



EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

TUESDAY, MARCH 21, 2023, 5:15 PM

COMMISSIONERS MEETING ROOM, HISTORIC COURTHOUSE, CARTHAGE

CALL TO ORDER

ITEMS OF BUSINESS:

- I. Request for Approval of March 9, 2023, EMWD Special Meeting Minutes
- II. Request for Acceptance of Deed of Dedication for McLean Landing Conservation Subdivision
(*Randy Gould, Public Works Director*)

ADJOURNMENT

EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

THURSDAY, MARCH 9, 2023

The East Moore Water District Board of Directors convened for a Special Meeting at 10:15am, Thursday, March 9, 2023, in the Commissioners' Meeting Room located on the second floor of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Directors Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Kurt Cook, John Ritter, Jim Von Canon

Chairman Picerno called the meeting to order.

ITEMS OF BUSINESS:

Request for Approval of January 24, 2023, EMWD Special Meeting Minutes

Upon motion made by Director Quis, seconded by Director Cook, the Board voted 5-0 to approve the January 24, 2023, Special Meeting minutes.

Request for Approval of Agreement and Budget Amendment for Thurlow Booster Pump Station Upgrade Project

Public Works Director Randy Gould reviewed background information and requested the Board's approval for items related to the Thurlow Booster Pump Station Upgrade Project. Director Quis inquired regarding supply and Mr. Gould explained further. Chairman Picerno inquired regarding funding and Mr. Gould explained. Upon motion made by Director Cook, seconded by Director Von Canon, the Board voted 5-0 to award and approve the agreement with Carolina Civilworks, Inc. for the Thurlow Booster Pump Station Upgrade Project in the amount not to exceed \$1,669,339 and authorize the Chairman to sign subject to the approval of the County Attorney. Upon motion made by Director Quis, seconded by Director Ritter, the Board voted 5-0 to approve the budget amendment and the East Moore Water District Capital Project Ordinance Revision 1 to increase the project by \$494,339 for a total of \$1,669,339. Upon motion made by Chairman Picerno, seconded by Director Cook, the Board voted 5-0 to allow the County Manager to approve change orders up to \$30,000. The budget amendment and capital project ordinance revision are hereby incorporated as a part of these minutes by attachment as Appendix A.

ADJOURNMENT

There being no further business, upon motion made by Director Von Canon, seconded by Director Cook, the Board voted 5-0 to adjourn the March 9, 2023, Special Meeting of the East Moore Water District Board of Directors at 10:20am.

Nick Picerno, Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:
Meeting Date: March 21, 2023

MEMORANDUM TO EMWD BOARD OF DIRECTORS:

FROM: Randy Gould, Public Works Director
DATE: March 9, 2023
SUBJECT: Deed of Dedication for McLean Landing Conservation Subdivision
PRESENTER: Randy Gould, PE

REQUEST:

Make a motion to accept the Deed of Dedication for the McLean Landing Conservation Subdivision.

BACKGROUND:

The utilities construction for the McLean Landing Conservation Subdivision has been completed and is ready for operation and acceptance by the County.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Any acceptance of ownership that places additional financial burden on the East Moore Water District will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for McLean Landing Conservation Subdivision.

SUPPORTING ATTACHMENTS:

Deed of Dedication
Releases

DEED OF DEDICATION

This instrument prepared by: Stephan Lapping, Associate County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ____ day of _____, 2023, by and between:

| <u>GRANTOR</u> | <u>GRANTEE</u> |
|--|--|
| BC PRIME, INC. 4312 Samantha Drive Raleigh, NC 27613 | EAST MOORE WATER DISTRICT , a county water district organized and existing under the laws of the State of North Carolina 1 Courthouse Square P.O. Box 905 Carthage, NC 28327 |

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a tract or parcel located in the Little River Township, Moore County, North Carolina, known as "McLean Landing Conservation Subdivision" containing lots numbered 1 through 69 (hereinafter referred to as the "Property"); and

WHEREAS, Grantor has caused to be installed water lines and equipment under or across a portion of the Property; and

WHEREAS, Grantor wishes to obtain water service from Grantee for the Property; and

WHEREAS, Grantee has adopted a policy regarding water distribution systems under the terms of which includes that in order to obtain water service for the Property, Grantor must convey title to the water distribution system and all necessary easements to Grantee through an instrument acceptable to Grantee; and

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water system and making water service available to the Property, does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that are constructed beneath or within the public right-of-way in the McLean Landing Conservation Subdivision located in Cameron, NC. The pipelines, equipment and apparatuses connect with the Grantee's existing water lines on Marks Road. The length of the new pipelines is approximately 4,100 linear feet of 6-inch PVC and 1,200 linear feet of 2-inch PVC.

All water mains, equipment, and apparatuses used in the water distribution system that is constructed upon the Property (the "Facilities"), which is more fully depicted in the plats recorded at Plat Cabinet 19 Slides 693-698, and which is hereby incorporated by reference as if fully set forth herein.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets and cul-de-sac rights-of-ways as depicted in the plat recorded at Plat Cabinet 19, Slides 693-698, (the "Easement Area").

TO HAVE AND TO HOLD said property and easement above described together with the privileges and appurtenances thereto belonging to Grantee forever.

The Grantee shall have the right to construct, install, reconstruct, operate, maintain, inspect, repair, relocate, modify, and remove water distribution pipeline, apparatus, and equipment within the Easement Area. The easement granted to the Grantee includes the following rights: 1) 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 the Grantee); 2) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or improvement; 3) to keep clear from the Easement Area, now or at any time in the future, trees, shrubs, undergrowth, buildings, structures (e.g. docks or retaining walls), and obstructions (e.g. fences or paved areas); and 4) all other rights and privileges reasonably necessary or convenient for the Grantee'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. Grantee will not be responsible for the costs, repair, or replacement of plants, buildings, structures, or obstructions located within the Easement Area, including those that may occur as a result of the Grantee's use of the easement.

Grantor will not place shrubs, structures (e.g. docks or retaining walls), or obstructions (e.g. fences or paved areas) within the easement area without the express written consent of the Grantee. Grantor will not place trees or buildings within the easement area.

Furthermore, Grantor does hereby covenant that it is seized of said real property and personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year

following the date from the date of recordation at the Moore County Registry. Grantee, upon inspection of the personal property and easement so conveyed, shall provide Grantor, no later than thirty (30) days prior to expiration of one year following recordation at the Moore County Registry, with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication. If Grantee fails to notify Grantor no later than thirty (30) days prior to the expiration of one year following recordation at the Moore County Registry, of items that must be resolved prior to Grantee's final acceptance of personal property and easement, then failure to give notice shall be determined as final acceptance of Grantee of the personal property and easement herein conveyed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

GRANTOR
BC PRIME, INC.

By: [Signature] (Sign)

Thomas Brandon Brown (Print)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Thomas Brandon Brown personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL# 8658557; and he/she has acknowledged that he/she is the Grantor of BC Prime, Inc., a North Carolina Corporation, and that he/she, as Grantor, being authorized to do so, executed the foregoing on behalf of BC Prime, Inc.

Witness my hand and official seal, this 9 day of March, 2023.



[Signature]
Signature of Notary Public

R Duff Chapman
Printed Name of Notary Public

My Commission Expires: 07/29/2023

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the ____ day of _____, 20____.

COUNTY OF MOORE

ATTEST:

Nick Picerno, Chair
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

BC Prime, Inc., a North Carolina corporation, with an office and place of business located at 4312 Samantha Drive, Raleigh, NC 27613, conducting business in Moore County, North Carolina (the "Affiant"), being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Cameron, Moore County, North Carolina, known as "McLean Landing Conservation Subdivision" containing lots numbered 1 through 69, as more particularly described in a Deed of Dedication in favor of the County of Moore of even date herewith.
2. That it has caused to be installed water mains under and along the road right-of-ways for the property hereinafter described and referenced:

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that are constructed beneath or within the public right-of-way in the McLean Landing Conservation Subdivision located in Cameron, NC. The pipelines, equipment and apparatuses connect with the Grantee's existing water lines on Marks Road. The length of the new pipelines is approximately 4,100 linear feet of 6-inch PVC and 1,200 linear feet of 2-inch PVC.

All water mains, equipment, and apparatuses used in the water distribution system that is constructed upon the Property (the "Facilities"), which is more fully depicted in the plats recorded at Plat Cabinet 19 Slides 693-698, and which is hereby incorporated by reference as if fully set forth herein.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets and cul-de-sac rights-of-ways as depicted in the plat recorded at Plat Cabinet 19, Slides 693-698, (the "Easement Area").

3. All the work which has been performed in the construction and installation of said mains described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water mains installed therein which would in any way jeopardize title to the subdivision or the water mains located therein.

[Intentionally left blank. Signature on the following page.]

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this the 9th day of March, 2023.

GRANTOR
BC PRIME, INC.

By: T. Kalk (Sign)

T. Brandon Brown (Print)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Thomas Brandon Brown personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL #8658557; and he/she has acknowledged that he/she is the Grantor of BC Prime, Inc., a North Carolina Corporation, and that he/she, as Grantor, being authorized to do so, executed the foregoing on behalf of BC Prime, Inc.

Witness my hand and official seal, this 9 day of March, 2023.



[Signature]
Signature of Notary Public

R. Duff Chapman
Printed Name of Notary Public

My Commission Expires: 02/21/2023

CONTRACTOR RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County"), as the governing body for the East Moore Water District, is willing to accept a Deed of Dedication of water mains and easement access to the water mains from BC Prime, Inc. (the "Developer"), as described in the Deed of Dedication and Easement executed by the Developer on McLean Landing Subdivision. In exchange for the acceptance and operation of the water distribution system, the Developer's Contractor, Southern Quality Farms, LLC, executes this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that are constructed beneath or within the public right-of-way in the McLean Landing Conservation Subdivision located in Cameron, NC. The pipelines, equipment and apparatuses connect with the Grantee's existing water lines on Marks Road. The length of the new pipelines is approximately 4,100 linear feet of 6-inch PVC and 1,200 linear feet of 2-inch PVC.

All water mains, equipment, and apparatuses used in the water distribution system that is constructed upon the Property (the "Facilities"), which is more fully depicted in the plats recorded at Plat Cabinet 19 Slides 693-698, and which is hereby incorporated by reference as if fully set forth herein.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets and cul-de-sac rights-of-ways as depicted in the plat recorded at Plat Cabinet 19 Slides 693-698, (the "Easement Area").

The property described above, which includes, but is not limited to, all water mains, equipment and apparatuses shall hereinafter be referred to as the "Property."

The Contractor agrees for itself, its assigns, heirs, contractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Contractor agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of the County's acceptance of the Property and the County's agreement to operate the water distribution system, the Contractor agrees for itself and its assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that might exist, arise out of, or in any way be related to the Property as of the date this release is executed.

To the fullest extent permitted by law and regulation, the Contractor agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against any and all claims,

damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

In addition to this Release and Waiver of All Claims and Liens, in exchange for the County accepting the water mains, the Contractor will provide the County with a one-year warranty on labor and repair of the water mains, equipment and apparatuses.

IN WITNESS WHEREOF, this Release and Waiver has been executed this 9 day of March, 2023.

CONTRACTOR

Manager M. [Signature] (Sign)

By: Manager Myles Crawford (Print)

ATTEST:

[Signature] (Sign)

By: T. Brandon Brown (Print)