

Regular Session, November 17, 2025, 7:00 p.m.
Catawba County Board of Commissioners

Emergency Services

Proclamation Honoring Retirement of Emergency Services Director Bryan Blanton 671 11/17/25

Closed

Economic Development and Attorney Client Privilege 717 11/17/25

Presentations

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North Carolina Senior Tar Heel Legislature Update 671 11/17/25

Proclamations

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Public Comment

671 11/17/25

Kenyon Kelly
Duane Kirkland
Sarah Talbert
Michael Talbert
Robert Blake
Sherrill Watkins

Public Hearings

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Resolution Declaring Cost, Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on the Preliminary Assessment Roll for the Street Improvement Project for Langdon Ridge Subdivision (Resolution 2025-42) 675 11/17/25

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The Catawba County Board of Commissioners met in Regular Session on Monday, November 17, 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room, 2nd Floor, Catawba County Justice Center, 100 Government Drive, Newton, North Carolina.

Present were Chair Randy Isenhower, Vice-Chair Austin Allran, and Commissioners Robert C. Abernethy Jr., Barbara G. Beatty, and Cole Setzer.

Also present were County Manager Mary S. Furtado, Assistant County Manager Paul Murray, County Attorney Jodi Stewart, Assistant County Attorney Josh Teague, and County Clerk Dale Stiles.

1. Chair Randy Isenhower called the meeting to order at 7:00 p.m., noting a quorum was present.
2. Commissioner Barbara G. Beatty led the Pledge of Allegiance.

3. Commissioner Robert C. Abernethy, Jr., offered the invocation.
4. Commissioner Abernethy made a motion to approve the Minutes from the Board's Regular Meeting of November 3, 2025. The motion carried unanimously.
5. Recognition of Special Guests:
Chair Isenhower welcomed everyone present.
6. Public Comments.
Kenyon Kelley came forward and requested the monument on the grounds of the 1924 Courthouse be removed.
Duane Kirkland came forward and spoke in opposition to the potential school merger.
Sarah Talbert came forward and spoke in opposition to the potential school merger.
Michael Talbert came forward and spoke in opposition to the potential school merger.
Robert Blake came forward and spoke about economic development, artificial intelligence, and the potential school merger.
Sherrill Watkins came forward requesting the monument on the grounds of the 1924 Courthouse not be removed and voicing support for the potential school merger.
7. Presentations.
 - a. NC Senior Tar Heel Board Delegate Cliff Moone presented the NC Senior Tar Heel Legislature Update to the Board.
 - b. Chair Isenhower, along with the Board, presented Emergency Services Director Bryan Blanton a Proclamation Honoring his Career and Accomplishments.
8. Public Hearings.
Planning Director Chris Timberlake requested the Board of Commissioners hold a public hearing to consider an application by The Building Company US LLC to rezone 15.12 acres of a 105.87-acre parcel (Parcel Identification Number 3687-0303-4617) owned by Cushman Properties LLC from R-40 Residential to Highway Commercial (HC).

The unaddressed parcel requested to be rezoned, identified as Parcel Identification Number 3687-0303-4617, is located on the western side of South NC 16 Highway, between RL Caldwell Drive and Tower Road in the Caldwell Township, within the Balls Creek Small Area. The parcel is the Watershed Protection-Overlay (WP-O). The request is for 15.12 acres of this larger tract to be rezoned from R-40 Residential to Highway Commercial (HC). The remaining 90.75, zoned R-40 Residential, is not requested to be rezoned but would be impacted by the request due to split-zoning regulations.

The current R-40 Residential district requires a minimum lot size of 40,000 square feet (just under one acre) and is considered a low-density "general use" residential district. Predominant uses in this district include single-family homes and agriculture. The Highway Commercial (HC) district requires a minimum lot size of 40,000 square feet. It is a "general use commercial" district providing areas for regional highway-oriented business, office, service and civic uses. The parcel is also within the Watershed Protection Overlay (WP-O) which limits built-upon-area for non-residential development. When a property is split-zoned, the ordinance states the zoning district applicable to the frontage of a parcel governs the remaining portion of property. A rezoning of the frontage to a general commercial district would allow any uses allowed in the Highway Commercial district to be permitted on this parcel (105.87-acres) if the request is approved.

The property, depicted as Parcel 1 on the attached maps, is zoned R-40 Residential and is undeveloped. The applicant is requesting 15.12 acres of road frontage to be rezoned to HC. The parcel has over 1100 feet of street frontage along NC 16 Highway. The project area is shown in a red stipple or red crosshatch area in the attached maps. The surrounding parcels contain the zoning districts and land uses described below.

- *North* – (across NC 16 Hwy) Parcels 2 and 3 are zoned Office-Institutional (O-I) and are undeveloped. Parcels 4 and 5 are zoned R-40 and contain single-family dwellings and associated accessory structures.
- *South* – Parcels 13-26, located along Sierra Drive, are zoned R-40 residential and are developed with manufactured homes.
- *East* – Parcels 6-12 are zoned R-40 and are developed with single-family dwellings, except for Parcels 9 and 12, which are undeveloped.
- *West* – Parcels 27-33 are zoned R-40. Parcels 28-33 are developed with single-family homes, and Parcel 27 is undeveloped.

There is no pertinent zoning history for these parcels.

The acreage of the parcel meets the minimum requirements for Highway Commercial (HC) property (40,000 square feet). The HC district allows a wide variety of commercial uses by-right. These uses include, but are not limited to, retail, mini warehouses (self-storage facilities), major vehicle repair, vehicle sales, car washes, campgrounds and manufactured home sales. The properties are also located in the Watershed Protection-Overlay (WP-O), more specifically, the WS-IV Watershed Protected Area, which limits the amount of built-upon area to 24% or 36% of the project, depending on use of curb and gutter. If rezoned, non-residential projects must adhere to the watershed protection regulations (built-upon area limitations) and low-impact development standards of the Unified Development Ordinance.

Based on the project narrative, the applicant's intent is to develop an office for the applicant's custom home construction business in the HC-zoned area. If the rezoning of the 15.12-acre frontage is approved, the applicant also plans to propose a by-right 87-lot cluster subdivision on the acreage remaining in the R-40 district. Some commercial area would serve the surrounding residential areas and the applicant's proposed residential development. For the proposed major subdivision, the 15.21 acres portion of the parcel would be subdivided from the R-40 portion. At present, the major subdivision proposal has not been submitted. If the rezoning is approved, it would be considered split-zoned until the time a final plat showing the subdivision of the 15.12-acre portion is recorded, which would mean any uses allowed in the Highway Commercial district would be permitted on this parcel (the entire 105.87-acres parcel) until that time.

Public water is located along NC 16 Highway. Public sewer is not available at this location. Evaluation for on-site septic would be necessary to serve any future development of the property.

NC 16 Highway is designated as a major thoroughfare in the Greater Hickory Metropolitan Transportation Plan. Traffic counts taken in 2023 north of the site near the NC 16 and Buffalo Shoals Rd. measured 18,000 average trips per day. South of the project site, close to where NC 16 Hwy crosses E. Maiden Rd, traffic counts measure 14,000 trips per day. NC 16 Hwy is now a limited access roadway in this area.

The Catawba County Comprehensive Plan, adopted in April 2024, includes a Future Land Use recommendation for the parcel proposed for rezoning as low-density residential. A Highway Commercial node is located at the intersection of Buffalo Shoals Road on the future land use map. An area south of the property, at the intersection of NC 16 Hwy and NC 150 Hwy, is designated as Mixed Use/Commercial/Multifamily.

The Comprehensive Plan also recommends focusing commercial growth at identified growth nodes and where infrastructure is available in the Balls Creek Small Area. The Plan recommends three nodes along NC 16 for commercial development at key intersections. Those nodes are located at the intersections of NC Highway 16 with Bethany Church Rd/Smyre Farm Rd, Providence Mill Rd/Balls Creek Rd, and Buffalo Shoals Rd. This request is not located in an area recommended for commercial development and is therefore not consistent with the adopted comprehensive land use plan.

The Planning Board held a public hearing on Monday, October 27, 2025. Two citizens spoke sharing concerns about the request. Miles Wright spoke on behalf of the applicant. Planning Board members expressed concerns about the lack of clarity regarding future development plans and inconsistency with the land use vision established for the area.

Staff did not support the request and the Planning Board voted 8 – 0 not to recommend the rezoning application by The Building Company US LLC to rezone 15.12 acres of a 105.87-acre parcel (Parcel Identification Number 3687-0303-4617) owned by Cushman Properties LLC from R-40 Residential to Highway Commercial (HC) based upon:

1. The property's location on the western side of South NC Highway 16, near existing residential zoning district and residential uses.
2. The Catawba County Comprehensive Plan Future Land Use Map's recommendation for low-density residential uses on this parcel and in this area.
3. The Catawba County Comprehensive Plan's recommendation to "focus commercial growth at identified growth nodes" within the Balls Creek Small Area.
4. The Catawba County Comprehensive Plan's recommendation for commercial growth to be concentrated at the three commercial nodes along NC Highway 16 located at the intersections of NC Highway 16 with Bethany Church Rd/Smyre Farm Rd, Providence Mill Rd/Balls Creek Rd, and Buffalo Shoals Rd. (This rezoning request encourages a strip of commercial along South NC 16 Highway instead of nodal development at these key intersections.)
5. Depending upon development, subdivision of the property is not required, and the request is not a conditional zoning request. The nature of the request, split-zoning with Highway Commercial along the frontage, would cause the 105.87-acre parcel to be considered commercial, inconsistent with the comprehensive plan.

After Mr. Timberlake's presentation, the Board held a brief discussion. Chair Isenhower opened the public hearing. Miles Wright and Greg Crawley came forward and spoke in favor of the rezoning. With no one else coming forward, the Chair closed the public hearing. Commissioner Robert Abernethy made a motion to deny the rezoning request and adopt the proposed plan inconsistency and unreasonableness statement included in the agenda packet. The motion to deny such rezoning carried unanimously.

The following Plan Inconsistency and Unreasonableness Statement applies:

CATAWBA COUNTY BOARD OF COMMISSIONERS

PROPOSED PLAN INCONSISTENCY AND UNREASONABLENESS STATEMENT

Zoning Amendment Request: To rezone 15.12 acres of a 105.87-acre parcel from R-40 Residential to Highway Commercial (HC). The 105.87-acre unaddressed parcel is identified with parcel number 3687-0303-4617 and is located immediately west of 5147 S. NC 16 Highway. The parcel is also within the Watershed Protection Overlay (WP-O) and Mountain Protection Overlay (MP-O).

The Catawba County Board of Commissioners finds the request inconsistent with the Catawba County Comprehensive Future Land Use Map recommendation of low-density residential use on these parcels.

Pursuant to NCGS 160D-605, the Board of Commissioners finds the rezoning request unreasonable based upon:

- 1) The property's location on the western side of South NC Highway 16, near existing residential zoning district and residential uses.
- 2) The Catawba County Comprehensive Plan Future Land Use Map's recommendation for low-density residential uses on this parcel and in this area.
- 3) The Catawba County Comprehensive Plan's recommendation to "focus commercial growth at identified growth nodes" within the Balls Creek Small Area.
- 4) The Catawba County Comprehensive Plan's recommendation for commercial growth to be concentrated at the three commercial nodes along NC Highway 16 located at the intersections of NC Highway 16 with Bethany Church Rd/Smyre Farm Rd, Providence Mill Rd/Balls Creek Rd, and Buffalo Shoals Rd. (This rezoning request encourages a strip of commercial along South NC 16 Highway instead of nodal development at these key intersections.)
- 5) Depending upon development, subdivision of the property is not required, and the request is not a conditional zoning request. The nature of the request, split-zoning with Highway Commercial along the frontage, would cause the 105.87-acre parcel to be considered commercial, inconsistent with the comprehensive plan.

By a vote of _____, the Catawba County Board of Commissioners denies the rezoning request.

This the 17th day of November 2025.

C. Randall Isenhower, Chair

9. Consent Agenda.

County Manager Mary Furtado presented the following four items under the consent agenda. Chair Isenhower asked if any commissioner wished for an item to be broken out of the consent agenda for individual consideration. None was requested.

a. The Policy and Public Works Subcommittee recommended the Board of Commissioners authorize the County Manager to approve Change Order #1 for the Blackburn MSW Unit 4 Advance Site Work and Utility Relocate Project and approve a budget revision in the amount of \$277,923.

In accordance with State law and keeping with Catawba County's history of environmental awareness, Catawba County began using Subtitle D Municipal Solid Waste (MSW) Landfill Cells in 1998. Catawba County is continuing this process by preparing to construct Blackburn Landfill Unit 4 at its Blackburn Resource Recovery Facility. The current MSW cell, Unit 3 Phase 2, is expected to reach disposal capacity by the spring of 2030, and the next Subtitle D Cell, Unit 4, is on schedule to begin construction in August 2027.

In August 2025, the Board of Commissioners awarded the Blackburn MSW Unit 4 Advance Site Work and Utility Relocate Project to Mountaineer Contractors, Inc. (Mountaineer) of Kingwood, WV in the amount of \$2,075,883.

The NCDEQ Division of Energy, Mineral, and Land Resources (DEMLR) recently changed the design criteria for sediment basins from 10-year storm event requirements to 25-year storm event requirements in terms of erosion and sedimentation. This proposed change order is being brought forward due to these unforeseen design changes required by DEMLR to the Erosion and Sedimentation Control permit, which has caused increases in work, materials, and time that have been packaged together as Change Order #1 in the amount of \$277,923. Utilities and Engineering and HDR Engineering, Inc. of the Carolinas (HDR), the County's project engineers, have evaluated the Change Order, found it to be fair and reasonable, and recommend approval as presented.

The Solid Waste Enterprise Fund is funded by user fees specifically generated through landfill-related activities; no ad valorem tax dollars are used to support the Fund.

APPROPRIATION

Revenue	
525-350050-690100	\$277,923
Fund Balance Applied	
485-351100-695525	\$277,923
From Solid Waste Management Fund	
Expenditure	
525-350050-995485	\$277,923
Transfer to Solid Waste Capital	
485-351100-989000-22017	\$277,923
Subtitle D Cell Construction	

b. The Policy and Public Works Subcommittee recommended the Board of Commissioners adopt a resolution establishing total project cost, setting the Preliminary Assessment Roll, and scheduling a Public Hearing on the Preliminary Assessment Roll for Langdon Ridge Subdivision Road Improvement Project; and authorize the Chair to petition the North Carolina Department of Transportation (NCDOT) to accept Langdon Road in Langdon Ridge subdivision into NCDOT's Secondary Road Maintenance Program.

In 2020, the Board established a petition-driven program to facilitate acceptance of private roads into NCDOT's Secondary Road Maintenance Program, which is consistent with NCGS §153A-185 *Authority to Make Special Assessments*. Through this program, the County provides up-front financing to improve private roads to NCDOT standards, so NCDOT can assume maintenance responsibility. The cost of improvements is assessed against the property owners and recouped over a 10-year period through the special assessment process. To participate in the program, at least 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project, and the owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment. The Board of Commissioners must then authorize the project prior to any construction efforts. In 2022, the Board established the \$2.5 Million Subdivision Road Improvement Fund and authorized the dedication of special assessment repayment revenue to the Fund, thereby establishing a clear funding mechanism for subdivision road improvement projects.

Property owners of Langdon Ridge subdivision followed the above process to petition the County to finance repairs to their subdivision roads for the purpose of bringing the roads up to NCDOT standards for acceptance into NCDOT's secondary road maintenance program. The construction is now complete, and NCDOT Division staff are satisfied that the roads now meet NCDOT standards and can be accepted into the secondary road maintenance program.

In order to complete the special assessment after a project is complete, the Board must make a final determination of cost, prepare and publish a Preliminary Assessment Roll, conduct a public hearing, and consider adopting what – if approved – will then become the Final Assessment Roll, and charge the Tax Administrator with the collection of the assessments. Property owners will then be notified of the assessment and payment options. This action implements the special assessment. The last required action is submission of a petition to the NCDOT Board for acceptance of the roads into the State's program for maintenance.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have already been completed, provides the dates on which the Board of Commissioners each took the required action. The table also outlines the remaining steps the Board will still need to take to implement the assessment (*noted in italics, with planned dates*).

NCGS §	Date	Action Items
153A-205	2/18/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	4/7/2025	BOC accepts Citizen Petition, makes funding decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	5/19/2025	BOC holds Public Hearing on Preliminary Assessment Resolution.
153A-192	5/19/2025	BOC adopts Final Resolution approving Project, setting financing terms.
143-131	6/2/2025	Project is bid in accordance with NC Procurement Procedures.
143-131	7/21/2025	Bid awarded.
153A-193 & 194	11/17/2025	BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.
153A-195	<i>TBD – proposed 12/15/2025</i>	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in same manner as property taxes.</i>

Below is a summary of the actions the Board is being requested to take today.

1). Determination of Cost

In determining the total cost, the Board may include construction costs and the cost of publishing and mailing notices. For Langdon Ridge, the costs associated with the project are:

Determination of Cost – Langdon Ridge

Construction	\$29,768.91
Advertisement of Preliminary Assessment (prior to construction)	\$137.61
Advertisement and notice of Preliminary Roll (current BOC item)	\$120.00
Tax Roll Advertisement	\$120.00
Total Cost – Langdon Ridge	\$30,146.52

The basis for assessment is by lot, based on the number of subdivision lots at the time the petition was made, which is 8.

The individual assessment for each of the 8 lots is \$3,768.32. This amount can be paid as a lump sum before the first assessment bill comes due or in 10 annual payments with 1.5% annual interest. The annual payment with interest is \$408.61.

2.) Preliminary Assessment Roll Prepared and Published

Now that construction is complete, County staff have developed a preliminary assessment roll for Langdon Ridge subdivision, in accordance with the provisions of NCGS 153A-194. If the Board adopts the resolution presented, the preliminary assessment roll will be filed in the Clerk's office where it will be available for inspection, and the required public hearing will be scheduled for the Board meeting on December 15, 2025. Additionally, a notice of the preliminary assessment roll and public hearing time will be mailed by first-class mail to each property owner to be assessed.

3.) Petition to NCDOT

To initiate the process with NCDOT regarding maintenance responsibility, the Board must authorize submitting a petition to NCDOT to accept the following roads: Langdon Road in Langdon Ridge subdivision. A copy of the NCDOT petition form for the subdivision is attached.

If the Board of Commissioners should choose not to adopt the Final Assessment Rolls, the County would be unable to recover the project funds spent repairing the roads and would have established a precedent of dedicating public funding to private road repair projects.

The following resolution applies:

RESOLUTION No. 2025-42

RESOLUTION DECLARING COST, ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON THE PRELIMINARY ASSESSMENT ROLL FOR THE STREET IMPROVEMENT PROJECT FOR LANGDON RIDGE SUBDIVISION

WHEREAS, the improvement of a portion of Langdon Ridge subdivision fronting Langdon Road was requested by petition of Property Owners filed on February 18, 2025, duly certified, to the Board of Commissioners, and determined to be sufficient in all respects by the Director of Utilities and Engineering; and

WHEREAS, the Board authorized the project by a Resolution adopted by the Board on May 19, 2025, and the project has been completed; and

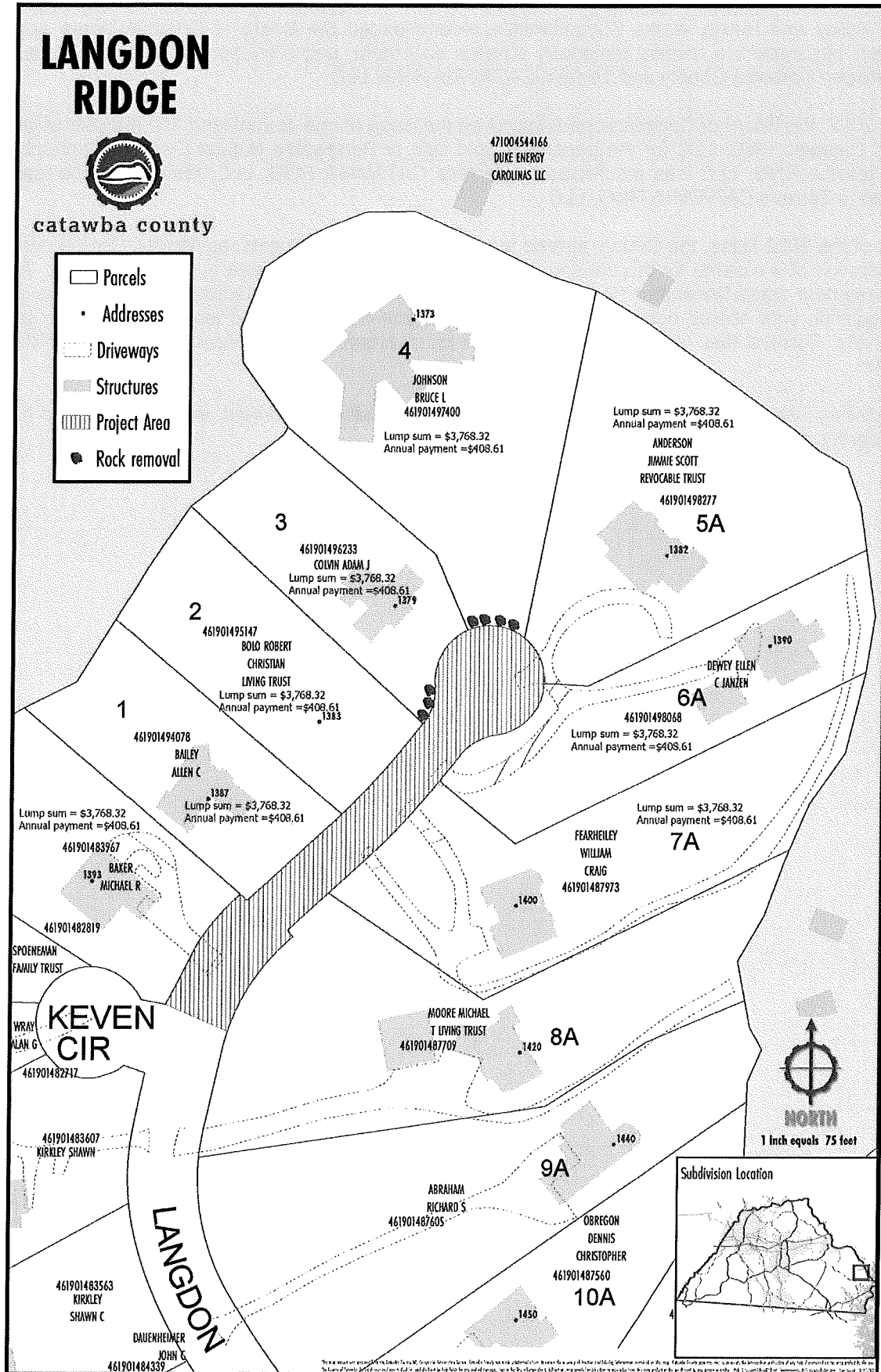
WHEREAS, the cost of the project has been determined.

NOW, THEREFORE, BE IT RESOLVED by the Catawba County Board of Commissioners:

1. The cost of the above-described improvement has been computed and determined and is hereby declared to be \$ 30,146.52.
2. The Catawba County Tax Administrator is hereby directed to prepare a preliminary assessment roll, in accordance with N.C.G.S. §153A-194, showing the individual assessments upon properties benefited by the improvement.
3. The Catawba County Clerk is hereby directed to make available during regular office hours, in the Clerk's office, the preliminary assessment roll for inspection by the public from this day through December 15, 2025.
4. The Catawba County Board of Commissioners will hold a public hearing in accordance with N.C.G.S. §153A-195 at 7:00 p.m. on December 15, 2025 at the Catawba County Board of Commissioners Board Room, located in the Justice Center in Newton, North Carolina.
5. The Clerk is hereby directed to issue notice of the above-described public hearing.
6. The Clerk is further directed, no later than 10 days before the public hearing, to mail by first class mail copies of the notice of hearing to the property owners listed on the preliminary assessment roll.

Adopted the 17th day of November 2025.

A copy of the Langdon Ridge Subdivision map is hereto attached:



c. The Policy and Public Works Subcommittee recommended the Board of Commissioners approve an easement termination, a revised temporary pipeline easement, and a temporary easement for a propane tank between Catawba County and Terreva CATAWBA RNG, LLC.

In April 2022, the Board of Commissioners approved the lease of one acre of land and the sale of landfill gas to MAS Catawba RNG, LLC for the generation and sale of Renewable Natural Gas. In September 2022, MAS Catawba RNG, LLC was purchased by Terreva CATAWBA RNG, LLC, resulting in the lease being assigned to Terreva CATAWBA RNG, LLC.

As part of the 2022 lease, the County agreed to grant additional easements, as needed, for the construction and operation of a pipeline for the transport of products generated or treated by the RNG Plant. A pipeline utility easement dated December 12, 2024 was granted and recorded on January 13, 2025. The alignment of the pipeline was altered during construction, which requires an updated temporary pipeline easement. Additionally, Terreva has requested an easement for a propane tank needed to convert landfill gas to methane.

The following easement termination, a revised temporary pipeline easement, and the proposed new utility easement for the propane tank apply:

Prepared by and when
recorded return to:

G. Alan Howard, Esq.
Milam Howard Nicandri & Gillam, P.A.
14 East Bay Street
Jacksonville, Florida 32202

**EASEMENT TERMINATION
(Catawba County)**

THIS EASEMENT TERMINATION (the "Easement Termination") is entered into as of this ____ day of October 2025 by and between CATAWBA COUNTY, NORTH CAROLINA, a body politic, corporate, organized and existing under the laws of the State of North Carolina, whose address is 25 Government Drive, P.O. Box 389, Newton, North Carolina 28658 ("Grantor") and TERREVA CATAWBA RNG, LLC, a Delaware limited liability company, whose address is 889 Howell Mill Road, Suite 4300, Atlanta, Georgia 30318 ("Grantee"). Grantor and Grantee are each a "Party," and collectively, the "Parties."

Background

A. Grantor granted to Grantee a Right-of-Way pursuant to that certain Pipeline Utility Easement dated December 12, 2024, and subsequently recorded on January 13, 2025, in Book 03917, Pages 0830-0841 of the Catawba County Registry, a copy of which is attached hereto as Exhibit A (the "Easement").

B. The Easement provides that Grantee shall have a Right-of-Way thirty feet (30') in width depicted in Exhibit A thereof, which shall run through certain land acquired by the Grantor by an instrument recorded in Deed Book 3893, Page 1341 of the Catawba County Registry (the "Property").

Grantee has completed construction of a pipeline for the transportation of gas, on, over, under, and across the Property through the Right-of-Way (the "Pipeline").

C. Segments of the Pipeline encroach on the Property beyond the bounds of the Right-of-Way.

D. Grantee desires to terminate the Easement by executing this Easement Termination.

E. Contemporaneous with this Easement Termination, Grantor and Grantee have entered into a Temporary Easement Agreement by and between the Grantor and Grantee, whereby Grantor has granted to Grantee certain easement rights over the Property for the use of the Pipeline as constructed.

Agreement

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Termination of Easement. The Parties jointly hereby terminate the Easement, and the Easement shall be null and void and of no further force and effect from and after the date hereof. As a result of the termination of the Easement, neither the Grantee, nor the Grantor shall have any further or continuing rights, obligations, or liability to the other in connection with the Easement. Grantee hereby terminates and abandons all right, title, and interest in and to the Right-of-Way and releases and remises to Grantor all right, title, and interest of Grantee to the Right-of-Way.

3. Binding Effect. This Easement Termination shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective transferees, successors or assigns.

4. Definitions. Capitalized terms not specifically defined in this Easement Termination shall have the same meanings as are ascribed them in the Easement.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Termination as of the year and date first above written.

GRANTOR:

CATAWBA COUNTY, NORTH
CAROLINA

By: _____
Name: _____
Title: County Manager, Catawba County

ATTESTED BY:

Name: _____
Title: County Clerk

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is County Clerk and that, by authority duly given and as the act of the Catawba County Board of Commissioners, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the _____ day of _____, 2025.

{Seal}

Notary Public
Printed Name: _____
My Commission Expires: _____

Signature Page to Easement Termination

GRANTEE:

TERREVA CATAWBA RNG, LLC

By: _____
Jason Byars, Chief Executive Officer

WITNESSES:

Print: _____

Print: _____

STATE OF GEORGIA

COUNTY OF FULTON

Sworn to and subscribed before me by Jason Byars, Chief Executive Officer of Terreva Catawba RNG, LLC, a Delaware limited liability company, who ☐ physically appeared in person or ☐ who appeared before me by using audio-visual technology, and who is ☐ personally known to _____ me or _____ who _____ produced _____ as identification.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

[SEAL]

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signature Page to Easement Termination

EXHIBIT A
EASEMENT
[See attached]

AREA TABLE			EXHIBIT A	LOCATION MAP NOT TO SCALE
EASEMENT TYPE	ACRES	SQ. FT.		
PERMANENT EASEMENT	2.1381	93,122	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.	

SCALE IN FEET
30 0 30 60

CERTIFICATION
I, TRAVIS D. CHAFFEE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3893, PAGE 1341); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS SHOWN, PAGE AS SHOWN; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(1)(1)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 12TH DAY OF SEPTEMBER 2025

TRAVIS B. CHAFFEE, PLS L-5672

LINE TABLE

LINE #	LENGTH	BEARING
L1	22.50'	S150°59'E
L2	30.00'	S150°59'E

OWNER OF RECORD
CATAWBA COUNTY
BOOK 3893 PAGE 1341
PIN: 361804522134

JOEL & JOHNATHAN MAUSER
BOOK 3341 PAGE 227
PIN: 361804636536

LEGEND

- REBAR SET
- REBAR FOUND
- CONC. MONUMENT FOUND
- COMPUTED POINT (NOT SET)
- TCE TEMPORARY CONSTRUCTION EASEMENT
- USSE UTILITY STATION SITE EASEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- SUBJECT PARCEL
- SUBJECT EASEMENT
- R/W STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXISTING EASEMENT
- CENTERLINE
- TIE LINE
- CHAIN LINK FENCE

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: TERREVA CATAWBA COUNTY RNG, LLC.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
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- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.

PSI PATRIOT SURVEYING & INFRASTRUCTURE
PATRIOT SURVEYING & INFRASTRUCTURE, PLLC
156-B RACEWAY DRIVE
MOORESVILLE, NC 28117
TEL: 1-800-270-4229
FIRM # P-2773

TERREVA CATAWBA COUNTY RNG, LLC
EASEMENT EXHIBIT
EASEMENT ACROSS THE LAND OF CATAWBA COUNTY
3771 ROCKY FORD RD, NEWTON
CATAWBA COUNTY, NC 28858

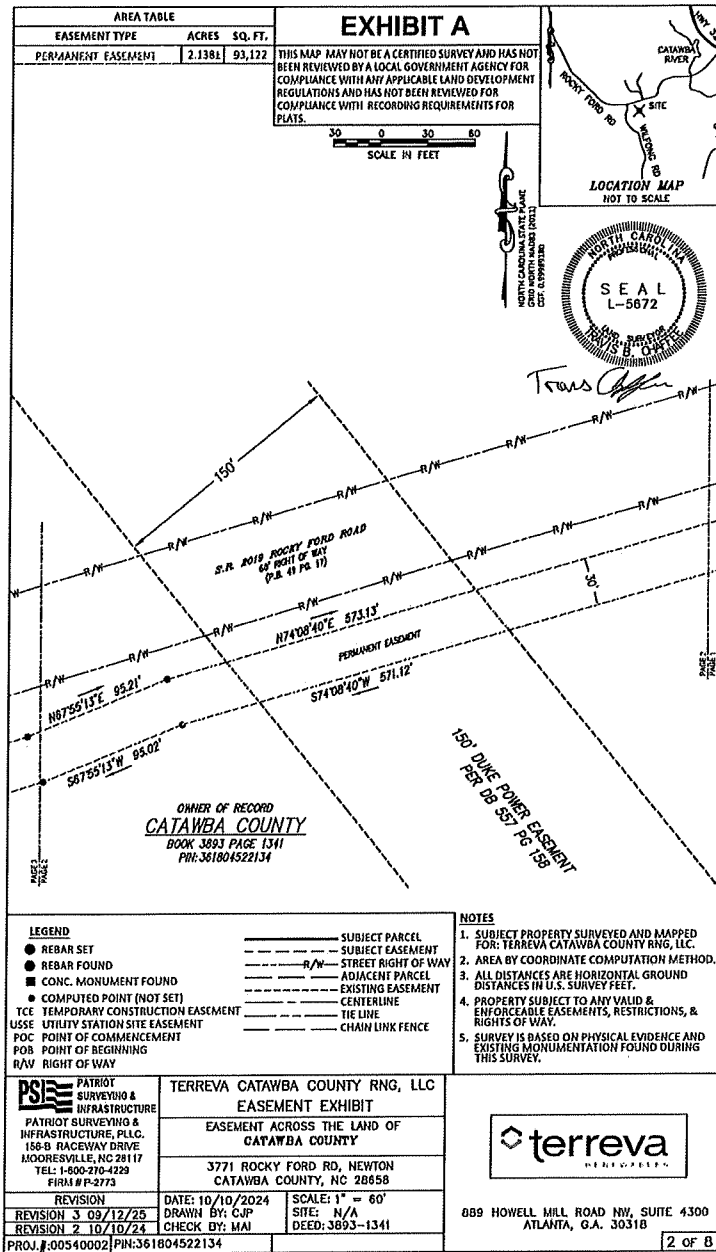
terreva
ENGINEERS

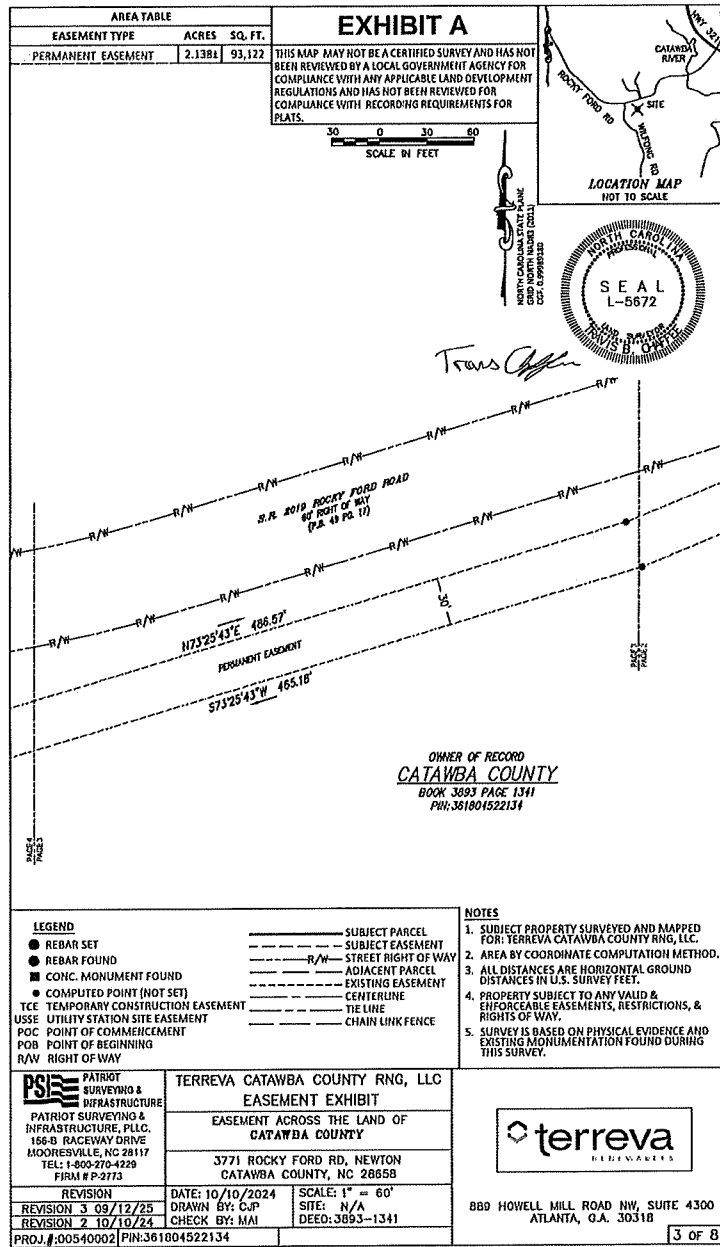
889 HOWELL MILL ROAD NW, SUITE 4300
ATLANTA, GA. 30318

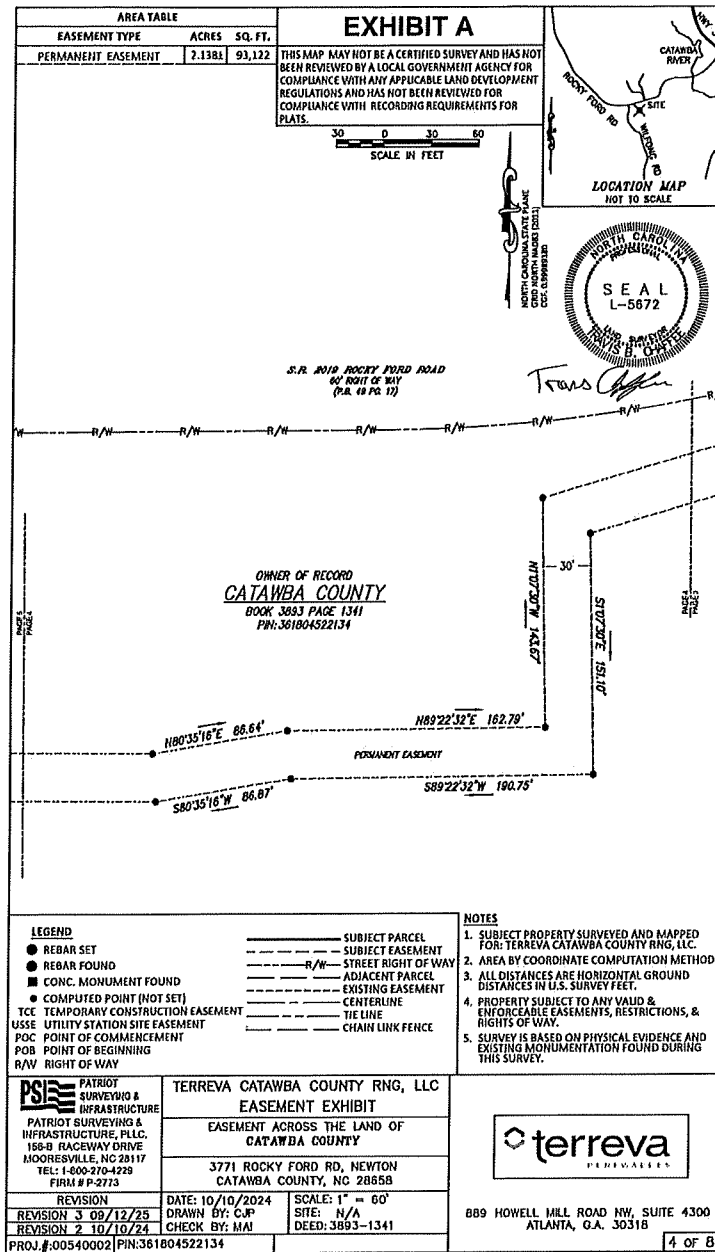
REVISION 3 09/12/25 DATE: 10/10/2024 SCALE: 1" = 60'
REVISION 2 10/10/24 DRAWN BY: CJP SITE: N/A
CHECK BY: MAI DEED: 3893-1341

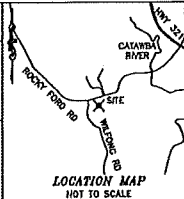


PROJ. # 00540002 PIN: 361804522134


1 OF 8

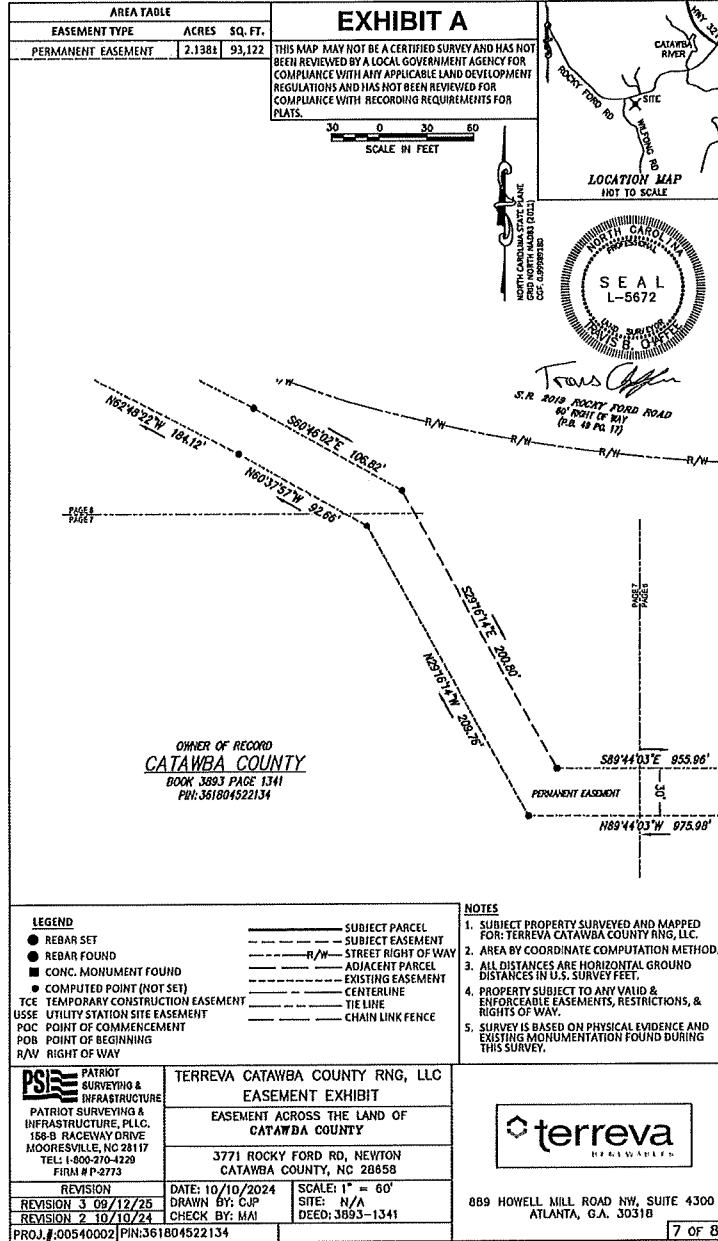


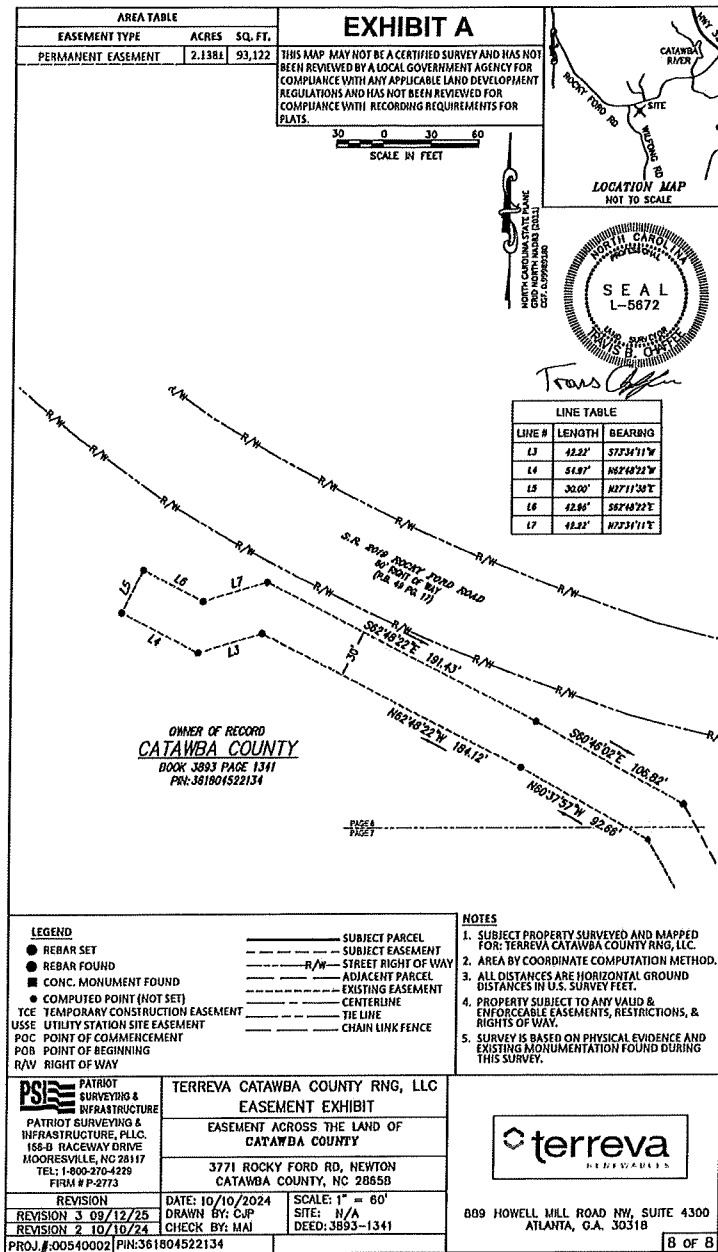




AREA TABLE			EXHIBIT A	
EASEMENT TYPE	ACRES	SQ. FT.		
PERMANENT EASEMENT	2.1381	93,122	<p>THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.</p> <p>30 0 30 60 SCALE IN FEET</p> <p>  Travis C. Allen </p>	
			<p>589°44'03"E 855.96'</p> <p>PERMANENT EASEMENT</p> <p>10'</p> <p>189°44'03"W 975.98'</p> <p>OWNER OF RECORD CATAWBA COUNTY BOOK 3693 PAGE 1341 PIN: 361804522134</p>	
<p>LEGEND</p> <ul style="list-style-type: none"> ● REBAR SET ● REBAR FOUND ■ CONC. MONUMENT FOUND ● COMPUTED POINT (NOT SET) --- TEMPORARY CONSTRUCTION EASEMENT --- UTILITY STATION SITE EASEMENT POC: POINT OF COMMENCEMENT POB: POINT OF BEGINNING R/W: RIGHT OF WAY 			<p>--- SUBJECT PARCEL</p> <p>--- SUBJECT EASEMENT</p> <p>--- R/W</p> <p>--- ADJACENT PARCEL</p> <p>--- EXISTING EASEMENT</p> <p>--- CENTERLINE</p> <p>--- TIE LINE</p> <p>--- CHAIN LINK FENCE</p>	<p>NOTES</p> <ol style="list-style-type: none"> SUBJECT PROPERTY SURVEYED AND MAPPED FOR: TERREVA CATAWBA COUNTY RNG, LLC. AREA BY COORDINATE COMPUTATION METHOD. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
<p>PSI PATRIOT SURVEYING & INFRASTRUCTURE PATRIOT SURVEYING & INFRASTRUCTURE, PLLC 158-B RACEWAY DRIVE MOORESVILLE, NC 28117 TEL: 1-800-270-4329 FIRM # P-2773</p>			<p>TERREVA CATAWBA COUNTY RNG, LLC EASEMENT EXHIBIT EASEMENT ACROSS THE LAND OF CATAWBA COUNTY 3771 ROCKY FORD RD, NEWTON CATAWBA COUNTY, NC 28658</p>	
<p>REVISION 3 09/12/25 REVISION 2 10/10/24</p>			<p>DATE: 10/10/2024 DRAWN BY: CJP CHECK BY: MAI</p>	
<p>PROJ. # 00540002 PIN: 361804522134</p>			<p>SCALE: 1" = 60' SITE: N/A DEED: 3693-1341</p>	
			<p> 889 HOWELL MILL ROAD NW, SUITE 4300 ATLANTA, GA. 30318</p>	

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<p>OWNER OF RECORD CATAWBA COUNTY BOOK 3893 PAGE 1341 PIN: 361804522134</p>			
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<p>889 HOWELL MILL ROAD NW, SUITE 4300 ATLANTA, GA. 30318</p>			<p>6 OF 8</p>





TEMPORARY PIPELINE EASEMENT

PREPARED BY: Milam, Howard, Nicandri & Gillam, P.A.
RETURN TO: TERREVA CATAWBA RNG, LLC
889 Howell Mill Rd NW, Suite 4300
Atlanta, Georgia 30318
Attn: Jason Byars, Chief Executive Officer

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged CATAWBA COUNTY, a North Carolina body politic, hereinafter referred to as "GRANTOR" (whether one or more), does hereby grant, bargain, sell and convey unto TERREVA CATAWBA RNG, LLC, a Delaware limited liability company *f/k/a* MAS Catawba RNG, LLC, whose mailing address is 889 Howell Mill Rd NW, Suite 4300, Atlanta, Georgia 30326, its successors and assigns, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, operating, maintaining, inspecting, repairing, removing and/or abandoning in place a pipeline or pipelines, and appurtenances, along with ingress and egress, together with such valves, fittings, markers, corrosion control devices, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of gas, on, over, under, across and through a strip of land THIRTY FEET (30') in width (the "Right-of-Way"), being generally depicted on the Exhibit "A" attached hereto and made a part hereof, located all or in part of Jacobs Fork Township, CATAWBA COUNTY, NORTH CAROLINA, and described as follows:

The property hereinabove described was acquired by the GRANTOR by instrument(s) recorded in the CATAWBA COUNTY Registry, Deed Book 3893, Page 1341.

Tax Parcel Number (s): 361804522134.

Bounded substantially by lands now and/or formerly owned as follows:

On the North by lands of: ROCKY FORD RD
On the East by lands of: JONATHON MAUSER
On the South by lands of: CATAWBA COUNTY
On the West by lands of: VARIOUS

With the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by the Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

GRANTOR and GRANTEE are parties to that certain Landfill Gas Purchase Agreement dated April 14, 2022 (the "GPA"). The term of this Temporary Easement shall commence on the date this Temporary Easement shall have been fully executed by the Grantor and Grantee (the "Effective Date") and, unless earlier terminated as provided herein, shall continue in effect for so long as the GPA remains in effect. This Temporary Easement shall automatically terminate upon the expiration or termination of the GPA, as set forth therein, and shall be automatically renewed or extended to the same extent that the GPA is renewed or extended.

Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

Grantee may use a strip of land TWENTY FEET (20') in width as a temporary workspace easement to be located along, adjacent to and parallel with the easement. Grantor agrees to not impound water upon, build, create, or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and

keep clear said right of way of any trees, shrubs, or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

Grantee, and its successors and assigns, shall have the rights and privileges provided in this temporary easement so long as any one or more of said rights or privileges are exercised or useful to Grantee. Should the pipeline be abandoned by the Grantee, its successors or assigns, or should Grantee, its successors or assigns cease commercial activities upon the property for a period of twenty-four (24) months, this easement shall be terminated and become null and void.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee. This agreement can be signed in counterparts with the same effect as if all parties signed one agreement. It is hereby understood that the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this Temporary Easement Agreement as of _____, 2025.

GRANTOR:

CATAWBA COUNTY,
a North Carolina body politic

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that she is County Clerk and that, by authority duly given and as the act of the Catawba County Board of Commissioners, the foregoing instrument was signed in its name by its Chair, sealed with a corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the _____ of _____, 2025.

Notary Public
Printed Name: _____
My commission expires: _____

GRANTEE:

TERREVA CATAWBA RNG, LLC
a Delaware limited liability company

By: _____
Name: Jason Byars, Chief Executive Officer

[illegible]

On this, the ____ day of _____, 2025, before me the undersigned officer, personally appeared Jason Byars, who acknowledged himself to be the Chief Executive Officer of TERREVA CATAWBA RING, LLC, a Delaware limited liability company, and that as such officer, being authorized so to do, he executed the foregoing instrument for purposes therein contained by signing the name of the limited liability company by himself as such officer.

In witness whereof, I hereunto set my hand and official seals.

My commission expires: _____

Notary Public _____

EXHIBIT "A"

This Exhibit "A" attached hereto and made a part hereof of that certain Pipeline Right of Way Grant dated _____, 2025 by and between CATAWBA COUNTY, a North Carolina body politic, as Grantor, and TERREVA CATAWBA RNG, LLC, a Delaware limited liability company, as Grantee.

[Insert Exhibit]

AREA TABLE			EXHIBIT A	LOCATION MAP NOT TO SCALE
EASEMENT TYPE	ACRES	SQ. FT.		
PERMANENT EASEMENT	2.1384	93,122	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.	

SCALE IN FEET
30 0 30 60

CERTIFICATION
I, TRAVIS D. CHAFFEE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3893, PAGE 1341); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS SHOWN, PAGE AS SHOWN; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (C)(1)(3)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-29; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREIN.

THIS 12TH DAY OF SEPTEMBER 2025

TRAVIS D. CHAFFEE, PLS L-5672

LINE TABLE

LINE #	LENGTH	BEARING
L1	22.50'	S150°59'2"E
L2	30.00'	S150°59'2"E

OWNER OF RECORD
CATAWBA COUNTY
BOOK 3893 PAGE 1341
PIN: 361804522134

JOEL & JONATHAN MAUSER
BOOK 3341 PAGE 227
PIN: 361804636535

LEGEND

- REBAR SET
- REBAR FOUND
- CONC. MONUMENT FOUND
- COMPUTED POINT (NOT SET)
- TCE TEMPORARY CONSTRUCTION EASEMENT
- USSE UTILITY STATION SITE EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY

SUBJECT PARCEL
SUBJECT EASEMENT
R/W STREET RIGHT OF WAY
ADJACENT PARCEL
EXISTING EASEMENT
CENTERLINE
TIE LINE
CHAIN LINK FENCE

NOTES

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166-B RACEWAY DRIVE
MOORESVILLE, NC 28117
TEL: 1-800-270-4220
FIRM # P-2773

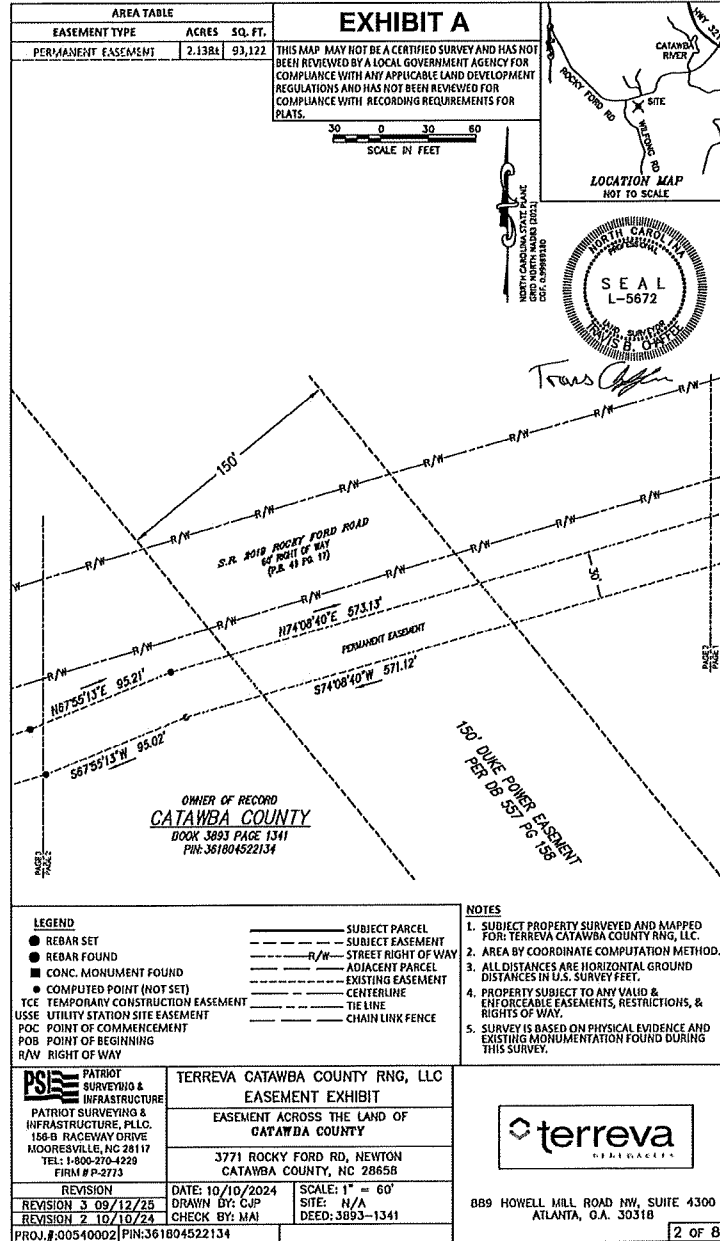
TERREVA CATAWBA COUNTY RNG, LLC
EASEMENT EXHIBIT
EASEMENT ACROSS THE LAND OF CATAWBA COUNTY
3771 ROCKY FORD RD, NEWTON
CATAWBA COUNTY, NC 28658

REVISION 3 09/12/25
REVISION 2 10/10/24
DATE: 10/10/2024
DRAWN BY: CJP
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SCALE: 1" = 60'
SITE: N/A
DEED: 3893-1341

terreva
889 HOWELL MILL ROAD NW, SUITE 4300
ATLANTA, GA. 30318

PROJ. # 00540002 PIN: 361804522134

1 OF 8



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--- SUBJECT PARCEL

--- SUBJECT EASEMENT

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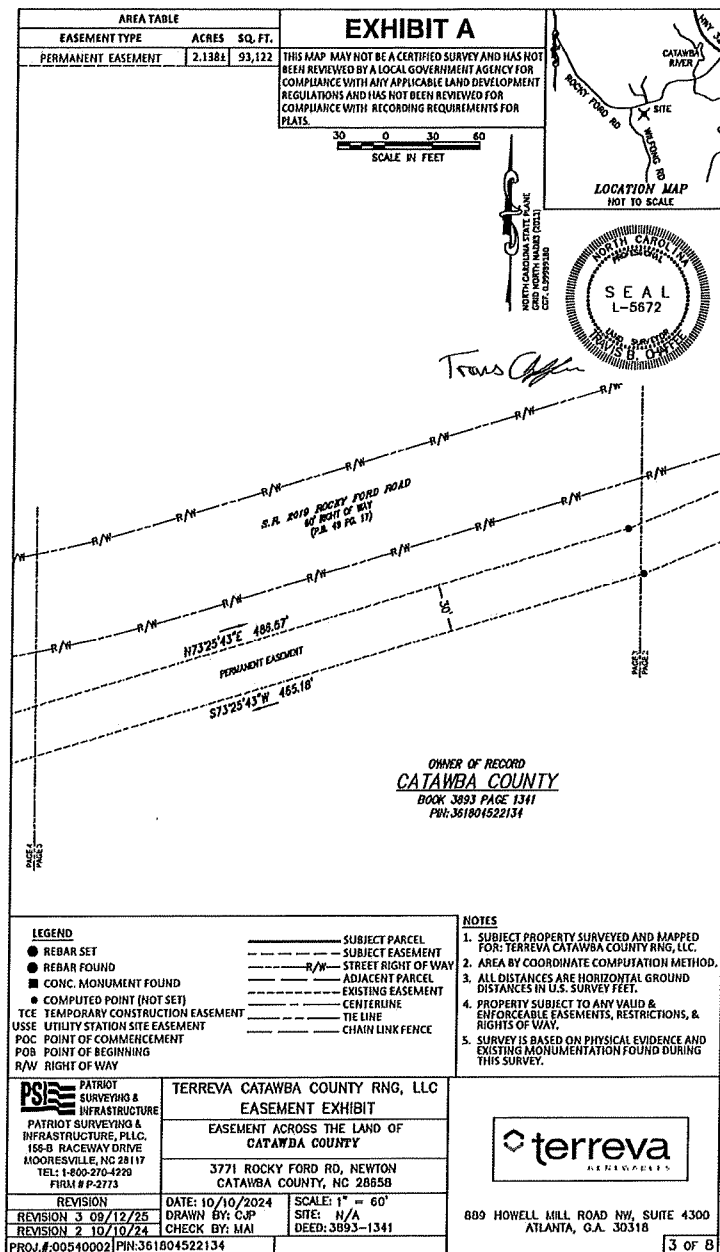
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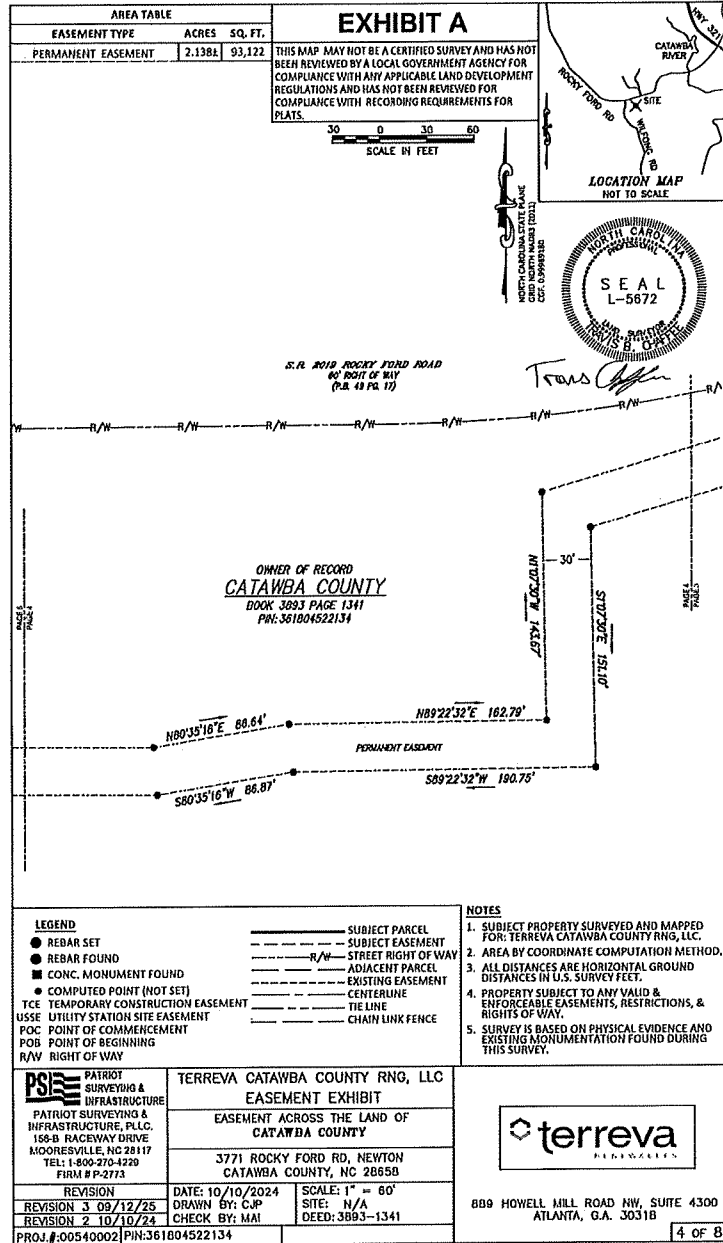
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889 HOWELL MILL ROAD NW, SUITE 4300
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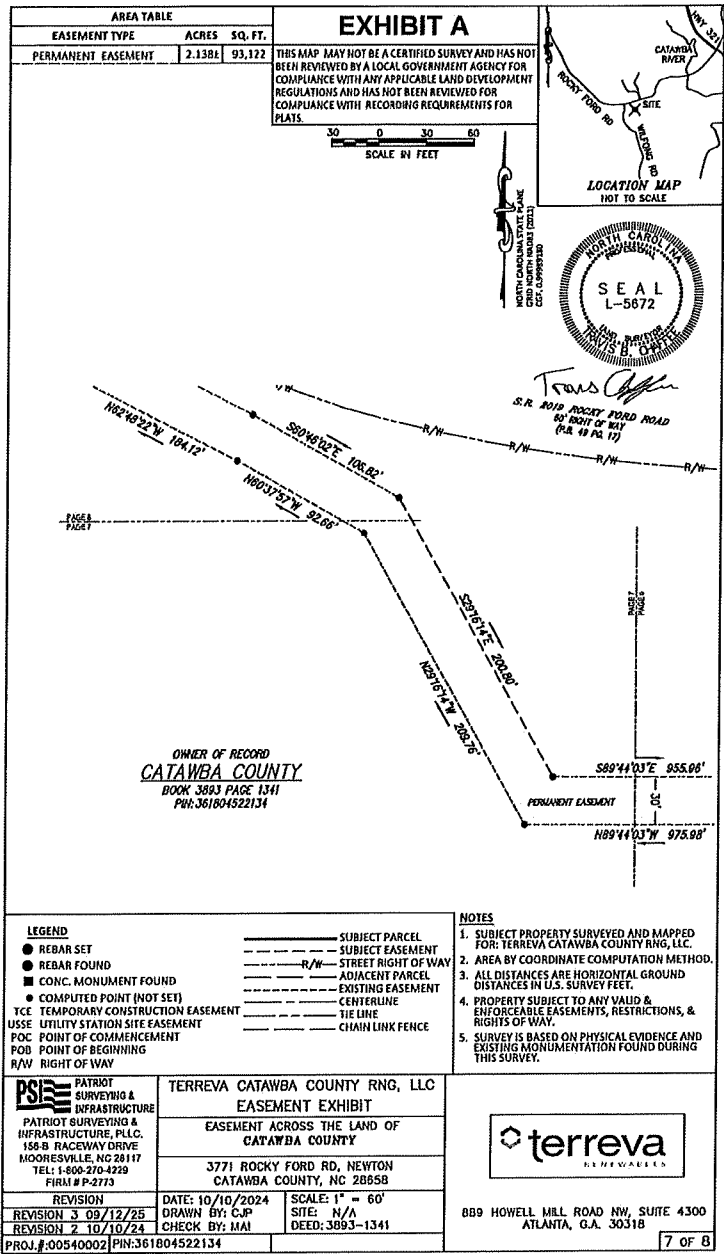
2 of 8

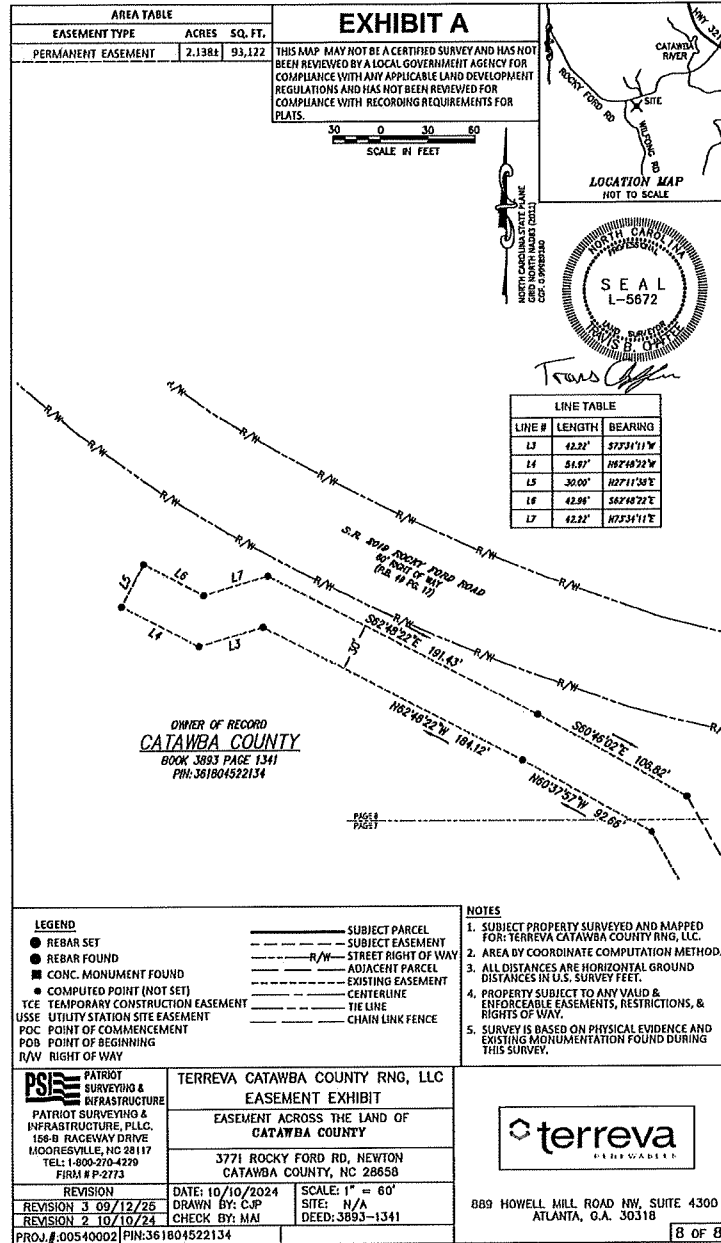




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<p>OWNER OF RECORD CATAWBA COUNTY BOOK 3893 PAGE 1341 PIN: 361604522134</p>			<p>NOTES</p> <ol style="list-style-type: none"> 1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: TERREVA CATAWBA COUNTY RNG, LLC. 2. AREA BY COORDINATE COMPUTATION METHOD. 3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. 4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. 	
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			6 OF 8	





Prepared by and after recording return to:

Millam Howard Nicandri & Gillam, P.A.
14 East Bay Street
Jacksonville, Florida 32202
Attn: G. Alan Howard

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made as of October ____, 2025, by and between CATAWBA COUNTY, NORTH CAROLINA, a body politic, corporate, organized and existing under the laws of the State of North Carolina, whose address is 25 Government Drive, P.O. Box 389, Newton, North Carolina 28658 ("Grantor"), and TERREVA CATAWBA RNG, LLC, a Delaware limited liability company, whose address is 889 Howell Mill Road, Suite 4300, Atlanta, Georgia 30318 ("Grantee").

Background

A. Grantor owns the Blackburn Landfill (the "Landfill") located at 3993 Rocky Ford Road, in Catawba County, North Carolina, including the gas rights to the Landfill.

B. Grantor and Grantee have executed and delivered a Landfill Gas Purchase Agreement (as the same may be hereafter amended, the "GPA"), pursuant to which Grantee intends to construct the RNG Plant (as used herein, "RNG Plant" shall have the definition assigned to such term in the GPA) to utilize landfill gas for the production of renewable natural gas.

C. In furtherance of the GPA, Grantor hereby intends to grant a non-exclusive temporary easement in favor of Grantee over that certain portion of the Landfill more particularly described on Schedule 1 and as depicted on Schedule 2, each attached hereto and made a part hereof (the "Easement Area").

Agreement

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, for use by Grantee, its agents, contractors, successors and assigns, a non-exclusive temporary easement (the "Easement") upon, over, under and across the Easement Area as necessary for the purpose of installing, constructing, operating, inspecting, maintaining, repairing, adding to or altering, replacing, and removing, in connection with the construction, use and operation (including maintenance, repair and replacement) of the RNG Plant, and all other purposes reasonably incidental thereto, the following:

(a) utilities, namely an electricity pole and transformer, and other related equipment and facilities, to provide reasonable and adequate electrical connections to the Easement Area Facilities.

(b) ingress to and egress from the Easement Area to a public road sufficient to provide reasonable and adequate access to the Easement from such public road for all personnel (whether of Grantee or any of Grantee's agents or contractors), machinery and equipment.

(c) propane gas storage facilities, gas supply lines and related equipment and facilities for the transport of propane gas necessary or incidental to the generation or treatment of landfill gas, oil, gas and liquid hydrocarbons by the RNG Plant, including, but not limited to, the propane gas storage and transmission facilities depicted within the Easement Area on Schedule 3 (the "Easement Area Facilities").

2. In furtherance of the Easement, Grantor agrees not to construct any improvements to the Landfill within 50 feet of the Easement Area that would restrict or interfere with Grantee's rights hereunder.

3. The Easement and the rights and obligations created by this Agreement are subject to and hereby incorporate the terms and conditions that are applicable to the Easement and the Easement Area, including without limitation, the indemnification and insurance provisions of the Site Lease Agreement, made April 14, 2022, between the parties hereto.

4. Grantee shall not use the Easement Area for any unlawful purpose, shall not use the Easement Area in any way which will interfere with or disrupt the Landlord's operation of the Landfill, constitute a nuisance, shall not damage or waste the Easement Area in any way, and shall not obligate the Grantor in any way.

5. The Easement, rights and privileges granted herein are non-exclusive and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper and to use the Easement Area in any way not inconsistent with Grantee's rights hereunder; provided, however, that no rights or easements shall be conveyed, and no use shall be made, that would interfere with or otherwise adversely affect Grantee's construction, use and operation (including maintenance, repair and replacement) of the RNG Plant. Grantee shall not construct or install any improvements in the Easement Area, except in accordance with this Agreement and the GPA.

6. Grantee shall not assign, encumber, pledge or grant any interest in or right to use the Easement or the Easement Area, except in conjunction with an assignment, encumbrance, pledge or grant of an interest or right that is specifically permitted by this Agreement or the GPA, without the prior written consent of the Grantor, such consent to not be unreasonably withheld or delayed. Grantee may allow its employees, agents, invitees, guests and contractors to use the Easement Area consistent herewith.

7. This Temporary Easement Agreement shall be coterminous with the term of the GPA in all respects, and shall automatically terminate upon the expiration or termination of the GPA or upon the mutual agreement of the Grantor and Grantee or their successors or permitted assigns or as otherwise provided for in the GPA. Except in the event that GPA is also terminated, Grantor shall not have the right to terminate this Agreement in the event of a breach of the terms or conditions of this Agreement by Grantee, its successors or permitted assigns, or by Grantee's employees, agents, invitees, guests or contractors, but Grantor shall have all other remedies available at law or in equity in the event of such a breach of this Agreement or as provided for in the GPA. Grantee agrees that upon the termination of this Agreement Grantee shall execute in recordable form a notice of termination of this Agreement. Grantee acknowledges that a breach of the terms or conditions of this Easement shall be deemed to be a default under the terms of the GPA, subject to the notice, cure, remedy and other applicable provisions set forth in the GPA.

8. Nothing in this Agreement or the GPA shall authorize Grantee to do any act that will in any way encumber (except to the extent the GPA creates such an encumbrance) the title of Grantor in and to the Easement Area, nor shall the interest or estate of Grantor in the Easement Area be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Grantee, and any claim to or lien upon the Easement Area arising from any act or omission of Grantee shall accrue only against the Grantee and shall in all respects be subject and subordinate to the paramount title and rights of Grantor in and to the Easement Area and the buildings and improvements thereon. Grantee will not permit the Easement Area to become subject to any mechanic's, laborer's or material man's lien on account of labor or material furnished to Grantee in connection with work of any character performed or claimed to have been performed by or at the direction or sufferance of Grantee; provided, however, that Grantee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien. If any lien is claimed, filed, or recorded with respect to the Easement Area in violation of this provision, Grantee shall have ten (10) days after knowledge thereof to remove any such lien, or bond over the lien to Grantor's reasonable satisfaction, or Grantee shall be in breach of the GPA and this Agreement. Upon request, Grantee shall provide Grantor with copies of lien waivers evidencing payment for all labor and materials furnished with respect to the Easement Area.

9. This Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflict of laws principles.

10. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

11. This Agreement may be recorded by Grantee at Grantee's sole cost and expense. Grantor shall reasonably cooperate with Grantee, at Grantee's option and at Grantee's sole cost and expense, to record an amendment to this Agreement attaching a metes and bounds description or updated survey of the Easement Area.

12. Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising herein to any Affiliated Entity as defined in the GPA. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded in the land records of the Register of Deeds of Catawba County, North Carolina.

13. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the Easement Area.

14. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Easement Agreement by the officers whose names appear below, on the date and year above written.

GRANTEE:

TERREVA CATAWBA RNG, LLC

By: _____
Jason Byars, Chief Executive Officer

WITNESSES:

Print: _____

Print: _____

STATE OF GEORGIA

COUNTY OF FULTON

Sworn to and subscribed before me by Jason Byars, Chief Executive Officer of Terreva Catawba RNG, LLC, a Delaware limited liability company, who ☐ physically appeared in person or ☐ who appeared before me by using audio-visual technology, and who is ☐ personally known to _____ me or _____ who _____ produced _____ as identification.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

[SEAL]

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signature Page to Easement Agreement (Grantee)

GRANTOR:

CATAWBA COUNTY, NORTH
CAROLINA

By: _____
Name: _____
Title: County Manager, Catawba County

ATTESTED BY:

Name: _____
Title: County Clerk

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, _____, a Notary Public, do hereby certify that
_____ personally appeared before me this day and acknowledged that he/she is
County Clerk and that, by authority duly given and as the act of the Catawba County Board of
Commissioners, the foregoing instrument was signed in its name by its County Manager, sealed
with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the _____ day of _____, 2025.

{Seal}

Notary Public
Printed Name: _____
My Commission Expires: _____

Signature Page to Easement Agreement (Grantor)

**Schedule 1
Easement Area Description**

DESCRIPTION OF UTILITY EASEMENT:

Proposed utility lease area across a parcel of land (PIN 361803441000, DB 2053/PG 634) located in Catawba County, North Carolina in the Jacobs Fork Township, and being more particularly described as follows:

Commence at the NGS concrete monument "Honey" PID FA4810 (N:683902.50 E:1317047.17); thence South 79°44'23" West, 2786.35 feet to a capped rebar found marked "Tunnel" (N:683405.20 E:1314306.16); thence North 61°21'34" West, 656.99 feet to a five-eighths inch capped rebar set on the northeastern right-of-way line of Rocky Ford Road (SR 2019), and said point being the point of beginning of the lease area herein described; thence from said **POINT OF BEGINNING** South 36°24'09" West, 19.66 feet to a point on the northeastern edge of pavement of Rocky Ford Road; thence with said edge of pavement the following three courses and distances: (1) North 50°12'45" West, 7.30 feet to a point; (2) North 46°37'41" West, 17.95 feet to a point; and (3) North 50°53'41" West, 36.20 feet to a point; thence leaving said edge of pavement, North 41°32'55" East, 9.73 feet to a five-eighths inch capped rebar set; thence North 31°19'03" West, 20.33 feet to a five-eighths inch capped rebar set; thence North 18°19'50" West, 5.24 feet to a five-eighths inch capped rebar set on the northeastern right-of-way line of Rocky Ford Road; thence North 18°19'50" West, 3.97 feet to a five-eighths inch capped rebar set; thence North 45°45'37" West, 67.05 feet to a five-eighths inch capped rebar set; thence South 85°55'31" West, 4.74 feet to a five-eighths inch capped rebar set on the northeastern right-of-way line of Rocky Ford Road; thence South 85°55'31" West, 14.78 feet; thence South 30°09'52" West, 7.44 feet to a five-eighths inch capped rebar set; thence South 30°09'52" West, 1.25 feet to a point on the northeastern edge of pavement of Rocky Ford Road; thence with said edge of pavement, North 45°16'01" West, 65.52 feet to a point; thence leaving said edge of pavement, North 88°02'31" East, 1.35 feet to a five-eighths inch capped rebar set; thence North 88°02'31" East, 25.48 feet to a five-eighths inch capped rebar set on the northeastern right-of-way line of Rocky Ford Road; thence North 88°02'31" East, 65.58 feet to a five-eighths inch capped rebar set; thence North 81°04'07" East, 6.86 feet to a five-eighths inch capped rebar set; thence North 40°41'27" East, 28.59 feet to a five-eighths inch capped rebar set; thence South 46°25'41" East, 104.41 feet to a five-eighths inch capped rebar set; thence South 47°15'01" West, 40.29 feet to a five-eighths inch capped rebar set; thence South 06°31'42" East, 50.22 feet to a five-eighths inch capped rebar set; thence South 57°42'19" East, 22.30 feet to a five-eighths inch capped rebar set; thence South 36°24'09" West, 7.66 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 of Holmes Geospatial, recorded in Plat Book 00090, Page 0166, Catawba County Public Registry, containing 0.292 acres more or less.

The **BASIS OF BEARINGS** for this description is North Carolina state plane grid North.

Schedule 2
Easement Area Survey
[See attached]

**Schedule 3
Easement Area Facilities**

[See attached]

0000 0189

NOTES

- [illegible]

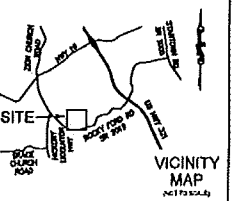
LEILA

The project will focus on creating a series of maps of the North Carolina state parks and historic sites. The maps will be created using a combination of historical and modern data. The project will be completed by the end of the year.

LSE TABLE			LSE TABLE		
LSE	BEARING	OFF-DANCE (°)	LSE	BEARING	OFF-DANCE (°)
1	000°00'00"	10.10	13	020°00'00"	1.05
12	000°00'00"	2.30	3/4	030°00'00"	63.50
13	000°00'00"	10.10	14	030°00'00"	1.00
14	000°00'00"	20.20	15	040°00'00"	75.40
15	000°00'00"	0.70	17	040°00'00"	13.50
16	000°00'00"	22.20	18	050°00'00"	0.50
17	000°00'00"	0.10	19	060°00'00"	30.50
18	000°00'00"	0.10	20	060°00'00"	100.40
19	000°00'00"	17.20	21	070°00'00"	00.20
20	000°00'00"	4.70	22	080°00'00"	03.70
21	000°00'00"	16.70	23	080°00'00"	01.20
22	000°00'00"	5.10	24	090°00'00"	7.00

LEGEND

- 8 PAV 1 REIN FLOOR
 MGS C&A WITHIN GEODETIC SURVEY CONCRETE MONUMENT
 1 C&A MONUMENT MONUMENT
 9 UP 1 UTILITY POLE
 10 ROAD TRAIL HET
 11 1 WALKER
 12 1/2 WATER METER
 CUP 1 C&A MONUMENT M.P.PE
 FOUND 1 RAILROAD POLE
 13 1 C&A MONUMENT
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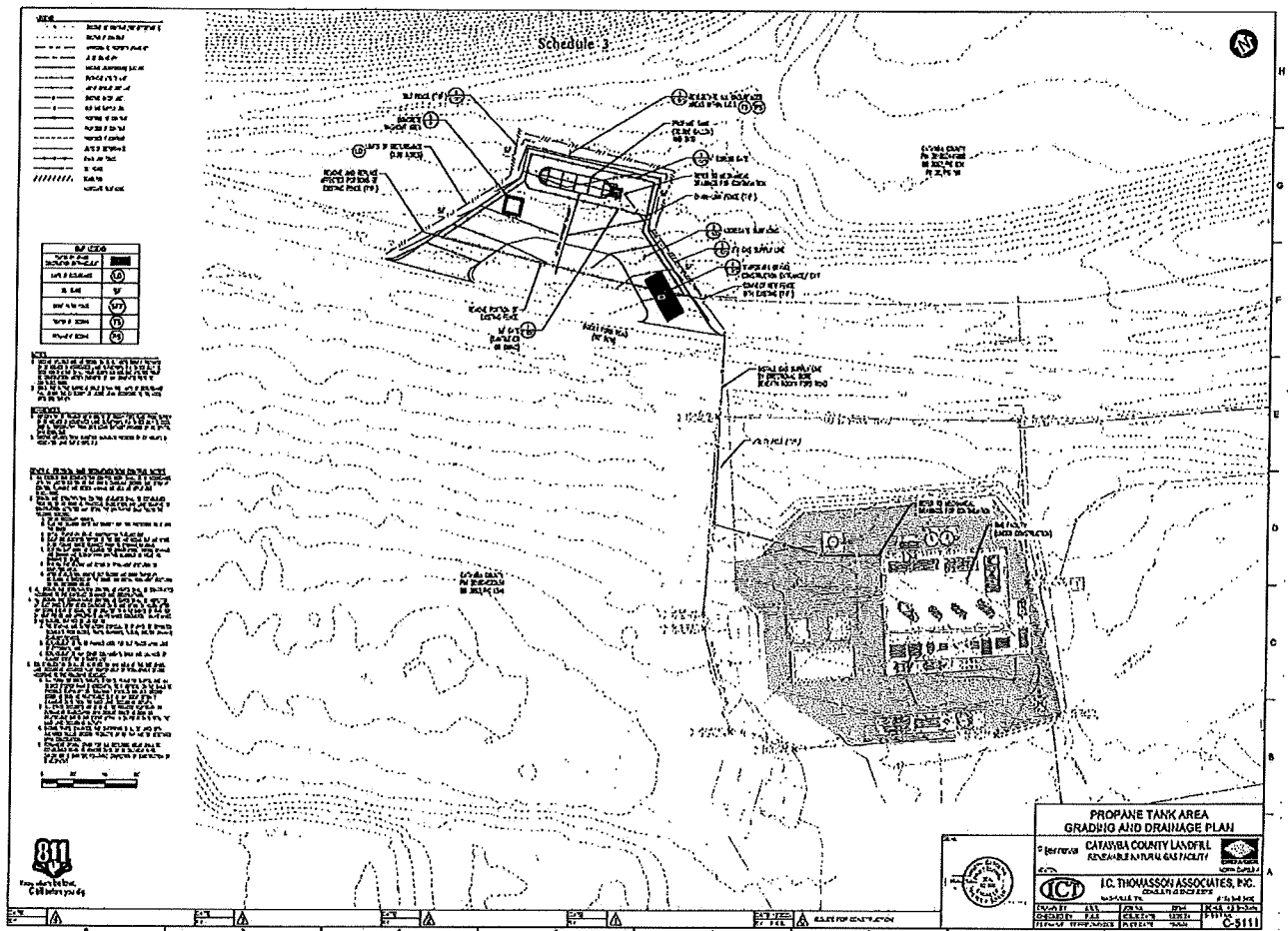
PROPOSED LEASE AREA
SURVEY FOR
TERREVA CATAWBA
RNG, LLC

3034 ROCKY FORD RD
MONTICELLO, NC 28655
REFERENCES
DANIEL CATAVIA COUNTY
PM 351533411003
Dead Rock, 2055 Page, 834
Pul Rock, 20 Page, 151, Leds 5-8
JACOBS FORK TOWNSHIP, CATAVIA COUNTY, NC

Field VAs Completed 4-13-2025
Office VAs Completed 4-25-2025
Drawn By L. S. WARD Checked By C. JORDAN
JC# 22318
CHRISTOPHER F. JORDAN, PLS
CJORDAN@HOUWESGEO.CO.V

HOLMES
GEOSPATIAL
203 Pfeiffer Road, Suite 200, Ashville, NC 28804
Phone (828) 234-6171 Company Location 6-2503
www.holmesgeospatial.com

C25-C19



d. Staff recommended the Board of Commissioners approve 58 releases totaling \$118,922.35, four refunds totaling \$593.12, and 83 Motor Vehicles Bill adjustments / refunds totaling \$8,872.37 requested during the month of October.

North Carolina General Statute 105-381(b) states upon receipt of a taxpayer's written request for release or refund, the taxing unit's governing body has 90 days to determine whether the taxpayer's request is valid to either approve the release or refund of the incorrect portion or to notify the taxpayer in writing that no release or refund will be made.

During the month of October Tax Office staff have checked records and verified the legitimacy of 58 releases totaling \$118,922.35, four refunds totaling \$593.12 and 83 Motor Vehicle Bill adjustments / refunds totaling \$8,872.37.

Common reasons for the release of tax bill amounts include change in values and months, change in situs, businesses closing / being sold, clerical errors, and late tax relief applications approved by the Board of Equalization & Review. The motor vehicle bill adjustments are largely due to pro-ratio of tax bill amounts to account for mid-year transfers of ownership, change in values and change in situs.

The consent agenda items came in the form of a motion by Chair Isenhower, which carried unanimously.

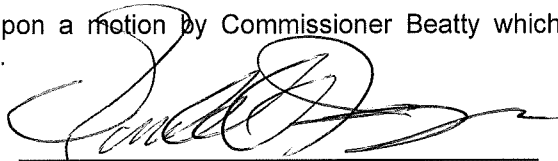
10. Other Items of Business. None.

11. Manager's Report. None.

12. Attorney's Report.

County Attorney Jodi Stewart requested the Board consider moving into Closed Session pursuant to North Carolina General Statutes 143-318.11(a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged and (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Attorney Stewart did not anticipate any action upon return to open session. Commissioner Beatty made a motion to enter closed session for that purpose. The motion carried unanimously.

13. Adjournment. No further action was taken. Upon a motion by Commissioner Beatty which unanimously carried, the meeting was adjourned at 9:01 p.m.



Randy Isenhower, Chair
Catawba County Board of Commissioners



Dale R. Stiles
County Clerk