

ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2009

Action Agenda
Item No. 4-j

SUBJECT: Approval of Boundary Line Agreement for Seven Mile Creek Preserve

DEPARTMENT: Environment and Resource
Conservation

PUBLIC HEARING: (Y/N)

No

ATTACHMENTS

- 1) Site Map
- 2) Boundary Agreement (Draft)

INFORMATION CONTACT:

David Stancil, 245-2510
Rich Shaw, 245-2510

PURPOSE: To resolve boundary overlaps and gaps among property owned by the Friends of Moorefields, the Crutchfield heirs and Orange County by a boundary agreement.

BACKGROUND: In October 2009 the Board authorized a survey of property for the County's acquisition of land from the Friends of Moorefields for the Seven Mile Creek Preserve. A preliminary survey of the property revealed some boundary gaps and overlaps for a portion of the County's existing property acquired in the 1970s and for the property to be acquired.

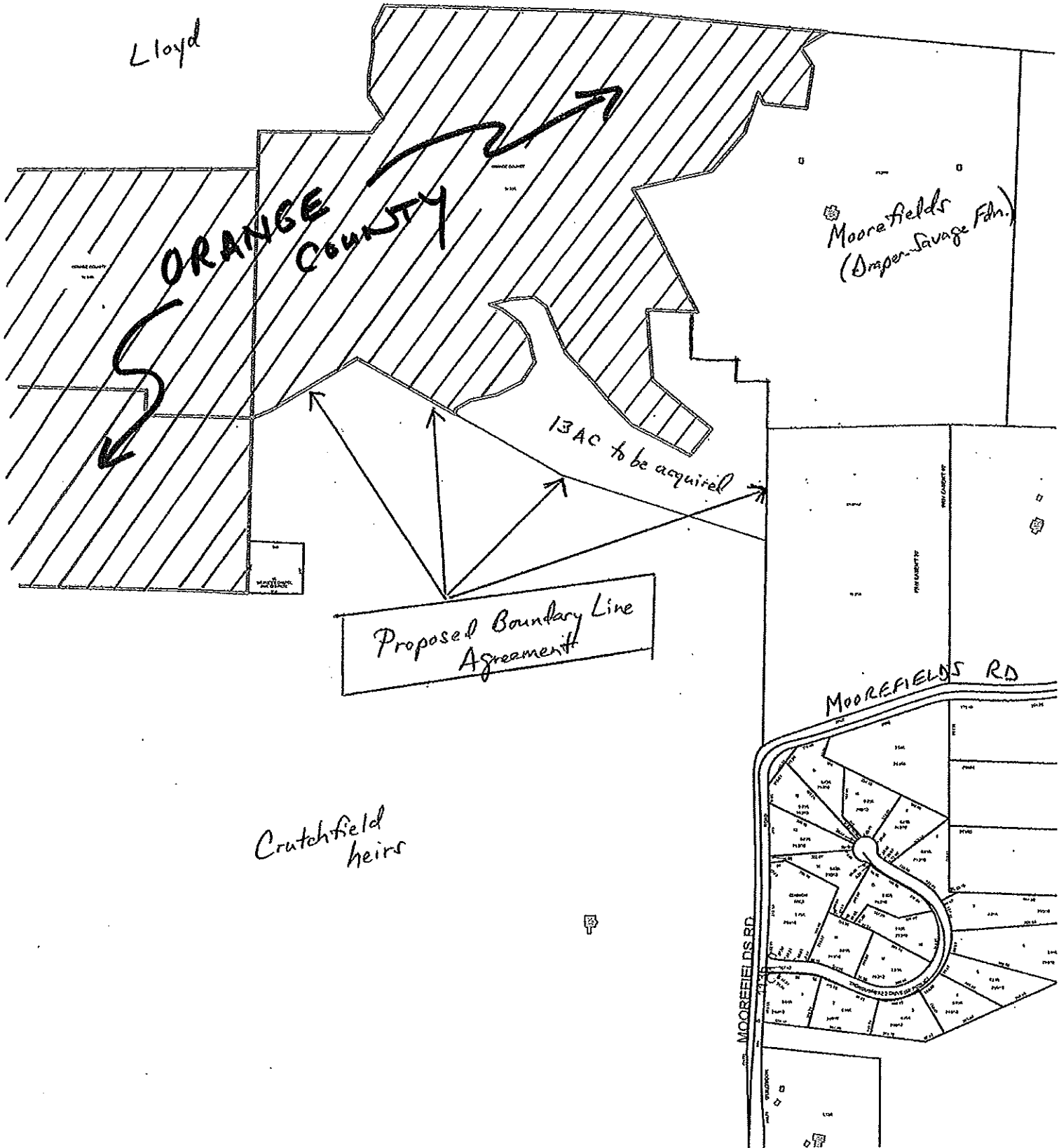
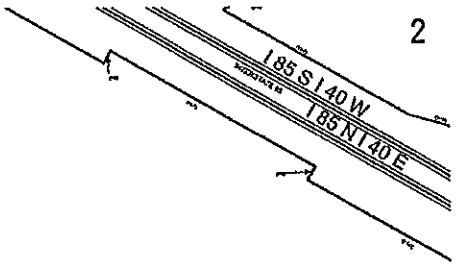
ERCD is working with attorneys handling the transaction between the County and the Friends of Moorefields and the adjacent landowners to resolve the boundary issues with a boundary line agreement to be signed by all parties. The adjacent landowners have expressed their willingness to sign such an agreement. A draft boundary agreement is attached.

The signed agreement would be recorded with the Register of Deeds.

FINANCIAL IMPACT: There will be no change in the price the County will pay for the purchase of the property from the Friends of Moorefields.

RECOMMENDATION: The Manager recommends the Board approve the boundary agreement, authorize the Chair to sign the boundary agreement on behalf of the County, and authorize the agreement to be recorded contemporaneously with the recording of the documents to be recorded as part of the County's purchase of the Moorefields property.

ATTACHMENT 1 Seven Mile Creek Preserve Boundary Line Agreement



[DRAFT]

This instrument was prepared by and return to Geoffrey E. Gledhill,
P.O. Drawer 1529, Hillsborough, NC 27278

NORTH CAROLINA

BOUNDARY AGREEMENT
QUITCLAIM DEED

ORANGE COUNTY

This boundary agreement and quitclaim deed made and entered into this the _____ day of _____, 2009, by and among Patsy M. Upton and husband, John P. Upton, whose mailing address is 215 N. Cameron Street, Hillsborough, NC 27278, Richard M. Moore (unmarried), whose mailing address is 9253 NC Highway 48, Whitakers, NC 27891 and Hilda S. Alford and husband, Charles Alford, whose mailing address is 2009 Fern Drive, Greenville, NC 27858 (hereinafter Crutchfield Heirs);

and

Friends of Moorefields, a North Carolina non-profit corporation, Trustee of the Effie Draper-Savage - Nellie Draper Dick Memorial Foundation, having an address of 2201 Moorefields Road, Hillsborough, North Carolina 27278 (hereinafter Friends);

and

Orange County, North Carolina, a body politic and corporate, a political subdivision of the State of North Carolina, having an address of P.O. Box 8181, Hillsborough, North Carolina 27278 (hereinafter County).

WITNESSETH:

WHEREAS, Crutchfield Heirs are the owners of that tract described as Orange County P.I.N. 9853-47-0588, and

WHEREAS, Friends are the owners of those tracts described as Orange County P.I.N. 9854-70-2643 and Orange County P.I.N. 9853-79-7619, and

WHEREAS, County is the owner of that tract described as Orange County P.I.N. 9854-61-3017;

WHEREAS, Crutchfield Heirs' tract is located on the south and west sides of the tract of Friends and on the south side of the tract of County, and

WHEREAS, some question has arisen as to the location of the boundary line among Crutchfield Heirs, Friends and County, and

WHEREAS, County has caused a survey to be made of so much of the property owned by Crutchfield Heirs, Friends and County, as depicts their common boundary, and

WHEREAS, Crutchfield Heirs, Friends and County have agreed to a common boundary line among their parcels, which common boundary line is more particularly described according to an Alois Callemyn, P.L.S., survey as follows:

Beginning at a rock, a point labeled "B" which point is S 2° 25' 22" E 221.59' from an existing concrete monument, a point labeled "A," CONTROL CORNER, and which point "B" is in a new northern line of Crutchfield Heirs and a new southern line of County and running thence N 57° 55' 26" E 476.81' to a rock pile, a point labeled "C," thence S 62° 31' 22" E 464.66' to an iron pin set, a point labeled "D," thence along a new northern line of Crutchfield heirs and a new southern line of Friends S 62° 31' 22" E 472.70' to a rock and point labeled "E," thence S 73° 29' 40" E 831.41' to an iron pin set, a point labeled "F," thence along a new eastern line of Crutchfield and a new western line of Friends S 01° 49' 49" W 386.98' to an iron pin set, a point labeled "G," thence S 01° 00' 17" W 444.18' to an iron pin set, a point labeled "H," all according to plat and survey titled "BOUNDARY LINE AGREEMENT PROPERTY SURVEYED FOR ORANGE COUNTY," by Alois Callemyn, P.L.S. 2544, which plat is recorded at Plat Book _____, Page _____, Orange County Registry. The above boundary line description is hereinafter referred to as the "Boundary Line."

In order to further release any interest on the northern side of said line from point "B" to point "D", Crutchfield Heirs, for and in consideration of the above premises and the sum of one dollar and other good and valuable considerations in hand paid by County, the receipt of which is hereby acknowledged, do hereby convey unto County, its heirs and assigns, premises described as follows:

Being all lands lying on the north side of the Boundary Line from point "B" to point "D."

In order to further release any interest on the southern side of said line from point "B" to point "D," County, for and in consideration of the above premises and the sum of one dollar and

other good and valuable considerations in hand paid by Crutchfield Heirs, the receipt of which is hereby acknowledged, do hereby convey unto County, its heirs and assigns, premises described as follows:

Being all lands lying on the south side of the Boundary Line from point "B" to point "D."

In order to further release any interest on the northern side of said line from point "D" to point "F", Crutchfield Heirs, for and in consideration of the above premises and the sum of one dollar and other good and valuable considerations in hand paid by Friends, the receipt of which is hereby acknowledged, do hereby convey unto Friends, its heirs and assigns, premises described as follows:

Being all lands lying on the northern side of the Boundary Line from point "D" to point "F."

In order to further release any interest on the southern side of said line from point "D" to point "F," Friends, for and in consideration of the above premises and the sum of one dollar and other good and valuable considerations in hand paid by Crutchfield Heirs, the receipt of which is hereby acknowledged, do hereby convey unto Crutchfield Heirs, their heirs and assigns, premises described as follows:

Being all lands lying on the southern side of the Boundary Line from point "D" to point "F."

In order to further release any interest on the eastern side of said line from point "F" to point "H", Crutchfield Heirs, for and in consideration of the above premises and the sum of one dollar and other good and valuable considerations in hand paid by Friends, the receipt of which is hereby acknowledged, do hereby convey unto Friends, its heirs and assigns, premises described as follows:

Being all lands lying on the eastern side of the Boundary Line from point "F" to point "H."

In order to further release any interest on the western side of said line from point "F" to point "H," Friends, for and in consideration of the above premises and the sum of one dollar and other good and valuable considerations in hand paid by Crutchfield Heirs, the receipt of which is hereby acknowledged, do hereby convey unto Crutchfield Heirs, their heirs and assigns, premises described as follows:

Being all lands lying on the western side of the Boundary Line from point "F" to point "H."

To have and to hold the above described premises, with all the appurtenances thereunto belonging, or in anywise appertaining unto Crutchfield Heirs, Friends and County, their heirs and assigns, respectively, forever.

Crutchfield Heirs, Friends and County each covenant with the other that they are seized of their respective premises in fee, and have the right to convey the same in fee simple; that said premises are free from liens and encumbrances except as stated above, if any; and that they will warrant and defend the said title to the same against the lawful claims of all persons whomever.

In witness whereof, Crutchfield Heirs, Friends and County have hereunto set their hand and seals, the day and year first above written.

Patsy M. Upton

John P. Upton

Richard M. Moore

Hilda S. Alford

Charles Alford

EFFIE DRAPER-SAVAGE - NELLIE
DRAPER DICK MEMORIAL FOUNDATION

By: _____
Cathleen Turner, President
Friends of Moorefields
Trustee of the Effie
Draper-Savage - Nellie
Draper Dick Memorial
Foundation

ATTEST:

_____, Secretary,
Friends of Moorefields

ORANGE COUNTY, NORTH CAROLINA

By: _____
Valerie P. Foushee, Chair
Orange County Board of
Commissioners

ATTEST:

Donna S. Baker, Clerk
to the Board of Commissioners

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public for _____
County, North Carolina do hereby certify that Patsy M. Upton and
husband, John P. Upton personally appeared before me and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day
of _____, 2009.

Notary Public

Printed Name of Notary:

My commission expires:

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public for _____
County, North Carolina do hereby certify that Richard M. Moore
personally appeared before me and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day
of _____, 2009.

Notary Public

Printed Name of Notary:

My commission expires:

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public for _____
County, North Carolina do hereby certify that Hilda S. Alford and
husband, Charles Alford personally appeared before me and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day
of _____, 2009.

Notary Public

Printed Name of Notary:

My commission expires:

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is Secretary of Friends of Moorefields, Trustee of the Effie Draper-Savage - Nellie Draper Dick Memorial Foundation, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by himself/herself as its Secretary.

Witness my hand and official stamp or seal, this the ____ day of _____, 2009.

Notary Public

Printed Name of Notary:

My commission expires:

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public for _____ County, North Carolina, certify that Donna S. Baker personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the ____ day of _____, 2009.

Notary Public

Printed Name of Notary:

My commission expires:
