



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**September 17, 2020 – Recessed 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.*

**6:00 pm Re- convene Regular Meeting** (Invocation and Pledge of Allegiance)

**Item 1 Actions Related to Public Hearings Held on September 14, 2020**

- a. Proposed Expenditure for Economic Development Purposes (Acquisition of Berry Property) **1 - 8**
- On September 14, the Board held a duly advertised public hearing regarding the County's proposed expenditure for economic development purposes, the acquisition of a fee simple interest in a 62.736 + acre parcel from Summer B. Berry and Jeffrey Scott Berry. *Proposed Motion: Motion to adopt the Resolution Approving Economic Development Expenditure-Berry*
- b. Proposed Expenditure for Economic Development Purposes (Acquisition of Carr/Gearing Property) **9 - 16**
- On September 14, the Board held a duly advertised public hearing regarding the County's proposed expenditure for economic development purposes, the acquisition of a fee simple interest in a 59.588 + acre parcel from Lynn S. Carr, Jacqueline R. Carr, Karen Carr Gearing and John S. Gearing. *Proposed Motion: Motion to adopt the Resolution Approving Economic Development Expenditure-Carr*
- c. Naming of Private Roads **17 - 18**
- On September 14, the Board held a duly advertised public hearing regarding the naming of two private roads: PVT 1254 1487 (Honeybee Lane) and PVT 1615 1088 (Goose Creek Circle). *Proposed Motion: Motion to approve the private road names as recommended.*

**Item 2 Sampson Regional Medical Center – Annual Budget Presentation**

Sampson Regional Medical Center CEO, Dr. Shawn Howerton, SRMC CFO Jerry Heinzman and SRMC Board of Trustees Chairman Curtis Barwick will make the hospital's annual budget presentation. *Proposed Motion: Motion to approve the budget as recommended by the SRMC Board of Trustees and staff.*

**Adjournment**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY  
APPROVING ECONOMIC DEVELOPMENT EXPENDITURE**

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(a) authorizes counties to make appropriations for economic development purposes provided that the appropriations are determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(b)(1) & (b)(2) specifically authorize counties to acquire and develop land for an industrial park and to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use; and

**WHEREAS**, the Sampson County Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the proposed acquisition of a fee simple interest in a 62.736 ± acre property, located in Sampson Southeast Business Center in Clinton, North Carolina both to the north and south of Industrial Drive to the northeast of the intersection of Industrial Drive and Armory Road (Sampson County Parcel No. 12-0265560-02), from Summer B. Berry and husband, Jeffrey Scott Berry, as more particularly described and set forth in the Agreement for Purchase and Sale of Real Estate attached hereto and incorporated herein by reference; and

**WHEREAS**, the proposed purchase price for the above-described real property is \$1,097,880.00, with closing costs not to exceed \$7,500.00, and the source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund; and

**WHEREAS**, the Sampson County Board of Commissioners has determined, pursuant to G.S. 158-7.1(a), that the expenditure of money described herein and in the Agreement for Purchase and Sale of Real Estate will increase the population, taxable property, agricultural industries, employment, industrial output, and business prospects of Sampson County; and

**WHEREAS**, the Sampson County Board of Commissioners has held the public hearing required by N.C. Gen. Stat. § 158-7.1(c);

**NOW, THEREFORE, BE IT RESOLVED:**

1. Pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves the expenditure and acquisition described herein and in the Agreement for Purchase and Sale of Real Property attached hereto and incorporated herein by reference.
2. The Sampson County Manager is hereby authorized to execute the Agreement for Purchase and Sale of Real Estate attached hereto and incorporated herein by reference on behalf of Sampson County.
3. The Sampson County Manager and Sampson County Finance Officer are hereby authorized and directed to deliver all other certificates, agreements, and instruments and to take all

such other actions as may be necessary in furtherance of the transactions contemplated by this Resolution.

**ADOPTED**, this the 17th day of September, 2020.

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CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners

**ATTEST:**

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SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commission

## **AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**County of Sampson, North Carolina**, as Buyer, hereby agrees to purchase and **Summer B. Berry and husband, Jeffrey Scott Berry**, as Seller, agrees to sell and convey, all of that land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Being that tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina adjacent to Industrial Drive with assigned **property identification number of 12026556002** and being more particularly described on attached **Exhibit A**.

**2. PERSONAL PROPERTY:** None

**3. PURCHASE PRICE:** The purchase price is **\$17,500.00 per acre**. The Buyer, at its expense, shall cause the Property to be surveyed by a Professional Land Surveyor and a recordable map to be made thereof. The purchase price shall be based on the acreage determined by said survey. The purchase price shall be due and payable in full at closing.

**4. CONDITIONS:**

(a) The Property must be in substantially the same or better condition at closing as on the date of this Agreement, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(c) Title must be delivered at closing by **GENERAL WARRANTY DEED** unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

(d) The results of any surveys, examinations, and tests shall be satisfactory to permit the development and use of the Property intended by Buyer.

(e) There shall be no suit or proceeding pending or threatened by or against Seller (i) relating to bankruptcy, insolvency, any assignment for the benefit of creditors, the appointment of any receiver or trustee for business or affairs

generally or for the Property, or like matters; or (ii) of any other nature, which would, if adversely determined, impair the ability of Seller to perform all of Seller's obligations hereunder.

**5. TAX PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid in full at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) The property is currently enrolled in the agricultural present use value program and Seller shall be solely responsible for the payment at closing of any rollback taxes due upon sale, such rollback taxes to be computed by the Sampson County Tax Administrator.

**6. CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform the parties' obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

**7. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the execution of this Agreement copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

**8. SELLER REPRESENTATIONS AND WARRANTIES:**

(a) Seller has not received notice of any violation of and, to Seller's knowledge, there are not any violations of any zoning regulations, municipal ordinances, or any other laws (including, without limitation, all environmental, health, and safety laws), rules regulations, restrictions and easements;

(b) The improvements located on the Property do not encroach on adjacent property or streets or rights-of-way or easements, and the improvements located on adjacent property to not encroach on the Property;

(c) Seller has not used the Property, and to Seller's knowledge, the Property has never been used as a landfill, waste disposal site, or burial site, and there are no drilling holes, wellheads, underground storage tanks, or hazardous materials on the Property;

(d) To Seller's knowledge, there are no shared expense agreements, repayment agreements, reimbursement agreements, or development payback agreements that affect all or any portion of the Property;

(e) There is no person or entity, other than the undersigned persons signing this Agreement as "Seller," who has any ownership or leasehold interest in Seller's Property;

(f) There are no proceedings pending, and to Seller's knowledge, threatened, for condemnation or exercise of the right of eminent domain as to any part of the Property or for limiting or denying any right of access thereto;

(g) The execution of this Agreement and the consummation of the transaction contemplated herein will not conflict with any provision of law applicable to Seller nor result in any breach of any provision, or constitute a default under any agreement or instrument to which Seller is a party or by which the Seller is bound;

(h) Seller agrees that it will reimburse Buyer for and hold Buyer harmless from all fines or penalties made or levied against Buyer by any governmental agency or authority as a result of or in connection with the use of the Property or of the facilities thereon by Seller or use by others permitted by Seller prior to Buyer's acquisition of title to the Property, or as a result of any release of any nature onto the ground or into the water or air from or upon the Property by Seller prior to Buyer's acquisition thereof. Seller also agrees that it will reimburse Buyer for and hold Purchaser harmless from any and all costs, expenses, (including reasonable attorney's fees), and for all civil judgments or penalties incurred, entered, assessed, or levied against Buyer as a result of Seller's use of the Property or as a result of any release of any nature onto the ground or upon the Property. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the cost of cleanup of any such release by Seller from or upon the Property and all expenses incurred by Buyer as a result of such a civil action including but not limited to reasonable attorneys' fees.

The foregoing representations and warranties shall be materially true and correct as of the date of Closing and shall survive the Closing. Seller will promptly notify Buyer in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue. Buyer's obligation to close upon the purchase is expressly conditioned upon the foregoing representations and warranties remaining materially true and correct as of the date of Closing.

**9. LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

**10. REASONABLE ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

**11. CLOSING:** Closing shall be defined as the date and time of recording of the deed of conveyance. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before **November 12, 2020**, at a place agreed upon by the parties. The deed is to be made to **Sampson County, North Carolina**.

**12. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at closing.

**13. OTHER PROVISIONS AND CONDITIONS: None**

**14. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does not elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**15. ASSIGNMENTS:** This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and its heirs, successors and assigns.

**16. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**17. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**18. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representation, inducements or other provisions other than those expressed herein. All changes, additions, deletions hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF the Seller and the Buyer have executed this Agreement for Purchase and Sale of Real Property as of the date indicated below.

Date: \_\_\_\_\_

Date: August 27, 2020

**BUYER:**  
SAMPSON COUNTY, NORTH CAROLINA

**SELLER:**

By: \_\_\_\_\_ (SEAL)  
Edwin W. Causey, Sampson County Manager

Summer B. Berry (SEAL)  
Summer B. Berry

Jeffrey Scott Berry (SEAL)  
Jeffrey Scott Berry



## EXHIBIT A

BEGINNING at a stake in the new road, and runs thence South 80 degrees West, 1137 feet to a stake; thence North 28 degrees West, 1214 feet to a stake in the Underwood line; thence with the Underwood line South 45 degrees 45 minutes West, 1161 feet to a stake (short leaf pine); thence South 37 degrees East, 2008 feet to a stake above the branch across a small branch; thence up the run of the said small branch as follows: South 64 degrees East, 207 feet; North 75 degrees East, 57 minutes, South 67 degrees East, 215 feet, and North 49 degrees 30 minutes East, 56 feet to the run of Little Mill branch; thence up the run of Little Mill Branch North 04 degrees West, 132 feet and North 19 degrees 20 minutes East, 475 feet to a stake; thence North 80 degrees East, 945 feet to a stake on the new road; thence with said new road North 10 degrees West, 650 feet and North 0 degrees 45 minutes West, 200 feet to the BEGINNING, containing **70.12 acres**, more or less.

BACK DEED REFERENCE: Vol. 719, Page 75 of the Sampson County Registry.

This is also the same land described in that Deed from Summer B. Berry, Executor of the Estate of John Brent Daughtry to Summer B. Berry dated January 3, 2020 and recorded in Book 2054, at Page 937 of the Sampson County Registry.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY  
APPROVING ECONOMIC DEVELOPMENT EXPENDITURE**

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(a) authorizes counties to make appropriations for economic development purposes provided that the appropriations are determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(b)(1) & (b)(2) specifically authorize counties to acquire and develop land for an industrial park and to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use; and

**WHEREAS**, the Sampson County Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the proposed acquisition of a fee simple interest in a 59.588 ± acre property, located in Sampson Southeast Business Center in Clinton, North Carolina both to the north and south of Industrial Drive near the intersection of Industrial Drive and Armory Road (Sampson County Parcel No. 12-0192880-05), from Lynn S. Carr and wife, Jacqueline R. Carr, and Karen Carr Gearing and husband, John S. Gearing, as more particularly described and set forth in the Agreement for Purchase and Sale of Real Estate attached hereto and incorporated herein by reference; and

**WHEREAS**, the proposed purchase price for the above-described real property is \$1,042,790.00, with closing costs not to exceed \$7,500.00, and the source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund; and

**WHEREAS**, the Sampson County Board of Commissioners has determined, pursuant to G.S. 158-7.1(a), that the expenditure of money described herein and in the Agreement for Purchase and Sale of Real Estate will increase the population, taxable property, agricultural industries, employment, industrial output, and business prospects of Sampson County; and

**WHEREAS**, the Sampson County Board of Commissioners has held the public hearing required by N.C. Gen. Stat. § 158-7.1(c);

**NOW, THEREFORE, BE IT RESOLVED:**

1. Pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves the expenditure and acquisition described herein and in the Agreement for Purchase and Sale of Real Property attached hereto and incorporated herein by reference.

2. The Sampson County Manager is hereby authorized to execute the Agreement for Purchase and Sale of Real Estate attached hereto and incorporated herein by reference on behalf of Sampson County.

3. The Sampson County Manager and Sampson County Finance Officer are hereby authorized and directed to deliver all other certificates, agreements, and instruments and to take all

such other actions as may be necessary in furtherance of the transactions contemplated by this Resolution.

**ADOPTED**, this the 17th day of September, 2020.

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CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners

**ATTEST:**

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SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commission

## **AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

County of Sampson, North Carolina, as Buyer, hereby agrees to purchase and **Lynn S. Carr and wife, Jacqueline R. Carr and Karen Carr Gearing and husband, John S. Gearing**, as Seller, agrees to sell and convey, all of that land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Being that tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina adjacent to Industrial Drive with assigned **property identification number of 12019288005** and being more particularly described on attached **Exhibit A**.

**2. PERSONAL PROPERTY:** None

**3. PURCHASE PRICE:** The purchase price is **\$17,500.00 per acre**. The Buyer, at its expense, shall cause the Property to be surveyed by a Professional Land Surveyor and a recordable map to be made thereof. The purchase price shall be based on the acreage determined by said survey. The purchase price shall be due and payable in full at closing.

**4. CONDITIONS:**

(a) The Property must be in substantially the same or better condition at closing as on the date of this Agreement, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(c) Title must be delivered at closing by **GENERAL WARRANTY DEED** unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

(d) The results of any surveys, examinations, and tests shall be satisfactory to permit the development and use of the Property intended by Buyer.

(e) There shall be no suit or proceeding pending or threatened by or against Seller (i) relating to bankruptcy, insolvency, any assignment for the benefit of creditors, the appointment of any receiver or trustee for business or affairs

generally or for the Property, or like matters; or (ii) of any other nature, which would, if adversely determined, impair the ability of Seller to perform all of Seller's obligations hereunder.

**5. TAX PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid in full at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) The property is currently enrolled in the agricultural present use value program and Seller shall be solely responsible for the payment at closing of any rollback taxes due upon sale, such rollback taxes to be computed by the Sampson County Tax Administrator.

**6. CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform the parties' obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

**7. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the execution of this Agreement copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

**8. SELLER REPRESENTATIONS AND WARRANTIES:**

(a) Seller has not received notice of any violation of and, to Seller's knowledge, there are not any violations of any zoning regulations, municipal ordinances, or any other laws (including, without limitation, all environmental, health, and safety laws), rules regulations, restrictions and easements;

(b) The improvements located on the Property do not encroach on adjacent property or streets or rights-of-way or easements, and the improvements located on adjacent property to not encroach on the Property;

(c) Seller has not used the Property, and to Seller's knowledge, the Property has never been used as a landfill, waste disposal site, or burial site, and there are no drilling holes, wellheads, underground storage tanks, or hazardous materials on the Property;

(d) To Seller's knowledge, there are no shared expense agreements, repayment agreements, reimbursement agreements, or development payback agreements that affect all or any portion of the Property;

(e) There is no person or entity, other than the undersigned persons signing this Agreement as "Seller," who has any ownership or leasehold interest in Seller's Property;

(f) No governmental agency has served any notice, nor does Seller know of any planned notice, requiring repairs, alterations, or corrections of any existing conditions on the Property;

(g) There are no proceedings pending, and to Seller's knowledge, threatened, for condemnation or exercise of the right of eminent domain as to any part of the Property or for limiting or denying any right of access thereto;

(h) The execution of this Agreement and the consummation of the transaction contemplated herein will not conflict with any provision of law applicable to Seller nor result in any breach of any provision, or constitute a default under any agreement or instrument to which Seller is a party or by which the Seller is bound;

(i) Seller agrees that it will reimburse Buyer for and hold Buyer harmless from all fines or penalties made or levied against Buyer by any governmental agency or authority as a result of or in connection with the use of the Property or of the facilities thereon by Seller or use by others permitted by Seller prior to Buyer's acquisition of title to the Property, or as a result of any release of any nature onto the ground or into the water or air from or upon the Property by Seller prior to Buyer's acquisition thereof. Seller also agrees that it will reimburse Buyer for and hold Purchaser harmless from any and all costs, expenses, (including reasonable attorney's fees), and for all civil judgments or penalties incurred, entered, assessed, or levied against Buyer as a result of Seller's use of the Property or as a result of any release of any nature onto the ground or upon the Property. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the cost of cleanup of any such release by Seller from or upon the Property and all expenses incurred by Buyer as a result of such a civil action including but not limited to reasonable attorneys' fees.

The foregoing representations and warranties shall be materially true and correct as of the date of Closing and shall survive the Closing. Seller will promptly notify Buyer in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue. Buyer's obligation to close upon the purchase is expressly conditioned upon the foregoing representations and warranties remaining materially true and correct as of the date of Closing.

**9. LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to

the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

**10. REASONABLE ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

**11. CLOSING:** Closing shall be defined as the date and time of recording of the deed of conveyance. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before **November 12, 2020**, at a place agreed upon by the parties. The deed is to be made to **Sampson County, North Carolina**.

**12. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at closing.

**13. OTHER PROVISIONS AND CONDITIONS:** The parties agree that Seller shall remain in possession of the Property for the sole purpose of completing the harvesting of crops located on the Property through the 2020 growing season, it being understood that the completion of harvesting may extend into January 2021.

**14. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does not elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**15. ASSIGNMENTS:** This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and its heirs, successors and assigns.

**16. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**17. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**18. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representation, inducements or other provisions other than those expressed herein. All changes, additions, deletions hereto must be in writing and signed by all parties.


IN WITNESS WHEREOF the Seller and the Buyer have executed this Agreement for Purchase and Sale of Real Property as of the date indicated below.

Date: \_\_\_\_\_ Date: 9/11/20


**BUYER:**  
**SAMPSON COUNTY, NORTH CAROLINA**

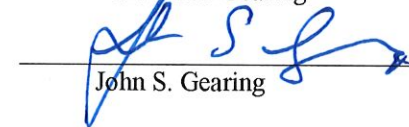
**SELLER:**

By: \_\_\_\_\_ (SEAL)  
Edwin W. Causey, Sampson County Manager

  
\_\_\_\_\_  
Lynn S. Carr (SEAL)

  
\_\_\_\_\_  
Jacqueline R. Carr (SEAL)

  
\_\_\_\_\_  
Karen Carr Gearing (SEAL)

  
\_\_\_\_\_  
John S. Gearing (SEAL)



## EXHIBIT A

All that certain tract of land, containing 128.2 acres, more or less, known as the "Draughon Farm", lying in North Clinton Township, Sampson County, North Carolina, approximately one mile north from Clinton, North Carolina, lying on both sides of State Road No. 1834 between the end of said road and the intersection with U. S. Highway No. 421; bounded now or formerly as follows: on the northwest by the lands of formerly owned by E. C. Williams; on the northeast by the lands of Clifton Daughtry; on the east by the run of Little Mill Branch, and southwest by Mill Branch and the lands of Elizabeth H. Kerr and others; said tract of land being more particularly described as follows:

BEGINNING at a stake on the run of Mill Branch at the mouth of Little Mill Branch, and runs thence up the run of Mill Branch as it meanders as follows: North 07 degrees 10 minutes East, 100 feet; North 07 degrees 10 minutes West, 340 feet; North 31 degrees 40 minutes West, 345 feet; North 49 degrees 45 minutes West, 340 feet; North 25 degrees West, 452 feet; and North 45 degrees West, 380 feet to a point in the centerline of State Road No. 1834, at a point where the centerline of the run of Mill Branch crosses the centerline of said road, a corner with H. J. Hubbard, now Elizabeth H. Kerr and others; thence with the Hubbard line North 25 degrees 52 minutes West, 2378 feet to a stake in the Underwood line, another corner with H. J. Hubbard; thence with the Underwood line North 48 degrees 30 minutes East, about 885 feet to a stake, the old Reeves corner; thence with the old Reeves line South 37 degrees East, 2008 feet to a point in the centerline of State Road No. 1843, at a point where the run of a small branch crosses the centerline of said road; thence again with the old Reeves line, the run of said small branch, South 64 degrees East, 207 feet; North 75 degrees East, 57 feet, South 67 degrees East, 215 feet, and North 49 degrees 30 minutes East, 56 feet to the run of Little Mill Branch; thence down the run of Little Mill Branch as it meanders to the BEGINNING corner. Said tract being one of the two tracts of land conveyed by James R. Draughon and wife to Joseph W. Best by deed dated December 17, 1970, and recorded in Book 830, at Page 270 of the Sampson County Registry.

TOGETHER WITH a non-exclusive perpetual 60 feet wide right-of-way easement reserved and described in the deed recorded in Book 1251 at Page 311 of the Sampson County Registry and TOGETHER WITH a 20 feet wide drainage easement reserved and described in the deed recorded in Book 1251 at Page 311 of the Sampson County Registry.

This is also the same land described in that Deed from Frank A. Rouse and wife, Jane B. Rouse to Stanley Carr and wife, Shelby Lynette S. Carr dated January 12, 1977 and recorded in Book 911 at Page 261 of the Sampson County Registry.

SAVING AND EXCEPTING those certain tracts of land heretofore conveyed by Stanley Carr and wife, Shelby Lynette Carr as follows:

EXCEPTION NO. 1: Book 1067 at Page 939 of the Sampson County Registry.

EXCEPTION NO. 2: Book 1086 at Page 523 of the Sampson County Registry.

EXCEPTION NO. 3: Book 1251 at Page 311 of the Sampson County Registry.

EXCEPTION NO. 4: Book 1662 at Page 921 of the Sampson County Registry.

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager  
**FROM:** *RPB*  
Ronald Bass, Emergency Management  
**DATE:** August 25, 2020  
**SUBJECT:** Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private road. The Committee's recommendation has been listed below:

PVT 1254 1487

Honeybee Ln

This is being forwarded for your review and if you concur, please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.



107 Underwood Street | Clinton, NC 28328  
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NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager  
**FROM:** <sup>RB/AR</sup> Ronald Bass, Emergency Management  
**DATE:** July 21, 2020  
**SUBJECT:** Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private road. The Committee's recommendation has been listed below:

PVT 1615 1088

Goose Creek Cir

This is being forwarded for your review and if you concur, please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.



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