

Rutherford County



Meeting Agenda

Monday, April 6, 2026

6:00 PM

289 N. Main St. Rutherfordton NC 28139 Commission Chambers

Board of Commissioners

I. Call to Order

A. Pledge of Allegiance

B. Agenda Approval

II. Public Comments

Citizens who wish to speak must register with the Human Resources Director who will be located in the Board Meeting Room. Comments should be limited to three (3) minutes. Written comments submitted prior to the Board meeting will be copied and distributed to the County Commissioners.

Public comments are a time for any citizen, guest or business to express an opinion or view on County Government to the County Commissioners. Clapping, cheering, booing or catcalls following one speaker's comments may inhibit another person with an opposing view from speaking now or later. The Commissioners ask that audience members show respect for other people and refrain from any noise during public comments.

III. Consent Agenda

The Consent Agenda contains non-controversial and routine items. The Consent Agenda is acted upon by one motion and vote of the Board. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member.

A. [ID 26-4423](#) Minutes of February 26, 2026 County Commissioners' Special Meeting

Attachments: [20260226 Minutes.pdf](#)

B. [ID 26-4422](#) Minutes of March 2, 2026 County Commissioners' Meeting

Attachments: [20260302Minutes.pdf](#)

C. [ID 26-4435](#) Minutes of March 26, 2026 County Commissioners' Special Meeting

Attachments: [20260326 Special Meeting Minutes.doc](#)

D. [ID 26-4424](#) Tax Refunds and Releases - April, 2026

Attachments: [Tax Refunds Releases April 2026.pdf](#)

IV. Commissioners/Appointments

A. [ID 26-4429](#) National Day of Prayer Proclamation

Attachments: [National Day of Prayer Proclamation.pdf](#)

- B. [ID 26-4436](#) Resolution Recognizing April 12 - 18, 2026 as National Public Safety Telecommunicator Week

Attachments: [Telecommunications Week.pdf](#)

V. New Business

- A. [ID 26-4430](#) Budget Amendments - April 2026

Attachments: [Copy of Budget Amendments 4-6-26.pdf](#)

- B. [ID 26-4431](#) 2026 Audit Contract

Attachments: [Rutherford County FY26-FY28 Proposal.pdf](#)

[Rutherford County Eng Letter 2026.pdf](#)

[Rutherford County Audit Contract 2026.pdf](#)

- C. [ID 26-4434](#) North Carolina Department of Transportation Right-of-Way Acquisition Offer

Attachments: [Offer Letter Revised.pdf](#)

[FRM5-S \(002\).pdf](#)

[Gencor-CADD Map Revised 2-5-2026.pdf](#)

[Gencor-Plan Sheet 13 Colored Revised.pdf](#)

- D. [ID 26-4426](#) Lease with Jingoli Power, LLC

Attachments: [Lease - Notice of Intended Lease of Ten Years or Less for April 6.pdf](#)

[Resolution Authorizing Jingoli Lease.pdf](#)

[Jingoli Proposed Lease.pdf](#)

[Henson Road Easement Survey.pdf](#)

VI. Commissioner Reports

- A. [ID 26-4433](#) Tourism Development Authority Report

Attachments: [Tourism Development Authority April 2026 Commissioner Meeting.pdf](#)

VII. Closed Session

- A. [ID 26-4425](#) Closed Session - ATTORNEY CLIENT NCGS 143-318.11(a)(3)

VIII. Information

- A. [ID 26-4428](#) Tax Collector's Report - April, 2026

Attachments: [Tax Collector Report April 2026.pdf](#)

IX. Adjournment

RUTHERFORD COUNTY IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN 3 WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (828) 287-6045.



Agenda Summary Sheet

File #: ID 26-4423, **Version:** 1

Meeting Date: April 6, 2026

Minutes of February 26, 2026 County Commissioners' Special Meeting

Summary:

Minutes of the special meeting of the Rutherford County Board of Commissioners held on February 26, 2026 are presented for the Board's consideration.

Budget:

N/A

Contact Information:

Hazel Haynes, Clerk to the Board
287-6045
hazel.haynes@rutherfordcountync.gov

Recommended Motion:

Approve minutes.



**Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139**

**Rutherford County
Board of Commissioners
Minutes of February 26, 2026**

**Monday, February 26, 2026
4:00 PM**

I. Call to Order

Chairman King called the February 26, 2026 special meeting of the Rutherford County Board of Commissioners to order.

Present: Chairman Bryan King, Vice Chairman Alan Toney, Commissioner Michael Benfield, Commissioner Hunter Haynes, and Commissioner Donnie Haulk.

A. Agenda Approval

Vice Chairman Toney moved to approve the agenda. Commissioner Benfield seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

II. New Business

A. ID-25- 26-2411 Administrative and Board Planning Workshop

Chairman King opened the discussion regarding the need for a Board Planning Workshop. He emphasized the importance of Commissioners coming together to openly discuss their concerns and priorities in a collaborative setting. He clarified that the workshop would not involve formal votes but would instead serve as an opportunity for each Commissioner to express what issues are most pressing to them.

Chairman King noted that certain capital requests, including the library and EMS station now located in the Henrietta area, had been discussed for many years but was never funded in prior budget cycles. However, he observed that Commissioners have occasionally changed positions after individual discussions with one another as was the case with the building of the library and EMS station. This was accomplished through communication among the Board members. He encouraged open dialogue about where each member stands and the challenges they believe are facing the county.

Key challenges identified by Chairman King included:

1. Courthouse renovation
2. New Sheriff's Office/Professional Law Enforcement Office
3. Detention Center

Public Works and Planning Director Danny Searcy advised that the Sheriff's Office renovations will likely be completed by May. The timeline of the Courthouse renovation is projected to be completed by March of 2027. Construction on the Detention Center will likely start by August of this year.

Chairman King pointed out that funding for the projects has not been finalized, so it is possible that there could be a shortfall on total funding.

Chairman King highlighted the financial pressures anticipated over the next two fiscal years. He noted that state-mandated expenses, including employee health insurance and retirement contributions, continue to increase annually. Funding for Department of Social Services will see changes which will be formidable. It was noted that the county experienced a budget shortfall of \$13 million in the previous fiscal year. He acknowledged that the upcoming budget cycles will be particularly difficult. The stated goal is to position the county for long-term financial stability and success. It is important that the Board work together on meeting the needs that the County will be facing.

Commissioner Haulk expressed significant concern regarding the potential impact on property taxes next year. He noted that the school system did not fully resolve its financial challenges during the previous year, creating uncertainty about future funding needs.

Finance Officer Paula Roach provided an update on FEMA reimbursements related to prior storm events. She reported that the county received a \$17 million deposit the previous week. However, she cautioned that the reimbursement process will continue to be slow moving.

Director Roach also advised that the sales tax growth is projected to be flat in the future. There have been delayed vehicle replacements over the past several years, with ARPA funds being used to offset some vehicle purchases. Other concerns are the loss of interest income, the need to construct the County's next landfill, and new roofs are needed on multiple County buildings.

Vice Chairman Toney said with the possibility of funding for next year not being able to meet the anticipated needs, requests would need to be reduced.

Commissioner Benfield had attended the NACO (National Association of Counties) meeting in Washington recently that was attended by 150 North Carolina representatives. Property tax issues and solid waste matters will require attention in the near future.

Commissioner Haynes expressed his primary concern regarding leadership stability and the need to begin planning for an interim county manager. He stated that he would prefer to begin the hiring process sooner rather than later and would like to have an interim manager in place sometime during the current year.

Chairman King responded that it would be prudent to first gain a firm understanding of the upcoming budget before moving forward with the manager recruitment process.

Human Resources Director Debra Conner provided information on the pool of the North Carolina Association of County Commissioners. She had reservations regarding whether a candidate from the pool would be the right fit for the County. Commissioner Haulk asked that she find out the number of persons who are currently in the pool.

Vice Chairman Toney said the process could be started after the budget is complete. Chairman King suggested that after potential candidates are narrowed down, a meeting could be held with the incoming Commissioners to interview.

Director Conner said she would begin the advertisement for the position when instructed to do so.

Commissioner Haynes also emphasized the importance of promoting job growth and attracting businesses to the county, particularly in the Highway 221 area. He stressed the need to communicate to the public that the county is actively working to recruit and support business development.

Commissioner Haulk recommended promoting a comprehensive master plan to guide development efforts.

Chairman King stated that work on a master plan is already underway.

Commissioner Haulk asked Director Searcy to explore the feasibility of a solid waste incinerator as a potential revenue-generating option and provide a report.

III. Adjournment

At 5:00 P.M. Commissioner Benfield made a motion to adjourn. Commissioner Haulk seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes and Commissioner Haulk.

Noes: None

Chairman, Board of Commissioners

Vice Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners



Agenda Summary Sheet

File #: ID 26-4422, **Version:** 1

Meeting Date: April 6, 2026

Minutes of March 2, 2026 County Commissioners' Meeting

Summary:

Minutes of the meeting of the Rutherford County Board of Commissioners held on March 2, 2026 are presented for the Board's consideration.

Budget:

N/A

Contact Information:

Hazel Haynes, Clerk to the Board
287-6045
hazel.haynes@rutherfordcountync.gov

Recommended Motion:

Approve minutes.



**Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139**

**Rutherford County
Board of Commissioners
Minutes of March 2, 2026**

**Monday, March 2, 2026
6:00 PM**

I. Call to Order

Chairman King called the March 2, 2026 meeting of the Rutherford County Board of Commissioners to order.

Present: Chairman Bryan King, Vice Chairman Alan Toney, Commissioner Michael Benfield, Commissioner Hunter Haynes, and Commissioner Donnie Haulk.

A. Pledge of Allegiance

Rutherford County Board of Commissioners led in the Pledge of Allegiance.

B. Agenda Approval

Vice Chairman Toney moved to approve the agenda. Commissioner Benfield seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

II. Public Comments

Mr. Chuck Landever, a resident of the Bill's Creek area and President of the Bill's Creek Community Center, expressed concern regarding discussions about proposed tiny home developments and large-scale housing projects in the Bill's Creek area. He stated that companies are currently in the planning stages of purchasing property to install approximately 600 tiny homes. He voiced his apprehension about the potential overburdening of local infrastructure, including roadways, water systems, and emergency medical services (EMS).

Ms. Pam Swan reiterated the unease previously expressed. She emphasized that high-density housing in a rural area would place significant stress on existing resources. Residents value their rural

community and are deeply concerned about increased traffic, public safety, and especially the impact on water availability. Ms. Swam highlighted the proposal of approximately 600 tiny homes in one concentrated area and the number of additional residents who would rely on local resources. She requested that opposition to the project be entered into the public record.

Mr. Jason Toney addressed the Board regarding the transition of commissioners. He expressed appreciation to the outgoing commissioners for their service to the community.

III. Consent Agenda

Commissioner Benfield moved to approve the Consent Agenda. Vice Chairman Toney seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

Noes: None

Consent Agenda Items approved were:

- A. ID-26-4404 Minutes of February 2, 2026 County Commissioners' Meeting**
- B. ID-26-4409 Tax Refunds and Releases**
 - Refund amount totaling \$6,588.40
 - Releases greater than \$100 totaling \$20,706.14
 - Releases less than \$100 totaling \$760.78
 - (A copy of these tax refunds and releases is typed in the Minute Book.)

IV. Commissioners/Appointments

A. ID-26-4407 Audit Report

Deputy County Manager/Finance Director Paula Roach introduced Mr. Travis Keever of Gould Killian, CPA who provided information on the Rutherford County financial audit for year ending June 30, 2024.

Mr. Keever said an unmodified (clean) opinion was issued on the June 30, 2024 financial statements. No material weakness in internal control over financial reporting, and no instances of material noncompliance with laws and regulations were reported.

A single audit was performed over several major federal and state grant programs. A clean opinion on compliance was issued.

The Local Government Commission extended the normal December 31 due date to February 12 due to the Federal shutdown last fall/winter which delayed the release of the Federal compliance supplement. The due date was missed by about 3 weeks simply due to the volume of audit work required to audit the federal and state grant expenditures that were incurred by the County.

The General Fund revenues were:

Ad Valorem Taxes	60%
Local Option Sales Tax	10%
Restricted Intergovernmental	14%
Other	16%

Expenditures by Function

General Government	12%
Public Safety	31%
Education	27%
Human Services	12%
Other	7%

A motion was made by Vice Chairman Toney and seconded by Commissioner Haynes to accept the audit. The motion carried by the following vote.

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

Noes: None

V. Commissioners/Appointments

A. ID-26-4402 American 250 Rutherford County Proclamation

Deputy County Manager/Public Works and Planning Director Danny Searcy told the Board that an American 250 NC Committee has been formed in Rutherford County to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event. Planning is currently underway for that historic celebration. A resolution was presented for the Board's consideration proclaiming the year of 2026 as the 250th Anniversary of the United States of American in Rutherford County.

Vice Chairman Toney moved to approve the resolution. Commissioner Haynes seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

Noes: None

Proclamation

WHEREAS, the year 2026 marks the 250th anniversary of the founding of the United States of America, a historic milestone that honors the courage, vision, and sacrifice of those who established our nation; and

WHEREAS, the America250 initiative invites communities across the country to reflect on our shared history, celebrate our achievements, and inspire future generations to uphold the principles of liberty, justice, and democracy; and

WHEREAS, Rutherford County, North Carolina, proudly joins in commemorating this significant occasion, recognizing the contributions of our citizens to the growth and prosperity of our city, state, and nation; and

WHEREAS, this anniversary provides an opportunity to honor the ideals that unite us, to engage in civic dialogue, and to reaffirm our commitment to building a stronger, more inclusive future for all;

NOW, THEREFORE, I, Bryan A. King, Chairman of the Rutherford County Board of Commissioners, do hereby proclaim the year **2026 as the 250th Anniversary of the United States of America in Rutherford County** and encourage all residents to participate in activities and events that celebrate our nation's history and heritage.

Adopted this the 2nd day of March, 2026.

PROC 26-001

B. ID-26-4414 Resolution Honoring National Vietnam War Veterans Day 2026, America 250, and The Visit of the Wall that Heals

Deputy County Manager/Director Searcy also presented Resolution Honoring National Vietnam War Veterans Day 2026, America 250, and The Visit of the Wall that Heals for the Board's consideration.

Commissioner Benfield moved to approve the resolution as presented. Commissioner Haulk seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

Noes: None

A RESOLUTION HONORING NATIONAL VIETNAM WAR VETERANS DAY 2026, AMERICA 250, AND THE VISIT OF THE WALL THAT HEALS

WHEREAS, March 29, 2026, marks National Vietnam War Veterans Day, designated to honor the more than three million Americans who served during the Vietnam War, with the date chosen to commemorate March 29, 1973, when the last United States combat troops departed Vietnam and American prisoners of war were returned home and to acknowledge that many veterans returned home to a divided nation without recognition, gratitude, or welcome home extended to veterans of other conflict; and

WHEREAS, the Town of Rutherfordton recognizes that remembrance is not only an act of reflection, but a responsibility to ensure that the service and sacrifice of veterans are honored, acknowledged, and carried forward for future generations; and

Minutes of Rutherford County Commissioners' Meeting on March 2, 2026

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WHEREAS, the year 2026 coincides with America 250, commemorating the 250th anniversary of the founding of the United States and providing a meaningful opportunity for communities across the nation to reflect on service, sacrifice, and the enduring cost of freedom; and

WHEREAS, Rutherford County has been selected as the only stop in North Carolina on the 2026 national tour of The Wall That Heals, to be hosted November 12–15, 2026 at Isothermal Community College in Spindale, North Carolina, spanning Veterans Day and representing a milestone of national and local significance; and

WHEREAS, The Wall That Heals bears the names of 58,281 men and women who made the ultimate sacrifice during the Vietnam War, whose names are forever inscribed on the Vietnam Veterans Memorial in Washington, D.C., bringing their stories home to the communities from which they came and offering a place of remembrance, education, and healing; and

WHEREAS, ten service members from Rutherford County, known as our Hometown Heroes, lost their lives during the Vietnam War, and their names are forever inscribed on the Vietnam Veterans Memorial and reflected on the panels of The Wall That Heals, representing courage, sacrifice, and love of country; and

WHEREAS, the Rutherford County Hometown Heroes are:

Douglas Grant Bailey	U.S. Army	Home of Record: Rutherfordton
Steve Lewis Camby	U.S. Marine Corps	Home of Record: Spindale
Henry Harrison Ford Jr.	U.S. Marine Corps	Home of Record: Rutherfordton
Gaston David Godfrey	U.S. Marine Corps	Home of Record: Forest City
Earl Marshall Hayes	U.S. Army	Home of Record: Spindale
John Mitchell Hicks	U.S. Army	Home of Record: Rutherfordton
Jimmy Leroy Johnson Jr.	U.S. Army	Home of Record: Rutherfordton
Steve Edwin Lowery	U.S. Army	Home of Record: Forest City
Michael Ray Smith	U.S. Marine Corps	Home of Record: Spindale
Michael Ray Street	U.S. Army	Home of Record: Rutherfordton; and

WHEREAS, the Town of Rutherfordton recognizes with particular gratitude and reverence Douglas Grant Bailey, Henry Harrison Ford Jr., John Mitchell Hicks, Jimmy Leroy Johnson, Jr., and Michael Ray Street, who listed Rutherfordton, North Carolina, as their home of record, and whose lives, service, and sacrifice are forever part of this community's history; and

WHEREAS, the Town of Rutherfordton honors all Rutherford County Hometown Heroes equally, acknowledging that every life given in service to this nation matters and that each name represents a story, a family, and a legacy worthy of remembrance; and

WHEREAS, the In Memory Program honors Vietnam veterans who returned home and later passed away, ensuring that their service and sacrifice continue to be acknowledged and remembered alongside those whose names appear on The Wall; and

WHEREAS, the Town of Rutherfordton recognizes the importance of encouraging community participation, volunteerism, and engagement in The Wall That Heals exhibit as an opportunity to educate, remember, and extend a long-overdue "Welcome Home" to Vietnam Veterans and their families;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Rutherfordton hereby honors National Vietnam War Veterans Day 2026, expressing its deepest gratitude to all Vietnam Veterans for their service, sacrifice, and perseverance; and

BE IT FURTHER RESOLVED, that the Town formally recognizes and supports the visit of The Wall That Heals to Rutherford County in November 2026 as an event of national and local significance, aligned with America 250 and Veterans Day, and encourages residents to attend, volunteer, and participate; and

BE IT FURTHER RESOLVED, that the Town honors by name and remembrance the ten Rutherford County Hometown Heroes whose lives were lost during the Vietnam War, ensuring their sacrifice is never forgotten and their legacy endures; and

BE IT FURTHER RESOLVED, that the Town acknowledges the importance of the In Memory Program and encourages families to participate so that all who served in Vietnam and later passed away may be honored and remembered, ensuring their legacy endures for future generations; and

BE IT FINALLY RESOLVED, that this resolution stands as a symbol of the Town of Rutherfordton's commitment to remembrance, gratitude, and healing—affirming that while the welcome home may come decades later, it is offered with sincerity, respect, and enduring gratitude of a hometown that believes every life given in service to this nation matters and will never be forgotten

Adopted this 4th day of March 2026.

RES 26-006

C. ID-26-4405 Appointments to Transit Advisory Board

Transit Director Kerry Giles asked that the Board approve the appointment of three applicants to fill the three vacancies on the Transit Advisory Board that must be filled by certain classifications. Ms. Sharon Robbs has applied and could qualify under the Public Human Service Agency for both Mental Health and Housing Authority. Though Ms. Robbs has an address in Shelby, NC, she is a housing specialist with Partners' Behavioral Health and covers three counties which includes Rutherford County. Ms. Brittany Lawrence has submitted an application for the TAB and would represent Davita Dialysis which is one of the agencies recommended by North Carolina Department of Transportation. Ms. Nubia Sprouse has also submitted an application for the TAB. She is a translator for Rutherford County Schools and works with families who transport with Transit. She would fit a category under "Community Organization.

Commissioner Benfield moved to approve the appointment of Ms. Sharon Robbs to the Transit Advisory Board to a term ending June 30, 2029, Ms. Brittany Lawrence to a term ending June 30, 2029, and Ms. Nubia Sprouse to a term ending June 30, 2029. Vice Chairman Toney seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

Noes: None

D. ID-26-4399 Appointment to Foothills Workforce Development Board

A vacancy exists on the Foothills Workforce Development Board. This vacancy which requires that the appointee represent rehabilitation had been advertised and applications had been accepted. Mr. Jackie Godlock applied for appointment. She would represent the appropriate category.

Commissioner Haulk moved to approve the appointment of Ms. Jackie Godlock to the Foothills Workforce Development Board to a term ending June 30, 2027. Commissioner Haynes seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.
Noes: None

E. ID-26-4401 Child Abuse Prevention Month Proclamation

Ms. Susan Epley of the Social Services' Department advised that April is Child Abuse Prevention Month, a tradition formally established in 1983 after decades of efforts by children's advocates who pushed to create and change laws to protect those most vulnerable in society. She asked that the Board proclaim April as Child Abuse Prevention Month in Rutherford County.

Vice Chairman Toney moved to approve the proclamation. Commissioner Benfield seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.
Noes: None

IV. New Business

A. ID-26-4406 Budget Amendments – March 2026

Finance Director Paula Roach presented budget amendments for the Board's consideration.

Vice Chairman Toney moved to approve the budget amendments. Commissioner Benfield seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.
Noes: None

Budget Amendments		
March 2, 2026		
	Expense	Revenue
GENERAL FUND		
Professional Services - Revaluation Contract	\$ 809,950	
Fund Balance Appropriated		\$ 809,950
*contract amendment requested to include residential parcels to keep the 2027 revaluation project on schedule		
Toms St - Building Repairs/Maintenance	\$ 100,000	
Insurance Proceeds		\$ 100,000
*additional insurance for building damage and contents replacement		
College - Capital Improvements	\$ 489,716	
Contribution from College Capital Reserve		\$ 489,716
*Various ICC Improvements including administration building flooring replacements, campus parking lot resurfacing and to complete welding air compressor project and LLC HVAC repairs		
COLLEGE CAPITAL RESERVE		
Transfer to General Fund	\$ 489,716	
Reserved for Future Projects	\$ (489,716)	
*Various ICC Improvements including administration building flooring replacements, campus parking lot resurfacing and to complete welding air compressor project and LLC HVAC repairs		

B. ID-26-4410 Amendment to Revaluation Service Contract for 2027 Revaluation

Tax Assessor Richard Lawson told the Board that due to recent staff turnovers in order for the revaluation for 2027 to remain on schedule, it is recommended that the County amend the April 2025 contract with Vision Governmental Solutions (previously known as WamplerEanes Appraisal Group) for commercial property and expand the scope of work to include residential property as well. The amendment would add related Residential Property Services for an estimated 55,573 parcels at \$14.57 per parcel for an additional estimated cost \$809,950. The amendment is contingent upon a budget amendment to be presented also at the March meeting.

Vice Chairman Toney moved to approve the contract with Vision Government Solutions and authorize the Interim County Manager, the Finance Officer, the Clerk to the Board, and other County officials to sign and execute all documents in support of this action. Commissioner Benfield seconded the motion.

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.
Noes: None

C. ID-26-4408 Resolution to Transfer Light Transit Vehicle to Isothermal Community College

Transit Director Kerry Giles said Rutherford County Transit is requesting approval to transfer one 25-foot Light Transit Vehicle (LTV) to Isothermal Community College. Transfers to a state agency are allowable under NCDOT disposition guidelines. Although Transit typically sells surplus vehicles to generate local match funds for replacements, this request represents a strategic exception. ICC has established a new CDL training program that provides a valuable workforce development opportunity. The program will allow Transit to send current and prospective drivers, as well as members of the public, to obtain their CDL license, helping address the ongoing driver shortage. This transfer supports a mutually beneficial partnership to strengthen the local transportation workforce. The vehicle has met its NCDOT-defined useful life requirements, and a replacement 25-foot LTV has already been received and placed into revenue service. A resolution approving the transfer was presented for the Board's consideration.

Commissioner Benfield moved to approve the resolution. Vice Chairman Toney seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.
Noes: None

Resolution Approving Conveyance of Property to Isothermal Community College

WHEREAS, Rutherford County owns a 2018 25-foot Light Transit Vehicle ("LTV") with Vehicle Identification Number 1FDFE4FS9JDC32565 formerly used by Rutherford County Transit; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes Rutherford County to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Isothermal Community College has established a new educational program to train individuals to qualify for a commercial drivers license; and

WHEREAS, this new program will train a workforce eligible to drive Rutherford County Transit vehicles for the benefit of the Rutherford County citizens of which the County has experienced a shortage in recent years; and

WHEREAS, Isothermal Community College is in need of a Light Transit Vehicle for purposes of training and educating students of this new program; and

WHEREAS, this particular LTV has already met its useful life requirements for Rutherford County Transit as defined by the North Carolina Department of Transportation, has been replaced by a new LTV and is surplus to the needs of Rutherford County, and has already been confirmed by NCDOT for this potential transaction; and

WHEREAS, Rutherford County has determined that it is in the best interest of the Rutherford County to convey the LTV to Isothermal Community College and deems it wise to do so for no consideration.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF RUTHERFORD COUNTY RESOLVES THAT:

1. Rutherford County hereby conveys to Isothermal Community College the 2018 25-foot Light Transit Vehicle having Vehicle Identification Number 1FDFE4FS9JDC32565.
2. The property herein described shall be conveyed for no consideration.
3. The Chairman of the Board of Commissioners of Rutherford County, working with the County Attorney and County staff, is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

ADOPTED this the 2nd day of March, 2026.

RES 26-007

V. Adjournment

At 6:59 P.M. Commissioner Haynes made a motion to adjourn. Commissioner Haulk seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes and Commissioner Haulk.

Noes: None

Chairman, Board of Commissioners

Vice Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners



Agenda Summary Sheet

File #: ID 26-4435, **Version:** 1

Meeting Date: April 6, 2026

Minutes of March 26, 2026 County Commissioners' Special Meeting

Summary:

Minutes of the special meeting of the Rutherford County Board of Commissioners held on March 26, 2026 are presented for the Board's consideration.

Budget:

N/A

Contact Information:

Hazel Haynes, Clerk to the Board
287-6045
hazel.haynes@rutherfordcountync.gov

Recommended Motion:

Approve minutes.



**Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139**

**Rutherford County
Board of Commissioners
Minutes of March 26, 2026**

**Monday, March 26, 2026
4:00 PM**

I. Call to Order

Chairman King called the March 26, 2026 special meeting of the Rutherford County Board of Commissioners to order.

Present: Chairman Bryan King, Vice Chairman Alan Toney, Commissioner Michael Benfield, Commissioner Hunter Haynes, and Commissioner Donnie Haulk.

A. Agenda Approval

Commissioner Haulk moved to approve the agenda. Commissioner Benfield seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes, and Commissioner Haulk.

II. New Business

A. ID-26-4432 Administrative and Board Planning Workshop

Chairman King reiterated the purpose of the workshops that the Board has been scheduling monthly which was the coming together to openly discuss their concerns and priorities in a collaborative setting.. He has been attending meetings with Rutherford County department heads regarding their requested budgets for Fiscal Year 2025-2026. There are remaining meetings that are scheduled through the end of March. Following the conclusion of these meetings a notebook will be provided to Commissioners with recommended funding for the departments.

The Board of Education will receive their recommended budget from the Superintendent, and this will be forwarded to the Board of Commissioners in April. No decision has been made at this time regarding the offer of the ROC school by the Board of Education to the Commissioners.

Chairman King advised that he had gained more insight into the budget process by being a part of the departmental budget meetings this year. It has helped him identify potential concerns. Commissioner Benfield had been present for the departmental budget meetings on one day.

Commissioner Haynes expressed interest in appointing an Interim County Manager. Commissioner Haulk had approached a possible candidate regarding the position, but the candidate had declined. Chairman King voiced his concern regarding finding a qualified interim candidate who would be willing to serve short term.

A meeting had been held with the North Carolina Association of County Commissioners regarding their assistance in hiring a new County Manager. NCACC does offer a strategic advisory service, and advisors are former county manager. Their role would be to provide input during the application review process. A possible timeline would be to list the job in May, begin interviews in July with a possible hire date in October. There was discussion regarding the possibility of involving newly elected Commissioners who could participate in discussion but would not have voting authority.

Chairman King also reminded the Board that several positions on boards and commissions which had been filled by the former County Manager are still unfilled but will be reviewed at a future meeting.

Some concerns which had been discussed at the departmental budget meetings were

1. Current radios are nearing expiration. These will need to be replaced by VIPER radios at a potential cost of \$2,000,000. This replacement will occur over time.
2. Human Resources Department raised concerns about insurance costs.
3. Discussion with staff of the Solid Waste Department included common but varying levels of concern regarding PFAS substances, not applying the enterprise fund model for the funding of this department, and potential possible savings by using an incinerator. These topics will be discussed during budget sessions of the County Commissioners.
4. Budget sessions have been held with E911, Fire Marshal/Emergency Management, and EMS.

Some remaining departments that are still awaiting meetings are Sheriff's Department, Department of Social Services, and Board of Elections. This will complete County departments, but there are possible meetings with the Board of Education and Isothermal Community College Board of Trustees. Chairman King reported that feedback from departments has been positive.

Finance Director Paula Roach provided a financial overview stating that over \$2,000,000 was appropriated from fund balance this year. A significant FEMA reimbursement was received recently.

Commissioner Benfield advised that the County has a potential \$5,000,000 funding opportunity for airport improvements which is eligible due to a safety-related classification.

III. Adjournment

At 5:10 P.M. Commissioner Benfield made a motion to adjourn. Commissioner Haulk seconded the motion. The vote on the motion was:

Ayes: Commissioner King, Commissioner Toney, Commissioner Benfield, Commissioner Haynes and Commissioner Haulk.

Noes: None

Chairman, Board of Commissioners

Vice Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners



Agenda Summary Sheet

File #: ID 26-4424, **Version:** 1

Meeting Date: April 6, 2026

Tax Refunds and Releases - April, 2026

Summary:

Tax refunds and releases are presented for the Board's consideration.

Budget:

N/A

Contact Information:

Richard Lawson, Revenue Director

richard.lawson@rutherfordcountync.gov <<mailto:richard.lawson@rutherfordcountync.gov>>

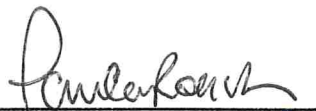
828-287-6354

Recommended Motion:

Approve tax refunds and releases.

**RUTHERFORD COUNTY
COMMISSIONER'S REPORT
RELEASES AND REFUNDS
April 6, 2026**

FINANCE OFFICER'S RELEASES LESS THAN \$100	<u>\$320.88</u>
COMMISSIONER'S RELEASES GREATER THAN \$100	\$15,278.65
	<hr/> <hr/> \$15,599.53 TOTAL RELEASES
 COMMISSIONERS REFUNDS	
NCPTS REGULAR REFUNDS	\$3,281.40
NCVTS MOTOR VEHICLE REFUNDS	\$1,778.21
	<hr/> \$5,059.61 TOTAL REFUNDS



PAULA ROACH
FINANCE DIRECTOR



SHANNON HAMBY
ASSESSMENT SUPERVISOR

TR-304 Bill Release Report				NCPTS V4
Release Date Start:		2/19/2026	Release Date End:	3/18/2026
Bill #	Taxpayer Name	Release Reason	Release Date	Release Amount(\$)
0140429830-2026-2025-0000-00-REG	CARRIER, ANGELICA DANAE	Over Assessment	3/17/2026	0.68
0000008146-2024-2024-0000-01-REG	GASS, BILLY JOE	Adjustment	3/16/2026	9.82
0140429909-2026-2025-0000-00-REG	ALLARD, ROBERT ROLAND	Not in RUTHE County	3/17/2026	11.92
0140412292-2025-2025-0000-00-REG	PENNINGTON, ROCKY	Sold/Traded	2/19/2026	16.22
0000054123-2024-2024-0000-00-REG	GREENE, RONNIE LEE	Duplicate Billing	3/6/2026	17.65
0140428616-2026-2025-0000-00-REG	GILREATH, DONALD BRIAN	Listed In Error	3/16/2026	24.65
0000054123-2021-2021-0000-00-REG	GREENE, RONNIE LEE	Duplicate Billing	3/6/2026	25.61
0140402233-2025-2025-0000-00-REG	HEDGECOCK, RICHARD LEE JR	Over Assessment	2/27/2026	37.67
0140410392-2025-2025-0000-00-REG	MOORE, AUSTIN TYLER	Sold/Traded	2/24/2026	46.92
0009001359-2025-2025-0000-00-REG	TANNER'S GROVE COMMUNITY CHURCH INC	Exempt Property	3/17/2026	58.74
0140428310-2026-2025-0000-00-REG	OCKERT, EDWARD HORACE III	Ownership Correction	3/17/2026	71.00
SUBTOTAL LESS THAN \$100				320.88
0140401412-2025-2025-0000-00-REG	SUTTLE, SHERRY WEEKS	Assessed In Error	3/5/2026	108.54
0140402233-2025-2025-0000-00-REG	HEDGECOCK, RICHARD LEE JR	Over Assessment	2/27/2026	109.69
0140419308-2025-2025-0000-00-REG	METCALF, RICHARD LAWRENCE	Not in RUTHE County	3/3/2026	122.22
0140429239-2026-2025-0000-00-REG	CLARDY, MICHAEL LEE	Not in RUTHE County	3/17/2026	163.68
0140411163-2024-2024-0000-00-REG	LYLES, JOE A JR	Removed SWW Fee	2/27/2026	173.00
0140411186-2024-2024-0000-00-REG	HAWKINS HEIRS, BILLY GENE JR	Removed SWW Fee	3/4/2026	173.00
0000043961-2025-2025-0000-00-REG	ROACH, LORI CHATHAM	Removed SWW Fee	2/27/2026	190.00
0140411413-2025-2025-0000-00-REG	KENNEDY, STEVEN KEITH	Removed SWW Fee	3/11/2026	225.00
0140402233-2025-2025-0000-00-REG	HEDGECOCK, RICHARD LEE JR	Removed SWW Fee	2/27/2026	235.00
0140411163-2025-2025-0000-00-REG	LYLES, JOE A JR	Removed SWW Fee	2/27/2026	235.00
0140411186-2025-2025-0000-00-REG	HAWKINS HEIRS, BILLY GENE JR	Removed SWW Fee	3/4/2026	235.00
0140420758-2025-2025-0000-00-REG	WALKER, RAGAN M	Listed In Error	2/20/2026	330.13
0140429706-2026-2025-0000-00-REG	LUDLAM, JEFFREY THOMAS	Sold/Traded	3/17/2026	360.82
0009000485-2025-2025-0000-00-REG	TANNER'S GROVE COMMUNITY CHURCH INC	Billing Correction	3/17/2026	470.00
0140427902-2026-2025-0000-00-REG	LOWTHER, JACOB TYLER	Not in RUTHE County	3/13/2026	476.54

TR-304 Bill Release Report				NCPTS V4
Release Date Start:		2/19/2026	Release Date End: 3/18/2026	
Bill #	Taxpayer Name	Release Reason	Release Date	Release Amount(\$)
0000039391-2023-2023-0000-01-REG	LEE, RICKY G	Over Assessment	3/13/2026	688.69
0000039391-2024-2024-0000-01-REG	LEE, RICKY G	Over Assessment	3/13/2026	700.69
0140430779-2026-2025-0000-00-REG	GETTYS, LAUREN ELIZABETH	Not in RUTHE County	3/17/2026	711.07
0000039391-2025-2025-0000-01-REG	LEE, RICKY G	Adjustment	3/13/2026	762.69
0140430589-2026-2025-0000-00-REG	HENDRICKSON, ROBYN LEIGH	Not in RUTHE County	3/17/2026	977.32
0000020573-2023-2023-0000-00-REG	CAMP, RICKY J	Over Assessment	3/9/2026	1,015.74
0000039391-2023-2023-0000-00-REG	LEE, RICKY G	Over Assessment	3/13/2026	1,060.70
0000039391-2024-2024-0000-00-REG	LEE, RICKY G	Over Assessment	3/13/2026	1,072.70
0000020573-2024-2024-0000-00-REG	CAMP, RICKY J	Over Assessment	3/9/2026	1,085.04
0000020573-2025-2025-0000-00-REG	CAMP, RICKY J	Over Assessment	3/9/2026	1,085.04
0000039391-2025-2025-0000-00-REG	LEE, RICKY G	Adjustment	3/13/2026	1,134.70
0009000485-2025-2025-0000-00-REG	TANNER'S GROVE COMMUNITY CHURCH INC	Exempt Property	3/17/2026	1,376.65
SUBTOTAL GREATER THAN \$100				15,278.65
Subtotal				15,599.53
Total				15,599.53

TR-305 Refund Approval Report					NCPTS V4
Release Start Date:		2/19/2026	Release End Date:		3/18/2026
Bill #	Owner Name	Source Type	Adj. #	Adj. Reasons	Bill Release Amount (\$)
Refund #	Refund Recipient Name	Refund Address	Date of Adj.	Adj. Tax Value	Refund Amount (\$)
0140420758-2025-2025-0000-00-REG	WALKER, RAGAN M	IND	29822	Listed In Error	330.13
36745	WALKER, RAGAN M	2735 COVE RD RUTHERFORDTON NC 28139	2/20/2026	-51,390	339.21
0140411186-2024-2024-0000-00-REG	HAWKINS, BRANDON	IND	29838	Removed SWW Fee	173
36769	HAWKINS, BRANDON	1183 HIGH SHOALS CH RD MOORESBORO NC 28114	3/4/2026	0	173
0000020573-2024-2024-0000-00-REG	CAMP, RICKY J	REI	29843	Over Assessment	1085.04
36794	CAMP, RICKY J	1933 PHEASANT GLEN RD CHARLOTTE NC 28214	3/9/2026	-120,300	1141.96
0140411413-2025-2025-0000-00-REG	KENNEDY, STEVEN KEITH	REI	29845	Removed SWW Fee	225
36803	KENNEDY, STEVEN K	261 ELMORE ST SPINDALE NC RUTHERFORD 28160	3/11/2026	0	231.19
0000039391-2023-2023-0000-01	LEE, RICKY G	REI	29847	Assessed In Error	372.01
	LEE, RICKY G	1078 ROCK CORNER RD FOREST CITY NC 28043	3/13/2026	0	372.01
0000039391-2023-2023-0000-02	LEE, RICKY G	REI	29848	Assessed In Error	93
	LEE, RICKY G	1078 ROCK CORNER RD FOREST CITY NC 28043	3/13/2026	0	93
0000039391-2024-2024-0000-01	LEE, RICKY G	REI	29849	Assessed In Error	373.27

	LEE, RICKY G	1078 ROCK CORNER RD FOREST CITY NC 28043	3/13/2026	0	373.27
0000039391-2024-2024-0000-02	LEE, RICKY G	REI	29850	Assessed In Error	90.45
	LEE, RICKY G	1078 ROCK CORNER RD	3/13/2026	0	90.45
0000039391-2025-2025-0000-01	LEE, RICKY G	REI	29851	Assessed In Error	372.01
	LEE, RICKY G	1078 ROCK CORNER RD FOREST CITY NC 28043	3/13/2026	0	372.01
0000039391-2025-2025-0000-02	LEE, RICKY G	REI	29852	Assessed In Error	95.30
	LEE, RICKY G	1078 ROCK CORNER RD FOREST CITY NC 28043	3/13/2026	0	95.30
Subtotal					3,209.21
Total Refunds					3,281.40



North Carolina
NCVTS Pending

Release Start Date: 2/19/2026

Release End Date: 3/18/2026

Payee Name	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BINGMAN, LESTER LEROY	PO BOX 235	CHESNEE, SC 29323	Proration	Refund Generated due to proration on Bill #0088245582-2025-2025-0000-00	Reg . Out of state	GV1	TAX	(\$109.59)	\$0.00	(\$109.59)
						V16	TAX	(\$10.86)	\$0.00	(\$10.86)
									Refund	\$120.45
BINGMAN, LESTER LEROY	PO BOX 235	CHESNEE, SC 29323	Proration	Refund Generated due to proration on Bill #0080430533-2025-2025-0000-00	Reg . Out of state	GV1	TAX	(\$120.02)	\$0.00	(\$120.02)
						CV8	TAX	(\$156.50)	\$0.00	(\$156.50)
						LV8	TAX	(\$13.21)	\$0.00	(\$13.21)
									Refund	\$289.73
BOYD UTILITY BORING INC	PO BOX 1047	FOREST CITY, NC 28043	Proration	Refund Generated due to proration on Bill #0088890825-2025-2025-0000-00	Other Errors	GV1	TAX	(\$206.57)	\$0.00	(\$206.57)
						CV4	TAX	(\$268.45)	\$0.00	(\$268.45)
									Refund	\$475.02
BUCHANAN, HUBERT DARRELL	145 DIXIE MOUNTAIN DR	LAKE LURE, NC 28746	Adjustment < \$100	Refund Generated due to adjustment on Bill #0087913662-2025-2025-0000-00	Over Assessment	GV1	TAX	(\$46.47)	\$0.00	(\$46.47)
						V4	TAX	(\$8.70)	\$0.00	(\$8.70)
									Refund	\$55.17
ELLENBORO COMMUNITY CHURCH	PO BOX 276	ELLENBORO, NC 28040	Adjustment < \$100	Refund Generated due to adjustment on Bill #0070577492-2025-2025-0000-00	Exempt Property	GV1	TAX	(\$7.81)	\$0.00	(\$7.81)
						CV3	TAX	(\$3.44)	\$0.00	(\$3.44)
						V11	TAX	(\$2.24)	\$0.00	(\$2.24)
									Refund	\$13.49
HULLEN, TERRI THOMPSON	253 MOUNTAIN VIEW ST	FOREST CITY, NC 28043	Proration	Refund Generated due to proration on Bill #0077186308-2024-2024-0000-00	Vehicle Sold	GV1	TAX	(\$7.70)	\$0.00	(\$7.70)
						CV4	TAX	(\$10.00)	\$0.00	(\$10.00)
									Refund	\$17.70
MASTER, JACOB DAVID	179 PEDDLERS WAY	RUTHERFORDTON, NC 28139	Proration	Refund Generated due to proration on Bill #0088841212-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$90.06)	\$0.00	(\$90.06)
						V16	TAX	(\$8.93)	\$0.00	(\$8.93)
									Refund	\$98.99
SIMS, CATINA RHODES	558 OWENS CHAPEL RD	UNION MILLS, NC 28167	Proration	Refund Generated due to proration on Bill #0069551163-2024-2024-0000-00	Vehicle Sold	GV1	TAX	(\$14.08)	\$0.00	(\$14.08)
						V13	TAX	(\$1.86)	\$0.00	(\$1.86)
									Refund	\$15.94
WHEELER, TORY SCOTT	141 MICHAEL DR	FOREST CITY, NC 28043	Adjustment < \$100	Refund Generated due to adjustment on Bill #0076672433-2025-2025-0000-00	Over Assessment	GV1	TAX	(\$28.74)	\$0.00	(\$28.74)
						V6	TAX	(\$5.07)	\$0.00	(\$5.07)
									Refund	\$33.81
BAYNARD, CHASITY NICOLE	170 JJ BLVD	RUTHERFORDTON, NC 28139	Proration	Refund Generated due to proration on Bill #0058877318-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$65.03)	\$0.00	(\$65.03)
						V6	TAX	(\$11.46)	\$0.00	(\$11.46)
									Refund	\$76.49
CROWDER, HUGH DONALD	475 HORN BOTTOM RD	FOREST CITY, NC 28043	Proration	Refund Generated due to proration on Bill #0034611125-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$62.33)	\$0.00	(\$62.33)
						V8	TAX	(\$13.73)	\$0.00	(\$13.73)
									Refund	\$76.06
CRUZ, GEORGIA BRENNIA JENAE	316 BRIDGES DR	FOREST CITY, NC 28043	Proration	Refund Generated due to proration on Bill #0068185440-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$61.60)	\$0.00	(\$61.60)
						V2	TAX	(\$16.28)	\$0.00	(\$16.28)
									Refund	\$77.88
HITE, DEBORAH DOTSON	131 SAILOR DR	ELLENBORO, NC 28040	Adjustment < \$100	Refund Generated due to adjustment on Bill #0087887145-2025-2025-0000-00	Mileage	GV1	TAX	(\$22.82)	\$0.00	(\$22.82)
						V11	TAX	(\$6.54)	\$0.00	(\$6.54)
									Refund	\$29.36
MARTIN, GARY FRANK	PO BOX 880	OLD FORT, NC 28762	Proration	Refund Generated due to proration on Bill #0061878220-2024-2024-0000-00	Vehicle Totalled	GV1	TAX	(\$38.46)	\$0.00	(\$38.46)
						V19	TAX	(\$8.47)	\$0.00	(\$8.47)
									Refund	\$46.93
MYERS, RONALD BRYAN	739 TINEY RD	BOSTIC, NC 28018	Proration	Refund Generated due to proration on Bill #0078404065-2024-2024-0000-00	Vehicle Sold	GV1	TAX	(\$15.43)	\$0.00	(\$15.43)
						V12	TAX	(\$3.40)	\$0.00	(\$3.40)
									Refund	\$18.83
MYERS, RONALD BRYAN	739 TINEY RD	BOSTIC, NC 28018	Proration	Refund Generated due to proration on Bill #0088197968-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$31.72)	\$0.00	(\$31.72)
						V12	TAX	(\$6.99)	\$0.00	(\$6.99)
									Refund	\$38.71
PFLUG, THOMAS EDWARD	134 CHAPEL POINT RD	LAKE LURE, NC 28746	Proration	Refund Generated due to proration on Bill #0080777163-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$123.90)	\$0.00	(\$123.90)
						CV5	TAX	(\$42.84)	\$0.00	(\$42.84)
						V17	TAX	(\$19.92)	\$0.00	(\$19.92)
						DV5	TAX	(\$34.66)	\$0.00	(\$34.66)



North Carolina
NCVTS Pending

Release Start Date: 2/19/2026

Release End Date: 3/18/2026

Payee Name	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
									Refund	\$221.32
ROBBINS, GERALD LAMAR	PO BOX 426	FOREST CITY, NC 28043	Proration	Refund Generated due to proration on Bill #0089027966-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$12.97)	\$0.00	(\$12.97)
						V8	TAX	(\$2.86)	\$0.00	(\$2.86)
									Refund	\$15.83
SCOTT, LAWRENCE MENELEE	5421 US HIGHWAY 64	UNION MILLS, NC 28167	Proration	Refund Generated due to proration on Bill #0089280753-2025-2025-0000-00	Vehicle Sold	GV1	TAX	(\$9.37)	\$0.00	(\$9.37)
						V16	TAX	(\$0.93)	\$0.00	(\$0.93)
									Refund	\$10.30
SPENCER, DAWN MARIE	376 HARMON RD	ELLENBORO, NC 28040	Proration	Refund Generated due to proration on Bill #0042846118-2024-2024-0000-00	Vehicle Sold	GV1	TAX	(\$37.86)	\$0.00	(\$37.86)
						V11	TAX	(\$8.34)	\$0.00	(\$8.34)
									Refund	\$46.20
									Refund Total	\$1778.21



Agenda Summary Sheet

File #: ID 26-4429, **Version:** 1

Meeting Date: April 6, 2026

National Day of Prayer Proclamation

Summary:

The following proclamation is presented for the Board's consideration.

Budget:

N/A

Contact Information:

Vice Chairman Alan Toney
828-447-0034
alan.toney@rutherfordcountync.gov

Recommended Motion:

Approve proclamation.

A Proclamation

By the Rutherford County Board of Commissioners

Whereas, from the earliest days of our county's history, people have turned to Almighty God for help and guidance; and

Whereas, in times of national crisis when the country is striving to strengthen the foundations of peace and security, citizens stand in special need of divine support; and

Whereas, the Congress, by a joint resolution approved on April 17, 1952 (66 Stat. 64), has provided that the President "shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation"; and

Whereas, the first Thursday of May has been designated, by the Congress of the United States, as the National Day of Prayer; and

Whereas, the Rutherford County Board of Commissioners recognizes that distinction; and

Whereas, the Rutherford County Board of Commissioners recognizes the need for our citizens to join in this prayer effort; and

Now, therefore, be it hereby resolved that the Rutherford County Board of Commissioners encourages Rutherford County citizens to unite in prayer on May 7, 2026.

Adopted this the 6th day of April, 2026.

Bryan A. King, Chairman

ATTEST:

Clerk, Board of Commissioners



COUNTY COMMISSIONERS

Bryan A. King, *Chairman* | Alan Toney, *Vice Chairman* | Michael Benfield | Hunter Haynes | Donnie Haulk
Bryan A. King, *Interim County Manager* | Hazel S. Haynes, *Clerk to the Board* | Richard Williams, *County Attorney*



Agenda Summary Sheet

File #: ID 26-4436, **Version:** 1

Meeting Date: April 6, 2026

Resolution Recognizing April 12 - 18, 2026 as National Public Safety Telecommunicator Week

Summary:

In recognition of the important contribution of telecommunications personnel in the public safety community, Rutherford County Emergency Communications has requested that the Rutherford County Board of Commissioners recognize the second week in April as NPSTW (National Public Safety Telecommunicator Week). A resolution depicting this request is attached.

Budget:

N/A

Contact Information:

Scott Schiefelbein, Communications Director
Rutherford County Emergency Communications
Scott.schiefelbein@rutherfordcountync.gov <mailto:Scott.schiefelbein@rutherfordcountync.gov>
828.287.6095

Recommended Motion:

Approve resolution.

RESOLUTION RECOGNIZING APRIL 12-18, 2026, AS

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

Whereas, The National Public Safety Telecommunications Week was established in 1981 and has been nationally recognized each year since; and

Whereas, the purpose of the week is the celebrate and show thanks, support, and appreciation for all those individuals who serve the public through Public Safety Communications; and

Whereas, this second week of April has been set aside to honor and recognize all telecommunicator personnel and the hard work they do each day to protect citizens and first responders.

NOW, THEREFORE, BE IT RESOLVED BY THE RUTHERFORD COUNTY BOARD OF COMMISSIONERS that the week commencing April 12, 2026, and concluding April 18, 2026, shall be recognized as National Public Safety Telecommunications Week in Rutherford County.

Adopted this the 6th day of April, 2026.

Bryan A. King, Chairman

ATTEST:

Clerk to the Board



COUNTY COMMISSIONERS

Bryan King, *Chairman* | Alan Toney, *Vice Chairman* | Michael Benfield | Hunter Haynes | Donnie Haulk
Steve Garrison, *County Manager* | Hazel S. Haynes, *Clerk to the Board* | Richard Williams, *County Attorney*



Agenda Summary Sheet

File #: ID 26-4430, **Version:** 1

Meeting Date: April 6, 2026

Budget Amendments - April 2026

Summary:

Budget amendments are submitted for the Board's consideration.

Budget:

N/A

Contact Information:

Paula Roach, Deputy County Manager/Finance Director
287-6348
paula.roach@rutherfordcountync.gov

Recommended Motion:

Approve budget amendments.

Budget Amendments

April 6, 2026

	Expense	Revenue
GENERAL FUND		
Mtns Branch Library/EMS - HVAC Replacement	\$ 40,230	
Fund Balance Appropriated - HVAC Plan		\$ 40,230
*appropriate reserved funds for replacement unit		
Sheriff - Training	\$ 500	
NCACC Reimbursement		\$ 500
*reimbursement received from insurance for eligible training		
Sheriff - Equipment Purchased with Seizure Funds	\$ 14,297	
NCDOR - Unauthorized Substance Tax Distribution		\$ 14,297
*unauthorized substance tax received		
Sheriff - K9 and Related Supplies/Equipment	\$ 20,000	
Sheriff - Donations		\$ 20,000
*donation received to support an additional K9		
Sheriff - Reading Project	\$ 100	
Sheriff - Donations		\$ 100
*donation received for reading project		
Youth Detention	\$ 40,000	
Fund Balance Appropriated		\$ 40,000
*additional costs anticipated based upon recent invoices		
Detention Center - Out of County Inmates	\$ 400,000	
Fund Balance Appropriated		\$ 400,000
*additional costs for housing inmates in surrounding counties based upon trends through February 2026		
Senior Center - Purchases with Donations	\$ 66,000	
Senior Center Donations		\$ 66,000
*donation received to assist with the construction of a pickleball court		
Senior Center - Senior Games Supplies	\$ 9,885	
Senior Center Senior Games Donations/Registrations		\$ 9,885
*senior games donations/fees to assist with program		
Senior Center - Home Delivered Meals Food and Supplies	\$ 56,064	
Senior Center Meals on Wheels Donations		\$ 56,064
*donations received to support home delivered meals program		
Library - Digital Materials	\$ 10,000	
Digital Bridge Collaborative Grant		\$ 10,000
*grant received to provide staffing or materials to assist with digital navigation/services		

	Expense	Revenue
DSS FUND		
State Foster Care Program	\$ 239,062	
IVE Foster Care Program	\$ 362,776	
Kinship Foster Care Program	\$ 53,705	
State Foster Care Program Revenues		\$ 119,531
IVE Foster Care Program Revenues		\$ 290,221
Kinship Foster Care Program Revenues		\$ 26,853
Contribution from General Fund - Programs		\$ 218,939
*adjust budget to current spending estimates for FYE2026; State/Kinship 50/50 State/County; IVE Foster Care 80/20 State/County		
SCHOOL CAPITAL FUND		
CHASE Middle HVAC Repairs	\$ (52,500)	
RS Central High HVAC Repairs	\$ 52,500	
Pinnacle Elementary HVAC Repairs	\$ (30,000)	
RS Central High HVAC Repairs	\$ 30,000	
*transfer Helene Capital Recovery funds as requested by RCS to NC DPI		
TRANSIT FUND		
Vehicle Replacement	\$ 95,799	
Insurance Proceeds		\$ 63,306
Fund Balance Appropriated		\$ 32,493
*replace total loss van		



Agenda Summary Sheet

File #: ID 26-4431, **Version:** 1

Meeting Date: April 6, 2026

2026 Audit Contract

Summary:

Gould Killian CPA Group, PA has provided a multi-year proposal to provide audit services for Rutherford County for year ending June 30, 2026. The base fee is \$80,600 which includes up to three major programs and a 2% increase for future years. Any additional major programs will be at \$5,000 each. The Not to Exceed Amount is based upon 8 programs. An engagement letter for audit services for Rutherford County and an audit contract are attached for Commissioner consideration.

Budget:

N/A

Contact Information:

Paula Roach, Finance Director
287-6348

paula.roach@rutherfordcountync.gov <mailto:paula.roach@rutherfordcountync.gov>

Recommended Motion:

Approve contract with Gould Killian CPA Group, PA for the fiscal year ended June 30, 2026, and authorize county officials to execute all documents in support of this action.



**GOULD KILLIAN
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

RUTHERFORD COUNTY FEE SUMMARY:

	FY 26 <i>Binding</i>	FY 27 <i>Estimate</i>	FY 28 <i>Estimate</i>
Fixed Fees:			
Base Audit Fee	\$ 44,900	\$ 45,800	\$ 46,700
Base Compliance Fee - Up to 3 Major Programs**	20,900	21,300	21,700
ACFR Statement Preparation	<u>14,800</u>	<u>15,100</u>	<u>15,400</u>
TOTAL FIXED FEES	<u>\$ 80,600</u>	<u>\$ 82,200</u>	<u>\$ 83,800</u>
Variable Fees:			
Additional major federal and federal/state major programs	<u>\$ 5,000</u>	<u>\$ 5,100</u>	<u>\$ 5,200</u>

	On-site Interim	On-site Year- End	Office Work	Total # of Hours	Rate/Hour	Total
STAFF	40	80	40	160	\$ 125	\$ 20,000
SENIOR	40	40	30	110	150	16,500
SR. MANAGER	40	40	70	150	225	33,750
PRINCIPAL	-	40	70	110	360	39,600
	<u>120</u>	<u>200</u>	<u>210</u>	<u>530</u>	<u>\$ 207</u>	<u>\$ 109,850</u>

SUMMARY OF AUDIT COSTS	
Personnel costs	\$ 109,850
Report production	1,000
Travel time	2,500
Travel costs	<u>1,000</u>
	114,350
Discount (~30%)	<u>(33,750)</u>
Total Proposed Fee - FY 26	<u>\$ 80,600</u>



RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY

	FY 26 <i>Binding</i>	FY 27 <i>Estimate</i>	FY 28 <i>Estimate</i>
Base Audit Fee	\$ 7,100	\$ 7,300	\$ 7,500
Basic Financial Statement Preparation	520	550	580
TOTAL	\$ 7,620	\$ 7,850	\$ 8,080

	On-site Year- End	Office Work	Total # of Hours	Rate/Hour	Total
STAFF	20	20	40	\$ 125	\$ 5,000
SENIOR	4	6	10	150	1,500
SR. MANAGER	-	6	6	225	1,350
PARTNER	-	3	3	360	1,080
	24	35	59	\$ 151	\$ 8,930

SUMMARY OF AUDIT COSTS	
Personnel costs	\$ 8,930
Report prep	150
Travel time	-
Travel costs	-
	9,080
Discount (~16%)	(1,460)
Total Proposed Fee - FY 26	\$ 7,620



**GOULD KILLIAN
CPA GROUP, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

March 30, 2026

To the Board of Commissioners
And Members of Management
Rutherford County
289 N. Main St.
Rutherfordton, NC 28139

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Rutherford County as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Rutherford County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Rutherford County’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule – annually budgeted major funds

3. Required schedules for Law Enforcement Officers' Special Separation Allowance
4. Required schedules for the Local Government Employees' Retirement System
5. Required schedules for Other Postemployment Benefits
6. Required schedules for the Register of Deeds' Supplemental Pension Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Rutherford County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards

The introductory section and statistical section will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

Audit Procedures—Internal Control

We will obtain an understanding of the County and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Rutherford County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Rutherford County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on Rutherford County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that County programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the County plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to County employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the County's premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of the Board of County Commissioners at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the County. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Rutherford County in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the County in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its functions and fulfilling its responsibilities.

The County agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Paula Roach to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The County must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of the Board of County Commissioners of Rutherford County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the County hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the County's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2026 and to issue our reports no later than December 31, 2026. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our charges to the County for the services described above are expected to be \$44,900 for the financial statement audit, \$14,800 for financial statement preparation, and \$20,900 for the audit in accordance with the Uniform Guidance and State Single Audit Implementation Act (subject to an additional variable fee of \$5,000 for each major program over 3).

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 600 hours in total. If significant additional time is necessary (over 625 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fee structure for these services is as follows:

Financial statement audit - base fee	\$ 44,900
Financial statement preparation	<u>14,800</u>
Financial statement audit total	59,700
Compliance base fee	<u>20,900</u>
Base fee total	<u><u>\$ 80,600</u></u>
Fee for each major program over 3	<u><u>\$ 5,000</u></u>
Separate Fees Not Included Above:	
Data Collection Form	<u><u>\$ 1,000</u></u>

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon our completion of the audit. Our reports will be addressed to the members of the Board of County Commissioners for Rutherford County, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Travis S. Keever
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Rutherford County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

The	Governing Board Board of Commissioners
	Primary Government Unit Rutherford County
of	
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gould Killian CPA Group, P.A.
	Auditor Address 100 Coxe Ave, Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/26	12/31/26

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Paula Roach	Rutherford County	paula.roach@rutherfordcountync.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.


4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Rutherford County
Audit Fee (financial and compliance if applicable)	\$ 65,800 includes up to 3 major programs
Fee per Major Program (if not included above)	\$ 5000 (NTE includes 8 major programs)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 14,800
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 105,600

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Travis S Kever	Signature* 
Date* 03/30/26	Email Address* tkeever@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Rutherford County	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 105,600
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Agenda Summary Sheet

File #: ID 26-4434, **Version:** 1

Meeting Date: April 6, 2026

North Carolina Department of Transportation Right-of-Way Acquisition Offer

Summary:

The North Carolina Department of Transportation has presented an offer to purchase subject property described in Deed Book 2067, page 516, Rutherford County Registry that contains approximately 5.109 acres of which approximately 0.007 acres is being acquired as right of way, leaving approximately 5.102 acres remaining on the right with access to West Main Street (US 221A). Also being acquired is a Permanent Utility Easement containing approximately 0.062 acres.

The TOTAL CONTINGENT OFFER (\$25,250.00) which includes payment for the improvements and appurtenances described as Asphalt, Concrete Curb & Gutter. A copy of the offer and information regarding it is attached.

Budget:

N/A

Contact Information:

Danny Searcy, Deputy County Manager/Planning and Public Works Director
828-287-6090
canny.searcy@rutherfordcountync.gov

Recommended Motion:

Approve offer.

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**
THIS OFFER CANCELS AND SUPERSEDES THE OFFER MADE ON 12/4/2025

TO: Rutherford County
289 North Main Street
Rutherfordton, NC 28139

DATE: 3/24/2026
TO: Lessee, if Applicable
N/A

TIP/PARCEL NO.: HL-0065 048
COUNTY Rutherford
DESCRIPTION: US 221 A (Charlotte RD and W/E Main ST) From W Court ST to SR 2169 (Oakland RD)

WBS ELEMENT: 50685.2.1

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>1,700.00</u>
Value of Permanent Easements to be Acquired	\$ <u>13,675.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>-0-</u>
Value of Improvements to be Acquired	\$ <u>9,875.00</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
TOTAL CONTINGENT OFFER	\$ <u>25,250.00</u>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 2067, page 516, Rutherford County Registry, contains approximately 5.109 acres of which approximately 0.007 acres is being acquired as right of way, leaving approximately 5.102 acres remaining on the right with access to West Main Street (US 221A). Also being acquired is a Permanent Utility Easement containing approximately 0.062 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
Asphalt, Concrete Curb & Gutter

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Danny Searcy, Planning Staff Director for Rutherford County On March 24th, 20 26. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-622-5723.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed)



Tyler Barabasz - Right of Way Agent

North Carolina Department of Transportation-Right of Way Unit REVIEW CERTIFICATION

TIP/Parcel No.: HL-0065/048 WBS Element: 50685.2.1 County: Rutherford
 Owner(s): Rutherford County FedAid Project: 5068501

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction. The analyses, opinions, and conclusions in the **Review Report** are limited only by the critical assumptions and limiting conditions stated in the **Review Report** and are my personal, unbiased professional analyses, opinions, and conclusions. I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved.

I have , have not , performed an appraisal and / or any other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of the assignment. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, the **Review Report**.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is \$ N/A

I personally inspected the subject parcel. I did did not personally inspect all sales/rentals considered to be comparable to the subject parcel.

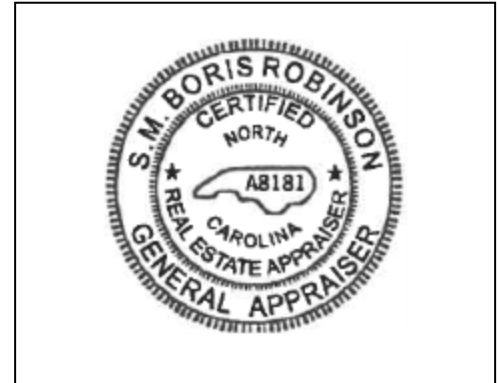
My analyses, opinions, and conclusions were developed and the **Review Report** was prepared in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto. No one provided me with significant professional assistance with the **Review Report**.

The value opinion stated in the appraisal report is adequately supported as the estimate of just compensation. The difference indicated, if any, in the "**Market Value**" of the entire tract **Before the Acquisition** and the "**Market Value**" of the remaining property immediately **After the Acquisition** is \$25,250, as allocated:

Allocation

Right of Way	\$1,700
Permanent Easements	\$13,675
Temporary Easements	\$0

Total Value of Land Acquired	\$15,375
Value of Improvements Acquired	\$9,875
Damage to Remainder	\$0
Benefits to Remainder	\$0
DIFFERENCE	\$25,250



S.M. Robinson

REVIEW APPRAISER

March 4, 2026
DATE OF CERTIFICATION

Un-Economic Remnant to the Owner is a Factor Yes No
 Area 0.000 Amount \$0

Administrative Approval

S.M. Robinson

APPROVED BY:

March 4, 2026

DATE:

North Carolina Department of Transportation-Right of Way Unit

Right of Way Transmittal Summary

TIP/Parcel No.: HL-0065 048 **WBS Element:** 50685.2.1 **County:** Rutherford

1. Owner(s): Rutherford County **FedAid Project:** 5068501

Address: 145 College Avenue, Rutherfordton, Rutherford County, NC, 28139

2. Plan Sheet No.: 13 **Survey Stations:** SS 14+60 to SS 15+40, SL RT of -L3-

3. Land Area to be Acquired and Values:

Right of Way: 0.007 AC X \$245,000/AC = \$1,700

Temp Construction Easement (TCE): _____

Drainage Easement: Temp _____

Perm _____

Permanent Utility Easement (PUE): 0.062 AC X \$245,000/AC X 90% = \$13,675

Other/Aerial Utility Easement (AUE): _____

Land: \$15,375

4. Improvements to be Acquired and Values:

Estimated Value of each Improvement to be acquired:

(1) Asphalt \$8,725

(2) Concrete Curb & Gutter \$1,150

(3) _____

(4) _____

Improvements: \$9,875

5. Cost to Cure (Damage to Remainder) **Cost to Cure:** \$0

6. Allocation:

Value of Land to be Acquired: \$15,375

Value of Improvements to be Acquired: \$9,875

Cost-to-Cure (Damage to Remainder): \$0

Acquisition Total: \$25,250

7. Photograph and Sketch of Acquisition attached.

The property owner or owner's representative was contacted on February 18, 2026 and given the opportunity to accompany the **Appraiser** during the inspection of this parcel.

The parcel was inspected on February 25, 2026

Ellie Paolantonio
Specified Appraiser

Ellie Paolantonio
Signed

February 27, 2026
Date of Report

ROW \$ _____ **Perm. Easements** \$ _____ **Temp. Easements** \$ _____

NCDOT Administrative Approval Only

Approved By: _____

Date: _____

General Information & Scope of Work

Purpose of the Appraisal:	The purpose of the appraisal is to develop an opinion of the market value of the land and affected site improvements before and after the taking as of the effective date of the appraisal. The difference of the two values provides an estimate of just compensation.
Intended Use:	This appraisal is to be used for the acquisition of private property for public use under North Carolina eminent domain laws and to present data and analysis which support the concluded values. The appraisal is not intended for any other use.
Client & Intended User:	The client is the North Carolina Department of Transportation (NCDOT) and/or its assigns (including Right-of-Way Consulting Firms acting as agents for the NCDOT). Intended users of this report are the NCDOT and/or its assigns (including Right-of-Way Consulting Firms acting as agents for the NCDOT), the North Carolina Department of Justice (NCDJ), the Federal Highway Administration (FHWA), and the appropriate trial court and jury. The appraisal is not intended for any other use or user.
Interest Appraised:	Fee Simple
Value Appraised:	Market Value, as defined by the Appraisal Institute's <i>The Appraisal of Real Estate</i> , 15 th Edition: "Market value is the most probable price, as of a specified date, in cash or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a "Fair Sale", with the Buyer and Seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."
Applicable Documents:	USPAP 2024; NCDOT Real Estate Appraisal Standards and Legal Principles; NCDOT Right of Way Manual
USPAP Report Type:	Appraisal Report option of Standards Rule 2-2(a) USPAP 2024
NCDOT Report Format:	Right of Way Transmittal Summary (includes FRM5-K along with the reporting requirements under Standards Rule 2-2 of USPAP 2024)
Prior Services:	We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this

report within the three-year period immediately preceding the acceptance of this assignment.

Extraordinary Assumptions: An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in the analysis, which if found to be false, could alter the assignment results. The value conclusions are based on the following extraordinary assumptions, the use of which might have affected the assignment results. We reserve the right to modify the conclusions if any of the following extraordinary assumptions are found to be false.

1. The taking will occur in accordance with the plans and specifications provided to the appraiser. Please note that per the R/W Agent, the business sign that is located within the project limits is protected by a DND and is therefore excluded from the analysis.
2. The standard list of non-compensable items per the NCDOT R/W Manual will apply.
3. Only the land and affected improvements are valued in the before and after conditions. Development of value estimates for the unaffected improvements would be the same in the before after scenarios; thus, valuing the unaffected improvements is not necessary and the difference in the before and after values is the same whether or not the unaffected values are included.

Hypothetical Conditions: A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date, but is used for the purposes of analysis. The value conclusions are based on the following hypothetical conditions, the use of which might have affected the assignment results.

1. This appraisal involves estimating the value of the property before and after the proposed project. Right of way and/or easement areas are to be acquired with additional consideration for damages, benefits, or both. The property is appraised "as is", before consideration of the proposed acquisition and impact of the project. Next, the property is appraised under the hypothetical condition that the proposed project is complete as of the appraisal date. Consideration is given to the impact on value for the use of the right of way or easement areas and any benefits or damages resulting from the project. The hypothetical condition is used in this

instance to properly develop credible opinions and conclusions for purposes of reasonable analysis, and the use of the hypothetical condition results in a credible analysis consistent with the intended use of the appraisal report.

Valuation Methodology:

In order to complete this assignment, an inspection of the subject property, surrounding market area, and comparable sales was conducted. The scope of research covered the Rutherford County area and similar locations within North Carolina for market information needed to consider the three traditional approaches to value, which are the cost approach, sales comparison approach, and income approach. The economic and governmental pressures affecting the area have been considered and analysis of the available market data has been completed.

In this case, no primary improvements are within the project limits or affected by the project. Therefore, consideration of the land value and the site improvements, if any within the project limits only, were analyzed. As the contributory value of the building improvements are excluded from the analysis, the income capitalization approach and sales comparison approach for the building improvements are not applicable and therefore not utilized in the analysis. The land value of the subject site was estimated by the sales comparison approach and sufficient comparable sales data was available for analysis. The cost approach consisted of estimating the depreciated reproduction cost new of the improvements acquired, if any, and was based on information provided by Marshall Valuation Service (MVS) and verified by local cost sources when available.

Comparable sales necessary to complete the applicable approaches to value were obtained from office files, local real estate brokers, appraisers, property managers, grantors, grantees and courthouse records. All have been verified by a party to the sale or a reliable source knowledgeable about the transaction.

Exposure Time:

6 to 12 months

Effective Date:

February 25, 2026

Date of the Report:

February 27, 2026

Inspection:

Ellie Paolantonio conducted an inspection of the property on February 25, 2026, and the property owner contact, Aubrey Clay, was present. Mr. Clay expressed concerns about any impact to the

business sign, which is protected by a DND, especially the electrical conduits located in the ground just east of the sign. An interior inspection was permitted; however, I was unable to complete the exterior measurements of the building due to various obstructions that restricted full access to the perimeter. David L. Keely, MAI did not inspect the property but has reviewed the report and concurs with the assignment results.

Personal Property: Please note that per the R/W Agent, the business sign that is located within the project limits is protected by a DND and is therefore excluded from the analysis.

Subject Property Identification

TIP/Parcel Number: HL-0065 048
Address: 145 College Avenue, Rutherfordton, Rutherford County, NC, 28139
Tax ID(s) 1623775
Property Owner(s) Rutherford County
Plan Sheet No. 13
Survey Stations SS 14+60 to SS 15+40, SL RT of -L3-

Five-Year Sale History

Sale 1:

Sale Date	Deed Reference	Grantor	Grantee	Sale Price
11/23/2022	2067 / 516	Rutherford '96, LLC	Rutherford County	\$1,650,000
Comments: Appears to be an arms length transaction of an institutional building that was constructed in 1996.				

To the best of our knowledge, the subject property is not under contract or listed for sale, and there have been no other sales in the past five years.

Real Estate Taxes

North Carolina law mandates that all counties conduct a revaluation at a minimum of once every eight years. The most recent revaluation in Rutherford County was effective January 1, 2023 with the next one planned to be effective January 1, 2027. Estimated real estate taxes and assessments for the current tax year are shown in the following table.

Real Estate Taxes & Assessments

Tax ID	Land Assessment	+ Improvements Assessment	= Total Assessed Value	x Total Tax Rate Per \$100	= Annual Taxes
1623775	\$719,300	\$4,986,900	\$5,706,200	\$0.5040	\$28,759
Total	\$719,300	\$4,986,900	\$5,706,200		\$28,759

Please note that it is common for assessed values to be different than market value. The tax assessment should not be considered a reliable indicator of the market value because it typically does not account for all the physical characteristics of the subject property. In addition, depending on the revaluation date, the assessed value can be based on dated sales or cost data.

Subject Property Description

Summary of Property Before and After Project

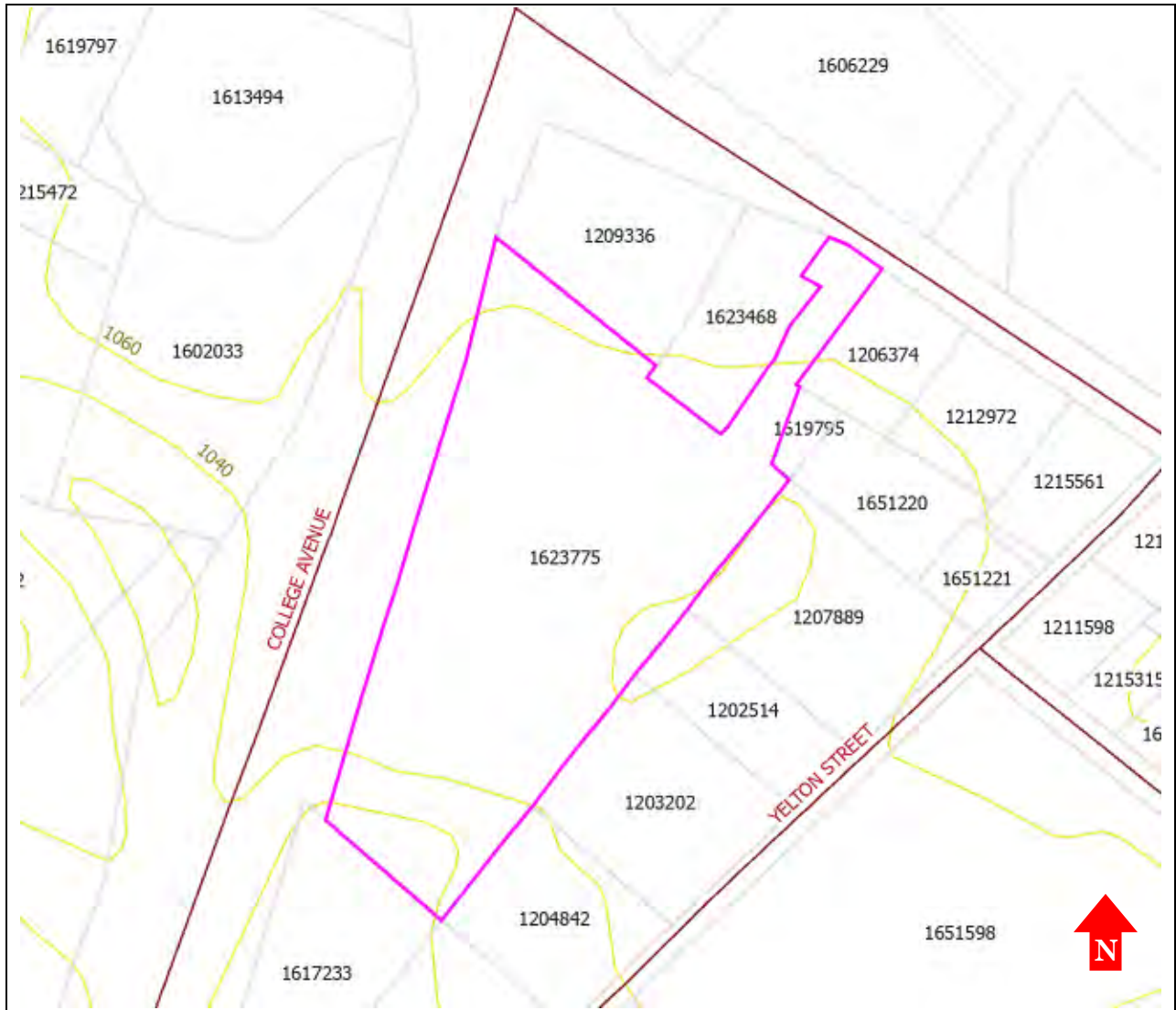
Characteristic	Before	After
Land Area	5.109 acres	5.102 acres
Land Use	Institutional	Same as before condition
Location	East side of College Avenue and south side of West Main Street	Same as before condition
Shape	Irregular with average dimensions of approximately 345 feet in width and 375 feet in depth.	Similar to before condition
Topography	Gently sloping	Same as before condition
Grade at Road Frontage	Below grade	Similar to before condition
Corner Site	No	Same as before condition
Primary Frontage	724 LF on College Avenue	Similar to before condition
Secondary Frontage	72 LF on West Main Street	Similar to before condition
Visibility	Average / Adequate	Similar to before condition
Access	Average / Adequate with 1 access point on College Avenue; 1 access point on West Main Street	Similar to before condition
Utilities	Municipal Water / Sanitary Sewer / Electricity / Natural Gas / Telephone	Same as before condition
Flood Map Panel	3710152900J; 07/02/2008	Same as before condition

Characteristic	Before	After
Flood Zone Designation	Zone X; areas of minimal flood risk outside of 100-year or 500-year floodplain; flood insurance is not required.	Same as before condition
Wetlands or Stream Buffers	No wetlands or stream buffers were observed, and public records or information provided to the appraiser does not indicate that any are located on the subject site.	Same as before condition
Zoning	HC-1 (Spindale) and C-74 (Rutherfordton); Highway Commercial and US Highway 74 Commercial Districts	Same as before condition
Zoning Conformity	Legally conforming use	Same as before condition
Easements or Encroachments	We are not aware of any easements or encroachments other than those recorded in the deed of record that would have an adverse impact on the subject property.	PUE (0.062 acres)
Improvements	The property is improved with one institutional building and miscellaneous site improvements. The improvements, other than those within the project limits, are unaffected by the project and therefore excluded from this analysis.	Similar to before condition; inventory of improvements to be acquired is included in the following section.

Aerial Map



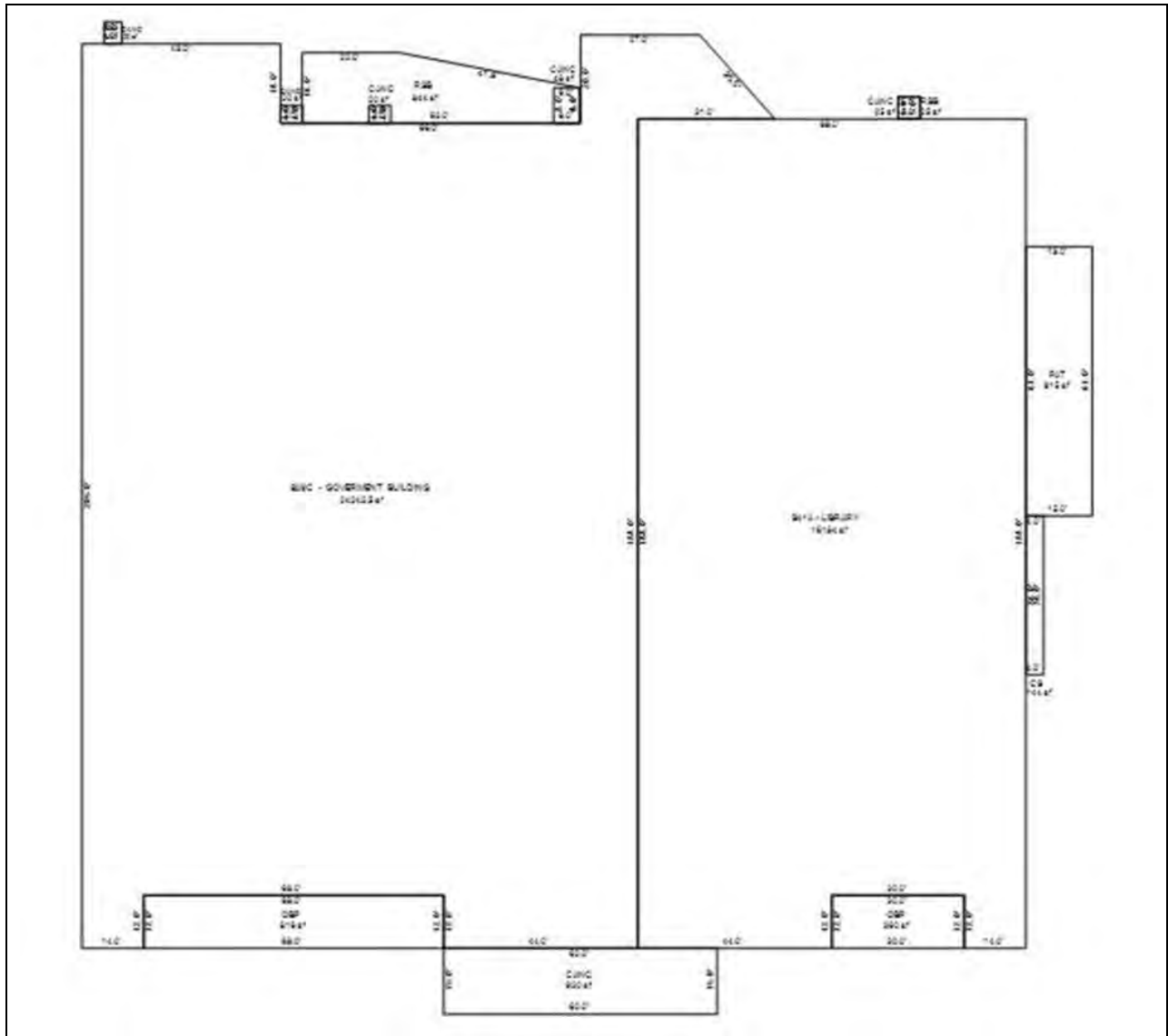
Topographic Map



Flood Map



Improvements Sketch (Not to Scale)

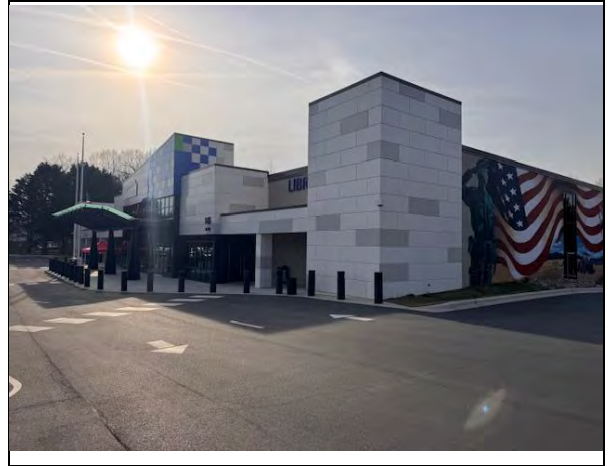


According to tax records the building was constructed in 1996 and contains 40,428 square feet of gross building area.

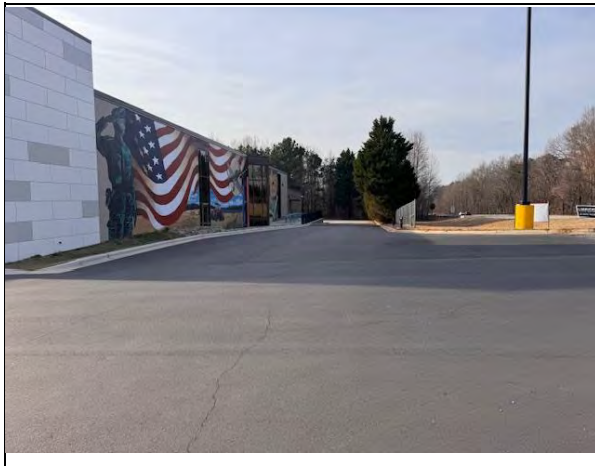
Subject Photographs



1. View of Improvements facing Southwest
Date of Photo - February 25, 2026



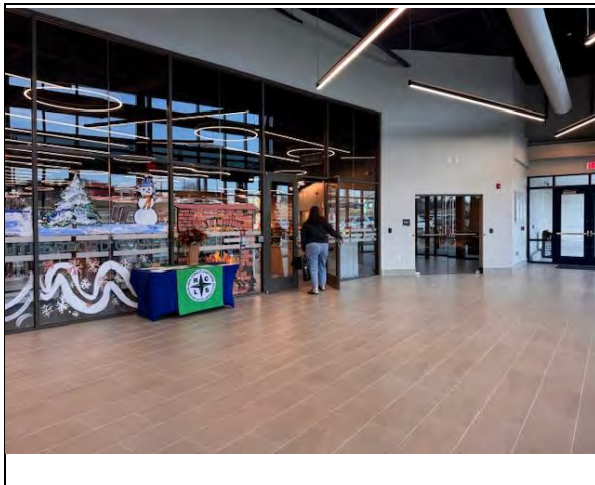
2. View of Improvements facing Southeast
Date of Photo - February 25, 2026



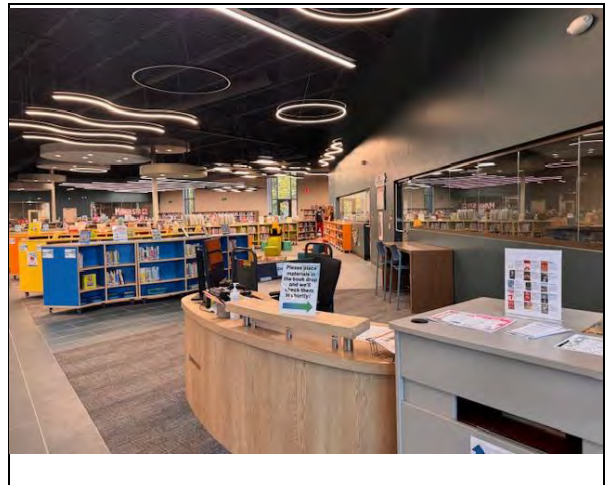
3. View of Improvements facing South
Date of Photo - February 25, 2026



4. View of Improvements facing Northeast
Date of Photo - February 25, 2026



5. Interior View
Date of Photo - February 25, 2026



6. Interior View
Date of Photo - February 25, 2026

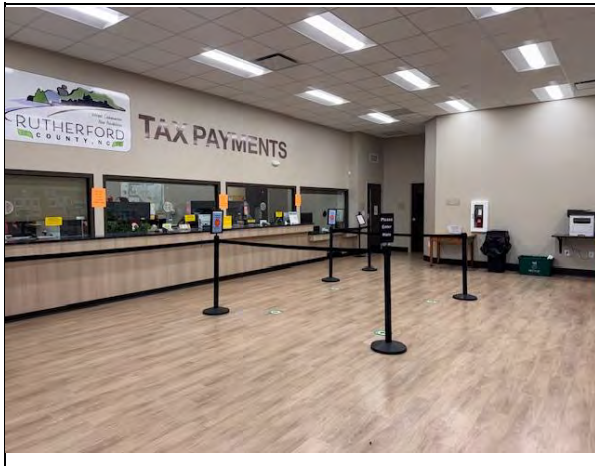
Subject Photographs



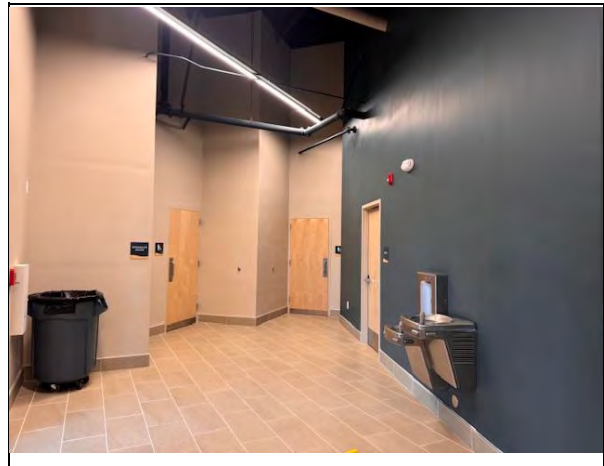
7. Interior View
Date of Photo - February 25, 2026



8. Interior View
Date of Photo - February 25, 2026



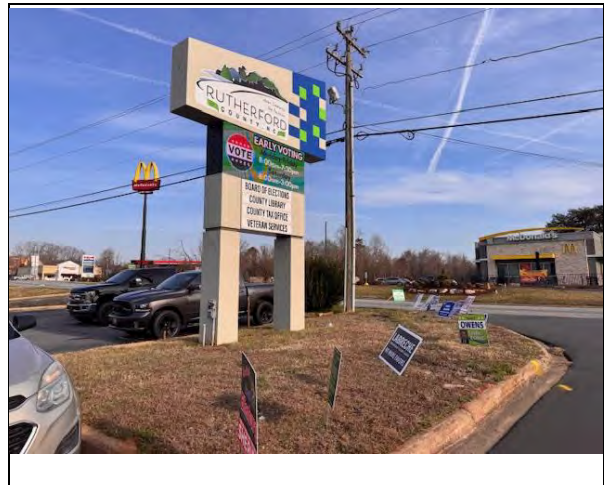
9. Interior View
Date of Photo - February 25, 2026



10. Interior View
Date of Photo - February 25, 2026



11. Land Acquired and w/in PUE facing Southwest
Date of Photo - February 25, 2026



12. Land Acquired and w/in PUE facing Northwest
Date of Photo - February 25, 2026

Subject Photographs



13. Land Acquired and w/in PUE facing Southeast
Date of Photo - February 25, 2026



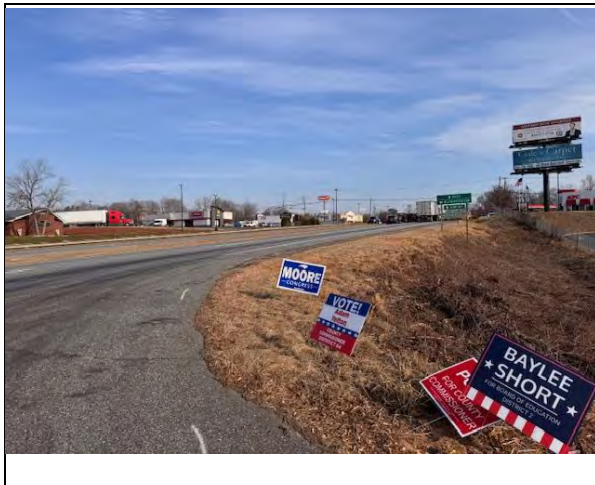
14. Land Acquired and w/in PUE facing Northeast
Date of Photo - February 25, 2026



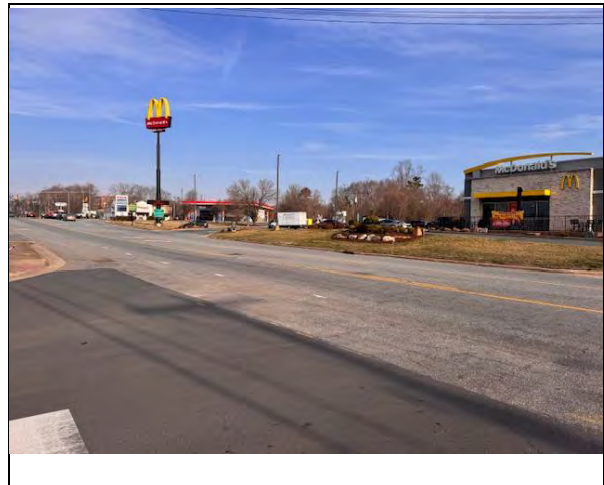
15. Land Acquired and w/in PUE facing Southwest
Date of Photo - February 25, 2026



16. Facing South along College Ave
Date of Photo - February 25, 2026



17. Facing North along College Ave
Date of Photo - February 25, 2026

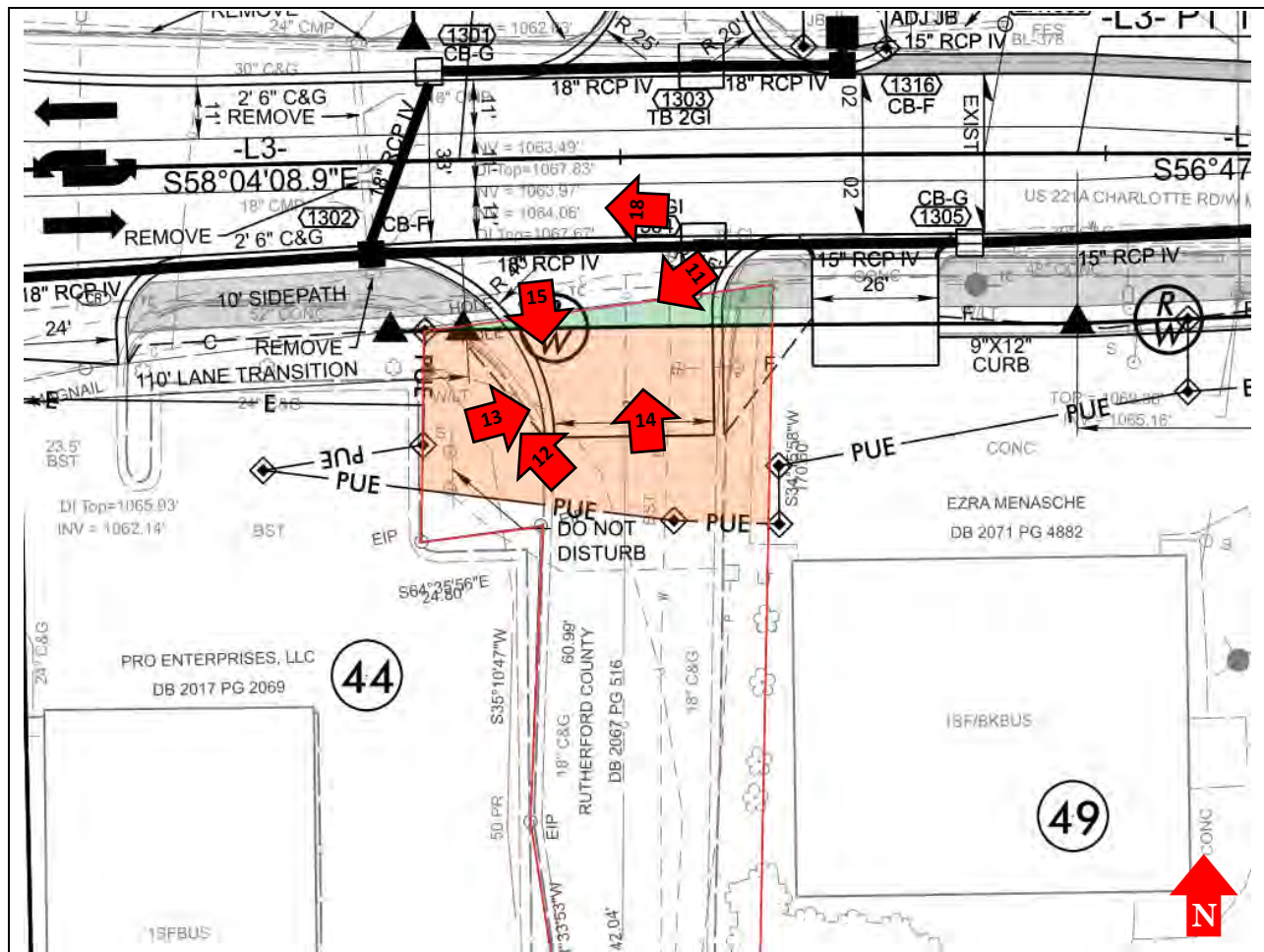


18. Facing West along West Main Street
Date of Photo - February 25, 2026

Photograph Location Map



Photograph Location Map / NCDOT Survey



- Red = Existing Property Line
- Green = Fee Simple Land Area Acquired
- Orange = Permanent Utility Easement (PUE)

Highest and Best Use – Before the Acquisition

The highest and best use of the subject as if vacant is development of a commercial or institutional use. This opinion is supported as follows:

- There are no physical limitations that would prohibit development of a variety of uses on the site.
- The only permitted use under zoning that is consistent with prevailing land use patterns in the area is commercial or institutional use.
- There is adequate demand for commercial or institutional use in this location, and a newly developed commercial or institutional use on the site would have a value commensurate with its cost. Thus, commercial or institutional use is financially feasible.
- There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than commercial or institutional use, and therefore the maximally productive use of the site is commercial or institutional use.

The highest and best use of the subject as improved is continued institutional use, which is consistent with the highest and best use as vacant. This opinion is based on the following:

- The value of the existing improved property exceeds the value of the site as if vacant.
- There does not appear to be any alternative use that could provide a higher present value than continued institutional use.

The most probable buyer is an owner-user.

Land Valuation – Before the Acquisition

To develop an opinion of the subject's before land value, as if vacant and available to be developed to its highest and best use, the sales comparison approach is utilized. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

For this analysis, price per acre is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. Similarities and differences are accounted for in the form of adjustments to the sales prices of the comparable properties; the adjusted sales prices of these comparable land sales provide a value indication for the subject property. A summary of the key characteristics analyzed are included in the following table. Please note that the comparable land sales map and write-ups (FRM5-G) are included in the addenda.

Characteristic	Primary Adjustment Factors Considered
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition costs, expenditures by the buyer at time of purchase, or other similar factors. Typically applied directly to sale price on a lump sum basis and is discussed in sale write-up, if applicable.
Property Rights	Pertains to which bundle of rights are conveyed with the real estate and their influence on sale price.
Financing Terms	Pertains to seller financing, or assumption of existing financing, at non-market terms that would influence sale price.
Conditions of Sale	Extraordinary motivations of buyer/seller.
Market Conditions	Changes in economic conditions that affect the rate of appreciation or depreciation of real estate.
Location	Surrounding land use influences and proximity to demand drivers.
Access/Exposure	Number of access points, amount of frontage, visibility, traffic counts, etc.
Size/Utility	Inverse, exponential relationship that often exists between parcel size and unit value.
Shape, Topography, Floodplain, etc.	Impact of physical features on the development potential of the site and the design and construction of existing or potential improvements.
Zoning	Impact of zoning standards that restrict potential uses and density.
Utilities	Availability of utilities necessary to develop the site to its highest and best use.

Land Sales Adjustment Grid

	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Name:	HL-0065 048	Commercial Land	Commercial Land	Commercial Land	Commercial Land
Address:	145 College Avenue Rutherfordton	2206 Hoey Church Road Shelby	2470 Hudson Blvd Gastonia	176 Sparks Drive Forest City	630 Earl Road Shelby
City:	Rutherford	Cleveland	Gaston	Rutherford	Cleveland
County:	Rutherford	Cleveland	Gaston	Rutherford	Cleveland
State:	NC	NC	NC	NC	NC
Date of Sale:		Mar-25	Sep-23	Oct-22	Feb-22
Effective Sale Price:		\$230,160	\$825,000	\$525,000	\$700,000
Acres:	5.109	1.285	3.336	1.365	6.030
Usable Acres:	5.109	1.285	3.336	1.365	4.500
Shape:	Irregular	Irregular	Triangular	Irregular	Triangular
Topography:	Gently sloping	Gently Sloping	Gently Sloping	Level	Gently Sloping
Zoning:	HC-1 (Spindale) and C-74 (Rutherfordton)	GB	C-2 CD	C3	GB
Public Water:	Yes	Yes	Yes	Yes	Yes
Sewer:	Yes	No	Yes	Yes	Yes
Frontage Feet:	724 / 72	315	545 / 465	60 / 182	890
Traffic Volume (AADT):	17,000	2,300 / 36,000	14,000 / 11,000	21,500	8,900
Price/Usable Acre:		\$179,113	\$247,302	\$384,615	\$155,556
Terms of Sale Adjustments					
Property Rights:		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment:		0.0%	0.0%	0.0%	0.0%
Financing Terms:		Market	Market	Market	Market
Adjustment:		0.0%	0.0%	0.0%	0.0%
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjustment:		0.0%	0.0%	0.0%	0.0%
Market Conditions	2/25/2026	Mar-25	Sep-23	Oct-22	Feb-22
Annual % Adjustment:	3.0%	3.0%	7.0%	10.0%	12.0%
Adjusted Price/Usable Acre:		\$184,486	\$264,613	\$423,077	\$174,222
Location:		Inferior	Superior	Superior	Similar
Adjustment:		10.0%	-10.0%	-10.0%	0.0%
Access/Exposure:		Superior	Similar	Similar	Inferior
Adjustment:		-10.0%	0.0%	0.0%	20.0%
Size/Utility:		Smaller	Similar	Smaller	Similar
Adjustment:		-10.0%	0.0%	-10.0%	0.0%
Shape:		Similar	Inferior	Similar	Inferior
Adjustment:		0.0%	5.0%	0.0%	5.0%
Topography:		Similar	Similar	Similar	Similar
Adjustment:		0.0%	0.0%	0.0%	0.0%
Zoning:		Similar	Similar	Similar	Similar
Adjustment:		0.0%	0.0%	0.0%	0.0%
Utilities:		Inferior	Similar	Similar	Similar
Adjustment:		5.0%	0.0%	0.0%	0.0%
Gross Adjustment:		35.0%	15.0%	20.0%	25.0%
Net Adjustment:		-5.0%	-5.0%	-20.0%	25.0%
Adjusted Price/Usable Acre:		\$175,262	\$251,383	\$338,462	\$217,778
Adjusted Range:	\$175,262 - \$338,462				
Adjusted Average:	\$245,721				
Indicated Per Unit Value:	\$245,000				

Discussion of Adjustments

Property Rights: All sales were confirmed to be sold in fee simple. Thus, no adjustment is required for this consideration.

Financing Terms: The appraiser was not informed during the investigation that any of the sales had unusual financing which would have influenced the sales price; therefore, no adjustments were necessary for financing terms.

Conditions of Sale: All sales were confirmed to be sold in arm's length transactions and there were no verified circumstances that would indicate a "forced sale". Consequently, no adjustment is necessary for conditions of sale.

Market Conditions: Market conditions have generally been strengthening overall since the oldest dated sale through the effective date of value; therefore an adjustment of 3.0% per year is applied to account for this trend.

Location: As the subject is located at the core of the primary commercial node between Rutherfordton and Spindale, Sale 1 was adjusted upward for inferior location. Sales 2 and 3 were adjusted downward for location due to superior surrounding land use influences and proximity to demand drivers. Sale 4 was considered to be similar in location overall due to its location within a primary commercial node in Shelby.

Access/Exposure: Sale 1 was adjusted downward for superior access/exposure due to being exposed to higher traffic counts, and Sale 4 was adjusted upward for inferior access/exposure due to having one street frontage with inferior traffic counts. Sale 2 was considered to be similar in access/exposure overall due to being exposed to similar traffic counts with frontage on two primary thoroughfares. Sale 3 was considered to be similar in access/exposure overall as it is exposed to higher traffic counts but has inferior frontage on two streets.

Size/Utility: Based on the inverse, exponential relationship between parcel size and unit value, Sales 1 and 3 are adjusted downward due to smaller site size.

Shape: Sales 2 and 4 were adjusted upward for inferior shape due to their triangular shape, which can often impact the potential building envelope. All remaining sales were considered to be similar in shape overall and no adjustments were necessary.

Topography: All sales were considered to be similar in topography overall and no adjustments were necessary.

Zoning: All sales were considered to be similar in zoning overall and no adjustments were necessary.

Utilities: Sale 1 was adjusted upward for inferior access to sanitary sewer. All remaining sales were considered to be similar in availability of utilities overall and no adjustments were necessary.

Before Value Conclusion - Land

Prior to adjustments, the sales reflect a range of \$155,556 - \$384,615 per acre, with an average of \$241,646 per acre. After adjustment, the range is \$175,262 - \$338,462 per acre, with an

average of \$245,721 per acre. To arrive at an indication of unit value, equal emphasis is placed on all sales; therefore, the before per unit value is concluded to be \$245,000 per acre.

Before Land Value Conclusion

Indicated Value per Acre	\$245,000
Subject Acres	5.109
Indicated Value	\$1,251,705
Rounded	\$1,251,700

Before Value Conclusion – Site Improvements/Landscaping

Based on the inspection and according to information provided to the appraiser, the subject property is improved with the following site improvements that are affected by the project. The institutional and other complementary site improvements are not impacted by the project and are therefore excluded from this analysis and not described in detail.

Affected Site Improvements Description

Item	Quality	Quantity	Unit	Effective Age (Yrs)	Economic Life (Yrs)	Remaining Econ. Life (Yrs)	S/L Depreciation %
Asphalt	Average	1,820	SF	10	20	10	50%
Concrete Curb & Gutter	Average	88	LF	10	20	10	50%

The cost of the various affected improvements are based on information provided by Marshall Valuation Service (MVS) and verified by local cost sources, when available: asphalt (\$2/SF to \$5/SF; Triple A Steel Structures and BCG Expert Contractors) and concrete curb and gutter (\$17/LF to \$26/LF; Triple A Steel Structures and BCG Expert Contractors).

Their estimated depreciated value is shown in the following table for allocation purposes.

Affected Site Improvements Valuation

Item	Quality	Quantity	Unit	Unit Cost	Total Cost	Indirect Cost @ 5%	Entrepreneurial Incentive @ 15%	Reproduction Cost New	S/L Depreciation %	Depreciated Value	Rounded
Asphalt	Average	1,820	SF	\$8.00	\$14,560	\$728	\$2,184	\$17,472	50%	\$8,736	\$8,725
Concrete Curb & Gutter	Average	88	LF	\$22.00	\$1,936	\$97	\$290	\$2,323	50%	\$1,162	\$1,150
Total										\$9,875	

Before Value Conclusion

The before value indicated by the analysis is as follows:

Summary of Before Value Indications

Value of Land Before Taking	\$1,251,700
Affected Site Improvements Before Taking	\$9,875
Total Before Value	\$1,261,575

Description of the Acquisition

Land

According to information provided to the appraiser, the following areas are within the project limits. Per the inspection, these areas are improved with miscellaneous site improvements.

Land Areas Acquired

Description	Area (Acre)	Location
Fee Simple Land Area To Be Acquired	0.007	The land area to be acquired in fee is located at the northern boundary line along the subject's entire West Main Street frontage with a maximum depth of 8'.
In Existing R/W Area	0.000	N/A
Permanent Utility Easement (PUE)	0.062	The PUE is located directly south of the subject's land area to be acquired in fee with a maximum depth of 41'.

Building and Site Improvements/Landscaping

Based on the inspection and according to information provided to the appraiser, the following site improvements/landscaping are within the project limits.

Affected Site Improvements Description

Item	Quality	Quantity	Unit	Effective Age (Yrs)	Economic Life (Yrs)	Remaining Econ. Life (Yrs)	S/L Depreciation %
Asphalt	Average	1,820	SF	10	20	10	50%
Concrete Curb & Gutter	Average	88	LF	10	20	10	50%

Their estimated depreciated value is shown in the following table for allocation purposes.

Affected Site Improvements Valuation

Item	Quality	Quantity	Unit	Unit Cost	Total Cost	Indirect Cost @ 5%	Entrepreneurial Incentive @ 15%	Reproduction Cost New	S/L Depreciation %	Depreciated Value	Rounded
Asphalt	Average	1,820	SF	\$8.00	\$14,560	\$728	\$2,184	\$17,472	50%	\$8,736	\$8,725
Concrete Curb & Gutter	Average	88	LF	\$22.00	\$1,936	\$97	\$290	\$2,323	50%	\$1,162	\$1,150
Total										\$9,875	

Description of Remainder and Effects of the Acquisition

Land

After the project, the land area will be reduced from 5.109 acres to 5.102 acres. As previously noted in the subject property description section, the physical characteristics (shape, topography, frontage, access, etc.) of the remainder and availability of utilities are essentially the same as in the before condition.

The remaining land area will also be encumbered by the following easements:

Land Areas After Taking

Fee Simple	TCE	TDE	TUE	AUE	PUE	DUE	PDE	PCE	Other
5.102	0.000	0.000	0.000	0.000	0.062	0.000	0.000	0.000	0.000

Building and Site Improvements/Landscaping

The remainder will continue to be improved with one institutional building and ancillary site improvements. The physical characteristics (effective age, condition, quality, etc.) of the remaining building and site improvements are the same as in the before condition.

After completion of the project, the property will have similar utility as before the project. We have researched the market and considered potential damages to the remainder, but have concluded there are no damages to the remainder.

Highest and Best Use of the Remainder

The highest and best use of the subject, as vacant, after the project is the same as before the project, which is for commercial or institutional use.

The highest and best use of the subject, as improved, after the project is the same as before the project, which is for continued institutional use.

Land Valuation – After the Acquisition

The same comparable land sales used before the project are used in the land value analysis after the project.

As previously described, the reduction in size from 5.109 acres to 5.102 acres does not have an adverse effect on the site and the property will have similar utility as before the project. Therefore, the same per unit value of \$245,000 per acre is utilized in the after analysis, and the fee simple value of the remaining land is shown in the following table.

Land Valuation After Taking

Land Type	Remaining Land			
	Area (Acre)	Value per Acre	Value	Rounded
Fee Simple	5.102	\$245,000	\$1,249,990	\$1,250,000

Easement Analysis

Permanent Utility Easement (PUE)

The permanent utility easement (PUE) has a total land area of 0.062 acres. Based on information provided by the NCDOT, a PUE is described as follows:

Said PUE in perpetuity is for the installation and maintenance of utilities, and for the purposes for which the NCDOT is authorized by law to subject the same. The NCDOT and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility line or lines, all trees and other obstructions inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in the NCDOT and its agents or assigns' opinion, to endanger a line or other facility within the PUE area(s) ("Danger Trees"). The NCDOT and its agents or assigns shall also have the right to access the PUE area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the PUE area(s) and Danger Trees from outside of the PUE area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The NCDOT shall also have the right to construct and maintain the cut and/or fill slopes in the above-described PUE area(s), and the right to use the PUE area(s) for additional working area during the above-described project. The underlying fee owner(s) retain(s) the right to continue to use the PUE area(s) in any manner and for any purpose, including but not limited to access and parking, provided that such use does not interfere with or disturb the permanent utility easement or utility installations. The NCDOT's acquisition of the PUE(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the NCDOT of the above-described project, utilities or appurtenances within the PUE(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

The PUE will primarily be located inside the subject's setback zoning requirements after the taking, and would therefore not be able to be developed. However, while these areas are within the zoning setbacks, based on the NCDOT definition of the PUE, this easement hinders the property owner's ability to improve this area with certain landscaping and site improvements that would normally be permitted within the zoning setbacks. Therefore, partial value, or 90% of the after per unit value, is applied to the area within the PUE based on the description of the PUE provided by NCDOT. In other words, all rights taken by the PUE, per the description of the PUE provided by NCDOT, have been considered.

The loss in value to the remainder as a result of this easement is summarized in the following table.

Easement Valuations

Easement	Encumbered Area (Acre)	After Value/Acre	% of After Unit Value Applied	Easement		Value Loss	
				Acquired Value/Acre	Encumbered Area (Acre)	Due to Easement	Rounded
PUE	0.062	\$245,000	x 90%	= \$220,500	x 0.062	= -\$13,671	-\$13,675

It is noted that the subject PUE is located along the entire frontage on West Main Street after the taking. It is our opinion that the PUE will not have a negative impact on the subject's ingress/egress. According to the PUE description provided by NCDOT, the PUE will not obstruct the subject's ingress/egress and the property owner can continue to use the area within the PUE for parking. We have provided additional support that the remainder's PUE will not impact access to the property and/or parking in the following section.

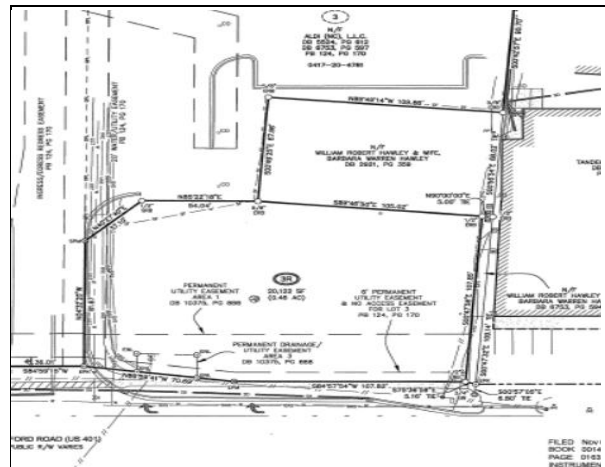
Case Study – Permanent Easements

We have considered the possibility of the NCDOT and its agents or assigns using the permanent utility easements to their "fullest extent". However, based on our real estate experience, and the documented examples provided, we do not believe there is any meaningful risk regarding loss of access from a permanent utility easement along a site's road frontage. Historically, we have seen no instance whereby access to a property was eliminated due to the encumbrance of a permanent utility easement. The following case studies of properties impacted by permanent easements acquired by the NCDOT are included to provide additional support for no damages to the subject property remainder from the permanent easements described in the report

Case Study 1: 4788 & 4794 Raeford Road, Fayetteville, NC



1. Tax Map/Aerial Photo



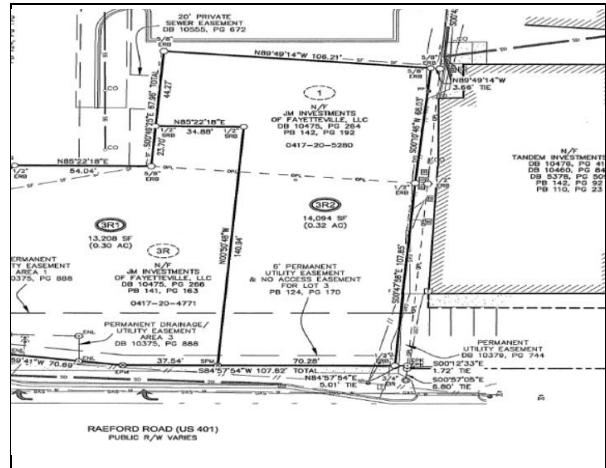
2. Plat

This parcel was a 0.627 acre site purchased on April 2, 2019, for \$440,000 (Cumberland County Deed Book/Page 10475/264 & 10475/266; REID 0417-20-4771 & portion of 0417-20-5830 at time of sale) for commercial redevelopment. The site was primarily vacant land at the time of sale and was ultimately subdivided and developed with a Take 5 Oil Change and Jersey Mikes Subs restaurant. At the time of sale, the site's entire Raeford Road frontage was encumbered with a PUE and/or DUE that was previously acquired for NCDOT Project U-4405 (Parcel 027B). According to conversations with the broker (Mr. Malcolm McLean, Providence Group) involved in this sale, this was an arm's length transaction and the permanent easements had no impact on the sale price.

Case Study 2: 4788 Raeford Road, Fayetteville, NC



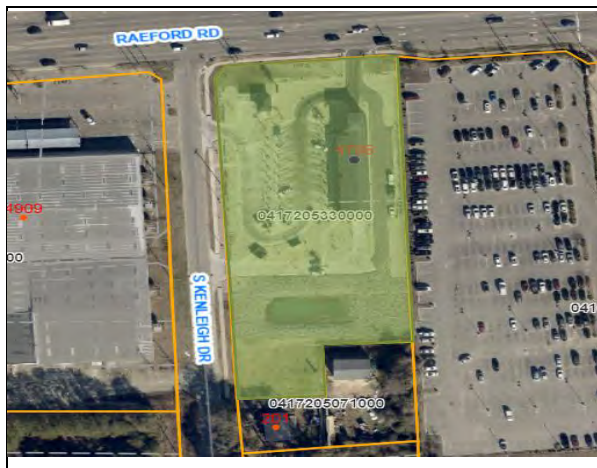
1. Tax Map/Aerial Photo



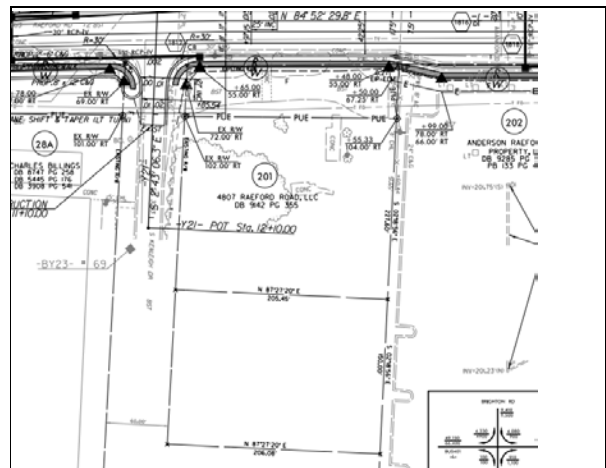
2. Plat

This parcel was a 0.324 acre site improved with a Jersey Mikes Subs restaurant that was purchased on January 30, 2020, for \$450,000 (Cumberland County Deed Book/Page 10682/717; REID 0417-20-5280 at time of sale) for commercial use. At the time of sale, the site’s entire Raeford Road frontage was encumbered with a PUE that was previously acquired for NCDOT Project U-4405 (Parcel 027B). According to conversations with the property owner (Mr. Arash Ainohayat), this was an arm’s length transaction that involved a “bidding war” for this property and the PUE had no impact on the sale price.

Case Study 3: 4795 Raeford Road, Fayetteville, NC



1. Tax Map/Aerial Photo



2. NCDOT Project U-4405 Plan Sheet

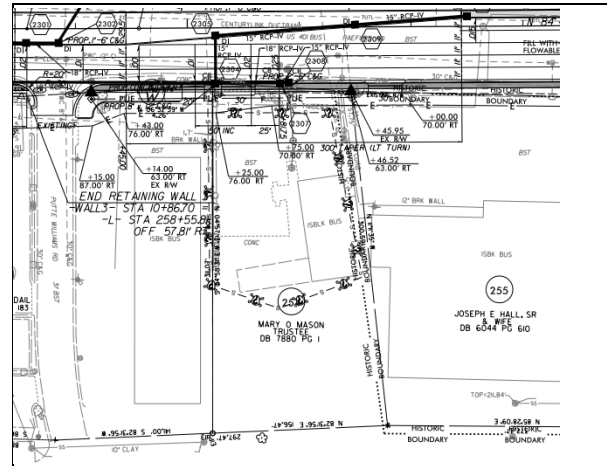
This parcel was a 2.275 acre site purchased on September 18, 2019, for \$800,000 (Cumberland County Deed Book/Page 10589/242; REID 0417-20-5330 at time of sale) for commercial development. The site was vacant land at the time of sale and was ultimately developed with a Hurricane Express car wash. At the time of sale, the site’s entire Raeford Road frontage was encumbered with a PUE that was previously acquired for NCDOT Project U-4405 (Parcel 201).

According to conversations with the broker (Mr. Malcolm McFadyen, Coldwell Banker) involved in this sale, this was an arm’s length transaction and the PUE had no impact on the sale price.

Case Study 4: 3315 Raeford Road, Fayetteville, NC



1. Tax Map/Aerial Photo



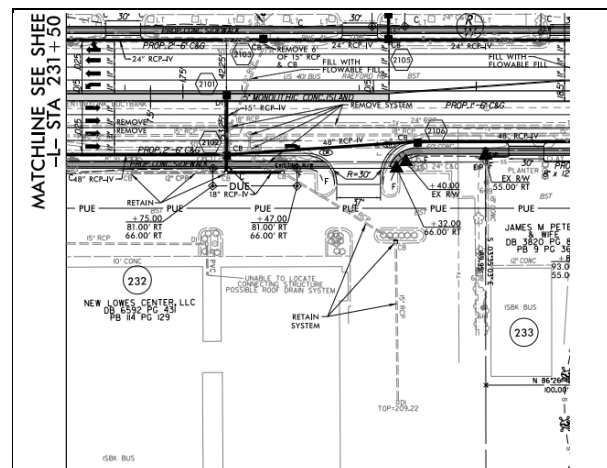
2. NCDOT Project U-4405 Plan Sheet

This parcel was a 0.930 acre site improved with an auto repair facility that was purchased on July 1, 2022, for \$500,000 (Cumberland County Deed Book/Page 11513/316; REID 0417-80-8852 at time of sale) for commercial use. At the time of sale, the site’s entire Raeford Road frontage was encumbered with a PUE that was previously acquired for NCDOT Project U-4405 (Parcel 254). According to conversations with the broker (Mr. David Helms, Lancaster Helms & Player) involved in this sale, this was an arm’s length transaction and the PUE had no impact on the sale price.

Case Study 5: 4101 Raeford Road, Fayetteville, NC



1. Tax Map/Aerial Photo



2. NCDOT Project U-4405 Plan Sheet

This parcel was a 5.700 acre site improved with the Showroom Square shopping center that was purchased on September 27, 2022, for \$11,125,000 (Cumberland County Deed Book/Page 11582/309; REID 0417-60-0524 at time of sale) for commercial use. At the time of sale, the site’s entire Raeford Road frontage was encumbered with a PUE and/or DUE that was previously

acquired for NCDOT Project U-4405 (Parcel 232). According to conversations with the broker (Mr. Donald Gilchrist, Marcus & Millichap) involved in this sale, this was an arm’s length transaction and the permanent easements had no impact on the sale price

After Value Conclusion

Based on the preceding analysis, the after value conclusion is summarized as follows:

Value of Remaining Land

Remaining Fee Simple Land Value After Taking	\$1,250,000
Less PUE	-\$13,675
Total Value of Land After Taking	\$1,236,325

Summary of Value After Taking

Value of Land After Taking	\$1,236,325
Value of Affected Improvements After Taking	\$0
Total Value After Taking	\$1,236,325

Difference in Before and After Value

The difference in the before and after value is as follows:

Difference in Before and After Value

Before Value		
Land Value	\$1,251,700	
Improvement Value	\$9,875	
Total Before Value		\$1,261,575
After Value		
Land Value	\$1,236,325	
Improvement Value	\$0	
Total After Value		\$1,236,325
Difference		\$25,250

Allocation of Value

Value of Land Acquired		
Right of Way	\$1,700	
Permanent Easements	\$13,675	
Temporary Easements	\$0	
Total Value of Land Acquired		\$15,375
Value of Improvements Acquired		\$9,875
Cost to Cure		\$0
Damages to the Remainder - Land		\$0
Damages to the Remainder - Improvements		\$0
Benefits to the Remainder		\$0
Total		\$25,250

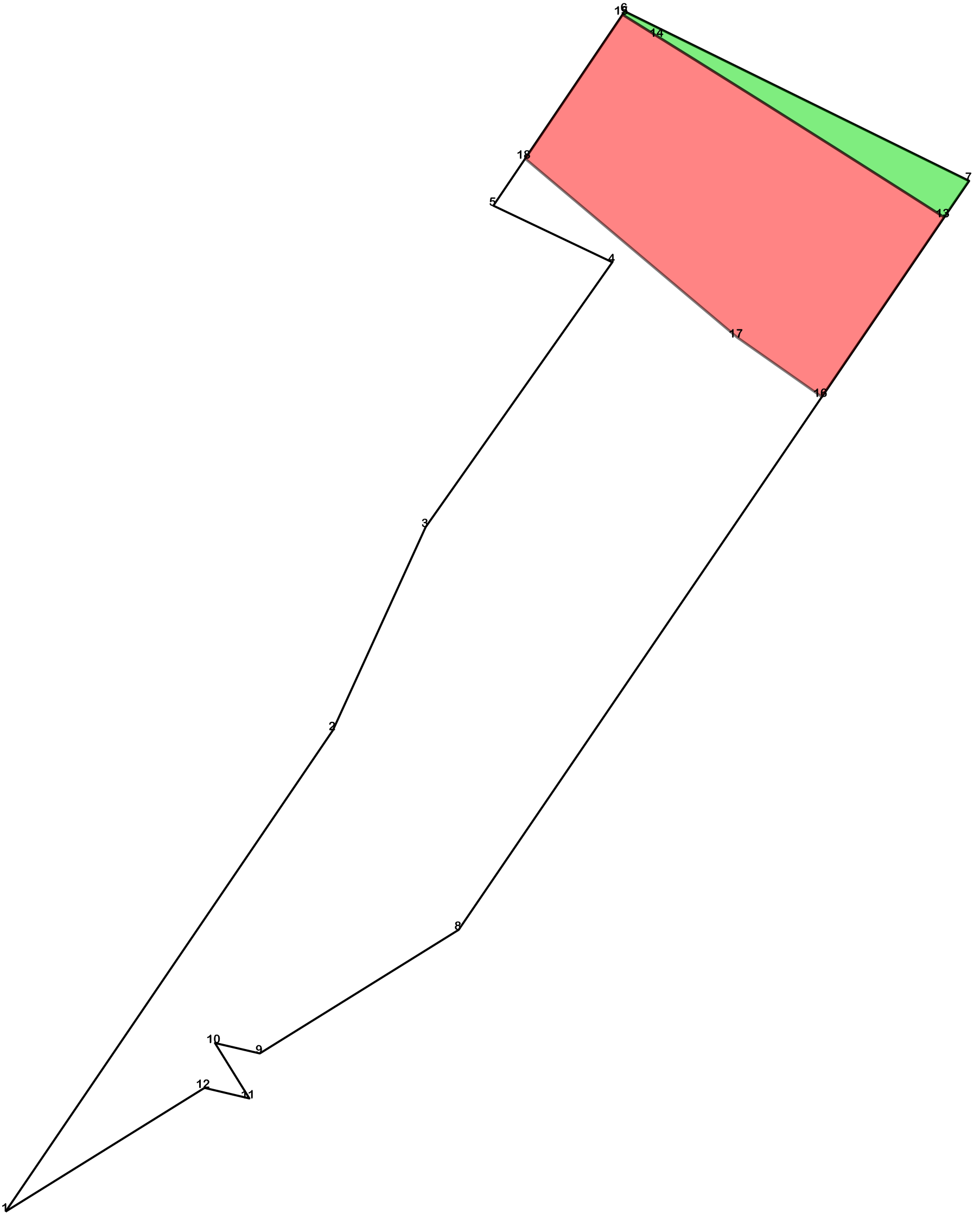
The values stated above relate only to land and affected improvements, if any.

Description of Allocation of Values

The value of the land acquired equals the concluded per acre value before the taking of \$245,000 per acre multiplied by the land area acquired in fee (0.007 acres x \$245,000/acre = \$1,715, rounded to \$1,700) plus the value of the land area within the PUE (\$13,675), as previously detailed in the analysis. Therefore, the total value of the land acquired equals \$15,375.

The value of improvements acquired equals the sum of the depreciated reproduction cost of the site improvements acquired, or \$9,875, as shown previously in the analysis.

Addendum A
Additional Property Information



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
RUTHERFORD COUNTY	
PARCEL # 048	HL0065_RWA.dgn
DB 2067 PG 516	02-05-2026

	SQR FT	ACRES		
ROW	316	0.007		
FROM - TO	DISTANCE (FT)	BEARING	RADIUS (FT)	CURVE LENGTH (FT)
R2233B-7 - 13	910.84	S 57°45'05" E		
13 - 14	63.68	N 57°44'56" W	5694.58	63.68
14 - 15	7.88	N 58°04'09" W		
15 - 6	0.71	N 34°04'18" E		
6 - 7	72.23	S 63°48'03" E		
7 - 13	8.28	S 34°15'58" W		

	SQR FT	ACRES		
PUE	2681	0.062		
FROM - TO	DISTANCE (FT)	BEARING	RADIUS (FT)	CURVE LENGTH (FT)
R2233B-7 - 14	847.16	S 57°45'06" E		
14 - 13	63.68	S 57°44'56" E	5694.58	63.68
13 - 16	40.92	S 34°15'58" W		
16 - 17	19.44	N 54°53'25" W		
17 - 18	52.24	N 49°52'25" W		
18 - 15	32.74	N 34°04'18" E		
15 - 14	7.88	S 58°04'09" E		

TYPE	COUNT	SQR FEET	ACRES
Parcel	1	10604	0.243
ROW	1	316	0.007
PUE	1	2681	0.062
PDE	0	0	0.000
PCE	0	0	0.000
PE	0	0	0.000
TCE	0	0	0.000
TDE	0	0	0.000
TUE	0	0	0.000
DUE	0	0	0.000
DTE	0	0	0.000
AUE	0	0	0.000
REM	0	0	0.000
SE	0	0	0.000
Other	0	0	0.000

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERROR MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
RUTHERFORD COUNTY	
PARCEL # 048	HL0065_RWA.dgn
DB 2067 PG 516	02-05-2026

THIS DATA IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY DESCRIBED HEREIN HAS BEEN LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERRORS MAY EXIST BETWEEN THIS DATA AND THE ACTUAL GROUND LOCATION OF PROPERTY LINES. THIS DATA IS TO BE USED AS A GENERAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

TIP: HL0065
Parcel_048

Parcel

Point of beginning being S 41°24'28" E, 897.55 feet from monument "R2233B-7" having North Carolina State Plane coordinates (NAD83) of Northing 600197.31, Easting 1122726.31; thence from the Point of beginning to a point on a bearing of N 34°12'30" E 109.56 feet thence to a point on a bearing of N 24°33'53" E 42.04 feet; thence to a point on a bearing of N 35°10'47" E 60.99 feet; thence to a point on a bearing of N 64°35'56" W 24.80 feet; thence to a point on a bearing of N 34°04'18" E 44.15 feet; thence to a point on a bearing of S 63°48'03" E 72.23 feet; thence to a point on a bearing of S 34°15'58" W 170.60 feet; thence to a point on a bearing of S 58°07'56" W 44.08 feet; thence to a point on a bearing of N 76°52'04" W 8.68 feet; thence to a point on a bearing of S 31°52'04" E 12.27 feet; thence to a point on a bearing of N 76°52'04" W 8.68 feet; thence to a point on a bearing of S 58°07'56" W 44.08 feet; returning to the point and place of beginning. Having an area of approximately 0.243 acres.

ROW

Point of beginning being S 57°45'05" E, 910.84 feet from monument "R2233B-7" having North Carolina State Plane coordinates (NAD83) of Northing 600197.31, Easting 1122726.31; thence along a curve 63.677 feet and having a radius of 5694.578 feet. The chord of said curve being on a bearing of N 57°44'56" W, a distance of 63.68 feet thence to a point on a bearing of N 58°04'09" W 7.88 feet; thence to a point on a bearing of N 34°04'18" E 0.71 feet; thence to a point on a bearing of S 63°48'03" E 72.23 feet; thence to a point on a bearing of S 34°15'58" W 8.28 feet; returning to the point and place of beginning. Having an area of approximately 0.007 acres.

PUE

Point of beginning being S 57°45'06" E, 847.16 feet from monument "R2233B-7" having North Carolina State Plane coordinates (NAD83) of Northing 600197.31, Easting 1122726.31; thence along a curve 63.677 feet and having a radius of 5694.578 feet. The chord of said curve being on a bearing of S 57°44'56" E, a distance of 63.68 feet thence to a point on a bearing of S 34°15'58" W 40.92 feet; thence to a point on a bearing of N 54°53'25" W 19.44 feet; thence to a point on a bearing of N 49°52'25" W 52.24 feet; thence to a point on a bearing of N 34°04'18" E 32.74 feet; thence to a point on a bearing of S 58°04'09" E 7.88 feet; returning to the point and place of beginning. Having an area of approximately 0.062 acres.

Parcel has a remaining Area of approximately 7607.162 sqr feet being 0.175 acres

after all takings have been subtracted.

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There are no delinquent taxes that are a lien on tax parcel(s) 1623775 described in this deed which the Rutherford County Tax Collector is charged with collecting.

1/23/2022 [Signature]
Date Tax Collector



Doc ID: 006957060005 Type: CRP
Recorded: 11/23/2022 at 12:25:07 PM
Fee Amt: \$3,326.00 Page 1 of 5
Revenue Tax: \$3,300.00
Rutherford County, NC
Rachel Thomas Register of Deeds
BK **2067** PG **516-520**

GENERAL WARRANTY DEED

Excise Tax: 3,300.00

Tax Parcel ID No. 1623775 Verified by Rutherford County
on the ___ day of _____, 2022 By: _____

Mail/Box to: Rutherford County, 289 N. Main Street, Rutherfordton, NC 28139

This instrument was prepared by: **Evan S. Glanz, Esq. – E Glanz Associates LLC**

Brief description for the Index: 5.109 Acres, Plat Book 17, Page 102, Rutherford County Registry

THIS DEED, made this the 16 day of November, 2022, by and between:

GRANTOR: RUTHERFORDTON '96, L.L.C., a New Jersey limited liability company
whose mailing address is 21 South Street, Morristown, New Jersey (herein "Grantor") and
07960

GRANTEE: Rutherford County, a municipal corporation of the State of North Carolina
whose mailing address is 289 North Main Street, Rutherfordton, North Carolina 28139
(herein "Grantee")

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the Township of Rutherfordton, County of Rutherford, State of North Carolina, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE FOR FULL LEGAL DESCRIPTION OF PROPERTY

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 673, Page 726, and being Parcel No. 1623775

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations attached as Exhibit B.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple,

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Copy

that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

1. Ad valorem taxes for future years.
2. Any utility easements of public record.
3. Any restrictions of public record.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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

RUTHERFORDTON '96, L.L.C

Witness:

By: LEDGEWOOD CORPORATION, Member

Mollie Stackhouse

By: [Signature]
Name: Deborah P. Hanson
Title: Director

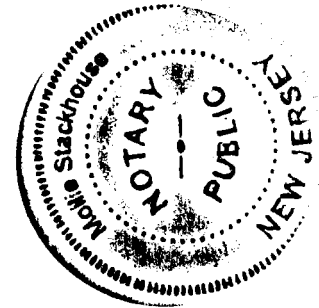
State of New Jersey
County of Morristown

(Official/Notarial Seal)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:
Deborah P. Hanson, Director of Ledgewood Corporation, Member of Rutherfordton '96, L.L.C.

Date: 11/14/2022

Mollie Stackhouse
mollie Stackhouse Notary Public
Notary's Printed or Typed Name



My Commission Expires:

Mollie Stackhouse
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES Sept. 16, 2024

EXHIBIT A

METES AND BOUNDS

ALL that certain tract of real property lying south of Old U.S. Highway 74 and east of U.S. Highway 74 By-Pass and a portion of the property being bounded on the north and west by the property now or formerly Kentucky Fried Chicken, containing 5.109 acres, more or less, and being more particularly described from a plat of survey entitled "Rutherfordton '96, L.L.C.," prepared by Fant Engineering and Surveying Co., Inc. of Greenville, South Carolina, dated May 21, 1996 and being Drawing No. B-618, by the following metes and bounds:

BEGINNING at an iron pin on the southern right-of-way of Old U.S. Highway No. 74, which iron pin is 362.54 feet from the eastern right-of-way of U.S. Highway No. 74 By-Pass; thence with the southern right-of-way of Old U. S. Highway No. 74 S 58-04-50 E, 72.27 feet to a railroad spike; thence leaving the southern right-of-way of Old U.S. Highway No. 74, S 39-59-58 W, 170.60 feet to an iron pin; thence S 23-37-15 W, 95.70 feet to an iron pin; thence S 43-49-51 E, 25.22 feet to an old iron pin; thence S 44-05-26 W, 294.81 feet to an iron pin; thence S 44-55-00 W, 99.72 feet to an iron pin; thence S 44-56-57 W, 272.62 feet to an iron pin; thence N 45-02-09 W, 190.92 feet to an iron pin on the eastern right-of-way of U. S. Highway No. 74 By-Pass, thence with the eastern right-of-way of U. S. Highway No. 74 By-Pass the following four courses and distances: N 25-06-36 E, 286.31 feet to an iron pin; thence N 24-03-10 E, 3.56 feet to an iron pin; thence N 24-03-10 E, 276.94 feet to an iron pin; thence N 19-26-58 E, 150.35 feet to an iron pin; thence leaving the eastern right-of-way of U.S. Highway No. 74 By-Pass, S 45-51-45 E, 243.21 feet to an iron pin; thence S 40-06-17 W, 14.31 feet to an iron pin; thence S 47-52-09 E, 111.55 feet to an iron pin; thence N 39-53-39 E, 109.89 feet to an iron pin; thence N 30-29-01 E, 41.82 feet to an iron pin; thence N 40-51-09 E, 61.02 feet to an iron pin; thence N 58-04-50 W, 24.94 feet to an iron pin; thence N 39-59-58 E, 43.73 feet to the point of beginning.

EXHIBIT B

EXCEPTIONS

1. Easements and any other facts as shown in Plat Book 17, Page 102, Plat Book 3, Page 85, Rutherford County Registry.
2. Rights of way of US Highway 74 Bypass and Old US Highway 74 a/k/a Main Street to their full legal widths.
3. Riparian and/or littoral rights and rights of others in and to the flow of waters over, upon or adjacent to the Land.
4. Right(s) of way to the State Highway Commission recorded in Book 292, Page 454; and Book 293, Page 558, Rutherford County Registry.
5. Change of Access Agreement with NC Department of Transportation recorded in Book 673, Page 306, Rutherford County Registry.
6. Terms and conditions of that Sewer Line Easement Agreement recorded in Book 670, Page 486; and Book 673, Page 721, Rutherford County Registry.
7. Declaration and Agreement of Slope Easement and Addendum recorded in Book 655, Page 112, Rutherford County Registry.
8. Declaration and Agreement of Slope Easement and Addendum recorded in Book 655, Page 118, Rutherford County Registry.
9. Declaration and Agreement of Slope Easement and Addendum recorded in Book 655, Page 124, Rutherford County Registry.
10. Terms and conditions of that Easement Agreement recorded in Book 673, Page 730, Rutherford County Registry.
11. Withdrawal of Dedication recorded in Book 480, Page 323, Rutherford County Registry.
12. Declaration of Abandonment and Disclaimer from Department of Transportation recorded in Book 671, Page 170, Rutherford County Registry.

Copy

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

671 170

THIS DECLARATION OF ABANDONMENT AND DISCLAIMER executed this the 3 day of October, 1995, by and between the Department of Transportation, (hereinafter known as the Department), and S. E. RETAIL INVESTORS, L.L.C., (hereinafter known as the GRANTEE);

WITNESSETH:

THAT WHEREAS, by right of way agreement from J. E. Faulkner and wife, Mae S. Faulkner, dated March 29, 1966, the Department was granted highway right of way for State Highway Project 8.1883501, in Rutherford County; and

WHEREAS, the GRANTEE has requested of the Department that it abandon to its company approximately 0.435 acre of the above-mentioned right-of-way; and

WHEREAS, the Department has determined that the approximately 0.435 acre of right of way is no longer needed for highway purposes and can be considered surplus; and

WHEREAS, by its Resolution adopted on the 4th day of August, 1995, the Board of Transportation abandoned the area of right of way as hereinafter more particularly described as a part of the State Highway System conditioned upon payment to the Department by the GRANTEE of the sum of NINETEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$19,575.00) and other good and valuable consideration and authorized the Department to execute and deliver this instrument to the GRANTEE upon receipt of said sum;

Copy

NOW, THEREFORE, the Department, in consideration of payment by the GRANTEE to it, of the total sum of NINETEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$19,575.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does declare the hereinafter-described area of right of way to be abandoned as a part of the State Highway System and disclaims any interest of the Department in and to the hereinafter-described area of right of way to wit:

BEGINNING at a point in the southeastern right of way and control of access boundary of State Highway Project 8.1883501 in Rutherford County, said point being located 90 feet southeasterly of and normal to Survey Station 18+00 Survey Line L; thence along and with the aforesaid right of way and control of access boundary in a southerly direction to a point located 200 feet northeasterly of and normal to Survey Station 20+00 Survey Line L; thence again in a southerly direction to a point 236 feet southeasterly of and normal to Survey Station 21+15 Survey Line L; thence in a northerly direction a straight line to a point located 100 feet southeasterly of and normal to Survey Station 20+58 Survey Line L; thence in a northeasterly direction a straight line to the point and place of beginning and containing approximately 0.435 acre more or less.

This description was taken from the Master Plans for State Highway Project 8.1883501 in Rutherford County and are on file in the Offices of the Department of Transportation in Raleigh, North Carolina.

BE IT UNDERSTOOD, however, that, should any part of the roadway area abandoned by the Department in this disclaimer be encumbered either by above ground or underground utilities and the GRANTEE herein should determine that same should be removed, the relocation costs for said removal shall be borne by the GRANTEE pursuant to the requirements of law.

Copy

367 671 172

IN WITNESS WHEREOF, the Department has caused this DECLARATION OF ABANDONMENT AND DISCLAIMERS to be executed by its duly authorized Manager of Right of Way on the day and year first above written.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

By: J. B. Williamson, Jr.
J. B. Williamson, Jr.
MANAGER OF RIGHT OF WAY

ATTEST:

J. M. Wright
SECRETARY TO THE BOARD
OF TRANSPORTATION AND CUSTODIAN
OF THE SEAL OF THE DEPARTMENT OF
TRANSPORTATION

APPROVED AS TO FORM:

MICHAEL F. EASLEY
Attorney General

Thomas B. Wood
Thomas B. Wood
Assistant Attorney General

Copy

NORTH CAROLINA
WAKE COUNTY

Book 671 Page 173

This the 3rd day of October, 1995, personally appeared before me, Joe G. Creech, Jr., a Notary Public of said County and State, Pauline M. Wright, who being by me duly sworn, says that she knows the Seal of the Department of Transportation and is acquainted with J. B. Williamson, Jr., who is Manager of Right-of-Way of the Division of Highways of said Department, and that she, the said Pauline M. Wright, as the Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, and saw said Manager of Right of Way sign the foregoing instrument, that she, the said Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, affixed said seal to said instrument and signed her name in attestation of the execution thereof in the presence of said Manager of Right of Way.

WITNESS my hand and Notarial Seal, the 3rd day of October, 1995.

Joe G. Creech, Jr.
NOTARY PUBLIC



My Commission Expires: September 8, 1997

North Carolina, Rutherford County

The foregoing certificate of _____

Joe G. Creech, Jr.

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 671, Page 173.

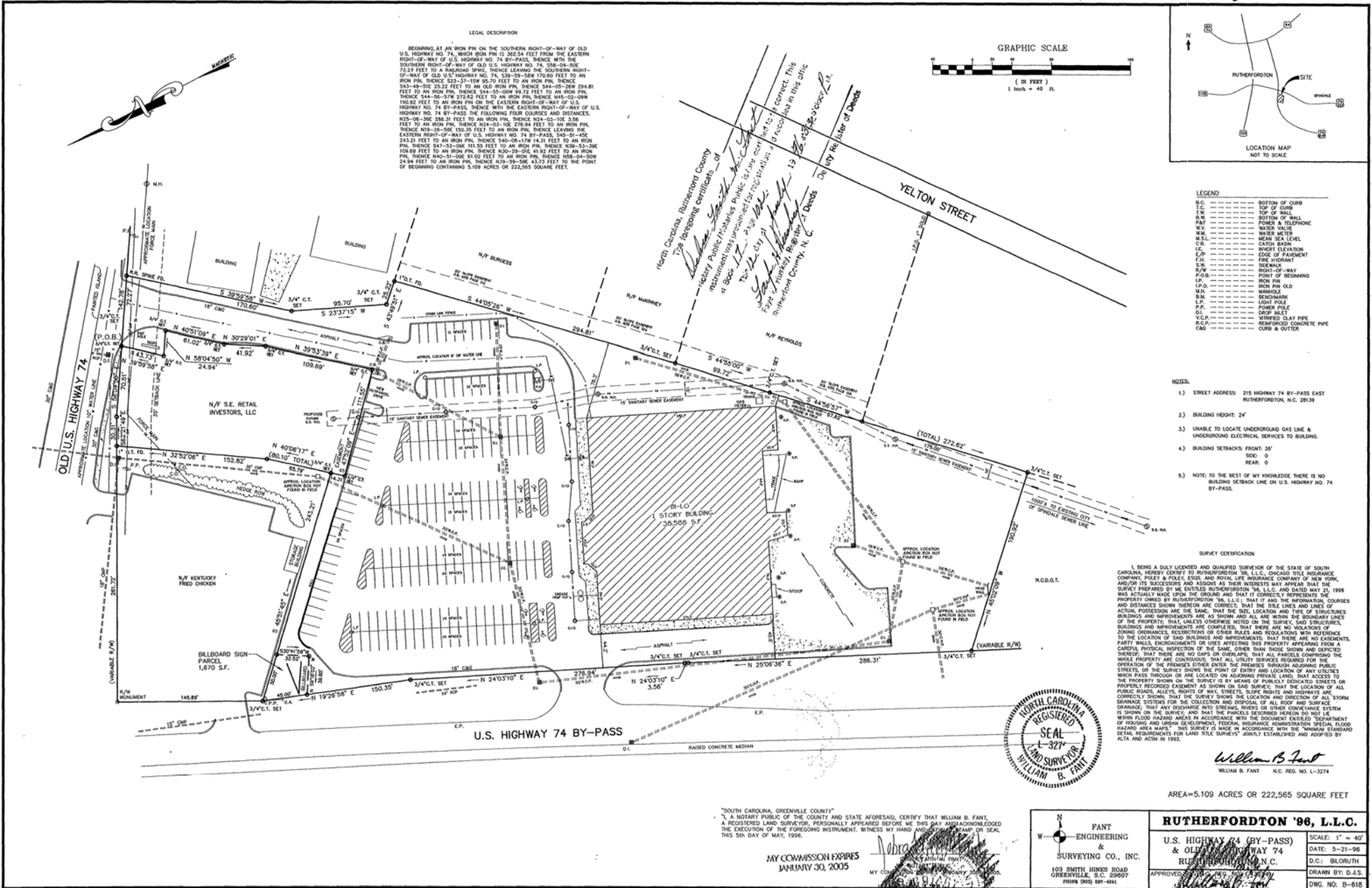
This 28 day of May, 1996 at 12:46 o'clock P.M.

Faye H. Huskey
Faye H. Huskey, Register of Deeds
Rutherford County, N. C.

Anna R. Wolkins'
Deputy Register of Deeds

Copy

Plat Book 17 Page 102 B



LEGAL DESCRIPTION
 BEGINNING AT AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF OLD U.S. HIGHWAY NO. 74, WHICH IRON PIN IS 302.34 FEET FROM THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY NO. 74 BY-PASS, THENCE WITH THE SOUTHERN RIGHT-OF-WAY OF OLD U.S. HIGHWAY NO. 74, 508-34-50-72.52 FEET TO A RAILROAD SPIKE, THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY OF OLD U.S. HIGHWAY NO. 74, 133-51-508 130.00 FEET TO AN IRON PIN, THENCE S23-31-154 95.70 FEET TO AN IRON PIN, THENCE S44-49-51 25.23 FEET TO AN OLD IRON PIN, THENCE S44-05-208 234.81 FEET TO AN IRON PIN, THENCE S44-55-004 91.72 FEET TO AN IRON PIN, THENCE S44-55-078 272.62 FEET TO AN IRON PIN, THENCE N45-01-098 180.92 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY NO. 74 BY-PASS, THENCE WITH THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY NO. 74 BY-PASS THE FOLLOWING FOUR COURSES AND DISTANCES, N25-06-306 288.31 FEET TO AN IRON PIN, THENCE N24-03-101 3.58 FEET TO AN IRON PIN, THENCE N24-03-102 278.94 FEET TO AN IRON PIN, THENCE N20-39-056 100.35 FEET TO AN IRON PIN, THENCE LEAVING THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY NO. 74 BY-PASS, S42-51-452 243.21 FEET TO AN IRON PIN, THENCE S40-05-178 14.15 FEET TO AN IRON PIN, THENCE S47-32-046 111.55 FEET TO AN IRON PIN, THENCE N38-53-306 109.69 FEET TO AN IRON PIN, THENCE N30-01-016 41.92 FEET TO AN IRON PIN, THENCE N40-51-056 81.02 FEET TO AN IRON PIN, THENCE N36-04-504 24.84 FEET TO AN IRON PIN, THENCE N39-09-046 43.72 FEET TO THE POINT OF BEGINNING CONTAINING 3.109 ACRES OR 222,565 SQUARE FEET.

North Carolina, Rutherford County
 The foregoing certificate of
 Henry Public Notaries Public is true and
 correct, this 13th day of May, 1996.
 Signed: *William B. Fant*
 Notary Public
 Rutherford County, N.C.

LEGEND

B.C.	BOTTOM OF CURB
C.C.	TOP OF CURB
T.W.	TOP OF WALL
B.W.	BOTTOM OF WALL
W.V.	WATER VALVE
PAT.	POWER & TELEPHONE
W.M.	WATER METER
M.S.L.	MEAN SEA LEVEL
C.B.	CATCH BASIN
I.V.	INVERT ELEVATION
E.P.	EDGE OF PAVEMENT
S.W.	SEWER
S.P.	SEWER PIPING
P.O.B.	POINT OF BEGINNING
I.P.	IRON PIN
I.P.O.	IRON PIN OLD
M.M.	MANHOLE
B.M.	BENCHMARK
L.P.	LIGHT POLE
P.P.	POWER POLE
D.I.	DROP INLET
V.C.P.	WIRRED CLAY PIPE
R.C.P.	REINFORCED CONCRETE PIPE
C&G	CURB & GUTTER

- NOTES:
- 1) STREET ADDRESS: 215 HIGHWAY 74 BY-PASS EAST RUTHERFORDTON, N.C. 28139
 - 2) BUILDING HEIGHT: 24'
 - 3) UNABLE TO LOCATE UNDERGROUND GAS LINE & UNDERGROUND ELECTRICAL SERVICES TO BUILDING.
 - 4) BUILDING SETBACKS FRONT: 30' SIDE: 0 REAR: 0
 - 5) NOTE TO THE BEST OF MY KNOWLEDGE THERE IS NO BUILDING SETBACK LINE ON U.S. HIGHWAY NO. 74 BY-PASS.

SURVEY CERTIFICATION
 I, BEING A DAILY LICENSED AND QUALIFIED SURVEYOR OF THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY TO RUTHERFORDTON '96, L.L.C., CHICAGO TITLE INSURANCE COMPANY, POLICY NO. 1056, 1057, AND 1058, AND TITLE INSURANCE COMPANY OF NEW YORK, AND/OR ITS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR THAT THE SURVEY PREPARED BY ME DATED RUTHERFORDTON, N.C. AND DATED MAY 23, 1996 WAS ACTUALLY MADE UPON THE GROUND AND THAT IT CORRECTLY REPRESENTS THE PROPERTY OWNED BY RUTHERFORDTON '96, L.L.C. THAT THE INFORMATION COURSES AND DISTANCES SHOWN HEREON ARE CORRECT, THAT THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME, THAT THE LOCATION AND TYPE OF STRUCTURES, BUILDINGS AND IMPROVEMENTS ARE AS SHOWN AND ALL ARE WITHIN THE BOUNDARY LINES OF THE PROPERTY THAT THE LINES OR NOTES ON THE SURVEY, SAID STRUCTURES, BUILDINGS AND IMPROVEMENTS ARE COMPLETE, THAT THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, REGULATIONS OR OTHER RULES AND ORDINANCES WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS AND IMPROVEMENTS THAT THERE ARE NO EASEMENTS, PARTY WALLS, ENCROACHMENTS OR OTHER MATTERS AFFECTING THE PROPERTY WHICH THE WHOLE PROPERTY ARE CONTINGUOUS, THAT ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PREMISES ARE SHOWN AND CORRECTLY LOCATED WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS AND IMPROVEMENTS, THAT THE LOCATION OF ALL PUBLIC ROADS, ALLEYS, RIGHTS OF WAY, STREETS, SLOPE RIGHTS AND HIGHWAYS ARE CORRECTLY SHOWN, THAT THE SURVEY SHOWS THE LOCATION AND DIRECTION OF ALL STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL ROOF AND SURFACE DRAINAGE, THAT ANY DRAINAGE INTO STREAMS, RIVERS OR OTHER CONVEYANCE SYSTEMS IS SHOWN ON THE SURVEY, AND THAT THE PARCELS DESCRIBED HEREON DO NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH THE DOCUMENT ENTITLED "STANDARD OF HOUSING AND URBAN DEVELOPMENT, FEDERAL AGRICULTURE ADMINISTRATION SPECIAL FLOOD HAZARD AREA MAPS". THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY A.L.A. AND A.C.S. IN 1982.



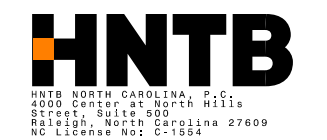
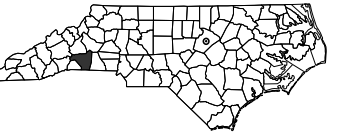
"SOUTH CAROLINA, GREENVILLE COUNTY"
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT WILLIAM B. FANT, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND SEAL THIS 30th DAY OF MAY, 1996.

MY COMMISSION EXPIRES
 JANUARY 30, 2005

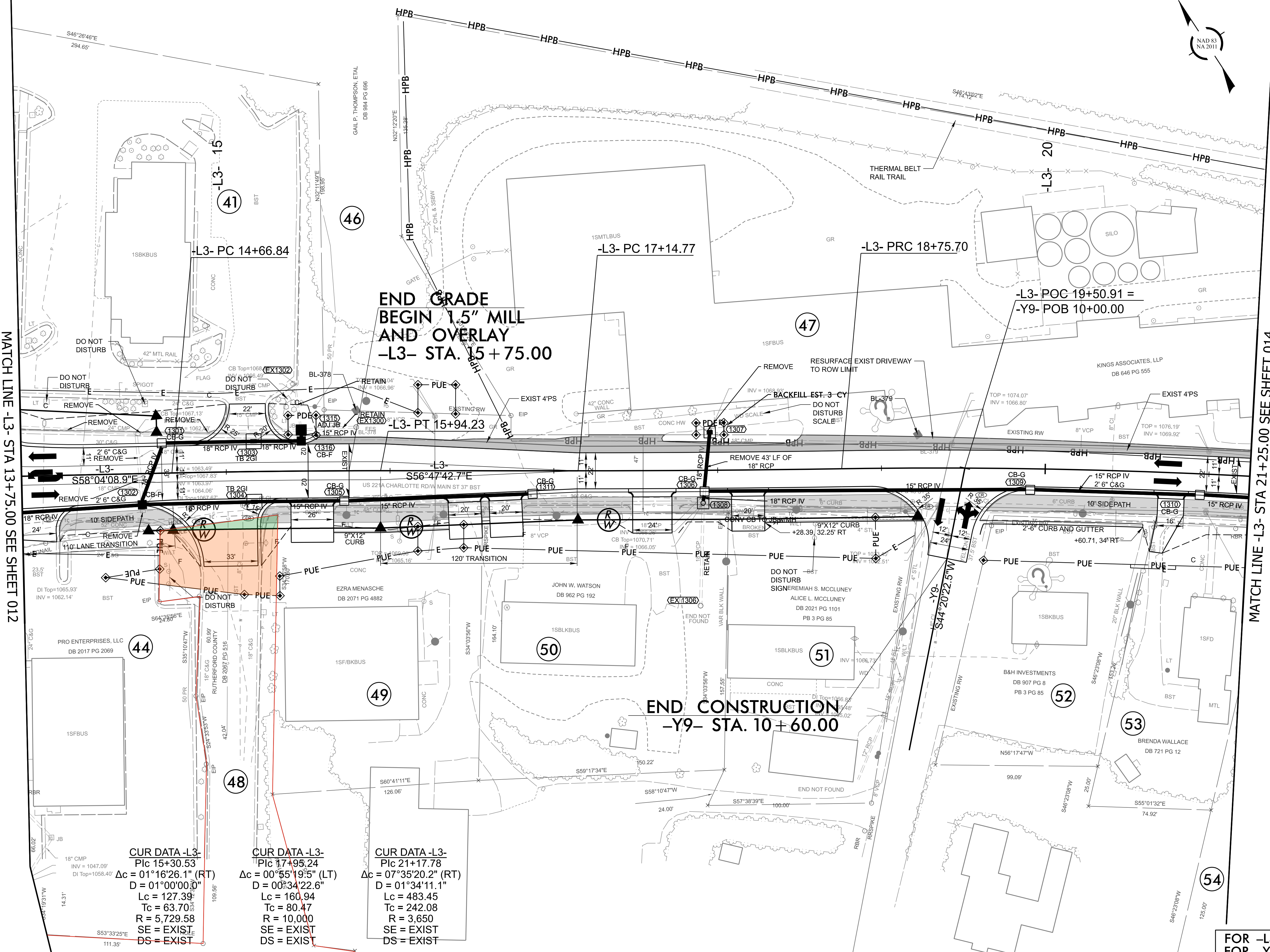
FANT
 ENGINEERING
 &
 SURVEYING CO., INC.
 103 SMITH HINES ROAD
 GREENVILLE, S.C. 29607
 PHONE 863-987-4441

RUTHERFORDTON '96, L.L.C.	
U.S. HIGHWAY 74 (BY-PASS) & OLD U.S. HIGHWAY 74 RUTHERFORDTON, N.C.	SCALE: 1" = 40' DATE: 5-21-96 D.C.: BILORUTH DRAWN BY: D.J.S. DWG. NO. B-618
APPROVED: <i>William B. Fant</i> W.B. FANT	

PLAT BK 17 - Page 1133



REVISIONS
2026-01-09: DO NOT DISTURB NOTE ADDED TO SCALE ON PARCEL 47. DO NOT DISTURB NOTES ADDED TO LIGHT POLES ON PARCEL 41.
RESURFACING OF EXISTING ASPHALT DRIVEWAYS EXTENDED TO RIGHT-OF-WAY LIMITS ON PARCELS 46 AND 47.
2026-01-21: PUE REVISED ON PARCELS 46, 49, 50, 51, 52, AND 53. TCE REVISED ON PARCELS 49, 51, 52, AND 53. PUE ADDED ON PARCEL 44.
TCE REMOVED PARCEL 48. W&S



**END GRADE
BEGIN 1.5" MILL
AND OVERLAY
-L3- STA. 15+75.00**

**END CONSTRUCTION
-Y9- STA. 10+60.00**

**CUR DATA -L3-
P/c 15+30.53**
Δc = 01°16'26.1" (RT)
D = 01°00'00.0"
Lc = 127.39
Tc = 63.70
R = 5,729.58
SE = EXIST
DS = EXIST

**CUR DATA -L3-
P/c 17+95.24**
Δc = 00°55'19.5" (LT)
D = 00°34'22.6"
Lc = 160.94
Tc = 80.47
R = 10,000
SE = EXIST
DS = EXIST

**CUR DATA -L3-
P/c 21+17.78**
Δc = 07°35'20.2" (RT)
D = 01°34'11.1"
Lc = 483.45
Tc = 242.08
R = 3,650
SE = EXIST
DS = EXIST

MATCH LINE -L3- STA 13+75.00 SEE SHEET 012

MATCH LINE -L3- STA 21+25.00 SEE SHEET 014

**FOR -L3- PROFILE, SEE SHEET 27
FOR -Y9- PROFILE, SEE SHEET 32
FOR RIGHT-OF-WAY STATIONS
AND OFFSETS, SEE SHEET 2B-9**

Property Summary

Tax Year: 2025

REID	1623775	PIN	1529-39-1303	Property Owner	RUTHERFORD COUNTY
Location Address	145 COLLEGE AVE	Property Description	NEW BI-LO HWY 74-A	Owner's Mailing Address	289 N MAIN ST RUTHERFORDTON NC 28139

Administrative Data	
Plat Book & Page	
Old Map #	NONE
Market Area	C35L
Township	Rutherfordton
Planning Jurisdiction	RUTHERFORD
City	RUTHERFORDTON, SPINDALE
Fire District	
Spec District	L08 TWN SPIND LIBR
Land Class	COMMERCIAL
History REID 1	
History REID 2	
Acreage	5.11
Permit Date	
Permit #	

Transfer Information	
Deed Date	11/23/2022
Deed Book	002067
Deed Page	00516
Revenue Stamps	\$3,300
Package Sale Date	11/23/2022
Package Sale Price	\$1,650,000
Land Sale Date	
Land Sale Price	

Improvement Summary	
Total Buildings	1
Total Units	0
Total Living Area	0
Total Gross Leasable Area	38,952

Property Value	
Total Appraised Land Value	\$472,900
Total Appraised Building Value	\$1,064,300
Total Appraised Misc Improvements Value	\$81,500
Total Cost Value	\$1,618,700
Total Appraised Value	
Other Exemptions	\$1,618,700
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	

Building Summary

Card 1 145 COLLEGE AVE

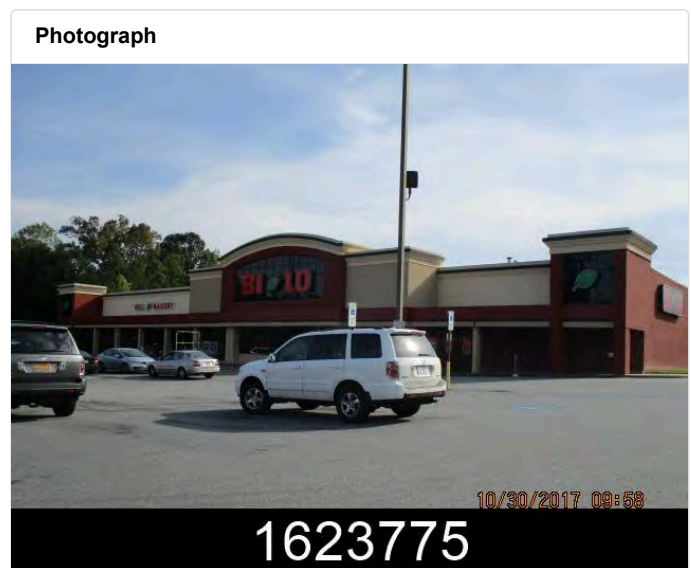
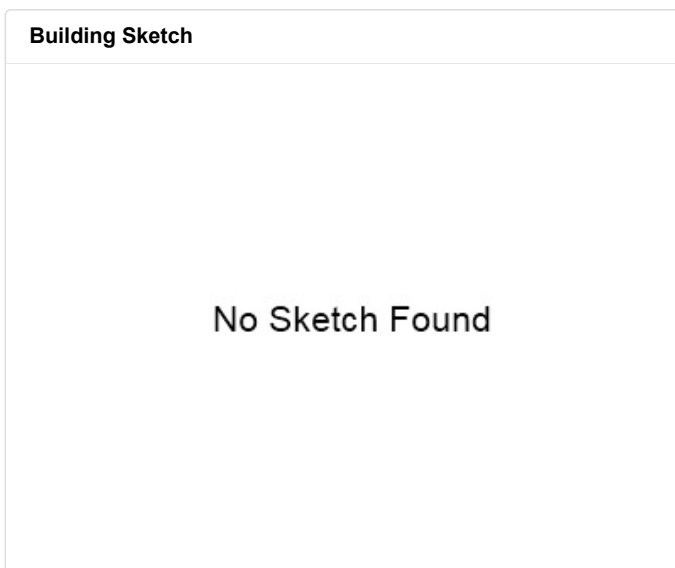
Building Details	
Bldg Name	
Primary Occupancy Type	38-SUPERMARKET
Primary Occupancy	37D-STORE-SUPERMKT
Primary Class	MASONRY
Primary Quality	GOOD
Year Built	1996
Effective Year	1996
Physical Depreciation (Rating)	GOOD
Physical Depreciation (% Bad)	29
Economic Depreciation (% Bad)	30
Functional Depreciation (% Bad)	0
Gross Leasable Area (SQFT)	38,952
Remodeled Year	0
Total Stories	1

Building Total & Improvement Details	
Total Adjusted Replacement Cost New	\$2,141,366
Physical Depreciation (% Bad)	GOOD 29
Depreciated Value	\$1,520,369
Economic Depreciation (% Bad)	30
Functional Depreciation (% Bad)	0
Total Depreciated Value	\$1,064,259
Market Area Factor	1
Building Value	\$1,064,300
Misc Improvements Value	\$81,500
Total Improvement Value	\$1,145,800
Assessed Land Value	\$472,900
Assessed Total Value	

Section 1 Details	
Occupancy Type	38-SUPERMARKET
Additional Fixtures	30
Air Conditioning	PKG HEAT/COOLING
Class	MASONRY
Depreciation	29%
Depreciation	GOOD
Design and Style	1 STORY
Dock Levelers	1
Exterior Walls	CONCRETE BLOCK
Exterior Walls	BRICK VENEER
Floors	CONCRETE
Floors	TILE ASPHALT
Foundation	CONCRETE
Frame	MASONRY
Full Baths	0
Half Baths	1
Heat	FORCED AIR O/G
Interior Finish	DRYWALL
Interior Finish	UNFINISHED
Occupancy	37D-STORE-SUPERMKT

Quality	GOOD
Roof Cover	TAR & GRAVEL
Roof Structure	STL BAR JOIST
Roof Type	FLAT
Sprinkler	38952
Subfloor	CONCRETE SLAB

Addition Summary			
Story	Type	Code	Area
1.00	DOCK LOADING	DOC	640
1.00	CANOPY	CAN	1952
1.00	CONCRETE SLAB	CS	2464



Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
1	24000	SIZE	CONCRETE PAVING	\$4.69		1996	80	0	0		\$22,500
1	93000	SIZE	ASPHALT PAVING	\$2.85		1996	80	0	0		\$53,000
1	9	SIZE	LIGHTING DOUBLE	\$2,441.11		1996	80	0	0		\$4,400
1	240	SIZE	FENCE 6' HI	\$14.94		2012	55	0	0		\$1,600

Total Misc Improvements Value Assessed: \$81,500

Land Summary

Land Class: COMMERCIAL		Deeded Acres: 0		Calculated Acres: 5.79			
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
C-74		PRIMARY SITE	120000.00 SQUARE FOOT PRICED	\$3		CORNER-110.00	\$396,000
C-74		COMMERCIAL RESIDUAL	102548.00 SQUARE FOOT PRICED	\$0.75			\$76,900
Total Land Value Assessed: \$472,900							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	RUTHERFORD COUNTY	DEED	100	3300	\$1,650,000	002067	00516	11/23/2022
1 Back	RUTHERFORDTON 96 LLC	DEED	100	0		000673	00726	7/12/1996

Notes Summary

Building Card	Date	Line	Notes
No Data			



Owner: RUTHERFORD COUNTY

Mailing Address: 289 N MAIN ST
RUTHERFORDTON

Parcel Num: 1623775

Deed Ref: 2067 - 516

Deed Date: 11/23/2022

Map Ref: -

NC 28139

Property Address: 145 COLLEGE AVE

Prop Desc: NEW BI-LO HWY 74-A

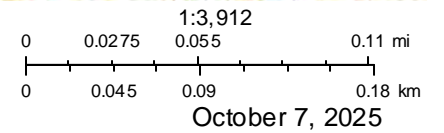
Total Prop Value: 0

Map/Block/Lot: 95 1 12

Total Acres: 5.11

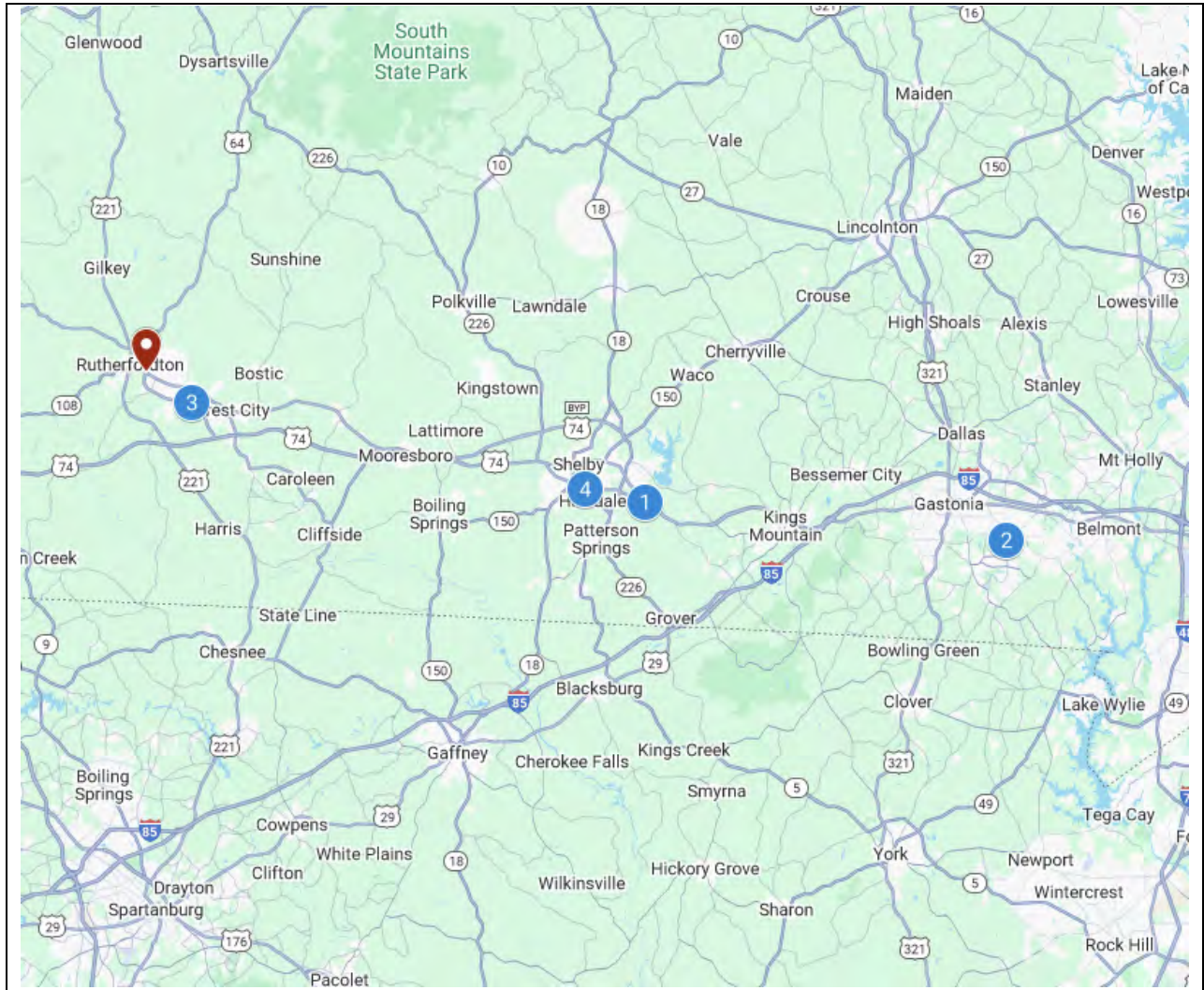
Township: RUTHERFORDTON

Fire District:



Addendum B
Comparable Sales

Comparable Land Sales Map



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
COMPARABLE NO: 1

Date: 3/10/25 **Deed Book:** 1941 **Page:** 1295 **Stamps:** \$450 **County:** Cleveland
Grantor: Opal T. Russ, and Patricia R. Humphries **Grantee:** Juan Gabriel Lopez Osornio
Location: 2206 Hoey Church Rd, Shelby, NC, 28152
Sales Price: \$230,160 **Confirmed by (Name):** Broker (Don Costner, Howard Hanna Allen Tate)
Financing: Cash equivalent
Condition of Sale and Reason Bought/Sold: Arm's Length; purchased for commercial use
Present Use: Vacant **Zoning:** GB
Highest and Best Use: Commercial
Size: 1.290 Acres **Shape:** Irregular **Topography:** Gently Sloping
Existing R/W Area: N/A **Area Cleared/Wooded:** Partially Cleared
Soil Type: Typical **Drainage:** Appears adequate **Available Utilities:** Water only
Access: Average **Frontage:** 315' Hoey Church Rd
Improvements: None of contributing value at the time of sale

Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V & C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$178,419/Acre or \$4.10/SF **Tax ID:** 21870, 48747

Other Pertinent Information: Per broker, old home on property has significant water damage, did not contribute value, and was marketed for commercial redevelopment. Per tax records, the building is 1,032 SF and demolition costs are estimated at \$5/SF; therefore, estimated demolition costs are \$5,160, indicating an effective sales price of \$230,160 (\$225,000 + \$5,160).



Taken by: Ellie Paolantonio; David Keely, MAI
Date Inspected: 11/18/2025

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
COMPARABLE NO: 2

Date: 9/29/23 **Deed Book:** 5437 **Page:** 752 **Stamps:** \$1,650 **County:** Gaston
Grantor: Gaston County Family YMCA, Inc. **Grantee:** Legacy Pointe Gastonia, LLC
Location: 2470 East Hudson Blvd, Gastonia, NC, 28054
Sales Price: \$825,000 **Confirmed by (Name):** Robert Clay, MECA Commercial Real Estate
Financing: Cash equivalent
Condition of Sale and Reason Bought/Sold: Arm's Length; purchased for commercial use
Present Use: Commercial use **Zoning:** C-2 CD
Highest and Best Use: Commercial
Size: 3.336 Acres **Shape:** Triangular **Topography:** Gently Sloping
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: Typical **Drainage:** Appears adequate **Available Utilities:** All available
Access: Good **Frontage:** 545' East Hudson Blvd & 465' Armstrong Park Rd
Improvements: None

Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V & C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$247,302/Acre or \$5.68/SF **Tax ID:** 115541
Other Pertinent Information: Purchased for development of an ExtraSpace Storage facility



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
COMPARABLE NO: 3

Date: 10/12/22 **Deed Book:** 2065 **Page:** 4079 **Stamps:** \$1,050 **County:** Rutherfordton
Grantor: Haywood Equity Group Limited Partnership **Grantee:** RZ Forest City, LLC
Location: 176 Sparks Dr, Forest City, NC, 28139
Sales Price: \$525,000 **Confirmed by (Name):** Broker (Davis Hahn; Ascent RE Partners)
Financing: Cash equivalent
Condition of Sale and Reason Bought/Sold: Arm's Length; purchased for commercial use
Present Use: Commerical use **Zoning:** C3
Highest and Best Use: Commerical
Size: 1.365 Acres **Shape:** Irregular **Topography:** Level
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: Typical **Drainage:** Appears adequate **Available Utilities:** All available
Access: Average **Frontage:** 60' Sparks Dr & 182' College Ave
Improvements: None of contributing value at the time of sale

Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V & C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$384,615/Acre or \$8.83/SF **Tax ID:** 1636136
Other Pertinent Information: Purchased for development of a strip center for Aspen Dental/Chipotle/Jersey Mikes.



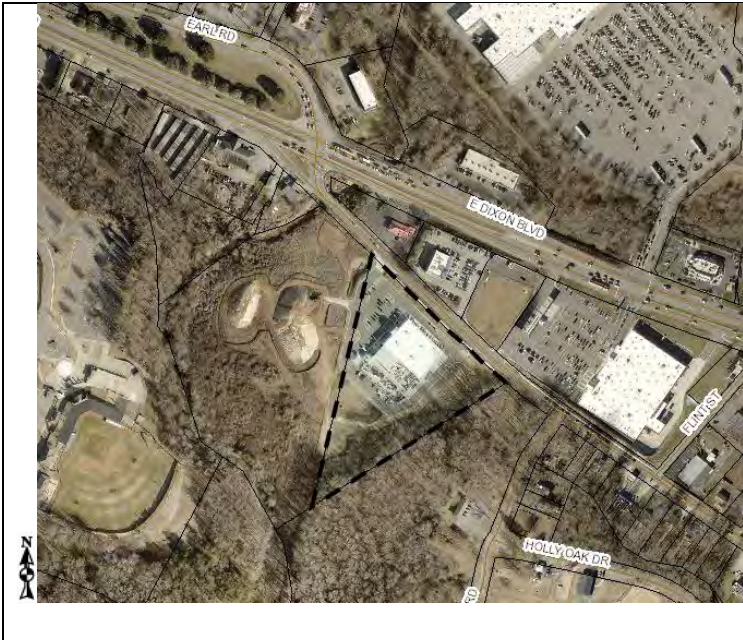
Taken by: Ellie Paolantonio; David Keely, MAI
Date Inspected: 11/18/2025

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
COMPARABLE NO: 4

Date: 2/3/22 **Deed Book:** 1864 **Page:** 775 **Stamps:** \$1,400 **County:** Cleveland
Grantor: The Partnership Alliance Company, LLC **Grantee:** TKC CCCII, LLC
Location: 630 Earl Road, Shelby, NC, 28152
Sales Price: \$700,000 **Confirmed by (Name):** Broker (Will Black; Collett RE)
Financing: Cash equivalent
Condition of Sale and Reason Bought/Sold: Arm's Length; purchased for commercial use
Present Use: Commerical use **Zoning:** GB
Highest and Best Use: Commercial
Size: 6.030 Acres **Shape:** Triangular **Topography:** Gently Sloping to Sloping
Existing R/W Area: N/A **Area Cleared/Wooded:** Cleared
Soil Type: Typical **Drainage:** Appears adequate **Available Utilities:** All available
Access: Average **Frontage:** 890' Earl Rd
Improvements: None of contributing value at the time of sale

Lessor: N/A **Lessee:** N/A
Rentable Area: N/A **Rent:** N/A **V & C:** N/A **Expenses:** N/A **Term:** N/A
Unit Price: \$116,086/Acre or \$2.66/SF **Tax ID:** 65632

Other Pertinent Information: Purchased for development of a Tractor Supply. Per the broker, the southeastern area of the site had unusable, sloping topography due to the presence of a stream, and the sale price was based on an approximate 4.5 acre site with gently sloping topography.



Taken by: Ellie Paolantonio; David Keely, MAI

Date Inspected: 11/18/2025

Addendum C

General Assumptions and Limiting Conditions

Assumptions and Limiting Conditions

The appraisal is limited by the following standard assumptions, except as otherwise noted in the report:

1. No opinion as to the condition of the title is rendered. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it is under responsible ownership and competent management and available for its highest and best use.
2. The legal description of the subject property is assumed to be correct and no responsibility is assumed for legal matters.
3. Information furnished to the appraiser by outside sources is considered to be reliable; however, no responsibility is accepted for the validity or accuracy. The appraiser reserves the right to amend the value conclusion should the accuracy of the information change subsequent to the delivery of this appraisal.
4. All engineering associated with the subject property is assumed to be correct. The sketches and illustrations presented in the report are only included to assist the reader in visualizing the subject property and no responsibility is assumed for the accuracy of the exhibits.
5. The assumption that there are no hidden or unapparent conditions of the property, subsoil or structure that would render it more or less valuable is made. No responsibility is accepted for such conditions or the arranging of engineering studies that may be required to discover them. It is assumed that the site and structures are free and clear of all hazardous materials or any other potential health risks, unless otherwise stated in the appraisal report. Hazardous materials are to include, but are not limited to, asbestos-containing materials, urea-formaldehyde insulation, PCP and toxic waste.
6. Full compliance with all applicable federal, state and local environmental regulations and laws is assumed, unless compliance is stated, defined and considered in the appraisal report.
7. Unless nonconformity has been stated, defined and considered in the appraisal report, it is assumed that the subject of this appraisal is in compliance with all zoning and use regulations.
8. All required licenses, certificates of occupancy, permits, consents or other legislative or administrative authority from any local, state or national government or private entity or organization are assumed to be in place, obtainable and/or renewable for any use which the value estimate was predicated.

9. Unless otherwise noted in the report, it is assumed that there is no encroachment or trespass. It is also assumed that the utilization of the land and improvements is within the property lines of the property described in the appraisal report.
10. No opinion is expressed as to the value of the subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.
11. The physical condition of the improvements is based on a visual inspection. The structures were not inspected for building code violations. It is assumed that the subject property meets all building codes unless stated in the report.
12. Unless otherwise noted in the report, it is assumed that there are no ground stability issues from soil conditions or from on-site and off-site stormwater drainage that would adversely impact the site from being developed to its concluded highest and best use or adequately supporting the existing improvements, if any.

The appraisal is subject to the following limiting conditions, except as otherwise noted in the report:

1. The report contains conclusions and opinions that are the result of the training, experience and judgment of the appraiser in the particular circumstances under which the report was prepared. No representation or warranty is made and none may be assumed or implied as to whether any other appraiser working in the same or different circumstances would agree with the conclusions or opinions in the report.
2. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony or be in attendance in court unless previous arrangements have been made.
3. The right of publication is not carried with the possession of the appraisal, or any copy of the appraisal, in any form.
4. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The bylaws and regulations of the Appraisal Institute govern the disclosure and use of the contents of this report. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.
6. The value conclusions in the appraisal are subject to the prevailing market conditions as of the effective date of this appraisal. No responsibility is assumed for any change in value

that might occur due to changes in market conditions subsequent to the effective date of the appraisal. Further, the dollar amount of any value opinion rendered is based upon the purchasing power of the U. S. Dollar existing on the effected date.

7. The appraiser reserves the right to make such adjustments to the analysis, opinions and conclusions set forth in the report as may be required by the consideration of additional data or more reliable data that may become available.
8. Unless otherwise stated in the report, no consideration has been given in the appraisal as to the value of the property located on the premises considered by the appraiser to be personal property, nor has the appraiser given consideration to the cost of moving or relocating such personal property; only the real property has been considered.
9. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client/property owner is urged to retain an expert in this field, if desired. That is, the subject property is appraised "as clean".
10. The appraiser has not made a specific compliance survey and analysis of the subject parcel to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act ("ADA"). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the subject parcel is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of ADA in estimating the value of the subject.
11. The appraisal report is prepared for the exclusive benefit of the Client and intended users. It may not be used or relied upon by any other party. Any other party who uses or relies upon any information in the report without our written consent do so at their own risk. The appraiser's liability is limited to the fee paid for the appraisal.
12. Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of the general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

Addendum D

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Ellie Paolantonio made a personal inspection of the property that is the subject of this report. David L. Keely, MAI has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, David L. Keely, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Ellie Paolantonio 

Ellie Paolantonio
Certified General Real Estate Appraiser
North Carolina Certificate # A7214
EPaolantonio@CardinalAppraisalGroup.com

David L. Keely 

David L. Keely, MAI
Certified General Real Estate Appraiser
North Carolina Certificate # A7198
DKeely@CardinalAppraisalGroup.com

Addendum E

NCDOT Certificate of Appraiser

North Carolina Department of Transportation - Right of Way Unit Certificate of Appraiser

TIP/Parcel No.: HL-0065 048 WBS Element: 50685.2.1 County: Rutherford

Description: US 221 A (Charlotte Road and W/E Main Street) from West Court Street to SR 2169 (Oakland Road)

Property Owner's Name: Rutherford County Fed Aid Project: 5068501

I HEREBY CERTIFY THAT:

I have , have not , performed ANY appraisal and /OR other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment. If "Have" box is marked, please see Scope of Appraisal Section for details.

I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales/rentals relied upon in making said appraisal. The subject and the comparables relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

I have given the owner or his designated representative the opportunity to accompany me during my inspection of the subject property.

Any decrease or increase in the "Market Value" of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, is disregarded in determining the compensation for the property.

The statements of fact contained in this appraisal report are true and correct, and the reported analyses, opinions and conclusions, subject to the critical assumptions and limiting conditions herein set forth, are my personal, unbiased, professional analyses, opinions and conclusions.

I understand such appraisal may be used in connection with the acquisition of or disposal of right-of-way for a highway to be constructed by the **State of North Carolina**, and that such appraisal has been made in conformity with appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are "Non-Compensable" under established laws of the **State of North Carolina**.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice**. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the **NCDOT Real Estate Appraisal Standards and Legal Principles** and the **Uniform Standards of Professional Appraisal Practice** and shall also comply with all applicable **Local, State, and Federal** laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto.

Neither my employment nor my compensation for making this appraisal is in any way contingent on the values reported herein.

I have no direct or indirect, present or prospective interest in neither the subject property nor any benefit from the acquisition of this property nor any bias with respect to the parties involved.

In addition to the undersigned, those persons duly noted in this report and under my direct supervision and responsibility, in so far as this particular appraisal is concerned, have contributed to the production of this appraisal. The analyses, conclusions or value estimates set forth in this appraisal are those of the undersigned.

I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the **State of North Carolina** or officials of the **Federal Highway Administration** until authorized by State officials to do so, or until I am required to do so by **due process of law**, or until I am released from this obligation by having publicly testified as to such findings or to a duly authorized professional peer review committee.

My independent opinion of the difference in Market Value as of February 25, 2026, is \$25,250 based upon my independent appraisal and the exercise of my professional judgement.

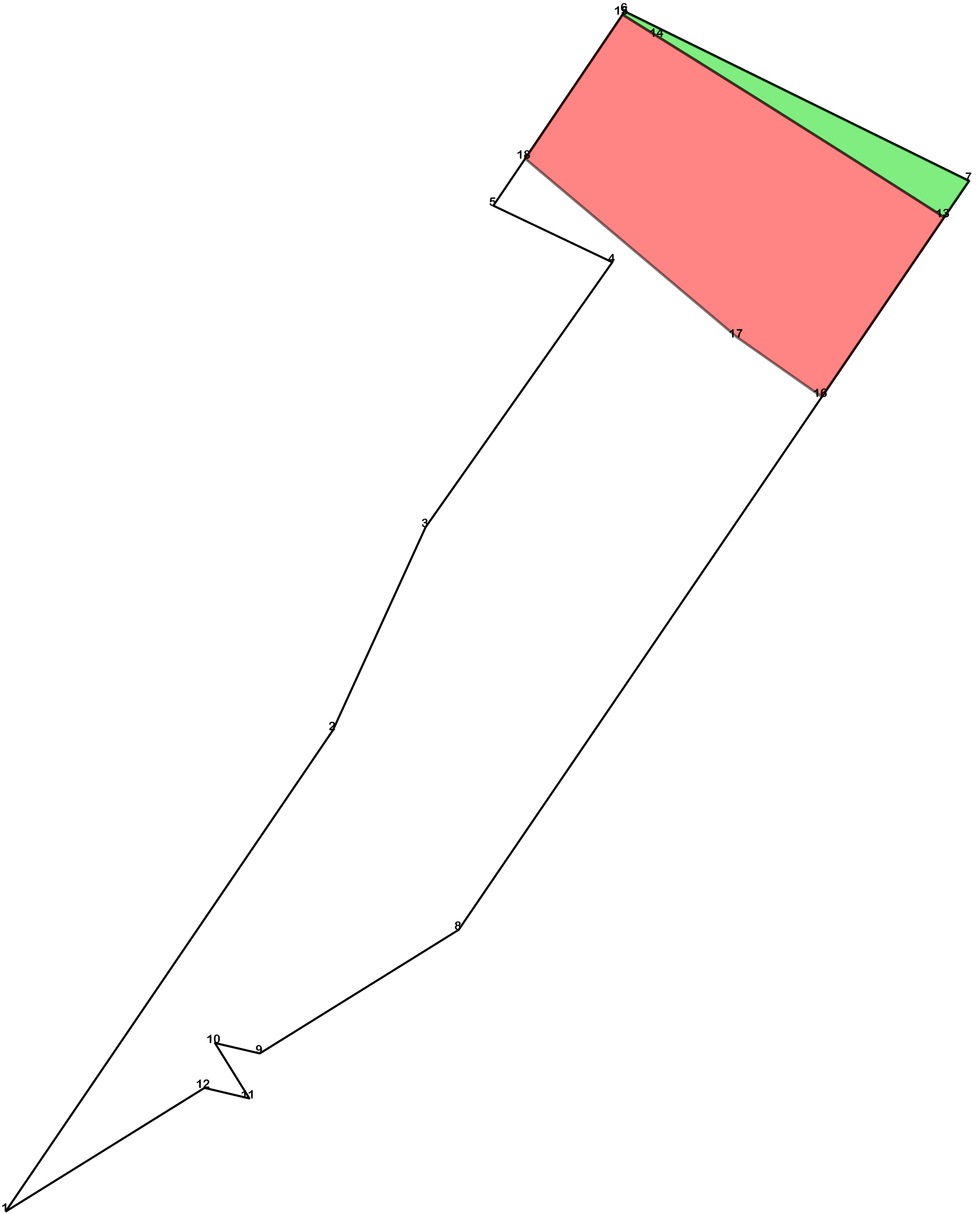
Emi Paolantonio

Specified Appraiser

February 27, 2026

Date of Report





NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
RUTHERFORD COUNTY	
PARCEL # 048	HL0065_RWA.dgn
DB 2067 PG 516	02-05-2026

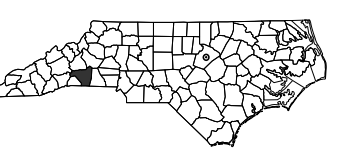
	SQR FT	ACRES		
ROW	316	0.007		
FROM - TO	DISTANCE (FT)	BEARING	RADIUS (FT)	CURVE LENGTH (FT)
R2233B-7 - 13	910.84	S 57°45'05" E		
13 - 14	63.68	N 57°44'56" W	5694.58	63.68
14 - 15	7.88	N 58°04'09" W		
15 - 6	0.71	N 34°04'18" E		
6 - 7	72.23	S 63°48'03" E		
7 - 13	8.28	S 34°15'58" W		

	SQR FT	ACRES		
PUE	2681	0.062		
FROM - TO	DISTANCE (FT)	BEARING	RADIUS (FT)	CURVE LENGTH (FT)
R2233B-7 - 14	847.16	S 57°45'06" E		
14 - 13	63.68	S 57°44'56" E	5694.58	63.68
13 - 16	40.92	S 34°15'58" W		
16 - 17	19.44	N 54°53'25" W		
17 - 18	52.24	N 49°52'25" W		
18 - 15	32.74	N 34°04'18" E		
15 - 14	7.88	S 58°04'09" E		

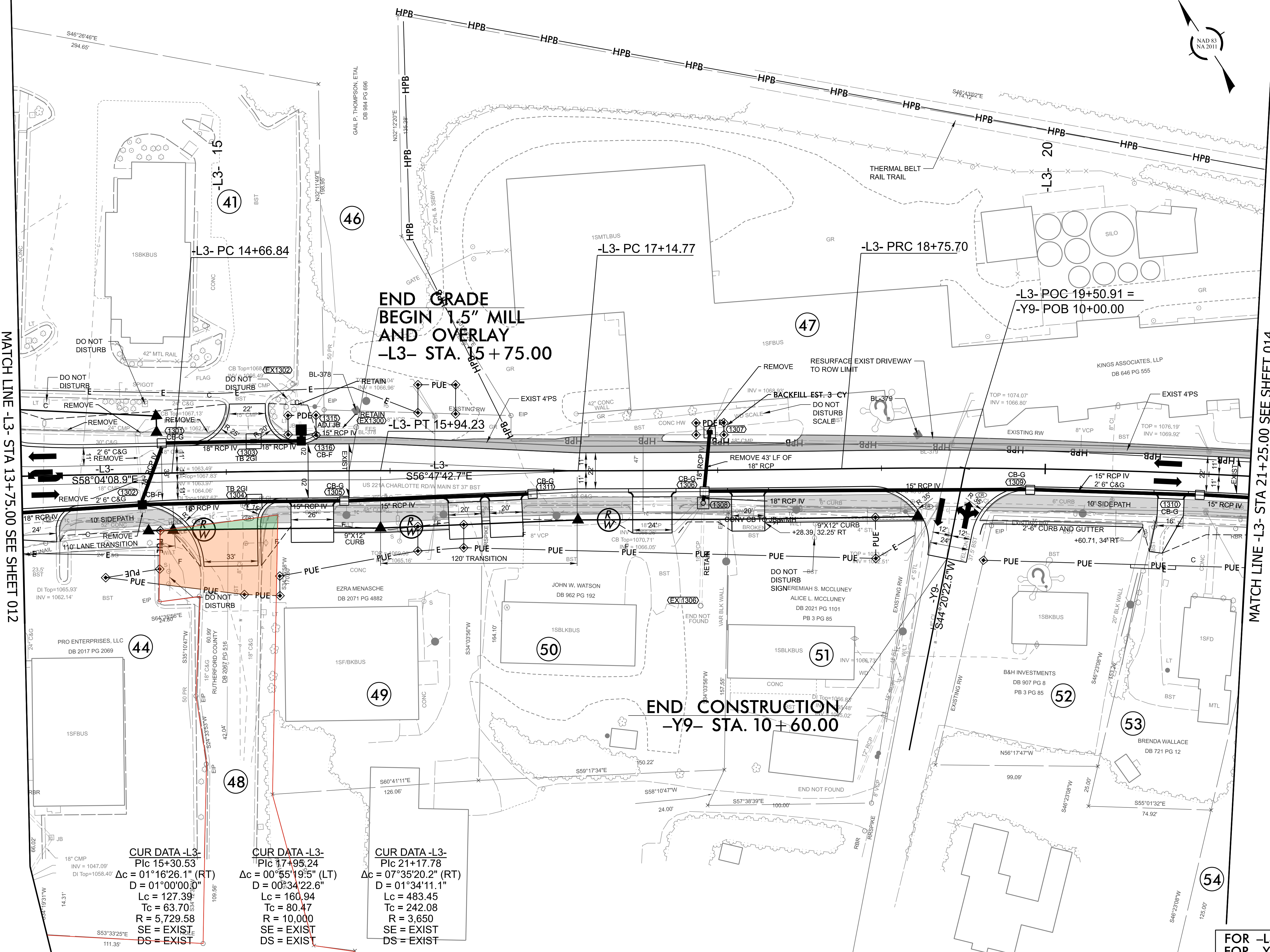
TYPE	COUNT	SQR FEET	ACRES
Parcel	1	10604	0.243
ROW	1	316	0.007
PUE	1	2681	0.062
PDE	0	0	0.000
PCE	0	0	0.000
PE	0	0	0.000
TCE	0	0	0.000
TDE	0	0	0.000
TUE	0	0	0.000
DUE	0	0	0.000
DTE	0	0	0.000
AUE	0	0	0.000
REM	0	0	0.000
SE	0	0	0.000
Other	0	0	0.000

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERROR MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
RUTHERFORD COUNTY	
PARCEL # 048	HL0065_RWA.dgn
DB 2067 PG 516	02-05-2026



REVISIONS
2026-01-09: DO NOT DISTURB NOTE ADDED TO SCALE ON PARCEL 47. DO NOT DISTURB NOTES ADDED TO LIGHT POLES ON PARCEL 41.
RESURFACING OF EXISTING ASPHALT DRIVEWAYS EXTENDED TO RIGHT-OF-WAY LIMITS ON PARCELS 46 AND 47.
2026-01-21: PUE REVISED ON PARCELS 46, 49, 50, 51, 52, AND 53. TCE REVISED ON PARCELS 49, 51, 52, AND 53. PUE ADDED ON PARCEL 44.
TCE REMOVED PARCEL 48. W&S



**END GRADE
BEGIN 1.5" MILL
AND OVERLAY
-L3- STA. 15+75.00**

**END CONSTRUCTION
-Y9- STA. 10+60.00**

**CUR DATA -L3-
P/c 15+30.53**
Δc = 01°16'26.1" (RT)
D = 01°00'00.0"
Lc = 127.39
Tc = 63.70
R = 5,729.58
SE = EXIST
DS = EXIST

**CUR DATA -L3-
P/c 17+95.24**
Δc = 00°55'19.5" (LT)
D = 00°34'22.6"
Lc = 160.94
Tc = 80.47
R = 10,000
SE = EXIST
DS = EXIST

**CUR DATA -L3-
P/c 21+17.78**
Δc = 07°35'20.2" (RT)
D = 01°34'11.1"
Lc = 483.45
Tc = 242.08
R = 3,650
SE = EXIST
DS = EXIST

MATCH LINE -L3- STA 13+75.00 SEE SHEET 012

MATCH LINE -L3- STA 21+25.00 SEE SHEET 014

**FOR -L3- PROFILE, SEE SHEET 27
FOR -Y9- PROFILE, SEE SHEET 32
FOR RIGHT-OF-WAY STATIONS
AND OFFSETS, SEE SHEET 2B-9**



Agenda Summary Sheet

File #: ID 26-4426, **Version:** 1

Meeting Date: April 6, 2026

Lease with Jingoli Power, LLC

Summary:

Notice has been published that the County intends to enter into a lease with Jingoli Power, LLC for 15 acres of the 103.67-acre parcel owned by Rutherford County known as Henson Road Property. (Address 311 Henson Road, Tax Parcel 1610404). The proposed lease has a term of 60 months with the option to renew for an additional term of two years with annual rent payments to be \$27,000 per month for a total annual rent of \$324,000. A resolution (attached) approving the proposed lease (attached) is presented for the Board's consideration.

Budget:

N/A

Contact Information:

Richard Williams
828-288-3318
Richard.williams@rutherfordcountync.gov

Recommended Motion:

Approve resolution.

PUBLIC NOTICE
LEASE OF COUNTY PROPERTY

The Board of Commissioners of Rutherford County intends to enter into a lease of the following property owned by Rutherford County:

15 total acres of that 103.67-acre parcel owned by Rutherford County in Deed Book 845 at Page 550, Rutherford County Registry, address 311 Henson Road, Tax Parcel ID 1610404, and being such 15 acres to be determined on that portion situate on the north side of Henson Road.

The County intends to lease the property to Jingoli Power, LLC, for a term of sixty (60) months; Jingoli Power, LLC, will also have the option to renew the lease for one additional term of two (2) years. In consideration of the lease, Jingoli Power, LLC, will pay the County annual rent of \$324,000 payable \$27,000 per month throughout the term and the optional renewal.

All persons interested in this lease are invited to attend the meeting of the Rutherford County Board of Commissioners to be held at 6:00 P.M. on Monday, April 6, 2026, in the Commissioners' Room of the Rutherford County Administrative Building, 289 North Main St., Rutherfordton, NC. At that time the Board intends to authorize the lease of the property described above.

Resolution Authorizing Lease of County Property

WHEREAS, Rutherford County owns a vacant, unimproved 103.67-acre parcel of land located at 311 Henson Road, Tax Parcel ID 1610404, and owned by the County through deed recorded in Deed Book 845 at Page 550, Rutherford County Registry, which property the Board of Commissioners of Rutherford County finds is currently surplus to the county's needs; and

WHEREAS, Jingoli Power, LLC, a New Jersey limited liability company, desires to lease 15 acres of this tract situate on the north side of Henson Road as shall be specifically agreed by the parties for the use of a warehouse and distribution center for the operation of a motor vehicle fleet and the storage and distribution of equipment, materials and inventory in order to service, repair and improve this area's electric utility infrastructure as a contractor for Duke Energy, its successors and affiliates; and

WHEREAS, Rutherford County and Jingoli Power, LLC, have agreed upon a lease under which Jingoli Power, LLC, will lease the 15-acre portion for the term of sixty months beginning _____, 2026, with the right to renew the lease for one additional term of two years; and

WHEREAS, in consideration of leasing this portion of the County's land, Jingoli Power, LLC, has agreed to pay the County annual rent of \$324,000, payable at \$27,000 per month, with the annual rent remaining at \$324,000, payable at \$27,000 per month, for the additional two-year term at the tenant's option; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes Rutherford County to enter into leases of up to 10 years upon resolution of the Board of Commissioners adopted at a regular meeting after 30 days' public notice; and

WHEREAS, the required notice has been published and the Board of Commissioners is convened in a regular meeting;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF RUTHERFORD COUNTY RESOLVES THAT:

The proposed lease of 15 total acres of parcel owned by Rutherford County referenced above to Jingoli Power, LLC, and its approved assigns, for sixty months, with the lessee holding a right to renew for one additional two-year term, annual rent at the rate of \$324,000 payable at \$27,000 per month throughout the term and the two-year renewal, if applicable, and directs the chairman of the Board of Commissioners, working with the County Attorney and County staff, to negotiate the remaining terms and conditions and execute any instruments necessary to the lease.

ADOPTED this the 6th day of April, 2026.

Approved: _____
Chairman Bryan A. King
Rutherford County Board of Commissioners

ATTEST:

Clerk to the Board

(Seal)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into on April __, 2026 (“Effective Date”), by and between **RUTHERFORD COUNTY**, a North Carolina municipal corporation (“County”), and **JINGOLI POWER, LLC**, a ~~North Carolina~~New Jersey limited liability ~~C~~company (“Lessee”) authorized to transact business in the State of North Carolina. Each of County and Lessee may be referred to in this Lease as a “Party” and collectively as the “Parties.”

WHEREAS, County owns a certain tract of real property containing approximately 103.67 acres on Henson Road in Sulphur Springs Township, Rutherford County, North Carolina, by a deed from Robbins Investments, LLC, recorded in Deed Book 845 at Page 550, Rutherford County Registry; and

WHEREAS, Lessee desires to lease a 15-acre portion of said tract owned by County for a period of less than ten (10) years for the purposes as set forth in this Lease; and

WHEREAS, pursuant to N.C. Gen. Stat. §160A-272, County agrees to enter into a lease of said real property of less than ten (10) years with Lessee, and, after publication of notice of at least 30 days on ~~February~~ March 7, 2026, which said notice included description of the property, annual rent payments and statement of the intent of the Board of Commissioners to enter into such lease, the Board of Commissioners for County at its regular meeting on April 6, 2026, authorized and approved the execution of this Lease Agreement.

NOW THEREFORE, in consideration of the agreements and covenants contained in this Lease and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. LEASED PREMISES.

A. Subject to and upon the terms, provisions and conditions set forth in this Lease, County leases to Lessee, and Lessee leases from County, that certain tract of real property being a portion of the 103.67-acre owned by County by that deed recorded in Deed Book 845 at Page 550, Rutherford County Registry, and having address of 311 Henson Road and Tax Parcel ID 1610404 and being such ~~15 acres on that~~ portion showing as 15.36 acres situate on the north side of Henson Road and northeast side of US Highway 221 South as more particularly described on that certain plat of survey by Donald R. McEntire, Registered Land Surveyor, Donald McEntire Surveying, bearing map number 26-1922 and dated March 10, 2026, and attached hereto as **Exhibit A** (the “Leased Premises”), reference to which is hereby made for a more particular metes and bounds description of the Leased Premises.

B. As part of this Lease, The County hereby also leases to Lessee will have the right of ingress, egress, and access of sixty-feet (60') during the Lease Term from and to the Leased Premises over existing private drive (the “Access Drive”) running from Henson Road (SR 2215), a state-maintained public road, to the Leased Premises as shown and described on the same plat of survey attached hereto as on **Exhibit A**. Lessee agrees that it shall use its best efforts to conduct its activities at the Leased Premises and across the Access Drive under such conditions that such activities shall not interfere with the County’s use of County property for public purposes.

C. County agrees to land lease only and agrees to no repairs to any improvements erected or made on Leased Premises by Lessee, or to repair or replace any equipment located thereon.

2. PERMITTED USE.

A. Lessee shall be solely responsible, at its sole expense, for the management, maintenance and operation of the Leased Premises and shall only use the Leased Premises as a warehouse and distribution center for the operation of fleet of motor vehicles and for the storage and distribution of equipment, materials, and inventory in order to service, repair and improve the area's electric utility infrastructure as a contractor for Duke Energy, its successors and affiliates, and for no other purpose without the advance written consent of the County (Such uses are hereinafter collectively referred to as the "Permitted Use").

B. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Leased Premises nor shall the Leased Premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb any other tenants or the County. Lessee shall be responsible for the removal of all garbage and refuse from the Leased Premises and, until such removal, ensure all garbage and refuse be deposited with care in closed garbage containers or receptacles. Lessee is responsible for the upkeep of the Leased Premises and to keep in a clean and orderly condition. Lessee shall not burn trash on the Leased Premises. No noxious, offensive or unlawful use or activity shall be carried on, in or upon any part of the Leased Premises nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to any other tenants or the County. Lessee shall be responsible for exterminating vermin, roaches and mice within or about the Lessee Improvements or otherwise upon the Leased Premises and Lessee agrees to pay for same and to provide the County written certification of compliance.

3. TERM.

A. The term of this Lease shall commence on the Effective Date and, unless earlier terminated as provided in this Lease, shall expire on the 6th day of April, 2031 ("Lease Term"), unless otherwise terminated pursuant to the terms of this Lease.

B. Provided that the Lessee is not in default of its obligations under this Lease, Lessee shall have the option of extending the Lease Term hereof for an additional period of two (2) years (the Renewal Period), commencing at midnight on the date on which the original Lease Term terminates. Said option shall be exercised, if at all, by written notice to County at least one hundred twenty (120) days prior to the expiration of the then current term. All terms and conditions contained herein shall apply during the Renewal Period.

4. SECURITY DEPOSIT AND RENT.

A. Lessee shall, upon execution of this Lease, deposit with County the sum of Twenty-Seven Thousand Dollars (\$27,000.00) to secure the faithful performance of Lessee's promises and duties contained herein (the "Security Deposit"). County shall not be required to pay any interest to Lessee upon the Security Deposit. County shall deposit the Security Deposit subject to the provisions herein. Upon any termination of the tenancy herein created, including any month to month tenancy created from a holdover, County may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by County as a result of Lessee's nonpayment of Rent or nonfulfillment of the term of this Lease or breach of any other term or condition of this Lease; (2) any damages to the Leased Premises for which Lessee is responsible; (3) any unpaid bills which become a lien against the Leased Premises due to Lessee's occupancy; (4) any costs of re-renting the Leased Premises after a breach of this Lease by Lessee; and (5) any court costs incurred by County in connection with terminating the

tenancy. After having deducted the above amount, County shall refund to Lessee the balance of the Security Deposit along with an itemized statement of any deductions.

B. During the Lease Term, Lessee shall pay to County, without previous demand, setoff or deduction, an annual rent of Three Hundred Twenty-Four Thousand Dollars (\$324,000.00) in lawful money of the United States in equal monthly installments of \$27,000.00 each (the "Rent"), all such Rent installments to be due and payable in advance on the first (1st) day of each calendar month for and during the Lease Term.

B. Rent for any partial month shall be prorated on the basis of a thirty (30) day month. If a monthly payment of Rent becomes overdue for ten (10) days after it becomes due, Lessee agrees to pay, in addition to such payment, a late charge in the amount of three percent (3%) of the agreed payment of Rent. The parties agree that such late charge represents a fair and reasonable estimate of the costs County will incur by reason of such late payment.

C. All payments of Rent shall be paid to County at the address set out in the Notice paragraph below or at such other place as may be designated by County from time to time.

5. UTILITIES.

Lessee shall contract and pay for all utilities used or consumed in the Leased Premises, including any tap-in, connection and metering fees which may be charged by the applicable utility supplier. If Lessee fails to pay such charges when due, then County may pay such charge on behalf of Lessee with any such amount paid by County being repaid by Lessee to County, promptly upon demand. The County is not responsible for any interruptions or curtailment in utility services.

6. IMPROVEMENTS.

A. At any time during the Lease Term, Lessee shall have the right to develop and construct on the Leased Premises, at Lessee's sole expense, any improvements as Lessee shall deem necessary or desirable (collectively, the "Lessee Improvements"), provided, however, that any such Lessee Improvements and Alterations are removed at the expiration of the Lease Term or any extension thereof or upon termination of the Lease. Lessee shall obtain the prior written approval of the County for any Lessee Improvements and Alterations, which approval may not be unreasonably withheld by County. All Lessee Improvements shall be constructed in a good and workmanlike lien-free manner in accordance with applicable laws. Lessee shall have the right to alter, replace, rebuild, improve or otherwise modify (collectively, "Alterations") any Lessee Improvements throughout the Lease Term, which Alterations shall be performed at Lessee's sole expense and in accordance with all applicable laws. County shall reasonably cooperate with Lessee in obtaining such licenses, permits and applications as may be required from time to time in connection with any approved Lessee Improvements or Alterations, or as may otherwise be required or necessary for Lessee. In no event shall Lessee install any storage tanks upon the Leased Premises (whether above or underground) without County's prior written consent.

B. No encumbrances, charges or liens against the Leased Premises or the County shall exist because of any action or inaction by Lessee or its independent contractors. Lessee will discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising due to any Lessee Improvements or Alterations.

D. All Lessee Improvements constructed on the Leased Premises and any Alterations shall at all times remain the sole and exclusive property of Lessee and shall in no event be deemed attached to or fixtures of the real property constituting the Leased Premises.

C. Upon the termination of this Lease for any reason, including the expiration of the Lease Term and any extension thereof, the Lessee shall remove all Lessee Improvements and Alterations, as well as all facilities and equipment, from the Leased Premises and return Leased Premises into its condition prior to the Lease. Any damage to the Leased Premises resulting from Lessee's use or from any of the Lessee Improvements, Alterations or their respective removal from the Leased Premises shall be repaired at Lessee's expense.

7. ACCEPTANCE OF LEASED PREMISES.

Lessee acknowledges that the act of taking possession of the Leased Premises shall constitute acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire Leased Premises and Access Drive and utility installations and that the same were, and are, in good and satisfactory condition.

8. QUIET ENJOYMENT.

The County covenants and warrants to Lessee that the County has full right and lawful authority to enter into this Lease for the Lease Term hereof and that provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed by anyone claiming through the County. The Leased Premises are Leased subject to all easements, restrictions and rights of way legally affecting the Leased Premises.

9. FINANCIAL RESPONSIBILITY.

During the Lease Term, Lessee assumes full responsibility for: (i) managing and operating the Leased Premises, (ii) any legal liability arising out of the transfer or use of the Leased Premises, and (iii) the payment of any and all taxes that may be levied or assessed against the Leased Premises. County shall notify Lessee within ten (10) days of County's receipt of any tax bill relating to the Leased Premises, and County shall forward the tax bill to Lessee within such ten (10) day period. Lessee reserves the right to challenge any tax assessment on the Leased Premises and County agrees to cooperate with Lessee in connection with any such challenge.

10. NO ASSIGNMENT OR SUBLETTING.

This Lease may not be assigned nor the Leased Premises sublet except as set forth herein. Upon providing written notice of thirty (30) days to County, Lessee shall have the right to assign this Lease to Duke Energy, its successors or wholly owned affiliates, provided that such Duke Energy assignee assumes all prospective obligations arising under this Lease from the date of such assignment. Any additional assignments are only with the prior written approval of the County, which consent may be withheld or denied in the sole discretion of the County. The Lessee cannot sell or convey any business or operation located upon the Leased Premises without the consent of the County. Any assignment of this Lease or sublease of the Leased Premises will not release the Lessee from its obligations hereunder.

11. INSURANCE.

A. During the term of this Lease and at any time thereafter in which Lessee is in possession of the Leased Premises, Lessee shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage limits of not less than combined single limit, per occurrence in a minimum amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate for the bodily injury and property damage. Such policy shall insure Lessee's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Lessee's liability nor relieve Lessee of any obligation hereunder. All policies of insurance provided for herein shall include as "additional insureds" County, County's Agent, all mortgages of County and such other individuals or entities as County may from time to time designate upon written notice to Lessee. Lessee shall provide to County, at expiration, certificates of insurance to evidence any renewal or additional insurance procured by Lessee. Lessee shall provide evidence of all insurance required under this Lease to County prior to the Effective Date.

B. County (for itself and its insurer) waives any rights, including rights of subrogation, and Lessee (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to County or Lessee arising from any risk generally covered by the "all risks" insurance required to be carried by County and Lessee. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

C. Except as otherwise provided herein, Lessee indemnifies County for damages proximately caused by the negligence or wrongful conduct of Lessee and Lessee's employees, agents, invitees or contractors. Except as otherwise provided herein, the indemnity provisions herein cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of County and Lessee (as the case may be). The insurance and indemnity obligations herein shall survive the expiration or earlier termination of this Lease.

12. COMPLIANCE.

Lessee, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Leased Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Leased Premises and Lessee's activities thereon; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

13. CONDEMNATION.

A. If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date

of such taking, and County and Lessee shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

B. If more than twenty-five percent (25%) of the Leased Premises is taken, or if by reason of any taking of the Leased Premises, regardless of the amount so taken, the remainder of the Leased Premises is not one undivided space or is rendered unusable for the Permitted Use, either County or Lessee shall have the right to terminate this Lease as of the date the Lessee is required to vacate the portion of the Leased Premises so taken, upon giving notice of such election within thirty (30) days after receipt by Lessee from County of written notice that said portion of the Leased Premises has been or will be so taken. In the event of such termination, both County and Lessee shall be released from any liability or obligation under this Lease arising after the date of termination except as otherwise provided for in this Lease.

C. County and Lessee, immediately after learning of any taking, shall give notice thereof to each other.

D. If this Lease is not terminated on account of a taking as provided herein above, then Lessee shall continue to occupy that portion of the Leased Premises not taken and the parties shall proceed as follows: (i) at Lessee's cost and expense and as soon as reasonably possible, Lessee shall restore (or shall cause to be restored) any Lessee Improvements as Lessee deems necessary and as County shall approve, not to be withheld unreasonably. Lessee waives any statutory rights of termination that may arise because of any partial taking of the Leased Premises.

E. County shall be entitled to the entire condemnation award for any taking of the Leased Premises and/or the Access Drive or any part thereof. Lessee's right to receive any amounts separately awarded to Lessee directly from the condemning authority for the taking of its Lessee Improvements, merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph, provided Lessee's award does not reduce or affect County's award and provided further, Lessee shall have no claim for the loss of its leasehold estate.

14. ENVIRONMENTAL CONDITIONS.

A. County warrants to Lessee that County neither knows of nor has been advised of any legal or administrative proceedings, claims or alleged claims, violations or alleged violations, infractions or alleged infractions, pertaining to the Leased Premises of any existing or issued statutes, laws, rules, ordinances, or orders permits, and regulations of all state, federal, local, and other governmental and regulatory authorities, agencies, and bodies applicable to the Leased Premises, pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or material including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, or the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (all hereafter collectively called "Laws") other than as may have been included reports by MACTEC Engineering and Consulting, Inc., in MACTEC Project 6228-04-2049, including: (1) in Report of Phase I Environmental Site Assessment of Robbins Property dated April 5, 2004, and (2) Wetland Delineation and Section 404/401 Permitting Considerations For 109-Acre Robbins Property dated April 6, 2004 (collectively the "MACTEC Reports"). **Lessee specifically acknowledges both the receipt of the MACTEC Reports and acceptance of their respective contents by the due execution of this Lease.**

B. County herein agrees to indemnify and hold harmless Lessee, its successors and assigns, against and in respect of any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed upon or incurred by Lessee, its successors or assigns, by any other party or parties (including without limitation a governmental entity), arising out of or in connection with any condition at, on or about the Leased Premises existing prior to the commencement of this Lease, including the exposure of any person to any such environmental condition, regardless of whether such environmental condition or exposure resulted from activities of County, or County's previous tenants upon the Leased Property.

C. Lessee shall, through the Lease Term and any extension thereof, fully comply with any and all applicable Environmental Laws (as defined below) pertaining to the use, generation, handling, storage, transportation, or disposal of any Hazardous Materials (as defined below) on or about the Leased Premises, and shall remove all Hazardous Materials from the Leased Premises Lessee has generated, stored or brought onto the Leased Premises in full compliance with all Environmental Laws.

D. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises (as defined below) any such materials or substances except to use in the ordinary course of Lessee's business and then only in strict accordance with the terms hereof and after written notice is given to County of the identity of, and the manner of handling for, such substances and materials. Lessee covenants and agrees that it will do nothing that would cause the Leased Premises to be in violation of any of the Laws. Lessee shall execute affidavits, representations and the like from time to time at County's request concerning Lessee's best knowledge and belief regarding the presence of hazardous substances or materials at, on, or about the Leased Premises.

E. Lessee herein agrees to indemnify and hold harmless County, its successors and assigns, against and in respect of any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed upon or incurred by County, its successors or assigns, by any other party or parties (including without limitation a governmental entity), arising out of or in connection with any condition at, on or about the Leased Premises not existing prior to the commencement of this Lease, and related in any manner to Lessee Improvements and Alterations, including the exposure of any person to any such environmental condition, regardless of whether such environmental condition or exposure resulted from activities of Lessee.

F. For the purpose of applying the covenants herein, the Leased Premises shall also mean, refer to and include the Lessee Improvements, Alterations, and all personal property used in connection with the Leased Premises (including that owned by Lessee) and the soil, ground water and surface water of the Leased Premises.

G. County and its engineers, technicians and consultants (collectively the "Auditors") may, from time to time as County deems appropriate, conduct periodic tests and examinations ("Audits") of the Leased Premises to confirm and monitor compliance with provisions herein. Such Audits shall be conducted in such a manner as to minimize the interference with Lessee's permitted activities on the Leased Premises; however, in all cases, the Audits shall be of such

nature and scope as shall be reasonably required by then existing technology to confirm compliance with the provisions herein. Lessee shall fully cooperate with County and other persons in the conduct of such Audits. The cost of such Audits shall be paid by County unless an Audit shall disclose a material failure of Lessee to comply with the provisions herein, in which case the cost of such Audit, and the cost of all subsequent Audits made during the Lease term and within one hundred (100) days thereafter, shall be paid by Lessee on demand.

H. "Hazardous Materials" means any substance, compound, material, condition, vapor, mixture, chemical, or waste that is now or hereafter (i) defined as a "hazardous waste," "hazardous material," "hazardous substance" "pollutant" or "contaminant" under any provision of any Environmental Laws; (ii) classified as radioactive material or radioactive waste under Environmental Laws; (iii) designated or defined as infectious, biohazardous, or medical waste under Environmental Laws; or (iv) determined by any Governmental Authorities to be toxic, corrosive, a carcinogen, or otherwise potentially injurious to public health, safety, natural resources, wildlife, or property. The term Hazardous Materials shall include without limitation: petroleum and petroleum byproducts or derivatives, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, formaldehyde, lead, lead-based paint, mercury, polyvinyl chlorides, acetone, volatile organic compounds, heavy metals, and styrene.

I. For purposes of this Lease, "Environmental Laws" means every local, state, or federal law, ordinance, regulation, rule, standard, code, statute, judicial or administrative order or decree, permit, license, approval, authorization and similar requirement of any Governmental Authorities relating in any way to any Hazardous Materials, or to the health, safety or protection of humans, wildlife, natural resources, or the environment, including without limitation: the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right to Know Act, and the Occupational Safety and Health Act (OSHA), all as amended.

J. The covenants contained herein shall survive the expiration or termination of this Lease and shall continue for so long as County and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which Lessee has agreed to indemnify County under the terms hereof.

15. SIGNAGE.

The County shall permit the Lessee at Lessee's cost to erect signage upon the Leased Premises so long as the sign complies with all local ordinances and is approved in writing by the County.

16. INSPECTION.

County shall have the right, either itself or through its authorized agents, to enter the Leased Premises at all reasonable times to: examine same; allow inspection by mortgagees; and make such repairs, alterations or changes as the County deems necessary. Notwithstanding anything to the contrary herein, any access given to the County or its employees or authorized agents to enter the Leased Premises shall be subject to Lessee's security rules and regulations and shall be made only upon reasonable prior notice to Lessee

and during regular business hours unless Lessee otherwise consents. Lessee reserves the right to accompany the County at all times during any entry by the County.

17. DEFAULT AND REMEDIES.

- A. If Lessee fails to:
- (1) Pay all or any portion of the Rent or any other sum due when due;
 - (2) Cease all conduct prohibited hereby immediately upon receipt of written notice from County;
 - (3) Take actions in accordance with the provisions of any written notice from County to remedy Lessee's failure to perform any of the terms, covenants and conditions hereof;
 - (4) Conduct business upon the Leased Premises as required;
 - (5) Have any bankruptcy proceedings dismissed within sixty (60) days after filing;
 - (6) Cease committing waste to the Leased Premises upon written notice from County; or
 - (7) Conform with the Lease provisions and is otherwise in breach of Lessee's obligations and shall not have cured within thirty (30) days following written notice from County;
- then Lessee shall be in default.

B. The County may then terminate Lessee's right to possession and without terminating this Lease re-enter and resume possession of the Leased Premises. If County re-enters the Leased Premises or terminates this Lease or Lessee's right to possession of the Leased Premises Lessee shall be obligated to pay all remaining Rent and additional charges. Lessee shall be responsible for all expenses incurred by County in regaining possession and in reletting the Leased Premises, until such time, if any, as County relets same and the Leased Premises are occupied by such successor. County will mitigate Lessee's damages by attempting to relet the Leased Premises. Upon reletting, sums received from such new Lessee shall be applied first to payment of costs incident to reletting and regaining possession; then to any indebtedness to County from Lessee other than for Rent; and any remaining excess shall then be applied to the payment of Rent due and unpaid. The balance, if any, between all amounts to be received and sums received by County on reletting, shall be paid by Lessee to County in full, within ten (10) days of notice of same from County. Lessee shall have no right to any proceeds of reletting that remain following application of the proceeds as above and County shall be entitled to same as a brokerage fee for reletting the Leased Premises.

C. County may exercise any or all remedies in the Lease in addition to any others. County may, upon notice to Lessee, cure any breach by Lessee at Lessee's cost and expense, and Lessee shall reimburse County for such expense upon demand.

D. If County cannot terminate this Lease because of law, then Lessee, as a debtor in possession or on behalf of any trustee for Lessee, shall (i) within the statutory time, assume or reject this Lease, and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by County. In such event, Lessee or any trustee for Lessee may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that Lessee will promptly compensate County for any actual pecuniary loss to County resulting from Lessee's defaults, and (C) it provides adequate assurance of performance during the Lease Term of all of

the terms, covenants and provisions of this Lease to be performed by Lessee. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of fifteen (15) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source of Rent reserved hereunder, (2) that any Rent due hereunder will not decline from the levels anticipated, and (3) the assumption of this Lease will not breach any provision hereunder.

18. SUBORDINATION; ATTORNMENT; ESTOPPEL.

A. This Lease and all of Lessee's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from County or any County mortgagee, Lessee shall confirm such subordination by executing and delivering County and County's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to County and County's mortgagee. Provided, however, as a condition to Lessee's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure of other default proceedings thereunder so long as Lessee shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Lessee acknowledges that any County mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Lessee, without Lessee's consent.

B. If County sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a County mortgagee, upon the request of County or County's successor, Lessee shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Lessee shall, upon the request of County or County's successor, execute an attornment agreement confirming the same, in form and substance acceptable to County or County's successor and County shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Lessee agrees to look solely to the successor in interest of County for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

C. Within ten (10) days after request from County, Lessee shall execute and deliver to County an estoppel certificate (to be prepared by County and delivered to Lessee) with appropriate facts then in existence concerning the status of this Lease and Lessee's occupancy, and with any exceptions thereto noted in writing by Lessee. Lessee's failure to execute and deliver the Estoppel Certificate within said ten (10) days period shall be deemed to make conclusive and binding upon Lessee in favor of County and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

19. ABANDONMENT.

Lessee shall not abandon the Leased Premises at any time during the Lease Term. If Lessee shall abandon the Leased Premises or be dispossessed by process of law, any personal property belonging to Lessee and left on the Leased Premises, at the option of County, shall be deemed abandoned, and available to County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Leased Premises.

20. HOLDOVER.

If Lessee remains in possession of the Leased Premises after expiration of the Lease Term or any extension thereto, Lessee shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the Lease Term, the monthly Rent payable shall for each month, or fraction thereof during which Lessee so remains in possession of the Leased Premises, be equal to Two Hundred Percent (200%) of the monthly Rent otherwise payable.

21. BINDING AGREEMENT.

This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns. Lessee shall have the right to grant its employees, contractors, licensees and invitees the right to enter and use the Leased Premises.

22. NOTICES.

To be effective, any notice or other communication required, permitted, or contemplated by this Lease must be in writing and must be sent by facsimile, email, certified mail (return-receipt requested), overnight delivery service (with proof of delivery), or commercial courier (with proof of delivery) to the following addresses. Any notice given by facsimile or email shall also be delivered by certified mail, overnight delivery service, or commercial courier within two (2) days after the original transmission. Either Party may change its address(es) by giving five (5) days prior notice to the other Party of such change. Notice shall be deemed delivered or received upon the earliest to occur of: (a) receipt of the transmission if sent by facsimile or email; (b) three (3) days after the postmark if sent by certified mail; (c) the next day that is not a Saturday, Sunday, or legal holiday if sent by overnight delivery service, or (d) upon receipt if delivered by commercial courier.

If to County:

Rutherford County
Attn: County Manager
289 N. Main Street
Rutherfordton, NC 28139

If to Lessee:

Jingoli Power, LLC
Attn: _____
100 Lenox Drive, Suite 100
Lawrenceville, NJ 08648

23. MEMORANDUM OF LEASE.

Upon the request of either party, County and Lessee shall execute a Memorandum of Lease in recordable form, setting forth such provisions hereof as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

24. COOPERATION.

County shall reasonably cooperate with Lessee in obtaining such licenses, permits and applications as may be required from time to time in connection with the construction or redevelopment of any Lessee Improvement or Alteration, or as may otherwise be deemed required or necessary, in Lessee's sole discretion, for Lessee's use of the Leased Premises.

25. ENTIRE AGREEMENT.

This Lease represents the entire agreement between the Parties and supersedes all other oral or written agreements between the Parties pertaining to this transaction. The paragraph headings in this Lease are inserted for convenience of reference only and in no way describe, interpret, define or limit the scope or content of this Lease or any of its provisions. This Lease may be amended only by a written instrument signed by County and Lessee. Notwithstanding anything to the contrary in this Lease, this Lease is, and shall remain subject to, the Decision.

26. NO WAIVER.

Neither the failure of either Party to exercise any power given such Party under this Lease nor to insist on strict compliance with its obligations under this Lease, nor any custom or practice of the Parties at variance with the terms of this Lease, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Lease.

27. TIME.

Time is of the essence in this Lease.

28. APPLICABLE LAW.

This Lease shall be governed and construed under the internal laws (and not the laws regarding conflicts of laws) of the State of North Carolina. All disputes arising in connection with this Agreement shall be brought exclusively in the State Courts of North Carolina in, or the United States Federal Courts having jurisdiction for, Rutherford County, North Carolina.

29. COUNTERPARTS.

This Lease may be signed in two or more counterparts, each of which shall be deemed as an original.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed under seal as of the day and year first written above.

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Bryan A. King, Chairman
Board of County Commissioners

ATTEST:

Hazel S. Haynes, Clerk
Board of County Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

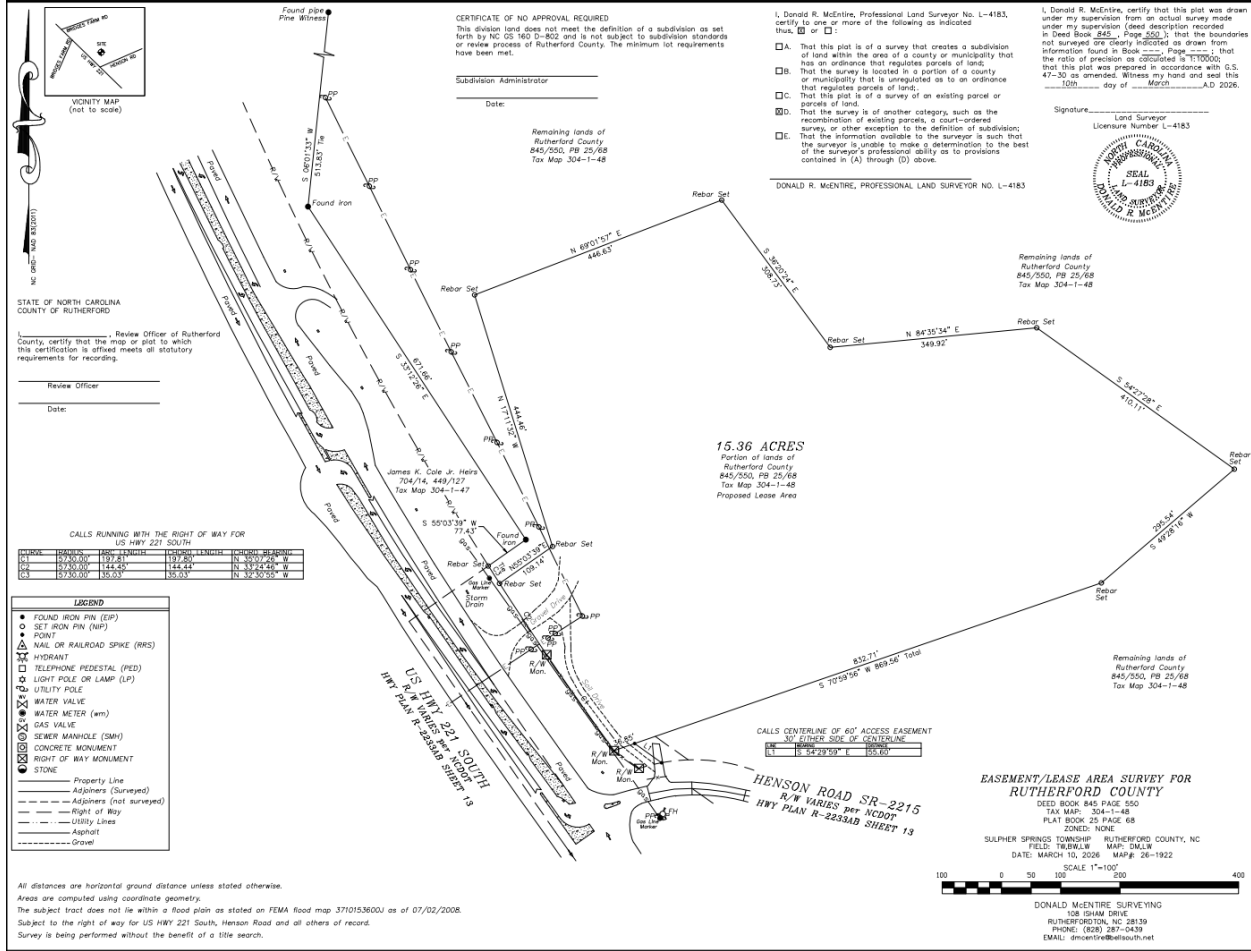
Paula Roach
County Finance Officer

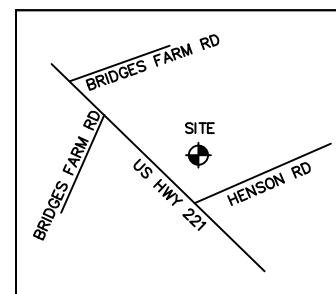
JINGOLI POWER, LLC

By: _____ (SEAL)
Print Name: _____
Title: _____

EXHIBIT A

Legal Description





VICINITY MAP
(not to scale)

NC GRID - NAD 83(2011)

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, _____, Review Officer of Rutherford County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date:

CERTIFICATE OF NO APPROVAL REQUIRED

This division land does not meet the definition of a subdivision as set forth by NC GS 160 D-802 and is not subject to subdivision standards or review process of Rutherford County. The minimum lot requirements have been met.

Subdivision Administrator

Date:

Remaining lands of
Rutherford County
845/550, PB 25/68
Tax Map 304-1-48

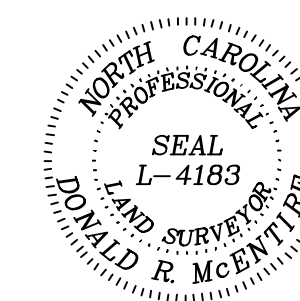
I, Donald R. McEntire, Professional Land Surveyor No. L-4183, certify to one or more of the following as indicated thus, or :

- A. That this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land;
- B. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- C. That this plat is of a survey of an existing parcel or parcels of land.
- D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision;
- E. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (A) through (D) above.

DONALD R. McENTIRE, PROFESSIONAL LAND SURVEYOR NO. L-4183

I, Donald R. McEntire, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book 845, L-4183); that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this _____ 10th day of _____ March _____ A.D. 2026.

Signature _____
Land Surveyor
Licensure Number L-4183



Remaining lands of
Rutherford County
845/550, PB 25/68
Tax Map 304-1-48

15.36 ACRES
Portion of lands of
Rutherford County
845/550, PB 25/68
Tax Map 304-1-48
Proposed Lease Area

CALLS RUNNING WITH THE RIGHT OF WAY FOR
US HWY 221 SOUTH

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	5730.00'	197.81'	197.80'	N 35°07'26" W
C2	5730.00'	144.45'	144.44'	N 33°24'46" W
C3	5730.00'	35.03'	35.03'	N 32°30'55" W

LEGEND	
●	FOUND IRON PIN (EIP)
○	SET IRON PIN (NIP)
•	POINT
▲	NAIL OR RAILROAD SPIKE (RRS)
⊕	HYDRANT
□	TELEPHONE PEDESTAL (PED)
☆	LIGHT POLE OR LAMP (LP)
⊙	UTILITY POLE
⊗	WATER VALVE
⊙	WATER METER (wm)
⊗	GAS VALVE
⊙	SEWER MANHOLE (SMH)
⊕	CONCRETE MONUMENT
⊗	RIGHT OF WAY MONUMENT
●	STONE
—	Property Line
—	Adjoiners (Surveyed)
—	Adjoiners (not surveyed)
—	Right of Way
—	Utility Lines
—	Asphalt
—	Gravel

All distances are horizontal ground distance unless stated otherwise.

Areas are computed using coordinate geometry.

The subject tract does not lie within a flood plain as stated on FEMA flood map 3710153600J as of 07/02/2008.

Subject to the right of way for US HWY 221 South, Henson Road and all others of record.

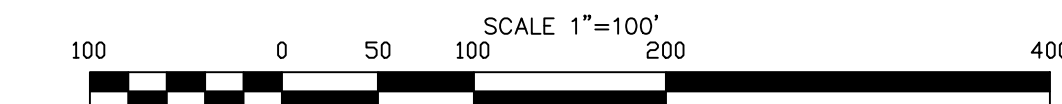
Survey is being performed without the benefit of a title search.

US HWY 221 SOUTH
R/W VARIES per NCDOT
HWY PLAN R-2233AB SHEET 13

HENSON ROAD SR-2215
R/W VARIES per NCDOT
HWY PLAN R-2233AB SHEET 13

CALLS CENTERLINE OF 60' ACCESS EASEMENT
30' EITHER SIDE OF CENTERLINE

LINE	BEARING	DISTANCE
L1	S 54°29'59" E	55.60'



EASEMENT/LEASE AREA SURVEY FOR
RUTHERFORD COUNTY

DEED BOOK 845 PAGE 550
TAX MAP: 304-1-48
PLAT BOOK 25 PAGE 68
ZONED: NONE
SULPHER SPRINGS TOWNSHIP RUTHERFORD COUNTY, NC
FIELD: TW,BW,LW MAP: DM,LW
DATE: MARCH 10, 2026 MAP#: 26-1922

DONALD McENTIRE SURVEYING
108 ISHAM DRIVE
RUTHERFORDTON, NC 28139
PHONE: (828) 287-0439
EMAIL: dmcentire@bellsouth.net



Agenda Summary Sheet

File #: ID 26-4433, **Version:** 1

Meeting Date: April 6, 2026

Tourism Development Authority Report

Summary:

Tourism Development Authority Director Don Cason will provide the quarterly update on the TDA.

Budget:

N/A

Contact Information:

Don Cason, Director
don.cason@rutherfordcountync.gov
287-6121

Recommended Motion:

Information only.

Rutherford County Tourism

April 6th, 2026

- Financial Summary
- Committee Summary
- Rutherford Bound Update - 'Back to Beautiful' campaign

TDA Board Members

Executive Committee

Board Chair: Willard Whitson

1st Vice: Dave Long

2nd Vice: Margaret Annunziata

Treasurer: Spence Romine

Other Members

Dana Bradley (Secretary)

Amy Bridges

Richard Lundy

Debbie Stanfield

Scott Martin

Emily Walker

Jessica Davis

Ex-Officio

Paula Roach

25-26 Financials

Rutherford County Tourism Rolling Financial Forecast					
2025-2026 RFF					
	24-25 Actuals	25-26 Budget	25-26 RFF	Variance	Comments - Variance From Prior Year
Total Revenue:	\$ 2,641,815.71	\$ 1,983,000.00	\$ 1,997,985.27	\$ 14,985.27	
Total Wages and Benefits:	\$ 365,244.11	\$ 333,142.00	\$ 340,806.36	\$ 7,664.36	
Total Marketing and Advertising:	\$ 734,947.20	\$ 800,000.00	\$ 766,443.14	\$ (33,556.86)	Marketing committee to monitor marketing plan
Total Rent and Utilities:	\$ 13,238.71	\$ 15,462.00	\$ 13,765.87	\$ (1,696.13)	
Total Office Expense:	\$ 25,874.62	\$ 33,800.00	\$ 30,922.33	\$ (2,877.67)	
Total Repairs and Maint. :	\$ 3,003.80	\$ -	\$ -	\$ -	W/C remains closed due to Helene
Total Travel	\$ 14,195.36	\$ 24,550.00	\$ 19,077.17	\$ (5,472.83)	Travel and meetings ramping back up post Helene
Total Prof/Ins Fees:	\$ 108,932.25	\$ 107,071.00	\$ 107,826.00	755.00	
Total Project / Programs:	\$ 2,765,608.43	\$ 3,346,935.00	\$ 3,346,936.35	\$ 1.35	
Total Expenses	\$ 4,031,044.48	\$ 4,660,960.00	\$ 4,625,777.22	\$ (35,182.78)	
Total Cash Flow (Revenue over Expenses)	\$ (1,389,228.77)	\$ (2,677,960.00)	\$ (2,627,791.95)	\$ 50,168.05	
Cash Fund Balance	\$ 3,775,136.60	\$ 1,097,176.60	\$ 1,147,344.65	\$ 50,168.05	

Marketing and Advertising Breakdown

	24-25 Actuals	25-26 Budget
<u>Marketing and Advertising: 370-00</u>		
Advertising/Marketing	\$ 402,691.98	\$ 432,850.00
Fam. Tours/Media Tours	\$ -	\$ 5,000.00
Website	\$ 63,536.50	\$ 62,856.00
Graphic Designer	\$ 18,018.75	\$ 20,000.00
Marketing & PR Communications	\$ 123,500.00	\$ 119,000.00
Year of the Trail/Requests	\$ -	\$ -
Photography	\$ 38,325.00	\$ 30,000.00
Digital/Social Media/Ad Words	\$ 48,688.00	\$ 50,000.00
Printing Cost / Vacation Guide	\$ 34,895.65	\$ 50,000.00
Other Marketing Costs	\$ 5,288.92	\$ 30,294.00
Total Marketing and Advertising:	\$ 734,944.80	\$ 800,000.00



Project and Program Breakdown

Project / Programs	24-25 Actuals	25-26 Budget
Wayfinding Sign Maint. 510-03	\$ (1,853.00)	\$ -
CIVITAS/Projects 299-01	\$ -	\$ -
Strategic Plan 191-00	\$ 474,732.96	\$ 350,000.00
Strategic Plan Imp. / Funding 191-01	\$ 1,925,206.26	\$ 240,000.00
Strategic Plan-Paddle Trails 510-04	\$ 319,198.27	\$ -
Strategic Plan-Legacy Park	\$ -	\$ 300,000.00
Future Projects	\$ 174,252.14	\$ -
Community Programs 299-11	\$ 46,090.00	\$ 45,000.00
Promotional Events/Group Sales 299-11	\$ -	\$ -
Retire NC/Relocate Rutherford 299-11	\$ -	\$ -
Agritourism 299-11	\$ 54,410.00	\$ 52,000.00
Keep Ru. Co. Beautiful 299-02	\$ 21,773.58	\$ 42,000.00
Total Project / Programs:	\$ 3,013,810.21	\$ 1,029,000.00



Agritourism



- TDA marketing agritourism product and farmer's markets.
- TDA to support county farmer's markets.
- Rutherford County portion of VisitNC Farm App.
- TDA is in partnership with People 1st Tourism to grow agritourism opportunities in Rutherford County.
 - P1T works with farmers to create events to promote agritourism.
 - 3-5 events each month.
 - Many events are selling out.



Keep Rutherford County Beautiful

- Fall 2025 Litter Bowl
 - 6 Schools
 - 241 Volunteers
 - 2,415 lbs collected
 - REACH was winner
- Paid Litter Pick-Up
 - 63.5 miles
 - 296 bags collected



Rutherford Trails Collaborative

- Rutherford County
- Carolina Climbers Coalition
- Chimney Rock State Park
- Rutherford County TDA
- Town of Lake Lure
- RHI Legacy
- Foothills Conservancy
- Conserving Carolina
- Rutherford Outdoor Coalition



America 250



Current Events

- Town of Rutherfordton Over Mountain Victory Man Statue (America 250 grant). Unveiling 4th of July.
- 4th of July weekend fireworks
- 4th of July weekend American Jet Ski Association
- Rutherford County Schools essay contest



Film Committee



- Committee established
- Scope of work being presented to TDA board as part of the 26-27 budget to include:
 - Website
 - Assets
 - Management
 - Plan



Community Programs

- TDA continues to support marketing all community festivals and event
- Events sponsored in 2025-2026 Fiscal Year:
 - The Rumble
 - Bill's Creek Community Center Music Day
 - Jet Ski Tournament
 - Cherry Bounce Festival
 - Hot Nights Cool Rides
 - Forest City Owls
 - Food, Art, and Brew
 - Hometown Holidays



OVERVIEW OF CURRENT MARKETING EFFORTS

TRADITIONAL MEDIA

Our State Magazine (print & digital)

Blue Ridge Outdoor Magazine

Blue Ridge Country Magazine

Visit NC Travel Guide

Visit NC Guides

- Cycling Guide
- Birding Guide

DIGITAL MARKETING

Pay Per Click

Digital TV- Hulu, Roku, Etc.

- Atlanta, GA

YouTube PreRoll

Programmatic Advertising

Native Advertising

SOCIAL MEDIA ADVERTISING

Boosted Posts

A/B Creative Testing

Static Ads

GIF Ads

Video Ads

ROMANTIC ASHVILLE PARTNERSHIP

Featured Listings

Social Media Posts

Organic Content

Email Mentions



America 250



Current Events

- Town of Rutherfordton Over Mountain Victory Man Statue (America 250 grant). Unveiling 4th of July.
- 4th of July weekend fireworks
- 4th of July weekend American Jet Ski Association
- Rutherford County Schools essay contest
- More to come..



Rutherford County Commissioners

April 6, 2026

Don Cason, Executive Director
Rutherford County TDA





the agency

ANGLE



C. TEDDY

CONSULTING, LLC

Engaging Organizations in Strategic Philanthropy





11 PLANNED

Community projects



14 COMPLETED

Funded & Built

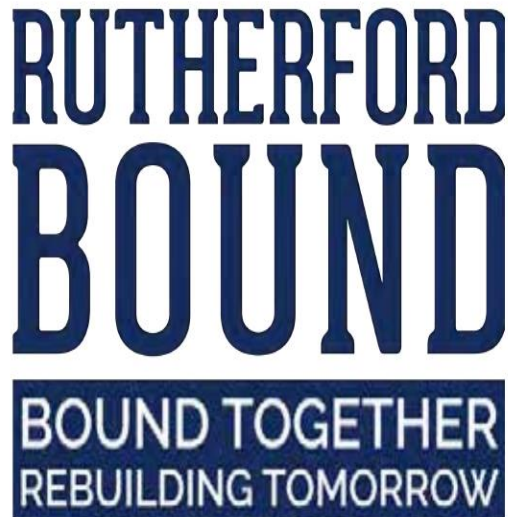


\$30 MILLION

Raised for projects

Funding Summary: March 2026

PROJECT FUNDING TOTAL			\$	30,095,323
	G	GRANTS	\$	16,553,810
	L	LOCAL GOVERNMENT	\$	5,648,941
	T	RUTHERFORD COUNTY TDA	\$	6,795,000
	O	OTHER PRIVATE AND MISC. DONATIONS	\$	1,097,572



RUTHERFORD BOUND **\$30,095,323**

RHI Legacy Soccer Park **\$17,400,000**

\$47,495,323

RUTHERFORD BOUND -- COMPLETED PROJECTS

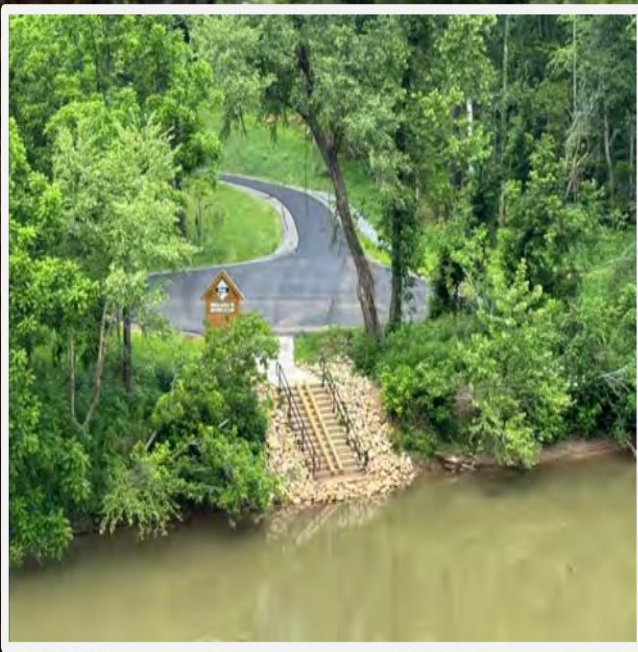
1. Chimney Rock Village: Phase I Streetscape
2. Chimney Rock Village: Boulders Trailhead
3. Lake Lure: Boat Slips and Boardwalk
4. Lake Lure: Town Center Walkway
5. Lake Lure: Buffalo Creek Park Trailhead
6. Lake Lure: Morse Park Gazebo & Overlook
7. Broad River Paddle Trail Accesses (2)
8. Rutherfordton: Kiwanis Park
9. Rutherfordton Norris Park
10. Forest City: Highway 74 Bridge Enhancements
11. Spindale: Phase I Streetscape
12. Spindale: North Slope Skate Park
13. Thermal Belt Rail Trail Enhancements: Public Art
14. Legacy Soccer Park



RUTHERFORD BOUND -- CURRENT PROJECTS

1. Chimney Rock Village: Streetscape
2. Lake Lure: Morse Park Improvements
3. Rutherfordton: 2nd and Main Streetscape
4. The Factory!
5. Forest City: Park Square Depot (Farmers Market)
6. Ellenboro: Colfax Cotton Gin Park
7. Ellenboro: Railroad Depot Museum
8. Symphony of Rutherford County: Future Home & Event Space
9. Thermal Belt Rail Trail Enhancements
10. Purple Martin Greenway Enhancements
11. Rutherford County Trails Collaborative: Various Projects





BROAD RIVER PADDLE TRAIL

BOATING ACCESS AREAS

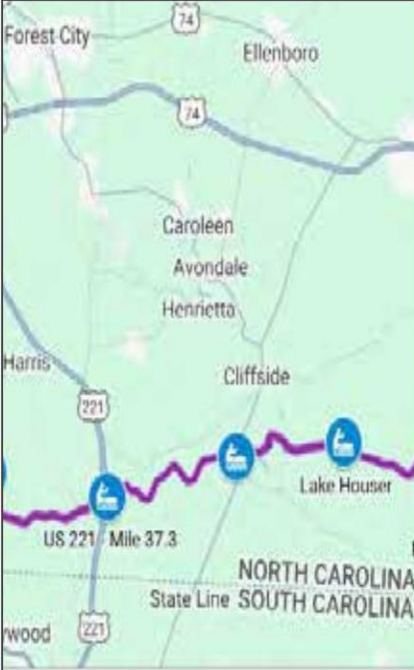
Total Funding: **\$718,750**

(100% grant-funded)

Current Status: **Complete**

Next Steps: **Operation & Maintenance**

Ribbon-Cutting: **July 11, 2025**



HWY. 221-A RIVER ACCESS



HWY. 221 RIVER ACCESS





NORTH SLOPE SKATE & RIDE



Cost Estimate: \$2,710,000
Current Status: Complete
Ribbon-Cutting: October 30, 2025





NORRIS PARK



Cost Estimate: ***\$1,850,000***

Current Status: ***Complete***

Ribbon Cutting: ***March 7, 2026***

NORRIS PARKS PARTNERS



THE FACTORY!



Cost Estimate: \$4,400,000

Current Funding: \$4,200,000

Funding Gap (Δ): **\$200,000**

Current Status: Construction

Next Steps: Continue Fundraising

FOREST CITY: PARK SQUARE DEPOT



Cost Estimate: \$2,400,000

Current Funding: \$2,400,000

Current Status: Construction

Next Steps: Ribbon-Cutting

ELLENBORO: COLFAX COTTON GIN PARK



Cost Estimate: \$1,400,000

Current Funding: \$1,400,000

Current Status: Construction

Next Steps: Ribbon-Cutting



CHIMNEY ROCK: STREETSCAPE



Cost Estimate: **\$5,500,000**

Current Funding: **\$5,500,000**

Current Status: **Storm Recovery**

Next Steps: **Construction**

LAKE LURE: MORSE PARK



Cost Estimate: **TBD**

Current Funding: **\$1,210,000**

Current Status: **Storm Recovery**

Next Steps: **Construction**





LEGACY SOCCER PARK

PROJECT PARTNERS

RHI Legacy Foundation

Town of Forest City

Rutherford County

Rutherford Co. Soccer Association

Rutherford County TDA

PROJECT FUNDING

RHI Legacy Foundation: \$13.5 Million

NC State Appropriation: \$2.5 Million

Rutherford County Tourism Development Authority: \$1,400,000

TOTAL: \$17,400,000

CURRENT STATUS

Construction Complete

Grand Opening - March 20, 2026

DESTINATION
 BY DESIGN





PROJECT PARTNERS



Rutherford Trails

THERMAL BELT RAIL TRAIL & PURPLE MARTIN GREENWAY

CURRENT STATUS: DESIGN & IMPLEMENT TRAIL ENHANCEMENTS

NEXT STEPS:

- *Implement TBRT Enhancement Projects (Public Art, Signage, Crossbuck Fencing, Commercial Connectivity)*
- *PMG Land Acquisition & Extensions / Connectors*



Rutherford Trails Collaborative

- Rutherford County
- Carolina Climbers Coalition
- Chimney Rock State Park
- Rutherford County TDA
- Town of Lake Lure
- RHI Legacy
- Foothills Conservancy
- Conserving Carolina
- Rutherford Outdoor Coalition



RB Communications Update

BOUND TOGETHER BUILDING TOMORROW

Find a Project



ALL PROJECTS

Rebuild & Restore **Chimney Rock** and **Lake Lure** [Learn More](#)



Broad River Paddle Trail Accesses: Ribbon-Cutting

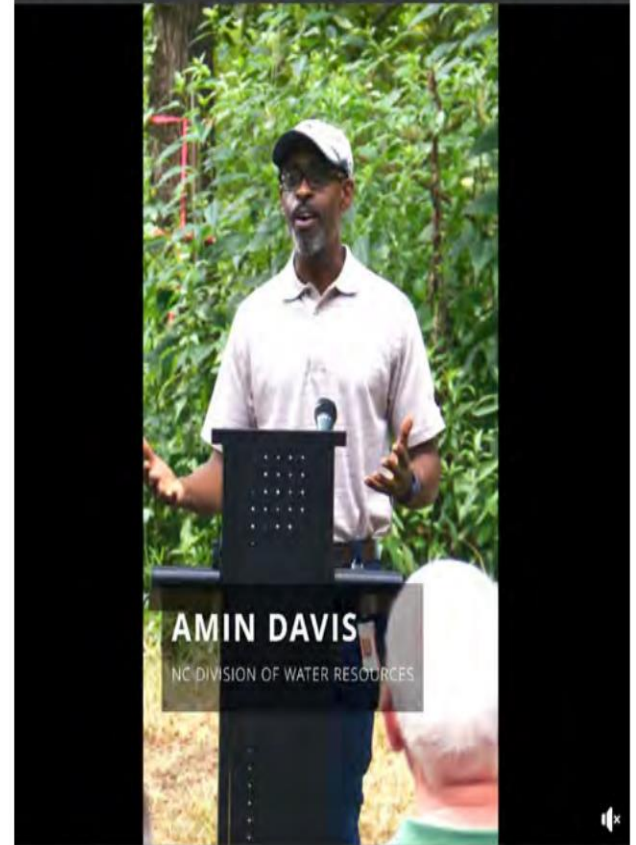


Broad River Access Opens: A New Chapter for Recreation in Rutherford County



Rutherford Bound
September 22, 2025

The Broad River has always been special. Now it's easier than ever to enjoy it with the completion of two new boating accesses as part of the expanding Broad River Padd... See more



AMIN DAVIS
NC DIVISION OF WATER RESOURCES

RUTHERFORDBOUND.COM
Broad River Paddle Trail [Learn more](#)

Eric Woolridge, Erin Welsh and 159 others 7 comments 24 shares



JERRY STENSLAND
EXECUTIVE DIRECTOR, RUTHERFORD OUTDOOR COALITION

Cotton Gin Park: Groundbreaking



Coming to Ellenboro: Colfax Cotton Gin Park



Rutherford Bound
November 26, 2025

Ellenboro's Colfax Cotton Gin Park is officially underway.
... See more

A collage of five photographs from the groundbreaking ceremony. The top-left photo shows a woman in a black jacket speaking at a podium with a sign that says "COLFAX COTTON GIN PARK". The top-right photo shows a close-up of a person's hands holding a small object. The middle-left photo shows a group of people sitting at tables outdoors. The middle-right photo shows three people standing together, one holding a shovel. The bottom-right photo shows a person standing next to a large concrete pillar with the number "+5" on it.

You, Eric Woolridge, Erin Welsh and 179 others
12 comments 34 shares

Like Comment Share

View more comments

Mary Jaeger-Gale
This project is very exciting for Rutherford County! Congratulations!
16w Like Reply

North Slope Skate & Ride: Event + Promotion



Album North Slope Skate + Ride Ribbon Cutting Celebration

Rutherford Board added 59 new photos.
November 13, 2025

What an incredible day in Spindale! ... See more

+55

You, Eric Woolidge, Erin Walsh and 104 others
5 comments · 16 shares

Like Comment Share

View more comments

Sarah Jn
We love it!



The town of Spindale proudly celebrates the official ribbon-cutting of North Slope Skate & Ride park as a destination where skaters, bikers, families and community come together.



The celebration included the ribbon-cutting, riding demos, giveaways, plus a great turnout from residents and supporters as we opened this exciting new chapter for the Town of Spindale.



Norris Park: Event + Promotion

Album Norris Park Grand Opening Celebration

Rutherford Bound added 85 new photos.
March 10 at 8:10 PM

What a day at Norris Park. ... See more

Eric Woolidge and 56 others
4 comments · 4 shares

Like Comment Share

View more comments

Grumpy's Bike Shop, LLC
What an awesome day! Thankful to be a part of it!

Like Reply



Norris Park officially opened to the community on Saturday, March 7, 2026, with a Grand Opening Celebration in Rutherfordton.

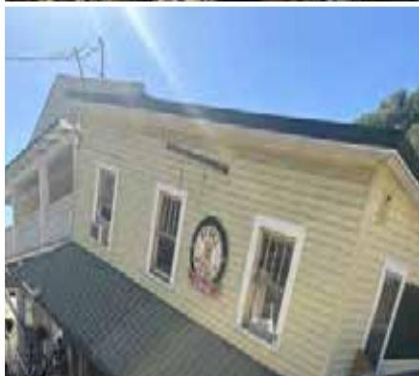
Residents, partners, and local leaders gathered to mark the moment—spending the morning exploring the park, trying out the new disc golf course, and taking in the site's history and natural setting. The project reflects a continued investment in outdoor spaces that bring people together and create new opportunities to get outside and play. Residents, partners, and local leaders gathered to mark the moment—spending the morning exploring the park, trying out the new disc golf course, and taking in the site's history and natural setting. The project reflects a continued investment in outdoor spaces that bring people together and create new opportunities to get outside and play.



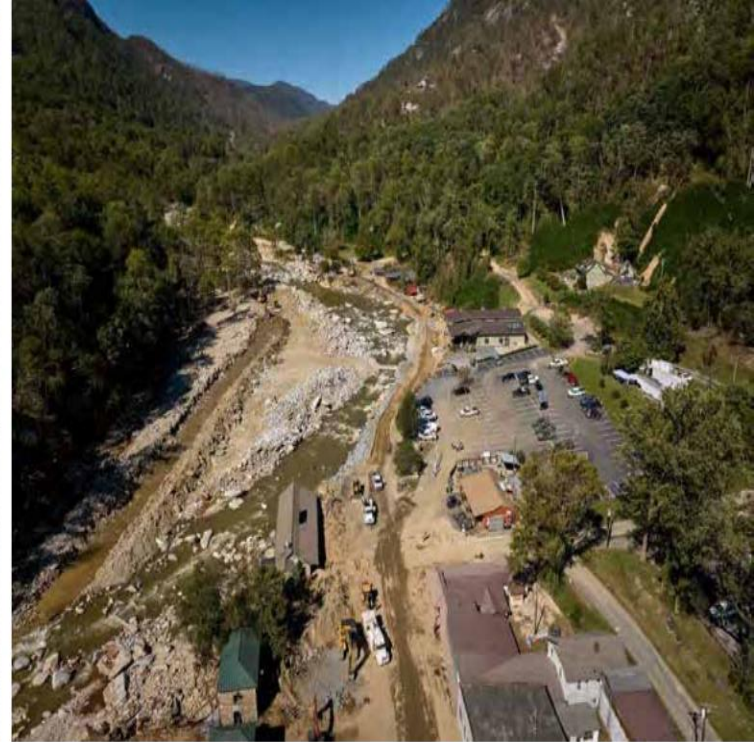
Legacy Soccer Park: Grand Opening







RAISE the ROCK
CHIMNEY ROCK RECOVERY ACTION PLAN





LEGEND

- Existing Buildings
- Proposed Buildings
- Proposed Restrooms



PROJECT AREAS

<p>Public Capital Improvement Projects</p> <ul style="list-style-type: none"> 1 Rocky Broad River Restoration 2 Rocky Broad Riverwalk 3 Village Streetscape 4 Village Square 5 Riverwalk Plaza & Recreation Area 6 Historic State Park Plaza & Overlook 7 Hickory Nut Gorge State Trail Connector 	<p>Village-Owned Commercial Infill</p> <ul style="list-style-type: none"> 1 East Village Infill 2 West Village Infill 	<p>Privately-Owned Commercial Infill</p> <ul style="list-style-type: none"> 1 Riverside West 2 Main St West 3 Main St East 4 Terrace Drive 5 Village Square Infill 6 Alternate Infill Design
---	--	---

EMERGING PRIORITIES: The BIG 3

1 RIVER RESTORATION & RIVERWALK PRELIMINARY ENGINEERING (ESMERALDA TO CHIMNEY ROCK RIVER PARK)



2 COMMERCIAL INFILL EAST IMPLEMENTATION



3 VILLAGE STREETScape



ROCKY BROAD RIVER RESTORATION - EAST

DESTINATION BY DESIGN



RAISE the *ROCK*
CHIMNEY ROCK RECOVERY ACTION PLAN



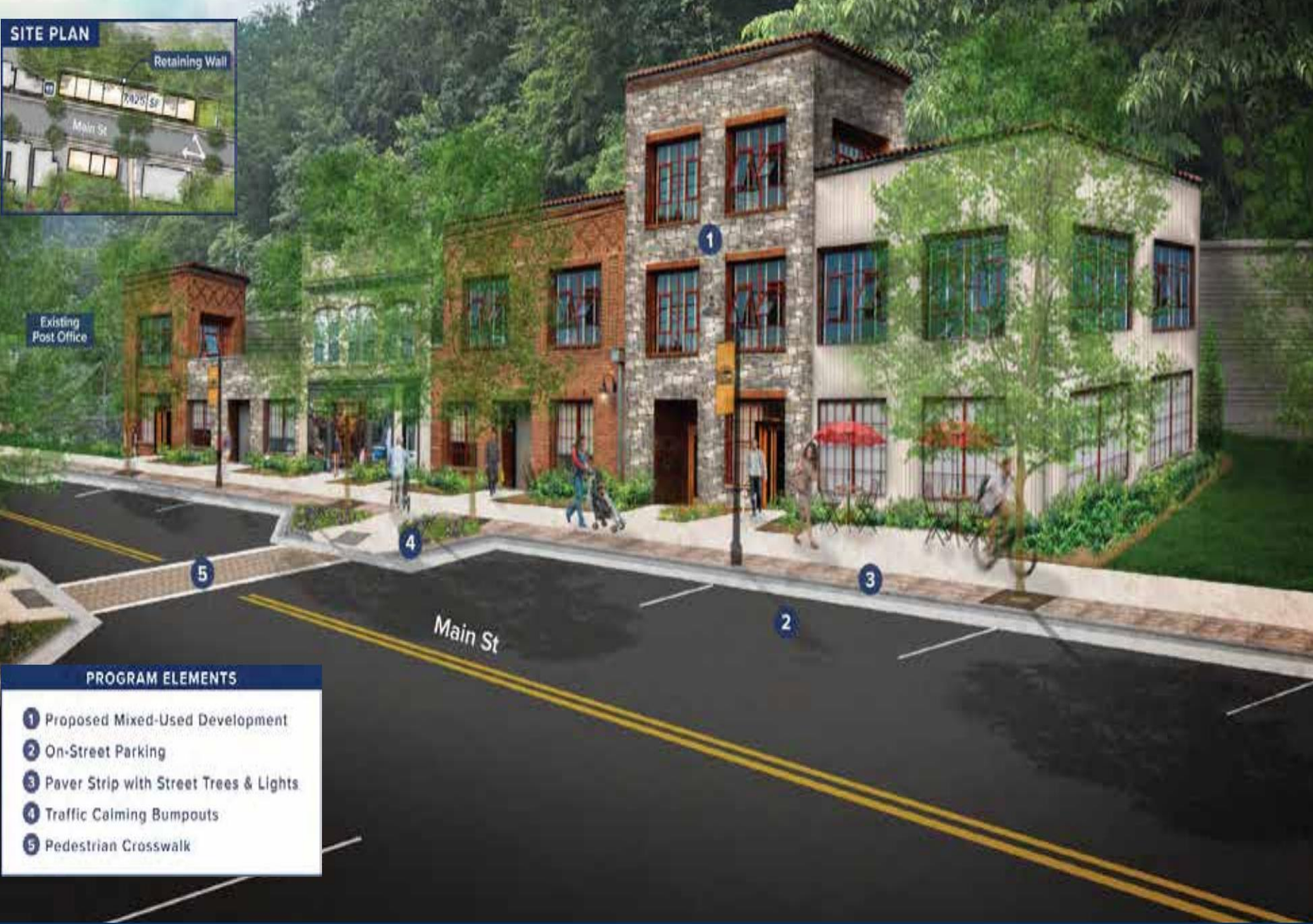
ROCKY BROAD RIVER RESTORATION - EAST

DESTINATION BY DESIGN

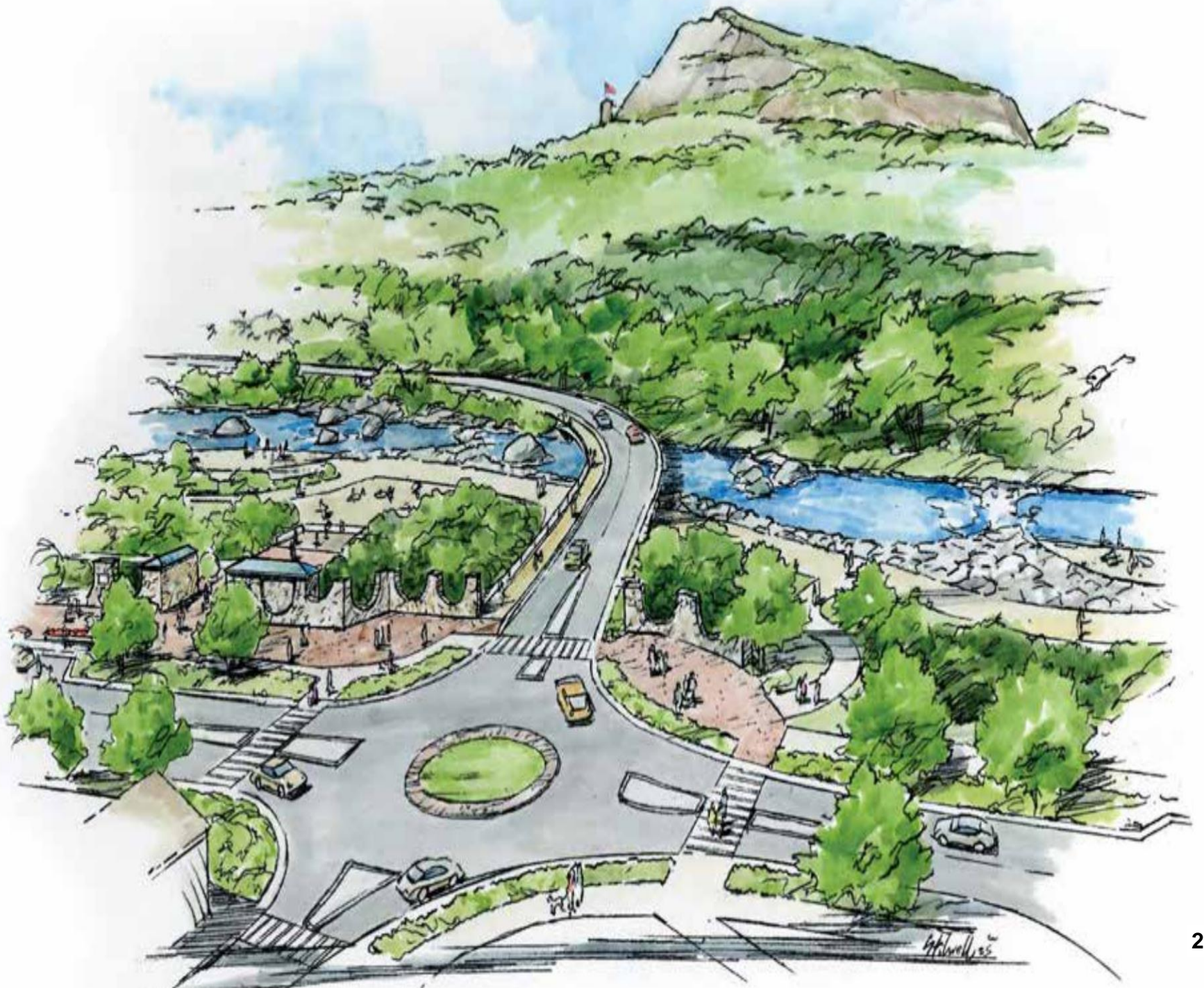


RAISE *the* ROCK
CHIMNEY ROCK RECOVERY ACTION PLAN





- PROGRAM ELEMENTS**
- 1 Proposed Mixed-Used Development
 - 2 On-Street Parking
 - 3 Paver Strip with Street Trees & Lights
 - 4 Traffic Calming Bumpouts
 - 5 Pedestrian Crosswalk



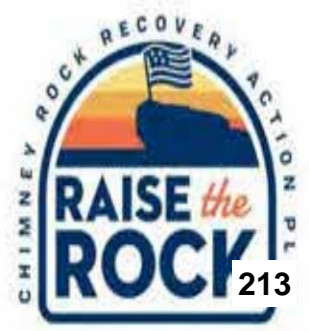
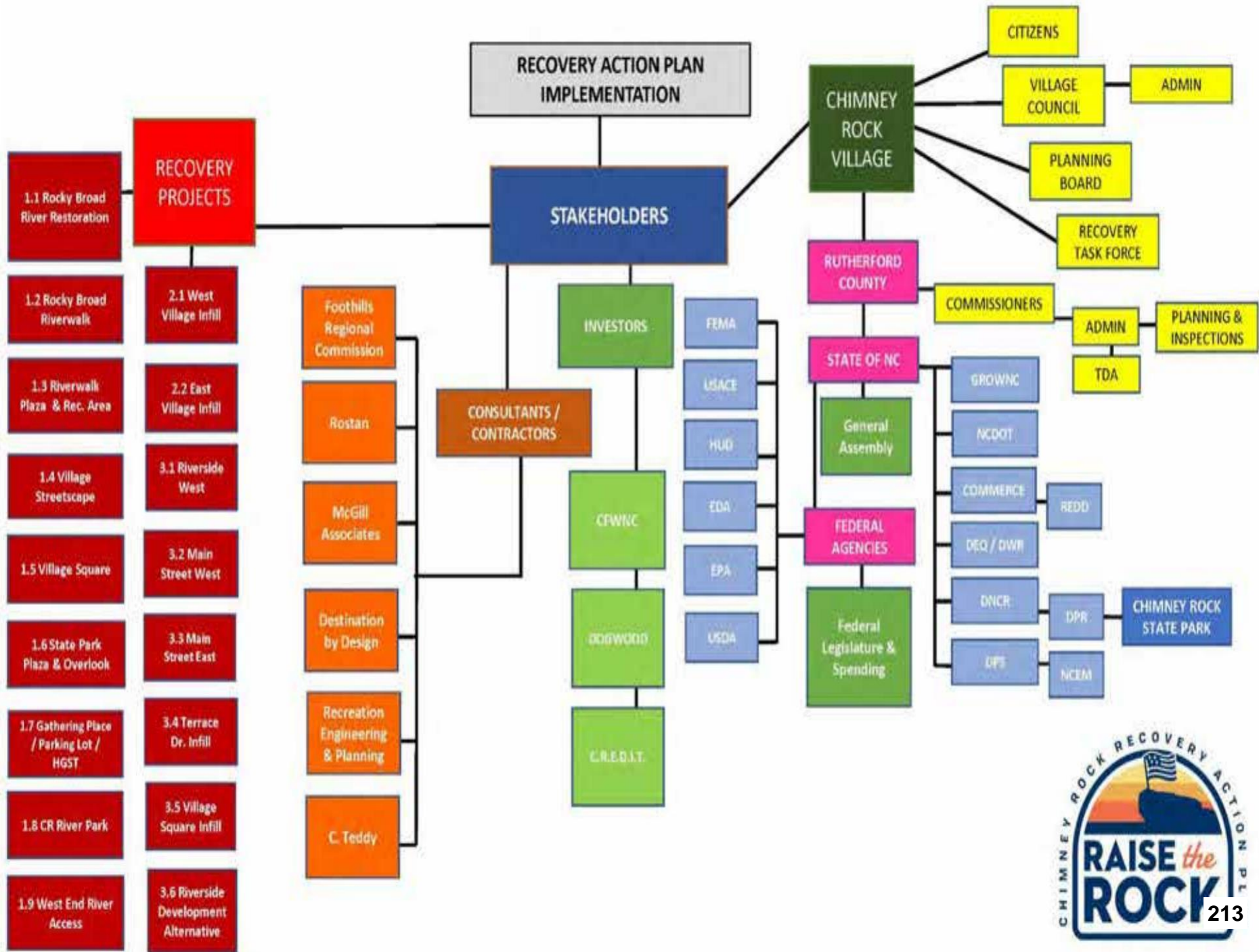
McLure, 05

Raise the Rock - Return on Investment

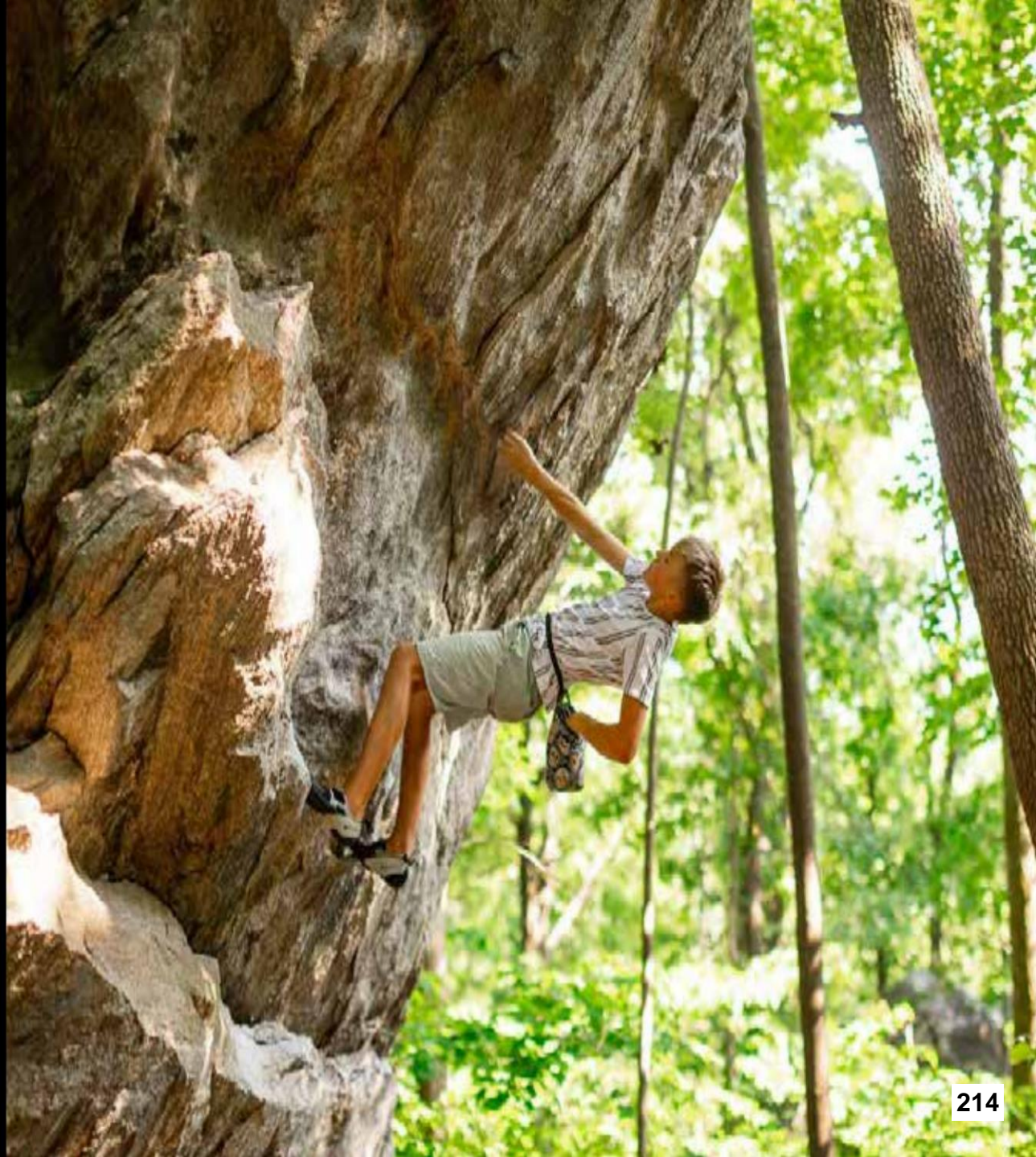
Completed in the summer of 2025, the Raise the Rock Recovery Action Plan is currently being used to effectively pursue external funding for recovery projects throughout the Village.

Chimney Rock Village has strategically leveraged over \$20 million in secured and prospective recovery funding, including:

- **\$110,000** – NC Department of Public Safety, Disaster Mitigation Fund (applied for)
- **\$200,000** – Community Foundation of WNC, Emergency Disaster Relief Grant (awarded)
- **\$477,500** – Dogwood Health Trust, Collaboration and Innovation Grant (awarded)
- **\$5,500,000** – NC Department of Commerce, Small Business Infrastructure Grant Program (awarded)
- **\$2,000,000** – Dogwood Health Trust, matching funds for the USEDA Grant Program (committed)
- **\$13,000,000** – US Economic Development Administration (USEDA) Grant Program (applied for)



**Thank You
Again!**





Agenda Summary Sheet

File #: ID 26-4425, **Version:** 1

Meeting Date: April 6, 2026

Closed Session - ATTORNEY CLIENT NCGS 143-318.11(a)(3)

Summary:

Budget:

Contact Information:

Recommended Motion:



Agenda Summary Sheet

File #: ID 26-4428, **Version:** 1

Meeting Date: April 6, 2026

Tax Collector's Report - April, 2026

Summary:

The Tax Collector's Report is submitted as information for the Board.

Budget:

N/A

Contact Information:

Rebecca Johnson, Collections' Supervisor

rebecca.johnson@rutherfordcountync.gov <<mailto:rebecca.johnson@rutherfordcountync.gov>>

828-287-6218

Recommended Motion:

Information only.

Date run: 3/4/2026 11:28:14 AM
 Data as of: 3/3/2026 10:17:10 PM

TR-401 Net Collections Report

NCPTS V4

Report Parameters:

Date Sent to Finance Start: **2/1/2026** Date Sent to Finance End: **2/28/2026** Abstract Type: **BUS,IND,PUB,REI,RMV**
 Tax District: **BOSTIC, CHIMNEY ROCK, Dam Capital Reserve, ELLENBORO, FOREST CITY, L08 SPD LIB, LAKE LURE, MD7 RFTN MSD, MD9 CRV MSD, RUTH, RUTHERFORDTON, SPINDALE**

Tax Year: **ALL** Year For: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004** Collapse Districts: **N**

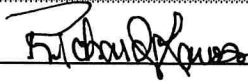
Default Sort-By: **Tax Year** Grouping: **No Grouping**

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	Total Collect. (\$)	% Coll.	% Un-coll.
				Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)		Unpaid Balance (\$)		
2025	20,746,220.69	8,434.36	3.33	8,270.75	20,543,714.87	21,055,486.28	59,662.21	12,856.03	429,918.85	96.00 %	4.00 %
				982,236.05		621,579.00	18,855.00		822,186.99		
2024	19,094,756.62	0.00	0.11	17,774.11	19,460,725.78	19,128,982.40	51,540.94	980.11	11,560.07	99.22 %	0.78 %
				560,844.73		492,852.12	18,755.00		151,431.03		
2023	19,021,335.92	0.00	0.02	25,694.74	18,880,707.93	18,606,130.29	54,583.27	664.57	4,770.26	99.63 %	0.37 %
				62,042.90		448,360.00	120,562.36		70,556.22		
2022	16,583,703.70	0.00	0.00	9,440.69	16,769,588.95	16,629,149.68	23,847.61	376.81	1,871.73	99.79 %	0.21 %
				539,362.90		479,510.00	15,752.00		34,428.42		
2021	12,048,859.16	0.00	0.00	43.44	12,263,944.49	11,896,570.25	9,713.60	319.02	1,000.88	99.82 %	0.18 %
				326,899.25		469,518.00	22,548.74		22,262.51		
2020	11,639,999.33	0.00	0.00	24,090.13	11,583,773.43	11,220,448.78	8,393.61	382.82	1,350.11	99.80 %	0.20 %
				25,289.97		460,537.04	24,919.00		22,658.45		
2019	11,659,781.44	0.00	0.00	6,274.13	11,560,339.63	11,323,657.09	6,500.78	457.26	1,180.20	99.85 %	0.15 %
				48,456.30		384,354.00	20,800.00		17,745.26		

2018	10,460,285.45	0.00	0.00	10,101.48	10,422,809.94	10,125,755.04	8,435.80	247.12	679.52	99.82 %	0.18 %
				29,431.91		365,628.00	21,700.00		18,759.37		
2017	8,945,017.37	0.00	0.00	3,579.45	8,883,489.68	8,639,517.64	5,932.04	183.21	467.51	99.85 %	0.15 %
				57,723.86		360,871.00	35,389.00		13,603.05		
2016	8,217,491.54	0.00	0.00	984.76	8,401,161.11	9,971,599.43	5,793.73	27.17	123.67	99.83 %	0.17 %
				2,119,038.86		360,122.00	11,510.00		14,459.18		
2015	8,370,456.58	0.00	0.00	3,429.80	8,358,965.17	8,255,416.06	545.81	0.00	0.00	99.86 %	0.14 %
				238,391.49		356,316.00	1,515.00		11,310.21		
2014	8,354,968.09	0.00	0.00	3,376.63	8,298,459.46	8,155,695.39	9,804.58	0.00	0.00	100 %	0 %
				157,490.75		350,335.50	11,585.00		0.00		
2013	7,714,642.44	0.00	0.00	0.00	7,676,404.49	7,652,106.38	5,039.39	0.00	0.00	100 %	0 %
				1,178.33		58,675.00	20,140.00		0.00		
2012	6,644,508.18	0.00	0.00	0.00	6,589,573.54	6,594,467.08	2,510.54	0.00	0.00	100 %	0 %
				514.44		48,045.00	3,825.00		0.00		
2011	6,891,855.83	0.00	0.00	0.00	6,852,221.85	6,836,007.50	8,172.07	0.00	0.00	100 %	0 %
				408.74		48,085.00	13,856.82		0.00		
2010	34,697.09	0.00	0.00	0.00	34,288.07	34,326.10	42.79	0.00	0.00	100 %	0 %
				196.80		525.00	675.00		0.00		
2009	16,362.49	0.00	0.00	0.00	16,202.50	16,421.64	24.53	0.00	0.00	100 %	0 %
				183.68		100.00	570.00		0.00		
2008	6,838.67	0.00	0.00	0.00	6,700.58	6,936.97	67.30	0.00	0.00	100 %	0 %
				215.60		50.00	0.00		0.00		
2007	51,501.24	0.00	0.00	0.00	51,370.89	51,547.31	0.28	0.00	0.00	100 %	0 %
				196.35		150.00	0.00		0.00		
2006	1,005.20	0.00	0.00	0.00	992.82	904.07	1.13	0.00	0.00	100 %	0 %
				0.00		100.00	0.00		0.00		
2005	616.99	0.00	0.00	0.00	566.99	515.58	1.41	0.00	0.00	100 %	0 %
				0.00		100.00	0.00		0.00		
2004	24,736.09	0.00	0.00	0.00	1,172.36	22,760.96	1,850.13	0.00	0.00	100 %	0 %
				0.00		125.00	114.14		0.00		

Subtot.	176,529,640.11	8,434.36	3.46	113,060.11	176,657,174.53	176,224,401.92	262,463.55	16,494.12	452,922.80	99.33 %	0.67 %
				5,150,102.91		5,305,937.66	363,072.06		1,181,058.81		
Total	176,529,640.11	8,434.36	3.46	113,060.11	176,657,174.53	176,224,401.92	262,463.55	16,494.12	452,922.80	99.33 %	0.67 %
				5,150,102.91		5,305,937.66	363,072.06		1,181,058.81		

Signature (Tax Collector)



Date run: 3/4/2026 11:20:37 AM

TR-401 Net Collections Report

NCPTS V4

Data as of: 3/3/2026 10:17:10 PM

Report Parameters:

Date Sent to Finance Start: **2/1/2026**

Date Sent to Finance End: **2/28/2026**

Abstract Type: **BUS,IND,PUB,REI,RMV**

Tax District: **RUTHERFORD COUNTY**

Tax Year: **ALL**

Year For: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004**

Collapse Districts: **N**

Default Sort-By: **Tax Year**

Grouping: **No Grouping**

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	Total Collect. (\$)	% Coll.	% Un-coll.
				Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)		Unpaid Balance (\$)		
2026	0.00	0.00	1,272.30	0.00	9,640.64	10,912.94	0.00	1,376.84	9,986.11	89.93 %	10.07 %
				10,912.94		0.00	60.00		977.16		
2025	54,905,366.90	22,140.63	4,262.41	56,742.57	54,236,962.13	49,897,343.80	91,714.33	35,198.27	1,501,715.28	94.56 %	5.44 %
				1,529,908.66		6,502,960.00	5,390.74		2,948,503.68		
2024	46,664,497.16	1,532.79	3,620.48	73,177.49	50,207,771.80	48,264,656.51	120,506.13	1,781.20	32,559.61	98.93 %	1.07 %
				4,824,916.99		3,177,429.00	48,060.18		537,935.64		
2023	49,584,081.10	61.05	0.01	91,109.74	49,405,395.67	46,807,916.73	273,418.54	1,459.81	11,621.00	99.49 %	0.51 %
				182,791.43		2,776,647.00	73,160.61		250,444.44		
2022	42,612,346.18	0.00	0.00	16,798.73	46,636,350.00	45,503,539.46	67,163.92	692.14	5,089.76	99.76 %	0.24 %
				5,632,927.47		2,691,369.00	97,053.17		112,139.60		
2021	42,267,253.73	0.00	0.00	2,257.96	46,627,077.53	44,416,351.43	52,759.55	409.80	1,756.52	99.84 %	0.16 %
				4,782,989.29		2,583,390.00	75,260.14		73,318.38		
2020	46,797,452.48	0.00	0.00	66,943.70	46,620,339.61	44,305,657.53	33,216.36	526.92	1,776.28	99.84 %	0.16 %
				84,348.71		2,609,871.00	67,672.60		76,232.40		

2019	46,992,086.58	0.00	0.00	42,646.94	46,223,772.58	44,802,972.26	28,844.23	623.55	1,593.60	99.84 %	0.16 %
				134,064.97		2,336,982.00	62,058.53		74,689.32		
2018	42,267,752.43	0.00	0.00	49,128.07	41,562,259.41	40,000,267.09	65,911.17	418.01	1,342.13	99.83 %	0.17 %
				146,204.76		2,396,907.00	48,172.53		69,904.82		
2017	39,268,744.18	0.00	0.00	26,168.09	39,074,797.61	37,348,819.94	81,638.11	259.85	778.76	99.86 %	0.14 %
				206,755.78		2,071,210.00	46,789.95		54,158.33		
2016	34,661,603.40	0.00	0.00	20,261.35	38,156,033.86	40,387,503.20	80,829.47	110.11	242.58	99.85 %	0.15 %
				7,850,467.92		2,064,000.00	45,264.66		56,075.83		
2015	40,591,877.02	0.00	0.00	20,484.03	37,743,357.99	39,781,590.94	5,364.74	0.00	0.00	99.86 %	0.14 %
				1,348,694.63		2,174,100.00	40,352.86		53,286.36		
2014	37,818,490.26	0.00	0.00	9,624.22	37,562,221.02	36,001,010.79	23,857.35	6,941.80	13,985.41	100 %	0 %
				261,803.66		2,065,050.00	38,318.06		0.00		
2013	36,865,192.76	0.00	0.00	0.00	36,652,705.78	34,843,476.83	19,735.56	0.00	0.00	100 %	0 %
				12,339.63		2,014,320.00	74,566.19		0.00		
2012	35,291,260.10	0.00	0.00	0.00	35,057,197.68	33,252,608.21	9,082.51	0.00	0.00	100 %	0 %
				19,340.62		2,048,910.00	99,443.17		0.00		
2011	33,332,714.85	0.00	0.00	0.00	33,172,804.07	31,281,796.47	20,060.32	0.00	0.00	100 %	0 %
				14,271.94		2,045,130.00	74,850.28		0.00		
2010	268,266.74	0.00	0.00	0.00	263,516.18	244,261.66	521.97	0.00	0.00	100 %	0 %
				266.89		23,750.00	7,656.95		0.00		
2009	179,974.40	0.00	0.00	0.00	176,566.38	165,789.57	383.67	0.00	0.00	100 %	0 %
				173.84		13,975.00	3,983.40		0.00		
2008	422,945.58	0.00	0.00	0.00	421,982.41	417,431.47	343.16	0.00	0.00	100 %	0 %
				204.05		5,375.00	2,051.78		0.00		
2007	70,840.20	0.00	0.00	0.00	70,386.79	67,626.86	92.39	0.00	0.00	100 %	0 %
				204.05		3,325.00	2,050.35		0.00		
2006	6,631.83	0.00	0.00	0.00	6,353.43	5,966.65	40.18	0.00	0.00	100 %	0 %
				0.00		625.00	860.25		0.00		
2005	4,873.27	0.00	0.00	0.00	4,660.72	4,122.49	50.78	0.00	0.00	100 %	0 %
				0.00		700.00	204.00		0.00		

2004	85,900.66	0.00	0.00	0.00	5,932.23	79,784.83	2,940.83	0.00	0.00	100 %	0 %
				0.00		3,175.00	580.49		0.00		
Subtot.	630,960,151.81	23,734.47	9,155.20	475,342.89	639,898,085.52	617,891,407.66	978,475.27	49,798.30	1,582,447.04	99.44 %	0.56 %
				27,043,588.23		39,609,200.00	913,860.89		3,583,775.61		
Total	630,960,151.81	23,734.47	9,155.20	475,342.89	639,898,085.52	617,891,407.66	978,475.27	49,798.30	1,582,447.04	99.44 %	0.56 %
				27,043,588.23		39,609,200.00	913,860.89		3,583,775.61		

Signature (Tax Collector) Richard [Signature]

Date run: 3/4/2026 11:13:57 AM

TR-401 Net Collections Report

NCPTS V4

Data as of: 3/3/2026 10:17:10 PM

Report Parameters:

Date Sent to Finance Start: **2/1/2026**

Date Sent to Finance End: **2/28/2026**

Abstract Type: **BUS,IND,PUB,REI,RMV**

Tax District: **F01 CH RK FD, F02 SANMU FD, F03 CLIFF SANI, F04 BILCRK FD, F05 SH FD, F06 SDO FD, F07 CH MTN FD, F08 HUDL FD, F09 RTHFTN FD, F10 CLIFF FD, F11 ELLNB FD, F12 BOSTIC FD, F13 UNION MILLS FD, F14 GREEN HL FD, F15 HOLLISIPV FD, F16 COUNTYORA FD, F18 LL RURAL FD, F19 FAIRFLD FD, F20 BRD**

Tax Year: **ALL**

Year For: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004**

Collapse Districts: **N**

Default Sort-By: **Tax Year**

Grouping: **No Grouping**

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	Total Collect. (\$)	% Coll.	% Un-coll.
				Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)		Unpaid Balance (\$)		
2026	0.00	0.00	274.47	0.00	1,754.64	2,029.11	0.00	244.67	1,867.46	93.51 %	6.49 %
						0.00	0.00		113.82		
2025	6,052,952.09	1,317.48	1,151.27	4,544.24	5,997,483.40	6,132,001.34	5,345.23	5,173.41	177,179.44	93.89 %	6.11 %
						0.00	0.00		366,523.90		
2024	5,371,337.81	294.91	641.51	11,083.17	5,594,398.63	5,873,366.83	14,543.95	296.37	4,139.02	98.73 %	1.27 %
						0.00	0.00		70,799.92		
2023	5,470,314.29	11.34	0.00	9,209.39	5,461,457.95	5,458,389.43	42,673.70	194.43	1,295.96	99.45 %	0.55 %
						0.00	0.00		30,173.33		
2022	3,462,871.85	0.00	0.00	1,109.82	3,623,605.73	3,820,605.93	6,068.89	37.24	242.20	99.73 %	0.27 %
						0.00	0.00		9,747.10		
2021	3,005,244.67	0.00	0.00	227.94	3,210,581.97	3,236,366.98	5,673.59	3.87	39.36	99.82 %	0.18 %
						0.00	0.00		5,626.53		
2020	2,979,205.66	0.00	0.00	4,452.85	2,972,158.55	2,988,042.27	2,916.42	6.21	19.23	99.79 %	0.21 %
						0.00	0.00		6,280.32		

2019	2,855,777.62	0.00	0.00	4,017.86	2,777,078.28	2,869,911.41	2,304.28	22.29	39.07	99.78 %	0.22 %
				12,420.21		0.00	0.00		6,074.38		
2018	2,422,068.34	0.00	0.00	3,160.20	2,339,932.80	2,431,071.02	6,516.70	14.15	60.89	99.79 %	0.21 %
				12,359.18		0.00	0.00		4,905.62		
2017	2,213,607.53	0.00	0.00	2,404.22	2,206,086.57	2,217,393.49	9,237.77	4.30	10.85	99.83 %	0.17 %
				10,619.51		0.00	0.00		3,679.76		
2016	2,064,042.46	0.00	0.00	2,127.59	2,180,116.14	2,192,011.25	9,258.65	9.45	12.70	99.83 %	0.17 %
				135,099.85		0.00	0.00		3,698.79		
2015	2,472,602.80	0.00	0.00	1,946.16	2,108,009.73	2,594,723.59	534.50	0.00	0.00	99.82 %	0.18 %
				120,709.13		0.00	0.00		3,843.63		
2014	2,088,687.38	0.00	0.00	238.10	2,070,765.29	2,097,418.71	1,200.04	730.76	1,448.86	100 %	0 %
				9,693.27		0.00	0.00		0.00		
2013	1,974,288.72	0.00	0.00	0.00	1,960,044.43	1,973,801.84	1,337.43	0.00	0.00	100 %	0 %
				850.55		0.00	0.00		0.00		
2012	1,903,986.68	0.00	0.00	0.00	1,893,436.61	1,904,695.95	517.80	0.00	0.00	100 %	0 %
				1,227.07		0.00	0.00		0.00		
2011	1,930,384.11	0.00	0.00	0.00	1,922,559.81	1,930,226.32	1,036.45	0.00	0.00	100 %	0 %
				878.66		0.00	0.00		0.00		
2010	16,846.84	0.00	0.00	0.00	16,586.10	16,800.05	50.75	0.00	0.00	100 %	0 %
				3.96		0.00	0.00		0.00		
2009	10,867.17	0.00	0.00	0.00	10,716.38	10,828.46	38.71	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		
2008	17,287.91	0.00	0.00	0.00	17,220.68	17,265.49	22.42	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		
2007	1,316.39	0.00	0.00	0.00	1,302.50	1,305.87	10.52	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		
2006	481.27	0.00	0.00	0.00	464.36	477.75	3.52	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		
2005	302.73	0.00	0.00	0.00	282.76	298.44	4.29	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		

2004	3,807.10	0.00	0.00	0.00	305.07	3,756.57	50.53	0.00	0.00	100 %	0 %
				0.00		0.00	0.00		0.00		
Subtot.	46,318,281.42	1,623.73	2,067.25	44,521.54	46,366,348.38	47,772,788.10	109,346.14	6,737.15	186,355.04	98.91 %	1.09 %
				1,519,331.28		0.00	0.00		504,191.34		
Total	46,318,281.42	1,623.73	2,067.25	44,521.54	46,366,348.38	47,772,788.10	109,346.14	6,737.15	186,355.04	98.91 %	1.09 %
				1,519,331.28		0.00	0.00		504,191.34		

Signature (Tax Collector) Richard Law 3/4/26