

Subcommittee Sessions
Monday, November 14, 2016, 8:00 a.m.
Second Floor Meeting Room, Government Center

Finance and Personnel Subcommittee
Commissioners Beatty and Hunsucker

1. Sale of Landfill Equipment by Public Auction. *Presented by Purchasing Manager Debbie Anderson and Utilities and Engineering Director Barry Edwards.*
2. Bean Property Acquisition. *Presented by Planning and Parks Director Jacky Eubanks.*

Policy and Public Works Subcommittee
Commissioners Barnes and Butler

No items for this Subcommittee

NOTICE – THE BOARD WILL CONDUCT A STRATEGIC PLANNING WORKSHOP FOLLOWING THE REVIEW OF SUBCOMMITTEE ITEMS.

Other items for Monday, November 21, 2016, 7:00 p.m. Meeting

1. Public Hearings on 2 Rezoning Requests.
2. Farm City Week Proclamation.
3. Tax Refund Requests.
4. Tax Listing Extensions.
5. Update on Water and Sewer Infrastructure Strategic Planning.
6. Adoption of the Board of Commissioners 2017 Meeting Schedule.

Distribution

Board of Commissioners
County Attorney
County Manager
Chief Financial Officer
Assistant County Manager Dewey Harris
Assistant County Manager Mary Furtado
County Clerk
Director of Planning & Parks
Emergency Services Director
Human Resources Director
Director of Utilities and Engineering
Budget Manager

MEMORANDUM

TO: Finance and Personnel Subcommittee

FROM: Debbie Anderson, Purchasing Manager
Barry B. Edwards, Director of Utilities and Engineering

DATE: November 14, 2016

IN RE: Sale of Landfill Equipment by Public Auction

REQUEST

Staff requests the Finance and Personnel Subcommittee recommends the Board of Commissioners:

1. Declare a 2000 John Deere 850C Dozer surplus to be sold and the proceeds to be deposited to the Solid Waste Enterprise Fund; and
2. Authorize Purchasing Manager to sell by electronic public auction. The estimated value is \$30,000.

BACKGROUND

The 2000 John Deere 850C Crawler Dozer has reached the end of its normal service life and at the November 7, 2016 meeting, the Board of Commissioners approved the purchase of a replacement.

General Statute 160-270 allows public agencies to conduct electronic auctions for the sale of real or personal property. When the value is expected to exceed \$30,000, an advertisement is required that describes the property to be sold and the electronic address where information to participate in the bidding process can be found.

Catawba County has been using GovDeals.com electronic auction service to sell items since August 2003. GovDeals will assist in advertising the sale and contacting previous bidders for similar equipment.

RECOMMENDATION

The Finance and Personnel subcommittee recommends the adoption of the following resolution:

RESOLUTION

DECLARATION OF SUPRLUS PERSONAL PROPERTY AND AUTHORIZING THE SALE BY ELECTRONIC PUBLIC AUCTION

WHEREAS, G.S. 160A-270 allows the Catawba County Board of Commissioners to sell personal property at public auction upon adoption of a resolution authorize the approval officer to dispose of property at public auction;

WHEREAS, the following property is no longer needed for any governmental use by Catawba County:

2000 John Deere 850C Dozer

WHEREAS, it is the intent of the County to sell the dozer by electronic public auction at www.govdeals.com beginning at 8:00 a.m. December 2, 2016 and ending at 7:00 p.m. December 9, 2016;

WHEREAS, the item to be sold as is, all sales final, payment to be made online;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby declares said property as surplus and authorizes the Purchasing Manager to sell said property via electronic auction to the highest bidder.

This the 21st day of November, 2016.

C. Randall Isenhower
Chairperson, Catawba County Board of Commissioners.

MEMORANDUM

To: Finance and Personnel Subcommittee

From: Jacky Eubanks, Director of Planning and Parks

Date: November 14, 2016

Re: Bean Property Acquisition

Request

Staff requests the Finance and Personnel Subcommittee recommends the Board of Commissioners approve the acquisition of approximately 209 acres located on Riverbend Road.

Background

Byron Bean owns approximately 209 acres of land immediately adjacent to Riverbend Park. Mr. Bean's late wife, Harriet Hafer Bean, stipulated in her will that the land be used for educational, conservational and recreational purposes. The tax value on the property is \$1,076,800 and Mr. Bean believes the value to be closer to \$1,400,000. Mr. Bean has offered the property to the County for a greatly reduced price of \$400,000.

Pursuant to negotiation and Board approval, closing is scheduled for January 5, 2017. The County would make an initial payment of \$100,000 at closing, pay \$100,000 by January 5, 2018 and the final payment of \$200,000 by January 5, 2019. The only restrictions Mr. Bean asked for are that the property not be subdivided, be used exclusively as a park for health, recreational, and educational purposes and the park and/or property bear a name which honors Harriet Hafer Bean. The County has ordered a survey and Environmental Site Assessment.

Jim Ingles has been raising cattle and producing hay on the land for many years. Included in the agreement is that the County will lease Mr. Ingles a portion of the acreage for one year so that he can sell or relocate the cattle.

Acquisition of contiguous properties is a top priority in the Parks Master Plan (adopted December 2007 and updated May 2015). It is consistent with the strategy of the NC Parks Master Plan for conservation and the preservation of open space. The addition of the 209 acres will bring the park's total acreage to 689.33 acres. This level of recreational acreage is regionally significant. Over 8 miles of natural surface trail can be added to Riverbend's existing 12 miles of natural surface trails, and additional activities yet to be identified could be phased in over time.

Funding to support this acquisition has been set aside from proceeds from the sale of a County-owned property on Slanting Bridge Road, which occurred last fiscal year.

Recommendation

The Finance and Personnel Subcommittee recommends the Board of Commissioners, subject to a satisfactory Environmental Site Assessment and survey, approve the acquisition of approximately 209 acres located on Riverbend Road, approve a budget transfer and authorize Chair Eisenhower to execute any necessary documents including a Deed of Trust, Promissory Note and Lease Agreement.

Budget Transfer:

Revenue:

110-190050-690100	Fund Balance Appropriated	\$50,000
410-460100-695110	From General Fund	\$50,000

Expenditures:

110-190900-995410	To General Capital Projects	\$50,000
410-460100-988000-18014	Riverbend Park Improvements	\$50,000

Riverbend Park Proposed Expansion



STATE OF NORTH CAROLINA

LEASE AGREEMENT
CATAWBA COUNTY

THIS LEASE is made and entered into this _____ day of _____, 2016, by and between **Catawba County, North Carolina**, (the "Lessor"), and **Jimmy Allen Ingle**, (the "Lessee"), of Catawba County, North Carolina.

W I T N E S S E T H :

Recitals

The Lessor is the owner of certain real property located at

**7490 River Bend Road
Claremont, North Carolina 28610**

The Lessee desires to lease pastures (see attached Exhibit A) on said property from the Lessor for a period of one (1) year, and the Lessor has agreed to such arrangement.

The terms and conditions of the agreement between the parties shall be as follows:

Lease Agreement

1. Term of Lease. The lease period shall commence on the 5th day of January 2017, and extend through and including the 4th day of January 2018, unless sooner terminated as hereinafter provided.

2. Consideration. The Lessee agrees to pay to the Lessor annual rent in the amount of **\$1.00** due and payable in advance on or before the 4th day of January 2017.

3. Condition of Premises. The Lessee hereby accepts the premises from the Lessor in their present condition and covenants that he will return said premises to the Lessor at the termination of the lease period in as good a condition as they have been received, reasonable wear and tear excepted.

4. Taxes, Insurance and Utilities. The Lessor shall be responsible for the payment of all hazard insurance, real estate taxes and assessments levied or assessed upon the demised premises during the lease period.

5. Indemnity Insurance. Lessee agrees to and hereby does indemnify and save Lessor harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of the Premises, and all expenses incurred by Lessor as a result thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Lessee shall during all times of this Lease and any extension or renewal thereof, and at Lessee's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000.00 per occurrence, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Lessee, and naming Lessor as an additional insured. Lessee shall provide evidence of such insurance to Lessor prior to the commencement of the term of this Lease. Lessor and Lessee each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Lessor and Lessee shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

6. Alterations. No alterations or changes shall be made to the leased premises without the written consent of the Lessor. Further, any additions to or changes in said improvements shall, upon completion, become the property of the Lessor.

7. Liens. The Tenant shall not allow any lien for work done to or on said premises to be assessed against said property.

8. Repairs. All repairs to the leased premises during the lease period shall be the responsibility of the Lessee without further obligation on the part of the Lessor.

9. Assignment or Subletting. This lease agreement shall not be assigned nor the premises sublet without the written permission of the Lessor.

10. Damage by Fire or Other Casualty. If during the term of the Lease Agreement the leased premises shall be so damaged by fire, tornado or other catastrophe or casualty as to render the same uninhabitable, this Lease Agreement shall terminate.

11. Right of Entry. The Lessor reserves the right to enter said premises during the lease period for the purposes of inspection the same; however, such entry shall be upon reasonable notice to the Lessee.

12. Default. If the Lessee shall fail or neglect to make any payment of rent when due or shall violate any of the provisions of this lease, the Lessor, without any other notice or demand, may terminate this lease and require the Lessee to vacate the premises hereby demised, or may enter the premises and expel the Lessee therefrom. Further, the Lessor may, in lieu of the above or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease. All expenses incurred by the Lessor in retaking said premises shall be paid by the Lessee.

13. Covenant of Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided for, free from the adverse claims of any and all other persons whomsoever.

14. Binding Clause. This agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

15. Use and Restriction. The Lessor shall allow the lessee to utilize pastures, shown on Exhibit A, to raise cattle. The Lessee shall restrict the cattle to those pastures only.

Entire Agreement

It is understood and agreed by and between the Lessor and the Lessee that the agreement contained herein is the only agreement between the parties pertaining to the demised premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of North Carolina shall govern the validity, interpretation, performance and enforcement of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____, 2016.

LESSOR --

Catawba County, North Carolina

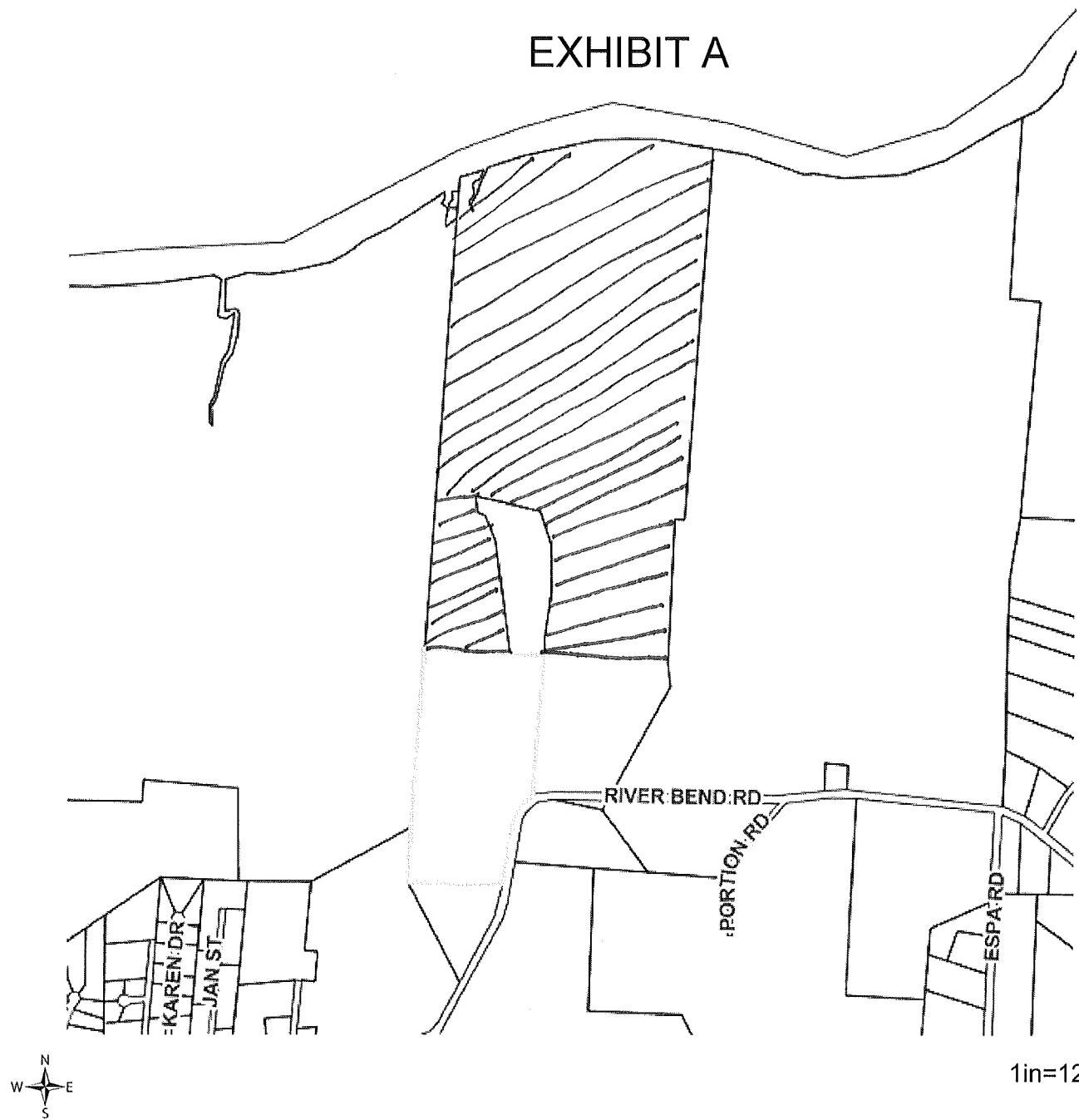
(SEAL)

LESSEE --

Jimmy Allen Ingle

(SEAL)

EXHIBIT A



1 in = 1200 ft

SATISFACTION: The debt evidenced
by this Note has been satisfied in
full this _____ day of _____, 20____.
Signed: _____

P R O M I S S O R Y N O T E

\$400,000.00

Hickory, North Carolina
_____, 2016

FOR VALUE RECEIVED the undersigned promises to pay to **Byron E. Bean**, or order, the principal sum of **four hundred thousand (\$400,000.00) dollars**, with no interest thereon prior to default, payable in lawful money of the United States of America, to the said **Byron E. Bean, P.O. Box 747, Conover, North Carolina, 28613**, or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

One hundred thousand (\$100,000) dollars due on January 5th, 2017 with additional payments due on January 5th, 2018 in the amount of one hundred thousand (\$100,000.00) dollars and on January 5th, 2019 in the amount of two hundred thousand (\$200,000.00) dollars.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and Deed of Trust, if any, shall bear interest at the rate of eight (8.0%) percent per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys' fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is given to secure the balance of the purchase price of certain real property located on River Bend Road, Claremont, North Carolina, and is secured by a Deed of Trust of even date herewith to Susannah L. Brown, Trustee, which is a first lien of said property.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Makers have hereunto set their hands and seals as of the day and year first above written.

(SEAL)
Catawba County

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 20_____

Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20_____
By: _____

Mail/Box to: _____

This instrument was prepared by: Susannah L. Brown, Attorney at Law, 208 Union Square, Hickory, North Carolina, 28601 _____

Brief description for the Index: _____

THIS DEED of TRUST made this _____ day of _____, 2016, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Catawba County 100 A Southwest Blvd Newton, NC 28658	Susannah L. Brown 208 Union Square, Suite 204 Hickory, NC 28601	Byron E. Bean P.O. Box 747 Conover, NC 28613

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary 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.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, all of that certain lot, parcel of land or condominium unit situated in the City of Claremont, Clines Township, Catawba County, North Carolina, (the "Premises") and more particularly described as follows:

SEE EXHIBIT A

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ _____ whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he 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 he 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:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be

deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CATAWBA COUNTY

(SEAL)

By: _____
Title: _____

_____ (SEAL)

By: _____
Title: _____

_____ (SEAL)

By: _____
Title: _____

_____ (SEAL)

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20 ____.

My Commission Expires: _____
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20 ____.

My Commission Expires: _____
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20 ____.

My Commission Expires: _____

Notary Public

Revenue: \$800.00

Drawn by Susannah L. Brown
and ANTHONY & BROWN, PLLC
Return to: 208 Union Square
Hickory, North Carolina 28601

**STATE OF NORTH CAROLINA
CATAWBA COUNTY**

WARRANTY DEED

THIS DEED, made this _____ day of _____, 2016, by and between **BYRON EDWARD BEAN**, and wife, **BONNIE DAVIS BEAN**, hereinafter called "Grantor," and **CATAWBA COUNTY**, hereinafter called "Grantee," whose permanent mailing address is 100 Southwest Blvd., Newton, Catawba County, North Carolina 28658;

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Catawba County, North Carolina, described as follows:

See Exhibit A

This land is conveyed subject to certain restrictions as to the use thereof, running with said land by whomsoever owned; said restrictions, which are expressly assented to by the Grantee in accepting this deed, being as follows:

1. Said property shall not be subdivided.
2. Said property shall be used exclusively as a park for the health, recreational, and educational pursuits for the citizens of and visitors to Catawba County, North Carolina.
3. Such park and/or property shall bear a name which honors Harriet Hafer Bean.

The above-described property does NOT include the principal residence of the Grantor.

TITLE TO THE PROPERTY CONVEYED HEREIN HAS NOT BEEN EXAMINED BY THE DRAFTER OF THIS INSTRUMENT.

TO HAVE AND TO HOLD the above-described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever;

And the Grantor covenants that he is seized of said premises in fee and has the right to convey the same in fee simple; that said premises are free from encumbrances; and that he will warrant and defend the said title to the same against the lawful claims of all persons whosoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

(SEAL)

Byron Edward Bean

(SEAL)

Bonnie Davis Bean

**STATE OF NORTH CAROLINA
CATAWBA COUNTY**

I, a notary public in and for said county and state, do hereby certify that **BYRON EDWARD BEAN** and **BONNIE DAVIS BEAN** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this _____ day of _____, 2016.

Notary Public

Printed Notary Public Name

My commission expires: _____