

10. **County Manager's Report**
 - a. **Joint Meeting with School Board**
 - b. **NCACC Legislative Goals**
 - c. **LGFCU Innovation Award**
 - d. **Animal Shelter Update/Open House**
 - e. **Stepping Up Initiative Resolution and Agreement**

11. **Consent Agenda Items**
 - a. **Budget Amendments and Transfers**
 - b. **Tax Refunds and Releases**
 - c. **Ambulance Charge-Offs**
 - d. **Monthly Reports**
 - e. **Minutes**

12. **Miscellaneous**
 - a. **Appointments**

13. **Closed Session**
 - a. **Attorney Client Privileged Information**
 - b. **Property Matter**
 - c. **Legal Matter – Maria Parham**
 - d. **Personnel Matter**

AGENDA APPOINTMENT FORM

September 6, 2016

Name: Public Hearing - Building Reuse Grant - Hoyle Tire and Axle

Public Notice

The Vance County Board of Commissioners will hold a public hearing on September 6, 2016 at 6:00 p.m. or shortly thereafter in the Commissioners' Meeting Room, County Administration Building, 122 Young Street, Henderson, NC. In accordance with North Carolina General Statute 158-7.1(c), the purpose of the hearing will be to receive public input on a proposed N.C. Department of Commerce Building Reuse Grant to be considered for an expansion of a local company. In return for the commitments and the minimum increase of 12 jobs and tax revenues, it is anticipated that Vance County will, in conjunction with the State of North Carolina Department of Commerce, provide a \$150,000 Building Reuse Grant with the requirement that Vance County provide a \$7,500 local match. These funds will be provided to Ruby Jean Investments, LLC as the property owner and Hoyle Tire and Axle, LLC as the company for the purpose of repairing, improving their building and its infrastructure. All persons interested in this matter are invited to attend this public hearing and present their views. *This notice was published on August 24, 2016.*

Recommendation: *Authorize the chairman to execute the Project Axle building reuse agreement, legally binding commitment, and promissory note; and appropriate \$7,500 as set forth in the agreement.*

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Vance County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Ruby Jean Investments LLC** (the “Owner”) owns certain real property located at:

175 Bear Pond Road
Henderson, NC 27537

in **Vance County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the

Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/23/2016** ("Effective Date") and shall terminate on **6/23/2018** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$150,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be

retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition,

the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the

fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
 - (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or

local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably

promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Gordon Wilder**
Vance County
122 Young Street
Suite B
Henderson, NC 27536

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2016-062-3201-2587

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Vance County

Signature: _____

Printed Name: Gordon Wilder _____

Title: Chairman, Board of Commissioners _____

Date: _____

North Carolina Department of Commerce

Signature: Patricia Mitchell [SEAL] _____

Printed Name: Dr. Patricia Mitchell, CEcD _____

Title: Assistant Secretary, Rural Development Division _____

Date: 7-7-16 _____

Vance County
 Hoyle's Tire & Axle/Project Axle

**EXHIBIT A
 SCOPE OF PROJECT**

County Tier	1
Requested Amount	\$150,000
Recommended Amount	\$150,000
Total Renovation Cost	\$455,392
Leverage Amount	\$1,085,392
Total Investment	\$1,235,392

Project Business	Hoyle's Tire & Axle
Total Jobs Proposed in NC	12
Total Jobs Committed for the Grant	12
Baseline Employment	26
Average Annual Wage (Proposed Jobs)	\$28,860
% of employer paid health premiums	50%

Summary: Vance County requests assistance to support the reuse of a 132,750 sq. ft. building located at 175 Bear Pond Road in Henderson. The building was constructed in 1976 and has been vacant for seven years. Hoyle's Tire & Axle refurbishes, sells, and services used axles to mobile and modular builders. The company has outgrown their current space and will relocate operations to the proposed building. The current space will be maintained and used for warehousing. Renovations for the proposed building include lighting and electrical.

**EXHIBIT B
 PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Vance County
Hoyle's Tire & Axle/Project Axle

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Grantees are required to submit progress and final reports, and job verification documentation according to the schedule below.

Report:	Report Due:
Progress Report	1/15/17
Progress Report	7/15/17
Progress Report	1/15/18
Final Report	7/23/18
Job Verification Documentation	7/23/18

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.

Vance County
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2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce using the Rural Drop Box (see instructions below).
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos on CD that show a variety of views of the completed project.

Rural DropBox

The Rural DropBox is a secure server for the receipt of job verification data in a secure manner. All job verification documents must be uploaded via the Rural DropBox:

A permanent username and password has been assigned to this project and must be used to upload the job verification documents.

Access the Rural DropBox at www.nccommerce.com/rdg.

The username and password for this project is as follows:

Username: 2016-062-3201-2587

Password: KvgL1852*

Please follow the directions below to upload documents:

1. Enter your username and password (provided above)
2. Follow the prompts on upload page (read directions and instructions carefully)
3. Enter a valid email address
4. Click the *Browse* button
5. Select the document you want to upload and *double click* or *highlight document and select open*;
6. **Click "Upload File"**

The submission will be date and time stamped and you will be alerted via email after you have successfully submitted your materials.

All required forms can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms>

Objective:

Grantees and their partners must engage in the activities necessary to develop the project building to accommodate the business needs. All work should be completed according to the eligible costs provided in the application and contractor's cost estimates submitted. All activities must meet or exceed all applicable state and local building code requirements.

Vance County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with Ruby Jean Investments, LLC (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

175 Bearpond Rd.
Henderson, NC 27536

in Vance County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.
 - (a) The Governmental Unit hereby loans to the Owner the sum of \$150,000.00 (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
 - (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
 - (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the 26 full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months 12 New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate

and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence 6/23/2016 ("Effective Date") and shall terminate 6/23/2018 unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.

- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of

the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any

Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the

Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or

approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
- (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or

personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$12,500.00 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party

in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized

under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Mr. Gordon Wilder
Vance County
122 Young Street
Suite B
Henderson, NC 27536

To the Owner:

Attn: Donald Y. Hoyle III
Ruby Jean Investments, LLC
369 DY Hoyle Lane
Henderson, NC 27537

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT E

2016-062-3201-2587

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name:

Vance County

Signature:

Printed Name:

Gordon Wilder

Title:

Chairman, Board of Commissioners

Owner Name:

Ruby Jean Investments, LLC

Signature:

[SEAL]

Printed Name:

Title:

Manager

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number 2016-062-3201-2587 (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender Vance County or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including \$150,000.00 Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:



in Vance County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and

Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

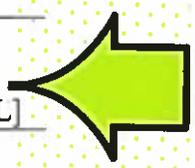
EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20 _____

If by Individual: Donald Y. Hoyle III

Signature: _____ [SEAL]

Printed Name: Donald Y. Hoyle III



Dated as of: _____, 20 _____

If by Entity: Ruby Jean Investments, LLC

Signature: _____ [SEAL]

Printed Name: Donald Y. Hoyle III



Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2016-062-3201-2587

Name of Taxpayer : Hoyle's Tire and Axle, LLC

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the **Vance County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.



Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

Date

**Iran Divestment Act Certification
BUILDING REUSE PROGRAM**

EXHIBIT H-1

2016-062-3201-2587

Local Government Certification

Name of Entity: Vance County
Address of Entity: 122 Young Street, Suite B
Henderson, NC 27536

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Gordon Wilder
Printed Name

Chairman, Board of Commissioners
Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Property Owner Certification

Name of Entity: Ruby Jean Investments, LLC
Address of Entity: 369 DY Hoyle Lane
Henderson, NC 27537

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature _____ Date _____
Printed Name _____ Title _____



Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

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The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

AGENDA APPOINTMENT FORM

September 6, 2016

Name: Public Hearing - Economic Development Incentive Grant - Mars Petcare

Public Notice

The Vance County Board of Commissioners will hold a public hearing on September 6, 2016 at 6:00 p.m. or shortly thereafter in the Commissioners' Meeting Room, County Administration Building, 122 Young Street, Henderson, NC. In accordance with North Carolina General Statute 158-7.1(c), the purpose of the hearing will be to receive public input on a proposed economic development incentive expenditure to be considered for the expansion of the manufacturing facility and equipment for a local company. In return for the commitments of investing \$21,000,000 over the next (10) years and retaining 125 jobs with an average annual wage of \$53,000 in Vance County, it is proposed that Vance County will provide an Economic Development Grant to Mars Petcare, in the amount of \$412,960 over the next five years. All persons interested in this matter are invited to attend this public hearing and present their views. *This notice was published on August 27, 2016.*

Recommendation: *Approve and authorize the Chairman to enter into an Economic Incentive Grant Agreement with Mars that requires an investment in real estate that increases the taxable value a minimum of One Million Dollars (\$1,000,000), install production equipment having an initial taxable value of a minimum of Twenty Million Dollars (\$20,000,000) within 24 months of the agreement and retaining 125 jobs with an average annual wage of \$53,000 in Vance County for five years following the first grant payment. Vance County will provide an Economic Development/Job Retention Grant in the maximum amount of \$412,960 over the next five years following the completion of the work, pursuant to the agreement to be negotiated between the parties.*

AGREEMENT

FOR JOB RETENTION AND ECONOMIC DEVELOPMENT IN HENDERSON, VANCE COUNTY, NORTH CAROLINA

September , 2016

This Agreement ("Agreement") is entered into, effective as of September , 2016, by and between Mars Petcare US, Inc. a Delaware Corporation as the owner and operator of the Site (hereinafter "Owner" or "Company") and Vance County, North Carolina and describes the agreement among the parties relating to an economic development project to assist the Company in the expansion of the manufacturing facility and manufacturing equipment at the Site (as defined below) and the retention of 125 full time jobs.

Recitals:

- A. The County is vitally interested in the economic welfare of its citizens and the creation, maintenance and retention of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the retention of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible pursuant to the Project (as defined below).

The Company is engaged in the manufacturing of dry pet food production in California, Tennessee and Henderson, North Carolina and this investment will enable the Company to consolidate the production of IAMS® and Eukanuba® as well as the current NUTRO® product portfolio at 845 Commerce Drive, Henderson, North Carolina, 27537 (the "Site"). The Owner is the fee simple of the real estate upon which the Company has located its manufacturing facility.

- B. The Company has proposed to make a Capital Investment to increase the value of the real estate by at least One Million Dollars (\$1,000,000.00) and install production equipment having an initial value of at least Twenty Million Dollars (\$20,000,000.00) for a total increase in value of at least Twenty-one Million Dollars (hereinafter the "Capital Investment Goal") at the Site. Such installation of equipment and construction of additions to the Site, are referred to herein collectively as the "Facility." The Facility, along with the proposed Capital Investments and the jobs referred to herein, are the "Project." The Company expects that the Project will include taxable equipment and real estate additions having an initial aggregate cost of at least Twenty-One

Million Dollars (\$21,000,000.00) (the Capital Investment Goal) and expects to retain at least 125 local Qualified Jobs (as defined below) as a result of the Project at an average annual wage of at least \$53,114, plus benefits for those jobs.

- C. The County recognizes that the Project will retain direct and indirect benefits to the City of Henderson and the County, including job retention and creation, stimulus and training in related skills, and has offered economic development incentives (the “Local Incentives”) to induce the Company to remain in Henderson and locate the Project at the Site.
- D. The Company fully intends to continue an important presence in the City and the County by employing local employees and making a substantial investment in the Project and in the training and development of those employees. The County hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives, constitute a dispositive inducement to the Company and Owner to locate the Project at the Site. Similarly, the Company and the Owner hereby acknowledges that its decision to locate the Project at the Site resulted from the County’s offer of Local Incentives.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows;

- I. **Local Economic Development Incentives** – In consideration of the Owner’s and Company’s agreement to locate the Project at the Site, the County will provide the following Local Incentives to the Company and Owner, which is in addition to any other economic incentives provided by other organizations.

A. **Local Economic Development Grants** –

- 1. **Business Personal Property Grant.** For a period of 5 years beginning with the fiscal year of the County after the Company first pays Vance County business personal property taxes on the purchase and installation of new production equipment and related personal property, the County will provide annual Incentive Grant payments in a cumulative amount not to exceed \$390,710.00 (the “Maximum Total Grant for Business Personal Property”), in the manner permitted by North Carolina law, which amounts shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable federal, state and local laws. Such payments shall be paid upon written request within 30 days after the beginning of each Calendar year during said 5-year period in such amounts as determined based upon 50% of the Ad Valorem Taxes paid on the business personal property value during the previous Calendar year on the Company’s Vance County taxable Business Personal Property equipment related to the improvement and installation of the production equipment,

subject to the job retention requirements, as shown by submission from the Company of appropriate documentation as required herein or reasonably requested, and the following;

- (a) Payment of this amount shall be conditioned upon the execution of all of the Grant Agreements and supporting documents of any current Economic Development Incentives and shall not be in default of any requirements of said Incentives or Grants requisite to the funding requirements of each respective Grant.
- (b) The amount of the annual Incentive Grant payment for each successive year shall be paid no sooner than thirty days after the current ad valorem taxes have been paid, but such payment date shall not be sooner than January 31 of the following calendar year.
- (c) Grant payments shall not be paid on any values which are currently under appeal or contested.
- (d) The annual Incentive Grant payment shall not exceed \$82,770.00 per Calendar year, and the cumulative amount of this Incentive Grant paid to the Company shall not exceed the Maximum Total Grant of \$390,710.00.

2. **Real Property Grant.** For a period of 5 years beginning with the fiscal year of the County the Company first pays County property taxes on additions and improvements to the real property at the Site, the County will provide annual Incentive Grant payments in a cumulative amount not to exceed \$22,250.00 (the “Maximum Total Grant for Real Property”), in the manner permitted by North Carolina law, which amounts shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable federal, state and local laws. Such payments shall be paid upon written request within 30 days after the beginning of each Calendar year during said 5-year period in such amounts as determined based upon 50% of the Ad Valorem Taxes paid on the value during the previous Calendar year on the Owner’s Vance County taxable real property related to the construction of additions and improvements connected to the updating, optimizing and consolidation Project, subject to the job retention requirements, as shown by submission from the Company of appropriate documentation as required herein or reasonably requested, and the following;

- (a) Payment of this amount shall be conditioned upon the execution of all of the Grant Agreements and supporting documents of the above listed Economic Development Incentives and shall not be in default of any requirements of said Grants requisite to the funding requirements of each respective Grant.

- (b) The amount of the annual Incentive Grant payment for each successive year shall be paid no sooner than thirty days after the current ad valorem taxes have been paid, but such payment date shall not be sooner than January 31 of the following calendar year.
- (c) Grant payments shall not be paid on any values which are currently under appeal or contested.
- (d) The annual Incentive Grant payment shall not exceed \$4,450 per Calendar year, and the cumulative amount of this Incentive Grant paid to the Company shall not exceed the Maximum Total Grant of \$22,250.00.

3. The maximum combined annual Incentive Grant payments for any year shall be an amount equal to 50% of the Vance County Ad Valorem Business Personal Property tax and real estate tax paid on the improvements connected to the updating, optimizing and consolidation Project, subject to the maximum limits set forth above. Payment of Grant Funds is contingent upon the Company achieving the Capital Investment Goal and employment retention goals. The Company shall be entitled to the full amount of the Maximum Total Grants described in paragraph 1 and 2 above only if within two (2) county fiscal years after the execution of this agreement (June 2018) (i) the Owner and Company have invested at least \$21 million in taxable Business Personal Property and real estate improvement costs in the Project, (ii) the Company has maintained at least 125 permanent, full-time, or full-time equivalent jobs at an average annual wage of \$53,114, plus benefits, (iii) the Owner and Company are not in arrears in the payment of their annual Vance County property taxes and (iv) the Owner or Company are not in default or violation of the performance requirements of any other Grants received in connection with the Company's expansion and operation of the Facility. The Owner and Company shall submit to the County Manager, annually during such ten-year period, a written statement containing such information as shall be sufficient to reasonably ascertain whether such conditions have been met. In no event will the amount of the respective annual grant payments provided for in paragraphs I.A. 1 and 2 exceed 50% of the amount of Vance County property taxes paid with respect to the Project for a maximum five year period on the Business Personal Property and real estate improvements. Payment of County Grant funds will be proportionately reduced if Company fails to maintain these commitments in accordance with the methodology described below.

4. **Investment Step-Down.** In the event the Company does not achieve the \$21 million investment threshold within the two fiscal year period from the execution of this agreement, the "Maximum Total Grants" will be reduced by the same percentage as such shortfall. For example, if at the end of year three the Company has only invested 50% of the total

expected invested amount, the Maximum Total Grant payable by the County will be reduced by 50%.

5. **Employment Step-Down and Claw Back.** Subject at all times to the Maximum Total Grant, Company’s failure to maintain the employment benchmark within the 5-year Grant Payment period described above shall result in reduced annual local incentive grant payments to be calculated as follows:

- (a) For failure during years one through five to maintain the 125 employee benchmark, the Maximum Annual Local Grant for that year will be reduced by the appropriate percentage shortfall.
- (b) If Mars Petcare US, Inc.’s employment is less than an average of 125 employees during any calendar year during calendar years six through ten following the execution of this agreement, the actual number of employees shall be divided by 125. The resulting figure shall be subtracted from 1.00. This new figure shall be the percentage of the average annual grant payment made over each of the previous 5 years assessed against and repaid by Mars Petcare US, Inc., up to the Maximum Local Grant payments previously paid, for each employee deficient calendar year.

6. As used in this Agreement, the term “employee” and/or “Qualified Job” shall include a permanent full-time or full-time equivalent employee of the Company and an on-site permanent, full-time or full-time equivalent employee of one of the Company’s strategic partners, suppliers or service providers located within the Facility.

II. Other provisions

A. **Reimbursement and Refund** – If the Company ceases operations at the Facility or otherwise ceases to use the Site for the purposes contemplated herein, in either case within ten years after the first payment of these Incentive Grants, for any reason other than nonperformance by the County of its covenants under this Agreement, then, at the County’s request, the Company and Owner will refund to the County, a percentage of the Total Incentive Grants previously paid to the Company, in each case depending on the year in which the Company ceases operations at the Facility as determined in the following table:

<u>Year</u>	<u>Reimbursement Percentage</u>
-------------	---------------------------------

1-5	100%
6	50%
7	40%
8	30%
9	20%
10	10%

- B. **Adverse Change** – The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project, including the Local Incentives in Inducement thereof, is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the interpretations thereof, have not changed.

- C. **Changes in Law** - In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the County will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the County and the public.

- D. **Further Action** – The parties acknowledge that the terms of the Project and the Local Incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner. The parties agree that if this Agreement is challenged in a court of law, they shall cooperate in defense of Agreement.

- E. **Entire Agreement; Amendment; Authority** – This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members and the successors and assigns of each of them.

F. **Applicable Law; Construction** – This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. References to each constituent member comprising the “Community” shall collectively refer to, bind and include their respective representatives, governing boards, the members of such boards and the successors and assigns of each of them, in each case in their official capacities. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY OR COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY’S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE CITY OR THE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE COUNTY HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER PRE-AUDITTED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

G. **Severability** – If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provisions; and (b) the remaining terms hereof shall, in such event, constitute the parties’ entire agreement.

- H. **Assignment** – The Company and Owner shall not assign this Agreement or any portion thereof without the written consent of the other parties, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the other parties; provided however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary of the Company. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company’s obligations hereunder.
- I. **Counterparts; Jurisdiction** – This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts sitting in the County.
- J. **Iran Divestment List** - The Company does hereby certify that they are not a person identified on the Iran Divestment List as defined in North Carolina General Statutes 147-86.58.
- K. **E-Verify** - The Company and the Company’s contractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall sign the Owner’s Affidavit certifying compliance therewith as requested.

III. Other Assurances

- A. **Audit Right** – The County reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to the Company’s compliance with the Business Personal Property and Capital real estate Investment Condition described in this Agreement and the ongoing compliance with the Job Retention Condition described in this Agreement.
- B. **Annual Report** –The Company shall furnish to the County a copy of its annual audit report performed by a certified public accountant as soon as it becomes available to the Company, but no later than six months following the Company’s fiscal year end.
- C. **Due Authorization** – Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

In Witness whereof, the parties, being duly authorized by their respective Boards, have caused this Agreement to be executed effective as of the date first written above.

MARS PETCARE US

By: _____
, President

VANCE COUNTY

By: _____
Gordon Wilder, Chairman

This instrument has been pre-audited to the extent, and in the manner, required by the “Local Government Budget and Fiscal Control Act.”

David Beck, Finance Officer

AGENDA APPOINTMENT FORM

September 6, 2016

Name: Morris White

Name of Organization: Cooperative Extension

Purpose of appearance: Introduction of NCACC 4-H Representative Samir Alston

AGENDA APPOINTMENT FORM

September 6, 2016

Name: Joyce Duke and Billy Davidson

Name of Organization: Rockbridge Cemetery Preservation

Purpose of appearance: Provide Update; Request Funding

Request of Board: Receive as Information; Consider Funding Request

ROCK BRIDGE CEMETERY PRESERVATION, INC.

Stone Bridge Cemetery was started about 1900. The name eventually changed to Rock Bridge Cemetery. Harriet Cotton Mills provided a place for their employees and family members to be buried. A number of the grave markers were hand made because some of the families could not afford a proper headstone.

As years went by, few burials accrued, the families moved away or died out and the neighborhood changed. Vegetation overtook the burying ground. It became a place harboring illegal activities that further added to the decline of not only the cemetery but to the surrounding neighborhood.

Harriet Cotton Mills deeded the cemetery to the county in 1980. Not much work was done to improve the conditions at the cemetery. It was later deeded to Welcome Chapel Baptist Church. There being no diagram showing where some of the graves were located, the church never used it for burials. A group of concerned volunteers organized an association to clean, repair and maintain the historical Rock Bridge Cemetery. The Church deeded the cemetery to the association in November 2014.

Memorial Day Services have been held honoring the deceased veterans buried there. Genealogy researchers have visited the cemetery to collect information from grave markers. Family members have placed new grave markers and flowers on the graves of their ancestors. Much work is still left to be done to insure that the cemetery can continue to be maintained as a memorial to the more than 700 people and babies buried there.

Through contributions that are tax deductible, the non profit organization can continue efforts to make this a safe and beautiful place that may eventually spark other revitalizations in the community. The grass has to be mowed, tombstones have to be repaired and graves have to be marked. It would be a sad day for all the hard work done in cleaning and restoring the cemetery to go to waste because of lack of funds to continue the work.

Respectfully submitted

President
Joyce Duke

AGENDA APPOINTMENT FORM

September 6, 2016

Name: Rick Lanier

Name of Organization: U.S. Motto Action Committee

Purpose of appearance: Discuss Displaying National Motto “In God We Trust” ***Request of Board:*** Approve Resolution to Display National Motto

ELECTED OFFICIALS PRESENTATION

1. Honorable Elected Officials, thank you for placing the US Motto Action Committee on your agenda. It is my pleasure to come before you tonight.
2. This is an invitation to join the growing list of cities and counties that are "Voting Yes" to proudly and prominently display our national motto, *IN GOD WE TRUST*, in and on their governmental buildings.
3. My name is Rick Lanier and I am the Co- Founder and Vice Chairman of the *US MOTTO ACTION COMMITTEE*.
4. I served as a County Commissioner of Davidson County in Lexington, NC from 1998 to 2002. In 2002, I led my board of Commissioners to "Vote Yes", to display *IN GOD WE TRUST*, on the exterior our Governmental Center.
5. Soon after that several other surrounding cities and counties joined us in doing the same.
6. We formed the *US MOTTO ACTION COMMITTEE* for the sole purpose to promote patriotism by encouraging elected officials to "Vote Yes" to display *IN GOD WE TRUST* in and on their governmental Buildings.
7. Displaying the Motto gives ceremonial honor to public occasions and expresses confidence in our society.
8. These words have been used on US Currency since 1864.
9. This inspiring slogan is engraved above the entrance of the US Senate Chamber as well as above the Speaker's seat in the US House of Representatives.

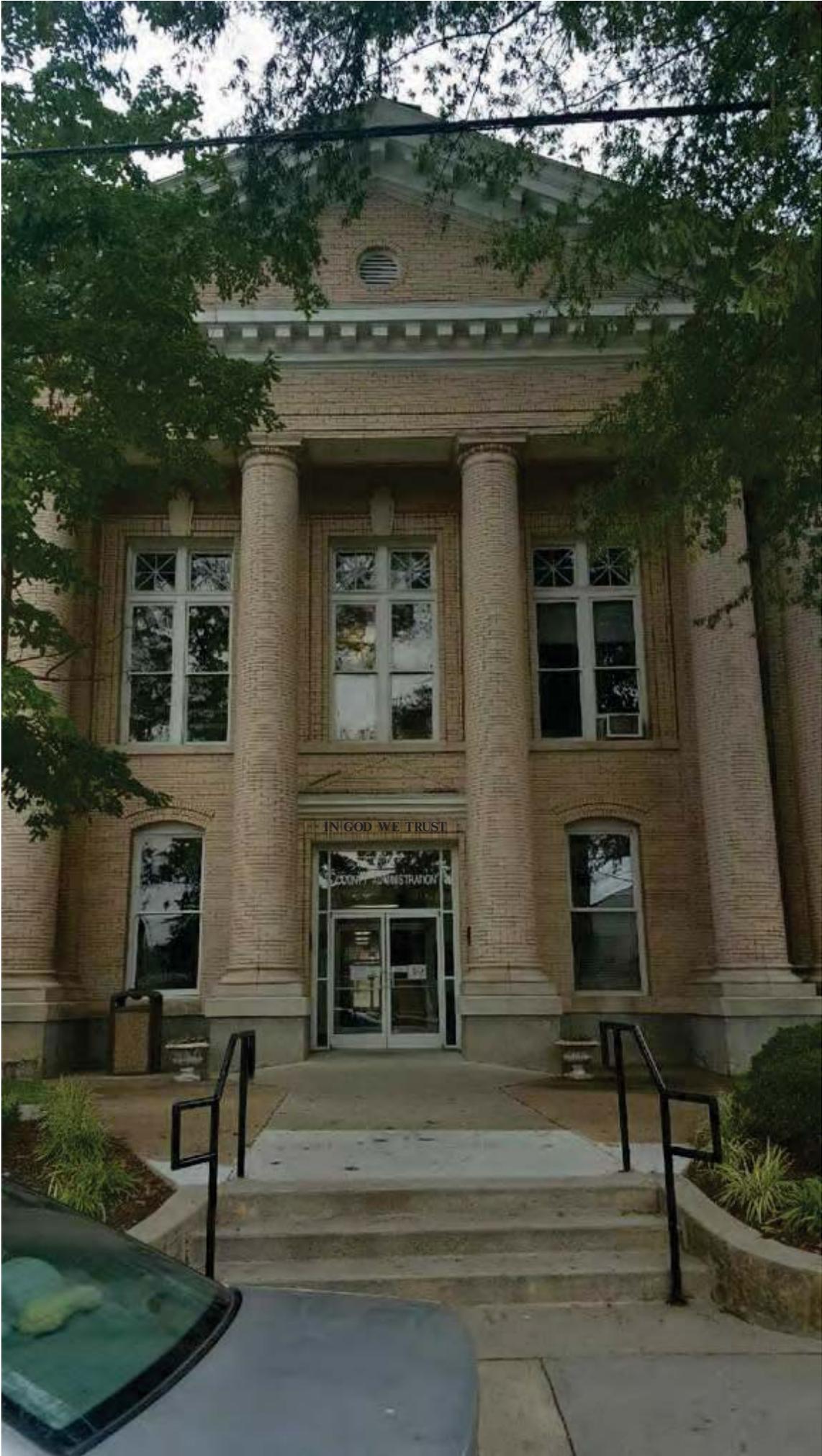
10. On July 30, 1956, during the Dwight D. Eisenhower administration, the U.S. Congress adopted *IN GOD WE TRUST* as the official National Motto of the United States of America.
11. Thus, displaying our Motto is a legal right, protected by the first amendment.
12. On November 1, 2011 the U.S. House of Representatives voted overwhelmingly, 396 - 9, to reaffirm *IN GOD WE TRUST* as our nation's motto.
13. Congressman Randy Forbes, of Virginia, sponsored the resolution, in part, because some have mistakenly stated that "E Pluribus Unum" is our national motto.
14. Most importantly, the resolution specifically encourages the placement of the motto in and on all government buildings from courthouses to school classrooms.
15. A recent survey shows that 87% of all Americans still support the display of our National Motto.
 - a. This is our country's identity
16. In times of both war and peace, these words have been a profound source of strength and guidance to many generations of Americans.
17. As a grassroots patriotic movement, the *US MOTTO ACTION COMMITTEE* stands on solid legal ground.
18. Since Davidson County paved the way, not one legal challenge has been raised against any city or county that has "Voted Yes." This includes...
19. This effort is totally legal and there is nothing to challenge!

20. 100% of the cost comes from private donations and in most cases from your local citizens. How often do you get things offered to you free of charge with zero cost to you?
21. All across the state elected officials are quickly embracing the opportunity to display our great Motto.
22. Displaying the Motto will serve as a perpetual reminder of our Godly heritage.
23. Elected officials like you, are showing a commitment to the values that our country was founded upon.
24. Thank you in advance for voting "Yes"
25. I would be glad to answer any questions that you may have.



NEED TO KNOW SIZE OF EXISTING LETTERS Both locations - Cast Aluminum White letters





6" Anodized Black Cast Aluminum

RESOLUTION
by the
Vance County Board of Commissioners
In the State of North Carolina
Supporting the Display of the National Motto
“In God We Trust” in Two Prominent Locations in Vance County

WHEREAS, “In God We Trust” became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II and

WHEREAS, the words have been used on United States currency since 1864: and

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker’s dais in the House of Representatives: and

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

WHEREAS, the County desires to display this patriotic motto in a way to solemnize public occasions and express confidence in our society.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Vance County does hereby resolve as follows:

Section 1. That the Board of Commissioners of the County of Vance, North Carolina, does hereby determine that the historic and patriotic words of our national motto, “In God We Trust” shall be permanently and prominently displayed on the Vance County Courthouse and the Vance County Administration Building, and to remain there in perpetuity.

Section 2. The County Clerk shall certify to the passage and adoption of this resolution and enter it into the official Minutes book.

This the 6th day of September, 2016.

Gordon Wilder, Chairman

Attest:

Kelly H. Grissom, Clerk to Board

MOTTO ALL LOCATIONS APPROVED

	STATE	LOCATION	COUNTY	APPROVAL DATE	INSTALLATION PROGRESS	PATROL DECALS
1	North Carolina	Alamance County	Alamance	4/6/2015	Complete	
2	North Carolina	Alexander County	Alexander	4/13/2015	Complete	32
3	North Carolina	Alleghany County	Alleghany	8/17/2015	Complete	24
4	North Carolina	Ashe County	Ashe	1/20/2015	Complete	
5	North Carolina	Avery County	Avery	7/6/2015	Complete	20
6	North Carolina	Brunswick County	Brunswick	1/13/2015	Complete	
7	North Carolina	Burke County	Burke	3/7/2015	Complete	
8	North Carolina	Caldwell County	Caldwell	6/15/2015	Complete	
9	North Carolina	Caswell County	Caswell	3/16/2015	Complete	
10	North Carolina	Chatham County	Chatham	5/16/2016	Confirm Size/Location	
11	North Carolina	Cherokee County	Cherokee	2/1/2015	Complete	16
12	North Carolina	Clay County	Clay	9/3/2015	Complete	22
13	North Carolina	Cleveland County	Cleveland	2/11/2015	Complete	55
14	North Carolina	Columbus County	Columbus	8/15/2016	Confirm Size/Location	
15	North Carolina	Davidson County	Davidson	11/26/2002	Complete	130
16	North Carolina	Davie County	Davie	8/7/2006	Complete	
17	North Carolina	Gaston County	Gaston	2/10/2015	Complete	
18	North Carolina	Graham County	Graham	8/4/2015	Complete	15
19	North Carolina	Granville County	Granville	8/1/2016	Confirm Size/Location	
20	North Carolina	Harnett County	Harnett	8/1/2016	Confirm Size/Location	
21	North Carolina	Haywood County	Haywood	6/1/1932	Complete	60
22	North Carolina	Henderson County	Henderson	9/16/2015	Phase 1 Complete	100
23	North Carolina	Iredell County	Iredell	4/19/2006	Complete	
24	North Carolina	Lee County	Lee	11/17/2014	Complete	
25	North Carolina	Lincoln County	Lincoln	3/16/2015	Complete	140
26	North Carolina	Macon County	Macon	10/13/2015	Complete	50
27	North Carolina	McDowell County	McDowell	4/13/2015	Complete	35
28	North Carolina	Mitchell County	Mitchell	7/13/2015	Complete	17
29	North Carolina	Moore County	Moore	3/17/2015	Complete	
30	North Carolina	Montgomery County	Montgomery	5/19/2015	Confirm Size/Location	
31	North Carolina	Pender County	Pender	1/5/2015	Complete	
32	North Carolina	Person County	Person	7/18/2016	Confirm Size/Location	
33	North Carolina	Polk County	Polk	7/20/2015	Complete	32
34	North Carolina	Randolph County	Randolph	4/6/2015	Complete	
35	North Carolina	Richmond County	Richmond	8/2/2016	Confirm Size/Location	
36	North Carolina	Robeson County	Robeson	1/21/2015	Complete	
37	North Carolina	Rockingham County	Rockingham	5/4/2015	Complete	
38	North Carolina	Rowan County	Rowan	4/3/2006	Complete	
39	North Carolina	Rutherford County	Rutherford	7/6/2015	Complete	52
40	North Carolina	Scotland County	Scotland	5/2/2016	Confirm Size/Location	50
41	North Carolina	Stanly County	Stanly	2/19/2015	Complete	
42	North Carolina	Stokes County	Stokes	4/13/2015	Complete	48



**IN GOD
WE TRUST**

USMAC Mission

To defend, promote and assist in the awareness and furtherance of our U. S. Motto, "In God We Trust," on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects.

USMAC Board

David White, Chair (336) 239-0473
 davidmwhite7@aol.com

Rick Lanier, Vice Chair (336) 798-7700
 7thheaven@windstream.net

Pastor Mark Smith, Secretary (336) 306-6476
 MSDKSmith@icloud.com

Fred McClure, Treasurer (336) 249-9269
 fred@fredmcclure.com

Dr. Ron Baity, Chaplain (336) 785-0529
 rbaity4520@aol.com

Dr. Richard Callahan (336) 259-9113
 richardd.callahan@gmail.com



What you can do!

Pray

- * For municipalities to vote "Yes" to display our National Motto-*In God We Trust*.
- * For pastors to catch our vision and motivate their members in our mission.
- * For patriotic individuals to get involved in their local community.

Promote

- * Contact your city or county commissioners to request the U.S. Motto be displayed.
- * Ask your pastor or civic organization to invite a member of the USMAC to share our mission.
- * Get involved! One active, energetic voice can make a tremendous difference.

Provide

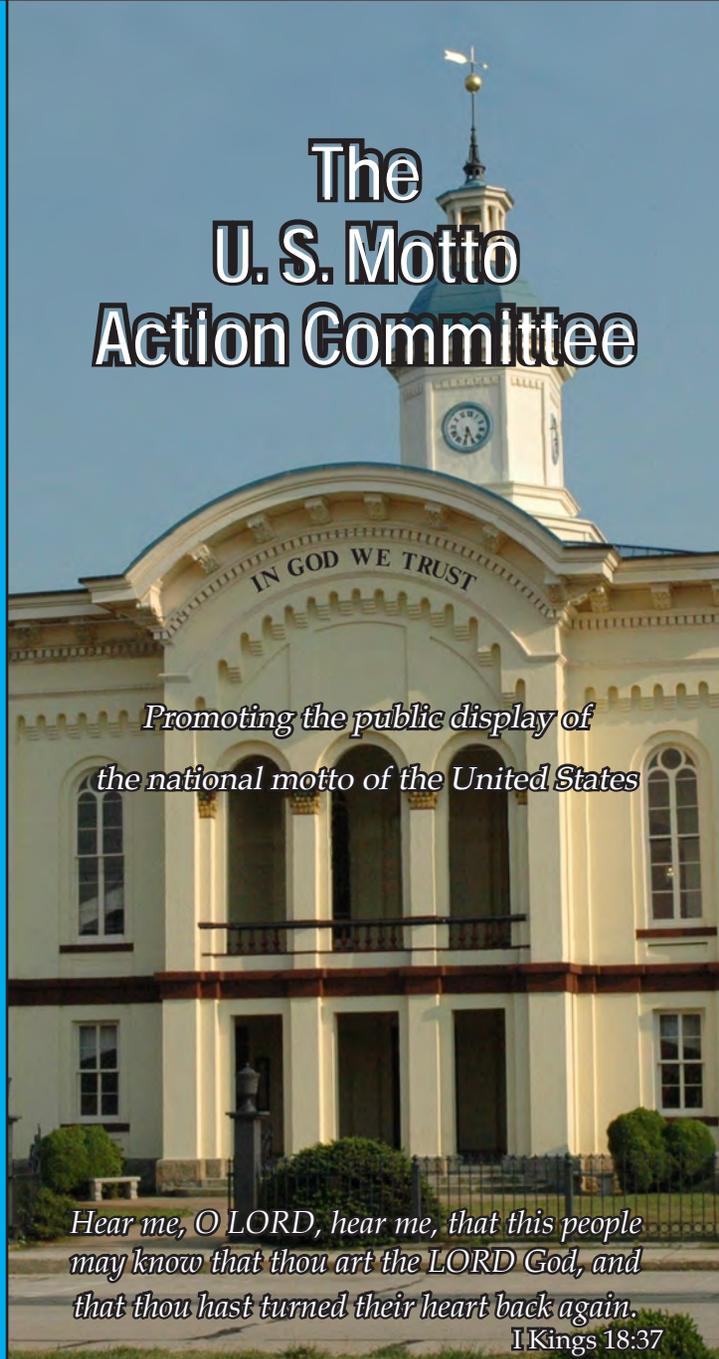
- * USMAC incurs ALL costs to display the U.S. Motto on government buildings.
- * We depend on churches and patriotic individuals to meet these needs.
- * Costs range up to **\$2,500** per location
- * Become a *USMAC Partner* with a **One Time Gift** to promote a permanent and public reminder of America's Godly Heritage.

*If the foundations be destroyed,
what can the righteous do?*

Psalm 11:3

Donations may be mailed to:

USMAC
P.O. Box 1351
Lexington, NC 27293
(336) 798-7700 usmotto02@gmail.com



The U. S. Motto Action Committee

*Promoting the public display of
the national motto of the United States*

*Hear me, O LORD, hear me, that this people
may know that thou art the LORD God, and
that thou hast turned their heart back again.*

I Kings 18:37



We believe God gave birth to the *U.S. Motto Action Committee*.

A BRIEF HISTORY

August 2002

With a desire to promote patriotism, David White petitioned Commissioner Rick Lanier to place the national motto, *In God We Trust*, on the Davidson County Governmental Center.

November 26, 2002

Commissioner Lanier led the Davidson County Commissioners to approve the display of our National Motto.

December 29, 2002

The US Motto was publicly displayed on the Davidson County Governmental Center.

December 30, 2002

In an effort to promote America's Godly Heritage, David White, Rick Lanier, Todd Clark, and Fred McClure formed the US Motto Action Committee. Shortly thereafter, Pastor Ron Baity was added as Committee Chaplain.

June 24, 2003

Two ACLU-funded attorneys sued Davidson County citing the public display of the Motto violated the "separation of church and state."

August 12, 2003

Due to the proactive efforts of the USMAC, the Commissioners unanimously decided to fight the lawsuit

May 2004

U. S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict

May 13, 2005

The U. S. Fourth Circuit Court of Appeals affirmed Judge Osteen's opinion.

November 14, 2005

The U. S. Supreme Court refused to hear the case. The decision of the Fourth Circuit Court of Appeals became case law. Ref: *Lambeth and Lea vs. Davidson County, NC # 04-1753*

The U.S. Motto Action Committee actively encourages local elected officials across NC and our nation to display the National Motto. Our purpose is to promote America's Christian heritage with the hope that hearts would turn back to Him. II Chronicles 7:14



Approved on 2/10/2015



Approved on 3/02/2015

"If we ever forget that we are One Nation Under God, then we will be one nation gone under." *Ronald Reagan*



Approved on 3/02/2006



Approved on 12/09/2014

To join our effort to publicly display the U.S. Motto on your city or county building, contact us at (336) 798-7700 or usmotto02@gmail.com.

PUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

CHARLES F. LAMBETH, JR.; MICHAEL
D. LEA,

Plaintiffs-Appellants,

v.

THE BOARD OF COMMISSIONERS OF
DAVIDSON COUNTY, NORTH CAROLINA,
Defendant-Appellee.

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b

No. 04-1753

Appeal from the United States District Court
for the Middle District of North Carolina, at Durham.
William L. Osteen, District Judge.
(CA-03-592)

Argued: February 3, 2005

Decided: May 13, 2005

Before WIDENER and KING, Circuit Judges, and
Henry F. FLOYD, United States District Judge for the
District of South Carolina, sitting by designation.

Affirmed by published opinion. Judge King wrote the opinion, in
which Judge Widener and Judge Floyd joined.

COUNSEL

ARGUED: George Daly, Charlotte, North Carolina, for Appellants.
James Redfern Morgan, Jr., WOMBLE, CARLYLE, SANDRIDGE &
RICE, P.L.L.C., Winston-Salem, North Carolina, for Appellee. **ON**

BRIEF: John W. Gresham, FERGUSON, STEIN, CHAMBERS, ADKINS, GRESHAM & SUMTER, Charlotte, North Carolina, for Appellants.

OPINION

KING, Circuit Judge:

Plaintiffs Charles F. Lambeth, Jr. and Michael D. Lea appeal the district court's dismissal of their complaint in this civil action for failure to state a claim upon which relief can be granted. Fed. R. Civ. P. 12(b)(6). Plaintiffs have alleged, pursuant to 42 U.S.C. § 1983, that the Board of Commissioners of Davidson County, North Carolina (the "Board"), violated the Establishment Clause of the First Amendment when it authorized the phrase "In God We Trust" to be inscribed on the facade of the Davidson County Government Center (the "Government Center"). The district court, upon analyzing the Plaintiffs' allegations, concluded that they failed to assert a violation of the Establishment Clause, as measured by the test prescribed by the Supreme Court in *Lemon v. Kurtzman*, 403 U.S. 602, 612-13 (1971) (the "*Lemon* test"). As explained below, we affirm.

I.

Plaintiffs Lambeth and Lea are lawyers who regularly practice in the Government Center, located in the City of Lexington, the county seat of Davidson County, North Carolina. On June 24, 2003, the Plaintiffs filed this civil action against the Board under § 1983, alleging a violation of the Establishment Clause of the First Amendment.¹

¹The Establishment Clause provides, "Congress shall make no law respecting an establishment of religion . . ." U.S. Const. amend. I. The Supreme Court has advised that this protection is incorporated by the Fourteenth Amendment as a protection against establishment of religion by the states. *See Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940) ("The First Amendment declares that Congress shall make no law respecting an establishment of religion . . . [and] [t]he Fourteenth Amendment has rendered the legislatures of the states as incompetent as Congress to enact such laws.").

They maintain that, around December 31, 2002, the Board unconstitutionally decided to inscribe the national motto, "In God We Trust," on the Government Center (the "display"). According to the Plaintiffs, Board members and the public spoke both in favor of and against the proposed display at the crucial Board meeting, emphasizing the religious nature of the words "In God We Trust," and observing that the display depicted the national motto. The display has since been installed on the front facade of the Government Center in eighteen-inch block letters.

On August 21, 2003, the Board moved to dismiss the Plaintiffs' action pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, for failure to state a claim upon which relief could be granted. Soon thereafter, on September 15, 2003, the Plaintiffs filed their First Amended Complaint (the "Complaint"). On October 2, 2003, the Board filed another Rule 12(b)(6) motion, asserting that the Complaint was legally deficient and incorporating by reference the contentions made in the Board's initial motion to dismiss.

On May 25, 2004, the district court dismissed the Complaint, concluding that it failed to state a claim of a First Amendment violation on which relief could be granted. *Lambeth v. Bd. of Comm'rs*, No. 03-cv-592-WLO (M.D.N.C. May 25, 2004) (the "Memorandum Opinion"). In so ruling, the court determined that the allegations of the Complaint fail, under the *Lemon* test, to demonstrate a violation of the Establishment Clause. Memorandum Opinion at 44. The Plaintiffs have timely appealed, and we possess jurisdiction pursuant to 28 U.S.C. § 1291.

II.

We review de novo a district court's dismissal of a complaint under Rule 12(b)(6). *Duckworth v. State Admin. Bd. of Election Laws*, 332 F.3d 769, 772 (4th Cir. 2003). Under controlling principles, a district court may dismiss a complaint for failure to state a claim only if it appears beyond doubt that the plaintiff can prove no set of facts that would entitle him to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957). In assessing a Rule 12(b)(6) issue, we accept as true the factual allegations of the challenged complaint, *see Zinermon v. Burch*, 494 U.S. 113, 118 (1990), and we view those allegations in the light

most favorable to the plaintiff, *Scheuer v. Rhodes*, 416 U.S. 232, 236 (1974). On appeal, our inquiry is limited to whether the "pleadings adequately state a set of facts which, if proven to be true, would entitle [the plaintiff] to judicial relief." *Duckworth*, 332 F.3d at 772.

III.

A.

Under our precedent, the Establishment Clause issue presented here is properly analyzed (as the district court did in making its challenged ruling), under the *Lemon* test enunciated by the Supreme Court. See *Mellen v. Bunting*, 327 F.3d 355, 370 (4th Cir. 2003) (applying *Lemon* test to analysis of Establishment Clause challenge to state university's supper prayer). In *Lemon*, the Court considered a state statute benefitting parochial school teachers, and assessed the constitutionality of the statute by examining whether it satisfied three conditions: first, whether there was a secular purpose behind the statute; second, whether the statute's principal or primary effect was one that neither advanced nor inhibited religion; and third, whether the statute fostered an "excessive government entanglement with religion." 403 U.S. at 612-13. To pass muster under the Establishment Clause, a challenged government action must satisfy each of the *Lemon* test's three criteria. *Mellen*, 327 F.3d at 367. In *County of Allegheny v. American Civil Liberties Union*, the Court elaborated on the *Lemon* test by examining whether the governmental use of an object with religious meaning (there, a crèche) had the effect of "endorsing" religion. 492 U.S. 573, 593-94 (1989). As we recognized in *Mellen*, we have treated *County of Allegheny*'s "endorsement" test as an "enhancement of *Lemon*'s second prong." See *Mellen*, 327 F.3d at 370-71.

In this proceeding, the district court concluded that the Complaint failed to adequately allege that the display contravened any of the *Lemon* test's three prongs. First of all, the court determined, under the first prong, that the Complaint failed to allege an entirely religious purpose behind the Board's installation of the display. Memorandum Opinion at 22-24. Next, the court determined, under the second prong, that the display could not have the primary effect of advancing religion in the eyes of a reasonable, informed observer. *Id.* at 24-37.

Finally, the court concluded that the display of the national motto did not result in an "excessive entanglement" of government with religion, and thus that it did not contravene the third prong. *Id.* at 37-44.

On appeal, the Plaintiffs contend that the district court erred in its application of the *Lemon* test, and that the allegations of the Complaint are sufficient to proceed to discovery. They maintain that the Complaint alleges that the Board's "dominant" purpose in approving the display was religious, which, they contend, is sufficient to allege that the display fails the *Lemon* test's first prong; that the effect of the display is to advance or endorse religion, prohibited by the *Lemon* test's second prong; and that the display results in an excessive entanglement of government with religion, precluded by the *Lemon* test's third prong. Pursuant to *Lemon* and its progeny, we assess de novo the alleged constitutional defects of the display.

1.

We first assess, under prong one of the *Lemon* test, whether the Complaint sufficiently alleges that the Board's adoption of the challenged display lacked a secular intent. As the district court observed, the Complaint alleges that both secular and religious aspects of the display were discussed at the crucial Board meeting. Memorandum Opinion at 22-24. The Complaint alleges that Board members, and members of the public as well, "emphasized" at the Board meeting the religious nature of the phrase "In God We Trust," and that the display was thereafter adopted. Complaint at ¶ 3(u)-(v). The Complaint further alleges that one Board member observed that voting against the installation of the display would be perceived by the public as a vote against God. *Id.* at ¶ 3(y). Finally, the Complaint also alleges that "the fact that these words are also the national motto was mentioned but not emphasized at the meeting at which defendant authorized the display." *Id.* at ¶ 3(w).

Although the Plaintiffs contend that their allegations are sufficient in this regard, we are constrained to disagree. Under applicable Supreme Court precedent, a "legitimate secular purpose" supporting a challenged governmental action will suffice to satisfy the *Lemon* test's first prong. *See Lynch v. Donnelly*, 465 U.S. 668, 681 (1984). And, as we have previously observed, the demonstration of such a

legitimate secular purpose is "a fairly low hurdle." *Brown v. Gilmore*, 258 F.3d 265, 276 (4th Cir. 2001). Indeed, we will deem the first prong of the *Lemon* test to be contravened "only if [the action] is 'entirely motivated by a purpose to advance religion.'" *See Mellen*, 327 F.3d at 372 (quoting *Wallace v. Jaffree*, 472 U.S. 38, 56 (1985)).

A legitimate secular purpose is thus sufficient to pass muster under the first prong of the *Lemon* test, unless the alleged secular purpose is in fact pretextual. *See Santa Fe Ind. Sch. Dist. v. Doe*, 530 U.S. 290, 308-09 (2000); *see also Stone v. Graham*, 449 U.S. 39, 41 (1980) ("The Ten Commandments are undeniably a sacred text in the Jewish and Christian faiths, and no legislative recitation of a supposed secular purpose can blind us to that fact."). In this matter, the Complaint fails to allege that the Board's discussion of the phrase "In God We Trust" as the national motto was a pretext for its religious motivations, and thereby fails to allege that there was no legitimate secular purpose to the Board's approval of the display. As a result, the display's installation, on the basis of allegations of the Complaint, does not contravene the *Lemon* test's first prong.²

2.

Turning to the *Lemon* test's second prong, we next assess whether the Complaint alleges that the display's principal or primary effect is to advance or inhibit religion, or whether the display has the effect of "endorsing" religion. In this regard, the Plaintiffs contend that the district court erred in concluding that the Complaint's allegations of the religious meaning and effect of the display fail to contravene the *Lemon* test's second prong. Again, we disagree.

²The Plaintiffs contend that they are required to demonstrate an "entirely religious" purpose for the display only after discovery has been completed, rather than in their Complaint at the pleading stage. However, a complaint must contain a short and plain statement showing an entitlement to relief. Fed. R. Civ. P. 8(a). While the sufficiency of the Complaint's allegations presents a close question, the Plaintiffs have conceded in the Complaint that there was some secular purpose in the display, without alleging that the purported secular purpose was pretextual. The Plaintiffs have therefore failed to establish a dispute over the display's purpose that would justify discovery.

a.

We have heretofore characterized the phrase, "In God We Trust," when used as the national motto on coins and currency, as a "patriotic and ceremonial motto" with "no theological or ritualistic impact." *Carolina Civil Liberties Union Legal Found. v. Constangy*, 947 F.2d 1145, 1151 (4th Cir. 1991). The use of the challenged phrase as the national motto is long-standing, and it has been used extensively over the years by the federal government. By way of example, Congress first authorized the National Mint to include "In God We Trust" on coins in 1865, and made its inclusion mandatory on gold and silver coins in 1908. Its use was extended to the national currency in 1955. Importantly, Congress made "In God We Trust" the national motto in 1956, and the motto is inscribed above the Speaker's Chair in the House of Representatives, and also above the main door of the Senate Chamber.

The Supreme Court has strongly indicated on several occasions, albeit in dicta, that governmental use of the motto "In God We Trust," does not, at least in certain contexts, contravene the mandate of the Establishment Clause. See *County of Allegheny*, 492 U.S. at 602-03 ("[O]ur previous opinions have considered in dicta the ["In God We Trust"] motto . . ., characterizing [it] as consistent with the proposition that government may not communicate an endorsement of religious belief."); *Lynch*, 465 U.S. at 693 (O'Connor, J., concurring) ("[G]overnment's display of the crèche in this particular physical setting [is] no more an endorsement of religion than such governmental 'acknowledgments' of religion as . . . [the] printing of 'In God We Trust' on coins . . ."). Such observations by the Court, interpreting the First Amendment and clarifying the application of its Establishment Clause jurisprudence, constitute the sort of dicta that has considerable persuasive value in the inferior courts. See *Garris v. Norfolk Shipbldg. & Drydock Corp.*, 210 F.3d 209, 227 (4th Cir. 2000) (Hall, J., concurring) (observing that Court's interpretation of its own opinion is persuasive).

As the Plaintiffs properly recognize, however, the County's installation of the national motto on the facade of the Government Center constitutes a governmental action which goes beyond the traditional uses of the phrase, as discussed in the Court's dicta and by our prece-

dent, which have been limited to the phrase's appearance on coins and currency, and as the national motto. Plaintiffs urge that, no matter how the challenged phrase is viewed in its use on coins, currency, and in other long-standing contexts, such uses are inapposite to the Board's display here — only recently installed on the Government Center. As a result, the Plaintiffs urge us to view the Board's use of the phrase on a blank slate. And, they contend, when viewed in that light, an objective observer would understand the Board's display of this "religious creed" as an unconstitutional endorsement of religion.

Plaintiffs' contention on this point, however, slightly mischaracterizes the analysis required under the *Lemon* test's second prong. It suggests that anything not wholly secular contravenes the Establishment Clause, unless it has been specifically "grandfathered" by longstanding use. The proper analysis is the converse: whether a particular display, with religious content, would cause a reasonable observer to fairly understand it in its particular setting as impermissibly advancing or endorsing religion. See *County of Allegheny*, 492 U.S. at 598-00. As the Supreme Court observed in *Lynch*, to "[f]ocus exclusively on the religious component of any activity would inevitably lead to its invalidation under the Establishment Clause." 465 U.S. at 680. Instead, the Court has consistently concluded that displays with religious content — but also with a legitimate secular use — may be permissible under the Establishment Clause. See, e.g., *County of Allegheny*, 492 U.S. at 579 (concluding that display of menorah did not violate Establishment Clause).

In this situation, the reasonable observer must be deemed aware of the patriotic uses, both historical and present, of the phrase "In God We Trust." See *Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, 119 (2001) ("[T]he reasonable observer in the endorsement inquiry must be deemed aware of the history and context of the community and forum in which the religious [speech takes place]'" (quoting *Capitol Square Review and Advisory Bd. v. Pipette*, 515 U.S. 753, 779-80 (1995) (O'Connor, J., concurring))). As a result, we are obliged to assess the Board's use of the national motto on the facade of the Government Center in its full context — as a statement with religious content, and as one with legitimate secular associations born of its consistent use on coins and currency, and as the national motto. The question under the *Lemon* test's second prong is whether, taking

these associations into account, the display's principal or primary effect is to advance or inhibit religion; or, put differently, whether an informed, reasonable observer would view the display as an endorsement of religion. We now turn to an assessment of that question.

b.

The Plaintiffs maintain that, in making this analysis under the *Lemon* test's second prong, we must consider the reasonable observer to be aware of the religious comments made in favor of the display at the Board meeting where it was authorized. However, as the district court determined, the allegations of the Complaint on the Board's intent are inapplicable to the *Lemon* test's second prong. The first and second prongs of the *Lemon* test are intended to assess different aspects of a challenged government action. Prong one of the *Lemon* test looks at the purpose behind such an action, and allows the action to stand if it is not "entirely motivated by religion." *Mellen*, 327 F.3d at 372. Prong two, by contrast, assesses the effect of the action, *Lemon*, 403 U.S. at 612-13, and inquires "whether, irrespective of government's actual purpose, the practice under review in fact conveys a message of endorsement or disapproval [of religion]," *Mellen*, 327 F.3d at 373 (quoting *Wallace*, 472 U.S. at 56 n. 42). Prong two thus looks to the effect of the display itself, not to the display's origin. *See Constangy*, 947 F.2d at 1151 (explaining that, under the *Lemon* test's second prong, "intent is irrelevant").

With these principles in mind, we are constrained to conclude, under the *Lemon* test's second prong, that the installation of the national motto "In God We Trust" on the Government Center would not cause a reasonable observer to fairly understand the purpose of the message "in its particular physical setting" to impermissibly advance or endorse religion. *County of Allegheny*, 492 U.S. at 598-00; *see also Good News Club*, 533 U.S. at 119 (emphasizing that Establishment Clause does not create a "heckler's veto"). The Complaint alleges no circumstances — such as an inappropriate context or character — to negate the legitimate secular connotations arising from the long-standing patriotic uses in this country of the phrase "In God We Trust." A reasonable observer contemplating the inscription of the phrase on the Government Center would recognize it as recently installed, but also as incorporating familiar words — a phrase with

religious overtones, to be sure, but also one long-used, with all its accompanying secular and patriotic connotations as our national motto and currency inscription. In this setting, we thus conclude that the Board's use of the national motto in the challenged display does not contravene the *Lemon* test's second prong.

3.

Finally, we are obliged to assess, under the *Lemon* test's final prong, whether the Complaint sufficiently alleged that the challenged display has created an "excessive entanglement" between government and religion. In this regard, Plaintiffs contend that the district court erroneously declined to consider their allegations of "political divisiveness," which they deem to be pertinent to the issue of "excessive entanglement."

The type of "divisive political potential" which the Supreme Court has identified as a concern under the Establishment Clause is "political division along religious lines." *Lemon*, 403 U.S. at 622. And, as we recognized in *Ehlers-Renzi v. Connelly School of the Holy Child, Inc.*, the Court has confined its "political divisiveness" rubric to "'cases where direct financial subsidies are paid to parochial schools or to teachers in parochial schools.'" 224 F.3d 283, 292 (4th Cir. 2000) (quoting *Mueller v. Allen*, 463 U.S. 388, 403-04 n. 11 (1983)). The Court's "political divisiveness" rubric is thus inapplicable to the circumstances of this case.

Moreover, there are no other apparent grounds, either alleged in or arising from the Complaint, on which to find an "excessive entanglement" between government and religion in this case that would contravene the *Lemon* test's third prong. The kind of excessive entanglement of government and religion precluded by *Lemon* is characterized by "comprehensive, discriminating, and continuing state surveillance" of religious exercise, *see Lemon*, 403 U.S. at 619, which is simply not present here. The display on the Government Center does not require pervasive monitoring or other maintenance by public authorities. *See Mueller*, 463 U.S. at 403 (explaining that such comprehensive surveillance is "necessary [for a challenged action] to run afoul of" *Lemon*'s third prong); *see also Agostini v. Felton*, 521 U.S. 203, 233-34 (1997) (concluding that program of sending public

school teachers into parochial schools to provide remedial education to disadvantaged children did not result in excessive entanglement). Nor does the display require any other sort of continued and repeated government involvement with religion. *See Mellen*, 327 F.3d at 375 (determining that public university's supper prayer violated *Lemon*'s third prong because school officials "composed, mandated, and monitored a daily prayer"). As a result of the foregoing, we must also conclude that the display does not contravene the *Lemon* test's third prong.

B.

In sum, even accepting the allegations of the Complaint as true, the display does not contravene any of the three prongs of the *Lemon* test. The Complaint fails to sufficiently allege that the display had no legitimate secular purpose; that it has the effect of advancing or endorsing religion; or that it results in an excessive entanglement of government and religion. As a result, we agree with the comprehensive analysis made by the district court with regard to this dispute, *see* Memorandum Opinion at 18-44, and conclude that the Complaint fails to state a claim for relief under the Establishment Clause upon which relief can be granted.

IV.

Pursuant to the foregoing, we affirm the judgment of the district court.

AFFIRMED

Water District Board

Vance County Water Board Report September 6, 2016

Water Planning Committee

Discussion - Conversion to Dry Taps; Base Fee Amount; Delinquent Availability Accounts. The committee (Wilder [C], Brummitt, and Taylor) met Tuesday, August 16th and discussed concerns raised recently with the base fee amount and the inability to convert from a wet tap to a dry tap. The committee reviewed the financial condition of the system and made note that the county is currently subsidizing the system with approximately \$500,000 to keep water rates lower. The committee felt that the \$30 base fee is necessary due to the financial situation of the system and recognized the considerable cost and precedent if individuals were allowed to convert from a wet to dry tap. The committee discussed the USDA 504 program as an option for assisting with hookup costs and requested staff to have a USDA representative make a presentation to the board providing details on the program. Also, the committee reviewed data on the delinquent availability accounts and discussed options for collecting the funds owed to the county. As of August there were a total of 137 customers who are over 90 days late on paying availability fees with a total balance of \$66,000. The committee discussed the option of utilizing a collections agency and recommended that staff begin researching this option as a first effort prior to considering judgements. *For Your Information.*



Vance County Water District
Operations Report
August 2016

<u>Operations Highlights:</u>	<u>Fiscal Year-to Date</u>	<u>Aug 2016 (Jul 26-Aug 30)</u>
Work Order Completions:		
Flush Lines	7	0
Set Meters	220	16
Replace Meter	5	2
Locate Lines	481	76
Odor In Water / Chlorine Check	7	2
Check Usage / Leaks	190	27
Replace Meter Lid/Box	2	2
Low pressure/No Water	8	0
Water Main Break	1	0
Distribute Boil Water Notices	0	0
Distribute Rescind Notices	0	0
Move in / move out	71	16
Phase 1 and 2 construction responses:		
Water line repairs	0	0
Shut off Notices	1,438	0
Actual Shut offs	89	79
Restores	42	74
Cross Connection Checks	0	1
Intent to Serve inspections	1	0
Hydrant/Site Care/Mowing	55	0
Delivered Return Mail	15	0
<u>Satellite Office Activity:</u>		
Information requests	160	8
Bill pays	2,315	201
Applications received	222	14

Billing Summaries:

May Billing 04/27/2016 through 5/30/2016
1200 Total bills of which 710 were metered services
Gallons billed 2,206,790 Average usage 1,840 @ .00719 = \$13.23 plus \$ 30 Base = \$ 43.23

June Billing 05/30/2016 through 6/23/2016
1184 Total bills of which 709 were metered services
Gallons billed 2,305,346 Average usage 3,252 @ .00719 = \$23.38 plus \$ 30 Base = \$ 53.38

July Billing 06/24/2016 through 07/26/2016
1211 Total bills of which 730 were metered services
Gallons billed 2,522,590 Average usage 3,456 @ .00719 = \$24.85 plus \$ 30 base = \$ 54.85

August Billing 07/26/2016 through 08/29/2016
1211 Total bills of which 743 were metered services
Gallons billed 2,694,450 Average usage 3,686 @ .00914 = \$33.69 plus \$ 30 base = \$ 63.69

Water System Overview:

Customer disconnection notices were mailed for shut offs starting on 08/25/2016. The current customer count is as follows:

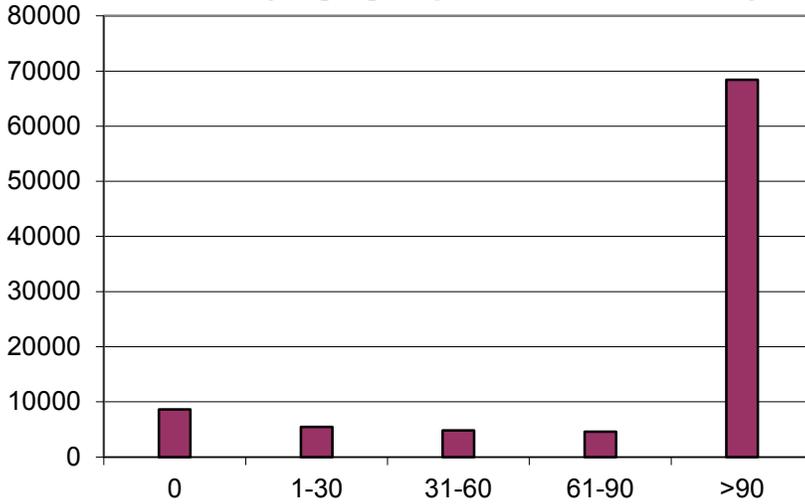
- Phase 1 – 657 total customers (214 availability accounts and 443 metered accounts)
- Phase 2 – 554 total customers (254 availability accounts and 300 metered accounts).

There is a total of 1211 customers committed to the water system. The current past due balances are shown on the attached.



Vance County Water District
 Operations Report
 August 2016

Availability Aging Report for Vance County



Availability Accounts AR*

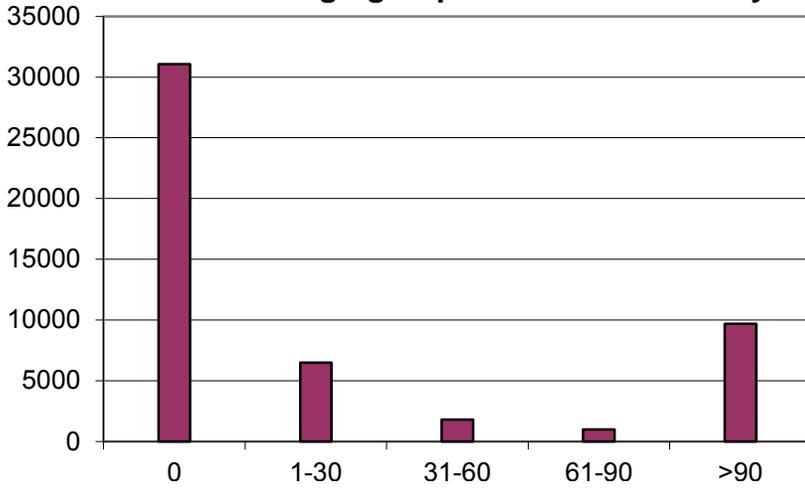
Age	AR
0	\$ 8,620.47
1-30	\$ 5,455.88
31-60	\$ 4,818.87
61-90	\$ 4,562.70
>90	\$68,397.70

Total Availability AR to date

\$ 91,855.62

Number of Customers 19 9 11 133

Metered Aging Report for Vance County



Metered Services AR*

Age	AR
0	\$31,050.37
1-30	\$ 6,488.33
31-60	\$ 1,802.56
61-90	\$ 986.26
>90	\$ 9,691.43

Total Metered Services to date

\$ 50,018.95

Both Accounts

\$ 141,874.57

Number of Customers 81 18 4 62

*Graph information as of August 30, 2016

VANCE COUNTY
REVENUE & EXPENDITURE STATEMENT
07/01/2016 TO 07/31/2016

16 WATER FUND

REVENUE:	CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	PCTUSED
16-329-432900 INVESTMENT EARNINGS	74.06	74.06	200.00	37%
16-367-436701 WATER LINE REIMB-CITY	0.00	0.00	16,040.00	0%
16-375-437500 METERED WATER SALES	25,936.27	25,936.27	521,220.00	5%
16-375-437501 NON-METERED WATER REVENUE	10,438.87	10,438.87	125,000.00	8%
16-375-437502 WATER - DEBT SETOFF REVENUE	0.00	0.00	1,500.00	0%
16-376-437505 CONNECTION FEES	0.00	0.00	5,000.00	0%
16-376-437506 RECONNECT FEES	0.00	0.00	1,000.00	0%
16-376-437507 NSF CHECK FEES	50.00	50.00	500.00	10%
16-376-437508 LATE PAYMENT FEES	1,119.11	1,119.11	10,000.00	11%
16-397-439710 TRANSFER FROM GENERAL FUND	0.00	0.00	501,209.00	0%
TOTAL REVENUE	37,618.31	37,618.31	1,181,669.00	3%
EXPENDITURE:				
16660-500621 BOND PRINCIPAL - WATER	0.00	0.00	175,000.00	0%
16660-500622 BOND INTEREST - WATER	0.00	0.00	351,535.00	0%
16-665-500011 TELEPHONE & POSTAGE	0.00	0.00	2,000.00	0%
16-665-500013 UTILITIES	197.44	197.44	6,000.00	3%
16-665-500026 ADVERTISING	0.00	0.00	1,000.00	0%
16-665-500033 DEPARTMENTAL SUPPLIES	414.00	414.00	28,875.00	1%
16-665-500044 SPECIAL CONTRACTED SERVICES	0.00	0.00	81,920.00	0%
16-665-500045 CONTRACTED SERVICES	9,537.80	9,537.80	129,600.00	7%
16-665-500054 INSURANCE & BONDS	0.00	0.00	1,789.00	0%
16-665-500079 PURCHASED WATER	0.00	0.00	240,000.00	0%
16-665-500088 BANK SERVICE CHARGES	129.23	129.23	520.00	25%
16-665-500282 BAD DEBT EXPENSE	0.00	0.00	5,000.00	0%
16-665-500283 DEBT SERVICE RESERVE	0.00	0.00	52,654.00	0%
16-665-500284 CAPACITY FEE-CITY	0.00	0.00	52,875.00	0%
16-665-500286 SYSTEM MAINTENANCE	14,479.00	14,479.00	28,125.00	51%
16-665-500347 PERMITS	0.00	0.00	1,200.00	0%
16-665-500390 DEPRECIATION EXPENSE	0.00	0.00	23,576.00	0%
TOTAL EXPENDITURE	24,757.47	24,757.47	1,181,669.00	2%
EXCESS (DEFICIT) OF REVENUE	12,860.84	12,860.84	0.00	

*Committee Reports
and Recommendations*

Vance County

Committee Reports and Recommendations

September 6, 2016

Human Resources Committee

FY16 Merit Pay Update/Salary and Benefit Study. The Human Resources Committee (Brown [C], Taylor & Wilder) met Tuesday, August 2nd and received an update on merit pay. For FY16-17 the board approved \$85,000 which will be given to employees who have been with the county since October 1, 2015 (the review period) and meet or exceed standards according to their evaluations upcoming in September 2016. The salary increase will be 1.5% and given in January to begin addressing compression. The committee discussed moving future merit increases to employee anniversary dates and requested that the salary and benefit study include recommendations to address compression going forward.

The committee met Tuesday, August 16th to review a recommendation from staff to engage the MAPS Group for completion of the salary and benefits study. The total cost (\$28,400) is within the budgeted amount. The MAPS Group previously worked with the county in 2007 and is highly experienced in North Carolina working with over 90 local governments and government agencies in North Carolina. ***Recommendation: Approve consulting agreement with the Management and Personnel Services Group (MAPS Group) for completion of the salary and benefits study.***

Reorganization of Planning & Development/Special Projects Coordinator. The committee discussed the reorganization of the planning and development department during their August 2nd and 16th meetings. An interim director (Ray Pulliam) has been named to lead the department during the transition and help with inspections. The department has lost one inspector in the last two weeks and will be losing the commercial plans examiner position to retirement at the end of September. The rehiring process for two code officials is currently underway – one being the department director and the other a high level inspector position. The committee reviewed permitting, expenditure and revenue data for the last 10 years and reviewed staffing sizes and budgets from surrounding counties. It is notable that the department has reduced from 14 to 8 positions since 2008 and has reduced its tax supported funding from \$500,000 to \$155,000 since 2006.

The committee discussed the commercial plans examiner position and recommended freezing this position upon retirement of the current individual which will allow for the creation of a special projects coordinator in the manager's office. This position would serve on the management team and be a key individual in coordinating implementation of capital improvement projects and many other county special projects. The county will realize a savings over \$20,000 with this shift in positions and will be in better position to maintain progress made in the past 18 months. ***Recommendation: Approve freezing the Commercial Plans Examiner position following the retirement of the current individual and approve the special projects position and job description in the administration department.***

Public Safety Committee

Fire Department Matters. The Public Safety Committee (Brummitt [C], Brown & Wilder) met Tuesday, August 2nd to discuss the need for a new fire engine and a new fire station for the fire department. Both the acquisition of the engine and construction of a new station are included in the FY17-18 CIP. The fire chief informed the board that a FEMA grant application has been submitted for an engine with an expected response very soon. The committee was agreeable to the chief beginning the planning and specification process for the engine at no cost, but felt it would be appropriate to hold off on proceeding with any acquisition unless the grant were successful. Following the meeting, staff was informed the grant was not successful. The committee was informed that essential pre-planning for a new station location has begun with an approximate location near the Satterwhite Point/I-85 intersection which would eliminate the need for the Kerr Lake Substation. The committee suggested considering a location that would allow the Satterwhite Point Marina to be within the 5 mile district. The fire department will continue with drive time analysis and staff will come to the committee and board in the future to seek permission to begin more formal planning with an architect. *For Your Information.*

Volunteer Fire Department Funding. The committee heard from Hicksboro, Drewry, Bearpond and Kittrell volunteer fire departments. Hicksboro expressed concerns with the operating cost of their substation and requested the county consider allotting \$10,000 to departments with substations. Drewry requested to be funded at the full amount of \$60,600 like the other county departments due to their Vance County call volume. They currently receive half as they are a border department. All of the departments present expressed a concern with an overall lack of funding and advocated for the county to consider individual fire tax districts or different allocation methods based on property values within each district. Staff informed the committee that the existing fire tax is not sufficient to cover additional allocations. The committee discussed the need for the departments to organize and work together in determining an allocation method that works for all departments. The committee also discussed the possibility of departments separating their operating budgets from capital budgets and developing a multi-year plan to ensure capital needs are met. The committee requested staff to provide financial data for the use of fire tax proceeds – this was provided following the meeting and is included in the agenda packet. *For Your Information.*

Planning and Environmental Committee

Offers to Purchase NSP Properties – 225 Hawkins Drive and 661 Charles Street. Due to the time sensitive nature of responding to NSP offers, the board authorized the committee to make decisions on selling the NSP houses subject to the established price parameters during its March 10, 2014 meeting. The committee (Wilder [C], Garrison, and Taylor) met Thursday, August 18th and Tuesday August 30th to review and approve the following offers to purchase the remaining two NSP properties.

- *225 Hawkins Street* – list price of \$49,000; offer of \$49,000 from Mark Freda includes \$2,500 in closing costs and a \$2,000 NSP grant.
- *661 Charles Street* – list price of \$70,000; two offers - one from Peggy Mayo for \$68,000 with no closing cost assistance and a \$10,000 NSP grant; one from Kevin Perry for \$70,000 with \$2,100 in closing costs and a \$5,000 NSP grant.

The committee approved the full list price offer from Mark Freda for 225 Hawkins Street. For 661 Charles Street the committee approved the full list price offer of \$70,000 from Kevin Perry subject to the completion of his qualification for participation in the NSP program within two weeks. If this does not occur the committee authorized moving to the next highest offer from

Peggy Mayo. To finalize the sales, it is necessary for the full board to adopt the attached resolutions.

225 Hawkins Street: Approve resolution authorizing a Private Sale Pursuant to N.C.G.S 153A-378 of Low and Moderate Income Housing from the Vance County NSP Grant Program.

661 Charles Street: Approve resolution authorizing a Private Sale Pursuant to N.C.G.S 153A-378 of Low and Moderate Income Housing from the Vance County NSP Grant Program.

Properties Committee

REO Property - Offers to Purchase – Orr’s Lane (parcel 0404 03025) and 643 Sombrero Lane (parcel 0552C02003). The committee (Brummitt [C], Kelly, Wilder) met Tuesday, August 30th and reviewed the following offers to purchase county owned property:

- Orr’s Lane (tax parcel 0404 03025) - \$2,400 offer from Melony Ayscue for vacant lot
- 643 Sombrero Lane (tax parcel 0552C02003) - \$2,000 offer from Duvel White for vacant lot following county’s demolition of doublewide mobile home on property.

Both offers are from neighboring property owners. The committee felt both offers were reasonable and covered the attorney’s fees associated with each property. The doublewide at 643 Sombrero Lane is scheduled for demolition within the next few days as a part of the abandoned mobile home grant program. The offer for this property is for the vacant property following the county’s demolition. The committee discussed the recent success with prices increasing once the upset bid process begins and recommended proceeding with the upset bid process for both properties. ***Recommendation: Approve resolutions to proceed with upset bid process for the sale of Orr’s Lane (tax parcel 0404 03025) and 643 Sombrero Lane (tax parcel 0552C02003).***

Community Gardens Lease Agreement. The committee reviewed a lease agreement between the City and County which leases two vacant jointly owned REO properties to Green Rural Redevelopment, Inc. (GRRO) for use as community gardens. The City of Henderson attorney drafted the agreement and the City Council has already taken action to approve it contingent upon the County’s approval. The lease agreement is for one year at a yearly rent of \$10 for the following properties: 800 Arch Street and 725 Roberson Street. The Commissioners have previously endorsed GRRO’s community garden concept of utilizing up to 10 jointly owned properties for this purpose. The community garden program recruits local individuals, teaches them entrepreneurial skills and sustainable farming practices and then provides a plot of land for a micro-farm. The committee recommended approval of the lease agreement. ***Recommendation: Approve the lease agreement between the City of Henderson, Vance County and Green Rural Redevelopment, Inc. for 800 Arch Street and 725 Roberson Street for the purpose of urban gardening.***

Property Demolition Update. The committee reviewed a listing of county owned properties planned for demolition. Demolition of six mobile homes with abandoned mobile home grant funding is scheduled to begin within a week with anticipation of completion in 60 days. A second set of six homes will have demolition and asbestos abatement bids returned on September 6th. Additionally, bids for demolition and asbestos abatement of the Teacherage and the Vance Manor structures will also be returned to the county on September 6th. The committee will review these bids and make recommendations at the October board meeting. ***For Your Information.***

Proposal for a Comprehensive Classification and Pay Study

Vance County

August 9, 2016

PROPOSAL TO VANCE COUNTY COMPREHENSIVE CLASSIFICATION AND PAY STUDY

Study Objectives

The MAPS Group proposes to conduct a comprehensive study to prepare a classification and pay plan for Vance County. The purposes are as follows:

1. To study all permanent positions (approximately 200) not subject to the State Personnel Act in the County to establish proper classifications for the work which is assigned.
2. To allocate each position classification, including those subject to the State Personnel Act, to a salary schedule according to overall work requirements and responsibilities of the position's classification.
3. To survey and recommend a current compensation plan which is equitable and competitive and to make specific comparisons to other Counties and public sector organizations in the pay structure and philosophy.
4. To document the validity of the compensation plan based upon salary survey and comparative analyses of the competitive conditions in other similar public (and private, if desired) jurisdictions.
5. To write or update class specifications (sometimes called job descriptions) for the County classification and pay plan that meet requirements in the Americans with Disabilities Act, OSHA's blood borne pathogen standards, and other relevant regulations.
6. To work with County Management and the Office of State Personnel staff to determine the placement of the positions subject to the State Personnel Act on the same County general salary schedule.

Study Components

A. Preparation of the Classification and Pay Plan

1. Conduct a comprehensive review of the County's personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related Personnel components.
2. Conduct a meeting with County Management (Manager, department heads, etc.) to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.
3. Conduct orientation sessions with employees to cover the purposes and process of the study. In addition, job questionnaires will be distributed to employees and a time schedule for return of the questionnaires will be established. These meetings help establish realistic expectations with employees and reduce mis-information. Approximately 4 to 5 meetings will be held so employees may attend the one most convenient to their work schedule. The meetings will

cover:

- * purposes of the study;
- * steps in conducting the study;
- * study methodology;
- * what the study will and will not cover;
- * distribution and review of how to complete questionnaires; and
- * answer any questions

4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
 - * Difficulty, complexity, and variety of work
 - * Education and experience requirements of the job
 - * Nature and extent of public contact
 - * Physical effort and hazards; and
 - * Supervision given and received.
6. **Special Note:** Vance County has positions in the Social Services Department subject to the State Personnel Act. Any decisions to re-classify these positions are under the jurisdiction of the State rather than the County. The MAPS Group will work with the Office of State Personnel to recommend the allocation of all state classifications to the general County salary schedule developed by this study. These classifications will be part of the salary survey work and recommendations for salary grade assignment.

B. Development of the Pay Plan

1. A survey of salary plans will be performed utilizing nearby regional public sector jurisdictions or other identified organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the County in consultation with The MAPS Group. The salary survey will analyze hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared. This will include salary evaluation for classifications in the Social Services Department.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

C. Preparation of the Employee Allocation List

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade and step (if appropriate), proposed salary grade, recommended salary, and proposed increase amount (if applicable). All Social Services positions and employees will also be included in this allocation list.
2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

FLSA Status

As part of the study, MAPS will identify the FLSA status (exempt or nonexempt) for positions using regulations in place at the time of the study.

Part-time

The study includes a review and recommendation for job descriptions and salary range assignments for up to 20 part-time positions.

Benefits Survey

A benefits survey will be included that reviews vacation accrual, holidays, 401-K, longevity, and insurance provided to employees in terms of County provision versus employee cost participation.

Communication with the County

During the study, MAPS principals will be available to County management to clarify any steps, current stage of the study, or other issues related to the study by phone or FAX. In addition, while MAPS principals are on site, Personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make a visit to discuss management reactions to the study prior to finalizing it for presentation to the Board of County Commissioners.

Involvement of County Staff

County staff members will be required to complete position description questionnaires for each job, participate in interviews if selected (all department directors will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade and step, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

Results of the Study

The study will result in the publication and delivery to the County of fifteen (15) copies of the report to include the classification plan, class specifications, compensation plan, and implementation costs. The MAPS representative will formally present the study to the County Board of Commissioners and be available to respond to questions.

In addition, MAPS will provide to the County a linked spreadsheet that allows easy updates to the pay plan, digital copies of all recommended policy changes and digital copies of all new and updated class specifications.

Plan Maintenance

Once the study is complete and implemented, the MAPS Group will provide assistance to County staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to five years following the study for \$125 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the County with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the county with a digital copy of all class specifications.

Project Staff

The project manager will be Rebecca L. Veazey. Other team members are subject to County approval.

Costs

The study costs will be twenty eight thousand four hundred dollars (\$28,400). These costs include all administrative, travel, meals, printing, computer, clerical, and related study costs incurred by The MAPS Group project team.

**PROJECT CALENDAR FOR CLASSIFICATION AND PAY STUDY
VANCE COUNTY**

<u>Date</u>	<u>Task</u>
October 7, 2016	Questionnaires returned to the MAPS Group
October 17 – November 10	Planning session with County Manager and staff; orientation sessions with employees Desk interviews held with employees and managers.
Mid November to Mid December	Job analysis completed; salary survey completed; draft of report written; class specifications written.
Mid December	Draft of report (three copies) submitted to Manager with implementation cost estimates
January	Presentation of report made to County Commissioners.
Board Decision	Study implemented.

Delays in any of these dates will cause the entire schedule to be delayed accordingly. These dates may be changed through the mutual agreement of Vance County and The MAPS Group.

When the questionnaires are returned to The MAPS Group, the following should also be sent:

1. Organization chart of each department showing location of each individual position (hand drawn by department heads is fine)
2. Digital copy of spreadsheet by department with employee name, present classification, present grade, hire date, date of entry to current position, and annual salary.
3. Copy of current personnel policies.
4. Copy of class listing showing classes assigned to each salary grade with current salary ranges
5. Digital copy of class specifications.

**MEMORANDUM OF AGREEMENT
PERSONNEL SERVICES
VANCE COUNTY**

This agreement is made and entered into this day of , 2016 by and between the County of Vance, hereinafter called "County," and the Management and Personnel Services Group, Inc. hereinafter called "The MAPS Group".

WITNESSETH

Scope of Services

See attached proposal for the services to be performed. Services include Classification and Pay Study plus FLSA Status and Employee Benefits Summary addenda. This attachment is incorporated into and made a part of this Memorandum of Agreement by reference.

Time for Performance

The time for performance will be approximately six months for this project. The classification and pay project can be started in July 2016 and can be completed no later than December 2016. This completion date is guaranteed until May 2016 only.

Costs

The costs for the proposed classification and pay study including both addenda will be twenty eight thousand four hundred dollars (\$28,000). The MAPS Group will bill in three partial payments of \$5600 and a final payment of the same amount at the end of the project. The first bill will be sent after the orientation sessions, the second after completion of the interviews, the third upon delivery of the report draft, and the final bill will be sent after completion of the project. The County agrees to submit payment within 15 days upon receipt of the first three bills and payment for the final bill within 15 days of satisfactory project completion.

If the terms of this contract are acceptable, please sign one copy and return to The MAPS group.

Submitted by
The Management and Personnel
Services Group

Accepted by
Vance County

Rebecca L. Veazey
President

Name and Title

Date

**This instrument has been pre-audited in the manner required by the Local Government
Budget and Fiscal Control Act.**

References

Cathy Brown
Human Resources Director
City of Henderson NC
252.430.5706

Angie Warren
Human Resources Director
Person County NC
336.597.1725

Elgin Lane
Human Resources Director
Nash County NC
252.459.1645

Chuck Vines
County Manager
Mitchell County
282.688.2139

Catherine Whitley
Human Resources Director
Town of Clayton
919.553.5002

VITA
REBECCA L. VEAZEY

BORN: Durham County, North Carolina

EDUCATION:

Southern High School, Durham, N. C.
B. A. Speech and Education - University of North Carolina at Chapel Hill
M. P. A. - University of North Carolina at Chapel Hill
Municipal Administration Course, Institute of Government
Group Facilitation and Consultation Course, Institute of Government

CAREER PROGRESSION:

President, The MAPS Group (Management and Personnel Services) - a consulting group providing personnel, organization development, training, and management services for local governments, 1995 to present
Principal, the MAPS Group
Human Resources Director, Durham County
Director of Personnel, Town of Cary (Cary's first Personnel Director)
Personnel Officer, Town of Chapel Hill
Training Specialist, City of Greensboro

PROFESSIONAL ACTIVITIES:

International Personnel Management Association (IPMA). Lifetime Achievement Award 2010. Active in N. C. Chapter including serving as Treasurer, on program committee for state chapter for three years, on Regional program committee one year, and chairperson of Finance Strategic Planning Committee.
Organization of Municipal Personnel Officers (OMPO), Life Member Award, Board Member, President, and Immediate Past President.
North Carolina League of Municipalities, Board of Directors, 1985-1987.
American Society for Training and Development, Triangle Chapter member.
Facilitation and Organization Development Group, (FODG) founding member
Systems Thinking in Government Group

COMMUNITY AND OTHER ACTIVITIES:

U. N. C. General Alumni Association, Board of Directors
U. N. C. Master of Public Administration Alumni Association, Past President
Local Government Employees Federal Credit Union, founding member, Loan Committee Chairperson, and member of the Board of Directors
United Way Campaign Chair, Durham County and Town of Cary

EXPERIENCE:

Conducting classification and pay studies for municipalities, counties, councils of governments, housing authorities, and other non-profit organizations.

Facilitating/leading the development and implementation of performance management and performance pay programs as both an internal and external consultant.

Experience (continued)

Serving as facilitator at strategic planning and team building retreats for staffs, boards, and elected officials. Also, providing on-going developmental facilitation to assist an organizations with team building; organization development; planned change; development of mission, vision, and values; development of compensation philosophies; leadership development; or other issues.

Developing and conducting management and supervisory training on a variety of topics including leadership, coaching and feedback, conducting performance reviews, principles of supervision, communications skills, motivation techniques, legal issues in supervision, hiring the right person, effective grievance and disciplinary actions administration, conflict resolution, facilitation skills, and a number of other topics. This includes designing and updating materials and teaching and coordinating the School of Government's comprehensive Effective Supervisory Management Program since 2002.

Administering assessment instruments and providing interpretation and feedback or training; instruments include EQ-I (Emotional Intelligence Quotient), Myers Briggs, Human Patterns, Styles of Management Inventory, Johari Window (Personnel Relations Inventory), Leadership Profile System, Ego State Assessment, FIRO B, etc.

Developing and conducting assessment centers and serving as an assessor for the purpose of selection, promotion, succession planning, and professional development.

Conducting recruitment and selection processes focused on assessing management excellence in candidates.

Establishing and revising policies and programs on a variety of personnel topics including writing personnel policies, establishing recruitment and selection procedures, developing performance review forms and procedures, and problem-solving employee relations issues and grievances.

Speaking on a variety of personnel and management topics at the School of Government, NCLM Convention, IPMA (international and state conferences), Area Health Education Centers, parks and recreation conferences, and for other groups.

Teaching personnel administration course to students in the MPA Program at UNC-G and in a six weeks seminar at NCSU, and teaching a seminar on facilitation skills to students in the MPA Program at UNC.

Teaching or assisting with teaching Ground Rules for Effective Groups, facilitation, Mental Models Model I and II, and related principles and concepts to public sector and other groups.

CLIENTS ON CONSULTANT PROJECTS:

Municipalities:

Apex
Atlantic Beach
Ayden
Bald Head Island
Beech Mountain
Benson
Boone
Brevard
Butner
Carolina Beach
Carrboro
Chapel Hill
Charlotte
Clayton
Clinton
Concord
Creedmoor
Davidson
Elizabeth City
Emerald Isle
Farmville
Fletcher
Garner
Havelock
Henderson
Hertford
Highlands
Jefferson
Kill Devil Hills
Kings Mountain
Laurel Park
 Mooresville
Morehead City
Morganton
Morrisville
Mount Airy
Mount Pleasant
Nags Head
New Bern
Oak Island
Ocean Isle Beach
Oxford
Pine Knoll Shores
Pittsboro
Shallotte
Shelby
Siler City
Smithfield

Southern Pines
Southern Shores
Washington
Weaverville
Wendell
Wilkesboro
Wilmington
Winterville
Wrightsville Beach

Counties:

Avery
Camden
Carteret
Columbus
Currituck
Dare
Harnett
Iredell
Mitchell
Nash
Perquimans
Person
Polk
Rowan
Sampson
Surry
Transylvania
Wake County Sheriff's Office
Wilkes

Councils of Government:

Albemarle Commission
Centralina Council of Governments
Isothermal Planning and Development
Kerr Tar Council of Governments
Land of Sky Regional Council
Triangle J Council of Governments
Western Piedmont COG

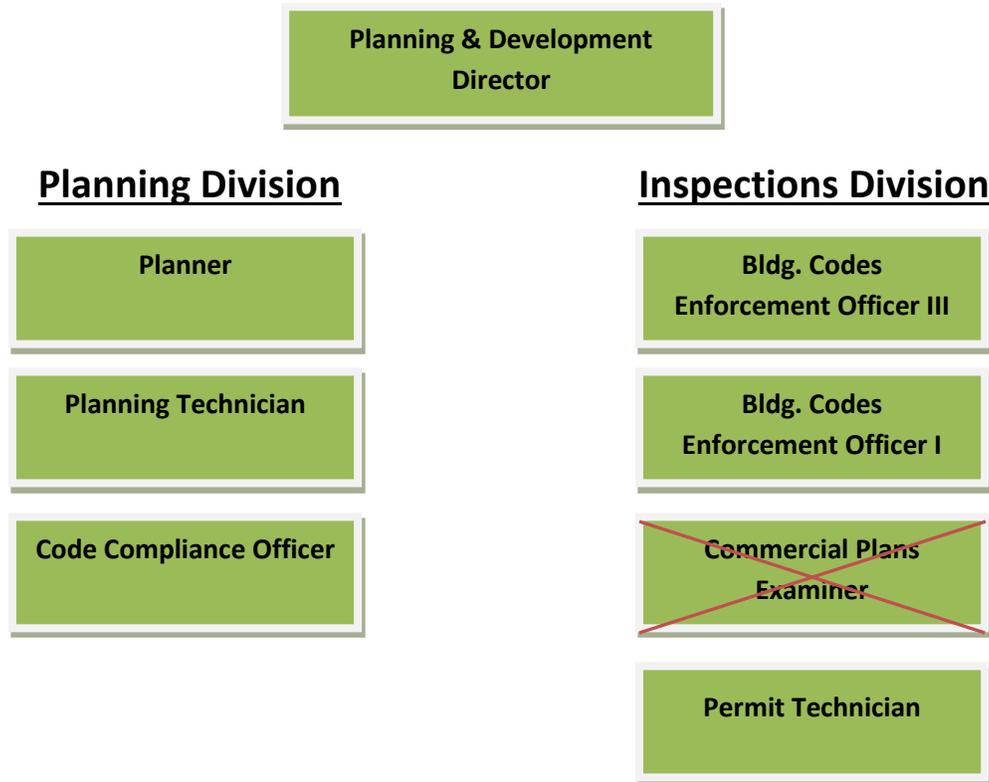
Housing Authorities:

Laurinburg
Mount Airy
North Wilkesboro

Other Nonprofit/Governmental Agencies:

Contentnea Metropolitan Sewerage District
Institute/School of Government
North Carolina League of Municipalities
Raleigh Durham International Airport
Tuckasegee Water and Sewer Authority

Planning and Development Department Current Organizational Chart - 2016



Department Summary

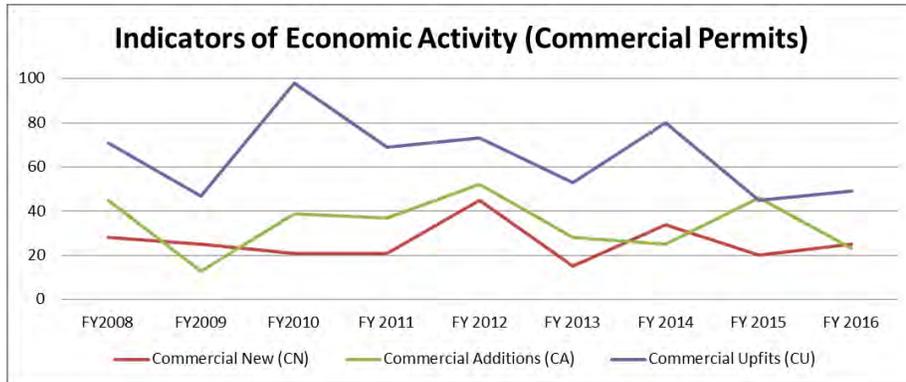
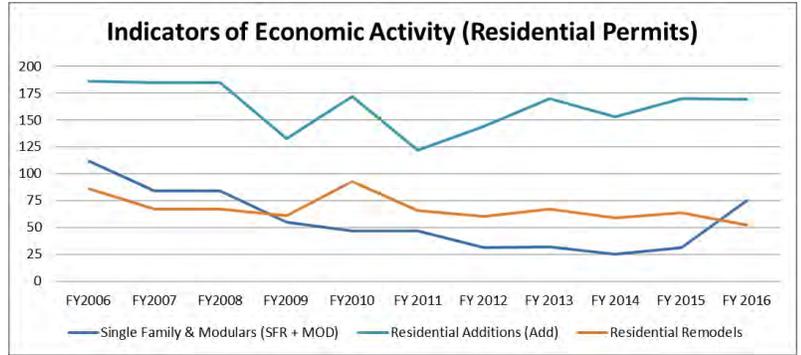
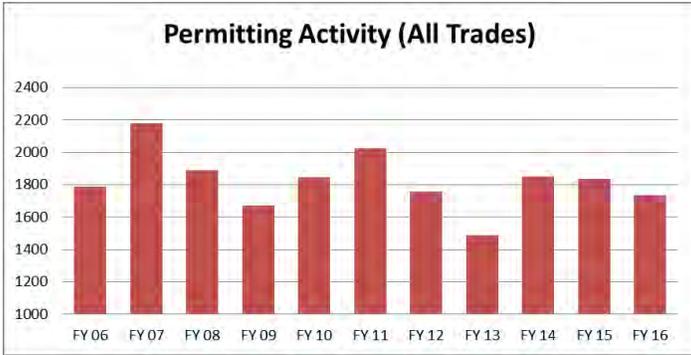
- Department reduced from 14 staff in 2008 to 8 in 2016; Number of building code officials reduced from 6 to 3 during same period; Total reductions since 2008 include 3 inspectors, 1 administrative assistant, reassigned GIS administrator to IT Dept. and Mapping Technician/ Addressing Coordinator to E-911.
- Integration of Technology – Implemented internet based permitting software in 2016 and real-time inspection results using Ipads in the field.
- Tax money supporting the department greatly decreased since 2006 – From \$500,000 to \$155,000. Expenditures reduced from approximately \$800,000 in 2006 to \$555,000 in 2016. Revenues have increased from approximately \$300,000 in 2006 to \$400,000 in 2016.
- Activity and revenue has picked up following recession.
- Commercial Plans Examiner retiring 9/30/2016 leaving only 2 building code officials unable to keep up with work load. Only will have 1 inspector with level 3 licenses in all trades.
- Essential to maintain 3 individuals qualified to make inspections – based on current work load.
- Essential to have inspector presence in office during day to answer code questions and maintain customer service.

Proposed Reorganization

- Rehire Director who has background and level 3 licenses in building codes.
- Freeze Commercial Plans Examiner position; Director and 2 inspectors to handle plan review and inspections.
- Convert plans examiner position to special projects position in Managers Office.
- Upgrade Planner position to Planning Services Manager/Assistant Director to give hierarchy on planning side of department.

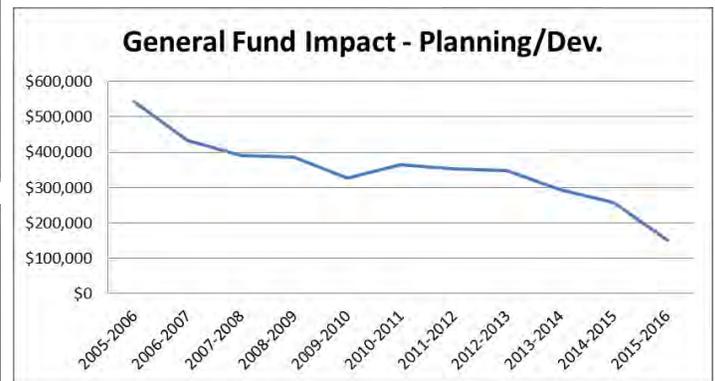
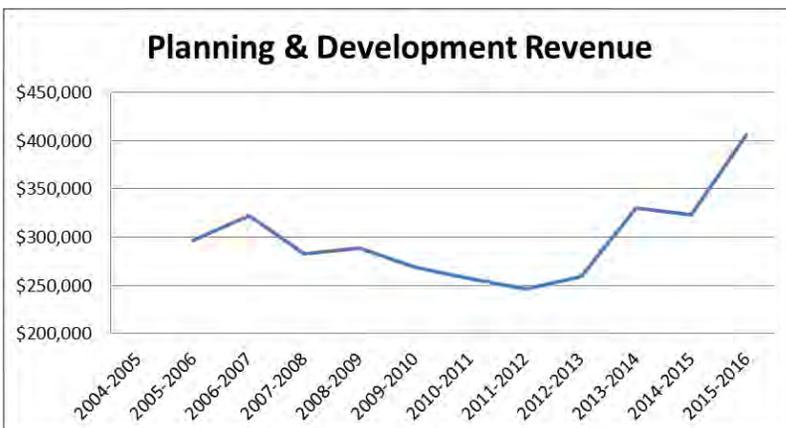
Planning and Development Permitting Overview

- Overall number of permits average 1,800 per year.
- Standard of Service – 100% of inspections completed in 24 hours. Reduced to 95% with last position reduction.



Planning and Development Revenue/Expenditure Overview

- Expenditures decrease since 2006; Revenues have rebounded. Tax funding significantly decreased since 2006.
- Residential permits make 45% of revenue; Commercial permits make 55% of revenue.
- Single Family homes drive residential revenue; Commercial New and Upfits drive the commercial revenue.



Planning and Inspections Budgets - 2016 - 2017

VANCE COUNTY		
Planning & Inspections	\$584,883	\$584,883
Planning Personnel	3	7
Inspections Personnel	4	
GRANVILLE COUNTY		
Planning Budget	\$345,824	\$905,827
Inspections Budget	\$560,003	
Planning Personnel	5	11
Inspections Personnel	6	
FRANKLIN COUNTY		
Planning Budget	\$481,162	\$1,079,306
Inspections Budget	\$598,144	
Planning Personnel	4.5	12
Inspections Personnel	7.5	
WARREN COUNTY		
Planning Budget	\$157,751	\$370,832
Inspections Budget	\$213,081	
Planning Personnel	2	5
Inspections Personnel	3	
PERSON COUNTY		
Planning Budget	\$193,855	\$577,078
Inspections Budget	\$383,223	
Planning Personnel	2	7
Inspections Personnel	5	

SPECIAL PROJECTS COORDINATOR
Exempt; Grade 74

General Statement of Duties

An employee in this position will provide support for various special projects assigned by the County Manager. Duties include providing support on a variety of strategic projects including overseeing and facilitating implementation of capital improvement projects, assisting with oversight of county water system and other special projects. Involves planning, researching, and evaluating current county programs and preparing written reports for use of county management. Responsible for developing and maintaining effective public relations between the County and various elected bodies/committees/commissions, the media, constituency groups and the general public at large. The Special Projects Coordinator must be a good communicator and a versatile individual with an academic background in statistical analysis. Individual should be capable of updating the county's website and leading social media and public information efforts.

Duties and Responsibilities

Essential Duties and Tasks

Coordinate planning, bidding, and implementation of Capital Improvement Program projects.

Assists County Manager and Clerk with committee meeting preparation, summaries and reporting.

Conduct ongoing evaluation of county programs and research best practices.

Coordinate and participate in writing, organizing, and administering county grants.

Conduct quantitative and budget preparation analysis.

Coordinate and update county website, social media, marketing, and dissemination of public information.

Establish and evaluate project scopes and criteria and monitor project deliverables to ensure they are completed on time and on budget.

Monitor quality assurance to ensure project is meeting expectations.

Assist with county's broadband initiative.

Assist with and develop PowerPoint templates and presentations for county overview presentations and general county use.

Coordinate other special projects as assigned.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

Knowledge of budgeting and goal setting and other managerial principles.

Ability to draft internal and external written correspondence, as well as, edit memos, proposals, reports, and other documents.

Ability to plan, organize, prioritize, and coordinate multiple administrative functions; including the preparation and maintenance of accurate reports.

Ability to communicate effectively both orally and in writing.

Ability to compile materials from program sources, record information and balance figures.

Ability to effectively utilize computer technology to complete administrative and financial tasks.

Ability to establish and maintain effective working relationships with other employees, supervisors, and the general public.

Ability to communicate effectively in multiple mediums.

SPECIAL PROJECTS COORDINATOR

Page 2

Ability to serve in a versatile, challenging and rewarding role.
Strong project coordination and tracking skills.
Strong organizational skills.

Physical Requirements

Must be able to physically perform the basic life operational functions of reaching, stooping, lifting, fingering, grasping, talking, hearing, and repetitive motions.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently and constantly to move objects.

Must possess the visual acuity to work with data and figures, to operate a computer and other machines, and to read extensively.

Desirable Education and Experience

Bachelor Degree from an accredited institution in management, planning, business, or related field, and 2-5 years' experience in development or project management along with some management experience; or any equivalent combination of training and experience that provides the required knowledge, skills, and abilities. Masters preferred (MPA, MBA, or related).

Public Safety Committee Meeting
Fire Chief Summaries

1. Replacement of Fire Engine

a. It is time to consider replacing our oldest Engine. Just in the FY 15-16 budget we spent well over \$30,000.00 in maintenance and repair cost for all apparatus. NFPA 1901 recommends that apparatus within 15-20 year category be replaced to meet current standards and can be placed in reserve or surplus. It also recommends apparatus within the 20-25 year category be placed in surplus. I am recommending that we replace Engine 1, which is our secondary Engine that runs the Golden Belt Fire District, with a new Engine and put it up for surplus. It is also my recommendation to place Engine 2, which is our primary Engine, at Kerr Lake and run as a second out Engine in the Golden Belt Fire District. I understand that a new Engine with slated within the CIP FY 17-18 budget and I also understand that this is not set in stone. I have applied for federal funding through the Assistance to Firefighters Grant for \$450,000.00 with a 10% match from the county is awarded. This is not also a guarantee. Still no word or notifications have been sent out and with the federal government they are in no hurry. In purchasing a new apparatus there are many steps to that have to take place. Step one is the need to replace an apparatus and that need has been shown. Step two is to begin the process of specifications to meet current and future needs for the department and the county. That process has begun. I have already met with two manufacturers to begin the specification process and will be meeting with two others in the near future. This step is at no cost the county. Step three is to get approval from the county to commit and fund the apparatus. Step four is the bidding process letting the manufacturers tweak there specification for the apparatus and pricing so it meets the approved budget line item. Step five is to award the bid to the manufacturer that has met the approved specification and budget figures. Steps six and seven will be spent with the manufacturer making sure the build process is correct and timely. Step eight is to accept delivery of the apparatus and make payment to the manufacturer. There are no up-front cost for the process the only cost will be at time of delivery and acceptance.

b. Age and mileage of apparatus as of July 1, 2016

i. Engine 1

1. 1994
2. 49,633

ii. Engine 2

1. 2000
2. 58,360

iii. Ladder 7

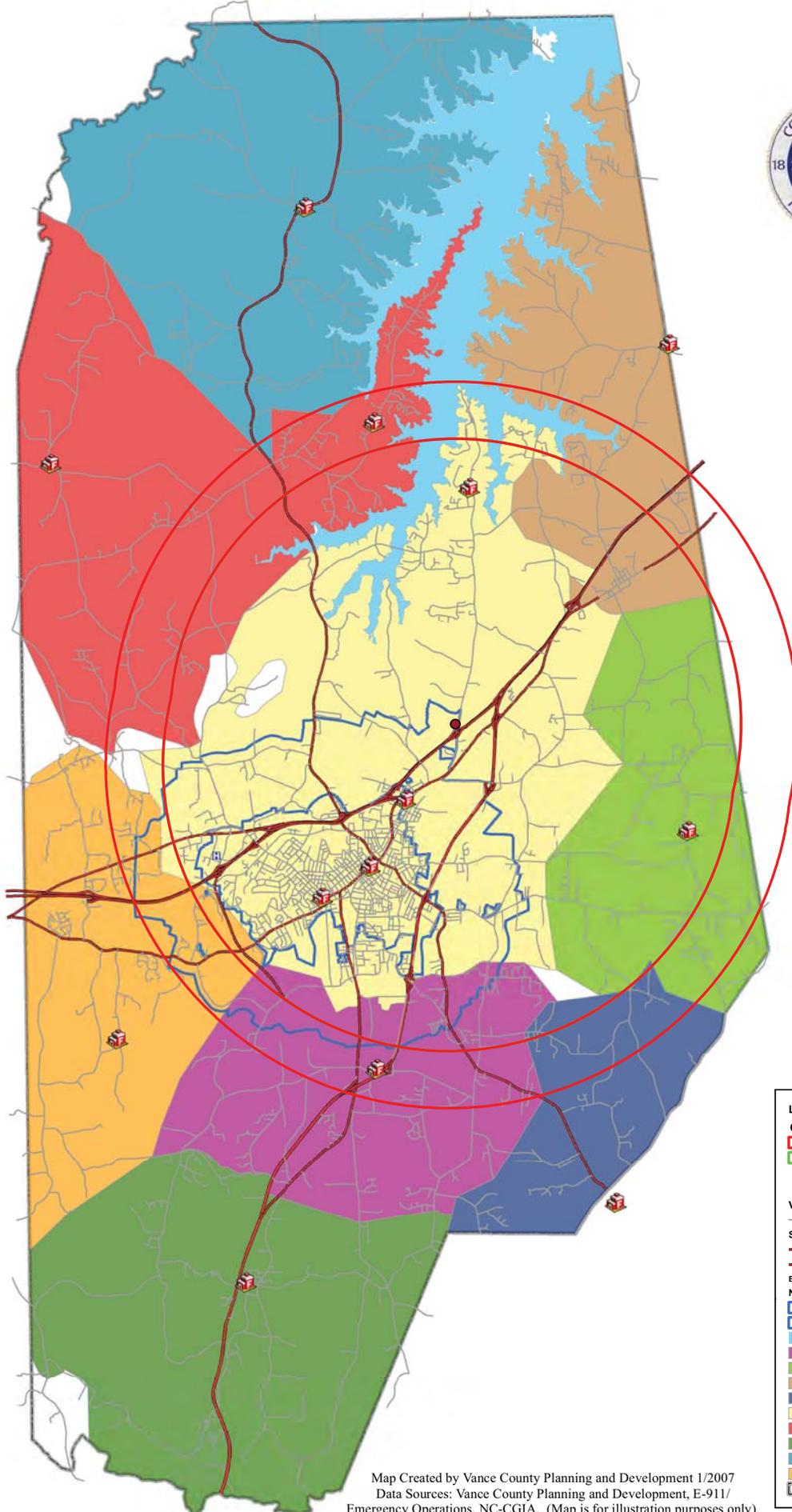
1. 1987
2. 15,458

- iv. Tanker 5
 - 1. 2010
 - 2. 28,0006
- v. Brush 1
 - 1. 2016
 - 2. 750

2. New Facility

- a. The need of a new facility is upon us also. We are currently sharing a building with EMS and our needs and services have out grown our limitations. We are limited to office space, privacy for training and meetings, sleeping arrangements and apparatus placement. The ideal solution is to construct a new facility so that all fire apparatus and personnel can be housed in one facility and location providing areas for office space, storage, meetings, trainings, sleeping arrangements and physical fitness. Also this has the potential to get us out of the Kerr Lake station. An ideal location as of now is off Satterwhite Point Rd near Crawley Rd. We are in the process of checking mileages to make sure that we can maintain our 5 and 6 mile ISO districts. Those figures will be available at a later time. Also we need to be able to secure adequate land in that area.

Vance County 6 Mile Fire Insurance Districts



Legend

- FireAnalysis
- 6
- 5
- Fire Stations

Vance County Roads

- <all other values>

STREETTYPE

- RAMP
- HWY

ETJ_Municipalities

NAME

- ETJ
- Henderson
- Kerr Lake

DISTRICTS

- BEARPOND DISTRICT
- COKESBURY DISTRICT
- DREWRY DISTRICT
- EPSOM DISTRICT
- GOLDENBELT DISTRICT
- HICKSBORO DISTRICT
- KITTRELL DISTRICT
- TOWNVILLE DISTRICT
- WATKINS DISTRICT

County Boundary

Map Created by Vance County Planning and Development 1/2007
 Data Sources: Vance County Planning and Development, E-911/
 Emergency Operations, NC-CGIA. (Map is for illustration purposes only).

VANCE COUNTY
REVENUE & EXPENDITURE STATEMENT

FY 2015-2016

07/01/2015 TO 06/30/2016

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>PCT USED</u>
303 FIRE TAX				
REVENUE:				
43-303-430300 FIRE TAX-CURRENT YEAR	713,787.69	713,787.69	653,125.00	109
43-303-430304 FIRE TAX-ALL OTHER YEARS	44,723.74	44,723.74	52,116.00	86
43-303-430307 FIRE TAX FUTURE YEAR 2011	689.85	689.85	0.00	0
43-303-430315 NCVTS COLLECTION FEES	-3,187.75	-3,187.75	-3,000.00	106
TOTAL REVENUE	<u>756,013.53</u>	<u>756,013.53</u>	<u>702,241.00</u>	<u>108</u>
EXCESS OF REVENUE				
AFTER TRANSFERS	<u>756,013.53</u>	<u>756,013.53</u>	<u>702,241.00</u>	<u>108</u>
354 VOLUNTARY FIRE DEPARTMENT				
EXPENDITURE:				
43-354-500045 CONTRACTED SERVICES-FINAL	8,250.00	8,250.00	9,625.00	86
43-354-500058 TAX REFUNDS	481.65	481.65	750.00	64
43-354-500083 ADMINISTRATION FEES	2,000.00	2,000.00	2,000.00	100
43-354-500129 VOLUNTEER ASSISTANCE	141,166.00	141,166.00	141,166.00	100
43-354-500310 KERR LAKE SUBSTATION	33,900.00	33,900.00	33,900.00	100
43-354-500311 BEARPOND VFD	60,600.00	60,600.00	60,600.00	100
43-354-500312 COKESBURY VFD	60,600.00	60,600.00	60,600.00	100
43-354-500313 DREWRY VFD	30,300.00	30,300.00	30,300.00	100
43-354-500314 EPSOM VFD	30,300.00	30,300.00	30,300.00	100
43-354-500315 HICKSBORO VFD	60,600.00	60,600.00	60,600.00	100
43-354-500316 KITTRELL VFD	60,600.00	60,600.00	60,600.00	100
43-354-500317 TOWNSVILLE VFD	60,600.00	60,600.00	60,600.00	100
43-354-500318 WATKINS VFD	60,600.00	60,600.00	60,600.00	100
43-354-500319 GOLDEN BELT VFD	60,600.00	60,600.00	60,600.00	100
43-354-500320 ROTATING CAPITAL PYMT	30,000.00	30,000.00	30,000.00	100
TOTAL EXPENDITURE	<u>700,597.65</u>	<u>700,597.65</u>	<u>702,241.00</u>	<u>100</u>
DEFICIENCY OF REVENUE				
BEFORE TRANSFERS	<u>-700,597.65</u>	<u>-700,597.65</u>	<u>-702,241.00</u>	<u>100</u>
DEFICIENCY OF REVENUE				
AFTER TRANSFERS	<u>-700,597.65</u>	<u>-700,597.65</u>	<u>-702,241.00</u>	<u>100</u>
GRAND TOTAL	<u>55,415.88</u>	<u>55,415.88</u>	<u>0.00</u>	<u>0</u>

RESOLUTION
By the Vance County Board of Commissioners

Authorizing a Private Sale Pursuant to N.C.G.S 153A-378 of Low and Moderate Income Housing from the Vance County NSP Grant Program

WHEREAS, the Vance County Board of County Commissioners has heretofore adopted procedures wherein certain minimum standards for the sale of the Vance County NSP Grant Programs homes were established; and

WHEREAS, Vance County has received an Offer to Purchase 225 Hawkins Drive, Henderson, North Carolina; and

WHEREAS, in accordance with Vance County's goals and requirements of the Vance County NSP grant the proposed Offer to Purchase should fulfill these goals and requirements subject to protecting the long term occupancy of the residence by the owner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Vance as follows:

1. Pursuant to N.C.G.S. 153A-378 the Vance County Board of Commissioners will sell the property to Mark M. Freda, Buyer, at a sales price of \$49,000.00, with the following conditions in addition to those terms and conditions contained in the Offer to Purchase;
 - a. North Carolina Note and Deed of Trust in a second priority position securing \$2,000 for 10 years, with the balance due and owing decreasing by \$200 for each full year the residence is owned and occupied (owner-occupied) by the Buyer.
 - b. The Buyer fulfills all NSP requirements of education and counseling, and does fulfill the income requirements of the program.
2. A Notice summarizing the contents of such sale shall be published once at least ten days prior to the consummation of the sale.
3. This resolution shall be effective upon its adoption.

ADOPTED this the 6th day of September, 2016.

Gordon Wilder, Chairman
Vance County Board of Commissioners

Attest:

Kelly H. Grissom
Clerk to the Board

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": Vance County

(b) "Buyer": Mark M Freda

(c) "**Property**": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **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: 225 Hawkins Drive

City: Henderson Zip: 27536

County: Vance, 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 n/a
_____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 011103007

Other description: _____

Some or all of the Property may be described in Deed Book 1211 at Page 1053

(d) "**Purchase Price**":

\$ 49,000.00

\$ _____

\$ 2,000.00

\$ _____ n/a

\$ _____ n/a

\$ _____ n/a

\$ _____ n/a

\$ 47,000.00

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, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
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, wire transfer or electronic transfer no later than n/a, **TIME BEING OF THE ESSENCE** with regard to to said date.
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).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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



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



STANDARD FORM 2-T
Revised 7/2016
© 7/2016

Buyer initials MMF Seller initials _____

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 or required to be paid in connection with this transaction, collectively the "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 as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) 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): CENTURY 21 HANCOCK PROPERTIES

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(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 4 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 8(n) or Paragraph 12, 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 September 9, 2016 *TIME BEING OF THE ESSENCE* with regard to said date.

(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 September 16, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials MMF Seller initials _____

(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. FIXTURES AND EXCLUSIONS.

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: n/a

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (b) and (c)*): n/a

Seller shall repair any damage caused by removal of any items excepted above.

***NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: appliances including refrig, dishwasher, stove, range hood, front loading washer/dryer

Buyer initials MMF Seller initials _____

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **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.

(vi) **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.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **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 or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

Buyer initials MMF Seller initials _____

(e) **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.

(f) **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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. **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: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: n/a loan at a Fixed Rate Adjustable Rate in the principal amount of \$47,000.00 plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 3.875 % 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.

(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: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(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.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): n/a

Buyer initials MMF Seller initials _____

(c) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): n/a

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) determining restrictive covenant compliance;
 - (iv) appraisal,
 - (v) title search,
 - (vi) title insurance,
 - (vii) recording the deed, and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **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) **Lead-Based Paint** (*check if applicable*):
 - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).
- (c) **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): None Known-If any to be paid for by seller. Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known-If any to be paid for by seller.
- (d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

Buyer initials MMF Seller initials _____

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ n/a _____ whose regular assessments ("dues") are \$n/a _____ per _____ n/a _____. The name, address and telephone number of the president of the owners' association or the association manager is: n/a _____

Owners' association website address, if any: n/a _____

(specify name of association): _____ n/a _____ whose regular assessments ("dues") are \$n/a _____ per _____ n/a _____. The name, address and telephone number of the president of the owners' association or the association manager is: n/a _____

Owners' association website address, if any: n/a _____

8. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** 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 shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **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 Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **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.

(e) **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.

(f) **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.

Buyer initials MMF _____ Seller initials _____

(g) **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.)

(h) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Mark M Freda

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 2,500.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, 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-paids" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **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.

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 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 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.

9. **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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

Buyer initials MMF Seller initials _____

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ n/a and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from HMS Home Warranty at a cost of \$ ~~600.00~~ 465.00 and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **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.

12. **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.

13. **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.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** 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.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |

~~Identify other attorney or party drafted addenda:~~ Buyer is asking for \$ \$2,000 in NSP grant money

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. **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.

Buyer initials MMF Seller initials _____

17. **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.

18. **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.

19. **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.

20. **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.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials MMF 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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 8/12/2016

Date: _____

Buyer ^{DocuSigned by:} Mark M Freda
Mark M Freda

Seller _____
Vance County

Date: _____

Date: _____

Buyer _____

Seller _____

Entity Buyer:

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

Entity Seller:

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: CENTURY 21 HANCOCK PROPERTIES
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Firm License #: _____

Mailing Address: 126 MAIN ST./P. O. BOX 281, OXFORD,
NC 27565

Individual Selling Agent: TONYA HESTER
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 221694

Selling Agent Phone#: (252) 213-2784

Selling Agent Fax#: (919) 603-3798

Selling Agent E-mail: tonya.hester@century21.com

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: CENTURY 21 HANCOCK PROPERTIES
Acting as Seller's Agent Dual Agent
Firm License #: _____

Mailing Address: 126 MAIN ST./P. O. BOX 281, OXFORD,
NC 27565

Individual Listing Agent: TONYA HESTER
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 221694

Listing Agent Phone#: (252) 213-2784

Listing Agent Fax#: (919) 603-3798

Listing Agent E-mail: tonya.hester@century21.com

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Vance County ("Seller")

Buyer: Mark M Freda ("Buyer")

Property Address: 225 Hawkins Drive, Henderson, 27536 ("Property")

LISTING AGENT 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 \$ n/a, receipt of which Listing Agent hereby acknowledges.

Date: n/a Firm: CENTURY 21 HANCOCK PROPERTIES

By: (Signature) TONYA HESTER (Print name)

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 \$ n/a, receipt of which Seller hereby acknowledges.

Date n/a Seller: (Signature) Vance County

Date n/a 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 \$ 2,000.00. 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: CENTURY 21 HANCOCK PROPERTIES

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 \$ n/a. 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 n/a Firm: CENTURY 21 HANCOCK PROPERTIES

Time: n/a AM PM By: (Signature) (Print name)



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate...
2. You must respond to each of the questions on the following pages of this form by filling in the requested information...
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement...
4. You must give the completed Disclosure Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property.

Note to Purchasers: If the owner does not give you a Residential Property and Owner's Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 225 Hawkins Drive, Henderson, 27536

Owner's Name(s): Vance County

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Vance County Date

Owner Signature: Date

Purchasers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owners' agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents.

Purchaser Signature: Mark M Freda Mark M Freda Date 8/12/2016

Purchaser Signature: Date

Property Address/Description: 225 Hawkins Drive, Henderson, 27536

The following questions address the characteristics and condition of the property identified above about which the owner has **actual knowledge**. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- | | Yes | No | No
Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? <u>n/a</u>
Explain if necessary: <u>n/a</u> | | | <input checked="" type="checkbox"/> |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including modifications to them? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl
<input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos
<input type="checkbox"/> Other <u>n/a</u> (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? <u>n/a</u> (Approximate if no records are available)
Explain if necessary: <u>n/a</u> | | | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other <u>n/a</u>
(Check all that apply)... Age of system: <u>n/a</u> | | | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other <u>n/a</u>
(Check all that apply)... Age of system: <u>n/a</u> | | | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other <u>n/a</u>
(Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well
<input type="checkbox"/> Other <u>n/a</u> (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene
<input type="checkbox"/> Other <u>n/a</u> (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System
<input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other <u>n/a</u>
(Check all that apply) | | | <input checked="" type="checkbox"/> |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes" how many bedrooms are allowed? <u>n/a</u> <input type="checkbox"/> No records available | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Owner Initials and Date _____
Purchaser Initials and Date MMF 8/12/2016

Owner Initials and Date _____
Purchaser Initials and Date _____

- | | Yes | No | No
Representation |
|---|--------------------------|--------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as eontaminated soil or water, or other environmental contamination) which affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or enroachments from or on adjacent property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Is the property the subject to a flood hazard or is the property located in a federally-designated flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintance agreements dealing with the maintenance of the road or street? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets, if necessary):

n/a

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | Yes | No | No
Representation |
|---|--------------------------|--------------------------|-------------------------------------|
| 32. To your knowledge, is the property subject to regulation by one or more owners' association(s) or governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot, including, but not limited to obligations to pay regular assessments or dues and special assessments? If your answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

•(specify name) n/a whose regular assessments ("dues") are \$ n/a per n/a. The name, address, and telephone number of the president of the owners' association or the association manager are n/a

•(specify name) n/a whose regular assessments ("dues") are \$ n/a per n/a. The name, address, and telephone number of the president of the owners' association or the association manager are n/a

***If you answered "Yes" to question 32 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 32 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

Owner Initials and Date _____
 Purchaser Initials and Date MMF 8/12/2016

Owner Initials and Date _____
 Purchaser Initials and Date _____

- | | Yes | No | <u>No</u>
<u>Representation</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 33. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: <u>n/a</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. As of the date this Disclosure Statement is signed, are any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: <u>n/a</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 35. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: <u>n/a</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: <u>n/a</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 37. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply). | | | |

- | | Yes | No | <u>No</u>
<u>Representation</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| Management Fees..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Building Maintenance of Property to be Conveyed..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Yard/Landscaping Maintenance of Lot to be Conveyed..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Common Areas Maintenance..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Trash Removal..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Recreational Amenity Maintenance (specify amenities covered) <u>n/a</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pest Treatment/Extermination..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Street Lights..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Water..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sewer..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Storm water Management/Drainage/Ponds..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Internet Service..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Cable..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Private Road Maintenance..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parking Area Maintenance..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gate and/or Security..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other: (specify) <u>n/a</u> | | | |

Owner Initials and Date _____
 Purchaser Initials and Date MME 8/12/2016

Owner Initials and Date _____
 Purchaser Initials and Date _____



**STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DS MMF</div> Buyer Initials			
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 225 Hawkins Drive, Henderson, 27536

Owner's Name(s): Vance County

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ Vance County Date _____

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Mark M Freda Date 8/12/2016

Purchaser Signature: _____ Date _____

FHA/VA FINANCING ADDENDUM

Property: 225 Hawkins Drive, Henderson, 27536

Seller: Vance County

Buyer: Mark M Freda

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING: **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION**

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 49,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING:

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(i) of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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



STANDARD FORM 2A4-T
Revised 7/2015
© 7/2016

Buyer initials MMF Seller initials _____

REAL ESTATE CERTIFICATION - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:

BUYER/BORROWER ^{DocuSigned by:} Mark M. Freda DATE 8/12/2016
~~Mark M. Freda~~

BUYER/CO-BORROWER _____ DATE _____

Entity Buyer/Borrower: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

SELLING FIRM: CENTURY 21 HANCOCK PROPERTIES BY: TONYA HESTER

SELLER Vance County DATE _____

SELLER _____ DATE _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

LISTING FIRM: CENTURY 21 HANCOCK PROPERTIES BY: TONYA HESTER

THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY



Home Mortgage

154 Hillsboro Street
Oxford, NC 27565

August 11, 2016

Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

Mark M Freda
403 Apt.B West Marble St.
Mechanicsburg, PA 17055

Dear Mark M Freda:

After a review of your stated financial information and credit report, I am pleased to inform you that you have been prequalified for the following:

Sales Price: \$49,000.00, based on the income and asset information provided.
Loan Amount: up to \$47,530.00, based upon:
Loan Program: 103 C 30 Year CHIP
Interest Rate: 3.875% *
Time Period: 360 months

* Please note that this prequalification is not a guarantee of interest rate lock, nor is this a confirmation of final loan approval.

Final loan approval is subject to full and satisfactory verification of the information provided, acceptable appraisal, and evidence of sufficient funds to close. This letter of prequalification will expire on October 10, 2016. Please consider that interest rates and loan product eligibility are subject to change without notice and therefore may affect your ability to qualify.

Once you have identified a property you would like to purchase, please contact me at (919) 693-7653 to arrange a time to submit your loan application and lock your interest rate. If you have additional questions or concerns, please do not hesitate to contact me.

We hope you will choose to apply for your mortgage loan at BB&T, and I look forward to assisting you at that time.

Carolyn Morford reg# 415481
(919) 693-7653
Mortgage Loan Officer
CMorford@BBandT.com

RESOLUTION
By the Vance County Board of Commissioners

Authorizing a Private Sale Pursuant to N.C.G.S 153A-378 of Low and Moderate Income Housing from the Vance County NSP Grant Program

WHEREAS, the Vance County Board of County Commissioners has heretofore adopted procedures wherein certain minimum standards for the sale of the Vance County NSP Grant Programs homes were established; and,

WHEREAS, Vance County has received an Offer to Purchase 661 Charles Street, Henderson, North Carolina; and,

WHEREAS, in accordance with Vance County's goals and requirements of the Vance County NSP grant the proposed Offer to Purchase should fulfill these goals and requirements subject to protecting the long term occupancy of the residence by the owner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Vance as follows:

1. Pursuant to N.C.G.S. 153A-378 the Vance County Board of Commissioners will sell the property to Kevin B. Perry, Buyer, at a sales price of \$70,000.00, with the following conditions in addition to those terms and conditions contained in the Offer to Purchase;
 - a. North Carolina Note and Deed of Trust in a second priority position securing \$5,000 for 10 years, with the balance due and owing decreasing by \$500 for each full year the residence is owned and occupied (owner-occupied) by the Buyer.
 - b. The Buyer fulfills all NSP requirements of education and counseling, and does fulfill the income requirements of the program.
 - c. Seller to qualify on the NSP income requirements within 10 days of the contract effective date.
2. A Notice summarizing the contents of such sale shall be published once at least ten days prior to the consummation of the sale.
3. This resolution shall be effective upon its adoption.

ADOPTED this the 6th day of September, 2016.

Gordon Wilder, Chairman
Vance County Board of Commissioners

Attest:

Kelly H. Grissom
Clerk to the Board

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": Vance County

(b) "Buyer": Peggy A Mayo

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. 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: 661 Charles St

City: Henderson Zip: 27536-4315

County: Vance, 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:

Other description: Plat Book Y-608 Tract A & B

Some or all of the Property may be described in Deed Book 1219 at Page 610

(d) "Purchase Price":

\$ 68,000.00

\$ 250.00

\$ 300.00

\$

\$

\$

\$

\$ 67,450.00

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 [X] personal check [] official bank check [] wire transfer, EITHER [] with this offer OR [] within five (5) days of the Effective Date of this Contract.
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.
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).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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



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



STANDARD FORM 2-T Revised 7/2015 © 7/2015

Buyer initials PAM Seller initials

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 Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) 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): Century 21 Hancock Properties

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(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 4 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 8(n) or Paragraph 12, 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 1 week after acceptance *TIME BEING OF THE ESSENCE* with regard to said date.

(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 45 days after acceptance (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials PAM Seller initials _____

(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. FIXTURES AND EXCLUSIONS.

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: na

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (identify those items to be excluded under subparagraphs (b) and (c)): na

Seller shall repair any damage caused by removal of any items excepted above.

*NOTE: Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: Refrigerator, Dishwasher, Electric range, Range hood, Washer and Dryer

Buyer initials PAM Seller initials _____

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **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.

(vi) **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.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **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 or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(c) **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.

(f) **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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. **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: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of \$56,550.00 plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 4.250 % 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.

(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: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(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.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

Buyer initials PAM Seller initials _____

(c) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. **BUYER OBLIGATIONS:**

- (a) **Owners' Association Fees/Charges:** Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).
- (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.
- (d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **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) **Lead-Based Paint** (*check if applicable*):
 - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum (Standard Form 2A9-T)).
- (c) **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): none
 Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): na
- (d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:
 - Seller's statement of account
 - master insurance policy showing the coverage provided and the deductible amount
 - Declaration and Restrictive Covenants
 - Rules and Regulations
 - Articles of Incorporation

Buyer initials PAM Seller initials _____

- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is: na

Owners' association website address, if any: na

The name, address and telephone number of the president of the owners' association or the association manager is: na

Owners' association website address, if any: na

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title and Payoff Statement(s):** 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 shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **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 Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **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.

(e) **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.

(f) **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.

(g) **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.)

Buyer initials PAM Seller initials _____

(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.)

(h) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Peggy A Mayo

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 PAM toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, 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.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(k) **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.

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 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 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.

9. **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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **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.

Buyer initials PAM Seller initials _____

12. **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.

13. **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.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **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"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |

OTHER: Buyer requests from seller, \$10,000.00 from NSF grant to go towards purchase of this home. Heat pump to be installed by seller at closing.

16. **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.

17. **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.

18. **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.

19. **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.

Buyer initials PAM Seller initials _____

20. **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.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: August 22, 2016

Date: _____

Buyer Peggy A. Mayo
Peggy A Mayo

Seller _____

Date: _____

Date: _____

Buyer _____

Seller _____

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: 121 S College St, Henderson, NC 27536-4652

Buyer Fax#: (na)

Buyer E-mail: na

SELLING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Country Knolls Realty
Acting as [] Buyer's Agent [] Seller's (sub)Agent [X] Dual Agent

Mailing Address: 232 Dabney Drive suite a, Henderson, nc 27536

Individual Selling Agent: Michelle Breedlove
[] Acting as a Designated Dual Agent (check only if applicable)

License #: 247013

Selling Agent Phone#: (252) 432-4089

Selling Agent Fax#: (252) 438-2407

Selling Agent E-mail: breedlo@aol.com

SELLER NOTICE ADDRESS:

Mailing Address:

Seller Fax#:

Seller E-mail:

LISTING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Hancock Properties
Acting as [X] Seller's Agent [] Dual Agent

Mailing Address:

Individual Listing Agent: Tonya Hester
[] Acting as a Designated Dual Agent (check only if applicable)

License #:

Listing Agent Phone#:

Listing Agent Fax#:

Listing Agent E-mail:

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: Peggy A Mayo _____ ("Buyer")

Property Address: 661 Charles St, Henderson, NC 27536-4315 _____ ("Property")

LISTING AGENT 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 Listing Agent hereby acknowledges.

Date: _____ Firm: Century 21 Hancock Properties

By: _____
(Signature)
Tonya Hester
(Print name)

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: Century 21 Hancock Properties

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: Century 21 Hancock Properties

By: _____
(Signature)

(Print name)

FHA/VA FINANCING ADDENDUM

Property: 661 Charles St, Henderson, NC 27536-4315

Seller: Vance Co

Buyer: Peggy A Mayo

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

**FHA FINANCING: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION**

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 68,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING:

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(i) of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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



STANDARD FORM 2A4-T
Revised 7/2015
© 7/2015

Buyer initials PAM Seller initials _____

REAL ESTATE CERTIFICATION - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:

BUYER/BORROWER Peggy A. Mayo DATE 08/22/2016
Peggy Mayo

BUYER/CO-BORROWER _____ DATE _____

Entity Buyer/Borrower: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

SELLING FIRM: Century 21 Country Knolls Realty BY: Michelle Breedlove

SELLER Vance Co DATE _____

SELLER _____ DATE _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

LISTING FIRM: Century 21 Hancock Properties BY: Tonya Hester

THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY

BANK OF AMERICA, N.A.

08/16/2016

PEGGY A. MAYO
121 S COLLEGE ST
HENDERSON, NC 27536

Re: Conditional Approval

Dear PEGGY A. MAYO,

Thank you for allowing BANK OF AMERICA, N.A. to help you shop for your new home.

Congratulations! After reviewing your credit information, we have determined that your credit meets our requirements to conditionally approve you for a loan subject to the conditions below. While you're shopping for a home, you may present a copy of this letter as proof to sellers and real estate agents that you're a serious buyer.

Loan Description:

Occupancy Type: OWNER OCCUPIED	Purpose: PURCHASE
Loan Type: FHA	County: Vance
Property Type: SFR	

The conditional approval is based on the following loan terms:

Loan Amount: \$57,900.00	Loan Term: 360 mths
Estimated Sales Price: \$60,000.00	Discount Points: 0.000%
Estimated Down Payment: \$2,100.00	Interest Rate: 4.000%
Maximum Combined Loan-to-Value Ratio: 96.500%	

Estimated Principal & Interest Payment	\$281.26
Estimated Principal & Interest Payment (including escrow & MI)	\$399.94

To continue with the process of obtaining approval for your loan, you will need to satisfy the following conditions:

1. Within 90 calendar days from the date of this letter, deliver a copy of your fully executed purchase contract identifying a subject property and your authorization to order an appraisal on this property.
2. The subject property will need to meet the normal and customary requirements of BANK OF AMERICA, N.A.'s policy for determining value, condition and title.
3. Provide all information that we will require you to submit to complete your application.
4. Your creditworthiness and financial position must meet our full lending qualifications.
5. Satisfy all of BANK OF AMERICA, N.A.'s pre-closing and pre-funding loan conditions that are required to close and fund the loan.
6. For FHA loans, a new credit report may be pulled once property is obtained which may affect loan approval.

Your inquiry is not considered an application for credit. Until such time as you have completed a full application with a proposed property and locked your loan, the interest rate and loan terms detailed above may change. This is not an offer or a commitment to extend credit. If you do not find a home within 90 calendar days from the date of this letter, you may request another evaluation.

At BANK OF AMERICA, N.A., we work hard to make it easy for you to buy a home. Once you have an accepted offer on a house, just give us a call. As soon as we hear the good news, we can lock-in your loan program and interest rate and begin the process of approving your loan.

If you have any questions or concerns in the meantime, please don't hesitate to call the number below. Thank you again for choosing BANK OF AMERICA, N.A.. We appreciate your business.

Sincerely,

BANK OF AMERICA, N.A.

By: *Mechelle Price Baldwin*

Name: Mechelle Price Baldwin

Title: Mortgage Loan Officer

Telephone: (336) 544-0922

Cell Phone: (336) 675-0401

Email: mechelle.baldwin@bankofamerica.com

NMLS Identifier

1077998

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OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": Vance County

(b) "Buyer": Kevin B Perry

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **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: 661 Charles St

City: Henderson Zip: 27536-4315

County: Vance, 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 A & B, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide Y at Page(s) 608

The PIN/PID or other identification number of the Property is: _____

Other description: 661 Charles St. Lots A & B Recombined

Some or all of the Property may be described in Deed Book 1219 at Page 0610

(d) "Purchase Price": 70

\$ 67,000.00

\$ Zero

\$ 300.00

\$ Zero

\$ Zero

\$ Zero

\$ Zero

\$ 66,700.00

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, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.

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, wire transfer or electronic transfer no later than _____, **TIME BEING OF THE ESSENCE** with regard to to said date.

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).

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

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

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

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



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



STANDARD FORM 2-T
Revised 7/2016
© 7/2016

Buyer initials KBP Seller initials _____

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 or required to be paid in connection with this transaction, collectively the "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 as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) 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): C-21 Hancock Properties

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(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 4 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 8(n) or Paragraph 12, 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 September 23, 2016 *TIME BEING OF THE ESSENCE* with regard to said date.

(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 October 28, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials  Seller initials _____

(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. FIXTURES AND EXCLUSIONS.

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: N/A

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (b) and (c)*): N/A

Seller shall repair any damage caused by removal of any items excepted above.

*NOTE: Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: Matching Stainless electric range; hood vent; refrigerator; dishwasher; front load washer & dryer; New HVAC

Buyer initials KP Seller initials _____

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **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.

(vi) **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.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **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 or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

Buyer initials KP Seller initials _____

(e) **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.

(f) **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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. **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: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: 5 yr ARM loan at a Fixed Rate Adjustable Rate in the principal amount of \$70,000.00 plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 4.250 % 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.

(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: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(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.

(d) **Residential Property and Owners' Association Property Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

Buyer initials RP Seller initials _____

(c) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) determining restrictive covenant compliance;
 - (iv) appraisal,
 - (v) title search,
 - (vi) title insurance,
 - (vii) recording the deed, and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **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) **Lead-Based Paint** (check if applicable):
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).
- (c) **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): None Known
- Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known
- (d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

Buyer initials RP Seller initials _____

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ N/A whose regular assessments ("dues") are \$Zero per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

Owners' association website address, if any: N/A

(specify name of association): _____ N/A whose regular assessments ("dues") are \$Zero per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

Owners' association website address, if any: N/A

8. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** 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 shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **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 Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **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.

(e) **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.

(f) **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.

Buyer initials BP Seller initials _____

(g) **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.)

(h) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Kevin B Perry & Josephine J Perry, a married couple

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 2,100.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, 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.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **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.

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 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 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.

9. **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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

Page 8 of 13

Buyer initials

Seller initials

STANDARD FORM 2-T

Revised 7/2016

© 7/2016

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ 450.00 and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **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.

12. **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.

13. **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.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** 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.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |

Identify other attorney or party drafted addenda: Neighborhood Stabilization Program Addendum; Buyer requests

(5,000) \$7000.00 help from NSP program to go towards purchase price

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. **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.

Buyer initials KP Seller initials _____

17. **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.

18. **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.

19. **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.

20. **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.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials BP _____ 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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: August 26, 2016

Date: _____

Buyer *Kevin Perry*
Kevin Perry

Seller _____

Date: _____

Date: _____

Buyer _____

Seller _____

Entity Buyer: _____

Entity Seller: _____

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

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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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: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: Coldwell Banker Advantage
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Firm License #: C5791

Mailing Address: 600 Dr Calvin Jones Hwy, Wake
Forest, NC 27587

Individual Selling Agent: Kimberly McKinney
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 269233

Selling Agent Phone#: (919) 939-0888

Selling Agent Fax#: (919) 562-8800

Selling Agent E-mail: mckinneyhomes4u@gmail.com

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: C-21 Hancock Properties
Acting as Seller's Agent Dual Agent
Firm License #: _____

Mailing Address: PO Box 281, Oxford, NC 27565

Individual Listing Agent: Tonya Hester
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 221694

Listing Agent Phone#: (252) 213-2784

Listing Agent Fax#: (919) 603-3798

Listing Agent E-mail: tonya.hester@century21.com

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: Kevin Perry _____ ("Buyer")

Property Address: 661 Charles St, Henderson, NC 27536-4315 _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Firm: C-21 Hancock Properties

By: _____
(Signature)
Tonya Hester
(Print name)

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: C-21 Hancock Properties

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: C-21 Hancock Properties

Time: _____ AM PM By: _____
(Signature)

(Print name)

STATE EMPLOYEES' CREDIT UNION

AUGUST 22, 2016

STATE EMPLOYEES' CREDIT UNION

1795 GRAHAM AVENUE
HENDERSON, NC 27536

KEVIN B PERRY

713 SOUTHERLAND MILL RD
HENDERSON NC 275378064

Dear KEVIN B PERRY

Thank you for your interest in our mortgage lending programs. Based on your request, we have reviewed the information you have provided and have obtained a consumer report to review your credit history. Based on our guidelines, the information you provided and our review of your credit file, we have pre-qualified you for a first mortgage loan with the Credit Union.

Our pre-qualification reviews require a limited amount of information which we assume is accurate. This pre-qualification notice will expire on DECEMBER 10, 2016. Loan approval will be contingent upon a more thorough review and verification of additional information regarding your income, obligations, assets needed for closing, credit and the subject property.

If you have any questions or need further assistance, please contact me at 252-492-0168.

Sincerely,

SUSAN OAKLEY
FSO III
MLO# 702079

**RESOLUTION AUTHORIZING UPSET BID PROCESS
FOR SALE OF REAL PROPERTY
Orrs Lane, Henderson, NC 27537**

WHEREAS, Vance County owns certain real property with an address of **Orrs Lane, Henderson, North Carolina 27537**, and more particularly described by the Vance County Tax Department as Parcel Number **0404 03025**; and,

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

WHEREAS, the County has received an offer to purchase the real property described herein above in the amount of **\$2,400.00** subject to the terms and conditions as included in the submitted offer to purchase bid, submitted by *Melony W. Ayscue*; and,

WHEREAS, *Melony W. Ayscue* has paid the required deposit in the amount of **\$750.00** with her offer.

THEREFORE, THE VANCE COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of County Commissioners declares the real property described above surplus and authorizes its sale through the upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall require any upset offer be subject to the same terms and conditions as contained therein except for the purchase price.

3. Any person may submit an upset bid to the Clerk to the Board of County Commissioners within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying upset bid is received, a new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of County Commissioners.

5. A qualifying higher bid is one that raises the existing offer by the greater of \$750 or ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of the offer and is subject to the same terms and conditions of the previous bid.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of the greater of \$750 or five percent (5%) of the bid, which may be made by cash, cashier's check

or certified funds. The County will return the deposit of any bid not accepted and will return the bid of an offer subject to upset if a qualifying higher bid is received.

7. The terms of the final sale are that the Board of County Commissioners must approve the final high offer before the sale is closed and the buyer must pay with certified funds or wire transfer the bid amount and any other amounts as required pursuant to the terms and conditions of the bid at the time of closing, which shall be no later than 30 days following the approval by this Board of the final bid. The real property is sold in its current condition, as is, and the County gives no warranty with respect to the usability of the real property or title. Title will be delivered at closing by a **Non Warranty Deed**, subject to exceptions for ad valorem taxes, assessments, zoning regulations, restrictive covenants, street easements, rights of others in possession and any other encumbrances of record. Buyer shall pay for preparation and recording of the Deed and revenue stamps.

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, the Board of County Commissioners will accept or reject the bid submitted within 60 days after the close of the 10-day upset period.

This the 6th day of September, 2016.

Gordon Wilder, Chairman
Vance County Board of Commissioners

ATTEST:

Kelly H. Grissom, Clerk to the Board

**REO Property - Orrs Ln.
Tax Parcel 0404 03025**



0403 03020
PARRISH JERRY
Tax Value = \$17362

0403 03038
TREJO JUVENCIO ZUNIGA &
Tax Value = \$19513

0403 03001
MCDANIEL ANDREA PARRISH
Tax Value = \$29786

0403 03015
GUTIERREZ-MENDOZA RENE
Tax Value = \$11559

0403 03019
HARRIS MELVIN T
Tax Value = \$46075

0403 01020
ALSTON EVELYN
Tax Value = \$171175

0404 03023
ORR CHARLES L
Tax Value = \$15653

0404 03023A
ORR CHARLES L
Tax Value = \$11944

0403 03015
ORR CHARLES L
Tax Value = \$52593

0403 03016
DRY TERRY TRAVIS
Tax Value = \$23440

0404 03024
ORR LORRIE TRAVIS
Tax Value = \$33442

0404 03021
TANNER ROSE TRAVIS
Tax Value = \$31358

0404 03025
VANCE COUNTY
Tax Value = \$12808

0404 03020
AYSCUE DONALD L
Tax Value = \$10153

0404 03026
EDWARDS ANTHONY JASON
Tax Value = \$12854

0404 03019
EDWARDS ANTHONY JASON
Tax Value = \$90206

0404 03018
BURROUGHS R. I. JR.
Tax Value = \$16652



0407 01010
WYCHE C. J. HEIRS
Tax Value = \$26956

Orrs Lane - 0404 03025



Offer to Purchase: \$2400

Condition: 3.98 acres – vacant lot

Property Value: \$25,120 Tax assessed value for land

County Cost: \$1053 (taxes) + \$1815 (attorney fees) = \$2868

**RESOLUTION AUTHORIZING UPSET BID PROCESS
FOR SALE OF REAL PROPERTY
643 Sombrero Lane, Henderson, NC 27537**

WHEREAS, Vance County owns certain real property with an address of **643 Sombrero Lane, Henderson, North Carolina 27537**, and more particularly described by the Vance County Tax Department as Parcel Number **0552C 02003**; and,

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

WHEREAS, the County has received an offer to purchase the real property described herein above in the amount of **\$2,000.00** subject to the terms and conditions as included in the submitted offer to purchase bid, submitted by *Duvel White*; and,

WHEREAS, *Duvel White* has paid the required deposit in the amount of **\$750.00** with his offer.

THEREFORE, THE VANCE COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of County Commissioners declares the real property described above surplus and authorizes its sale through the upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall require any upset offer be subject to the same terms and conditions as contained therein except for the purchase price.

3. Any person may submit an upset bid to the Clerk to the Board of County Commissioners within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying upset bid is received, a new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of County Commissioners.

5. A qualifying higher bid is one that raises the existing offer by the greater of \$750 or ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of the offer and is subject to the same terms and conditions of the previous bid.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of the greater of \$750 or five percent (5%) of the bid, which may be made by cash, cashier's check

or certified funds. The County will return the deposit of any bid not accepted and will return the bid of an offer subject to upset if a qualifying higher bid is received.

7. The terms of the final sale are that the Board of County Commissioners must approve the final high offer before the sale is closed and the buyer must pay with certified funds or wire transfer the bid amount and any other amounts as required pursuant to the terms and conditions of the bid at the time of closing, which shall be no later than 30 days following the approval by this Board of the final bid. The real property is sold in its current condition, as is, and the County gives no warranty with respect to the usability of the real property or title. Title will be delivered at closing by **a Non Warranty Deed**, subject to exceptions for ad valorem taxes, assessments, zoning regulations, restrictive covenants, street easements, rights of others in possession and any other encumbrances of record. Buyer shall pay for preparation and recording of the Deed and revenue stamps.

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, the Board of County Commissioners will accept or reject the bid submitted within 60 days after the close of the 10-day upset period.

This the 6th day of September, 2016.

Gordon Wilder, Chairman
Vance County Board of Commissioners

ATTEST:

Kelly H. Grissom, Clerk to the Board

**TAX PARCEL 0552C 02003
643 SOMBRERO LANE**

WELLS MARGARET SMITH
0552 01 009
Tax Value = \$335292

CURRIN ENTERPRISE INC.
0552C01061
Tax Value = \$44,458

HOME INVESTMENTS
0552C01002
Value = \$58953

PROPERTIES INC
C01003
Value = \$58250

CARBABELLA REAL ESTATE INC
0552C01004
Tax Value = \$64456

JONES CRAIG & JEAN
0552C02006
Tax Value = \$66226

SOLOMON PHILLIP
0552C02005
Tax Value = \$54653

GREENWAY JONATHAN SCOTT
0552C02004
Tax Value = \$66963

VANCE COUNTY
0552C02003
Tax Value = \$9764

GREENWAY JONATHAN SCOTT
0552C02010
Tax Value = \$66836

DELBRIEGE ELTON E.
0552C02009
Tax Value = \$67199

MOSS RODNEY R
0552C02013
Tax Value = \$68985

COUNTRY HOME INVESTMENTS
0552C02007
Tax Value = \$57441

COUNTRY HOME INVESTMENTS
0552C02008
Tax Value = \$63693

WHITE DUVEL WILLIAM
0552 01 027
Tax Value = \$227446

RIVERA FELIPE J
0552C02017
Tax Value = \$77415

BOYD HERMAN O JR
0552C02018
Tax Value = \$77995

Amigo Ln

Sombrero Ln

Pueblo Ln



Sombrero Lane – 0552C02003



Offer to Purchase: \$2,000

Condition: .94 acres – overgrown lot with a dilapidated double wide mobile home – property is scheduled for demolition this week.

Property Value: \$8,761 Tax assessed value

County Cost: \$875 + \$1,935 (attorney fees) = \$2,810

Mobile Home Project Grant Money \$2550; estimated removal cost \$3550

**Lease Agreement Between City of Henderson, North Carolina (City)
and County of Vance, North Carolina (County) (Lessors)
and Green Rural Redevelopment, Inc. (FARM)**

PREAMBLE

This agreement (Agreement) is made this ___ day of _____ 2016, effective as of the date of final execution, between the Lessors and the Farm, for the rental by the Farm of properties jointly owned by the Lessors and which are located at 800 Arch Street and 725 Roberson Street (Properties). The execution of this lease has been approved by the City Council and County Commissioners for the use of the Properties by the Farm, and its agents and employees, solely for urban gardening.

I. **AGREEMENT TO LEASE:** Lessors agree to lease to the Farm, and the Farm agrees to rent from the Lessors, under the terms and conditions of this Agreement, the Properties located in the City and further identified by PIN Numbers 0027 02014 and 0027 02013 for the Arch Street property and PIN Number 0068 01014 for the Roberson Street property.

II. **RENT:** The Farm shall pay the Lessors a yearly rent of \$10.00, this amount to be divided between the Lessors. The Farm shall at the time of execution of the Agreement, provide copies of Articles of Incorporation and documents denominating its United States and State of North Carolina tax status.

III. **LEASE TERM; RENEWAL PROCESS:** The term of this lease is for one year, starting on September 1, 2016 and ending on August 31, 2017. The parties have the option, upon mutual agreement, of renewing the lease for additional one-year periods. If the Farm wishes to renew the lease, it must make a written request to the City, no later than the July 1st preceding termination of the Lease. The City will inform the County of this request; and Lessors will make a decision on whether to renew. The terms of any lease renewal rest solely with the Lessors. If the lease is not renewed, the Farm shall remove all its property, including improvements, within thirty days of the last day of the lease. Failure to remove all its property within these thirty days is deemed abandonment; and the Farm will be required to reimburse the Lessors for any costs incurred in removal of the Farm's property.

IV. **PERMITTED USES:** The Properties shall be used only for agricultural purposes, specifically for the growing of produce. This use, and the sale of this produce at the Properties is allowed so long as all federal, state and local licenses and permits are obtained and the Farm conducts its operations in accord with all applicable federal, state and local laws, regulations, ordinances, directives and procedures.

V. **IMPROVEMENTS:** The Farm may place structures on the Properties, and make other improvements to the Property so long as their placement on the Properties is approved by the Lessors and is for a permitted use, as described in Paragraph IV., above. Any request is to be submitted by the Farm in writing to the City, which will

provide a copy of the request to the County. Prior to acting upon a request, the Lessors may request from the Farm, and the Farm shall provide, whatever information the Lessors deem necessary for its review of the request. Repair, maintenance and replacement of all improvements are the responsibility of the Farm. The Lessors reserve the right to have the Farm modify or remove any improvement at any time.

- VI. **ADDITIONAL USES:** Any use of the Properties, other than noted in Paragraph IV. of the Agreement, must be reviewed and approved by the Lessors. A request for an additional use must be submitted by the Farm in writing to the City, which will share a copy of the request with the County. Prior to acting upon a request, the Lessors may request from the Farm, and the Farm shall provide, whatever information the City deems necessary for its review of the request.
- VII. **TAXES:** The Farm agrees to pay all taxes and assessments on the Properties.
- VIII. **UTILITIES:** The Farm is responsible for payment of all utilities it uses on the Property, to include water and electricity.
- IX. **REPAIRS, MAINTENANCE AND REPLACEMENT:** The Farm, at its own expense, is responsible for all repairs, and replacement of any building on the Properties as well as maintenance of the land comprising the Property. In this regard, the Farm shall maintain the Properties in an aesthetically-pleasing manner, which is understood to include, but is not limited to: regularly mowed and weeded lawns and plantings; the prompt removal of plantings that have died or will no longer provide produce; and avoidance or removal of unsightly storage or parking of materials, equipment and vehicles.
- X. **ASSIGNMENT:** The Farm may not assign this Agreement or the lease interest in the Properties, sublet all or any part of the Properties or allow any other person or entity occupy the Property for an extended period, without, in each instance, seeking in writing and being given written consent by the Lessors.
- XI. **INSURANCE:** The Farm shall maintain commercial general liability insurance with limits no less than \$500,000.00 for each occurrence and a \$1,000,000.00 aggregate. This insurance shall also include Comprehensive Broad Form Coverage including contractual liability. "City of Henderson and County of Vance, North Carolina are named additional insureds as their interest may appear" must be endorsed onto the policy and listed on the Certificate of Insurance. Insurance shall be obtained from a company licensed in North Carolina and be acceptable to the City. Contractor shall be required to provide the Lessors no less than a one-day notice of cancellation, or any material change, to any insurance coverage required by this Contract.
- XII. **NO PARTNERSHIP:** The Agreement does not give rise to a partnership relationship and neither shall have authority over the other without written consent.

XIII. DEFAULT: Failure to abide by any provision of the Agreement is deemed a default, allowing the Lessors to terminate the Agreement. Termination shall be in writing. In this regard, all obligations of the Lessors under the Agreement shall cease. Upon termination, the Farm agrees to yield possession of the Properties fully to the Lessors, without need for resort to legal process. The Farm however is given a right of access to the Properties for ninety days following delivery of the written termination to harvest any crops that are the personal property of the Farm and are growing at the time of default.

XIV. SEVERABILITY: If any part of the Agreement is invalid or unenforceable, the balance of the Agreement shall remain effective, absent such provision.

XV. NOTICES: All notices to the Lessors shall be sent to: City Clerk, City of Henderson, 134 Rose Avenue, Henderson, North Carolina 27536. The City will share all notices with the County. All notices to the Farm shall be sent to: Henry B. Crews, Registered Agent, Green Rural Redevelopment, Inc., 424 Hamilton St., Henderson, NC 27536.

By: _____
EDDIE ELLINGTON, Mayor
City of Henderson, North Carolina

By: _____
HENRY B. CREWS, Founder
Green Rural Redevelopment, Inc.
Henderson, North Carolina

Date: _____

Date: _____

BY: _____
GORDON WILDER, Chairman
Board of Commissioners
County of Vance, North Carolina

Date: _____

**Lease Agreement Between City of Henderson, North Carolina (City)
and County of Vance, North Carolina (County) (Lessors)
and Green Rural Redevelopment, Inc. (FARM)**

Pre-Audit Certification

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

By: _____
Joey Fuqua, Finance Director
City of Henderson, North Carolina

By: _____
David C. Beck, Finance Director
County of Vance, North Carolina

Date: _____

Date: _____

Approved to Legal Form:

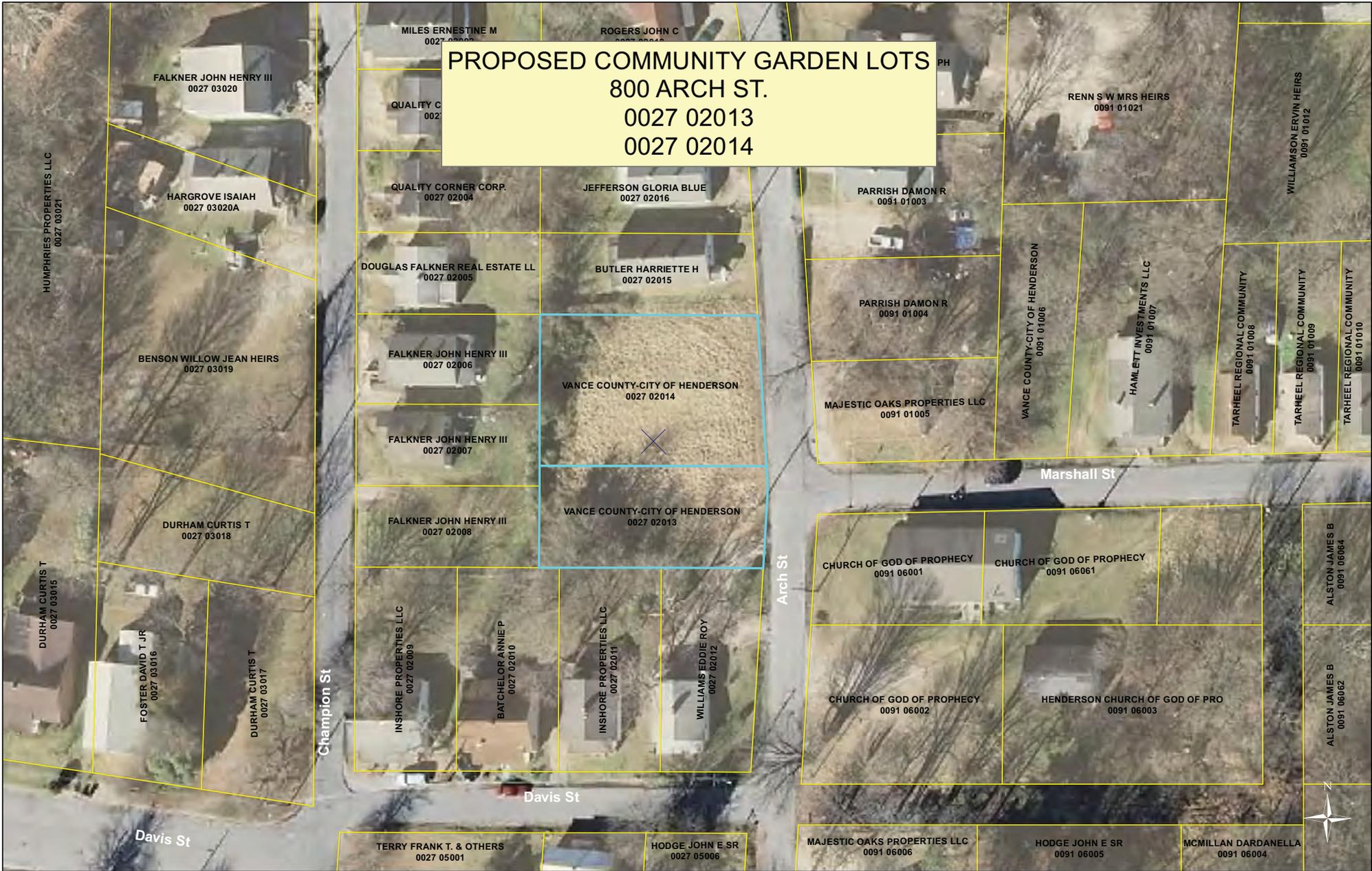
By: _____
D. Rix Edwards
City Attorney, Henderson, North Carolina

By: _____
Jonathan S. Care
County Attorney,
County of Vance, Henderson, NC

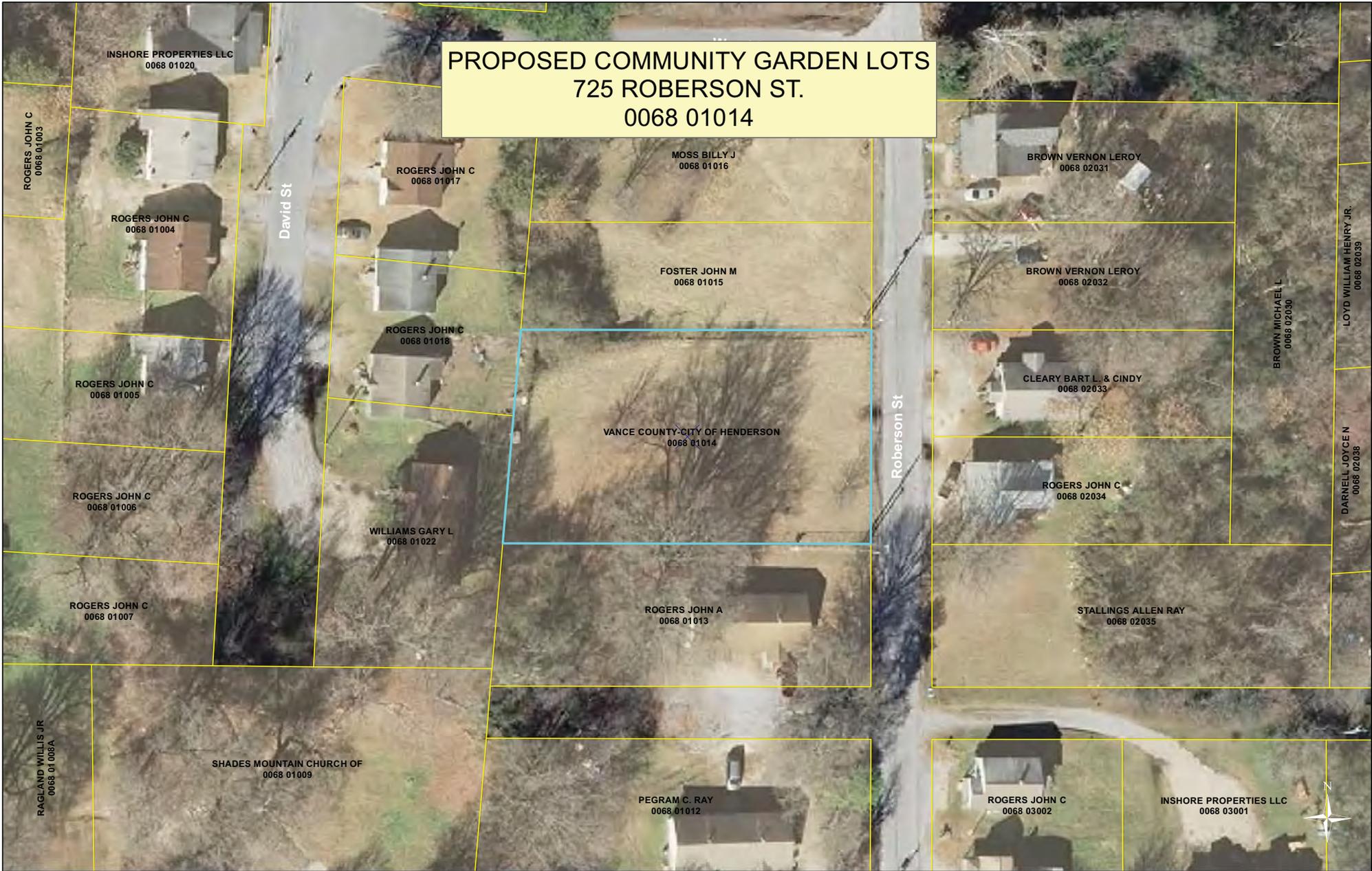
Date: _____

Date: _____

PROPOSED COMMUNITY GARDEN LOTS
800 ARCH ST.
0027 02013
0027 02014



PROPOSED COMMUNITY GARDEN LOTS
725 ROBERSON ST.
0068 01014



INSHORE PROPERTIES LLC
0068 01020

ROGERS JOHN C
0068 01003

ROGERS JOHN C
0068 01004

ROGERS JOHN C
0068 01005

ROGERS JOHN C
0068 01006

ROGERS JOHN C
0068 01007

RAGLAND WILLIS JR
0068 01 008A

SHADES MOUNTAIN CHURCH OF
0068 01009

David St

ROGERS JOHN C
0068 01017

ROGERS JOHN C
0068 01018

WILLIAMS GARY L
0068 01022

MOSS BILLY J
0068 01016

FOSTER JOHN M
0068 01015

VANCE COUNTY-CITY OF HENDERSON
0068 01014

ROGERS JOHN A
0068 01013

PEGRAM C. RAY
0068 01012

Roberson St

BROWN VERNON LEROY
0068 02031

BROWN VERNON LEROY
0068 02032

CLEARY BART L. & CINDY
0068 02033

ROGERS JOHN C
0068 02034

STALLINGS ALLEN RAY
0068 02035

ROGERS JOHN C
0068 03002

INSHORE PROPERTIES LLC
0068 03001

BROWN MICHAEL L
0068 02030

LOYD WILLIAM HENRY JR.
0068 02039

DARWELL JOYCE N
0068 02038



Remaining County Owned Properties for Demolition

Parcel Number	Address	Structure?	Status
0111 04006	202 Hawkins Dr.	Mobile Home	Approved for Demolition
0111 04009	Tanner St.	Mobile Home; Debris	Approved for Demolition
0401 02005	2140 Hicksboro Rd.	Mobile Home	Approved for Demolition
0552C02003	643 Sombrero Ln.	Mobile Home	Approved for Demolition
0531A02001	394 Tower Lane	Mobile Home	Approved for Demolition
0531A02001	406 Tower Lane	Mobile Home	Approved for Demolition
0060 04002A	403 Bobbitt St.	House	Bids returned 9/6/2016
0067 01003	2229 St. Matthews St.	Structure	Bids returned 9/6/2016
0067 01008	2257 St. Matthews St.	Bldg. Debris	Bids returned 9/6/2016
0206 02016A	Hwy 39	House	Bids returned 9/6/2016
0216 04002	1335 Epsom Rd.	House	Bids returned 9/6/2016
0325 03039	Tungsten Mine Road	House	Bids returned 9/6/2016
0004 01001	Church Street	Teacherage	Bids returned 9/6/2016
0093 03002	County Home Road	Vance Manor	Bids returned 9/6/2016

*Finance Director's
Report*

County of Vance
Disposal of Surplus Personal Property
September 6, 2016

The Finance Director requests to dispose of the following surplus personal property owned by the County of Vance:

ITEM NO.	EQUIPMENT DESCRIPTION	SERIAL#	REASON NO LONGER NEEDED	DEPARTMENT
	29x60x36 Wooden Desk with Drawers		Broken	DSS
	29x60x36 Wooden Desk with Drawers		Broken	DSS
	29x60x36 Wooden Desk with Drawers		Broken	DSS

*County Manager's
Report*

Vance County County Manager's Report to the Board September 6, 2016

A. Joint Meeting with Vance County School Board. The commissioners and the school board met in March informally and expressed a commitment to meet more often to discuss mutual issues. A meeting has been proposed for Thursday, October 20th at 6PM. The purpose would give the schools an opportunity to discuss capital needs and for the county to communicate the new CIP plan and process for addressing capital needs. *For Your Information.*

B. NCACC Legislative Goals. The NC Association of County Commissioners (NCACC) 2017-18 legislative goals process is underway. A listing of goals in no particular order is provided for your consideration and approval prior to submittal to NCACC.

1. Reversal of electronics waste landfill ban
2. Oppose any shift of state transportation responsibilities to counties
3. Oppose unfunded mandates and shift of state responsibilities to counties
4. Seek legislation to study and fund a comprehensive statewide approach to maintaining pre-subdivision ordinance private roads
5. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the un-served and under-served areas of the state
6. Seek legislation to create a disposal fund for future costs associated with decommissioning solar farms
7. Seek legislation to create consistency in due dates for motor vehicle registration and collection of vehicle taxes.

Date	Event
Sept. 23	Deadline to submit goals to NCACC
September - October	Steering Committees review goals
November	Legislative Goals Committee meets
December	Board of Directors reviews & finalizes
Jan. 12-13, 2017	Legislative Goals Conference

Recommendation: Forward the proposed legislative goals as listed above to the North Carolina Association of County Commissioners.

C. LGFCU Innovation Award. Vance and Granville County were awarded the LGFCU Innovation award at the recent NCACC conference for our shared services agreement for the solid waste director. The agreement, which was finalized in April 2014, demonstrates a creative approach to cooperation and efficiency between neighboring counties. Vance County pays 40% and Granville County 60% of the position cost with the director (Jason Falls) spending two days in Vance and three in Granville each week. The shared arrangement has allowed each county to benefit from an experienced professional with 20 years in solid waste management experience. For Vance alone, an additional \$79,000 has been generated in grant funds in FY16 as a direct result of this individual and position. Commissioners Dan Brummitt (Vance County) and Edgar Smoak (Granville County) were very instrumental in the beginnings of the shared services concept. All board members from both counties should be commended for their support and approval of this collaborative effort and the efficiency that it has created. *For your information.*

D. Animal Shelter Update and Open House Date. The animal shelter construction continues to wind down. During the week of August 29th - September 2nd work on the interior continued with cabinets and kennels being installed. The painters have begun applying the final interior coat. On the exterior, final grading work continues in the rear pasture area and the front parking area. It is anticipated that fencing and landscaping will be installed during the week of September 12th with activity wrapping up the 3rd week of September. See attached photos for progress. An open house is tentatively scheduled for Saturday, October 1, 2016 from 10:00 a.m. to 2:00 p.m. upon confirmation from the board. *For Your Information.*

E. Stepping Up Initiative – Resolution and Revised Agreement. Last month the board approved an inter-local agreement with Franklin, Granville, Halifax, Vance & Warren Counties for the Stepping Up Initiative (SUI). Additionally, the board approved redirecting \$20,000 from our Cardinal Innovations allocation to the program with the reduced local Cardinal allocation being made whole with additional state funding. As a result of changes made to the agreement during the past month, staff recommends the board approve the revised agreement by way of the attached resolution. Additionally, it is necessary to appoint a member and alternate to the steering committee. Commissioner Brummitt serves as the board’s current appointment to the Cardinal Innovations Board, has been closely involved in SUI, and would be a great choice for the steering committee. With Vance serving as the fiscal agent for the program, it is necessary to designate the chairman to execute contracts on behalf of the County. This designation would be limited to the amount of funding appropriated to SUI and would only be permitted at the recommendation of the SUI steering committee. *Recommendation: Approve revised resolution authorizing an inter-local agreement for the regional stepping up initiative in Franklin, Granville, Halifax, Vance and Warren Counties. Recommendation: Appoint Commissioner Brummitt as the board’s member and the county manager as the alternate on the Stepping Up Initiative Steering Committee.*

Vance County
Proposed Legislative Goals
September 6, 2016

Reversal of Electronics Waste Landfill Ban

The State enacted a ban of televisions, computers, monitors, and similar e-waste from landfills in 2010. The program was designed to have shared responsibility from computer and television manufacturers reducing the cost for local governments in recycling the materials. Initially this program was at no cost to local governments, but recently e-waste providers have begun charging for collection and recycling. In Vance County alone this cost could be in excess of \$80,000 per year.

In 2015, the general assembly required a study of electronics recycling by the state department of environmental quality (NCDEQ). The results of that study in 2016 recommended repealing the ban on discarding e-waste in landfills. This is based on EPA's acknowledgement that electronics can be safely disposed of in MSW landfills, the fact that electronics recycling is currently not cost effective, and the fact that electronic wastes constitute such a small percentage (0.2%) of the annual solid waste stream.

Oppose any shift of state transportation responsibilities to counties.

Counties cannot afford to assume costs for maintaining secondary roads and/or funding expansion projects. Unlike counties in other states, whose traditional funding responsibilities are secondary roads, North Carolina counties are responsible for the administration of local human services programs, and fund educational operating and capital expenses. Shifting transportation responsibilities to counties in North Carolina will put a great strain on counties and lead to degraded road conditions.

Oppose unfunded mandates & shifting state responsibilities to counties

Reductions in federal spending and deficits should not be accomplished by shifting costs to counties, imposing unfunded mandates, or pre-empting county programs and taxing authority.

Seek legislation to study & fund a comprehensive statewide approach to maintaining pre-subdivision ordinance private roads

Counties continue to struggle with the condition of private subdivision roads which were built prior to local subdivision regulations. Counties have no enforcement over the condition of these roads, and many are causing a danger to traffic and emergency response. Counties are allowed to finance or front the cost of bringing the roads to NCDOT standards and recoup costs through special assessments, but this is difficult due to the high percentage of owners that must agree (66% or 75% depending upon the method) and due to the excessive cost for counties upfront. Counties are in need of funding and flexibility in order to adequately address this problem.

Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the un-served and under-served areas of the State

High speed internet access is critical to enhancing education, economic development, health care, and public safety. The completion of the state broadband plan in June 2016 confirms the need for improving the state's broadband infrastructure particularly in rural areas. While 93% of NC households have access to broadband, 89% of NC households without access live in rural, sparsely populated areas such as Vance County. Additional funding and resources are needed to close the gap in the rural vs. urban broadband divide.

Seek legislation to create a disposal fund for future costs associated with decommissioning solar farms.

North Carolina has experienced a massive increase in solar energy development the past few years. In 2015, North Carolina was 2nd to California for construction of utility scale solar farms and is 3rd in the nation for installed solar capacity. While the vast majority of local government solar farm regulations require a decommissioning plan to be submitted by both the solar developer and property owner, there is concern that clean-up costs will become the responsibility of the owner and ultimately the counties. The establishment of a disposal fund in the early life of solar farms will ensure the necessary funds are available down the road on a statewide basis.

Seek legislation to create consistency in due dates for motor vehicle registration and collection of vehicle taxes.

Effective July 1, 2016, state law (NCGS 20-88.03) has eliminated the 15 day grace period for vehicle registrations. Beginning on the 1st day of the month following the expiration date, a \$15 late fee will apply. This fee increases to \$20 after one month and \$25 after two months. While the grace period has been eliminated for vehicle registration, it still remains for payment of vehicle taxes. State law (NCGS 105-330.4) requires interest to be charged on taxes for late vehicle registrations beginning the 16th day of the month following the due date. This inconsistency and difference in dates creates confusion for citizens and causes a hardship when the confusion results in penalty.

Animal Shelter Construction Photos – August 30, 2016



Animal Shelter Budget Summary

8/31/2016

Construction Contract	\$	1,354,842
Change Order #1 - Removal of landscaping cost from contract	\$	(10,134)
Change Order #2 - Rock removal above allowance (124.5 cy) & waterline material change	\$	13,743
Change Order #3 - Remove 2 Pipe gates	\$	(4,060)
Total Construction Contract Price	\$	1,354,391

USDA PROJECT BUDGET SUMMARY (Expenses)	Budget	Spent
Construction	\$ 1,354,391	\$ 814,345
Design Fees	\$ 55,750	\$ 50,203
Additional Services (\$11,500)/Const. Inspections (\$8,000)/Materials Testing (\$6,000)	\$ 25,500	\$ 23,157
Interest (7.79% of Construction)/Legal/Financing Expense	\$ 45,000	\$ 9,006
Equipment	\$ 120,000	\$ 32,854
Contingencies	\$ 63,359	
Kerr Tar Admin Fees	\$ 56,000	\$ 4,891
Total	\$ 1,720,000	\$ 934,456

USDA PROJECT BUDGET SUMMARY (Revenues)	Budget
USDA Loan	\$ 1,703,000
Vance County Contribution	\$ 17,000
Total	\$ 1,720,000



BOARD OF COUNTY COMMISSIONERS, VANCE COUNTY
122 Young Street, Suite B
HENDERSON, NORTH CAROLINA 27536



RESOLUTION

**AUTHORIZING AN INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES**

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution of the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville County, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which is has been presented to the Board and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, that the Vance County Board of Commissioners hereby:

1. Authorize the execution of the aforementioned interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.
2. Authorize the Vance County Chairman to execute contracts on behalf of Vance County as the contracting and fiscal agent for SUI in accordance with the recommendations by the SUI steering committee within the amount of total funding appropriated for SUI.

Adopted this 6th day of September, 2016.

Gordon Wilder, Chair
Vance County Board of Commissioners

Attest:

Kelly H. Grissom
Clerk to the Board

NORTH CAROLINA

FRANKLIN, GRANVILLE,
HALIFAX, VANCE and
WARREN COUNTIES

INTERLOCAL AGREEMENT

REGIONAL “STEPPING UP INITIATIVE” PROGRAM

This Agreement, made and entered into by and between Franklin County, Granville County, Halifax County, Vance County and Warren County, collectively referred to herein as the “Participating Counties”;

WITNESSETH:

WHEREAS, each of the Participating Counties is a “unit of local government” as that term is defined by G.S. 160A-460(1); and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into interlocal agreements in order to execute any “undertaking” as that term is defined by G.S. 160A-460(2); and

WHEREAS, pursuant to G.S. 153A-149(b)(6) each of the Participating Counties is authorized to levy property taxes, without rate limitations, for the purpose of cooperation with any other county in providing any of the functions, services or activities listed G.S. 153A-149(b); and

WHEREAS, pursuant to G.S. 153A-149(b)(5), each of the Participating Counties is authorized to levy property taxes, without rate limitations, to provide for the operation of a jail or other local confinement facility, including responsibility for the health and welfare of inmates pursuant to G.S. 153A-225; and

WHEREAS, pursuant to G.S. 153A-149(c)(17) each of the Participating Counties is authorized to levy property taxes, subject to certain rate limitations, for the purpose of cooperation with any other county in providing any of the functions, services or activities listed G.S. 153A-149(c); and

WHEREAS, pursuant to G.S. 153A-149(c)(22), each of the Participating Counties is authorized to levy property taxes, subject to certain rate limitations, for the purpose of funding its share of the cost of maintaining and administering services offered by or through the area mental health, developmental disabilities, and substance abuse authority; and

WHEREAS, the area MH/DD/SA authority that serves the Participating Counties is Cardinal Innovations Healthcare (“Cardinal”); and

WHEREAS, the Participating Counties desire to participate in a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in their respective jails or detention facilities that do not pose a public safety risk through a program called the “Stepping Up Initiative” (hereinafter SUI); and

WHEREAS, it is desired that a regional Stepping Up Initiative comprised of the Participating Counties be funded from a portion of the revenues appropriated by each of the Participating Counties to the area MH/DD/SA authority (Cardinal), to organize a regional SUI steering committee, to develop and further the goals and purposes of SUI, and to develop the proposed regional SUI in cooperation and coordination with Cardinal; and

WHEREAS, in order to facilitate the timely payment of administration expenses and other services related to a regional SUI program, it is the desire of Participating Counties to deposit SUI funding with a single source to manage, control and disburse the regional SUI funding;

NOW, THEREFORE, BASED ON THE FOREGOING, and for good and valuable consideration, the receipt of which is hereby acknowledged by each of the Participating Counties, it is agreed as follows:

1. **Purpose of the Agreement.** The Participating Counties agree to create a regional Stepping Up Initiative program for Franklin, Granville, Halifax, Vance and Warren Counties by forming a steering committee, hiring a coordinator, and jointly funding the expenses of the SUI program in the manner more fully set forth herein.

2. **Duration of the Agreement.** This Agreement shall be effective as the date of approval of the last of the Participating Counties to approve this Agreement (the “Effective Date”). Unless terminated sooner, this Agreement shall terminate on June 30, 2021.

3. **Formation of Steering Committee.** A steering committee shall be formed consisting of five members and five alternates, with board of commissioners of each of the Participating Counties appointing one member and one alternate each. The steering committee shall conduct is organizational meeting not less than 30 days following the Effective Date of this Agreement. The steering committee shall meet on a regular basis as a public body in accordance with the public meeting laws of the State of North Carolina, and shall have the duties and responsibilities specifically set forth in this Agreement and generally to develop a program for implementing SUI program on an equitable basis in the Participating Counties.

4. **Funding of the Undertaking; Fiscal Administration.** It is agreed that Vance County will be responsible for fiscal administration and contracting with respect to the SUI program. Within 30 days of the Effective date, each of the Participating Counties agrees to make the following appropriation and expenditure to Vance County in support of the SUI program for the current fiscal year, it being understood that some or all of the Participating Counties are re-directing funding already appropriated to the support of the area MH/DD/SA authority (Cardinal):

Franklin County	\$20,000.00
Granville County	\$15,000.00

Halifax County	\$15,000.00
Vance County	\$20,000.00
Warren County	\$15,000.00

With regard to future funding, on or before December 31, 2016, and each December 31 thereafter, the steering committee shall issue its budget plan and funding recommendations to the Participating Counties for the approaching fiscal year. The Participating Counties will disclose their respective funding commitments to the SUI program on or before June 1 of each year under this Agreement. Such commitment to funding shall not preclude a Participating County from amending its funding commitment in the event of unforeseen fiscal or budgetary needs prior to the adoption of its annual budget ordinance or based upon the annual budget ordinance actually adopted provided, however, any County amending its funding commitment after April 1 of any such year shall be obligated for any contractual obligations, costs, or expenses incurred between April 1 and June 30 in reliance on the funding commitment.

Vance County shall maintain a separate accounting for the funds. At the direction and request of the chairman of SUI program steering committee, absent a clear legal objection, Vance County will issue payments for services and administrative expenses for the SUI program from the funds collected pursuant to this Agreement.

All payments made on behalf of SUI shall be deemed to have been made proportionately out of the funds provided by each Participating County, unless otherwise designated as applicable to a particular county.

The Vance County Finance Director will make an annual accounting of the funds received and disbursed for the SUI program for the prior fiscal year to each of the Participating Counties on or before August 31 of each year of this Agreement.

Upon the termination of this Agreement any remaining funds shall be returned to the Participating Counties on a pro-rata basis from the balance of funds on deposit with Vance County, but only after disbursement for any then outstanding expenses.

No payments shall be issued for the purchase of capital assets. Any materials purchased with SUI funds having a value of \$100 or less shall remain with the Participating County in possession of said materials upon termination of this Agreement. Any materials in excess of this amount will be used in determining the proportion of remaining funds held on account to return to the County in possession of such materials.

Each of the undersigned Participating Counties (including Vance County) shall equally participate in the paying the out of pocket costs of litigation and defense of any claims related to Vance County serving as the fiscal and contracting administrator, as well as all costs which were duly incurred but exceed the funds on deposit with Vance County. If any claim is covered by insurance, the Participating Counties (including Vance County) shall only be responsible for any retained limits or other amounts not covered by insurance.

5. Engagement of a Facilitator; Other Contracting. The steering committee will make recommendation to Vance County for a Request for Proposals for the engagement of a facilitator to assist the steering committee in the development and implementation of the SUI program. Vance County will issue the request for proposals. The steering committee will

review the proposals received and make recommendation to Vance County regarding the award of a contract. Absent a clear legal objection, the recommendation of the steering committee will be followed by Vance County. The same process shall apply to any other proposed contracting related to the SUI program.

6. Administrative Fee to Vance County. Vance County shall be entitled to an administrative fee in an amount equal to 1.5% of the funds received from each of the Participating Counties in support of the SUI program.

7. Amendment of the Agreement. This Agreement may be amended from time to time by mutual agreement adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the N.C. General Statutes. This includes amendments related to the amount of annual funding provided by the Participating Counties.

8. Termination of the Agreement. Notwithstanding Section 2 above, this Agreement may be terminated by mutual consent adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the N.C. General Statutes.

9. Withdrawal from the Undertaking. Notwithstanding Sections 2 and 7 above, any Participating County may elect to withdraw from participation in this undertaking by giving written notice to all other Participating Counties not later than April 1 of any year of this Agreement. Withdrawal may only be effective on June 30 of the fiscal year that such notice is given. By way of illustration, if a Participating County desires to end its participation in this undertaking on June 30, 2019, it must give written notice to each of the other Participating Counties not later than April 1, 2019. The withdrawing county shall not be entitled to a refund of funds appropriated for the remainder of the fiscal year. The withdrawing county shall be entitled to its full measure of SUI program services during the remainder of the fiscal year. Nothing herein shall prevent a withdrawing county from revoking its withdrawal decision by written notification prior to June 1 of the year in which notice of withdrawal was given.

10. Each of the Participating Counties acknowledges that this Agreement was adopted by resolution of its county board of commissioners as required under Article 20, Chapter 160A of the N.C. General Statutes, and pre-audited by its Finance Director prior to execution.

IN WITNESS WHEREOF, each of the Participating Counties has caused this Agreement to be executed by its respective board chair, attested by its Clerk and the pre-audit certificate to be attached by its Finance Director, on the dates indicated below the signature of its board chair, in FIVE originals, with an original to be retained by each.

(Separate signature pages follow)

*Franklin County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

FRANKLIN COUNTY BOARD
OF COMMISSIONERS:

Sidney Dunston, Chairman

Date: _____

Attest:

Kristen King,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Franklin County Finance Director

*Granville County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

GRANVILLE COUNTY BOARD
OF COMMISSIONERS:

Zelodis Jay, Chairman

Date: _____

Attest:

Debra A. Weary,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Granville County Finance Director

*Halifax County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

HALIFAX COUNTY BOARD OF
COMMISSIONERS:

Vernon J. Bryant, Chairman

Date: _____

Attest:

Andrea H. Wiggins,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Halifax County Finance Director

*Vance County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

VANCE COUNTY BOARD OF
COMMISSIONERS:

Gordon Wilder, Chairman

Date: _____

Attest:

Kelly H. Grissom,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Vance County Finance Director

*Warren County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

WARREN COUNTY BOARD OF
COMMISSIONERS:

Barry Richardson, Chairman

Date: _____

Attest:

Angelena Kearney-Dunlap,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Warren County Finance Director

Consent Agenda Items

Budget Amendments and Transfers
Tax Refunds and Releases
Minutes

Monthly Reports
911 Emergency Operations
Administrative Ambulance Charge-Offs
Cooperative Extension
Fire and EMS
Health Department
Human Resources
Information Technology
Planning and Development
Tax Collections
Veterans Service

VANCE COUNTY BUDGET AMENDMENT REQUEST
2016 - 2017 Fiscal Year

A request to amend the 2016-2017 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Department Name: Emergency Operations

Revenue Amendment Request

ACCOUNT TITLE	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
911 Exercise Grant	10380-438052	20,000.00

TOTAL REVENUE INCREASE (DECREASE) \$ 20,000.00

Reason for Revenue Amendment Request: Homeland Security Grant received to fund a training exercise involving an active shooter situation.

Expenditure Amendment Request

ACCOUNT TITLE	ACCOUNT NUMBER	EXPENSE INCREASE (DECREASE)
Exercise Funding	10621-500530	20,000.00

TOTAL \$ 20,000.00

Reason for Expense Amendment Request: See above.

Requested by: _____ Date _____

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF _____ _____ Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISSIONERS

Reviewed by _____
Finance Office _____

VANCE COUNTY BUDGET AMENDMENT REQUEST
2016 - 2017 Fiscal Year

A request to amend the 2016-2017 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Department Name: Cooperative Extension

Revenue Amendment Request

ACCOUNT TITLE	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
Health Dept. Grant	10380-438061	11,077.00

TOTAL REVENUE INCREASE (DECREASE) \$ 11,077.00

Reason for Revenue Amendment Request: Environments Supporting Healthy Eating grant funds to be used to enhance the EFNEP program.

Expenditure Amendment Request

ACCOUNT TITLE	ACCOUNT NUMBER	EXPENSE INCREASE (DECREASE)
Health Dept. Grant	10605-500299	11,077.00

TOTAL \$ 11,077.00

Reason for Expense Amendment Request: See above.

Requested by: _____ Date _____

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF _____ _____ Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISSIONERS

Reviewed by _____
Finance Office _____

VANCE COUNTY
DEPARTMENTAL LINE-ITEM TRANSFER REQUEST
 2016 - 2017 Fiscal Year

Department Name: Fire

Request for Funds to be Transferred From:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
Fire Equipment	10531-500188	4,000.00

TOTAL \$ 4,000.00

Explanation of transfer request: Additional funds needed for uniforms due to several vacant positions recently being filled.

Request for Funds to be Transferred To:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
Uniforms	10531-500036	4,000.00

TOTAL \$ 4,000.00

Explanation of transfer request: See above

Requested by: _____ Date _____

PRESENTED:
 VANCE COUNTY BOARD OF COMMISSIONERS
 IN MEETING OF

Reviewed by _____
 Finance Office _____

**VANCE COUNTY
DEPARTMENTAL LINE-ITEM TRANSFER REQUEST
2016 - 2017 Fiscal Year**

Department Name: Social Services

Request for Funds to be Transferred From:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
Medical Services	10610-500023	330,000.00

TOTAL \$ 330,000.00

Explanation of transfer request: To correct budget keying error. Budgeted funds for IV-E Foster Care were keyed into the wrong line item in the DSS budget.

Request for Funds to be Transferred To:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
IV-E Foster Care	10610-500024	330,000.00

TOTAL \$ 330,000.00

Explanation of transfer request: See above

Requested by: _____ Date _____

PRESENTED:
VANCE COUNTY BOARD OF COMMISSIONERS
IN MEETING OF

Reviewed by _____
Finance Office _____

Tax Office Refund and Release Report for July 2016

Taxpayer Name	Tax Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste Fee	Reason
Burchette Charles	2015	0	50.65	0	0	105.00	pers prop billed
Burchette Charles	2015	0	44.64	0	0	105.00	pers prop billed
Newton Alice	2015	0	52.67	0	0	0	pers prop billed
Newton Alice	2015	0	1.41	0	0	0	pers prop billed
Small Peter	2015	635.72	0	0	0	105.00	correct/grant ex
Total		635.72	149.37	0	0	315.00	
Total Refunds and Releases	\$1,100.09						

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TOTAL

5,800

TIME PERIOD:07/27/2016 00:00:01 Through 08/28/2016 23:59:59

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		197				197
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
AMERICAN RED CROSS	Other Dispatch	1				1
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	32	32			
BERTIE AMUBLANCE SERVICE	City & County Dispatch-actual	4				4
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	20	20			
CSX RAILROAD	Other Dispatch	1				1
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	10	10			
CENTURLINK	Other Dispatch	0				0
DUKE ENERGY	Other Dispatch	13				13
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	5	5			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	282		282		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	115		115		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,851		2,851		
HENDERSON STREET DEPT	City Dispatch	8		8		
HENDERSON WATER DEPARTMENT	City Dispatch	23		23		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	23	23			
KITTRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	12	12			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	3			3	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	9			9	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	2			2	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	1			1	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			0	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	87			87	
NORTH CENTRAL MEDICAL TRANSPORTS	City & County Dispatch-actual	6	6			
NORTH CAROLINA WILDLIFE	State Dispatch	1			1	
PUBLIC SERVICE GAS	Other Dispatch	1				1
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	30	30			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	572	161	231		
VANCE COUNTY ANIMAL CONTROL	County Dispatch	118	118			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	6	6			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	1	1			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	98	98			
VANCE COUNTY RESCUE SQUAD	County Dispatch	32	32			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,118	2,118			
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
TOTALS		6,700	2,690	3,510	103	217

Signature: 

Prepared by: Vivian Lassiter, Training Supervisor

Signature: 

Reviewed by Brian K. Short, Director
07/26/2016

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 07/27/2016

Jurisdiction: HEN-VAN

Last Date: 08/28/2016

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	197
2	AFTO	1
3	ARC	1
4	BERT	4
5	BVFD	32
6	CSX	1
7	CVFD	20
8	DOT	9
9	DSS	6
10	DVFD	10
11	EM	1
12	EMS	572
13	EVFD	5
14	FOR	2
15	GAS	1
16	HFD1	282
17	HFD2	115
18	HPD	2851
19	HVFD	23
20	KVFD	12
21	ME	1
22	NCEN	6
23	NCUR	1
24	PARK	3
25	PE	13
26	RIDG	1
27	SHP	87
28	STRE	8
29	TVFD	30
30	VCAC	118
31	VCFD	98
32	VCR	32
33	VCSO	2118
34	WATE	23
35	WVFD	16

Total: 5800

A call with multiple Departments assigned will be counted in the group total for each of these Departments, therefore such calls will be counted more than once. For this reason, the total number of calls may not equal the sum of the group totals

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 07/27/2016

Last Date: 08/28/2016

Complaint	Number	
911HU	911 HANG UP CALL	102
ABAND	ABANDONED OR JUNKED CARS	1
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	23
ABNV	ABANDONED VEHICLE	1
ACC-PD	ACCIDENT PROPERTY DAMAGE	115
ACC-PI	ACCIDENT PERSONAL INJURY	5
ALARM	ALARM RESIDENCE OR BUSINESS	338
ALARMFALSE	ALARM FALSE	89
ALARMMED	ALARM MEDICAL	13
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIC	3
ANIMAL-EMD	ANIMAL BITE / ATTACK	18
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	99
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	6
ASAG	ASSIST OTHER AGENCY	25
ASMO	ASSIST MOTORIST	73
ASSAULIP-EMD	ASSAULT OR SEXUAL ASSAULT - IN PI	1
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	37
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	5
BE MV	BREAKING AND ENTERING TO A MOTOC	21
BON	BONDING	2
BREATH-EMD	BREATHING PROBLEMS	59
BURG-IP	BURGLARY/B&E IN PROGRESS	9
BURGLARY	BURGLARY	56
CAR	CARELESS AND RECKLESS DRIVER	65
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR	6
CHASE	CHASE	3
CHESTPAI-EMD	CHEST PAIN	50
CHILD-ABU	CHILD ABUSE OR NEGLECT	5
CHIVEH	CHILD LOCKED IN VEHICLE	2
CHOKING-EMD	CHOKING	3
CIVDIS	CIVIL DISPUTE	65
COMTHR	COMMUNICATING THREATS	11
CONTROLBURN	CONTROLLED BURN	2
CONVULS-EMD	CONVULSIONS / SEIZURES	25
DIABETIC-EMD	DIABETIC PROBLEMS	12
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	1
DISO	DISORDERLY PERSON	100
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS	5
DOM-PROB	DOMESTIC PROBLEM	122
DROWNING-EMD	DROWNING (NEAR DRWONING) / DIVI	1
DRUGALC	DRUG OR ALCOHOL COMPLAINT	68
DRUNKDRIV	DRUNK DRIVER	9
DVO	DOMESTIC VIOLENCE ORDER	8
EFD-AIR EMER	AIRCRAFT EMERGENCY	1
EFD-ALARMS	ALARMS	33
EFD-BOMB TRE	BOMB TREAT	1
EFD-CIT ASST	CITIZEN ASSIST / SERVICE CALL	15
EFD-CONF SPA	CONFINED SPACE / STRUCTURE COLI	1
EFD-ELEC HAZ	ELECTRICAL HAZZARD	6
EFD-EXTRACAT	EXTRICATION / ENTRAPPED	1
EFD-GAS LEAK	GAS LEAK / ODOR	3
EFD-HIGH ANG	HIGH ANGLE RESCUE	1
EFD-MUT AID	MUTUAL AID/ ASSIST OUTSIDE AGENC	1

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 07/27/2016

Last Date: 08/28/2016

Complaint		Number
EFD-MVC	MOTOR VEHICLE COLLISION	36
EFD-ODOR	ODOR (STRANGE/UNKNOWN)	1
EFD-OUTSI FR	OUTSIDE FIRE	6
EFD-SMOK OUT	SMOKE INVESTIGATION OUTSIDE	2
EFD-STRU FIR	STRUCTURE FIRE	17
EFD-VEH FIRE	VEHICLE FIRE	8
EFD-WAT RESC	WATER RESCUE/ SINKING VEHICLE / \	1
ELECTROC-EMD	ELECTROCUTION / LIGHTNING	1
EMERG TRANS	EMERGENCY TRANSPORT	6
ESCO	ESCORT	221
EVICION	EVICION CARRIED OUT	29
EYE PROB-EMD	EYE PROBLEMS / INJURIES	2
FALLS-EMD	FALLS (SUBJECT FALLEN)	50
FIGHT	FIGHT	18
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	3
FIRE AL	FIRE ALARM	4
FOOT PRTL	FOOT PATROL	75
FRAUD	FRAUD/FORGERY	22
FUELSPILL	FUEL SPILL	1
HARR	HARRASSMENT/THREATS	56
HEADACHE-EMD	HEADACHE	9
HEART-EMD	HEART PROBLEMS - AICD	4
HEAT/CLD-EMD	HEAT / COLD EXPOSURE	3
HEMORR-EMD	HEMORRHAGE / LACERATION	21
HOMEINV	HOME INVASION	1
HRPD	HIT & RUN PD	34
HRPI	HIT & RUN PI	1
ILL-DUMP	ILLEGAL DUMPING	4
INSPECTION	FIRE INSPECTION	16
INTPERS	INTOXICATED PERSON	16
INVE	INVESTIGATE ---- AT	757
IPV	IMPROPERLY PARKED VEHICLE	40
JUV	JUVENILE PROBLEMS	47
LARCIP	LARCENY IN PROGRESS	4
LARC	LARCENY - ALREADY OCCURRED	126
LIVEST	LIVESTOCK IN ROADWAY	1
LOIT	LOITERING COMPLAIN	20
LOST	LOST PROPERTY	7
LOUD	LOUD MUSIC	89
MEDICAL	MEDICAL	4
MEN	MENTAL SUBJECT	80
MISS	MISSING PERSON	8
OPEN	OPEN DOOR/WINDOW	9
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION	6
PANIC	PANIC BUTTON	1
PDAMG	PROPERTY DAMAGE ALREADY OCCUI	71
PDMGIP	PROPERTY DAMAGE IN PROGRESS	2
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	7
PROP CHECK	PROPERTY CHECK	200
PROW	PROWLER	41
RAPE	RAPE	2
RECFPI	RECOVERED/FOUND PROPERTY	20
ROBARM	ROBBERY ARMED	2

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 07/27/2016

Last Date: 08/28/2016

<i>Complaint</i>		<i>Number</i>
ROBBERY	ROBBERY	2
ROBSA	ROBERY STRONG ARM	1
SHOP	SHOPLIFTER	13
SHOTS	SHOTS FIRED	69
SICK-EMD	SICK PERSON	104
SPEC	SPECIAL ASSIGNMENT	1
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	9
STOLV	STOLEN VEHICLE	10
STROKE-EMD	STROKE (CVA)	15
SUBINCUS	SUBJECT IN CUSTODY	11
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL	3
SUMMONS	CIVIL / CRIMINAL SUMMONS	3
SUPSUB	SUSPICIOUS SUBJECT	71
SURR	SURRENDER	8
SUSVEH	SUSPICIOUS VEHICLE	124
TEST	TEST CALL	113
TRAFFIC STOP	VEHICLE STOP	291
TRANSPORT	TRANSPORT	4
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	8
TREEDWN	TREE DOWN	17
TRES	TRESPASSING SUSPECT	118
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	17
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	42
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	3
WARRANT	WARRANT	776
WATER	WATER RELATED PROBLEM	25
WRIT	WRIT OF EXECUTION	3

Report Total: 5800

ADMINISTRATIVE AMBULANCE CHARGE-OFFS

FOR INFORMATION ONLY

AUGUST 2016

<u>NAME</u>	<u>DATES OF SERVICE</u>	<u>AMOUNT</u>	<u>REASON</u>
Walter R. Alexander	07/31/2006	216.71	Uncollectible-Statute of limitation beyond 10 yrs
Artemi Alor	07/05/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Elizabeth A. Alston	07/14/2006	422.00	Uncollectible-Statute of limitation beyond 10 yrs
Jessica A. Alston	07/31/2006	485.00	Uncollectible-Statute of limitation beyond 10 yrs
Princess E. Alston	07/10/2006	122.68	Uncollectible-Statute of limitation beyond 10 yrs
Jacqueline P. Bates	07/29/2006	325.77	Uncollectible-Statute of limitation beyond 10 yrs
Barbara L. Blackley	07/01/2006	106.18	Uncollectible-Statute of limitation beyond 10 yrs
George Brown	07/02/2006	477.00	Uncollectible-Statute of limitation beyond 10 yrs
Linda Bumpers	07/31/2006	513.00	Uncollectible-Statute of limitation beyond 10 yrs
Nina H. Burke	07/13/2006	150.00	Uncollectible-Statute of limitation beyond 10 yr
Dexter Burt	07/02/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Nina F. Carroll	07/21/2006 & 07/25/2006	1107.00	Uncollectible-Statute of limitation beyond 10 yrs
Herbert Carthens	07/24/2006	377.00	Uncollectible-Statute of limitation beyond 10 yrs

Jose P. Cervantez	07/10/2006	512.00	Uncollectible-Statute of limitation beyond 10 yrs
Shannon Cobb	07/21/2006	119.00	Uncollectible-Statute of limitation beyond 10 yrs
Quentin S. Cooper	07/14/2006	374.00	Uncollectible-Statute of limitation beyond 10 yrs
Jerry A. Cox	07/02/2006	64.49	Uncollectible-Statute of limitation beyond 10 yrs
Hamp Davis	07/27/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Teneeshia Dawson	07/15/2006 – 07/24/2006	228.00	Uncollectible-Statute of limitation beyond 10 yrs
Charles L. Dickerson	07/23/2006	71.80	Uncollectible-Statute of limitation beyond 10 yrs
Natasha S. Dunston	07/19/2006	486.00	Uncollectible-Statute of limitation beyond 10 yrs
Thadeus L. Durham	07/17/2006	377.00	Uncollectible-Statute of limitation beyond 10 yrs
Edward A. Evans	07/01/2006	253.00	Uncollectible-Statute of limitation beyond 10 yrs
Sylvester Faines	07/20/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Bennie M. Fields	07/20/2006	160.41	Uncollectible-Statute of limitation beyond 10 yrs
Jameeka S. Fogg	07/03/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Jose C. Gregorio	07/05/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Antoinette M. Grimmett	07/16/2006	60.75	Uncollectible-Statute of limitation beyond 10 yrs
Thomas G. Grissom	07/31/2006	476.00	Uncollectible-Statute of limitation beyond 10 yrs
Maxine Hanks	07/29/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Gwendolyn Harper	07/08/2006	810.00	Uncollectible-Statute of limitation beyond 10 yrs

Juanita B. Harris	07/08/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Jonathan Hatley	07/11/2006	504.00	Uncollectible-Statute of limitation beyond 10 yrs
Barbara D. Heggie	07/10/2006	468.00	Uncollectible-Statute of limitation beyond 10 yrs
Awan K. Henderson	07/12/2006 & 07/13/2006	1114.00	Uncollectible-Statute of limitation beyond 10 yrs
Christopher Henderson	07/22/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Britney Hendricks	07/14/2006	459.00	Uncollectible-Statute of limitation beyond 10 yrs
Angela D. Hunt	07/15/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Bennie C. Jeffreys	07/04/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Joshua Kiser	07/22/2006	48.30	Uncollectible-Statute of limitation beyond 10 yrs
Javoanni B. Kittrell	07/22/2006	404.00	Uncollectible-Statute of limitation beyond 10 yrs
Rashad J. Kittrell	07/14/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Jason M. Lee	07/31/2006	440.00	Uncollectible-Statute of limitation beyond 10 yrs
Jaquasha Lewis	07/02/2006	449.00	Uncollectible-Statute of limitation beyond 10 yrs
Braulio Mata Lopez	07/05/2006	326.00	Uncollectible-Statute of limitation beyond 10 yrs
Loreluis Matuzltima	07/19/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Beatman A. McKnight	07/08/2006	377.00	Uncollectible-Statute of limitation beyond 10 yrs
Elijah Nicholson	07/25/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
O'Brian Overby	07/07/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs

Servet Ozbek	07/23/2006	295.00	Uncollectible-Statute of limitation beyond 10 yrs
Oscar Paschall	07/10/2006 – 07/23/2006	450.00	Uncollectible-Statute of limitation beyond 10 yrs
Delores W. Peltola	07/10/2006	341.00	Uncollectible-Statute of limitation beyond 10 yrs
Joseph Pendergrass	07/19/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Janice Permar	07/17/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
James H. Pernel	07/11/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Maria Prezas	07/28/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
James Price	07/02/2006	459.00	Uncollectible-Statute of limitation beyond 10 yrs
Chadwick W. Pruitt	07/24/2006	422.00	Uncollectible-Statute of limitation beyond 10 yrs
Janet D. Raney	07/12/2006	164.06	Uncollectible-Statute of limitation beyond 10 yrs
William J. Roberson	07/18/2006	233.00	Uncollectible-Statute of limitation beyond 10 yrs
Zenobia A. Robertson	07/31/2006	359.00	Uncollectible-Statute of limitation beyond 10 yrs
Jeffrey M. Rose	07/28/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Wayne N. Russell	07/27/2006	701.00	Uncollectible-Statute of limitation beyond 10 yrs
Denihumberto Sanchez Cortez	07/19/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Angel L. Santana	07/18/2006	701.00	Uncollectible-Statute of limitation beyond 10 yrs
Javier Saumento	07/12/2006	404.00	Uncollectible-Statute of limitation beyond 10 yrs
Peter Seward	07/28/2006	671.07	Uncollectible-Statute of limitation beyond 10 yrs

Rayvel Shearin	07/28/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Tim L. Sidney	07/02/2006	549.00	Uncollectible-Statute of limitation beyond 10 yrs
Chris Small	07/23/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Mary L. Steed	07/10/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Mitchell G. Talley	07/14/2006	431.00	Uncollectible-Statute of limitation beyond 10 yrs
Katherine M. Thomas	07/11/2006	386.00	Uncollectible-Statute of limitation beyond 10 yrs
Chasity Thornburg	07/02/2006	459.00	Uncollectible-Statute of limitation beyond 10 yrs
Mary A. Wardrett	07/03/2006	100.00	Uncollectible-Statute of limitation beyond 10 yrs
David Whitmore	07/04/2006	1114.00	Uncollectible-Statute of limitation beyond 10 yrs
Barbara L. Williams	07/12/2006 & 07/21/2006	781.00	Uncollectible-Statute of limitation beyond 10 yrs
Mary R. Williams	07/31/2006	88.00	Uncollectible-Statute of limitation beyond 10 yrs
Sharon Williams	07/01/2006	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Ruth S. Wimbush	07/07/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Georgia T. Winnegan	07/17/2006	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Denise Winstead	07/04/2006	396.00	Uncollectible-Statute of limitation beyond 10 yrs
Sharon K. Wiseman	07/28/2006	395.00	Uncollectible-Statute of limitation beyond 10 yrs
Alan E. Witherow	07/15/2006	293.95	Uncollectible-Statute of limitation beyond 10 yrs
Kenny G. Woodell	07/27/2006	486.00	Uncollectible-Statute of limitation beyond 10 yrs

Johnny E. Young

07/25/2006

395.00

Uncollectible-Statute of
limitation beyond 10 yrs

TOTAL

\$ 30,079.17

Objectives	Outcomes
<p>1. Producers will increase sales of food locally to more agriculturally aware consumers through market development, producer and consumer education, and new farmer and infrastructure support.</p>	<ul style="list-style-type: none"> ● Kerr-Tar Beekeepers held their August meeting with 16 members. The educational topic was Pesticides In The Hive. The beekeepers stated after the meeting that they now know signs of pesticide poisoning of bees and how to better protect their hives from pesticide poisoning. ● The Vance County Regional Farmers Market continues to operate its successful third season. Customers continue to find a great selection of locally grown produce.
<p>2. Agricultural producers, workers, food handlers and consumers will adopt safer food and agricultural production, handling, and distribution practices that reduce workplace and home injuries/illnesses, enhance food security, and increase the quality and safety of food that North Carolinians prepare and consumers.</p>	
<p>3. Individuals and groups will acquire leadership and decision making capacities needed to guide and actively participate in local and state organizations.</p>	<ul style="list-style-type: none"> ● Samir Alston represented Vance County 4-H at the County Commissioners State Meeting. He learned about the ins and outs of being a commissioner, visited various local government buildings, and completed an interactive assignment where he acted as a county commissioner. He will be attending the upcoming meeting on September 6th to introduce himself and will be interviewing a commissioner to complete his assignment.
<p>4. Youth and adults will address community issues and/or challenges through volunteerism.</p>	<ul style="list-style-type: none"> ● The Vance County Cooperative Extension interns volunteered and did a presentation for the Vance County Seniors.

<p>5. North Carolina's plant, animal and food systems will become more profitable and sustainable.</p>	<ul style="list-style-type: none"> ● This year marked the first time that NC Farm School was held in the Eastern Piedmont region. This multi-session training for new, aspiring and veteran farmers provides them with the tools and knowledge to develop a comprehensive business plan for their operation. Approximately 20 farmers from Vance, Franklin, Wake and Nash Counties participated. Graduation was held this month, and plans are underway to offer the school again next year. ● Cooperative Extension continues to provide technical advice to farmers and landowners who are making decisions about new enterprises, pest management, and land use.
<p>6. Parents and caregivers will effectively use recommended parenting, self care practices and community resources.</p>	<ul style="list-style-type: none"> ● The Vance County Incredible Year's program successfully marketed the program throughout the community and attend several school open houses to sign parents up for the parenting classes kicking off in September.
<p>7. Futures that Work: School to Career Pathways</p>	<ul style="list-style-type: none"> ● Samir Alston represented Vance County 4-H at the County Commissioners State Meeting. He learned about the ins and outs of being a commissioner, visited various local government buildings, and completed in interactive assignment where he acted as a county commissioner. He will be attending the upcoming meeting on September 6th to introduce himself and will be interviewing a commissioner to complete his assignment.
<p>8. Youth and adult program participants will make healthy food choices, achieve the recommended amount of physical activity and reduce risk factors for chronic diseases</p>	<ul style="list-style-type: none"> ● Vance County 4-H recently attended a training in a 4-H curriculum called Health Rocks. Health Rocks is a program aimed to increase youth's knowledge about the dangers of smoking, drinking, and doing drugs. It offers youth alternative activities to engage in as well as exposing them to the short and long term effects of these behaviors. Keisha Wilkins from Pinkston St. Elementary School attended as well as we plan to work together to implement this program at her school. ● EFNEP Kids in the Kitchen (Boys & Girls) had 36 campers. Participants

	<p>began the camping process with a pre-test/concluded with a post evaluation. Campers made healthy snacks and those who did not like fruits, veggies or whole grains were encouraged to at least taste their homemade snacks (Trail Mix, Incredible, edible four food group parfait, Rainbow Pita Pockets, Rainbow Kabobs etc.) Campers were instructed on the value of making healthy food choices. Attended NC A&T's Staff and Faculty Institute. Attended Open House at Pinkston Street Elementary for program recruitment.</p>
<p>9. Consumers and communities will enhance the value of plants, animals, and landscapes while conserving valuable natural resources and protecting the environment.</p>	<ul style="list-style-type: none"> ● Cooperative Extension reaches hundreds of residents each month with research-based garden and landscape management advice through newspaper articles, radio programs, seminars, and Master Gardener outreach. ● A Vermiculture (Earthworm Production) workshop was conducted with five small farmers attending. These five farmers stated on post evaluations that their knowledge of Vermiculture had expanded and would adopt vermiculture and vermicomposting techniques to recycle wastes using earthworms to increase their soil productivity and increase their farms sustainability.
<p>10. Community Outreach</p>	<ul style="list-style-type: none"> ● Vance County 4-H participated in the Henderson-Vance Night Out Against Crime which is an event to address crime in the community. A table was set up to promote youth activities through promotional flyers, brochures, and games. Events like these encourage youth to be more accountable for their community and to give back to those less fortunate.

Vance County Emergency Service
08/01/2016- 08/29/16 Call Breakdown

EMS Calls Totals By Station

Company 9 (Main)	407
Company 1 (Bearpond FD)	87
August 2016 Call Totals	494

EMS Calls By Medical Category

Abdominal Pain	36
Allergies	3
Altered Mental Status	3
Animal Bite	2
Assault	10
Back Pain	5
Breathing Problems	39
Burns	0
CO Poisoning / Hazmat	0
Cardiac Arrest	7
Chest Pain	40
Choking	1
Code Stroke	2
Convulsions / Seizure	19
Diabetic Problem	14
Drowning	1
Electrocution	0
Eye Problem	2
Fall Victim	28
Fire Standby	14
Headache	3
Heart Problems	3
Heat/Cold Exposure	5
Hemorrhage/Laceration	12
Industrial Accident	0
Ingestion/Poisoning	5
Medical Alarm	4
MCI	0
Not Applicable	19
Not Available	4
Not Entered	0
Not Known	3
Pain	5
Pregnancy / Childbirth	4
Psychiatric Problems	7
Respiratory Arrest	0
STEMI	3
Sick Person	86

EMS Calls By Medical Category (cont.)

Stab/Gunshot Wound	4
Stroke/CVA	8
Traffic Accident	38
Transfer / Interfacility	1
Trauma, Arrest	1
Traumatic Injury	13
Unconscious / Fainting	31
Unknown Problems	9
August 2016 Call Totals	494

EMS Calls By Outcome

ALS Assist	6
Cancelled	3
Cancelled Enroute	12
Dead at Scene	6
Fire Standby	7
No Patient Found	24
Not Entered	0
Patient Refused Care	50
Standby	2
Training Chart	0
Treated, Refused transport	25
Treated, Transferred Care	10
Treated, Transported by EMS	349
August 2016 Call Totals	494

* monthly report ended on August 29th

**GRANVILLE-VANCE DISTRICT HEALTH DEPARTMENT
HEALTH DEPARTMENT REPORT**

PROGRAM	JULY 1-31, 2016 (V)
PRENATAL SERVICES (OB)	178
❖ Pregnancy Care Management (OBCM)	106
❖ Postpartum Home Visits	24
❖ Clinical Services	42
❖ New OBs	6
CHILD HEALTH	93
❖ Child Coordination for Children (CC4C)	62
❖ Newborn Home Visits	24
❖ Clinical Services	7
FAMILY PLANNING	83
❖ Clinical Services	73
❖ Pregnancy Tests	10
HIV TESTS	56
STD TESTS	45
TB TESTING	37
❖ PPD	18
❖ PPD Reading	18
❖ TB Cases	1
❖ TB Contacts tested	0
IMMUNIZATIONS	99
❖ Universal	99
❖ Flu	0
LABORATORY TESTS	480
❖ In-house	207
❖ Reference Laboratories	273
ANIMAL BITES/POSSIBLE RABIES EXPOSURE	2
REPORTABLE DISEASE/INVESTIGATION & SURVEILLANCE	112
VITAL RECORDS	89
❖ Births	49
❖ Deaths	40
❖ Fetal Deaths	0
MISCELLANEOUS GENERAL SERVICES (Allergy shots, B12 Injections, Blood Pressure checks, etc.)	0
HOME HEALTH AGENCY	
❖ Unduplicated Census	96
❖ % of Medicare	70%
❖ % of Medicaid	16%
❖ % of Census Other (private insurance, patient pay, workers' comp., etc.)	15%
SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)	Unable to get WIC data at the time

Vickie Boyd 8/5/2016

2016	June	CAT	
04091010399 SKATEEUM SNACK BAR 1248 Coble Blvd. 492-5033	JK 7-6-16 I	2	
04091010346 SUNRISE BISCUIT 333 N Garnett Street 171 John Carmady 492-0257	7-7-16 A 98	4	
04091150003 Billy T's Commissary 423 Welcome Ave 252-425-4500	7-13-16 H	2	
04091010363 THE VILLAGE CAFÉ 221 S Garnett Street 432-2684	7-18-16 A 96	2	
04091010072 WENDY'S 1516 Dabney Drive 181 Wendy's 438-5992	7-18-16 A 98.5	3	
04091015551 S&N MART 1458 Warrenton Road 438-9428	7-18-16 A 95	3	
04091010528 COLLEGE STATION 2840 US 158 By-Pass 131 Ronald Hargrove 492-4073	7-19-16 A 92.5	3	
04091010324 HATTIES RESTAURANT 1012 S Garnett Street 252-915-8912	7-20-16 A 95	4	
04091030074 FARMER JOHN'S 675 Kelly Road 252-492-1846	7-20-16 A 94	2	

2016	June	CAT	
04091040005 MONK'S 1802 WILLOW LANE 252-767-8152	7-21-16 C	2	
04091010311 AYCOCK GRO & GRILL 2641 Vicksboro Road 168 William David Harris 492-8554 W	7-21-16 A 96	3	
04091010397 COVENTRY HOUSE INN 20 Medical Court 690-7096	7-25-16 A 100	4	
04091010164 MAZATLAN 1052 Ruin Creek Road 200 Gavino Flores 438-6062	7-27-16 A 96	4	
04091020068 BROTHER'S FOOD MART 525 S Williams Street 039 Abdo Saleh 492-2088	7-27-16 A 93.5	3	
04091010889 HENDERSON MEXICAN 1101 Nicholas Street 237 Bruno Ramirez 492-2166	7-27-16 A 95	4	
04091016112 ON THE MARK 585 Bearpond Road 492-7755	7-28-16 A 94.5	2	
04091010163 GOLDEN CHINA 1656 N Garnett Street 199 Yun Yu Zheng 492-9131	7-28-16 A 95	4	
04091010391 KANG WANGZ 208 Raleigh Road 492-1441	7-29-16 A 97.5	3	

2016	June	CAT	
I= New Business C= Closed H= Out of Business B= Seasonal T=Transitional	8/2/2016		
<i>Nancy S Bauer</i>			

**VANCE COUNTY PLANNING & DEVELOPMENT
ACTIVITY SUMMARY REPORT
July 26, 2016 - August 25, 2016**

GENERAL ACTIVITY

Type of Activity	Total Records	Fees	Value
Enforcement Cases	17	N/A	N/A
Miscellaneous Fees	24	\$226	N/A
Subdivisions/Plat Reviews	4	\$640	N/A
Zoning Permits	23	\$1,160	N/A
Board of Adjustment	0	\$0	N/A
Planning Board / Rezoning	0	\$0	N/A
Mechanical	20	\$1,715	\$320,576
Electrical	36	\$1,795	\$74,227
Plumbing	21	\$1,100	\$31,316
Water Taps	4	\$500	N/A
** Building **	66	\$18,146	\$3,818,627
TOTAL ALL ACTIVITY	215	\$25,282	\$4,244,746

*** ZONING PERMITS BREAKDOWN ***

Residential Zoning Permits	Total	Fees
Single Family Dwellings	8	\$480
Multi-Family Dwellings	0	\$0
Residential Additions	8	\$420
Commercial	1	\$75
Miscellaneous	1	\$60
Sign	0	\$0
Cell Tower	0	\$0
Perk Test Authorizations	5	\$125
Dev Permit (Kittrell)	0	\$0
TOTAL ZONING PERMITS	23	\$1,160

**** BUILDING PERMITS BREAKDOWN ****

Residential Building Permits	Total	Fees	Value
(SFR) Single Family Residential	3	\$3,675	\$612,000
(MOD) Modular	1	\$689	\$110,506
(SWMH) Single Wide Mobile Home	2	\$365	\$57,741
(DWMH) Double Wide Mobile Home	2	\$670	\$203,541
(TWMH) Triple Wide Mobile Home	0	\$0	\$0
(ADD) Addition	1	\$420	\$28,500
(ACC) Accessory	8	\$505	\$32,473
Remodel	4	\$1,149	\$434,000
Shingles	14	\$975	\$64,476
(Demo) Demolition	6	\$330	\$83,355
Total Residential	41	\$8,778	\$1,626,592
Commercial Building Permits			
(CN) Commercial - New	3	\$275	\$31,000
(CA) Commercial - Addition	0	\$0	\$0
(CU) Commercial - Upfit	6	\$7,763	\$2,121,935
(OC) Occupancy Change	0	\$0	N/A
(FS) Fire/Safety	11	\$605	N/A
Total Commercial	20	\$8,643	\$2,152,935
Misc (Residential & Commercial)	5	\$725	\$39,100
TOTAL BUILDING PERMITS	66	\$18,146	\$3,818,627

Prepared by:	<i>Amy Sencidg</i>
08/26/2016	
Approved by:	<i>Ray Pullman</i>
08/26/2016	

Vance County Planning & Development's
Permits Issued - Zoning Permits
 07/26/16 to 08/25/16

Project Description	Permit Issued Date	Short Address	Owner Name	Total Fees	Parcel ID
Perk test 3 bedrooms 2 baths for new single family home	08/05/2016	152 H R Gillis Ln.	Woodlief, Graham	\$25.00	0494 02016
Perk test 3 bedrooms 2 baths for new DWMH	08/08/2016	Nature Ln.	Chappell Gary W	\$25.00	0326C01008
Perk test 4 bedrooms and 2.5 baths for proposed new SFR	08/12/2016	115 Green Meadow Ln.	Burroughs Susie N.	\$25.00	0528 01114
Perk test 4 bedrooms 2 baths for new DWMH	08/12/2016	305 Old Watkins Rd.	Son Ann	\$25.00	0425 01017
Perk test 4 bedrooms 3 baths	08/24/2016	1898 Old Watkins Rd.	Bobbitt Gean W	\$25.00	0429 01005
Perk/Recert Authorization					
Total Fees		\$125.00			
Permits Issued:		5			
	08/08/2016	6884 S NC 39 Hwy.	Burgess Talmadge Rudd Jr	\$75.00	0550 01011
Zoning - Commercial					
Total Fees		\$75.00			
Permits Issued:		1			
16' above ground pool w/	08/16/2016	370 Jacksontown Rd.	Seward Sacajaw Seward	\$60.00	0602 03003

Temedria K

decking

Zoning - Miscellaneous

Total Fees **\$60.00**

Permits Issued: **1**

12 x 12 deck addition	08/17/2016	83 Hilliard Ln.	Hilliard Norman M	\$60.00	0469 01012
8 x 24 cover for existing porch	08/03/2016	166 Small Pond Ln.	Pendergrass Clifton D Pendergrass Mary	\$60.00	0378 01010
24 x 24 attached garage and 10 x 24 mudroom addition	08/09/2016	7667 Hicksboro Rd.	Lee Linard G Lee Pamela	\$60.00	0356 03014
12x28 storage shed	08/11/2016	1190 Cedar Cove Rd.	Carraraguido James Carraraguido Patricia	\$60.00	0593A01035
14x26 deck	08/05/2016	80 Rice Rd.	Walker Amanda L	\$60.00	0352 01017
24x24 shed	08/08/2016	1920 Flemingtown Rd.	Anstead Ava K Anstead Floyd	\$60.00	0597 03022
ramp	08/18/2016	94 Roberts Ave.	Mabrey Helen C	\$0.00	0452 03021
256 sq ft addition to existing deck	08/10/2016	2374 Gillburg Rd.	Kokoskie Margaret Kinsey Yvonne Y	\$60.00	0464A01060

Zoning - Residential Addition

Total Fees **\$420.00**

Permits Issued: **8**

1991 14 x 76 SWMH 2 bedrooms 2 baths with standard setup	07/27/2016	321 Hidden Lake Ln.	Parken Llc	\$60.00	0457 02006
2016 28 x 48 DWMH with a 4 x48 ramp/walkway, 12 x 12 deck and 12 x 28 screened porch	07/29/2016	311 Kerr Lake Rd.	Jackson David B Jackson Jeannie	\$60.00	0600A05006
1 1/2 story SFR 1707 sq ft heated 1st floor, 1622 sq ft unfinished 2nd floor, 699 sq ft attached garage and 413 sq ft porches/deck	08/12/2016	3443 Stagecoach Rd.	Julie Morgan Newsome	\$60.00	0375 01029
1 story SFR with 2063 heated sq ft, 1120 sq ft unfinished basement, 576 sq ft attached garage, 70 sq ft front porch, 247 sq ft screened porch and 192 sq ft deck	08/12/2016	114 Kings Ct.	Davis Mary Martha	\$60.00	0608 02042
2016 28 x 76 DWMH 3 bedrooms 2 baths with a 6 x 12 front porch and county water	08/03/2016	801 Thomas Rd.	Longmire Emogene M.	\$60.00	0365 01007
1987 14 x 70 SWMH 2 bedrooms 2 baths with standard setup	08/22/2016	134 Deep Water Ln.	Perkins Robert Paul Sr Perkins Beverly Ann	\$60.00	0578 01084
SWMH 16x72	08/17/2016	976 S Lake Lodge Rd.	Matthews Edgar W Matthews Frances	\$60.00	0455 01030
2016 Mobile Home 25x64	08/17/2016	159 Kelly Rd.	Hilliard, Mark D Hilliard, Susan G	\$60.00	0405 01021

Zoning - Single Family

Total Fees **\$480.00**

Permits Issued: **8**

TOTALS:	Total Projects:	23	
	Permits Issued:	23	
	Total Fees:		\$1,160.00

Vance County Planning & Development's
Permits Issued - Building
07/26/16 to 08/25/16

Project Number	Project Description	Permit Issued Date	Short Address	Owner Name	Contractor Name	Value	Total Fees	Parcel ID
DECK - 16 - 1092	adding a roof over an existing deck 8x24	08/03/2016	166 Small Pond Ln.	Pendergrass Clifton D Pendergrass Mary	Home Owner	\$4,000.00	\$110.00	0378 01010
DECK - 16 - 1109	dfe	08/05/2016	80 Rice Rd.	Walker Amanda L	H. M. Pegram, Jr.	\$5,808.00	\$65.00	0352 01017
DECK - 16 - 1114	building a 24x24 shed	08/08/2016	1920 Flemingtown Rd.	Anstead Ava K Anstead Floyd	Home Owner	\$9,000.00	\$55.00	0597 03022
DECK - 16 - 1131	placing a 12x25 fully assembled storage shed on lot	08/11/2016	1190 Cedar Cove Rd.	Carraraguido James Carraraguido Patricia	Home Owner	\$7,527.00	\$55.00	0593A01035
DECK - 16 - 1167	installing pool 16' 4'walk way around pool	08/16/2016	370 Jacksontown Rd.	Seward Sacajaw Seward Temedria K	Home Owner	\$4,000.00	\$55.00	0602 03003
DECK - 16 - 1180	12x12 deck	08/19/2016	83 Hilliard Ln.	Hilliard Norman M	Home Owner	\$938.00	\$55.00	0469 01012
DECK - 16 - 1191	residential ramp 20'x(5x4) landing	08/18/2016	94 Roberts Ave.	Mabrey Helen C	Randolph Wilson	\$400.00	\$55.00	0452 03021
DECK - 16 - 1136	building on to an existing deck 224 sqf	08/10/2016	2374 Gillburg Rd.	Kokoskie Margaret Kinsey Yvonne Y	Home Owner	\$800.00	\$55.00	0464A01060

Building Accessory (R) - Deck/Ramp

Total Value **\$32,473.00** (Avg.: \$4,059.13)
 Total Fees **\$505.00**
 Permits Issued: **8**

ADD - 16 - 1089	24 x 24 attached garage and 10 x 24 mudroom addition	08/09/2016	7667 Hicksboro Rd.	Lee Linard G Lee Pamela	Thomas Guill	\$28,500.00	\$420.00	0356 03014
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Building Addition (R)

Total Value **\$28,500.00** (Avg.: \$28,500.00)
 Total Fees **\$420.00**
 Permits Issued: **1**

MOD - 16 - 1188	Modular home will be on county water	08/24/2016	159 Kelly Rd.	Hilliard, Mark D Hilliard, Susan G	Angela Norwood	\$110,506.00	\$689.00	0405 01021
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Building New Modular (R)

Total Value **\$110,506.00** (Avg.: \$110,506.00)
 Total Fees **\$689.00**
 Permits Issued: **1**

SFR - 16 - 1064	1 1/2 story SFR 1707 sq ft heated 1st floor, 1622 sq ft unfinished 2nd floor, 699 sq ft attached garage	08/12/2016	3443 Stagecoach Rd.	Julie Morgan Newsome	John Edwards	\$235,000.00	\$1,538.00	0375 01029
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SFR - 16 - 1087	and 413 sq ft porches/deck 1 story SFR with 2063 heated sq ft, 1120 sq ft unfinished basement, 576 sq ft attached garage, 70 sq ft front porch, 247 sq ft screened porch and 192 sq ft deck	08/12/2016	114 Kings Ct.	Davis Mary Martha	John Thompson	\$288,000.00	\$1,538.00	0608 02042
SFR - 16 - 1175	new single family dwelling	08/17/2016	123 Lawndale Cir.	Frazier L Opie Jr Frazier Katherine P	Daniel Tharrington	\$89,000.00	\$599.00	0056 01017

Building New Single Family (R)

Total Value	\$612,000.00	(Avg.: \$204,000.00)
Total Fees	\$3,675.00	
Permits Issued:	3	

CN - 16 - 1025	install new piping and sprinkler heads into new warehouse addition	08/01/2016	845 Commerce Dr.	Iams Company Attn Tax Division	Ian Snider	\$25,000.00	\$110.19	0453A01001
CN - 16 - 1026	install new piping and sprinkler heads into new penthouse are	08/01/2016	845 Commerce Dr.	Iams Company Attn Tax Division	Ian Snider	\$5,000.00	\$110.00	0453A01001
CN - 16 - 1044	install door	07/27/2016	410 S Garnett St.	Abdo Saleh Inc	Home Owner	\$1,000.00	\$55.00	0002 02010

Building Permit New (C)

Total Value **\$31,000.00** (Avg.: \$10,333.33)

Total Fees **\$275.19**

Permits Issued: **3**

RMODL - 16 - 0989 repairs from fire damage 07/26/2016 1101 Us 158 Bypass Clark Herman M Clark Mary L. G. Bailey, Jr. \$93,500.00 \$489.00 0411 03012

RMODL - 16 - 1141 replace existing windows and doors, replace roofing damage part of roof extend roof overhangs from 12inch to 18inch , replace siding change screened in porch in to kitchen 340sf 08/19/2016 365 Pine Trl. Wiard Robert K Wiard Brenda K Brian Paynter \$327,000.00 \$330.00 0361C04002

RMODL - 16 - 1209 remodel bathroom 5x10 08/23/2016 2412 Oxford Rd. Edwards Lewis H Edwards Lou C W Abbott \$10,000.00 \$265.00 0047 04006

RMODL - 16 - 1226 frame outside wall 08/24/2016 9026 N NC 39 Hwy. Caulder Vera C H. M. Pegram, Jr. \$3,500.00 \$65.00 0359 01049

Building Remodel (R)

Total Value **\$434,000.00** (Avg.: \$108,500.00)

Total Fees **\$1,149.00**

Permits Issued: **4**

CU - 16 - 0972 Replace existing condensing evaporative condensers with new air 07/26/2016 680 Vanco Mill Rd. Wal-Mart Stores East Lp Daniel Braz \$1,778,600.00 \$5,532.55 0222 04012

	condensers on a new tower, cold storage/industrial refrigeration							
CU - 16 - 1052	new interior upfit in existing shell	08/05/2016	238 Raleigh Rd.	Rosemyr Corporation	Michael Allen Ingram	\$58,000.00	\$905.00	0058 03012
CU - 16 - 1101	building a 66x37 room inside existing manufacturing facility /printer room. 08/15/16 RM -received extra plans for the sprinkler permit for the printer room	08/15/2016	2289 Ross Mill Rd.	Vescom America Real Estate Holdings Llc	Nancy Harvin	\$78,500.00	\$705.00	0213 04001
CU - 16 - 1138	fire sprinkler for new print room inside existing building to be up-fit	08/11/2016	2289 Ross Mill Rd.	Vescom America Real Estate Holdings Llc	Jeffrey Dunn	\$78,500.00	\$110.00	0213 04001
CU - 16 - 1139	install new roofs on the Henry A Dennis office building	08/11/2016	300 S Garnett St.	Vance County	Levi Adam Brooker	\$126,335.00	\$400.00	0002 01006
CU - 16 - 1080	installing a fire protection system on a paint mixing room system will be dry chemical	08/02/2016	390 Raleigh Rd.	Rosemyr Corporation	Tracy Adams	\$2,000.00	\$110.00	0062 02002

Building Upfit/Remodel (C)

Total Value	\$2,121,935.00	(Avg.: \$353,655.83)
Total Fees	\$7,762.55	
Permits Issued:	6	

CELL - 16 - 1091	Add antennas and radios to existing cell tower	08/09/2016	6884 S NC 39 Hwy.	Burgess Talmadge Rudd Jr	Bradley Conn	\$25,000.00	\$255.00	0550 01011
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Cell Tower

Total Value **\$25,000.00** (Avg.: \$25,000.00)

Total Fees **\$255.00**

Permits Issued: **1**

DEMO - 16 - 1090	demo house and shed	08/02/2016	1506 Raleigh Rd.	Ww Properties & Rentals Llc	Phillip White	\$4,000.00	\$55.00	0065 07002
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DEMO - 16 - 1105	demolish old 2 room house	08/04/2016	1550 S Lynnbank Rd.	Boyd Travis Acosta	Home Owner	\$55.00	\$55.00	0467 03009
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DEMO - 16 - 1115	demolish a 1 wall and removing recpticals	08/08/2016	180 Franklin Ln.	Fogleman Frank D Fogleman Donna	Home Owner	\$300.00	\$55.00	0608 02021
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DEMO - 16 - 1163	Demolition permit is in advance of building permitted work	08/15/2016	620 Facet Rd.	Ardagh Glass Inc Fka Saint Gobain Containers Inc	Ed Widman	\$69,000.00	\$55.00	0109 01006
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DEMO - 16 - 1230	demolish house	08/25/2016	526 Raleigh Rd.	Garnett Street Investments Llc	kenneth rodford	\$5,000.00	\$55.00	0064 02003
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DEMO - 16 - 1231	demolish house	08/25/2016	0 Raleigh Rd.	Garnett Street Investments Llc	kenneth rodford	\$5,000.00	\$55.00	0064 02004
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Demolition Permit

Total Value **\$83,355.00** (Avg.: \$13,892.50)

Total Fees **\$330.00**

Permits Issued: 6

FIRA - 16 - 1018	fire alarm upgrade	07/27/2016	845 Commerce Dr.	Iams Company Attn Tax Division	Nicholas Hatley	\$55.00	0453A01001
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Fire Alarm

Total Value **\$0.00** (Avg.: \$0.00)

Total Fees **\$55.00**

Permits Issued: 1

FS - 16 - 1128	fire and safety for ALE license	08/09/2016	2868 S NC 39 Hwy.	New Dixie Oil Corporation	Home Owner	\$55.00	0222 02007
FS - 16 - 1137	fire assessment	08/10/2016	2641 Vicksboro Rd.	Harris William David	Home Owner	\$55.00	0533 01006
FS - 16 - 1155	Fire Safety for ALE license for new business in an existing building	08/12/2016	200 S Garnett St.	Early Dawn Llc	Home Owner	\$55.00	0001 01010
FS - 16 - 1228	fire and safety new owner	08/24/2016	1924 Old Norlina Rd.	Fletcher Gary D Fletcher Janice G	Home Owner	\$55.00	0034 05006
FS - 16 - 1049	fire assessment	07/28/2016	258 Swain St.	Richardson Shirley A.	Willie Hargrove, Jr.	\$55.00	0084 02001
FS - 16 - 1076	change of occupancy	08/01/2016	123 W Main St.	Rosemart Inc	Home Owner	\$55.00	0476 04002
FS - 16 - 1208	fire and safety for ale check	08/23/2016	200 W Andrews Ave.	Almuwallad Abdil Nasser Ahmed Almuwallad Mohammed	Home Owner	\$55.00	0098 09001

Almuwallad

Fire/Safety

Total Value **\$0.00** (Avg.: \$0.00)

Total Fees **\$385.00**

Permits Issued: **7**

FSDC - 16 - 1176	annual fire and safety	08/17/2016	700 Vance Academy Rd.	Boyd Maurice A.	Home Owner	\$55.00	0219 01009
FSDC - 16 - 1214	annual fire & safety	08/24/2016	2001 Thomas Ln.	Durham Lawanda Tyree	Home Owner	\$55.00	0037 03003
FSDC - 16 - 1232	annual fire & safety	08/25/2016	583 Old County Home Rd.	B & B Properties	Home Owner	\$55.00	0220 01002
FSDC - 16 - 1037	annual fire and safety inspection	07/26/2016	420 Red Oak Rd.	Kdswrld Llc	Home Owner	\$55.00	0408 02006C

Fire/Safety - Foster/Day Care

Total Value **\$0.00** (Avg.: \$0.00)

Total Fees **\$220.00**

Permits Issued: **4**

DWMH - 16 - 1061	2016 28 x 48 DWMH with a 4 x48 ramp/walkway, 12 x 12 deck and 12 x 28 screened porch	08/01/2016	311 Kerr Lake Rd.	Jackson David B Jackson Jeannie	Alex Parham, Iii	\$72,798.00	\$310.00	0600A05006
DWMH - 16 - 1099	2016 28 x 76 DWMH 3	08/03/2016	801 Thomas Rd.	Longmire Emogene M.	Alex Parham, Iii	\$130,743.00	\$360.00	0365 01007

bedrooms 2 baths
with a 6 x 12 front
porch and county
water

Manufactured Home Double Wide (R)

Total Value **\$203,541.00** (Avg.: \$101,770.50)
 Total Fees **\$670.00**
 Permits Issued: **2**

SWMH - 16 - 1046	1991 used swmh w air	07/27/2016	321 Hidden Lake Ln.	Parken Llc	David Eatmon	\$2,000.00	\$210.00	0457 02006
SWMH - 16 - 1187	2016 72x16 swmh	08/19/2016	976 S Lake Lodge Rd.	Matthews Edgar W Matthews Frances	Alex Parham, Iii	\$55,741.06	\$155.00	0455 01030

Manufactured Home Single Wide (R)

Total Value **\$57,741.06** (Avg.: \$28,870.53)
 Total Fees **\$365.00**
 Permits Issued: **2**

SHING - 16 - 1081	remove & replacing shingles	08/01/2016	1525 Oakdale Cir.	Hildenbrand Sallie M.	Chris Smoot	\$7,500.00	\$65.00	0014 04012
SHING - 16 - 1108	remove & replace shingles	08/05/2016	80 Rice Rd.	Walker Amanda L	William Harris	\$4,036.00	\$65.00	0352 01017
SHING - 16 - 1119	remove and replace shingles	08/09/2016	37 Walnut St.	Middleburg Baptist Church C*O Marsha Lougee	William Harris	\$3,200.00	\$65.00	0604 03001

SHING - 16 - 1133	remove & replace shingles	08/10/2016	2825 Stewart Farm Rd.	Wright Christopher T.	William Harris	\$4,780.00	\$65.00	0530 02012
SHING - 16 - 1148	remove & replace shingles	08/12/2016	611 Vicksboro Rd.	Small Juanita R	Celia Munoz Perez	\$1,400.00	\$130.00	0532 02024
SHING - 16 - 1149	remove & replace shingles	08/12/2016	806 E Winder St.	Yellow Brick Road Inv. Llc	Celia Munoz Perez	\$1,500.00	\$65.00	0091 04034
SHING - 16 - 1172	remove and replace shingles	08/17/2016	285 Hicksboro Rd.	Terrell Jackie J. Sallie J. Boyd, & Miller J. Parrish	William Harris	\$5,460.00	\$65.00	0405 02009
SHING - 16 - 1173	remove & replace shingles	08/17/2016	35 Bearpond Rd.	Stanton Billy C. & Elsie	Andres Arias	\$7,200.00	\$65.00	0224 02018
SHING - 16 - 1179	remove & replace	08/17/2016	1450 Dabney Rd.	Hobgood Amy H Hobgood Jeffrey	Conly Strickland	\$4,000.00	\$65.00	0405 02023
SHING - 16 - 1206	remove and replace shingles	08/22/2016	1818 Oxford Rd.	Clayton Donald T. & Linda	Gildando Cortez	\$6,500.00	\$65.00	0018 02008
SHING - 16 - 1212	remove slate and replace with shingles	08/23/2016	252 Gholson D Ave.	Rose Charles P. Mrs. Heirs	Home Owner	\$6,000.00	\$65.00	0026 02021
SHING - 16 - 1215	Remove and replace shingles	08/24/2016	630 S Cokesbury Rd.	Pegram Adam H Pegram Allison P	William Harris	\$4,500.00	\$65.00	0534 01006
SHING - 16 - 1227	remove & replace	08/24/2016	3400 Hwy 158 Business	Hawley Mamie B. (Banks)	Celso Cruz Cruz	\$4,600.00	\$65.00	0217 01016
SHING - 16 - 1159	remove & replace shingles	08/15/2016	826 E Montgomery St.	Bryant Edwin A. & Karen	Conly Strickland	\$3,800.00	\$65.00	0077 05008

Shingles

Total Value **\$64,476.00** (Avg.: \$4,605.43)

Total Fees **\$975.00**

Permits Issued: **14**

SIGN - 16 - 1077	vinyl wall sign	08/01/2016	123 W Main St.	Rosemart Inc	Home Owner	\$100.00	\$55.00	0476 04002
SIGN - 16 - 1190	flowers bakeries signage only	08/19/2016	875 S Beckford Dr.	Marketplace Associatesii Ltd	John Kuhls	\$10,000.00	\$205.00	0012 01026A

Sign Permit

Total Value **\$10,100.00** (Avg.: \$5,050.00)

Total Fees **\$260.00**

Permits Issued: **2**

TEMP - 16 - 1058	Vance County fair 1- 40x60 tent and 1-40x40tent	07/29/2016	1427 E Andrews Ave.	Anoviv Realty Of NC Inc	Home Owner	\$4,000.00	\$155.00	0216 02006
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Temporary Structure Permit

Total Value **\$4,000.00** (Avg.: \$4,000.00)

Total Fees **\$155.00**

Permits Issued: **1**

TOTALS:	Square Footage:	34,377.00	(Avg.: 625.04)
	Value:	\$3,818,627.06	(Avg.: \$69,429.58)
	Total Projects:	66	
	Permits Issued:	66	

Total Fees:

\$18,145.74

Vance County Planning & Development's
Planning Activity
07/26/16 to 08/25/16

Project Description	Project Start Date	Short Address	Owner Name	Total Fees
lot division for robert stallings kittrell	08/15/2016	1800 Gillburg Rd.	Stallings Robert V	\$30.00
easement for Alston	08/18/2016	1034 Fred Royster Rd.		\$30.00
Recombination for Norman Hilliard	08/17/2016		Floyd Michael Preston Trustee Floyd Susan Dunbar Trustee	\$30.00
Plan - Plat (Exempt)				
Total Fees		\$90.00		
Hidden Acres 0471 02001 Creation of lots 6-12	07/29/2016	Kenny Ln.	Fitzsimmons Kenneth Fitzsimmons Michelle	\$550.00
Plan - Subdivision (Major)				
Total Fees		\$550.00		
TOTALS:	Total Projects:		4	
	Total Fees:			\$640.00

Vance County Planning & Development's
Planning Activity
07/26/16 to 08/25/16

Project Description	Project Start Date	Short Address	Owner Name	Total Fees
lot division for robert stallings kittrell	08/15/2016	1800 Gillburg Rd.	Stallings Robert V	\$30.00
easement for Alston	08/18/2016	1034 Fred Royster Rd.		\$30.00
Recombination for Norman Hilliard	08/17/2016		Floyd Michael Preston Trustee Floyd Susan Dunbar Trustee	\$30.00
Plan - Plat (Exempt)				
Total Fees		\$90.00		
Hidden Acres 0471 02001 Creation of lots 6-12	07/29/2016	Kenny Ln.	Fitzsimmons Kenneth Fitzsimmons Michelle	\$550.00
Plan - Subdivision (Major)				
Total Fees		\$550.00		
TOTALS:	Total Projects:		4	
	Total Fees:			\$640.00

Vance County Planning & Development's
Permits Issued - Trades
07/26/16 to 08/25/16

Project Description	Permit Issued Date	Short Address	Owner Name	Contractor Name	Value	Total Fees	Parcel ID
add antenna to exterior of building; run coax cable across roof and tie into existing panel	08/03/2016	200 N Cooper Dr.	Wal-Mart Real Estate Bus.trust	Arthur Elwood Spell	\$15,000.00	\$155.00	0213 03008
manual transfer switch for optional portable generator and applicable wiring	07/26/2016	1263 Dabney Dr.	Henderson Parcel 3 Llc	Eric Mark Scanton	\$10,000.00	\$100.00	0013 03053
retrofit T12 Fixtures to T8 Fixtures (35fixtures)	07/29/2016	435 E Andrews Ave.	Alashmli Ahmad	Richard Corell	\$706.67	\$55.00	0078 04010
repair broken pole for buck barns	08/01/2016	16535 N NC 39	Moody Billy J.	Joey A Andrews	\$900.00	\$55.00	0301 01001
remove recepticals	08/08/2016	180 Franklin Ln.	Fogleman Frank D Fogleman Donna	Walter Smith	\$300.00	\$55.00	0608 02021
converted from power reconnection	08/09/2016	214 Walnut B St.	Investment Management Of Hend	Walter Smith	\$500.00	\$-55.00	0023 04006
converted from power reconnection	08/09/2016	216 Walnut North - A St.	Investment Management Of Hend	Walter Smith	\$500.00	\$-55.00	0023 04006
converted from power reconnection	08/09/2016	216 Walnut North - B St.	Investment Management Of	Walter Smith	\$500.00	\$-55.00	0023 04006

Hend

wire new septic pump and alarm	08/23/2016	2100 N Garnett St.	Adams Paul Lancaster	Richard Edwards	\$1,000.00	\$55.00	0034 05003
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Electrical Permit (C)

Total Value **\$29,406.67** (Avg.: \$3,267.41)

Total Fees **\$310.00**

Permits Issued: **9**

install 22kw generator w/smart switch gas hook up	07/27/2016	16939 N NC 39 Hwy.	Baker Lawrence D Baker Fay S	Willis Carpenter, Iii	\$9,000.00	\$110.00	0301 02005D
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install 22kw generator on pad w/smart switch	08/05/2016	1 Lakeside Dr.	Davis James R Davis Diane B	Willis Carpenter, Iii	\$9,625.00	\$110.00	0050 02001
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replaced meter base and changed some ground rods	08/10/2016	255 Tungsten Mine Rd.	Floyd & Raye Lynn Rainey	Home Owner	\$55.00	\$55.00	0325 03019
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repair electric service	08/11/2016	195 Warren Bullock Rd.	Reid Phil E Sr Heirs C*O Harriett Christopher	Dennis Sanford	\$1,000.00	\$55.00	0598 03009
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Change out meter base	08/15/2016	1504 Hibernia Rd.	Reese Robert Dale Reese Sandy	Michael Grissom, Jr.	\$2,000.00	\$55.00	0320 01012
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change out meter base wire house	08/22/2016	413 Parham St.	Metamorphosis Property Development	Terrance Foster	\$1,000.00	\$55.00	0022 05011
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install new generator	08/23/2016	161 Diamond Point Ln.	Steagall Christopher S	Daniel Thomas, Iii	\$1,200.00	\$55.00	0354 01026
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replace bad m/home combo meter main 200amp	07/29/2016	87 Dalton Ln.	Robertson Jacqueline	Robert Breedlove, Jr.	\$950.00	\$55.00	0591B02017
converted from fire assessment to electrical permit to change panel box	07/29/2016	258 Swain St.	Richardson Shirley A.	Willie Hargrove, Jr.	\$800.00	\$-55.00	0084 02001
repair outside service from storm damage	08/01/2016	1721 Raleigh Rd.	Adcox Steven R Sr	Richard Edwards	\$900.00	\$55.00	0066 04002
install generator	08/01/2016	45 Beacon Hill Ln.	Gupton Thomas A	Gene Smith	\$8,500.00	\$55.00	0414A01012
install panel covers and ground bridge, inspect for damaged meter base and correct where tenant had modified meter base to steal power	08/01/2016	8 Dalton Ln.	Robertson Jacqueline	Robert Breedlove, Jr.	\$300.00	\$55.00	0591B01005
wire air handler	08/04/2016	915 Cheatham Mabry Rd.	Lee Linwood George C*O Rochelle Wright	Dennis Davis	\$800.00	\$55.00	0531 01005
install service pole for farm barn	08/05/2016	0 Rock Spring Church Rd.	Culbertson Charles G Culbertson Sherri McMillian	Home Owner	\$700.00	\$55.00	0312 01012
replacing a lung inside meter base	08/09/2016	2134 N Woodland Rd.	Burnette William S Burnette Caroline	Jerry Stallings	\$190.00	\$55.00	0045 01008
22kw on demand generator install on home	08/11/2016	76 Lilly Ln.	Reavis Franklin E Jr Reavis Angela	Dennis Sanford	\$7,000.00	\$55.00	0461C05001
put service back on house	08/11/2016	410 Roosevelt St.	Meadows Rial Heirs	Willie Hargrove, Jr.	\$250.00	\$55.00	0098 07031

Electrical Permit (R)

Total Value **\$44,270.00** (Avg.: \$2,604.12)

Total Fees **\$935.00**

Permits Issued: **17**

connect power has been off for some time	08/19/2016	261 Satterwhite Point Rd. Bldg. A	Blake Jackson William Hester	TBD	\$55.00	\$55.00	0208 06011
power connect	08/19/2016	261 Satterwhite Point Rd. Bldg. A	Blake Jackson William Hester	TBD	\$55.00	\$55.00	0208 06011
power reconnect	08/19/2016	265 Satterwhite Point Rd.	Blake Jackson William Hester	TBD	\$55.00	\$55.00	0208 06011

Electrical Permit Reconnection (C)

Total Value **\$165.00** (Avg.: \$55.00)

Total Fees **\$165.00**

Permits Issued: **3**

reconnect power	08/01/2016	216 Walnut North - B St.	Investment Management Of Hend	Home Owner	\$55.00	\$55.00	0023 04006
power reconnect	08/01/2016	216 Walnut North - A St.	Investment Management Of Hend	Home Owner	\$55.00	\$55.00	0023 04006
power reconnect	08/01/2016	214 Walnut B St.	Investment Management Of Hend	Walter Smith	\$55.00	\$55.00	0023 04006

power has been off for time	07/28/2016	1214 Old Epsom Rd.	Reyna Hernandez	Home Owner	\$55.00	\$55.00	0112 06004
power company wants inspection	08/09/2016	430 Old Epsom Rd.	Second To None Real Estate Inv	Home Owner	\$55.00	\$55.00	0100 01026
Reconnect power that has been off over 1 year	08/12/2016	313 Cone Ln.	Greenway Investment Properties, LLC	Home Owner	\$55.00	\$55.00	0400A01009
power reconnection	08/17/2016	208 Apple St.	Stanley Robert Daniel	Home Owner	\$55.00	\$55.00	0055 04019

Electrical Permit Reconnection (R)

Total Value **\$385.00** (Avg.: \$55.00)

Total Fees **\$385.00**

Permits Issued: **7**

HVAC change out	07/27/2016	907 S Beckford Dr.	Marketplace Cinemas	Dennis Davis	\$9,220.00	\$100.00	0012 01028
set 2-1000g tanks & run lines to gas packs	08/01/2016	987 Carver School Rd.	Vance CO Board Of Education	Jerry William Garner	\$2,635.00	\$100.00	0613 03006
changing out 115 ton chiller and a 150 ton chiller and upgrading AHU 19 and AHU 20	07/29/2016	925 Garrett Rd.	Vance CO Board Of Education	Melvin Ernest Smith	\$192,405.00	\$350.00	0536 02001
change out like for like 5 ton straight AC condenser and cased coil	08/16/2016	208 Dabney Dr.	Watkins & Watkins Development	Andrew Moore	\$7,608.69	\$100.00	0017 02004

change out 90 ton a/c unit with electrical (no duct work)	08/17/2016	100 Comfort Dr.	Pacific COast Feather CO	Michael Brummitt	\$46,399.00	\$140.00	0210 05006
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Mechanical Permit (C)

Total Value **\$258,267.69** (Avg.: \$51,653.54)

Total Fees **\$790.00**

Permits Issued: **5**

change out with electrical 2 1/2 ton a/c unit and indoor coil	07/27/2016	129 Lakeview Dr.	Long Veronica Hall	Michael Brummitt	\$4,102.00	\$55.00	0052 02004
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1st fl replacement of heat pump system and reconnect	07/28/2016	533 Breckenridge St.	Bates Gloria P	Tommy Brown	\$5,697.00	\$55.00	0103 08004
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run gas line	08/09/2016	208 S William St.	Finch Roger Wayne	Jack Carpenter	\$275.00	\$55.00	0477 06001
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replace heat pump and air handler	08/15/2016	1636 Oxford Rd.	Phan Phong Quang	Jeffrey Lee Guard	\$6,750.00	\$55.00	0017 03010
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replace 3.5 ton gas pack	08/16/2016	710 Moody Rd.	Earlyfalsom Properties Inc	Gary Alford	\$5,814.00	\$55.00	0591 02028
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supply and install 2.5 ton evap coil condenser & 15kw electric furnace	08/17/2016	30 Sandy Ln.	Reavis Waverly Reavis Marva	James Bryant	\$2,000.00	\$110.00	0613 04033
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1st floor replacement of air conditioner & gas furnace and reconnect	08/23/2016	141 Country Club Dr.	Wolgemuth Cheryl A. & Husband	Tommy Brown	\$7,300.00	\$55.00	0048 05007
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remove existing mobile home air handler and heat	08/23/2016	1136 Countyline Rd.	Galloway William O Galloway Amy S	Gary Alford	\$5,727.00	\$55.00	0577 01006
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pump. install 2.5 ton
package heat pump

change out heating and cooling system no duct work	08/24/2016	124 W Parker St.	Robinson Laureen H.	Larry Wilder	\$5,995.00	\$55.00	0055 02007
Run gas line to generator	07/26/2016	45 Beacon Hill Ln.	Gupton Thomas A	Jack Carpenter	\$450.00	\$55.00	0414A01012
HVAC change out	08/04/2016	511 Parham Rd.	Wade Theodore L	Dennis Davis	\$3,125.00	\$55.00	0211 05005
HVAC change out	08/04/2016	513 Parham Rd.	Wade Theodore L	Dennis Davis	\$3,125.00	\$55.00	0211 05005
run gas line	08/09/2016	76 Lilly Ln.	Reavis Franklin E Jr Reavis Angela	Jack Carpenter	\$350.00	\$55.00	0461C05001
Install HVAC system with duct work	08/10/2016	915 Cheatham Mabry Rd.	Lee Linwood George C*O Rochelle Wright	Steven Wiggins	\$4,500.00	\$100.00	0531 01005
1st floor heat pump replacement	08/12/2016	74 Catherine Weldon Ln.	Miller Ada E. Fetherson	Tommy Brown	\$7,098.00	\$55.00	0548 01034

Mechanical Permit (R)

Total Value **\$62,308.00** (Avg.: \$4,153.87)

Total Fees **\$925.00**

Permits Issued: **15**

tub to shower conversion w/valve, vanity top & faucet	07/29/2016	162 Southern Ave.	Hatcher Sarah R. & Alex B.	Brad Norman	\$7,735.00	\$55.00	0054 01028A
replace service line fro meter to house	08/16/2016	907 Parkway Dr. Suite # b	Lewis Robert A Powell Dorothy M	Michael Plummer	\$1,300.00	\$55.00	0104 02002

replacing the water heater	08/17/2016	944 Patton Cir.	Turner Madge H.	Paul Loyd	\$1,000.00	\$55.00	0080 01032
gas piping	08/19/2016	1802 Oxford Rd.	Ww Properties & Rentals Lic	Anthony Ranes	\$800.00	\$55.00	0017 10003
install water and sewer lines at barn	07/26/2016	560 Vance Academy Rd.	Boyd Glenn A Boyd Angela W	Matthew Norwood	\$6,000.00	\$55.00	0219 01010
hookup to city water line	07/29/2016	95 St Andrews Church Rd.	Hartland Land Company	Robert Lloyd	\$485.00	\$55.00	0206 03015
new sewer line from house to tap	08/03/2016	149 First St.	Dickerson Robert Thomas	James Bullock	\$1,700.00	\$55.00	0067 03029
replace water line from meter to house	08/08/2016	1825 Willow Ln.	Swain Andrew L Swain Linda	Paul Loyd	\$1,000.00	\$55.00	0085 10024B
install water service line for sprinkler system	08/09/2016	2125 Coleman Pl.	Watkins George Rose Jr.	Kenneth Mosley	\$1,200.00	\$55.00	0040 01013
replacing water line from meter to house	08/11/2016	729 Roanoke Ave.	Hargrove Patricia Laverne	Larry Satterwhite	\$550.00	\$55.00	0008 01007

Plumbing Permit (R)

Total Value **\$21,770.00** (Avg.: \$2,177.00)

Total Fees **\$550.00**

Permits Issued: **10**

connect to county water line	08/02/2016	4790 Stagecoach Rd.	Gregory Margaret Bullock	Larry Satterwhite	\$450.00	\$50.00	0374 02008
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Run water line from meter location to house and disconnect house from well for county water	08/12/2016	5168 Thomas Rd.	Critcher Waverly Inc.	Larry Satterwhite	\$475.00	\$50.00	0333 01022
connect to county water	08/18/2016	52 Legacy Ln.	Callahan Joseph P Callahan Stephanie	Robert Lloyd	\$800.00	\$50.00	0410G01066
connect to county water	08/19/2016	5633 Vicksboro Rd.	Horton Barry N	Kevin Perdue	\$800.00	\$50.00	0540 01002
connect to county water line	07/26/2016	5130 Thomas Rd.	Maultsby Joan P Maultsby Ross C	Kevin Perdue	\$400.00	\$50.00	0336 01012
connect to county water line	08/02/2016	5170 Thomas Rd.	Thomas Colin G Jr C'O John F Thomas	Larry Satterwhite	\$500.00	\$50.00	0333 01023
connect to county water line	08/02/2016	368 Sunset Ln.	Herring Kenneth L Nathan Michele	Larry Satterwhite	\$600.00	\$50.00	0361 01040
connect to county water line	08/02/2016	392 Sunset Ln.	Myers Wayne R Myers Jennifer	Larry Satterwhite	\$1,500.00	\$50.00	0361 01037
connect to county water	08/03/2016	127 Willow Creek Run	Edmonds Jerry Earl Edmonds Joan	Paul Loyd	\$1,000.00	\$50.00	0205 01002F
install water service line	08/16/2016	462 Dabney Woods Ln.	Justice Louis D Jr Justice Linda	Kenneth Mosley	\$1,321.26	\$50.00	0407C03004
hook up to county water	08/18/2016	66 Gun Club Rd.	Guin Daniel	Kenneth Mosley	\$1,700.00	\$50.00	0410 01005

Plumbing VCWD

Total Value **\$9,546.26** (Avg.: \$867.84)

Total Fees **\$550.00**

Permits Issued: 11

TOTALS: Value: **\$426,118.62** (Avg.: \$5,534.01)

Total Projects: 77

Permits Issued: 77

Total Fees: **\$4,610.00**

Vance County Planning & Development's
Planning Activity
07/26/16 to 08/25/16

Project Description	Project Start Date	Short Address	Owner Name	Total Fees
lot division for robert stallings kittrell	08/15/2016	1800 Gillburg Rd.	Stallings Robert V	\$30.00
easement for Alston	08/18/2016	1034 Fred Royster Rd.		\$30.00
Recombination for Norman Hilliard	08/17/2016		Floyd Michael Preston Trustee Floyd Susan Dunbar Trustee	\$30.00
Plan - Plat (Exempt)				
Total Fees		\$90.00		
Hidden Acres 0471 02001 Creation of lots 6-12	07/29/2016	Kenny Ln.	Fitzsimmons Kenneth Fitzsimmons Michelle	\$550.00
Plan - Subdivision (Major)				
Total Fees		\$550.00		
TOTALS:	Total Projects:		4	
	Total Fees:			\$640.00

Vance County Planning & Development's
Activity Report - By Category
07/26/16 to 08/25/16

Category	Account Code	Receipts	Units	Total
Maps, Prints & Products	10342-434208	16	20	\$89.25
Road Signs	70750-500060	1	1	\$100.00
Zoning	10342-434204	1	1	\$25.00
Totals		18	22	\$214.25

Fee Collection Subtotal Report

Sorted by Source

Report for 07/26/2016 to 08/25/2016

Report Date 08/26/2016

Date Paid	Enter Date	ID #	Source	Fee Paid For	How Paid	Account	Receipt	Fee
08/05/2016	08/05/2016		Misc. Fees	MAPS	Billed			\$6.00
08/23/2016	08/23/2016		Misc. Fees	COPIES	Billed			\$6.00
							Fees Collected	\$12.00
08/01/2016	08/01/2016	117381	Plumbing	WATER TAP	Check		RN-00019	\$125.00
08/04/2016	08/04/2016	114718	Plumbing	WATER TAP	Check		RN-00019	\$125.00
08/17/2016	08/17/2016	116636	Plumbing	WATER TAP	Credit Card		RN-00019	\$125.00
08/23/2016	08/23/2016	116934	Plumbing	WATER TAP	Credit Card		RN-00019	\$125.00
							Fees Collected	\$500.00
							Total Fees Collected	\$512.00

Water Tap Report

Report for 07/26/2016 to 08/25/2016

Report Date 08/26/2016

Notification Number	Notification Date	Notification Type	Property Parcel Number	Property Location	Owner Name	Type of Tap	Tap Fee
U2016-0303	08/01/20	WATER TAP	0540 01002	5633 VICKSBORO RD	HORTON, BARRY N	WATER TAP	\$125
U2016-0304	08/04/20	WATER TAP	0333 01022	5168 THOMAS RD	CRITCHER, WAVERLY INC	WET TAP	\$125
U2016-0305	08/17/20	WATER TAP	0528 01022	1874 CAREY CHAPEL RD	TRAN, CHI & CATHERINE	WET TAP	\$125
U2016-0306	08/23/20	WATER TAP	0532 01002	256 STEWART FARM RD	WALKER, KRISTY	WATER TAP	\$125

Summary

Notifications Issued: 4

Water Tap Fees Total: \$500.00

Miscellaneous Fee Summary

Report for 07/26/2016 to 08/25/2016

Report Date 08/26/2016

Item	Applicant	How Paid	Receipt	Fee	Paid
MAPS	CAROLINA TIMBER BROKERS	Billed		\$6.00	08/05/2016
COPIES	FRAZCO	Billed		\$6.00	08/23/2016

Total Fee Count: 2

Fees Total: \$12.00

Total Adjustment Count: 0

Total Adjustments:

Total Transactions: 2

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100 REAL AND LISTED PERSONAL
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/ DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
2000	00 VANCE COUNTY TAXES	122,344.23		100,174.16		21,524.95		645.12
	A ASSESSMENT	27,900.00		17,234.52		10,665.48		
	L LATE LISTING	86.71		6.59		80.12		
	* YEAR TOTAL	150,330.94		117,415.27		32,270.55	99.58	645.12
2001	00 VANCE COUNTY TAXES	199,122.20		130,646.17		67,251.26		1,224.77
	A ASSESSMENT	37,026.89		23,726.14		13,300.75		
	L LATE LISTING	165.27		136.13		29.14		
	* YEAR TOTAL	236,314.36		154,508.44		80,581.15	99.49	1,224.77
2002	00 VANCE COUNTY TAXES	240,406.36		203,439.02		36,576.44		390.90
	A ASSESSMENT	46,875.00		35,174.85		11,700.15		
	L LATE LISTING	2,745.38		1,370.39		1,374.99		
	* YEAR TOTAL	290,026.74		239,984.26		49,651.58	99.87	390.90
2003	00 VANCE COUNTY TAXES	289,381.07		260,500.41		24,516.80		4,363.86
	A ASSESSMENT	60,244.20		49,900.92		10,268.28		75.00
	L LATE LISTING	2,607.42		1,566.00		1,001.37		40.05
	* YEAR TOTAL	352,232.69		311,967.33		35,786.45	98.73	4,478.91
2004	00 VANCE COUNTY TAXES	379,828.78	901.28	354,636.67		22,031.48		3,160.63
	A ASSESSMENT	71,100.00		62,517.42		8,507.58		75.00
	L LATE LISTING	1,352.83		1,005.40		310.58		36.85
	* YEAR TOTAL	452,281.61	901.28	418,159.49		30,849.64	99.28	3,272.48
2005	00 VANCE COUNTY TAXES	617,234.18		589,161.03		11,982.00		16,091.15
	A ASSESSMENT	127,695.00		116,582.57		3,407.00		7,705.43
	L LATE LISTING	1,996.39		1,549.43		34.31		412.65
	* YEAR TOTAL	746,925.57		707,293.03		15,423.31	96.76	24,209.23
2006	00 VANCE COUNTY TAXES	4,705,597.14	11,816.19	4,677,177.96		12,044.96		16,374.22
	A ASSESSMENT	647,352.04		633,597.79		3,979.81		9,774.44
	L LATE LISTING	5,123.65		4,491.56		130.22		501.87
	* YEAR TOTAL	5,358,072.83	11,816.19	5,315,267.31		16,154.99	99.51	26,650.53
2007	00 VANCE COUNTY TAXES	16,516,588.68	21,869.50	16,483,057.29		15,593.83		17,937.56

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100 REAL AND LISTED PERSONAL
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/ DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
	A ASSESSMENT	1,780,913.04		1,767,349.24		5,718.80		7,845.00
	L LATE LISTING	7,783.59		7,472.30		44.63		266.66
	* YEAR TOTAL	18,305,285.31	21,869.50	18,257,878.83		21,357.26	99.86	26,049.22
2008	00 VANCE COUNTY TAXES	18,501,368.11	36,640.61	18,457,744.60		23,000.89		20,622.62
	A ASSESSMENT	1,934,885.01		1,915,635.12		7,907.47		11,342.42
	L LATE LISTING	7,805.78		7,197.35		116.15		492.28
	* YEAR TOTAL	20,444,058.90	36,640.61	20,380,577.07		31,024.51	99.85	32,457.32
2009	00 VANCE COUNTY TAXES	18,208,394.81	3,665.66	18,159,199.86		28,536.52		20,658.43
	A ASSESSMENT	1,934,672.50		1,912,933.78		10,554.50		11,184.22
	L LATE LISTING	10,545.82		10,046.37		66.94		432.51
	* YEAR TOTAL	20,153,613.13	3,665.66	20,082,180.01		39,157.96	99.84	32,275.16
2010	00 VANCE COUNTY TAXES	18,236,686.34	7,148.78	18,158,107.45		53,855.01		24,723.88
	A ASSESSMENT	1,959,510.00		1,924,363.99		20,912.50		14,233.51
	L LATE LISTING	20,586.48		14,535.09		5,337.93		713.46
	* YEAR TOTAL	20,216,782.82	7,148.78	20,097,006.53		80,105.44	99.81	39,670.85
2011	00 VANCE COUNTY TAXES	18,773,059.43	238,861.19	18,424,314.72		305,816.76		42,927.95
	A ASSESSMENT	2,029,845.00	15,210.00	1,961,717.65		51,321.77		16,805.58
	L LATE LISTING	64,093.56	52,876.14	42,162.92		19,250.90		2,679.74
	* YEAR TOTAL	20,866,997.99	306,947.33	20,428,195.29		376,389.43	99.71	62,413.27
2012	00 VANCE COUNTY TAXES	19,656,450.38	424,167.90	19,138,808.60		405,663.15		111,978.63
	A ASSESSMENT	2,046,087.50	27,357.50	1,963,181.21		57,309.08		25,597.21
	L LATE LISTING	82,972.04	64,306.93	47,667.73		27,590.48		7,713.83
	* YEAR TOTAL	21,785,509.92	515,832.33	21,149,657.54		490,562.71	99.34	145,289.67
2013	00 VANCE COUNTY TAXES	19,746,595.08	164,244.68	19,368,645.09		265,999.31		111,950.68
	A ASSESSMENT	2,036,960.00	8,885.00	1,956,554.40		47,552.50		32,853.10
	L LATE LISTING	42,307.82	19,399.94	34,006.52		3,771.28		4,530.02
	* YEAR TOTAL	21,825,862.90	192,529.62	21,359,206.01		317,323.09	99.32	149,333.80
2014	00 VANCE COUNTY TAXES	19,826,172.17	170,007.09	19,449,265.51		163,898.46		213,008.20
	A ASSESSMENT	2,000,300.00	22,100.00	1,934,008.28		29,172.50		37,119.22
	L LATE LISTING	37,614.91	19,555.75	23,090.59		6,932.35		7,591.97

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100 REAL AND LISTED PERSONAL
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/ DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
*	YEAR TOTAL	21,864,087.08	211,662.84	21,406,364.38		200,003.31	98.83	257,719.39
2015 00	VANCE COUNTY TAXES	19,985,562.80	445,693.84	19,087,061.56		147,028.20		751,473.04
A	ASSESSMENT	1,957,485.00	18,345.00	1,848,875.04		10,075.00		98,534.96
L	LATE LISTING	77,582.22	69,538.27	25,002.30		28,823.65		23,756.27
*	YEAR TOTAL	22,020,630.02	533,577.11	20,960,938.90		185,926.85	96.04	873,764.27
2016 00	VANCE COUNTY TAXES	96,034.68	96,034.68	14,868.11		1,150.78		80,015.79
A	ASSESSMENT	16,060.00	16,060.00	6,281.43		732.50		9,046.07
L	LATE LISTING	24,402.84	24,402.84	721.65		47.33		23,633.86
*	YEAR TOTAL	136,497.52	136,497.52	21,871.19		1,930.61	17.44	112,695.72
**	REV UNT TOT	195,205,510.33	1,979,088.77	191,408,470.88		2,004,498.84	99.09	1,792,540.61

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/ YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2000	00 VANCE COUNTY TAXES	51,147.03		15,739.14		35,307.78		100.11
	* YEAR TOTAL	51,147.03		15,739.14		35,307.78	99.81	100.11
2001	00 VANCE COUNTY TAXES	61,032.85		19,463.85		41,562.69		6.31
	* YEAR TOTAL	61,032.85		19,463.85		41,562.69	99.99	6.31
2002	00 VANCE COUNTY TAXES	64,790.81		28,623.03		36,167.78		
	* YEAR TOTAL	64,790.81		28,623.03		36,167.78	100.00	
2003	00 VANCE COUNTY TAXES	65,201.36		33,554.98		31,646.38		
	* YEAR TOTAL	65,201.36		33,554.98		31,646.38	100.00	
2004	00 VANCE COUNTY TAXES	79,393.27		49,371.22		30,022.05		
	* YEAR TOTAL	79,393.27		49,371.22		30,022.05	100.00	
2005	00 VANCE COUNTY TAXES	232,362.23		202,864.67		40.07		29,457.49
	* YEAR TOTAL	232,362.23		202,864.67		40.07	87.33	29,457.49
2006	00 VANCE COUNTY TAXES	1,709,684.20		1,680,139.30		264.42		29,280.48
	L LATE LISTING	.30-		.30-				
	* YEAR TOTAL	1,709,683.90		1,680,139.00		264.42	98.29	29,280.48
2007	00 VANCE COUNTY TAXES	2,672,490.30		2,643,633.95		1,550.06		27,306.29
	* YEAR TOTAL	2,672,490.30		2,643,633.95		1,550.06	98.98	27,306.29
2008	00 VANCE COUNTY TAXES	2,377,859.90		2,353,626.45		623.51		23,609.94
	L LATE LISTING	.03-		.03-				
	* YEAR TOTAL	2,377,859.87		2,353,626.42		623.51	99.01	23,609.94
2009	00 VANCE COUNTY TAXES	2,026,433.15		1,998,689.49		1,922.37		25,821.29
	L LATE LISTING	.02-		.02-				
	* YEAR TOTAL	2,026,433.13		1,998,689.47		1,922.37	98.73	25,821.29

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 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/ YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIGINAL DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
2010	00 VANCE COUNTY TAXES	1,794,422.05	3,658.97	1,743,177.01		27,132.76		24,112.28
	* YEAR TOTAL	1,794,422.05	3,658.97	1,743,177.01		27,132.76	98.66	24,112.28
2011	00 VANCE COUNTY TAXES	2,231,343.97	11,437.28	2,153,126.61		49,333.46		28,883.90
	* YEAR TOTAL	2,231,343.97	11,437.28	2,153,126.61		49,333.46	98.71	28,883.90
2012	00 VANCE COUNTY TAXES	2,154,248.50	5,477.76	2,064,719.27		55,247.12		34,282.11
	* YEAR TOTAL	2,154,248.50	5,477.76	2,064,719.27		55,247.12	98.41	34,282.11
2013	00 VANCE COUNTY TAXES	1,319,211.80	5,342.72	1,258,821.18		29,769.71		30,620.91
	* YEAR TOTAL	1,319,211.80	5,342.72	1,258,821.18		29,769.71	97.68	30,620.91
2014	00 VANCE COUNTY TAXES	3,592.87	879.64	3,115.49		83.85		393.53
	* YEAR TOTAL	3,592.87	879.64	3,115.49		83.85	89.05	393.53
2015	00 VANCE COUNTY TAXES	310.14	310.14	291.18				18.96
	* YEAR TOTAL	310.14	310.14	291.18			93.89	18.96
	** REV UNT TOT	16,843,524.08	27,106.51	16,248,956.47		340,674.01	98.50	253,893.60

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150 PUBLIC UTILITIES
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VANCE COUNTY
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REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2003	00 VANCE COUNTY TAXES	77.41		74.57		2.84		
	* YEAR TOTAL	77.41		74.57		2.84	100.00	
2006	00 VANCE COUNTY TAXES	354,990.15		354,990.15			100.00	
	* YEAR TOTAL	354,990.15		354,990.15			100.00	
2007	00 VANCE COUNTY TAXES	559,394.08		559,394.08			100.00	
	L LATE LISTING	12.67		12.67				
	* YEAR TOTAL	559,406.75		559,406.75			100.00	
2008	00 VANCE COUNTY TAXES	641,262.39		641,262.39			100.00	
	* YEAR TOTAL	641,262.39		641,262.39			100.00	
2009	00 VANCE COUNTY TAXES	622,975.47		622,975.47			100.00	
	L LATE LISTING	24.24		24.24				
	* YEAR TOTAL	622,999.71		622,999.71			100.00	
2010	00 VANCE COUNTY TAXES	605,674.17		605,674.17			100.00	
	* YEAR TOTAL	605,674.17		605,674.17			100.00	
2011	00 VANCE COUNTY TAXES	609,356.48		609,356.48			100.00	
	* YEAR TOTAL	609,356.48		609,356.48			100.00	
2012	00 VANCE COUNTY TAXES	607,921.29		607,921.29			100.00	
	* YEAR TOTAL	607,921.29		607,921.29			100.00	
2013	00 VANCE COUNTY TAXES	608,310.46		608,310.46			100.00	
	* YEAR TOTAL	608,310.46		608,310.46			100.00	
2014	00 VANCE COUNTY TAXES	609,191.68		608,276.86				914.82
	* YEAR TOTAL	609,191.68		608,276.86		99.85		914.82

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150 PUBLIC UTILITIES
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VANCE COUNTY
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REVENUE UNIT/YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIGINAL DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DISCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2015 00	VANCE COUNTY TAXES	688,091.16	24.26	687,975.61		1.58		113.97
*	YEAR TOTAL	688,091.16	24.26	687,975.61		1.58	99.99	113.97
**	REV UNT TOT	5,907,281.65	24.26	5,906,248.44		4.42	99.99	1,028.79

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100 REAL AND LISTED PERSONAL
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VANCE COUNTY
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REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2002	12 FIRE DISTRICT TAXES	4,124.55		3,317.20		807.35		
*	YEAR TOTAL	4,124.55		3,317.20		807.35	100.00	
2003	12 FIRE DISTRICT TAXES	6,729.53		6,036.18		573.59		119.76
*	YEAR TOTAL	6,729.53		6,036.18		573.59	98.23	119.76
2004	12 FIRE DISTRICT TAXES	8,740.21	28.59	8,172.70		487.65		79.86
*	YEAR TOTAL	8,740.21	28.59	8,172.70		487.65	99.09	79.86
2005	12 FIRE DISTRICT TAXES	13,511.98		12,946.05		187.94		377.99
L	LATE LISTING			.20		.20-		
*	YEAR TOTAL	13,511.98		12,946.25		187.74	97.21	377.99
2006	12 FIRE DISTRICT TAXES	89,836.07	404.13	89,273.57		184.94		377.56
*	YEAR TOTAL	89,836.07	404.13	89,273.57		184.94	99.58	377.56
2007	12 FIRE DISTRICT TAXES	342,310.78	723.66	341,691.04		231.37		388.37
*	YEAR TOTAL	342,310.78	723.66	341,691.04		231.37	99.89	388.37
2008	12 FIRE DISTRICT TAXES	397,167.68	1,220.07	396,329.79		412.35		425.54
L	LATE LISTING			.17		.21-		.04
*	YEAR TOTAL	397,167.68	1,220.07	396,329.96		412.14	99.90	425.58
2009	12 FIRE DISTRICT TAXES	403,358.41	120.39	402,413.46		475.34		469.61
L	LATE LISTING			1.26		1.58-		.32
*	YEAR TOTAL	403,358.41	120.39	402,414.72		473.76	99.89	469.93
2010	12 FIRE DISTRICT TAXES	402,067.02	235.37	400,649.80		817.68		599.54
L	LATE LISTING			1.98		2.30-		.32
*	YEAR TOTAL	402,067.02	235.37	400,651.78		815.38	99.86	599.86
2011	12 FIRE DISTRICT TAXES	413,720.18	4,886.84	406,433.45		6,366.78		919.95

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100 REAL AND LISTED PERSONAL
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/YEAR

PAGE 12
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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	L LATE LISTING	1,123.56	859.87	673.97		418.56		31.03
	* YEAR TOTAL	414,843.74	5,746.71	407,107.42		6,785.34	99.78	950.98
2012	12 FIRE DISTRICT TAXES	666,994.21	7,263.01	633,570.21		31,636.09		1,787.91
	L LATE LISTING	1,961.06	1,180.07	1,498.39		418.69		43.98
	* YEAR TOTAL	668,955.27	8,443.08	635,068.60		32,054.78	99.73	1,831.89
2013	12 FIRE DISTRICT TAXES	655,653.87	4,628.49	645,993.09		6,186.94		3,473.84
	L LATE LISTING	1,340.28	323.26	1,155.50		138.15		46.63
	* YEAR TOTAL	656,994.15	4,951.75	647,148.59		6,325.09	99.47	3,520.47
2014	12 FIRE DISTRICT TAXES	649,950.65	5,833.35	638,339.04		4,674.65		6,936.96
	L LATE LISTING	1,199.80	420.65	899.18		196.38		104.24
	* YEAR TOTAL	651,150.45	6,254.00	639,238.22		4,871.03	98.92	7,041.20
2015	12 FIRE DISTRICT TAXES	647,489.28	7,381.65	623,192.03		5,905.51		18,391.74
	L LATE LISTING	1,625.22	1,352.19	411.38		1,154.13		59.71
	* YEAR TOTAL	649,114.50	8,733.84	623,603.41		7,059.64	97.16	18,451.45
2016	12 FIRE DISTRICT TAXES	1,397.77	1,397.77	707.69		55.35		634.73
	L LATE LISTING	169.69	169.69	26.05		2.40		141.24
	* YEAR TOTAL	1,567.46	1,567.46	733.74		57.75	50.50	775.97
	** REV UNT TOT	4,710,471.80	38,429.05	4,613,733.38		61,327.55	99.25	35,410.87
	*** GROUP TOTAL	246,579,821.09	2,821,796.97	241,682,305.18		2,416,299.37	99.00	2,481,216.54

DATE 7/29/16
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 USER SHARON

200 REGISTERED VEHICLE
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/ YEAR

PAGE 29
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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/ DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
2002	12 FIRE DISTRICT TAXES	727.43		385.85		341.58		
	* YEAR TOTAL	727.43		385.85		341.58	100.00	
2003	12 FIRE DISTRICT TAXES	1,378.08		786.42		591.66		
	* YEAR TOTAL	1,378.08		786.42		591.66	100.00	
2004	12 FIRE DISTRICT TAXES	1,770.44		1,170.00		600.44		
	* YEAR TOTAL	1,770.44		1,170.00		600.44	100.00	
2005	12 FIRE DISTRICT TAXES	5,276.33		4,693.92		1.32		581.09
	* YEAR TOTAL	5,276.33		4,693.92		1.32	88.99	581.09
2006	12 FIRE DISTRICT TAXES	40,840.25		40,310.50		7.62		522.13
	* YEAR TOTAL	40,840.25		40,310.50		7.62	98.73	522.13
2007	12 FIRE DISTRICT TAXES	63,154.07		62,578.99		46.40		528.68
	* YEAR TOTAL	63,154.07		62,578.99		46.40	99.17	528.68
2008	12 FIRE DISTRICT TAXES	56,307.26		55,842.40		16.43		448.43
	* YEAR TOTAL	56,307.26		55,842.40		16.43	99.21	448.43
2009	12 FIRE DISTRICT TAXES	48,832.57		48,159.02		41.41		632.14
	* YEAR TOTAL	48,832.57		48,159.02		41.41	98.71	632.14
2010	12 FIRE DISTRICT TAXES	42,756.54	102.48	41,930.87		262.08		563.59
	* YEAR TOTAL	42,756.54	102.48	41,930.87		262.08	98.69	563.59
2011	12 FIRE DISTRICT TAXES	53,858.96	284.46	52,253.66		969.29		636.01
	* YEAR TOTAL	53,858.96	284.46	52,253.66		969.29	98.82	636.01
2012	12 FIRE DISTRICT							

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 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/YEAR

PAGE 30
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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	TAXES	67,638.35	174.39	65,343.18		1,251.99		1,043.18
*	YEAR TOTAL	67,638.35	174.39	65,343.18		1,251.99	98.46	1,043.18
2013	12 FIRE DISTRICT TAXES	48,243.68	202.41	46,310.48		933.21		999.99
*	YEAR TOTAL	48,243.68	202.41	46,310.48		933.21	97.93	999.99
2014	12 FIRE DISTRICT TAXES	112.52	43.70	94.26		4.29		13.97
*	YEAR TOTAL	112.52	43.70	94.26		4.29	87.59	13.97
2015	12 FIRE DISTRICT TAXES	.96	.96					.96
*	YEAR TOTAL	.96	.96					.96
**	REV UNT TOT	430,897.44	808.40	419,859.55		5,067.72	98.62	5,970.17
***	GROUP TOTAL	21,536,372.01	33,374.46	20,710,196.82		473,241.28	98.37	352,933.91

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200 REGISTERED VEHICLE
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VANCE COUNTY
LEVY COLLECTED REPORT
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REVENUE UNIT/YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING

****	GRAND TOTAL	276,105,523.48	2,855,199.76	270,380,025.49		2,889,541.36	98.98	2,835,956.63

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150 PUBLIC UTILITIES
 REVENUE UNIT: ALL

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2006	12 FIRE DISTRICT TAXES	7,269.34		7,269.34				
*	YEAR TOTAL	7,269.34		7,269.34			100.00	
2007	12 FIRE DISTRICT TAXES	9,800.62		9,800.62				
*	YEAR TOTAL	9,800.62		9,800.62			100.00	
2008	12 FIRE DISTRICT TAXES	10,987.24		10,987.24				
*	YEAR TOTAL	10,987.24		10,987.24			100.00	
2009	12 FIRE DISTRICT TAXES	10,969.95		10,969.95				
*	YEAR TOTAL	10,969.95		10,969.95			100.00	
2010	12 FIRE DISTRICT TAXES	10,818.60		10,818.60				
*	YEAR TOTAL	10,818.60		10,818.60			100.00	
2011	12 FIRE DISTRICT TAXES	11,212.98		11,212.98				
*	YEAR TOTAL	11,212.98		11,212.98			100.00	
2012	12 FIRE DISTRICT TAXES	17,464.01		17,464.01				
*	YEAR TOTAL	17,464.01		17,464.01			100.00	
2013	12 FIRE DISTRICT TAXES	17,835.77		17,835.77				
*	YEAR TOTAL	17,835.77		17,835.77			100.00	
2014	12 FIRE DISTRICT TAXES	18,076.29		18,076.29				
*	YEAR TOTAL	18,076.29		18,076.29			100.00	
2015	12 FIRE DISTRICT TAXES	21,895.14	1.06	21,893.20				1.94
*	YEAR TOTAL	21,895.14	1.06	21,893.20			100.00	1.94
**	REV UNT TOT	136,329.94	1.06	136,328.00			100.00	1.94

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150 PUBLIC UTILITIES
REVENUE UNIT: ALL

VANCE COUNTY
LEVY COLLECTED REPORT
AS OF RUN DATE

REVENUE UNIT/ YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/ DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/ DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/ A COLL %	LEVY OUTSTANDING
***	GROUP TOTAL	7,989,330.38	28.33	7,987,523.49		.71	99.98	1,806.18

VANCE COUNTY
 TAX COLLECTIONS REPORT ALL RGDS BY UNIT/YEAR
 DEPOSIT DATE RANGE 7/01/2016 THRU 7/31/2016
 YEAR RANGE 2000 THRU 2016

REVENUE UNIT: 00 VANCE COUNTY

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2016		11,327.31	120,762.24		1,522.83	119,239.41	1,454.69	15,589.76	103,649.65
2015	19,547,912.91		1,353,432.73	726.17	325,652.75	20,575,692.89	54,516.46	19,800,330.65	775,362.24
2014	714,771.98		29,293.35		39,533.22	704,532.11	13,759.23	482,623.59	221,908.52
2013	358,064.23		20,195.39		30,580.87	347,678.75	3,079.64	200,577.14	147,101.61
2012	240,265.84		14,766.95		22,655.75	232,377.04	4,694.43	78,402.47	153,974.57
2011	130,979.19		7,542.88		12,494.23	126,027.84	1,808.52	51,536.25	74,491.59
2010	84,453.91		233.93		3,054.64	81,633.20	558.98	32,083.58	49,549.62
2009	53,653.78		101.15		1,367.32	52,387.61	215.39	5,580.95	46,806.66
2008	47,990.26				528.52	47,461.74	186.43	2,736.90	44,724.84
2007	47,286.74				178.67	47,108.07	278.54	1,597.56	45,510.51
2006	47,654.05				178.67	47,475.38	151.88	1,318.81	46,156.57
2005	47,435.05				157.28	47,277.77		1,316.48	45,961.29
2004	3,345.44				107.46	3,237.98		40.50	3,197.48
2003	4,699.92					4,699.92		296.01	4,403.91
2002	390.90					390.90			390.90
2001	1,387.09					1,387.09		156.01	1,231.08
2000	745.23					745.23			745.23
TOTAL	21,331,036.52	11,327.31	1,546,328.62	726.17	438,012.21	22,439,352.93	80,704.19	20,674,186.66	1,765,166.27
CURRENT INTEREST & COLLECTORS FEES							5,357.33	115,942.46	
PRIOR INTEREST & COLLECTORS FEES							9,930.51	206,331.38	
TOTAL INTEREST & COLLECTORS FEES							15,287.84	322,273.84	
TOTAL PRIOR YEARS TAXES							24,733.04	858,266.25	
TOTAL TAXES & INTEREST & COLLECTORS FEES							95,992.03	20,996,460.50	
DISCOVERIES TAXES & INTEREST							1,616.94	17,358.34	

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VANCE COUNTY
TAX COLLECTIONS REPORT ALL RGDS BY UNIT/YEAR
DEPOSIT DATE RANGE 7/01/2016 THRU 7/31/2016
YEAR RANGE 2000 THRU 2016

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REVENUE UNIT: 00 VANCE COUNTY

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
-----							94,537.34	20,980,870.74	

NET									
CURRENT YEAR PERCENTAGE	96.23					DM/ INTEREST			

REVENUE UNIT: 12 FIRE DISTRICT

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2016		552.51	1,583.86		74.15	1,509.71	70.05	733.74	775.97
2015	640,380.66		35,015.63	35.17	11,445.33	663,950.96	1,917.67	645,496.61	18,454.35
2014	23,415.10		458.52		1,259.63	22,613.99	549.45	15,558.82	7,055.17
2013	11,290.40		352.15		1,023.90	10,618.65	107.52	6,098.19	4,520.46
2012	5,545.34		283.06		723.86	5,104.54	215.41	2,229.47	2,875.07
2011	2,732.41		19.09		330.32	2,421.18	58.87	834.19	1,586.99
2010	1,899.35		7.77		47.37	1,859.75	16.80	696.30	1,163.45
2009	1,281.38		3.36		19.55	1,265.19	3.42	163.12	1,102.07
2008	941.13					941.13	3.53	67.12	874.01
2007	958.01					958.01	5.43	40.96	917.05
2006	915.55					915.55	3.77	15.86	899.69
2005	971.93					971.93		12.85	959.08
2004	81.21					81.21		1.35	79.86
2003	125.74					125.74		5.98	119.76
2002									
2001									
TOTAL	690,538.21	552.51	37,723.44	35.17	14,924.11	713,337.54	2,951.92	671,954.56	41,382.98
CURRENT INTEREST & COLLECTORS FEES							136.20	2,833.33	
PRIOR INTEREST & COLLECTORS FEES							185.08	4,447.95	
TOTAL INTEREST & COLLECTORS FEES							321.28	7,281.28	
TOTAL PRIOR YEARS TAXES							964.20	25,724.21	
TOTAL TAXES & INTEREST & COLLECTORS FEES							3,273.20	679,235.84	
DISCOVERIES TAXES & INTEREST							77.69	810.93	
NET							3,203.15	678,502.10	

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VANCE COUNTY
TAX COLLECTIONS REPORT ALL RGDS BY UNIT/YEAR
DEPOSIT DATE RANGE 7/01/2016 THRU 7/31/2016
YEAR RANGE 2000 THRU 2016

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REVENUE UNIT: 12 FIRE DISTRICT

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE

CURRENT YEAR PERCENTAGE	97.22								

					DMV INTEREST				

NORTH CAROLINA DIVISION OF VETERANS AFFAIRS

ACTIVITIES REPORTING FORM

County/District:		Vance #6										Year	Month	2016	August																
Date	Name	Correspondence Out			Request for Service (Telephone and In-Person)								Written Action Taken (claims & development)																		
		Faxes/E-mail	Written	Other	Telephone Calls & In Person	In-Person							4138-development and follow-up	Compensation	DIC	Appeals - NOD; Form 9	Veteran's Pension	Widow's Pension	EVR - 21-8416	Education and Scholarships	Department of Defense	Medical	North Carolina Benefits	Presentations and briefings	Miscellaneous						
						OE/OIF 2003-Present	Gulf War 1990-1991	Vietnam 1964 -1975	Korea 1950-1955	WWII 1941-1946	Other/Peace Time	Widow/Other																			
27-Jul	"	1	1	3	29	4	8	5				3	7		2							4		7						15	
28-Jul	"	1	3	5	13	1	4	3				3	1		5								1		2					9	
29-Jul	"				1		1																							1	
1-Aug	"	1	1	3	11		1	3				5	2		2								2		4					6	
2-Aug	"	1	1	1	8			5		1	3	5			1								3		1					6	
3-Aug	"			2	21	1		2		5	5	8			1								2		3					11	
4-Aug	"	2	3	4	22	2	7	11	3	2		13			1								1		3					23	
5-Aug	"			1	2							2																		2	
8-Aug	"	1	5	5	12			8	1	5	4	11			1				1											17	
9-Aug	"	2	4	3	12		1	8							2									3						11	
10-Aug	"		3	4	9		2	5				3	1		3									3						7	
11-Aug	"	2	1	3	9			4	1		1	1			1									1						6	
12-Aug	"				2		1								1															1	
15-Aug	"	1	1	2	7			3				3			2									2						2	
16-Aug	"	6	3	4	10			3		2	3	1			2									2						7	
17-Aug	"	1	1	2	12		3	3	2	3	1				5															8	
18-Aug	"	1	1	3	6			2		1	2	1			1									1						3	
19-Aug	"	3	3	3	7			1				5							1											8	
22-Aug	"			2	7			1				5			1															7	
23-Aug	"		1	1	3			1				1			1									1						2	
24-Aug	"				5	1		2	1			1												1						3	
25-Aug	"	1	1	1	3							1			1									1						3	
26-Aug	"		2	5	9		3	4				1			2									1						7	
29-Aug	"		1	2	4			3				1			1									1						3	
30-Aug	"																														
TOTAL		24	36	59	224	9	31	77	8	19	51	53	0	36	0	0	0	1	1	0	13	0	37	0	0	0	0	0	168		

Miscellaneous

APPOINTMENTS
September 6, 2016

Vance County Housing Authority - five year term
Reappoint Annie Miller - appointed 02/2006