RESOLUTION 2015-3 To Adjourn The Public Portion Of The Meeting And Move To Executive Session.

(M) S. Bestwick, (S) L. Schneider to adopt the resolution to close the Public Session and move to Executive Session. The resolution was adopted by voice vote 5-0.

Executive Session began at 5:06 PM.

Chairman Widdifield stated the purpose of the Executive Session was to discuss the proposed cell tower easement agreement.

Solicitor Chetney stated she sent the proposed cell tower easement agreement to the Board members yesterday and realizes this is not a lot of time to read the contract. She stated SBA would grant an extension of time to review the contract if needed. She further stated the Board could sign the option agreement today and continue to negotiate.

Chairman Widdifield asked if the payments were one payment and then the rest in 90 days.

Solicitor Chetney responded during the 75 day option period SBA does their due diligence. The initial payment for the option would be $100.00. If SBA exercises the option then they would pay SCIA $280,000.00 at signing. If SCIA were to breach the option agreement they would forfeit the $100.00 and would have to pay SBA for expenses.

Chairman Widdifield asked if during the option period SBA could propose a lower figure for the easement.

Member Bestwick asked if a title search was completed.

Solicitor Chetney responded a title search had not been done but it could be if requested.

Member Howard stated there was no need to perform a title search.

Chairman Widdifield stated SCIA would still own the land and pay the real estate taxes.

Member Howard asked if SCIA would ever need the land again.

Executive Director Sparks stated SCIA would not need the land and it is a small 50 foot entrance.

Member Schneider asked if we agree today to sell we can't go back.

Solicitor Chetney responded that is correct.

Solicitor Chetney made the Board aware of the Duration Clause on page 2 of the easement. She pointed out that the easement does not end unless SBA stops...
maintaining the property. After two years of abandonment it could revert back to SCIA. She stated it is very broad language and the possibility SCIA will never get the land back.

**Member Schneider** asked if the property is abandoned is it SCIA’s responsibility to pay for the removal of the cell tower.

**Executive Director Sparks** responded we are only discussing the easement.

**Member Bestwick** stated all equipment and the tower must be maintained. She asked what reason SCIA would want the land back.

**Chairman Widdifield** stated there would be no reason to want the land back as the cells do not move it that direction.

**Solicitor Chetney** stated SBA would have site and utility access to the property and could do as they wish in those areas. She further stated if the property were to be sold the easement would stay with the land.

**Member Bestwick** asked if it was restricted to commercial use only of the property.

**Solicitor Chetney** Responded yes. She further explained there are actually two easements; one for the tower and one for the access and utilities. SBA would have 24 hour access to the site.

**Chairman Widdifield** stated they would need their own driveway to access the property.

**Director Sparks** said yes there would be a 50 foot easement along our access road and they would have their own locked gate.

**Member Howard** asked if SBA was aware they will not be able to use SCIA’s gate.

**Director Sparks** answered yes.

**Solid Waste Division Manager Williams** was asked to enter the executive session at 5:28 PM.

**Chairman Widdifield** asked **Manager Williams** if SBA uses SCIA’s access road. **Manager Williams** responded they do use the access road and if they call at night or on weekends I try to accommodate them when I can and unlock the gate for them.

**Member Bestwick** asked **Manager Williams** if it would be easier for her if SBA had their own direct access to the site.

**Manager Williams** responded yes that would be the best plan.

**Member Bestwick** asked if there were any wetlands issues.

**Manager Williams** responded no, not in this area.

**Solicitor Chetney** advised there should be an agreement as to where the easement will be before signing the contract.

**Member Schneider** stated we should just give them the 50 foot easement and call it a day.

**Lodie VonTonder** was asked to enter the meeting at 5:34 PM

**Lodie VonTonder** was asked to show the members on the map where the easement would be located. He did so then left the meeting at 5:38 PM.
Chairman Widdifield suggested an extension of time be asked for so SBA can see if the easement for access would work for their needs.

Member Schneider asked if it was correct the access easement would be 50 feet right of the current access road and not touching the current access road.

Executive Director Sparks responded yes.

Solicitor Chetney pointed out several items of interest to the Board in the proposed agreement. Among them was the agreement to grant access and utility access as long as it does not impact the Landfill. The agreement also states SCIA cannot publicly oppose or challenge any zoning applications or land use SBA applies for pertaining to the easement section.

Chairman Widdifield stated he did not see any problems with those restrictions.

Solicitor Chetney directed the Board to Exhibit C paragraph 4 of the proposed agreement. This section refers to liens on the property and if there are liens then SBA reserves the right to reduce the purchase price by ten percent (10%) for each lien.

Solicitor Chetney recommends the option agreement not be signed at this time and should wait until the easement agreement is finalized.

Motion To Adjourn Executive Session And Re-Open The Public Portion Of The Meeting.

(M) R. Howard, (S) S. Bestwick to approve the motion to end Executive Session. The motion passed by voice vote 5-0.

Executive Session ended at 5:47 PM.

Respectfully Submitted:

Scott R. Kramme
Recording Secretary