

**DRAFT**

10/4/2011

MINUTES

cc: BDC  
Steve  
David  
Russ  
Christy

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, OCTOBER 3, 2011**

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

Those present were: Chairman Michael Edney, Vice-Chairman Tommy Thompson, Commissioner Bill O'Connor, Commissioner Larry Young, Commissioner Charlie Messer, County Manager Steve Wyatt, Interim Assistant County Manager David Whitson, Attorney Russ Burrell, and Clerk to the Board Teresa Wilson.

Also present were: Finance Director J. Carey McLelland, Planning Director Anthony Starr, Engineer Marcus Jones, Assessor/Tax Collector Stan Duncan, Research/Budget Analyst Amy Brantley, Assistant County Engineer Natalie Berry, Delinquent Tax Collector Lee King, Public Information Officer Christina DeStefano, Fire Marshal Rocky Hyder, Construction Manager David Berry, and for security officer David Pearce.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by Abigail Conigliaro from the Barnyard Bandits 4-H Club.

**INVOCATION**

Victor Rampey of Main Street Baptist Church gave the invocation.

**RECOGNITION OF FIRST RESPONDERS ASSISTING IN AID DURING HURRICANE IRENE**

Chairman Edney noted that Henderson County is blessed with some of the best emergency service folks anywhere. Several Emergency workers helped out during Hurricane Irene and the Board recognized them for their efforts with Certificates of Appreciation. Present to receive a certificate were Henderson County Rescue members Adam Justus, Dave Jenkins, Dan Hayes (also with Hendersonville Fire Dept.), Dana Fire & Rescue member T. J. Ledbetter, Mills River Fire & Rescue member Chris Ballinger, Mountain Home Fire & Rescue members Ted Barnett, Kevin Waldrup and Ben Lanning, Valley Hill Fire & Rescue members Matthew Hossley, Ricky Brown, Jimmy Gasperson, Tim Garren and John Strickland, and Fire Marshal Rocky Hyder. Also receiving certificates but not present were Henderson County Rescue members Jimmy Brissie, Scott Justus (also with Hendersonville Fire Dept.) and Mark Shepherd, Dana Fire & Rescue members Jon Ward and Justin Ward, Mills River Fire & Rescue members Carl Collins, Colt Israel and Ben Stanley, and Mountain Home Fire & Rescue member Jason Justus.

Rocky Hyder stated these folks went down and provided an excellent service to the people of the Eastern North Carolina. They were most successful in saving one gentlemen's life as he had fallen asleep while his generator was running inside his garage. He was removed from the situation and EMS transported him to the hospital saving his life.

**INFORMAL PUBLIC COMMENTS**

APPROVED:

There were none.

**DISCUSSION/ADJUSTMENT OF AGENDA**

Commissioner Young requested an additional discussion item “B” the Joint Venture of Pardee Hospital and Mission Hospital.

*Commissioner Messer made the motion to adopt the Agenda with the additional discussion item. All voted in favor and the motion carried.*

**CONSENT AGENDA**

*Commissioner Young made the motion to adopt the Consent Agenda as presented. All voted in favor and the motion carried.*

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):

- September 21, 2011– Regularly Scheduled Meeting
- September 27, 2011 – Special Called Meeting

**Tax Collector’s Report**

Deputy Tax Collector Carol McCraw had presented the Tax Collector’s Report to the Commissioners dated September 23, 2011 for information only. No action was required

**Tax Refunds**

A refund request was presented for the Board of Commissioners review and approval.

Motion:

*I move the Board approves the Tax Refund Report as presented.*

**Tax Releases**

A list of 54 tax release requests was presented for the Board of Commissioners review and approval.

Motion:

*I move the Board approves the Tax Release Report as presented.*

**Financial Report/Cash Balance Report – August 2011**

Provided for the Board’s review and approval were the August 2011 County Financial Report and Cash Balance Report.

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

- Dues/Non-profit Contributions – 1<sup>st</sup> quarter non-profit contribution payments made in July
- Human Resources – large credit balance in “Current Month” due to correction of a quarterly property and liability insurance premium being paid from the incorrect account code in August
- Building Services – encumbrance of new truck budgeted for this department in FY2012
- Rescue Squad – 1<sup>st</sup> quarter non-profit contribution payment made in July

- Property Addressing – former employee’s final pay made in July
- Mental Health – Maintenance of Effort (MOE) funding payment made to Western Highlands in July
- Garage – large credit balance due to vehicle fuel costs paid and allocated out to departmental budgets in August

The YTD deficit in the Emergency Telephone System (911) Fund is due the payment of annual debt service (\$106,235.53) on financing for the 911 system upgrade in the month of August.

The YTD deficit in the Immigration and Customs Enforcement (ICE) Fund is due contractor payments made in August for the new ICE vehicle storage building and the purchase of non-expendable supplies. Also, Federal ICE revenues for August will not be received and posted until September.

The YTD deficit in the Mud Creek Grant Project Fund and the Facilities Lighting Retrofit Grant Project is due to the timing difference between the expenditure of grant funds and subsequent reimbursement from the state.

The YTD deficit in the Solid Waste Landfill Fund is due expenditures made for the Solid Waste Capital Improvements Project. Fund balance of \$1,950,000 was appropriated to pay for project expenditures in FY2012.

Motion:

*I move that the Board of Commissioners approve the August 2011 County Financial Report and Cash Balance Report as presented.*

#### **Henderson County Public Schools Financial Reports – August 2011**

The Henderson County Public Schools August 2011 Financial Reports were provided for the Board’s information.

Motion:

*I move the Board of Commissioners approves the Henderson County Public Schools August 2011 Financial Reports as presented.*

#### **Capital Facilities Status Reports**

Internal Auditor Darlene Burgess had provided a status report to the Commissioners for activity during the month of August and September 2011 on Capital and Facilities projects.

#### **Water Line Extension & Sewer Line Extension – Dodd Meadows**

The City of Hendersonville has requested that the County comment on the proposed water and sewer line extension for Dodd Meadows Phase 1. The proposed water line is 2,775 linear feet and the proposed sewer line is 3,163 feet. The projects’ location within the Urban Services area is consistent with the Henderson County 2020 Comprehensive Plan. City of Hendersonville Project Summary Sheets and County Review Sheets with Staff comments are attached for Board review and action.

Motion:

*I move that the Board approves the Dodd Meadows water and sewer line extension and directs Staff to convey the County's comments to the City of Hendersonville.*

**“Clubhouse” lease**

As directed by the Board at its last meeting, the proposed lease has been drafted. It calls for a lease term of two years, ending 31 October 2014, with rolling one year extensions unless either side opts out in writing by not later than 30 June. Sixth Avenue Psychiatric Rehabilitation Partners, Inc. requested a five year lease with three five-year options. The lease as drafted is of the same term as that previously executed by the County for the “Clubhouse”.

Motion:

*I move that the Board approves the lease as drafted in the agenda item for this matter.*

**Governor's Highway Safety Program**

The Henderson County Sheriff's Office requests that the Henderson County Board of Commissioners approves the Traffic Safety Project Contract included in the agenda packet, which will provide funding for traffic personnel. This grant is through the Governor's Highway Safety Program, and the local share will be provided through already budgeted funds.

Motion:

*I move the Board approves the Traffic Safety Project Contract with the North Carolina Governor's Highway Safety Program, and authorize Sheriff Rick Davis to execute the grant.*

**NOMINATIONS**

Chairman Edney reminded the Board of Vacancies and noted that Nominations would be included on the October 19, 2011 agenda.

**Notification of Vacancies**

1. Community Child Protection Team – 6 vac.
2. Hendersonville City Zoning Board of Adjustment – 1 vac.
3. Hospital Corporation Board of Directors – 3 vac.
4. Western Highlands Local Management Entity – 1 vac.

**SEPTEMBER CONSTRUCTION PROJECT UPDATE**

David Berry provided the Board of Commissioners with the following update on Construction projects around Henderson County. This monthly report is a review of the scope and statuses of assigned construction management responsibilities and includes specific updates in regard to County funded construction activities. This report is a continuation of County construction activity statuses.

**Henderson County School Projects**

**Henderson County School Staff:** We continue to assist the Henderson County School staff with facility projects on an as-needed basis.

**Apple Valley/North Henderson Schools Expansion:**

Construction was completed with Beam Construction and Moseley Architects and all the new facilities were turned over on schedule prior to the start of school. An on-site walk-thru inspection of the new facilities took place on August 9<sup>th</sup>. Attendance included members from the County

Commission, members from the Board of Education, and representatives from Moseley Architects, Beam Construction, HCPS, and HC staff, all of which played a part in making this another Henderson County successful project. The media was also there to cover the event and followed up with a very positive complementary article in the local paper.

**Note:** The funding for both the previously completed AV/NH Underground Piping HVAC Repairs and the AV/NH Schools Expansion are included in a nine million dollar budgeted allocation. The total cost for the Underground HVAC repairs was approximately \$1,630,524. That cost combined with the exact total costs for the AV/NH Schools Expansion, which are being finalized, came in as projected at less than the total budgeted amount for the entire project. These savings allowed for some needed paving repairs that were valued engineered out of the project initially. The paving repairs were added back in to the project scope and were also completed prior to school starting. Even with the paving repairs added back into the overall scope, the total project was completed within budget. Once a few remaining punch list items and accounting issues are completed the project will be closed out.

### **Henderson County Projects**

**Law Enforcement Center/County Administration Building/ 1995 Courthouse:** Construction continues and is nearing completion on the new 63,000 square foot Law Enforcement Center. Our contractor, JE Dunn Construction continues to make significant progress. County staff in conjunction with Moseley Architects continues to provide support and resolve to daily concerns and issues on an as needed basis not only to construction forces but to the Henderson County Sheriff's Department as well. We are now anticipating an October 3<sup>rd</sup> scheduled substantial completion date. All interior and exterior work is either complete and/or nearing completion. Punch lists have been generated and are currently being worked on for the building basement, first floor, second floor, and roof areas. The punch list for the building's exterior and grounds will be done this week. Throughout the project the Henderson County Inspections Department has been an asset by their willingness to work with everyone involved and their ability to expedite all of the required inspections in a timely manner. We were notified today by the Inspections Department that all inspections have been completed and have been signed off on, leaving only the required final approval by the City of Hendersonville Zoning Department (landscaping) and the CO (Certificate of Occupancy) being obtained. Construction is currently working on the final zoning approval.

It should also be noted that the exterior portion of the K-9 area has been completed. This part of the project was performed under separate contract (for a reduced cost) with Carolina specialties and is being funded separately by the Sheriff's Department.

**Note:** The new Law Enforcement Center was originally planned as a two story 40,000 square foot (20,000 square feet per floor) building. By taking advantage of eliminating the cost of bad soils that would have required removal and replacement for the foundation, and the aggressive pricing due to the economy, a full 20,000 square foot basement was added allowing shell space for future expansion. The project including building and site construction, architectural and engineering, computer and phone cabling, FFE, testing, and financing, is expected and projected to be completed within the original budgeted amount.

Although not included in the overall scope of the LEC project, design proposals are being generated by Moseley Architects that address the needs for added security within the 1995 Courthouse and design proposals for secured Courthouse parking areas. Meetings and discussions in this regard

will be ongoing and in conjunction with meetings with the HC Tax department. The Tax Department is scheduled to move into the basement area of the 95 courthouse which is soon to be vacated by the state employees moving to the newly renovated old health department building (Henderson County Court Services). We will also be planning and meeting with courthouse departments that will be making office adjustment to facilitate the use of the space in the courthouse where the tax department is currently located.

**Old Health Department:** Construction to transform the Old Health Department Building into the new Henderson County Court Services building has been completed. We have the Certificate of Occupancy in hand and all punch list items have been completed. The state departments moving into the newly renovated facility are all being relocated from the 1995 Courthouse. After numerous coordination meetings with these departments, a finalized plan was produced by Moseley Architects including all changes from the original remodel plan necessary to accommodate the new department's specific required needs. The cost for the revised plan was estimated and based on the estimate, the County Commissioners at the June 15<sup>th</sup> meeting approved a budget of not to exceed \$150,000 and gave the directive to proceed with the changes. Moseley Architects and Henderson County staff worked together with the contractor, Carolina Construction Specialties, to resolve issues that occurred almost daily, which is typical in the remodel of an existing structure.

The relocating state departments began moving today September 27<sup>th</sup>. With the assistance of the Henderson County Central Services department all of state departments will be moved entirely over the next six to eight days.

**2010 Solid Waste Capital Improvements:** Cooper Construction, the general contractor for the project, continues to make steady progress with all aspects of the project included but not limited to excavation/fill work, major clearing, and new construction of facilities. Although not yet open to the public, the new access road which represents a large portion of the project, from Stoney Mountain to the nearly completed new convenience center, is now in place. Also the recycling and MSW drop-off area including the equalization tank to handle this area run-off is complete and site work is well underway in the area of the new scale house. The DOT access road work into the property is now completed with the turn lane portion of their work scheduled to begin very soon. Cooper Construction has and continues to work with staff on the ongoing logistics of keeping the facility operational in conjunction with their work. McGill Engineering and their field staff are monitoring all aspects of the construction process as well as Henderson County's independently hired testing company, ECS, working through any unforeseen situations that do arise and that are a part of this type project. We are looking forward to continuing working with Cooper Construction for the completion of another successful Henderson County project.

**Park Maintenance Projects:** Based on recommendations provided from staff, a directive from the Commission to go to contract and proceed with the work for the Jackson Park Repairs was received at the May 2<sup>nd</sup> Commission meeting. The Jackson Park Repairs project included the majority of the prioritized projects listed in the already established and approved best use of the budgeted \$750,000 funds established for park maintenance projects. The selected contractor, Tarheel Paving, a local contractor, began work the first week of June and has now completed the contracted paving and drainage work. Remaining budgeted funds for Jackson Park work are being utilized to have Tarheel Paving to complete additional drainage repair work at ball fields #8 and #9, as well as some additional paving/sealing of deteriorated asphalt in areas not include in their base contract. Staff was able to accomplish this by value engineering (cut cost) Tarheel's base contract amount that were not included in their original contract. They are now starting work on the additional added

work scope. Staff is monitoring this work daily or on an as needed basis, calling on the engineer and testing company only when needed.

Additionally the needed repairs and roof replacement for the Stoney Mountain activity center is an approved project to be paid for with these allocated funds. The roofing part of this project was completed. Project work at the Edneyville Community Center, Etowah, and East Flat Rock were also allocated a part of these funds. The work at and East Flat Rock is complete and the Edneyville Community Center is proceeding well with the county's funded portions being monitored.

**Sheriff's Department, ICE Building:** The construction of a new Immigration and Customs Enforcement (ICE)/Detention Center Vehicle building has now been completed. The project was put on hold until a change order to add enclosing three sides of the building was priced and approved. The building consists of a free standing pre-engineered, closed on three sides, 40'x60' metal building. The building is located behind the Detention Center and is enclosed by an extension of the existing perimeter fencing. The project took approximately 60 days to complete with Carolina Specialties providing another successful Henderson County project. The Sheriff's Department is now using the new facility.

#### **Blue Ridge Community College**

The general contractor, Carolina Specialties, has now completed the long anticipated project work at the college. The project was inclusive of all project work BRCC had listed and included to be funded by county funds for the 2009-2010 fiscal years. Onsite construction meetings were held weekly to facilitate the progress of all the work included in the scope of the project. The contracted project work was completed on schedule September 2011. The completed project work inclusive of all associated cost was completed for less than the allocated funding. This has allowed for several additional scope components that were originally planned for, but were taken out due to initial cost concerns, to be performed as a part of the overall project. The additional work is primarily paving of some parking lot areas. We look forward to working with BRCC in getting the remaining work completed and bringing the project to a close.

#### **PARDEE HOSPITAL / MISSION HOSPITAL JOINT VENTURE – ADD ON**

Commissioner Young stated at the September 21, 2011 meeting, the CEO of Pardee Hospital Jay Kirby provided a presentation in regards to the Joint Venture. At that time there was much discussion about what needed to be included in the contract. Mr. Young does not feel that the ground breaking should take place (scheduled for Friday, October 7, 2011) before the contract. He requested that the Board recommend a halt on the ground breaking until all agreements are signed and in place.

Commissioner O'Connor was in agreement. The Board of Commissioners has yet to receive a detailed plan of the partnership, a contract, a definition of medical services to be offered, or a clear definition of the role of the 3<sup>rd</sup> party.

*Commissioner O'Connor made the motion that the Board of Commissioners strongly suggests that the Hospital Corporation delays for a period of at least thirty (30) days the "ground-breaking", to allow for all parties to obtain and review the complete documents, plans and agreements behind the venture. The motion passed 3-2 with Chairman Edney and Commissioner Messer voting nay.*

The County Attorney was directed to draft a letter to Chairman of the Hospital Corporation Board of Directors William Lapsley.

**COUNTY MANAGER'S REPORT**

There was nothing further.

**IMPORTANT DATES**

The Annual Volunteer Banquet will be held Tuesday, October 18, 2011 at 6:30 p.m. at Highland Lake Inn.

The open house for the new Law Enforcement Center will be Tuesday, October 18, 2011 from 2:00 p.m. until 7:00.

**CLOSED SESSION**

*Commissioner Messer made the motion for the Board to go into closed session as allowed pursuant to NCGS 143-318.11 for the following reasons:*

1. Pursuant to N.C. Gen. Stat. §143-318.11 (a)(3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.
2. Pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.
3. Pursuant to N. C. Gen. Stat. §143-318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (I) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

*All voted in favor and the motion carried.*

**ADJOURN**

*Commissioner Messer made the motion to go out of closed session and adjourn at 8:05 p.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

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J. Michael Edney, Chairman



# HENDERSON COUNTY TAX DEPARTMENT

Collector's Office  
200 North Grove Street  
Suite 66  
Hendersonville, NC 28792

Phone: 828/697-5595

Fax: 828/698-6153

[www.hendersoncountync.org/tc/](http://www.hendersoncountync.org/tc/)

Stan C. Duncan  
County Assessor & Tax Collector

Sandy Allison  
Administrative Assistant II

September 23, 2011

## Re: Tax Collector's Report to Commissioners – 10/03/11 Meeting

Please find outlined below collections information through September 22nd for the 2011 bills, which were mailed out on August 19<sup>th</sup>, as well as registered motor vehicle bills. As a point of reference, we also have included collections information as of the same date last year.

### Annual Bills G01 Only:

2011 Total Charge \$57,559,135.57  
Payments & Releases: 7,878,705.48  
Unpaid Taxes: 49,680,430.09  
**Percentage Collected: 13.69%**  
(through 09/22/11)

2010 Total Charge: \$57,383,588.15  
Payments & Releases: 8,123,031.77  
Unpaid Taxes: 49,260,556.38  
**Percentage Collected: 14.16%**  
(through 09/22/10)

### Motor Vehicle Bills G01 Only:

2011 Total Charge: \$1,357,037.02  
Payments & Releases: 922,624.25  
Unpaid Taxes: 434,412.77  
**Percentage Collected: 67.99%**  
(through 09/22/11)

2010 Total Charge: \$1,313,998.70  
Payments & Releases: 898,758.36  
Unpaid Taxes: 415,240.34  
**Percentage Collected: 68.40%**  
(through 09/22/10)

### Fire Districts All Bills:

2011 Total Charge: \$6,496,270.82  
Payments & Releases: 1,018,780.85  
Unpaid Taxes: 5,477,489.97  
**Percentage Collected: 18.95%**  
(through 09/22/11)

2010 Total Charge: \$6,375,409.45  
Payments & Releases: 1,029,743.88  
Unpaid Taxes: 5,345,665.57  
**Percentage Collected: 19.26%**  
(through 09/22/10)

Respectfully submitted,



Carol McCraw,  
Deputy Tax Collector

Stan C. Duncan,  
Tax Collector

# HENDERSON COUNTY BOARD OF COMMISSIONERS

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

J. MICHAEL EDNEY  
Chairman  
THOMAS H. THOMPSON  
Vice-Chairman

TDD: 828-697-4580  
www.hendersoncountync.org

CHARLIE MESSER  
BILL O'CONNOR  
LARRY YOUNG

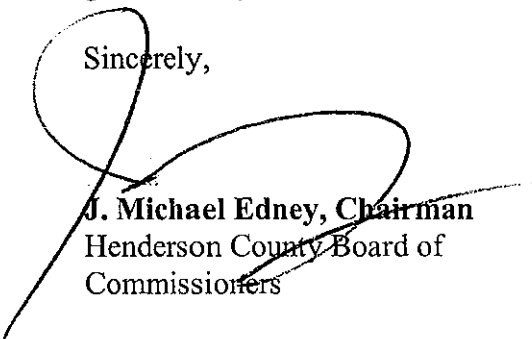
October 3, 2011

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

Dear Mr. Duncan:

Attached please find the list of tax release requests (54) and a tax refund request approved at the Henderson County Board of Commissioners' Meeting on Monday, October 3, 2011.

Sincerely,



J. Michael Edney, Chairman  
Henderson County Board of  
Commissioners

JME/tlw

enclosures

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** October 3, 2011  
**SUBJECT:** Tax Refund  
**PRESENTER:** Assessor  
**ATTACHMENTS:** Refund Report

**SUMMARY OF REQUEST:**

The enclosed refund request (1) has been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that this finding is in order. The supporting documentation is on file in the County Assessor's Office.

This refund request is submitted for the approval by the Henderson County Board of Commissioners.

<b>Type</b>	<b>Number of Items:</b>	<b>Revenue Amount:</b>
Refunds	1	\$2,057.99

Faithfully Submitted,

*Stan C. Duncan*

Stan C. Duncan  
County Assessor

**BOARD ACTION REQUEST:** Consent Approval Requested

Suggested Motion: "I move the Board approve the Tax Refund Report as presented."

**REFUNDS**

CORNERSTONE HOMES OF NC, INC

0000009061-2010-2010-000000 VALUE DECREASE

**TAXPAYER LISTED IN ERROR COST OF NEW HOME – JUST COMPLETED. BILLED CIP AS REAL PROPERTY UNDER PARCEL #9904144.**

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93331	FIRE	FLETCHER	319.09	31.91	0.00	\$ 351.00
93331	CNTY	COUNTY	1,551.81	155.18	0.00	\$ 1,706.99
<b>Bill Total:</b>						<b>\$ 2,057.99</b>
<b>Grand Total:</b>						<b>\$ 2,057.99</b>

Number of Bills = 1

Total Amount = \$2,057.99

RELEASES

00029292320-2011-2011-000000 FULL REBATE  
 RELEASE 2011 BILL ON MANUFACTURED HOME. PURCHASE DATE 1/13/2011. CERTIFICATE OF OCCUPANCY 2/8/2011. BILL FOR 2012.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93249	FIRE	DANA CNTY	47.25	4.72	0.00	\$ 51.97
93249	CNTY	COUNTY	220.59	22.06	0.00	\$ 242.65
Bill Total:						\$ 294.62
Grand Total:						\$ 294.62

000019324-2011-2011-000000 VALUE DECREASE  
 INFORMAL APPEAL. LOWER VALUE FOR MANUFACTURED HOME FOR 2011 FROM \$17,500 TO \$3,000. FIELD REVIEW INDICATED HOME NOT LIVABLE. VALUE DECREASE BASED ON CONDITION.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93377	FIRE	EDMUNDVILLE CNTY	13.78	0.00	0.00	\$ 13.78
93377	CNTY	COUNTY	74.47	0.00	0.00	\$ 74.47
Bill Total:						\$ 88.25
Grand Total:						\$ 88.25

000251270-2011-2011-000000 FULL REBATE  
 RELEASE 2011 TAX YEAR FOR: 2011 TAXPAYER NO LONGER OWNS THIS BOAT. THIS BOAT WAS TAKEN OFF THE 2010 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93358	CNTY	COUNTY	12.12	1.27	0.00	\$ 13.39
93358	CITY	MILLS RIVER	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 13.39
Grand Total:						\$ 13.39

2

RELEASES

00028283039-2011-2011-000000 FULL REBATE  
 RELEASE 2011 YEAR FOR: 2011 FULL REBATE. THIS MULTI-YEAR TAGGED TRAILER WAS ALSO LISTED ON ABSTRACT #2890155.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93275	CNTY	COUNTY	7.70	0.00	0.00	\$ 7.70
93275	CITY	MILLS RIVER	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 7.70
Grand Total:						\$ 7.70

0003572496-2011-2011-000000 VALUE DECREASE  
 INACTIVE ASSETS WERE INCLUDED IN ASSESSMENT. PARTIAL RELEASE ONLY OF \$1,473 IN VALUE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93142	CNTY	COUNTY	7.56	0.00	0.00	\$ 7.56
93142	CITY	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 7.56
Grand Total:						\$ 7.56

0003775489-2011-2011-000000 FULL REBATE  
 RELEASE 2011 YEAR FOR: 2011 FULL REBATE. THIS MULTI-YEAR TAGGED TRAILER WAS ALSO LISTED ON ABSTRACT #2890155.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93381	CNTY	COUNTY	0.00	0.00	0.00	\$ 0.00
93381	CITY	HENDERSONVILLE	17.79	0.00	0.00	\$ 17.79
Bill Total:						\$ 17.79
Grand Total:						\$ 17.79

3

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 3, 2011  
 SUBJECT: Tax Releases  
 PRESENTER: Assessor  
 ATTACHMENTS: Release Report

SUMMARY OF REQUEST:

The enclosed release requests (54) have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. The supporting documentation is on file in the County Assessor's Office.

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

Type Number of Items: Revenue Amount:  
 Releases 54 \$ 17,662.22

Faithfully Submitted,

*Stan C. Duncan*

Stan C. Duncan

County Assessor

BOARD ACTION REQUESTED: Consent Approval Requested.

Suggested Motion: "I move the Board approve the Tax Release Report as presented."

RELEASES

0002590197-2011-2011-110000 FULL REBATE  
 8/15/2011: RELEASE DISCOVERY BILL IN FULL. BUSINESS CLOSED DEC. 2008. TAXPAYER FAILED TO NOTIFY OUR OFFICE. HAS PAID INTERIM DISCOVERIES FOR 2009 & 2010.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93125	CNTY	COUNTY	43.14	0.00	0.00	\$ 43.14
93125	CITY	HENDERSONVILLE	0.00	4.31	0.00	\$ 4.31
Bill Total:						\$ 47.45
Grand Total:						\$ 47.45

0002484225-2011-2011-000000 VALUE DECREASE  
 0002484225-2011-2011 922511 2004 TRACKER MARINE TAHOE Q455F. VESSELS VALUE INCORRECT. 5% REDUCTION FROM 2010 VALUE TO 2011 VALUE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93215	CNTY	COUNTY	43.86	0.00	0.00	\$ 43.86
93215	CITY	FLETCHER	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 43.86
Grand Total:						\$ 43.86

RELEASES

HENDERSONVILLE COMMERCIAL SYSTEMS INC  
00028742-2011-2011-10000 FULL REBATE  
9/22/2011 RELEASE DISCOVERY IN FULL. BUSINESS OWNER DIED IN 2010 AND BUSINESS WAS CLOSED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93286	CNTY	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
93286	CNTY	COUNTY	10.27	1.00	0.00	\$ 11.30
					Bill Total:	\$ 11.30
					Grand Total:	\$ 11.30

6

RELEASES

000044344-2009-2009-400000 FULL REBATE  
DEBT SET RESEARCH REVEALED MANUFACTURED HOME REPOSSESSED IN 2006. VERIFIED ON AERIAL MAPS. RELEASE  
2007-2011, SIGNED 2012 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93320	CNTY	COUNTY	177.87	17.79	0.00	\$ 195.66
93320	FIRE	FLETCHER	36.58	3.65	0.00	\$ 40.24
					Bill Total:	\$ 235.90

000044344-2009-2009-400000 FULL REBATE  
DEBT SET RESEARCH REVEALED MANUFACTURED HOME REPOSSESSED IN 2006. VERIFIED ON AERIAL MAPS. RELEASE 2007-2011,  
SIGNED 2012 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93320	CNTY	COUNTY	177.87	17.79	0.00	\$ 195.66
93320	FIRE	FLETCHER	36.58	3.65	0.00	\$ 40.24
					Bill Total:	\$ 235.90

000044344-2009-2009-400000 FULL REBATE  
DEBT SET RESEARCH REVEALED MANUFACTURED HOME REPOSSESSED IN 2006. VERIFIED ON AERIAL MAPS. RELEASE 2007-2011,  
SIGNED 2012 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93324	CNTY	COUNTY	169.09	16.91	0.00	\$ 186.00
93324	FIRE	FLETCHER	34.77	3.45	0.00	\$ 38.25
					Bill Total:	\$ 224.25

000044344-2011-2011-400000 FULL REBATE  
DEBT SET RESEARCH REVEALED MANUFACTURED HOME REPOSSESSED IN 2006. VERIFIED ON AERIAL MAPS. RELEASE  
2007-2011, SIGNED 2012 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93324	CNTY	COUNTY	169.09	16.91	0.00	\$ 186.00
93324	FIRE	FLETCHER	34.77	3.45	0.00	\$ 38.25
					Bill Total:	\$ 224.25

000044344-2011-2011-400000 FULL REBATE  
DEBT SET RESEARCH REVEALED MANUFACTURED HOME REPOSSESSED IN 2006. VERIFIED ON AERIAL MAPS. RELEASE  
2007-2011, SIGNED 2012 LISTING FORM.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93325	CNTY	COUNTY	182.33	18.23	0.00	\$ 200.56
93325	FIRE	FLETCHER	35.50	3.55	0.00	\$ 39.05
					Bill Total:	\$ 239.61

7

RELEASES

00028742-2011-2011-100000 VALUE DECREASE  
NEW HOUSE PLACED INCORRECTLY ON THIS PARCEL. HOUSE IS ASSIGNED CORRECTLY TO ADJOINING PARCEL #9951514.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93378	CNTY	COUNTY	745.23	0.00	0.00	\$ 745.23
93378	FIRE	FLETCHER	145.10	0.00	0.00	\$ 145.10
					Bill Total:	\$ 890.33
					Grand Total:	\$ 890.33

4

RELEASES

00028742-2011-2011-400000 VALUE DECREASE  
WILDLIFE ABSTRACT#: 002817456 8/29/11 2007 MAD RIVER CANOE. DECREASE IN VALUE DUE TO INFORMATION SUPPLIED  
BY OWNER, PURCHASE AGREEMENT ON FILE. PREVIOUS VALUE COMPED BY VESSELS.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93250	CNTY	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
93250	CNTY	COUNTY	20.75	0.00	0.00	\$ 20.75
					Bill Total:	\$ 20.75
					Grand Total:	\$ 20.75

00028742-2011-2011-400000 VALUE DECREASE  
MANUFACTURED HOME DOUBLED LISTED, SHOULD BE PERSONAL PROPERTY NOT REAL PROPERTY FOR 2011

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93306	CNTY	MILLS RIVER	0.00	0.00	0.00	\$ 0.00
93306	CNTY	COUNTY	75.02	0.00	0.00	\$ 75.02
					Bill Total:	\$ 75.02
					Grand Total:	\$ 75.02

000289812-2011-2011-400000 FULL REBATE  
INDIVIDUAL ABSTRACT#: 0002908512 8/25/11 2007 DIAT TRAILER  
RELEASED DUE TO DOUBLE BILLING.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93204	CNTY	FLETCHER	0.00	0.00	0.00	\$ 0.00
93204	CNTY	COUNTY	18.77	0.00	0.00	\$ 18.77
					Bill Total:	\$ 18.77
					Grand Total:	\$ 18.77

5

RELEASES

0602740619-2011-2011-000000 FULL REBATE  
 THIS PARCEL WAS SPLIT FOR 2011 AND BILLED CORRECTLY ON PARCELS 1013553 & 1013554 FOR 2011. THIS PARENT PARCEL SHOULD NOT HAVE BEEN BILLED. RECORD HAS BEEN RETIRED IN CAMA

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93227	FIRE	MOUNTAIN HOME	1,125.81	0.00	0.00	\$ 1,125.81
			230.15	0.00	0.00	\$ 230.15
						\$ 1,355.97
						\$ 1,355.97

Grand Total: \$ 1,355.97

0602989898-2011-2011-000000 FULL REBATE  
 THIS SIGN HAS BEEN DOUBLE ASSESSED ON ABSTRACT 2989898.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93220	FIRE	BLUE RIDGE	0.00	0.00	0.00	\$ 0.00
93220	FIRE	BLUE RIDGE	0.94	0.00	0.00	\$ 0.94
						\$ 6.62
						\$ 6.62

060244774-2011-2011-000000 FULL REBATE  
 RELEASE 2011 BILL ON MANUFACTURED HOME. SOLD IN 2010 AND MOVED TO BUNCOMBE COUNTY. CALLED AND VERIFIED WITH BUNCOMBE COUNTY.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93370	FIRE	COUNTY	33.25	3.33	0.00	\$ 36.58
93370	FIRE	COUNTY	136.62	13.66	0.00	\$ 150.28
						\$ 186.86
						\$ 186.86

10

RELEASES

0602916514-2011-2011-000000 FULL REBATE  
 PARCEL WAS SPLIT BY DEED 1434 PAGE 323. PARENT PARCEL SPLIT AND IT RECEIVED A BILL FOR 2011. REBATE IS FOR THE 2011 BILL ON THE RETIRED PARCEL.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93110	FIRE	GREEN RIVER	1,691.99	0.00	0.00	\$ 1,691.99
			214.13	0.00	0.00	\$ 214.13
						\$ 4,906.12
						\$ 4,906.12

Grand Total: \$ 4,906.12

0602761823-2011-2011-000000 VALUE DECREASE  
 0002761823-2011-2011 VALUE DECREASED FROM 1,483 TO 500. THIS WAS PURCHASED AT SAAMS FOR 400.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93223	FIRE	FLETCHER	0.00	0.00	0.00	\$ 0.00
93223	FIRE	COUNTY	4.57	0.46	0.00	\$ 5.03
						\$ 5.13
						\$ 5.13

8

RELEASES

060219130183-2004-2004-000000 FULL REBATE  
 000219130183-2004-2004 THIS JET SKI WAS STOLEN PER INVESTIGATION REPORT DATED 08/19/2003.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93334	FIRE	FLETCHER	15.82	0.00	0.00	\$ 15.82
93334	FIRE	FLETCHER	3.16	0.00	0.00	\$ 3.16
						\$ 18.98
						\$ 18.98

0602130183-2005-2005-000000 FULL REBATE  
 0002130183 TAX YEAR: 2005 YEAR FOR: 2005 JET WAS STOLEN PER INVESTIGATION REPORT DATED 08/19/2003.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93335	FIRE	FLETCHER	2.23	0.22	0.00	\$ 2.45
93335	FIRE	COUNTY	12.10	1.21	0.00	\$ 13.31
						\$ 15.76
						\$ 31.74

060231743-2011-2011-000000 FULL REBATE  
 114 CIVIL CLAIMS FROM THE HOMEOWNERS AROUND THIS LAKEBEED RECORDED IN APRIL 2008. PROPERTY SHOULD NOT HAVE BEEN BILLED FOR 2011.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93151	FIRE	LAUREL PARK	0.00	0.00	0.00	\$ 0.00
93151	FIRE	COUNTY	214.17	0.00	0.00	\$ 214.17
						\$ 214.17

0602528253-2011-2011-000000 FULL REBATE  
 PROPERTY CONDEMNED BY LAUREL PARK AND TRANSFERRED AUG 13, 2010. SHOULD HAVE BEEN EXEMPT FOR 2011 PER 105-278-1(B)

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93178	FIRE	LAUREL PARK	0.00	0.00	0.00	\$ 0.00
93178	FIRE	COUNTY	237.80	0.00	0.00	\$ 237.80
						\$ 237.80
						\$ 461.37

11

RELEASES

060219130183-2004-2004-000000 FULL REBATE  
 000219130183-2004-2004 THIS JET SKI WAS STOLEN PER INVESTIGATION REPORT DATED 08/19/2003.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93334	FIRE	FLETCHER	15.82	0.00	0.00	\$ 15.82
93334	FIRE	FLETCHER	3.16	0.00	0.00	\$ 3.16
						\$ 18.98
						\$ 18.98

0602130183-2005-2005-000000 FULL REBATE  
 0002130183 TAX YEAR: 2005 YEAR FOR: 2005 JET WAS STOLEN PER INVESTIGATION REPORT DATED 08/19/2003.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93335	FIRE	FLETCHER	2.23	0.22	0.00	\$ 2.45
93335	FIRE	COUNTY	12.10	1.21	0.00	\$ 13.31
						\$ 15.76
						\$ 31.74

060231743-2011-2011-000000 FULL REBATE  
 114 CIVIL CLAIMS FROM THE HOMEOWNERS AROUND THIS LAKEBEED RECORDED IN APRIL 2008. PROPERTY SHOULD NOT HAVE BEEN BILLED FOR 2011.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93151	FIRE	LAUREL PARK	0.00	0.00	0.00	\$ 0.00
93151	FIRE	COUNTY	214.17	0.00	0.00	\$ 214.17
						\$ 214.17

0602528253-2011-2011-000000 FULL REBATE  
 PROPERTY CONDEMNED BY LAUREL PARK AND TRANSFERRED AUG 13, 2010. SHOULD HAVE BEEN EXEMPT FOR 2011 PER 105-278-1(B)

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93178	FIRE	LAUREL PARK	0.00	0.00	0.00	\$ 0.00
93178	FIRE	COUNTY	237.80	0.00	0.00	\$ 237.80
						\$ 237.80
						\$ 461.37

9

RELEASES

000248780-2011-2011-000000 FULL REBATE  
 DOUBLE BILLED MANUFACTURED HOME. CORRECT BILL IS ON 8023812. RELEASE REAL VALUE ON 1000176.  
 RON GATES TALKED TO CONNIE ROBLES.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93209	FIRE	DANA COUNTY	39.49	0.00	0.00	\$ 39.49
93209	CNTY	COUNTY	184.38	0.00	0.00	\$ 184.38
Bill Total:						\$ 223.87

000295548-2011-2011-000000 VALUE DECREASE  
 INFORMAL APPEAL. LOWER VALUE OF MANUFACTURED HOME FOR 2011 FROM \$29,100 TO \$16,000. FIELD  
 REVIEW AND STUDY OF SALES DONE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93376	FIRE	DANA COUNTY	67.28	0.00	0.00	\$ 67.28
93376	CNTY	COUNTY	14.41	0.00	0.00	\$ 14.41
Bill Total:						\$ 81.69
Grand Total:						\$ 305.56

000208046-2011-2011-000000 FULL REBATE  
 MANUFACTURED HOME JUNKED BEFORE JANUARY 1, 2011. RELEASE 2011 TAX BILL.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93359	CITY	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
93359	CNTY	COUNTY	30.82	3.08	0.00	\$ 33.90
Bill Total:						\$ 33.90
Grand Total:						\$ 33.90

14

RELEASES

000294395-2011-2011-000000 FULL REBATE  
 2011 YEAR FOR: 2011 2007 KAWASAKI JET SKI WAS LISTED AND BILLED IN BUNCOMBE COUNTY.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93277	CITY	FLETCHER	0.00	0.00	0.00	\$ 0.00
93277	CNTY	COUNTY	19.88	2.00	0.00	\$ 21.88
Bill Total:						\$ 21.88

000294396-2011-2011-000000 FULL REBATE  
 2011 YEAR FOR: 2011 2007 KAWASAKI JET SKI WAS LISTED AND BILLED IN BUNCOMBE COUNTY.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93378	CITY	FLETCHER	0.00	0.00	0.00	\$ 0.00
93378	CNTY	COUNTY	31.18	3.12	0.00	\$ 34.30
Bill Total:						\$ 34.30
Grand Total:						\$ 56.28

000294398-2011-2011-000000 VALUE DECREASE  
 LOWER VALUE ON MANUFACTURED HOME FOR 2011 FROM 5,400 TO 2,500. MANUFACTURED HOME IS IN THE PROCESS OF  
 BEING TORN DOWN. VOID FOR 2012.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93358	FIRE	MOUNTAIN HOME	14.89	0.00	0.00	\$ 14.89
93358	CNTY	COUNTY	3.04	0.00	0.00	\$ 3.04
Bill Total:						\$ 17.93
Grand Total:						\$ 17.93

15

RELEASES

000112778-2011-2011-000000 FULL REBATE  
 RELEASE BILLS 2006-2011. INCORRECT OWNER. BANK ATTACHMENT RESEARCH. MANUFACTURED HOME SHOULD BE ON AS  
 REAL PROPERTY ON PARCEL 0408932 FOR YEARS 2006-2012. IMMATERIAL IRREGULARITY TO BE PROCESSED TO THE CORRECT OWNER.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93122	FIRE	ETOWAH--HORSESHOE	48.93	4.89	0.00	\$ 53.82
93122	CNTY	COUNTY	264.50	26.45	0.00	\$ 290.95
Bill Total:						\$ 344.77
Grand Total:						\$ 2,060.39

000298160-2011-2011-000000 VALUE DECREASE  
 THE ORIGINAL BILLED VALUE OF \$1,023 WAS BASED ON A 2009 ACQUISITION DATE. THE CORRECT ACQUISITION DATE IS 2007.  
 THE CORRECT 2011 VALUE IS \$542.7 RELEASE IS FOR \$1,181 IN VALUE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93202	CITY	FLETCHER	6.06	0.00	0.00	\$ 6.06
93202	CNTY	COUNTY	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 6.06
Grand Total:						\$ 6.06

000298323-2011-2011-000000 FULL REBATE  
 WILDLIFE ABSTRACT #: 002983813 2005 HOMEMADE BOAT. LISTING FORM RECEIVED 1-4-2011 AND ON FILE  
 INDICATING SOLD. BILL RELEASED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93201	CNTY	COUNTY	4.01	0.40	0.00	\$ 4.41
93201	FIRE	VALLEY HILL	0.62	0.06	0.00	\$ 0.68
Bill Total:						\$ 5.09
Grand Total:						\$ 5.09

12

RELEASES

000298542-2011-2011-000000 FULL REBATE  
 WILDLIFE ABSTRACT #: 02985425 #25/11 1983 LOWES 16 8C BOAT. BILLED IN POLK COUNTY. POLK BILL ON FILE.  
 HENDERSON COUNTY BILL RELEASED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93216	CNTY	COUNTY	6.46	0.64	0.00	\$ 7.10
93216	CITY	SALIDA	0.00	0.00	0.00	\$ 0.00
Bill Total:						\$ 7.10
Grand Total:						\$ 7.10

000298543-2011-2011-000000 VALUE DECREASE  
 RELEASE 2011 BILL TO CORRECT VALUE. CORRECT MODEL IS: JAYCO J FLIGHT 24RKS. CBL 8/24/2011

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
95197	FIRE	BLUE RIDGE	2.97	0.26	0.00	\$ 3.23
95197	CNTY	COUNTY	13.67	1.39	0.00	\$ 15.06
Bill Total:						\$ 18.29
Grand Total:						\$ 18.29

000298544-2011-2011-000000 MISC. DECREASE  
 RELEASE LATE LIST PENALTY FOR 2011 ON MANUFACTURED HOME. CLERICAL ERROR. TAXPAYER FILED ON TIME. COPY OF  
 LISTING FORM ATTACHED. CBL 8/26/2011

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
95238	CNTY	COUNTY	0.00	2.92	0.00	\$ 2.92
95238	FIRE	GREEN RIVER	0.00	0.32	0.00	\$ 0.32
Bill Total:						\$ 3.24
Grand Total:						\$ 3.24

13

RELEASES

0100357468-2011-2011-000000 VALUE DECREASE  
 LOWER VALUE FROM \$25,765 TO \$12,319 ON MANUFACTURED HOME.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93205	FIRE	EDNEYVILLE	12.78	0.00	0.00	\$ 12.78
93205	CNTY	COUNTY	69.06	0.00	0.00	\$ 69.06
						\$ 81.84
						\$ 151.09
						\$ 181.09

0002762206-2011-2011-000000 VALUE DECREASE  
 WILD LIFE ABSTRACT#: 0002762206-2011-2011 8/25/11 2008 HOG ISLAND DRIFT BOAT. VALUE REDUCTION NOT PROCESSED IN 2/11. VALUE CORRECTED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93240	CNTY	FIRE	19.87	0.00	0.00	\$ 19.87
93240	FIRE	ETOWAH--HORSESHOE	3.69	0.00	0.00	\$ 3.69
						\$ 23.55
						\$ 30.97
						\$ 30.97

000242803-2011-2011-000000 FULL REBATE  
 IND ABS# 000242803-2011 8/16/11 2006 BAYLINER, BILLED ON IND #2342603 AS 2000 BAYLINER AND WLF BILL #2917037 AS 2000 US MARINE (BAYLINER), NC REGISTRATION NUMBERS IDENTICAL, IND BILL RELEASED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93199	CNTY	COUNTY	30.97	0.00	0.00	\$ 30.97
93199	CNTY	FLETCHER	0.00	0.00	0.00	\$ 0.00
						\$ 30.97
						\$ 30.97
						\$ 30.97

16

RELEASES

0002915481-2011-2011-000000 FULL REBATE  
 RELEASE 2011 BILL, DOUBLE BILLED TRAVEL TRAILER, CORRECT BILL IS ON ABSTRACT # 3003506 (TAGGED).

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
93243	CNTY	COUNTY	135.58	13.56	0.00	\$ 149.15
93243	FIRE	DANA	23.04	2.90	0.00	\$ 25.94
						\$ 175.09
						\$ 181.09
						\$ 181.09

Number of Bills = 54

Total Amount = \$17,662.22

17

Process Rebate

Rebate #: 0002762206-2011-2011-000000  
 Board Meeting Date: (For pre-approved LU Exempt only) <None>  
 Property Tax Commission

Tax Detail	Billed Amt	Field Amt	Historic Def Value	Due Amt	Rebate Amt	Rebated Amt	Use Value	Rebate Amt
Late List 100%	0.00	0.00	0.00	0.00	0.00	0.00	35.500	0.00
County Interest	268.13	0.00	268.13	0.00	0.00	0.00	0.00	0.00
Firm District PM Interest	48.78	0.00	48.78	0.00	0.00	0.00	0.00	0.00
Late List 100% Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Amount(s)	316.91	0.00	316.91	0.00	0.00	0.00	100.90	0.00

Abstract Details: Reason: VALDCR - Value decrease  
 Value adjustment. House torn down and replaced with a doublewide manufactured home.

18

Process Rebate

Rebate #: 93159 0002611392-2011-2011-000000 Board Meeting Date: (For pre-approved LU Exempt only) <None>  
 EASTRIDGE STATION II LP A PARTNERSHIP LIMITED  
 W- 942043

Tax Detail	Billed Amt	Field Amt	Historic Def Value	Due Amt	Rebate Amt	Rebated Amt	Use Value	Rebate Amt
City C10 Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Late List 100% Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Interest	22,874.20	0.00	22,874.20	0.00	0.00	0.00	5,997.85	0.00
Late List 100% Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Amount(s)	22,874.20	0.00	22,874.20	0.00	0.00	0.00	5,997.85	0.00

Abstract Details: Reason: VALDCR - Value decrease  
 Value adjusted as a result of the 2011 appeal.

19



Process Rebate

Rebate #: 000004807-2011-2011- Board Meeting Date: (For pre-approved LU Exempt only) <None> Property Tax Commission

83127 000000 MCFRAN, LINDA S W- 1116289

Total Real Value 154,800 Land Def Value 72,702 Historic Def Value 0.00 %Good 0.00 Use Value 82,098

Tax Detail	Billable Amt	Paid Amt	Due Amt	Rebate Amt	Use Value	Rebate Amt
Full Rebate	942.11	0.00	0.00	942.11		942.11
Land Lst 100%	0.00	0.00	0.00	0.00		0.00
County Interest	785.05	0.00	785.05			785.05
Fire District F03	147.06	0.00	147.06			147.06
Land Lst 100%	0.00	0.00	0.00			0.00
Cost	0.00	0.00	0.00			0.00
Total Amount(\$)	942.11	0.00	942.11			942.11

Abstract Details: Reason: PUV - REINSTATE PRESENT USE VALUE Approve Reject

Adjustment made to reinstate present use value and correct owner of record Released and rebilled. Difference of \$442.46 in taxes.

20

Process Rebate

Rebate #: 83181 000007057-2011-2011-000000 Board Meeting Date: (For pre-approved LU Exempt only) <None> Property Tax Commission

WATERMAN TONEL INC W- 706072

Total Real Value 389,200 Land Def Value 129,830 Historic Def Value 0.00 %Good 0.00 Use Value 259,370

Tax Detail	Billable Amt	Paid Amt	Due Amt	Rebate Amt	Use Value	Rebate Amt
City CO2	0.00	0.00	0.00	0.00		0.00
County Interest	0.00	0.00	0.00			0.00
Land Lst 100%	0.00	0.00	0.00			0.00
County Interest	1,285.85	0.00	1,285.85			60.08
Land Lst 100%	0.00	0.00	0.00			0.00
Cost	0.00	0.00	0.00			0.00
Total Amount(\$)	1,285.85	0.00	1,285.85			60.08

Abstract Details: Reason: VALDCR - Value decrease Approve Reject

Value reduced as a result of the 2011 informal appeal.

22

Process Rebate

Rebate #: 0000091261-2011-2011- Board Meeting Date: (For pre-approved LU Exempt only) <None> Property Tax Commission

83273 000000 STEPP, MACARTHAIR W- 674018

Total Real Value 220,700 Land Def Value 197,853 Historic Def Value 0.00 %Good 0.00 Use Value 32,767

Tax Detail	Billable Amt	Paid Amt	Due Amt	Rebate Amt	Use Value	Rebate Amt
Full Rebate	1,015.91	0.00	0.00	1,015.91		1,015.91
Land Lst 100%	0.00	0.00	0.00	0.00		0.00
County Interest	836.71	0.00	836.71			836.71
Fire District F09	179.20	0.00	179.20			179.20
County Interest	0.00	0.00	0.00			0.00
Land Lst 100%	0.00	0.00	0.00			0.00
Cost	0.00	0.00	0.00			0.00
Total Amount(\$)	1,015.91	0.00	1,015.91			1,015.91

Abstract Details: Reason: PUV - REINSTATE PRESENT USE VALUE Approve Reject

This release is to correct present use value land lines for the 2011 tax year. Landline for homesite was coded with 6.74 acres, should have been 1.0 acres. Difference: \$811.56 in taxes

21

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE AGREEMENT") is made and entered into this 3rd day of October, 2011, by and between Landlord and Tenant.

1. Certain Definitions. The following definitions and specifications shall apply in this Lease Agreement:

a. Landlord: Henderson County, North Carolina, a body corporate and politic.

b. Tenant: Sixth Avenue Psychiatric Rehabilitation Partners, Inc., a North Carolina not-for-profit corporation

c. Addresses: For the landlord 1 Historic Courthouse Place, Suite 5  
Hendersonville, NC 28792

For the tenant 2110 Woodridge Drive  
Hendersonville, NC 28739

d. Building: The structures located at 2110 Woodridge Drive, Hendersonville, NC 28739, as such structure may hereafter be expanded, renovated or improved, together with any other rentable separate or connected structure that may hereafter be constructed on the land located at 2110 Woodridge Drive, Hendersonville, NC.

e. Demised Premises: 2110 Woodridge Drive, Hendersonville, North Carolina, and all improvements constructed or hereinafter to be constructed therein.

f. Term: From the date hereof through and including 31 October, 2014. This lease shall automatically renew thereafter for a period of one year, and from year to year thereafter, unless notice is given in writing to the other party by not later than 30 June prior to the end date on 31 October of each year.

g. Rent: \$35,166.00 per year, or any portion thereof, payable in advance. This amount may be modified during any renewals of this Lease by the agreement of the parties.

h. Use: Tenant may use the Demised Premises for mental health "clubhouse" purposes related to the provision of mental health services, but for none other without Landlord's prior written consent, but in no event shall Tenant make use of the property which is in violation of any lawful governmental laws, rules or regulation insofar as they might relate to Tenant's use and occupancy of the premises, nor may Tenant make any use of the premises not permitted by any restrictive covenants which apply to the Demises Premises, or which is or might constitute a nuisance or trespass, or which increases the fire insurance premiums (or makes such insurance unavailable to Landlord) on the building.

2. Lease of Premises. Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions hereinafter stated, does hereby rent and lease to Tenant, and Tenant does hereby rent and lease from Landlord, the Demised Premises.

3. Term. The Term shall commence on the date hereof and, unless sooner terminated as provided in this Lease Agreement, shall end on the expiration of the period designated in Article 1.f above.

Clubhouse Lease

4. Inspection. Tenant stipulates that it has had a reasonable opportunity to become familiar with the condition thereof. Tenant further stipulates that the Demised Premises are in acceptable condition, and are safe and sound for the use(s) listed in Article 1.h, above.

5. Rent. Tenant shall pay to Landlord as rent, in legal tender of the United States, in the manner hereinafter provided, Rent specified in Article 1.g above, which shall be payable in annual installments, due in advance upon the execution hereof.

6. Services to be Provided by Tenant. Tenant shall pay for all its own services, including utilities, which it requires for its purposes. Landlord shall have no responsibility for continuation or quality of utilities service or of any other service.

7. Moving of Heavy Objects and Use of Premises For Storage. Tenant shall not unduly overload the floor or any part of the Premises and any heavy object stored or used therein shall be stored and placed only at such place or locations as Landlord, if it so elects, shall designate in writing.

8. Use. Tenant shall have the right to use and occupy the Demised Premises for the purpose described in Article 1.h hereof. In addition, the Demised Premises shall be used only in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities. Landlord may determine in Landlord's reasonable discretion if Tenant's activities constitute a disturbance under this lease.

9. Maintenance by Landlord. Landlord shall maintain the roof, foundation, exterior wall, and common areas of the Building, together with the Building's plumbing, sewer, heating, air conditioning, ventilation, electrical, wiring and mechanical systems. Landlord is also responsible for maintenance of all parking lots serving the Building and for snow and ice removal from the parking lots and all sidewalks. Tenant agrees that it shall promptly notify Landlord of need for any such maintenance and repairs. Notwithstanding anything in the Lease to the contrary, Tenant shall be solely responsible for all repairs, maintenance and replacement of the Demised Premises, Building and Common Areas, occasioned by the gross negligence or willful misconduct of Tenant, its servants, agents or employees to the extent not paid to Landlord or Landlord's lender under the terms of any fine, extended coverage, public liability or other insurance. If any repairs are required because of the gross negligent treatment or willful misconduct by Tenant, its agents, invitees, guests, clients or employees, then Landlord may at its option (i) perform the repairs and charge the cost of such repairs to Tenant, or (ii) require Tenant to promptly perform such repairs.

10. Repairs and Alterations by Tenant. Tenant covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good clean condition, reasonable wear and tear and damage by fire or other casualty excepted. Tenant shall make no alterations in, or additions to, the Demised Premises without first obtaining in writing, Landlord's consent for such alterations or additions which consent shall not be unreasonably withheld. All such alterations or additions shall be at the sole cost and expense of Tenant and shall become part of the Demised Premises and shall be the property of the Landlord

11. Landlord's Right of Entry. Landlord shall retain duplicate keys to all doors of the Demised Premises and Landlord and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours upon notice to inspect and examine same, to make repairs, additions, alterations and improvements, to exhibit the Demised Premises during the last six (6) months of the Lease Term to prospective purchasers or tenants, and to inspect the Demised Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder; provided, however, that Landlord shall, except in case of

emergency, afford Tenant such prior notification of an entry to the Demised Premises as shall be reasonably predictable under the circumstances, and the exercise of any right under this Article shall not unreasonably interfere with the Tenant's business operations in the Demised Premises.

During such time as any emergency work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

12. Insurance.

a. Tenant shall carry at its sole expense and during the Term fire and extended coverage insurance insuring Landlord's interest in the Building and the improvements thereto, such insurance coverage to be in an amount equal to the full replacement value of the Building and improvements thereto, as such may increase from time to time.

b. Tenant shall carry during the Term one or more policies of insurance, insuring the Tenant, Landlord and any other person reasonably designated by Landlord against any and all liability for injury to, or death of, a person or persons, or for damage to property as follows:

i. general liability coverage insuring Tenant, Landlord and any other person reasonably designated by Landlord against any and all liability for injury to or death of a person or persons or for damage to property occasioned by or arising out of construction work on the Demised Premises by a contractor hired by it, or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of its agents, contractors, employees, guests, or licensees in the Demised Premises, such policy or its policies to have combined single limit of not less than \$1,000,000.00; and

ii. umbrella liability coverage insuring Tenant, Landlord, and any other person reasonably designated by Landlord, which policy shall not be in the amount of less than \$1,000,000.00, with such coverage to be secondary to the coverage afforded by the general liability policy or policies referred to in subsection (i) above.

c. All insurance policies procured and maintained by each party pursuant to this Article shall name the other party and any additional parties designated by the other party as additional insureds shall be carried with companies licensed to do business in the State of North Carolina reasonably satisfactory to the other party and shall be non-cancelable except after twenty (20) days' written notice to the other party. Such policies or duly executed certificates of insurance with respect thereto, accompanied by proof of payment of the premium therefore, shall be delivered to the other party prior to the Rental Commencement date, and renewals of such policies shall be delivered to the other party at least thirty (30) days prior to the expiration of each respective policy term.

13. Nonliability of Landlord. Landlord and or its agents shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Building adjacent to or connected with the Demised Premises hereby leased or any other part of the Building or any persons transacting any business in the Building or present in the Building for any purpose, or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure of or defect in any electric line, circuit, or facility unless due to the acts or omissions of Landlord, its agents, employees or representatives or the failure of Landlord to fulfill its

Clubhouse Lease

obligation under this Lease. In addition, Landlord shall not be liable for any property stolen or taken from the Premises by any person or persons, except any agent, servant, or employee of Landlord.

14. Default. The following events shall be deemed to be events of default by Tenant under this Lease Agreement: if

- a. Tenant shall fail to comply in any material respect with any term, provision, covenant or warranty by Tenant under this Lease Agreement, other than the payment of the rent or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, unless such matter cannot reasonably be cured within thirty (30) days, in which event Tenant shall not be in default so long as Tenant undertakes such cure within thirty (30) days and completes such cure in a timely and diligent manner thereafter;
- b. Tenant or any guarantor of this Lease Agreement shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;
- c. Tenant shall file a petition under the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or shall be filed against Tenant or any guarantor of this Lease Agreement a petition in bankruptcy or insolvency or similar proceeding that is not dismissed within ninety (90) days, or Tenant or any guarantor shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any such guarantor;
- d. A receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or of any guarantor of this Lease Agreement;
- e. Tenant shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Lease Agreement; or
- f. Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises that is not released or bonded off within thirty (30) days after Tenant receives notice thereof;
- g. Tenant does not comply with all of the rules and regulations in whole set forth in this Lease and as may be amended by Landlord.

15. Waiver of Breach; Cumulative Rights. No waiver by either party of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but restrictive of, or in lieu of those conferred by law.

16. Assignment – Sublease. Tenant may not encumber this Lease, and may not assign this Lease, sublet any part or all of the Demised Premises. Tenant is not, may not become, and shall never represent itself to be an agent of Landlord, and Tenant expressly recognizes that Landlord's title is paramount, and that it can do nothing to affect or impair Landlord's title.

17. Destruction. (a) If the Demised Premises are damaged by fire or other casualty, Landlord shall use its best efforts to have the same repaired or rebuilt as speedily as practical under the circumstances, unless this Lease Agreement is terminated as provided in Subparagraph (b) of this Article, and during the period required

for restoration, a just and proportionate part of rent and all other charges reserved hereunder shall be abated until the Demised Premises are repaired or rebuilt.

a. If the Demised Premises are

i. damaged to such an extent that repairs cannot reasonably be completed within one hundred twenty (120) days after the date of after the casualty or

ii. damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or

iii. damaged or destroyed during the last six (6) months of the Lease Term and Tenant does not exercise any option to renew this Lease for a succeeding term,

then and in any such event Landlord or Tenant may at either party's option terminate this Lease Agreement by notice in writing to the other party within sixty (60) days after the date of such occurrence. Unless Landlord or Tenant elects to terminate this Lease Agreement as hereinabove provided, this Lease Agreement will remain in full force and effect and Landlord shall repair such damage at its expense as expeditiously as possible under the circumstances.

b. If the Landlord should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, such obligation shall be limited to the original Demised Premises. If the cost of performing such repairs exceeds the actual proceeds of insurance paid or payable to Landlord (or that would have been payable had Landlord maintained the coverage under Article 16 of this Lease) on account of such casualty, Landlord may terminate this Lease Agreement unless Tenant, within fifteen (15) days after demand therefore, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose.

c. In no event shall Landlord be liable for any loss damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty not caused by negligent act or omission of Landlord.

d. If Landlord should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, and such repair or rebuilding is not substantially completed within one hundred eighty (180) days after the date of the casualty, the Tenant may elect terminate this Lease Agreement by notice in writing to the other party within fifteen (15) days after the date of such occurrence.

18. Removal of Fixtures, Equipment and Effects. Tenant shall, upon expiration or termination of the Lease Term or any renewal thereof, remove all personalty, trade fixtures and equipment which it has placed upon the Demised Premises, and Tenant shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear, damage by fire or other casualty and repairs the Landlord is required to make hereunder, excepted. If Tenant shall fail or refuse to remove all of Tenant's effects, personalty, trade fixtures and equipment from the Demised Premises within 5 days of the expiration or termination of this Lease Agreement for any cause whatsoever, Landlord may, at its option, remove the same in any reasonable manner that Landlord shall choose and store said effects, equipment and personalty without liability for any loss or damage thereto, and the Landlord shall provide the Tenant with written notification of the location of such property. Tenant shall pay Landlord on demand any and all reasonable expenses incurred

Clubhouse Lease

by Landlord in such removal and storage, including, without limitation, court costs, reasonable attorney's fees at hourly rates customarily charged, and storage charges. Landlord, at its option, may deem such stored property of the Tenant to be abandoned if, after thirty (30) days written notice to Tenant by Landlord, Tenant has failed to retrieve the same, and Landlord in such case may thereafter proceed, without notice, to sell said effects, equipment and personalty or any part thereof at public or private sale and without legal process for such price as Landlord may obtain, and apply the proceeds of such sale to any amounts due under this Lease Agreement from Tenant to Landlord after first paying the expense incident to the removal, storage and sale of said effects, equipment and personalty. The covenants and conditions of this Article shall survive any expiration or termination of this Lease Agreement.

19. Subordination, Attornment and Nondisturbance.

a. Tenant agrees that this Lease Agreement shall be subordinate to any mortgage, deed of trust or other security instrument now or hereafter encumbering the Demised Premises or any component thereof, and to all advances made or hereafter to be made upon the security thereof so long as the mortgagee and any other necessary parties shall agree in writing reasonably satisfactory to the Tenant that the Tenant's permitted use of the Demised Premises and its other rights and remedies under this Lease Agreement will not be disturbed so long as the Tenant is not in default hereunder beyond any applicable cure period. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Tenant, however, upon request of any party in interest, shall execute promptly an instrument substantially in the form as is reasonably required to carry out the intent hereof, whether said requirement is that of Landlord or any other party in interest, including without limitation, mortgages. In the event of foreclosure of any mortgage covering the Demised Premises or any part thereof, or in the event of termination of any lease under which Landlord may hold title, Tenant shall attorn to the purchaser at foreclosure or under power of sale, or to the assignee or transferee of the Landlord's interest to the Landlord upon such lease termination, as the case may be.

b. Within fifteen (15) days after request therefore by Landlord, Tenant agrees to execute and deliver to landlord in recordable form an estoppel certificate prepared by Landlord and addressed to any mortgagee or assignee or Landlord's interest in, or purchaser of, the Demised Premises or any part thereof, certifying (if such be the case) that this Lease Agreement is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rent and other charges have been paid. Such certificate shall also include such other information as may reasonably be required by such mortgagee, proposed mortgagee, assignee, purchaser or Landlord.

20. Quiet Enjoyment. If Tenant promptly and punctually complies with each of its obligations hereunder within any applicable cure period, it shall peacefully have and enjoy the possession of the Demised Premises during the Term of this Lease.

21. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the third day after the date deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Landlord or Tenant at their respective address set forth hereinabove or at such other address as either party shall have theretofore given to the other by notice as herein provided or upon receipt if hand-delivered to such address.

22. Damage or Theft of Personal Property. All personal property brought into Demised Premises by Tenant, or Tenant's employees or business visitors, shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof, or any damage thereto, occasioned by any act of co-tenants, occupants, invitees or other users of the Building.

23. Force Majeure. Except as expressly provided herein, in the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond the Landlord's control (collectively "force majeure") resulting in Landlord's inability to supply the services or perform the other obligations required of Landlord hereunder, this Lease Agreement shall not terminate and Tenant's obligation to pay rent and all other charges and sums due and payable by Tenant shall not be affected or excused except as otherwise provided in this Lease and Landlord shall not be considered to be in default under this Lease Agreement. If, as a result of force majeure, Tenant is delayed in performing any of its obligations under this Lease Agreement, other than Tenant's obligation to take possession of the Demised Premises on or before Rental Commencement Date and to pay rent and all other charges and sums payable by Tenant hereunder, Tenant's performance shall be excused for a period equal to such delay and Tenant shall not during such period be considered to be in default under this Lease Agreement with respect to the obligation, performance of which has thus been delayed.

24. Landlord's Liability. Landlord's personal liability with respect to the provisions of this Lease Agreement shall be limited only to the extent of the fair market value of the Building net of the amount owned by Landlord on any mortgage or mortgages in a commercially reasonable principal amount secured by the Building.

25. Indemnification. Tenant hereby indemnifies Landlord, its agents and employees from, and agrees to hold Landlord, its agents and employees harmless against any and all liability, loss, cost, damage or expense, including all reasonable attorney's fees at hourly rates customarily charged and other reasonable expenses incurred by the Landlord in defense of any claim in connection with the Demised Premises and involving damage or injury to Landlord or Landlord's successors or assigns, the Demised Premises, or any other party or parties, person or persons, for whatever cause. The provisions of this Article shall survive any termination of this Lease Agreement.

26. Submission of Lease. The submission of this Lease Agreement for examination does not constitute an offer to lease and this Lease Agreement shall be effective only upon execution hereof by Landlord and Tenant.

27. Severability. If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease Agreement shall not be affected thereby.

28. Entire Agreement. This Lease Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given either party hereunder, or to insist upon strict compliance by either party with any obligation of the other party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of each party's right to demand exact compliance with the terms hereof.

29. Headings. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.

30. Landlord's Performance of Tenant's Covenants. Notwithstanding any provisions contained herein to the contrary, should Tenant, after any required notice from Landlord, fail to do any of the things required to be done by it under the provisions of this Lease, Landlord in addition to any and all other rights and remedies, may, but shall not be required to, do the same or cause the same to be done, and the reasonable amount of any money

**Clubhouse Lease**



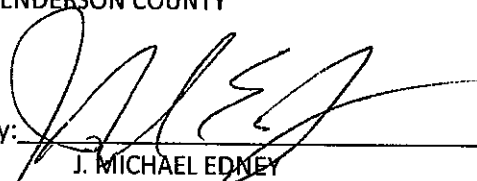
expended by Landlord in connection therewith shall constitute additional Rent for the Lease Term or either of the Extended Lease Terms, due from Tenant to Landlord and shall be payable as Rent on the date for payment of such rent immediately following such expenditure.

31. Title and Authority of Landlord. Landlord represents and warrants to Tenant that Landlord owns fee simple title to Demised Premises and Building and that Landlord has all requisite authority to enter into this Lease with Tenant.

32. Former Premises. Tenant will quit its former premises, located at 714 Sixth Avenue West, Hendersonville, North Carolina, by not later than 30 November 2011, and removed from there all items of its property by such date.

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

HENDERSON COUNTY

By:   
J. MICHAEL EDNEY  
Chairman, Board of County Commissioners

Date 10/3/11

Attest:

  
Secretary to the Board of Commissioners

Date 10/3/11

Tenant:

By: \_\_\_\_\_ (SEAL)      Date \_\_\_\_\_

Title: \_\_\_\_\_

Witness \_\_\_\_\_      Date \_\_\_\_\_

Clubhouse Lease