

**SPECIAL CITY COUNCIL AGENDA
ELECTRONIC MEETING by Office Suite HD
CITY OF SANFORD, NORTH CAROLINA
TUESDAY, JUNE 23, 2020 – 6:00 P.M.
225 East Weatherspoon Street
Sanford, NC 27330**



- 1. Meeting Called to Order**
- 2. Consider Termination of a Developer's Agreement for Triassic, LLC; Hobert D. Wicker and Sandra P. Wicker, Trustees; Linda Ball Wicker; Jimmie Lee Thomas and Judith S. Wicker (Pages 2-14)**
- 3. Consider ABC Contract (Pages 15-16)**
- 4. Consider Resolution Requesting Local Government Commission Approval of Extension of Issuance of Greenway Bonds (Page 17)**
- 5. Adjournment**

**RESOLUTION OF THE SANFORD CITY COUNCIL
TERMINATING THE DEVELOPERS AGREEMENT
FOR WICKER AND TRIASSIC, LLC
BY MUTUAL CONSENT**

WHEREAS, on the 2nd day of May 2017 the City of Sanford, a North Carolina Municipal Corporation (City) and Triassic, LLC, a North Carolina Limited Liability Company; Hobert D. Wicker and Sandra P. Wicker, Trustees or Successor Trustee, under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15 day of December 2005; Linda Ball Wicker, widow; and Jimmie Lee Thomas and his wife, Judith S. Thomas, (hereinafter referred to as "Owners"), entered into a Developers Agreement setting forth obligations and benefits concerning the property located on Exhibit A; and,

WHEREAS, said Developers Agreement was binding on the owners, their successors, and assigns; and,

WHEREAS, current owners are Neuseoco, LLC, a North Carolina Limited Liability Company; QJH Real Estate, LLC, a North Carolina Limited Liability Company; Sandra P. Wicker, Trustees or Successor Trustee, under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15 day of December 2005; Linda Ball Wicker, widow; and Jimmie Lee Thomas and his wife, Judith S. Thomas; and,

WHEREAS, the property is to be sold and the Parties to the Developers Agreement desire to terminate the Developers Agreement upon reimbursement of the costs for the installation of the sewer line.

NOW, THEREFORE, BE IT RESOLVED by the Sanford City Council, that:

1. Contingent upon receipt of a properly executed Termination Agreement and payoff of the reimbursement amount, the Developers Agreement shall be terminated;
2. Notice of Termination shall be recorded in the Lee County Register of Deeds Office and this Termination shall be effective thirty (30) days after the date of such recording;
3. From and after the effective date, the Developers Agreement is hereby terminated and of no further force and effect, and neither Owners nor City, nor any successors in interest, shall have any further obligation or liability to the other under the terms of the Developers Agreement.

Adopted this 23rd day of June 2020.

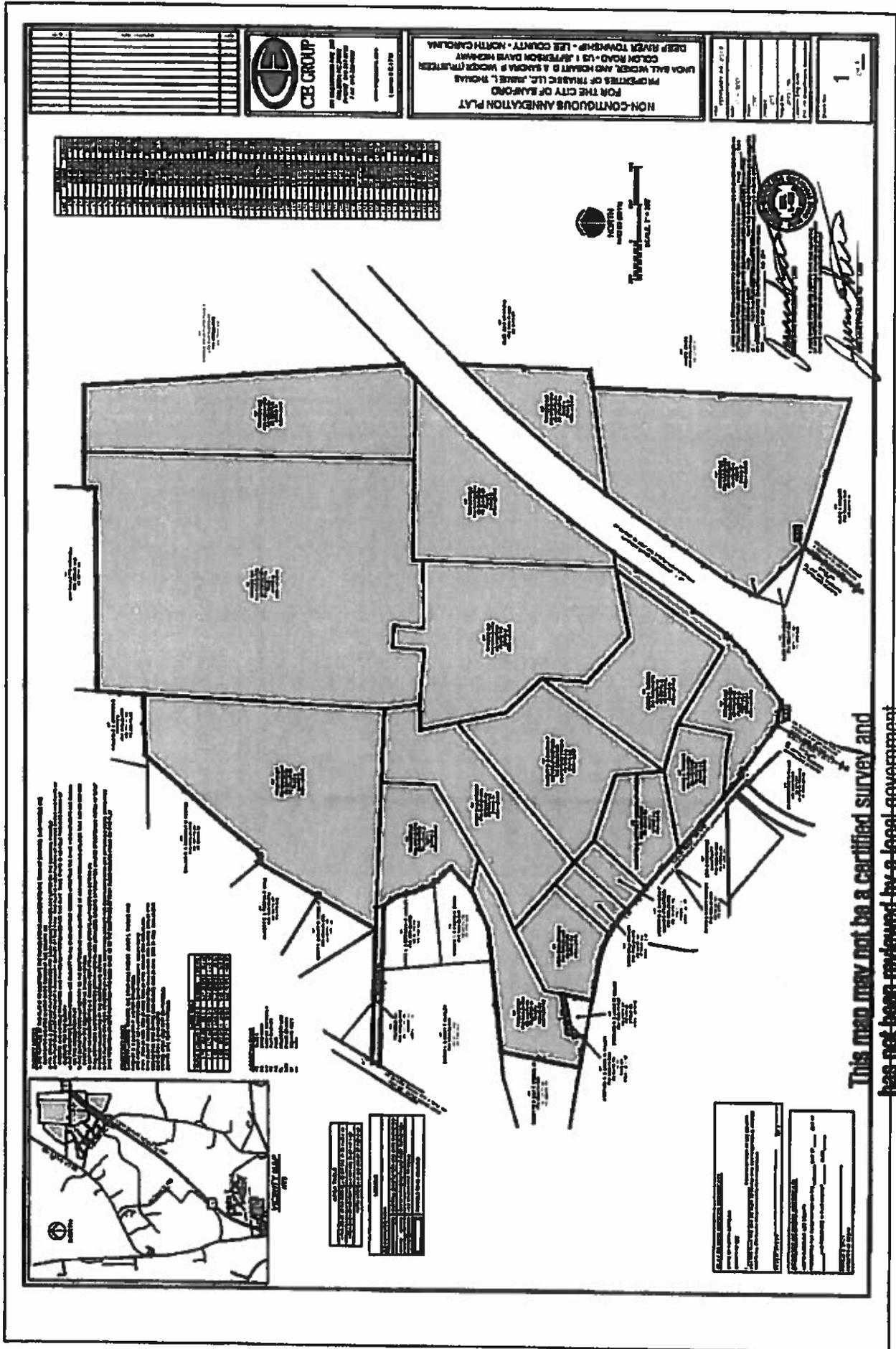
CITY OF SANFORD

BY

T. Chet Mann, Mayor

ATTEST:

Vicki Cannady, Deputy City Clerk



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

Exhibit A

**Land Description - TRIASSIC ANNEXATION
TRIASSIC PROPERTY BETWEEN NORTH OF COLON & WEST OF US 1**

Being the outer extents of all of those properties described in Deed Book 104 Page 496, Deed Book 469 Page 674, Deed Book 824 Page 460, Deed Book 1010 Page 756, Deed Book 1031 Page 196, Deed Book 1035 Page 250, Deed Book 1082 Page 708, Deed Book 1132 Page 617, Deed Book 1132 Page 636, & Deed Book 1132 Page 648 and being shown on Plat Cabinet 8 Page 73-E, Plat Cabinet 8 Page 79-D, Plat Cabinet 10 Page 11-E, Plat Cabinet 2006 Page 101, Plat Cabinet 2006 Page 124, Plat Cabinet 2007 Page 81, & Plat Cabinet 2008 Page 24, containing a combined area of 426.5 acres, more or less, said area being more particularly described as follows:

Note: Bearings and distances on annexation plat are adjusted to make the adjoining property lines match.

Commencing at a computed point, being the rear property corner between lots 18 & 19 of Devroe Meadows as recorded in Plat Cabinet 9 Page 100, which is the closest contiguous municipal city limit point to this subject property; thence N 31°03'18" E a distance of 12370.53' to the Point of Beginning.

Beginning at a point in the northern Right of Way of Colon Road and the western Right of Way of US 1, said point being known as the **point of beginning**; thence along the right of way of US 1 (Jefferson Davis Highway) the following 10 courses, S 79°37'03" E a distance of 191.83' to a point; thence N 52°51'57" E a distance of 308.50' to a point; thence N 51°35'54" E a distance of 192.01' to a point; thence N 44°26'08" E a distance of 165.14' to a point; thence N 44°35'19" E a distance of 38.04' to a point; thence N 35°26'42" E a distance of 644.62' to a point; thence N 34°14'08" E a distance of 480.15' to a point; thence with a curve turning to the right with an arc length of 852.28', with a radius of 11398.37', with a chord bearing of N 37°28'34" E, with a chord length of 852.08', to a point; thence with a compound curve turning to the right with an arc length of 1271.44', with a radius of 11398.37', with a chord bearing of N 42°48'50" E, with a chord length of 1270.78', to a point; thence N 45°52'49" E a distance of 151.66' to a point, a common corner with Bridge Road Farm Family LTD Partnership; thence leaving said right of way N 04°17'34" W a distance of 2589.59' to a point; thence N 89°43'23" W a distance of 534.34' to a point; thence S 89°47'32" W a distance of 291.12' to a point, a common corner with Gay Paulette Mitchell; thence S 01°01'48" W a distance of 88.55' to a point; thence S 89°31'01" W a distance of 1635.59' to a point a common corner with William J. & Jennifer R. Parries; thence S 03°10'36" W a distance of 381.88' to a point; thence S 88°56'29" W a distance of 490.06' to a point, a common corner with William D. & Kimberly C. Harris; thence S 40°41'54" W a distance of 868.84' to a point; thence S 38°29'27" W a distance of 324.82' to a point; thence S 64°13'41" W a distance of 85.48' to a point; thence N 38°55'49" W a distance of 21.60' to a point, a common corner with Hubert E. & Teresa P. Wall; thence S 28°57'02" W a distance of 1080.72' to a point in the northern margin of Perry Pond Road (Plat Book 2006 Page 101); thence along said easement N 88°30'20" W a distance of 1049.14' to a point in the eastern right of way of Deep River

Road (SR 1466); thence along said right of way the following 2 courses, N 89°17'18" W a distance of 9.72' to a point; thence S 30°54'59" W a distance of 68.90' to a point; thence leaving said right of way S 88°30'30" E a distance of 1283.11' to a point, a common corner with Bobby L. & Deborah R. Hurley II; thence S 35°39'03" E a distance of 136.11' to a point; thence S 14°25'32" E a distance of 136.21' to a point; thence S 20°28'38" E a distance of 151.71' to a point; thence S 37°53'33" E a distance of 69.99' to a point; thence S 44°44'07" E a distance of 148.62' to a point; thence S 48°03'08" W a distance of 260.41' to a point; thence S 65°49'19" W a distance of 331.96' to a point; thence S 83°51'17" W a distance of 265.95' to a point; thence S 83°49'20" W a distance of 723.55' to a point, a common corner with Bobby W. & Lisa T. Moore Jr; thence S 10°27'43" W a distance of 649.00' to a point in the eastern right of way of Colon Road (SR 1415); thence with said right of way S 79°32'05" E a distance of 251.06' to a point; thence leaving said right of way N 10°30'02" E a distance of 147.95' to a point; thence N 81°20'57" E a distance of 317.54' to a point; thence S 10°27'55" W a distance of 252.00' to a point in the eastern right of way of Colon Road (SR 1415); thence along said right of way the following 15 courses, S 79°41'51" E a distance of 258.82' to a point; thence S 78°15'15" E a distance of 100.00' to a point; thence S 72°59'15" E a distance of 100.00' to a point; thence S 64°44'15" E a distance of 100.00' to a point; thence S 58°28'15" E a distance of 100.00' to a point; thence S 52°17'15" E a distance of 100.00' to a point; thence S 48°47'15" E a distance of 40.00' to a point; thence S 49°22'15" E a distance of 240.00' to a point; thence S 49°21'46" E a distance of 400.03' to a point; thence S 49°32'59" E a distance of 567.50' to a point; thence S 49°45'35" E a distance of 228.63' to a point; thence N 40°39'54" E a distance of 20.02' to a point; thence S 49°48'56" E a distance of 70.84' to a point; thence S 53°30'20" E a distance of 331.66' to a point; thence S 53°46'48" E a distance of 101.78' to the **point and place of beginning**, having an area of 18,577,710.71 Square Feet, 426.5 Acres more or less.

Exhibit A

**Land Description - TRIASSIC ANNEXATION
TRIASSIC PROPERTY BETWEEN NORTH OF COLON & EAST OF US 1**

Being the outer extents of all of those properties described in Deed Book 1035 Page 250, & Deed Book 1188 Page 405 and being shown on Plat Cabinet 2006 Page 124 & Plat Cabinet 2008 Page 24, containing a combined area of 67.1 acres, more or less, said area being more particularly described as follows:

Note: Bearings and distances on annexation plat are adjusted to make the adjoining property lines match.

Commencing at a computed point, being the rear property corner between lots 18 & 19 of Devroe Meadows as recorded in Plat Cabinet 9 Page 100, which is the closest contiguous municipal city limit point to this subject property; thence N 36°58'59" E a distance of 12994.41' to the Point of Beginning.

Beginning at a point, a common corner with Alice J. Holder & Alice Spivey Holder, said point being known as the **point of beginning**; thence N 45°41'47" W a distance of 547.10' to a point; thence N 45°41'47" W a distance of 6.00' to a point in the eastern Right of Way of US 1 (Jefferson Davis Highway); thence along said right of way the following 7 courses, with a curve turning to the right with an arc length of 68.56', with a radius of 1200.00', with a chord bearing of N 22°09'00" E, with a chord length of 68.55', to a point; thence N 28°22'31" E a distance of 222.01' to a point; thence N 33°30'24" E a distance of 389.64' to a point; thence N 33°46'24" E a distance of 198.72' to a point; thence N 35°30'19" E a distance of 589.99' to a point; thence with a curve turning to the right with an arc length of 503.24', with a radius of 11134.69', with a chord bearing of N 38°16'33" E, with a chord length of 503.20', to a point; thence with a compound curve turning to the right with an arc length of 1070.37', with a radius of 11134.69', with a chord bearing of N 42°19'19" E, with a chord length of 1069.96', to a point, a common corner with Eliza Jane Seymore; thence leaving said right of way S 01°41'17" W a distance of 1057.86' to a point; thence S 82°28'21" W a distance of 142.46' to a point; thence S 01°50'13" W a distance of 2095.92' to a point a common corner with Janice Jones & Alice J. Holder; thence N 72°50'44" W a distance of 1251.97' to the **point and place of beginning**, containing 2,921,460.25 Square Feet 67.1 Acres more or less.

Instrument Prepared By: Brett T. Hanna, Nelson Mullins Riley & Scarborough, LLP, 4140 Parklake Ave., Suite 200, Raleigh, NC 27612.
Return To: Susan C. Patterson, City Attorney, P.O. Box 3729, Sanford, NC 27331-3729. Brief Description for Index: 493.6+/- acres, located on US Highway 1 and north of Colon Road.

NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT

THIS NOTICE OF TERMINATION OF DEVELOPER AGREEMENT (this “**Notice of Termination**”), is entered into, made effective and shall be recorded in the Office of the Lee County Register of Deeds as of this ___ day of June, 2020 (the “**Recording Date**”) between and among the City of Sanford, a North Carolina Municipal Corporation (“**City**”) and Neuseoco, LLC, a North Carolina limited liability company; QJH Real Estate, LLC, a North Carolina limited liability company; Sandra P. Wicker, Trustee under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust dated December 15, 2005; Linda B. Wicker; and Jimmie Lee Thomas (hereinafter jointly referred to as the “**Owners**” and individual as an “**Owner**”).

WITNESSETH:

WHEREAS, The City and Owners’ predecessors in title entered into that certain Developer Agreement dated May 2, 2017, and recorded in Deed Book 1465, page 138, Lee County Registry (the “**Developer Agreement**”); and

WHEREAS, the Owners have reimbursed the City for the cost of installing the sewer in accordance with **Article 2, Section D.3.** of the Developer Agreement as of June ___, 2020; and

WHEREAS, the City and the Owners mutually consent to terminate the Developer Agreement in accordance with **Article 2, Section N.**, thereof; and

WHEREAS, the City Council has taken official action to show that it concurs with the termination of the Developer Agreement on June ___, 2020; and

WHEREAS, each Owner has duly resolved and authorized the termination of the Developer Agreement.

NOW, THEREFORE, City and Owners, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually acknowledge and agree as follows:

1. The foregoing recitals are hereby incorporated in this Notice of Termination as if fully set forth in this **Section 1**.

2. On the date that is thirty (30) days after the Recording Date, the Developer Agreement shall be canceled and terminated, and shall be of no further force or effect; and neither party shall have any further obligations or liabilities under the terms of the Developer Agreement.

3. The City and Owners, on behalf of itself and its successors and assigns, hereby mutually agree to remise, release, and forever discharge the other party and its respective shareholders, members and partners, predecessors, affiliates, subsidiaries, successors and assigns, of and from all manner of actions, claims, demands or liabilities of any kind or nature, in law or in equity (“**Claims**”) which such party ever had, now have or hereafter can, shall or may have against the other party or its, assigns and successors hereafter arising out of or relating in any way to the Developer Agreement. In no event shall the foregoing be construed to limit, modify or otherwise affect the parties’ respective rights and obligations under the Asset Purchase Agreement.

4. This Notice of Termination will be binding upon the parties hereto and will inure to their respective successors, assigns, heirs and legal representatives.

5. This Notice of Termination may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

6. This Notice of Termination shall be governed and construed and enforced in accordance with the laws of the State of North Carolina.

[Signature Pages Follow]

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

City of Sanford

By: _____

T. Chet Mann, Mayor

Bonnie Davis, City Clerk

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Bonnie Davis personally came before me this day and acknowledged that she is the City Clerk of the City of Sanford, North Carolina and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Owner: Neuseoco, LLC

By: _____
E. Stephen Stroud, Manager

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that E. Stephen Stroud personally came before me this day and acknowledged that he is the manager of Neuseoco, LLC and acknowledged, on behalf of the Neuseoco, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

QJH Real Estate, LLC

By: _____
Dennis A. Wicker, Manager

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Dennis A. Wicker personally came before me this day and acknowledged that he is the manager of QJH Real Estate, LLC and acknowledged, on behalf of QJH Real Estate, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

_____(SEAL)
Sandra P. Wicker, Trustee
under the Hobert D. Wicker and
Sandra P. Wicker Joint Revocable Trust
Dated December 15, 2005

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Sandra P. Wicker, Trustee under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable trust, dated December 15, 2005, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

_____(SEAL)
Linda B. Wicker

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Linda B. Wicker, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

_____(SEAL)
Jimmie Lee Thomas

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Jimmie Lee Thomas, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF LEE

THIS CONTRACT, made and entered into this ____ day of July, 2020, by and between the City of Sanford Board of Alcoholic Control (hereinafter “ABC Board” and the City of Sanford (hereinafter “City”) for the purposes set forth below:

WHEREAS, North Carolina General Statute Chapter 18B requires that the ABC Board either hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency; and

WHEREAS, the ABC Board is required by law to expend at least 5% of profits for ABC law enforcement; and

WHEREAS, the ABC Board is of the opinion that contracting with the City for ABC law enforcement would constitute the most efficient use of its ABC law enforcement funds; and

WHEREAS, the City agrees to provide ABC law enforcement in Sanford-Lee County in return for the agreed funding;

NOW, THEREFORE, IT IS AGREED that:

1. The City shall provide ABC law enforcement in Sanford-Lee County in return for the sum of \$60,000.00 annually, to be paid in quarterly installments. This amount shall be adjusted as needed to equal the amount required by North Carolina General Statute 18B-805(c)(2) to be expended on ABC law enforcement. The amount may also be negotiated each twelve months to adjust for expansion of services provided and/or inflationary trends.
2. The City shall provide ABC law enforcement within the boundaries of Sanford-Lee County, and it shall report at least quarterly to the ABC Board on its ABC law enforcement activities.
3. The City shall be solely responsible for hiring, equipping and supervising the officer or officers who are charged with the duty of enforcing the ABC laws, and the City agrees to indemnify, and hold harmless, the ABC Board for any liability arising from the activities of said officers.
4. The City shall give priority to specific requests from the ABC Board for assistance in such matters as ABC store security, protection of ABC store deposits, and the

investigation of internal and external theft. An additional fee of \$50,000.00 will be paid for these services.

- 5. The City shall report to the ABC Board each month on a form developed by the Commission the information required by North Carolina General Statutes 18B-501(f1).
- 6. This contract shall continue in effect until such time as either party desires to amend or to cancel the contract and gives notice of amendment or cancellation as follows:

City Manager
 City of Sanford
 P.O. Box 3729
 Sanford, NC 27331-3729

General Manager
 City of Sanford Board of Alcoholic Control
 2116 S. Horner Blvd.
 Sanford, NC 27330

- 7. This contract may be cancelled by either party upon thirty (30) days notice to the other party, which notice shall be given in writing.

Effective the _____ day of July, 2020.

City of Sanford Board of Alcoholic Control

BY: _____
Chairman

City of Sanford

BY: _____
T. Chet Mann, Mayor

Consider Resolution Requesting
Local Government Commission Approval of
Extension of Issuance of
Greenway Bonds