Mr. Orcutt, Director of Recreation Department, was instructed by the Council to contact the Coro of Engineers concerning the removal and disposal of the dirt from the ramp site.

Mr. J. E. Barker, resident of Murray Hill area, complained to the Council of the condition of the streets in the Murray Hill area which are in the process of being paved and the delay of completion and slow progression of the work by the paving contractor. On motion of Councilman Massel, seconded by Councilman Rose, the Council voted unanimously to have Mr. Ray contact Mr. Crowell, Contractor, and make plans to alleviate this situation as soon as possible.

Mr. Ray, City Manager, requested permission of the Council to call a special session of the Council to discuss and act on topo maps of the City. On motion of Councilman Massei, seconded by Councilman Rose, the Council voted unanimously to approve Mr. Ray's request.

Mr. Ray, City Manager presented a request by Mr. Johnson of the Agriculture Department to use additional land by the driveway into the Street Department. Mr. Hall states that Mr. Johnson could use the additional space without hindering the operations of the street department. On motion of Councilman Massei, seconded by Councilman Plummer, the Council voted unanimously to approve this request, on condition that all equipment and buildings be removed from the site when requested by the Council.

On motion of Councilman Plummer, seconded by Councilman Pate, the Council voted unanimously to present a formal request by letter, signed by Mayor Herndon, to the North Carolina State Highway Commission requesting the widening of Raeford Road to a four lane highway from the point where Raeford Road is now curbed and guttered to the Seventy-First School.

After a brief discussion of the proposed City-County Municipal Park and Recreational area on Raleigh Road, laying back of Veteran's Hospital, Councilman Plummer made a motion, seconded by Councilman Rose, to authorize the City Clerk-Treasurer to sign the agreement with Cumberland County to establish the park and recreational area. Vote was unanimous.

NORTH CAROLINA

and infe by deed recorded in book 300. Page 131; thance with the sate cares aline 5. Secure case Older manning the right-of-way of the 5. Secure case Older manning and Capos' southwest corner; thence with the morthern a rele of said right-of-may h. (e derrows with the eastern line of said first tract above described forth 5 degrees 30 minutes weed 321 feet to the beginning, and being the western part of Lot 73 of said make burrie Farm Rhat of record in Plat 2008 B. Fare 5.

On rotion of Councilman Pate, seconded by Connations Planter, the Council voted unanimously abouting the eastern margin of Cain Road for a distance of 188.6 feet.

Seginning at a concrete monument in the present city limit line, said monument being the south-corner of Lot 9, Eutaw mones Section 3, recorded in Plat Book 11, page 60, Comberland County is stry, and running thence with the eastern margin of Cain Boad N. Al degrees 30 mi nutes west the

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8.6 feet to a point; thence N. 80 degrees ho minutes West 11/12.0 feet to a point; thence South reor

degrees 30 minutes East 388.6 feet to a point; thence S. 80 degrees ho minutes East 142.0 feet in-

CUMBERLAND COUNTY

AGREEMENT TO ESTABLISH A

PARK AND RECREATIONAL AREA

THIS AGREEMENT, made this 18th day of December 1959, by THE COUNTY OF CUMBERIAND, North Carolina, herein called COUNTY, and THE CITY OF FAYETTEVILLE, a municipal corporation of Cumberland County, North Carolina, herein called CITY:

WITNESSETH THAT:

Whereas, COUNTY is the owner of that tract of land in Cumberland County, North Carolina, in Cumberland County, North Carolina, in Carvers Creek Township, particularly described as follows:

BEGINNING at a stake on the bank of the Cape Fear River, the same being the southeast corner of the tract of which this is a part, and running thence with the southern line of the said tract, south eighty-eight degrees no minutes west two thousand two hundred and ninety-seven feet to a stake in the old canal; thence with the said old canal north twenty-five degrees forty-one minutes east one thousand six hundred and fourteen feet to a stake in said canal, also in the northern line of the tract of which this is a part; thence with the northern line of said tract south seventy-eight degrees fifty-five minutes east one thousand six hundred and forty-three feet to a stake on the bank of Cape Fear River, the northeast corner of the tract of which this is a part; thence with the Cape Fear River, a calculated course. south thirty minutes east one thousand one hundred and twenty-two feet to the beginning. containing fifty-seven and eight-tenth's acres, more or less, being the eastern part of a tract of land described in a deed from Alexander E. Cook and wife, Frances W. Cook, to the United States of America, dated December 31, 1938, recorded in Book 409, page 300, in the office of the Register of Deeds for Cumberland County, North Carolina.

And, Whereas, COUNTY and CITY desire that said area shall be developed and used as a park and recreational area for all the people of the City of Fayetteville and the County of Cumberland, to be known as the "J. Bayard Clark Memorial Park."

And, whereas, CITY has a regular park and recreation department capable of establishing, maintaining and operating parks and recreational areas;

NOW, THEREFORE, in consideration of the foregoing and of the provisions and covenants herein contained, and other valuable consideration received by said party hereto, and hereby acknowledged, it is agreed that:

- 1) COUNTY hereby gives, grants and yields unto CITY the entire use and possession of the above described tract of land, for the term of twenty (20) years from the date of this agreement.
- 2) CITY shall have, hold, use and possess said land during said time faithfully and solely as a park and recreational area to be open and available to, and to be enjoyed by all the people of the City of Fayetteville and the Count of Cumberland. If said tract ever ceases to be so open and available and be used for such purposes, this agreement shall immediately terminate.