

#10

Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **00180547-001**

BILL TO

ADMIN
 HAYWOOD COUNTY ADMINISTRATION
 215 N MAIN STREET -THIRD FLOOR
 COURTHOUSE
 WAYNESVILLE, NC 28786

VENDOR

0
 MAB-RGA WAYNESVILLE LP
 525 N TRYON ST
 STE 1600
 CHARLOTTE, NC 28202

SHIP TO

ADMIN
 HAYWOOD COUNTY ADMINISTRATION
 215 N MAIN STREET -THIRD FLOOR
 COURTHOUSE
 WAYNESVILLE, NC 28786

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
334-462-8851		919-882-8023				J CRK SOIL RECLAM PRJ-HAULIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
01/08/2018	35153				ECONOMIC DEVELOPMENT		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	JONATHAN CREEK SOIL RECLAMATION PROJECT-HAULING			1.0	EA	\$25,000.00000	\$25,000.00
	ADMIN J CRK SOIL RECLAM P HAYWOOD COUNTY ADMINISTRATION 215 N MAIN STREET -THIRD FLOOR COURTHOUSE WAYNESVILLE, NC 28786 Phone: 828-452-6625 FAX: 828-452-6715						
	48	-4920-519205-18JCK					\$25,000.00
	48	-4920-519205-18JCK					25,000.00

Purchase Order Total
\$25,000.00

PURCHASING COPY



HAYWOOD COUNTY

PURCHASE REQUISITION

DATE REQUESTED: 1/8/2018 DATE WANTED:

Table with columns: QUANTITY, DESCRIPTION, ITEM #, ACCOUNT, UNIT PRICE, EXTENSION. Includes entry for Jonathan Creek Soil Reclamation Project Hauling with a total of \$25,000.00.

SUGGESTED BIDDERS: MAB-RGA WAYNESVILLE, LP. 525 N. Tryon Street, Ste. 1600 Charlotte, NC 28202. SHIP TO: Haywood County Administration 215 N. Main Street Waynesville, NC 28786. FOR PURCHASING USE ONLY: VENDOR #, P.O. # 180547, ATTACHMENTS.

I HEREBY CERTIFY THAT THE ARTICLES NAMED IN THIS WITHDRAWAL ARE NECESSARY FOR THE OPERATIONS OF THIS DEPARTMENT.

Handwritten notes: *see attached pages signed & approved by BOCC chair, Kirk Kirkpatrick

Signature of Department Head or Designee. DATE: 1/8/18

Signature of Purchasing Manager. DATE: 1/8/18

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Jeffery J. Stahl
Stahl Cowen Crowley Addis, LLC
55 W Monroe Street, Suite 1200
Chicago, Illinois 60603
HAYWOOD COUNTY TAX CERTIFICATION

DATE 11/20/17 BY KH.

There are no delinquent taxes due that are a lien
against parcel number(s) 8607-27-9452

Mike Matthews, Haywood County Tax Collector

Date: 11-20-17 By: [Signature]



2017010764

HAYWOOD CO, NC FEE \$26.00
PRESENTED & RECORDED

11-20-2017 08:50:10 AM

SHERRI C. ROGERS
REGISTER OF DEEDS
BY: STACY C. MOORE
ASSISTANT

BK: RB 941

PG: 83-94

TEMPORARY EASEMENT AND FILL AGREEMENT

THIS TEMPORARY EASEMENT AND FILL AGREEMENT (the "Agreement") is made this 17th day of November, 2017 (the "Effective Date"), by and between the Haywood County, North Carolina a body politic and corporate (the "Grantor"), and MAB-RGA WAYNESVILLE, LP, a Delaware limited partnership ("MAB").

RECITALS

WHEREAS, the Grantor, is the owner of that certain real property (the "Grantor Property") situated at the southwest corner of Potts Drive and Jonathan Creek Road, in Haywood County, North Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof;

WHEREAS, MAB is the owner of that certain real property (the "MAB Property"), situated in the Town of Waynesville, Haywood County, North Carolina, as more particularly described on Exhibit B attached hereto and made a part hereof;

WHEREAS, the Grantor Property and the MAB Property are sometimes hereinafter referred to collectively as the "Parcels" or singularly as a "Parcel" and Grantor and MAB are sometimes referred to herein collectively as the "Parties" and individually as a "Party" and Grantor and MAB, and all subsequent owners of all or any portion of the Parcels are sometimes referred to herein collectively as the "Owners" and individually as the "MAB Owner" or the "Grantor Owner";

WHEREAS, MAB desires to establish an exclusive, temporary easement on, across and through the Grantor Property for purposes of (a) relocating soil and other similar fill materials consistent with the geotechnical report prepared by MAB's consultant, PM Environmental, Inc., free of construction debris (the "Fill") from the MAB Property to the Grantor Property into stockpile(s), and (b) the right to (i) clear such portions of the Grantor Property required for relocation of the Fill; (ii) enter the Grantor Property, and (pursuant to the Permits, as hereafter defined) utilizes a haul road onto and across the Grantor Property, for

purposes of relocating the Fill; (iii) allow MAB and its contractors, employees, agents and equipment to access and remain upon the Grantor Property in connection with relocating the Fill; and (iv) act in compliance with the Permits (hereinafter defined below) such that any erosion control measures erected or constructed on the Grantor Property by Grantor are not disturbed and remain intact as same may be required in connection with relocation of the Fill (collectively the "Easement"); and to enter into certain covenants and agreements with Grantor in connection with said Easement, all as more fully set forth in this Agreement; and

WHEREAS, Grantor, having the requisite authority to encumber and bind the Grantor Property, desires to grant the Easement to MAB and to enter into certain covenants and agreements with MAB in connection with said Easement, all as more fully set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENTS

1. **Recitals.** The Recitals set forth above are incorporated herein by reference as if full set forth hereinafter.

2. **Grant of Easement.** Grantor, on behalf of itself and its successors and assigns, hereby grants to MAB, for the benefit of MAB, the Easement, on, across and through the Grantor Property, which Easement shall expire on the Completion Date, as defined in Section 6 below.

3. **Permits/Licenses.** Grantor shall obtain any and all permits, licenses or other governmental approvals required in connection with relocation of the Fill (as published in the geotechnical report by MAB's consultant, PM Environmental, Inc.) from the MAB Property to the Grantor Property (collectively the "Permits"). Grantor is applying with NCDEQ and NCDOT for permits and will promptly notify MAB when approved. On or before December 5, 2017, Grantor shall have placed on the Grantor Property, erosion control measures and silt fencing in an area designated by Grantor, which shall, at a minimum, be directly accessible from the haul road and no less than one (1) contiguous acre in size ("Pre-Permit Fill Area"). Prior to the issuance of the Permits, MAB shall be permitted to deposit Fill within the Pre-Permit Fill Area, and agrees not to deposit Fill in any other area of the Grantor Property unless and until the issuance of the Permits. Grantor shall be responsible for the installation of all erosion control measures, including stone entrance, haul road, silt fence, sediment basin and similar as same may be required by such Permits. Should any of the Permits require MAB's approval or consent, MAB agrees it will not unreasonably withhold, condition, or delay such consent or approval. Further, Grantor will make applications for Permits to be issued at the Grantor Property, whether in the name of MAB, in the name of Grantor, or any combination thereof. MAB will cooperate with the reasonable requests of Grantor in connection with the obtaining of any Permits required hereunder.

4. **Payment of Costs; Minimum Deposit.** MAB agrees that the Fill deposited at the Grantor Property shall be provided at no cost to the Grantor; provided however, the Grantor agrees it shall reimburse MAB for the reasonable costs and expenses incurred in relocating of the Fill onto the Grantor Property as follows: Grantor will reimburse MAB one dollar (\$1.00) for every one (1) cubic yard of Fill deposited at the Grantor Property (the "Reimbursement"), and MAB agrees to deposit no less than twenty-five thousand (25,000) cubic yards (the "Minimum Deposit") of Fill at the Grantor Property. MAB will notify Grantor when it has, or is in the process of, depositing the final amounts of the Minimum Deposit, prior to MAB depositing any further Fill at the Grantor Property. MAB shall thereafter deposit no further amounts of Fill at the Grantor Property without the prior approval of Grantor, which approval will not be unreasonably withheld, conditioned or delayed. After the Completion Date, as hereafter defined, MAB will present a written invoice to Grantor attesting to completion of the work and the amount for which MAB is billing Grantor for reimbursement. The Reimbursement shall be paid to MAB by Grantor within thirty (30) days of MAB's presentment of an invoice. Grantor, at its sole cost and expense, shall obtain two (2) topographical surveys of the Grantor Property, which surveys shall be performed by a Professional Licensed Surveyor in the State of North Carolina, the first upon the Effective Date, and the second within thirty (30) days after of the Completion Date, which surveys may be used to determine the total amount of Fill deposited at the Grantor Property.

5. **Placement of the Fill.** Upon delivery of the Fill from the MAB Property to the Grantor Property, MAB shall be permitted to deposit the Fill as directed by the Grantor and pursuant to the Permits, provided that no deposits may be made within those portions of the Grantor Property located within the FEMA designated Floodway, as depicted on Exhibit C attached hereto and delineated on the Grantor Property (the "Restricted Zone"). Other than as required under the Permits, MAB shall only be required to keep the Restricted Zone free from Fill, and may otherwise stockpile the Fill across the Grantor Property, in quantities, locations and manner as reasonably determined by the Grantor. Once Fill has been deposited at the Grantor Property, MAB shall have no further obligations or responsibilities with respect to such Fill, including but not limited to the obligation to compact, spread or otherwise further handle the Fill at the Grantor Property. Other than the representation that the Fill shall be free of construction debris, MAB makes no representation or warranty, express or implied, as to the consistency, quality or suitability of the Fill deposited at the Grantor Property. Grantor has previously examined the geotechnical report published by MAB's consultant, PM Environmental, Inc., for the MAB Property and has independently determined and satisfied itself that it is willing to accept the Fill from the MAB Property described therein.

6. **Duration of Easement.** The Easement shall remain effective until the earlier of (i) the date on which MAB has completed relocation of Fill from the MAB Property to the Grantor Property; (ii) two (2) years from the date of this Agreement; or upon MAB's early termination of this Agreement pursuant to Section 19 below (the "Completion Date"). Notwithstanding the expiration of the Easement on the Completion Date, all other terms and

conditions contained in this Agreement, including but not limited to the Grantor's obligation to pay the Reimbursement to MAB, shall remain in full force and effect thereafter.

7. **Covenant not to Interfere.** Grantor, on behalf of itself and its successors and assigns, covenants and agrees not to suffer or permit the erection of any manmade or natural barrier or suffer or permit any other interference which adversely affects the MAB Owner's use or enjoyment of the Easement without the prior written consent of MAB Owner.

8. **Binding Nature of Grant.** Except for the Reimbursement, the foregoing rights, covenants, duties and obligations shall not be personal to the Parties hereto but shall be covenants running with the land, inuring to the benefit of and binding up the then current Owners and lawful occupants of the respective Parcels. MAB shall have sole rights to the receipt of the Reimbursement. All rights hereunder may be enforced at law or in equity.

9. **Recording.** This Agreement may be recorded by either Party hereto, with the Party requesting such recording to bear the cost and expense relating to the same.

10. **Costs of Enforcement.** If legal action is initiated by either Party against the other for the purpose of enforcing or interpreting this Agreement, the prevailing Party shall be entitled to recover from the losing Party its reasonable expenses, including attorneys' fees and costs.

11. **Amendments.** The provisions of this Agreement may be modified or amended only by written instrument signed by all Parties.

12. **Headings.** The headings contained in this Agreement are for convenience only and shall in no way expand or limit the scope of meaning of the various sections and paragraphs hereof.

13. **Waiver.** A Party's waiver of any covenant or condition contained in this Agreement shall not be construed as a waiver of a subsequent breach hereof. The consent or approval by a Party to or of any act by the other Party requiring such consent or approval shall not be deemed to render unnecessary the consenting Party's consent or approval to or of any subsequent act. No breach of a covenant or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the waiving Party.

14. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same instrument.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to its choice of law provisions.

17. **Relationship of the Parties.** Nothing in this Easement shall be deemed or construed to create the relationship of principal and agent, or of limited or general partners, or of joint ventures or of any other association between the Parties.

18. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

19. **Early Termination.** Notwithstanding anything to the contrary in this Agreement, in the event that the Grantor has failed to obtain all Permits required for MAB to deposit the Fill at the Grantor Property on or before December 15, 2017, MAB have the option to terminate this Agreement at any time thereafter, and upon such election by MAB, this Agreement shall be considered as null and void, and of no further force or effect on either party. If MAB terminates this Agreement pursuant to this Section 19, MAB shall not be required to deposit the Minimum Deposit at the Grantor Property, and the Grantor shall only be required to pay to MAB the Reimbursement for the amounts of Fill delivered at the Grantor Property, through the date of such early termination by MAB.

[Counterpart Signatures Continue on Following Pages]

IN WITNESS WHEREOF, MAB has executed, or caused this Easement Agreement to be executed, on the day and date first written above.

MAB-RGA WAYNESVILLE, LP a Delaware limited partnership

By: Cary Uetz

Name: Cary Uetz

Its: Authorized Agent

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, the undersigned Notary Public in and for said County and State, hereby certify that CARY UETZ, as AUTHORIZED AGENT of MAB-RGA WAYNESVILLE, LP, a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before this day that, being informed of the contents of the instrument, he, as such individual and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 16th day of NOVEMBER, 2017.

[AFFIX SEAL BELOW]



Patricia Goldfarb
Notary Public

My Commission Expires: 3/29/2022

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

8607-27-9452

BEGINNING at an iron stake set (being a metal fence post) at the Western right-of-way of Jonathan Creek Road (U.S. Hwy. 276) which iron stake lies North 17-12-52 East 98.39 feet from NCGS Monument "TRIT" (NCGS Monument "MULE" lies North 28-55-44 East 2,988.07 feet from "TRIT") and runs North 67-31-37 West 839.22 feet (passing through a new iron stake [metal fence post] at 793.82 feet) to a point in the center of Jonathan Creek; thence with Jonathan Creek, as it meanders, seven calls: (1) North 22-10-24 East 99.48 feet, (2) North 39-58-40 East 213.22 feet, (3) North 36-12-48 East 447.36 feet, (4) North 71-28-35 East 204.98 feet, (5) North 52-50-46 East 276.30 feet, (6) North 43-16-11 East 217.77 feet, and (7) North 45-41-53 East 287.26 feet to a point on the Northern edge of a steel and timber bridge spanning the creek, being the Westmost corner of the Thomas Bryan Medford lot described in Deed Book 327 at Page 50; thence with the Southerly margin of that Lot and his adjoining Lot described in Deed Book 419 at 1163, and a tract belonging to John Michael Medford (461/82) South 43-56-43 East 354.68 feet (running generally along Pitts Drive) to an iron pin set in the Westeily margin of the right-of-way of Jonathan Creek Road where Potts Drive intersects with said Road; thence with said right-of-way seven calls: (1) South 29-03-53 West 10.12 feet to the South edge of Potts Drive; (2) continuing South 29-03-53 West 41.23 feet, crossing a 40-foot Drainage Easement belonging to the N.C.D.O.T. as described in Deed Book 238, Page 596, said easement running parallel with Potts Drive, (3) continuing South 29-03-53 West 105.07 feet to a concrete R/W Monument; (4) South 29-04-39 West 701.26 feet to another concrete R/W Monument, (5) South 29-06-56 West 145.77 feet, (6) South 28-30-20 West 153.38 feet, and (7) a curve to the left (Radius 2,661.48 feet a linear distance of 286.88 feet (Chord South 24-17-56 West 286.74 feet) to the BEGINNING, containing 22.091 acres, per survey and plat of L. Kevin Ensley, PLS, dated March 23, 2007, entitled "Survey for William Lucius Jones" and identified as Job B-005-07.

SUBJECT TO the aforesaid USDOT Drainage Easement and the easement for Potts Drive as the same exists, and the rights of various persons, if any, to take water from Jonathan Creek.

This property is located within a Flood Zone.

Reference: Will Book 4 Page 431; Deed Book 75 Page 184 Tract 1; Deed Book 122, Page 637

EXHIBIT B

LEGAL DESCRIPTION OF MAB PROPERTY

PARCEL 1 (PIN 8616-12-9629):

BEGINNING AT A P.K. NAIL IN THE WESTERN MARGIN OF A 25-FOOT RIGHT OF WAY AT THE NORTHEAST CORNER OF MUSE'S PROPERTY (DEED BOOK 363, PAGE 702, HAYWOOD COUNTY REGISTRY), SAID NAIL BEING THE BEGINNING POINT OF THE PROPERTY DESCRIBED IN DEED DATED DECEMBER 30, 1988, FROM JOHN M. CHERBA AND WIFE, GEORGIA P. CHERBA, TO KENNETH K. STAHL AND WIFE, JEAN J. STAHL (DEED BOOK 396, PAGE 89), AND RUNS THENCE ALONG AND WITH MUSE'S LINE S 86-42-29 W 163.38 FEET TO A NEW IRON PIPE IN MUSE'S LINE (BOOK 291, PAGE 595); THENCE ALONG AND WITH MUSE'S (LAST-MENTIONED) LINE N 06-53-22 W (CROSSING A 3-FOOT BRANCH) 224.78 FEET TO AN EXISTING IRON PIPE IN THE SOUTHERN MARGIN OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY; THENCE ALONG AND WITH SAID RIGHT OF WAY EIGHT (8) CALLS AS FOLLOWS: N 31-34-14 E (WITH A FENCE LINE) 70.19 FEET TO A RIGHT OF WAY MONUMENT; N 27-15-09 20.00 FEET TO A RIGHT OF WAY MONUMENT; N 65-52-42 E (WITH A FENCE LINE) 194.39 FEET; N 64-29-37 E 8.63 FEET TO A RIGHT OF WAY MONUMENT; S 29-48-38 E 222.51 FEET; S 34-45-23 E 36.54 FEET TO A RIGHT OF WAY MONUMENT; N 55-14-37 E 30.49 FEET TO A RIGHT OF WAY MONUMENT; S 32-10-28 E 50.10 FEET TO AN EXISTING IRON PIPE; THENCE S 68-20-55 W 51.42 FEET TO A POINT IN THE CENTER OF A 20-FOOT RIGHT OF WAY; THENCE ALONG AND WITH THE CENTER OF SAID RIGHT OF WAY AND WITH A DRIVEWAY THREE (3) CALLS AS FOLLOWS: N 83-46-33 W 85.36 FEET; N 74-41-33 W 80.00 FEET; N 55-41-33 W 40.00 FEET TO A POINT IN THE WESTERN MARGIN OF THE FIRST-MENTIONED 25-FOOT RIGHT OF WAY; THENCE ALONG AND WITH THE WESTERN MARGIN OF SAID 25-FOOT RIGHT OF WAY S 05-05-33 E (PASSING AN EXISTING IRON PIPE AT 12.94 FEET) 134.52 FEET TO THE BEGINNING, CONTAINING 1.854 ACRES, AS PER THE PLAT OF SURVEY BY MOORE'S LAND SURVEYING (ROBERT H. MOORE, R.L.S.) DATED APRIL 18, 1989, ENTITLED "S & S ASSOCIATES - MOUNTAINEER COURTYARD INN" (DRAWING NO. 01-A-08-89-80).

TOGETHER WITH ANY APPURTENANT RIGHTS AND EASEMENTS (i) IN THAT DEED OF RIGHT OF WAY RECORDED IN BOOK 301, PAGE 159, HAYWOOD COUNTY REGISTRY, AND (ii) IN THAT 20 FOOT RIGHT OF WAY SET FORTH IN DEED RECORDED IN BOOK 402, PAGE 447, HAYWOOD COUNTY REGISTRY.

PARCEL 2 (PIN 8616-12-9531):

BEGINNING ON AN IRON SPIKE LOCATED IN THE WESTERN BOUNDARY OF THE 25-FOOT RIGHT OF WAY, THE SOUTHEAST CORNER OF THE LOT CONVEYED TO LONG (DEED BOOK 337, PAGE 484) AND RUNNING THENCE WITH THE WESTERN BOUNDARY OF THE 25-FOOT ROAD RIGHT OF WAY S 09-39-00 E (PASSING

THROUGH AN IRON SPIKE AT 75.98 FEET) 87.98 FEET TO AN IRON PIN; THENCE S 79-00-00 W, 151 FEET TO AN IRON PIN; THENCE N 11-33-55 W, 40.68 FEET TO AN IRON PIN; THENCE N 79-00-00 W, 9.45 FEET; THENCE N 11-33-55 W, 51.12 FEET TO AN IRON PIN AT THE SOUTHWESTERN CORNER OF LONG LOT (DEED BOOK 337, PAGE 484); THENCE WITH THE LONG LINE N 80-21-00 E, 163.24 FEET TO THE BEGINNING, AS SHOWN ON THE PLAT AND SURVEY OF JAMES T. HERRON, R.L.S., ENTITLED "MUSE COMMERCIAL PARK", DATED JUNE 29, 1979, REVISED MAY 24, 1984, DRAWING NO. 834-30-B.

TOGETHER WITH AN APPURTENANT EASEMENT IN THE DEED RECORDED IN BOOK 246, PAGE 554, HAYWOOD COUNTY REGISTRY.

PARCEL 3 (PIN 8616-12-7433):

BEGINNING AT A 2-INCH IRON PIPE FILLED WITH CONCRETE (FOUND), THE SOUTHWESTERN CORNER OF THE HUMBLE OIL AND REFINING COMPANY TRACT (SEE DEED BOOK 246, PAGE 554) IN THE NORTHERN MARGIN OF FRAZIER STREET IN THE TOWN OF WAYNESVILLE, AND RUNNING THENCE WITH THE MARGIN OF FRAZIER STREET, SOUTH 76-16-00 W 400.43 FEET TO AN IRON PIPE (FOUND), THE BUD ROBERTS TRACT (DEED BOOK 175, PAGE 237); THENCE LEAVING THE MARGIN OF THE STREET AND RUNNING WITH THE ROBERTS TRACT, N 13-57-40 W 340.99 FEET (PASSING THROUGH AN IRON STAKE (FOUND) AT 173.69 FEET) TO AN IRON PIPE (FOUND) IN THE SOUTHERLY RIGHT OF WAY LINE OF THE U.S. 276 APPALACHIAN HIGHWAY INTERCHANGE; THENCE WITH THE RIGHT OF WAY LINE OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON A CURVE TO THE RIGHT WITH A 1332.39 FEET RADIUS, AN ARC THE LENGTH OF 340.70 FEET TO A 2-INCH IRON PIPE FILLED WITH CONCRETE (FOUND) THE NORTHWEST CORNER OF TRACT 2 OF THE HUMBLE OIL AND REFINING COMPANY (SEE DEED BOOK 246, PAGE 554); THENCE WITH THE LINE OF SAID TRACT, THREE (3) CALLS AS FOLLOWS: S 38-3-00 E 28.18 FEET TO AN IRON STAKE, S 45-18-00 E 12.19 FEET TO AN IRON STAKE, AND ON A CURVE TO THE LEFT, THE RADIUS OF WHICH IS 1292.39 FEET, AN ARC LENGTH OF 20.50 FEET, THE CHORD OF WHICH HAS THE FOLLOWING CALL: N 57-20-00 E 20.50 FEET TO A 2-INCH IRON PIPE FILLED WITH CONCRETE (FOUND) IN THE SOUTHWESTERN MARGIN OF THE 10 FOOT WIDE EASEMENT AND RIGHT OF WAY STRIP CONVEYED TO HUMBLE OIL AND REFINING COMPANY (SEE DEED BOOK 246, PAGE 554); THENCE WITH THE SOUTHWESTERN EDGE OF SAID RIGHT OF WAY, THREE (3) CALLS AS FOLLOWS: S 45-18-00 E 46.08 FEET TO A STAKE, S 55-2-00 E 61.42 FEET TO A STAKE AND S 60-15-00 E 28.67 FEET TO A STAKE (LOCATED S 9-39-00 E 12.94 FEET, TO AN IRON STAKE (FOUND) IN THE CENTER OF THE OLD DELLWOOD ROAD); THENCE WITH THE WESTERN EDGE OF THE 25-FOOT RIGHT OF WAY WHICH WAS RESERVED BY TERRE ENTERPRISES, INC., OVER AND ACROSS THE WESTERLY MARGIN OF THE HUMBLE OIL TRACT, S 9-39-00 E 358.58 FEET TO THE BEGINNING, CONTAINING 4.05 ACRES, MORE OR LESS, OF WHICH 2.99 ACRES IS OUTSIDE THE CITY LIMITS OF THE TOWN OF WAYNESVILLE AND 1.06 ACRES ARE INSIDE THE CITY LIMITS OF THE TOWN OF WAYNESVILLE, ACCORDING TO THE PLAT AND SURVEY ENTITLED

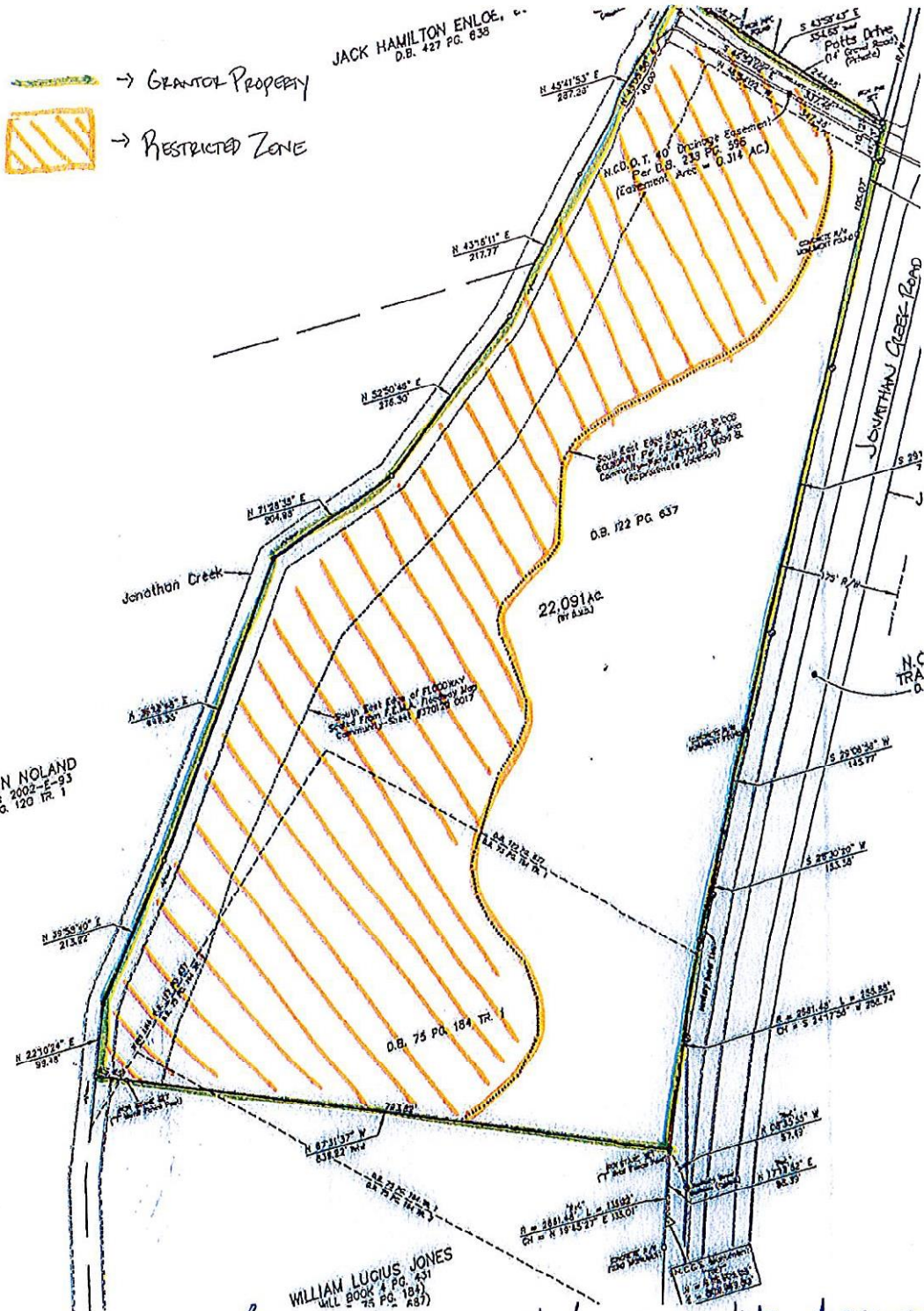
"TERRE ENTERPRISES, INC." BY JAMES T. HERRON, R.L.S., DATED JANUARY 12, 1973. TOGETHER WITH THAT STRIP OF LAND BORDERED ON THE NORTHWEST BY THE 809.90 SQUARE FOOT TRACT (TRACT 2) OF HUMBLE OIL AND REFINING COMPANY, ON THE SOUTHWEST BY THE PROPERTY DESCRIBED ABOVE, ON THE EAST BY HUMBLE OIL AND REFINING COMPANY (TRACT 1) AND ON THE NORTHEAST BY JOSEPH W. SUTTON (DEED BOOK 277, PAGE 265) CONTAINING 1701.40 SQUARE FEET, AND BEING THE IDENTICAL TRACT OF LAND OVER WHICH THE HUMBLE OIL AND REFINING COMPANY WAS GRANTED AN EASEMENT AND RIGHT OF WAY IN PERPETUITY FOR AN OPEN ROAD, AS SET FORTH IN DEED BOOK 246, PAGE 554, THIS TRACT OF LAND BEING EXPRESSLY SUBJECT TO SAID RIGHT OF WAY AND EASEMENT IN FAVOR OF HUMBLE OIL AND REFINING COMPANY.

PARCEL 4 (PIN 8616-12-4331):

BEGINNING AT A STAKE IN THE NORTHWESTERLY MARGIN OF FRAZIER STREET AT THE SOUTHWEST CORNER OF THE FRANK ROGERS PROPERTY, AND RUNS THENCE N 10-30-00 W 345 FEET WITH A FENCE LINE AND WITH FRANK ROGERS PROPERTY TO A STAKE, COLLIER HOWELL AND FRANK ROGERS CORNER; THENCE WITH D. MOODY LINE AND WITH A FENCE S 4-00-00 W 369 FEET TO A STAKE IN THE NORTHERLY MARGIN OF FRAZIER STREET; THENCE WITH SAID MARGIN OF SAID STREET N 78-00-00 E 254 FEET TO THE BEGINNING, CONTAINING 1.72 ACRES MORE OR LESS.

EXHIBIT C

**DEPICTION OF GRANTOR PROPERTY
AND LOCATION OF RESTRICTED ZONE**



[033071.0048/1773069/10]

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

BOARD OF COMMISSIONERS

J. W. "KIRK" KIRKPATRICK, III, CHAIRMAN
BILL L. UPTON, VICE CHAIRMAN
L. KEVIN ENSLEY
MICHAEL T. SORRELLS
BRANDON C. ROGERS



INTERIM COUNTY MANAGER
JOEL MASHBURN

COUNTY ATTORNEY
LEON M. KILLIAN, III

HAYWOOD COUNTY, NORTH CAROLINA
COUNTY PROJECT
CAPITAL PROJECT ORDINANCE
INCEPTION FISCAL YEAR 2017-2018

BE IT ORDAINED by the Haywood County Board of Commissioners that, pursuant to North Carolina General Statutes, Chapter 159, Section 13.2, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the construction of a shovel ready site for Economic Development, or for County property use to be developed for County purposes, including site preparation and engineering fees.

Section 2. The officers of this unit are directed to proceed with the design and renovation of the project within the terms of this ordinance.

Section 3. The following amounts are estimated for the project:

C/O – grading/compaction	\$ 167,803
Engineering/surveying	19,600
Hauling	25,000
Soil compaction testing	14,799
Miscellaneous-permitting, seeding, site prep	17,725
Contingency	<u>12,247</u>
Total Expenditures	<u>\$ 257,174</u>

Section 4. The following revenues are anticipated to be available to complete the project.

Installment loan proceeds	\$ 200,000
Transfer from General Fund	<u>57,174</u>
	<u>\$ 257,174</u>

Section 5. The Budget Officer and the Finance Director are to report on the financial status of this project on a regular basis and keep the Board informed of any unusual occurrences.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

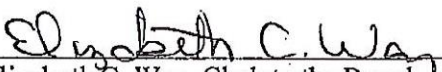
Section 7. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this the 18th day of December, 2017.



J. W. "Kirk" Kirkpatrick, III, Chairman
Haywood County Board of Commissioners

ATTEST:



Elizabeth C. Way, Clerk to the Board
Haywood County Board of Commissioners

HAYWOOD COUNTY
CAPITAL PROJECT BUDGET AMENDMENT
FISCAL YEAR 2017-2018

PER: 258
JNL: 258

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the capital project ordinance for the fiscal year ending June 30, 2018.

Re-enter $\frac{6}{286}$
Reversal $\frac{6}{279}$

Section 1. To amend the Capital Project Fund - County Building Renovations - the expenditures are to be charged as follows:

Line Item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
County Projects:				
Jonathan Creek site development:				
Engineering/surveying	484920-519918-18JCK	-	19,600	19,600
Hauling	484920-519205-18JCK	-	25,000	25,000
Soil compaction testing	484920-519920-18JCK	-	14,799	14,799
Miscellaneous-permitting, seeding, site prep	484920-549900-18JCK	-	17,725	17,725
C/O - grading/compaction	484920-555700-18JCK	-	167,803	167,803
Project contingency	484920-599100-18JCK	-	12,247	12,247

which will result in a net increase of \$ 257,174 in the expenditures of the Capital Project Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Other financing sources:				
Installment loan proceeds	480110-491910-18JCK	-	200,000	200,000
Transfer from General Fund	480110-498111-18JCK	-	57,174	57,174
			<u>257,174</u>	

The effect on the General Fund is as follows:

Expenditures:				
Economic Development -	114920-569900-EcD2		(57,174)	(57,174)
Other Financing (sources)/uses				
Transfer to CP Fund	119840-598048	-	57,174	57,174

Section 2. Copies of this amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 18th of December, 2017.

ATTEST:
Dorothy C. Way
Clerk to the Board

[Signature]
Chairman
Haywood County Board of Commissioners

119840-598048

Explanation:
To appropriate the amounts necessary to grade and prepare the Jonathan Creek property to be used for economic development purposes.



Purchase Order

Fiscal Year 2018 Page 1 of 1

Revisions 001

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order # **00180547-001**

Expiration Date 06/30/2018

Delivery must be made within doors of specified destination.

BILL TO

ADMIN
HAYWOOD COUNTY ADMINISTRATION
215 N MAIN STREET -THIRD FLOOR
COURTHOUSE
WAYNESVILLE, NC 28786

SHIP TO

0
MAB-RGA WAYNESVILLE LP
525 N TRYON ST
STE 1600
CHARLOTTE, NC 28202

SHIP TO

ADMIN
HAYWOOD COUNTY ADMINISTRATION
215 N MAIN STREET -THIRD FLOOR
COURTHOUSE
WAYNESVILLE, NC 28786

Vendor Phone Number 334-462-8851		Vendor Fax Number 919-882-8023		Requisition Number		Delivery Reference J CRK SOIL RECLAM PRJ-HAULIN	
Date Ordered 01/08/2018		Vendor Number 35153		Date Required		Freight Method/Terms	
						Department/Location ECONOMIC DEVELOPMENT	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	JONATHAN CREEK SOIL RECLAMATION PROJECT-HAULING ADMIN J CRK SOIL RECLAM P HAYWOOD COUNTY ADMINISTRATION 215 N MAIN STREET -THIRD FLOOR COURTHOUSE WAYNESVILLE, NC 28786 Phone: 828-452-6625 FAX: 828-452-6715 48 -4920-519205-18JCK	1.0	EA	\$25,000.00000	\$25,000.00		
Purchase Order Total					\$25,000.00		

This agreement has been preaudited in the manner required by the local government budget and fiscal control act.

Terms and Conditions are attached. APPROVED FOR ISSUE.

Finance Officer Signature

VENDOR COPY

Purchasing Agent Signature