

## MINUTES

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
TUESDAY, SEPTEMBER 8, 2015**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Tommy Thompson, Vice-Chairman Charlie Messer, Commissioner Grady Hawkins, Commissioner Mike Edney, Commissioner William Lapsley, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Finance Director Carey McLelland, Library Director Trina Rushing, Senior Planner Autumn Radcliff, Assessor/Tax Collector Stan Duncan, Capital Projects Manager David Berry, Captain Steve Carter, Sheriff Charles McDonald, Fire Marshal Rocky Hyder, Chief Deputy Jerry Rice, Veteran's Service Director Mike Murdock, Engineer Marcus Jones, Deputy Kandice Carland, Deputy Brent Cantrell, Deputy Jacob Tipton, Corporal Jeff Banks, and Lieutenant Bengy Bryant as security, Assistant Engineer Natalie Berry & PIO Kathy Finotti – videotaping.

### CALL TO ORDER/WELCOME

Chairman Thompson called the meeting to order and welcomed all in attendance.

### INVOCATION

County Manager Steve Wyatt provided the invocation.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by World War II Veterans Homer Levi, Pooch Pace, Ralph Hall, Cliff Bales, and Dudley Brown.

### PROCLAMATION – In Commemoration of the 70<sup>th</sup> Anniversary of V-J Day / Victory over Japan Day

Chairman Thompson stated this item is in commemoration of the 70<sup>th</sup> Anniversary of V-J Day / Victory over Japan Day. World War II began in Europe on September 1, 1939, with the invasion of Poland. Great Britain and France entered the war on September 3, 1939. World War II became a global war, involving millions of people from over 30 countries worldwide and on August 14, 1945 President Harry Truman announced news of Japan's surrender during a press conference at the White House. On September 2, 1945 President Harry Truman declared September 2, as the official "V-J Day" and the Commissioners do hereby adopt this Proclamation in commemoration of the 70<sup>th</sup> Anniversary of V-J Day.

*Chairman Thompson made the motion to adopt the Proclamation in Commemoration of the 70<sup>th</sup> Anniversary of V-J Day / Victory over Japan Day. All voted in favor and the motion carried.*

### RESOLUTION regarding the proposed Duke Energy Foothills 230 KV Transmission Line Project

Chairman Thompson stated the Board has received many calls and letters regarding the Duke energy proposed transmission lines. Numerous meetings have been held. The Utilities Commission was contacted by the County Manager and their staff held a meeting at Blue Ridge Community College last week.

The Board of Commissioners has come to a resolution regarding the new lines. The resolution did not come easy and is very similar to one the City will be presenting on Thursday. Chairman Thompson read the resolution aloud and a copy is hereto attached and incorporated as a part of these minutes. With the addition of this resolution, the item will be removed from discussion.

DATE APPROVED: September 16, 2015

*Commissioner Hawkins made the motion that the Board adopt the Resolution as presented. All voted in favor and the motion carried.*

**INFORMAL PUBLIC COMMENTS**

1. Sandy Weeks – Thanked the Board for the resolution regarding the Duke Energy proposed transmission lines.
2. Kaye Caldwell – was present representing the Accommodations Association. She thanked the Board for the resolution regarding the Duke Energy proposed transmission lines.
3. Wade Stephens – feels the gun range is a tactical trading center, and doesn't think this type of training is necessary.
4. Calvin Levi – lives ½ mile from proposed range. He is a lifelong resident and values the pristine location. He feels the property will be greatly impacted. Mr. Levi requested that the Board preserve their sanctuary.
5. Paul Batson – resides in Greenville but owns property in Henderson County. He feels their property will be the most affected by a shooting range. The access to his property in through the middle of the proposed range. The zoning is for residential and not for gun ranges.
6. Billie Lively – feels her property will be most affected by the gun range. She has a dream home with a beautiful view. Ms. Lively realizes there is a need to training but the noise is not needed and a range may lead to water contamination.
7. Rand Bishop – is concerned with the library removing large amounts of their holdings. The discard project is removing many important books. He asked the Board to have the Library reconsider their actions.
8. Phillip Beddingfield – feels the shooting range is not the right way to go and a waste of money.
9. Walter M. Oates, Jr. – is concerned about water contamination with a shooting range and requests the Board reconsider the training facility.
10. A. L. "Sandy" Schenck – is part of the NC Youth Association of Summer Camps. Many children come into camp each year, and the programs begin with listening to nature. A shooting range would decimate the quality of camps. The unique area of Green River will be destroyed.
11. Ben Beddingfield – has been a resident for 67 years and is getting ready to retire. He doesn't want to retire to the sound of guns being fired.
12. June Beddingfield – has been a resident for 57 years. She feels camps are a way of life in Green River. Many residents who live in Green River inherited their land. Mrs. Beddingfield lives 1000 feet from the boundaries. Sound carries for miles and a shooting range will be disruptive to their quality of life.
13. Joyce Beddingfield – she will inherit property from her parents in Green River. They do not want guns in the area as it brings bad memories to the veterans. She is willing to look for a location for the range.
14. Lisa Ward – lives on Anderson Road. Receiving the information of a gun range is the worst information she has received in her life, worse than death. The gun range would be a life changing event.
15. Edward Ward – has lived in the Green River area for 54 years. The shooting range will hurt property values. At this time you can hear a bird sing. Please listen to the residents and preserve Green River.
16. J. Yorke Pharr – has been a resident of Henderson County since the 70s. He feels the shooting range does not fit in this area and the land needs to be preserved.
17. C. Yates Pharr – bought Falling Creek Camp in 2005 after attending camp here as a child. There are many dangers involved with a shooting range, (i.e. water contamination, traffic, noise, etc.) and he is opposed.
18. Edward McCall – his family has been in this area since 1700s. The land is special and he is opposed to a shooting range.
19. Theron Maybin Sr. – feels the decision made today will affect people 100 years from today. Once the land is contaminated it stays contaminated. He is opposed to a shooting range.
20. Mildred Russell – has been a Bobs Creek resident her entire life. She begged the Board to turn down the shooting range in Green River.
21. B. Wayne Beddingfield – is highly opposed to the shooting range and feels it is unfair to the residents and Henderson County.

22. Pam Danz – feels Duke should use a different route for the transmission lines. The noise of a gun range should be abated.
23. Jim Miller – owns Camp Greystone. Green River needs protection and the sanctuary should be saved for our children. He feels if the shooting range is put in, families and businesses will leave.
24. Loy Lauden – spoke on behalf of Beverly Rice. Mr. Rice loves this land and wants it to be held in conservancy. The shooting range was a bad idea from the beginning.
25. Thomas Hill – is a resident of Mt. Olivet Road. He feels the Sheriff is trying to do a good job but needs to use the Justice Center or the gun ranges in Transylvania County. He is opposed to the shooting range.
26. Eva Ritchey – feels this is a want rather than a need because no terrorist or bombers are coming to Henderson County.
27. Ken Fitch – feels the library is a treasure to the County. A large portion of books have been removed from shelves along with history.
28. Steve Gibson – has been a resident since 1974. The shooting range is a bad idea and should be opposed.
29. John Nelson – feels Green River is a great place for camps but not for a firing range.
30. Greta Dietrich – her family is working to create a sanctuary. Green River is one of the most peaceful areas. She is opposed to the shooting range.
31. Brett Beddingfield – has resided in Henderson County for 44 years. He realizes progress is necessary but a shooting range should not be in Green River.
32. Ricky Pack – is opposed to a shooting range in Green River.
33. Carroll Beddingfield – has a tree business and a shooting range will kill his business. He is opposed to the shooting range.
34. William Day – is new to the area but would like to leave the land to his children. He is opposed to the shooting range and requested the Board to look at other options.
35. Erin Dellinger – cherishes where she lives. She is a student and needs the peaceful and quiet environment. A shooting range would destroy her community and her life.
36. Wendy Hassell – feels Green River is a pristine area. She is against the firing range.
37. Kathryn Cregier – is a resident of Green River and opposed to the firing range.
38. Rita W. Bergstrom – has a petition with 258 signatures opposing the shooting range. Her home and the nature surrounding it are her dream. It is a special place and hard to find.
39. Beverly Green – feels Green River is the best community. She is opposed to the shooting range.

#### **DISCUSSION/ADJUSTMENT OF CONSENT AGENDA**

*Commissioner Messer made the motion to adopt the Consent Agenda with the addition of a letter of support – smart start cycling. All voted in favor and the motion carried.*

CONSENT AGENDA consisted of the following:

#### **Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):  
August 3, 2015 - regularly scheduled meeting

#### **Tax Collector's Report**

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated September 3, 2015 for information only. No action was required.

#### **Pending Releases & Refunds**

The pending releases and refunds were reviewed by the County Assessor and as a result of that review, it was the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

These pending release and refund requests were submitted for the approval by the Henderson County Board

of Commissioners.

Type	Amount:
Total Taxes Released from the Charge	\$ 122,313.29
Total Refunds as a Result of the Above Releases	\$ 2,397.30

*Motion:*

*I move the Board approves the Combined Release/Refund Report as presented.*

### **Financial Report/Cash Balance Report – July 2015**

The July 2015 County Financial Report and Cash Balance Report were provided for the Board's review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of July:

Since there were three (3) payrolls in the month of July instead of the normal two (2), actual to budget percentages for most departments including the Revaluation Reserve Fund were a little higher than average. The following are explanations for departments/programs with higher budget to actual percentages for the month of July:

- Dues/Non-profits – 1<sup>st</sup> quarter approved non-profit contribution payments
- EMS – purchase order encumbered for the purchase of three new ambulance units approved in the budget
- Rescue Squad – 1<sup>st</sup> quarter approved non-profit contribution payment
- Mental Health – 1<sup>st</sup> quarter maintenance of effort (MOE) payment made to the Smoky Mountain Center

The YTD deficit in the Fire Districts Fund is temporary and due to one fire department needing additional funds for operational and/or capital expenditures in July.

The YTD deficit in the CDBG – Dodd Meadows Project Fund is temporary and due to a timing delay between the expenditure of grant funds on the project and the subsequent reimbursement of expended funds from the Division of Community Assistance.

The YTD deficit in the Immigration and Customs Enforcement (ICE) Fund is from the transfer of the remaining funds available to the County's General Fund due to completion of participation in this federal program by the Sheriff's Department. Final ICE Program funding ceased as of December 31, 2014.

The YTD deficit in the 911 Emergency Communications Relocation Project and the Westfeldt Park Project is due to the payment of project expenditures and the subsequent reimbursement of grant funds from the NC 911 Board and the NCDENR – Recreational Trails Grant Program respectively.

The YTD deficit in the Health Sciences Center Project budget is due to the payment of architectural fees and construction costs on the project that will be reimbursed from the proceeds of a financing to be closed on in August 2015.

*Motion:*

*I move that the Board of Commissioners approves the July 2015 County Financial Report and Cash Balance Report as presented.*

**Henderson County Public Schools Financial Report – July 2015**

The Henderson County Public Schools July 2015 Local Current Expense Fund / Other Restricted Funds Financial Report was provided for the Board’s information.

**Motion:**

*I move that the Board of Commissioners approves the Henderson County Public Schools July 2015 Financial Report as presented.*

**Non-Profit Performance Agreements**

Subsequent to the approval of the FY 2015-2016 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations.

**Funding Agreements**

1. Henderson County Community Development Council	\$	900
2. Henderson County Education History Initiative	\$	1,800
3. Mountain True/VWIN	\$	7,493

**Motion:**

*I move the Board authorizes the Chairman to execute the funding agreements and, in doing so, authorizes the release of the first of the aforementioned agencies’ quarterly allotments.*

**Smoky Mountain Center – Quarterly Fiscal Monitoring Report for the quarter ended June 30, 2015**

N.C.G.S. 122C-117(c) requires the staff of the local area mental health authority to provide the County Finance Officer with the quarterly Fiscal Monitoring Report (FMR) within 30 days of the end of the quarter. The County Finance Officer is then required to provide the FMR to the Board of Commissioners at the next regularly scheduled meeting of the board. The FMR for the Smoky Mountain Center was received by the County Finance Officer on July 31, 2015.

**Motion:**

*I move that the Board of Commissioners approves the Smoky Mountain Center Fiscal Monitoring Report for the quarter ended June 30, 2015.*

**2016 Holiday Schedule**

The Proposed 2016 Holiday Schedule for Henderson County Local Government agencies was presented as follows:

<b>HOLIDAY</b>	<b>DATE(S)</b>	<b>WEEKDAY(S)</b>
New Year’s Day	January 1, 2016	Friday
ML King, Jr.’s Birthday	January 18, 2016	Monday
Good Friday	March 25, 2016	Friday
Memorial Day	May 30, 2016	Monday
Independence Day	July 4, 2016	Monday
Labor Day	September 5, 2016	Monday
Veteran’s Day	November 11, 2016	Friday
Thanksgiving	November 24 & 25, 2016	Thursday & Friday
Christmas	December 23 & 26, 2016	Friday & Monday

**MOTION:**

*I move that the Board approve the 2016 Holiday Schedule as presented.*

**2016 Solid Waste Schedule**

The proposed 2016 Solid Waste Schedule is presented for Board approval:

<b>HOLIDAY</b>	<b>DATE(S)</b>	<b>WEEKDAY(S)</b>
New Year's Day	January 1, 2016	Friday
ML King's Birthday	January 18, 2016	Monday
Good Friday	March 25, 2016	Friday
Memorial Day	May 30, 2016	Monday
Independence Day	July 4, 2016	Monday
Labor Day	September 5, 2016	Monday
Veteran's Day	November 11, 2016	Friday
Thanksgiving Day	November 24, 2016	Thursday
Christmas	December 24 & 26, 2016	Saturday & Monday

Motion:

*I move the Board approves the 2016 Solid Waste Schedule as proposed by staff.*

**2016 Animal Services (Shelter) Schedule**

The proposed 2016 Animal Services (Shelter) Schedule is presented for Board approval:

<b>HOLIDAY</b>	<b>DATE(S)</b>	<b>WEEKDAY(S)</b>
New Year's Day	January 1 & 2	Friday & Saturday
ML King Jr's Birthday	January 18	Monday
Good Friday	March 25 & 26	Friday & Saturday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veteran's Day	November 11 & 12	Friday & Saturday
Thanksgiving	November 24, 25 & 26	Thursday, Friday & Saturday
Christmas	December 24 & 26	Saturday & Monday

Note: The shelter is open six days a week. The above schedule is for shelter hours of operation; Animal Services staff will receive the same number of approved paid Holidays as other County employees.

Motion:

*I move the Board approves the 2016 Animal Services (Shelter) Schedule as proposed by staff.*

**2016 Library Schedule**

The proposed 2016 Library Schedule is presented for Board approval:

<b>Holiday</b>	<b>Date(s)</b>	
New Year's Eve	Thursday, December 31, 2015	All Branches close @ 5:00 PM
New Year's Day	Friday, January 1, 2016	Closed
ML King, Jr.'s Birthday	Monday, January 18, 2016	Closed
Good Friday	Thursday, March 24, 2016	All Branches close @ 5:00 PM
	Friday, March 25, 2016	Closed
Memorial Day	Monday, May 30, 2016	Closed
Independence Day	Monday, July 4, 2016	Closed
Labor Day	Monday, September 5, 2016	Closed

Columbus Day	Monday, October 10, 2016	Closed - Staff Work Day
Veteran's Day	Friday, November 11, 2016	Closed
Thanksgiving	Wednesday, November 23, 2016	All Branches close @ 5:00 PM
	Thursday, November 24, 2016	Closed
	Friday, November 25, 2016	Closed
Christmas	Thursday, December 22, 2016	All Branches close @ 5:00 PM
	Friday, December 23, 2016	Closed
	Saturday, December 24, 2016	Closed
	Monday, December 26, 2016	Closed

Motion:

*I move the Board approve the 2016 Library Schedule as proposed by staff.*

**2016 Proposed Schedule of Regular Meeting Dates**

The proposed 2016 Schedule of Regular Meeting Dates for Henderson county Board of Commissioners is shown as presented:

Monday, January 4, 2016	5:30 p.m.
(Budget Retreat) Wednesday, January 20, 2016	9:00 a.m.
Monday, February 1, 2016	5:30 p.m.
Wednesday, February 17, 2016	9:00 a.m.
Monday, March 7, 2016	5:30 p.m.
Wednesday, March 16, 2016	9:00 a.m.
Monday, April 4, 2016	5:30 p.m.
Wednesday, April 20, 2016	9:00 a.m.
Monday, May 2, 2016	5:30 p.m.
Wednesday, May 18, 2016	9:00 a.m.
Monday, June 6, 2016	5:30 p.m.
Wednesday, June 15, 2016	9:00 a.m.
<b>NO FIRST MONDAY MEETING IN JULY</b>	
Wednesday, July 20, 2016	9:00 a.m.
Monday, August 1, 2016	5:30 p.m.
Wednesday, August 17, 2016	9:00 a.m.
Tuesday, September 6, 2016	5:30 p.m.
Wednesday, September 21, 2016	9:00 a.m.
Monday, October 3, 2016	5:30 p.m.
Wednesday, October 19, 2016	9:00 a.m.
Monday, November 7, 2016	5:30 p.m.
Wednesday, November 16, 2016	9:00 a.m.

Monday, December 5, 2016 5:30 p.m.  
NO THIRD WEDNESDAY MEETING IN DECEMBER

Motion:

*I move that the Board approves the 2016 Proposed Schedule of Regular Meeting Dates as presented.*

**Offer to purchase tax-foreclosed property**

Maira Alas offered to purchase a parcel of real estate which was subjected to a tax foreclosure by the County.

The property is located on Quiet Pine Lane, and described as lots 6 and 7 of the Corn Mountain Estate subdivision., with parcel identification number 9929233 (PIN 9589190630), with a tax value of \$11,900.00. The offered price is the sum of Three Thousand Dollars (\$3,000.00).

This property was originally foreclosed by the County in 1988. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it would be subject to advertisement in the least expensive newspaper qualifying for legal publication, and further subject to ten-day period for upset bids. Although not required, as a courtesy it is the custom of the County to also give regular mail notice to adjoining property owners at addresses shown on GIS.

If an upset bid is received, a new advertisement is placed, and the process continues until the bidding ends. Once done, or if no upset bids are received, the matter comes back before this board for a final decision on the sale.

Motion:

*I move the Board provisionally accept the offer of Maira Alas to purchase the parcel described in this agenda item, subject to the procedures required by this Board for tax foreclosure sales and subject to the conditions stated in this agenda item.*

**2015 Constitution Week Resolution**

September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. Henderson County asks our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Motion:

*I move that the Board adopts the Resolution designating September 17, 2015 to September 23, 2015 as Constitution Week in Henderson County as presented.*

**Resolution in Support – Historic Markers Program**

The Henderson County Board of Commissioners is requested to adopt the attached Resolution in Support of the Historic Markers Project proposed by the Henderson County Heritage Museum. The Resolution has already received the support of the Town of Laurel Park, and was presented to all members of the LCCCA at their most recent meeting.

Motion:

*I move that the Board adopts the Resolution in support of the Historic Markers Program as presented.*

**Resolution Declaring Personal Property as Surplus and Authorizing the Disposition of Personal Property by Private Sale**

As a result of the expiration of the contract between the Henderson County Sheriff's Department and the



Hendersonville Housing Authority, the Sheriff's Department is requesting to transfer title of two (2) 2010 Dodge Chargers and associated equipment (light bar and radio) to the Housing Authority that were paid for as part of the Sheriff's prior year contract to provide dedicated security and law enforcement to the Hendersonville Housing Authority.

Provided for the Board's consideration and approval is a resolution declaring the vehicles and associated equipment as surplus and authorizing the private sale to another governmental unit as allowed under N.C.G.S. 160A-274.

**List of surplus vehicles:**

<u>DEPARTMENT</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HC#</u>	<u>VIN#</u>	<u>Asset#</u>
Sheriff	2010	Dodge	Charger	SH-219	2B3AA4CT4AH1617	14258
Sheriff	2010	Dodge	Charger	SH-236	2B3AA4CT2AH1617	14257

**Motion:**

*I move that the Board approves the resolution as presented declaring the list of vehicles and associated equipment presented as surplus and authorizes the private sale to another governmental unit as allowed under N.C.G.S. 160A-274.*

**Public Service Gas Company – Natural Gas Line Easement on School Property**

Public Service Gas Company (PSNC) has requested that the two early natural gas line easements that exist on the property at Apple Valley Middle and North Henderson High Schools be replaced and combined with a new easement (attached). The older easements are "blanket" easements that give PSNC the right to place gas pipelines almost anywhere on the property. PSNC has surveyed the pipeline and created a plat narrowing the easement area to fifty feet (50) that goes across the corner of the property. PSNC would like to define the actual easement area and show it represented by a metes and bounds description. This is only a definition of the easement and no money is involved with executing the new easement.

**Motion:**

*I move that the Board of Commissioners approves the new easement and authorize the County Manager to execute it as presented.*

**Closing of unopened right-of-way of Rogers Avenue**

On behalf of Neal Erwin Jackson, attorney Sherri L. Brewer seeks to close the remainder of the unopened private thirty (30) foot wide right of way shown as "Rogers Avenue". A copy of the letter (with attachments) seeking closure is attached. Also attached is a map prepared from GIS by your Property Addressing Coordinator, Curtis Griffin, showing the right-of-way proposed to be closed.

Under N.C. Gen. Stat. §153A-241, you have the power to close any public road or easement not within a city and not under the control of the Department of Transportation. To do so, the Board must:

- Vote to adopt a resolution declaring its intent to close the public road or easement.
- Call and notice a public hearing on closing the road or easement, with notice "reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement".
- Hold the public hearing, where the Board must "hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights".
- Then, if the Board "is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in

which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement”.

- File a copy of the Board’s order with the Register of Deeds.

Motion:

*I move that the Board adopts the proposed resolution.*

#### **Letter of Support – Smart Start Cycling – Add on**

The County has received a request from Brian Hill with Smart Start Cycling regarding a letter of support for a cycling event scheduled for October 4<sup>th</sup>. The new NCDOT rules have requested that they obtain written approval from all Counties affected. They have been in contact with Corporal Cox from the Henderson County Sheriff’s Department and will have proper police presence, volunteers on the course at all intersections as well as EMS in place. A draft letter of support was provided and the Board is requested to adopt the letter as presented.

Motion:

*I move the Board adopts the Letter of Support as presented.*

#### **DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA**

Commissioner Messer requested that Flintlock Property as a shooting range be placed under discussion as the first item, replacing the Duke Energy Transmission Line, and the addition of an Important Date to set a public hearing.

*Commissioner Messer made the motion to approve discussion items with the addition of Flintlock Property as a proposed Shooting Range replacing the Duke energy Transmission Line, and the addition of setting a public hearing. All voted in favor and the motion carried.*

#### **Nominations**

Chairman Thompson noted the vacancies and opened the floor for nominations.

#### **Notification of Vacancies**

1. Nursing/Adult Care Home Community Advisory Committee – 3 vac.
2. Walk of Fame Steering Committee – 2 vac.

#### **Nominations**

1. **Cemetery Advisory Committee – 7 vac.**

Commissioner Messer nominated for position #1 Carroll Warren Scott, position #2 Jennie Jones Giles, position #3 James Clyde Jackson, position #4 Karen Carswell, position #5 John Boyd, and position #7 Volney Leon Pace. Commissioner Messer nominated Judy Hoyer for position #6.

*Chairman Thompson made the motion to accept the reappointments of Carroll Warren Scott to position #1, Jennie Jones Giles to position #2, James Clyde Jackson to position #3, Karen Carswell to position #4, John Boyd to position #5, Volney Leon Pace to position #7, and the appointment of Judy Hoyer to position #6 by acclamation. All voted in favor and the motion carried.*

2. **Child Protection and Fatality Prevention Team – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

3. **EMS Peer Review Committee – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

4. **Environmental Advisory Committee – 1 vac.**

Commissioner Lapsley nominated Christopher Grose for position #5.

*Chairman Thompson made the motion to accept the appointment of Christopher Grose to position #5 by*

*acclamation. All voted in favor and the motion carried.*

**5. Equalization and Review, Henderson County Board of – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**6. Fire and Rescue Advisory Committee – 1 vac.**

The Fire and Rescue Advisory Committee nominated Michael Miller for position #7.

*Chairman Thompson made the motion to accept the appointment of Michael Miller to position #7 by acclamation. All voted in favor and the motion carried.*

**7. Historic Resources Commission – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**8. Hospital Corporation Board of Directors/UNCH – 5 vac.**

The Henderson County Hospital Corporation had nominated Greg Burnette for position #4 and Peggy Judkins for position #7.

The University of North Carolina Health Care System had nominated Joseph Smith for position #5 and Bill Moyer for position #8.

Chairman Thompson nominated Walter Carpenter for position #6.

*Chairman Thompson made the motion to accept the appointment of Greg Burnette to position #4, the reappointments of Joseph Smith to position #5, Walter Carpenter to position #6, Peggy Judkins to position #7, and Bill Moyer to position #8 by acclamation. All voted in favor and the motion carried.*

**9. Juvenile Crime Prevention Council – 7 vac.**

Commissioner Messer nominated Christy Bridges for position #19.

*Chairman Thompson made the motion to accept the appointment of Christy Bridges to position #19 by acclamation. All voted in favor and the motion carried.*

**10. Land-of-Sky Regional Council – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**11. Mountain Area Workforce Development Board – 1 vac.**

The Chamber of Commerce nominated Hope Reynolds for position #5.

*Commissioner Lapsley made the motion to appointment Hope Reynolds to position #5 by acclamation. All voted in favor and the motion carried.*

**12. Mountain Valleys Resource Conservation and Development Program – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**13. Nursing/Adult Care Home Community Advisory Committee – 8 vac.**

Commissioner Hawkins nominated Everett Sauer for position #2. Commissioner Edney nominated Carol Larimore for position #11 and Sandra Marcotte for position #13.

*Chairman Thompson made the motion to accept the appointments of Everett Sauer to position #2, Carol Larimore to position #11 and Sandra Marcotte to position #13 by acclamation. All voted in favor and the*

*motion carried.*

#### **14. Senior Volunteer Services Advisory Council – 3 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

#### **FLINTLOCK PROPERTY – PROPOSED SHOOTING RANGE – ADD ON**

Commissioner Messer feels the due process was done on the firing range. A firing range is needed, however the people of Green River have spoken.

Commissioner Edney's family grew up on Green River Road. He also loves the area. There is a need for training for law enforcement in order not to hurt innocent bystanders. He explained that property acquisitions are done privately to protect tax dollars and keep the cost of the property from rising. The next step is listening to citizens. The Board cares for Green River and recently invested over \$700,000 in their park. He is support of a training center, but not in Green River.

Commissioner Hawkins explained that secret meetings (closed session) are only held when allowed. If property acquisitions are discussed in open session, the price does go up for property if the word gets out. The Sheriff has identified a need for officers. There are another 100,000 citizens that the Sheriff has to protect above the 250 attending this meeting. Mr. Hawkins does feel that the small area planning committee set the zoning for residential and it should stay that way. He would be voting to reject Green River for the shooting range and continue to look for another place.

Commissioner Lapsley wanted the Sheriff to know that the Board realizes he needs what is necessary for properly training officers. The County has been looking for a location for many years. The Flintlock site came up 1-2 months ago and met the needs. Staff was directed to move forward and lock down the price, doing due diligence studies, public comment, etc. Clearly the Board respects citizen comments. He would not support the range in Green River.

Chairman Thompson knows Green River well. He also recognizes that we need to train officers and the Board will continue to look for land for a range. There are no secrets, and the Board does not spend money just because we have it. These people are his neighbors.

*Commissioner Messer made the motion to discontinue action on the Flintlock Property for study of a shooting range and reject the offer. All voted in favor and the motion carried.*

#### **WINGATE LEASE**

John Mitchell stated the construction of the Health Sciences Center is proceeding according to schedule. As part of the Five Party Agreement, Pardee Hospital and Wingate University (Wingate) will sign leases for the long term use of the facility. Wingate University will occupy the second floor of the building and share classroom space with Blue Ridge Community College on the third floor.

Staff negotiated the lease with Wingate's executive leadership team over the last four months. The total lease payment complies with budget projections for the Health Sciences Center project and is for a period of twenty years. It has been approved and signed by the Chairman of the Board of Trustees of Wingate University.

Attorney Russell Burrell stated the lease for Wingate will be \$17 per square foot at 26, 661 square feet, at a cost of \$453,237.00 per year. The lease will increase with inflation with the first adjustment in April of 2018. This will cover 2/3 of the debt service payment.

*Commissioner Lapsley made the motion that the Board of Commissioners approves the proposed lease with Wingate University, and authorize the Chairman to execute the lease on behalf of the County. All voted in*

*favor and the motion carried.*

**Phase 2 Contract & Phase 3 Design Proposal - 1995 Courthouse Security Project**

**Phase 2 Construction Contract:**

Marcus Jones stated as directed by the Board during FY2016 budget discussions to implement the security portions of the 1995 Courthouse Renovations and Security Project, staff released a second Request for Proposals (RFPs) on July 10, 2015 for Phase 2 after receiving no responses to the first RFP. The scope of Phase 2 consists of the parking lot improvements to the North and South lots of 1995 Courthouse as Moseley bid in Feb 2014. One bid was received from Riddle Construction for \$128,873.00.

Upon review of the bid and the Contractor, staff recommends that the Board award the contract to Riddle Construction Company, LLC for \$128,873.00. The proposed project budget is included at the end of the agenda item.

**Phase 3 Design Proposal:**

As directed by the Board during their July 15, 2015 meeting, staff has negotiated the attached design agreement for Phase 3 with the local firm, Tamara Peacock Company for \$25,500. The scope is to move the public entrance from the north door of the Courthouse back to the front (west) entrance; this would include replacement of security equipment that the Sheriff's staff report to be beyond its useful life. Additionally, this phase would install new doors within the Courthouse to establish a threshold between the public and staff.

Staff recommends that the Board award the agreement with The Tamara Peacock Company Architects for \$25,500. The proposed project budget is included in the agenda.

**Additional Work in the Tax Department Area:**

Staff has received a request from Stan Duncan, County Assessor / Collector to add eight security cameras and one card access lock to the Tax Department's existing areas. Five of the cameras will cover cash receiving stations and the other three cover areas within their space where Tax staff meets with the public.

These additions were recommended by an external auditor and reviewed by the Sheriff's Courthouse security staff. Based on the current contract for Phase 1, we estimate the work to be approximately \$30,000. Should the Board approve this additional work, staff is developing a change order to the phase 1 contract. If the change order is not reasonable, the work can be added to the phase 3 scope and future RFP.

**Proposed Project Budget:**

Remaining Budget after Moseley Bid		\$ 917,493.78
Phase 1 Contract	\$ 158,250.92	
Phase 2 Proposed Contract	128,873	
Phase 3 Proposed Design Agreement	25,500	
Phase 3 Construction Estimate	300,000	
Phase 3 Equipment Estimate	50,000	
Tax Department Addition Estimate	30,000	
Contingency	35,000	
Total Phase 1, 2 and 3		\$ 727,623.92
Budget Remainder after Security Project		\$ 189,869.86

*Commissioner Lapsley made the motion that the Board awards the construction contract for Phase 2 of the 1995 Courthouse Security Project to Riddle Construction Company, LLC for \$128,873.00 and authorize the County Engineer to execute the required documents, and direct staff to change the fencing to the same as*

*what is used at the Sheriff's Department per Commissioner Edney's request. All voted in favor and the motion carried.*

*Commissioner Edney made the motion that the board approves the architectural service agreement for Phase 3 of the 1995 Courthouse Security Project with The Tamara Peacock Company Architects for \$25,500 and authorize the County Engineer to execute the required documents, and consider alternates to not taking out the staircase. All voted in favor and the motion carried.*

*Commissioner Messer made the motion that the Board approves the additional scope for the Tax Department to add eight cameras and an access door lock. All voted in favor and the motion carried.*

*Chairman Thompson made the motion that the Board approves the proposed project budget for the 1995 Courthouse Security Project. All voted in favor and the motion carried.*

**COUNTY MANAGER'S REPORT**

County Manager Steve Wyatt reminded everyone that on Friday, September 11<sup>th</sup>, a commemorative service would be held in front of the courthouse regarding the 911 attacks to observe it reverently.

**IMPORTANT DATES**

**Set Public Hearing on Project Insourcing – Add on**

The Board is requested to set a public hearing on the possible grant of economic development incentives for Project Insourcing for October 5, 2015 at 5:30 p.m.

*Chairman Thompson made the motion to set a public hearing regarding possible grant of economic development incentives for Project Insourcing on October 5, 2015 at 5: 30 p.m. All voted in favor and the motion carried.*

**2015 LIBRARY BOOK SALE – Add on**

*Commissioner Edney made the motion that staff directs Library to resist from sale or destruction of any books until after the Board has held discussion at their October 5, 2015 meeting. All voted in favor and the motion carried.*

**ADJOURN**

*Commissioner Messer made the motion to adjourn at 8:30 p.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

---

Thomas H. Thompson, Chairman

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone: 828-697-4808 • Fax: 828-692-9855  
www.hendersoncountync.org

THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

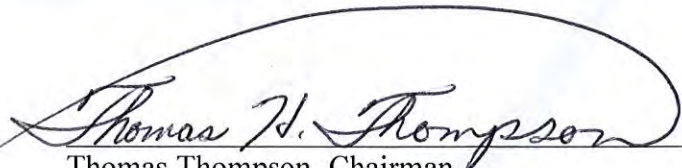
J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

## PROCLAMATION

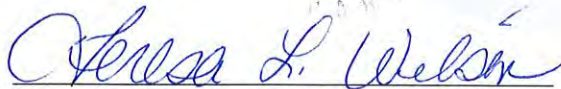
### IN COMMEMORATION OF THE 70<sup>TH</sup> ANNIVERSARY OF V-J DAY VICTORY OVER JAPAN DAY

- WHEREAS,** World War II began in Europe on September 1, 1939, with the invasion of Poland; and
- WHEREAS,** Great Britain and France entered the war on September 3, 1939
- WHEREAS,** World War II became a global war, involving millions of people from over 30 countries worldwide; and
- WHEREAS,** on August 14, 1945, President Harry Truman announced news of Japan's surrender during a press conference at the White House;
- WHEREAS,** on September 2, 1945, President Harry Truman declared September 2 as the official "V-J Day"; and
- NOW, THEREFORE, BE IT RESOLVED,** that we, the Henderson County Board of Commissioners, do hereby adopt this Proclamation, in commemoration of the 70<sup>th</sup> Anniversary of V-J Day.

This the 8th day of September, 2015.

  
Thomas Thompson, Chairman  
Henderson County Board of Commissioners

Attest:

  
Teresa L. Wilson, Clerk to the Board



# HENDERSON COUNTY BOARD OF COMMISSIONERS

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THOMAS THOMPSON  
Chairman  
CHARLIE MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

## RESOLUTION REGARDING THE PROPOSED DUKE ENERGY FOOTHILLS 230 KV TRANSMISSION LINE PROJECT

**WHEREAS**, the citizens of Henderson County have been informed by Duke Energy that they intend to construct a new 230 KV transmission line from Campobello, SC to Arden, NC. This proposed line will pass thru Henderson County for a distance of approximately 25 miles; and

**WHEREAS**, the construction of this transmission line will have negative impacts on Henderson County property owners and the Henderson County economy; and

**WHEREAS**, Duke Energy is considering numerous alternative routes for this proposed transmission line. Several of these alternative routes directly impact the value of properties in Henderson County. These property owners never purchased their property with the knowledge that a high voltage power line would be constructed in their immediate vicinity; and

**WHEREAS**, the Board of County Commissioners have recently hosted an open project information meeting for the public to hear further details on the project and to express their feelings on the proposed project; and

**WHEREAS**, the North Carolina Utilities Commission is authorized under North Carolina General Statutes to render the final approval of the construction of the proposed transmission line project; and

**WHEREAS**, the Henderson County Board of County Commissioners express herewith their opinion of the proposed project on behalf of its citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners request the following:

- **Of the North Carolina Utility Commission Public Staff:**
  1. That an independent consultant with expertise in electric utility system master planning be engaged to render an independent opinion as to the need for the proposed transmission line project; and
  2. That the North Carolina Utilities Commission hold the mandatory Public Hearing on this matter in Henderson County.

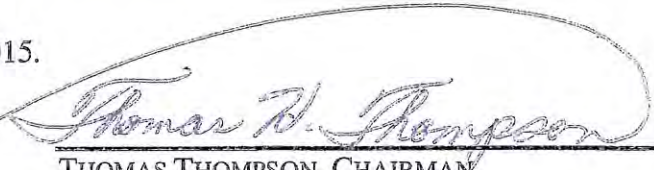


- **Of Duke Energy, should the North Carolina Utilities Commission deem the project necessary:**


1. That the proposed transmission line be located within either existing power transmission line easements or immediately adjacent and parallel to these same existing easements; and
2. That the proposed transmission line structures be constructed of fabricated steel monopoles with a natural color which blends with the adjacent natural colors; and
3. That every effort be made to install the transmission line underground in those sections which will directly impact the long range view shed of existing residential subdivisions; and
4. That the project be constructed of the most current technology materials related to the conductor wires which could impact the height of proposed tower structures; and
5. That additional support poles be installed to permit lower pole heights especially in sections which could impact existing residential subdivisions; and
6. That Duke Energy permit the construction of public greenway trails within these transmission line easements and participate in the development of such trails whenever possible; and
7. That Duke Energy fully and completely compensate any and all negatively affected property owners.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 8th day of September, 2015.

  
THOMAS THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD

# Office of the Henderson County Tax Collector

200 North Grove Street, Suite 66 • Hendersonville, NC 28792-5027

Phone: (828)697-5595 | Fax: (828)698-6153 | [www.hendersoncountync.org/ca](http://www.hendersoncountync.org/ca)

Henderson County Board of Commissioners  
1 Historic Courthouse Square  
Hendersonville, NC 28792

03 September 2015

RE: Tax Collector's Report to Commissioners: 08 September 2015 Meeting

Please find outlined below collections information though 02 September 2015 for the 2015 real and personal property bills mailed out on 31 July 2015. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles through 28 August 2015.

### Henderson County Annual Bills G01 Only:

<p><b>2015 Beginning Charge:</b> \$61,483,434.39</p> <p>Discoveries &amp; Imm. Irreg.: \$92,443.05</p> <p>Releases &amp; Refunds: (\$45,911.74)</p> <p><b>Net Charge:</b> \$61,529,965.70</p> <p>Unpaid Taxes: \$52,177,671.55</p> <p>Amount Collected: \$9,352,294.15</p> <p><b>Percentage Collected:</b> 15.20%</p> <p style="text-align: right;">Through: 2-Sep-2015</p>	<p><b>2014 Beginning Charge:</b> \$58,566,094.98</p> <p>Discoveries &amp; Imm. Irreg.: \$59,117.98</p> <p>Releases &amp; Refunds: (\$17,753.32)</p> <p><b>Net Charge:</b> \$58,607,459.64</p> <p>Unpaid Taxes: \$58,245,505.24</p> <p>Amount Collected: \$361,954.40</p> <p><b>Percentage Collected:</b> 0.62%</p> <p style="text-align: right;">Through: 2-Sep-2014</p>
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### Henderson County Only Registered Motor Vehicles

Regstr. Month	# Veh. Regstrd.	Gross Value Upon Reg.	Regstr. Month	# Veh. Regstrd.	Gross Value	Gross Levy	Net Levy Collection	Percent Collected
July '14	9888	\$ 86,255,648	July '15	10352	\$ 88,716,937	\$ 457,199.72	\$ 455,383.93	99.60%
Aug '14	9784	\$ 82,397,348	Aug '15	8480	\$ 76,347,404	\$ 519,360.28	\$ 517,989.52	99.74%
Sept '14	9559	\$ 81,357,984	Sept '15					
Oct '14	9312	\$ 77,527,270	Oct '15					
Nov '14	7855	\$ 68,074,597	Nov '15					
Dec '14	8169	\$ 71,274,565	Dec '15					
Jan '15	7843	\$ 71,771,241	Jan '16					
Feb '15	7118	\$ 61,857,243	Feb '16					
Mar '15	10852	\$ 89,862,021	Mar '16					
Apr '15	10182	\$ 84,564,218	Apr '16					
May '15	10377	\$ 85,526,118	May '16					
June '15	9599	\$ 81,998,908	June '16					
<b>TOTALS:</b>	<b>110538</b>	<b>\$ 942,467,161</b>	<b>TOTALS:</b>			<b>\$ 976,560.00</b>	<b>\$ 973,373.45</b>	<b>99.67%</b>

Note: Final results for the 2015-16FY will not be confirmed until mid-July 2016.  
Note: Projections rendered for budgetary purposes prior to adoption of the 2015-16FY Budget.

### Fire Districts' Annual Bills Only:

<p><b>2015 Beginning Charge:</b> \$7,864,009.94</p> <p>Discoveries &amp; Imm. Irreg.: \$7,740.17</p> <p>Releases &amp; Refunds: (\$3,811.40)</p> <p><b>Net Charge:</b> \$7,867,938.71</p> <p>Unpaid Taxes: \$6,768,281.63</p> <p>Amount Collected: \$1,099,657.08</p> <p><b>Percentage Collected:</b> 13.98%</p> <p style="text-align: right;">Through: 2-Sep-2015</p>	<p><b>2014 Beginning Charge:</b> \$6,497,585.13</p> <p>Discoveries &amp; Imm. Irreg.: \$3,898.53</p> <p>Releases &amp; Refunds: (\$1,254.23)</p> <p><b>Net Charge:</b> \$6,500,229.43</p> <p>Unpaid Taxes: \$6,452,486.37</p> <p>Amount Collected: \$47,743.06</p> <p><b>Percentage Collected:</b> 0.73%</p> <p style="text-align: right;">Through: 2-Sep-2014</p>
--	--

Respectfully Submitted,



Luke Small  
Collections Specialist

Stan C. Duncan  
Tax Collector



Hand out 1

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Henderson County Board of Commissioners  
 1 Historic Courthouse Square  
 Hendersonville, NC 28792

08 September 2015

RE: Tax Collector's Report to Commissioners: 16 September 2015 Meeting

Please find outlined below collections information though 07 September 2015 for the 2015 real and personal property bills mailed out on 31 July 2015. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles through 07 September 2015.

**Henderson County Annual Bills G01 Only:**

<b>2015 Beginning Charge:</b>	<b>\$61,483,434.39</b>	<b>2014 Beginning Charge:</b>	<b>\$58,566,094.98</b>
Discoveries & Imm. Irreg.:	\$94,485.92	Discoveries & Imm. Irreg.:	\$59,117.98
Releases & Refunds:	<b>(\$45,912.15)</b>	Releases & Refunds:	<b>(\$17,753.32)</b>
<b>Net Charge:</b>	<b>\$61,532,008.16</b>	<b>Net Charge:</b>	<b>\$58,607,459.64</b>
Unpaid Taxes:	\$51,691,507.44	Unpaid Taxes:	\$58,245,505.24
Amount Collected:	\$9,840,500.72	Amount Collected:	\$361,954.40
<b>Percentage Collected:</b>	<b>15.99%</b>	<b>Percentage Collected:</b>	<b>0.62%</b>
Through: 7-Sep-2015		Through: 7-Sep-2014	

**Henderson County Only Registered Motor Vehicles**

Regstr. Month	# Veh. Regstrd.	Gross Value Upon Reg.	Regstr. Month	# Veh. Regstrd.	Gross Value	Gross Levy	Net Levy Collection	Percent Collected
July '14	9888	\$ 86,255,648	July '15	10352	\$ 88,716,937	\$ 457,199.72	\$ 455,383.93	99.60%
Aug '14	9784	\$ 82,397,348	Aug '15	10139	\$ 91,267,976	\$ 469,609.15	\$ 468,629.50	99.79%
Sept '14	9559	\$ 81,357,984	Sept '15	1853	\$ 15,071,600	\$ 77,560.72	\$ 77,427.51	99.83%
Oct '14	9312	\$ 77,527,270	Oct '15					
Nov '14	7855	\$ 68,074,597	Nov '15					
Dec '14	8169	\$ 71,274,565	Dec '15					
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May '15	10377	\$ 85,526,118	May '16					
June '15	9599	\$ 81,998,908	June '16					
<b>TOTALS:</b>	<b>110538</b>	<b>\$ 942,467,161</b>	<b>TOTALS:</b>	<b>22344</b>	<b>\$ 195,056,513</b>	<b>\$ 1,004,369.59</b>	<b>\$ 1,001,440.94</b>	<b>99.71%</b>

Note: Final results for the 2015-16FY will not be confirmed until mid-July 2016.  
 Note: Projections rendered for budgetary purposes prior to adoption of the 2015-16FY Budget.

**Fire Districts' Annual Bills Only:**

<b>2015 Beginning Charge:</b>	<b>\$7,864,009.94</b>	<b>2014 Beginning Charge:</b>	<b>\$6,497,585.13</b>
Discoveries & Imm. Irreg.:	\$7,770.79	Discoveries & Imm. Irreg.:	\$4,091.03
Releases & Refunds:	<b>(\$3,811.40)</b>	Releases & Refunds:	<b>(\$1,473.86)</b>
<b>Net Charge:</b>	<b>\$7,867,969.33</b>	<b>Net Charge:</b>	<b>\$6,500,202.30</b>
Unpaid Taxes:	\$6,699,049.44	Unpaid Taxes:	\$6,282,249.52
Amount Collected:	\$1,168,919.89	Amount Collected:	\$217,952.78
<b>Percentage Collected:</b>	<b>14.86%</b>	<b>Percentage Collected:</b>	<b>3.35%</b>
Through: 7-Sep-2015		Through: 7-Sep-2014	

Respectfully Submitted,

Luke Small  
 Collections Specialist

Stan C. Duncan  
 Tax Collector

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
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THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

September 8, 2015

Mr. Stan Duncan, Tax Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$122,313.29 and tax refund requests in the amount of \$2,397.30, reviewed at the Henderson County Board of Commissioners' Meeting on Tuesday, September 8, 2015. All releases and refunds were approved.

Sincerely,

A handwritten signature in cursive script that reads "Thomas H. Thompson". The signature is written in black ink and is enclosed within a large, thin, hand-drawn oval.

**Thomas Thompson, Chairman**  
Henderson County Board of Commissioners

THT/tlw

enclosures

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** September 8, 2015  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Assessor  
**ATTACHMENT:** Pending Release/Refund Combined Report

### SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type:	Amount:
Total Taxes Released from the Charge	\$ 122,313.29
Total Refunds as a Result of the Above Releases	\$ 2,397.30

Faithfully Submitted,



Stan C. Duncan  
County Assessor and Collector

BOARD ACTION REQUEST: Consent Approval Requested

Suggested Motion: "I move the Board approve the Combined Release/Refund Report as presented."

**NCPTS Pending Release/Refund Report. Friday, August 28, 2015\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ADAMS, VIRGIL LAMAR	0003081348-2015-2015-0000	THIS TRAILER WAS BILLED ON ABSTRACT 3049200. THIS WAS A DUPLICATE BILLING.	(\$60,000)	2781	PNOVOTNY	485 LITTLE LAKE DR HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$308.16 \$30.82 \$63.00	\$0.00 \$0.00 \$0.00	\$308.16 \$30.82 \$338.98	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$60,000)</b>							ABSTRACT TOTAL	\$408.28	\$0.00
ASBURY, TIMOTHY COCHRAN	0002781598-2015-2015-0000	1994 13' GHEENOE PURCHASED IN 2014 FOR \$400. BILL OF SALE ON FILE. UNABLE TO IDENTIFY SPECIFICS OF WATERCRAFT AT TIME OF ASSESSMENT DUE TO LIMITED INFORMATION. VALUE ADJUSTED TO \$500 MINIMUM.	(\$1,500)	2850	BSLATTERY	223 STONEBROOK DR UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$30.82 \$2.57 \$7.20	\$0.00 \$0.00 \$0.00	\$23.11 \$2.31 \$25.42	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$1,500)</b>							ABSTRACT TOTAL	\$31.36	\$0.00
AUTOMATIC DATA PROCESSING	0002561646-2015-2015-0000	ADP REPORTED DISPOSAL OF PROPERTY IN THE AMOUNT OF \$2400 ON 2015 LISTING FORM. PROCESSED AND BILLED IN ERROR. BILL RELEASED.	(\$1,392)	2815	JKITCHEN	601 DUNCAN HILL RD HENDERSONVILLE NC 28792 NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$7.15 \$0.00	\$0.00 \$0.00	\$7.15	\$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$1,392)</b>							ABSTRACT TOTAL	\$7.15	\$0.00
BAKER, MASTON	0003086728-2015-2015-0000	RELEASE 2015 TAX BILL ON PERSONAL PROPERTY TRAVEL TRAILER IN LAZY BOY RV PARK. PAID PERSONAL PROPERTY TAXES TO BERKELEY, SOUTH CAROLINA. RECEIPT FROM BERKELEY, SOUTH CAROLINA ON FILE.	(\$7,050)	2813	CLOMBARDO	HENDERSON COUNTY	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$36.21 \$3.62 \$9.17 \$0.92	\$0.00 \$0.00 \$0.00 \$0.00	\$36.21 \$3.62 \$9.17 \$0.92	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$7,050)</b>							ABSTRACT TOTAL	\$49.92	\$0.00
BANC OF CALIFORNIA	0003080374-2015-2015-0000	REPORTED DISPOSED PROPERTY FROM 2012 IN THE AMOUNT OF \$12,219. BILL PROCESSED IN ERROR; BILL RELEASED.	(\$8,798)	2935	JKITCHEN	69 BROYLES RD HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE	\$45.19 \$0.00	\$0.00 \$0.00	\$45.19	\$0.00 \$0.00

\*Adjustments submitted for approval on or before 8/28/2015



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BANC OF CALIFORNIA	0003080374-2015-2015-0000	REPORTED DISPOSED PROPERTY FROM 2012 IN THE AMOUNT OF \$12,219. BILL PROCESSED IN ERROR; BILL RELEASED.	(\$8,798)	2935	JKITCHEN	69 BROYLES RD HENDERSONVILLE NC 28791	ETOWAH- HORSESHOE FIRE	TOTAL: TAX	\$9.24	\$0.00	\$45.19	\$0.00
	<b>OWNER TOTAL:</b>		<b>(\$8,798)</b>							ABSTRACT TOTAL	\$54.43	\$0.00
BARNES, SUSAN ABERNATHY	0003086628-2015-2015-0000	TAXES PAID TO GASTON COUNTY THROUGH DMV AS REGISTERED MOTOR VEHICLE TAG#BT50146. VERIFIED IN STARS. NOT RENEWING TAG AND WILL LIST FOR 2016.	(\$20,250)	2842	BSLATTERY	314 RED GATES LN LOT 2 HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$104.00 \$0.00 \$104.00 \$26.33 \$0.00 \$26.33	\$0.00 \$0.00 \$0.00 \$0.00	\$104.00	\$0.00
	<b>OWNER TOTAL:</b>		<b>(\$20,250)</b>							ABSTRACT TOTAL	\$130.33	\$0.00
BESIN, THEODORE JAMES	0003081408-2015-2015-0000	2008 LEONARD UTILITY TRAILER WAS SOLD 3/21/2011. BILL OF SALE ON FILE. 2015 TAX BILL RELEASED IN FULL.	(\$5,000)	2859	KATHYS	36 WILDBRIAN RD FLETCHER NC 28732 -7784	COUNTY	TAX LATE LIST FEE TOTAL:	\$25.68 \$2.57 \$28.25	\$0.00 \$0.00	\$25.68 \$2.57	\$0.00
	<b>OWNER TOTAL:</b>		<b>(\$5,000)</b>							ABSTRACT TOTAL	\$28.25	\$0.00
BIG FISH RECRUITING LLC	0003085295-2015-2015-0000	BUSINESS IS ASSOCIATED WITH LOCALJOBS.COM (ABSTRACT #: 3085296). ALL EQUIPMENT AND PROPERTY USED FOR LOCALJOBS.COM IS ALSO USED FOR BIG FISH RECRUITING. BOTH BUSINESSES LOCATED AT SAME ADDRESS. ALL PROPERTY BILLED TO LOCALJOBS.COM.	(\$6,900)	2889	JKITCHEN	187 DUNCAN CREEK RD FLETCHER NC 28732	COUNTY FLETCHER FIRE	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$35.44 \$3.54 \$38.98 \$7.94 \$0.79 \$8.73	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$35.44 \$3.54 \$38.98 \$7.94 \$0.79 \$8.73	\$0.00
	<b>OWNER TOTAL:</b>		<b>(\$6,900)</b>							ABSTRACT TOTAL	\$47.71	\$0.00
											\$47.71	\$0.00





OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CONTERRA ULTRA BROADBAND LLC	0003026852-2015-2015-0000	ABSTRACT VOIDED FOR 2015 - PER MICHAEL CONNOLLY WILL BE ASSESSED AS A PUBLIC UTILITY FOR 2015	(\$8,883)	2805	MEDNEY	195 LADSON RD HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL:	\$45.62 \$0.00	\$0.00 \$0.00	\$45.62 \$0.00	\$0.00 \$0.00
										ABSTRACT TOTAL:	\$45.62	\$0.00
	0003026853-2015-2015-0000	ABSTRACT VOIDED FOR 2015 - PER MICHAEL CONNOLLY WILL BE ASSESSED AS A PUBLIC UTILITY FOR 2015	(\$3,442)	2806	MEDNEY	579 GYPSY LANE HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL:	\$17.68 \$0.00	\$0.00 \$0.00	\$17.68 \$0.00	\$0.00 \$0.00
							DANA FIRE	TAX LATE LIST FEE TOTAL:	\$4.47 \$0.00	\$0.00 \$0.00	\$4.47 \$0.00	\$0.00 \$0.00
										ABSTRACT TOTAL:	\$4.47	\$0.00
	0003026854-2015-2015-0000	ABSTRACT VOIDED FOR 2015 - PER MICHAEL CONNOLLY WILL BE ASSESSED AS A PUBLIC UTILITY FOR 2015	(\$2,124)	2807	MEDNEY	1860 TOWER SPARTANBURG HY UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$10.91 \$0.00	\$0.00 \$0.00	\$10.91 \$0.00	\$0.00 \$0.00
							BLUE RIDGE FIRE	TAX LATE LIST FEE TOTAL:	\$2.55 \$0.00	\$0.00 \$0.00	\$2.55 \$0.00	\$0.00 \$0.00
										ABSTRACT TOTAL:	\$2.55	\$0.00
	0003026855-2015-2015-0000	ABSTRACT VOIDED FOR 2015 - PER MICHAEL CONNOLLY WILL BE ASSESSED AS A PUBLIC UTILITY FOR 2015	(\$9,848)	2808	MEDNEY	PINNACLE MOUNTAIN RD NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$50.58 \$0.00	\$0.00 \$0.00	\$50.58 \$0.00	\$0.00 \$0.00
							GREEN RIVER FIRE	TAX LATE LIST FEE TOTAL:	\$7.88 \$0.00	\$0.00 \$0.00	\$7.88 \$0.00	\$0.00 \$0.00
										ABSTRACT TOTAL:	\$7.88	\$0.00
	COSTELLO, KENNETH			(\$26,525)							ABSTRACT TOTAL:	\$58.46
000046541-2015-2015-0000		RELEASE 2015 TAX BILL ON 1985 PERSONAL PROPERTY 8 X 34 TRAVEL TRAILER WAS AT JAYMAR TT PARK. TRAVEL TRAILER PULLED OUT LAST YEAR AND BEFORE JANUARY 1, 2015. PARK GAVE THE TRAVEL TRAILER TO SOMEONE JUST TO GET RID OF IT. OWNER AND LOCATION UNKNOWN.	(\$5,600)	2851	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$28.76 \$2.88	\$0.00 \$0.00	\$28.76 \$2.88	\$0.00 \$0.00
							EDNEWVILLE FIRE	TAX LATE LIST FEE TOTAL:	\$5.88 \$0.59	\$0.00 \$0.00	\$5.88 \$0.59	\$0.00 \$0.00
										ABSTRACT TOTAL:	\$6.47	\$0.00
										ABSTRACT TOTAL:	\$58.11	\$0.00
										ABSTRACT TOTAL:	\$36.11	\$0.00
										ABSTRACT TOTAL:	\$153.69	\$0.00
										ABSTRACT TOTAL:	\$28.76	\$0.00
										ABSTRACT TOTAL:	\$2.88	\$0.00
										ABSTRACT TOTAL:	\$31.64	\$0.00
										ABSTRACT TOTAL:	\$5.88	\$0.00
										ABSTRACT TOTAL:	\$0.59	\$0.00

\*Adjustments submitted for approval on or before 8/28/2015

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
DANIELSON, JIMMY CHARLES	0002781602-2015-2015-0000	2009 KINGA PERMANENT TAGGED UTILITY TRAILER SOLD AND TAXPAYER MOVED OUT OF STATE. VOIDED 11/13/2014 BUT BILLED FOR 2015 IN ERROR. RELEASE 2009 KINGA PORTION OF 2015 BILL.	(\$2,650)	2926	BSLATTERY	234 D WASH CREEK DR NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$16.18 \$1.62 \$14.97	\$16.18 \$1.62 \$14.97	\$13.61 \$1.36 \$14.97	\$13.61 \$1.36 \$14.97
FIRST CHURCH OF THE NAZARENE HENDERSONVILLE NC INC	0000715529-2014-2014-0000	2013 TAX YEAR, LATE APPLICATION WAS APPROVED AFTER MEETING WITH SR PASTOR, WATERS BY MR. DUNCAN, (NCGS 105-282.1 (A1) NCGS 105-278.3 RELEASE # 2177 WAS PROCESSED FOR THE 2013 TAX YEAR. FOR TAX YEAR 2014 THE PARCEL WAS BILLED AND SHOULD NOT HAVE BEEN, BASED ON THE LATE APPROVAL OF THE 2013 APPLICATION. THIS RELEASE TO REINSTATE THE EXEMPTION FOR TAX YEAR 2014, PER NCGS 105-278.3.	(\$203,100)	2759	DHILL	545 WESTBROOK RD HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,043.12 \$0.00 \$1,043.12 \$172.64 \$0.00 \$172.64	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,043.12 \$0.00 \$1,043.12 \$172.64 \$0.00 \$172.64	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
FRANKLIN GREGORY STAMM REVOCABLE TRUST	0003084343-2015-2015-0000	TAX RELIEF WAS REMOVED BY LAND RECORDS 9/15/14 WHEN DEED WAS PUT INTO A TRUST. TAX RELIEF REINSTATED FOR 2015.	(\$185,800)	2844	KWOODY	97 FOLSMONT RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$771.43 \$0.00 \$771.43	\$0.00 \$0.00 \$0.00	\$954.27 \$0.00 \$954.27	\$182.84 \$0.00 \$182.84
FREEMAN, BRIAN	0003087010-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY 1969 20' TRAVEL TRAILER AT RED GATES RV PARK. TAXPAYER PAID PERSONAL PROPERTY TAXES TO LEXINGTON COUNTY, SOUTH CAROLINA. LEXINGTON COUNTY TAX RECEIPT COPY ON FILE.	(\$1,500)	2912	CLOMBARDO	314 RED GATES LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$7.70 \$0.77 \$8.47 \$1.95 \$0.20 \$2.15	\$0.00 \$0.00 \$8.47 \$0.00 \$0.00 \$2.15	\$7.70 \$0.77 \$8.47 \$1.95 \$0.20 \$2.15	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
GOUTMAN, SUSAN L	0002853699-2010-2010-0000	REMAPPED BY NC GEODETTIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP ON 2015 ABSTRACT.	(\$1,500)	2879	PCARVER	0 NO ADDRESS ASSIGNED UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$57.75 \$0.00 \$57.75	\$57.75 \$0.00 \$57.75	\$57.75 \$0.00 \$57.75	\$57.75 \$0.00 \$57.75

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND	
GOUTMAN, SUSAN L	0002853699-2010-2010-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP ON 2015 ABSTRACT.	(\$12,500)	2879	PCARVER	0 NO ADDRESS ASSIGNED UNINCORPORATED	ROCK/SALUDA FIRE	TAX	\$9.38	\$9.38	\$9.38	\$9.38	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL:		\$9.38	\$9.38	\$9.38	
								ABSTRACT TOTAL:		\$67.13	\$67.13	\$67.13	
	0002853699-2011-2011-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP ON 2015 ABSTRACT.	(\$10,600)	2878	PCARVER	0 NO ADDRESS ASSIGNED UNINCORPORATED	COUNTY	TAX	\$54.44	\$54.44	\$54.44	\$54.44	
									LATE LIST FEE	\$0.00	\$0.00	\$0.00	
								TOTAL:			\$54.44	\$54.44	
								REAVEN ROCK/SALUDA FIRE	TAX	\$9.01	\$9.01	\$9.01	\$9.01
									LATE LIST FEE	\$0.00	\$0.00	\$0.00	
								TOTAL:			\$9.01	\$9.01	
								ABSTRACT TOTAL:		\$63.45	\$63.45	\$63.45	
	0002853699-2012-2012-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP ON 2015 ABSTRACT.	(\$10,600)	2877	PCARVER	0 NO ADDRESS ASSIGNED HENDERSON COUNTY NC 28773	COUNTY	TAX	\$54.44	\$54.44	\$54.44	\$54.44	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00		
							TOTAL:			\$54.44	\$54.44		
							REAVEN ROCK/SALUDA FIRE	TAX	\$9.01	\$9.01	\$9.01	\$9.01	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00		
							TOTAL:			\$9.01	\$9.01		
							ABSTRACT TOTAL:		\$63.45	\$63.45	\$63.45		
0002853699-2013-2013-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP ON 2015 ABSTRACT.	(\$10,600)	2876	PCARVER	0 NO ADDRESS ASSIGNED HENDERSON COUNTY NC 28773	COUNTY	TAX	\$54.44	\$54.44	\$54.44	\$54.44		
								LATE LIST FEE	\$0.00	\$0.00	\$0.00		
							TOTAL:			\$54.44	\$54.44		
							REAVEN ROCK/SALUDA FIRE	TAX	\$9.01	\$9.01	\$9.01	\$9.01	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00		
							TOTAL:			\$9.01	\$9.01		
							ABSTRACT TOTAL:		\$63.45	\$63.45	\$63.45		
0002853699-2014-2014-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP.	(\$10,600)	2875	PCARVER	0 NO ADDRESS ASSIGNED HENDERSON COUNTY NC 28773	COUNTY	TAX	\$54.44	\$54.44	\$54.44	\$54.44		
								LATE LIST FEE	\$0.00	\$0.00	\$0.00		
							TOTAL:			\$54.44	\$54.44		

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADD. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
GOUTMAN, SUSAN L	0002853699-2014-2014-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP.	(\$10,600)	2875	PCARVER	0 NO ADDRESS ASSIGNED HENDERSON COUNTY NC 28773	REAVEN ROCK/SALUDA FIRE	TAX	\$9.01	\$9.01	\$9.01	\$9.01
	0002853699-2015-2015-0000	REMAPPED BY NC GEODETIC SURVEY COUNTY BOUNDARY MAP, THIS PARCEL IS ENTIRELY LOCATED AND ASSESSED IN POLK COUNTY. SEE ATTACHED MAP.	(\$4,800)	2874	PCARVER	0 NO ADDRESS ASSIGNED HENDERSON COUNTY NC 28773	COUNTY	TAX	\$24.65	\$0.00	\$24.65	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$0.00	\$0.00	\$24.65	\$0.00
								TAX	\$4.80	\$0.00	\$4.80	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$0.00	\$0.00	\$4.80	\$0.00
								ABSTRACT TOTAL:			\$29.45	\$0.00
								OWNER TOTAL:			\$350.38	\$320.93
											\$2,326.61	\$0.00
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY	0003085655-2015-2015-0000	PROPERTY IS EXEMPT PER NCGS105-278.1. DEED RECORDED 8-8-2014 IN THE HENDERSON COUNTY REGISTRY.	(\$453,000)	2933	DHILL	0 NO ADDRESS ASSIGNED FLETCHER NC 28732	COUNTY	TAX	\$2,326.61	\$0.00	\$2,326.61	\$0.00
	0003085658-2015-2015-0000	PROPERTY IS EXEMPT PER NCGS105-278.1. DEED RECORDED 8-8-2014 IN THE HENDERSON COUNTY REGISTRY.	(\$442,800)	2932	DHILL	0 NO ADDRESS ASSIGNED FLETCHER NC 28732	COUNTY	TAX	\$2,274.22	\$0.00	\$2,274.22	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
								ABSTRACT TOTAL:			\$2,326.61	\$0.00
								TAX	\$2,274.22	\$0.00	\$2,274.22	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$0.00	\$0.00	\$2,274.22	\$0.00
								ABSTRACT TOTAL:			\$2,274.22	\$0.00
								OWNER TOTAL:			\$4,600.63	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
HANEY, CYNTHIA WEST	0000676016-2015-2015-0000	TAX RELIEF WAS GRANTED FOR THE 2015 TAX YEAR TO THE PREVIOUS OWNER. PER A PHONE CALL FROM THE CURRENT OWNER, SHE STATED THAT SHE PURCHASED THE MANUFACTURED HOME BEFORE JULY 1, 2015. BECAUSE THE SALE OCCURRED BEFORE JULY 1, 2015, THE TAX RELIEF WAS REMOVED PER NCGS 105-285(d). A 2015 TAX BILL WAS ISSUED AT MARKET VALUE TO THE CURRENT OWNER. THIS ACTION IS TO RELEASE THE ORIGINAL BILL.	(\$2,900)	2941	KWOODY	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$143.29 \$0.00 \$29.22	\$0.00 \$0.00 ABSTRACT TOTAL	\$14.89 \$14.33 \$29.22	\$0.00 \$0.00 \$0.00
HENDERSONVILLE CITY OF	OWNER TOTAL 0003083497-2015-2015-0000	BILL RELEASED, PROPERTY EXEMPT PER G.S. 105-278.1(B), EXEMPTION OF PROPERTY OWNED BY A UNIT OF GOVERNMENT (CITY OF HENDERSONVILLE).	(\$2,900) (\$480,900)	2882	LOBERVILLE	0 NO ADDRESS ASSIGNED AV W HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$0.00 \$0.00 \$2,469.90	\$0.00 \$0.00 ABSTRACT TOTAL	\$29.22 \$2,469.90 \$2,469.90	\$0.00 \$0.00 \$0.00
HILLS PRECISION TOOL LLC	OWNER TOTAL 0002989385-2015-2015-0000	DOUBLED BILLED. BILLED APPROPRIATELY ON ABSTRACT #: 3086040. BILL RELEASED.	(\$480,900) (\$143,400)	2854	JKTCHEN	2369 JEFFRESS RD UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$736.50 \$73.65 \$810.15	\$0.00 \$0.00 ABSTRACT TOTAL	\$736.50 \$73.65 \$810.15	\$0.00 \$0.00 \$0.00
HOPPER, CAROLYN JOHNSON	OWNER TOTAL 0003085922-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. DOUBLE BILLED. CORRECT BILL IS ON ABSTRACT NUMBER 3085930.	(\$143,400) (\$44,500)	2812	CLOMBARDO	161 SALSURY RD HENDERSONVILLE NC 28792	COUNTY MOUNTAIN HOME FIRE	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$228.55 \$22.86 \$251.41 \$53.40 \$5.34	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$228.55 \$22.86 \$251.41 \$53.40 \$5.34	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	OWNER TOTAL		(\$44,500)							ABSTRACT TOTAL	\$310.15	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
HUDSON, GREGORY LYNN	0003063030-2015-2015-0000	THIS BOAT WAS MOVED AND REGISTERED IN TENNESSE ON 05/08/2014. DOCUMENTATION ON FILE.	(\$14,255)	2869	PNOVOTNY	201 LONE OAK DR MILLS RIVER NC 28759	COUNTY	TAX LATE LIST FEE TOTAL:	\$73.21 \$7.32 \$80.53	\$0.00 \$0.00 ABSTRACT TOTAL	\$73.21 \$7.32 \$80.53	\$0.00 \$0.00 \$0.00
HUGHEY, BILL	0002678713-2015-2015-0000	RELEASE 2015 TAX BILL ON TRAVEL TRAILER IN LAZY BOY RV PARK. DOUBLE BILLED. BILLING ON ABSTRACT NUMBER 3086724.	(\$2,900)	2835	CLOMBARDO	NEED PHYSICAL ADDRESS NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$14.89 \$1.49 \$16.38	\$0.00 \$0.00 \$0.00	\$14.89 \$1.49 \$16.38	\$0.00 \$0.00 \$0.00
HYDER, BOYD LEON	0003081497-2015-2015-0000	VALUE OF THE 1996 UTILITY TRAILER IS BEING DECREASED FROM \$7,125 TO \$1,300. TRAILER PURCHASED IN 2008 FOR \$2,600. CURRENT VALUE USING 5% PER YEAR DEPRECIATION. BILL OF SALE AND APPEAL FORM ON FILE.	(\$5,825)	2883	PNOVOTNY	163 PUNCHION CAMP CREEK RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$51.23 \$0.00 \$51.23	\$0.00 \$0.00 \$0.00	\$29.92 \$0.00 \$29.92	\$0.00 \$0.00 \$0.00
JACKSON STEEL INC	0000271222-2015-2015-0000	OFFICE DISCOVERED BUSINESS. BUSINESS THEN SUBMITTED LISTING FORM AFTER BILL WAS SENT. BUSINESS LISTED A LESSER AMOUNT OF VALUE. REBILLED UNDER UPDATED INFORMATION GIVEN BY BUSINESS/TAXPAYER.	(\$143,550)	2917	JKTCHEN	3000 ASHEVILLE HY UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$737.27 \$73.73 \$811.00	\$0.00 \$0.00 \$0.00	\$737.27 \$73.73 \$811.00	\$0.00 \$0.00 \$0.00
JOHNSON, GREGORY RAY	0002902883-2015-2015-0000	1998 TRAV UTILITY TRAILER PERMANENT TAG#AA31338 SOLD PER 2015 LIST FORM AND CONFIRMED IN STARS. RELEASE FOR 2015.	(\$9,766)	2789	BSLATTERY	45 KINVARA LN HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL:	\$120.11 \$0.00 \$120.11	\$120.11 \$0.00 \$120.11	\$50.16 \$0.00 \$50.16	\$0.00 \$0.00 \$0.00



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
JOHNSON, GREGORY RAY	0002902883-2015-2015-0000	1998 TRAV UTILITY TRAILER PERMANENT TAG#A431358 SOLD PER 2015 LIST FORM AND CONFIRMED IN STARS. RELEASE FOR 2015.	(\$9,766)	2789	BSLATTERY	45 KINVARA LN HORSE SHOE NC 28742	ETOWAH-HORSESHOE FIRE	TAX	\$24.56	\$24.56	\$10.25	\$10.25
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:		ABSTRACT TOTAL	\$10.25	\$10.25
											\$60.41	\$60.41
KING, RICHARD ALEX	0003023988-2015-2015-0000	THE 1995 GREAT DANE TRAILER WAS SOLD 07/20/2012. BILL OF SALE ON FILE.	(\$5,700)	2810	PNOVOTNY	50 BEAR BUTTE FARM LN UNINCORPORATED	COUNTY	TAX	\$29.28	\$0.00	\$29.28	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$29.28	\$0.00
								TAX	\$5.42	\$0.00	\$5.42	\$0.00
K-WALL POURED WALLS	0003080764-2015-2015-0000	REMOVED PERMANENT TAGGED TRAILER; BILLED IN INDIVIDUAL PERSONAL PROPERTY UNDER ABSTRACT #: 3085271.	(\$5,700)	2881	JKITCHEN	140 FOUNDATION WAY FLETCHER NC 28732	COUNTY	TAX	\$731.27	\$0.00	\$150.12	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$150.12	\$0.00
										ABSTRACT TOTAL	\$34.70	\$0.00
LANCE CUSTOM BUILDERS	0000021488-2014-2014-0000	BUSINESS CLOSED IN 2012. NC SECRETARY OF STATE APPLIED SUSPENSION OF BUSINESS IN 8/14. NO FILINGS TO SECRETARY OF STATE SUBMITTED SINCE 2012. FILED EVERY YEAR PRIOR WITH COUNTY AND SECRETARY OF STATE. BILL RELEASED.	(\$29,228)	2839	JKITCHEN	6063 ASHEVILLE HWY NC	COUNTY	TAX	\$123.52	\$58.31	\$123.52	\$8.31
								LATE LIST FEE	\$12.35	\$12.35	\$12.35	\$12.35
								TOTAL:			\$135.87	\$70.66
								TAX	\$24.05	\$11.35	\$24.05	\$11.35
LANCE CUSTOM BUILDERS	0000021488-2015-2015-0000	BUSINESS CLOSED IN 2012. NC SECRETARY OF STATE APPLIED SUSPENSION OF BUSINESS IN 8/14. BILL RELEASED. ALL PROPERTY SOLD IN 2012 EXCEPT ONE COMPUTER AND SUPPLIES.	(\$32,131)	2838	JKITCHEN	6063 ASHEVILLE HWY NC	COUNTY	TAX	\$165.02	\$0.00	\$165.02	\$0.00
								LATE LIST FEE	\$16.50	\$0.00	\$16.50	\$0.00
								TOTAL:			\$181.52	\$0.00
								TAX	\$36.95	\$0.00	\$36.95	\$0.00
										\$3.70	\$0.00	
											\$40.65	\$0.00
											\$222.17	\$0.00
										ABSTRACT TOTAL	\$364.50	\$66.42

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
LANGFORD, VERNON PAUL	0003026576-2014-2014-0000	2005 KAWASAKI MOTORCYCLE WAS TOTALLED. TAXPAYER REQUESTED RELEASE. TITLE CHANGE TO NATIONWIDE INSURANCE 8/14/2013 PER STARS. RELEASE 2014 AND 2015 BILLS.	(\$850)	2792	KATHYS	113 LYDIA LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$4.37 \$0.44 \$0.81 \$0.08	\$0.00 \$0.00 \$0.00 \$0.00	\$4.37 \$0.44 \$4.81 \$0.81 \$0.08	\$0.00 \$0.00 \$0.00 \$0.00
	0003026576-2015-2015-0000	2005 KAWASAKI MOTORCYCLE WAS TOTALLED. TAXPAYER REQUESTED RELEASE. TITLE CHANGE TO NATIONWIDE INSURANCE 8/14/2013 PER STARS. RELEASE 2014 AND 2015 BILLS.	(\$770)	2793	KATHYS	113 LYDIA LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$3.95 \$0.40 \$0.81 \$0.08	\$0.00 \$0.00 \$0.00 \$0.00	\$3.95 \$0.40 \$4.35 \$0.81 \$0.08	\$0.00 \$0.00 \$0.00 \$0.00
LANNING PITILLO CEMETERY	0003080645-2014-2014-0000	PARCEL #1015718 THIS PARCEL WAS PREVIOUSLY TITLED TO JOSEPH GARRETT. VIA DEED BOOK 1520, PAGE 41, RECORDED IN THE HENDERSON COUNTY REGISTRY DATED 1-4-2013, WAS TRANSFERRED TO THE PITILLO LANNING CEMETERY. BEING A CEMETERY, FULL TAX EXEMPTION IS GRANTED UNDER 105-287.2 BURIAL PROPERTY. TAXES PAID ARE BEING REFUNDED FOR TAX YEAR 2014.	(\$1,620)	2821	DHILL	0 NO ADDRESS ASSIGNED HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$8.71 \$0.00 \$8.71 \$1.61 \$0.00	\$8.71 \$0.00 \$8.71 \$1.61 \$0.00	\$8.71 \$0.00 \$8.71 \$1.61 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0003080645-2015-2015-0000	PARCEL #1015718 THIS PARCEL WAS PREVIOUSLY TITLED TO JOSEPH GARRETT. VIA DEED BOOK 1520, PAGE 41, RECORDED IN THE HENDERSON COUNTY REGISTRY DATED 1-4-2013, WAS TRANSFERRED TO THE PITILLO LANNING CEMETERY. BEING A CEMETERY, FULL TAX EXEMPTION IS GRANTED UNDER 105-287.2 BURIAL PROPERTY. 2015 BILL RELEASED.	(\$1,695)	2818	DHILL	0 NO ADDRESS ASSIGNED HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$8.71 \$0.00 \$8.71 \$1.78 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$8.71 \$0.00 \$8.71 \$1.78 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>									<b>ABSTRACT TOTAL:</b>	<b>\$10.94</b>	<b>\$0.00</b>
	<b>OWNER TOTAL:</b>									<b>ABSTRACT TOTAL:</b>	<b>\$20.81</b>	<b>\$10.32</b>



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAYD	RELEASE	REFUND
LONG, PATRICK M	0003084876-2015-2015-0000	THIS BILL IS FOR A PARCEL THAT WAS THE REMAINING PORTION OF A MAP CORRECTION. THIS PARCEL WAS ABSORBED BY PARCEL 1017506 DURING A COMBINATION BUT WAS NOT RETIRED AT THE TIME FOR YEAR 2015. THE LAND THAT IS REPRESENTED IN THIS TAX BILL IS BEING ASSESSED AND BILLED WITHIN THE LAND OF PARCEL 1017506, WHICH HAS A BILL IN YEAR 2015, AND THEREFORE SHOULD BE RELEASED FOR YEAR 2015. PARCEL 1016141 HAS NOW BEEN RETIRED IN YEAR 2015 AND 2016 IN THE CAVA SYSTEM.	(\$43,200)	2904	EWARREN	0 NO ADDRESS ASSIGNED ZIRCONIA NC 28790	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$221.88 \$0.00 \$34.56 \$0.00	\$0.00 \$0.00 \$0.00	\$221.88 \$0.00 \$221.88 \$34.56 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$43,200)</b>							ABSTRACT TOTAL	\$256.44	\$0.00
LUDWIG, CHARLES FREDERICK	0003086266-2015-2015-0000	VALUE DECREASE ON 2014 HOMEMADE BOAT DUE TO APPEAL. TOTAL COST OF CONSTRUCTION WAS \$435. ADJUSTED TO \$1000 PER OWNER'S OPINION OF VALUE. PHOTOS ON FILE.	(\$4,000)	2934	KATHYS	127 QUAIL LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$25.68 \$2.57 \$22.59 \$6.50 \$0.65	\$0.00 \$0.00 \$0.00 \$0.00	\$20.54 \$2.05 \$22.59 \$5.20 \$0.52	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$4,000)</b>							ABSTRACT TOTAL	\$28.31	\$0.00
MARTIN, TOMMY C	0003086730-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. DOUBLE BILLED. CORRECT ACCOUNT WE BILLED ON IS 889966935.	(\$3,050)	2791	CLOWBARDO	HENDERSON COUNTY	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$15.66 \$1.57 \$17.23 \$3.97 \$0.40	\$0.00 \$0.00 \$0.00 \$0.00	\$15.66 \$1.57 \$17.23 \$3.97 \$0.40	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$3,050)</b>							ABSTRACT TOTAL	\$21.60	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MAZE, LOIS J	0000699236-2015-2015-0000	RELEASE 2015 TAX BILL ON 1970 AZAL PERSONAL PROPERTY MANUFACTURED HOME. THIS 1970 MODEL WAS JUNKED AND THERE IS A NEW 2014 MANUFACTURED HOME IN ITS PLACE. WE BILLED THIS SAME TAXPAYER FOR 2015 ON THE NEW 2014 CLAYTON MANUFACTURED HOME ON ACCOUNT NUMBER 889973345 AT THE SAME SITUS OF 119 OAKWOOD ROAD IN HENDERSONVILLE ON .17 OF AN ACRE (THIS PARCEL IS ONLY BIG ENOUGH FOR ONE MANUFACTURED HOME).	(\$2,700)	2845	CLOMBARDO	119 OAKWOOD RD NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$13.87 \$1.39 \$15.26 \$3.24 \$0.32 \$3.56 \$18.82	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13.87 \$1.39 \$15.26 \$3.24 \$0.32 \$3.56 \$18.82	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
MCNUTT III FRANKLIN HOLBROOK	0003086207-2015-2015-0000	THIS IS A SMALL 40' X 46" TRAILER PURCHASED FROM HARBOR FREIGHT FOR \$399. ATTACHED IS LIKE TRAILER FROM HARBOR FREIGHT. REDUCING THE VALUE FROM \$5,000 TO \$500 WHICH THE TAXPAYER AGREED.	(\$4,500)	2811	PNOVOTNY	318 HEAVENS GATE HENDERSON COUNTY NC 28773	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$25.68 \$0.00 \$23.11 \$5.00	\$0.00 \$0.00 \$0.00 \$0.00	\$23.11 \$0.00 \$23.11 \$4.50	\$0.00 \$0.00 \$0.00 \$0.00
MEDD, CHARLES HENRY	0000207114-2015-2015-0000	RELEASE OF THE 1981 PALOMINO CAMPING TRAILER AND 1994 HONDA PC800. BOTH VEHICLES ARE TAGGED. DOCUMENTATION ON FILE.	(\$4,500)	2834	PNOVOTNY	259 RED GATES LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$35.03 \$0.00 \$35.03 \$8.87 \$0.00 \$8.87	\$35.03 \$0.00 \$35.03 \$8.87 \$0.00 \$8.87	\$6.78 \$0.00 \$6.78 \$1.72 \$0.00 \$1.72	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
MERRILL, SARA C	0002872103-2015-2015-0000	SEE ABSTRACT NUMBER 2872103 2015/2015 0001. TAX RELIEF REMOVED FOR 2015 TAX YEAR BECAUSE SARA MERRILL DIED 06/09/15 PER ELIZABETH GRANT, WHO CAME INTO THE ASSESSOR'S OFFICE ON 08/05/15. MS. GRANT INFORMED US THAT SHE HAS INHERITED THIS PROPERTY. THIS ADJUSTMENT IS TO REMOVE TAX RELIEF AND ISSUE A NEW BILL.	(\$1,320)	2852	KWOODY	583 GEORGE CHASTAIN RD MILLS RIVER NC 28759	COUNTY	TAX LATE LIST FEE TOTAL:	\$668.71 \$0.00 \$668.71	\$0.00 \$0.00 \$0.00	\$433.99 \$0.00 \$433.99	\$0.00 \$0.00 \$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MERRILL, SARA C												
MURPHY CUSTOM CABINETRY, INC.	0003086095-2015-2015-0000	DUPLICATE ABSTRACT FOR 2015 COCA PERMANENT TAG #AC91499 UTILITY TRAILER. BILLED ON ABSTRACT #3086510.	(\$3,500)	2788	BSLATTERY	633 SUNRISE DR HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$17.98 \$0.00 \$17.98 \$3.33 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$483.99 \$17.98 \$0.00 \$17.98 \$3.33 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$3,500)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$21.31</b>	<b>\$0.00</b>
ORR CO INC	0003065879-2015-2015-0000	2002 HWKE UTILITY TRAILER ASSESSED FOR 16,151,700 DUE TO CLERICAL ERROR. ADJUSTED TO \$1615 BASED ON PRIOR YEAR DEPRECIATED VALUE.	(\$16,150,085)	2783	BSLATTERY	3228 SPARTANBURG HWY	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$82,955.13 \$0.00 \$82,955.13 \$19,382.04 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$82,946.84 \$0.00 \$82,946.84 \$19,380.10 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$16,150,085)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$102,326.94</b>	<b>\$0.00</b>
PIPPIN, CONSTANCE FAITH	0002914030-2011-2011-0001	ASSUMED NAME WAS GIVEN IN 2010; NO FILINGS EVER MADE WITH SECRETARY OF STATE. THE BUSINESS WAS NEVER OPENED AND TAXPAYER MOVED OUT OF STATE TO ARIZONA SHORTLY AFTER GETTING AN ASSUMED NAME. BILL RELEASED. PER CONSTANCE PIPPIN 8/19/2015 12:09PM 520-510-5906	(\$2,000)	2885	JKITCHEN	ZIRCONIA NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$10.27 \$1.03 \$11.30 \$1.30 \$0.13	\$0.00 \$0.00 \$0.00 \$0.00	\$10.27 \$1.03 \$11.30 \$1.30 \$0.13	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$2,000)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$12.73</b>	<b>\$0.00</b>
PIPPIN, CONSTANCE FAITH	0002914030-2012-2012-0000	ASSUMED NAME WAS GIVEN IN 2010; NO FILINGS EVER MADE WITH SECRETARY OF STATE. THE BUSINESS WAS NEVER OPENED AND TAXPAYER MOVED OUT OF STATE TO ARIZONA SHORTLY AFTER GETTING AN ASSUMED NAME. BILL RELEASED. PER CONSTANCE PIPPIN 8/19/2015 12:09PM 520-510-5906	(\$5,000)	2886	JKITCHEN	ZIRCONIA NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$25.68 \$2.57 \$28.25 \$3.25 \$0.33	\$0.00 \$0.00 \$0.00 \$0.00	\$25.68 \$2.57 \$28.25 \$3.25 \$0.33	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$5,000)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$31.83</b>	<b>\$0.00</b>

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	STATUS/ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND	
PIPPIN, CONSTANCE FAITH	0002914030-2013-0000	ASSUMED NAME WAS GIVEN IN 2010; NO FILINGS EVER MADE WITH SECRETARY OF STATE. THE BUSINESS WAS NEVER OPENED AND TAXPAYER MOVED OUT OF STATE TO ARIZONA SHORTLY AFTER GETTING AN ASSUMED NAME. BILL RELEASED. PER CONSTANCE PIPPIN 8/19/2015 12:09PM 520-510-5906	(\$6,000)	2887	JKITCHEN	ZIRCONIA NC	COUNTY	TAX	\$30.82	\$0.00	\$30.82	\$0.00	
								LATE LIST FEE	\$3.08	\$0.00	\$3.08	\$0.00	
								TOTAL	\$33.90	\$0.00	\$33.90	\$0.00	
								TAX	\$4.20	\$0.00	\$4.20	\$0.00	
								LATE LIST FEE	\$0.42	\$0.00	\$0.42	\$0.00	
								TOTAL	\$4.62	\$0.00	\$4.62	\$0.00	
								ABSTRACT TOTAL	\$38.52	\$0.00	\$38.52	\$0.00	
PROCTOR-HARD, ELSTE	0002914030-2014-0000	ASSUMED NAME WAS GIVEN IN 2010; NO FILINGS EVER MADE WITH SECRETARY OF STATE. THE BUSINESS WAS NEVER OPENED AND TAXPAYER MOVED OUT OF STATE TO ARIZONA SHORTLY AFTER GETTING AN ASSUMED NAME. BILL RELEASED. PER CONSTANCE PIPPIN 8/19/2015 12:09PM 520-510-5906	(\$12,529)	2888	JKITCHEN	ZIRCONIA NC	COUNTY	TAX	\$64.35	\$0.00	\$64.35	\$0.00	
								LATE LIST FEE	\$6.43	\$0.00	\$6.43	\$0.00	
								TOTAL	\$70.78	\$0.00	\$70.78	\$0.00	
								TAX	\$8.77	\$0.00	\$8.77	\$0.00	
								LATE LIST FEE	\$0.88	\$0.00	\$0.88	\$0.00	
								TOTAL	\$9.65	\$0.00	\$9.65	\$0.00	
								ABSTRACT TOTAL	\$80.43	\$0.00	\$80.43	\$0.00	
PROCTOR-HARD, ELSTE	0002141301-2015-0000	ASSUMED NAME WAS GIVEN IN 2010; NO FILINGS EVER MADE WITH SECRETARY OF STATE. THE BUSINESS WAS NEVER OPENED AND TAXPAYER MOVED OUT OF STATE TO ARIZONA SHORTLY AFTER GETTING AN ASSUMED NAME. BILL RELEASED. PER CONSTANCE PIPPIN 8/19/2015 12:09PM 520-510-5906	(\$45,030)	2884	JKITCHEN	ZIRCONIA NC	COUNTY	TAX	\$77.19	\$0.00	\$77.19	\$0.00	
								LATE LIST FEE	\$7.72	\$0.00	\$7.72	\$0.00	
								TOTAL	\$84.91	\$0.00	\$84.91	\$0.00	
								TAX	\$12.02	\$0.00	\$12.02	\$0.00	
								LATE LIST FEE	\$1.20	\$0.00	\$1.20	\$0.00	
								TOTAL	\$13.22	\$0.00	\$13.22	\$0.00	
								ABSTRACT TOTAL	\$98.13	\$0.00	\$98.13	\$0.00	
PROCTOR-HARD, ELSTE	0002141301-2015-0000	TAX RELIEF APPLICATION WAS APPROVED AFTER BILLING PER G.S. 105-282.1.	(\$40,559)	2846	KWOODY	312 CRESCENT AV HENDERSONVILLE NC 28792	COUNTY	TAX	\$382.12	\$0.00	\$382.12	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL	\$382.12	\$0.00	\$382.12	\$0.00	
								TAX	\$764.24	\$0.00	\$764.24	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL	\$764.24	\$0.00	\$764.24	\$0.00	
								ABSTRACT TOTAL	\$764.24	\$0.00	\$764.24	\$0.00	
REVIS, MARCELLA D	0002868462-2015-0000	TAX RELIEF REMOVED BY LAND RECORDS WHEN DECEASED HUSBAND'S NAME WAS REMOVED FROM THE DEED. TAX RELIEF REINSTATED FOR 2015.	(\$70,000)	2849	KWOODY	115 JAMES E DAVIS DR. MILLS RIVER NC 28759	COUNTY	TAX	\$181.56	\$0.00	\$181.56	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL	\$181.56	\$0.00	\$181.56	\$0.00	
								TAX	\$359.52	\$0.00	\$359.52	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL	\$359.52	\$0.00	\$359.52	\$0.00	
								ABSTRACT TOTAL	\$359.52	\$0.00	\$359.52	\$0.00	

OWNER	ABSTRACT	NOJE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ROLLINS PROPERTIES LLC	0003085299-2015-2015-0000	ALL PROPERTY (INCLUDING BUSINESS PERSONAL PROPERTY) INSIDE BUSINESS IS BEING BILLED UNDER STEPPING STONE (ABSTRACT #182671). BILL RELEASED.	(\$16,265)	2794	JKTTCHEH	538 N OAK ST HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$83.54 \$8.35	\$0.00 \$0.00	\$83.54 \$8.35 \$91.89 \$91.89	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$16,265)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$91.89</b>	<b>\$0.00</b>
RYDER TRUCK RENTAL	0000007908-2015-2015-0000	VEHICLE OF VIN ENDING IN FY9723 WAS ON LIST TWICE. ONE REMOVED. BILL/ASSESSMENT CORRECTED.	(\$116,210)	2809	JKTTCHEH	65 OLD BRICKYARD RD FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL:	\$30,968.57 \$0.00	\$0.00 \$0.00	\$596.85 \$0.00 \$596.85 \$133.64	\$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$116,210)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$730.49</b>	<b>\$0.00</b>
SMART START INC	0003057599-2015-2015-0000	BUSINESS HAD MOVED TO BUNCOMBE COUNTY LAST YEAR; BILL RELEASED AND IS NOW BEING BILLED AS OF 2015 IN BUNCOMBE COUNTY PER JANICE FRANK. BPP FOR BUNCOMBE COUNTY. 828-850-4929	(\$31,389)	2837	JKTTCHEH	370 BUTLER BRIDGE RD FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL:	\$161.21 \$0.00	\$0.00 \$0.00	\$161.21 \$161.21 \$36.10 \$0.00 \$36.10	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$31,389)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$197.31</b>	<b>\$0.00</b>
SMITH, JEANKS	0003086670-2015-2015-0000	RELEASE 2015 TAX BILL ON PERSONAL PROPERTY 1985 KOMFORT TRAVEL TRAILER IN BLUE RIDGE RV PARK. PERSONAL PROPERTY TAXES HAVE BEEN PAID TO YORK COUNTY, SOUTH CAROLINA. COPY OF TAX RECEIPT IS ON FILE.	(\$9,000)	2914	CLOMBARDO	SITUS ADDRESS NEEDED	COUNTY	TAX LATE LIST FEE TOTAL:	\$46.22 \$4.62	\$0.00 \$0.00	\$46.22 \$4.62 \$50.84 \$9.45 \$0.95 \$10.40 \$61.24	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$9,000)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$61.24</b>	<b>\$0.00</b>

\*Adjustments submitted for approval on or before 8/28/2015

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
SPECIAL SERVICE FREIGHT COMPANY OF THE CAROLINAS	0003081309-2015-2015-0000	VALUE ON THE 2007 COLUMBIA 112 FREIGHTLINER REDUCED FROM 41,981 TO 28,750. VALUE OF 2006 MED DUTY WZ 106 REDUCED FROM 36,660 TO 11,425. NEW VALUES FOR THESE TRUCKS CAME FROM RESEARCH USING NADA AND TRUCKPAPER.COM. DOCUMENTATION ON FILE.	(\$37,466)	2913	PNOVOTNY	63 FLETCHER COMMERCIAL DR FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL	\$479.55 \$0.00	\$0.00 \$0.00	\$192.43 \$0.00	\$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$37,466)</b>							ABSTRACT TOTAL	\$192.43	\$0.00
STONE COTTAGE DESIGN WORKS	0002793257-2015-2015-0000	BUSINESS CLOSED IN 2014. PAYING 2014 BILL TODAY (8/17/2015) BILL RELEASED FOR 2015.	(\$5,140)	2872	JKTCHEN	1220 N MAIN ST UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL	\$26.40 \$2.64	\$0.00 \$0.00	\$26.40 \$2.64	\$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$5,140)</b>							ABSTRACT TOTAL	\$29.04	\$0.00
STRAUSS & ASSOCIATES P.A.	0000670307-2015-2015-0000	OFFICE DISCOVERED BUSINESS. BUSINESS THEN SUBMITTED LISTING FORM AFTER BILL WAS SENT. BUSINESS LISTED A LESSER AMOUNT OF VALUE SATISFACTORY TO OFFICE. REBILLED UNDER UPDATED INFORMATION GIVEN BY BUSINESS/TAXPAYER.	(\$18,350)	2928	JKTCHEN	104 N WASHINGTON ST UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL	\$94.25 \$9.42	\$0.00 \$0.00	\$94.25 \$9.42	\$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$18,350)</b>							ABSTRACT TOTAL	\$103.67	\$0.00
SUBB, HAL	0003086686-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY TRAVEL TRAILER AT APPLE VALLEY RV PARK. TRAVEL TRAILER HAS CURRENT SOUTH CAROLINA TAG AND IS PAYING PERSONAL PROPERTY TAXES TO CHARLESTON COUNTY IN SOUTH CAROLINA. VERIFIED BY EMAIL FROM NATASHA STREETS, PROJECT OFFICER OF CHARLESTON COUNTY AUDITOR'S OFFICE. TRAVEL TRAILER WAS ONLY IN PARK FROM JANUARY 2015- MARCH 2015.	(\$11,650)	2800	CLOMBARDO	APPLE VALLEY RV PARK LOT 26	COUNTY	TAX LATE LIST FEE TOTAL	\$59.83 \$5.98	\$0.00 \$0.00	\$59.83 \$5.98	\$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$11,650)</b>							ABSTRACT TOTAL	\$103.67	\$0.00
TANKERSLEY, JAMES TERRELL	0000005992-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. EMAIL ON FILE FROM THE INSPECTIONS DEPARTMENT STATING THIS MANUFACTURED HOME WAS TORN DOWN 12/1/2014.	(\$2,600)	2831	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL	\$13.35 \$1.34	\$0.00 \$0.00	\$13.35 \$1.34	\$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$2,600)</b>							ABSTRACT TOTAL	\$2.08	\$0.00
										ABSTRACT TOTAL	\$0.21	\$0.00



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
TANKERSLEY, JAMES TERRELL	0000005992-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. EMAIL ON FILE FROM THE INSPECTIONS DEPARTMENT STATING THIS MANUFACTURED HOME WAS TORN DOWN 12/1/2014.	(\$2,600)	2831	CLOMBARDO	HENDERSON COUNTY NC		TOTAL:			\$2.29	\$0.00
	<b>OWNER TOTAL:</b>									ABSTRACT TOTAL:	\$16.98	\$0.00
THOMAS, JOEL	0000580934-2015-2015-0000	RELEASE 2015 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. TITLE JUNKED 07/21/2014 PER DIVISION OF MOTOR VEHICLES. FIELD REVIEW VERIFIED MANUFACTURED HOME HAS BEEN LONG GONE. VOID MANUFACTURED HOME FOR 2015 AND FORWARD	(\$4,900)	2829	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$25.17	\$0.00	\$25.17	\$0.00
	<b>OWNER TOTAL:</b>							TOTAL:	\$0.00	\$0.00	\$25.17	\$0.00
						MOUNTAIN HOME FIRE		TAX	\$5.88	\$0.00	\$5.88	\$0.00
								TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
	<b>OWNER TOTAL:</b>							ABSTRACT TOTAL:		\$31.05	\$0.00	\$0.00
THOMPSON, WILLIAM THERRELL	0002917343-2015-2015-0000	1999 BENNINGTON PONTOON LISTED AND TAXES PAID IN GRAHAM COUNTY. DOCUMENTATION ON FILE.	(\$4,900)	2943	KATHYS	48 BUSK DR UNINCORPORATED	COUNTY	TAX	\$55.70	\$0.00	\$40.88	\$0.00
	<b>OWNER TOTAL:</b>							TOTAL:	\$5.57	\$0.00	\$4.09	\$0.00
								ABSTRACT TOTAL:		\$44.97	\$0.00	\$0.00
THOMSEN, LORETTA DISEPALO	0000167848-2015-2015-0000	TAX RELIEF REMOVED BY LAND RECORDS WHEN HUSBAND'S NAME REMOVED FROM DEED. TAX RELIEF REINSTATED FOR 2015.	(\$7,960)	2848	KWOODY	2908 BREVARD RD HENDERSONVILLE NC 28739	COUNTY	TAX	\$357.21	\$357.21	\$714.42	\$714.42
	<b>OWNER TOTAL:</b>							TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
								ABSTRACT TOTAL:		\$714.42	\$714.42	\$714.42
TYCO INTEGRATED SECURITY LLC	0003060152-2015-2015-0000	BUSINESS IS LOCATED IN BUNCOMBE COUNTY; NOT HENDERSON. BILL RELEASED.	(\$139,100)	2908	JIKTCHEN	332 RUTLEDGE RD	COUNTY	TAX	\$7.80	\$0.00	\$7.80	\$0.00
	<b>OWNER TOTAL:</b>							TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
								ABSTRACT TOTAL:		\$7.80	\$7.80	\$0.00
	<b>OWNER TOTAL:</b>							ABSTRACT TOTAL:		\$7.80	\$7.80	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
VERBRUGGEN, ANTHONY	0000481130-2015-2015-0000	TAX RELIEF REMOVED BY LAND RECORDS WHEN WIFE'S NAME REMOVED FROM DEED. TAX RELIEF REINSTATED FOR 2015.	(\$81,500)	2847	KWOODY	205 GREYSTONE DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$209.29 \$0.00	\$0.00 \$0.00	\$418.58 \$0.00	\$209.29 \$0.00 \$209.29 \$209.29
<b>OWNER TOTAL:</b>												
WADDELL, KENRIC A	0002917195-2013-2013-0000	SOLD 1995 TRACKER IN 2012 PER TAXPAYER. VERIFIED OWNERSHIP TRANSFER ON 2/29/12 WITH NC WILDLIFE. RELEASE TRACKER PORTION OF BILL FOR 2013-2015.	(\$81,500)	2921	BSLATTERY	63 IVY LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$29.81 \$2.98	\$0.00 \$0.00	\$7.45 \$0.74	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
	0002917195-2014-2014-0000	SOLD 1995 TRACKER IN 2012 PER TAXPAYER. VERIFIED OWNERSHIP TRANSFER ON 2/29/12 WITH NC WILDLIFE. RELEASE TRACKER PORTION OF BILL FOR 2013-2015.	(\$1,280)	2922	BSLATTERY	63 IVY LN UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$28.35 \$2.84	\$0.00 \$0.00	\$7.09 \$0.71	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
	0002917195-2015-2015-0000	SOLD 1995 TRACKER IN 2012 PER TAXPAYER. VERIFIED OWNERSHIP TRANSFER ON 2/29/12 WITH NC WILDLIFE. RELEASE TRACKER PORTION OF BILL FOR 2013-2015.	(\$1,300)	2923	BSLATTERY	63 IVY LN UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$26.88 \$2.69	\$0.00 \$0.00	\$6.68 \$0.67	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
WATERWAY VENTURES	0002770100-2015-2015-0000	PROPERTY WAS SOLD IN 2014. ALL BUSINESS PERSONAL PROPERTY WAS MOVED BACK TO MYRTLE BEACH, SC. BILL RELEASED.	(\$4,130)	2920	JKITCHEN	490 LLOYD WILLIAMS RD UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$60.40 \$6.04	\$0.00 \$0.00	\$60.40 \$6.04	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
	0002772324-2015-2015-0000	PROPERTY WAS SOLD IN 2014. ALL BUSINESS PERSONAL PROPERTY WAS MOVED BACK TO MYRTLE BEACH, SC. BILL RELEASED.	(\$18,000)	2919	JKITCHEN	480 LLOYD WILLIAMS RD NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$92.45 \$9.24	\$0.00 \$0.00	\$92.45 \$9.24	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
						EDNEYVILLE FIRE		TAX LATE LIST FEE TOTAL:	\$12.35 \$1.23	\$0.00 \$0.00	\$12.35 \$1.23	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
						EDNEYVILLE FIRE		TAX LATE LIST FEE TOTAL:	\$18.90 \$1.89	\$0.00 \$0.00	\$18.90 \$1.89	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
								TAX LATE LIST FEE TOTAL:	\$92.45 \$9.24	\$0.00 \$0.00	\$92.45 \$9.24	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
								TAX LATE LIST FEE TOTAL:	\$18.90 \$1.89	\$0.00 \$0.00	\$18.90 \$1.89	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
								TAX LATE LIST FEE TOTAL:	\$92.45 \$9.24	\$0.00 \$0.00	\$92.45 \$9.24	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												

\*Adjustments submitted for approval on or before 8/28/2015



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
WATERWAY VENTURES	0002986884-2015-2015-0000	PROPERTY WAS SOLD IN 2014. ALL BUSINESS PERSONAL PROPERTY WAS MOVED BACK TO MYRTLE BEACH, SC. BILL RELEASED.	(\$15,600)	2918	JKTCHEN	470 LLOYD WILLIAMS RD NC	COUNTY	TAX	\$80.12	\$0.00	\$80.12	\$0.00
								LATE LIST FEE	\$8.01	\$0.00	\$8.01	\$0.00
								TOTAL:	\$88.13	\$0.00	\$88.13	\$0.00
							EDNEYVILLE FIRE	TAX	\$16.38	\$0.00	\$16.38	\$0.00
								LATE LIST FEE	\$1.64	\$0.00	\$1.64	\$0.00
								TOTAL:	\$18.02	\$0.00	\$18.02	\$0.00
								ABSTRACT TOTAL:	\$106.15	\$0.00	\$106.15	\$0.00
								OWNER TOTAL:	\$308.65	\$0.00	\$308.65	\$0.00
GRAND TOTALS:			(\$19,756,610)								\$122,313.29	\$2,397.30

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

THOMAS THOMPSON  
Chairman  
CHARLES MESSER  
Vice-Chairman

GRADY HAWKINS  
WILLIAM G. LAPSLEY  
J. MICHAEL EDNEY

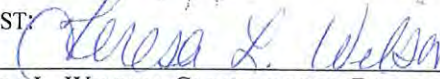
## RESOLUTION ACKNOWLEDGING SEPTEMBER 17-23, 2015 AS CONSTITUTION WEEK

- WHEREAS,** September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and
- WHEREAS,** it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and
- WHEREAS,** it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and
- WHEREAS,** public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week:

**NOW, THEREFORE,** Commissioners of Henderson County of the state of North Carolina do hereby proclaim September 17 through 23, 2015 to be Constitution Week in Henderson County and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Adopted this 8<sup>th</sup> day of September, 2015.

  
THOMAS H. THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:   
TERESA L. WILSON, CLERK TO THE BOARD

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THOMAS THOMPSON  
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CHARLIE MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

## RESOLUTION IN SUPPORT OF HISTORIC MARKERS PROJECT IN HENDERSON COUNTY, NORTH CAROLINA

**WHEREAS,** the Henderson County Heritage Museum has proposed to support a Historic Markers Project within Henderson County; and

**WHEREAS,** Historic Markers will promote social, heritage, economic, health and benefits preserving Henderson County's trails and tourism; and

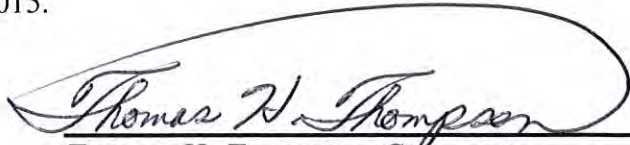
**WHEREAS,** Henderson County supports the Historic Markers Project in the County and encourages the Municipalities to proceed with this project; and

**WHEREAS,** an Advisory Board will be established to compile, document, prioritize, implement, fundraise, and install approved Historic Markers designated appropriate to preserve the heritage and education for the benefit of Henderson County;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners supports the Historic Markers Project in Henderson County and encourages the Municipalities to proceed with this project.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 8th day of September, 2015.

  
THOMAS H. THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD



**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS  
AND AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY  
BY PRIVATE SALE**

**WHEREAS**, Henderson County owns the vehicles and associated equipment itemized on the attached Exhibit B, hereinafter referred to as "surplus property", that is either obsolete or no longer needed for any governmental use by the County; and

**WHEREAS**, the Henderson County Board of Commissioners is desirous of declaring the vehicles and associated equipment as surplus and selling via private sale to the Hendersonville Housing Authority as authorized by NCGS 160A-274; and

**WHEREAS**, it is the intent of the County to sell said surplus vehicles and associated equipment.

**NOW THEREFORE BE IT RESOLVED**, by the Henderson County Board of Commissioners as follows:

1. The vehicles and associated equipment itemized on the attached Exhibit B are hereby declared to be surplus property.
2. The Henderson County Sheriff's Department is hereby authorized to dispose by private sale, the surplus property described above to the Hendersonville Housing Authority.
3. All surplus property will be sold "as is", all sales final. Henderson County makes no express or implied warranties of merchantability of any surplus property, or part thereof, or its fitness for any particular purpose regardless of any oral statements that may be made concerning the surplus property or any part thereof.

**THIS** the 8th day of September, 2015.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY: *Thomas H. Thompson*  
Thomas H. Thompson, Chairman

**ATTEST:**

*Teresa L. Wilson*  
Teresa L. Wilson, Clerk to the Board

[OFFICIAL SEAL]



**Exhibit B**

**List of surplus vehicles:**

<u>DEPARTMENT</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HC#</u>	<u>VIN#</u>	<u>Asset#</u>
Sheriff	2010	Dodge	Charger	SH-219	2B3AA4CT4AH161769	14258
Sheriff	2010	Dodge	Charger	SH-236	2B3AA4CT2AH161768	14257

**HENDERSON COUNTY  
NORTH CAROLINA**

**Before the Board of Commissioners**

Pursuant to N.C. Gen. Stat. §153A-241, this Board has the power to close public roads and easements which are both not within a municipality and not under the control of the North Carolina Department of Transportation.

Neal Erwin Jackson has petitioned the Board for the closure of the remaining (unclosed by a previous action of this Board) portion of "Rogers Avenue", an unopened right of way located in the East Flat Rock area of Henderson County which meets the criteria, above.

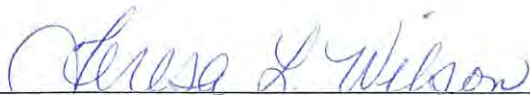
Prior to closing such an easement, the Board must first adopt a resolution indicating its intent to consider the same, and call a public hearing on the issue.

**NOW, THEREFORE, BE IT RESOLVED** that the Board will consider the closing of the remaining portion of Rogers Avenue at its regularly scheduled meeting on October 5, 2015, after a public hearing. The Board hereby calls a public hearing to be held on this issue on such date, and directs staff to provide notice, pursuant to N.C. Gen. Stat. §153A-241, of the same.

Duly adopted, this the 8<sup>th</sup> day of September, 2015.

  
THOMAS H. THOMPSON, Chairman  
Henderson County Board of Commissioners

Attest:

  
TERESA L. WILSON  
Clerk to the Board of Commissioners

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Vice-Chairman

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

September 8, 2015

Brian Hill  
Smart Start Cycling

Re: October 4<sup>th</sup> cycling event in Henderson County

Dear Mr. Hill.

Henderson County does not own any roads along the proposed route for your October 4<sup>th</sup> Tryon Difficile Ultra Cross cycling event. However, Henderson County has no objection to the event, given that you have already worked out certain logistics with the Sheriff's Department and EMS. Please follow all rules and regulations as set forth by the NC Department of Transportation during the event.

We appreciate you making us aware of the event, and wish you well.

Sincerely,



Thomas H. Thompson, Chairman  
Henderson County Board of Commissioners



**LEASE**  
**BETWEEN**

**COUNTY OF HENDERSON,**  
a body corporate and politic of North Carolina  
("LANDLORD")

**AND**

**WINGATE UNIVERSITY.**  
a North Carolina not for profit corporation  
("TENANT")

\_\_\_\_\_, 2015

for space in the

**HENDERSON COUNTY HEALTH SCIENCES EDUCATION CENTER**

**LEASE AGREEMENT**

This Lease Agreement (the "Lease") is made and entered into on the 8<sup>th</sup> day of September, 2015, between the **County of Henderson**, a body corporate and politic of the State of North Carolina, ("Landlord") and **Wingate University**, a non-profit corporation organized and existing under the laws of the State of North Carolina ("Tenant").

**WITNESSETH:**

In consideration of the mutual agreements of the parties herein, including the rentals agreed to be paid by Tenant to Landlord, Landlord leases to Tenant, and Tenant leases from Landlord the following described Premises upon the following terms and conditions:

1. **Definitions.** The following are definitions of some of the defined terms used in this Lease. The definition of other defined terms are found throughout this Lease.

A. "Building" shall mean the education and medical facility to be constructed on Henderson County tax parcel 1009121 (the "Land") located at the northeast corner of the intersection of Sixth Avenue West and North Oak Street in the City of Hendersonville, County of Henderson, State of North Carolina, to be known as the Henderson County Health Sciences Education Center.

B. "Base Rent": Base Rent will be paid in monthly installments, and shall be determined according to the following schedule, subject to the provisions of Section 5. hereof. For the purposes of this Section I.B., "Lease Year" in the first year of this Lease Agreement shall mean the period commencing on the Commencement Date, and ending 4 April next following the Commencement Date, and thereafter shall be the twelve month period ending each 4 April.

PERIOD	BASE ANNUAL RENT
Commencement Date through 4 April 2018	\$453,237.00 (calculated at \$17.00 per square foot per year multiplied by the size of the premises stated below)
5 April 2018 through 4 April 2020	Previous Base Rent adjusted by the Index for the period beginning 4 April 2014 and ending 4 April 2018
5 April 2020 through 4 April 2022	Previous Base Rent adjusted by the Index for the period beginning on 5 April 2018 and ending 4 April 2020
5 April 2022 through 4 April 2024	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2020
5 April 2024 through 4 April 2026	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2022
5 April 2026 through 4 April 2028	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2024
5 April 2028 through 4 April 2030	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2026
5 April 2030 through 4 April 2032	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2028
5 April 2032 through 4 April 2034	Previous Base Rent adjusted by the Index for the two-year period beginning on 5 April 2030
5 April 2034 through Termination Date	Previous Base Rent adjusted by the Index for the two-

The Base Rent due for the first month during the Lease Term (hereinafter defined) shall be paid by Tenant to Landlord contemporaneously with Tenant's execution hereof.

C. "Commencement Date," "Lease Term" and "Termination Date" shall have the following meanings: The "Lease Term" or "Term" shall mean a period of two hundred forty (240) months commencing on the later to occur of (a) 1 July 2016 (the "Target Commencement Date") and (b) the first day of Tenant's semester following the date upon which Landlord's Work has been substantially completed as such date is determined pursuant to Section 3.A. hereof (the later to occur of such dates being defined as the "Commencement Date"), provided that in no event shall the Commencement Date occur before Tenant has had access to the Premises for a period of thirty (30) days for purposes of moving Tenant's furniture, fixtures and equipment into the Premises. The "Termination Date" shall, unless sooner terminated as provided herein, mean the last day of the Lease Term. Notwithstanding the foregoing, if the Termination Date, as determined herein, does not occur on the last day of a calendar month, the Lease Term shall be extended by the number of days necessary to cause the Termination Date to occur on the last day of the last calendar month of the Lease Term. Tenant shall pay Base Rent for such additional days at the same rate payable for the portion of the last calendar month immediately preceding such extension. The Commencement Date, Lease Term (including any extension pursuant to this subsection I.C.) and Termination Date shall be set forth in a Commencement Letter prepared by Landlord and executed by Tenant and Landlord in accordance with the provisions of Section 3.A. hereof.

D. "Premises" shall mean the space located on the second floor of the Building and to be rented to and by the Tenant hereunder, labeled as "Wingate" on Exhibit A to this Lease, including any fixtures, furnishings and equipment installed by Landlord as a part of the Landlord's Work.

E. "Rentable Area in the Premises" shall mean (i) the rentable area contained within the Premises as determined in accordance with the standards set forth in the 2006 edition of the Building Owners and Managers Association / American National Standards Institute "Standard Method for Measuring Floor Area in Office Buildings (the "BOMA Standard") plus (ii) one half of the rentable area of the classrooms, breakout rooms and lecture halls (collectively, the "Shared Classrooms") on the second and third floors of the Building labeled as "Shared" on Exhibit A hereto, to be used exclusively by Tenant and Blue Ridge Community College ("BRCC") during the Term. Tenant shall have the right to install classroom seating of its choice in Shared Classrooms 2000, 2027, 2023, 2015 and 3001 as depicted on Exhibit A. For purposes of the Lease it is agreed and stipulated by both Landlord and Tenant that the Rentable Area in the Premises is twenty-six thousand six hundred sixty-one (26,661) square feet.

F. The "Rentable Area in the Building" shall mean the rentable area contained within the Building as determined in accordance with the BOMA Standard and is estimated to be 94,852 square feet. The Rentable Area in the Building as set forth herein may be revised at Landlord's election if Landlord's architect determines such estimate to be inaccurate in any material degree after examination of the final as-built drawings of the Building.

G. "Permitted Use" shall mean use for general office, educational and/or other purposes exempt for Tenant under the tax exemption granted the Tenant pursuant to Section 501(c)(3) of

the Internal Revenue Code only, and no other use or purpose, and shall be subject to all the provisions of paragraph 4 ("Use"), below.

H. "Building Standard" shall mean the type, brand, quality and/or quantity of materials Landlord designates from time-to-time to be the minimum quality and/or quantity to be used in the Building or the exclusive type, grade, quality and/or quantity of material to be used in the Building.

I. "Business Day(s)" shall mean Mondays through Fridays exclusive of the normal business holidays of New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day ("Holidays"). Landlord, from time to time during the Lease Term, shall have the right to designate additional Holidays upon the prior written consent of the Tenant.

J. "Common Areas" shall mean those areas located within the Building or on the Property used for corridors, elevator foyers, mail rooms, common restrooms, mechanical rooms, elevator mechanical rooms, property management office, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

K. "Default Rate" shall mean the lower of (i) the Prime Rate plus six percent (6%) or (ii) the Maximum Rate.

L. "Maximum Rate" shall mean the highest rate of interest from time-to-time permitted under applicable federal and state law.

M. "Index" shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average, All items, not seasonally adjusted, 1982-1984=100 reference base.

N. "Normal Operating Hours" for the Building shall mean 8:00 a.m. to 9:30 p.m. Mondays through Saturday, exclusive of Holidays.

O. "Prime Rate" shall mean the per annum interest rate announced by and quoted in the Wall Street Journal from time-to-time as the prime or base rate.

P. "Property" shall mean the Building and the parcel(s) of land on which it is located, other improvements located on such land, adjacent parcels of land that Landlord operates jointly with the Building, and other buildings and improvements located on such adjacent parcels of land.

Q. "Service Areas" shall mean those areas within the Building used for stairs, elevator shafts, flues, vents, stacks, pipe shafts and other vertical penetrations (but shall not include any such areas for the exclusive use of a particular tenant).

R. "Notice Addresses" shall mean the following addresses for Tenant and Landlord, respectively:

Tenant:

Wingate University  
P.O. Box 159  
Wingate, North Carolina 28174  
Attention: Vice President for Business, Chief Financial Officer

with copy to: Wingate University  
Campus Box 3063  
Wingate, NC 28174  
Attention: President

with copy to: McGuireWoods LLP  
201 N. Tryon Street, Suite 3000  
Charlotte, NC 28202  
Attention: Harrison Marshall

Landlord:  
County of Henderson  
1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Attn: Steve Wyatt

with a copy to:  
County of Henderson  
1 Historic Courthouse Square, Suite 5  
Hendersonville, North Carolina 28792  
Attn: Charles Russell Burrell

2. Lease Grant. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises together with the right, in common with others, to use the Common Areas and the right, in common with BRCC, to use the Shared Classrooms.

3. Adjustment of Commencement Date/Possession.

A. For purposes of Section 1.C. above, the construction work to be performed by Landlord with respect to the Property ("Landlord's Work"), as set forth on Exhibit B attached hereto (as the same may be revised or updated in accordance herewith, the "Plans") shall be deemed substantially completed on the date that Landlord's Work has been performed (or would have been performed absent any Delays, as hereinafter defined), as evidenced by (i) certificate(s) of occupancy issued by the applicable governmental authority (the "Certificate(s) of Occupancy") and (ii) a certificate from Landlord's architect confirming that Landlord's Work has been substantially completed in accordance with the Plans (the "Architect's Certificate"); provided, however, that if Landlord shall be delayed in substantially completing the Landlord's Work as a result of the occurrence of any of the following delays of which Landlord has provided Tenant written notice within two (2) Business Days after the occurrence thereof (a "Delay"):

(1) Tenant's failure to furnish information requested by Landlord or to respond to any request by Landlord for any approval of information within any time period prescribed herein, or if no time period is prescribed, then within five (5) Business Days of such request; or

- (2) Tenant's insistence on materials, finishes or installations that have long lead times after having first been informed by Landlord that such materials, finishes or installations will cause a Delay; or
- (3) Changes in any plans and specifications requested or agreed to by Tenant; or
- (4) Any written request by Tenant that Landlord delay the completion of any of the Landlord's Work; or
- (6) Any breach or default by Tenant in the performance of Tenant's obligations under this Lease; or
- (7) Any delay resulting from Tenant's having taken possession of the Premises for any reason prior to substantial completion of the Landlord's Work; or
- (8) Any other delay caused by Tenant, its agents, employees or independent contractors;

then, for purposes of determining the Commencement Date, the date of substantial completion shall be deemed to be the day that said Landlord's Work would have been substantially completed absent any such Delay(s). The Landlord's Work shall be deemed to be substantially completed on the date that Landlord's Work has been performed (or would have been performed absent any Delay(s)), as evidenced by the Certificate(s) of Occupancy and the Architect's Certificate, notwithstanding the lack of completion of any details of construction, mechanical adjustment or any other matter, the noncompletion of which does not materially interfere with Tenant's use of the Premises. If the Commencement Date does not occur by August 15, 2016, as reasonably extended due to any Delay(s), then Landlord shall reimburse Tenant on demand for any costs incurred by Tenant – including, without limitation, holdover rent or damages – due to such delay in substantial completion. If the Commencement Date does not occur by January 1, 2017, as reasonably extended due to any Delay(s), then Tenant shall have the right to terminate this Lease by giving written notice to Landlord at any time prior to the substantial completion of Landlord's Work. Except as aforesaid, the adjustment of the Commencement Date and, accordingly, the postponement of Tenant's obligation to pay Base Rent and other sums due hereunder shall be Tenant's sole remedy and shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy by Tenant on the Target Commencement Date.

If the date of the Commencement Date is materially delayed from the Target Commencement Date, then the Landlord may in its discretion offer other temporary premises to the Tenant for the period between the Target Commencement Date and the actual Commencement Date. If the Landlord exercises its discretion to so offer temporary premises to the Tenant, and the Tenant accepts the same, then the parties shall enter into a temporary lease with regard to the temporary premises.

When Landlord considers Landlord's Work to be substantially completed, Landlord will notify Tenant and within five (5) Business Days thereafter, the parties, together with representatives of the Construction Manager and the Architect, shall conduct a walk-through inspection of the Property and the Premises and identify in writing any incomplete items of the Landlord's Work as reasonably determined by Landlord and Tenant (the "Punchlist Items"), which Punchlist



Items Landlord shall remedy promptly, and in any event no later than thirty (30) days after such Punchlist Items are finally agreed upon.

Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a letter agreement (the "Commencement Letter") in recordable form (which Tenant shall have the right to record in the local public registry at Tenant's expense) setting forth the Commencement Date, the Termination Date and any other dates that are affected by the adjustment of the Commencement Date.

Notwithstanding any other provision hereof, no delay in completion of the Landlord's Work (or other work to be performed by the Landlord or its contractors on the Building or the Property) which does not materially affect the use of the Premises, the Shared Classrooms or the Common Areas by the Tenant shall delay the Commencement Date.

B. Tenant and Landlord agree that Tenant shall have the right to have a representative present for all regularly scheduled construction meetings (involving the project architect, the construction manager, the contractor, the county and other tenants) regarding the Landlord's Work. Tenant and Landlord further agree that Tenant is aware of the scope and nature of the Landlord's Work, and that the Tenant has had and will continue to have substantial input into the nature, design, construction and completion of the Premises. Landlord shall not make any changes to the Plans for the Premises or the Shared Classrooms without the prior written consent of Tenant. Tenant and Landlord further agree that Tenant shall have the right to review and object to any change orders in the nature or scope of the Landlord's Work which, in the reasonable opinion of the Landlord's Architect, Clark-Nexsen Architecture & Engineering, would delay the completion of the Premises. Any such proposed change orders shall be submitted in writing to the Tenant's construction representative as set forth in Section 3.D. below, and Tenant shall if it so desires make objection to the same, which objection must be in writing and delivered to the Landlord's Architect within ten (10) Business Days of the date notice of such proposed change order is made to the Tenant.

C. By taking possession of the Premises, Tenant is deemed to have accepted the Premises and agreed that the Premises is in good order and satisfactory condition except for any Punchlist Items or any latent defects of which Tenant notifies Landlord within one (1) year after the Commencement Date. Landlord's Work shall be performed in a good and workmanlike manner, using new materials, in compliance with all applicable laws, ordinances, orders, rules, regulations, codes and legal requirements. Landlord makes no representation or warranty as to the suitability of the Premises or the Building for Tenant's use.

D. Landlord's and Tenant's representative(s) for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative(s) upon written notice to the other:

Landlord's Representative:

Office:

Mobile:

Email:

Mr. John Mitchell

(828) 697-4819

(828) 553-2857

johnmitchell@hendersoncountync.org

Tenant's Representatives:

Mr. Scott Hunsucker, VP of Operations

Office:  
Mobile:  
Email:

Wingate University  
(704) 233-8220  
(704) 233-8221  
Scotth@Wingate.edu

and

Office:  
Mobile:  
Email:

Mr. Cameron L. Jackson, Assistant VP  
for Graduate and Professional Programs  
Wingate University  
(980) 359-1039  
(419) 575-8957  
c.jackson@wingate.edu

E. If Tenant takes possession of the Premises prior to the Commencement Date, such possession shall be subject to all the terms and conditions of the Lease and Tenant shall pay Base Rent to Landlord for each day of occupancy prior to the Commencement Date. Notwithstanding the foregoing, if Tenant, with Landlord's prior approval, takes possession of the Premises prior to the Commencement Date for the sole purpose of performing any Landlord-approved improvements therein or installing furniture, equipment or other personal property of Tenant, such possession shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rent with respect to the period of time prior to the Commencement Date during which Tenant performs such work. Nothing herein shall be construed as granting Tenant the right to take possession of the Premises prior to the Commencement Date, whether for construction, fixturing or any other purpose, without the prior consent of Landlord.

4. Use. The Premises shall be used for the Permitted Use and for no other purpose. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable judgment, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. Tenant will conduct its business and control its agents, servants, employees, customers, licensees, and invitees in such a manner as not to interfere with, annoy or disturb other tenants or Landlord in the management of the Building and the Property. Tenant will maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the use, condition, configuration or occupancy of the Premises, provided that Landlord shall be responsible for ensuring that the Premises and Property comply with all applicable laws, ordinances, orders, rules and regulations of government authorities (i) as of the Commencement Date, (ii) to the extent that any non-compliance with the same is caused by Landlord, its agents, employees, contractors, subcontractors or invitees or (iii) to the extent that any non-compliance with the same is caused by changes in applicable laws, ordinances, orders, rules and regulations of governmental authorities, or changes in interpretations thereof, following the Commencement Date. Tenant, within ten (10) days after the receipt thereof, shall provide Landlord with copies of any notices it receives with respect to a violation or alleged violation of any such laws, ordinances, orders, rules and regulations. Tenant, at its expense, will comply with all reasonable rules and regulations of the Building adopted and altered by Landlord from time-to-time and will cause all of its agents, employees, invitees and visitors to do so. All such changes to rules and regulations shall be sent by Landlord to Tenant in writing. During the Lease Term, Landlord will maintain the Common Areas in a clean and healthful condition and comply with all applicable laws, ordinances, orders, rules and regulations of governmental authorities with respect to the Common Areas.

Tenant expects that it will use and operate the Premises at all times during the Lease Term. Tenant represents that, except as is stated in this paragraph, during the Lease Term, the Premises will not be used other than for activities substantially related to Tenant's exempt purposes under Section 501(c)(3) of the Internal Revenue Code. Tenant does not know of any reason why the Premises will not be so used and operated in the absence of (1) supervening circumstances not now anticipated by Tenant, (2) adverse circumstances beyond the control of Tenant, or (3) obsolescence of such insubstantial parts or portions of the Premises as may occur as a result of normal use of the Premises. Notwithstanding the foregoing, Tenant will not change the use or operation of any portion of the Premises, or permit a third party to use or operate the Premises, during the Lease Term without prior written approval from the Landlord. Landlord agrees that such prior written approval will not be unreasonably withheld so long as any such third party is an exempt entity under Section 501(c)(3) of the Internal Revenue Code using the Premises in activities substantially related to its and Tenant's exempt purposes. Tenant acknowledges that it understands that the Landlord has (or will) financed or refinanced all or a portion of the Premises using federally tax-exempt debt obligations and that the use and operation of the Premises in a manner other than as described in this Section could jeopardize the tax-exempt status of such obligations, potentially resulting in significant financial and other consequences to the Landlord.

5. Base Rent.

A. Tenant covenants and agrees to pay to Landlord during the Lease Term, without any setoff or deduction except as otherwise expressly provided herein, the full amount of all Base Rent due hereunder and the full amount of all such other sums of money as shall become due under this Lease (including, without limitation, any charges for any other services, goods or materials furnished by Landlord at Tenant's written request and not otherwise required to be furnished by Landlord hereunder), all of which hereinafter may be collectively called "Rent." The Base Rent for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance in monthly installments on or before the first day of each calendar month during the Lease Term and any extensions or renewals hereof (provided that the first such installment shall be due within ten (10) Business Days following the Commencement Date), and Tenant hereby agrees to pay such Base Rent to Landlord without demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rent for such month or months shall be prorated, based on the number of days in such month. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct installment of Rent due under this Lease shall be deemed to be other than a payment on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other available remedy. The acceptance by Landlord of an installment of Rent on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for any other late payment beyond the applicable notice and cure period. All amounts received by Landlord from Tenant hereunder shall be applied first to the earliest accrued and unpaid Rent then outstanding. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease, except as expressly provided herein.

B. To the extent allowed by law, all installments of Rent not paid when due shall bear interest at the Default Rate from the date due until paid. In addition, if Tenant fails to pay any installment of Base Rent or any other item of Rent when due and payable hereunder, a "Late

Charge" equal to five percent (5%) of such unpaid amount will be due and payable immediately by Tenant to Landlord.

6. Security Deposit. There shall be no security deposit required.

7. Services to be Furnished by Landlord.

A. Landlord agrees to furnish Tenant the following services, in a manner consistent with such services provided to other first-class educational and/or medical office buildings in the Hendersonville market:

(1) Hot and cold water, and sewer, for use in the restrooms, laboratories and kitchen areas in the Premises and Shared Classrooms (and in any Common Areas on the floors on which the Premises and Shared Classrooms are located) 24 hours per day, 7 days per week.

(2) Central heat, ventilation and air conditioning in the Premises, Shared Classrooms and Common Areas, in season during Normal Operating Hours, at such temperatures and in such amounts as are considered by Landlord, in its reasonable judgment, to be standard for buildings of similar class, size, age and location, or as required by governmental authority. In the event that Tenant requires central heat, ventilation or air conditioning service at times other than Normal Operating Hours, such additional service shall be furnished only upon the written request of Tenant delivered to Landlord prior to 3:00 p.m. at least one Business Day in advance of the date for which such usage is requested. Tenant shall bear the entire cost of additional service as such costs are reasonably determined by Landlord from time-to-time, as additional Rent, within fifteen (15) Business Days after presentation of a reasonably detailed statement therefor by Landlord. Notwithstanding the foregoing, if Tenant provides written objections to the Landlord of the items included in such statement within such fifteen (15) Business Day period, then Landlord and Tenant shall endeavor in good faith to resolve such objections within fifteen (15) Business Days after delivery of Tenant's objection notice to Landlord, and if Landlord and Tenant are unable to resolve such objections within such period, Landlord and Tenant shall jointly select an independent HVAC engineer within ten (10) Business Days thereafter, which HVAC engineer shall resolve such dispute within fifteen (15) Business Days after his/her selection, and such decision shall be binding upon Landlord and Tenant. The fees of such HVAC engineer shall be paid equally by Landlord and Tenant.

(3) Maintenance, repair and cleaning of all Common Areas (including without limitation the Building structure and systems and snow and ice removal).

(4) Janitorial and cleaning service (including without limitation trash removal, recycling, cleaning white boards, vacuum classrooms and cleaning classroom desktops) in and about the Premises and Shared Classrooms on Business Days and Saturdays. Tenant shall not provide or use any other janitorial or cleaning services without Landlord's consent, not to be unreasonably withheld, conditioned or delayed, and then only subject to the supervision of Landlord and at Tenant's sole cost and responsibility and by a janitor, cleaning contractor or employees at all times reasonably satisfactory to Landlord.

(5) Electricity to the Premises, Shared Classrooms and Common Areas for the Permitted Use, 24 hours per day 7 days a week, in accordance with and subject to the terms and conditions of Section 11 of this Lease.

(6) Electric lamp, bulb and ballast replacement in the Premises, Shared Classrooms, Common Areas and Service Areas.

(7) Normal passenger elevator service (i.e., all passenger elevators are operating) in common with Landlord and other persons during Normal Operating Hours and normal freight elevator service in common with the Landlord and other persons during Normal Operating Hours. Such normal elevator service, passenger or freight, if furnished at other times, shall be optional with Landlord and shall never be deemed a continuing obligation. Landlord, however, shall provide limited passenger elevator service daily (i.e. at least one passenger elevator is operating) at all times when normal passenger elevator service is not provided.

(8) Access control to the Building during other than Normal Operating Hours shall be provided in such form as Landlord deems appropriate, provided that Tenant shall have access to the Premises 24 hours per day, 7 days per week. Landlord shall provide, at its sole cost and expense as a part of Landlord's Work, a means of entering the Premises on any day at any time as set forth in Exhibit B. Tenant shall cooperate fully in Landlord's efforts to maintain access control to the Building and shall follow all regulations promulgated by Landlord with respect thereto. Notwithstanding anything herein to the contrary Tenant expressly acknowledges and agrees that Landlord is not warranting the efficacy of any access personnel, service, procedures or equipment and that Tenant is not relying and shall not hereafter rely on any such personnel service, procedures or equipment. Landlord shall not be responsible or liable in any manner for failure of any access personnel, services, procedures or equipment to prevent, control, or apprehend anyone suspected of causing personal injury or damage in, on or around the Property.

(9) At all times during the Lease Term, Landlord shall provide, or cause to be provided, at least one hundred (100) unreserved parking spaces for the use of Tenant, its students, agents, employees, contractors and invitees. Such parking spaces shall be located within a radius of two hundred fifty (250) yards of the perimeter of the Building. Landlord agrees that no parking spaces located within such two hundred fifty (250) yard radius shall be designated for the use of any particular party during the Lease Term and that no such parking spaces shall be eliminated during the Lease Term, without the prior written consent of Tenant.

B. If Tenant requests of the Landlord any other utilities or building services in addition to those identified above, or any of the above utilities or building services in frequency, scope, quality or quantities substantially greater than the standards set forth above, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. Landlord may impose a reasonable charge for such additional utilities or building services, which shall be paid monthly by Tenant as additional Rent on the same day that the monthly installment of Base Rent is due.

C. Any interruption in the foregoing services, the restoration of which is in Landlord's reasonable control, that continues for longer than five (5) Business Days after notice to

Landlord, unless caused by fire or other casualty or by the negligence or willful misconduct of Tenant, its employees, agents or invitees, shall give Tenant the following rights in addition to any other rights provided in this Lease: (i) the right to a full abatement of Rent and other charges until full service has been restored, (ii) the right to complete such restoration and to offset the reasonable costs and expenses incurred against rentals thereafter coming due under this Lease, and (iii) if the interruption is not completely restored within ten (10) Business Days after the aforesaid notice to Landlord, Tenant shall have the right to terminate this Lease effective upon written notice to Landlord given at any time prior to complete restoration of service. Except as otherwise expressly provided herein, the failure by Landlord to any extent to furnish, or the interruption or termination of these defined services in whole or in part, resulting from adherence to laws, regulations and administrative orders, wear, use, repairs, improvements alterations or any causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect nor be construed as a constructive eviction of Tenant, nor give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Landlord shall use reasonable diligence to repair such equipment or machinery.

8. Leasehold Improvements/Tenant's Property and Services.

A. All fixtures, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of or during the Lease Term, whether or not by, or at the expense of Tenant, which cannot be removed without structural damage to the Building or Premises ("Leasehold Improvements"), shall be and remain a part of the Premises; shall be the property of Landlord; and shall not be removed by Tenant except as expressly provided herein. All moveable partitions, trade fixtures (including without limitation fixed classroom seating), moveable equipment or furniture located in the Premises or Shared Classrooms and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building or Premises, and all personalty brought into the Premises or Shared Classrooms by Tenant ("Tenant's Property") shall be owned and insured by Tenant, shall remain the property of Tenant throughout the Term and upon the expiration or earlier termination of this Lease, and may be removed or replaced by Tenant at any time at Tenant's discretion and expense. Landlord may, nonetheless, at the time of Landlord's approval thereof in accordance with Section 10(B) below, require Tenant's removal, upon the expiration or termination of this Lease, of any Leasehold Improvements performed by or for the benefit of Tenant as are designated by Landlord, excluding Landlord's Work and any electronic, phone and data cabling (the "Required Removables") at Tenant's sole cost. In the event that Landlord so elects, Tenant shall remove such Required Removables within thirty (30) days after the expiration or earlier termination of this Lease or Tenant's right to possession. In addition to Tenant's obligation to remove the Required Removables, Tenant shall repair any damage caused by such removal and perform such other work as is reasonably necessary to restore the Premises to its condition prior to the installation and removal of such Required Removables. If Tenant fails to remove any specified Required Removables or to perform any required repairs and restoration within the time period specified above, Landlord, at Tenant's sole cost and expense, may remove the Required Removables (and repair any damage occasioned thereby) and dispose thereof or deliver the Required Removables to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery, or warehousing of the Required Removables within five (5) Business Days after demand from Landlord.



B. Tenant shall make arrangements directly with a telephone or other internet protocol company serving the Building for all telephone and internet service required by Tenant in the Premises and shall pay for all such service used or consumed in the Premises. Further, Tenant shall be responsible for keeping the interior non-structural portions of the Premises, and any other portions of the Premises required to be maintained by Tenant under this Lease, in good condition and repair.

9. Signage. Landlord shall provide and install, at Landlord's cost, Tenant's exterior building signage and monument signage, consistent with Tenant's branding standard, as more particularly set forth on Exhibit B attached hereto. If Tenant's branding standard changes during the Term, Tenant shall have the right to replace such signage with signage that is consistent with such new branding standard, at Tenant's cost. In addition, Landlord will list Tenant's name in the Building's directory, if any, located in the lobby of the Building.

10. Repairs and Alterations by Tenant.

A. Except to the extent such obligations are imposed upon Landlord hereunder, Tenant shall, at its sole cost and expense, maintain the Premises in good order, condition and repair throughout the entire Lease Term, ordinary wear and tear excepted. Tenant agrees to keep the areas visible from outside the Premises in a neat, clean and attractive condition at all times. Tenant shall be responsible for all repairs replacements and alterations in and to the Premises, Building and Property and the facilities and systems thereof, the need for which arises out of (1) Tenant's alterations, additions or improvements to the Premises, (2) the installation, removal, use or operation of Tenant's Property (as defined in Section 8. above), (3) the moving of Tenant's Property into or out of the Building, or (4) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees. All such repairs, replacements or alterations shall be performed in accordance with Section 10.B. below and the rules, policies and procedures reasonably enacted by Landlord from time to time for the performance of work in the Building. If Tenant fails to maintain the Premises in good order, condition and repair as required hereunder, Landlord shall give Tenant written notice to perform such acts as are reasonably required to so maintain the Premises. If within thirty (30) days after such written notice, Tenant fails to promptly commence such work and thereafter diligently pursue it to its completion, then Landlord may, at its option, make such repairs, and Tenant shall pay the cost thereof to Landlord on demand as additional Rent, together with an administration charge in an amount equal to ten percent (10%) of the cost of such repairs. Landlord shall, at its expense, keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon: (a) all structural elements of the Building; (b) all mechanical (including HVAC and elevator), electrical, plumbing and life safety systems (both components of the same that serve solely the Premises and components of the same that serve both the Premises and other portion(s) of the Building in common); (c) the Building facilities common to all tenants including but not limited to, the ceilings, walls and floors in the Common Areas; and (d) the Shared Classrooms. In addition, Landlord shall be responsible for all repairs, replacements and alterations in and to the Premises, the Shared Classrooms and the Common Areas, the need for which arises out of the act, omission, misuse or negligence of Landlord, its agents, contractors, employees or invitees.

B. Within three (3) months following the expiration of the 5th, 10th and 15th Lease Years, Landlord shall, at its sole cost and expense, re-paint all walls, trim and doors within the Premises and Shared Classrooms, replace all carpeting within the Premises and Shared

Classrooms and replace all worn and/or obsolete fixtures within the Premises and Shared Classrooms.

C. Tenant shall have the right, at Tenant's sole cost and expense, to make any alterations, additions or improvements to the Premises without the prior consent of Landlord, provided that such alterations, additions or improvements (i) do not exceed Twenty Thousand Dollars (\$20,000) in cost for any calendar year, do not adversely affect the structural components or systems of the Building and are not visible from the exterior of the Building, or (ii) are required by law. Tenant shall not make or allow to be made any other alterations, additions or improvements to the Premises, without first obtaining the written consent of Landlord in each such instance, which consent may not be unreasonably refused, conditioned or delayed. Prior to commencing any such work and as a condition to obtaining Landlord's consent, Tenant must furnish Landlord with plans and specifications reasonably acceptable to Landlord; names and addresses of contractors reasonably acceptable to Landlord; copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in accordance with Section 15. hereof; and a payment bond or other reasonable security, all in form and amount satisfactory to Landlord. Tenant shall be responsible for ensuring that all such persons procure and maintain insurance coverage against such risks, in such amounts and with such companies as Landlord may require, including, but not limited to, Builder's Risk and Worker's Compensation insurance. All such improvements, alterations or additions shall be constructed in a good and workmanlike manner using Building Standard materials or other new materials of equal or greater quantity. Landlord, to the extent reasonably necessary to avoid any disruption to the tenants and occupants of the Building, shall have the right to designate the time when any such alterations, additions and improvements may be performed and to otherwise designate reasonable rules, regulations and procedures for the performance of work in the Building. Upon completion, Tenant shall furnish "as-built" plans, contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials. All improvements, alterations and additions shall comply with the insurance requirements, codes, ordinances, laws and regulations, including without limitation, the Americans with Disabilities Act. Tenant shall reimburse Landlord upon demand for all reasonable sums, if any, expended by Landlord for third party examination of the architectural, mechanical, electrical and plumbing plans for any alterations, additions or improvements. In addition, if Landlord so requests, Landlord shall be entitled to oversee the construction of any alterations, additions or improvements that may affect the structure of the Building or any of the mechanical, electrical, plumbing or life safety systems of the Building. In the event Landlord elects to oversee such work, Landlord shall be entitled to receive a fee for such oversight in an amount equal to five percent (5%) of the cost of such alterations, additions or improvements. Landlord's approval of Tenant's plans and specifications for any work performed for or on behalf of Tenant shall not be deemed to be representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the alterations, additions and improvements constructed in accordance with such plans and specifications will be adequate for Tenant's use.

11. Use of Electrical Services by Tenant. All electricity used by Tenant in the Premises and Shared Classrooms shall be paid for through inclusion in Base Rent.

12. Entry by Landlord. Landlord or its authorized agents shall at any and all reasonable times, upon at least twenty-four (24) hours advance notice to Tenant (except in case of emergency posing imminent threat to life or property), have the right to enter the Premises with a Tenant escort to inspect the same, to show the Premises to prospective purchasers, lenders or tenants (but as to prospective tenants, only

during the last six (6) months of the Term), and to perform any repairs required of Landlord hereunder. Landlord shall remain liable to Tenant for any claim for inconvenience to or interference with Tenant's business, any loss of occupancy or use of the Premises, and any other loss occasioned thereby so long as such inconvenience or interference is material or unreasonable. Any access by Landlord or others shall be subject to such reasonable restrictions as Tenant may impose relative to security or to the preservation of confidential or proprietary items. Landlord shall take reasonable measures to avoid interruptions of classes held on the Premises by the Tenant.

13.  Holding Over.

A. In the event of holding over by Tenant after the end of the Term, the hold over shall be as a tenant from month-to-month, terminable upon fifteen (15) days' written notice by either party to the other, and Tenant shall otherwise be subject to all the covenants and provisions of this Lease. Tenant shall pay Landlord, on demand, as monthly rent for the period of such hold over an amount equal to one hundred twenty-five percent (125%) of the Base Rent payable during the last month of the Term prior to the holdover. Notwithstanding the foregoing, Tenant shall not be liable for any amount of any consequential, punitive or exemplary damages in connection with this Lease suffered or incurred by Landlord, including any claim made by any succeeding tenant to the Premises, on account of such hold over by Tenant or any violation by Tenant of any other term or condition of this Lease during such hold over period.

B. Provided there is not an event of default by Tenant under this Lease beyond the applicable notice and cure period at the time of such notice or at the end of the Term, upon nine (9) months' prior written notice, Tenant shall have the right to hold over after the end of the Term for up to six (6) months, and Tenant shall pay Landlord, as monthly Base Rent for the period of such hold over, an amount equal to one hundred ten percent (110%) of the Base Rent payable during the last month of the Term prior to such hold over, and Tenant shall otherwise be subject to all the covenants and provisions of this Lease.

14.  Surrendering the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in substantially the same broom clean condition that the Premises were in on the Commencement Date except for: (i) ordinary wear and tear; (ii) damage by the elements, fire, and other casualty; (iii) condemnation; and (iv) permitted Leasehold Improvements unless Landlord has required their removal hereunder. On surrender, Tenant shall remove from the Premises its personal property, trade fixtures, any Leasehold Improvements required to be removed hereunder, and repair any damage to the Premises or Building caused by such removal. Any items not removed by Tenant as required above within thirty (30) days after the expiration or earlier termination of this Lease shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the actual and reasonable cost of their removal and disposal, minus any revenues received by Landlord for their disposal.

15.  Hazardous Substances. Tenant shall not use, store, generate or dispose of any Hazardous Substances (as defined below), or knowingly allow its employees, agents or invitees to do so, in, on, above or below any part of the Premises, Building or Property, except only reasonable quantities of normal and customary office supplies used in compliance with applicable laws, which Tenant shall remove at the end of the Term, or earlier if they pose a danger to persons or property. Tenant shall indemnify and hold Landlord harmless from all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in the value of the Premises, Building, or Property, due to loss or restriction of rentable or usable space, any damages due to adverse impact on marketing of the space, and any and all sums paid for attorney's fees, consultant and expert fees) arising

during or after the Term as a result of a breach of this section by Tenant or as a result of the use, storage, generation or disposal of Hazardous Substances by Tenant, or Tenant's employees, agents or invitees in, on, above, or below any part of the Premises, Building or Property, whether permitted under this section or not. Landlord shall indemnify and hold Tenant harmless from all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for attorney's fees, consultant and expert fees) arising during or after the Term as a result of the use, storage, generation or disposal of Hazardous Substances by Landlord, or Landlord's employees, agents, contractors, subcontractors or invitees in, on, above, or below any part of the Premises, Building or Property. "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any governmental body having jurisdiction over the same, and includes any and all materials or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

16. Insurance and Indemnity.

A. Landlord's Insurance. During the term of this Lease, or any renewal or extension thereof, Landlord shall keep the Building and the Common Areas insured against damage and destruction by fire and such other perils, in the amount of the full replacement value of the same, under a special "all-risk" extended coverage insurance policy. Landlord shall also maintain general liability insurance with respect to the Building and the Common Areas, covering bodily injury, including death, and property damage in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, and annual aggregate limit. Landlord is not obligated to insure fixtures or other property of Tenant.

B. Tenant's Insurance. Tenant shall keep in force, during the term of this Lease, or any renewal or extension thereof, workers compensation insurance as required by law, and commercial general liability insurance, with respect to the Premises, covering bodily injury, including death, and property damage, with such limits as may be reasonably requested by Landlord, but with minimum limits in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, and annual aggregate limit, with a contractual liability endorsement, which liability insurance shall name Landlord as additional insured and provide that prior to being canceled for any reason, Tenant's insurance company shall endeavor to provide Landlord with fifteen (15) days' notice of such cancellation. Landlord agrees not to request an increase in the above minimum limits of liability insurance during the initial Term. Tenant will also maintain, at its sole expense for the protection of Landlord and Tenant, primary automobile liability insurance with limits of not less than \$1,000,000 per occurrence covering owned, hired and non-owned vehicles used by Tenant, which shall also provide that prior to being canceled for any reason, Tenant's insurance company shall endeavor to provide Landlord with fifteen (15) days' notice of such cancellation. Tenant shall deposit with Landlord satisfactory evidence of the above coverages prior to occupancy of the Premises, and thereafter prior to expiration of any such coverages.

C. Insurance Criteria. Insurance policies required by this Lease shall: (1) be issued (a) pursuant to the North Carolina Association of County Commissioners Insurance Pool, or (b) by insurance companies licensed to do business in the state of North Carolina with general policyholder's ratings of at least A- and the financial rating of at least XI in the most current Best's Insurance Reports available on the Commencement Date. If the Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies. If the parties cannot agree they shall submit the dispute to arbitration; (2) (a) be a

portion of the Landlord's coverage through the aforesaid Insurance Pool, or (b) be primary policies - not as contributing with, or in excess of, the coverage that the other party may carry; (3) be permitted to be carried through a "blanket policy" or "umbrella" coverage; (4) be maintained during the entire Term and any extension Terms; and (5) have commercially reasonable deductibles (\$25,000.00 being agreed upon as a commercially reasonable deductible for the parties hereunder as of the date hereof).

D. Indemnification:

(1) Tenant's Indemnification. The Tenant agrees to indemnify, and hold harmless the Landlord and the agents and employees of Landlord from any claims or demands by or on behalf of any person, firm, corporation or other entity or party and any liability, loss, damage or expense, including reasonable attorneys' fees, suffered or incurred by Landlord, or Landlord's agents and employees, arising by reason of injury to any person, including death, or damage to property, occurring in, on, or about the Premises, Building or Property, occasioned in whole or in part by any negligent act or omission or willful misconduct on the part of the Tenant or any employee (whether or not acting within the scope of employment), agent, invitee, visitor, contractor, subcontractor, assignee or tenant of the Tenant, or by reason of nonperformance of any covenant in this Lease on the part of the Tenant, except, however, to the extent that such claims result from the negligent acts or omissions or willful misconduct of Landlord, or Landlord's employees, agents, invitees, contractors or subcontractors, or to the extent such claims result from the nonperformance of any covenant in this Lease on the part of Landlord. Tenant agrees to pay for all damage to any part of the Building or Property, caused by Tenant's misuse or neglect of said Premises, its apparatus or appurtenances. Landlord shall not be liable to Tenant for any damage by or from any act or omission of any other tenant or occupant of the Building or by any owner or occupant of adjoining or contiguous property.

(2) Landlord's Indemnification. Landlord agrees to indemnify, and hold harmless the Tenant, and the agents and employees of Tenant, from any claims or demands by or on behalf of any person, firm, corporation or other entity or party and any liability, loss, damage or expense, including reasonable attorneys' fees, suffered or incurred by Tenant, or Tenant's agents and employees, arising by reason of injury to any person, including death, or damage to property, occurring in, on, or about the Premises, Building or Property, occasioned in whole or in part by any negligent act or omission or willful misconduct on the part of the Landlord or any employee (whether or not acting within the scope of employment), agent, invitee, contractor, or subcontractor of the Landlord, or by reason of nonperformance of any covenant in this Lease on the part of the Landlord, except, however, to the extent that such claims result from the negligent acts or omissions or willful misconduct of Tenant, or Tenant's employees, agents, invitees, visitors, contractors, subcontractors, assignees or tenants, or to the extent such claims result from the nonperformance of any covenant in this Lease on the part of Tenant.

E. Tenant's Personal Property. Tenant shall insure its personal property and trade fixtures, installed or located by the Tenant in the Premises and Building with "all risks" insurance in an amount to cover the full replacement cost of the same, and all personal property, trade fixtures and Leasehold Improvements in the Premises, including that of Tenant, and Tenant's employees, agents, invitees and visitors, shall remain therein at Tenant's sole risk, and except to the extent that such loss or damage to such personal property is due to negligence or willful

misconduct of Landlord, its agents, employees or contractors and is not covered by the property insurance required to be carried by Tenant above or the self-insurance Tenant maintains in lieu thereof as provided below, Landlord shall not be liable for any damage to, or loss of such personal property, trade fixtures or Leasehold Improvements arising from fire or the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer or steam pipes or from any other cause whatsoever. Notwithstanding the foregoing, however, Tenant may self-insure the foregoing property insurance coverage, provided that such self-insurance shall be deemed insurance for all purposes under this Lease, and Tenant's waiver of claims against Landlord for loss or damage to the property of Tenant under Section 16.F shall apply to Tenant's self-insurance in the same manner as if Tenant actually carried such insurance with a third party carrier. Tenant's failure to carry the required property insurance shall be deemed to mean that Tenant has self-insured such coverage.

F. Waiver of Subrogation. Notwithstanding any language to the contrary herein, each party waives claims arising in any manner in its (the "Injured Party") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Building or the Property. This waiver applies only to the extent the loss or damage is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry hereunder, whichever is greater, and shall apply to any self-insurance of Tenant under Section 16.E. The waiver also applies to each party's directors, officers, employees, members, partners, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct. Each party shall cause its property insurance to contain a standard waiver of subrogation endorsement or provisions providing for such waiver of subrogation.

17. Premises Damage:

A. Repair of Damage. If the Premises, the Building, or any portion thereof is destroyed or damaged by fire or other casualty, Landlord, within thirty (30) days after the date of such destruction or damage, must provide Tenant with a reasonable, written time estimate of (i) whether the damage or destruction constitutes fifty percent (50%) or more of the replacement cost of the Premises, and (ii) how long it will take to repair the destruction or damage. If the Premises is totally destroyed or substantially damaged (to the extent of fifty percent (50%) or more of the replacement cost or such that reasonable access to the Premises is not possible) by fire or other casualty, or if the Premises is damaged such that the necessary repairs and restoration could not be completed within one hundred twenty (120) days after the date of the casualty, then Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date of the casualty and, in such event, all rights and obligations under this Lease shall cease, effective as of the date of the casualty. If the Premises or the Building is partially damaged to the extent of less than fifty percent (50%) of the replacement cost, or if Tenant does not terminate this Lease in accordance with the foregoing, then Landlord shall proceed with diligence to repair and restore the Premises (including any fixtures, furnishings and equipment installed by Landlord as a part of the Landlord's Work and any Leasehold Improvements not required to be removed by Tenant) and the Building to substantially the same condition in which they existed prior to the casualty, exclusive of any improvements for which Tenant is responsible to insure under the terms of this Lease, and to obtain any necessary certificates of occupancy or similar permits necessary for Tenant's reoccupation. In no event shall Landlord have any obligation to restore the Premises if and to the extent Landlord's lender does not allow Landlord to apply all or substantially all of the insurance proceeds to repair of the Premises, and, in such case, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Landlord shall use commercially



reasonable efforts to negotiate its loan documents with its current and future lenders such that all insurance proceeds will be made available to Landlord for repair of the Premises. Upon completion of Landlord's repair and restoration obligations, Tenant may restore any alterations or improvements made by Tenant to the Premises during the Term to substantially their condition preceding the casualty. Tenant shall be entitled to a fair and reasonable abatement of Rent from the date of the casualty until the earlier of: (i) the date that Landlord completes its repair and restoration obligations hereunder and Tenant completes its restoration of any alterations or improvements made by Tenant to the Premises during the Term, or (ii) ninety (90) days after Landlord completes its repair and restoration obligations hereunder. If Landlord fails to complete such repairs and restoration within one hundred eighty (180) days after the date of the casualty, then Tenant may at its option terminate this Lease, effective upon delivering written notice of termination to Landlord any time prior to Landlord's completion of such repairs or restoration, whereupon all rights and obligations under this Lease shall cease. In the event of termination of this Lease pursuant to this Article 17.A., then all Rent shall be apportioned and paid to the date of such damage.

B. **Casualty During Last Two Years.** If the Premises is damaged by fire or other casualty during the last two (2) years of the Term (as the same may be extended as provided hereunder) such that the necessary repairs and restoration could not be completed at least one hundred eighty (180) days prior to the expiration of the Term, then Landlord and the Tenant each shall have the option to terminate this Lease by giving written notice to the other party within thirty (30) days after the date of the casualty and, in such event, all rights and obligations under this Lease shall cease, effective as of the date of the casualty.

18. Default and Remedies:

A. **Tenant's Default.** Tenant shall be in default under this Lease if:

- (1) Tenant fails to pay Monthly Base Rent or any other sum due hereunder within ten (10) days after Tenant receives written notice from Landlord of such nonpayment by the due date;
- (2) Tenant fails to pay Monthly Base Rent by its due date, at any time during a calendar year in which Tenant has already received two notices of its failure to pay Monthly Base Rent, by its due date;
- (3) Tenant fails to perform any other Tenant obligation within a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after Tenant receives written notice from Landlord setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision;
- (4) Tenant fails to vacate or stay any of the following within sixty (60) days after they occur:
  - (a) a petition in bankruptcy is filed by or against Tenant;
  - (b) Tenant is adjudicated as bankrupt or insolvent;

(c) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or

(d) Tenant makes an assignment for the benefit of creditors.

B. Landlord's Remedies.

(1) Upon Tenant's default beyond the notice and cure periods set forth herein, Landlord shall have all remedies provided in this Lease, as well as in law or equity, including, without limitation, the right to end this Lease or Tenant's right to possession hereunder, in which case Tenant shall immediately vacate the Premises, with or without process of law, and if necessary, remove Tenant, with or without having ended the Lease, and alter locks and other security devices at the Premises, and Tenant waives any claim for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process.

(2) Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance of surrender or a surrender of the Premises by Tenant, unless such surrender is agreed to in writing by Landlord.

(3) If Landlord ends this Lease or Tenant's right to possess the Premises hereunder, Tenant shall be liable to Landlord for Monthly Base Rent, and any other indebtedness of Tenant under the Lease, accrued to the date the Lease or Tenant's right to possession ends and thereafter scheduled during the remainder of the Term, reduced only by any sums Landlord receives by reletting the Premises during the scheduled term, provided, however, if Landlord relets the Premises during the remainder of the scheduled term, at a rental in excess of that provided for under this Lease, Tenant shall not be entitled to any such excess rental, and Tenant waives any claim thereto.

(4) Upon Tenant's default beyond the notice and cure periods set forth herein, Tenant shall also be liable for that part of the following sums paid by Landlord and attributable to that part of the term ended due to Tenant's default:

(a) reasonable broker's fees incurred by Landlord for reletting part or all of the Premises prorated for the part of the reletting term ending concurrently with the scheduled term of this Lease;

(b) the cost of removing and storing Tenant's property;

(c) the cost required to complete any repairs required of Tenant hereunder; and

(d) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.

(5) Upon Tenant's default beyond the notice and cure periods set forth herein, Landlord may sue and take any other action provided by law to collect the amounts due hereunder at any time, and from time to time, without waiving its rights to sue for and collect further amounts due from Tenant hereunder.

C. Partial Payment. In the event Landlord brings a summary ejectment or other legal proceeding against Tenant based on Tenant's default hereunder, Landlord may accept less than full payment of any monetary obligations then owing by Tenant to Landlord during the pendency of such proceeding without waiving its rights to prosecute its claim to completion, and Tenant acknowledges and agrees that Landlord may continue its proceeding notwithstanding such partial payment by Tenant, except only if Landlord agrees in writing to suspend the prosecution of its claim for a time certain, in which case if Tenant fails to pay its monetary obligations in full within such time certain, Landlord may thereupon continue the prosecution of its claim. Further, if Landlord terminates this Lease or Tenant's right to possession hereunder based on Tenant's default hereunder, Landlord may accept full payment or a portion of Tenant's monetary obligations hereunder without waiving its right to obtain possession of the Premises in summary ejectment or other legal proceeding, both parties acknowledging that the monetary obligations of Tenant are due to Landlord, notwithstanding Landlord's taking possession of the Premises, for the period up to the date Landlord obtains possession of the Premises and thereafter, subject, however, to Landlord's obligation to mitigate its damages by using reasonable efforts to relet the Premises subsequent to taking possession of the Premises.

D. Waiver. The waiver of the breach of any agreement herein by either party in any one instance shall not be deemed to be a waiver of such agreement or any subsequent breach of the same or any other agreement herein contained, and the acceptance of rent hereunder by Landlord subsequent to the breach of this Lease by Tenant shall not be deemed to be a waiver of such breach, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such breach at the time of acceptance of such rent.

E. Landlord's Default.

(1) In the event Landlord shall default in the payment, when due, of any monetary obligations to be paid by Landlord hereunder (including any interest due hereunder) and fails to cure said default within ten (10) days after receipt of written notice thereof from Tenant; or if Landlord shall default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Landlord's monetary obligations hereunder) and fails to cure such default within thirty (30) days after written notice thereof from Tenant; provided, however, that Tenant shall have no remedies for such default if the failure is not reasonably susceptible to cure within thirty (30) days so long as Landlord promptly commences the cure within such thirty (30) day period and diligently and continuously pursues it to completion as soon as reasonably possible; then, and in any of said events, Tenant, at its option may pursue any one or more of the following remedies, and any and all other rights accruing to Tenant by law or otherwise (including Tenant's self-help and set-off rights set forth in this Lease), without further notice of demand whatsoever:

(a) Tenant may perform Landlord's obligations under this Lease, and offset the reasonable out-of-pocket costs and expenses incurred by Tenant in doing so against Rent coming due under this Lease.

(b) If the Landlord default renders all or part of the Premises unsuitable for Tenant's use, Tenant shall be entitled a fair and reasonable Rent abatement during the time that all or part of the Premises are so rendered unsuitable, or Tenant may terminate this Lease and Tenant shall have no further obligation or liability under this Lease.

(c) Tenant may recover from Landlord any actual, reasonable damages resulting from the Landlord default.

(2) In addition to the remedies set forth in this Lease, Landlord and Tenant shall have the right to pursue any and all other remedies available at law or in equity, provided that in no event shall either party be liable for consequential, punitive or exemplary damages in connection with this Lease. All rights and remedies of Landlord and Tenant under this Lease or existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

(3) Each party shall use commercially reasonable efforts to mitigate any damages incurred by such party in connection with the other party's default under this Lease.

F. **Eminent Risk.** Notwithstanding the notice and cure periods provided for in this Section 18., in the event that a party's default under this Lease poses a threat to life, health, or safety, the non-defaulting party shall have the right, without giving advance notice to the defaulting party or the opportunity to cure (although notice shall be provided to the defaulting party as promptly as is practicable under the circumstances), to perform the defaulting party's obligations under this Lease, and obtain from the defaulting party reimbursement upon demand for any reasonable costs and expenses incurred or, in the event of such emergency cure by Tenant, offset such costs and expenses against Rent thereafter coming due under this Lease.

G. **Survival.** The remedies provided in this Section 18., the indemnities given by each party hereto, and any other provisions of this Lease which by their nature would require the survival of the ending of this Lease, shall survive the ending of this Lease.

19. **Choice of Law:** It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

20. **Conflict with Laws of North Carolina:** If there is a conflict between any provision of this Lease and the laws of the State of North Carolina, the laws of the State of North Carolina will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply therewith.

21. **Amendment:** Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

22. **Sublease or Assignment:** The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without the Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. Any assignment, subletting, concession or license is subject to the provisions regarding the Use of the Premises contained in Section 4., herein, and subject to the rights of Henderson County Hospital Corporation ("HCHC") and BRCC under the "Five-Party Agreement" executed by the Landlord, the Tenant, HCHC, BRCC and the City of Hendersonville on April 4, 2014.

23. Non-waiver: No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

24. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease.

25. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be recovered by the Landlord as Rent.

26. All Exhibits to this Lease are incorporated into and form an integral part of this Lease.

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

29. This Lease and the "Five-Party Agreement" constitute the entire agreement between the Landlord and the Tenant with respect to the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease or in the "Five-Party Agreement."

30. Condemnation.

A. If all or part of the Property is taken under any governmental law, ordinance or regulation, or by power of eminent domain, or by purchase in lieu thereof, and such taking adversely affects Tenant's use or enjoyment of the Premises in the reasonable opinion of Tenant, then Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date the condemning authority is given the right to possession (such date being the "date of taking" for purposes of this Section) and, in such event, all rights and obligations under this Lease shall cease, effective as of the date of the taking. If Tenant does not terminate this Lease in accordance with the foregoing, then Landlord shall proceed with diligence to make any repairs and alterations necessary to restore the Property to an architectural whole and make the Property suitable for Tenant's use. The Rent payable under this Lease from the date of the taking through the expiration of the Lease Term shall be equitably reduced based on the degree to which Tenant's use and enjoyment of the Property are impaired. If Landlord fails to complete such repairs or alterations within one hundred eighty (180) days after the date of the taking, then Tenant may at its option terminate this Lease, effective upon delivering written notice of termination to Landlord at any time prior to Landlord's completion of such repairs and alterations, whereupon all rights and obligations under this Lease shall cease.

B. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) shall be the property of Landlord, and Tenant hereby assigns all of its interest in any such award to Landlord, provided, however, that Landlord shall have no interest in any award made for the

loss of Tenant's business, the taking of Tenant's fixtures or other property, Tenant's relocation expenses, or the value of Tenant's leasehold estate.

31. Subordination. Landlord represents and warrants to Tenant that there is no mortgage or deed of trust lien presently encumbering any portion of the Property. Tenant agrees that this Lease shall subordinate to any future first or junior mortgages and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof provided the mortgagees named in said mortgages shall agree (i) to recognize this Lease in the event of foreclosure or deed in lieu of foreclosure if Tenant is not in default and (ii) not to disturb Tenant's possession or other rights under the Lease if Tenant is not in default (collectively the "Non-Disturbance Provisions"). In the event of any mortgagee electing to have this Lease be deemed a prior lien to its mortgage, then upon such mortgagee notifying Tenant to that effect, this Lease shall be deemed prior to the lien of said mortgage, whether this Lease is dated prior to or subsequent to the date of said mortgage. This provision shall be self-operative but in the event that any such mortgagee shall require that Tenant execute a commercially reasonable document evidencing such subordination and including the Non-Disturbance Provisions, Tenant shall sign an instrument to that effect within fifteen (15) days following a written request.

32. Notices. Any notice required or permitted to be given under this Lease shall be in writing and shall be delivered by (a) national overnight courier service, or (b) registered or certified United States mail, postage prepaid, return receipt requested, and addressed as set forth in Section 1.R., with documentation of the other party's receipt or refusal of the notice. Any such notice shall be deemed effective upon the other party's receipt or refusal of the notice. Each party shall have the right to modify its notice address under this Lease by notifying the other party of such revised address in the manner set forth in this Section.

33. Memorandum of Lease. Landlord and Tenant agree that this Lease shall not be recorded. However, Landlord agrees to execute and deliver to Tenant a memorandum of this Lease in recordable form as set forth on Exhibit C attached hereto and incorporated herein at the time this Lease is executed. Tenant shall have the right to record said memorandum in the local public registry at Tenant's expense.

34. Brokers. Landlord and Tenant each represent and warrant to the other that it has dealt with no broker to whom any brokerage commission or similar compensation is due in connection with this transaction. Each party agrees to indemnify the other against all claims for brokerage commission or other compensation for services rendered at its instance in connection with this transaction.

35. No Third Party Beneficiaries. The Lease does not and is not intended to confer any rights or remedies upon any party other than Landlord and Tenant.

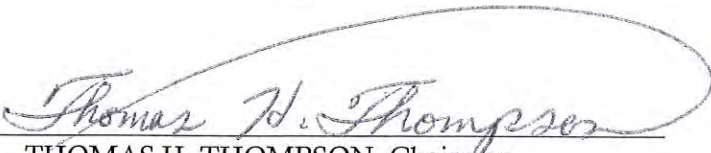
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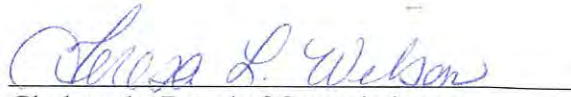
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, the date stated above.

COUNTY OF HENDERSON

By:   
THOMAS H. THOMPSON, Chairman  
Board of Commissioners



Witness:

  
Clerk to the Board of Commissioners

WINGATE UNIVERSITY

By:   
T. RHETT BROWN  
President

Attest:


  
Luther T. Moore, Chairman,  
Board of Trustees

Exhibit A

Premises and Shared Classrooms

[See attached.]

Exhibit B

Plans

1. Landlord shall construct the Premises and Building in accordance with construction drawings for 6<sup>th</sup> Ave Joint Health Education Center dated April 30, 2015, prepared by Clark Nexsen (CN No. 5199) and attached hereto, as the same may be revised or updated in accordance with this Lease.
2. Landlord shall provide and install a card, fob or other controlled access system for the Building to allow access after Normal Operating Hours. Landlord shall provide and install standard key locks on all interior doors to the Premises and Shared Classrooms.
3. Landlord shall provide and install data cabling and other information technology infrastructure required for Tenant's use of the Premises and Shared Classrooms.
4. Landlord shall install Tenant's building exterior and monument signage, with the total signage to be at the maximum allowed by applicable governmental regulations, with the portion of the signage allocated to Tenant to be not less than that allocated to BRCC and HCHC.
5. Landlord shall provide window tinting and/or blinds on all exterior windows of the Building.

[ATTACH CONSTRUCTION DRAWINGS]

Exhibit C

Memorandum of Lease

[See attached.]

Drawn by and return to:  
Mayleng Watson  
McGuire Woods LLP  
201 N. Tryon St., Ste. 3000  
Charlotte, NC 28202

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum of Lease") is made as of \_\_\_\_\_, 2015, between the County of Henderson ("Landlord") and Wingate University ("Tenant"), and is being executed to set forth certain terms and provisions of a certain Lease (as hereinafter defined).

1. The "Lease" is that certain Lease Agreement between Landlord and Tenant dated \_\_\_\_\_, 2015. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

2. Landlord has leased to Tenant pursuant to the Lease the Premises consisting of the space located on the second floor of the Building labeled as "Wingate" on Exhibit A attached hereto, together with the right, in common with others, to use the Common Areas located within the Building or on the Property and the right, in common with Blue Ridge Community College, to use the classrooms, breakout rooms and lecture halls (collectively, the "Shared Classrooms") on the second and third floors of the Building labeled as "Shared" on Exhibit A attached hereto. At all times during the Lease Term, Landlord shall provide, or cause to be provided, at least one hundred (100) unreserved parking spaces for the use of Tenant, its students, agents, employees, contractors and invitees; such parking spaces shall be located within a radius of two hundred fifty (250) yards of the perimeter of the Building. "Building" means the education and medical facility to be constructed on Henderson County tax parcel 1009121 located at the northeast corner of the intersection of Sixth Avenue West and North Oak Street in the City of Hendersonville, County of Henderson, State of North Carolina, to be known as the Henderson County Health Sciences Education Center. "Property" means the Building and the parcel(s) of land on which it is located, other improvements located on such land, adjacent parcels of land that Landlord operates jointly with the Building, and other buildings and improvements located on such adjacent parcels of land.

3. The term of the Lease ("Lease Term") shall be two hundred forty (240) months commencing on the later to occur of (a) 1 July 2016 (the "Target Commencement Date") and (b) the first day of Tenant's semester following the date upon which Landlord's Work has been substantially completed as such date is determined pursuant to the Lease (the later to occur of such dates being defined as the "Commencement Date"), provided that in no event shall the Commencement Date occur before Tenant has had access to the Premises for a period of thirty (30) days for purposes of moving Tenant's furniture, fixtures and equipment into the Premises. The "Termination Date" shall, unless



sooner terminated as provided herein, mean the last day of the Lease Term. Notwithstanding the foregoing, if the Termination Date, as determined herein, does not occur on the last day of a calendar month, the Lease Term shall be extended by the number of days necessary to cause the Termination Date to occur on the last day of the last calendar month of the Lease Term.

4. This Memorandum of Lease describes only selected provisions of the Lease, and reference must be made to the text of the Lease for the full terms and conditions. This Memorandum of Lease shall not in any way amend or supersede the terms and conditions of the Lease.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Memorandum of Lease as of the date first written above.

TENANT:

**Wingate University**

By: T. Rhett Brown  
T. Rhett Brown, President

STATE OF NORTH CAROLINA

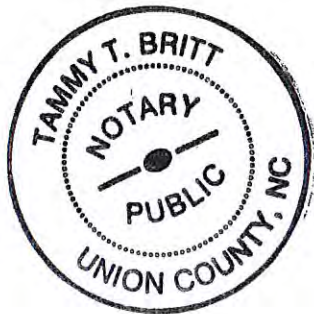
COUNTY OF UNION

On this 21<sup>st</sup> day of August, before me, a notary public in and for said State, personally appeared T. Rhett Brown, the President of Wingate University, who acknowledged to me that he executed the foregoing Memorandum of Lease on behalf of such university.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Tammy Britt  
Notary Public  
Print Name: Tammy T. Britt  
My Commission Expires: 10-29-2016

(Official Seal)



LANDLORD:

County of Henderson

By: Thomas H. Thompson  
Thomas H. Thompson  
Chairman of the Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF POIK

On this 5th day of September, 2015, before me, a notary public in and for said State, personally appeared Thomas H. Thompson, the Chairman of the Board of Commissioners of the County of Henderson, who acknowledged that he executed the foregoing Memorandum of Lease on behalf of such county.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Teresa L. Wilson  
Notary Public  
Print Name: Teresa L. Wilson  
My Commission Expires: 10/15/2016



Exhibit A  
to Memorandum of Lease

Premises and Shared Classrooms

[See attached.]