

AGENDA

Catawba County Board of Commissioners Meeting
Monday, April 6, 2015, 9:30 a.m.
Robert E. Hibbits Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of March 16, 2015.](#)
5. Recognition of Special Guests.
6. Public Comment for Items Not on the Agenda.
7. Presentations:
 - a. [Presentation of Badge and Gun \(after declared surplus by the Board of Commissioners\) to Retired Deputy Sheriff Alton Price by the Board of Commissioners and Sheriff Coy Reid.](#)
 - b. [Work Ready Communities. Presented by Tracy Hall, Director, Education Matters in Catawba Valley and Wendy Johnson, Director, Workforce Development, Western Piedmont Council of Governments.](#)
 - c. [National Library Week Proclamation. Presented to Library Director Suzanne White.](#)
 - d. [National Public Safety Telecommunications Week Proclamation. Presented to Telecommunications Shift Supervisor Tammy Saunders.](#)
 - e. [County Government Month Proclamation. Presented to Catawba County Employee of the Year Beverly Hester.](#)
 - f. [Public Health Week Proclamation. Presented to Public Health Director Doug Urland.](#)
8. Appointments.
9. Consent Agenda:
 - a. [Donation of Emergency Medical Services Ambulance to Hickory Rescue Squad.](#)
 - b. [Approval of Hiring a Relative of the Sheriff.](#)
 - c. [Joint Resolution Regarding Lake Norman Territorial Jurisdiction.](#)
10. Departmental Reports:
 - A. [Catawba Valley Medical Center \(CVMC\):](#)
[Adoption of a Resolution to Accept an Offer to Purchase for Surplus Property Owned by the County for the Benefit of Catawba Valley Medical Center, in Catawba County, Subject to the Upset Bid Procedures Set Forth in North Carolina General Statutes. Presented by Scott Echelberger, Vice-President, Catawba Valley Medical Center.](#)
 - B. [Emergency Services:](#)
[Adoption of the Unifour Regional Hazard Mitigation Plan. Presented by Emergency Management Coordinator Karyn Yaussy.](#)

C. Planning and Parks:

1. *Sale of Surplus Property (39 acres). Presented by Planning and Parks Director Jacky Eubanks.*
2. *Proposed Village at Sherrills Ford Informational Presentation. Presented by Planning and Parks Director Jacky Eubanks.*

D. Public Health:

State of the County from a Public Health Perspective. Presented by Public Health Director Doug Urland.

11. Other Items of Business.
12. Attorneys' Report.
13. Manager's Report.
14. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Access to the 1924 Courthouse for individuals with disabilities is at the south side ("A" Street). The elevator is located at the north end of the building. Participation in public meetings is without regard to race, creed, religion, national origin, sex, age, color, or disability.

INFOTALK/INTERNET: The Catawba County Telephone Information System will allow you to use your touch tone telephone to obtain current information on Catawba County 24 hours a day. Information is updated on a regular basis. Dial 465-8468 and INFOTALK will direct your questions with easy to understand instructions. Reach Catawba County on the Internet at <http://www.catawbacountync.gov>.

CALENDAR: The next Board of Commissioners Meetings will take place on Monday, April 20, 2015, at 7:00 p.m., in the Robert E. Hibbits Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton.



**PREVIEW OF COUNTY COMMISSION AGENDA
MONDAY, APRIL 6, 2015, 9:30 A.M.
ROBERT E. HIBBITTS MEETING ROOM
1924 COURTHOUSE, NEWTON, N.C.**



The Catawba County Board of Commissioners will receive an informational presentation on the proposed Village at Sherrills Ford planned development, which would bring the “village center” concept to the Sherrills Ford-Terrell community on approximately 200 acres located in and around Highway 150 and Slanting Bridge Road with sections for residential dwellings and space for retail, office, medical and other uses, when the Board meets at 9:30 a.m. on Monday, April 6, 2015, at the 1924 Courthouse at 30 North College Avenue in Newton. The Board will also consider adopting a Unifour Regional Hazard Mitigation Plan, which identifies local policies and actions for reducing risk and future losses from natural hazards such as floods, severe storms, wildfires and winter weather.

The Board will receive a report on the “State of the County” from a Public Health perspective from Health Director Doug Urland. The Board will consider a resolution to declare 39 acres of County-owned property at 4251 Slanting Bridge Road as surplus, and an offer in the amount of \$300,000 from The Village at Sherrills Ford, LLC to purchase the property, subject to the upset bid process. The Board will also consider accepting an offer for the purchase of County-owned property at 108 29th Avenue NE and 120 29th Avenue NE, Hickory, for the benefit of Catawba Valley Medical Center.

The Board will consider approving the hiring of a relative of Sheriff Coy Reid by the Sheriff’s Office, as required by State law. The Board will consider approving a joint resolution which provides that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area, after it was discovered that a required joint resolution had not been adopted by Catawba, Lincoln, Iredell and Mecklenburg Counties. And the Board will consider declaring a 2010 Ambulance and Stryker Stretcher as surplus property and donating those items to the Hickory Rescue Squad.

The Board will recognize recently retired Sheriff’s Captain Alton Price with the traditional presentation of his badge and service weapon. The Board will hear a presentation on an effort to have Catawba County certified as a “Work Ready Community” so educational institutions, businesses and agencies fully understand the exact skills needed so that the county and its citizens are ready for new jobs. And the Board will issue proclamations for County Government Month, Public Health Week, National Library Week and National Public Safety Telecommunications Week.

PRESENTATIONS

A. The Board will honor Sheriff’s Captain Alton Price, who retired effective April 1, 2015, after over 32 years with the Catawba County Sheriff’s Office. Under North Carolina General Statute 20-187.2, the Board will consider declaring as surplus the service sidearm and badge of Captain Price and present those items to him.

B. The Board will hear a presentation on an effort to have Catawba County certified as a “Work Ready Community” so businesses and agencies know exactly the foundational skills they need for a productive workforce and how to communicate their needs; individuals understand which skills are required by employers and how to prepare themselves for success; policy makers are better able to measure the skills gaps, and educators know of tools that may help close that gap.

C. The Board will issue a proclamation declaring April 12-18, 2015, as National Library Week and encourage all residents to visit the library to take advantage of the wide variety of resources available to library patrons.

D. The Board will issue a proclamation declaring April 12-18, 2015, as National Public Safety Telecommunications Week and recognizing the men and women whose diligence and professionalism keep our county and citizens safe.

E. The Board will issue a proclamation declaring April as County Government Month in Catawba County. The theme of this proclamation is to encourage counties to focus on ways they have improved their communities by building new facilities, efficient cyber systems and networks, water and sewer improvements and other services.

F. The Board will issue a proclamation declaring April 6-12, 2015, as National Public Health Week. The proclamation supports Catawba County Public Health’s efforts to make the healthy choice the easy choice for everyone in our community through enhanced opportunities for physical activity, increased access to healthy nutritional options, and the

creation of tobacco-free environments.

CONSENT AGENDA

A. The Board will consider adopting a resolution declaring a 2010 Chevrolet Type I Ambulance and a Stryker Stretcher as surplus property and donating those items to the Hickory Rescue Squad, as requested by the squad. The ambulance will replace a front line unit and will be used for patient transports as back up service for Catawba County EMS as well as standbys for the community. The ambulance to be donated has been driven for 184,187 miles.

North Carolina General Statute 160A-279 authorizes the County to convey personal property to a non-profit organization without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and a ten-day public notice. The Board's Finance and Personnel Subcommittee recommends the donation of this ambulance and stretcher.

B. The Board will consider approval of the appointment of Jason Reid to the position of Deputy Sheriff. Per North Carolina General Statute 153A-103, the Board of Commissioners must approve the appointment of an officer who is a relative of the Sheriff. Sheriff Coy Reid is requesting approval of the appointment of his son, Jason Reid, to the Lieutenant of Narcotics position. Jason Reid is currently Lieutenant of Narcotics with the Lincoln County Sheriff's Office and has served in that position since December 2010. He has been in law enforcement for close to 20 years and for over half of that time has been in the narcotics division. The Board's Finance and Personnel Subcommittee recommends the appointment of Jason Reid to the position of Deputy Sheriff.

C. The Board will consider adopting a joint resolution which provides that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area. Lake patrols have been operating under the provisions of "An Act to Establish the Lake Norman Marine Commission", enacted as Chapter 1089 of the 1969 Session Laws. It has been discovered that a required specific joint resolution regarding territorial jurisdiction has not been adopted by the Counties of Catawba, Iredell, Lincoln and Mecklenburg. The proposed resolution meets this requirement and upon its adoption, will be kept on file with the Clerk of each of these counties as well as with the Executive Director of the North Carolina Wildlife Commission. The Board's Policy and Public Works Subcommittee recommends adoption of this resolution.

DEPARTMENTAL REPORTS

CATAWBA VALLEY MEDICAL CENTER (CVMC)

The Board will consider adopting a resolution to accept an offer made by Chen Development, LLC, to purchase surplus properties and advertise the proposed offer in accordance with North Carolina General Statute 160A-269 for the sale of property by negotiated offer, advertisement and upset bid. The properties are a 0.57 acre lot and a 0.34 acre portion of another lot located at 108 29th Avenue NE and 120 29th Avenue NE, respectively, in Hickory. CVMC purchased the properties in March 1997 as part of the purchase of other properties on which Catawba Valley Family Medicine – North Hickory now sits. The records of the hospital attorney reflect that the properties were purchased with hospital funds. Since its purchase in 1997, the land has remained vacant and unused. CVMC has no use for these properties. CVMC recently received an offer to purchase the property for the sum of \$270,000. The tax values of these parcels are \$99,300 and \$103,700 (for the entire lot), respectively.

Although the specific use of the land is unknown, CVMC has been informed by Mr. Ryan Lovern, Commercial First Realtor, that the intended use does not conflict or compete with CVMC's medical office practice located nearby. The Board's Finance and Personnel Subcommittee recommends acceptance of this offer and the start of the upset bid process.

EMERGENCY SERVICES

The Board will consider adopting the 2015 Unifour Regional Hazard Mitigation Plan. Catawba County and each of the municipalities within the county, along with Alexander, Caldwell, and Burke Counties and their municipalities, participated in a regional multi-jurisdictional hazard mitigation planning effort that began in June 2013. This planning effort was funded by the State of North Carolina's awarding federal Department of Homeland Security Pre-Disaster Mitigation grant monies to the four counties for a total cost of \$100,000 with a 75%/25% cost share. Catawba County served as the lead jurisdiction for the Unifour planning effort and hosted the grant. The entire county/city cost share was covered through staff time and other in-kind services and materials.

There have been two previous requests related to this planning effort which asked for the designation of Mr. Bryan Blanton and Ms. Karyn Yaussy as Designated Agents for the grant, and for a supplemental appropriation for the hazard mitigation planning costs which have been reimbursed by Department of Homeland Security Pre-Disaster Mitigation Grant funds.

This third and final request is for the Board of Commissioners to adopt the completed Unifour Regional Hazard Mitigation Plan as required by the Federal Disaster Mitigation Act of 2000. Every local jurisdiction must have a FEMA approved plan in order to apply for and receive money from specific federal and state assistance programs that address pre- and post-disaster mitigation projects, planning, flood assistance and repetitive loss buy-outs.

Hazard mitigation actions are taken to reduce or eliminate the long-term risk to life and property from a variety of hazards. Mitigation can occur before, during and after a disaster but it has been shown that mitigation is most effective when based on a comprehensive, long-term plan developed before a disaster occurs. Adoption of this plan is a significant step in fulfilling the Board of Commissioners 2015 goal for the emergency management program to provide efficient and effective pre-hospital emergency services, improve public safety, minimize property damage and protect areas from disaster.

The completed plan, which may be seen at <http://www.catawbacountync.gov/EmergencyServices/Hazard/EntirePlan.pdf>, contains evidence of each jurisdiction's participation in the planning process, risks identified for the regional planning area and specific risks identified by each jurisdiction, regional mitigation strategies and jurisdiction specific mitigation actions. The plan, which was completed in November 2014 and approved by FEMA on January 12, 2015, will help prevent lives, homes and businesses from being damaged by a disaster and help the return to normal after the chaos of a disaster. The Board's Policy and Public Works Subcommittee recommends adoption of this plan.

PLANNING AND PARKS

1. The Board will consider adopting a resolution to declare 39 acres of County owned property located at 4251 Slanting Bridge Road surplus and consider an offer from The Village at Sherrills Ford, LLC in the amount of \$300,000, subject to the upset bid process. Catawba County obtained the property from Crescent Resources, Inc. on May 1, 2000. Catawba County does not have any use for this property at the present time or in the foreseeable future. The County will notify those property owners of the offer from The Village at Sherrills Ford, LLC and inform them of the upset bid process if they are interested in the property. Notice of the bid will be advertised in the Hickory Daily Record and Newton Observer-News Enterprise, and upset bids may be made to the County within ten days of publication. Once an upset bid has been received by not less than 10 percent of the first \$1,000 and five percent of the remainder, that bid will be re-advertised until there are no further upset bids. The successful bidder must present cash or a certified check for the entire balance due within ninety days of the last day for receipt of upset bids. The Board of Commissioners may, at any time, reject any and all offers. The Board's Finance and Personnel Subcommittee recommends adoption of the resolution declaring this property surplus and starting the upset bid process for the sale of the property.

2. The Board will receive an informational presentation on the proposed Village at Sherrills Ford planned development, which would bring the "village center" concept to the Sherrills Ford-Terrell community on approximately 200 acres located in and around Highway 150 and Slanting Bridge Road with sections for residential dwellings and space for retail, office, medical and other uses.

PUBLIC HEALTH

The Board will receive a report on the "State of the County" from a Public Health perspective from Health Director Doug Urland.

CONTACT: DAVE HARDIN, PUBLIC INFORMATION OFFICER 465-8464



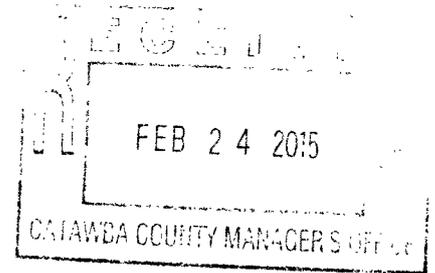
CATAWBA COUNTY OFFICE OF SHERIFF

COY REID, SHERIFF

P.O. Box 385 • 100-B South West Boulevard • Newton, North Carolina 28658-0385
www.catawbacountync.gov/depts/shf/

Office: 828-464-5241
Jail: 828-465-8999
Fax: 828-465-8471

February 23, 2015



Chair C. Randall Isenhower
Catawba County Board of Commissioners
Catawba County Government Center
Newton, NC 28658

Dear Chair Isenhower:

Upon my retirement effective April 1, 2015, I am requesting my service weapon and badge. This is pursuant to North Carolina Statute 20-187.2 of which a copy is enclosed. I have also enclosed my pistol purchase permit for the weapon.

I have been employed full time and part time as a Deputy Sheriff for 32.5 years with Catawba County Sheriff's Office. I have enjoyed my tenure and have made many dear friends and acquaintances. I have enjoyed my years of service with the Sheriff's Office and would like to have these items to commemorate my service with the department.

I thank you for your consideration of my request.

Sincerely,

A handwritten signature in black ink, appearing to read "Alton C. Price".

Alton C. Price
Catawba County Sheriff's Office

cc: Coy Reid, Sheriff
J. Thomas Lundy, County Manager

Enclosures:
Copy of Statute §20-187.2
Original Pistol Purchase Permit

§20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 *et seq.* or 14-409.1 *et seq.*, or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)



43GRCN2UI

**CATAWBA COUNTY
SHERIFF'S OFFICE
NEWTON, NC**

SHERIFF COY REID

PERMIT TO PURCHASE A HANDGUN

I, SHERIFF COY REID, SHERIFF OF CATAWBA COUNTY, DO HEREBY CERTIFY THAT I HAVE CONDUCTED A CRIMINAL BACKGROUND CHECK OF THE APPLICANT:

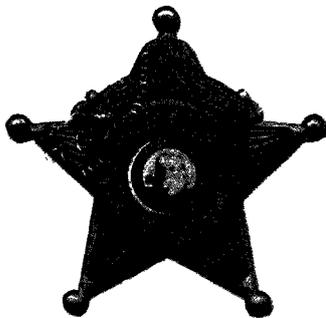
NAME: ALTON CARROLL PRICE
ADDRESS: 3886 RIVER RD
CITY/STATE: HICKORY, NORTH CAROLINA
ZIP CODE: 28602

whose place of residence is in CATAWBA COUNTY, NORTH CAROLINA, and have received no information to indicate that it would be a violation of State or Federal law for the applicant to purchase, transfer, receive, or possess a handgun. The applicant has further satisfied me as to his, her (or) their good moral character, and that the purchase of this handgun is for one of the authorized purposes stated in G.S. 14-404. Therefore, a license or permit is issued to ALTON CARROLL PRICE to purchase one pistol/revolver from any person, firm or corporation authorized to transfer the same.

THIS LICENSE OR PERMIT EXPIRES FIVE (5) YEARS FROM ITS DATE OF ISSUANCE.

This 23rd day of February, 2015

**Permit No. 43GRCN2UI-1
Expires: February 23rd, 2020**



(Valid ONLY with seal)
CCSO Form 1 (Revised 1/14)

Coy Reid

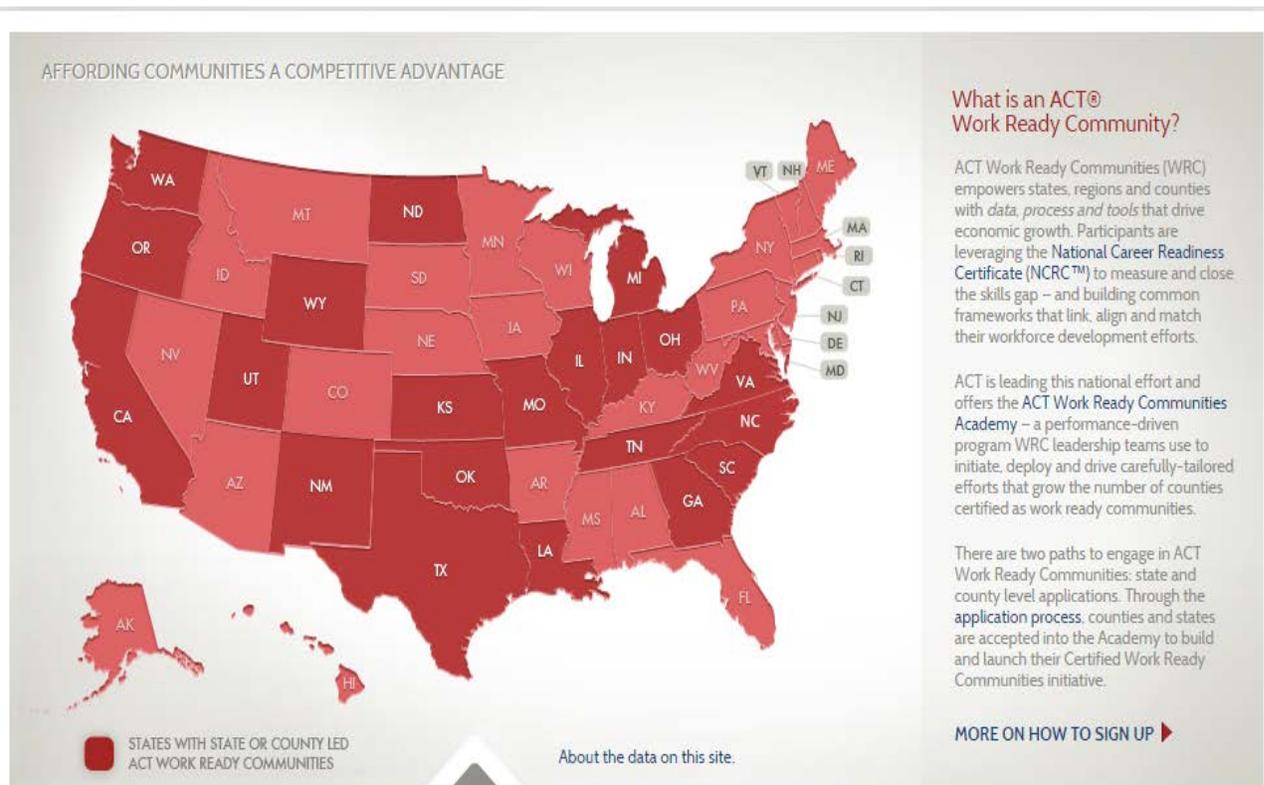
SHERIFF OF CATAWBA COUNTY, NC

NCWorks Certified Work Ready Community

www.workreadycommunities.org

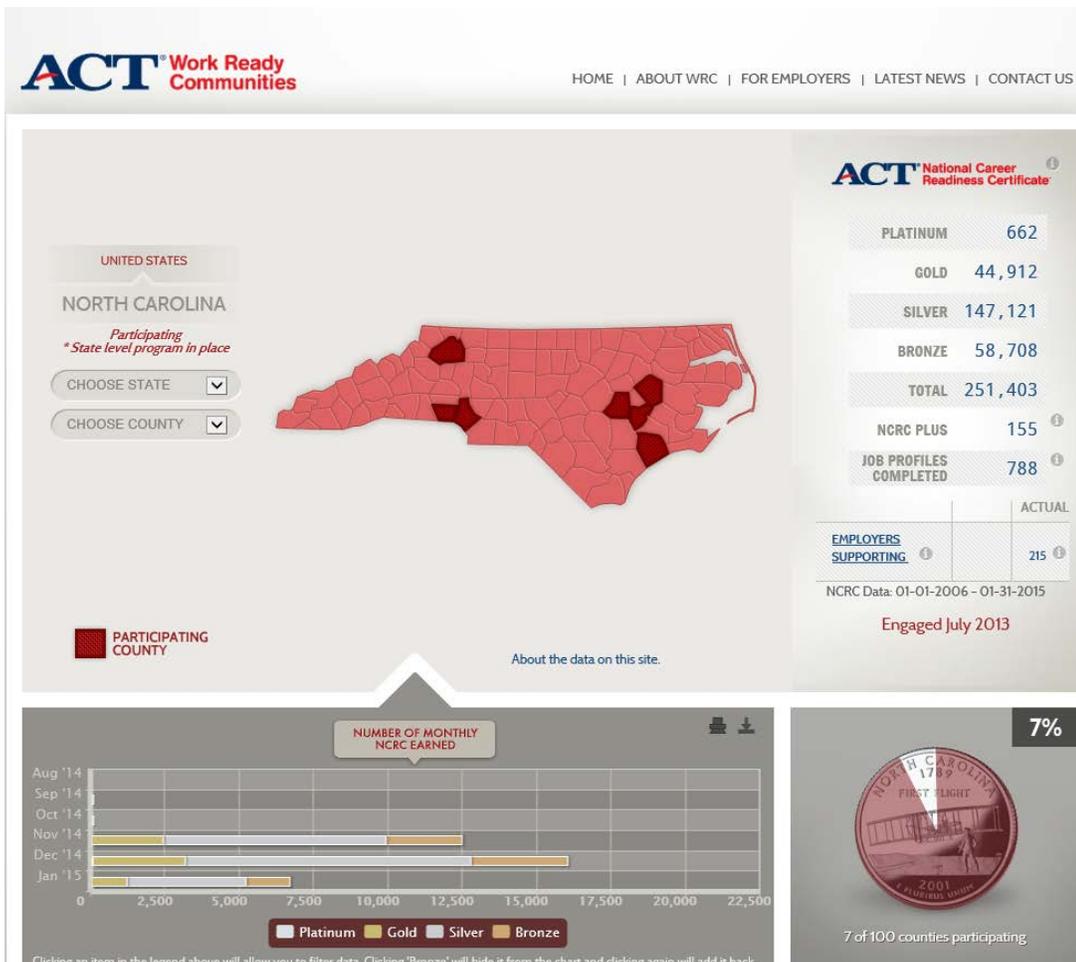
As part of the state's comprehensive workforce development effort, NCWorks, North Carolina is launching a statewide initiative to certify communities and counties as NCWorks Certified Work Ready Communities. This initiative is a collaborative effort between workforce development partners including the Office of the Governor, the North Carolina Chamber, the North Carolina Department of Public Instruction, the North Carolina Community College System Office and the North Carolina Department of Commerce aimed at leveraging data and analysis tools to continue economic growth in North Carolina.

The North Carolina Chamber Foundation serves as the final certifying body to designate a NC Works Certified Work Ready Community.



NCWorks Certified Work Ready Community

www.workreadycommunities.org/NC



Requirements

In order to be certified as an NCWorks Work Ready County, a community must meet each of the following criteria:

- A letter of commitment to workforce excellence from county leaders
- **Progress in the high school graduation rate toward the goal of 94%.**
- Achieve the number of [National Career Readiness Certificates](#) indicated in the Common Criteria
- Gain commitment from employers to recognize the NCRC.

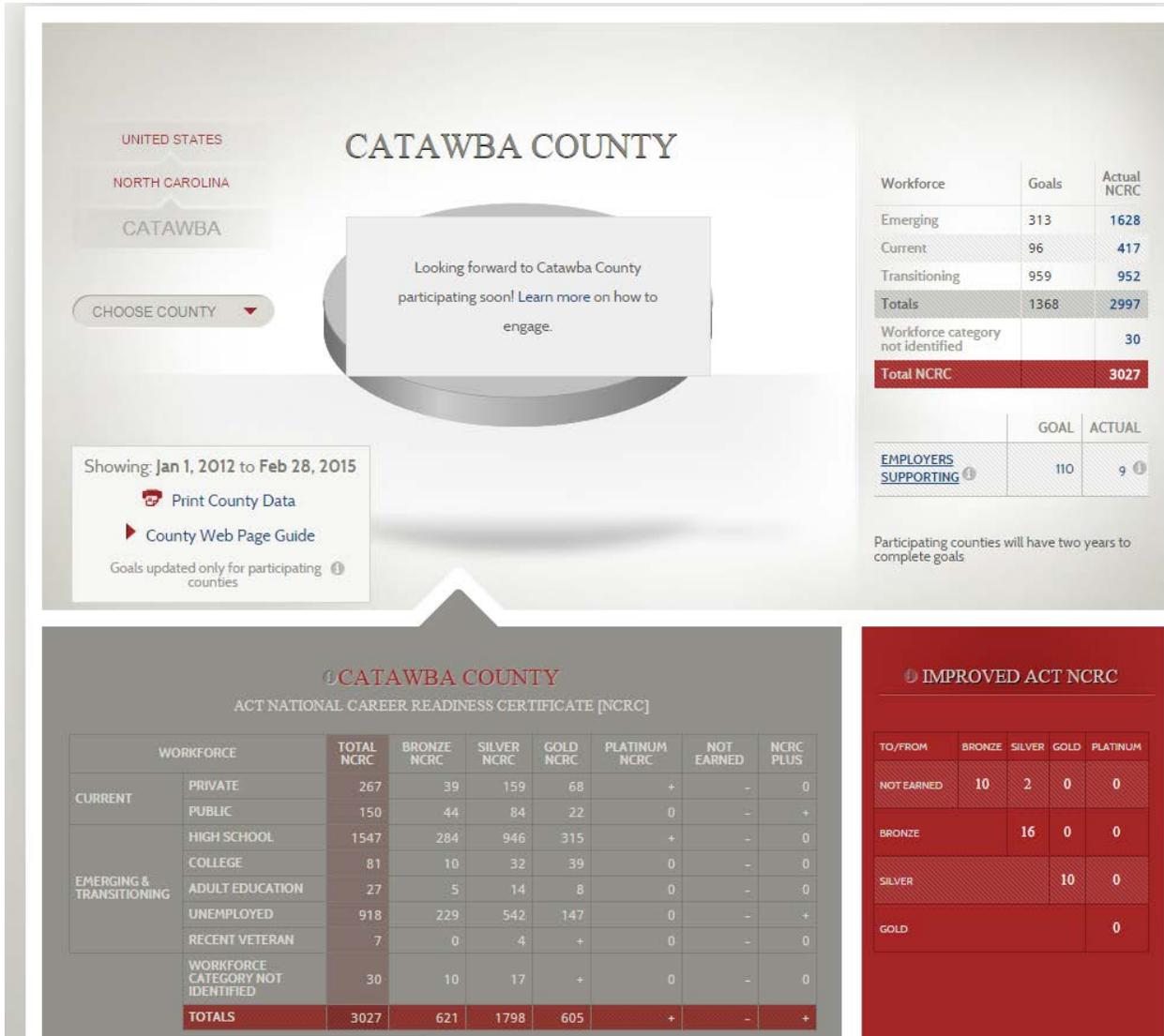
Community Benefits

By participating in the NCWorks Certified Work Ready Communities initiative, counties, regions and states are helping:

- **Business and industry** know exactly which foundational skills they need for a productive workforce – and to easily communicate their needs.
- **Individuals** understand which skills are required by employers – and how to prepare themselves for success.
- **Policy makers** consistently measure the skills gap in a timely manner at the national, state and local levels.
- **Educators** close the skills gap, via tools integrated into career pathways with stackable industry-recognized credentials.
- **Economic developers** use an on-demand reporting tool to market the quality of their workforce.

NCWorks Certified Work Ready Community

Catawba County: Two of the four goals have already been met as part of the certification criteria. The Catawba County CWRC team is working vigorously to ensure the final two goals are met: Transitioning Workforce & Employer Support



Catawba County NCWorks Certified Work Ready Communities Team:

- Wendy Johnson**, Director of Workforce Development, Western Piedmont Council of Governments
- Tracy Hall**, Director of Education Matters, Catawba Valley Community College
- Danny Hearn**, President & CEO, Catawba County Chamber of Commerce
- Veronica Grantham**, Manager, NCWorks Career Center-Catawba & Alexander Career Center
- Joyce Watson**, Director of Human Resources Development, Catawba Valley Community College
- Trina Williams**, CTE Coordinator, Hickory Public Schools
- Bill Long**, Director of Secondary Curriculum, CTE, & Student Services, Newton-Conover City Schools
- Mark Story**, CTE Director, Catawba County Schools
- A member of Catawba County Economic Development

For more information contact Wendy Johnson (wendy.johnson@wpcog.org) 828.485.4273 or Tracy Hall (thall@cvcc.edu) 828.327.7000 x4851.

Government of Catawba County, North Carolina

“Keeping the Spirit Alive Since 1842!”

PROCLAMATION ***National Library Week 2015***

“Unlimited possibilities @ your library!”

WHEREAS, libraries create potential and possibilities within their communities, campuses and schools; and

WHEREAS, libraries level the playing field for all who seek information and access to technologies; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programming, Technology Spaces, job-seeking resources and the power of reading; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS, does hereby proclaim April 12-18, 2015 as **National Library Week** and encourages all residents to visit the library this week and this month to take advantage of the wonderful resources available @ your library.

This 6th day of April, 2015.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Government of Catawba County, North Carolina

“Keeping the Spirit Alive Since 1842!”

PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK APRIL 12 - 18, 2015

WHEREAS, emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters, and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Catawba County E-911 Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and paramedics by monitoring their activities by radio, providing them information, and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Catawba County E-911 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS does hereby proclaim April 12 - 18, 2015 as **National Public Safety Telecommunications Week** in Catawba County in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

This the 6th day of April, 2015.

**Randy Isenhower, Chair
Catawba County Board of Commissioners**

Government of Catawba County, North Carolina

"Keeping the Spirit Alive Since 1842!"

PROCLAMATION

National County Government Month - April 2015

WHEREAS, the nation's 3,069 counties and their professional employees, serving more than 300 million Americans, provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, Catawba County and its employees take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, counties improve quality of life and move America forward through infrastructure of different kinds, in the traditional sense of facilities and systems and through the human "infrastructure" of professional staff; and

WHEREAS, through National Association of Counties President Riki Hokama's initiative, NACo is encouraging counties to focus on how they have improved their communities by building new facilities, efficient cyber systems and networks, water and sewer improvements and other activities; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

WHEREAS, when County staff work with the private sector to provide new facilities such as the Sherrills Ford-Terrell Library and the new Animal Shelter opened in just the last year, or the expanded Justice and Public Safety Center now well underway and completes work on the Southeast Catawba County Water System infrastructure, or designs computer applications to help citizens better access services, jobs are created and local quality of life is improved; and

WHEREAS, when County staff continue to support local foods and farms through the Public Health Farmers Market, "Eat, Drink and Be Local" campaign and Foothills Farm School, plan for the orderly growth of the Highway 150 area with guidance from citizen input, or join with other local governments to support plans for a Lenoir-Rhyne University Health Sciences Center, and work on a volunteer basis in numerous ways including adding to the Carolina Thread Trail by building a public walking trail on County property, the quality of life for our citizens is enhanced.

NOW, THEREFORE, BE IT RESOLVED THAT the Catawba County Board of Commissioners does hereby proclaim April 2015 as National County Government Month and encourages all County officials, employees, schools and residents to participate in this celebration of county government.

This the 6th day of April, 2015.

**C. Randall Isenhower, Chair
Catawba County Board of Commissioners**

Government of Catawba County, North Carolina

“Keeping the Spirit Alive Since 1842!”

PROCLAMATION

NATIONAL PUBLIC HEALTH WEEK

April 6-12, 2015

WHEREAS, the Catawba County Board of Commissioners hopes Catawba County residents will live long, healthy lives free from injury and diseases like cancer, heart disease, COPD, and stroke, which are the top four causes of death in Catawba County; and

WHEREAS, prevention is paramount to preserving the health of our community; and

WHEREAS, tobacco use, physical inactivity, and poor nutrition are the three leading preventable causes of death; and

WHEREAS, in acknowledgement of the devastating impact of poor health on our citizens, this Board encourages everyone to eat well, exercise, get regular check-ups, and make healthy choices that will improve their health and the health of their families.

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS does hereby proclaim the week of April 6-12, 2015, as **“NATIONAL PUBLIC HEALTH WEEK”** in Catawba County and supports Catawba County Public Health’s efforts to make the healthy choice the easy choice for everyone in our community through enhanced opportunities for physical activity, increased access to healthy nutritional options, and the creation of tobacco-free environments.

This the 6th day of April, 2015.

Randy Isenhower, Chair
Catawba County Board of County Commissioners

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: April 6, 2015

SUBJECT: Donation of Emergency Medical Services Ambulance to Hickory Rescue Squad

Request

The Finance and Personnel Subcommittee recommends to the Board of Commissioners the adoption of a resolution declaring a 2010 Chevrolet Type I Ambulance and a Stryker Stretcher surplus property and donating the items to Hickory Rescue Squad.

Background

Hickory Rescue Squad requests a surplus 2010 Chevrolet Type I Ambulance. The ambulance will replace a front line unit they currently have and will be used for patient transports as back up service for Catawba County EMS as well as standbys for the community.

The ambulance to be donated is a 2010 Chevrolet Type I Ambulance with 184,187 miles.

North Carolina General Statute 160A-279 authorizes the county to convey personal property to a nonprofit organization without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and a ten-day public notice.

Recommendation

The Finance and Personnel Subcommittee recommends to the Board of Commissioners the adoption of a resolution declaring a 2010 Chevrolet Type I Ambulance and a Stryker Stretcher surplus property and donating the items to Hickory Rescue Squad.

**RESOLUTION No.
DECLARATION OF SURPLUS PROPERTY AND DONATION TO THE
HICKORY RESCUE SQUAD**

WHEREAS, Catawba County owns a 2010 Chevrolet Ambulance and Stryker Stretcher that is no longer needed for any governmental use;

WHEREAS, North Carolina General Statute 160A-279 authorizes a county to convey personal property by private sale to a nonprofit organization;

WHEREAS, North Carolina General Statute 160A-279 authorizes the conveyance without monetary consideration if the recipient ensures the property will be used for a public purpose;

WHEREAS, the Hickory Rescue Squad is a nonprofit organization that provides a public service;

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. A 2010 Chevrolet Type I Ambulance and Stryker Stretcher are declared surplus property.
2. The property will be donated to the Hickory Rescue Squad without monetary consideration.
3. The Purchasing Manager shall be authorized to conduct the transfer of property and shall publish a notice summarizing the contents of this resolution and the property shall be conveyed anytime after ten days after the notice publication.

This the 6th day of April 2015.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

Hickory Rescue Squad
P.O. Box 1056
Hickory, NC 28603

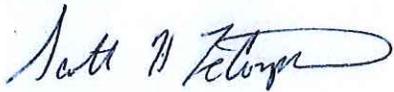
To Whom It May Concern,

Hickory Rescue would like to request the assistance of Catawba County Emergency Services in acquiring the use of surplus ambulance 004 and a stretcher. Hickory Rescue was allowed to inspect the piece of equipment at the county garage, and saw the potential to better service our organization. In turn, allowing better service of the citizens within our district.

Currently Hickory Rescue Squad possesses a 1990 Chevrolet Ambulance that is very outdated and has been in the need of continued maintenance. The stretcher that we currently possess is outdated and doesn't accommodate the citizens of our district and the need when we are placed on standby for the county.

In having your continued support our organization can continue to provide quality service to citizens and visitors of Catawba County.

Sincerely,



Scott H. LeCompte
Chief Hickory Rescue Squad

2010 Chevrolet
VIN - 1GB9G5BL0A1113089
Mileage - 184,187

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: April 6, 2015

SUBJECT: Approval of Hiring a Relative of the Sheriff

REQUEST

The Finance and Personnel Subcommittee recommends the Board of Commissioners approve the appointment of Jason Reid to the position of Deputy Sheriff.

BACKGROUND

Per North Carolina General Statute 153A-103, the Board of Commissioners must approve the appointment of an officer who is a relative of the Sheriff. Sheriff Reid is requesting approval of the appointment of his son, Jason Reid, to the Lt. of Narcotics position. Jason is currently the Lt. of Narcotics with the Lincoln County Sheriff's Office and has been since December of 2010. He has been in law enforcement for close to 20 years and over half that time has been in the narcotics division.

North Carolina General Statute 153A reads as follows:

§ 153A-103. Number of employees in offices of sheriff and register of deeds.

Subject to the limitations set forth below, the board of commissioners may fix the number of salaried employees in the offices of the sheriff and the register of deeds. In exercising the authority granted by this section, the board of commissioners is subject to the following limitations:

- (1) Each sheriff and register of deeds elected by the people has the exclusive right to hire, discharge, and supervise the employees in his office. However, the board of commissioners must approve the appointment by such an officer of a relative by blood or marriage of nearer kinship than first cousin or of a person who has been convicted of a crime involving moral turpitude.
- (2) Each sheriff and register of deeds elected by the people is entitled to at least two deputies who shall be reasonably compensated by the county, provided that the register of deeds justifies to the Board of County Commissioners the necessity of the second deputy. Each deputy so appointed shall serve at the pleasure of the appointing officer.

Notwithstanding the foregoing provisions of this section, approval of the board of commissioners is not required for the reappointment or continued employment of a near relative of a sheriff or register of deeds who was not related to the appointing officer at the time of initial appointment. (1953, c. 1227, ss. 1, 2; 1969, c. 358, s. 1; 1973, c. 822, s. 1; 1977, c. 36; 1979, c. 551; 1987, c. 362.)

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the Board of Commissioners approve this request to hire Jason Reid as a Lt. of Narcotics.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: April 6, 2015

IN RE: Joint Resolution Regarding Lake Norman Territorial Jurisdiction

REQUEST

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt a joint resolution which provides that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area.

BACKGROUND

Lake patrols have been operating under the provisions of "An Act to Establish the Lake Norman Marine Commission", enacted as Chapter 1089 of the 1969 Session Laws. It has been discovered that a required specific joint resolution regarding territorial jurisdiction has not been adopted by the Counties of Catawba, Iredell, Lincoln and Mecklenburg. The attached resolution meets this requirement and upon its adoption, will be kept on file with the Clerk of each of these counties as well as with the Executive Director of the North Carolina Wildlife Commission.

RECOMMENDATION

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt a joint resolution which provides that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area.

**JOINT RESOLUTION
REGARDING LAKE NORMAN TERRITORIAL JURISDICTION**

WHEREAS, pursuant to “An Act to Establish the Lake Norman Marine Commission” enacted as Chapter 1089 of the 1969 Session Laws (the “Act”), the counties of Catawba, Iredell, Lincoln and Mecklenburg adopted resolutions which created the Lake Norman Marine Commission; and

WHEREAS, the Lake Norman Marine Commission has operated continuously since its establishment; and

WHEREAS, Sec. 9 (a) of the Act reads as follows:

Sec. 9. Enforcement. (a) Where a joint resolution so provides, all law enforcement officers (or such officers as may be designated in the joint resolution) with territorial jurisdiction as to any part of Lake Norman or its shoreline area shall, within the limitations of their subject matter jurisdiction, have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area; and

WHEREAS, the Board of Commissioners of Catawba County has determined that it would be in the best interest of the people of the counties of Catawba, Iredell, Lincoln and Mecklenburg for the territorial jurisdiction of all law enforcement officers having jurisdiction over any part of Lake Norman or its shoreline area to be expanded as authorized by Sec. 9 (a) of the Act; now, therefore, be it

RESOLVED by the Board of Commissioners of Catawba County, as authorized by Sec. 9 (a) of Chapter 1089 of the 1969 Session Laws, that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area shall, within the limitations of their subject matter jurisdiction, have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area; and

BE IT FURTHER RESOLVED that a copy of this Joint Resolution be forwarded by the Clerk to the Board to the governing bodies of the other counties which have joined together to create the Lake Norman Marine Commission, and to the Executive Director of the North Carolina Wildlife Commission, as provided in Sec. 7 of the Act.

Adopted the 6th day of April, 2015.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Memorandum

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: April 6, 2015

RE: Adoption of a Resolution to Accept an offer to Purchase for Surplus Property Owned by County for the Benefit of Catawba Valley Medical Center (“CVMC”) in Catawba County subject to the Upset Bid Procedures set forth in North Carolina General Statutes.

Request:

The Finance and Personnel Subcommittee recommends the Board of Commissioners adopt a resolution to accept the offer made by Chen Development, LLC, to purchase surplus properties and advertise the proposed offer in accordance with North Carolina General Statute 160A-269 for the sale of property by negotiated offer, advertisement and upset bid.

Background:

The properties are a 0.57 acre lot and a 0.34 acre (approximate) portion of another lot (approximate 0.34 acre lot to remain) located at 108 29th Avenue NE (Parcel 370416938301) & 120 29th Avenue NE (Parcel 370416939336), respectively, in Hickory. CVMC purchased the properties in March of 1997 as part of the purchase of other properties on which Catawba Valley Family Medicine – North Hickory now sits. The records of the hospital attorney reflect that the properties were purchased with Hospital funds. A copy of each deed is attached. Since its purchase in 1997, the land has remained vacant and unused. CVMC has no use for these properties. CVMC recently received an offer to purchase the property for the sum of \$270,000.00. A copy of the offer from Chen Development, LLC is attached. The tax values of these parcels are \$99,300.00 and \$103,700.00 (entire lot), respectively.

Although the specific use of the land is unknown, CVMC has been informed by Ryan Lovern, Commercial First Realtor, that the intended use does not conflict or compete with CVMC’s medical office practice located nearby.

Recommendation:

The Finance and Personnel Subcommittee recommends the Board of Commissioners adopt a resolution to accept the offer made by Chen Development, LLC, to purchase surplus properties and advertise the proposed offer in accordance with North Carolina General Statute 160A-269 for the sale of property by negotiated offer, advertisement and upset bid.

Attachments:

1. County Source Deed
2. Copy of Agreement for Purchase and Sale of Real Property
3. 2014 Aerial Photo of Properties

4. Full Surveys

Resolution #
Notice of Upset Bid - Real Property
Parcel ID #3704-1693-8301 and 3704-1693-9336

WHEREAS, the County of Catawba owns certain property located on 29th Avenue NE in Hickory; and

WHEREAS, North Carolina General Statute 160A-269 permits the county to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$270,000.00, submitted by Chen Development, LLC; and

WHEREAS, Chen Development, LLC has paid the required 5 percent (5%) deposit on the offer;

WHEREAS, the Catawba County Board of Commissioners accepts the offer of \$270,000.00, subject to the upset bid procedure;

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. The Catawba County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.
2. The Purchasing Agent shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Purchasing Agent within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Purchasing Agent shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Purchasing Agent shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The county will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that the buyer must pay with cash, cashier's check or certified check at the time of closing.

8. The county reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

This the _____ day of _____, 2015.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Excise Tax 4.00 Recording Time, Book and PAID

RUTH MACKIE

Tax Lot No. _____ Parcel Identifier No. 7 MAR 20 AM 11 21
Verified by _____ County on the _____ day of _____, 19____
by _____

REGISTRAR OF DEEDS

CATAWBA CO., N.C.

006015

MAIL AFTER RECORDING TO:

THIS INSTRUMENT WAS PREPARED BY: R. Allen Ingram, Jr., Post Office
Box 218, Hickory, North Carolina 28603

Brief Description for the Index: _____

REVENUE \$160.00

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of March, 1997, by and between Cathy D. Ballew, a single woman, formerly known as Cathy B. Daugherty, Grantor and Catawba County, a municipal corporation, Grantee.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Hickory Township, Catawba County, North Carolina and more particularly described as follows:

BEGINNING at an iron stake located in the southern margin of the right of way of 29th Avenue, N.E., the northwest corner of Lot 2 of the H. J. Seabock property as shown on plat recorded in the Catawba County Registry in Plat Book 8, Page 122, and running thence from said beginning point South 28° 55' East with the western line of Lot 2, 120.00 feet to an iron stake; thence continuing with the western line of Lot 2, South 28° 55' East 80 feet to an iron stake in the line of Lot 11; thence a new line South 84° 08' West 51.12 feet to an iron stake in the eastern line of Lot 1; thence continuing South 84° 08' West, 163.78 feet to an iron stake located in the eastern margin of the right of way of 2nd Street, N.E., the northwest corner of Lot 12; thence with the western line of Lot 1 and the eastern margin of the right of way of 2nd Street, N.E., North 14° 19M East, 159.01 feet to an iron stake in the southern margin of 29th Avenue, N.E., the northwest corner of Lot 1; thence with the northern line of Lot 1 and the southern margin of the right of way of 29th Avenue, N.E., North 61° 05' East, 88.82 feet to the point of Beginning.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2006, Page 1657, Catawba County Registry.

A map showing the above described property is recorded in Plat Book 8, Page 122.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all

encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Any and all easements, rights of way, and encumbrances of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Cathy D. Ballew (SEAL)
Cathy D. Ballew

NORTH CAROLINA
CATAWBA COUNTY

I, a Notary Public of the County and State aforesaid, certify that Cathy D. Ballew personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19 day of March, 1997.

Pauline A. Smith
Notary Public

My Commission Expires: 2/28/98

STATE OF NORTH CAROLINA - COUNTY OF CATAWBA

Notary Public of

The foregoing certificate of Pauline A. Smith, Catawba Co., N.C., is certified to be correct. This instrument was presented for registration this 20th day of March, 1997, at 11:21 A.M. A.M., and duly recorded in the office of the Register of Deeds of Catawba County, North Carolina in Book 2023, at Page 272.

This the 20th day of March, 1997.

RUTH MACKIE, REGISTER OF DEEDS

By: Ruth Mackie
XXXXXXXXXXXXXXXXXXXX Register of Deeds PH

PAID 125

02-20-97

RM

\$160.00

STATE OF NORTH CAROLINA



Real Estate Excise Tax

REVENUE \$100.00

~~BOOKS XXXXX~~ 100.00

Recording Time, Book and PAGE

RUTH MACKIE

Tax Lot No. _____ Parcel Identifier No. 7 MAR 20 AM 11 20
Verified by _____ County on the _____ day of _____, 1997
by _____

REGISTER OF DEEDS

CATAWBA CO., N.C.

MAIL AFTER RECORDING TO:

006014

THIS INSTRUMENT WAS PREPARED BY: R. Allen Ingram, Jr., Post Office
Box 218, Hickory, North Carolina 28603

Brief Description for the Index: _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of March, 1997, by and between
Weyburn H. Seabock and wife, Hattie V. Seabock, and Wilbert W.
Seabock and wife, Ruth L. Seabock Grantors and Catawba County, a
municipal corporation, Grantee.

The designation Grantor and Grantee as used herein shall include
said parties, their heirs, successors, and assigns; and shall
include singular, plural, masculine, feminine or neuter as required
by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by
the Grantee, the receipt of which is hereby acknowledged, has and
by these presents does grant, bargain, sell and convey unto the
Grantee in fee simple, all that certain lot or parcel of land
situated in Hickory Township, Catawba County, North Carolina and
more particularly described as follows:

Being all of Lot 2 of the H. J. Seabock Subdivision as
shown on a plat recorded in Plat Book 8, page 122,
Catawba County Registry.

The property hereinabove described was acquired by Grantor by
instrument recorded in Book 551, Page 267, Catawba County Registry.

A map showing the above described property is recorded in Plat Book
8, Page 122.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all
privileges and appurtenances thereto belonging to the Grantee in
fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized
of the premises in fee simple, has the right to convey the same in
fee simple, that title is marketable and free and clear of all
encumbrances, and that Grantor will warrant and defend the title
against the lawful claims of all persons whomsoever except for the
exceptions hereinafter stated. Title to the property hereinabove
described is subject to the following exceptions:

Any and all easements, rights of way, and encumbrances of
record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and
seal, or if corporate, has caused this instrument to be signed in
its corporate name by its duly authorized officers and its seal to
be hereunto affixed by authority of its Board of Directors, the day
and year first above written.

Weyburn H. Seabock (SEAL)
Weyburn H. Seabock

Hattie V. Seabock (SEAL)
Hattie V. Seabock

CATAWBA
124

03-10-97

RM

\$100.00

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

Wilbert W. Seabock (SEAL)
Wilbert W. Seabock

Ruth L. Seabock (SEAL)
Ruth L. Seabock

NORTH CAROLINA

CATAWBA COUNTY

I, a Notary Public of the County and State aforesaid, certify that Weyburn H. Seabock and Hattie V. Seabock personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of March, 1997.

Pauline A. Smith
Notary Public

My Commission Expires: MY COMMISSION EXPIRES
FEBRUARY 28 1998



NORTH CAROLINA

CATAWBA COUNTY

I, a Notary Public of the County and State aforesaid, certify that Wilbert W. Seabock and Ruth L. Seabock personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of March, 1997.

Vicki A. Vanderlinden
Notary Public

My Commission Expires: 3/19/2000



STATE OF NORTH CAROLINA - COUNTY OF CATAWBA

Pauline A. Smith and Vicki A. Vanderlinden, Notaries Public of Catawba County, NC, are certified to be correct. This instrument was presented for registration this 20th day of March, 1997, at 11:20 A.M. xxx., and duly recorded in the office of the Register of Deeds of Catawba County, North Carolina in Book 2023, at Page 270.

This the 20th day of March, 1997.

REGISTER OF DEEDS

By: Ruth Mackie
RUTH MACKIE Register of Deeds
RUTH MACKIE Jc

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (COMMERCIAL)

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between CHEN DEVELOPMENT, LLC, a Georgia limited liability company ("Buyer"), and CATAWBA COUNTY ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Property":** 108 29th Avenue NE and a portion of 120 29th Avenue NE, Hickory, NC 28601, as more fully described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes, the tax parcel number of the Property is: 370416938301 and a portion of 370416939336)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto, and all personal property, if any, itemized on Exhibit A.

\$270,000.00 (b) **"Purchase Price"** shall mean the sum of Two Hundred Seventy Thousand and 00/100 Dollars.

payable on the following terms:

\$ (i) **"Earnest Money"** as defined be defined in Exhibit B.

\$ (ii) **Cash**, balance of Purchase Price, at Closing

- (c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on a date selected by Buyer on or before the date that is sixty (60) days after expiration of the Examination Period (defined below).

- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

- (e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through one hundred eighty (180) days thereafter. Buyer shall be entitled to extend the Examination Period by written notification prior to the end of the Examination Period and extensions for four (4) sixty (60) day periods by depositing with Seller Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars per extension. Additional deposit shall be non-refundable, except in the event of Seller default, but applicable to the Purchase Price.

- (f) **"Brokers"** shall mean: Commercial First, as the Buyer's broker ("Buyer's Broker"). Seller shall be responsible for paying a commission to Seller's Broker and Buyer's Broker in accordance with a separate written agreement.

- (g) **"Seller's Notice Address"** shall be as follows:

Catawba County
810 Fairgrove Church Road SE
Hickory, NC 28602-9617

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

Chen Development, LLC
Attn: Ron L. Turner, Jr.
568 Jetton Street, Suite 200
Davidson, NC 28036

except as same may be changed pursuant to Section 12.

Section 2. Sale of Property and Payment of Purchase Price. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price, subject to the terms and conditions contained in this Agreement.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other liabilities to be assumed by Buyer, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, exolve tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any management or leasing fees or commissions due with respect to the Property, and all other expenses customarily paid by sellers at closings in the locality in which the Property is located. Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and other expenses customarily paid by buyers at closings in the locality in which the Property is located. Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to deliver to Buyer within five (5) business days after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys, appraisals, traffic studies prepared with respect to the Property, all zoning documentation and other approvals for the Property, copies of all presently effective warranties or service contracts related to the Property, all inspections and other reports regarding the Property including, without limitation, structural, mechanical, engineering, environmental, soils, geotechnical), and any such other documentation concerning the Property as Buyer shall reasonably request. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) road rights of way; (b) utility easements of record; (c) the lien for the current year's ad valorem real property taxes; (d) zoning ordinances affecting the Property and (e) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) Intentionally deleted.

(b) Intentionally deleted.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, or if Buyer has any other objections to the status of title on the Property, then Buyer shall promptly notify Seller in writing of all such title defects, objections and exceptions, in no case later than the end of the Examination Period, and Seller shall have fifteen (15) days to cure said noticed defects or objections. If Seller does not cure the defects or objections within fifteen (15) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii)

proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense, and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom, except to the extent of any damage or injury caused by Seller's (or Seller's agents) negligence or misconduct. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections.

IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF ALL OF THE EARNEST MONEY AS SET FORTH IN SECTION 1(B) (I) ABOVE, EXCEPT FOR THAT PORTION, IF ANY, THAT IS NON-REFUNDABLE AS PROVIDED IN SECTION 1(E).

Section 7. Leases; Other Agreements: There are no unrecorded written or oral leases or tenancies on or concerning the Property. Additionally, at or prior to Closing, Seller must terminate all management, leasing, and service agreements related to the Property that Buyer does not expressly elect to assume in writing, and pay all fees or commissions due anyone with respect to any such agreements.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, and such breach remains uncured five (5) business days after Buyer delivers notice to Seller of such breach then the Earnest Money (and any and all other sums paid by Buyer to Seller), except to the extent non-refundable under Section 1(e), shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach, including, without limitation, specific performance. In the event this offer is accepted and Buyer breaches this Agreement, and such breach remains uncured five (5) business days after Seller delivers notice to Buyer of such breach, then Seller may terminate this Agreement, upon which termination the Earnest Money shall be forfeited to Seller as Seller's full and agreed upon liquidated damages. Buyer hereby has the right to terminate this Agreement for any reason whatsoever, in its sole discretion, within the Examination Period (including any and all extensions thereto), upon which termination all of the Earnest Money (as set forth in Section 1(b)(i) above) shall be promptly returned to Buyer and neither party hereto shall have any further obligations or liabilities to the other hereunder. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a general warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a non-warranty bill of sale for any personalty located and remaining on the Property at Closing pursuant to the terms of this Agreement, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), gap indemnity, and any other documents required by Buyer's title insurance company, and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Exclusive possession of the Property shall be delivered to Buyer at Closing.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):
None

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any. Seller represents that the regular owners' association dues, if any, are: N/A.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within one year after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable by Buyer.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum. The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Seller shall be responsible for paying out of its proceeds at Closing a brokerage commission to the Seller's Broker and Buyer's Broker listed in Section 1 as set forth in a separate agreement. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Seller's Broker and Buyer's Broker is established by and shall be governed by separate agreements entered into as amongst the Seller's Broker, the Buyer's Broker and the Seller.

Section 23. Counterparts; Signatures. This Agreement may be executed in counterparts and/or with counterpart signature pages, all of which together shall constitute a single agreement. Electronic facsimiles of signatures shall be acceptable and binding upon the parties hereto.

Section 24. As-Is Sale; Personal Property. Except as expressly set forth in this Agreement, the Property is being sold and conveyed "as is" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, and zoning of the Property; provided that, all furniture, fixtures equipment and other personal contents located on the Property as of the Contract Date shall remain on the Property and shall be conveyed to Buyer at Closing pursuant to the bill of sale set forth above. In no event shall Seller remove any such personal property from the Property without the express written consent of Buyer.

Section 25. Buyer acknowledges the acceptance of an offer by seller is subject to approval by Catawba County Board of Commissioners and Catawba County's upset bid process.

Section 26. Additional provisions are set forth on Exhibit "B" which amend or replace certain provisions to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

CHEN DEVELOPMENT, LLC

By: Piedmont Land Development, Inc., its Managing Member

By: 

Name: Ron L. Turner, Jr.

Title: President

Date: 3-5-15

SELLER:

CATAWBA COUNTY

f/b/o/ CATAWBA VALLEY MEDICAL CENTER

By: 

Name: David Boone

Title: Chief Financial Officer

Date: 3/4/2015

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

Exhibit A

The Property

Parcel Id: 370416938301 and a portion of 370416939336

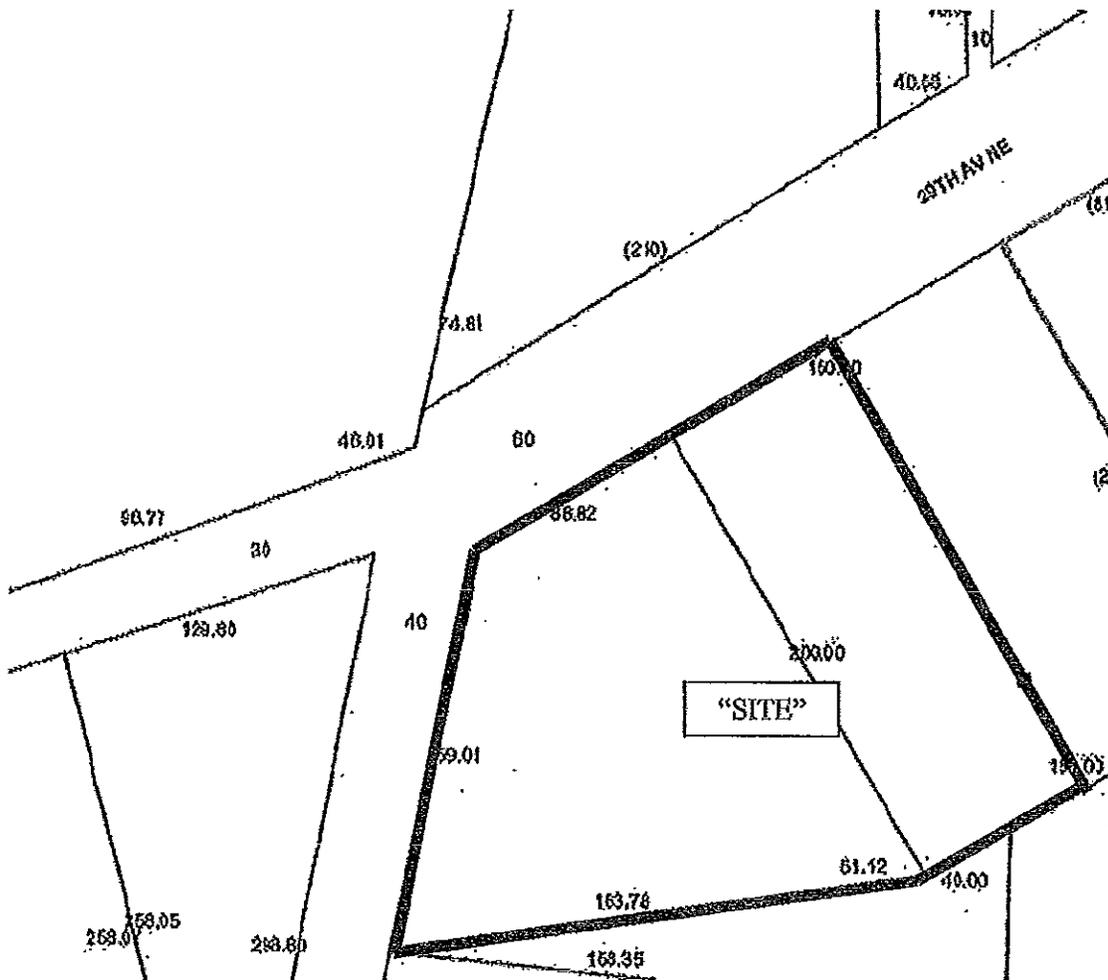


Exhibit B
Additional Provisions

1. Section 1 (b)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) "Earnest Money" shall mean Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00). Within five (5) business days after notice from Seller that it wishes to accept Buyer's offer, Earnest Money shall be promptly delivered to the Seller, in care of Rodney Miller, Director of Finance, Pos: Office Box 389, 100-A South West Boulevard, Newton, North Carolina 28658, to be held pending the conclusion of the advertising and upset bid process set forth in N. C. General Statute § 160A-269 (the "Bid Statute"). In the event that a third party makes a higher bid for the property and makes the deposit required by the Bid Statute, Buyer shall be entitled to demand refund of the Earnest Money and this Agreement shall be terminated. If Buyer instead elects to increase his offer, in accordance with the Bid Statute, the amount of Earnest Money shall be increased as required, and the Purchase Price shall be the amount of the final bid by Buyer. If, at the conclusion of the bid process, the Buyer is the successful bidder and Seller desires to accept the offer, Seller shall promptly notify Buyer, and the date of such notification shall be the Contract Date.

Upon expiration of Examination Period, the Earnest Money shall become non-refundable to Buyer (except in the event of a Seller default or as otherwise expressly provided herein), but shall remain applicable to the Purchase Price at Closing.

2. Notwithstanding any other provision in the Agreement, additional deposits made pursuant to Section 1(a) of the Agreement shall be non-refundable except in the event of Seller default, and upon termination of this Agreement, be retained by Seller.
3. Buyer shall be responsible for obtaining a new survey to establish new boundary lines and legal description. The survey shall be certified to Seller.



MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Policy and Public Works Subcommittee
DATE: April 6, 2015
RE: Adoption of the Unifour Regional Hazard Mitigation Plan

Request

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt the 2015 Unifour Regional Hazard Mitigation Plan.

Background

Catawba County and each of the municipalities within the county, along with Alexander, Caldwell, and Burke Counties and their municipalities, participated in a regional multi-jurisdictional hazard mitigation planning effort that began in June of 2013. This planning effort was funded by the State of North Carolina awarding federal Department of Homeland Security Pre-Disaster Mitigation grant monies to the four counties for a total cost of \$100,000.00 with a 75/25 cost share. Catawba County served as the lead jurisdiction for the Unifour planning effort and hosted the grant. The entire county/city cost share was covered through staff time and other in-kind services and materials.

There have been two previous requests related to this planning effort which asked for the designation of Bryan Blanton and Karyn Yaussy as Designated Agents for the grant, and for a supplemental appropriation for the hazard mitigation planning costs which have been reimbursed by Department of Homeland Security Pre-Disaster Mitigation Grant funds.

This third, and final, request is for the Board of Commissioners to adopt the completed Unifour Regional Hazard Mitigation Plan as required by Section 322 of the Federal Disaster Mitigation Act of 2000. Under 44 CFR 201.6 every local jurisdiction must have a FEMA approved plan in order to apply for and receive money from specific federal and state assistance programs that address pre and post disaster mitigation projects, planning, flood assistance, and repetitive loss buy-outs.

Hazard mitigation actions are taken to reduce or eliminate the long-term risk to life and property from a variety of hazards. Mitigation can occur before, during and after a disaster but it has been shown that mitigation is most effective when based on a comprehensive, long-term plan that is developed before a disaster occurs. Adoption of this plan is a significant step in fulfilling the Board of Commissioners 2015 goal for the emergency management program to provide efficient and effective pre-hospital emergency services, improve public safety, minimize property damage and protect areas from disaster.

The completed plan <http://www.catawbacountync.gov/EmergencyServices/Hazard/EntirePlan.pdf> contains evidence of each jurisdiction's participation in the planning process, risks identified for the regional planning area and specific risk identified by each jurisdiction, regional mitigation strategies and jurisdiction specific mitigation actions. The plan, which was completed in November 2014 and approved

by FEMA on January 12, 2015, will help prevent lives, homes and businesses from being damaged by a disaster and help the return to normal after the chaos of a disaster.

Recommendation:

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt the 2015 Unifour Regional Hazard Mitigation Plan.

Unifour Regional Hazard Mitigation Plan

Natural hazards have the potential to cause property damage, loss of life, economic hardship, and threats to public health and safety. Hazard mitigation measures are the things we do today to be more protected in the future. They are actions taken before a disaster happens to reduce the impact of future hazard events on people and property in the community. Mitigation reduces the risk of loss and creates a more resilient and sustainable community.

Project Overview

The counties of Alexander, Burke, Caldwell and Catawba, in coordination with their participating municipal jurisdictions, prepared a **regional hazard mitigation plan** that covers the four-county Unifour area. The Unifour Regional Hazard Mitigation Plan identifies local policies and actions for reducing risk and future losses from natural hazards such as floods, severe storms, wildfires, and winter weather. It builds upon four separate hazard mitigation plans that were prepared by each county in coordination with their municipalities in the previous five year planning cycle.

The new regional plan serves to meet key federal planning regulations which require local governments to develop a hazard mitigation plan as a condition for receiving certain types of pre and post disaster assistance, including funding for hazard mitigation projects and flood plain management.

These mitigation planning requirements stem from the Disaster Mitigation Act of 2000, which was passed by the U.S. Congress in October of 2000. This Act amended federal law to require that all states and local governments must have hazard mitigation plans in place in order to be eligible to apply for funding under such programs as the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program.

The Planning Process

The planning process for the Unifour Regional Hazard Mitigation Plan consisted of six main phases described in detail in the following sections: **public outreach, risk assessment, capability assessment, mitigation strategy development, plan maintenance, and plan adoption.** The end result is a new regional hazard mitigation plan based on this new planning effort.



Above: The plan update process being followed for the Unifour Regional Hazard Mitigation Plan.

Public Outreach

The goals of the public outreach strategy for this planning effort were to: generate public interest, solicit citizen input, and engage additional partners in the planning process.

Public outreach included two open public meetings, a project information website at <http://www.catawbacountync.gov/emergencyServices/hazard/regionalPlan.asp>, a web-based public participation survey (accessible through the website), and updates and information shared via social media, such as on Facebook and Twitter.

Risk Assessment

The outcomes of the risk assessment were an evaluation of each hazard's potential impacts on the people, economy, and built and natural environments in the planning area plus an understanding of each participating jurisdiction's overall vulnerability and most significant risks. These potential impacts and a thorough understanding of the overall vulnerability were used to create problem statements and identify and prioritize mitigation actions to reduce risk.

Capability Assessment

Each participating jurisdiction has a unique set of capabilities, including authorities, policies, programs, staff, funding, and other resources available to accomplish mitigation and reduce long-term vulnerability. By reviewing the existing capabilities in each jurisdiction, the planning team identified capabilities that currently reduce disaster losses or could be used to reduce losses in the future.

Mitigation Strategy Development

The primary purpose of mitigation planning is to systematically identify policies, actions, and activities to reduce the impact that future natural hazard occurrences will have on people and property in the planning area. Mitigation strategy development included developing long-range mitigation goals common to the planning area and short-term mitigation actions specific to each participating jurisdiction.

Plan Maintenance

Plan maintenance is the process established to track the plan's implementation and to aid in updating the plan every five years. These procedures help to ensure that the mitigation strategy is implemented according to the plan. They also provide the foundation for an ongoing mitigation program, standardize long-term monitoring of hazard-related activities, integrate mitigation principles into local officials' daily job responsibilities, and maintain momentum through continued engagement and accountability in the plan's progress.

Plan Adoption

Each participating jurisdiction seeking plan approval must adopt the plan. Adoption by the local governing body demonstrates the community's commitment to implementing the mitigation strategy and authorizes responsible agencies to execute their actions. The final plan is not approved until the community adopts the plan and FEMA receives documentation of formal adoption by the governing body of the jurisdictions requesting approval.

Project Leadership

This regional planning effort was led by Catawba County Emergency Services and the Catawba County Planning, Parks & Development office, with technical assistance from AECOM. A local Hazard Mitigation Planning Committee made up of local officials, representatives, and stakeholders was established to guide this process. In addition, local points of contact were established for each of the four counties as well as all of the participating municipal jurisdictions. Planning committee meetings and open public meetings were scheduled to occur at key points throughout the project timeline.

Schedule

The planning process began in June 2013 and a fully updated plan was ready for review by the North Carolina Division of Emergency Management and the Federal Emergency Management Agency by the Fall of 2014. Plan documents were available on the project information website throughout the various stages in the planning process.

For More Information

To learn more about this project, or to find out how you can be involved, please contact Karyn Yaussy, Catawba County Emergency Management Coordinator, at (828) 465-8230 or kyaussy@catawbacountync.gov.

Additional information and regular updates throughout the duration of this project can be found on the Unifour Hazard Mitigation Planning website at <http://www.catawbacountync.gov/emergencyServices/hazard/regionalPlan.asp>



Alexander County
North Carolina



CATAWBA COUNTY
North Carolina

RESOLUTION NO. 2015-

ADOPTION OF UNIFOUR REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Catawba County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flooding, tornadoes, winter storms, dam failures and geological hazards such as sink holes and earthquakes; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina, in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 --- Senate Bill 300 effective July 1, 2001), states therein in Item (a) (2) “For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act”; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Catawba County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Catawba County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, therefore, be it resolved that the Board of Commissioners of Catawba County hereby:

1. Adopts the Unifour Regional Hazard Mitigation Plan; and
2. Vests the Planning and Parks Department with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the Emergency Services Department to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Board of Commissioners of Catawba County for consideration.
4. Authorizes all county departments listed in the Mitigation Actions for Catawba County in Section 7 of the Unifour Regional Hazard Mitigation Plan to develop and implement the programs and procedures necessary to complete the listed actions.
5. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

This the ____ day of _____, 2015.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

ATTEST:

Barbara E. Morris, Clerk

MEMORANDUM

To: Finance and Personnel Subcommittee

From: Rodney Miller, Finance Director
Jacky Eubanks, Planning Director

Date: March 30, 2015

Subject: Sale of Surplus Property (39 acres)

Request

Staff requests the Finance and Personnel Subcommittee recommends to the Board of Commissioners the adoption of a resolution to declare County owned property located at 4251 Slanting Bridge Road (39 acres) surplus and consider the offer of The Village at Sherrills Ford, LLC in the amount of \$300,000.00 subject to the upset bid process.

Background

Catawba County obtained the property from Crescent Resources, Inc. May 1, 2000. The property consists of 39 acres and is located at 4251 Slanting Bridge Road in Sherrills Ford (Parcel ID #4607-04-70-7149). Catawba County does not have any use for this property at the present time or in the foreseeable future.

A map is attached indicating the adjacent property owners to the parcel. The County will notify those property owners of the offer from The Village at Sherrills Ford, LLC and inform them of the upset bid process if they are interested in the property.

Review

The Village at Sherrills Ford, LLC, 617 N. Main St., Belmont, North Carolina has made an offer to purchase this property in the amount of \$300,000.00 and submitted a bid deposit of \$15,000.00 as required by NCGS 153A-176 Disposition of property, subject to 160A-269 Negotiated offer, advertisement, and upset bids. Notice of the bid will be advertised in the Hickory Daily Record and Observer-News Enterprise, and upset bids may be made to the County within ten (10) days of publication. Once an upset bid has been received by not less than 10 percent of the first \$1,000 and five percent of the remainder, that bid will be re-advertised until there are no further upset bids. The successful bidder must present cash or a certified check for the entire balance due within ninety (90) days of the last day for receipt of upset bids. The Board of Commissioners may, at any time, reject any and all offers.

Recommendation

Staff requests the Finance and Personnel Subcommittee recommends to the Board of Commissioners the adoption of a resolution to declare County owned property located at 4251 Slanting Bridge Road (39 acres) surplus and consider the offer of The Village at Sherrills Ford, LLC in the amount of \$300,000.00, subject to the upset bid process.

Resolution #
Notice of Upset Bid - Real Property
Parcel ID #4607-04-70-7149

WHEREAS, Catawba County owns certain property located at 4251 Slanting Bridge Road in Sherrills Ford as shown in Plat Book 39, Page 161 in the office of the Register of Deeds for Catawba County, to which plat and the record thereof, reference is hereby made for more complete description, and

WHEREAS, North Carolina General Statute 160A-269 permits the county to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Catawba County has received an offer to purchase the property described above, in the amount of \$300,000.00, submitted by The Village at Sherrills Ford, LLC; and

WHEREAS, The Village at Sherrills Ford, LLC has submitted the required 5 percent (5%) deposit on their offer;

WHEREAS, the Catawba County Board of Commissioners will consider the offer of \$300,000.00 or any higher, upsetting offer, subject to the upset bid procedure;

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. The Catawba County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.
2. The Purchasing Agent shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Purchasing Agent within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Purchasing Agent shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Purchasing Agent shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that the buyer must pay with cash, cashier's check or certified check at the time of closing.
8. If no qualifying upset bid is received after the initial public notice, the offer set forth above will be considered. The appropriate County officials are authorized to execute the instruments necessary to convey the property.
9. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

This the 6th day of April, 2015.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": CATAWBA County

(b) "Buyer": THE VILLAGE AT SHEARILLS FORD, LLC OR ASSIGNS

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 4251 SLATING BRIDGE ROAD

City: SHEARILLS FORD Zip: 28673

County: CATAWBA, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit, Block/Section, Subdivision/Condominium, as shown on Plat Book/Slide at Page(s)

The PIN/PID or other identification number of the Property is: 460 904 707 149

Other description: TAX MAP 012 X05 015

Some or all of the Property may be described in Deed Book at Page

(d) "Purchase Price":

\$ 300,000.00
\$ N/A
\$ 15,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.

\$ N/A

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than, TIME BEING OF THE ESSENCE with regard to said date.

\$ N/A

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

\$ N/A

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$ 285,000.00

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T Revised 7/2014 © 7/2014

Buyer initials pm Seller initials

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): CLERK AT CATAWBA COUNTY

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) **"Due Diligence"**: Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(l) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on 7/30/15 **TIME BEING OF THE ESSENCE** with regard to said date.

Buyer initials DM Seller initials _____

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on 9/30/15 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.

Buyer initials DM Seller initials _____

- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private, the consequences and responsibility for maintenance and the existence and terms of any maintenance agreements.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

Buyer initials DM Seller initials _____

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): NONE

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Buyer initials DM Seller initials _____

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(f) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: _____
AS Directed AT CLOSING

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

Buyer initials an Seller initials _____

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

OTHER: *Buyer agrees to provide to County, at no cost to County, any necessary easements, rights of ways or deeded property within the 39 acre tract in connection with the extension of public water and sewer service from Hwy 150, south starting Bridge Road, to the 39 acre tract. Condition upon a revised & agreed to development agreement between Buyer and County, further an agreement with CSX Railroad for Buyer's approval and agreed to railroad crossings.*

Buyer initials lm Seller initials _____

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials *mm* Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

Entity Buyer

THE VILLAGE AT SHAW: 115 FORD, LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: DALE MORROW

By: _____

Name: DALE MORROW

Name: _____

Title: MANAGER

Title: _____

Date: 3/24/15

Date: _____

* ^{Buyer} Buyer is A North Carolina Real Estate Provisional Broker, License Number # 136643 . LKW Homes . com (Cornelius, N.C. 28031)
No Commission Due From Seller.

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 617 N. MAIN ST
C/O KEITH HAWTHORNE, BELMONT NC
28012
Buyer Fax#: _____
Buyer E-mail: Keith - hawthorne@a-msa.com

SELLER NOTICE ADDRESS:

Mailing Address: _____
Seller Fax#: _____
Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Mailing Address: _____
Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)
License #: _____
Selling Agent Phone#: _____
Selling Agent Fax#: _____
Selling Agent E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Seller's Agent Dual Agent
Mailing Address: _____
Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)
License #: _____
Listing Agent Phone#: _____
Listing Agent Fax#: _____
Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property: _____ ("Property")

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)