

SAMPSON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA August 11, 2020 – Special Called Meeting

This meeting is to be held during the unprecedented event of the COVID-19 pandemic. Because the State and the County remain under a State of Emergency, the meeting will be conducted via Zoom and broadcast via YouTube.

11:00 am Convene Meeting Invocation and Pledge of Allegiance

Item 1 Consider Approval of Amended Meeting Schedule

The August 3, 2020 meeting was cancelled because of the anticipated impact of Hurricane/Tropical Storm Isaias. The School of Government recommends that any amendment to a published meeting schedule be done by Board action. Therefore, we are respectfully requesting the Board amend the August meeting schedule to include a meeting at 6 pm on August 18 (replacing the cancelled 8/3 meeting) and a potential recessed meeting date of August 20 at 6 pm. We have already drafted and published meeting notices for each of these in order to provide the public with as much advance notice as possible, and a copy of this notice is attached.

Item 2 Consider Approval of Easement to Duke Energy Progress, LLC

This item was previously included on the proposed agenda for the August 3 cancelled meeting but is included on this special meeting agenda to mitigate potential project delays. Duke Energy Progress, LLC ("DEP") has requested that Sampson County grant DEP an easement over a portion of the property on which Tarheel Challenge Academy is located in Salemburg, NC. The utility easement is needed as part of a construction project that is being completed by the NC Department of Public Safety. Counties are authorized to grant easements over, through, under, or across any county property by G.S. 153A-176 and G.S. 160A-273. Staff have reviewed the proposed Easement and recommend approval.

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Item 3 Consider Approval of Easement to Align RNG

Align RNG, LLC ("Align") has requested that Sampson County grant Align a pipeline easement over a portion of certain real property owned by the County. The property is a vacant 0.3-acre lot located on Cornwallis Road near the Town of Turkey. The easement is needed as part of a pipeline project that is the result of joint venture between Smithfield and Dominion Energy to produce renewable natural gas using swine waste as its principle feedstock. Counties are authorized to grant easements over, through, under, or across any county property by G.S. 153A-176 and G.S. 160A-273. The County will receive the sum of \$500.00 for granting the easement to Align. Staff have reviewed the proposed Pipeline Easement and Access Agreement and recommend approval.

Item 4 Closed Session - NCGS § 143-318.11(a)(5)

The Board will consider entering into Closed Session pursuant to N.C. Gen. Stat. § 143-318.11(a)(5) in order to instruct the County's staff concerning the position to be taken by the County in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

The Board will re-enter open session to take action, if any is needed.

Adjournment

NOTICE OF AMENDMENT TO REGULAR MEETING SCHEDULE Meeting Date/Time: August 18, 2020 at 6:00 p.m.

The Sampson County Board of Commissioners will amend its regular meeting schedule and hold its August regular meeting on Tuesday, August 18, 2020 at 6:00 p.m. The meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328 using a modified public setting format that allows in-person citizen input while also recognizing current restrictions on mass gatherings and following the sound guidance of public health officials regarding social distancing.

The maximum number of participants allowed in the Auditorium at any one time will be 10 persons. Each member of the Board of Commissioners will opt to participate in the meeting either in person or by Zoom video. The County Manager and staff will also be present, not exceeding a total of nine (9) individuals, with remaining staff participating via Zoom. To accommodate agenda presentations and a Public Comment period, speakers will be admitted to the meeting room individually to present/comment.

Given the limitation of persons within the meeting room, the meeting will be broadcast live via the Sampson County YouTube page (found at this link https://bit.ly/2XshcCQ)beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

August 18, 2020 Meeting Information

Telephone number: (646) 558 8656 Meeting ID number: 857 5267 3712 Password: 790723754

There are no public hearings currently scheduled for the August 18, 2020 agenda; however, pursuant to N.C. Gen. Stat. § 153A-52.1, the Board will hold a Public Comment period as part of their regular meeting. Given the modified public setting, the Board will adopt temporary Public Comment rules that will modify and supplement their existing Rules of Procedure and Conduct and Public Comment Policy. The Board will accept Public Comments in written and oral form as follows:

Written Comments

Public Comments received in written form via first class mail or emailed to the Clerk to the Board by 5:00 p.m. on Monday, August 17, 2020 will be provided to each of the Board members for their review prior to the meeting. Those comments received prior to that date and time will be read by the Clerk in the order they were received for a period not to exceed 30 minutes.

Written comments may be submitted in one of two ways. Comments must include the commenter's full name and address and must specify that the comments are submitted for Public Comment.

•	First class mail addressed as follows:	Clerk to the Board 406 County Complex Rd., Bldg. C Clinton, NC 28328
•	Email addressed as follows:	susanh@sampsonne.com

Email addressed as follows:

susanh(*a*)sampsonnc.com

Oral Comments

The Public Comment period will then include a period during which the Board will receive oral comments. Individuals who wish to address the Board during this portion of the Public Comment period will be allowed to address the Board for no more than two (2) minutes each.

Both written and oral comments must comply with the Board's Rules of Procedure and Public Comment Policy.

Citizens planning to attend the meeting for purposes of speaking during Public Comment will be asked to remain outside of the meeting room and will be expected to comply with social distancing of six (6) feet, even if this requires persons to remain outside the building until the time of their presentation/comment. Masks will be required any time persons are within the building (except when actually addressing the Board from the podium).

In the event that the Board of Commissioners recesses the meeting, the reconvened meeting will be held virtually by video conference. The Board of Commissioners' Auditorium will not be open to the public for any such reconvened meeting, which will broadcast via the Sampson County YouTube Page (found at <u>https://bit.ly/2XshcCQ</u>) beginning at 6:00 p.m. on Thursday, **August 20**, **2020**. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

August 20, 2020 Recessed Meeting Information (if needed)

Telephone number: 646 558 8656 Meeting ID number: 842 1064 9745 Password: 778231516

In the event that a reconvened meeting is held on August 20, 2020 at 6:00 p.m., the reconvened meeting will not include a Public Comment period or any public hearings.

Date of Posting: August 6, 2020



MEMORANDUM

TO: Susan J. Holder

FROM: Joel Starling

DATE: July 21, 2020

RE: Duke Energy Progress Easement

Duke Energy Progress, LLC ("DEP") has requested that Sampson County grant DEP an easement over a portion of the property on which Tarheel Challenge Academy is located in Salemburg, NC. The utility easement is needed as part of a construction project that is being completed by the NC Department of Public Safety. Counties are authorized to grant easements over, through, under, or across any county property by G.S. 153A-176 and G.S. 160A-273. Staff have reviewed the proposed Easement and recommend approval.

Materials:

- 1. Easement; and
- 2. Exhibit Map.

EASEMENT

NORTH CAROLINA SAMPSON COUNTY Duke Energy Progress, LLC Attn: Denard Haney 6670 Wade Stedman Road Wade, NC 28395

Return To:

THIS EASEMENT ("Easement") is made this ______ day of ______, 2020 ("Effective Date"), from <u>SAMPSON COUNTY</u>, a body corporate and politic and political subdivision of the State of North <u>Carolina</u>, ("GRANTOR," whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in <u>Honeycutt Township</u>, described as follows: containing 9.25 acres, more or less, and being the land described in a deed from the Sampson County Board of Education, to Sampson County, dated May 29, 2001, and recorded in Deed Book 1395, Page 762, Sampson County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

It is understood and agreed that the easement area herein granted shall be approximately located as shown on the sketch attached hereto as Exhibit A and recorded herewith.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

SAMPSON COUNTY

Ву: _____

Clark H. Wooten, Chairman, Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

(Affix Official Seal)

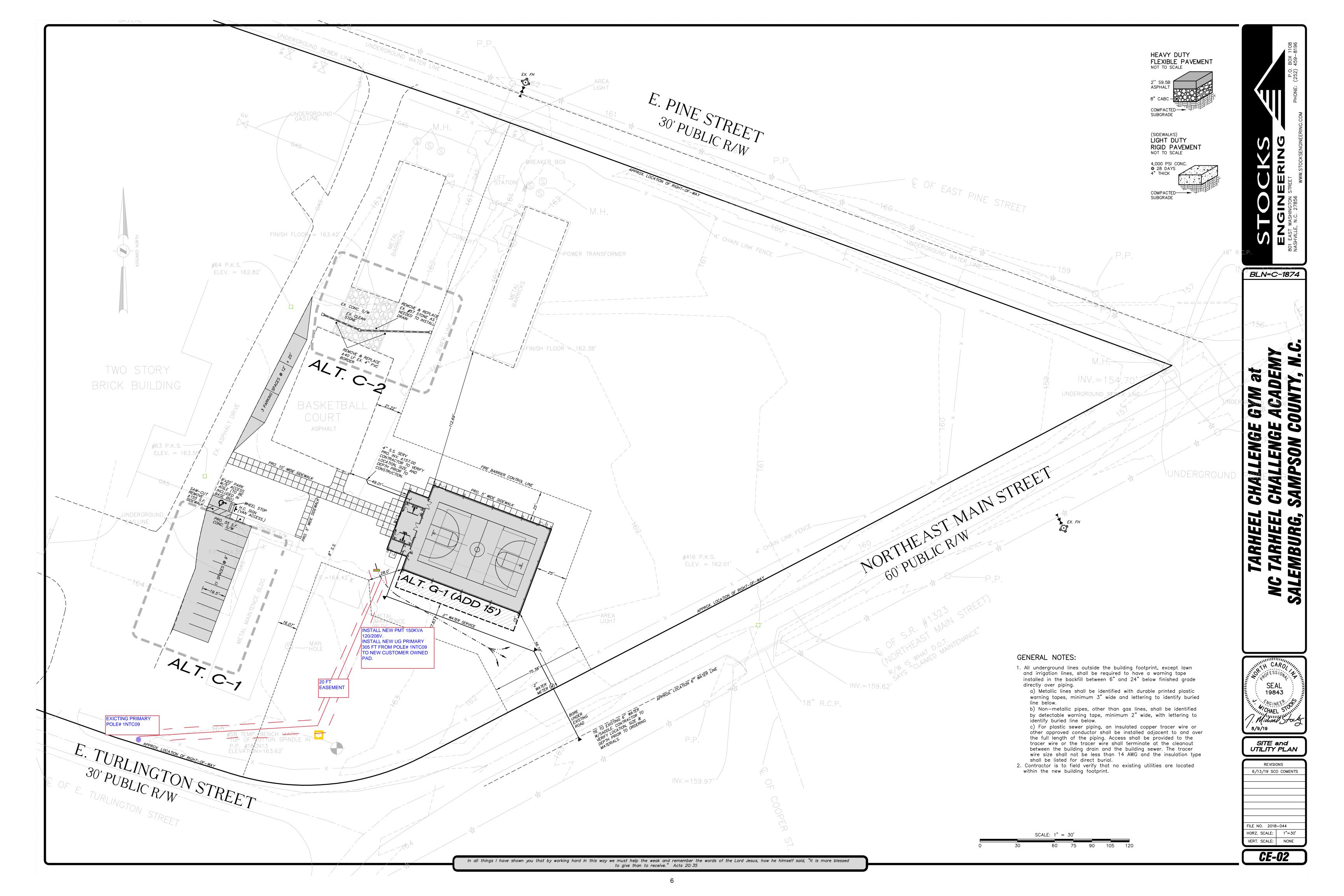
NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of ______ County,

North Carolina, certify that <u>Susan J. Holder</u> personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for <u>SAMPSON COUNTY</u>, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its Chairman, sealed with its official seal, and attested by herself as its Clerk to the Board.

Witness my hand and notarial seal, this _____ day of _____, 20____.

(Notary Seal) Notary Public
My commission expires:





MEMORANDUM

TO: Susan J. Holder

FROM: Joel Starling

DATE: July 21, 2020

RE: Align RNG Pipeline Easement

Align RNG, LLC ("Align") has requested that Sampson County grant Align a pipeline easement over a portion of certain real property owned by the County. The property is a vacant 0.3 acre lot located on Cornwallis Road near the Town of Turkey. The easement is needed as part of a pipeline project that is the result of joint venture between Smithfield and Dominion Energy to produce renewable natural gas using swine waste as its principle feedstock. Counties are authorized to grant easements over, through, under, or across any county property by G.S. 153A-176 and G.S. 160A-273. The County will receive the sum of \$500.00 for granting the easement to Align. Staff have reviewed the proposed Pipeline Easement and Access Agreement and recommend approval.

<u>Materials</u>:

- 1. Pipeline Easement and Access Agreement; and
- 2. Exhibit Map.

406 County Complex Road, Building C (910) 592-6308 Clinton, North Carolina 28328 www.sampsonnc.com (Space above reserved for Recorder of Deeds certification)

- 1. Title of Document: Pipeline Easement and Access Easement Agreement
- 2. Date of Document:
- 3. Grantor(s): Sampson County
- 4. *Grantee(s):* Align RNG, LLC
- 5. Statutory Mailing Address(s): 2822 NC Hwy 24 West, Warsaw, NC 28398
- 6. Legal Description: See attached Exhibits

PIPELINE EASEMENT AND ACCESS EASEMENT

This Agreement is entered into on this _____ day of August, 2020, by and between Sampson County ("Grantors") and Align RNG, LLC. ("Grantee").

WHEREAS, Grantors owns that certain real property described on **Exhibit "A"** attached hereto and incorporated herein (hereinafter the "Grantors Parcel"); and

WHEREAS, Grantors and Grantee have agreed to enter into this Agreement by which Grantors will grant to Grantee certain easement rights to certain portions of the Grantors' Parcel, as legally described and depicted on **Exhibit "B**" attached hereto and incorporated herein (hereinafter said legal description and depiction shall be referred to as the "Pipeline Easement Area") which is granted by Grantors in order to allow Grantee adequate space for the construction, operation, maintenance, repair and replacement of a pipeline system (consisting of all pipes and related equipment and improvements for the transmission of swine biogas, the "Pipeline") for attachment to an interstate natural gas pipeline system (the "System").

NOW THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises and covenants contained herein the parties hereto agree as follows:

1. <u>Grant of Easement</u>. Grantors hereby grant to Grantee and its successors, transferees and assigns an irrevocable, nonexclusive and perpetual twenty feet (20') in width, easement (the "Pipeline Easement") for use of the Pipeline Easement Area by Grantee for the excavation, laying, installation, construction, operation, maintenance, monitoring, and repair during the construction period, together with the right to re-enter for the purpose of repair of the pipeline after the construction period if necessary. Such easement rights shall also include Grantee's right to cut, trim and remove any growth of bush and trees, which interfere with or endanger the improvements constructed or to be constructed in the Pipeline Easement Area by Grantee.

a. The location of the Easement is generally as depicted on the attached **Exhibit "B"**. Landowner authorizes Grantee to unilaterally record a legal description and/or drawing of the "as built" easement to reflect the precise location of the Easement. However, upon request of the Grantee, Landowner agrees to cooperate with Grantee and to join Grantee in the execution of an amendment to this Agreement or any other documents in recordable form for the purpose of documenting and recording the precise location of the Easement.

2. <u>Maintenance Obligations</u>.

a. Grantee shall, at Grantee's sole cost and expense, be solely responsible for the maintenance, repair and replacement of the Pipeline and other improvements used in connection with the Pipeline located within the Pipeline Easement Area.

b. Any damage to the Pipeline Easement Area caused by Grantee or Grantee's agents, invitees or employees in connection with Grantee's utilization of the Pipeline Easement Area or otherwise caused as a result of Grantee's maintenance, repair and/or replacement of the Pipeline and other improvements used in connection with the Pipeline

shall be repaired by Grantee, at Grantee's sole cost and expense. Grantee shall complete such repairs and/or replacements to the Pipeline Easement Area in a diligent and timely fashion following the date of such damage, or written notice thereof from Grantors, and shall complete such repairs and/or replacements in a good and workmanlike manner.

3. <u>Access Easement</u>. Grantors hereby grant to Grantee, and its successors, transferees and assigns, an irrevocable, non-exclusive and perpetual easement (the "Access Easement") in order to allow Grantee reasonable rights of ingress, egress and transit over, through, upon and across Grantors' Parcel for ingress, egress and transit to the Pipeline Easement Area as may be reasonably needed in relation to the Pipeline Easement granted herein.

4. <u>Continuing Easement</u>. The easements described herein are intended to run with and encumber the Grantors' Parcel from the date of this Agreement and at all times hereafter, and the easements described herein may be released only by and upon the mutual agreement of Grantors and Grantee or by their respective transferees, successors, heirs or assigns.

5. <u>Legal Requirements</u>. Grantee shall, at Grantee's sole cost and expense, comply with all applicable laws, orders, ordinances and other public requirements now or hereafter affecting the Pipeline Easement Area or the use thereof (as well as obtaining, at Grantee's sole cost and expense, all required governmental approvals and building permits, etc. for the construction/installation of the pipeline and improvements to be located on the Pipeline Easement Area), and indemnify, defend and hold Grantors harmless from expense or damage resulting from failure to do so.

6. <u>Grantee's Covenants.</u> In consideration for and as conditions to the grant of the Pipeline Easement herein, the Grantee covenants and agrees as follows:

a. Grantors retain for themselves, its successors and assigns the right fully to use and enjoy the Pipeline Easement Area for the construction, operation and maintenance of other easements and for all other uses and purposes which do not unreasonably interfere with the Pipeline Easement granted the Grantee, including the granting of additional easements within the Pipeline Easement Area. Notwithstanding anything in this Agreement to the contrary, Grantors covenant and agree that should they construct, install, or place (or allow any other party to do so), any buildings, improvements, or other appurtenances in, on, or under the Pipeline Easement Area that would unreasonably interfere with the Grantee's use or exercise of the Pipeline Easement, or access to the Pipeline Easement Area, that they give the Grantee an alternative easement as reasonably possible.

b. Grantee shall remove from the Grantors' Parcel all underbrush, stumps, fallen trees, wood, and debris resulting from the construction, repair or replacement of the improvements in, under, and over the Pipeline Easement and shall restore the Grantors' Parcel to the same condition in every respect as when the Grantee began any such construction, repair or replacement as permitted herein.

c. Grantee shall pay Grantors, its employees, agents, independent contractors and lessees, as their respective interests may appear, all direct losses and damages to roads,

growing crops, pastures, fences, livestock, plowed lands, irrigation and drainage installations on the Grantors' Parcel, whenever sustained, incurred or occurring as a result of the Grantee's exercise of any of the rights and privileges granted by Grantors.

7. <u>Limitation of Liability</u>. Neither Grantors, Grantee, nor their respective lessees, managers, members, officers, directors, employees, representatives, agents, or independent contractors, because of any of their respective acts or omissions relating to the Pipeline Easement, or because of their respective compliance or noncompliance with this Agreement, shall have any liability, whether in contract, warranty, tort, strict liability, or other legal theory, for any indirect, incidental, or consequential damages of the other party. Notwithstanding the above, however, Grantee will indemnify, defend, and hold harmless Grantor from any liability arising from or relating to the installation, operation, or maintenance of the pipeline in the Pipeline Easement Area.

8. <u>Counterparts</u>. This Agreement may be executed by the parties hereto on separate counterparts or on separate signature pages to be attached hereto, all of which shall constitute one in the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

[Signatures appear on the following pages.]

GRANTOR:

By: _____

Clark H. Wooten, Chairman, Sampson County Board of Commissioners

ATTEST:

By: _____

Susan J. Holder, Clerk,

Sampson County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, ______, a notary public for said county and state, do hereby certify that Susan J. Holder, personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for Sampson County and that by authority duly given and as the act of said County, the foregoing Agreement was signed in its name by its Chairman, sealed with its official seal, and attested to by herself as its Clerk to the Board.

WITNESS my hand and official stamp or seal this _____ day of ______, 2020.

Notary Public

(Notary Seal)

Print Name:_____

My Commission Expires:_____

ALIGN RNG, LLC

By: _____

Print Name: Kraig Westerbeek

Title: Vice President - Member/Manger

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

I, ______, a notary public for said county and state, do hereby certify that KRAIG WESTERBEEK, Vice President - Member/Manager of ALIGN RNG, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing document for the purpose stated therein and in the capacity indicated on behalf of the limited liability company.

WITNESS my hand and official stamp or seal this _____ day of ______, 2020.

(Notary Seal)

Notary Public

Print Name:

My Commission Expires:

Exhibit "A" Real Property Parcel Descriptions

Being all that land as recorded in Deed Book 1472 Page 0279 of the Sampson County Register of Deeds, with GIS PIN # 18064952001.

BEGINNING at a stake located 21.0 feet from the centerline of the dirt road, said stake being 263.0 feet measured as the dirt road runs from the Mathis-Torrance property line and runs thence from said beginning point, N. 84° 55' W., 159.0 feet to a stake in a ditch; thence along the centerline of the ditch, N. 12° 52' E., 118.0 feet to the junction of that ditch with another ditch; thence along the second ditch a general course of S. 67° 05' E., 153.5 feet to a stake at the road; said stake being 21.0 feet from the centerline of that road; thence S. 07° 35' W., 70.0 feet to the **POINT OF BEGINNING**, containing 1/3 of an acre, more or less and being that same lot or parcel conveyed to Nathaniel Mathis by deed dated August 22, 1961 and recorded in Deed Book 725, Page 22, Sampson County Registry.

THERE HAS BEEN NO TITLE EXAMINATION IN THE PREPARATION OF THIS DEED

Exhibit "B"

Pipeline Easement Area

