

Taxicab driver permits were unanimously approved for the following persons upon motion made by Councilman Rose, seconded by Councilman Maness:

James Edward Moore
S. Paul Horne

James Williams

Harold Newman Loiselle
Granuel Grantham Beary

The resignation of Mr. J. M. Thornton from the City Planning Board was accepted by the Council with the recommendation that a letter of appreciation be written to Mr. Thornton for his services. The motion for acceptance was made by Councilman Plummer, seconded by Councilman Rose and unanimously approved. No successor was named at this time.

Councilman Plummer made a motion that Mr. A. B. Carr be re-appointed to the Public Works Commission. Mr. Carr's term expired on June 30th. The motion was seconded by Councilman Rhodes and unanimously approved.

Councilman Rhodes was appointed to the Fayetteville Fireman's Relief Fund to replace Mr. J. W. Pate. Upon motion made by Councilman Maness, seconded by Councilman Rose & unanimously approved.

Upon motion made by Councilman Plummer, seconded by Councilman Rose and unanimously approved; the following new Firemen were added to the Certified Roster of paid firemen:

93. J. N. Strickland
94. H. A. Schrader
95. R. C. Owen
96. M. H. Quick
97. W. R. Tillman
98. R. C. Wiggins

99. James Claggett
100. A. O. Cox, Jr.
101. G. T. Hall
102. B. E. Duke
103. B. B. Campbell
104. N. H. Matthews

Upon a motion made by Councilman Rose and seconded by Councilman Maness, the Council unanimously approved a recommendation made by Public Works Commission to accept the low bid of \$75,277.05 made by Corbin Construction Company for the construction of water and sanitary mains in the Raleigh Road area.

Other bids received were as follows:

Crowell Constructors - \$ 77,644.72
Roy Lowder Construction-117,865.35
Con & Jackson Cons. Co.-133,230.50

Mr. Ray read a letter from Mr. W. F. Babcock of the N. C. State Highway Commission which stated the Commission will close the Old Wilmington Road crossing of U. S. Highway 301 South near N. C. 87 Highway. No action was taken by the Council.

Mr. Ray reminded the Council of the Major Thoroughfare Place Meeting with Harlan Bartholomew & Associates at 2:00 P.M., on Thursday, July 13 in the Court Room.

Mr. Ray advised the Council of the Tractor-Dragline Bid opening at 11:00 A. M. on Friday, July 14 in the Executive Chamber.

Mr. Ray requested permission of the Council to have a number of unlisted automobiles listed and owners assessed for tax purposes and the persons concerned notified that action would be taken for this purpose at the Council Meeting of August 14.

Councilman Plummer made a motion that the Council approve. The motion was seconded by Councilman Rose and unanimously approved.

Upon recommendation by Acting City Attorney, Nelson Taylor, and upon a motion by Councilman Plummer and seconded by Councilman Rhodes the following resolution and declaration adopted:

Whereas, the City of Fayetteville received as a gift a certain Lot in the Bordeaux Development by deed from Bordeaux Center, Inc.;

And whereas, said gift was made with the understanding that said lot would be used for the purpose of constructing thereon a fire station;

And whereas, another lot in said development is now being sold for the purpose of having constructed thereon a filling station or service station, and as a part of the consideration for the sale of said lot, Bordeaux Center, Inc., is restricting all property within 300 feet of the intersection of Owen Drive and Village Drive, and the property heretofore conveyed to the City by Bordeaux Center, Inc., lies within said area;

Now therefore, be it resolved that the Mayor and City Clerk are authorized and directed to execute the restrictive covenant necessary to establish said restriction, in the form and manner as set forth in the copy of said restrictive covenants hereto attached.

This the 10th day of July, 1961.

NORTH CAROLINA
CUMBERLAND COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT :

WHEREAS, BORDEAUX CENTER, INC., a North Carolina Corporation, having its principal office in the City of Fayetteville, Cumberland County, North Carolina, and the City of Fayetteville, a municipal corporation, hereinafter called "OWNERS" are the owners of all of those parcels of land lying respectively on the southwest, southeast, northwest, northeast corners of the intersection of Village Drive and Owen Drive, as shown on a Plat recorded in Plat Book 22, page 25, Cumberland Co., Registry;

AND WHEREAS, OWNERS desire to increase the stability and appeal of said land;

NOW, THEREFORE, OWNERS do hereby covenant and agree to and with all persons, firms, or corporation now owning or hereafter acquiring any lots within 300 feet of the center point of the intersection of Village Drive and Owen Drive as shown on said Plat, at all of said land shall be and said land now is, to the extent hereafter defined and described subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

No gasoline filling or service station shall be operated or maintained, nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

There is excepted from the provisions of this Declaration of Restrictions that tract of land lying on the northwest corner of the intersection of Village Drive and Owen Drive and being more particularly described as follows:

NORTH CAROLINA
CUMBERLAND COUNTY
TOWNSHIP OF PEARCE'S MILL:

BEGINNING at a point S 16° 02' E 50.0 feet from the southeast corner of the Cape Fear Valley Hospital property and running thence with the western margin of right of way of Owen Drive S 16° 02' E 125.0 to a point; thence continuing with said margin as it curves to the right on a radius of 25.0 and intersects with the northern right of way margin of Village Drive an arc distance of 39.3 feet; thence with said margin S 73° 58' W, 125.0 feet to a point; thence N 16° 02' W 150.0 feet to a point; thence N 73° 58' E, 150.0 feet to the point of beginning.

This covenant is to run with the land and shall be binding upon all of the parties and persons claiming under it until 1 January 1990, at which time said covenant shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the property so restricted, it is agreed to change said covenant in whole or in part, and said agreement is embodied in a writing and is recorded in Cumberland County Registry.

If the parties hereto, or any of them or their assigns or heirs, shall violate, or attempt to violate, any portion of the covenant herein, it shall be lawful for any person or persons owning any real property situated in the portion of land restricted, to prosecute any proceedings, at law or in equity, against the person or persons violating, or attempting to violate any such covenants and either to prevent him or them from doing so, or to recover damages for such violation.

Invalidation of any portion of this covenant by judgment, or court order shall in no eyes affect any of the other provisions which shall remain in full force and effect.

To the true and faithful performance of all covenants and agreements herein contained, the said owners have appropriately signed and sealed this instrument this ____ day of _____, 1961.

BORDEAUX CENTER, INCORPORATED

BY: _____ (SEAL)

ATTEST:

THE CITY OF FAYETTEVILLE

BY: _____ (SEAL)

ATTEST: