

December 2, 2019
5:30 p.m.
PUBLIC HEARING

Conditional Rezoning Application #R-2019-05-C - Sirocco Properties, LLC
Sign-up Sheet

Please Print

Name:	Address:
1. CHARLIE OWEN	Fletcher - NC
2. JACK SPIES	" "
3. DONNA LoNardo	" "
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HENDERSON COUNTY BOARD OF COMMISSIONERS

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

GRADY H. HAWKINS
Chairman
WILLIAM G. LAPSLEY
Vice-Chairman

J. MICHAEL EDNEY
REBECCA K. MCCALL
CHARLES D. MESSER

NOTICE

*PUBLIC HEARING

DATE: Monday, December 2, 2019

TIME: 5:30 p.m.

PLACE:
Commissioners' Meeting Room
1 Historic Courthouse Square, Hendersonville

SUBJECTS TO BE CONSIDERED: Public Hearing for Conditional Rezoning
Application #R-2019-05-C, Sirocco Properties, LLC
Residential One (R1) to Regional Commercial -
Conditional District (RC-CD)

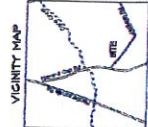

Grady H. Hawkins, Chairman

- = Action may be taken with respect to any of the items to be discussed at this meeting.



REVISIONS

NO.	DATE	DESCRIPTION



PROJECT SUMMARY

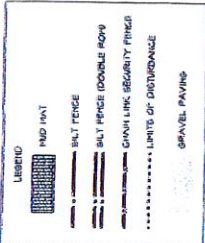
CLIENT / CONTRACT:
 Duke Energy
 Project No. 17-0017
 Phase 1 of 2

LANDSCAPE ARCHITECT:
 James W. Hester
 License No. 3690
 State of North Carolina

PROJECT INFORMATION:
 Project No. 17-0017
 Phase 1 of 2
 25 Jackson Road
 Fletcher, NC 28738

NOTES:

- Effective October 1, 2016, the State of North Carolina requires that all contractors submitting plans for a permit to construct, install, or maintain any structure, including any erosion control measure, must submit a plan for the proposed erosion control measures. The permittee is responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit. The permittee is also responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit. The permittee is also responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit.
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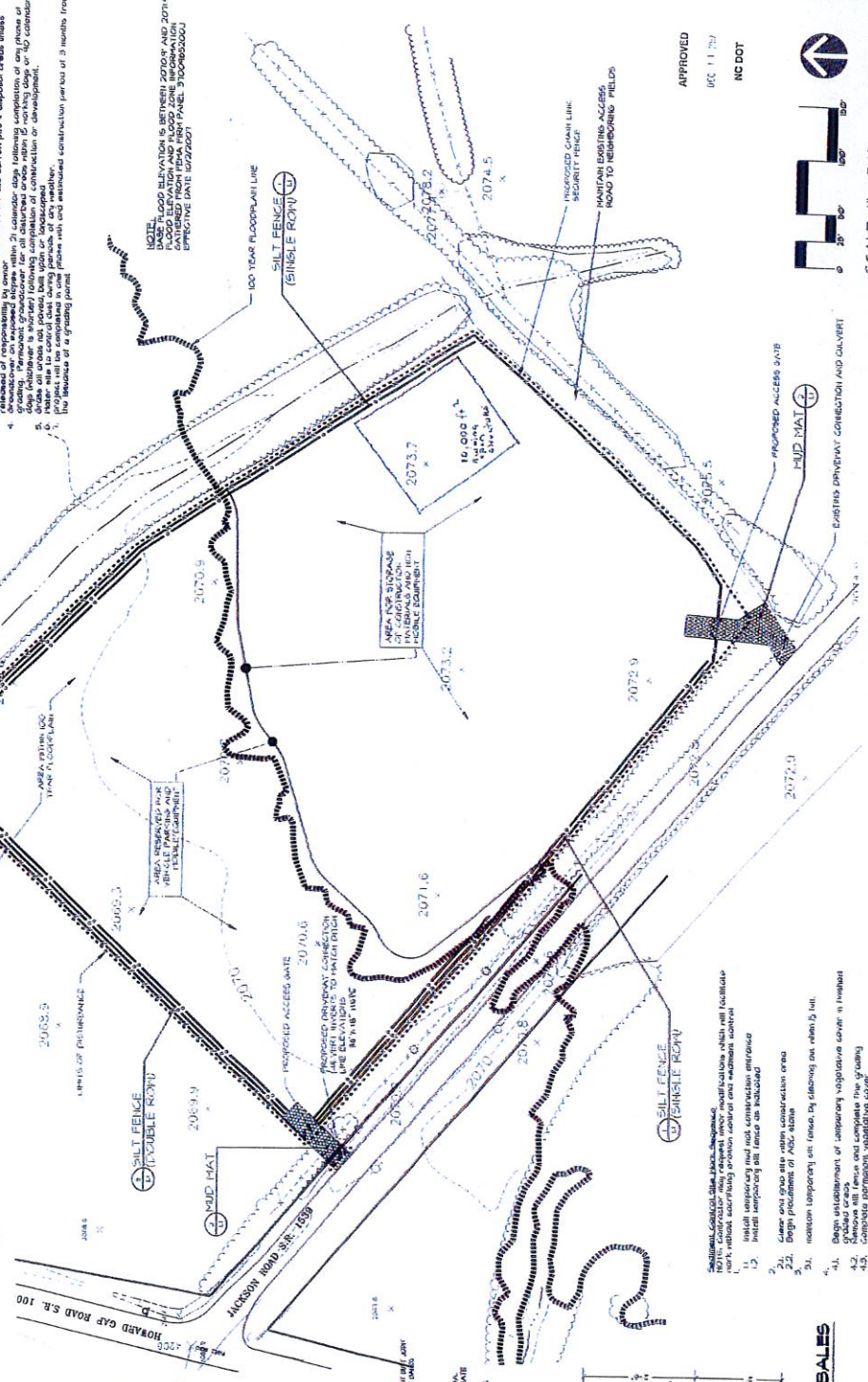


PERMITS AND REGULATIONS:

1. This plan was prepared in accordance with the requirements of the North Carolina Department of Transportation (NCDOT) and the North Carolina Department of Environment and Natural Resources (NCEM).

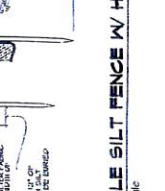
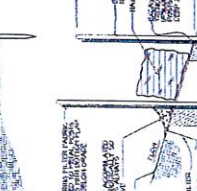
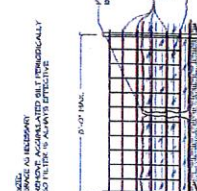
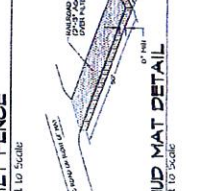
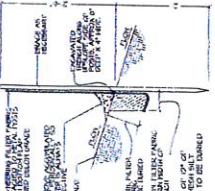
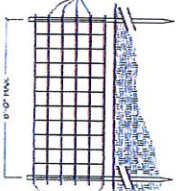
2. The permittee is responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit. The permittee is also responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit. The permittee is also responsible for ensuring that the proposed erosion control measures are in accordance with the requirements of the permit.

NO.	DESCRIPTION	DATE	BY
1	Issue for Review	10/13/17	JWH
2	Issue for Review	10/13/17	JWH
3	Issue for Review	10/13/17	JWH
4	Issue for Review	10/13/17	JWH
5	Issue for Review	10/13/17	JWH



1. Contractor shall install silt fence in accordance with the requirements of the permit.
2. Contractor shall install mud mat in accordance with the requirements of the permit.
3. Contractor shall install gravel paving in accordance with the requirements of the permit.
4. Contractor shall install chain link security fence in accordance with the requirements of the permit.
5. Contractor shall install limits of disturbance in accordance with the requirements of the permit.

DOUBLE SILT FENCE W/ HAY BALES
 Not to Scale






Rezoning Application R - 2019 - 05 - C
Applicant: Sirocco Properties, LLC
Total Area: 7.77 acres
Current Zoning: R1



0 75 150 300 450 600
feet

This map is prepared from the best available property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained in this map. Henderson County and the mapping company

N

-  Subject Area
-  Streets
-  Parcels

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: December 2nd, 2019

SUBJECT: Updated Lease – Forge Mountain Site – Add on for Consent Agenda

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: (1) Lease agreement

SUMMARY OF REQUEST:

Henderson County Emergency Services maintains five (5) mountaintop transmitter sites for the installation of our emergency communications system. Each of these sites is located on property which the County leases for the installation of our towers, buildings and equipment. Several of these sites have been in use since the 1980s. One of these sites is the Forge Mountain Transmitter site. Our existing lease agreement for this site was executed in 2013 with Fullam Family Limited Partnership, LLC. For the past few months staff worked with the landowner and the County Attorney to develop an updated lease which was required based on material changes to the LLC. The revised lease is being presented for the Board's consideration.

BOARD ACTION REQUESTED:

Approve the attached lease between Henderson County and Fullam Family Limited Partnership, LLC and authorize the County Manager so sign the lease on behalf of Henderson County.

Suggested Motion:

I move to approve the attached lease between Henderson County and Fullam Family Limited Partnership, LLC and authorize the County Manager so sign the lease on behalf of Henderson County.

MEMORANDUM OF LEASE

Fullam Family Limited Partnership, 40 Fullam Lane, Mills River, NC 28759
(Name and address or description of lessor or lessors)

hereby lease(s) to Henderson County Government
(Name and address or description of lessee or lessees)

for a term beginning the 2nd day of December, 2019
(Month) (Year)

and continuing for a period of 5 years, including 3 additional 5-year renewals, the following property: See Exhibit A.

(If applicable: [There exists an option to purchase with respect to this leased property, in favor of the lessee which expires the ____ day of _____, _____, which
(Month) (Year)
is set forth at large in the complete agreement between the parties].)

The provisions set forth in a written lease agreement between the parties dated the 2nd day of December, 2019, are hereby incorporated in this memorandum.
(Month) (Year)

[Seal]

Willie Fullam, Managing Partner

[Seal]

Steve Wyatt, County Manager

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, entered into as of the 2nd day of December, 2019, by and between the Fullam Family limited partnership (hereinafter referred to as "Landlord"), and Henderson County, North Carolina, (hereinafter referred to as "Tenant");

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property located in Henderson County, North Carolina, on the terms and conditions hereafter set forth.

1. LEASED PREMISES; USE OF PREMISES. Landlord hereby leases, demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the purposes set forth herein, the parcel of (hereinafter called the "Premises") measuring approximately sixty (60) feet by sixty (60) feet of , as shown on the drawing attached hereto as Exhibit "A".

The Premises shall be used for the construction and maintenance of a communications tower ("the Tower") and all reasonably related purposes. Tenant shall have the right to reasonably clear and thereafter to reasonably keep clear the Premises, access road, guy anchor locations and any utility easement areas of trees, bushes, rocks, and other conditions affecting the use of the Premises. Tenant shall have the following obligations with respect to the Premises and the Tower:

- A. To construct a fence around Tower and any buildings constructed on the Premises, sufficient to keep persons who do not have Tenant's permission to enter from entering the Premises;
 - B. To provide adequate warning signs surrounding the Premises to discourage people attempting to enter the Premises;
 - C. To construct and maintain adequate anchors and guy wires to hold the Tower in place, given its location at the top of a mountain, and to prevent injury to persons or property;
 - D. To do all other things necessary to prevent unauthorized persons from entering the Premises, and sustaining injury from the Tower or its guy wires.
2. ACCESS TO PREMISES. Tenant shall have access for purposes of ingress, egress, and regress to the Leased Premises over the existing road and a road to be constructed by Lessee serving the Tower site. The Landlord assumes no responsibility for the

maintenance of said road, which maintenance shall be the sole responsibility of those parties using said road. Tenant shall have the right to maintain and repair said roadway, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas.

3. UTILITIES. Tenant shall be responsible to obtain and pay for service for all utilities required by Tenant for the operation of its Tower.
4. PARKING. Tenant shall have the right to reasonably park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspections, and at times of necessary repair work. Provided Tenant shall not interfere with the properties or operations of the property owner.
5. GUY WIRES. Tenant intends to build a self-supporting tower on site but shall retain the right to run reasonable and necessary guy wires from the Tower to be constructed on the Premises, over, and across the adjoining lands of Landlord as may be reasonably necessary for the proper support of the Tower, including at such points the rights to install anchors of such size and materials as shall be necessary to secure the guy wires. The guy wires and anchors shall be located as shown on the plan annexed hereto as Exhibit A, but the Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises. In no event shall the Tower exceed 140 feet in height, unless approved by landlord and a variance to the ridgeline ordinance is granted by the County of Henderson.
6. LEASE TERM. This Lease shall be for a term of five (5) years, commencing on either (a) the date upon which Tenant actually starts construction on the Premises or (b) the date of the Lease, whichever occurs last and shall be renewable at the sole discretion of the Tenant for two additional and consecutive five (5) year terms. For each such renewal, the Rent (as stated below) shall be increased by ten percent (10%) from the rent prior to the renewal. This Lease may be renewed thereafter upon mutual agreement between Lessor and Lessee.
7. RENT. The Tenant shall make annual payments to the Landlord in the sum of \$8000.00. Tenant shall be responsible for all costs in connection with the Tower and operation thereof. Annual payments shall be due on January 1 of each year.
8. PERMITTED ACCESS. Landlord shall be able to access the Tower site at any reasonable time to inspect the site and ensure the terms of this lease are in order.
9. LANDLORD'S OTHER LANDS. Tenant may enter upon the adjacent or nearby lands of landlord from and after the date of execution of the Lease by Landlord for the

purpose of making surveys and conducting soil, engineering and other tests to the extent reasonably necessary for said surveys or soil, engineering and other tests.

10. ASSIGNMENT; SUBLEASING. Tenant shall not have the right, at any time, to assign this Lease, or sublet the Premises, in whole or in part, without first obtaining Landlord's consent. Provided, that Tenant shall have the right to include any emergency service agency serving the area without additional consent.
11. SUCCESSORS AND ASSIGNS. During the lease term Tenant shall peacefully and quietly enjoy the Premises, and easements granted hereunder, subject to the terms of this Lease. All the terms covenants and conditions of this Lease shall inure to the benefit of and shall be binding upon the parties hereto, their heirs and assigns, and shall be deemed to run with the land.
12. DEFAULT. Tenant shall be deemed to be in default of this Lease if Tenant fails to correct any default after Landlord has given Tenant written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice.

13. All correspondence relating to this Lease shall be sent to the following addresses:

Landlord:	Fullam Family Limited Partnership	Copy to: Darryl Fullam
	40 Fullam Lane	1705 John Smith Rd
	Mills River, NC 28759	Columbus, NC 28722

Tenant:	Henderson County
	1 Historic Courthouse Square
	Hendersonville, NC 28793

14. IMPROVEMENTS. All improvements including buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant upon the Premises or the guy anchor locations shall remain personal property of Tenant shall be removed by Tenant upon the expiration of the Lease. Tenant shall repair the Premises upon the removal of any such improvements at Tenant's expense, leaving the premises in the same condition as at the commencement of the Lease.
15. INDEMNIFICATION. Tenant shall be in exclusive control and possession of the Premises. Landlord shall not be liable for any injury or damages to any property or any person on or about the Premises, nor for any injury or damage to any property of Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, including reasonable attorneys' fees and other costs of representation, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees. Tenant represents that it is insured with liability insurance in an amount equal to \$1,000,000, and that it will maintain

said liability insurance with coverage in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.

16. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina.
17. REGULATIONS. Tenant shall comply with all governmental regulations, rules and laws, and shall obtain any necessary licenses to construct the Tower on the Premises as required by the Federal Aviation Authority, or other governmental entity. Tenant covenants that it will use the leased premises in accordance with all relevant governmental authority and shall not violate any law, regulation or other governmental code with respect to the use of the premises.
18. ACKNOWLEDGEMENTS. When properly completed, a certificate in substantially the following form may be used and shall be sufficient under the law of this State to satisfy the requirements for a notarial certificate for one or more individuals, acting in his, her, or their own right or, whether or not so stated in the notarial certificate, in a representative or fiduciary capacity, including one or more individuals acting on behalf of an unincorporated association, as an officer or director of a corporation, as a partner of a general or limited partnership, as a manager or member of a limited liability company, as the trustee of a trust, as the personal representative of a decedent's estate, as an agent or attorney in fact for another, as the guardian of a minor or an incompetent, or as a public official. The authorization of the form in this section does not preclude the use of other forms. This section applies to notarial certificates made before, on, and after December 1, 2005.

IN WITNESS WHEREOF, this lease has been executed as of the day and year first above written.

_____(Seal)
Willie Fullam, Managing Partner

_____(Seal)
Darryl Fullam, Partner

_____(Seal)
Carla Fullam, Partner

HENDERSON COUNTY,
Tenant

_____(Seal)
Steve Wyatt, County Manager

North Carolina, Henderson County.

I _____, do hereby certify that
_____ and _____ personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and (where an official seal is required by law) official seal this the
_____ day of _____, 20_____.

(Official seal)

Signature, Notary Public

Print Name, Notary Public

My Commission expires:_____

IN WITNESS WHEREOF, this lease has been executed as of the day and year first written

Ottis Clayton heirs
Lessor

_____[Seal]
Neta Clayton Council

_____[Seal]
Ottis Clayton Jr.

_____[Seal]
Marilyn Tyer

North Carolina, Hyde County.

I _____, do hereby certify that
_____ and _____ personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and (where an official seal is required by law) official seal this the
_____ day of _____, 20_____.

(Official seal)

Signature, Notary Public

Print Name, Notary Public

My Commission expires: _____

[PRE-AUDIT CERTIFICATION]

EXHIBIT A

Henderson County
Parcel Number 9968503



01/21/2018

© 2018 Pictometry

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: December 2, 2019

SUBJECT: Appoint representative to North Carolina Environmental Management Commission meeting - Add on Discussion

PRESENTER: Marcus Jones

SUMMARY OF REQUEST:

The North Carolina Environmental Management Commission will next meet in January of 2020. On their agenda is scheduled to be the Commission's initial consideration of the merger between the Metropolitan Sewerage District of Buncombe County and Henderson County's Cane Creek Water and Sewer District. This Board may wish to select a representative to accompany staff in order to respond to any questions which may arise during the Commission's consideration.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Selection of a member to act as representative to the Environmental Management Commission's January meeting, as desired.

If the Board is so inclined, the following motion is suggested:

I move that the Board select _____ as representative to the North Carolina Environmental Management Commissioner's January meeting.

PUBLIC COMMENT SIGNUP SHEET

DECEMBER 2, 2019

Pursuant to N.C. Gen. Stat. §153A-52.1, the Henderson County welcomes public comment at its meetings. Please note that each speaker is limited to three (3) minutes, unless a different time limit is announced. Also, the Board may adopt rules limiting the number of persons speaking taking the same position on a given issue, and other rules regarding the maintenance of good order.

Each speaker should be aware and by their signatures hereto they agree that their comments may be recorded (by audio-visual recordings, photography or other means), and may be (but are not required to be) broadcast by the County as a part of the broadcast of this meeting, or as a part of the County's programming on its local video channel(s). By their signature they further agree that Henderson County is and will be the sole owner of all rights in and to such programming. The undersigned hereby indemnifies Henderson County, its employees and agents, against any and all claims, damages, liabilities, costs and expenses arising out of the use of the undersigned's images and words in connection therewith.

1. Dennis Justice
PRINTED NAME
31 Tamis Lane
Fletcher, NC 28732
MAILING ADDRESS

[Signature]
SIGNATURE
Parks & Recreation
Topic

2. Jody Williams
PRINTED NAME
21 Shackelford Dr.
Asheville, N.C. 28806
MAILING ADDRESS

[Signature]
SIGNATURE
Help Asheville Bears
Topic

3. TERESA NEWMAN
PRINTED NAME
1976 White Tree Trail
Asheville, NC 28804
MAILING ADDRESS

[Signature]
SIGNATURE
Help Asheville Bears
Topic

4. _____
PRINTED NAME

MAILING ADDRESS

SIGNATURE

Topic

December 2, 2019
5:30 p.m.
PUBLIC HEARING

Rezoning Application #R-2019-06, King Community Commercial (CC) to Residential One (R1)
Sign-up Sheet

Please Print

Name:

Address:

1. Chris King

947 Upward rd.

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HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
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NOTICE

*PUBLIC HEARING

DATE: Monday, December 2, 2019

TIME: 5:30 p.m.

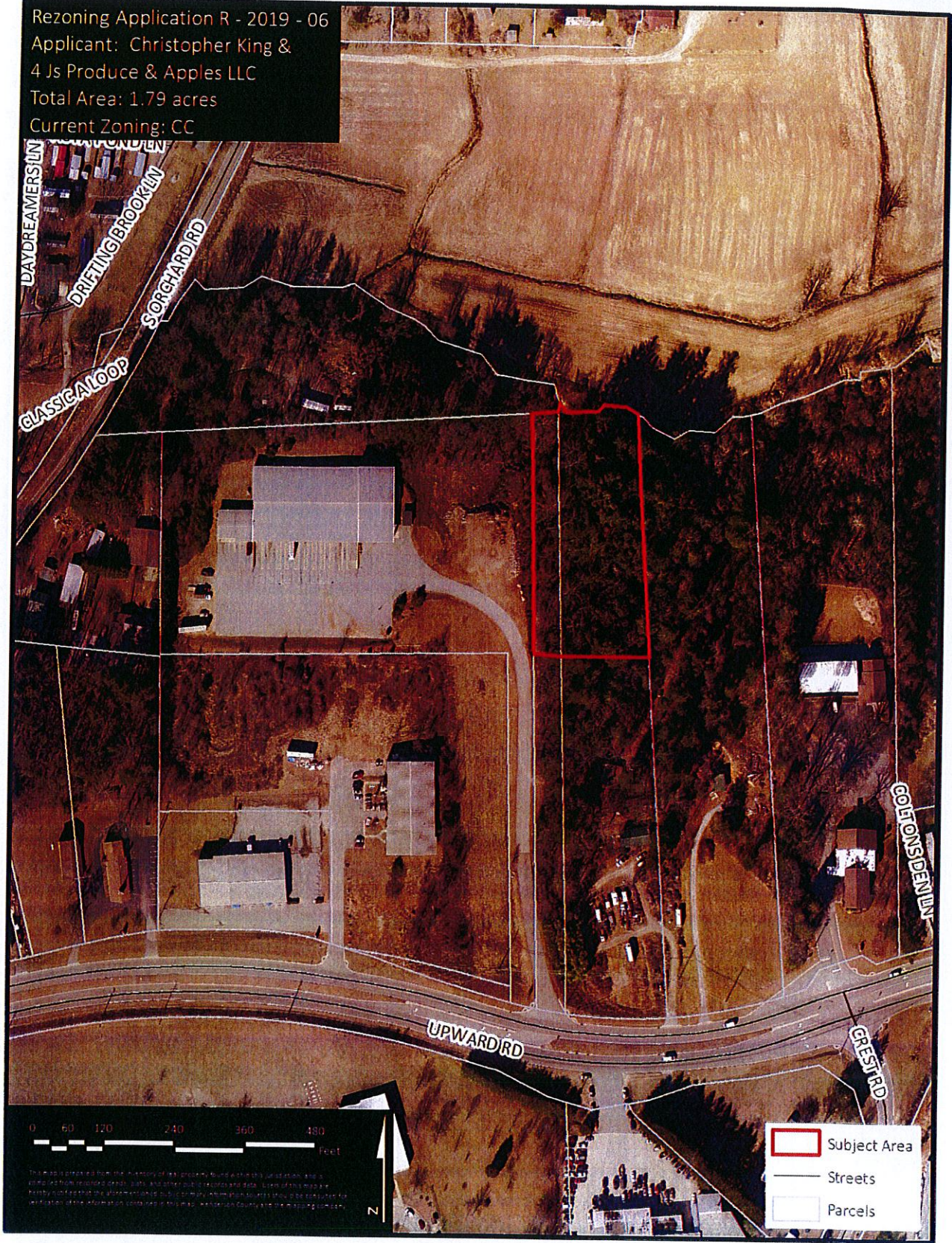
PLACE:
Commissioners' Meeting Room
1 Historic Courthouse Square, Hendersonville

SUBJECTS TO BE CONSIDERED: Rezoning Application #R-2019-06, King, Community Commercial (CC) to Residential One (R1)


Grady H. Hawkins, Chairman

- = Action may be taken with respect to any of the items to be discussed at this meeting.

Rezoning Application R - 2019 - 06
Applicant: Christopher King &
4 Js Produce & Apples LLC
Total Area: 1.79 acres
Current Zoning: CC



\$50,000 REWARD

For Information Leading to the Conviction of Person(s) Illegally Using Traps for Bears or Selling Bear Parts in WNC

12 Bears with missing part of limbs in Asheville Area



Bears missing front leg or paw:

- 1-Mother with 2 cubs Ridgecrest missing front leg
- 1-Mother with 3 cubs missing front left leg in Arden (posted on WLOS Facebook page)
- 1-Mother with 3 cubs missing front right leg in Arden
- 1-Single bear missing front leg in Mills River
- 2-Different single bears in Bee Tree missing front leg
- 1-Single bear missing front leg in North Fork
- 1-Mother with 2 cubs in Arden missing front leg
- 1-Smaller bear in Horseshoe missing part of right front leg
- 1-Cub in Mills River Missing limb
- 1-Female in East Asheville missing left rear limb since last year
- 1-Female with 3 cubs near Town Mountain Rd missing part of front paw

Contact us:

E-mail: helpashevillebears@gmail.com

www.facebook.com/helpashevillebears

Or Contact Your Local Authorities

Photos of Asheville's injured bears
As of November 26, 2019
www.facebook.com/helpashevillebears

