

**NOTICE OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE
CITY OF ASHEBORO ON THURSDAY, MARCH 20, 2003, AT 7:00 O'CLOCK PM**

Notice of a special meeting of the City Council of the City of Asheboro, North Carolina is hereby given. Said meeting will be held Thursday, the 20th day of March, 2003, at 7:00 o'clock PM, in the Council Chambers of the Asheboro Municipal Building, which is located at 146 North Church Street, Asheboro, North Carolina.

This special meeting of the City Council is being held for the following purposes:

- (a) A public hearing concerning the proposed statutory annexation of a portion of Hamlet Lakes Subdivision Section 4 is to be conducted. At this public hearing, a representative of the City of Asheboro shall provide an explanation of the annexation report that sets forth the municipality's plans for extending municipal services to the area proposed for annexation. Following this explanation, all persons who reside in or own property in the area proposed for annexation and all citizens of the City of Asheboro will be given an opportunity to be heard.
- (b) Council consideration of a resolution authorizing the Mayor and City Clerk to execute an agreement that conveys a limited access easement from the City of Asheboro to Charles E. Greer and wife, Barbara S. Greer.

All officers of the city and all other persons whomsoever are hereby given notice that such meeting will be held. This call is issued pursuant to the ordinance of the City of Asheboro relative to the time and place of holding meetings, both regular and special, of the City Council of said City.

By order of the Mayor on this the 14th day of March, 2003.

S/ Carol J. Cole
Carol J. Cole, City Clerk
City of Asheboro, North Carolina

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**SPECIAL MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MARCH 20, 2003
7:00 PM**

This being the time and place for a Special Meeting of the Mayor and City Council, a meeting was held with the following officials and members present:

- David Jarrell) –Mayor Presiding
- Talmadge Baker)
- Nancy Hunter)
- John McGlohon) –Council Members Present
- Archie Priest)
- David Smith)
- Linda Carter)
- Paul Trollinger) –Council Members Absent
- John N. Ogburn, City Manager
- Carol J. Cole, CMC, City Clerk
- Dumont Bunker, P. E., City Engineer
- Debbie Juberg, Finance Director
- Lynn Priest, CD Director
- Jeff Sugg, City Attorney

A quorum thus being present, Mayor Jarrell called the meeting to order for the transaction of business, and business was transacted as follows:

1. **Public Hearing on Annexation.**

Mayor Jarrell opened the public hearing concerning the proposed statutory annexation of a portion of Hamlet Lakes Subdivision Section 4.

At this public hearing, Mr. Lynn Priest of the City of Asheboro shall provide an explanation of the annexation report that sets forth the municipality's plans for extending municipal services to the area proposed for annexation.

Following this explanation, all persons who reside in or own property in the area proposed for annexation and all citizens of the City of Asheboro will be given an opportunity to be heard.

Mr. Lynn Priest certified to the council that he notified all subject property owners, by first-class mail, of this public hearing.

Mr. Priest reviewed the Annexation Report and stated that the area proposed for annexation is contiguous to Asheboro's city limits and is northeast of the City. It is a portion of Hamlet Lakes Subdivision not presently in the city limits. The area is predominantly developed as single-family residential. The area consists of 26 tracts or parcels, 27.332 acres, 11 dwelling units, one institutional (Church) and approximately 26 people. The total tax base is estimated at \$2,180,930. Mr. Priest explained the City's plans for extending municipal services to the area proposed for annexation. The proposed ordinance to extend the corporate limits of the City of Asheboro will be presented for adoption at the city council meeting on April 10, 2003, with July 1, 2003 being the effective date of annexation.

Mr. Priest noted that page 14 of the Annexation Report should have been page 13. However, there is no page 13, but nothing has been left out of the report.

Mr. David Whitaker, a resident of 757 Cheddington Drive, stated he was happy that his property is going to be annexed and the other residents are pleased also.

There being no further comments nor opposition, Mayor Jarrell closed the public hearing.

The city attorney advised council that a motion to amend the Annexation Report pertaining to Hamlet Lakes Subdivision Section 4 needs to be made. Such a motion should provide that the Annexation Report that was approved on January 23, 2003, by this council as part of the statutory annexation process for Hamlet Lakes Subdivision Section 4 is hereby amended on page number seven (7) of the report to provide that the first paragraph of page seven (7) pertaining to "Streets" shall provide as follows:

"This annexation takes in a portion of Hamlet Lakes Subdivision of which 1,870 linear feet of state maintained streets are within the annexation area. After annexation, these streets shall be maintained by the North Carolina Department of Transportation."

Mr. McGlohon made said motion, which was seconded by Mr. Priest and carried unanimously.

It was the consensus of the council to consider adoption of an ordinance to extend the corporate limits of the City of Asheboro at its April meeting.

2. **Consideration of a Resolution Authorizing the Mayor and City Clerk to Execute an Agreement that Conveys a Limited Access Easement From the City of Asheboro to Charles E. Greer and wife, Barbara S. Greer.**

The city attorney stated that council has already approved an access easement to Doctor and Mrs. Greer. However, after Doctor Greer had inspected the area; he has requested a wider access. Mr. Sugg reviewed a proposed agreement that restricts Doctor and Mrs. Greer's use of the property and recommended that a resolution authorizing the mayor and city clerk to execute an instrument granting an access easement from the City of Asheboro to Charles E. Greer and Barbara S. Greer be adopted by reference.

Upon motion by Mr. Baker and seconded by Mr. Priest, council voted unanimously to adopt the following resolution by reference:

WHEREAS, the City of Asheboro, hereinafter referred to as the "City," is currently engaged in a project designed to enhance the capabilities of Sewer Pump Station Number 2 located at 1229 East Dixie Drive and to install a gravity sewer line and parallel sewer pump line between East Dixie Drive and Martin Luther King, Jr. Drive; and

WHEREAS, as part of this project, the City needs to acquire a 632.80 square foot construction easement, a 2,672.66 square foot permanent sewer line easement, and a 1,236.14 square foot permanent access easement from the owners, Charles E. Greer and wife, Barbara S. Greer, of certain real property described in Deed Book 1254, Page 1252, Randolph County Registry; and

WHEREAS, Section 160A-273 of the North Carolina General Statutes provides that a city has the authority to grant easements over, through, under, or across any city property; and

WHEREAS, pursuant to a resolution (Resolution Number 38 RES 11-02) adopted on November 7, 2002, the City Council of the City of Asheboro, hereinafter referred to as the "Council," previously approved the granting of an access easement by the City to Charles E. Greer and wife, Barbara S. Greer, hereinafter referred to as the "Greers," in exchange for the Greers granting to the City the above-described easements sought by the City as part of its current efforts to enhance the municipal sanitary sewer system; and

WHEREAS, prior to the execution of any legal instrument conveying said easements between the City and the Greers, Charles E. Greer physically inspected the real property at issue and determined that the Greers required an access easement that encompasses a larger area of City-owned real property than was originally envisioned when the Council adopted resolution number 38 RES 11-02; and

WHEREAS, the staff and Council have determined that the access easement sought by the Greers, with certain limitations, is not detrimental to the interests of the City; and

WHEREAS, the granting of the requested easements by the City and the Greers is a sufficient quid pro quo to support the proposed transaction as valid and binding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, this 20th day of March, 2003, as follows:

Section 1. The granting of a limited access easement by the City of Asheboro to Charles E. Greer and wife, Barbara S. Greer as shown on the plat of survey entitled "Limited Access Easement For Charles E. Greer & Wife Barbara S. Greer" is hereby approved, said plat of survey is attached to this resolution as Exhibit 1 and is incorporated by reference as if copied fully herein.

Section 2. In order to effectuate the above-described transaction, the Mayor and the City Clerk of the City of Asheboro are hereby authorized and directed to execute on behalf of the City of Asheboro a legal instrument prepared by the City Attorney that is substantially similar to the document attached to this resolution as Exhibit 2, said document is incorporated by reference as if copied fully herein.

ATTEST: S/ David H. Jarrell
David H. Jarrell, Mayor

S/ Carol J. Cole
Carol J. Cole, City Clerk

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EXHIBIT 2

Prepared by: Jeffrey C. Sugg, City Attorney for the City of Asheboro, North Carolina

Mail after recording to: City of Asheboro, P.O. Box 1106, Asheboro, NC 27204-1106

STATE OF NORTH CAROLINA

AGREEMENT AND DEED
OF EASEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT AND DEED OF EASEMENT is made as of this the _____ day of _____, 2003, by and between the CITY OF ASHEBORO, a municipal corporation existing under the laws of the State of North Carolina and situated in Randolph County, North Carolina, hereinafter referred to as the "City," and CHARLES E. GREER and wife, BARBARA S. GREER, who reside at 206 Wildwood Terrace, Hattiesburg, Mississippi 39401, hereinafter referred to as the "Greers."

WITNESSETH:

WHEREAS, the City owns in fee a tract of land described in Deed Book 695, Page 79, Randolph County, North Carolina Registry; and

WHEREAS, the Greers desire to obtain an access easement across the City's property for the purpose of accessing certain real property owned by the Greers in fee and described in Deed Book 1254, Page 1252, Randolph County, North Carolina Registry; and

WHEREAS, the City desires to obtain certain easements across the Greers' property described in Deed Book 1254, Page 1252, Randolph County, North Carolina Registry for the purpose of enhancing the City's access to and around a sewer pump station located at 1229 East Dixie Drive in Asheboro, North Carolina and for the purpose of constructing, operating, and maintaining a sanitary sewage force main and outfall line; and

WHEREAS, the City and the Greers have agreed to grant to each other the requested easements with no remuneration flowing from either party to the other due to the fact that both parties have agreed that the granting of the requested easements by the City and the Greers constitutes sufficient quid pro quo:

NOW THEREFORE, for and in consideration of good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Grant of Easement by City to Greers. Subject to the limitations set out hereinbelow, the City hereby grants and conveys to the Greers for their use and the use of their heirs, executors, administrators, and assigns a non-exclusive perpetual limited access easement for ingress and egress to and from the Greers' above-referenced property along, through, and over that certain real property owned in fee by the City and more particularly described as follows:

ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA

ALL OF THAT LIMITED ACCESS EASEMENT ENCOMPASSING 0.280 OF AN ACRE OF CITY OF ASHEBORO PROPERTY AS SHOWN ON A PLAT ENTITLED "LIMITED ACCESS EASEMENT FOR CHARLES E. GREER AND WIFE BARBARA S. GREER" AND RECORDED IN PLAT BOOK _____, PAGE _____, RANDOLPH COUNTY, NORTH CAROLINA REGISTRY.

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Said easement shall not be utilized by the Greers for parking. Furthermore, use of said easement shall not unreasonably interfere with the operation and maintenance of the City's sewer pump station which is located at 1229 East Dixie Drive in Asheboro, North Carolina. In particular, no use of the easement shall be permitted to block or in any manner obstruct the delivery by tractor-trailer trucks of supplies and materials needed for operation of the previously referenced pump station.

During intermittent time periods, the Greers' use of the above-described easement shall be further limited in that construction, maintenance, and/or operational needs associated with the City's operation and maintenance of the municipal sanitary sewer system will cause the entirety of the above-described easement area to be blocked for temporary periods of time in order to facilitate the positioning and operation of equipment and personnel needed to address these construction, maintenance, and/or operational needs. When such a blockage of the easement area occurs, the City shall make a good faith effort to limit the duration of the complete blockage

of the easement area to the minimum amount of time necessary to complete the task giving rise to the blockage.

Section 2. Maintenance and Repair of Driveway. The City shall maintain the existing driveway that is located in the easement area described in Section 1 of this Agreement in a state of repair that is comparable to the condition of the driveway at the time of the execution of this instrument. The City's maintenance of said existing driveway shall not preclude the Greers from making improvements at their sole expense within the easement area described in Section 1 of this Agreement so long as such improvements are designed and constructed in a manner that improves ingress and egress to the Greers' property without violating or exceeding any of the limitations imposed on said easement by the provisions of Section 1 of this Agreement. The City shall not be deemed under any circumstances to have any form of obligation to create, improve, and/or maintain a driveway in said easement area that exceeds the scope or quality of the existing driveway.

Section 3. Release from Liability Pertaining to Improvements Made by Greers. The Greers, for themselves, their heirs, their executors, their administrators, and their assigns, do hereby forever release and discharge the City, its personnel, its agents, its officials, and its City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity, including without limitation the Greers themselves, by reason of the construction and subsequent usage of improvements such as those referenced in Section 2 of this Agreement in said easement area.

Section 4. Easement Appurtenant. The limited access easement granted in Section 1 of this Agreement is an easement appurtenant.

Section 5. Grant of Easements by Greers to City. The Greers by these presents do hereby grant, bargain, sell, and convey unto the City, and its successors and assigns, a right-of-way and easement for accessing sewer outfall lines and the sewer pump station located at 1229 East Dixie Drive in Asheboro along, through, and over that certain 1,236.14 square feet of land needed for a permanent access easement and, furthermore, the Greers by these presents do hereby grant, bargain, sell, and convey unto the City, and its successors and assigns, subject to the limitation set out hereinbelow, a right-of-way and easement for the construction, operation, and maintenance of a sanitary sewage force main and a sanitary sewage outfall line in, along, through, and over that certain 2,672.66 square feet of land needed for a permanent sewer line easement and in, along, through, and over that certain 632.80 square feet of land needed for a construction easement. Said easements are more particularly defined and described as follows:

ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA

ALL OF THOSE PERMANENT ACCESS EASEMENTS, PERMANENT SEWER LINE EASEMENTS, AND CONSTRUCTION EASEMENTS AS SHOWN ON A PLAT ENTITLED "PROPOSED SANITARY SEWER EASEMENTS PUMPING STATION NO. 2 FORCE MAIN AND MARTIN LUTHER KING JR. DR. INTERCEPTOR PLAT PREPARED FOR CITY OF ASHEBORO" AND RECORDED IN PLAT BOOK _____, PAGE _____, RANDOLPH COUNTY, NORTH CAROLINA REGISTRY.

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Said City, and its successors and assigns, is hereby given and shall have the perpetual right and privilege of going in, upon, and over said parcel of land at any time or times, and from time to time, at its option, for the purpose of accessing and maintaining a sewer pump station and for the purpose of constructing, operating, and maintaining a sewer force main and sewer outfall line, including such alterations, replacements, and expansions of capacity as may, in its judgment, be necessary or proper as a part of the Municipal Sewer System of the City of Asheboro, North Carolina. Furthermore, the Greers hereby declare that the above-described parcel of land shall be held, sold, and conveyed subject to the following restrictive covenants and conditions that shall run with such real property and be binding on all parties, and their heirs, executors, administrators, successors, and assigns, having any right, title, or interest in the above-described parcel of land: (1) No structure, tree, shrub, or any other type of obstruction that may hinder or interfere with the facilities installed and/or maintained by the City shall be erected or maintained within the easement area; and (2) No grading that may hinder or interfere with the facilities installed and/or maintained by the City shall be performed within the easement area. However, upon completion of the construction of the sewer lines referred to above, the above-described lands shall no longer be burdened by the construction easements described by said plat of survey.

To have and to hold the aforesaid right-of-way and easement and all pipes, connections, and fittings together with all privileges and appurtenances thereunto belonging or in any wise appertaining to said City of Asheboro, North Carolina, and its successors and assigns, forever.

Section 6. Term of Agreement and Deed of Easement. This Agreement and Deed of Easement shall be effective as of the date of recordation of said instrument in the Randolph County, North Carolina Register of Deeds office, and the permanent easements granted herein shall be perpetual.

Section 7. Amendment. This Agreement and Deed of Easement shall not be modified or amended in any manner except by a writing executed and delivered by the parties hereto or their respective successors and assigns in an instrument duly recorded in the office of the Randolph County, North Carolina Register of Deeds.

Section 8. Governing Law. This Agreement and Deed of Easement shall be governed by the laws of the State of North Carolina.

Section 9. Headings. The headings are for convenience and reference only and in no way define and limit the scope and content of this Agreement and Deed of Easement or in any way affect its provisions.

Section 10. Waiver. The failure of any party to this Agreement and Deed of Easement in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant, including the right to cure a breach or default, but same shall continue and remain in full force and effect, as if no such forbearance has occurred.

Section 11. Recordation. After execution of this Agreement and Deed of Easement by both parties, the City agrees to record this instrument and all plats of survey referenced herein at the sole cost and expense of the City.

IN TESTIMONY WHEREOF, this Agreement and Deed of Easement has been executed as of the day and year first above written.

[Signature Blocks On Next Page]

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CITY OF ASHEBORO

**CHARLES E. GREER AND WIFE,
BARBARA S. GREER**

By: _____
David H. Jarrell, Mayor

_____(SEAL)
Charles E. Greer

ATTEST: _____

_____(SEAL)
Barbara S. Greer

Carol J. Cole, City Clerk

CORPORATE SEAL-STAMP

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Carol J. Cole personally came before me this date and acknowledge that she is the City Clerk of the City of Asheboro, a municipal corporation of the State of North Carolina, and that by authority duly given and as the act of the said City of Asheboro, the foregoing Instrument was signed in its name by its Mayor, sealed with the great seal of the City, and attested by herself as its City Clerk. Witness my hand and official stamp or seal this the ___ day of _____, 2003.

My Commission expires:

Notary Public

Official stamp or seal of notary

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STATE OF MISSISSIPPI

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles E. Greer and wife, Barbara S. Greer personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes herein expressed. Witness my hand and official stamp or seal, this ____ day of _____, 2003.

My commission expires:

Notary Public

Official stamp or seal of notary

There being no further business, the meeting was adjourned at 7:12 PM.

Carol J. Cole, CMC, City Clerk

David H. Jarrell, Mayor

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