

**Camden County Board of Commissioners  
Special Called Meeting  
July 14, 2022; 7:00 PM  
New Camden Public Library Boardroom  
118 Hwy 343 North**

**MINUTES**

A duly noticed Special Called Meeting of the Camden County Board of Commissioners was held on July 14, 2022 at 7:00 PM in the boardroom of the New Camden Public Library in Camden, North Carolina. The purpose of the meeting was to consider a lease agreement with Lucia Specialized Hauling of VA, Inc. for property located in the Camden Commerce Park.

**CALL TO ORDER**

The meeting was called to order by Chairman Ross Munro at 7:00 PM. Also Present: Vice-Chair Tiffney White, Commissioners Tom White, Clayton Riggs and Randy Krainiak. Administration Staff Present: County Manager Erin Burke, County Attorney John Morrison and Clerk to the Board Karen Davis.

**CONSIDERATION OF THE AGENDA**

Motion to approve the agenda as presented.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Randy Krainiak
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**COMMERCE PARK PROPERTY AGREEMENT**

County Attorney John Morrison presented in detail the following agreement between Camden County, North Carolina and Lucia Specialized Hauling of VA, Inc for the lease of unimproved real property and option to purchase land consisting of 10.61 acres, more or less, situated on Opportunity Drive in Camden County Commerce Park. Mr. Lucia agrees to the terms.

Mr. Morrison explained that according to Economic Development Law, the County may lease the property without a public hearing, provided the lease is for one year and no more; and provided there is a finding by the Board that the County has no use for the property in the coming year.

North Carolina

Camden County

**LEASE OF UNIMPROVED REAL PROPERTY AND OPTION TO PURCHASE**

This lease is made and entered into this \_\_\_\_ day of July, 2022 by and between Camden County, a Body Politic and Political Subdivision of the State of North Carolina ("LESSOR") and Lucia Specialized Hauling of VA, Inc. ("LESSEE").

**RECITALS**

1. LESSOR owns real property hereinafter described and has statutory authority to lease and option the same pursuant to *North Carolina General Statute 160A-272 and 158-7.1 (d)*. The statutory requirements have been satisfied, or will be timely satisfied, regarding any renewal or execution of the option granted as further explained herein.
2. LESSEE is desirous of leasing the property to promote development of its existing business. Likewise, LESSEE has a keen interest in purchasing the property in accord with the above referenced statutes and other applicable North Carolina law.
3. LESSOR is desirous of promoting commercial development in Camden County to increase its tax base, provide employment for its residents with the further possibility of creating local sales and jobs in other Camden businesses which may service LESSEE's enterprise, thereby creating the potential for sales tax revenue.
4. LESSEE has represented, and LESSOR through its duly elected Board of

Commissioners, has determined should LESSEE execute its option herein, the purchased site would create 25 full time jobs with an annual average compensation, excluding benefits, of at least \$35,000 to \$65,000 per year. Further, such jobs would be maintained for at least 10 consecutive years.

5. The Camden County Board of Commissioners has likewise found the property has a fair market value of \$35,000 per acre, as of this date.

6. The above recitals have been carefully reviewed by the parties and each does affirm the same are accurate.

7. LESSOR and LESSEE, for the reasons above stated each desire to enter into this lease and option on the terms appearing and each represents to the other it has full authority to do so.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein expressed and other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE**

**REAL PROPERTY DESCRIPTION**

The property leased, and subject to option, consists of 10.61 acres, more or less, situated on Opportunity Drive in Camden County Commerce Park. Although no current survey or lot number exist, the following description is accepted by the parties from an arial photograph, as sufficient to describe the subject real property for purposes of this instrument.

*Bounded on the South by Eco Park on the East by Opportunity Drive; on the North by lands now or formerly belonging to Lewis and on the West by US Hwy 17. This property is part of a larger tract of land, Commerce Park, and will subsequently be surveyed and identified with an individual parcel number. The survey shall then be recorded. The expense of survey and choice of a licensed surveyor is with county.*

#### **SECTION TWO**

##### **TERM**

This lease shall exist for a period of one year only, commencing August 1<sup>st</sup>, 2022, and terminating at midnight July 31<sup>st</sup>, 2023. Inasmuch as LESSOR is a North Carolina local government there can be no subsequent extensions without the approval of the Camden County Board of Commissioners in compliance with existing state law. Such additional extensions cannot exceed a one-year term. Should LESSEE desire an extension, it shall be documented in a written petition timely dated submitted to the Camden County manager no later than 30 days prior to the expiration of the existing one-year term. Although LESSOR will not unreasonably withhold an extension request, it will diligently comply with the requirements of NCGS 160A-272 and 158-7.1 (d) as well as other applicable law.

#### **SECTION THREE**

##### **PERMISSABLE REAL PROPERTY IMPROVEMENTS**

During the course of this one-year lease, or any extension thereof, LESSEE may improve the leased premises, including, but not limited to the creation of entry and exit points; grading;

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and clearing. Provided, all such improvements, shall be approved by the County Planning Director, in writing, in advance. Such permission shall not be unreasonably withheld and would only be denied, if in the discretion of the planning director, the improvement would impair the value of the existing property or any other property within the Commerce Park. Moreover, there is an existing *cul-de-sac* which shall not be removed or obstructed. Should LESSEE fail to exercise its option, all improvements, which shall be at LESSEE's sole expense, shall remain the property of LESSOR free and clear from any demand, including compensation, by LESSEE.

#### **SECTION FOUR**

##### **USE & OCCUPANCY**

LESSEE may immediately utilize the leased premise for the storage of its vehicles and equipment and for such other purposes as are directly related to the expansion of LESSEE's existing business and the permanent acquisition of the real property. This is likewise subject to the approval of the planning director, as above stated and shall not unreasonably be withheld. However, consent subject to existing North Carolina law regarding hazardous substances, zoning, and the restrictive covenants of record in Book 368 at pages 673-705 of the Public Registry of Camden County. Said restrictive covenants are incorporated herein by reference with the understanding LESSEE must, at all times, abide by the same.

LESSEE may enter into the subject property with quiet and lawful enjoyment, pursuant to the terms of this lease, August 1<sup>st</sup>, 2022.

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#### **SECTION FIVE**

##### **RENT**

LESSEE shall pay to LESSOR the sum of One Hundred Seven Thousand, One Hundred Twenty-Four Dollars (\$107,124.00) payable in twelve equal monthly installments, beginning on August 1<sup>st</sup>, 2022, and continuing each month thereafter, in the amount of Eight Thousand Nine Hundred and Twenty-Seven Dollars (\$8,927.00), to the expiration of the existing term are any extension thereof.

In the event LESSEE elects to exercise the potential option hereinafter expressed, each month of rental received by LESSOR from LESSEE shall be a credit on the purchase price. Otherwise, the same is treated as rent only and shall not be refundable.

#### **SECTION SIX**

##### **OPTION TO PURCHASE**

For three consecutive years from August 1<sup>st</sup>, 2022, LESSEE shall have the right to purchase the described property for the total sum of Three Hundred Seventy-One Thousand Three Hundred and Fifty Dollars (\$371,350.00) provided, however, in order to execute the option LESSEE must be under an active term or extension thereof, and in all ways compliant with the terms of this agreement. If LESSEE does not enjoy an active lease, in accord with this document, the option opportunity ceases.

Notification of intent to execute the option shall be made in writing by LESSEE, to the County Manager of LESSOR. Closing shall be within 30 days thereafter. LESSOR shall convey title by good and sufficient warranty deed, subject to restrictive covenants and easement of

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record; *ad valorem* taxes shall be prorated with LESSOR bearing all expenses normally associated with a real estate transaction allotted to a grantor. LESSEE shall be solely responsible for all financing cost, if any, and all legal cost including attorney fees and recording cost normally incurred by a Grantee in a North Carolina real estate transaction.

The cost of this option is Fifty Thousand Dollars (\$50,000.00) payable upon execution of this document, which shall be credited to the purchase price at the time grantee fully exercises the option granted herein. In the event, grantee does not exercise the option in accord with the requirements of this document, the option money shall remain the sole and exclusive property of Camden County excepting for the circumstance hereinafter described.

It is understood between the parties, and made a material part of this contract, that prior to a conveyance of real property by LESSOR, pursuant to this option, LESSOR must comply with North Carolina law regarding privately negotiated sales by a local government. If for any reason, the then sitting Board of Commissioners does not approve or so comply, the fifty thousand dollar (\$50,000.00) option price shall be refunded in full to LESSEE.

#### **SECTION SEVEN**

##### **INSURANCE**

All personal property located on the leased premises belonging to LESSEE, or any improvements made by LESSEE, shall be insured at LESSEE's sole expense from loss, damage, or destruction. In no event, shall LESSOR be responsible for the security, safety, and maintenance of LESSEE's property absent intentional misconduct by LESSOR or its agents.

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<p style="text-align: center;"><u>SECTION EIGHT</u></p> <p style="text-align: center;">NONASSIGNABILITY</p> <p>This contract is not assignable by LESSEE without the written permission of LESSOR.</p> <p style="text-align: center;"><u>SECTION NINE</u></p> <p style="text-align: center;">GOOD FAITH AND FAIR DEALING</p> <p>Upon notification of LESSEE of its intention to either the renew lease, or exercise its option, LESSOR agrees to immediately begin active compliance with applicable North Carolina law. This will include placing relevant matters on the earliest available agendas of the Board of Commissioners meeting.</p> <p style="text-align: center;"><u>SECTION TEN</u></p> <p style="text-align: center;">PUBLIC MEMORIALIZATION</p> <p>A notice of the existence of this lease and potential option shall be recorded in the Public Registry of Camden County. Each party agrees to cooperate in signing such. The recording cost shall be at County's expense.</p> <p style="text-align: center;"><u>SECTION ELEVEN</u></p> <p style="text-align: center;">AUTHORIZATION</p> <p>Prior to execution of this agreement, LESSEE shall present to LESSOR a duly dated and executed resolution authorizing the corporation to enter into this transaction.</p> <p style="text-align: center;">7</p>	<p>Executed on the day and year first above written in duplicate originals or counterparts:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>LESSOR</b></p> <p>Camden County, NC</p> <p>By: _____</p> <p>Erin Burke, County Manager</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>LESSEE</b></p> <p>Lucia Specialized Hauling of VA, Inc.</p> <p>By: _____</p> <p>President</p> </td> </tr> </table> <p style="text-align: center;">8</p>	<p><b>LESSOR</b></p> <p>Camden County, NC</p> <p>By: _____</p> <p>Erin Burke, County Manager</p>	<p><b>LESSEE</b></p> <p>Lucia Specialized Hauling of VA, Inc.</p> <p>By: _____</p> <p>President</p>
<p><b>LESSOR</b></p> <p>Camden County, NC</p> <p>By: _____</p> <p>Erin Burke, County Manager</p>	<p><b>LESSEE</b></p> <p>Lucia Specialized Hauling of VA, Inc.</p> <p>By: _____</p> <p>President</p>		

**Motion that the County will have no use for the property referenced in the agreement in the next 12 months.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**Motion to give authority and to the County Manager to executive the contract as presented by the County Attorney and the County Attorney is to move forward in obtaining the necessary signatures from Lucia Specialized Hauling.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tom White
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**Motion to approve the lease and of unimproved real property and option to purchase for Lucia Specialized Hauling of VA, Inc. for 12 months, commencing August 1<sup>st</sup>, 2022 as outlined in the agreement presented by the County Attorney.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**Motion to adjourn.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

There being no further matters for discussion Chairman Munro adjourned the meeting at 7:20 PM.

ATTEST:

\_\_\_\_\_  
Ross B. Munro, Chairman  
Camden County Board of Commissioners

\_\_\_\_\_  
Karen M. Davis  
Clerk to the Board