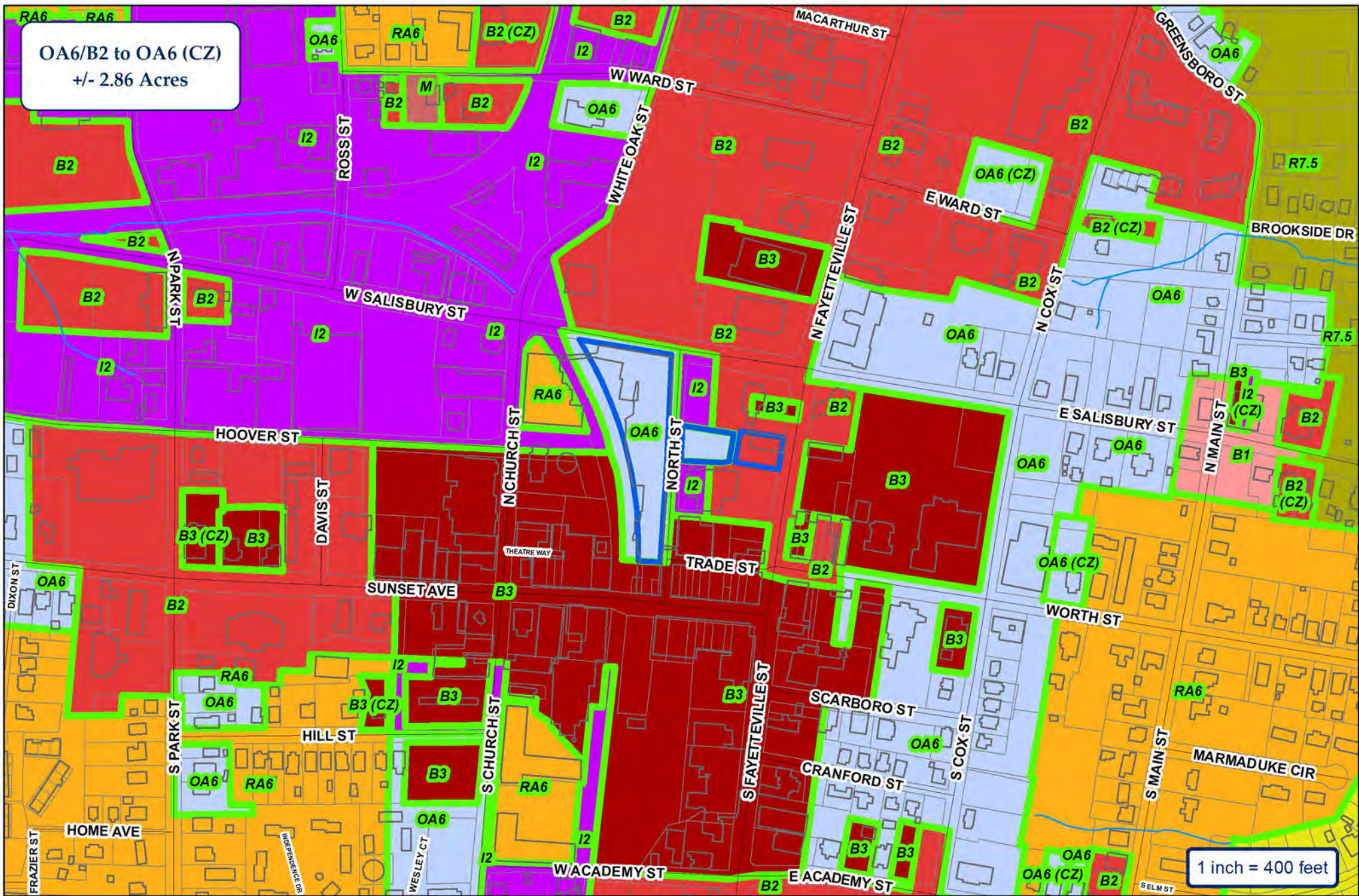
Rezoning Case: RZ-25-19

Parcels: 7751738393, 7751831208 & 7751831290



ETJ

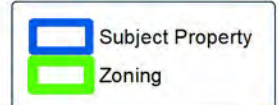




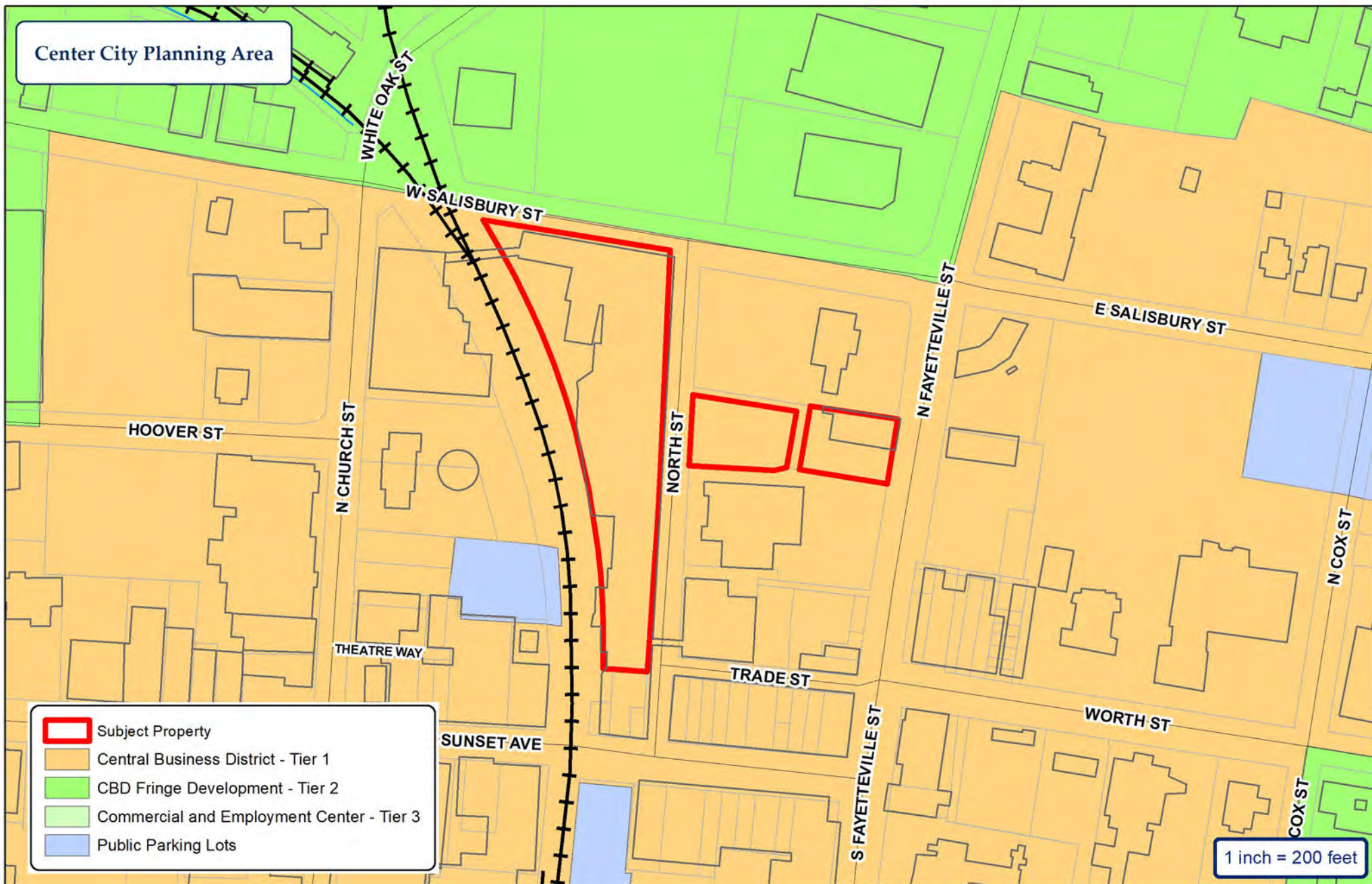
City of Asheboro Planning & Zoning Department

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Center City Planning Area

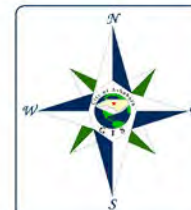


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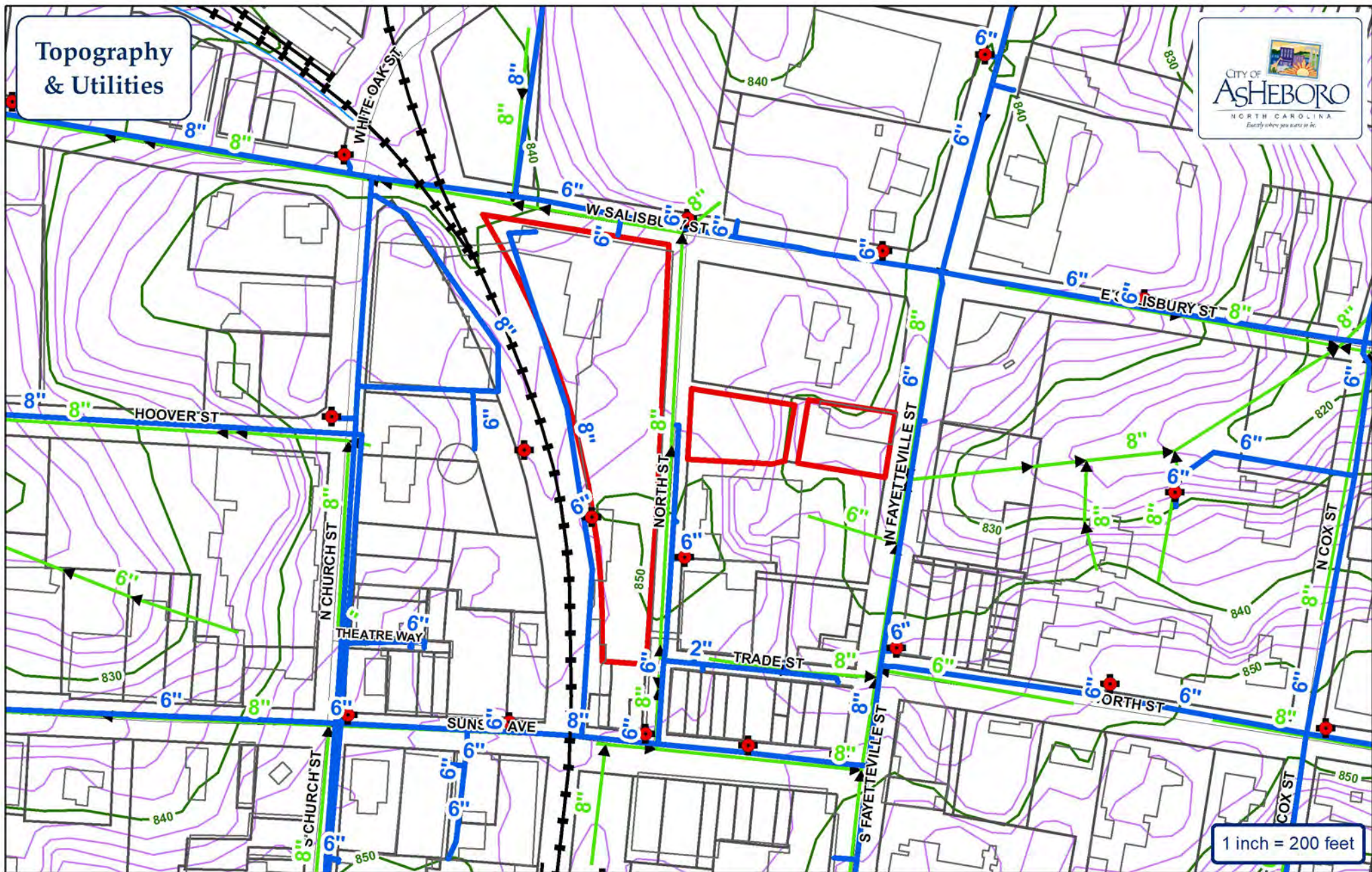
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Topography & Utilities



- | | |
|---|--|
|  Water Main |  Fire Hydrant |
|  Sewer Main |  Pump Station |
|  Force Main |  Watershed |

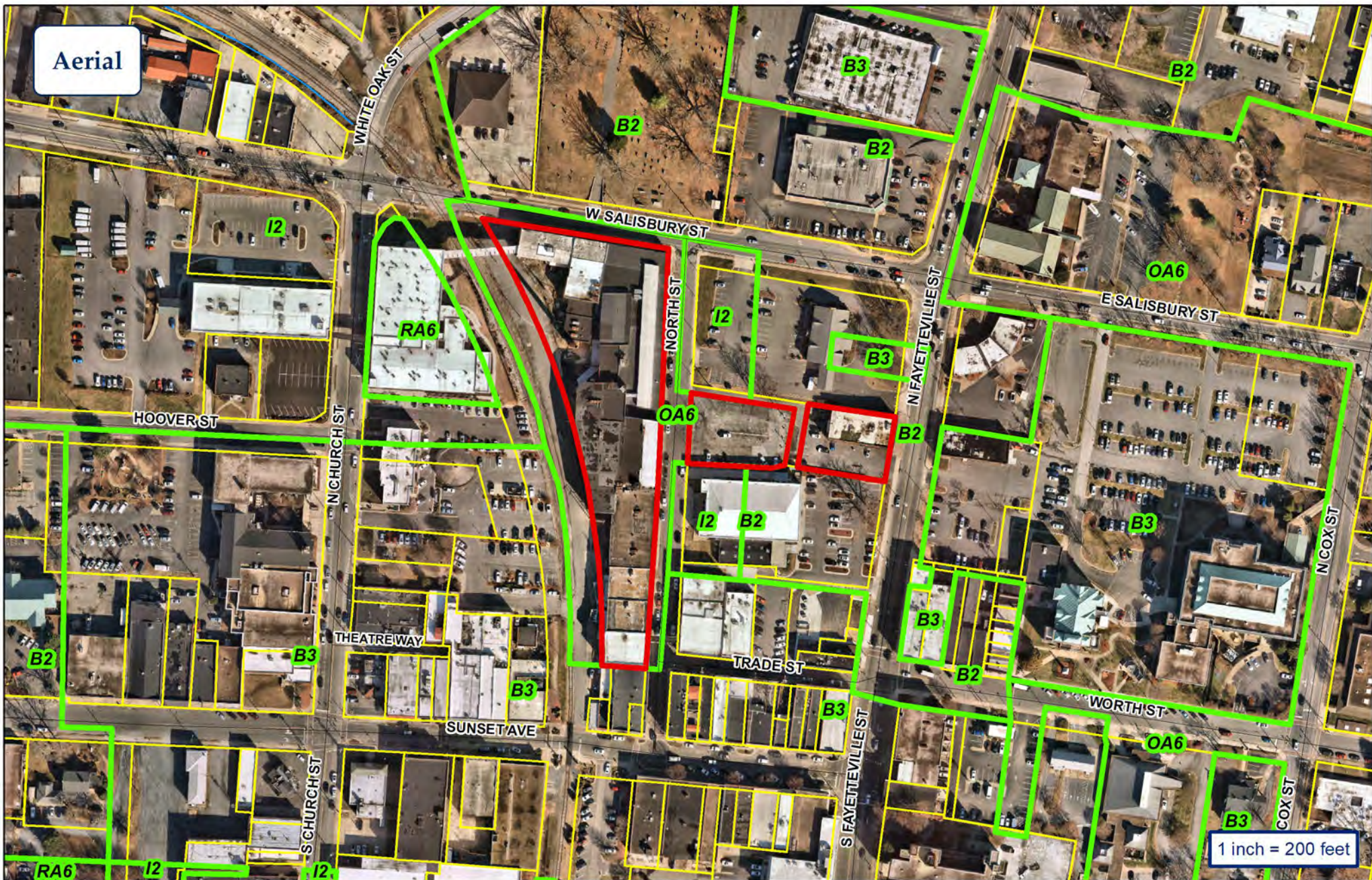
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-19

Parcels: 7751738393, 7751831208 & 7751831290

 Subject Property

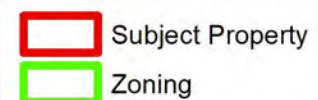




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-19

Parcels: 7751738393, 7751831208 & 7751831290



LEGEND

	GREENSCAPE/HARDSCAPE OPEN SPACE (14,800 SF TOTAL)
	RECREATION SPACE (5,568 SF TOTAL)



SITE DATA TABLE	
1. TYPE OF SUBMITTAL:	REZONING
2. PARCEL ID:	775192865, 7751831208, 7751831200 (2.85 AC)
3. PROPERTY OWNER:	ASHESORO HOISERY, LLC CHARLES T. BROWNE
4. MAILING ADDRESS:	115 SHOOCHOE BLVD RICHMOND, VA 23210
5. PROPERTY ADDRESS:	113 E NORTH ST. & 151 N FAYETTEVILLE ST ASHESORO, NC 27203
6. EXISTING ZONING:	OM- B2
7. PROPOSED ZONING:	OM (C-2)
8. PROPOSED USE:	APARTMENTS
9. DEED BOOK REFERENCES:	DB 2616 PG 1690 DB 2637 PG 1075
10. NUMBER OF DWELLING UNITS:	151 UNITS
11. PARKING REQUIRED:	1 SPACE PER UNIT = 151 SPACES (85 ADA)
12. PARKING PROVIDED:	155 SPACES (25 COMPACT, 8 ADA)

TIMMONS GROUP

ACME MCRARY MILL REDEVELOPMENT
CITY OF ASHEBORO, NORTH CAROLINA
SITE PLAN

JOB NO.	60851
SHEET NO.	Z100

own plans and related documents as the sole property of The McGraw-Hill Group and may neither reproduce in whole or in part nor shall not be used for any purpose whatsoever, including, but not limited to, advertising, promotion, or other business purposes without the prior written consent of The McGraw-Hill Group.

COMMON AREA SUMMARY	
ROOM	SQ FT
AMENITIES	
AMENITY	816.19
CLUBHOUSE	1,035.58
LEASING OFFICE	1,426.54
LOBBY	692.62
LOUNGE/FITNESS	1,316.87
MAIL AREA	454.54
STORAGE	167.03
TENANT STORAGE	1,619.12
YOGA	500.75
	8,029.24 ft²

CIRCULATION	
ELEV A	186.47
ELEV B	165.06
ELEV C	308.58
LEASING ENTRY	127.80
MAIN ENTRY LOBBY	343.29
NORTH ST LOBBY	226.42
RAMP D ENTRY	147.64
STAIR A	451.13
STAIR B	303.95
STAIR C LOBBY	224.71
STAIR D	206.82
STAIR E EXIT	197.34
STAIR F	2,245.15
STAIR G / ENTRY	369.53
STAIR H	560.74
	6,064.63 ft²

COMMON AREA SUMMARY	
ROOM	SQ FT
UTILITY	
DUMPSTER	199.86
UTILITY	303.34
	503.20 ft²
	14,597.07 ft²

UNIT TYPE SUMMARY	
UNIT TYPE	QTY
1 Bed/1 Bath	74
1 Bed/1 Bath Den	3
2 Bed/2 Bath	65
2 Bed/2 Bath Loft	5
3 Bed/2 Bath	4
	151

GBA SUMMARY	
FLOOR	SQ FT
Total GBA	
FIRST FLOOR	71,063.56
SECOND FLOOR	52,068.04
THIRD FLOOR	36,420.40
	159,552.00 ft²

UNIT TYPE SUMMARY	
UNIT TYPE	SQ FT
1 Bed/1 Bath	49,418.01
1 Bed/1 Bath Den	2,132.75
2 Bed/2 Bath	59,160.70
2 Bed/2 Bath Loft	2,943.46
3 Bed/2 Bath	5,033.48
	118,688.40 ft²



SEE TIMMONS EXHIBIT FOR PARKING.

FIRST FLOOR

Asheboro Mill
ASHEBORO, NORTH CAROLINA

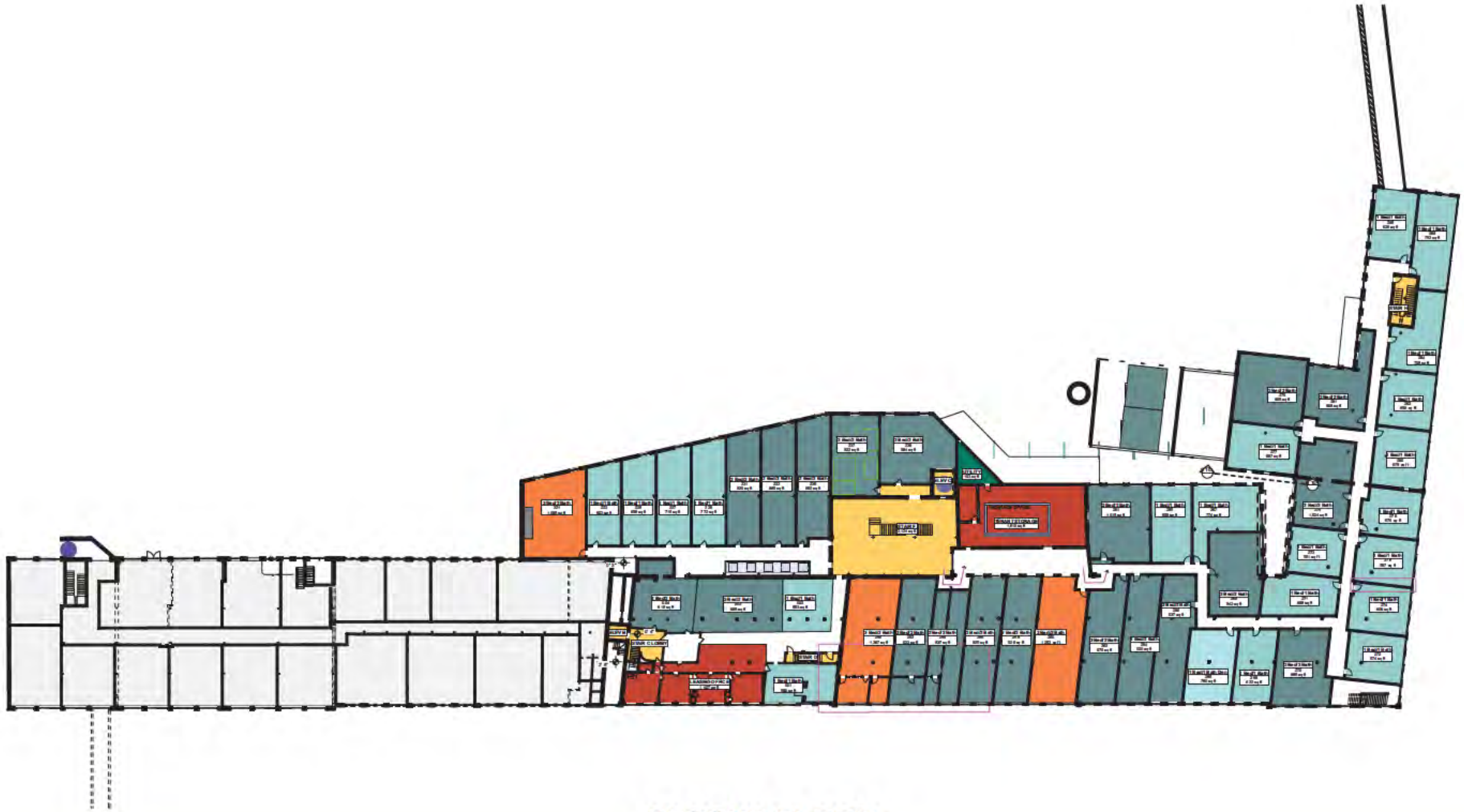
project #: 21.23
date: 9/8/25

PRELIMINARY LAYOUTS

A.1

315 N. Atkins Street
Raleigh, NC 27601
(919) 844-4781
(919) 844-4783

walterPARKS
ARCHITECT



SECOND FLOOR

Asheboro Mill
ASHEBORO, NORTH CAROLINA

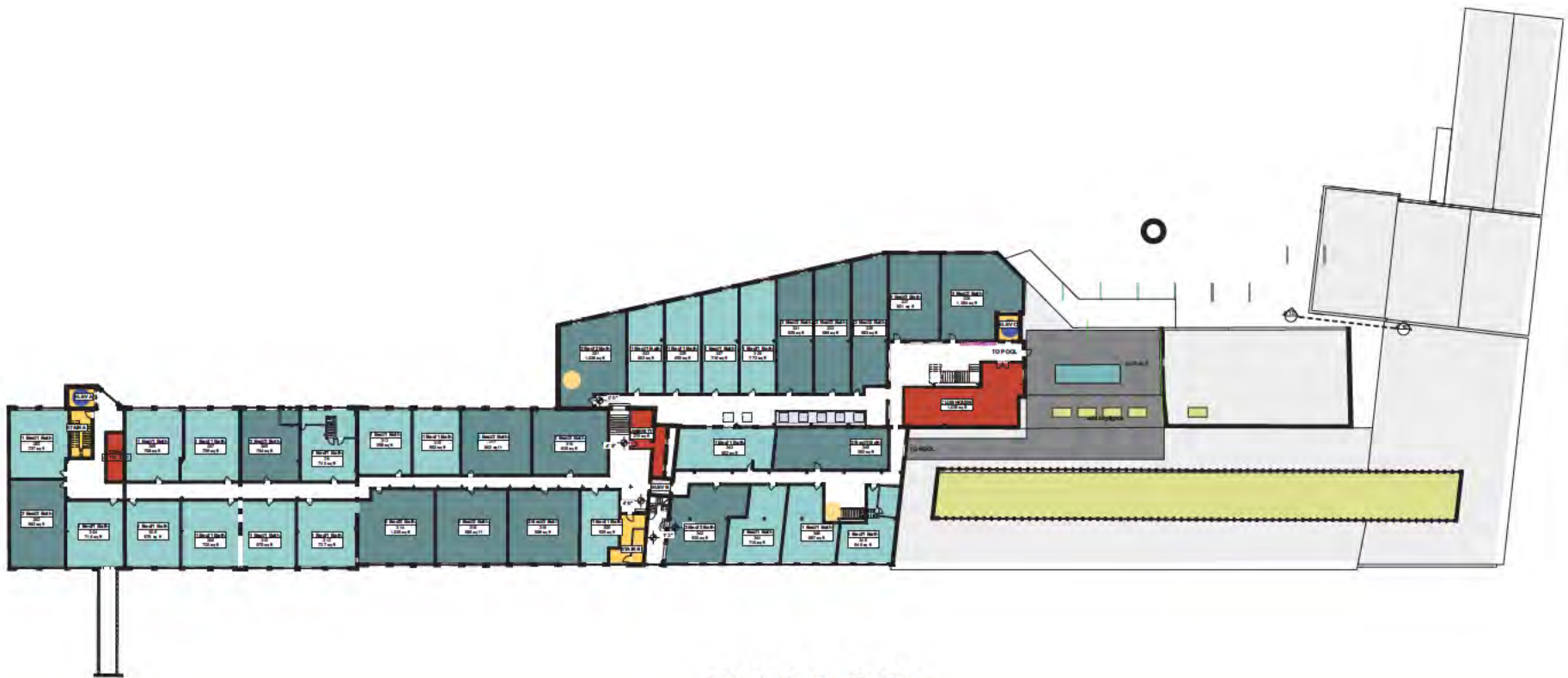
project #: 21.23
date: 9/8/25

PRELIMINARY LAYOUTS

A.2

315 N. Albany Street
Raleigh, NC 27601
(919) 844-4781
(919) 844-4782

walterPARKS
ARCHITECT



THIRD FLOOR

Asheboro Mill
ASHEBORO, NORTH CAROLINA

project #: 21.23
date: 9/8/25

PRELIMINARY LAYOUTS

A.3

315 N. Algonquin Street
Raleigh, NC 27601
t 804.644.0781
f 804.644.0783

walterPARKS
ARCHITECT

Applicant _____ *Applicant's Phone #* _____

Applicant's Address _____

Applicant email address _____

Property Owner's Name _____

Location of Property _____ Property Size (ac. or s.f.) _____

Randolph County Property Identification Number (PIN#) _____

Current Zoning District _____ Requested Zoning District _____

Date Property Title Acquired _____ *Deed Book* _____ *Page* _____

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

[illegible]

2. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

3. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

Does not apply ☐

4. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

Does not apply ☐

5. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

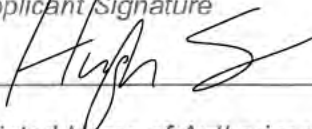
APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature



Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Member of Asheboro Hosiery, LLC

Owner Signature (if different than Applicant)



Owner Address

151 N. Fayetteville St.
Asheboro NC 27203

Telephone Number

Printed Name of Authorized Signatory (if different from Owner)



Position/Relationship of Authorized Signatory to Owner

Member of Asheboro Hosiery, LLC

STAFF USE

Received by: JTL Date: 9-12-25 Case Number: 25-19

**CITY OF ASHEBORO
NOTICE OF CONDITIONAL ZONING DISTRICT HEARING**

This is to notify you that I (we) _____ have filed an application with the City of Asheboro for a Conditional Zoning District for the property located at _____ for the purpose of _____

_____.

On _____, _____, 2025, at 6:00 PM, the Planning Board will review the Conditional Zoning District request and forward its recommendation to City Council. As part of this process, you and others will have an opportunity to speak concerning the request and offer input.

On Thursday, _____, 2025, at 6:00 pm the City Council will hold a public hearing on the Conditional Zoning District request. As part of this process, you and others again will have an opportunity to speak concerning the request and offer input.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearing and reviewing the report of the Planning and Zoning Department and recommendation of the Planning Board, will take action on the application. Such action may include approval of the request, referral back to the Planning Board, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 2392. In addition, you may contact me (or my representative) _____ at _____.

Excise Tax: \$1,720

Parcel ID Nos: 7751738393 & 7751831208

Prepared WITHOUT TITLE EXAMINATION OR TAX ADVICE by:
Longleaf Law Partners (cgo)
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

After Recording: Mail to Grantee

Brief Description for the Index:

113, 115 & 159 North Street, and adjacent parking lot

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 28th day of June 2024, by and between:

GRANTOR	GRANTEE
Downtown Asheboro Inc, a North Carolina non-profit corporation 137 S. Fayetteville Street Asheboro, NC 27203	Asheboro Hosiery, LLC, a North Carolina limited liability company 115 Shockoe Slip Richmond, VA 23219

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in the City of Asheboro, Randolph County, North Carolina, being more particularly described as follows (the "Property"):

Submitted electronically by Allman Spry Leggett Crumpler & Horn, P.A. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Randolph County Register of Deeds.

DR 2510 PG 1091 DOC# 20104700

BEING ALL OF TRACT 1A, containing 2.178 acres, more or less, and TRACT 1B, containing 15,743 square feet, more or less, pursuant to a survey prepared for the City of Asheboro on the property of Acme-McCrary Corporation by Dan W. Tanner II, PLS dated December 13, 2022 and recorded in Plat Book 178, Page 65, Randolph County Registry.

The Property hereinabove described was acquired by Grantor by instrument recorded in the Randolph County Registry contemporaneously with the recording of this Special Warranty Deed.

All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor does hereby covenant with Grantee that, Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor, except for the exceptions hereinafter stated, but against none other.

Title to the Property is subject to the following exceptions:

Ad valorem taxes for 2024 and subsequent years and all covenants, conditions, agreements, restrictions, reservations, easements, rights-of-way (specifically including without limitation that portion of the Property lying within the bounds of the railroad right-of-way of Norfolk Southern Railroad), and other matters of record, if any.

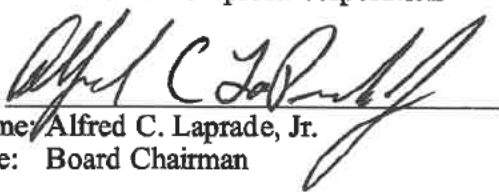
The Property is also subject to the Preservation Agreement and Protective Covenants For the Acme McCrary Mill Building which is attached as Exhibit 1 hereto and incorporated herein by reference (the "Preservation Agreement"); and the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) which is attached to the Preservation Agreement as Exhibit A thereto and incorporated therein by reference.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 28th day of June 2024 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

DOWNTOWN ASHEBORO INC,
a North Carolina non-profit corporation

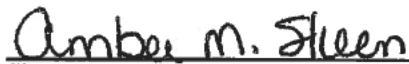
By: 
Name: Alfred C. Laprade, Jr.
Title: Board Chairman

STATE OF NORTH CAROLINA

COUNTY OF Randolph

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alfred C. Laprade, Jr., Board Chairman.

Date: 6-25-24


Signature of Notary Public
Printed Name: Amber M. Skeen
My Commission Expires: 3-27-29

[Affix Notary Stamp or Seal]



EXHIBIT 1
PRESERVATION AGREEMENT AND RESTRICTIVE COVENANTS

EXHIBIT 1**STATE OF NORTH CAROLINA****PRESERVATION AGREEMENT AND
PROTECTIVE COVENANTS FOR THE
ACME MCCRARY MILL BUILDING****COUNTY OF RANDOLPH**

THIS PRESERVATION AGREEMENT AND PROTECTIVE COVENANTS FOR THE ACME MCCRARY MILL BUILDING (the "Agreement"), by and between the City of Asheboro, a North Carolina municipal corporation and body politic ("Grantor"), and Downtown Asheboro Inc, a non-profit North Carolina corporation ("DAI"), is made effective as of the date of the recording of that certain North Carolina Special Warranty Deed from Grantor to DAI to which this Agreement is affixed as an exhibit thereto (the "Deed").

WHEREAS, Grantor is the owner of the real property described in the Deed, which property is defined herein as the "**Subject Property**"; and

WHEREAS, the Subject Property, having a street address of 113, 115 and 159 North Street, Asheboro, Randolph County, North Carolina, has certain permanent improvements consisting of a mill building, (which was a part of a mill complex known as Acme-McCrary Hosiery Mills), hereinafter referred to as the "**Acme McCrary Building**", being a building of recognized historical, cultural, and architectural significance; and

WHEREAS, Grantor and DAI both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, Grantor and DAI both desire that the Subject Property shall not be subdivided in order to preserve its integrity of site; and

WHEREAS, DAI is a charitable organization which acquires certain rights pursuant to historic preservation agreements that will ensure that structures located within the State of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the preservation of the Subject Property in this manner constitutes a public purpose; and

WHEREAS, the North Carolina General Assembly has enacted the Conservation and Historic Preservation Agreements Act, currently codified as Chapter 121, Article 4 of the North Carolina General Statutes, validating restrictions, easements, covenants, conditions, or otherwise appropriate measures for the preservation of a structure or site significant for its architecture, archeology, or historical associations.

NOW, THEREFORE, for and in consideration of the Grantor's interest in historic preservation and other good and valuable consideration, Grantor and DAI hereby agree that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions (hereinafter referred to as the "**Covenants**"):

1. Upon the sale of the Subject Property to DAI, these Covenants shall be administered solely by Downtown Asheboro Inc and its successors in interest or assigns; and, in all subsequent conveyances of Subject Property, DAI and its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event DAI, or its successors in interest, by corporate merger cease to exist, then in such event DAI shall assign all of its rights and interests in these Covenants, subject to and inclusive of such duties and obligations which it assumes hereby, to a non-profit corporation of responsibility which exists for substantially the same reasons as DAI itself (as described hereinabove); if no such corporation is available for such assignment, then, under such circumstances, such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer these Covenants.

Rehabilitation and Maintenance

2. Upon the recording of the Deed, DAI, and any subsequent grantee (any and all subsequent grantees individually and collectively referred to herein as "**Grantee**"), covenants and agrees to continuously maintain, repair, and administer the Subject Property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the Subject Property. Said standards are attached hereto as Exhibit A and incorporated in these Covenants by reference.

Prior Approval Required For Modifications

3. Unless prior written approval by the Secretary of the Interior's authorized representative, the North Carolina State Historic Preservation Office, the

Randolph County Historic Landmark Preservation Commission, or any of their successor organizations or governmental authority (any one of the foregoing a "Preservation Authority") is obtained, no alteration, physical or structural change, or changes in the color, material, or surfacing to the exterior of the Acme McCrary Building (a "Material Alteration") shall be made. If no Preservation Authority provides, or is required to provide, written approval in advance, then Grantee must obtain prior written approval of any Material Alteration from the President or Chairman of the Board of Directors of DAI in accordance with the provisions of Section 4 below. Notwithstanding the foregoing provisions, this paragraph shall not be construed to prevent the construction, reconstruction, alteration, restoration, moving, or demolition of any such feature that the building inspector or similar official shall certify is required for the public safety because of an unsafe or dangerous condition.

4. Unless the plans and exterior designs for such structure or addition have been approved in advance in writing by a Preservation Authority, no addition or additional structure shall be constructed or permitted to be built upon the Subject Property unless approved in advance in writing by the President or Chairman of the Board of Directors of DAI. DAI in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; and use of local or regional architectural traditions. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is reasonably compatible with the size, color, material and character of the Subject Property.
5. Grantor, DAI and Grantee hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the Acme McCrary Building:
 - (a) The wood floors and exposed brick walls featured in the pre-1929 sections of the building;
 - (b) Chamfered square wood posts and substantial wood beams comprising the structure in the sections erected in 1924 and earlier (engineers specified the installation of steel posts and beams to provide supplementary support, as replacements, and to build additions beginning in 1928); and

- (c) Original double-hung, multi-pane, wood-frame sash windows that are intact on many outside walls and formerly exterior walls that have been encapsulated between additions.

Unless prior written approval by a Preservation Authority (or if the provisions of Section 4 above apply, the President or Chairman of the Board of Directors of DAI) is obtained, no removal, relocation, or alteration of the above-mentioned architectural features shall be made.

- 6. Neither the Acme McCrary Building nor any part thereof may be removed or demolished without the prior written approval of the President or Chairman of the Board of Directors of DAI, and except when removal or demolition has been authorized by a Preservation Authority.
- 7. No portion of the Subject Property may be subdivided.
- 8. Express written approval of DAI is required for removal of living trees greater than 12 inches in diameter at a point 4 feet above the ground from the Subject Property unless immediate removal is necessary for the protection of any persons coming onto the Subject Property or of the general public; for the prevention or treatment of disease; or for the protection and safety of the Acme McCrary Building or other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, DAI may approve the use of an alternate species.

Covenant to Obey Public Laws

- 9. DAI and Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance, and use of the Subject Property.

Right of First Refusal

- 10. In case of any contemplated sale of the Subject Property or any portion thereof by Grantee or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to DAI and its successors or assigns to the extent permitted by law. If DAI so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of DAI to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. DAI may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, any right to repurchase shall be subject to said deeds of trust or

encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

Inspection

11. Representatives of DAI shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, and subject at all times to the rights of any tenants in possession, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantee with the terms of these Covenants.

Public Access

12. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the rehabilitated property by special appointment at various times and intervals, except with respect to any portions of the Subject Property which are occupied by any tenant pursuant to a lease agreement with the then owner of the Subject Property. Except for living trees which are subject to DAI's approval before being removed as provided in Section 8 above, nothing shall be erected or allowed to grow on the Subject Property which would impair the visibility of the property and the buildings from the street level or other public rights of way.

Hazardous Materials

13. The properties DAI seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. DAI does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. DAI is not liable in any way for any hazards, defects, or other problems with the properties under Covenants.

Extinguishment

14. Intentionally omitted.

Remedies

15. In the event of a violation of Covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, DAI then, to the extent permitted by law, shall have an option to purchase the Subject Property, provided that it shall give Grantee written notice of the nature of the violation and Grantee shall not have corrected same within the ninety (90) days next following the giving of said notice. The

purchase of the Subject Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Subject Property, subject to these Covenants, as determined by agreement of the then owner and DAI, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by DAI, one to be selected by the then owner, and the other to be designated by the two appraisers selected by DAI and the owner respectively. Provided, however, that if there are outstanding deeds of trust or other encumbrances against the Subject Property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

16. In the event of a violation of these Covenants, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to DAI. No failure on the part of DAI to enforce any of the Covenants herein nor the waiver of any right hereunder by DAI shall discharge or invalidate any of the Covenants, or affect the right of DAI to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred, the court may require the then owner of the Subject Property to reimburse DAI for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

Transfer Fee

17. Except as otherwise provided herein, there shall be assessed by DAI and collected from the purchasers of the Subject Property, or any portion thereof subject to these Covenants, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of such property, or any portion thereof, which transfer fee shall be paid to DAI and used by DAI for the purpose of preserving the historical, architectural, archeological, or cultural aspects of real property. Such fee shall not apply to (i) inter-spousal transfers, (ii) transfers by gift, (iii) transfers between parents and children, (iv) transfers between grandparents and grandchildren, (v) transfers between siblings, (vi) transfers between a corporation and any shareholders in the same corporation who owns 10 percent (10%) or more of the stock in such corporation, (vii) transfers between a limited liability company and any member who owns ten percent (10%) or more of such limited liability company, (viii) transfers by Will, bequest, intestate succession, (ix) transfers occurring by eminent domain proceedings, or by deed in lieu thereof, (x) transfers by operation of law, (xi) transfers by foreclosure sale, deed in lieu of foreclosure, or by court order, (xii) transfers required to comply with the requirements of any lender, or to preserve any state or federal historic tax credit eligibility, (xiii) transfers to any entity that is owned, controlled by, or under common control with the then owner, (xiv) transfers to any inter vivos trust in which the then owner is a beneficiary, (xv) the granting of a mortgage, deed of trust, or other security

interest, or pledge of the Subject Property as security to any lender or creditor, or (xvi) transfers to DAI (each of the foregoing hereinafter referred to as an "Exempt Transfer"); provided, however, that such fee shall not apply to the first transfer of the Subject Property which is not an Exempt Transfer, but shall apply to each transfer thereafter which is not an Exempt Transfer. In the event of non-payment of such a transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) per annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to these Covenants and shall be subject to foreclosure by DAI. In the event that DAI is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, DAI shall be entitled to recover all litigation costs and attorney's fees incurred at such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. DAI may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from DAI.

Insurance

18. Grantee shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the Acme McCrary Building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in Exhibit A if such rebuilding is economically feasible and reasonably possible. Grantee shall keep the Subject Property insured under a comprehensive general liability policy that protects Grantee and DAI against claims for personal injury, death and property damage with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00.

Mortgage Subordination

19. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of DAI to enforce the purposes of these Covenants. Grantee will provide a copy of these Covenants to all mortgagees of the Subject Property and, to the extent necessary, has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. The subordination provisions as described above relate only to the purposes of these Covenants, namely the preservation of the historic architecture and landscape of the Subject Property.

Duration of Covenants

20. DAI and Grantee do hereby covenant to carry out the duties specified herein, and these Covenants shall be covenants and restrictions running with the land, which DAI, Grantee, and Grantee's heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted or referenced in the deed or other instrument conveying or disposing of the Subject Property. Notwithstanding anything to the contrary herein, upon the recording of a deed in the Randolph County Register of Deeds evidencing the conveyance of Grantee's fee simple interest in the Subject Property to a subsequent grantee (a "**Subsequent Deed**"), the subsequent grantee assumes all liabilities and obligations of Grantee under these Covenants arising or accruing from and after the date of the recording of such Subsequent Deed during the period of ownership of the Subject Property by such subsequent grantee, and Grantee shall remain liable for all obligations of Grantee under these Covenants accruing prior to the recordation date of such Subsequent Deed. Upon the recording of a deed from DAI to Grantee, DAI shall not remain liable for liabilities and obligations incidental to ownership of the Subject Property contained in the Agreement, which arise or accrue from and after the recording of such deed from DAI to Grantee, including but not limited to the liabilities and obligations set forth in Section 2 above.
21. Unless otherwise provided, the Covenants and restrictions set forth above shall run in perpetuity upon the Subject Property.

**[The remainder of this page has been intentionally left blank.
Signatures and notarial certificates are on the next two pages.]**

IN WITNESS WHEREOF, the City of Asheboro and Downtown Asheboro Inc have each caused this instrument to be signed in its name by its duly authorized officer and its seal to be hereunto affixed by the authority of its City Council and its Board of Directors, respectively.



CITY OF ASHEBORO

By:

John N. Ogburn, III, City Manager

ATTEST

Holly H. Doerr, CMC, NCCMC, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of Guilford County, North Carolina, certify that Holly H. Doerr personally appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of the city by its City Manager, sealed with the corporate seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this 25th day of June 2024.



Signature of Notary Public

My commission expires: 1-17-2027

IN WITNESS WHEREOF, the City of Asheboro and Downtown Asheboro Inc have each caused this instrument to be signed in its name by its duly authorized officer and its seal to be hereunto affixed by the authority of its City Council and its Board of Directors, respectively.

DOWNTOWN ASHEBORO INC

By:

Name:

Title:

Alfred C. Laprade, Jr.

Board Chairman

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of Randolph County, North Carolina, certify that Alfred C. Laprade, Jr. personally appeared before me this day and acknowledged that he/she is the Board Chairman of DOWNTOWN ASHEBORO INC, a North Carolina non-profit corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of the non-profit corporation by its Board Chairman and sealed with the corporate seal.

WITNESS my hand and official stamp or seal, this 25 day of June 2024.

Amber M. Skeen

Signature of Notary Public

My commission expires: 3-27-2029



EXHIBIT A

Secretary of the Interior's Standards for the Treatment of Historic Properties (1992)

EXHIBIT A

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES (1992)

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.) **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. **Reconstruction** re-creates vanished or non-surviving portions of a property for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards is intended to assist users in making sound historic preservation decisions. Choosing appropriate treatment for a historic property, whether preservation, rehabilitation, restoration, or reconstruction, is critical. This choice always depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation.

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

STANDARDS FOR PRESERVATION

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of the property shall be retained and preserved. The replacement of intact or repairable historical materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated

from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

REHABILITATION AS A TREATMENT

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.

RESTORATION is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

STANDARDS FOR RESTORATION

1. A property shall be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period shall be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period shall not be undertaken.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve materials and features from the restoration period shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods shall be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period shall be preserved.
6. Deteriorated features from the restoration period shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials.
7. Replacement of missing features from the restoration period shall be substantiated by documentary and physical evidence. A false sense of history shall not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
9. Archeological resources affected by a project shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
10. Designs that were never executed historically shall not be constructed.

RESTORATION AS A TREATMENT

When the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned, Restoration may be considered as a treatment. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for Restoration developed.

RECONSTRUCTION is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

STANDARDS FOR RECONSTRUCTION

1. Reconstruction shall be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location shall be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures shall be undertaken.
3. Reconstruction shall include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction shall be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property shall re-create the appearance of a non-surviving historic property in materials, design, color, and texture.
5. A reconstruction shall be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically shall not be constructed.

RECONSTRUCTION AS A TREATMENT

When a contemporary depiction is required to understand and interpret a property's historic value (including the re-creation of missing components in a historic district or site); when no other property with the same associative value has survived; and when sufficient historical documentation exists to ensure an accurate reproduction, Reconstruction may be considered as a treatment. Prior to undertaking work, a documentation plan for Reconstruction should be developed.



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✓ Mail after recording to: Charles T. Browne, 151 N. Fayetteville St., Asheboro 27203

Prepared by BELL AND BROWNE, P.A., 151 N. Fayetteville St., Asheboro, N.C. 27203

RS = \$0

NORTH CAROLINA

QUITCLAIM DEED

RANDOLPH COUNTY

THIS QUITCLAIM DEED, made this the 10th day of August, 2007, by PATRICIA L. BROWNE, of Randolph County, North Carolina, hereinafter referred to as "Grantor", (whether one or more persons), to CHARLES T. BROWNE, of Randolph County, North Carolina, hereinafter referred to as "Grantee", (whether one or more persons).

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to her in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, her heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in the City of Asheboro, Randolph County, North Carolina, and more particularly described as follows:

TRACT NO. 1: BEGINNING at an existing spike lying in the western right of way line of North Fayetteville Street (U.S. Highway #220 Business), said spike being located South 08 deg. 40 min. 33 sec. West 286.47 feet along said western right of way line from a point where said right of way line intersects with the right of way line of West Salisbury Street; said iron spike also being the northeast corner of the Acme-McCrary Corporation property; thence leaving the western right of way line of North Fayetteville Street and along the northern line of Acme-McCrary Corporation property, North 81 deg. 02 min. 53 sec. West 136.17 feet to an existing nail at a point where said line intersects the eastern line of a 20-foot service alley; thence leaving Acme-McCrary's northern line and along the eastern line of the 20-foot service alley, North 09 deg. 46 min. 49 sec. East 49.98 feet to an "x" in concrete in said line, formerly the southwest corner of the Asheboro Business College property; thence leaving said 20-foot service alley and along the former Asheboro Business College property line, South 81 deg. 02 min. 36 sec. West 135.21 feet to an existing spike lying in the western right of way line of North Fayetteville Street (U.S. Highway #220 Business); thence along the said western right of way line of North Fayetteville Street, South 08 deg. 40 min. 33 sec. West 50.00 feet to an existing spike, the point and place of BEGINNING.

TRACT NO. 2: BEGINNING at an existing spike lying in the western right of way line of North Fayetteville Street (U.S. Highway #220 Business), the northeast corner of Tract No. 1 herein, the same being located South 08 deg. 40 min. 33 sec. West 236.47 feet along said western right of way line from a point where said right of way line intersects the right of way line of West Salisbury Street; thence leaving the western right of way line of North Fayetteville Street, North 81 deg. 02 min. 36 sec. West 135.21 feet to an "x" in concrete lying in the eastern line of the 20-foot alleyway; thence northwardly along the eastern line of the 20-foot alley, North 09 deg. 46 min. 49 sec. East 50.03 feet crossing an "x" in concrete to an existing iron pipe lying in the southern line of the Bank of Randolph property; thence along the southern line of the Bank of Randolph property, South 81 deg. 02 min. 31 sec. East 134.22 feet to a point lying in the western right of way line of North Fayetteville Street, said point lying South 08 deg. 40 min. 33 sec. West 186.45 feet along said right of way line to the right of way of West Salisbury Street; thence along the western right of way line of North Fayetteville Street, South 08 deg. 40 min. 33 sec. West 50.02 feet to an existing spike, the point and place of BEGINNING.

TOGETHER with a right of way for ingress, egress, and regress to and from the above-described lots over an alley described as follows:

BEGINNING at an iron pipe lying in the eastern right of way line of North Street in the City of Asheboro, said pipe being located South 3 degrees 00 min. 21 sec. West 189.15 feet from a point where said right of way line intersects the southern right of way line of West Salisbury Street, said point also being the southwest corner of the Bank of Randolph property; thence leaving the eastern right of way line of North Street and along the southern line of the Bank of Randolph property, South 81 deg. 02 min. 31 sec. East 176.20 feet to an existing iron pipe, formerly Asheboro Business College northwest corner; thence leaving the southern line of the Bank of Randolph property, South 09 deg. 46 min. 49 sec. West 100.01 feet crossing to an "x" in concrete to an existing nail lying in Acme-McCrary Corporation's northern line; thence along the northern line of Acme-McCrary Corporation the following courses and distances: North 81 deg. 02 min. 53 sec. West 20 feet to an existing spike; thence North 09 deg. 47 min. 06 sec. East 88.10 feet to an "x" in concrete; thence North 81 deg. 02 min. 39 sec. West 154.77 feet to an existing nail lying in the eastern right of way line of North Street; thence along the eastern right of way line of North Street, North 03 degrees 00 min. 21 sec. East 12.02 feet to a new iron pipe, the point and place of BEGINNING.

All of the above descriptions being according to an unrecorded survey entitled "Plat prepared for Charles T. Browne and Clyde T. Shaw, Jr., by Steven D. Brown, R.L.S., dated November 11, 1986, and designated as Job No. 86-096, Book #81.

See Book 1101, Page 522; Book 1004, Page 338; and Book 782, Page 143,
Randolph County Registry.

**THE LAW FIRM OF BELL AND BROWNE, P.A. HAS NEITHER EXAMINED
NOR CERTIFIES TITLE TO THE ABOVE DESCRIBED REAL PROPERTY.**

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges
thereunto belonging to her, the Grantee, her heirs and/or successors and assigns, free and
discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or
under him.

The designation Grantor and Grantee as used herein shall include said parties, their heirs,
successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as
required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, the day and
year first above written.

Patricia L. Browne (SEAL)
PATRICIA L. BROWNE

NORTH CAROLINA

Randolph COUNTY

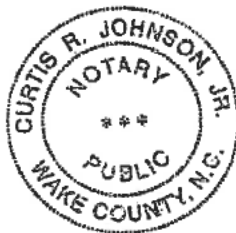
I, Curtis R. Johnson Jr., Notary Public, do hereby certify that PATRICIA L.
BROWNE personally appeared before me this day and acknowledged the due execution of the
foregoing Quitclaim Deed for the purposes therein expressed.

Witness my hand and notarial seal, this the 6th day of August, 2007.

My Commission Expires: March 28, 2012

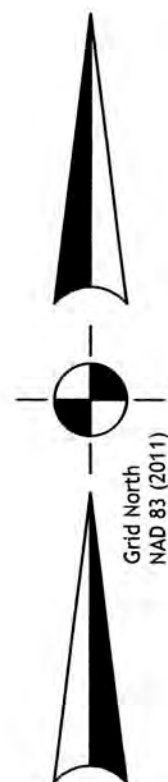
Curtis R. Johnson Jr.
Notary Public

(SEAL)



Notes:

1. This project is not located within a special flood hazard area per NCFRIS.
Map #: 3710776000J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.



I, Michael B. Martin, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: Class A
- (2) Positional accuracy: $\sim 0.10'$
- (3) Type of GNSS field procedure: Real-Time Kinematic Networks
- (4) Dates of survey: September 11, 2025
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control use: North Carolina Real Time Network
- (7) Geoid model: Geoid18
- (8) Combined grid factor(s): 0.99986831
- (9) GPS/GNSS Scale Point:
N: 706,914.32 E: 1,764,121.14 Z: 736.78
- (10) Units: US Survey Feet



I, Michael B. Martin, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)11d That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

I, Michael B. Martin, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Plat Book 188, page 86;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See, page Notes; that the ratio of precision or positional accuracy as calculated is 1:10000+, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 28th day of October, A.D., 2025.

M.B. Martin
Professional Land Surveyor

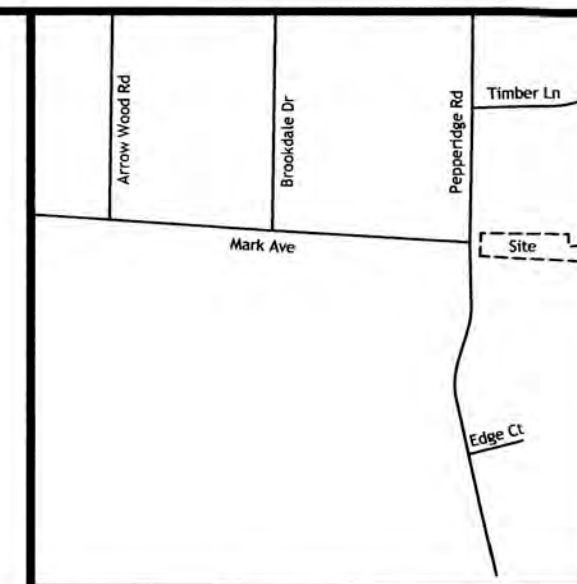
L-5681

STATE OF NORTH CAROLINA

I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____

Review Officer _____



Location Map
(Not to Scale)

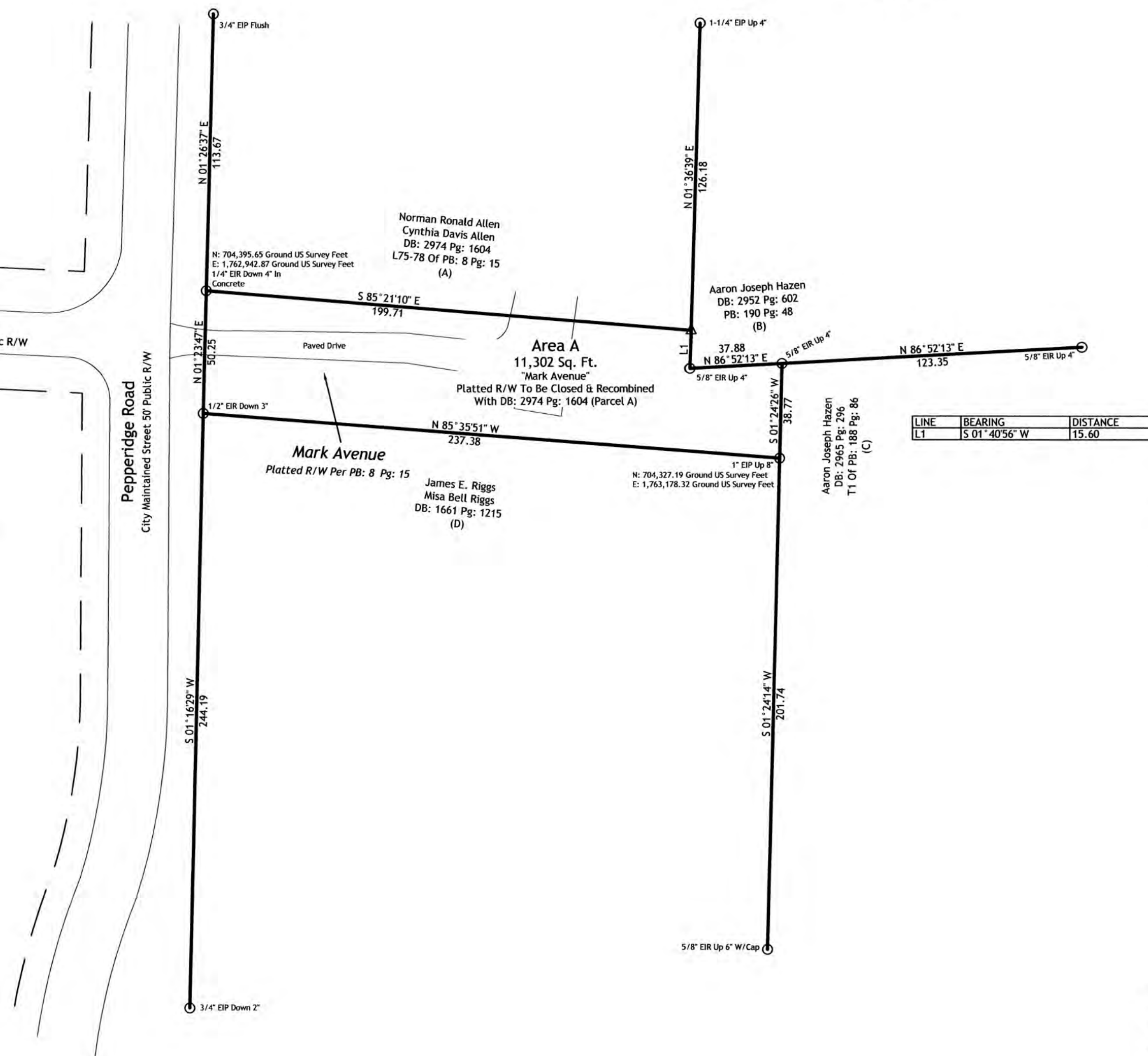


Table of Property Interests

Pursuant to G.S. 160A-299(c) all right, title, and interest in the permanently closed right-of-way shall be vested as shown above:

Parcel	PIN	Owner
A.	7760249368	Norman Ronald Allen & Cynthia Davis Allen
B.	7760343519	Aaron Joseph Hazen
C.	7760344162	Aaron Joseph Hazen
D.	7760249186	James E. Riggs (17CVD001009-750)

Norman Ronald Allen
Cynthia Davis Allen
Signed
[Signature]
Signed
[Signature]
Signed
[Signature]
Signed

Owner
Owner
Owner
Owner
Owner
Date
Date
Date
Date
Date

Street Closure Survey For:

Mark Avenue

City of Asheboro
Asheboro Township
North Carolina
Randolph County
October 27, 2025

Plat Book: 188 Pg: 86

Scale: 1" = 40 US Survey Feet

Bar Scale:



SURVEY CAROLINA, PLLC

154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2025 Survey Carolina, PLLC

Drawn By: HRM Checked By: DWT Job #: 14170

AGREEMENT OVERVIEW

NORTH CAROLINA
RANDOLPH COUNTY

DATE: 8/28/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5711

AND

WBS ELEMENTS: PE 50160.1.1
CON 50160.3.1

CITY OF ASHEBORO

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of water and sewer line relocation and water line betterments associated with widening SR 1712 (Pineview Street) from west of Sylvan Street to US 220 Business.

ESTIMATED COST TO OTHER PARTY: \$ 996,411.11

ESTIMATED COST TO OTHER PARTY (PE): \$ 24,864.54

ESTIMATED COSTS TO OTHER PARTY (CON): \$ 971,546.57

PAYMENT TERMS: The Department will invoice the City of Asheboro in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Asheboro within sixty (60) days of the invoice date.

MAINTENANCE: The City of Asheboro is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Asheboro, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING

- i. At the request of the **Municipality**, the **Department** will provide design services for the required relocation and/or betterment of the **Municipality's** utility lines as affected by Project U-5711. The work is described as follows: preliminary engineering and design work for relocating water and sewer lines and water line betterments associated with the Project.
- ii. The **Department** will ensure the design of municipal utility relocation is performed by professional engineering services. If the **Department** revises highway plans, then the **Municipality** reserves the right to re-engineer relocation plans.
- iii. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the **Municipality** shall review and approve the plans, the associated estimated utility construction cost, and special provisions to be made part of the **Department's** roadway contract for highway construction. The **Municipality** shall release the **Department** of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the **Municipality** upon completion of the plans, estimate, special provisions and acceptance by the **Department** and **Municipality** for the plans to be made part of the highway contract.

B. CONSTRUCTION

- i. At the request of the **Municipality** the **Department** shall place provisions in the construction contract for Project U-5711, for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: construction work for relocating water and sewer lines and water line betterments associated with the Project.
- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the

project. Should any failure result from the conditions found in this section the **Department** would then enter into a Contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the Department's assigned Resident Engineer.

C. MAINTENANCE AND OPERATIONS

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$971,546.57 as shown on the attached Exhibit "B". The estimated cost includes a 16% charge for Engineering and Incidentals ("E&I"). The E&I percentage charge may be

negotiated at the **Department's** discretion if a valid extenuating circumstance is presented by the **Municipality** and agreed to by the **Department**.

- ii. E&I charges include but are not limited to: contract administration; project management; construction engineering and inspection (CE&I); in-field plan revisions; mobilization; stationary and portable work zone signs; traffic control flaggers; law enforcement; lane closure equipment; erosion control; grading, seeding, mulching and topdressing. E&I will be invoiced based upon the actual cost of utility work, not the cost of highway work.
- iii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iv. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon completion of the plans, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
- ii. Upon the satisfactory completion and the Municipality's acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work. Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.
- iii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.
- iv. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- v. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.

- vi. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature; however, each **Party** agrees to maintain certification records and will produce said records upon request. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

CITY OF ASHEBORO

Authorized Signer: _____ Print Name: _____

Date Signed: _____ Title: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: _____ Print Name: _____

Date Signed: _____ Title: _____

Fed Tax ID No: _____

Remittance Address: _____

Purchase Order, Ref. No., etc.: _____

Accounts Payable Contact:

_____ Name: _____

Email: _____

Phone Number: _____

DEPARTMENT OF TRANSPORTATION

By: _____ Print Name: _____

Date: _____ Title: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

CITY OF ASHEBORO

Attest: _____	Authorized Signer: _____
By: _____	Print Name: _____
Title: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____	Finance Signer: _____
Remittance Address: _____	Print Name: _____
_____	Title: _____
_____	Date Signed: _____

Purchase Order, Ref. No., etc.: _____	Accounts Payable Contact:
_____	Name: _____
	Email: _____
	Phone Number: _____

DEPARTMENT OF TRANSPORTATION

By: _____	Print Name: _____
Date: _____	Title: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

09/08/99

TIP PROJECT: U-5711



VICINITY MAP (NOT TO SCALE)
DETOUR ROUTE

90% PLANS

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS
RANDOLPH COUNTY

LOCATION: SR 1712 (PINEVIEW ROAD) FROM WEST OF
SYLVAN DRIVE TO US 220 BUSINESS IN ASHEBORO

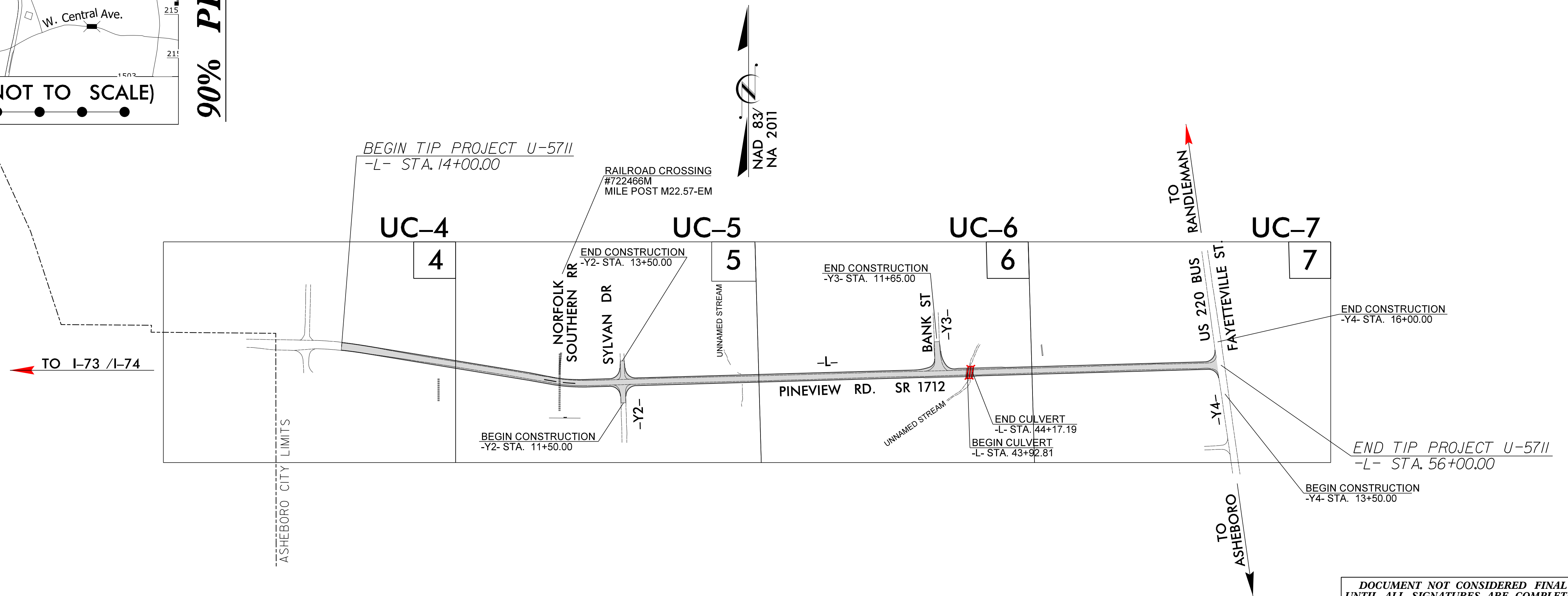
TYPE OF WORK: UTILITY WORK

UTILITY AGREEMENT PLANS

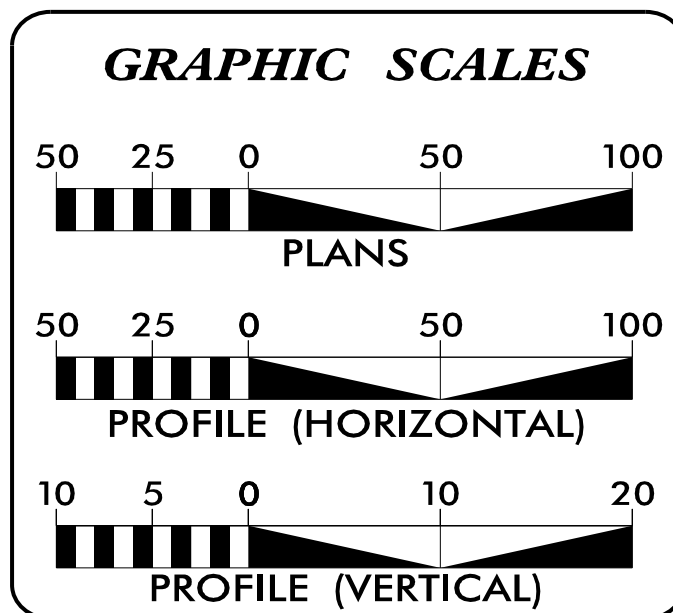
T.I.P. NO.	SHEET NO.
U-5711	UC-1

EXHIBIT A

COST BREAKDOWN		LEGEND
ASHEBORO (ASHEBORO 25%, NCDOT 75%)		
ASHEBORO BETTERMENT		



DOCUMENT NOT CONSIDERED FINAL
UNTIL ALL SIGNATURES ARE COMPLETED



INDEX OF SHEETS	
SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3	UTILITY NOTES
UC-3A THRU UC-3B	UTILITY DETAILS
UC-4 THRU UC-7	UTILITY CONSTR. PLANS
UC-8 THRU UC-11	UTILITY CONSTR. PROFILES

WATER AND SEWER OWNERS
ON PROJECT

(A) - WATER, GRAVITY SANITARY SEWER, AND
FORCE SEWER - CITY OF ASHEBORO

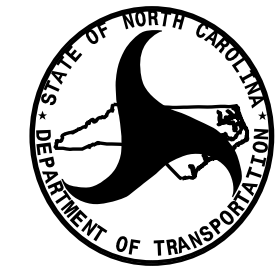
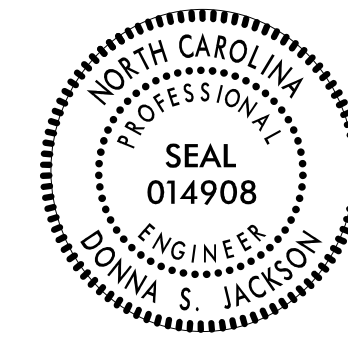
PREPARED IN THE OFFICE OF

M
MOTT
MACDONALD
930 Main Campus Dr., Suite 200
Raleigh, NC 27606
www.mottmac.com

NC LICENSE NO. F-0669

DONNA JACKSON P.E. CONSULTANT CONTACT #1
PADDY JORDAN CONSULTANT CONTACT #2

SEAL



DIVISION OF HIGHWAYS
UTILITIES UNIT
1555 MAIL SERVICES CENTER
RALEIGH, NC 27699-1555
PHONE (919) 707-6690
FAX (919) 250-4151

MICHAEL RICKETTS UTILITIES DIVISION ENGINEER
TRENT CAVINESS DIVISION UTILITIES COORDINATOR

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	12" WL
11¼ Degree Bend	+
22½ Degree Bend	+x
45 Degree Bend	+x
90 Degree Bend	+†
Plug	⊥
Tee	⊥
Cross	⊥
Reducer	▶
Gate Valve	GV
Butterfly Valve	BV
Tapping Valve	TGV
Line Stop	LS
Line Stop with Bypass	LS/BP
Blow Off	BO
Fire Hydrant	PFH
Relocate Fire Hydrant	REH
Remove Fire Hydrant	REM FH
Water Meter	PWM
Relocate Water Meter	RWM
Remove Water Meter	REM WM
Water Pump Station	PS(W)
RPZ Backflow Preventer	RPZ
DCV Backflow Preventer	PBFP
Relocate RPZ Backflow Preventer	RRPZ
Relocate DCV Backflow Preventer	RBFP

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	12" SS
Force Main Sewer Line (Sized as Shown)	12" FSS
Manhole (Sized per Note)	•
Sewer Pump Station	PS(SS)

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

Power Pole	⦿
Telephone Pole	⦿
Joint Use Pole	⦿
Telephone Pedestal	TEL PED
Utility Line by Others (Type as Shown)	PROP O/H POW LINES
Trenchless Installation	12" TL INSTALL
Encasement by Open Cut	24" ENCAS BY OC
Encasement	24" ENCASUREMENT

Thrust Block	⊥
Air Release Valve	AR
Utility Vault	UV
Concrete Pier	CP
Steel Pier	SP
Plan Note	NOTE
Pay Item Note	PAY ITEM

EXISTING UTILITIES SYMBOLS

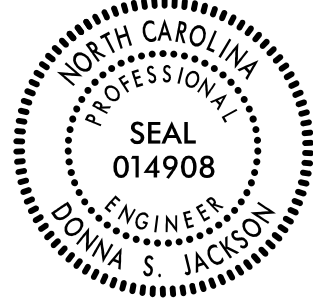
Power Pole	•
Telephone Pole	•
Joint Use Pole	•
Utility Pole	•
Utility Pole with Base	□
H-Frame Pole	•—•
Power Transmission Line Tower	⊠
Water Manhole	⊗
Power Manhole	⊙
Telephone Manhole	⊙
Sanitary Sewer Manhole	⊙
Hand Hole for Cable	⊠
Power Transformer	⊠
Telephone Pedestal	⊠
CATV Pedestal	⊠
Gas Valve	◇
Gas Meter	◇
Located Miscellaneous Utility Object	⦿
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

*Underground Power Line	—
*Underground Telephone Cable	—T—
*Underground Telephone Conduit	—TC—
*Underground Fiber Optics Telephone Cable	—T Fo—
*Underground TV Cable	—TV—
*Underground Fiber Optics TV Cable	—Tv Fo—
*Underground Gas Pipeline	—G—
Aboveground Gas Pipeline	A/G Gas
*Underground Water Line	—W—
Aboveground Water Line	A/G Water
*Underground Gravity Sanitary Sewer Line	—SS—
Aboveground Gravity Sanitary Sewer Line	A/G Sanitary Sewer
*Underground SS Forced Main Line	—FSS—
Underground Unknown Utility Line	—?UTL—
SUE Test Hole	⦿
Water Meter	⦿
Water Valve	⦿
Fire Hydrant	⦿
Sanitary Sewer Cleanout	⦿

*For Existing Utilities

Utility Line Drawn from Record (Type as Shown)	—W—
Designated Utility Line (Type as Shown)	—W—

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-3	
DESIGNED BY:	DSJ		
DRAWN BY:	PJ		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	

UTILITY CONSTRUCTION

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2024.
2. THE EXISTING UTILITIES BELONG TO CITY OF ASHEBORO.
3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.
10. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
11. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINE CONVEYING FLAMMABLE AND NON-FLAME SUBSTANCES.
12. BLASTING NOT PERMITTED.

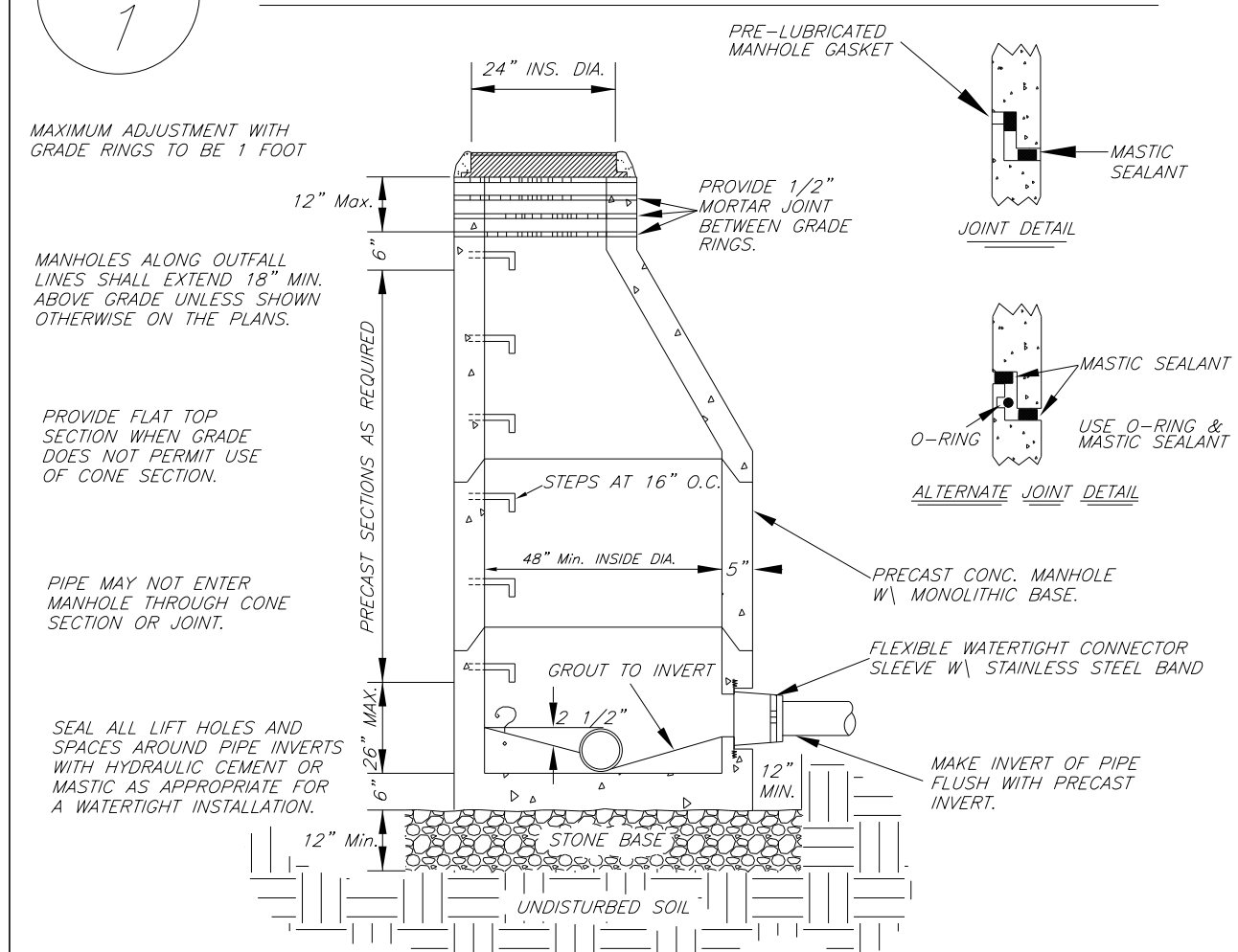
PROJECT SPECIFIC NOTES:

1. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTIONS 102, 107, AND 1550 OF THE STANDARD SPECIFICATIONS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.
2. ALL EXISTING WATER SERVICES ON WATER MAINS TO BE TAKEN OUT OF SERVICE SHALL BE REPLACED WITH A NEW SERVICE, METER SETTERS AND METER BOX OF EQUAL SIZE IN ACCORDANCE WITH CITY OF ASHEBORO STANDARDS.
3. WELL IN ADVANCE OF BEGINNING UTILITY WORK, SOFT DIGS SHALL BE PERFORMED BY CONTRACTOR TO VERIFY ACTUAL WATER LINE & FORCE SEWER MAIN DEPTHS AND MATERIALS AT PROPOSED TIE-IN LOCATIONS.
4. LAY PIPE STRAIGHT IN ALIGNMENT AND GRADIENT OR FOLLOW TRUE CURVES AS NEARLY AS POSSIBLE. DO NOT DEFLECT ANY JOINT MORE THAN THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
5. ANY SERVICE INTERRUPTIONS SHALL BE SCHEDULED FOR MINIMAL IMPACT TO CUSTOMERS AND APPROVED BY CITY OF ASHEBORO.
6. THE CONTRACTOR SHALL NOTIFY CITY OF ASHEBORO IN ADVANCE OF THE FOLLOWING ACTIVITIES:
 - A. START OF UTILITY CONSTRUCTION- 48 HOURS
 - B. MAIN LINE SERVICE INTERRUPTIONS- 96 HOURS
 - C. PRESSURE TESTING- 24 HOURS
 - D. DISINFECTION- 24 HOURS
7. CITY OF ASHEBORO AND NCDOT HAVE RIGHT-OF-ENTRY TO THE PROJECT SITE.
8. THE PROPOSED PIPELINE SHALL BE INSTALLED AT THE DEPTHS SHOWN IN THE PROFILE TO AVOID HIGH POINTS THAT CAN TRAP AIR. ALL COST FOR INSTALLATION IN DEEPER CUTS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND SHOULD BE INCLUDED IN THE PRICE FOR FORCE MAIN AND WATER MAIN INSTALLATION.

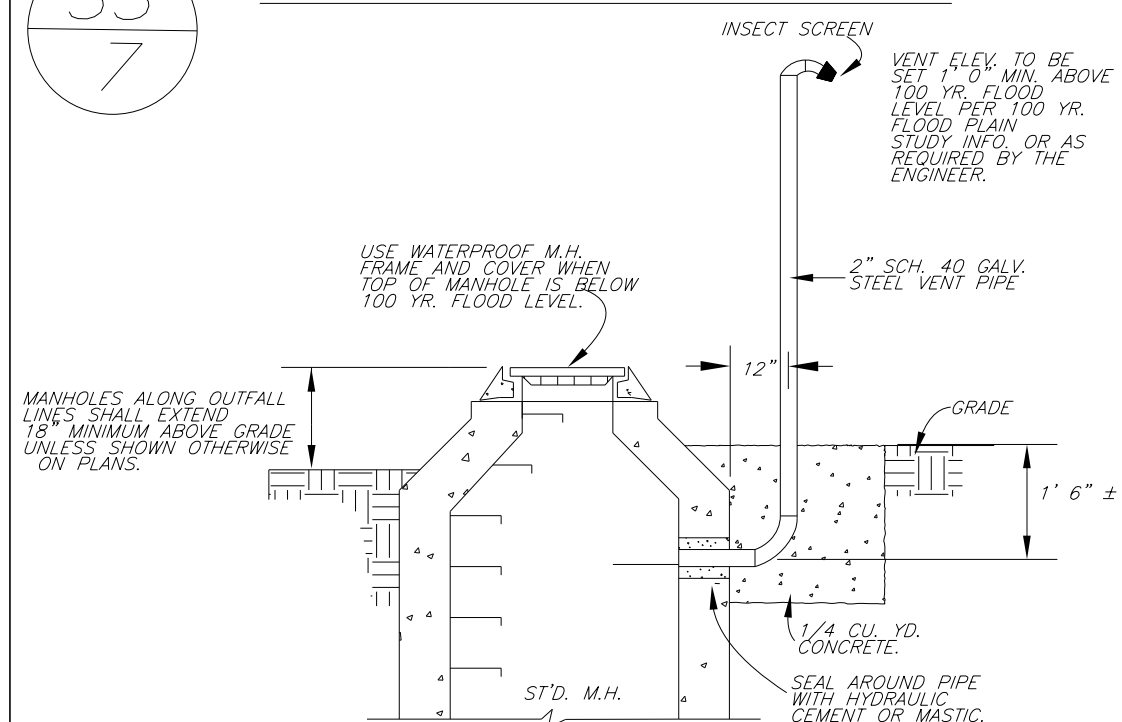
9. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON RAILROAD RIGHT-OF-WAY UNTIL HE HAS COMPLIED WITH THE CONDITIONS PRESENTED IN NS PUBLIC PROJECTS MANUAL. THE CONTRACTOR SHALL SO ARRANGE AND CONDUCT HIS WORK THAT THERE WILL BE NO INTERFERENCE WITH RAILROAD'S OPERATIONS. WHENEVER WORK IS LIABLE TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS. THE METHODS OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE RAILROAD ENGINEER FOR APPROVAL. BUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY. RIGHT-OF-WAY AND/OR SECURITY FENCING SHALL BE PROVIDED AS DIRECTED BY THE NS PUBLIC PROJECTS ENGINEER.

CONCRETE BLOCKING. TOP OF BLOCKING
TO BE A MINIMUM OF 2" FROM HYDRANT WEEP HOLES
(SEE DETAIL W-1)

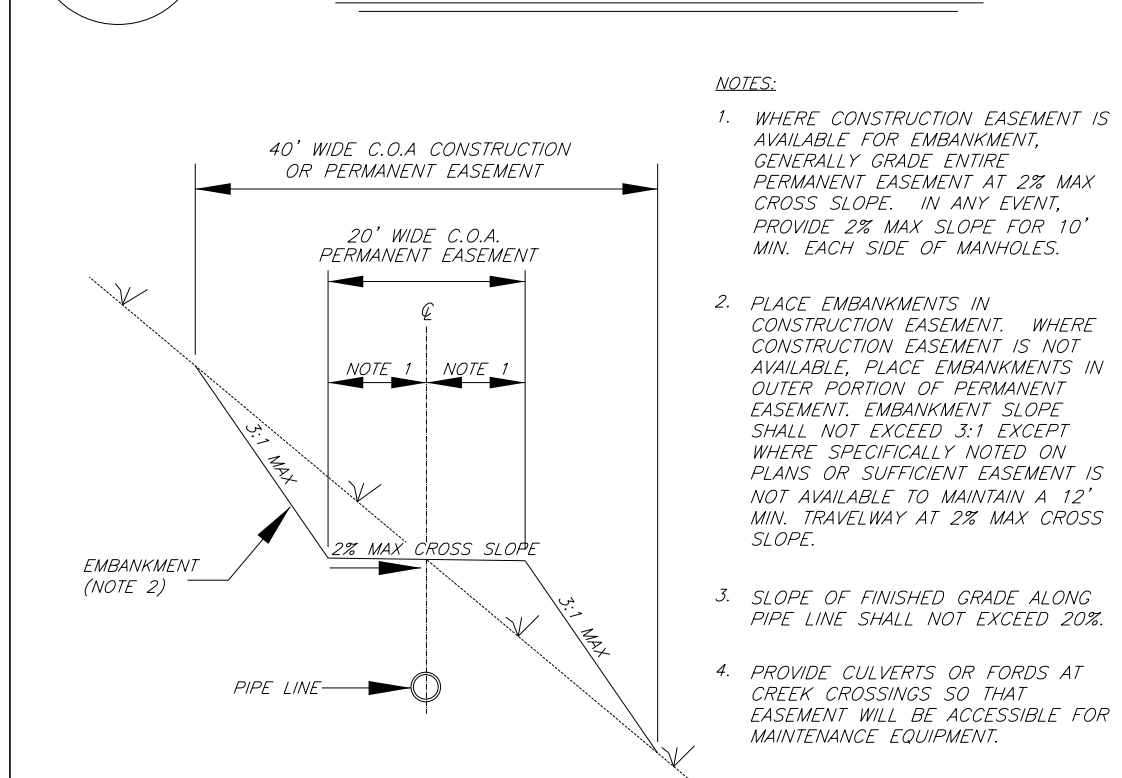
 STANDARD PRECAST CONCRETE MANHOLE



SS TYPICAL MANHOLE VENT DETAIL

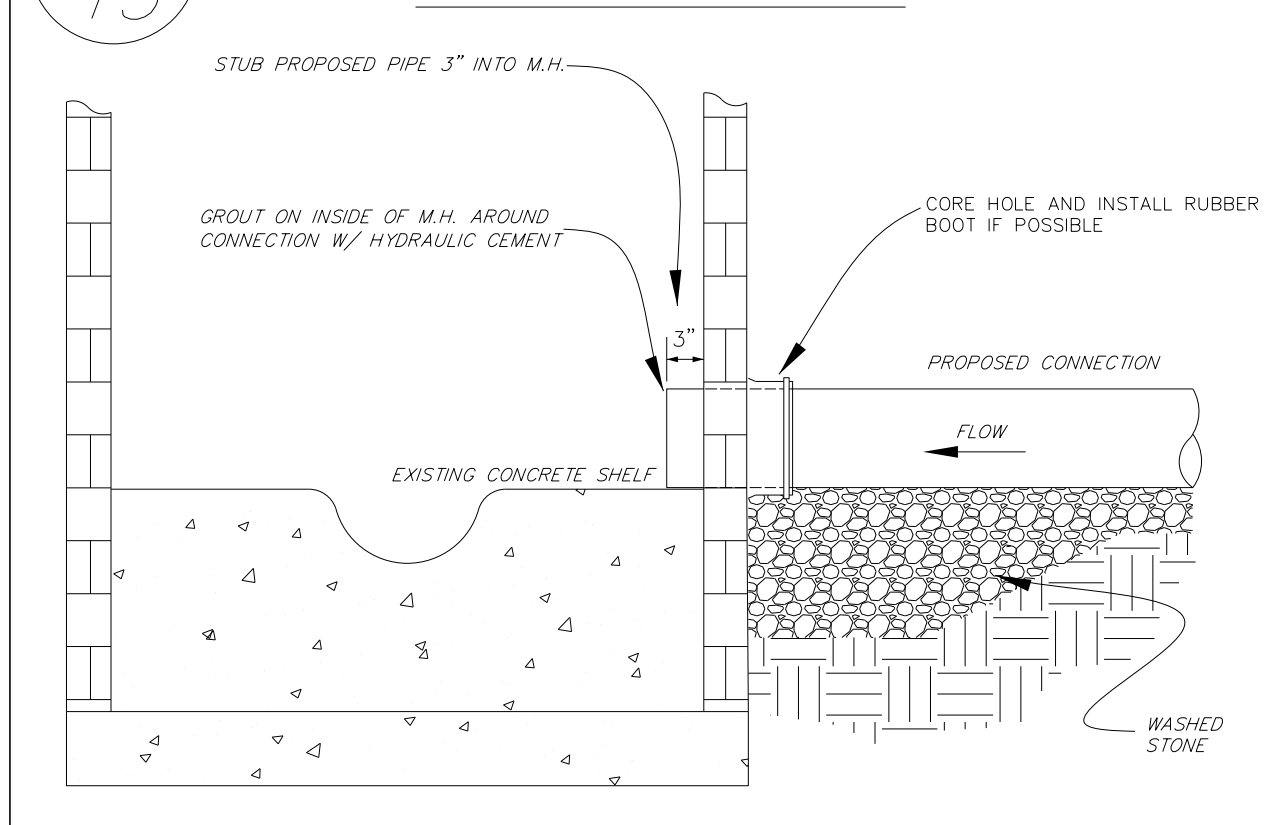


TYPICAL SANITARY SEWER
EASEMENT CROSS SECTION

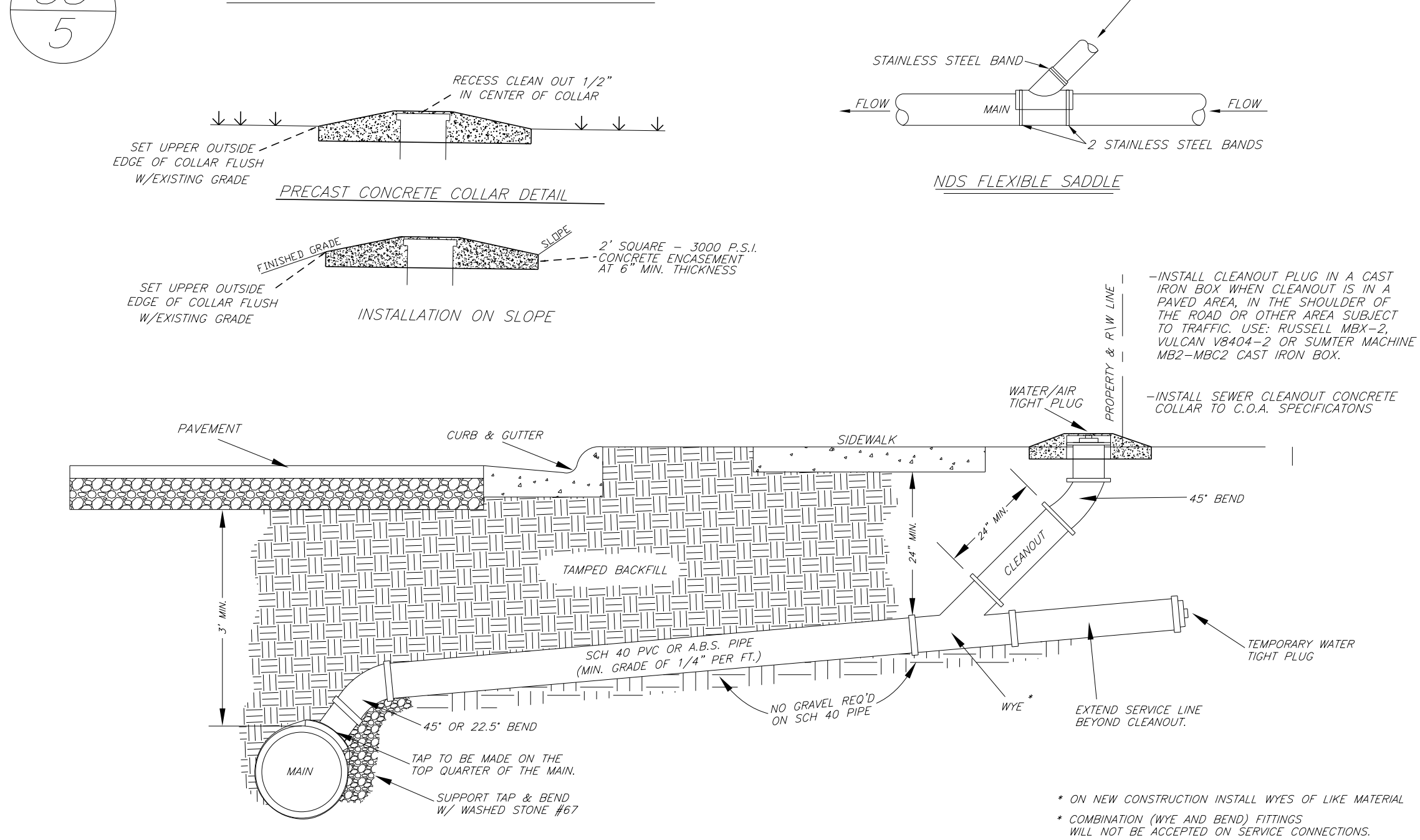


SS
13

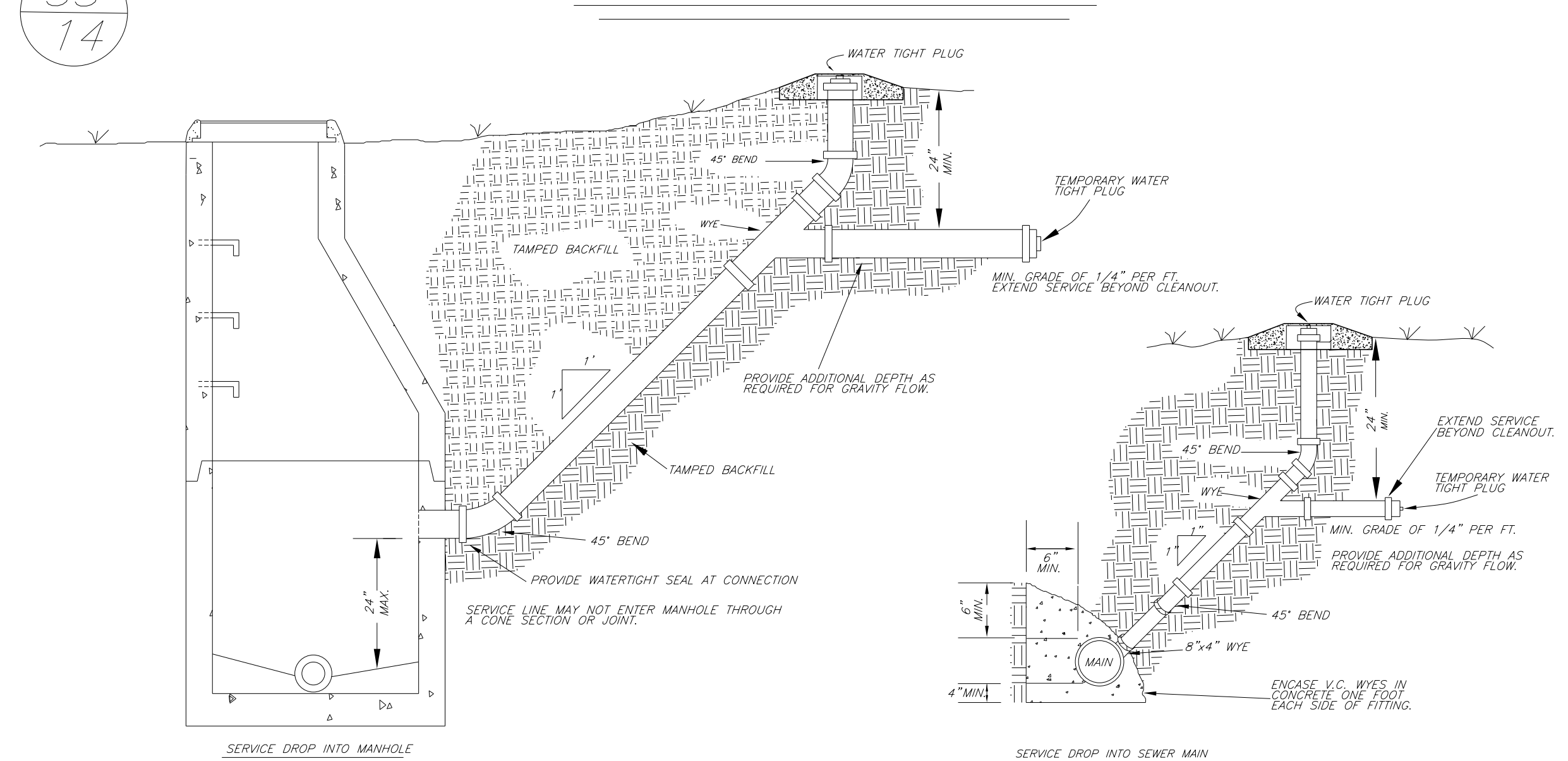
MAIN LINE CONNECTION
TO EXISTING MANHOLE



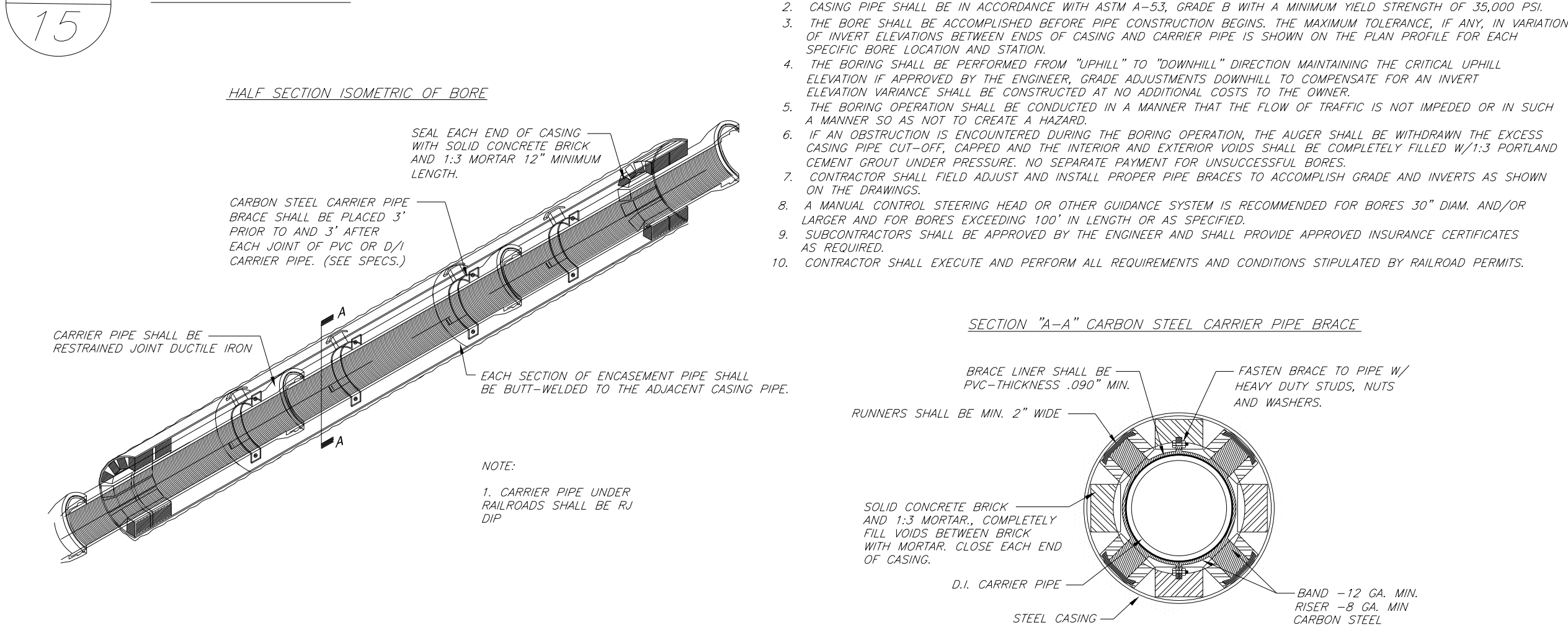
 STANDARD SERVICE CONNECTION



SS DROP TYPE SERVICE CONNECTION



SS BORING DETAIL



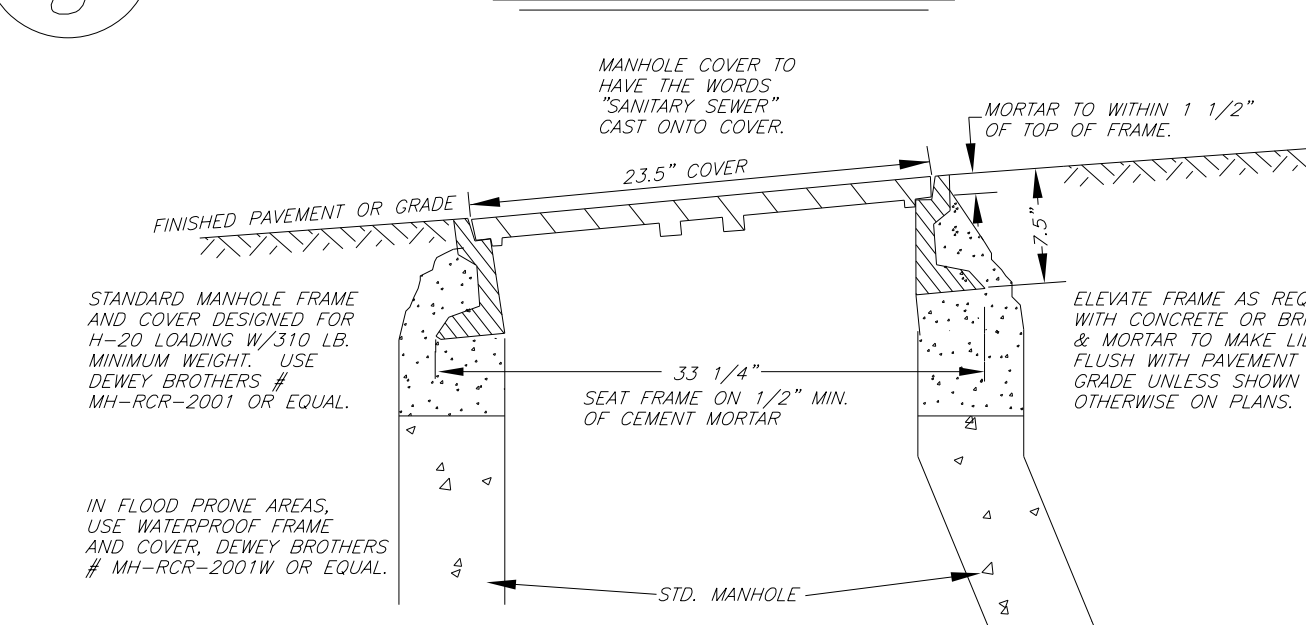
DOCUMENT NOT CONSIDERED
FINAL UNLESS ALL
SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-3B	
DESIGNED BY: <i>DSJ</i>			
DRAWN BY: <i>PJ</i>			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	

AIR TEST TABLE

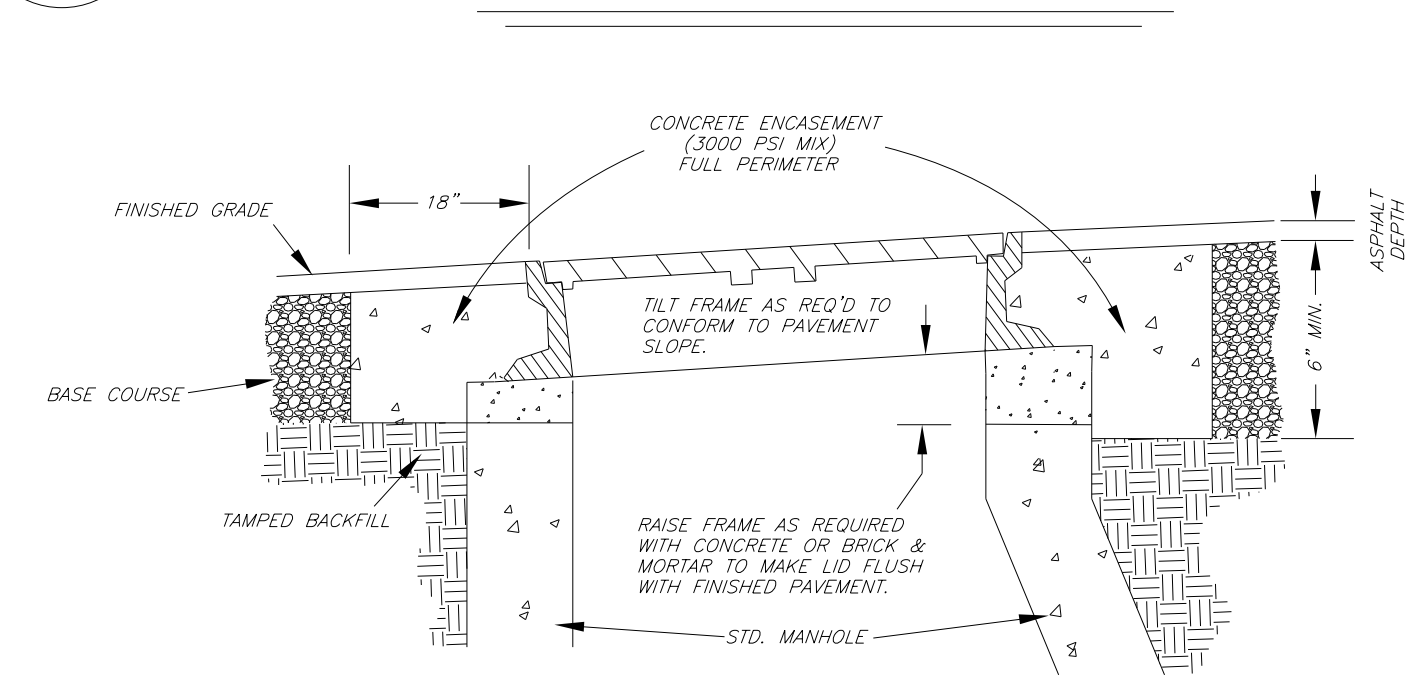
4 TIME (MIN-SEC) REQUIRED FOR PRESSURE DROP FROM 3 1/2 TO 2 1/2 PSIG WHEN TESTING ONE PIPE DIAMETER ONLY. INCREASE PRESSURE AS REQUIRED BY ENGINEER IF GROUNDWATER IS PRESENT.	PIPE DIAMETER, INCHES									
	4	6	8	10	12	15	18	21	24	
	25	0.05	0.11	0.18	0.23	0.27	.32	0.36	0.45	0.54
	50	0.09	0.21	0.36	0.45	0.54	1.03	1:12	1:30	1:48
	75	0.14	0.32	0.54	1.23	1:21	1:35	1:48	2:15	2:42
	100	0.18	0.42	1:12	1:30	1:48	2:06	2:24	3:00	3:36
	125	0.23	0.53	1:30	1:53	2:15	2:38	3:00	3:45	4:30
	150	0.27	1.03	1:48	2:15	2:42	3:09	3:36	4:30	5:24
	175	0.32	1:14	2:06	2:38	3:09	3:41	4:12	5:15	6:18
	200	0.36	1:24	2:24	3:00	3:36	4:12	4:48	6:00	7:12
LENGTH OF LINE, FEET	225	0.41	1.35	2:42	3:23	4:03	4:44	5:24	6:45	8:06
	250	0.45	1:45	3:00	3:45	4:30	5:15	6:00	7:30	9:00
	275	0.50	1:56	3:18	4:08	4:57	5:47	6:36	8:15	9:54
	300	0.54	2:06	3:36	4:30	5:24	6:18	7:12	9:00	10:48
	350	1:03	2:27	4:12	5:15	6:18	7:21	8:24	10:30	12:36
	400	1:12	2:48	4:48	6:00	7:12	8:24	9:36	12:00	14:24
	450	1:21	3:09	5:24	6:45	8:06	9:27	10:48	13:30	16:12
	500	1:30	3:30	6:00	7:30	9:00	10:30	12:00	15:00	18:00

MANHOLE FRAME & COVER ON
NEW INSTALLATIONS

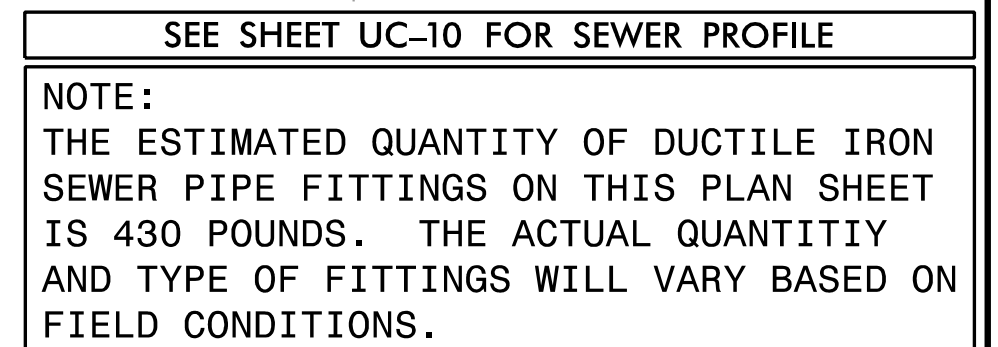


SS
12

MANHOLE FRAME & COVER ADJUSTMENT ON
STREETS BEING RESURFACED



UTILITY CONSTRUCTION



hmm\rail_transit\ste35888\d0178801\U-5711_ut_rdy5_UC5_UCA.dgn

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
WATER PIPE FITTINGS ON THIS PLAN SHEET
IS 4500 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

1. LOCATIONS OF LAUNCHING AND RECEIVING PITS OTHER THAN AS SHOWN ON THE PLANS SHALL BE APPROVED BY THE ENGINEER AND NCDOT PRIOR TO THEIR EXCAVATION.
2. CASING IN RAILROAD RIGHT OF WAY MUST BE INSTALLED BY BORE AND JACK.
3. SEAL ENDS OF CASING WITH 8" BRICK MASONRY.
4. FILL EXIST. 50' OF 18" STL. ENCASEMENT AND CARRIER PIPE WITH GROUT; OR CLASS III, CLASS IV OR CLASS V SELECT MATERIALS.

PROP. 1 -
6" PLUG

-SS-5- PROP. 39 LF OF
8" SANITARY GRAVITY SEWER
DIP

THIS SHEET CORRESPONDS TO RDY-5

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-5	
DESIGNED BY: <i>DSJ</i>			
DRAWN BY: <i>PJ</i>			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4150			
UTILITY CONSTRUCTION PLANS ONLY			

MATCHLINE -L- STA. 34+00.00 SEE SHEET NO. UC-0

5/14/99

SEE SHEET UC-11 FOR SEWER PROFILE
SEE SHEET UC-9 FOR WATER PROFILE

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
WATER PIPE FITTINGS ON THIS PLAN SHEET
IS 3600 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROP. 23 - SANITARY SEWER CLEAN-OUTS
280' SEWER SERVICE LINES
APPROXIMATE NUMBER OF SEWER CLEANOUTS FROM
ASHBORO GIS WERE NOT LOCATED IN FS FILE.

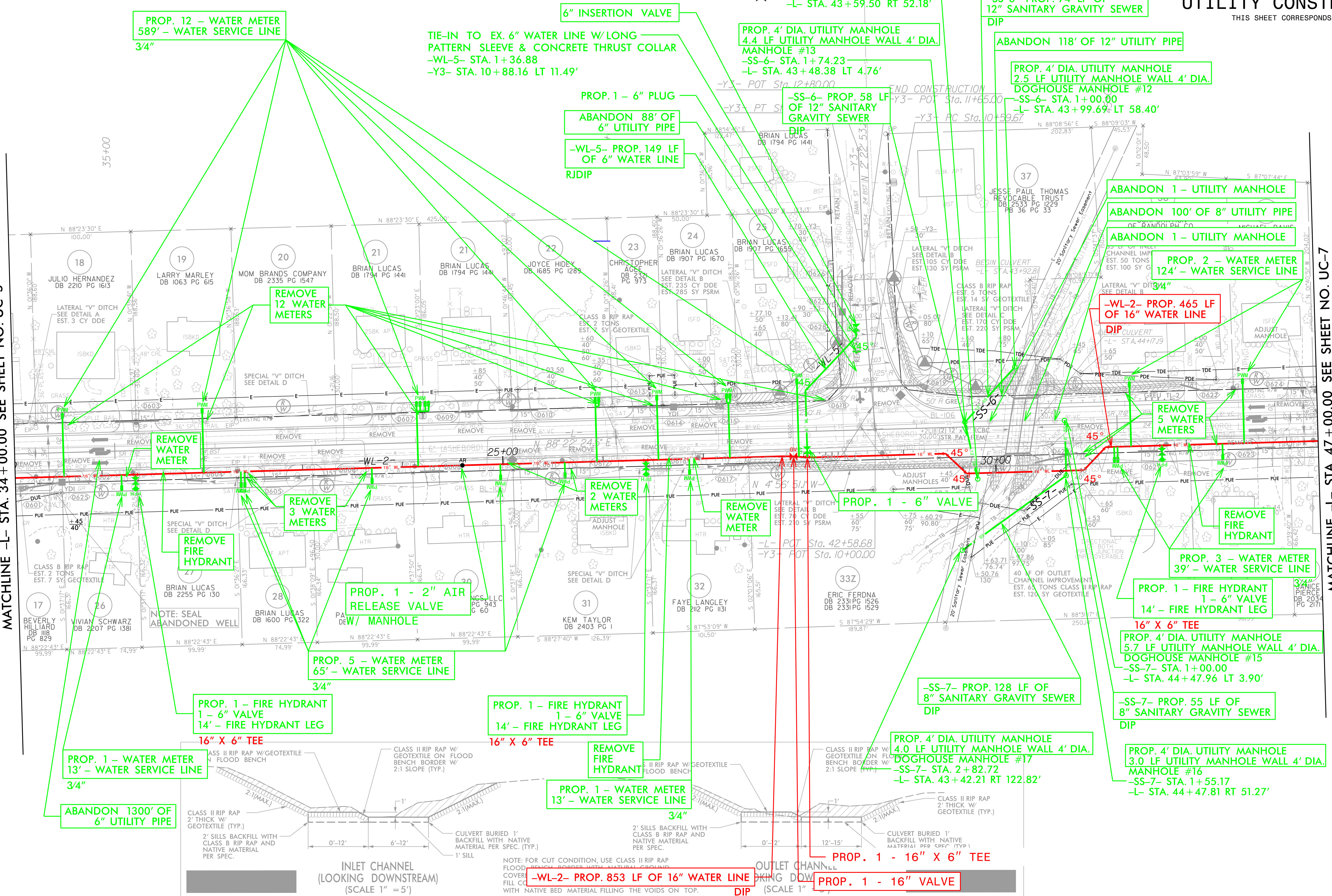
PROJECT REFERENCE NO.	SHEET NO.
U-5711	UC-6
DESIGNED BY: DSJ	
DRAWN BY: PJ	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	



UTILITY CONSTRUCTION
THIS SHEET CORRESPONDS TO RDY-6

MATCHLINE -L- STA. 34 + 00.00 SEE SHEET NO. UC-5

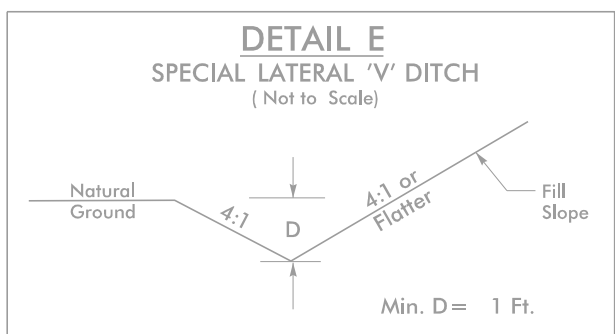
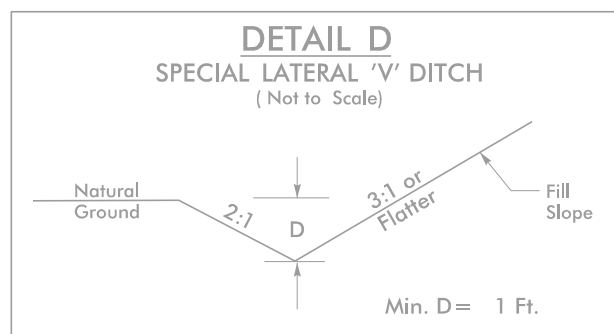
MATCHLINE -L- STA. 47 + 00.00 SEE SHEET NO. UC-7



9:05:18 AM 35888\0178801\U-5711\UC-6.UCA.dgn
1:50:00

5/14/99

9:05:23 AM
\\nas11\proj\35888\0178801\U-5711\ut-rdy7\UC7.UCA.dgn
ISO 15924:04



PROP. 5 - SANITARY SEWER CLEAN-OUTS
75' SEWER SERVICE LINES
APPROXIMATE NUMBER OF SEWER CLEANOUTS FROM
ASHBORO GIS WERE NOT LOCATED IN FS FILE.

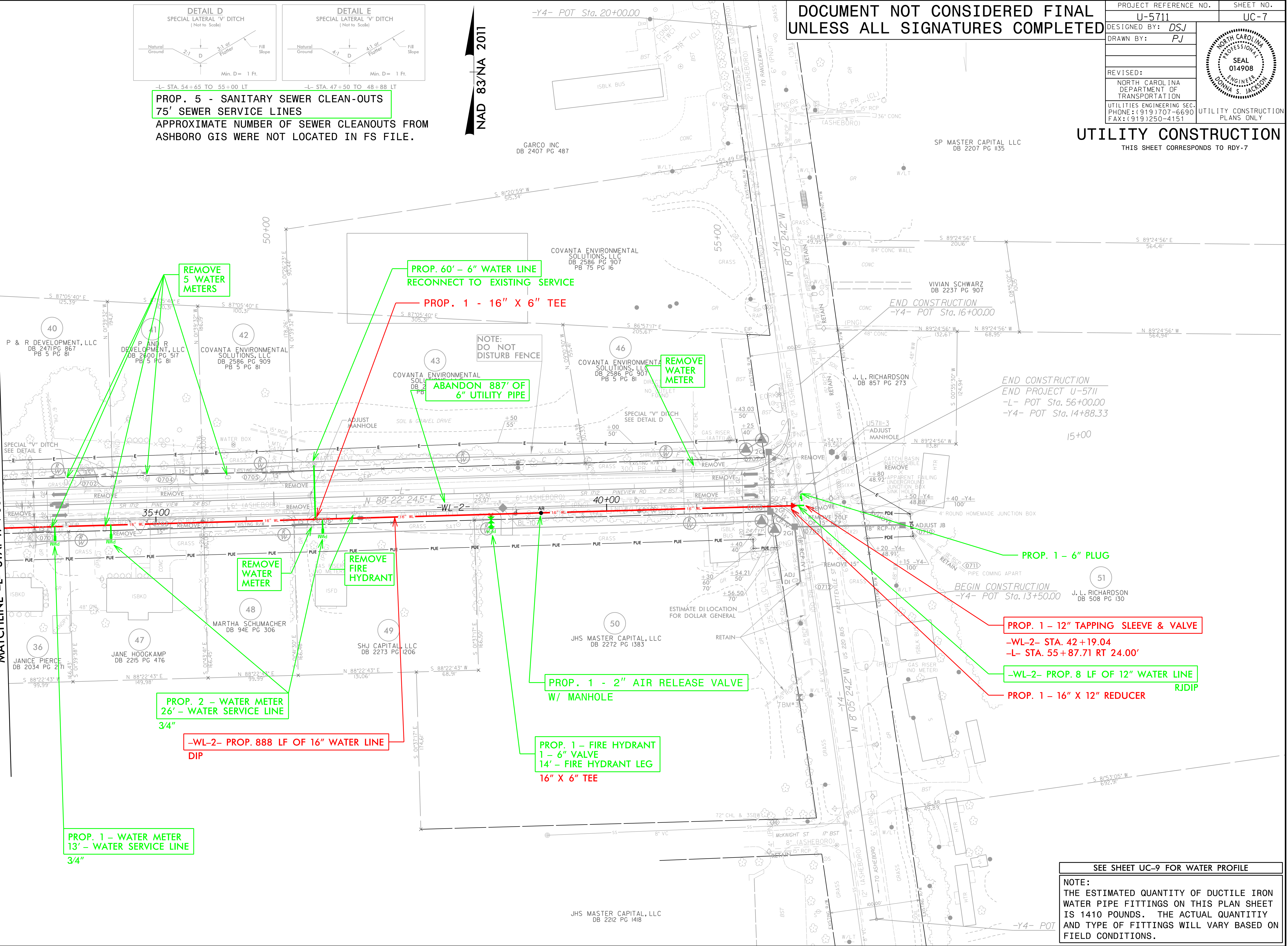
NAD 83/NA 2011

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.	SHEET NO.
U-5711	UC-7
DESIGNED BY: DSJ	
DRAWN BY: PJ	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	

UTILITY CONSTRUCTION
THIS SHEET CORRESPONDS TO RDY-7

MATCHLINE -L- STA. 47+00.00 SEE SHEET NO. UC-6



SEE SHEET UC-9 FOR WATER PROFILE

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
WATER PIPE FITTINGS ON THIS PLAN SHEET
IS 1410 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

09.08/99

TIP PROJECT: U-5711



VICINITY MAP (NOT TO SCALE)
DETOUR ROUTE

90% PLANS

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS
RANDOLPH COUNTY

LOCATION: SR 1712 (PINEVIEW ROAD) FROM WEST OF
SYLVAN DRIVE TO US 220 BUSINESS IN ASHEBORO

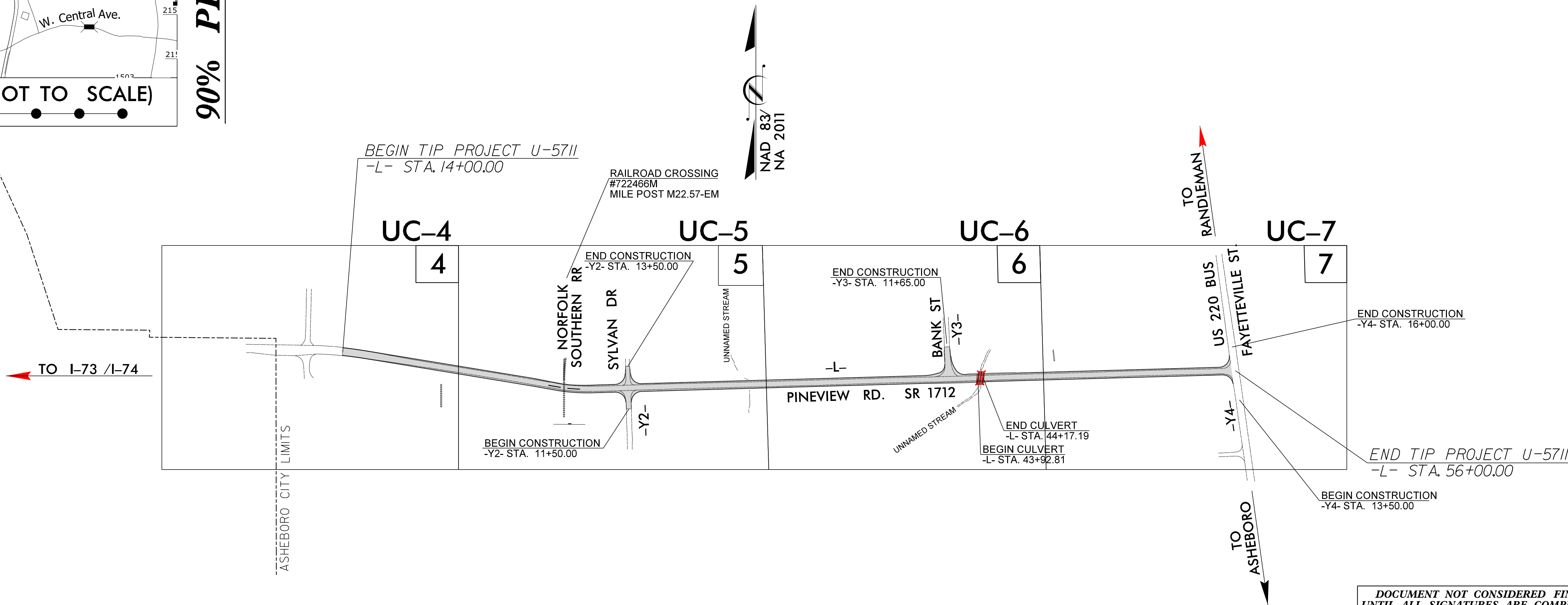
TYPE OF WORK: UTILITY WORK
UTILITY AGREEMENT PLANS

T.I.P. NO.	SHEET NO.
U-5711	UC-1

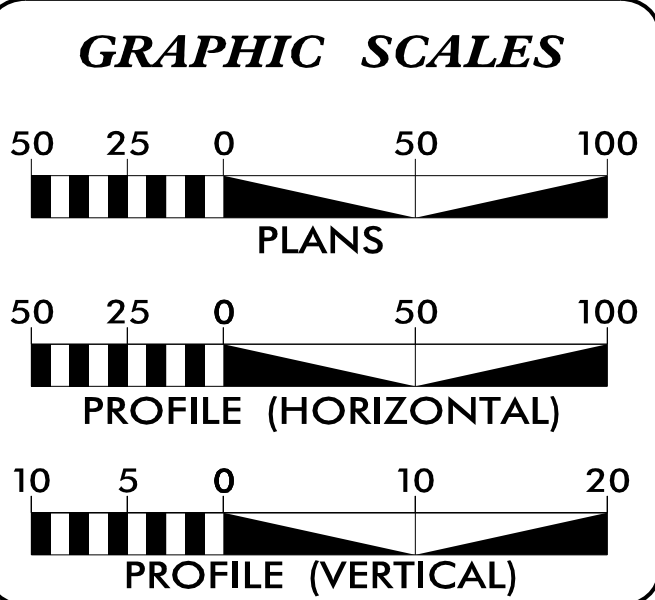
EXHIBIT A

COST BREAKDOWN LEGEND

ASHEBORO (ASHEBORO 25%, NCDOT 75%)	
ASHEBORO BETTERMENT	



DOCUMENT NOT CONSIDERED FINAL
UNTIL ALL SIGNATURES ARE COMPLETED



SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3	UTILITY NOTES
UC-3A THRU UC-3B	UTILITY DETAILS
UC-4 THRU UC-7	UTILITY CONSTR. PLANS
UC-8 THRU UC-11	UTILITY CONSTR. PROFILES

WATER AND SEWER OWNERS
ON PROJECT
(A) - WATER, GRAVITY SANITARY SEWER, AND
FORCE SEWER - CITY OF ASHEBORO

PREPARED IN THE OFFICE OF	
MOTT MACDONALD	930 Main Campus Dr., Suite 200 Raleigh, NC 27606 www.mottmac.com
NC LICENSE NO. F-0669	
DONNA JACKSON P.E.	CONSULTANT CONTACT #1
PADDY JORDAN	CONSULTANT CONTACT #2



	DIVISION OF HIGHWAYS UTILITIES UNIT 1555 MAIL SERVICES CENTER RALEIGH, NC 27699-1555 PHONE (919) 707-6690 FAX (919) 250-4151
MICHAEL RICKETTS UTILITIES DIVISION ENGINEER	
TRENT CAVINESS DIVISION UTILITIES COORDINATOR	

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	12" WL
11¼ Degree Bend	+
22½ Degree Bend	+x
45 Degree Bend	+x
90 Degree Bend	+†
Plug	⊥
Tee	⊥
Cross	⊥
Reducer	▶
Gate Valve	GV
Butterfly Valve	BV
Tapping Valve	TGV
Line Stop	LS
Line Stop with Bypass	LS/BP
Blow Off	BO
Fire Hydrant	PFH
Relocate Fire Hydrant	REH
Remove Fire Hydrant	REM FH
Water Meter	PWM
Relocate Water Meter	RWM
Remove Water Meter	REM WM
Water Pump Station	PS(W)
RPZ Backflow Preventer	RPZ
DCV Backflow Preventer	PBFP
Relocate RPZ Backflow Preventer	RRPZ
Relocate DCV Backflow Preventer	RBFP

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	12" SS
Force Main Sewer Line (Sized as Shown)	12" FSS
Manhole (Sized per Note)	•
Sewer Pump Station	PS(SS)

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

Power Pole	⦿
Telephone Pole	⦿
Joint Use Pole	⦿
Telephone Pedestal	TEL PED
Utility Line by Others (Type as Shown)	PROP O/H POW LINES
Trenchless Installation	12" TL INSTALL
Encasement by Open Cut	24" ENCAS BY OC
Encasement	24" ENCASUREMENT

Thrust Block	⊥
Air Release Valve	AR
Utility Vault	UV
Concrete Pier	CP
Steel Pier	SP
Plan Note	NOTE
Pay Item Note	PAY ITEM

EXISTING UTILITIES SYMBOLS

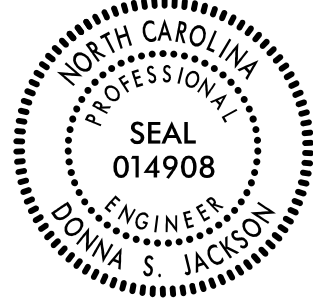
Power Pole	•
Telephone Pole	•
Joint Use Pole	•
Utility Pole	•
Utility Pole with Base	□
H-Frame Pole	•—•
Power Transmission Line Tower	⊠
Water Manhole	⊗
Power Manhole	⊙
Telephone Manhole	⊙
Sanitary Sewer Manhole	⊙
Hand Hole for Cable	⊠
Power Transformer	⊠
Telephone Pedestal	⊠
CATV Pedestal	⊠
Gas Valve	◇
Gas Meter	◇
Located Miscellaneous Utility Object	⦿
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

*Underground Power Line	—
*Underground Telephone Cable	—T—
*Underground Telephone Conduit	—TC—
*Underground Fiber Optics Telephone Cable	—T Fo—
*Underground TV Cable	—TV—
*Underground Fiber Optics TV Cable	—Tv Fo—
*Underground Gas Pipeline	—G—
Aboveground Gas Pipeline	A/G Gas
*Underground Water Line	—W—
Aboveground Water Line	A/G Water
*Underground Gravity Sanitary Sewer Line	—SS—
Aboveground Gravity Sanitary Sewer Line	A/G Sanitary Sewer
*Underground SS Forced Main Line	—FSS—
Underground Unknown Utility Line	—?UTL—
SUE Test Hole	⦿
Water Meter	⦿
Water Valve	⦿
Fire Hydrant	⦿
Sanitary Sewer Cleanout	⦿

*For Existing Utilities

Utility Line Drawn from Record (Type as Shown)	—W—
Designated Utility Line (Type as Shown)	—W—

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-3	
DESIGNED BY:	DSJ		
DRAWN BY:	PJ		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	

UTILITY CONSTRUCTION

GENERAL NOTES:

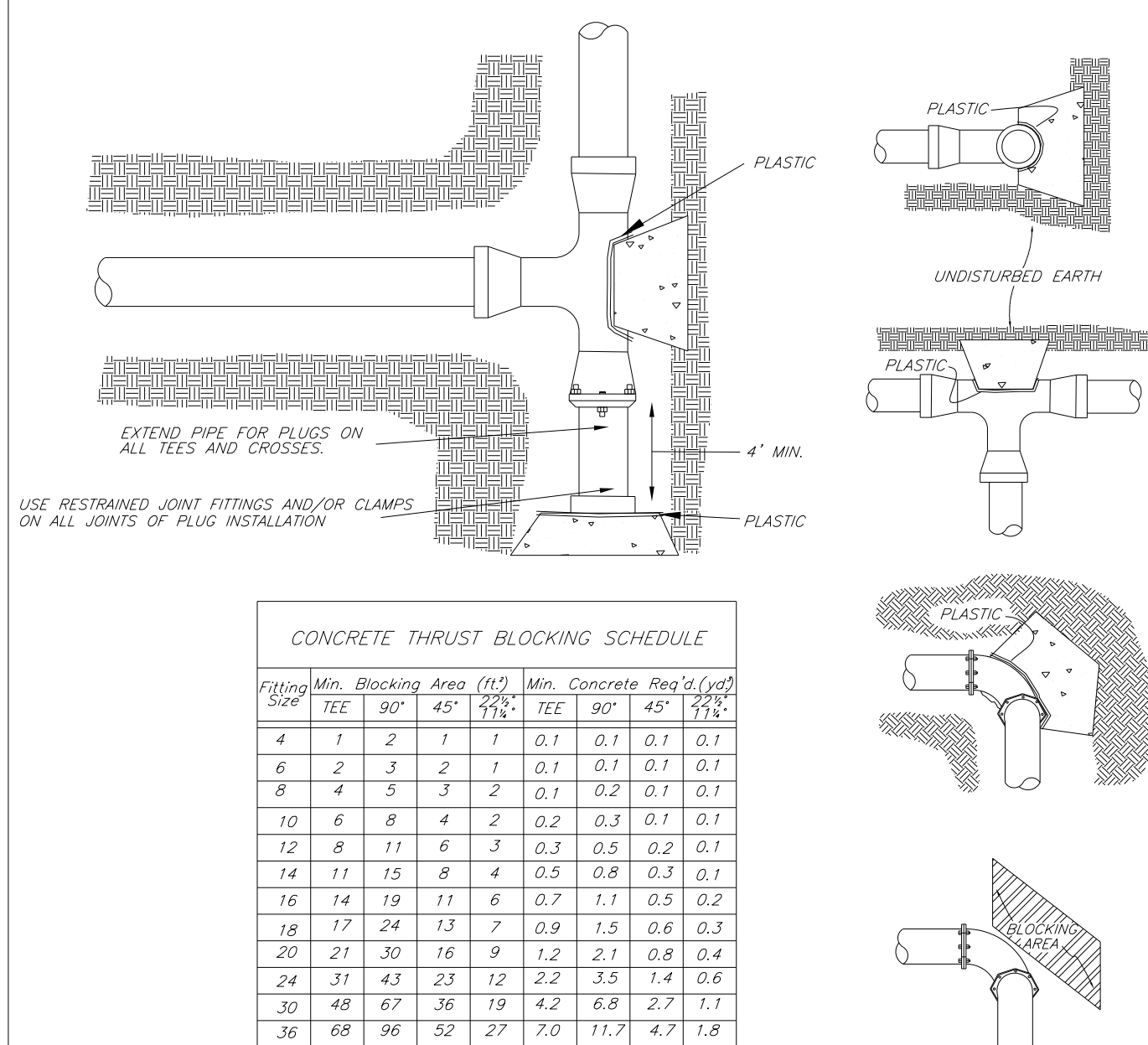
1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2024.
2. THE EXISTING UTILITIES BELONG TO CITY OF ASHEBORO.
3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.
10. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
11. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINE CONVEYING FLAMMABLE AND NON-FLAME SUBSTANCES.
12. BLASTING NOT PERMITTED.

PROJECT SPECIFIC NOTES:

1. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTIONS 102, 107, AND 1550 OF THE STANDARD SPECIFICATIONS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.
2. ALL EXISTING WATER SERVICES ON WATER MAINS TO BE TAKEN OUT OF SERVICE SHALL BE REPLACED WITH A NEW SERVICE, METER SETTERS AND METER BOX OF EQUAL SIZE IN ACCORDANCE WITH CITY OF ASHEBORO STANDARDS.
3. WELL IN ADVANCE OF BEGINNING UTILITY WORK, SOFT DIGS SHALL BE PERFORMED BY CONTRACTOR TO VERIFY ACTUAL WATER LINE & FORCE SEWER MAIN DEPTHS AND MATERIALS AT PROPOSED TIE-IN LOCATIONS.
4. LAY PIPE STRAIGHT IN ALIGNMENT AND GRADIENT OR FOLLOW TRUE CURVES AS NEARLY AS POSSIBLE. DO NOT DEFLECT ANY JOINT MORE THAN THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
5. ANY SERVICE INTERRUPTIONS SHALL BE SCHEDULED FOR MINIMAL IMPACT TO CUSTOMERS AND APPROVED BY CITY OF ASHEBORO.
6. THE CONTRACTOR SHALL NOTIFY CITY OF ASHEBORO IN ADVANCE OF THE FOLLOWING ACTIVITIES:
 - A. START OF UTILITY CONSTRUCTION- 48 HOURS
 - B. MAIN LINE SERVICE INTERRUPTIONS- 96 HOURS
 - C. PRESSURE TESTING- 24 HOURS
 - D. DISINFECTION- 24 HOURS
7. CITY OF ASHEBORO AND NCDOT HAVE RIGHT-OF-ENTRY TO THE PROJECT SITE.
8. THE PROPOSED PIPELINE SHALL BE INSTALLED AT THE DEPTHS SHOWN IN THE PROFILE TO AVOID HIGH POINTS THAT CAN TRAP AIR. ALL COST FOR INSTALLATION IN DEEPER CUTS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND SHOULD BE INCLUDED IN THE PRICE FOR FORCE MAIN AND WATER MAIN INSTALLATION.

9. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON RAILROAD RIGHT-OF-WAY UNTIL HE HAS COMPLIED WITH THE CONDITIONS PRESENTED IN NS PUBLIC PROJECTS MANUAL. THE CONTRACTOR SHALL SO ARRANGE AND CONDUCT HIS WORK THAT THERE WILL BE NO INTERFERENCE WITH RAILROAD'S OPERATIONS. WHENEVER WORK IS LIABLE TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS. THE METHODS OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE RAILROAD ENGINEER FOR APPROVAL. BUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY. RIGHT-OF-WAY AND/OR SECURITY FENCING SHALL BE PROVIDED AS DIRECTED BY THE NS PUBLIC PROJECTS ENGINEER.

UTILITY
CONSTRUCTIONW
1CONCRETE THRUST
BLOCKING

INCREASE BLOCKING AREA AND CONCRETE QUANTITY FOR PRESSURES ABOVE 200 P.S.I. OR POOR SOIL CONDITIONS.

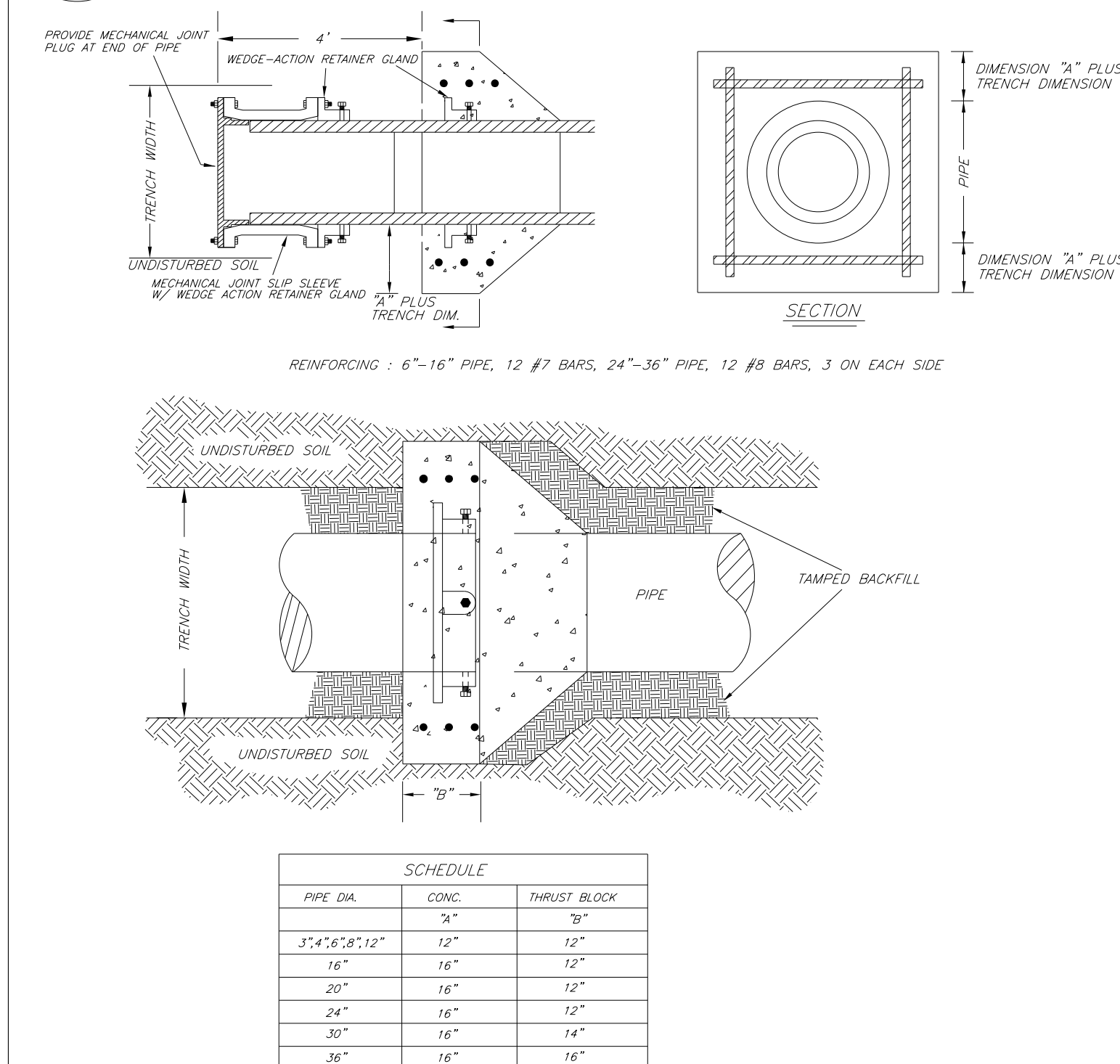
KEEP CONCRETE AWAY FROM JOINTS. PLACE CONCRETE FAIRLY DRY AND FORM IF REQUIRED FOR MAXIMUM AREA AGAINST UNDISTURBED SOIL.

ALL FITTINGS AND ACCESSORIES TO BE WRAPPED WITH 10 MIL POLYETHYLENE PRIOR TO POURING BLOCKING.

USE 3000 P.S.I. CONCRETE.

W
2

THRUST COLLAR INSTALLATION

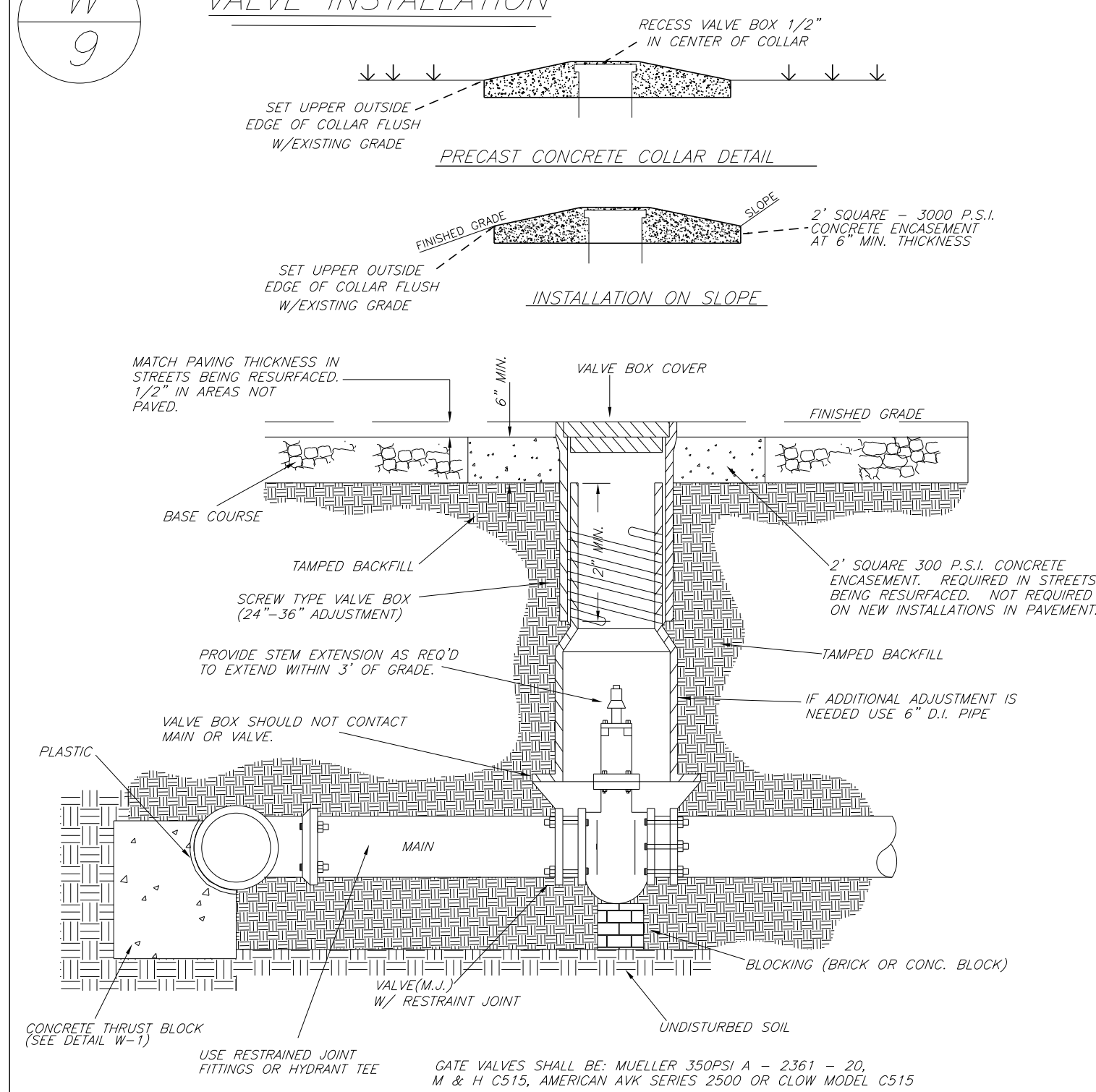
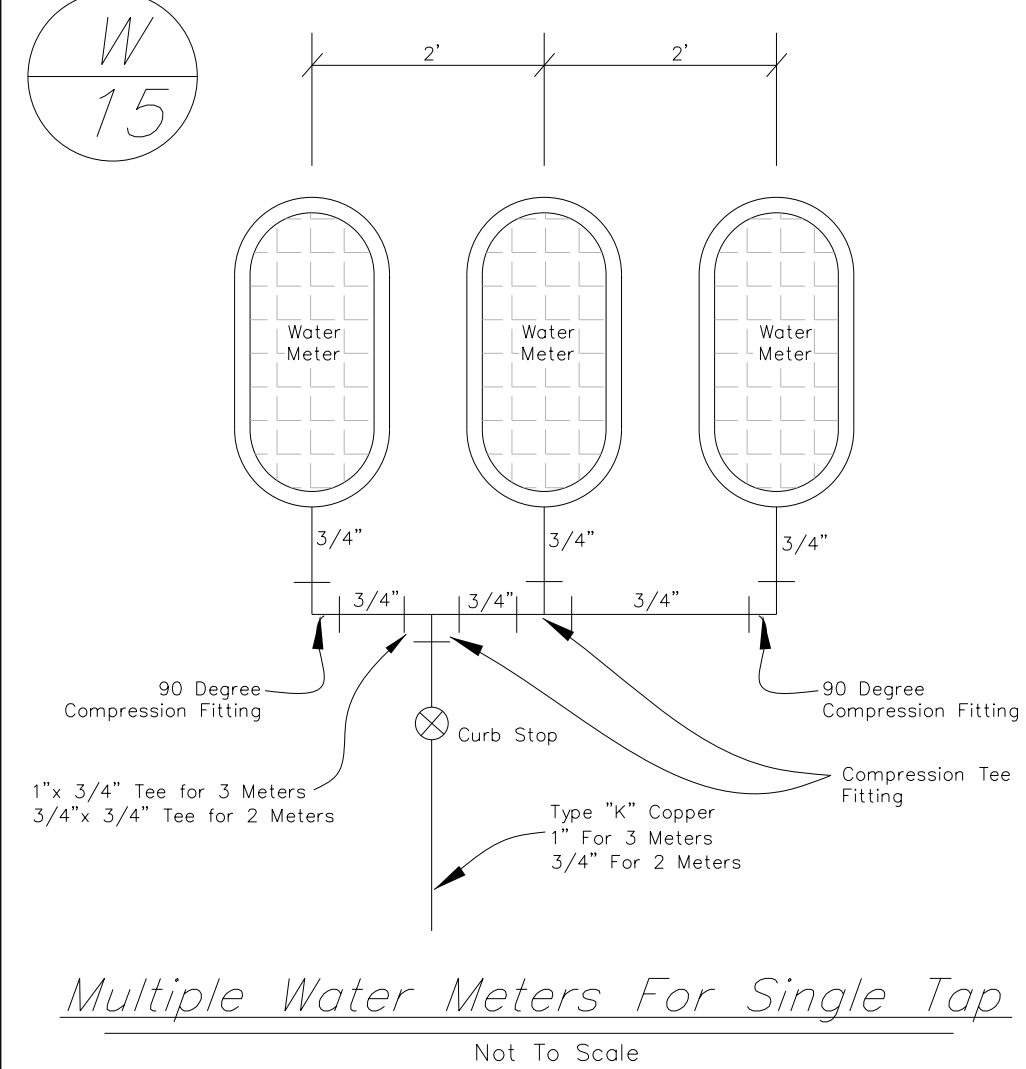


SIZE OF CONC. THRUST BLOCK AROUND PIPE TO BE DETERMINED BY DITCH (TRENCH) DIMENSION PLUS EXTENSION "4" INTO SIDES AND BOTTOM AS SHOWN IN SCHEDULE. CONC. INTO SIDES OF DITCH TO BE POURED AGAINST FIRM, UNDISTURBED GROUND. FILL AGAINST CONC. BLOCKING TO BE COMPACTED TO 95% PROCTOR FOR LENGTH ALONG PIPE OF AT LEAST 6'-0" EACH SIDE.

WHERE THRUST BLOCKING OCCURS, THE TRENCH SHOULD BE AT MINIMUM WIDTH.

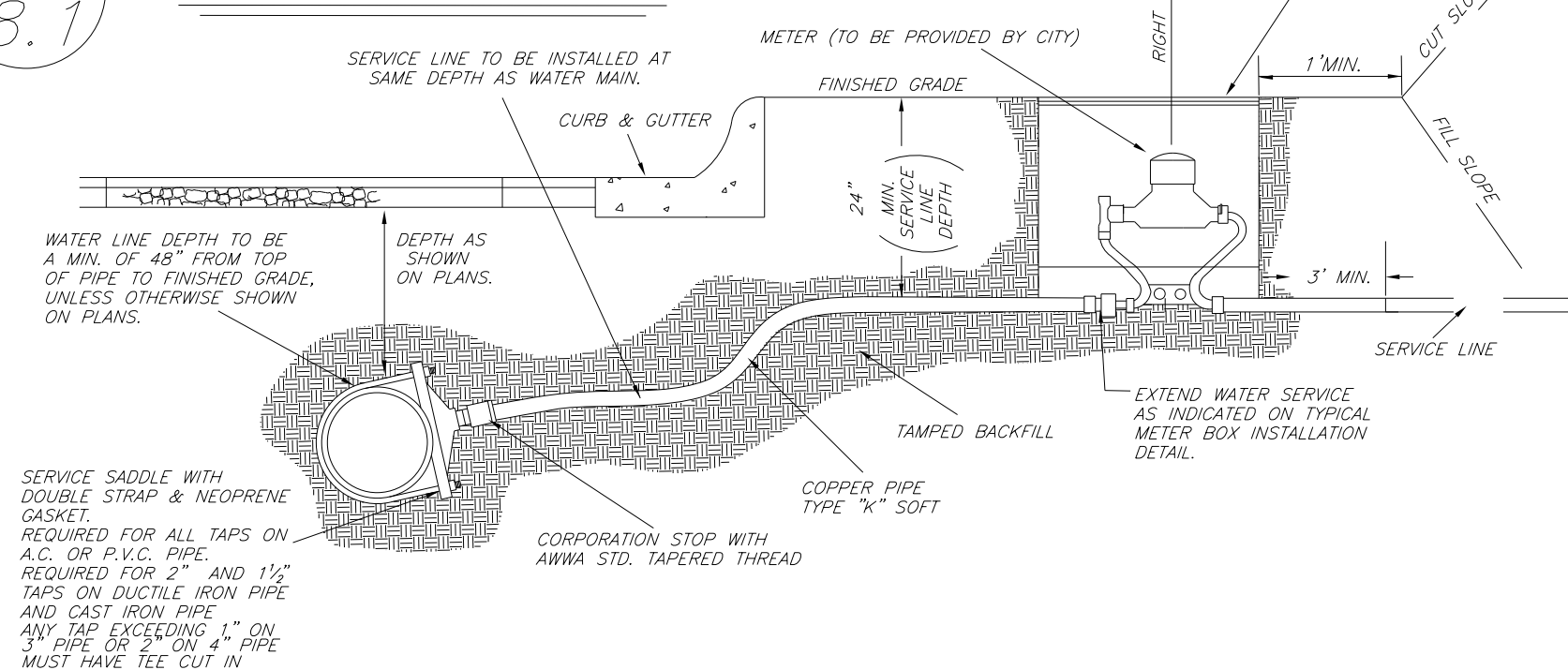
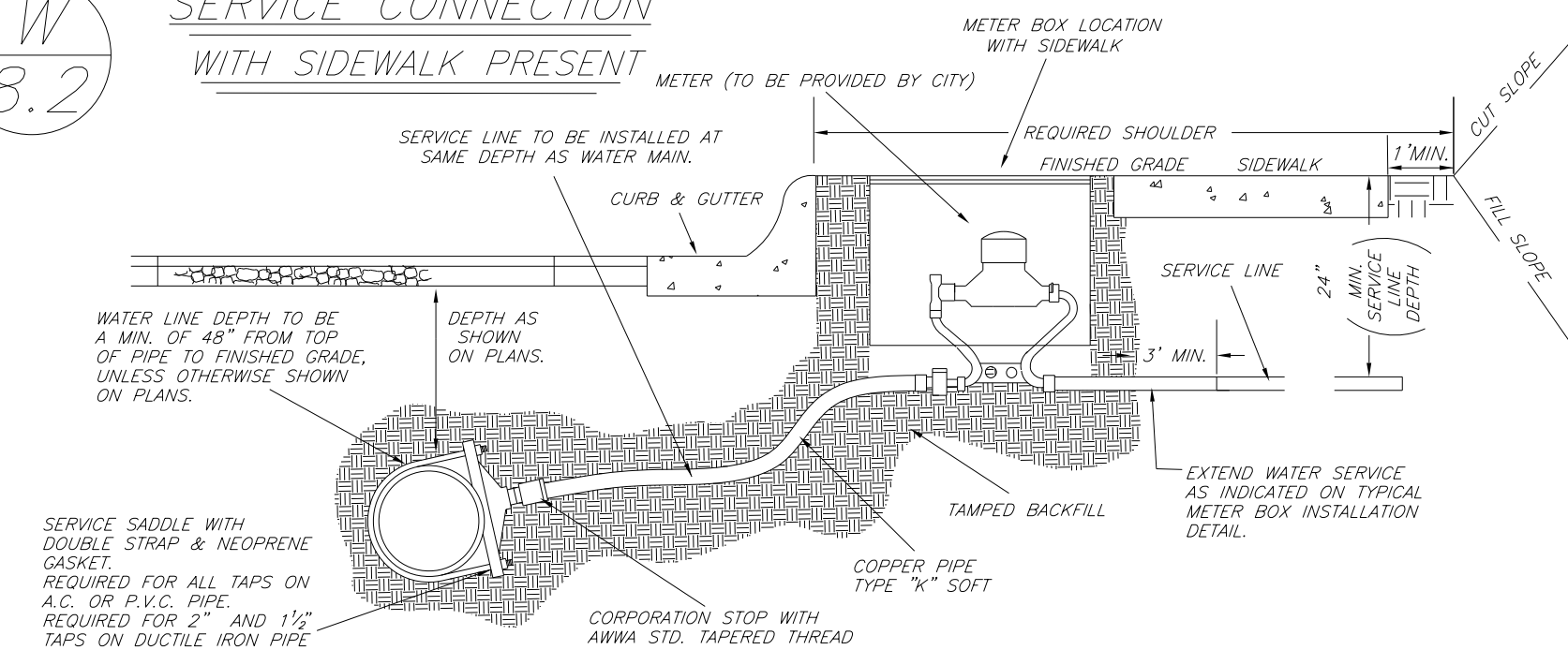
W
9

VALVE INSTALLATION

W
15

Multiple Water Meters For Single Tap

Not To Scale

W
8.1SERVICE CONNECTION
WITHOUT SIDEWALK PRESENTW
8.2SERVICE CONNECTION
WITH SIDEWALK PRESENTIN A TYPICAL DITCH SECTION A MINIMUM DEPTH OF 24\" data-bbox="179 896 396 907"/>

METER BOXES

METER BOXES SHALL BE MANUFACTURED IN THE FOLLOWING SIZES AND MODELS:

SIZE	RUSSELL	VULCAN	SUMTER MACHINE
3/4"	MBX-2	V8404-2	MB2-MBC2

METER SETTERS

METER SETTERS SHALL BE ALL BRASS MANUFACTURED IN THE FOLLOWING SIZES AND MODELS:

SIZE	MUELLER	McDONALD	FORD
3/4"	B-2404-2A	20-209WDD33	VH672-9W-11-33

CORPORATION STOPS

CORPORATION STOPS SHALL BE ALL BRASS WITH ANWW CROD STANDARD THREADS MANUFACTURED IN THE FOLLOWING SIZES AND MODELS:

SIZE	MUELLER	McDONALD	FORD
3/4"	B-25008	24701BT	F-1000-3-0

CURB STOPS

CURB STOPS SHALL BE ALL BRASS MANUFACTURED IN THE FOLLOWING SIZES AND MODELS:

SIZE	MUELLER	McDONALD	FORD
3/4"	B-25172	6102WT	B41-333-0

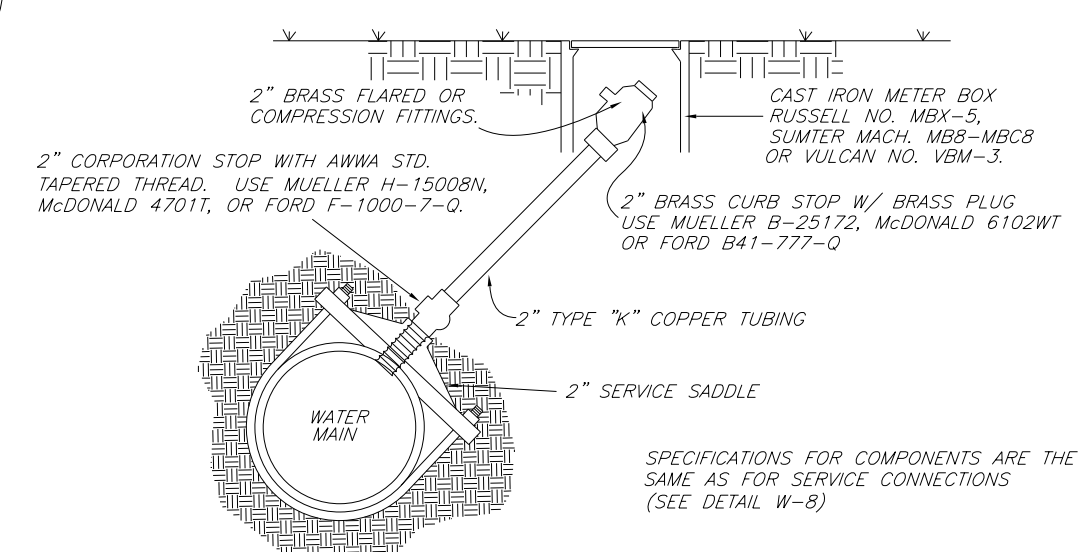
SERVICE SADDLES

FURNISH AND INSTALL DOUBLE STAINLESS STEEL STRAP SERVICE SADDLES FOR ALL TAPS MADEON A.C., P.V.C. OR 1\" data-bbox="386 769 562 790"/>

SIZE	SMITH-BLAIR	ROMAC	FORD
3/4"	313-001	202NU	FS202
2"	313-001	202NU	FS202

W
10

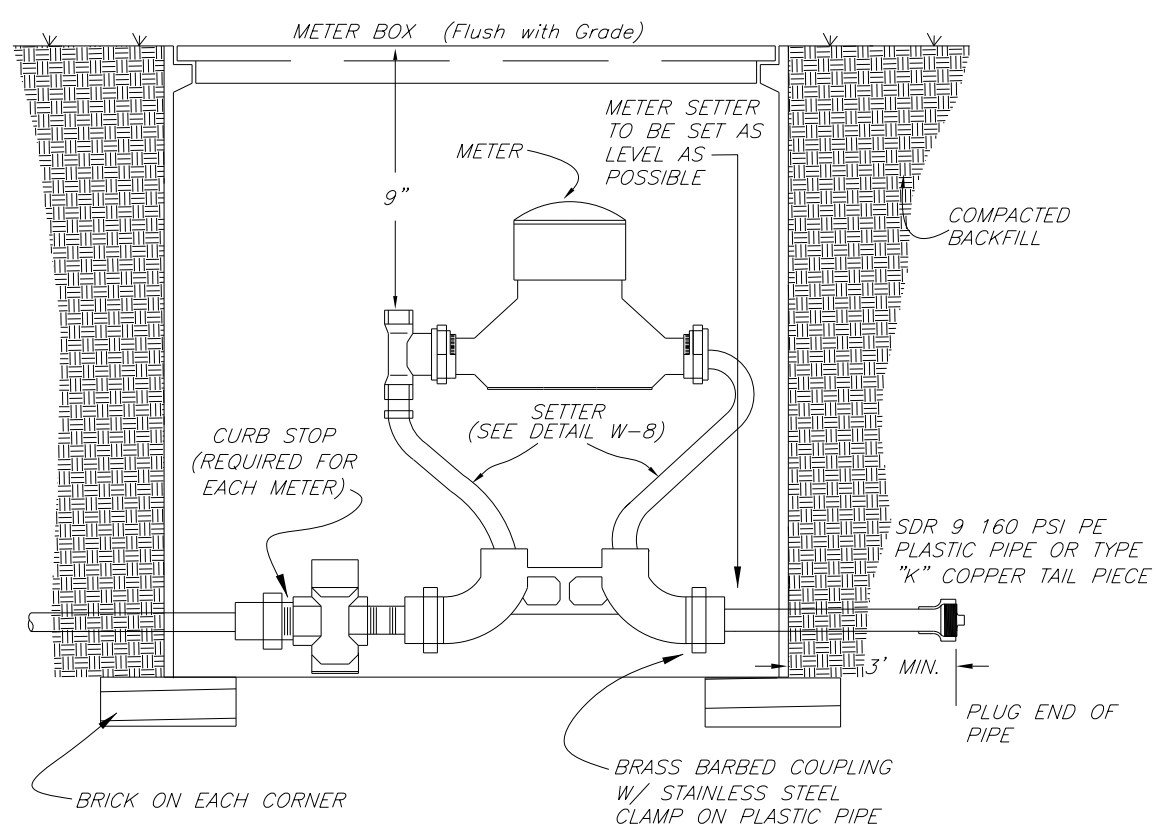
2" AIR RELIEF ASSEMBLY



SPECIFICATIONS FOR COMPONENTS ARE THE SAME AS FOR SERVICE CONNECTIONS (SEE DETAIL W-8).

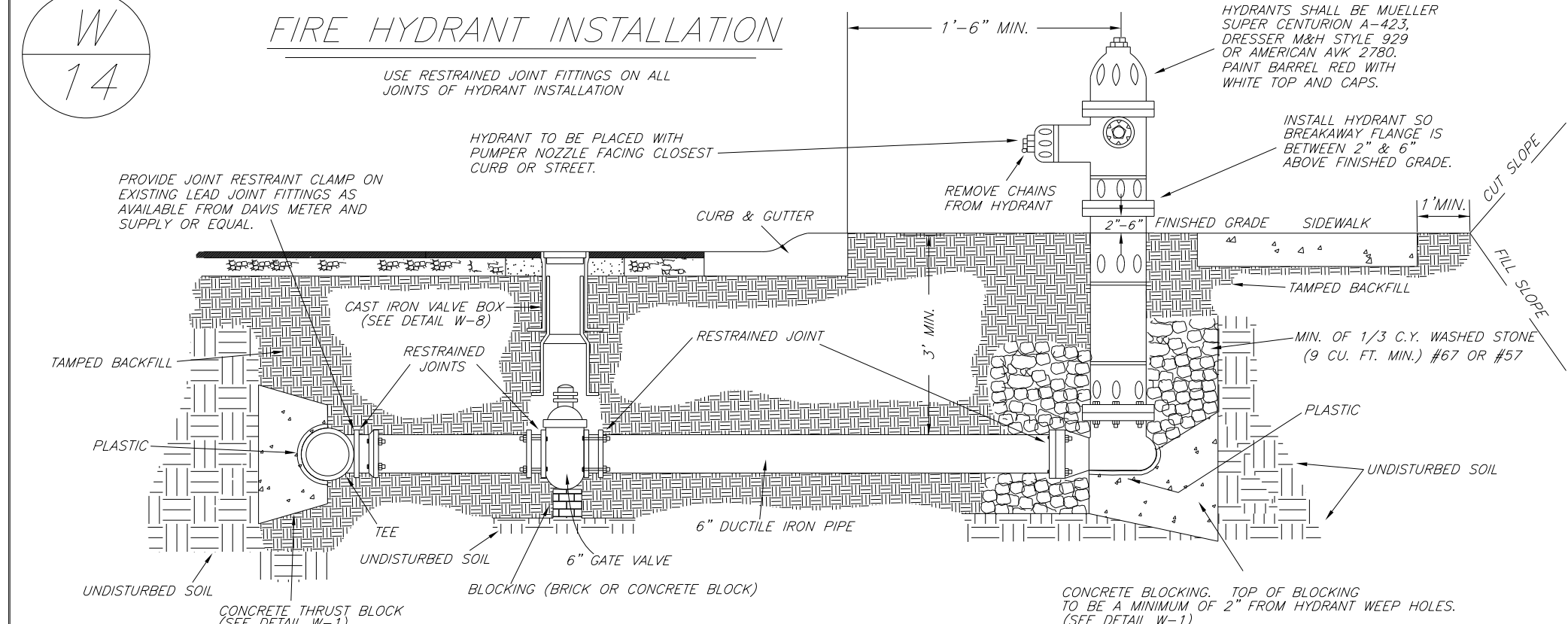
W
16

TYPICAL 3/4\" data-bbox="836 474 937 512"/>



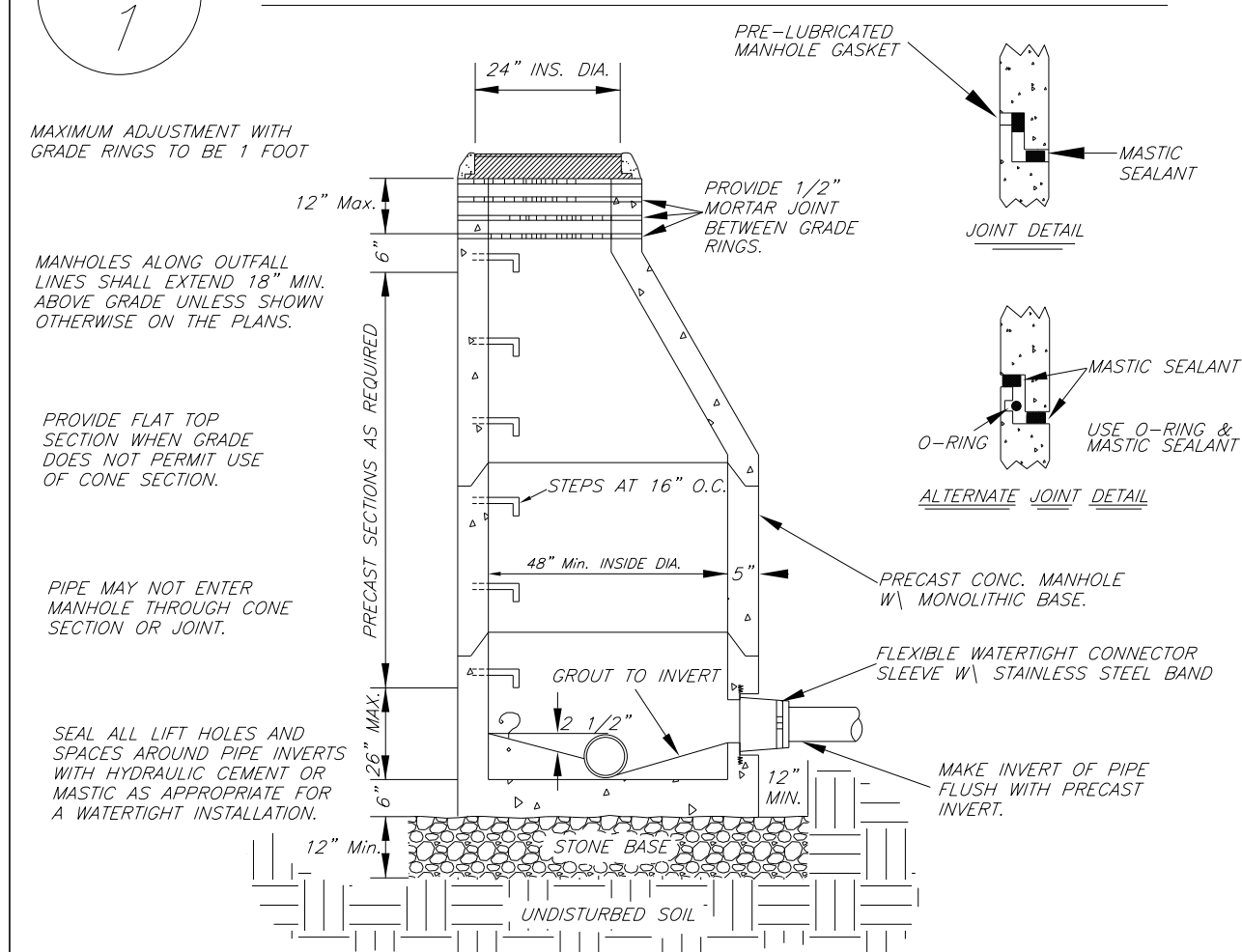
W
14

FIRE HYDRANT INSTALLATION

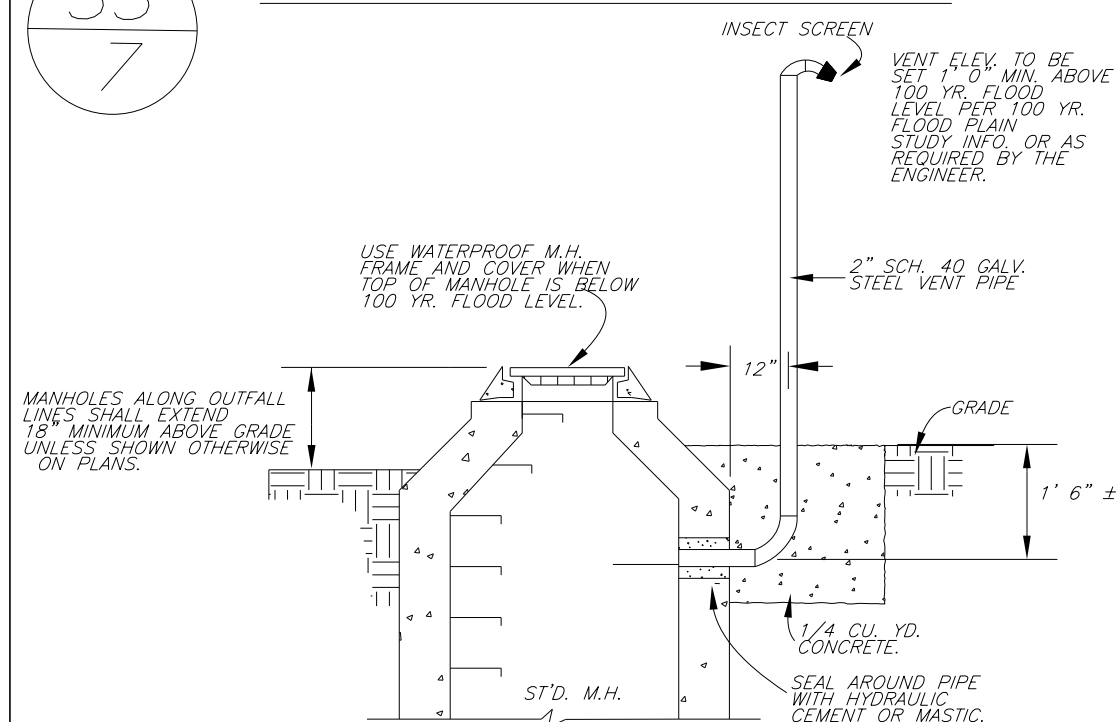


SS
1

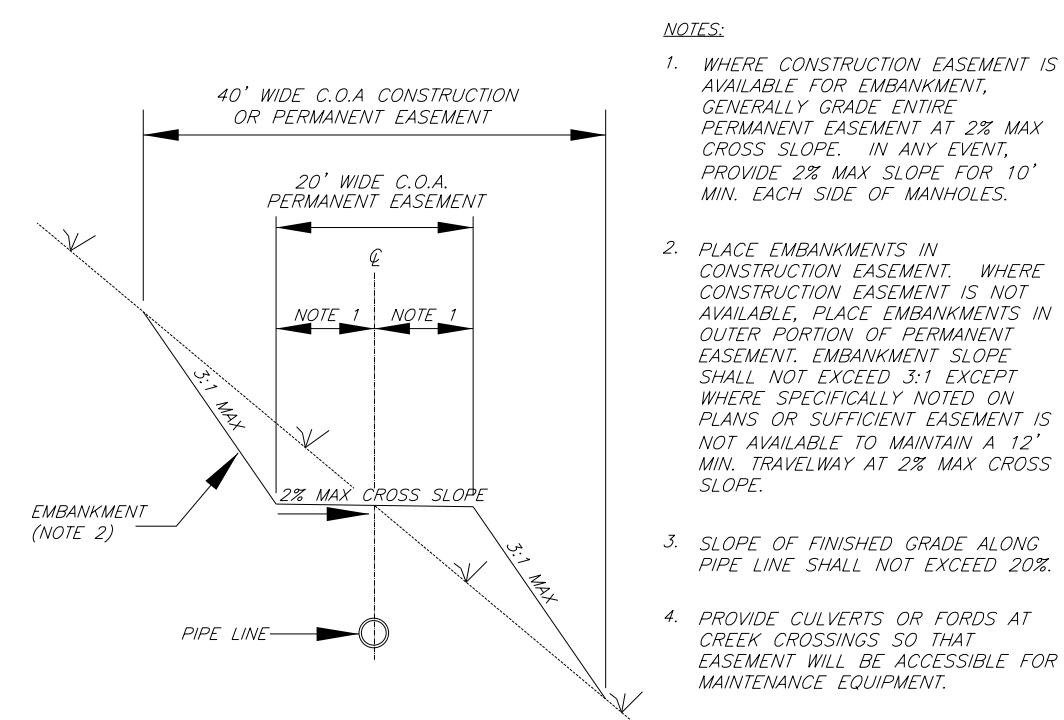
STANDARD PRECAST CONCRETE MANHOLE

SS
7

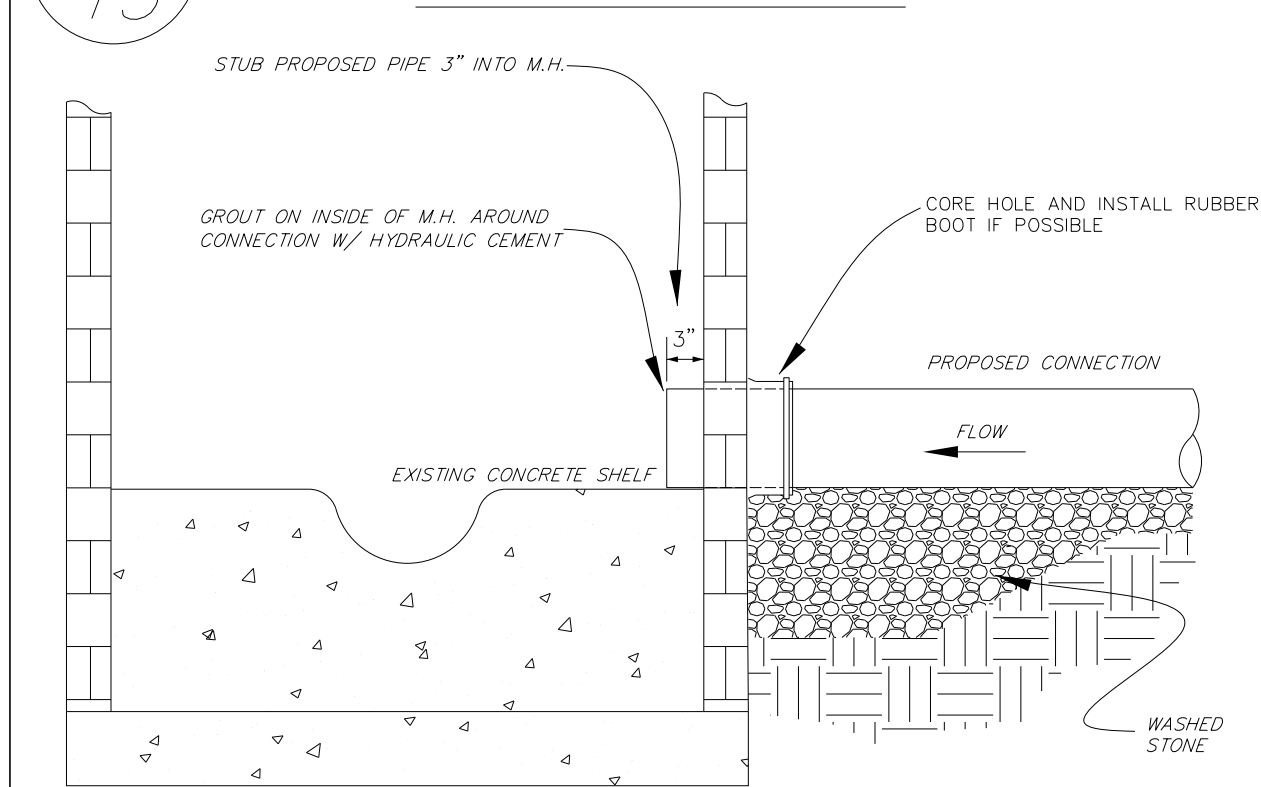
TYPICAL MANHOLE VENT DETAIL

SS
11

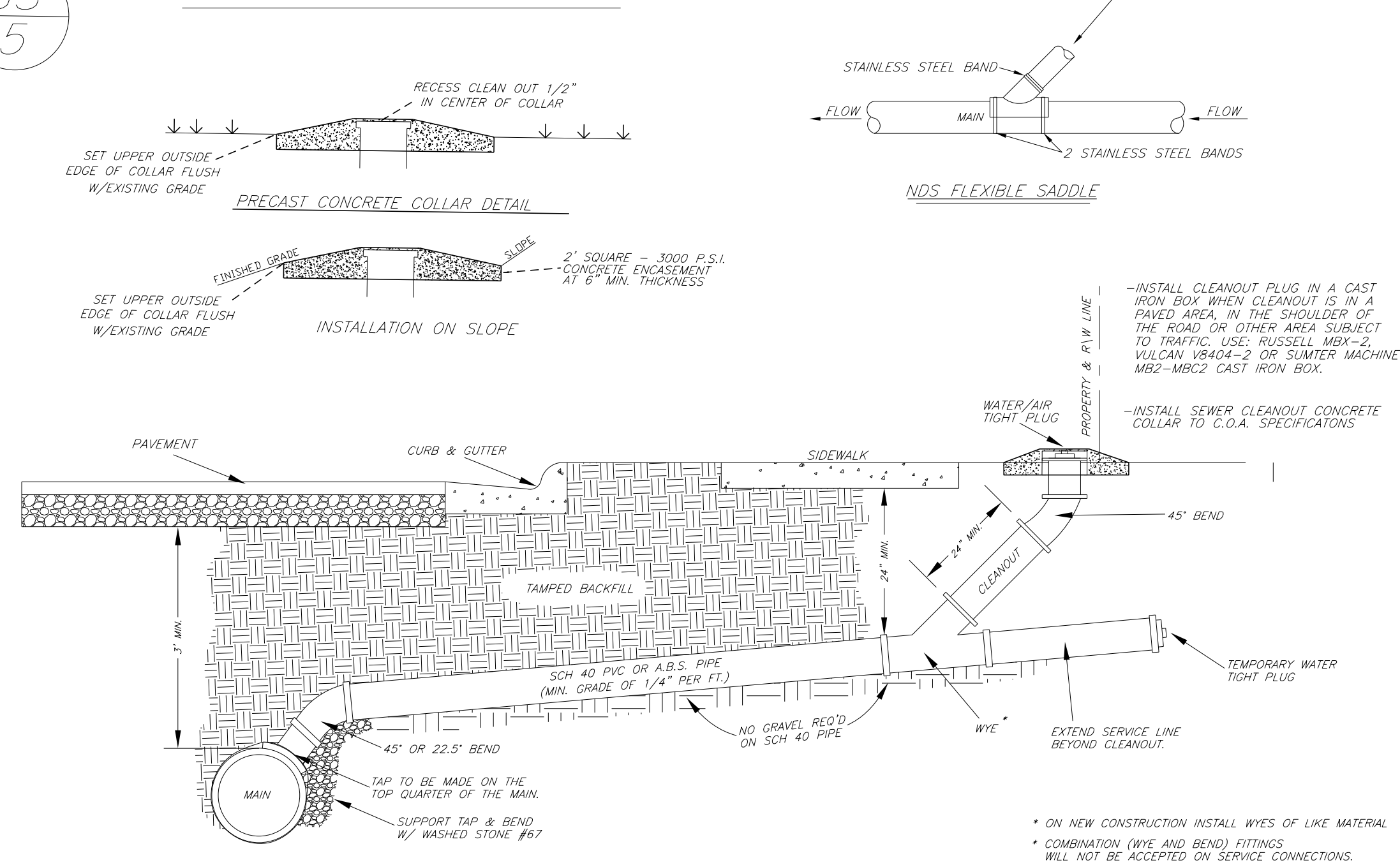
TYPICAL SANITARY SEWER EASEMENT CROSS SECTION

SS
13

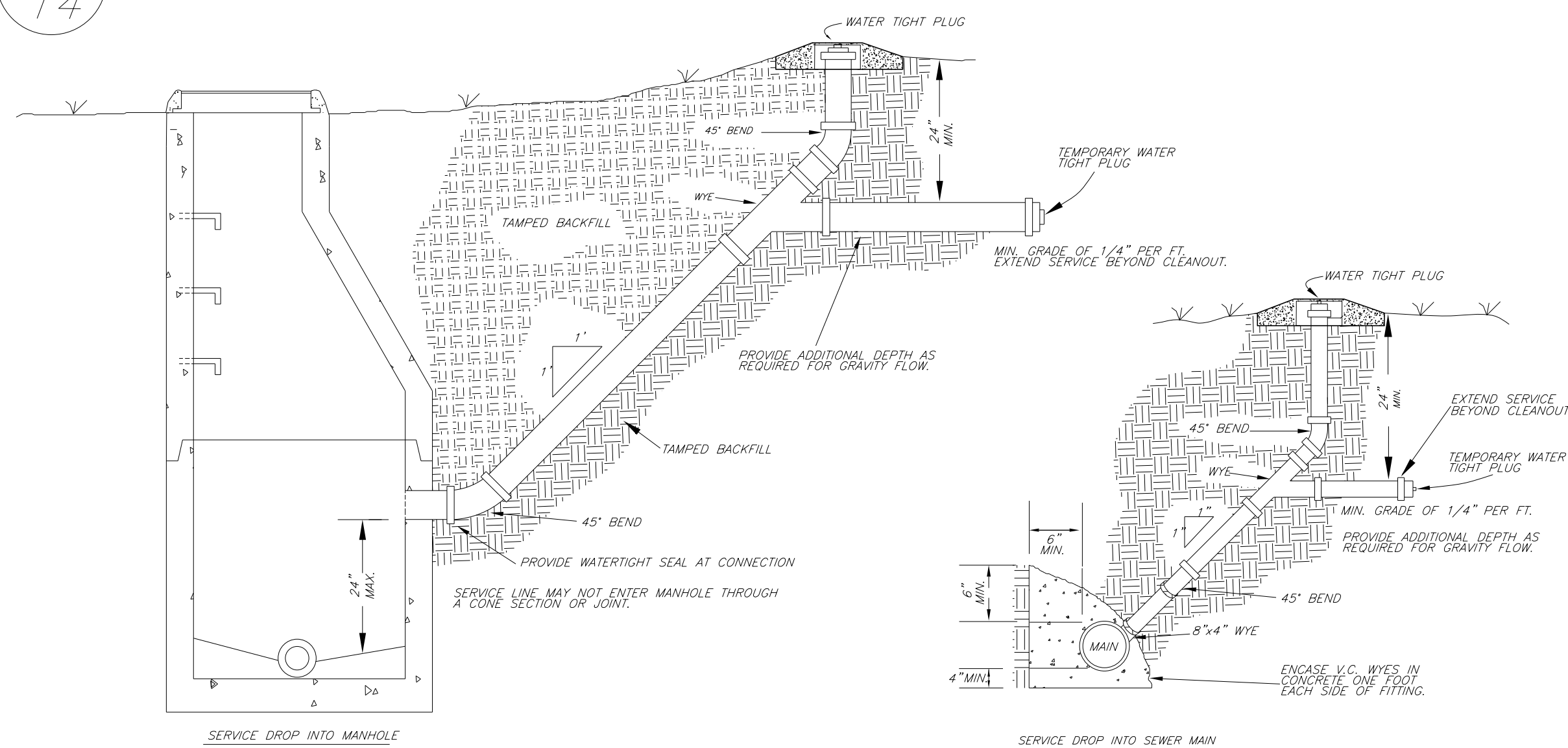
MAIN LINE CONNECTION TO EXISTING MANHOLE

SS
5

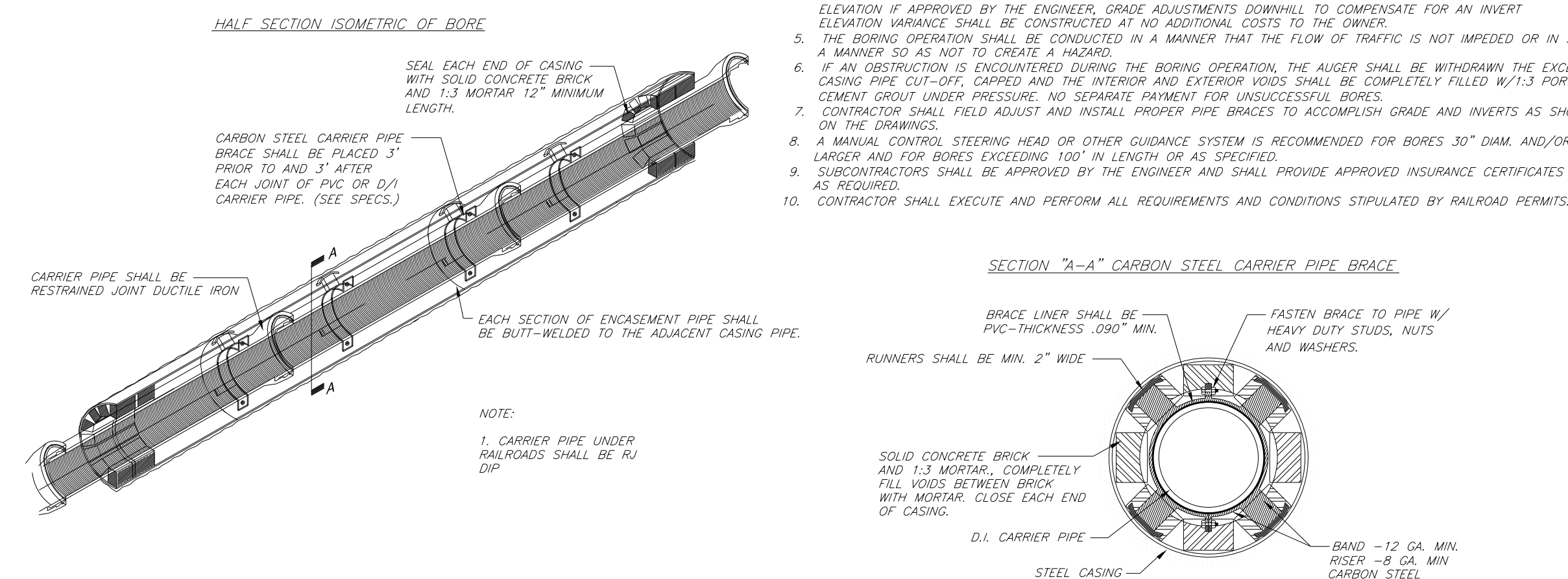
STANDARD SERVICE CONNECTION

SS
14

DROP TYPE SERVICE CONNECTION

SS
15

BORING DETAIL

DOCUMENT NOT CONSIDERED
FINAL UNLESS ALL
SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-3B	
DESIGNED BY: DSJ			
DRAWN BY: PJ			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	

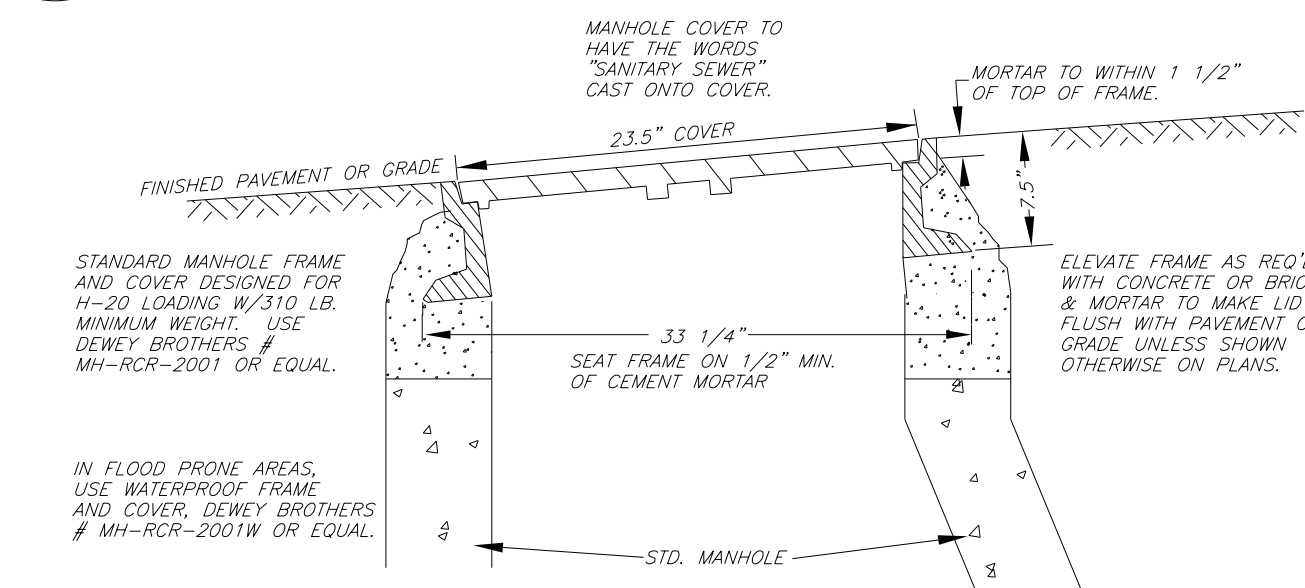
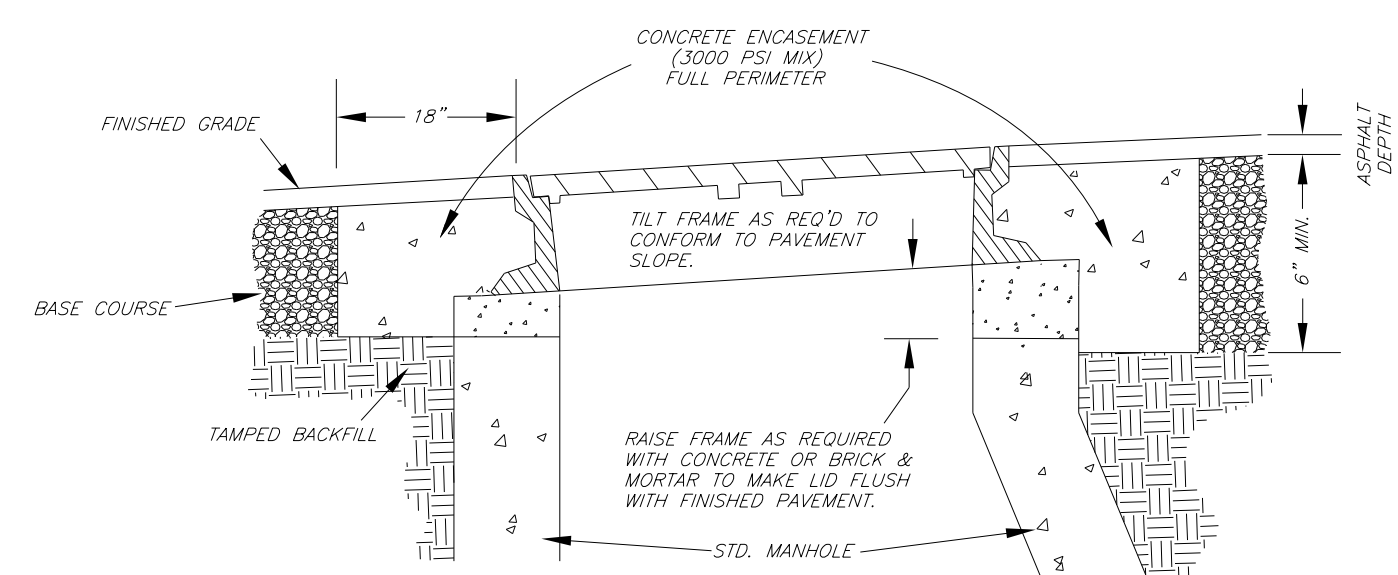
UTILITY CONSTRUCTION

SS
4

AIR TEST TABLE

TIME (MIN:SEC) REQUIRED FOR PRESSURE DROP FROM 3 1/2 TO 2 1/2 PSIG WHEN TESTING ONE PIPE DIAMETER ONLY. INCREASE PRESSURE AS REQUIRED BY ENGINEER IF GROUNDWATER IS PRESENT.

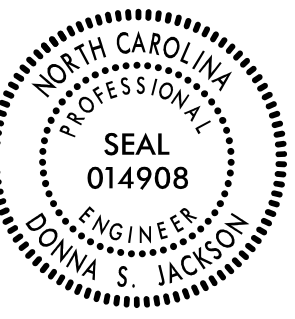
LENGTH OF LINE, FEET	PIPE DIAMETER, INCHES								
	4	6	8	10	12	15	18	21	24
25	0:05	0:11	0:18	0:23	0:27	:32	0:36	0:45	0:54
50	0:09	0:21	0:36	0:45	0:54	1:03	1:12	1:30	1:48
75	0:14	0:32	0:54	1:23	1:21	1:35	1:48	2:15	2:42
100	0:18	0:42	1:12	1:30	1:48	2:06	2:24	3:00	3:36
125	0:23	0:53	1:30	1:53	2:15	2:38	3:00	3:45	4:30
150	0:27	1:03	1:48	2:15	2:42	3:09	3:36	4:30	5:24
175	0:32	1:14	2:06	2:38	3:09	3:41	4:12	5:15	6:18
200	0:36	1:24	2:24	3:00	3:36	4:12	4:48	6:00	7:12
225	0:41	1:35	2:42	3:23	4:03	4:44	5:24	6:45	8:06
250	0:45	1:45	3:00	3:45	4:30	5:15	6:00	7:30	9:00
275	0:50	1:56	3:18	4:08	4:57	5:47	6:36	8:15	9:54
300	0:54	2:06	3:36	4:30	5:24	6:18	7:12	9:00	10:48
350	1:03	2:27	4:12	5:15	6:18	7:21	8:24	10:30	12:36
400	1:12	2:48	4:48	6:00	7:12	8:24	9:36	12:00	14:24
450	1:21	3:09	5:24	6:45	8:06	9:27	10:48	13:30	16:12
500	1:30	3:30	6:00	7:30	9:00	10:30	12:00	15:00	18:00

SS
8MANHOLE FRAME & COVER ON
NEW INSTALLATIONSSS
12MANHOLE FRAME & COVER ADJUSTMENT ON
STREETS BEING RESURFACED

5/14/99

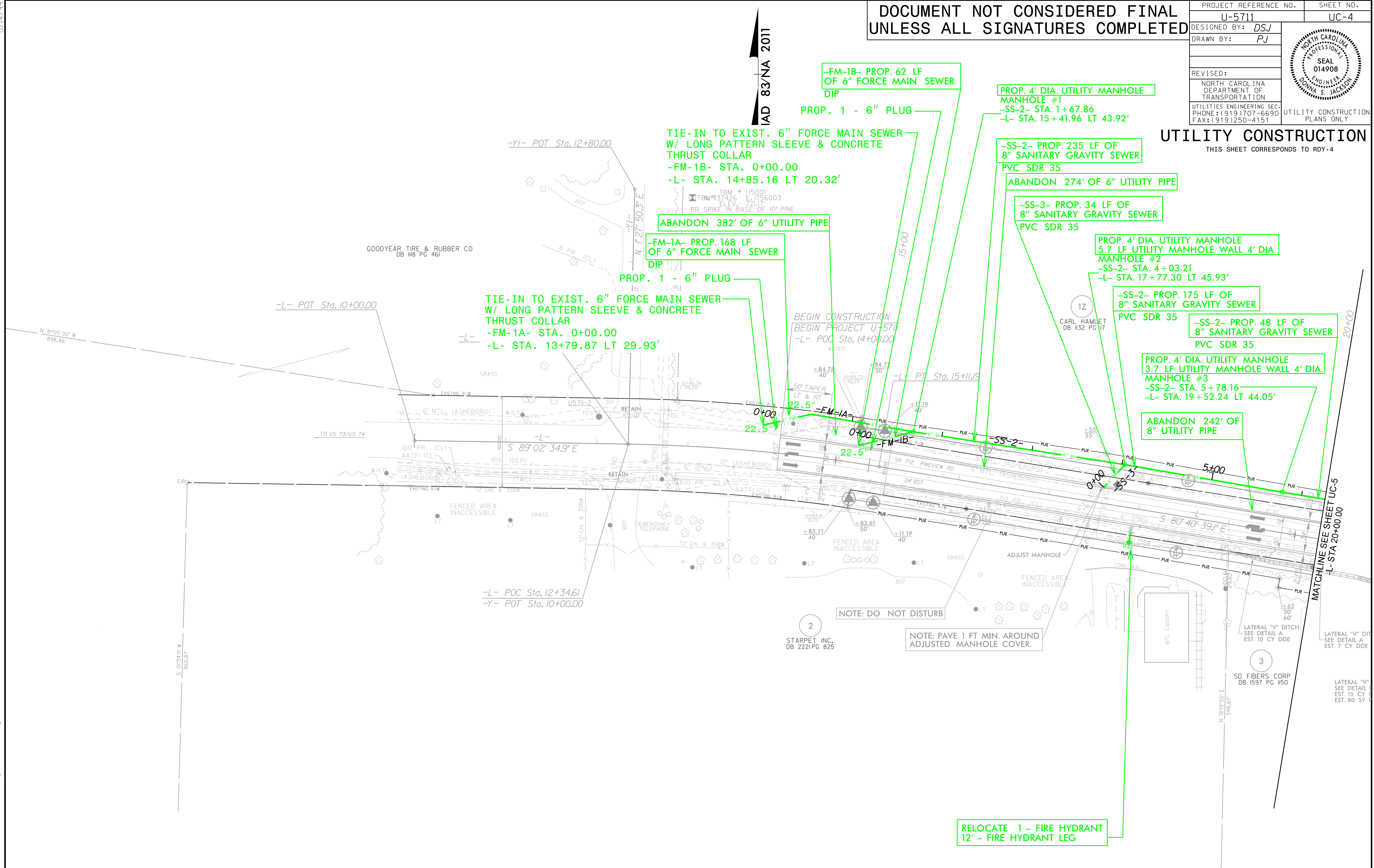
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DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.	
U-5711		UC-4	
DESIGNED BY:	DSJ		
DRAWN BY:	PJ		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

UTILITY CONSTRUCTION

THIS SHEET CORRESPONDS TO RDY-4



SEE SHEET UC-10 FOR SEWER PROFILE

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
SEWER PIPE FITTINGS ON THIS PLAN SHEET
IS 430 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

CENTERLINE NS MP M-22.57-EM
(CROSSING *772-466M)
8" SEWER LINE -SS-2- STA. 10+96.73
-RR- STA. 12+36.92
LAT. 35.77221
LONG. -79.81874

161 LF OF 16" ENCASEMENT PIPE
161 LF OF 16" BORE AND JACK
0.25" THICKNESS
SEAL NEW ENDS OF CASING WITH
8" BRICK MANSORY.

-SS-2- PROP. 204 LF OF
8" SANITARY GRAVITY SEWER
RJDIP

ABANDON 1 - UTILITY MANHOLE

RECEIVING PIT 10'WX15'X10'D

PROP. 4' DIA. UTILITY MANHOLE
3.7 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #4
-SS-2- STA. 10+03.23
-L- STA. 23+57.49 RT 3.40'

-SS-2- PROP. 66 LF OF
8" SANITARY GRAVITY SEWER
PVC SDR-35
CARL HAMLET
DB 1132 PG 17

PROP. 4' DIA. UTILITY MANHOLE
4.5 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #5
-SS-2- STA. 9+37.30
-L- STA. 23+11.38 LT 43.73'

-SS-2- PROP. 311 LF OF
8" SANITARY GRAVITY SEWER
PVC SDR 35

ABANDON 382' OF 8" UTILITY PIPE

ABANDON 1 -
UTILITY MANHOLE

PROP. 1 - FIRE HYDRANT
1 - 12" TAPPING SLEEVE & VALVE
19' - FIRE HYDRANT LEG

REMOVE FIRE HYDRANT

SEE SHEET UC-10 & UC-11 FOR SEWER PROFILE

SEE SHEET UC-8 & UC-9 FOR WATER PROFILE

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
WATER PIPE FITTINGS ON THIS PLAN SHEET
IS 4500 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

CASING PIPE NOTES:

1. LOCATIONS OF LAUNCHING AND RECEIVING PITS OTHER THAN AS SHOWN ON THE PLANS SHALL BE APPROVED BY THE ENGINEER AND NCDOT PRIOR TO THEIR EXCAVATION.
2. CASING IN RAILROAD RIGHT OF WAY MUST BE INSTALLED BY BORE AND JACK.
3. SEAL ENDS OF CASING WITH 8" BRICK MASONRY.
4. FILL EXIST. 50' OF 18" STL. ENCASEMENT AND CARRIER PIPE WITH GROUT; OR CLASS III, CLASS IV OR CLASS V SELECT MATERIALS.

ABANDON 50' OF 18" UTILITY PIPE
GROUT FILLED

ABANDON 205' OF 8" UTILITY PIPE
GROUT FILLED

PROP. 4' DIA. UTILITY MANHOLE
0.4 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #6
-SS-2- STA. 12+07.26
-L- STA. 25+61.27 RT 3.26'

LAUNCHING PIT 10'WX30'X7'D

-SS-2- PROP. 29 LF OF
8" SANITARY GRAVITY SEWER
PVC SDR 35

TIE TO EX. 4' DIA. UTILITY MANHOLE #7
-SS-2- STA. 12+35.76
-L- STA. 25+88.76 LT 4.32'

TIE-IN TO EX. 2" WATER LINE
W/COMPRESSION SLEEVE

ABANDON 35' OF
10" UTILITY PIPE

PROP. 1 - 12" VALVE

INSET A
SEE SHEET UC-5A

RELOCATE 1- WATER METER
13' - WATER SERVICE LINE
3/4"

RELOCATE 3- WATER METER
38' - WATER SERVICE LINE
3/4"

TIE-IN TO EX. 12" WATER
LINE W/LONG PATTERN
SLEEVE & CONCRETE THRUST
COLLAR
-WL-2- STA. 12+74.02
-L- STA. 26+64.52 RT 14.41'

PROP. 1 - 12" PLUG

PROP. 1 - FIRE HYDRANT
1 - 6" VALVE
23' - FIRE HYDRANT LEG
12" X 6" TEE

REMOVE
FIRE
HYDRANT

-WL-2- PROP. 136 LF OF 12" WATER LINE
RJDIP

ABANDON 136' OF
12" UTILITY PIPE

ABANDON 25' OF
6" UTILITY PIPE

PROP. 1 -
6" PLUG

6" INSERTION VALVE

PROP. 1 - 6" PLUG

PROP. 1 - 2" TAP

PROP. 49 LF 2" WATER LINE

-WL-3A- PROP. 83 LF OF 6" WATER LINE
RJDIP

PROP. 1 - 2" VALVE

PROP. 1 - 12" X 6" TEE

PROP. 1 - 12" X 16" REDUCER

PROP. 4' DIA. UTILITY MANHOLE
1.4 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #8
-SS-4- STA. 1+00.00
-L- STA. 32+85.33 LT 32.51'

-SS-4- PROP. 28 LF OF
10" SANITARY GRAVITY SEWER
DIP

PROP. 4' DIA. UTILITY MANHOLE
5.0 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #9
-SS-4- STA. 1+27.59
-L- STA. 32+85.40 LT 4.92'

-SS-4- PROP. 31 LF OF
10" SANITARY GRAVITY SEWER
DIP

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DOCUMENT NOT CONSIDERED
FINAL UNLESS ALL
SIGNATURES COMPLETED

PROP. 7 - SANITARY SEWER CLEAN-OUTS
90' SEWER SERVICE LINES APPROXIMATE
NUMBER OF SEWER CLEANOUTS FROM
ASHBORO GIS WERE NOT LOCATED IN FS FILE.

PROP. 4' DIA. UTILITY MANHOLE
4.1 LF UTILITY MANHOLE WALL 4' DIA.
MANHOLE #11
-SS-5- STA. 1+00.00
-L- STA. 33+36.98 LT 4.91'

ABANDON 52' OF
8" UTILITY PIPE

PROP. 4 - WATER METER
92' - WATER SERVICE LINE
3/4"

REMOVE
4 WATER
METERS

ABANDON 59' OF 10" UTILITY PIPE

ABANDON 1 -
UTILITY MANHOLE

REMOVE
16 LF OF
EXISTING 24" RCP
OUTLET TO DITCH
SEE DETAIL A
EST. 15 CY DDE

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OUTLET TO DITCH
SEE DETAIL A
EST. 15 CY DDE

UTILITY CONSTRUCTION

THIS SHEET CORRESPONDS TO RDY-5

PROJECT REFERENCE NO.	SHEET NO.
U-5711	UC-5
DESIGNED BY: DSJ	
DRAWN BY: PJ	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	

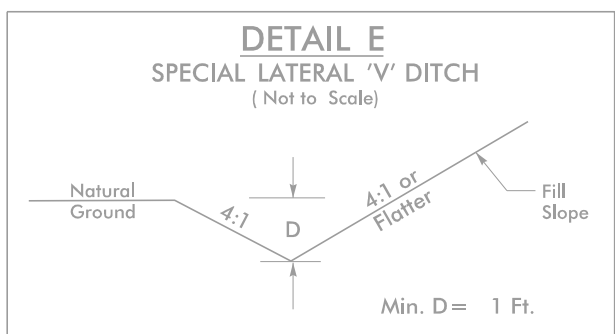
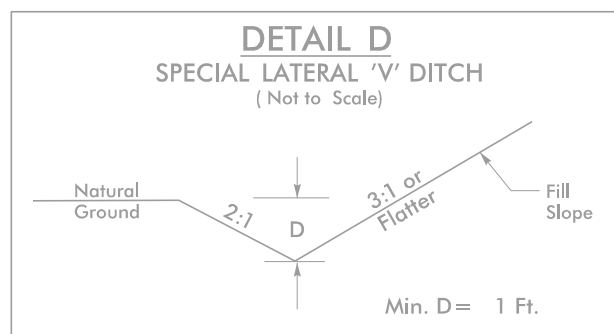


MATCHLINE -L- STA. 34+00.00 SEE SHEET NO. UC-6

MATCHLINE -L- STA. 20+00.00 SEE SHEET NO. UC-4

5/14/99

9:05:23 AM
\\nas11\proj\35888\0178801\U-5711\ut-rdy7\UC7.UCA.dgn
ISO 15924:2004



PROP. 5 - SANITARY SEWER CLEAN-OUTS
75' SEWER SERVICE LINES
APPROXIMATE NUMBER OF SEWER CLEANOUTS FROM
ASHBORO GIS WERE NOT LOCATED IN FS FILE.

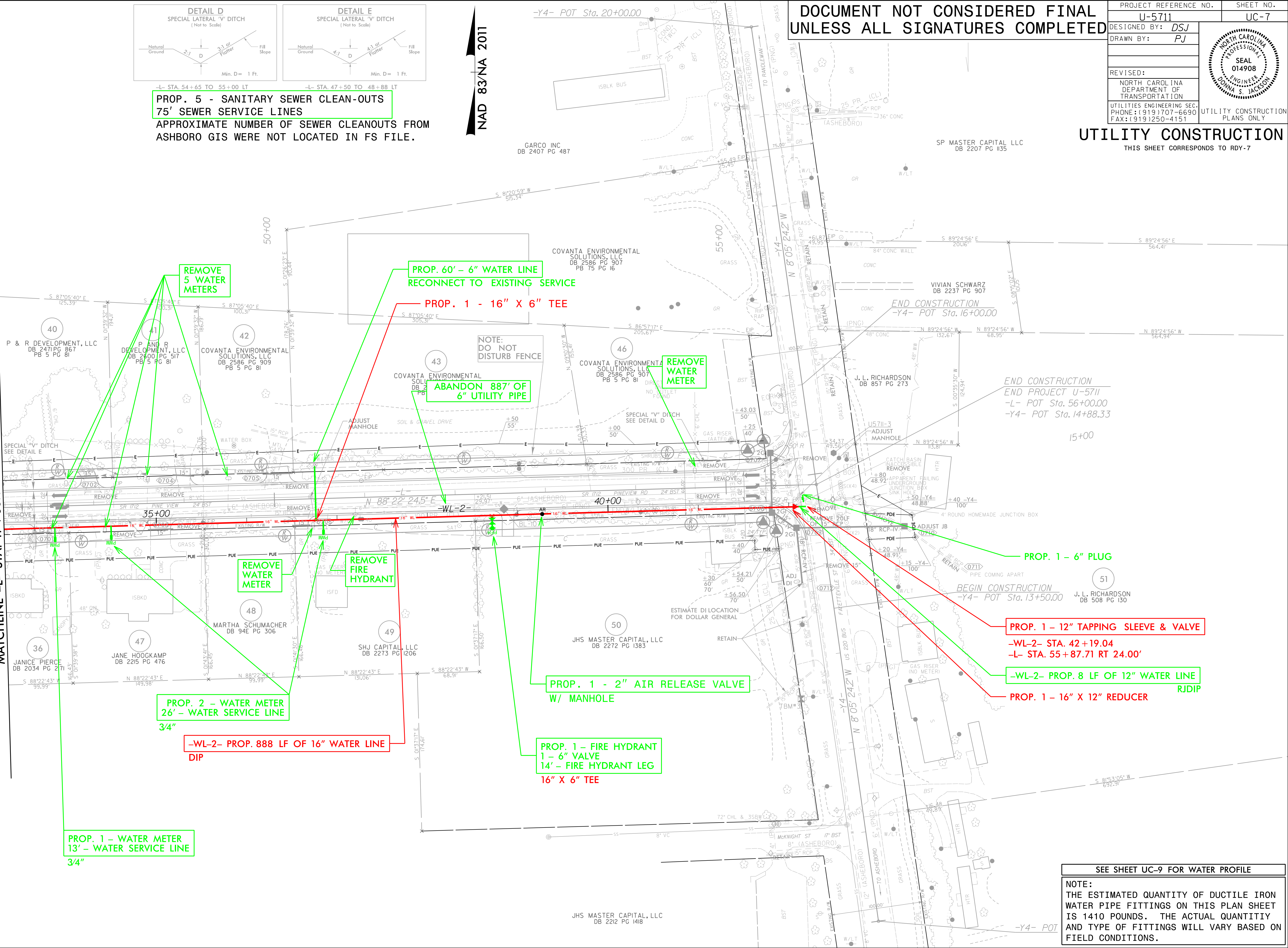
NAD 83/NA 2011

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.
U-5711		UC-7
DESIGNED BY:	DSJ	
DRAWN BY:	PJ	
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION
THIS SHEET CORRESPONDS TO RDY-7

MATCHLINE -L- STA. 47+00.00 SEE SHEET NO. UC-6



SEE SHEET UC-9 FOR WATER PROFILE

NOTE:
THE ESTIMATED QUANTITY OF DUCTILE IRON
WATER PIPE FITTINGS ON THIS PLAN SHEET
IS 1410 POUNDS. THE ACTUAL QUANTITY
AND TYPE OF FITTINGS WILL VARY BASED ON
FIELD CONDITIONS.

ORDINANCE TO AMEND
THE WATER AND SEWER FUND
FY 2025-2026

WHEREAS, the City of Asheboro wishes to enter into an agreement with the NC Department of Transportation for the U-5711 (Pineview Street) Project consisting of water and sewer line relocation and waterline betterments / upsizing associated with the widening of SR 1712 (Pineview Street) from west of Sylvan Street to US 220 Business at a total estimated cost totaling \$996,411.11 to be paid in installments over three fiscal years.

WHEREAS, the first installment due by the City of Asheboro in fiscal year 2025-2026 is estimated at \$24,864.54.

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget.

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following revenue line item be increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
30-000-399.0000	Fund Balance Allocation	24,866

That the following expense line item increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
30-840-545.0000	Contracted Services	12,433
30-850-545.0000	Contracted Services	12,433
		<u>\$24,866</u>

Adopted the 6th day of November 2025.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

To: Mayor Smith and City Council

From: Donald E. Duncan Jr., City Manager ICMA-CM

Date: October 27th, 2025

Re: City Attorney Hiring Process

In a closed session at our October Council Meeting, City Attorney Jeff Sugg announced his upcoming retirement, planned for February. Ahead of his departure, I recommend we begin the process of finding a new City Attorney. To ensure we find a qualified candidate, I suggest the Council appoint a committee to decide hiring strategy. I recommend the following makeup.

Committee to include 2 members of current council, 2 members of future council(with one being a newly elected member), Chief of Police Brown, Human Resources Director Kemp, and newly elected Mayor. City Attorney Sugg has agreed to serve in any capacity the council sees fit. ACM Nuttall and I will serve as staff to the committee.

This committee will be charged with the following tasks, and offer recommendations for Council approval.

1. Update the Job Description
2. Establish a Competitive Salary Range
3. Advertising Strategy
4. Determine Working Overlap and Transition
 - a. It should be considered whether contracted services for interim legal counsel will be necessary to make sure nothing falls through the cracks.
 - b. To ensure a smooth transition to the new attorney, it is possible that Mr. Sugg could be retained as a consultant or as a part-time employee.
5. Timeline

1) Updated Job Description

General Statement of Duties

An employee in this position is responsible for supervising and managing the legal resources of the City of Asheboro. Incumbent handles all litigation, contracts and negotiations.

Distinguishing Features of the Class

An employee in this class is responsible for providing legal advice and counsel to the mayor, city council, city manager, and all key management officials; and for providing a wide range of legal services to the city.

Employee must exercise tact and courtesy with co-workers, administrators, and supervisors. Employee reports to the City Council.

Illustrative Examples of Work

- Advises and represents the city council through legal research and memoranda, attendance at meetings, and in court;
- Is responsible for all legal matters affecting the City of Asheboro, including handling all major litigation, real estate and contract matters, and negotiations;
- Advises city departments, City Manager, and members of the City Council on all legal matters;
- Responsible for all court actions, filed against and by the city;
- Responsible for exercising foresight in addressing legal concerns proactively;
- Must routinely communicate legal updates and legal advice in writing to members of the city council and the city manager;

- Periodically reviews all city policies and regulations to ensure accuracy and legality and to ensure that the city's assets and resources are not jeopardized;
- Ensures that the laws set up to protect the citizenry are being followed and that the integrity of the city government is protected;
- Performs other related work as required.

Knowledge, Skills, and Abilities

- Well-rounded educational background, including law degree and licensure to
- practice law; minimum of three years in local government law;
- Ability to determine applicable law and apply necessary judgement in complex situations;
- Ability to choose the appropriate course of action;
- Ability to convey complex matters in an understandable manner;
- Ability to advocate the city council's position in a variety of areas, including courts;
- Ability to organize the city's legal matters;
- Ability to prepare and work within a yearly budget.

Minimum Experience and Training

Requires a law degree from an accredited school of law and current licensure as an attorney in North Carolina. Also requires substantial legal experience, preferably with a governmental agency or organization. Experience in working with an elected governing body is preferred. Also requires thorough knowledge of constitutional, federal, state and local laws affecting municipal governments; and extensive litigation experience in

state and federal judicial systems; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

2) Establish a Competitive Salary Range

Population 25,000 - 99,999

	Population	Low	High	Salary
Chapel Hill	62,195			\$211,313
Gastonia	83,488	\$142,988	\$233,267	\$237,224
Huntersville	63,355	\$152,748	\$236,759	\$204,767
Jacksonville	72,079			\$184,570
Kannapolis	56,414			\$263,080
Monroe	35,894	\$93,627	\$144,560	\$186,139
Mooresville	54,976			\$178,320
Sanford	31,596	\$129,304	\$213,351	\$176,596
Thomasville	27,720	\$87,724	\$149,131	\$139,264
Wake Forest	50,278			\$183,102
Average	53,799	\$121,278	\$195,414	\$196,437

Population 10,000 - 24,999

	Population	Low	High	Salary
Albemarle	16,602	\$107,663	\$166,878	\$123,698
Eden	15,388	\$102,415	\$161,009	\$121,077
Hendersonville	16,443			\$181,992
Lumberton	18,909	\$112,695	\$159,235	\$140,198
Newton	13,427			\$133,686
Shelby	21,900			\$138,382
Average	17,112	\$107,591	\$162,374	\$138,839

Asheboro Proposal	Hiring Range	\$125,000 - \$175,000	Current Salary	\$157,838
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3) Advertising Strategy

NCLM, NCACC, City Website, Indeed, and School of Government Listserve

4) Determine Working Overlap and Transition

5) Timeline

Proposed timeline for the hiring process:

- **November 2025:** Establish Committee and begin advertising after the November council meeting
- **December 2025:** Continue advertising the role/accepting applications; Potentially start interviews if there is sufficient interest and multiple qualified candidates.
- **January 2026:** Interview candidates in January; Make an offer of employment by the end of the month.
- **February 2026:** Working overlap with Jeff, if feasible

2026 Regular Meeting Schedule Discussion

<u>Month</u>	<u>Standard Meeting Date</u>	<u>Alternate Meeting Date</u>
January [City Hall is closed Thursday, January 1, 2026.]	8 th	
February	5 th	
March	5 th	
April	9 th	
May	7 th	
June	4 th	
July [City Hall is closed Friday, July 3, 2026.]	9 th	
August	6 th	
September [City Hall is closed Monday, September 7, 2026.]	10 th	
October	8 th	
November	5 th	
December	10 th	