

ATTACHMENT A

A RESOLUTION APPROVING THE ADDITION OF LIGHTS TO THE SMITH MIDDLE SCHOOL SOCCER FIELDS

Resolution No. 142/2004-05

WHEREAS, the Carrboro Board of Aldermen seeks to provide ample opportunities for the public to comment on proposed changes within the Town's jurisdiction; and

WHEREAS, the Carrboro Board of Aldermen placed a condition on the CUP for the Smith Middle School Athletic Fields project, which requires that a public hearing be held prior to the placement of lights on the site; and

WHEREAS, the Carrboro Board of Aldermen held a public hearing on April 26, 2005 to receive comments on the proposed addition of lights to the Smith Middle School soccer fields, thereby satisfying the CUP condition; and

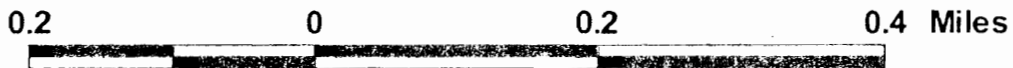
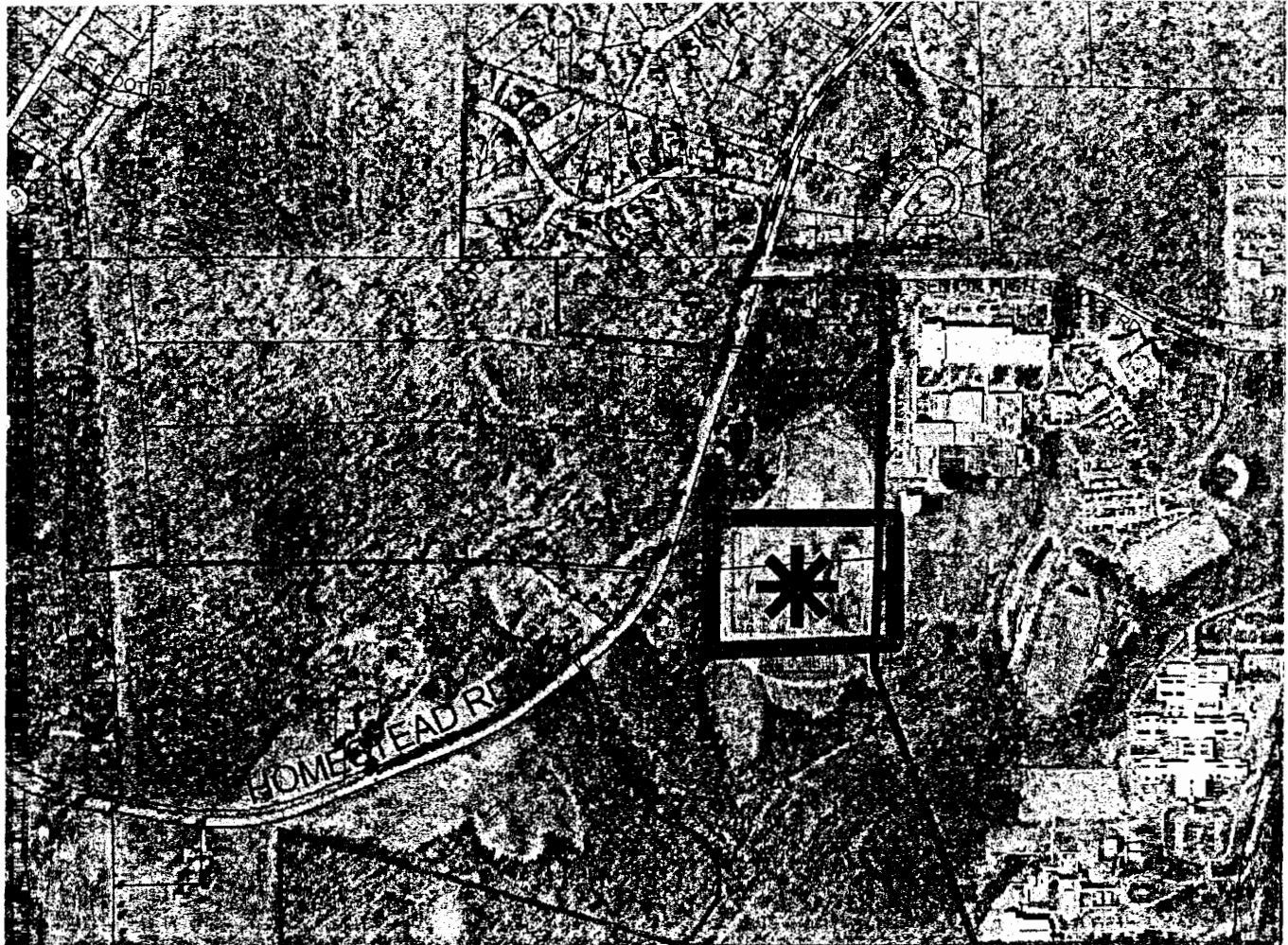
WHEREAS, Reece, Noland & McElrath Consulting Engineers have prepared a lighting plan for the fields that exhibits compliance with the lighting provisions of the Town of Carrboro Land Use Ordinance.

NOW THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the addition of lights to the Smith Middle School soccer fields is hereby approved, subject to the following conditions:

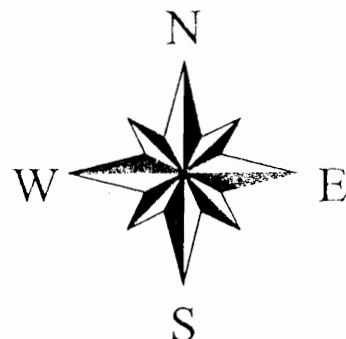
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This the 26th day of April 2005.

Smith Middle School Vicinity



- Text Street Names
Streets
Carrboro Planning Jurisdiction
Carrboro City Limits
Parcel Boundaries
Properties

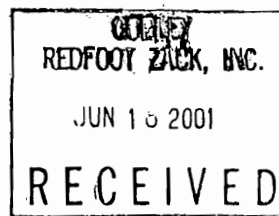


PREPARED BY AND RETURN TO: TOWN CLERK TOWN OF CARRBORO 301 West Main Street CARRBORO, NORTH CAROLINA 27510
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Attachment "C"

NORTH CAROLINA **ORANGE COUNTY**



*Copy of Permit
Returned to
OC on 6-5-01*

TOWN OF CARRBORO

CONDITIONAL USE PERMIT GRANTED

On the date(s) listed below, the Board of Aldermen of the Town of Carrboro met and held a public hearing to consider the following application:

APPLICANT:	Corley Redfoot Zack, Inc.
OWNER:	Chapel Hill-Carrboro Board of Education via. a long-term lease from UNC-Chapel Hill
PROPERTY LOCATION (Street Address):	1411 Homestead Road
TAX MAP, BLOCK, LOT(S):	109..11A, 13 and 16C
PROPOSED USED OF PROPERTY:	To construct athletic fields associated with Smith Middle School. Construction of two (2) soccer fields, a baseball/softball field and six (6) tennis courts.
CARRBORO LAND USE ORDINANCE USE CATEGORY:	27.000, Combination Use, consisting of Use 1.110, Single-Family Residence and 5.110, Elementary and Secondary Schools
MEETING DATES:	May 22, 2001

Having heard all the evidence and arguments presented at the hearing, the Board finds that the application is complete, that the application complies with all of the applicable requirements of the Carrboro Land Use Ordinance for the development proposed, and that therefore the application to make use of the above described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Land Use Ordinance and the following conditions:

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be pointed out specifically to the administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance.
2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
3. That the applicant resubmit the revised plans to NCDENR and gain approval prior to construction plan approval.
4. That the applicant work with the Carrboro Public Works and Recreation and Parks Departments to determine the location of the irrigation conduit prior to construction plan approval.
5. That a detailed lighting plan be supplied and a public hearing be held for any future proposal to light the play fields and/or tennis courts.

Attachment "C" - 2

TOWN OF CARRBORO
CONDITIONAL USE PERMIT
page #2

6. That the applicant include removable bollards for the asphalt trail from both the high school and middle school parking areas as part of the construction plan approval process.
7. That the Town of Carrboro and the Chapel Hill/Carrboro Board of Education work with the owner to secure a public access easement along the southern property line (adjacent to Bolin Creek). The easement should be sixty (60) feet in width and should be dedicated to the Town of Carrboro for public pedestrian and bike access. This would need to be handled through the UNC property office.
8. That the Town of Carrboro, along with the Chapel Hill/Carrboro Board of Education, work with the owner to complete and submit a voluntary annexation petition. This would need to be handled through the UNC property office.
9. That a bike rack be added in the vicinity of the baseball field.
10. That the applicant install a fence along the northern property line subject to discussions with the University.
11. As soon as possible, the Town of Carrboro and the Chapel Hill-Carrboro City Schools initiate a dialogue with the University of North Carolina regarding the request for a secure easement of the Bolin Creek Floodplain to be dedicated (to the Town) as a greenway and/or nature trail.
12. As soon as possible, the Town of Carrboro and the Chapel Hill-Carrboro City Schools initiate a dialogue with the University of North Carolina regarding the request to secure a voluntary annexation (petition) of the entire 42-acre parcel, of which the athletic fields are a part of, as well as all other University of North Carolina tracts within the planning jurisdiction of the Town of Carrboro.

Thus permit shall automatically expire within two years of the date of issuance if the use has not commenced or less than 10 percent (10%) of total cost of construction has been completed or there has been non-compliance with any other requirements of Section 15-62 of the Carrboro Land Use Ordinance.

All street construction on those streets proposed for acceptance by the Town of Carrboro shall be certified by an engineer. Engineering certification is the inspection by the developer's engineer of the street's subgrade, base material, asphalt paving, sidewalks and curb and gutter, when used. The developer's engineer shall be responsible for reviewing all compaction tests that are required for streets to be dedicated to the town. The developer's engineer shall certify that all work has been constructed to the town's construction specifications.

If this permit authorizes development on a tract of land in excess of one acre, nothing authorized by the permit may be done until the property owner properly executes and returns to the Town of Carrboro the attached acknowledgment of the issuance of this permit so that the town may have it recorded in the Orange County Registry.

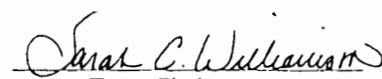
NORTH CAROLINA

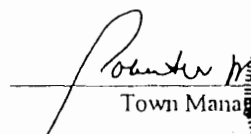
ORANGE COUNTY


IN WITNESS WHEREOF, the Town of Carrboro has caused this permit to be issued in its name, and the undersigned being all of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding upon them and their successors in interest.

THE TOWN OF CARRBORO

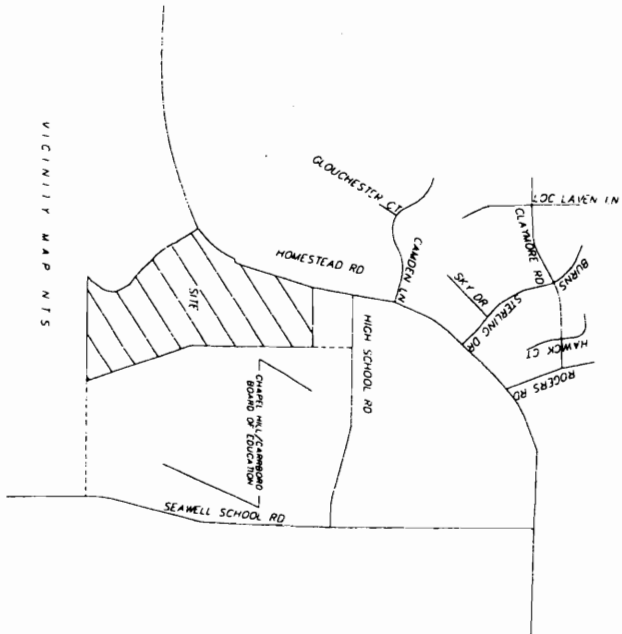
ATTEST:


Town Clerk


Town Manager



ATHLETIC FIELDS FOR CHAPEL HILL/CARRBORO BOARD OF EDUCATION CONDITIONAL USE PERMIT PLANS



PROJECT INFORMATION

ADDRESS: 1709 HIGH SCHOOL ROAD, CHAPEL HILL, N.C. 27516
 OWNER: UNIVERSITY OF NORTH CAROLINA - LEASED TO CHAPEL HILL/CARRBORO BOARD OF EDUCATION
 CONSULTING FIRM: CORLEY REDFOOT ZACK, INC.
 DESIGNED BY: MICHAEL HAMMERSLEY, P.E.
 DRAWN BY: JAMES PHILP, E.I.T.
 ZONING: R-20
 TRACT SIZE: 30.768 ACRES + 12.013 ACRES = 42.781 ACRES TOTAL = 1,863,540 SF
 EXISTING USE: USE 1.10 (SINGLE FAMILY HOUSE/FARM)
 PROPOSED USE: USE 27.000 (COMBINATION)
 - USE 1.110 (SINGLE FAMILY RESIDENCE)
 - USE 5.110 (ELEMENTARY AND SECONDARY SCHOOLS)
 TAX MAP REFERENCE: 7.109.11A AND 7.109.13
 DB1750 PG470, PB72 PG169, DB1752 PG32
 PARKING SPACES (PROVIDED AT EXISTING HIGH SCHOOL PARKING LOT) = 159 SPACES

SHEET INDEX

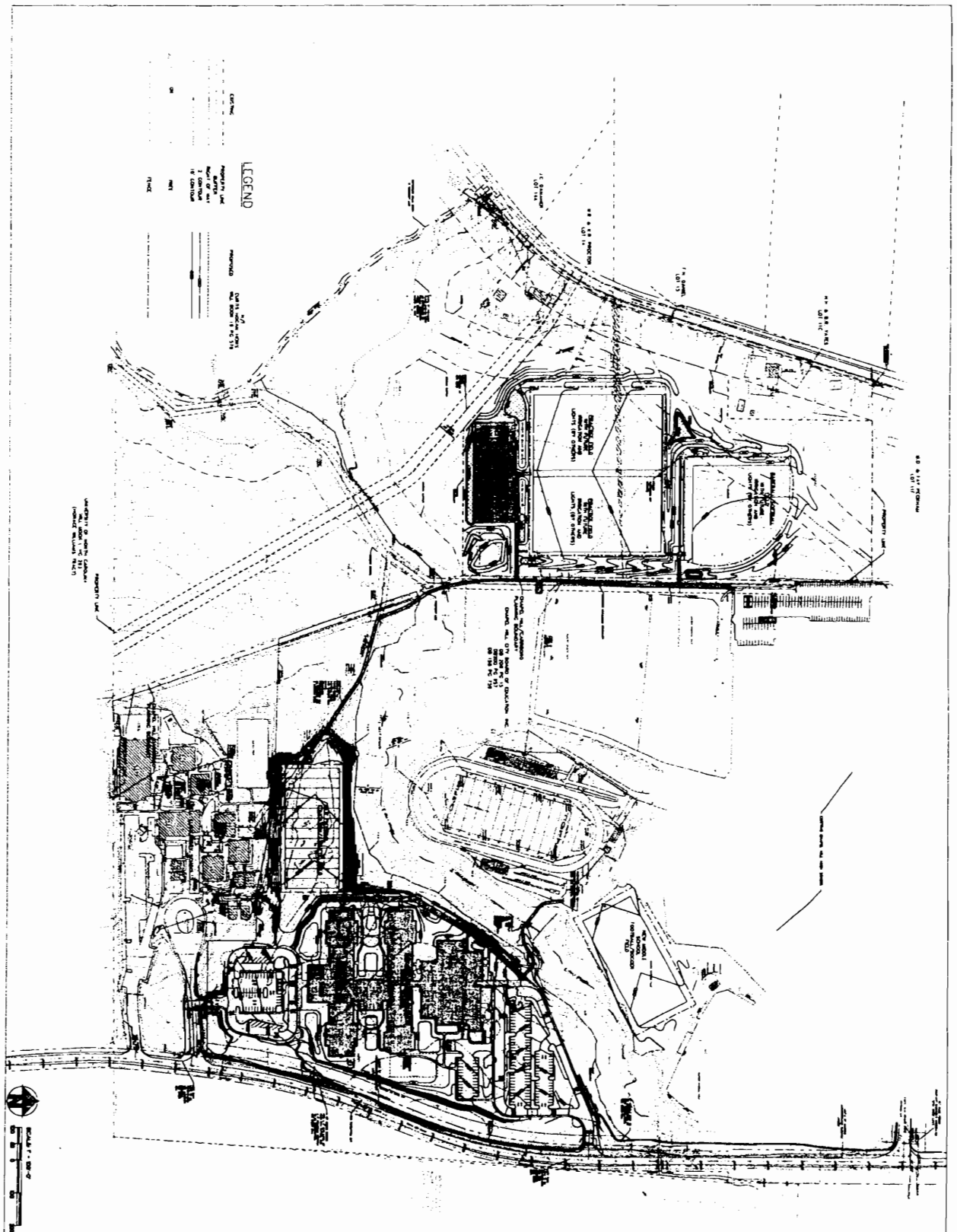
COVER SHEET
 OVERALL SITE PLAN
 ENLARGED SITE PLAN
 LANDSCAPE PLAN
 GRADING AND STORM PLAN
 DETAIL SHEET
 EROSION CONTROL PLAN
 EROSION CONTROL DETAILS
 ENHANCED DRAINAGE WAY PLAN & PROFILE
 ENHANCED DRAINAGE WAY DETAILS & EROSION

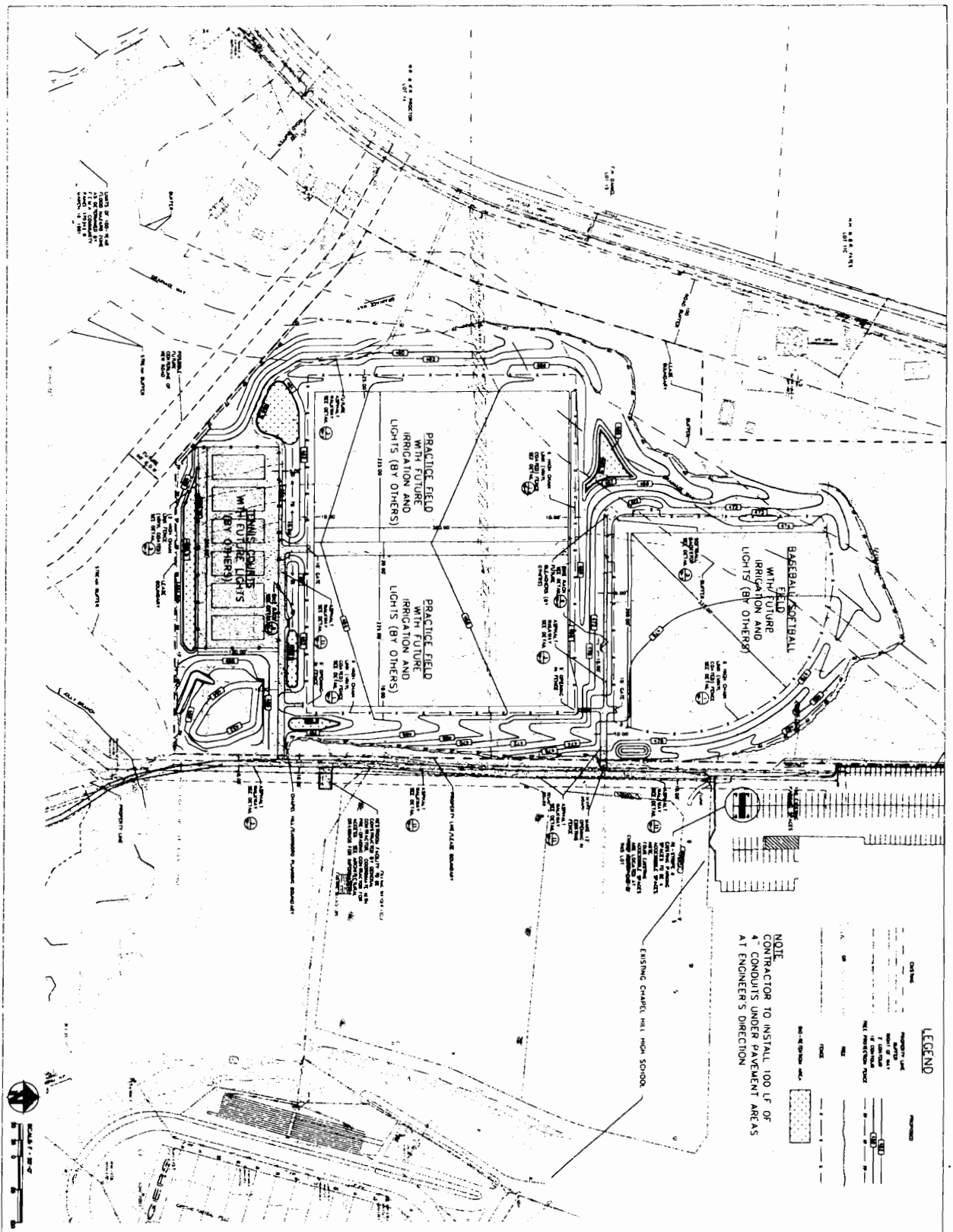
CS-0
 SP-1
 SP-2
 LP-3
 GP-4
 DS-5
 EC-6
 EC-7
 DE-8
 DE-9

ATHLETIC FIELDS FOR CHAPEL HILL/CARRBORO
 BOARD OF EDUCATION,
 HOMESTEAD ROAD
 CARRBORO, NORTH CAROLINA



CORLEY REDFOOT ZACK, INC.
 ARCHITECTURAL ENGINEERS & PLANNERS
 400 EAST 10TH STREET, SUITE 200, DURHAM, NC 27705





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PROJECT NO. 0013

DATE: 07/10/06

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PROJECT NO. 0013

DATE: 07/10/06

BY: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

**DEVELOPMENT AND
JOINT USE AGREEMENT**

PLEASE RETURN THIS COPY TO THE
CARRBORO TOWN CLERK

THIS AGREEMENT, made and entered into by and between the Town of Carrboro, North Carolina, a North Carolina municipal corporation, 301 West Main Street, Carrboro, North Carolina 27510 (hereinafter referred to as the "Town"), the County of Orange, a North Carolina municipal corporation, 200 S. Cameron Street, Hillsborough, North Carolina 27278 (hereinafter referred to as the "County"), and the Chapel Hill-Carrboro City Board of Education, a school administrative unit under the laws of the State of North Carolina, Lincoln Center, 750 S. Merritt Mill Road, Chapel Hill, North Carolina 27516 (hereinafter referred to as the "Board of Education"), for the joint use and maintenance of facilities to be built by the Board of Education on property leased by the County, hereinafter referred to as the "R.D. and Euzelle P. Smith Middle School" (the "School Site").

WITNESSETH

WHEREAS, the parties to this Agreement are public bodies, politic and corporate, under the laws of the State of North Carolina; and

WHEREAS, the parties are vested with the power and authority to own and improve real estate for recreational and other public purposes; and

WHEREAS, the Board of Education is in the process of finalizing plans for the construction of the Smith Middle School and appurtenant recreational fields on the School Site; and

WHEREAS, the Board of Education, the County and the Town recognize that there may be mutual benefits and cost savings associated with a cooperative effort to develop recreational facilities for shared use; and

WHEREAS, the parties recognize the mutual benefit in the Town's acting as lead entity for programming of such facilities during non-school hours and for communicating with the Board of Education and County regarding that programming; and

WHEREAS, the Board of Education, the County and the Town have consulted each other and have determined that their respective interests may be furthered if an additional recreational field and related amenities for joint use are developed at the School Site contemporaneously with the construction of the Smith Middle School; and

WHEREAS, the Board of Education, the County and the Town have recognized the need for additional public athletic fields, and particularly soccer fields, that can be made available for governmental and private organizations to program and expand recreational opportunities in the area; and

WHEREAS, the Board of Education, the County and the Town agree that community use of the recreational fields and parking lots at the Chapel Hill High School, Seawell Elementary School and Smith Middle School would benefit the citizens of Carrboro and Orange County; and

WHEREAS, the laws of the State of North Carolina provide that the parties hereto may contract and agree, each with the other, for the joint use of facilities for the stated public purposes; and

WHEREAS, in furtherance of the aforesaid, the parties hereto do propose to contract and agree for a period of thirty (30) years, to jointly use and mutually operate recreational fields and appurtenant facilities all of which are to be constructed by the Board of Education on the School Site; and

WHEREAS, the implementation of this Agreement would fulfill substantial Board of Education, County and Town needs, and be of significant mutual benefit to the parties hereto, and to the public generally;

WHEREAS, it is understood by the parties that the land on which the specific fields referred to herein are to be located is owned by the University of North Carolina at Chapel Hill and is State property, that the land on which the fields referred to herein are to be located is leased to the Orange County Commissioners for the specific purpose of providing additional land for the School Site, and that all agreements between the parties will be subject to the underlying lease agreements and rights of the State of North Carolina and the University of North Carolina at Chapel Hill but in no event shall the County's and the Town's access to the soccer field identified as Field 3b in this Agreement, once constructed, be denied or limited during the term of this Agreement; and

WHEREAS, the Board of Education has or expects to have control of land currently owned by the University of North Carolina at Chapel Hill which is to be leased to the Orange County Commissioners for use by the Chapel Hill-Carrboro City Schools, and has represented that the leasing arrangement has been approved by the Board of Trustees of the University of North Carolina at Chapel Hill and currently awaits approval by the Council of State, that the plan to construct new recreational and athletic fields on the property which will be the subject of the lease, and that the development of the fields referred to herein is specifically conditioned upon the final execution and approval of that lease by the Council of State, the University of North Carolina at Chapel Hill, the Orange County Commissioners, and the Chapel Hill-Carrboro City Board of Education.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Construction of An Additional Recreational Field by the Board of Education:

The Board of Education plans to improve existing recreational and athletic fields and to construct new fields at the Smith Middle School site. By this Agreement, the Board of Education agrees to construct an additional recreational field on a portion of the Smith Middle School site, which is situated in the Town of Carrboro. The additional recreational field and the general location at the site of all planned fields are more particularly depicted as fields numbered 1, 3a, 3b, and 4 on the Overall Site Plan annexed to this Agreement as Schedule A. The additional field is specifically one of the two soccer fields and is identified on Schedule A as Field 3b. Subject to and contingent on the Board of Education obtaining such governmental approvals, permits, and funding as may be required by applicable state and local laws and ordinances for the construction of the recreational fields, the recreational fields which are the subject of the Agreement (collectively referred to herein as the "Fields") are a softball/baseball field (Schedule A, Field 1), two soccer/practice fields (Schedule A, Fields 3a and 3b) and six (6) tennis courts (Schedule A, Field 4).

It is the intention of the Board of Education to complete construction of the Fields and begin use thereof at the earliest possible time. In this connection, irrigation systems and sod are planned for installation on recreational Fields 1 and 3a. The Board of Education agrees to install an irrigation system and sod on Field 3b, the cost of such installation to be paid by the Board of Education. In consideration for these improvements, Field 3b will be available for use by the Board of Education during all days that school is in session until the end of the regular school day. The parties agree that Field 3b shall be available for Town and County use commencing at 4:00 p.m. on days that school is in session.

(a) Lights for Evening Programs: The parties hereto, either jointly or, if one of them decides to do so, independently, may purchase and install conduits and/or lights at any Field or Fields either during the initial field construction or anytime in the future.

(b) Miscellaneous Amenities: The Board of Education will provide a backstop, dugout area and bench, and perimeter fence for the softball/baseball field (Schedule A, Field 1), a scoreboard and two professional quality soccer goals for each of the soccer fields (Schedule A, Fields 3a and 3b), sufficient bench space to seat two full soccer teams at each of the soccer fields (Schedule A, Fields 3a and 3b), a minimum of four (4) trash receptacles, and toilet facilities. The Board of Education will seek donations of an electronically operated scoreboard from a private third party. Provided, however, that if the Board of Education cannot find such a third party to donate an electronically operated scoreboard, the Board of Education is under no obligation to provide an electronically operated scoreboard.

2. Payment of County and Town Contributions to Construction Costs. Upon the completion of the construction work and installation of amenities described above in accordance with a Conditional Use Permit to be reviewed by the Town for this project, the County and the Town will each pay to the Board of Education the sum of Seventy-Five Thousand (\$75,000) Dollars, for a combined total contribution of One Hundred Fifty Thousand Dollars (\$150,000), said sum to be applied to the cost of the construction of Field 3b by the Board of Education at the School Site.

3. Joint Use Of Recreational Fields: The Board of Education agrees that the Town and the County shall have the right to use Field 3b at all times when school is not in session. Additionally, the Town and the County may use Fields 1, 3a, and 4 when said Fields are not in use by the Board of Education, in accordance with the Board of Education's general policy and

procedure for use of school facilities by non-school entities in effect at the time of the proposed use of the Fields. The parties understand and agree that the Town and the County will work together to coordinate programming of the use of the Fields when school is not in session and that the Town will be the lead entity for programming such use and communicating with the Board of Education regarding the same.

The Board of Education, the County and the Town will make the soccer fields available for use on a Fall weekend each year for a community festival for the Hispanic population, provided that the event be scheduled at least sixty (60) days in advance to allow for program planning by the Town, and the County. Minor alterations in the schedule for use of the Fields Use may be made, from time to time, by representatives of the parties without formal approval of the parties as long as such alterations and the name of the representative authorizing such alterations are documented in writing.

4. Utilities, Maintenance and Upkeep

The Board of Education shall be responsible for, and shall bear the full cost of, upkeep and routine maintenance of the Fields, including sod and irrigation facilities. However, costs associated with extraordinary maintenance and repair of the portion of the irrigation system servicing Field 3b, including labor, supplies and materials, shall be divided equally among the parties. The Board of Education will not undertake or contract for such extraordinary maintenance and repairs of Field 3b without the prior consent of the Town and the County.

(a) As set forth in paragraph 1(a), the Town and the County, or either of them, may, at their own cost and expense, install and maintain lights at one or more of the Fields. The party or parties installing lights at the Field(s) shall be responsible for the maintenance and upkeep of the light system. The Board of Education may use the light system, provided that the Board of

Education shall document its time of usage and, if the Board of Education uses the light system for more than ten (10) hours per year, the Board of Education shall contribute toward the annual maintenance and repair costs in proportion to its use of the lights.

(b) Each party shall be responsible for its own lining or marking requirements. The parties agree to use only non-toxic and non-corrosive products for maintaining, lining or marking Field 3b, in accordance with the Town's Least Toxic Integrated Pest Management Policy.

5. Joint Use of Parking Area and Playground: The Board of Education agrees that the public shall have use of the parking lots and recreational facilities at Chapel Hill High School, Smith Middle School and Seawell Elementary School. Minor alterations regarding the schedule for availability of these parking lots and recreational facilities may be made, from time to time, by representatives of the parties without formal approval of the parties as long as such alterations and the name of the representative authorizing such alterations are documented in writing.

6. Provision for Town and County Summer Camp or Similar Programs: The Fields may be reserved for a Town or County summer camp or Town or County programs, during the months of June, July and August, when school is not in session. Such reservation shall be made in writing by the Town or County to the Board of Education or its designee, on or before April 1 of the year in which the Town or County proposes to conduct a camp or programs at the School Site. It is understood that the Fields will require periods when activities will not be scheduled in order to provide time for turf rejuvenation. Reservation and use of fields will be scheduled accordingly.

In the event the Board of Education determines that the Smith Middle School should be operated as a year round school, the Town and County may schedule programs during the intercessions of such year round school when the school is not in session.

7. Availability of Smith Middle School Site: The Town and the County understand that due to possible construction delays, the Smith Middle School site, including Fields 3b, may not be available for immediate use when the school opens as scheduled for the 2001-02 school year, and agree that any delay in use due to construction shall not constitute a breach of this Agreement. Provided, however, that such delay in use shall not exceed two (2) year from the date that the Smith Middle School opens to students.

8. Waiver of Subrogation/Insurance: The Board of Education agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the premises and on personal property of the Board of Education contained therein to the extent of its full insurable value; the Town and County shall do the same with respect to their property located in or on the premises. The parties hereby mutually release and discharge each from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the premises, or property in or on the premises.

9. Casualty and Liability Insurance: It is understood and agreed by and between the parties hereto that each party shall carry such casualty and liability insurance as will protect its interests in said facilities, and protect itself in the event of injury to persons or property involved in the use of said premises by said party. Each party shall furnish to the other party upon demand, satisfactory evidence of insurance.

10. Indemnity: Each party hereto shall, to the extent allowed by law, indemnify and hold harmless and defend the other parties, their agents and employees from any claims,

cost, expense, liability, action or judgment, including attorney's fees, arising out of or related to any personal injury, death or property damage with respect to its use of the premises, except to the extent the same are caused by the negligence or misconduct of another party or parties.

11. Use by Other Parties: It is understood and agreed hereto that the parties shall endeavor to make the Fields available on a reasonable and non-exclusive basis to other interested groups and public bodies when not in conflict with the program of the parties hereto, upon such terms and conditions as the parties entitled to use of the Fields pursuant to this Agreement may, in their discretion, establish. The Town and County may make Field 3b available to, and co-sponsor events and programs with, other interested parties during times reserved for use by the Town and County.

12. Amendments: This Agreement may be amended by mutual written agreement if the Board of Education, the County and the Town.

13. Term: This agreement shall exist and continue for a period of thirty (30) years beginning September 1, 2001 and ending August 31, 2031. Provided, however, that the parties will review this Agreement on or about September 1, 2001, and every five (5) years thereafter, to determine whether the Agreement is operating in a manner that is satisfactory to the parties. If any party believes that changes in circumstances have substantially affected the rights and responsibilities of the parties under this Agreement, that party may initiate an in-depth review of the Agreement for the purpose of re-negotiating the terms and conditions of this Agreement. In the event of such an in-depth review, the parties will in good faith re-negotiate the terms and conditions of this Agreement to accommodate the changes in the circumstances of the parties and to maximize joint use of the facilities. A change in the terms of this Agreement based upon such re-negotiation shall not constitute a breach of this Agreement.

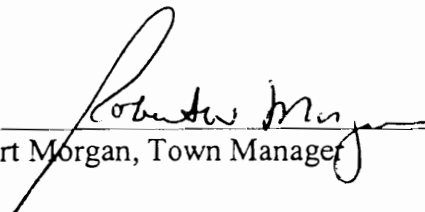
14. Governmental Approvals: Nothing in this Agreement shall be construed as waiving, modifying or granting any local government permits or approvals which may be necessary for the development and/or construction of any facilities or improvements in the Town. The Board of Education is responsible for seeking and obtaining such local government approvals as may be necessary for the work.

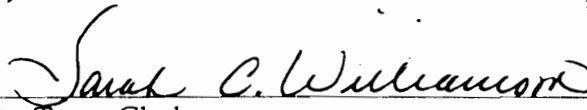
15. Entire Agreement: This Agreement constitutes the entire Agreement of the parties hereto.

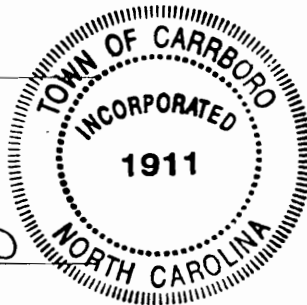
IN WITNESS WHEREOF, the parties to this Agreement have duly and validly approved it and caused it to be executed in their behalf by the undersigned agents.

This the 26th day of July, 2001.

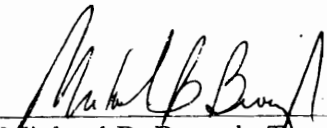
TOWN OF CARRBORO


Robert Morgan, Town Manager

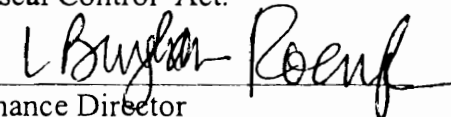

Attest: Town Clerk



Approved as to form and authorization:


Michael B. Brough, Town Attorney

This Agreement has been
Preaudited in the manner
Required by the Local
Government Budget and
Fiscal Control Act.


Finance Director

This is to certify that on this day personally appeared before me, Sarah Williamson with whom I am personally acquainted, who being by me duly sworn, says that Robert Morgan is Manager of the Town of Carrboro and that he/she, Sarah Williamson, is the Town Clerk, a body politic and corporate, described in and which executed the foregoing Agreement; that he/she knows the common seal of the Town of Carrboro; that the seal affixed to said instrument is said common seal; that the name of the Town of Carrboro was subscribed thereto by said Manager of the Town of Carrboro and said Town Clerk subscribed their names thereto and said common seal was affixed, all by and that said instrument is the act and deed of said Town of Carrboro.

Witness my hand and seal, this the 26 day of July, 2008!

[Signature]
Notary Public

My commission expires: 10 April 2006

CHAPEL HILL-CARRBORO BOARD OF EDUCATION

[Signature]
Name, Title

[Signature]
Name, Secretary

ORANGE COUNTY

[Signature]
Stephen H. Halkiotis, Chair

[Signature]
Beverly Blythe, Clerk

E-12

PLEASE RETURN THIS COPY TO THE
CARRBORO TOWN CLERK

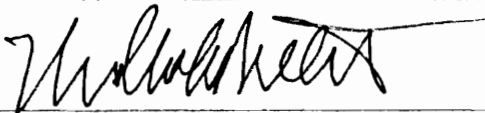
MEMORANDUM OF UNDERSTANDING

1. Whereas the Orange County Commissioners (County), the Town of Carrboro (Town) and the Chapel Hill-Carrboro Board of Education (the Board) entered into a separate agreement to construct athletic field 3b at the Smith Middle School site to be primarily set aside for recreational use by the Town and County.
2. Since the making of said agreement, additional costs have been discovered for the construction of this field because it will be partially located in a drainage way in Carrboro. Town of Carrboro ordinances require enhancements to the drainage way. The cost of such enhancements was not addressed in the original agreement.
3. Recognizing that the Board of Education is constructing athletic field 3b for the primary benefit of the Town and County, the Town and County agree to reimburse the Board for all costs incurred in complying with the Town of Carrboro's ordinances pertaining to enhancements of the drainage way upon written notification of the total amount by the Board of Education. The costs for this work are estimated to be \$83,000. The Town shall pay 50% of such costs (\$41,500) and the County shall pay 50% of such costs (\$41,500). The reimbursement shall occur not later than the 2001-2002 fiscal year.
4. This memorandum of understanding hereby amends the Development and Joint Use Agreement dated January 25, 2001 entered into by the Town of Carrboro, Orange County and the Board of Education. To the extent that any provision of this agreement conflicts with any provision of the prior agreement, the provision in this agreement controls.

IN WITNESS WHEREOF, the parties of this Agreement have duly and validly approved it and caused it to be executed in their behalf by the undersigned agents.

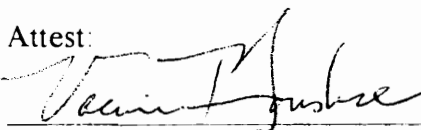
This the 26th day of July, 2001.

CHAPEL-HILL-CARRBORO BOARD OF EDUCATION



Nicolas Didow, Chair

Attest:




Valarie Foushee, Vice-Chair

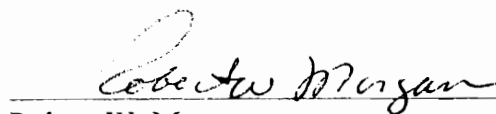
ORANGE COUNTY

Stephen Halkiotis, Chair

Attest:



Beverly Blythe, Clerk to the Board

TOWN CARRBORO

Robert W. Morgan

Attest:



Sarah C. Williamson, Town Clerk

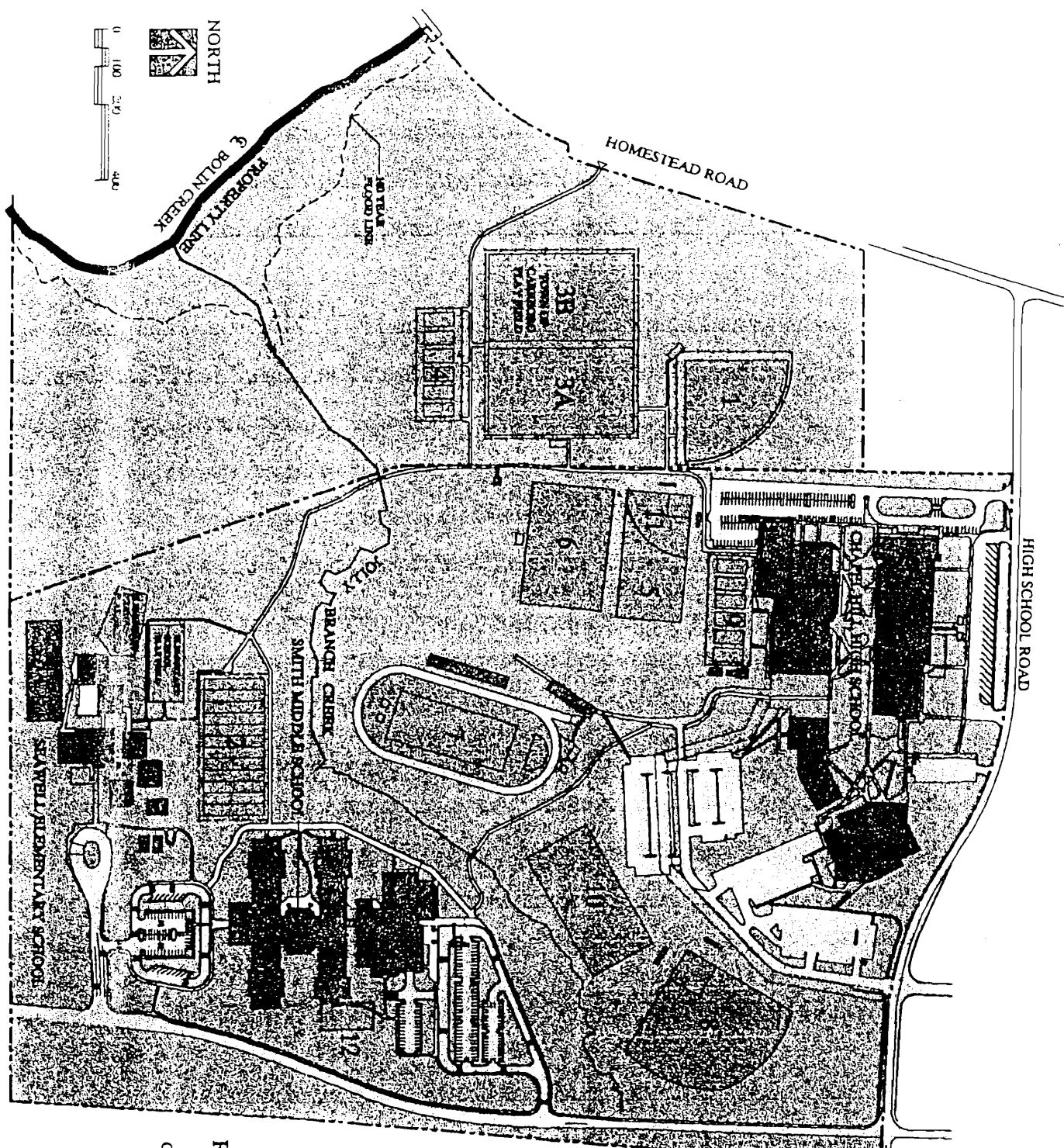


This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act


L. Bingham Roenigk, Finance Director

L-14

Schedule A



LEGEND:

- 1 NEW MIDDLE SCHOOL
SOFTBALL/BASEBALL FIELD
- 2 NEW MIDDLE SCHOOL
P.E./PRACTICE FIELD
- 3A NEW HIGH SCHOOL
PRACTICE FIELD
- 3B NEW TOWN OF CARBORO
PLAY FIELD
- 4 NEW MIDDLE SCHOOL
TENNIS COURTS
- 5 EXISTING HIGH SCHOOL
PRACTICE FIELD
- 6 EXISTING HIGH SCHOOL
SOCCER FIELD
- 7 EXISTING HIGH SCHOOL
ATHLETIC STADIUM
(SHARED USE WITH KIDDOLE SCHOOL)
- 8 EXISTING HIGH SCHOOL
BASEBALL FIELD
- 9 EXISTING HIGH SCHOOL
TENNIS COURTS
- 10 NEW MIDDLE SCHOOL
ATHLETIC FIELD
(IMPROVEMENT TO EXISTING PRACTICE FIELD)
- 11 EXISTING HIGH SCHOOL
SOFTBALL FIELD
- 12 UNC SCHOOL OF EDUCATION
FUTURE BUILDING ADDITION

R.D. AND EUZELLE P. SMITH
MIDDLE SCHOOL
CHAPPEL HILL/CARBORO CITY SCHOOLS
MAY 10, 2000

OVERALL CAMPUS PLAN

**AGREEMENT TO MODIFY THE DEVELOPMENT
AND JOINT USE AGREEMENT FOR THE SMITH MIDDLE
SCHOOL FIELDS**

WHEREAS, on or about July 26, 2001, the Town of Carrboro, North Carolina, a North Carolina municipal corporation, 301 W. Main Street, Carrboro, North Carolina 2751 (hereinafter referred to as the "Town"), the County of Orange, a North Carolina municipal corporation, 200 S. Cameron Street, Hillsborough, North Carolina, 27278 (hereinafter referred to as the "County"), and the Chapel Hill-Carrboro City Board of Education, a school administrative unit under the laws of the State of North Carolina, Lincoln Center, 750 S. Merritt Mill Road, Chapel Hill, North Carolina, 27516 (hereinafter referred to as the "Board of Education") entered into a Development and Joint Use Agreement (the "Original Agreement") for the use and maintenance of a facility to be built by the Board of Education on property leased by the County, referred to as the "R.D. and Euzelle P. Smith Middle School (the "School Site"); and

WHEREAS, the School Site has been built, and the various athletic fields which are the subject of the Original Agreement have been completed; and

WHEREAS, the parties to the Original Agreement now desire to modify certain portions and terms of that Agreement as herein specified.

NOW, THEREFORE, based on the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, is agreed as follows:

1. At Section 4, entitled "Utilities, Maintenance and Upkeep" of the original Agreement, shall be amended by deleting the second and third sentences of subparagraph (a), so that subparagraph (a), as amended, reads as follows:

As set forth in paragraph 1(a), the Town and the County, or either of them, may, at their own cost and expense, install and maintain lights at one or more of the fields.

2. A new subparagraph (a1) shall be added to Section 4, entitled "Utilities, Maintenance and Upkeep" of the Original Agreement, the new subparagraph (a1) to read as follows:

(a1) The Town of Carrboro shall be responsible for the maintenance and upkeep of the light system for Field B. The Board of Education shall be responsible for the maintenance and upkeep of the light system for Field A. Costs associated with extraordinary maintenance and repair of the lighting system servicing Fields 3A and 3B, including labor, supplies and materials, shall be divided equally among the three parties. Electric service for each Field will be metered separately. It will be the responsibility of the Board of Education to pay for service to Field 3A and the responsibility of the Town to pay for service for Field 3B.

3. In all other respects, the Development and Joint Use Agreement executed as of the date first set forth above shall remain unchanged, and shall remain in full force and effect unless and until otherwise modified in writing.

IN WITNESS WHEREOF, the parties to this Agreement have duly and validly approved it and caused it to be executed on their behalf by the undersigned agents.

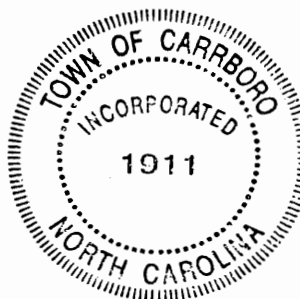
This the 6th day of October, 2004.

TOWN OF CARRBORO

BY: Steven Stewart
Steven Stewart, Manager

ATTEST:

Sarah C. Williamson



E-17

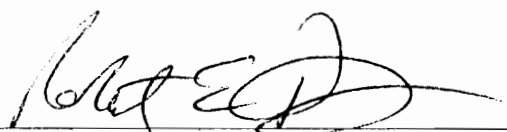
Sarah Williamson, Town Clerk

(SEAL)

This instrument has been pre-audited in the manner provided in the Local Government Budget and Fiscal Control Act.


Carrboro Finance Director


Agreement approved as to form


Robert E. Hornik, Jr., Attorney
for Town of Carrboro

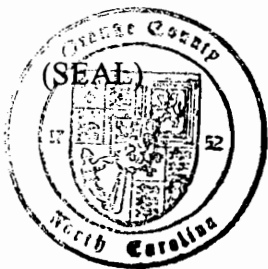
COUNTY OF ORANGE

BY: 
Chair, Board of Commissioners

ATTEST:



, Clerk



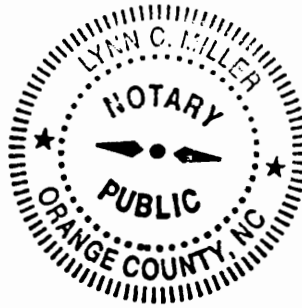
E-18

CHAPEL HILL-CARRBORO BOARD OF
EDUCATION

BY: Elizabeth Mass Carter
Chair

ATTEST:

Lynn C. Miller
my commission expires
February 10, 2007.



SPORTS FIELD LIGHTING

SMITH

MIDDLE SCHOOL

CHAPEL HILL/CARRBORO, NORTH CAROLINA



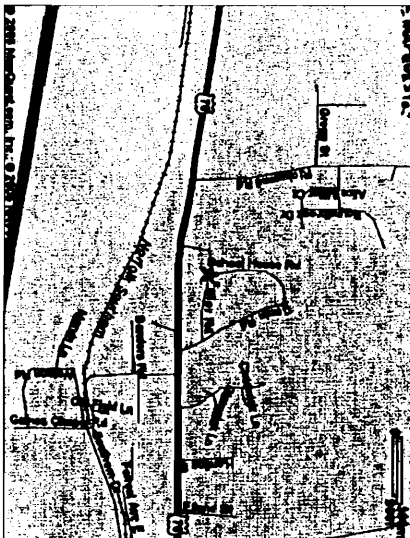
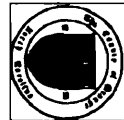
SHEET LEGEND

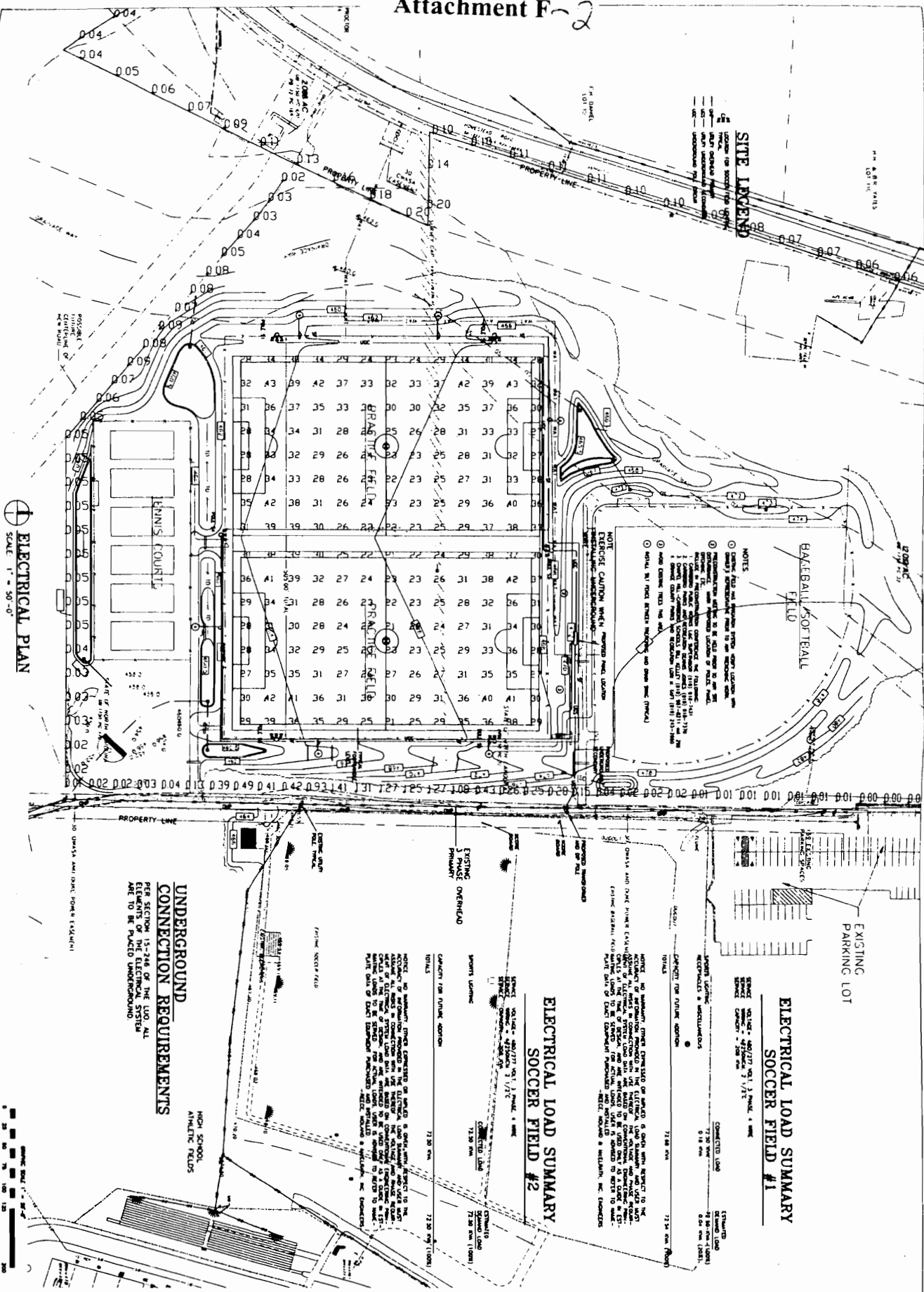
SHEET C01 - COVER SHEET
SHEET E1 - EFLAND CHEEKS ELECTRICAL PLAN
SHEET E2 - EFLAND CHEEKS DETAILS AND RISERS
SHEET E3 - SMITH MIDDLE ELECTRICAL PLAN
SHEET E4 - SMITH MIDDLE DETAILS AND RISERS

EFLAND CHEEKS

ELEMENTARY SCHOOL

EFLAND, NORTH CAROLINA





ELECTRICAL PLAN
SCALE 1" = 50'-0"

UNDERGROUND CONNECTION REQUIREMENTS

PER SECTION 15-246 OF THE L.U.C. ALL UNDERGROUND CABLES ARE TO BE PLACED UNDERGROUND

HIGH SCHOOL ATHLETIC FIELDS

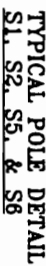
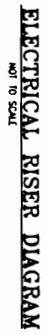
ELECTRICAL LOAD SUMMARY SOCCER FIELD #2

NOTE: NO SUBSTATION, TRANSFORMER OR SERVICE POINT IS SHOWN ON THIS PLAN. THE LOCATION OF THE SUBSTATION, TRANSFORMER OR SERVICE POINT SHALL BE DETERMINED BY THE ELECTRICAL ENGINEER. THE LOCATION OF THE SUBSTATION, TRANSFORMER OR SERVICE POINT SHALL BE DETERMINED BY THE ELECTRICAL ENGINEER. THE LOCATION OF THE SUBSTATION, TRANSFORMER OR SERVICE POINT SHALL BE DETERMINED BY THE ELECTRICAL ENGINEER.

LOAD TYPE	LOAD VALUE	LOAD TYPE	LOAD VALUE
EXISTING LIGHTING	11.38 KVA	EXISTING LIGHTING	11.38 KVA
NEW LIGHTING	11.38 KVA	NEW LIGHTING	11.38 KVA
TOTAL	22.76 KVA	TOTAL	22.76 KVA

ELECTRICAL LOAD SUMMARY SOCCER FIELD #1

LOAD TYPE	LOAD VALUE	LOAD TYPE	LOAD VALUE
EXISTING LIGHTING	11.38 KVA	EXISTING LIGHTING	11.38 KVA
NEW LIGHTING	11.38 KVA	NEW LIGHTING	11.38 KVA
TOTAL	22.76 KVA	TOTAL	22.76 KVA

[illegible]

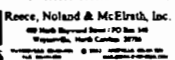
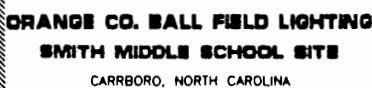
NOT TO SCALE

CONSULT WITH 1980 RWT LAMP AND MOUNTING INSTRUCTIONS

ZONE 2 - SOCCER FIELD 1/2

CONTROL DESCRIPTION

TO BYPASS PHOTOCELL AND CLOCK TRIPS.



DATE	4/3/2005
PROJECT NO.	200-065 00
QUANTITY BY	JSD
APPROVED BY	WLM
COUNTY	