

# **REQUEST FOR BOARD ACTION**

## **HENDERSON COUNTY**

### **BOARD OF COMMISSIONERS**

**MEETING DATE:** 23 March 2005

**SUBJECT:** Human Services Building Boundary Line Agreement

**ATTACHMENT(S):** Proposed Agreement (signed by Harper)

**SUMMARY OF REQUEST:**

Attached you will find a proposed Agreement with Mr. and Mrs. William Harper, who own the real estate adjoining that owned by the County which is the site for the future Human Services Building. This agreement is intended to establish the boundary line between the two properties free from dispute by either. If approved by the Board and executed on the Board's behalf, it will be recorded in the Register of Deeds office.

The settlement of this matter was discussed by the Board with its attorney in closed session on 16 February 2005. This Agreement is consistent with the direction provided by the Board.

**COUNTY MANAGER RECOMMENDATION/BOARD ACTION REQUESTED:**

County staff will be present and prepared if requested to give further information on this matter. The County manager supports this proposal.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made this the \_\_\_\_\_ day of February, 2005, by and between Henderson County, a political subdivision of North Carolina (hereinafter "the County"), and William L. Harper and wife, Barbara Harper, of Henderson County, North Carolina (hereinafter together, collectively, "Harper").

#### Statement of Facts and Circumstances Leading to this Agreement

1. Harper owns certain real property ("the Harper tract") located in Henderson County, North Carolina, bounded on the Southwest by the right of way of U.S. Highway 176, on the Northeast by the right of way of Old Spartanburg Highway, and on the Southeast by certain property owned by the County ("the HSB tracts"). Harper acquired the Harper tract by instrument recorded in Deed Book 515, at Page 473, of the Henderson County, North Carolina, Registry.

2. The County owns certain real property ("the HSB tracts") located in Henderson County, North Carolina, bounded on the Southwest by the right of way of U.S. Highway 176, on the Northeast by the right of way of Old Spartanburg Highway, and on the Northwest by certain the Harper tract. The County acquired the HSB tracts by the following instruments: Deed Book 1062, Page 152; Deed Book 1037, Page 20; Deed Book 1025, Page 566; Deed Book 1025, Page 677; Deed Book 1029, Page 161; and, Deed Book 1050, Page 644, all of the Henderson County, North Carolina, Registry.

3. Various discrepancies have appeared in surveys of the Harper tract and the HSB tracts, such that the County and Harper wish to enter this agreement to finally and with certainty establish and publish the boundary line between the Harper tract and the HSB tracts, as the same is stated below.

#### Statement of Agreement

Harper, for each of them, their heirs, and assigns, and the County, for itself and for its assigns, hereby agree as follows:

1. Notwithstanding any survey, description, or other document, the boundary line between the Harper tract and the HSB tract is the following line:

BEGINNING at a  $\frac{3}{4}$  inch iron pipe (N.C. Grid Coordinates (NAD 83) North = 582999.510 feet, East = 973270.713 feet, located North  $41^{\circ} 18' 16''$  West 1045.42 feet from N.C. Grid Monument "Brooklyn" (Grid Coordinates (NAD 83) North = 582214.35 feet, East = 973960.60 feet), reference pair Grid Monument "Barker" North = 583959.35 feet, East = 972228.019 feet, combined factor = 0.9997765) in the Northern margin of U.S. Highway 176 and running North  $39^{\circ} 45' 15''$  East 485.00 feet to a  $\frac{1}{2}$  inch iron pipe; then North  $36^{\circ} 31' 59''$  East 154.72 feet to a  $1\frac{1}{2}$  inch pipe in the margin of the right of way of Old Spartanburg Highway.

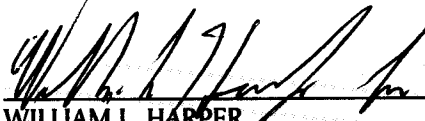
2. Neither the County nor Harper will take any position contrary to the terms of this Agreement, and each hereby indemnifies the other against any breach of this agreement, and will hold the other harmless as a result thereof, including reasonable attorneys fees.

3. Both parties agree that this document shall be recorded in the Henderson County Registry as a monument of this agreement.


This the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

HENDERSON COUNTY

By: \_\_\_\_\_  
William Moyer, Chairman  
Henderson County Board of Commissioners

  
WILLIAM L. HARPER

Attest: \_\_\_\_\_  
Secretary,  
Henderson County Board of Commissioners

  
BARBARA HARPER

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, \_\_\_\_\_, Notary Public for said County and State, certify that Elizabeth W. Corn personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Henderson County, North Carolina, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

X I, Autuma M Thompson, Notary Public for said County and State, certify that William L. Harper and wife, Barbara Harper, personally appeared before me and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of Feb, <sup>2005</sup>~~2003~~.

Autuma M Thompson

Notary Public

My Commission Expires: Nov. 6, 2007

[NOTARIAL SEAL]