

**REGULAR MEETING
ASHEBORO CITY COUNCIL
COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, AUGUST 6, 2009
7:00 p.m.**

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

David H. Jarrell) – Mayor Presiding

Talmadge S. Baker)
Edward J. Burks)
Linda H. Carter) – Council Members Present
Stuart B. Fountain)
Walker B. Moffitt)
Archie B. Priest, Sr.)
David H. Smith)

John N. Ogburn, III, City Manager
Dumont Bunker, P.E., City Engineer
Edsel L. Brown, Code Enforcement Officer
Richard L. Cox, Jr., Community Planning and Development Department Intern
Holly H. Doerr, City Clerk/Senior Legal Assistant
John L. Evans, Planner
Justin T. Luck, Community Planning and Development Department Intern
R. Reynolds Neely, Jr., Planning Director
Ralph W. Norton, Assistant Chief of Police
Deborah P. Reaves, Finance Director
James W. Smith, Fire Chief
Jeffrey C. Sugg, City Attorney

1. Call to order.

Mayor Jarrell called the meeting to order for the transaction of business, and business was transacted as follows.

2. Invocation and Pledge of Allegiance.

Mayor Jarrell asked everyone to stand and repeat the Pledge of Allegiance, after which Ken Thames of Asheboro Friends Meeting gave the invocation.

3. Appearance and recognition of guests and citizens.

Mayor Jarrell welcomed everyone in attendance and recognized Mr. Allen Bennett of Boy Scout Troop 527. Mr. Bennett was in attendance as a requirement for his "citizenship in the community" merit badge.

4. Presentation by the Winslow Group concerning the Sunset Theatre.

Mr. David Winslow of the Winslow Group reported that the public fund raising effort for the Sunset Theatre has been delayed until the fourth quarter of this year or early 2010 due to the negative economic environment. An advisory committee was formed comprising of members of the arts community and certain city staff in order to review and to give insight on the renovation plans for the theatre. Some suggestions given by the advisory committee include, but were not limited to, comfortable seating, the addition of dressing rooms backstage, and the addition of a restroom backstage that is separate from the public facilities. Mr. Winslow foresees that a major fund raising effort for such renovations to the theatre will take place in 2010. The advisory committee will continue to meet and offer suggestions designed to enable the Sunset Theatre renovation project to proceed in a smart way that reduces the amount of funding for the overall project.

5. Consent Agenda:

Upon motion by Mr. Baker and seconded by Dr. Fountain, Council voted unanimously to approve the following consent agenda items.

- (a) The minutes of the regular meeting of the City Council that was held on July 9, 2009.**
- (b) The closing of streets for Fall Festival XXXVII.**

- A copy of the map displaying the streets to be closed, including a copy of the approved parade permit, is on file and available for inspection in the City Clerk's office.
- (c) **A resolution reappointing the Honorable Russell G. Walker, Jr. as Chairperson of the Asheboro ABC Board for a term of three (3) years.**

33 RES 8-09

RESOLUTION APPOINTING THE HONORABLE RUSSELL G. WALKER, JR. TO A THREE-YEAR TERM AS CHAIRMAN OF THE ASHEBORO ABC BOARD

WHEREAS, in accordance with Section 18B-700 of the North Carolina General Statutes, the Asheboro ABC Board consists of three (3) members that are appointed by the Asheboro City Council; and

WHEREAS, Section 18B-700(a) of the North Carolina General Statutes provides in pertinent part as follows:

One member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. As the terms of the initial board members expire, their successors shall each be appointed for three-year terms. The appointing authority shall designate one member of the local board as chairman; and

WHEREAS, the Honorable Russell G. Walker, Jr. was appointed to the Asheboro ABC Board for a one-year term and designated as Chairman of the Asheboro ABC Board on August 12, 2008, when the initial local board was appointed by the Asheboro City Council; and

WHEREAS, during its first year of existence, the Asheboro ABC Board has performed its duties in a very efficient and effective manner; and

WHEREAS, the Asheboro City Council believes that it is in the best interest of the Asheboro ABC system and the municipal corporation to reappoint Chairman Walker to the Asheboro ABC Board for a full three-year term, and Chairman Walker has agreed to accept this appointment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 12, 2009, the Honorable Russell G. Walker, Jr. is appointed to a three-year term on the Asheboro ABC Board; and

BE IT FURTHER RESOLVED that the Honorable Russell G. Walker, Jr. is hereby designated as Chairman of the Asheboro ABC Board for the duration of his three-year term on the local board.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of August, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

- (d) **An ordinance amending Section 96.01 (Conditions Constituting Public Nuisances) of the Code of Asheboro.**

38 ORD 8-09

AN ORDINANCE AMENDING SECTION 96.01 OF THE CODE OF ASHEBORO

WHEREAS, Section 96.01 of the Code of Asheboro declares certain conditions to be "dangerous and prejudicial to the public health or safety and to constitute a public nuisance;" and

WHEREAS, Section 96.01(A) of the Code of Asheboro provides that one such condition constituting a public nuisance is the "uncontrolled growth of noxious weeds or grass to a height in excess of 24 inches causing or threatening to cause a hazard detrimental to the public health or safety;" and

WHEREAS, the city's Code Enforcement Officer informed the City Council, during its regular meeting in July 2009, that the requirement to wait until noxious weeds or grass reach a height in excess

of 24 inches before commencing the requisite notification and hearing procedures is allowing the said weeds and grass to reach heights that aggravate the known dangers and hazards associated with such uncontrolled growth, and this delay enhances the stress placed on city workers and equipment when action is taken to enter upon a lot in order to abate the public nuisance; and

WHEREAS, based on his research of ordinances adopted by other jurisdictions, the Code Enforcement Officer suggested to the City Council that this concern could be reasonably and rationally addressed by lowering the maximum height for the above-described weeds or grass from 24 inches to 12 inches; and

WHEREAS, the City Council agrees that the suggested amendment of Section 96.01(A) of the Code of Asheboro should be adopted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro as follows:

Section 1. Section 96.01 of the Code of Asheboro is hereby rewritten as follows:

§ 96.01 CONDITIONS CONSTITUTING PUBLIC NUISANCES.

The existence of any of the following conditions on any vacant lot or other parcel of land within the appropriate limits is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance:

(A) The uncontrolled growth of noxious weeds or grass to a height in excess of **24.12** inches causing or threatening to cause a hazard detrimental to the public health or safety.

(B) Any accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause the accumulation of stagnant water, or causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.

(C) Any accumulation of animal or vegetable matter that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.

(D) The open storage of any abandoned ice box, refrigerator, stove, glass, building material, building rubbish or similar items.

(E) Any condition detrimental to the public health which violates the rules and regulations of the county health department.

Section 2. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after September 1, 2009.

This ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on August 6, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

(e) **A resolution authorizing a contract with the Ulah Volunteer Fire Protective Association, Inc. for fire protection service for the Tot Hill Farm Development.**

34 RES 8-09

RESOLUTION APPROVING A FIRE PROTECTION SERVICE CONTRACT WITH THE ULAH VOLUNTEER FIRE PROTECTIVE ASSOCIATION, INC.
(Tot Hill Farm Development)

WHEREAS, the Tot Hill Farm Development (hereinafter referred to as the "Tot Hill Fire Protection Service Area") is located within the satellite corporate limits of the City of Asheboro; and

WHEREAS, under the fire protection standards utilized by the North Carolina Department of Insurance and applicable to the city, the Tot Hill Fire Protection Service Area must be within five (5) miles

of a municipal fire station, or the city must contract with another fire department that does have a station located in such a manner as to allow the city to comply with this standard; and

WHEREAS, the Tot Hill Fire Protection Service Area is located in excess of five (5) miles from the nearest municipal fire station; and

WHEREAS, the Ulah Volunteer Fire Protective Association, Inc., a North Carolina non-profit corporation, currently provides fire protection service to the Tot Hill Fire Protection Service Area in accordance with the applicable standards and an existing contract with the city; and

WHEREAS, the city and the Ulah Volunteer Fire Protective Association, Inc. (hereinafter referred to as "Ulah") have mutually agreed that the existing fire protection service contract should be updated; and

WHEREAS, the proposed contract has been attached to this resolution as EXHIBIT 1 and is hereby incorporated into this resolution by reference as if copied fully herein; and

WHEREAS, on the basis of its review of the contents of the proposed contract, the Asheboro City Council has determined that the terms and conditions of the proposed contract are satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the proposed contract attached to this resolution as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk for the City of Asheboro are hereby authorized and directed to execute on behalf of the City of Asheboro the said contract and any other documents necessary to implement the approved agreement with Ulah.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of August, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

EXHIBIT 1

STATE OF NORTH CAROLINA

FIRE PROTECTION SERVICE CONTRACT

COUNTY OF RANDOLPH

THIS CONTRACT is made and entered into this ____ day of _____, 2009, by and between the City of Asheboro, North Carolina, a North Carolina municipal corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "City") and the Ulah Volunteer Fire Protective Association, Inc., a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as "Ulah").

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Ulah, and pursuant to the authority granted by Section 160A-11 of the North Carolina General Statutes, the City and Ulah do hereby covenant and agree as follows:

Section 1. The City and Ulah mutually agree that their previous fire protection service contract for the Tot Hill Farm development, which was dated July 2, 2008, should be updated. Consequently, effective as of the date and time upon which this instrument is fully executed, the fire protection service contract dated July 2, 2008, shall be deemed to be terminated.

Section 2. Ulah agrees to furnish and provide continuing fire protection service, specifically including without limitation fire suppression and first responder services, to the Tot Hill Farm development effective as of the date upon which this Contract is fully executed. The fire protection service to be provided for the service area described herein, specifically including without limitation the type of response with personnel and equipment to dispatched calls for assistance from residents and property owners, shall be equal in all material aspects to the current protection provided by Ulah to other properties located within its rated fire district.

The contracted fire protection service is to continue until the end of the City's 2009-2010 fiscal year or until this Contract is terminated in accordance with the below-stated Section 4, whichever date is later. The City's fiscal year runs from July the 1st to June the 30th.

The area for which fire protection service is to be provided by Ulah under this Contract is more specifically described by the metes and bounds description attached hereto as ATTACHMENT A. This attachment is hereby incorporated into this Contract by reference as if copied fully herein.

Section 3. In consideration of the fire protection service to be provided by Ulah in accordance with the terms and conditions of this Contract, the City will pay to Ulah, within thirty (30) business days of the date upon which this Contract is fully executed, one (1) lump sum annual payment of three thousand and no/100 dollars (\$3,000.00) for fiscal year 2009-2010. Thereafter, so long as this Contract remains in effect and is not terminated in accordance with Section 4 of this Contract, the City will make an annual payment to Ulah of three thousand and no/100 dollars (\$3,000.00) for each fiscal year during which the above-described fire protection service is to be provided. This annual payment shall be paid on or before the 31st day of July in the new fiscal year for which service is to be provided.

Section 4. Either the City or Ulah may terminate this Contract, with or without cause, by giving timely written notice of the intent to terminate the Contract. Such a termination of the Contract shall be deemed to be effective at 11:59 p.m. on the last day of the fiscal year in which notice of the intent to terminate the Contract is delivered to the receiving party. In order to be deemed timely, this notice must be provided a minimum of sixty (60) days prior to the end of the last business day of the final fiscal year in which fire protection service is to be provided under this Contract. Any such notice of termination shall be deemed properly delivered upon the placement of the notice in the custody of the United States Postal Service for delivery by registered or certified mail, return receipt requested, to the principal office of the party receiving the notice of intent to terminate the Contract.

IN WITNESS WHEREOF, the City of Asheboro has caused this Contract to be signed in its name by its Mayor and attested by its City Clerk, and the Ulah Volunteer Fire Protective Association, Inc. has caused this contract to be signed in its name by its President and attested by the Secretary of the non-profit corporation.

CITY OF ASHEBORO

By: _____
David H. Jarrell, Mayor
City of Asheboro

ATTEST:

Holly H. Doerr, City Clerk
City of Asheboro

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Deborah P. Reaves, Finance Officer
City of Asheboro

**ULAH VOLUNTEER FIRE
PROTECTIVE ASSOCIATION, INC.**

By: _____
(Signature)

(Name, typed or printed)

(Title, typed or printed)

ATTEST:

(Signature)

(Name, typed or printed)

(Title, typed or printed)

ATTACHMENT A

FIRE PROTECTION SERVICE AREA

(Tot Hill Farm Area 1)

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at an existing iron rod set on the northwestern margin of the 60-foot right-of-way for Tot Hill Farm Road (North Carolina Secondary Road 1163) and located by means of the North Carolina Coordinate System at the coordinates of North 688,927.604 feet and East 1,732,125.633 feet (NAD 83); thence from the said beginning point South 59 degrees 47 minutes 38 seconds East 60.00 feet across the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 30 degrees 31 minutes 25 seconds West 328.59 feet along the southeastern margin of Tot Hill Farm Road to an existing iron rod; thence in a southwesterly direction along an arc having a radius of 2,030.13 feet and an arc distance of 1,171.79 feet (Chord Bearing and Distance = South 47 degrees 15 minutes 35 seconds West 1,155.59 feet, Delta Angle = 33 degrees 04 minutes 16 seconds, Tangent = 602.72 feet) to an existing iron rod; thence continuing in a southwesterly direction along an arc having a radius of 2,030.13 feet and an arc distance of 410.15 feet (Chord Bearing and Distance = South 69 degrees 34 minutes 57 seconds West 409.45 feet, Delta Angle = 11 degrees 34 minutes 32 seconds, Tangent = 205.78 feet) to an existing iron rod; thence South 14 degrees 55 minutes 09 seconds East 44.59 feet to an existing iron rod; thence North 73 degrees 22 minutes 10 seconds East 386.88 feet to an existing iron rod; thence South 14 degrees 55 minutes 53 seconds East 57.59 feet to an existing iron rod; thence South 65 degrees 24 minutes 54 seconds East 117.61 feet to an existing iron rod; thence South 18 degrees 43 minutes 26 seconds West 214.02 feet to an existing iron rod; thence South 73 degrees 22 minutes 10 seconds West 400.24 feet to an existing iron rod; thence North 00 degrees 57 minutes 57 seconds West 141.77 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 175.00 feet and an arc distance of 187.91 feet (Chord Bearing and Distance = North 60 degrees 12 minutes 19 seconds West 179.01 feet, Delta Angle = 61 degrees 31 minutes 17 seconds, Tangent = 104.16 feet) to an existing iron rod; thence continuing in a northwesterly direction along an arc having a radius of 25.00 feet and an arc distance of 31.41 feet (Chord Bearing and Distance = North 65 degrees 26 minutes 18 seconds West 29.38 feet, Delta Angle = 71 degrees 59 minutes 14 seconds, Tangent = 18.16 feet) to an existing iron rod; thence along the southern margin of the 50-foot right-of-way for Tot Hill Trail (a private road) the following courses and distances: South 79 degrees 40 minutes 02 seconds West 83.62 feet to an existing iron rod; thence in a southwesterly direction along an arc having a radius of 25.00 feet and an arc distance of 30.71 feet (Chord Bearing and Distance = South 44 degrees 28 minutes 57 seconds West 28.82 feet, Delta Angle = 70 degrees 23 minutes 29 seconds, Tangent = 17.63 feet) to an existing iron rod; thence along the eastern margin of the right-of-way for Tot Hill Trail the following courses and distances: South 09 degrees 17 minutes 13 seconds West 211.61 feet to an existing iron rod; thence South 04 degrees 23 minutes 06 seconds West 75.38 feet to an existing iron rod; thence South 49 degrees 18 minutes 39 seconds East 316.18 feet to an existing iron rod; thence South 37 degrees 25 minutes 29 seconds East 207.88 feet to an existing iron rod; thence South 65 degrees 52 minutes 39 seconds East 271.62 feet to an existing iron rod; thence South 06 degrees 15 minutes 38 seconds West 59.61 feet to an existing iron rod; thence South 18 degrees 39 minutes 08 seconds West 443.10 feet to an existing iron rod; thence South 89 degrees 42 minutes 05 seconds West 786.80 feet to an existing iron rod; thence North 08 degrees 20 minutes 34 seconds West 228.23 feet to an existing iron rod; thence South 89 degrees 44 minutes 07 seconds West 377.88 feet to an existing iron rod; thence South 89 degrees 36 minutes 53 seconds West 695.28 feet to an existing iron rod; thence North 63 degrees 27 minutes 41 seconds East 142.95 feet to an existing iron rod; thence North 53 degrees 21 minutes 12 seconds East 198.93 feet to an existing iron rod; thence North 68 degrees 24 minutes 26 seconds East 191.30 feet to an existing iron rod; thence North 70 degrees 21 minutes 53 seconds East 92.24 feet to an existing iron rod; thence North 49 degrees 44 minutes 15 seconds East 195.17 feet to an existing iron rod; thence North 85 degrees 49 minutes 31 seconds East 160.33 feet to an existing iron rod; thence North 78 degrees 30 minutes 34 seconds East 98.59 feet to an existing iron rod; thence North 89 degrees 03 minutes 24 seconds East 159.23 feet to an existing iron rod; thence North 74 degrees 48 minutes 00 seconds East 176.75 feet to an existing iron rod; thence South 15 degrees 05 minutes 24 seconds East 80.69 feet to an existing iron rod; thence along the western margin of the right-of-way for Tot Hill Trail the following courses and distances: North 23 degrees 09 minutes 27 seconds East 113.82 feet to an existing iron rod; thence continuing in a northeasterly direction along an arc having a radius of 150.00 feet and an arc distance of 50.48 feet (Chord Bearing and Distance = North 13 degrees 31 minutes 02 seconds East 50.24 feet, Delta Angle = 19 degrees 16 minutes 48 seconds, Tangent = 25.48 feet) to an existing iron rod; thence North 03 degrees 52 minutes 38 seconds East 245.06 feet to an existing iron rod; thence North 08 degrees 35 minutes 14 seconds East 72.96 feet to an existing iron rod; thence North 88 degrees 55 minutes 38 seconds West 73.75 feet to an existing iron rod; thence South 23 degrees 46 minutes 13 seconds West 21.29 feet to an existing iron rod; thence North 60 degrees 37 minutes 51 seconds West 78.68 feet to an existing iron rod; thence South 28 degrees 10 minutes 51 seconds West 101.92 feet to an existing iron rod; thence South 89 degrees 40 minutes 03 seconds West 104.91 feet to an existing iron rod; thence North 00 degrees 20 minutes 22 seconds East 46.10 feet to an existing iron rod; thence North 27 degrees 08 minutes 00 seconds West 31.74 feet to an existing iron rod; thence North 04 degrees 42 minutes 37 seconds East 47.75 feet to an existing iron rod; thence North 40 degrees 05 minutes 58 seconds East 31.42 feet to an existing iron rod; thence South 88 degrees 34 minutes 48 seconds East 112.99 feet to an existing iron rod; thence North 06 degrees 27 minutes 04 seconds East 88.90 feet to an

existing iron rod; thence North 02 degrees 54 minutes 58 seconds East 73.30 feet to an existing iron rod set in the southern margin of the right-of-way for Tot Hill Farm Road; thence along the southern margin of the right-of-way for the Tot Hill Farm Road the following course and distance: South 84 degrees 28 minutes 15 seconds West 606.68 feet to an existing iron rod; thence following the southern margin of the right-of-way for Tot Hill Farm Road in a southwesterly direction along an arc having a radius of 525.33 feet and an arc distance of 39.05 feet (Chord Bearing and Distance = South 86 degrees 00 minutes 14 seconds West 39.04 feet, Delta Angle = 04 degrees 15 minutes 31 seconds, Tangent = 19.53 feet) to an existing iron rod; thence South 44 degrees 21 minutes 42 seconds West 257.88 feet to an existing iron rod; thence South 36 degrees 56 minutes 43 seconds West 166.18 feet to an existing iron rod; thence South 52 degrees 36 minutes 21 seconds West 204.08 feet to an existing iron rod; thence South 31 degrees 07 minutes 51 seconds West 251.15 feet to an existing iron rod; thence South 31 degrees 42 minutes 35 seconds West 170.31 feet to an existing iron rod; thence South 29 degrees 07 minutes 45 seconds West 49.10 feet to an existing iron rod; thence South 29 degrees 37 minutes 06 seconds West 269.87 feet to an existing iron rod; thence South 59 degrees 11 minutes 21 seconds West 451.72 feet to an existing iron rod; thence South 38 degrees 35 minutes 22 seconds West 164.24 feet to an existing iron rod; thence South 41 degrees 59 minutes 18 seconds West 160.23 feet to an existing iron rod; thence South 27 degrees 15 minutes 27 seconds West 223.80 feet to an existing iron rod; thence South 43 degrees 21 minutes 28 seconds West 258.75 feet to an existing iron rod; thence South 68 degrees 42 minutes 28 seconds West 352.52 feet to an existing iron rod; thence South 87 degrees 57 minutes 20 seconds West 197.11 feet to an existing iron rod; thence North 01 degree 26 minutes 23 seconds East 84.91 feet to an existing iron rod; thence North 01 degree 07 minutes 14 seconds West 366.03 feet to an existing iron rod; thence North 52 degrees 04 minutes 19 seconds East 368.98 feet to an existing iron rod; thence North 20 degrees 46 minutes 16 seconds East 207.72 feet to an existing iron rod; thence North 28 degrees 21 minutes 10 seconds East 283.42 feet to an existing iron rod; thence North 21 degrees 20 minutes 34 seconds West 372.51 feet to an existing iron rod; thence North 05 degrees 12 minutes 46 seconds West 215.96 feet to an existing iron rod; thence North 06 degrees 26 minutes 33 seconds East 152.90 feet to an existing iron rod; thence South 83 degrees 33 minutes 34 seconds East 70.04 feet to an existing iron rod; thence South 34 degrees 10 minutes 42 seconds East 164.79 feet to an existing iron rod; thence South 33 degrees 31 minutes 11 seconds East 107.97 feet to an existing iron rod; thence South 39 degrees 27 minutes 18 seconds East 61.87 feet to an existing iron rod; thence South 25 degrees 18 minutes 03 seconds West 71.31 feet to an existing iron rod; thence South 35 degrees 42 minutes 01 second East 64.16 feet to an existing iron rod; thence South 30 degrees 09 minutes 02 seconds West 200.21 feet to an existing iron rod; thence South 56 degrees 55 minutes 45 seconds East 94.96 feet to an existing iron rod; thence North 45 degrees 48 minutes 00 minutes East 541.74 feet to an existing iron rod; thence North 33 degrees 06 minutes 29 seconds East 272.49 feet to an existing iron rod; thence North 66 degrees 55 minutes 09 seconds East 154.30 feet to an existing iron rod; thence North 45 degrees 33 minutes 09 seconds East 177.74 feet to an existing iron rod; thence North 50 degrees 31 minutes 41 seconds East 126.84 feet to an existing iron rod; thence North 57 degrees 28 minutes 57 seconds East 346.70 feet to an existing iron rod set in the southwestern margin of the right-of-way for Tot Hill Farm Road; thence North 44 degrees 06 minutes 49 seconds West 227.64 feet along the southwestern margin of the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 81 degrees 26 minutes 46 seconds West 264.71 feet to an existing iron rod; thence South 55 degrees 27 minutes 01 second West 540.57 feet to an existing iron rod; thence South 50 degrees 29 minutes 42 seconds West 96.43 feet to an existing iron rod; thence North 40 degrees 38 minutes 59 seconds West 144.00 feet to an existing iron rod; thence North 01 degrees 48 minutes 05 seconds East 85.75 feet to an existing iron rod; thence North 25 degrees 39 minutes 32 seconds West 93.76 feet to an existing iron rod; thence North 04 degrees 40 minutes 14 seconds West 622.82 feet to an existing iron rod; thence North 88 degrees 00 minutes 36 seconds West 117.07 feet to an existing iron rod; thence North 38 degrees 49 minutes 11 seconds West 80.36 feet to an existing iron rod; thence North 17 degrees 24 minutes 01 second East 147.05 feet to an existing iron rod; thence North 15 degrees 45 minutes 34 seconds West 135.00 feet to an existing iron rod; thence North 74 degrees 54 minutes 39 seconds East 165.69 feet to an existing iron rod; thence South 83 degrees 52 minutes 28 seconds East 176.74 feet to an existing iron pipe; thence North 06 degrees 30 minutes 25 seconds East 144.00 feet to an existing iron rod; thence South 72 degrees 52 minutes 51 seconds East 172.97 feet to an existing iron rod; thence North 88 degrees 43 minutes 32 seconds East 104.37 feet to an existing iron rod; thence North 35 degrees 09 minutes 33 seconds East 86.94 feet to an existing iron rod; thence North 55 degrees 22 minutes 01 second East 80.76 feet to an existing iron rod; thence North 42 degrees 38 minutes 14 seconds East 65.19 feet across the right-of-way for Tot Hill Farm Road to an existing iron rod set in the eastern margin of the right-of-way for Tot Hill Farm Road; thence along the eastern margin of the right-of-way for Tot Hill Farm Road the following course and distance: South 32 degrees 58 minutes 02 seconds East 141.54 feet to an existing iron rod; thence continuing to follow the eastern margin of the right-of-way for Tot Hill Farm Road in a southeasterly direction along an arc having a radius of 355.35 feet and an arc distance of 222.56 feet (Chord Bearing and Distance = South 21 degrees 08 minutes 36 seconds East 218.94 feet, Delta Angle = 35 degrees 53 minutes 04 seconds, Tangent = 115.06 feet) to an existing iron rod; thence South 03 degrees 11 minutes 58 seconds East 402.73 feet along the eastern margin of the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 77 degrees 35 minutes 29 seconds East 337.65 feet to an existing iron rod; thence North 28 degrees 51 minutes 47 seconds East 137.77 feet to an existing iron rod; thence North 45 degrees 04 minutes 51 seconds East 138.78 feet to an existing iron rod; thence North 12 degrees 12 minutes 36 seconds East 196.64 feet to an existing iron rod; thence North 08 degrees 44 minutes 49 seconds West 270.44 feet to an existing iron rod; thence North 87 degrees 34 minutes 45 seconds East 33.04 feet to an existing iron rod; thence South 82 degrees 44 minutes 57 seconds East 30.37 feet to an existing iron rod; thence North 29 degrees 12 minutes 58 seconds East 51.86 feet to an existing iron rod; thence North 54 degrees 38 minutes 33

seconds East 22.30 feet to an existing iron rod; thence South 86 degrees 24 minutes 06 seconds East 40.70 feet to an existing iron rod; thence South 15 degrees 34 minutes 20 seconds East 24.48 feet to an existing iron rod; thence South 34 degrees 07 minutes 31 seconds East 17.06 feet to an existing iron rod; thence South 87 degrees 24 minutes 18 seconds East 43.22 feet to an existing iron rod; thence South 76 degrees 41 minutes 01 second East 33.73 feet to an existing iron rod; thence South 46 degrees 05 minutes 28 seconds East 74.97 feet to an existing iron rod; thence South 58 degrees 11 minutes 15 seconds East 53.08 feet to an existing iron rod; thence South 74 degrees 18 minutes 40 seconds East 46.17 feet to an existing iron rod; thence South 51 degrees 39 minutes 27 seconds East 58.56 feet to an existing iron rod; thence South 22 degrees 28 minutes 06 seconds East 45.35 feet to an existing iron rod; thence South 42 degrees 29 minutes 19 seconds East 28.43 feet to an existing iron rod; thence South 85 degrees 04 minutes 05 seconds East 22.92 feet to an existing iron rod; thence North 65 degrees 46 minutes 21 seconds East 20.34 feet to an existing iron rod; thence South 36 degrees 31 minutes 30 seconds East 85.43 feet to an existing iron rod; thence South 13 degrees 31 minutes 34 seconds East 56.36 feet to an existing iron rod; thence South 06 degrees 55 minutes 16 seconds West 82.60 feet to an existing iron rod; thence South 33 degrees 07 minutes 06 seconds West 78.31 feet to an existing iron rod; thence South 49 degrees 23 minutes 04 seconds West 72.01 feet to an existing iron rod; thence South 33 degrees 01 minute 34 seconds East 194.41 feet to an existing iron rod; thence South 02 degrees 45 minutes 20 seconds East 129.84 feet to an existing iron rod; thence South 24 degrees 17 minutes 37 seconds West 87.53 feet to an existing iron rod; thence South 42 degrees 08 minutes 18 seconds East 24.69 feet to an existing iron rod; thence South 20 degrees 35 minutes 49 seconds West 325.23 feet to an existing iron rod; thence South 13 degrees 26 minutes 33 seconds West 60.76 feet to an existing iron rod; thence South 29 degrees 24 minutes 57 seconds West 23.97 feet to an existing iron rod set in the northern margin of the right-of-way for Tot Hill Farm Road; thence continuing along the northern margin of the right-of-way for Tot Hill Farm Road the following courses and distances: North 84 degrees 28 minutes 15 seconds East 362.20 feet to an existing iron rod; thence North 78 degrees 33 minutes 58 seconds East 70.61 feet to an existing iron rod; thence in a northwesterly direction along the western margin of the right-of-way for High Meadow Drive (a private road) following an arc having a radius of 146.19 feet and an arc distance of 45.69 feet (Chord Bearing and Distance = North 14 degrees 56 minutes 51 seconds West 45.50 feet, Delta Angle = 17 degrees 54 minutes 19 seconds, Tangent = 23.03 feet) to an existing iron rod; thence North 23 degrees 54 minutes 01 second West 20.56 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 211.56 feet and an arc distance of 241.85 feet (Chord Bearing and Distance = North 08 degrees 50 minutes 59 seconds East 228.90 feet, Delta Angle = 65 degrees 30 minutes 00 seconds, Tangent = 136.08 feet) to an existing iron rod; thence North 41 degrees 35 minutes 59 seconds East 15.24 feet to an existing iron rod; thence North 63 degrees 09 minutes 42 seconds West 93.23 feet to an existing iron rod; thence North 10 degrees 53 minutes 50 seconds East 84.53 feet to an existing iron rod; thence North 04 degrees 12 minutes 58 seconds West 93.02 feet to an existing iron rod; thence North 01 degree 21 minutes 29 seconds East 428.99 feet to an existing iron rod; thence North 40 degrees 02 minutes 08 seconds East 252.59 feet to an existing iron rod; thence North 89 degrees 09 minutes 53 seconds East 97.08 feet to an existing iron rod; thence South 46 degrees 53 minutes 38 seconds East 44.42 feet to an existing iron rod; thence South 63 degrees 23 minutes 33 seconds East 74.95 feet to an existing iron rod; thence South 02 degrees 43 minutes 22 seconds East 49.99 feet to an existing iron rod; thence South 88 degrees 39 minutes 21 seconds East 61.27 feet to an existing iron rod; thence North 50 degrees 50 minutes 12 seconds East 24.97 feet to an existing iron rod; thence South 28 degrees 23 minutes 39 seconds East 252.11 feet to an existing iron rod; thence South 50 degrees 49 minutes 32 seconds West 100.01 feet to an existing iron rod; thence South 04 degrees 36 minutes 02 seconds East 182.72 feet to an existing iron rod; thence South 53 degrees 09 minutes 17 seconds West 47.40 feet to an existing iron rod; thence South 28 degrees 56 minutes 52 seconds East 60.00 feet to an existing iron rod; thence South 60 degrees 49 minutes 24 seconds West 184.00 feet to an existing iron rod; thence South 52 degrees 35 minutes 52 seconds West 199.60 feet to an existing iron rod; thence North 81 degrees 07 minutes 35 seconds West 49.05 feet to an existing iron rod; thence South 41 degrees 35 minutes 59 seconds West 47.11 feet to an existing iron rod; thence in a southwesterly direction along the eastern margin of the right-of-way for High Meadow Drive following an arc having a radius of 161.56 feet and an arc distance of 184.70 feet (Chord Bearing and Distance = South 08 degrees 50 minutes 59 seconds West 174.80 feet, Delta Angle = 65 degrees 30 minutes 00 seconds, Tangent = 103.92 feet) to an existing iron rod; thence continuing along the eastern margin of the right-of-way for High Meadow Drive the following courses and distances: South 23 degrees 54 minutes 01 second East 20.56 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 196.19 feet and an arc distance of 64.46 feet (Chord Bearing and Distance = South 14 degrees 29 minutes 14 seconds East 64.17 feet, Delta Angle = 18 degrees 49 minutes 34 seconds, Tangent = 32.53 feet) to an existing iron rod; thence South 84 degrees 06 minutes 27 seconds East 70.95 feet to an existing iron rod; thence along the northern margin of the right-of-way for Tot Hill Farm Road the following courses and distances: North 87 degrees 47 minutes 26 seconds East 24.04 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 1,970.13 feet and an arc distance of 1,904.01 feet (Chord Bearing and Distance = North 58 degrees 24 minutes 38 seconds East 1,830.77 feet, Delta Angle = 55 degrees 22 minutes 22 seconds, Tangent = 1,033.74 feet) to an existing iron rod; thence North 30 degrees 45 minutes 37 seconds East 187.58 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 30.00 feet and an arc distance of 47.54 feet (Chord Bearing and Distance = North 14 degrees 40 minutes 17 seconds West 42.72 feet, Delta Angle = 90 degrees 47 minutes 41 seconds, Tangent = 30.42 feet) to an existing iron rod; thence along the western margin of the 50-foot right-of-way for Stone Bridge Road (a private road) the following courses and distances: North 60 degrees 04 minutes 07 seconds West 89.42 feet to an existing iron rod; thence North 29 degrees 55 minutes 53 seconds East 15.00 feet to an existing iron rod; thence North 60 degrees 04 minutes 07 seconds West 12.53 feet to an existing iron rod; thence in a

northwesterly direction along an arc having a radius of 256.03 feet and an arc distance of 338.92 feet (Chord Bearing and Distance = North 22 degrees 08 minutes 44 seconds West 314.71 feet, Delta Angle = 75 degrees 50 minutes 43 seconds, Tangent = 199.48 feet) to an existing iron rod; thence North 15 degrees 46 minutes 38 seconds East 47.33 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 326.53 feet and an arc distance of 181.00 feet (Chord Bearing and Distance = North 00 degrees 06 minutes 08 seconds West 178.69 feet, Delta Angle = 31 degrees 45 minutes 35 seconds, Tangent = 92.89 feet) to an existing iron rod; thence North 15 degrees 58 minutes 56 seconds West 14.28 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 842.10 feet and an arc distance of 205.10 feet (Chord Bearing and Distance = North 09 degrees 00 minutes 11 seconds West 204.59 feet, Delta Angle = 13 degrees 57 minutes 17 seconds, Tangent = 103.06 feet) to an existing iron rod; thence North 02 degrees 01 minute 38 seconds West 164.21 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 1,584.04 feet and an arc distance of 116.33 feet (Chord Bearing and Distance = North 04 degrees 07 minutes 52 seconds West 116.30 feet, Delta Angle = 4 degrees 12 minutes 28 seconds, Tangent = 58.19 feet) to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 30.00 feet and an arc distance of 25.64 feet (Chord Bearing and Distance = North 60 degrees 03 minutes 10 seconds West 24.86 feet, Delta Angle = 48 degrees 57 minutes 47 seconds, Tangent = 13.66 feet) to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 1,564.04 feet and an arc distance of 129.54 feet (Chord Bearing and Distance = South 04 degrees 24 minutes 00 seconds East 129.50 feet, Delta Angle = 04 degrees 44 minutes 44 seconds, Tangent = 64.81 feet) to an existing iron rod; thence South 02 degrees 01 minute 38 seconds East 289.09 feet to an existing iron rod; thence South 81 degrees 28 minutes 51 seconds West 62.28 feet to an existing iron rod; thence South 24 degrees 29 minutes 31 seconds West 401.80 feet to an existing iron rod; thence South 31 degrees 08 minutes 23 seconds West 194.73 feet to an existing iron rod; thence South 58 degrees 34 minutes 48 seconds West 383.03 feet to an existing iron rod; thence North 78 degrees 19 minutes 21 seconds West 171.76 feet to an existing iron rod; thence North 36 degrees 13 minutes 30 seconds West 259.79 feet to an existing iron rod; thence North 11 degrees 13 minutes 48 seconds West 440.79 feet to an existing iron rod; thence North 68 degrees 58 minutes 11 seconds East 68.98 feet to an existing iron rod; thence North 18 degrees 09 minutes 33 seconds East 105.94 feet to an existing iron rod; thence North 04 degrees 01 minute 47 seconds East 117.45 feet to an existing iron rod; thence North 74 degrees 13 minutes 29 seconds East 76.54 feet to an existing iron rod; thence North 12 degrees 53 minutes 23 seconds East 76.84 feet to an existing iron rod; thence North 79 degrees 44 minutes 19 seconds East 54.10 feet to an existing iron rod; thence North 16 degrees 42 minutes 19 seconds West 58.85 feet to an existing iron rod; thence North 29 degrees 32 minutes 53 seconds East 56.91 feet to an existing iron rod; thence North 78 degrees 52 minutes 30 seconds East 102.63 feet to an existing iron rod; thence North 46 degrees 41 minutes 44 seconds East 79.40 feet to an existing iron rod; thence South 87 degrees 27 minutes 22 seconds East 47.93 feet to an existing iron rod; thence North 43 degrees 26 minutes 36 seconds East 55.20 feet to an existing iron rod; thence North 77 degrees 05 minutes 02 seconds East 287.93 feet to an existing iron rod; thence North 46 degrees 10 minutes 48 seconds East 114.40 feet to an existing iron rod; thence North 25 degrees 14 minutes 07 seconds East 105.60 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 162.88 feet and an arc distance of 178.46 feet (Chord Bearing and Distance = South 38 degrees 45 minutes 14 seconds East 169.66 feet, Delta Angle = 62 degrees 46 minutes 34 seconds, Tangent = 99.37 feet) to an existing iron rod; thence South 07 degrees 21 minutes 57 seconds East 132.51 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 30.00 feet and an arc distance of 25.97 feet (Chord Bearing and Distance = North 45 degrees 15 minutes 16 seconds East 25.17 feet, Delta Angle = 49 degrees 36 minutes 14 seconds, Tangent = 13.86 feet) to an existing iron rod; thence North 07 degrees 21 minutes 57 seconds West 117.23 feet along the western margin of the right-of-way for Stone Bridge Road to an existing iron rod; thence continuing to follow the margin of the right-of-way for Stone Bridge Road in a northwesterly direction along an arc having a radius of 182.88 feet and an arc distance of 250.25 feet (Chord Bearing and Distance = North 46 degrees 34 minutes 02 seconds West 231.17 feet, Delta Angle = 78 degrees 24 minutes 09 seconds, Tangent = 149.16 feet) to an existing iron rod; thence North 85 degrees 46 minutes 14 seconds West 151.87 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 2,479.48 feet and an arc distance of 157.71 feet (Chord Bearing and Distance = North 87 degrees 35 minutes 34 seconds West 157.68 feet, Delta Angle = 03 degrees 38 minutes 39 seconds, Tangent = 78.88 feet) to an existing iron rod; thence South 89 degrees 43 minutes 26 seconds West 368.25 feet to an existing iron rod; thence South 37 degrees 34 minutes 50 seconds East 193.49 feet to an existing iron rod; thence South 66 degrees 09 minutes 57 seconds West 63.93 feet to an existing iron rod; thence North 52 degrees 28 minutes 25 seconds West 57.76 feet to an existing iron rod; thence South 70 degrees 55 minutes 00 seconds West 98.84 feet to an existing iron rod; thence South 51 degrees 01 minute 55 seconds West 110.03 feet to an existing iron rod; thence South 46 degrees 54 minutes 25 seconds West 559.15 feet to an existing iron rod; thence South 00 degrees 25 minutes 07 seconds West 353.97 feet to an existing iron rod; thence South 57 degrees 31 minutes 15 seconds East 64.90 feet to an existing iron rod; thence South 00 degrees 25 minutes 07 seconds West 98.01 feet to an existing iron rod; thence South 72 degrees 25 minutes 32 seconds West 158.48 feet to an existing iron rod; thence North 65 degrees 39 minutes 22 seconds West 108.74 feet to an existing iron rod; thence North 43 degrees 16 minutes 35 seconds West 97.36 feet to an existing iron rod; thence North 19 degrees 39 minutes 41 seconds West 92.98 feet to an existing iron rod; thence North 69 degrees 12 minutes 50 seconds West 82.09 feet to an existing iron rod; thence North 00 degrees 00 minutes 00 seconds East 144.20 feet to an existing iron rod; thence North 06 degrees 58 minutes 59 seconds West 492.37 feet to an existing iron rod set in the southern margin of the 50-foot right-of-way for Stable Brook Road (a private road); thence following the southern margin of the right-of-way for Stable Brook Road in a northwesterly direction along an arc having a radius of 289.00 feet and an arc distance

of 64.66 feet (Chord Bearing and Distance = North 84 degrees 03 minutes 24 seconds West 64.53 feet, Delta Angle = 12 degrees 49 minutes 12 seconds, Tangent = 32.47 feet) to an existing iron rod; thence South 17 degrees 01 minute 48 seconds West 520.99 feet to an existing iron rod; thence North 49 degrees 46 minutes 57 seconds West 194.23 feet to an existing iron rod; thence South 53 degrees 00 minutes 11 seconds West 59.30 feet to an existing iron rod; thence South 12 degrees 54 minutes 55 seconds West 294.71 feet to an existing iron rod; thence North 30 degrees 08 minutes 17 seconds West 78.56 feet to an existing iron rod; thence North 89 degrees 43 minutes 46 seconds West 127.78 feet to an existing iron rod; thence North 45 degrees 58 minutes 11 seconds West 151.98 feet to an existing iron rod; thence North 49 degrees 20 minutes 52 seconds West 90.69 feet to an existing iron rod; thence North 77 degrees 21 minutes 06 seconds West 30.00 feet to an existing iron rod; thence North 27 degrees 48 minutes 35 seconds East 190.26 feet to an existing iron rod; thence North 14 degrees 24 minutes 37 seconds East 359.41 feet to an existing iron rod; thence North 53 degrees 49 minutes 18 seconds West 79.87 feet to an existing iron rod; thence North 36 degrees 10 minutes 42 seconds East 370.02 feet to an existing iron rod; thence North 36 degrees 10 minutes 42 seconds East 1,884.97 feet to an existing iron pipe; thence South 04 degrees 03 minutes 43 seconds West 1,161.16 feet to an existing iron pipe control corner; thence South 03 degrees 44 minutes 40 seconds West 213.84 feet to an existing iron rod; thence South 04 degrees 02 minutes 35 seconds West 205.24 feet to an existing iron pipe control corner; thence North 89 degrees 45 minutes 36 seconds East 363.09 feet to an existing iron rod; thence South 19 degrees 45 minutes 31 seconds East 30.07 feet to an existing iron rod set in the northern margin of the right-of-way for Stone Bridge Road; thence continuing along the northern margin of the right-of-way for Stone Bridge Road in a northeasterly direction along an arc having a radius of 254.81 feet and an arc distance of 86.26 feet (Chord Bearing and Distance = North 79 degrees 23 minutes 51 seconds East 85.85 feet, Delta Angle = 19 degrees 23 minutes 48 seconds, Tangent = 43.55 feet) to an existing iron rod; thence North 89 degrees 43 minutes 26 seconds East 447.98 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 2,529.48 feet and an arc distance of 160.89 feet (Chord Bearing and Distance = South 87 degrees 35 minutes 34 seconds East 160.86 feet, Delta Angle = 03 degrees 38 minutes 39 seconds, Tangent = 80.47 feet) to an existing iron rod; thence South 85 degrees 46 minutes 14 seconds East 151.87 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 232.88 feet and an arc distance of 318.67 feet (Chord Bearing and Distance = South 46 degrees 34 minutes 03 seconds East 294.38 feet, Delta Angle = 78 degrees 24 minutes 12 seconds, Tangent = 189.94 feet) to an existing iron rod; thence South 07 degrees 21 minutes 57 seconds East 166.42 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 1,634.04 feet and an arc distance of 152.22 feet (Chord Bearing and Distance = South 04 degrees 41 minutes 45 seconds East 152.16 feet, Delta Angle = 05 degrees 20 minutes 15 seconds, Tangent = 76.17 feet) to an existing iron rod; thence South 02 degrees 01 minute 38 seconds East 164.21 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 792.10 feet and an arc distance of 192.92 feet (Chord Bearing and Distance = South 09 degrees 00 minutes 10 seconds East 192.44 feet, Delta Angle = 13 degrees 57 minutes 17 seconds, Tangent = 96.94 feet) to an existing iron rod; thence South 15 degrees 58 minutes 56 seconds East 14.28 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 376.53 feet and an arc distance of 208.71 feet (Chord Bearing and Distance = South 00 degrees 06 minutes 11 seconds East 206.05 feet, Delta Angle = 31 degrees 45 minutes 32 seconds, Tangent = 107.11 feet) to an existing iron rod; thence South 15 degrees 46 minutes 38 seconds West 47.33 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 206.03 feet and an arc distance of 272.73 feet (Chord Bearing and Distance = South 22 degrees 08 minutes 35 seconds East 253.25 feet, Delta Angle = 75 degrees 50 minutes 41 seconds, Tangent = 160.52 feet) to an existing iron rod; thence South 60 degrees 04 minutes 07 seconds East 12.53 feet to an existing iron rod; thence North 29 degrees 55 minutes 53 seconds East 15.00 feet to an existing iron rod; thence South 60 degrees 04 minutes 07 seconds East 90.10 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 30.00 feet and an arc distance of 47.18 feet (Chord Bearing and Distance = North 74 degrees 52 minutes 40 seconds East 42.47 feet, Delta Angle = 90 degrees 06 minutes 26 seconds, Tangent = 30.06 feet) to the point and place of the BEGINNING, and containing 196.43 acres of land, more or less, to be annexed.

This description is in accordance with an annexation map of the Tot Hill Farm area prepared for the City of Asheboro by David Ward Surveying. This annexation map was drawn under the supervision of Roland D. Ward, Professional Land Surveyor with Registration Number L-2728. The said annexation map is dated April 28, 2008, with a revision date of May 12, 2008.

(Tot Hill Farm Area 2)

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at an existing iron rod set on the common property line between Tot Hill Farm, LLC and the Dassow Property Corp. property described in Deed Book 1516, Page 507 and in Deed Book 1231, Page 1789 in the Randolph County Public Registry, this beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 685,338.941 feet and East 1,728,652.489 feet (NAD 83); thence from the said beginning point along the common property line with the Dassow Property Corp. the following course and distance: South 82 degrees 57 minutes 46 seconds West 684.67 feet to an existing iron rod; thence North 47 degrees 38 minutes 27 seconds East 330.94 feet to an existing iron rod; thence North 79 degrees 21 minutes 43 seconds East 202.92 feet to an existing iron rod; thence

South 53 degrees 08 minutes 41 seconds East 294.37 feet to the point and place of the BEGINNING, and containing 2.009 acres of land, more or less, to be annexed.

This description is in accordance with an annexation map of the Tot Hill Farm area prepared for the City of Asheboro by David Ward Surveying. This annexation map was drawn under the supervision of Roland D. Ward, Professional Land Surveyor with Registration Number L-2728. The said annexation map is dated April 29, 2008, with a revision date of May 12, 2008.

- (f) **A resolution authorizing a contract with the Ulah Volunteer Fire Protective Association, Inc. for fire protection service for the Asheboro Regional Airport.**

35 RES 8-09

RESOLUTION APPROVING A FIRE PROTECTION SERVICE CONTRACT WITH THE ULAH VOLUNTEER FIRE PROTECTIVE ASSOCIATION, INC.
(Asheboro Regional Airport)

WHEREAS, the Asheboro Regional Airport (hereinafter referred to as the "Airport Fire Protection Service Area") is located within the satellite corporate limits of the City of Asheboro; and

WHEREAS, under the fire protection standards utilized by the North Carolina Department of Insurance and applicable to the city, the Airport Fire Protection Service Area must be within five (5) miles of a municipal fire station, or the city must contract with another fire department that does have a station located in such a manner as to allow the city to comply with this standard; and

WHEREAS, the Airport Fire Protection Service Area is located in excess of five (5) miles from the nearest municipal fire station; and

WHEREAS, the Ulah Volunteer Fire Protective Association, Inc., a North Carolina non-profit corporation, currently provides fire protection service to the Airport Fire Protection Service Area in accordance with the applicable standards and an existing contract with the city; and

WHEREAS, the city and the Ulah Volunteer Fire Protective Association, Inc. (hereinafter referred to as "Ulah") have mutually agreed that the existing fire protection service contract should be updated; and

WHEREAS, the proposed contract has been attached to this resolution as EXHIBIT 1 and is hereby incorporated into this resolution by reference as if copied fully herein; and

WHEREAS, on the basis of its review of the contents of the proposed contract, the Asheboro City Council has determined that the terms and conditions of the proposed contract are satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the proposed contract attached to this resolution as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk for the City of Asheboro are hereby authorized and directed to execute on behalf of the City of Asheboro the said contract and any other documents necessary to implement the approved agreement with Ulah.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of August, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

EXHIBIT 1

STATE OF NORTH CAROLINA

FIRE PROTECTION SERVICE CONTRACT

COUNTY OF RANDOLPH

THIS CONTRACT is made and entered into this ____ day of _____, 2009, by and between the City of Asheboro, North Carolina, a North Carolina municipal corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "City") and the Ulah Volunteer Fire Protective Association, Inc., a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as "Ulah").

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Ulah, and pursuant to the authority granted by Section 160A-11 of the North Carolina General Statutes, the City and Ulah do hereby covenant and agree as follows:

Section 1. The City and Ulah mutually agree that their previous fire protection service contract for the Asheboro Regional Airport, which was dated May 14, 2007, should be updated. Consequently, effective as of the date and time upon which this instrument is fully executed, the fire protection service contract dated May 14, 2007, shall be deemed to be terminated.

Section 2. Ulah agrees to furnish and provide continuing fire protection service, specifically including without limitation fire suppression and first responder services, to the Asheboro Regional Airport effective as of the date upon which this Contract is fully executed. The fire protection service to be provided for the service area described herein, specifically including without limitation the type of response with personnel and equipment to dispatched calls for assistance from residents and property owners, shall be equal in all material aspects to the current protection provided by Ulah to other properties located within its rated fire district.

The contracted fire protection service is to continue until the end of the City's 2009-2010 fiscal year or until this Contract is terminated in accordance with the below-stated Section 4, whichever date is later. The City's fiscal year runs from July the 1st to June the 30th.

The area for which fire protection service is to be provided by Ulah under this Contract is more specifically described by the property map entitled "EXHIBIT 'A'" that is attached hereto as ATTACHMENT 1. This attachment is hereby incorporated into this Contract by reference as if copied fully herein.

Section 3. In consideration of the fire protection service to be provided by Ulah in accordance with the terms and conditions of this Contract, the City will pay to Ulah, within thirty (30) business days of the date upon which this Contract is fully executed, one (1) lump sum annual payment of six hundred and no/100 dollars (\$600.00) for fiscal year 2009-2010. Thereafter, so long as this Contract remains in effect and is not terminated in accordance with Section 4 of this Contract, the City will make an annual payment to Ulah of six hundred and no/100 dollars (\$600.00) for each fiscal year during which the above-described fire protection service is to be provided. This annual payment shall be paid on or before the 31st day of July in the new fiscal year for which service is to be provided.

Section 4. Either the City or Ulah may terminate this Contract, with or without cause, by giving timely written notice of the intent to terminate the Contract. Such a termination of the Contract shall be deemed to be effective at 11:59 p.m. on the last day of the fiscal year in which notice of the intent to terminate the Contract is delivered to the receiving party. In order to be deemed timely, this notice must be provided a minimum of sixty (60) days prior to the end of the last business day of the final fiscal year in which fire protection service is to be provided under this Contract. Any such notice of termination shall be deemed properly delivered upon the placement of the notice in the custody of the United States Postal Service for delivery by registered or certified mail, return receipt requested, to the principal office of the party receiving the notice of intent to terminate the Contract.

IN WITNESS WHEREOF, the City of Asheboro has caused this Contract to be signed in its name by its Mayor and attested by its City Clerk, and the Ulah Volunteer Fire Protective Association, Inc. has caused this contract to be signed in its name by its President and attested by the Secretary of the non-profit corporation.

CITY OF ASHEBORO

By: _____
David H. Jarrell, Mayor
City of Asheboro

ATTEST:

Holly H. Doerr, City Clerk
City of Asheboro

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Deborah P. Reaves, Finance Officer
City of Asheboro

**ULAH VOLUNTEER FIRE
PROTECTIVE ASSOCIATION, INC.**

By: _____
(Signature)

(Name, typed or printed)

(Title, typed or printed)

ATTEST:

(Signature)

(Name, typed or printed)

(Title, typed or printed)

ATTACHMENT 1

[Attachment 1 is attached to the original resolution on file in the City Clerk's office.]

(g) A resolution authorizing the disposal of a damaged city-owned police vehicle.

36 RES 8-09

RESOLUTION AUTHORIZING THE DISPOSAL OF A DAMAGED POLICE VEHICLE

WHEREAS, Article IX, Section 9.3 of the Charter of the City of Asheboro provides that the City Council shall have the power granted by Chapter 160A, Article 12 of the General Statutes of North Carolina to sell any personal property belonging to the City of Asheboro; and

WHEREAS, Section 160A-265 of the North Carolina General Statutes authorizes the City of Asheboro (hereinafter referred to as the City), in the discretion of the City Council, to dispose of personal property belonging to the City regardless of the method utilized by the City to acquire the property; and

WHEREAS, Section 160A-266 of the North Carolina General Statutes authorizes the utilization of private negotiation and sale for the disposal of an item of personal property belonging to the City where the item of personal property is valued at less than thirty thousand dollars (\$30,000.00); and

WHEREAS, Section 160A-267 provides that if the City Council proposes to dispose of property by private sale, a resolution must be adopted authorizing a city official to dispose of the personal property by private sale at a negotiated price and notice of the contents of the resolution authorizing the private sale shall be published once after the adoption of the resolution; and

WHEREAS, a city-owned 2003 Ford Crown Victoria (VIN 2FAHP71W63X175195) assigned to the municipal police department was flooded while being operated during a heavy rain event on June 18, 2009; and

WHEREAS, after an appraisal was performed by representatives of the risk pool through which the city obtained comprehensive insurance coverage for the damaged vehicle, city staff members were informed that the damaged vehicle was deemed to be a total loss; and

WHEREAS, in settlement of the city's claim for damages under its comprehensive insurance coverage, and after accounting for the city's deductible of five hundred dollars (\$500.00), the risk pool has offered to pay to the city the sum of seven thousand fifty dollars (\$7,050.00), on the condition that the city assign title to the vehicle to the North Carolina League of Municipalities so that the said vehicle can be sold for salvage; and

WHEREAS, the Asheboro City Council has concluded that the proposed settlement of the city's claim is reasonable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. The city-owned 2003 Ford Crown Victoria (VIN 2FAHP71W63X175195), which was rendered inoperable on June 18, 2009, when the vehicle was flooded while being operated during a heavy rain event, is hereby declared to be surplus property.

Section 2. The Asheboro City Manager is hereby authorized to assign the title to this surplus vehicle to the North Carolina League of Municipalities in order to settle the pending insurance claim.

Section 3. Notice of the contents of this resolution shall be published once in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, and, in accordance with Section 160A-267 of the North Carolina General Statutes, the sale of this surplus vehicle shall not be consummated until ten (10) days have elapsed since the date of publication of the said notice.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 6, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

6. Land Use Issues:

Due to the existence of a financial conflict of interest, upon motion by Mr. Smith and seconded by Mr. Baker, Council voted unanimously to excuse Mr. Moffitt from participating in the Council's consideration of agenda item 6(a). Council Members Baker, Burks, Carter, Fountain, Priest, and Smith voted in favor of the motion.

- (a) **RZ-09-05: Request to rezone from Randolph County Zoning to R40 (Low Density Residential).** The property of Moffitts, Inc. is located on the north side of Old Humble Mill Road approximately 3,200 feet east of Old Cox Road and consists of approximately 124.377 acres of land. Randolph County Parcel Identification Number 7679244918 more specifically identifies the property. This property is more commonly known as the Richland Village manufactured home park.

Mayor Jarrell opened the public hearing on the following request.

Mr. Neely presented the Planning Department's request to place the above-described property into a city zoning district, more specifically an R40 Low-Density Residential zoning district. The Planning Department Staff and the Planning Board recommended approval of the request based on the following:

"Rezoning from Randolph County zoning to Asheboro City zoning is necessary due to the City's recent annexation of the property. Considering the current use (manufactured home park) and the agricultural and low-density character of the surrounding area, staff believes the low-density residential (R40) zoning classification is generally within the public interest by allowing a reasonable use of the property."

The annexation referenced in the preceding paragraph became effective as of June 30, 2009.

Mr. Walker Moffitt was present to answer questions.

There being no further comments from the public, Mayor Jarrell closed the public hearing.

Upon motion by Mr. Baker and seconded by Mr. Smith, Council adopted the recommendation of the Planning Board and approved the requested rezoning. Council Members Baker, Burks, Carter, Fountain, Priest, and Smith voted in favor of the motion.

- (b) **SUP-09-03: Request for Special Use Permit for a Public Use Facility.** The property of Asheboro City Schools is located at 400 Country Club Drive and consists of approximately 4.48 acres of land. Randolph County Parcel Identification Number 7750667006 more specifically identifies the property.

Mayor Jarrell opened the public hearing on the following request.

Mr. Neely was sworn in and presented the staff's analysis of the Applicant's request including the submitted site plan. The Applicant, Asheboro City Schools, requested a Special Use Permit authorizing a public use facility.

The triggering event for this application is the fact that the Asheboro City School System wishes to replace an existing concession stand with a larger, modern concession stand that has restroom facilities. The concession stand is classified as a public use facility.

Under the Asheboro Zoning Ordinance, if public use facilities cannot meet all of the requirements of the zoning ordinance, the proposed land use must be reviewed by the Asheboro City Council through the Special Use Permit process. In this case, a Special Use Permit is required for the new concession stand because the proposed location of the structure deviates from certain setback requirements.

Mr. Ben Morgan, Esq., was sworn in and addressed the four standard tests.

There being no further comments, nor opposition from the public, Mayor Jarrell closed the public hearing. An audiotape of the testimony presented during this hearing is on file in the City Clerk's office.

Upon motion by Mr. Smith and seconded by Mr. Priest, Council Members Baker, Burks, Carter, Fountain, Moffitt, Priest, and Smith voted unanimously to approve the requested Special Use Permit. The issuance of this Special Use Permit was based on the four standard tests being met.

The formal findings of fact, conclusions of law, and order granting the Special Use Permit will be entered by the Council during regular session on September 10, 2009. This order will reflect certain conditions imposed upon this permit as a consequence of the testimony presented during the hearing of this matter.

- (c) **Discussion pertaining to the setting and advertising of dates for a public informational meeting and a subsequent public hearing concerning the updating of the Land Development Plan.**

Mr. Justin Luck requested that a public informational meeting be held on August 27, 2009 at 7:00 p.m. in the Sunset Theatre followed by a public hearing to be held at the Council's regular September meeting in regards to the proposed revisions to the Land Development Plan. Additionally, Mr. Luck asked for Council's approval to use funds for advertising the above-referenced meetings. Upon motion by Mr. Smith and seconded by Mr. Priest, Council unanimously approved the scheduling of the public informational meeting and the public hearing in addition to using city funds for advertising said meetings.

7. **Consideration of a petition received from Harold and Anita Nwamu requesting contiguous annexation of 1.01 acres of land located at 777 Honeysuckle Road.**

Mayor Jarrell opened the public hearing on the proposed contiguous annexation of 1.01 acres of land located 777 Honeysuckle Road.

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

Mr. Bunker presented and recommended adoption, by reference, of an annexation ordinance that, effective August 6, 2009, annexed into the City of Asheboro certain territory located at 777 Honeysuckle Road. This territory is more specifically described herein below.

Upon motion by Mr. Priest and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinance by reference.

Ordinance Number 39 ORD 8-09
**ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF ASHEBORO, NORTH
CAROLINA**
(1.32 Acres of Land Located at 777 Honeysuckle Road)

WHEREAS, pursuant to Section 160A-31 of the North Carolina General Statutes, the owners of all of the real property located outside of the public street right-of-way and within the proposed annexation area hereinafter described submitted a signed petition to the Asheboro City Council requesting that the said area be annexed to the City of Asheboro; and

WHEREAS, on July 9, 2009, the Asheboro City Council directed, by means of a duly adopted resolution, the City Clerk of the City of Asheboro to investigate the sufficiency of the petition, and the city clerk has certified the sufficiency of the said petition; and

WHEREAS, at the direction of the city council, the City of Asheboro did publish to the public on the 16th day of July, 2009 in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, a notice setting forth that, during the Asheboro City Council's regular August meeting at 7:00 o'clock p.m. on the 6th day of August, 2009, at the City of Asheboro Municipal Building, a public hearing would be held in order to consider the adoption of an ordinance annexing the said area to the City of Asheboro; and

WHEREAS, the said public hearing was in fact held on the 6th day of August, 2009; and

WHEREAS, the city council has determined that the petition meets the requirements of Section 160A-31 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina as follows:

Section 1. By virtue of the authority granted in the North Carolina General Statutes, Chapter 160A, Article 4A, Part 1, the following described area is hereby annexed and made part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a computed point in the northern margin of the 60-foot right-of-way for Honeysuckle Road (North Carolina Secondary Road No. 2293) at the southeastern corner of the Harold C. Nwamu property described as Lots 135-150 on a plat of survey recorded in Plat Book 12, Page 2, Randolph County Public Registry and described in Deed Book 1771, Page 1414, Randolph County Public Registry, the said point is located North 86 degrees 32 minutes 57 seconds West 731.77 feet from the center of the intersection of Honeysuckle Road with the 60-foot right-of-way for Ingram Drive (North Carolina Secondary Road No. 2292); thence from the said Beginning point North 88 degrees 50 minutes 46 seconds West 57.16 feet along the northern margin of the right-of-way for Honeysuckle Road to a computed point; thence South 01 degree 31 minutes 37 seconds West 60.03 feet across Honeysuckle Road to a computed point in the southern margin of the right-of-way for Honeysuckle Road; thence along the existing primary corporate limits line for the City of Asheboro, which follows the southern margin of the right-of-way for Honeysuckle Road, the following courses and distances: North 88 degrees 52 minutes 36 seconds West 102.02 feet to a computed point; thence North 88 degrees 39 minutes 50 seconds West 42.01 feet to a computed point; thence North 88 degrees 53 minutes 54 seconds West 19.50 feet to a computed point; thence North 88 degrees 48 minutes 26 seconds West 74.27 feet to a computed point; thence following the existing primary corporate limits of the City of Asheboro North 26 degrees 25 minutes 49 seconds East 66.23 feet across Honeysuckle Road to a computed point in the northern margin of the right-of-way for Honeysuckle Road; thence continuing along the existing primary corporate limits line for the City of Asheboro that divides the above-described Harold Nwamu property the following course and distance: North 26 degrees 25 minutes 49 seconds East 220.14 feet to a computed point; thence South 89 degrees 06 minutes 45 seconds East 176.07 feet along the Phillip E. Bumgarner and Betty Bumgarner property described in Deed Book 1090, Page 84, Randolph County Public Registry to a computed point; thence along the western boundary line of the Cranford Enterprises property described as Lots 123-134 on a plat of survey recorded in Plat Book 12, Page 2, Randolph County Public Registry and described in Deed Book 1771, Page 1414, Randolph County Public Registry the following course and distance: South 02 degrees 00 minutes 35 seconds West 199.89 feet to the point and place of BEGINNING, and containing 1.32 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey entitled "Annexation Map For HAROLD C. NWAMU PROPERTY." This plat of survey was

prepared by the City of Asheboro Engineering Department. The said plat of survey is dated June 25, 2009, and the job number for the plat of survey is 09026.

Section 2. Upon and after August 6, 2009, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. Said territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the office of the Register of Deeds of Randolph County, North Carolina, and in the office of the Secretary of State of North Carolina at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Randolph County Board of Elections, as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and effect upon and after the 6th day of August, 2009.

This ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of August, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

Approved as to form:

s/ Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

8. Request by Charles Willard of WRTB, a non-profit church association, to address the city council regarding the potential conditional donation of land to the City of Asheboro.

Mr. Charles Willard of WRTB (We Read The Bible), a non-profit church association, presented an informational DVD and requested an opportunity to discuss with the council's public works committee the possibility of donating a piece of land to the city on behalf of WRTB. With the general consent of the Council, Mayor Jarrell referred this issue to the council's public works committee.

9. Public comment period.

There being no comments from the public, Mayor Jarrell closed the public comment period.

10. Consideration of a resolution of intent to close the Rich Avenue right-of-way (street not built) and a portion of Dublin Road Extension, as request by Frank Edmondson, IV of Franson, LLC and Double E Investments, LLC.

Mr. Bunker presented and recommended adoption, by reference, of the aforementioned resolution.

Upon motion by Mr. Baker and seconded by Dr. Fountain, Council voted unanimously to adopt the following resolution by reference.

37 RES 8-09

RESOLUTION OF INTENT TO PERMANENTLY CLOSE RICH AVENUE AND A PORTION OF DUBLIN ROAD EXTENSION

WHEREAS, Section 160A-299 of the North Carolina General Statutes prescribes the procedure to be followed by a city in order to permanently close a street or alley; and

WHEREAS, in response to a written request from a member-manager of Franson, LLC and Double E Investment Group, LLC, the City Council of the City of Asheboro has determined that it is advisable to formally consider the permanent closure of Rich Avenue, which has never been built, and a certain portion of Dublin Road Extension; and

WHEREAS, in order for a municipality to lawfully permanently close a street, Section 160A-299 of the North Carolina General Statutes requires that a city council first adopt a resolution declaring its intent to permanently close the street in question and then call a public hearing on the question.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. It is the intent of the City Council of the City of Asheboro to permanently close the 50-foot right-of-way for Rich Avenue, which has never been built, and a certain portion of the right-of-way for Dublin Road Extension. The rights-of-way proposed for permanent closure are located within the corporate limits of the City of Asheboro and are more particularly described as follows:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 1-inch existing iron pipe set at the southeast corner of the 50-foot right-of-way platted for Rich Avenue on a plat of survey recorded in Plat Book 6, Page 47, Randolph County Public Registry, the said Beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 708,712.939 feet and East 1,763,530.144 feet (NAD 83); thence from the said Beginning point North 88 degrees 47 minutes 34 seconds West 2.08 feet along the southern margin of the right-of-way for Rich Avenue to a 1-inch existing iron pipe in concrete; thence continuing along the southern margin of the right-of-way for Rich Avenue the following course and distance: North 88 degrees 47 minutes 34 seconds West 266.16 feet to a $\frac{3}{8}$ -inch existing iron rod in a 1-inch existing iron pipe in concrete; thence along the western terminus of the right-of-way for Rich Avenue the following courses and distances: North 01 degree 52 minutes 56 seconds East 24.90 feet to a $\frac{1}{2}$ -inch existing iron rod; thence North 01 degree 15 minutes 18 seconds East 25.14 feet to a $\frac{5}{8}$ -inch existing iron rod in a 1-inch existing iron pipe in concrete; thence along the northern margin of the right-of-way for Rich Avenue the following courses and distances: South 88 degrees 49 minutes 28 seconds East 85.05 feet to a $\frac{1}{2}$ -inch existing iron rod with a cap; thence South 88 degrees 42 minutes 26 seconds East 179.74 feet to a point not set; thence South 88 degrees 42 minutes 26 seconds East 9.85 feet to the base of a $\frac{3}{8}$ -inch existing iron rod set at the northeastern corner of the platted 50-foot right-of-way for Rich Avenue; thence across the proposed new southern terminus of the right-of-way for Dublin Road Extension the following course and distance: South 88 degrees 42 minutes 26 seconds East 96.54 feet to a point not set; thence along the western margin of the 60-foot right-of-way for Dublin Road (North Carolina Secondary Road No. 2197) the following course and distance: South 37 degrees 46 minutes 37 seconds East 32.91 feet to a concrete right-of-way monument; thence along the existing southern terminus of Dublin Road Extension the following courses and distances: North 88 degrees 47 minutes 46 seconds West 29.93 feet to a concrete right-of-way monument; thence North 89 degrees 39 minutes 02 seconds West 29.81 feet to a concrete right-of-way monument; thence South 71 degrees 21 minutes 50 seconds West 68.29 feet to the point and place of the BEGINNING, and being all of that certain 17,139 square feet (0.393 of an acre) of land, more or less, encompassed by the preceding metes and bounds description, specifically including the right-of-way for Rich Avenue and the above-described portion of Dublin Road Extension. The right-of-way to be permanently closed is shown on the plat of survey referenced below.

This description is in accordance with a plat of survey entitled "PLAT FOR PROPOSED CLOSING OF A PORTION OF RIGHT OF WAY FOR RICH AVENUE AND DUBLIN ROAD EXT." that was drawn under the supervision of Jerry A. King, a Professional Land Surveyor with registration number L-3373. The said plat of survey is dated June 30, 2009, is identified by Job # 5704 D 10, and is hereby incorporated into this resolution by reference as if copied fully herein.

Section 2. A public hearing on the question of the proposed permanent closure of the above-described right-of-way for Rich Avenue and a portion of Dublin Road Extension is hereby called and is to be held at the regular meeting of the City Council of the City of Asheboro on September 10, 2009, at 7:00 p.m. in the Council Chamber of the City of Asheboro Municipal Building, which is located at 146 North Church Street in Asheboro. At this public hearing, any person may be heard on the question of whether or not the intended closing of the above-described right-of-way for Rich Avenue and a portion of Dublin Road Extension would be detrimental to the public interest or the property rights of any individual.

Section 3. The city clerk is hereby directed to cause the publication of this Resolution of Intent once a week for four (4) successive weeks prior to the above-referenced public hearing in *The Courier Tribune*, a newspaper of general circulation in the City of Asheboro and Randolph County.

Section 4. The city clerk is further directed to transmit a copy of this Resolution of Intent by registered or certified mail to each owner of property adjoining Rich Avenue and Dublin Road Extension. The identity of said property owners is to be determined on the basis of the Randolph County Tax Department's records.

Section 5. The city clerk is further directed to cause the prominent posting of this Resolution of Intent in a minimum of two (2) locations along both Rich Avenue and Dublin Road Extension.

This Resolution of Intent was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of August, 2009.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

11. Report on satellite annexation of property owned by North Carolina Zoological Society, Inc. (268.18 acres of land located along Old Cox Road, Lions Rest Road and Ross Harris Road) by local act of the North Carolina General Assembly effective July 24, 2009.

Mr. Bunker reported that the above-described land was annexed into the satellite corporate limits of the City of Asheboro effective July 24, 2009 by local act of the North Carolina General Assembly.

12. Discussion of items not on the agenda.

Chief Smith reported that the fire department was recently reconsidered to receive a grant that would provide the funding of three (3) additional firefighters. If the city receives this grant, it will receive four (4) yearly payments to fund the salaries for the additional firefighters.

Additionally, Chief Smith reported that the fire department recently received approximately \$197,000 (an information technology grant) for computer equipment and programming, and within the past few weeks, the fire department applied for a fire station construction grant for approximately \$1,840,000.00 for the construction of a new fire station. Chief Smith will update the Council as to the results of this application.

13. Motion to go into closed session.

Mayor Jarrell entertained a motion to go into closed session pursuant to the statutory provisions found in Section 143-318.11(a)(5) of the North Carolina General Statutes in order to establish and instruct the mayor and city staff concerning the position to be taken by and on behalf of the city council in negotiating the price and other material terms of a proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to go into closed session.

14. Closed session.

A general account of the closed session held pursuant to Section 143.318.11(a)(5) of the North Carolina General Statutes will be prepared for approval by the city council during its regular September meeting.

15. Return to open session.

After returning to open session, there was no other business to bring before the Council.

There being no further business, the meeting was adjourned at 8:50 p.m.

s/ Holly H. Doerr
Holly H. Doerr, City Clerk

s/ David H. Jarrell
David H. Jarrell, Mayor