

TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER



COUNCIL MEMBERS:
SHEILA FRANKLIN
JIM PLAYER
TREVOR C. LANCE
KEITH REED

Town Council Regular Meeting March 11, 2024 at 6:00 PM

Call the meeting to order at: 6:00 PM

Moment of Silence:

Pledge of Allegiance:

Public Comments:

"We will strive to uphold each citizen's First Amendment right to free speech. We will ensure a level of civility and decorum. We ask that all speakers be respectful and adhere to the three-minute time limit. Council is not expected to debate/discuss issues during public comment."

Approval of minutes - corrections, additions or deletions

- 1) Agenda Review Meeting 2-5-24
- 2) Regular Meeting 2-12-24

Council Updates

Consent Agenda

- 3) Approval of proclamation P-24-01 in honor of the spring litter sweep which runs from April 13 - April 27, 2024.
- 4) Approval of Resolution R-24-01 for Baabals to lease the concession stand at Bill Moore Community park from April 1, 2024, until August 31, 2024.
- 5) Appointment of Susan Heafner as Deputy Tax Collector
- 6) Approval of Budget Amendment #3 to the FY 23/24 Budget Ordinance for a prior year adjustment for Mills River Fire & Rescue (\$20,226.00) from the recent audit.

Discussion Items

- 7) Selection of a candidate to fill an at-large vacancy on the Planning Board.

- 8) Proposal for consulting services from Retail Strategies
- 9) Use of Town Owned Property for Industrial Purposes
- 10) Unassigned Fund Balance- Excess Reserves Recommendation

Town Manager Report

Department Reports

- 11) February Reports

Adjourn

Upcoming Events

Budget Retreat Meeting March 19, 2024, at 8:30 am

Easter Egg hunt Saturday, March 23, 2024 12:00-2:00 pm

Agenda Review Meeting April 1, 2024, at 6:00 pm

Regular Meeting April 8, 2024, at 6:00 pm

Annual Shred/Pill Drop event on Saturday, April 20, 2024, from 9:00 am til noon

"This Institution is an equal opportunity provider."

Town of Fletcher
Town Council Agenda Review Meeting
Minutes
February 5, 2024

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:

Mayor Preston Blakely
Mayor Pro-Tem Sheila Franklin
Councilmember Keith Reed
Councilmember Jim Player
Town Manager Mark Biberdorf

Councilmember Trevor Lance was absent from this meeting.

Moment of Silence:

Pledge of Allegiance:

Public Comments:

No comments were made at this time.

Approval of minutes - corrections, additions or deletions

No comments were made at this time.

Agenda Review Minutes 1-2-24

Regular Meeting Minutes 1-8-24

No comments were made at this time.

Council Updates

Councilmember Jim Player commented on the recent meeting with the Henderson County Transportation Advisory Committee that he recently attended.

The I-26 project for Henderson County, he stated that they expect to be substantially completed by May 2024 with a final completion by February 2025.

Consent Agenda

Tax refunds/releases

No comments were made at this time.

Discussion Items

Presentation on support for reconnection of passenger rail service with Amtrack passing through sections of Western North Carolina - Martin Wheeler and Clifford Meek.

Presentation will be at the regular meeting next week.

Presentation from Pisgah Legal Services - Daniel Carey

Presentation will be at the regular meeting next week.

Presentation of mid-year tax collector's report and permission to advertise delinquent taxes per NCGS 105-369 - Candy Broome, Tax Collector.

Tax collector Cynthia Broome gave her mid-year-end tax collector's report and answered questions that the council had about the report. She has stated that delinquent taxes will be advertised on March 20, 2024.

Discussion Followed:

Presentation on potential grants for extension of greenway trails - Rebekah Robinson, Conserving Carolina.

Rebekah Robinson of Conserving Carolina gave a presentation on some potential matching grants that are available for greenway extension.

Discussion Followed:

The council wants a little more time to review and go over the information before making any decisions.

Report on established performance measures - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf gave an update on the performance measures for each department.

Discussion Followed:

Revisions to chapter 115 of the code of ordinances covering massage establishments - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf went over the revisions to Chapter 115 of the Code of Ordinances stating that as discussed last month with Chapter 110 & 111 on the ordinances, these needed to be updated to include the wording of business registration instead of business license.

Council agrees to move this to the Consent Agenda next week.

Status of proposed revisions to contract with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf went over the revisions to the contract with Fletcher Fire & Rescue that Mayor Blakley and Councilmember Trevor Lance had been working on. There is a copy in the packet with the areas highlighted in yellow that are the suggested revisions from the town and the responses from the fire department are in blue.

Discussion Followed:

Discussion of Town Center developer prospects - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that Brad Goodson (Carland Company) had pulled away from the project because he was having a hard time finding investors.

We still have Windsor Autry, which was interested in a letter of Intent for some type of due diligence period. I don't know if you are still interested in a letter with them at this time. There is no commitment, it would be to just let them take a shot at this and see what they come back with. We could do a Request for Proposals, but I don't think that this is a good idea at this time. We could also look at a consultant as well.

I was at the NC City & County managers' conference last week and was talking to a vendor that may be able to help us, and they have reached out to us in the past. I did ask them, "do you have contact with developers" and the lady said "Yes, we do". I may reach out to them to get a proposal.

Discussion Followed:

The council is interested in hearing from a consultant on the town center project.

Town Manager Report

I mentioned to you last month that we were going to try and set up a meeting with Housing Assistance Corporation or HAC, and we did that about a week ago. The Mayor, Eric Rufa and I met with Susan Frady last month. What we wanted to know was if the town entertained about some type of affordable housing feature in the town center project, could there be a commercial element in there as well? She is going to look into this and get back with us.

Discussion Followed:

Just a reminder, starting next month we are going to be a polling place, so we will not have access to this room for the agenda review meeting. So we will need to move the meeting upstairs. That is if you still want to have the agenda review meeting.

The council is fine with having the meeting upstairs next month.

On the possible partnership with Buster Brown on additional tennis courts, the Mayor, Sheila and I are trying to set up a meeting with him this week, possibly on Thursday.

Department Reports

January 2024

Adjourn

Mayor Blakely asked for a motion to adjourn.

Councilmember Jim Player motioned to adjourn, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourned at: 7:35 pm

Upcoming Events

Father-Daughter Dance February 10, 2024, at 3:00 pm

Regular Meeting February 12, 2024, at 6:00 pm

Agenda Review Meeting March 4, 2024, at 6:00 pm (elections?)

Regular Meeting March 11, 2024, at 6:00 pm

Budget Retreat Meeting March 19, 2024, at 8:30 am

Annual Shred/Pill Drop event on Saturday, April 20, 2024, from 9:00 am til noon.

Town of Fletcher
Town Council Regular Meeting
Minutes
February 12, 2024

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:

Mayor Preston Blakely
Mayor Pro-Tem Sheila Franklin
Councilmember Jim Player
Councilmember Keith Reed
Councilmember Trevor Lance
Town Manager Mark Biberdorf

Moment of Silence:

Mayor Blakely asked for a moment of silence.

Pledge of Allegiance:

Mayor Blakely led the group in the pledge of allegiance.

Public Comments:

Brandon Olsen of 33 Stoney Brook Court Fletcher commented on the proposed grants for the construction of greenway trails in the town and asked for town councils' continued support of this.

Terri Haas of 108 Hawks Nest Drive Fletcher commented on the condition of the property located at the corner of Woodhill Drive and Hwy 25 and requested that something to be done to clean up this property.

Approval of minutes - corrections, additions or deletions

Agenda Review Minutes 1-2-24

Regular Meeting Minutes 1-8-24

Mayor Blakely asked if there were any questions or comments on the minutes and if none, do we have a motion to approve the minutes as presented.

Councilmember Keith Reed motioned to approve the minutes, and it was seconded by Mayor Pro-Tem Sheila Franklin.

Motion all in favor.

Council Updates

No comments were made at this time.

Consent Agenda

Tax refunds/releases

Approval of year-end tax collector's report and permission to advertise delinquent taxes per NCGS 105-369 in March.

Approval of revisions to chapter 115 of the code of ordinances covering massage establishments.

Mayor Blakely asked for any questions or comments on the consent agenda and seeing none, do I have a motion to approve the consent agenda as presented?

Councilmember Jim Player motioned to approve the consent agenda, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Discussion Items

Presentation on support for reconnection of passenger rail service with Amtrack passing through sections of Western North Carolina - Martin Wheeler and Clifford Meek.

Martin Wheeler and Clifford Meek gave a presentation on the reconnection of passenger railway service in Western North Carolina. They are asking for support from governmental agencies on the FRA (Federal Railroad Administration) study for suggested Amtrak routes in the area.

Approval of lowest responsible bidder for street resurfacing projects - Ben Cathey, McGill Associates

Ben Cathey of McGill Associates gave a report on the lowest responsible bidder for the street resurfacing of Continuum Drive and Snowball Lane. Trace & Company was selected with a bid of \$172,309.30.

Discussion Followed:

Mayor Blakely asked for a motion to approve Trace & Company as the lowest responsible bidder.

Councilmember Trevor Lance made a motion to approve the lowest responsible bidder and it was seconded by Councilmember Jim Player.

Motion all in favor.

Presentation from Pisgah Legal Services - Daniel Carey

Mr. Carey gave an overview of Pisgah Legal Services and the services they provide to the community and answered questions that the town council had for him.

Discussion Followed:

Report on established performance measures - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf gave a brief overview from last week on the performance measures of each department, and he stated that in six months he would give an updated report.

Discussion Followed:

Status of proposed revisions to contract with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Mayor Preston Blakely went over the items on the fire department contract that was discussed last week and stated that he and Councilmember Lance are willing to go back to the fire board and discuss the changes/items that council has some concerns on.

Discussion Followed:

Discussion of Town Center developer prospects - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that he had reached out to a company that he met at the City & County Managers Association and had set up a Zoom meeting next week for him and Eric with the rep from this company. (Retail Strategies) We are going to look at their consulting services and see what they have to offer and work on a proposal.

Discussion Followed:

Town Manager Report

I mentioned to you last week that we met with representatives of Housing Assistance Corporation (HAC) to see if an affordable housing element could be on some part of the town center project with a commercial component to it. They are reaching out to their contacts but we have not heard back from them yet.

At the March meeting, just a reminder that we are a polling place for the primary, so we will have the March agenda review meeting upstairs in the multipurpose room. Also, we will be impacted by early voting in October for the regular meeting and also the agenda review meeting in November.

On the tennis courts, we have been in communication with Buster Brown (concerning a partnership) to develop some tennis courts next to our newly developed courts in the park. We have a meeting set up for February 21st of this month.

For the meetings with the legislative delegation, I will be working on setting up meetings with

our state legislative delegation and then, after that, with Senator Bud's office and Senator Edwards' office.

Council had some additional discussion on the grants for extending the greenway trails.

Department Reports

January 2024

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Keith Reed motioned to adjourn, and it was seconded by Councilmember Jim Player

Motion all in favor.

Adjourned: 7:45 pm

Upcoming Events

Agenda Review Meeting March 4, 2024, at 6:00 pm (elections?)

Regular Meeting March 11, 2024, at 6:00 pm

Budget Retreat Meeting March 19, 2024, at 8:30 am

Agenda Review Meeting April 1, 2024, at 6:00pm

Regular Meeting April 8, 2024, at 6:00pm

Annual Shred/Pill Drop event on Saturday, April 20, 2024, from 9:00 am til noon.

P-24-01

Town of Fletcher
Proclamation in Support of 2024 Spring Litter Sweep

WHEREAS, the North Carolina Department of Transportation annually organizes a spring litter cleanup to ensure that the great natural beauty of our state and our clean environment are a source of great pride for all North Carolinians; and

WHEREAS, the annual cleanup raises awareness of the need for cleaner roads among our citizens and children, attracts tourists and aids in the recruiting of new industry into our State; and

WHEREAS, the Spring Litter Sweep roadside cleanup will take place from April 13 - April 27, 2024 and the Town of Fletcher encourages civic and professional groups, churches, schools, families, business and individual citizens to participate by organizing cleanups in their neighborhoods; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering and encourage recycling of solid waste; and

NOW THEREFORE, BE IT RESOLVED, the Mayor and Town Council of the Town of Fletcher, North Carolina hereby proclaim a “Spring Litter Sweep” from April 13 - April 27, 2024 in the Town of Fletcher and encourage all citizens to participate in making our roadsides clean and beautiful.

Adopted this the 11th day of March 2024

Mayor Preston Blakely

ATTEST

Christine Thompson MMC, NCCMC
Town Clerk

R-24-01

Resolution Authorizing the Lease of the Concessions Building at Bill Moore Community Park to
Baabals Ice Cream

WHEREAS, The Town of Fletcher is authorized pursuant to G.S. 160A-272 to lease property for such terms and upon such conditions as the Fletcher Town Council may determine; and

WHEREAS, property may be leased by the Town of Fletcher only pursuant to a resolution of the Fletcher Town Council authorizing the execution of the lease adopted at a regular meeting of the Fletcher Town Council; and

WHEREAS, such property will be leased for a period of 5 months at a rate of \$ 450 per month beginning on April 1, 2024 and ending on August 31, 2024.

NOW THEREFORE BE IT RESOLVED, by the Fletcher Town Council of The Town of Fletcher, North Carolina as follows:

That the Fletcher Town Council hereby authorizes the Town Manager to execute a lease agreement with Roy Dickerson of Baabals Ice Cream to lease the Concessions Building in Bill Moore Community Park for a period of 5 months starting on April 1, 2024.

Approved this the 11th day of March 2024

Mayor Preston Blakely

ATTEST:

Christine Thompson, MMC, NCCMC
Town Clerk

MEMORANDUM

TO: Mayor & Town Council
FROM: Heather Taylor, Assistant Town Manager
COPY TO: Mark Biberdorf, Town Manager
DATE: 2/28/2024
SUBJECT: Appointment of Susan Heafner as Deputy Tax Collector



Background:

Given the current circumstances with Cynthia Broome, Tax Collector being out of the office currently, I would like to request that Town Council officially appoint Susan Heafner as Deputy Tax Collector under N.C.G.S. 105-349 (f). Given the complexity around the legal aspect of collecting taxes, we feel that it is in the best interest of the Town to move forward with officially recognizing her as Deputy Tax Collector and asking her to take the oath as outlined in N.C.G.S. 105-349 (g).

Recommendation:

Appoint Susan Heafner as Deputy Tax Collector.

Attachments:

None

BUDGET AMENDMENT 3
Original Ordinance # 0-23-07
Amended March 11, 2024
0-24-01

REQUEST FOR BOARD ACTION
TOWN OF FLETCHER

MEETING DATE: March 11, 2024

SUBJECT: Budget Amendment 3

ATTACHMENTS: YES

SUMMARY OF REQUEST:

The Town each year reviews our prior year's payments to Fletcher Fire & Rescue and Mills River Fire & Rescue to see if we met our contract obligations to them. Lowdermilk Church & Co. provided this Agreed Upon Procedure to verify our payments, and any under or overpayments to each fire department.

For the 2023 tax year both Fletcher Fire & Rescue and Mills River Fire & Rescue were underpaid due to more taxes levied than budgeted.

Based off the AUP, the Town owes \$9,361 to Fletcher Fire and \$20,226 to Mills River. The attached budget amendment will adjust the Mills River Prior Year Adjustment line item to account for the underpayment, and using Fund Balance Appropriated to balance the remaining portion. The Town budgeted funds within the Fletcher Fire Prior Year Adjustment line item based off prior history so no adjustment will need to happen on this line item.

TOWN MANAGER'S RECOMMENDATION:

It would be appropriate for the Board to approve the attached budget amendment to increase Mills River Fire & Rescue Prior Year Adjustment, as well as use Fund Balance Appropriated to balance.

BUDGET AMENDMENT # 3
FY 23/24 BUDGET ORDINANCE
Effective March 11, 2024

	Account #	Debit	Credit
General Fund			
Revenues			
Fund Balance Appropriated	10-3990-0000		20,226.00
Expenditures			
Mills River Prior Year Adjustment	10-5300-4502	20,226.00	

Mayor Preston Blakely

ATTEST:

Christine Thompson, NCCMC MMC
Town Clerk

**Independent Accountants' Report
On Applying Agreed-Upon Procedures**

To the Mayor and Town Council of the
Town of Fletcher

We have performed the procedures enumerated below on verification of payments made to the Fletcher Fire and Rescue Department, Inc. and the Mills River Fire and Rescue, Inc. in accordance with contracted guidelines with both fire departments for the Town of Fletcher for the year ended June 30, 2023. Town of Fletcher's management is responsible for the Town's accounting records related to the verification of payments made to the Fletcher Fire and Rescue Department, Inc. and the Mills River Fire and Rescue, Inc. in accordance with contracted guidelines with both fire departments.

Town of Fletcher has agreed to and acknowledged that the procedures are appropriate to meet the intended purpose of verification of payments made to the Fletcher Fire and Rescue Department, Inc. and the Mills River Fire and Rescue, Inc. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

We compared the collections received for the year ended June 30, 2023, adjusted for collections outside of the Fletcher Fire District and for refunds, if any, paid due to Henderson County billing errors, to the payments made by the Town of Fletcher Fire and Rescue Department, Inc. and Mills River Fire and Rescue, Inc.

The amount owed Fletcher Fire and Rescue Department, Inc., for the year ended June 30, 2023, was \$1,515,336. Of this amount, the Town has paid \$1,505,975. Based on this comparison, there is \$9,361 additional amount due Fletcher Fire and Rescue Department, Inc.

The amount owed Mills River Fire and Rescue, Inc., for the year ended June 30, 2023, was \$128,185. Of this amount, the Town has paid \$107,959. Based on this comparison, there is \$20,226 additional amount due Mills River Fire and Rescue, Inc.

We were engaged by the Town of Fletcher to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records related to the verification of payments made to the Fletcher Fire and Rescue Department, Inc. and the Mills River Fire and Rescue, Inc. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

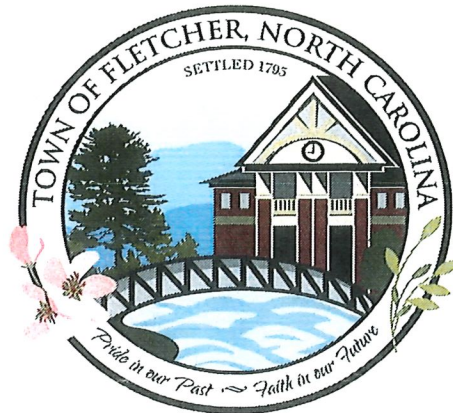
We are required to be independent of the Town of Fletcher and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Mayor and Town Council of the Town of Fletcher and is not intended to be and should not be used by anyone other than those specified parties.

Lowdermilk Church & Co., L.L.P.

February 20, 2024

RECEIVED
1-29-22



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: Robyn Mondin

Home Address: 148 Wildbriar Rd., Fletcher NC 28732
My residence is located with the Town of Fletcher city limits: Yes No (circle one)

E-mail Address: rmondin@bellsouth.net

Home Phone: 828/681-8226 Work Phone: 828/691-8172

Occupation: Mortgage Banker Years in Position: 28 years

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District 1 Male _____ Female ✓

Race: White ✓ Black _____ Hispanic _____ Native American _____
Other _____

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes _____ No ☒ If yes please explain disposition.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. Town Council vacancy - Dist 2
2. Planning board / ZBA At-Large Seat Vacancy
3. _____

What do you feel are your qualifications for serving on the board requested?

As a 16 year resident of the Town of Fletcher, I have
always had an interest in the town growth & development.
As a volunteer for our community HOA board, I
enjoyed working with the council on projects for our
community.

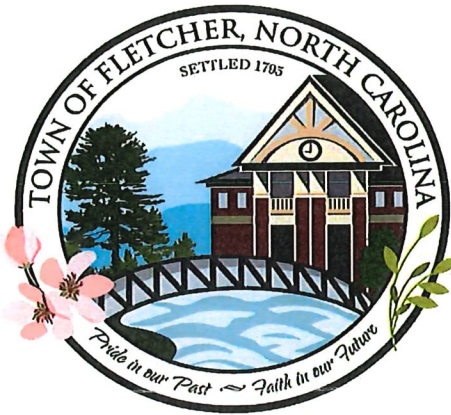
I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

Signature: Robert J. Mondak Date: 1/19/2022

.....
Office Use Only: 1000109 Taxes paid 12/20/21
Date Received: 1-19-22 11/17/22 thru 1095.82
Date Forwarded to Council: _____ CT

RECEIVED
12-12-22



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: T. Steven Crouch

Home Address: 603 Carolina Holly Way, Fletcher, NC 28732
My residence is located within the Town of Fletcher city limits: Yes No (circle one)

E-mail Address: scrouch@beverly-hanks.com

Home Phone: 828-215-2871 Work Phone: 828-215-2871

Occupation: Realtor w/ Beverly-Hanks Years in Position: 10

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District Fletcher Male ☒ Female ☐

Race: White ☒ Black ☐ Hispanic ☐ Native American ☐
Other ☐

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes _____ No ☒ If yes please explain disposition.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. Zoning
2. Finance
3. Parks & Recreation

What do you feel are your qualifications for serving on the board requested?

I have worked in various financial related positions
in Buncombe and Henderson counties for over 30 years.
I have lived in Henderson County for over 25 years
and currently work in Real Estate as an agent for the
past 10 years. I have also served on various non-profit
boards.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

Signature: J. Steven Gausch Date: 12/8/22

Office Use Only:

Date Received: 12/12/22 →

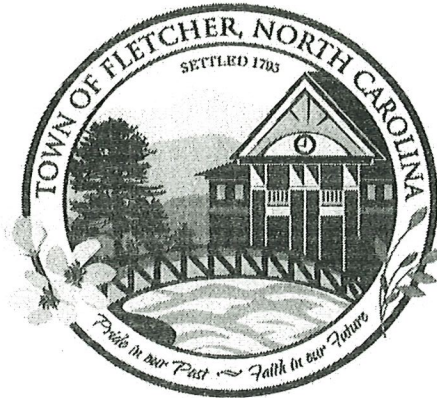
12/12/22

9957656

Taxes paid in full

Date Forwarded to Council: _____

RECEIVED
1-26-23



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: John Brandon Olsen

Home Address: 33 Stoney Brook Ct., Fletcher NC 28732

My residence is located with the Town of Fletcher city limits: (Yes) No (circle one)

E-mail Address: brandon@johnbrandonolsen.com

Home Phone: (828) 490-9152 Work Phone: _____

Occupation: Origination Manager Years in Position: 5 in current position
7 with company

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District 1 Male X Female _____

Race: White X Black _____ Hispanic _____ Native American _____
Other _____

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes _____ No X If yes please explain disposition.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. Planning Board / ZBA
2. Fletcher A.B.C. Board (current serving)
3. _____

What do you feel are your qualifications for serving on the board requested?

I am organized, dedicated, and always looking for ways to help colleagues and my community. I am familiar with the work of the

planning board. I have attended many planning board meetings over several years, and have professional experience

working for a utility developer for many years.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

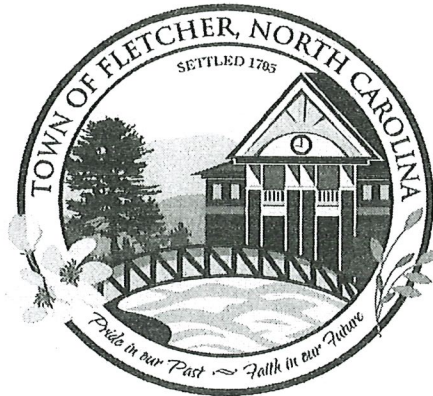
Signature: John Brande Olson Date: 01/26/2024

.....
Office Use Only:

Date Received: 1-26-24

Date Forwarded to Council: _____

RECEIVED
2-14-24



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: Fran Schultz

Home Address: 1205 Pebble Lane

My residence is located within the Town of Fletcher city limits: ☒ Yes ☐ No (circle one)

E-mail Address: fran.schultz12@gmail.com

Home Phone: 828 808 4128 Work Phone: 828 302 6029

Occupation: Construction + Equipment Sales Years in Position: 15 +

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District _____ Male _____ Female ☒

Race: White ☒ Black _____ Hispanic _____ Native American _____
Other _____

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes _____ No ☒ If yes please explain disposition.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. New development on 25
2. Encouraging new business to come to Fletcher
3. Increasing volunteers w/in community

What do you feel are your qualifications for serving on the board requested?

- Experience in construction development
- Equipment experience for commercial properties.
- Planning construction design
- CAD drawing review, bids → construction, working w/ contractors; architects, engineers electricians, plumbers, codes

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

Signature: Fran Ahlert Date: 2.14.24

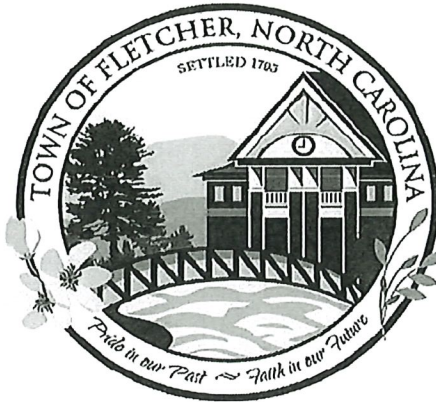
Office Use Only:

Date Received: 2-14-24

9959465
taxes paid for 2023
on 1/8/24

Date Forwarded to Council: _____

RECEIVED
2/19/24



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: Jacob Compher

Home Address: 23 Oak Court - Fletcher, NC 28732

My residence is located within the Town of Fletcher city limits: ☒ Yes ☐ No (circle one)

E-mail Address: j.compher@outlook.com

Home Phone: (828) 329-7277

Work Phone: (828) 250-4871

Occupation: Planner

Years in Position: 5

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District 3 Male ☒ Female

Race: White ☒ Black Hispanic Native American
Other

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes ☒ No ☐ If yes please explain disposition.

During my teenage years and early twenties, I struggled with a drug and alcohol addiction that went beyond experimentation. Unfortunately, this resulted in possession of a controlled substance (marijuana), possession of paraphernalia, and consumption/possession of alcohol convictions on my record from where I am originally from along the coast of North Carolina.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. Zoning Board of Adjustment
2. Planning Board
3. Parks and Recreation Advisory Board

What do you feel are your qualifications for serving on the board requested?

My experience in local government has given me the opportunity to present and work with members on similar boards in different jurisdictions. I have presented and acted as a clerk to similar citizen boards in Henderson County, NC, Baltimore County, MD, and currently for Buncombe County, NC. I received my MPA from Appalachian State in 2017 and have been working in local government development since I graduated. I obtained my CZO (Certified Zoning Official) in 2020, as well as, my unmanned aircraft license, and earned my CFM (Certified Floodplain Manager) last August. I am also an active non-provisional broker licensed by the NC Real Estate Commission (License # 311470). I have witnessed countless members sacrifice their time to ensure the community develops in compliance with codes, comp plans, and ideals. I would be honored to have the same privilege in shaping my own community.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

Signature: 

Date: 02/19/24

.....
Office Use Only:

Date Received: 2/19/24

9903151 - rental
taxes are paid

Date Forwarded to Council:

RECEIVED
2-22-24



Application for Appointed Boards/Commissions/Committees Fletcher Town Council

The Town of Fletcher Town Council believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the Town's various boards. If you wish to be considered for an appointment to a board, please complete the information below and return it to the Town Clerk at 300 Old Cane Creek Road, NC 28732. For more information you may contact Town Hall at (828) 687-3985.

Name: Lorie Boehm

Home Address: 15 N Mockingbird Lane, Arden 28704

My residence is located within the Town of Fletcher city limits: ☒ Yes ☐ No (circle one)

E-mail Address: mtns2sea.andback@gmail.com

Home Phone: 828-400-2466 Work Phone: 828-400-2466

Occupation: Administrator of Non-Profit Years in Position: 20

It is the Town Council's goal to maintain a balance of membership on its Boards/Commissions or Committees based on race, gender and voting district residency.

Voting District Fletcher ^{Town Hall} Male ☐ Female ☒

Race: White ☒ Black ☐ Hispanic ☐ Native American ☐
Other ☐

Have you been convicted on any formal charge of professional misconduct, criminal misdemeanor or a felony in any jurisdiction?

Yes _____ No X _____ If yes please explain disposition.

Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. Planning Board
2. Zoning
3. Where you need members

What do you feel are your qualifications for serving on the board requested?

I started an regional office for a large non-profit 20 years ago. My area covers now
23 counties in WNC; 5 departments; 100 staff; multi million dollar budget. Also, I have
built a home in WNC; owned land pulled permits in WNC. Also, I acted as my own
general contractor in remodeling a condo in Florida after 2 floods.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to the background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee meeting is important and accordingly, I further understand that if my attendance is less than the standards established for any body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any

Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior in any consideration for re-appointment (or future appointment) to any Board/Commission/Committee.

Signature: Ima H. Boelen Date: 2/21/2024

.....
Office Use Only:

Date Received: 2-22-24

760577 ~~8736~~
8736 012 pencil

Date Forwarded to Council: 3/4/24

MEMORANDUM

TO: Mayor & Council

FROM: Mark Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager
Eric Rufa, Planning & Zoning Director

DATE: 2/27/2024

SUBJECT: Proposal for consulting services from Retail Strategies



Background:

Town staff recently met with a firm called Retail Strategies. This is a firm that provides consulting services for communities that are seeking assistance in creating a retail recruitment strategy. They have submitted the attached proposal for Council's consideration for the Town Center project. Town staff will provide additional background on this item at the Agenda Review meeting.

Recommendation:

This is an information only item at this time. A recommendation for action on this item will be brought forward at the April meeting.

Attachments:

1. Retail Strategies - Retail Recruitment Consulting Proposal Fletcher NC



retail strategies

Strictly Private & Confidential

Pricing Valid for 60 Days



Retail Recruitment Consulting Partnership Town of Fletcher, North Carolina

Presented to

Mark Biberdorf, Town Manager

February 21, 2024

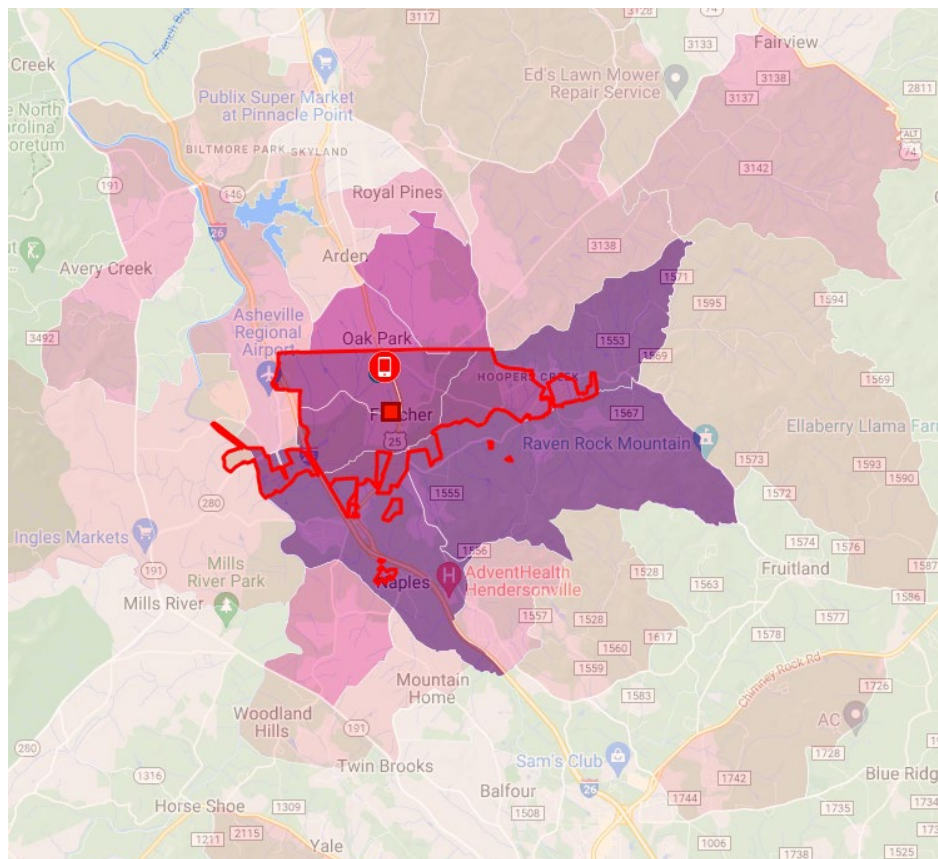
Opportunity in Fletcher

In a preliminary analysis, we identified a custom trade area of 70,000+ consumers in Fletcher, far beyond your municipal boundaries. Utilizing mobile data collections, we can determine who is coming into Fletcher to live, work, shop, play and eat (darker the color = more dense area of shoppers).

By partnering with Retail Strategies, you can reclaim some of your annual retail leakage leaving the Town each year including:

- \$40 million general merchandise
- \$30 million grocery
- \$ 4 million clothing
- \$ 4 million restaurants

This shows a tremendous opportunity to recruit development and businesses to the Town to keep dollars local and improve quality of life for residents.



About Us

Retail Strategies is the national expert and must trusted partner in recruiting businesses on behalf of communities.

Retail Strategies' mission is to provide real estate expertise, tools, and human effort that position deserving communities as alluring locations for recruiting and retaining businesses.

Our expertise includes over 150 collective years of retail real estate experience and 40 licensed Commercial Real Estate professionals. We have a track record of success to aggressively execute a tailored strategy to attract retailers, restaurants and hotels for our Clients across the United States.

Retail Strategies has been honored with "Best Places to Work", "Who's Who of Commercial Real Estate", "CEO of the Year", "Top 40 Under 40" and "Top 100 Influencers in Real Estate."

Our activities pay a return in taxes, add jobs, and add businesses that enhance the unique qualities of your community. Retail Strategies' network of contacts within the retail and real estate industry (over 9,000 businesses) will be put to work for you.

Industry Leaders

- 150 years of retail real estate experience
- 40 licensed commercial real estate professionals
- Direct connections to retailers & developers
- Proactive, hands-on approach

Industry Involvement



IN THE NEWS

ICSC Names Lacy Beasley to Board of Trustees



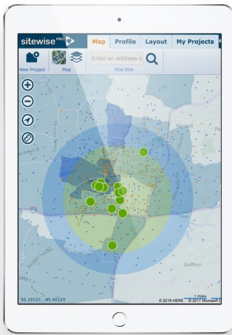
Lacy Beasley, President of Retail Strategies, was appointed to **ICSC's Board of Trustees** for an initial three-year term. She was one of 16 new trustees added to the board, and one of only two members representing the **public sector**.

The board provides input in helping **ICSC** achieve its goal of serving its more than 70,000 members globally by proactively advocating and communicating the critical social, civic, and economic role played by the retail real estate industry across the world.

Lacy has cemented herself as a go-to source in the commercial real estate world, developing a niche working with municipalities on their retail development strategies.

Discover: Market Analysis

discover



The process begins with market analysis. We take the deep dive into data, advanced analytics, and proprietary tools we developed to uncover and define the potential in your community.

Retail Strategies' industry-trusted data providers are used by national retail, pharmacy, grocery, and restaurant brands.

This data consistently delivers the highest level of accuracy and allows our team to provide the deepest, most reliable information possible to our Clients.

Real Estate Analysis

A real estate study that identifies opportunities for strategic focus properties, underutilized assets, development zones, and redevelopment zones.

Mobile Data Collection

An industry-leading report which utilizes cell phone data to identify the location of consumers that visit a defined shopping area.

Trade Area Identification

By utilizing mobile data, analytics and real estate acumen, we identify consumer opportunity, demand & shopping patterns.

Gap Analysis

Examining the market supply and market demand (leakage and surplus) within the trade area to uncover the categories of retail desired by your community.

Retailer Void Analysis

Identifying businesses that have entered similar communities but have not yet entered your market.

Peer Community Analysis

Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective.

Business Recruitment Categories

After reviewing key demographic information, we deliver a list of priority business categories for recruitment and/or expansion that will elevate your community.

Psychographic Analysis

Tapestry Lifestyles define the type of consumers by demographics, consumer preferences, expenditures, and cultural ideals through psychographic profiles.

Consumer Spending Patterns

Drilling down into each retail segment to identify and understand your consumers' spending patterns.

Discover: Real Estate Analysis

discover

Real Estate is the key to every business expansion.

Retail Strategies features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.



Our team of licensed real estate professionals come to your community for a Boots on the Ground analysis of the market and view and inventory properties, sites and buildings.

We uncover underutilized real estate assets and identify sites and properties:

- short and long-term development
- Redevelopment
- highest and best use
- vacancies to be filled

Your dedicated team will identify and conduct outreach to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market.

Retail Strategies is the only retail consulting firm that is also a real estate development and brokerage firm. With over 40 licensed commercial real estate professionals, you benefit from this depth of real estate expertise.



Connect: Retail Recruitment

connect

Retail Recruitment Strategy & Plan

At the end of our Discovery process - we combine your data, analytics, real estate, and community vision to create your Retail Recruitment Plan and Strategy.

This 70+ page document highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects where our team of experts will perform outreach to match your real estate and market opportunities.

Retail Strategies will present the Plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, we will send an electronic file and printed and bound copies of the Plan.



Community Marketing Guide

You will receive a customized Marketing Guide that highlights critical market intelligence, data, real estate information, and advanced analytics to illustrate the top facts that position you for economic growth.

These flyers can be printed and/or uploaded to your website.



Connect: Retail Recruitment

connect

Marketing & Outreach

This is where we take the information we have collected for your community, package it in the appropriate format, and begin highlighting opportunities in your community.

We become an extension of your team – your real estate consultants that are promoting your opportunities in the industry.

Retail Strategies will reach out to property owners, brokers, developers, retailers, restaurants and industry players to connect the dots to your market.

Continue to provide information throughout our partnership to help us define the opportunities in your community.



Conference Representation

Our team attends more than a dozen retail real estate conferences including ICSC, ICSC Recon and RetailLive!

Retail Strategies attends these shows to meet with industry leaders and market your opportunities.

At conferences, we set up meetings with targeted retailers, restaurants, brokers, and developers on your behalf.

Following the conference, you receive an update on who we met with, what was said, and what our next steps are for your community.



Advance: Reporting & Collaboration

advance

Communication is the key to our partnership.

We work to ensure that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Throughout our partnership, we report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a “no” as we can from the “yes”.

We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients.

This platform is username and password protected and keeps our partnership organized.

Communications and recaps are stored in Basecamp for you to access at any time.



Retail Trends & Access

Retail is constantly evolving and changing. Every day we are processing new information and converting it into insights for our Client Communities.

Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.

As clients, you can have access to our invaluable research tools and subscriptions.



Deliverables

advance

Proven Process = Proven Results

Data & Analytics

A complete market analysis that will empower community leaders and give credibility when speaking with the retail and real estate industry and your community.



Real Estate Analysis

Retail Strategies licensed real estate professionals will conduct a building and business inventory to help create a plan of action for available retail sites in your market.

Recruitment Plan

A thorough analysis of your trade area, real estate assets, and prospective businesses that will thrive in your market.



Marketing Guide

These customized marketing guides highlight critical market intelligence, data, real estate, and advanced analytics to illustrate the top facts that position your community for economic growth.

Outreach & Marketing

Pro-active retail recruitment to a minimum of 30 retailers, restaurants, brokers and/or developers each year to market the uniqueness and opportunity of your community, overcome objections, and advance your economic efforts.



Conference Representation

Retail Strategies will represent your community to targeted retailers, restaurants, brokers, and developers. After the conference, you receive an update on who we met with, what was said, and what next steps.

Investment

Our services will help reduce retail leakage, pay a return in sales taxes, add jobs, increase property taxes, and add businesses that enhance the unique qualities of your community.

Service	Annual Investment
Retail Recruitment Consulting	\$45,000

Pricing valid for 60 days

Retail Strategies' agreements are defined prices for three years of service to protect you from any future price increases.

The Client will have the option to extend or discontinue the agreement each year and is not locked in for multiple years of service. Future year pricing will be discussed during our partnership.

Real estate deals take up to 18-36 months on average and the seeds we plant in year 1 often cannot come to fruition until year 2 or 3.

The total fee for completion of work is due upon execution of agreement.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work. One trip to Client is included in pricing. Any additional travel will be approved by the Client (not to exceed \$1,000 per trip).

American Rescue Plan

Our services are eligible uses of the American Rescue Plan (ARPA) funds that the Town is receiving and are an investment back into the community.

RETAIL STRATEGIES

Success Stories

North Carolina Statewide Economic Impact

- Estimated \$4 M Annual Sales Tax Collections
- 2,100+ Full And Part-Time Jobs
- 100+ New Businesses

ALBEMARLE, NC

\$23.4M Annual Sales and **\$468,980** County Retention. **185 jobs** from Dickey's BBQ, East Coast Wings and Grill, Farmer's Furniture, Hwy 55, Ollie's Bargain Outlet, Petsmart, Chick-fil-a, Verizon and Roses Express.



LUMBERTON, NC

\$15.3M Annual Sales and **\$306,840** County Retention. **145 jobs** from Jimmy John's, Mattress Firm, Panera Bread, PetSense, Popeyes, Hobby Lobby and Ollies Bargain Outlet.



SHELBY, NC

\$61.8M Annual Sales and **\$1.2M** County Retention. **125 jobs** from Checkers, Firehouse Subs, Jimmy Johns, Great Clips, Bargain Hunt, Ingles and Lidl.



WAKE FOREST, NC

\$21.7M Annual Sales and **\$435,240** County Retention. **167 jobs** from Chipotle, AT&T, Which Wich, BurgerIM, Firehouse Subs, Culver's, Kay Jewelers, Tropical Smoothie Café, First Watch, Chronic Tacos and Freddy's Frozen Custard.



Total Impact to Date - North Carolina

\$4 million in sales tax collections, **2,100** new jobs & **100+** new businesses

RETAIL STRATEGIES

Success Stories

GREENVILLE, NC

\$41.8M Annual Sales and **\$296,060** in County Retention. **298 jobs** from Bad Daddy's Burger Bar, Dunkin', Jack Brown's Beer and Burger, Tropical Smoothie Café, Marshall's, Sola Salon, Publix and Orange Theory Fitness.



WILSON, NC

\$9.4M Annual Sales and **\$189,860** County Retention. **102 jobs** from Dominos, Farmer's Furniture, Harris Teeter Gas, Jimmy Johns, Sam's Carwash, Smithfield's Chicken 'N Bar-B-Q and Wendy's.



LEXINGTON, NC

\$8M Annual Sales and **\$160,100** County Retention. **79 jobs** from Marco's Pizza, PetSmart, Chick-Fil-A and Planet Fitness.



MORGANTON, NC

\$31.4M Annual Sales and **\$629,500** County Retention. **85 Jobs** from Rural King, Buffalo Wild Wings, Food Matters and Workout Anytime.



Total Impact to Date - North Carolina

\$4 million in sales tax collections, **2,100** new jobs & **100+** new businesses

RETAIL STRATEGIES

Success Stories

Laurinburg, NC – Retail Recruitment Wins

Brand	Avg Annual Sales/store (estimate)	Avg New Jobs/store (estimate)
Biscuitville	\$1,900,000	20
Firehouse Subs	\$891,000	15
Popeye's	\$1,612,787	15
Starbucks	\$9,300,000	20
Burkes Outlet	\$1,800,000	20
Harbor Freight	\$5,500,000	20
Planet Fitness	\$1,560,000	15
Hardee's	\$1,197,000	15
Chick-fil-A	\$8,700,000	35
Dunkin	\$1,056,000	15
Freddy's	\$1,758,000	15
Five Below	\$2,400,000	25
Total	\$37,674,787	230



“Not only does Retail Strategies provide demographic data, marketing tools, and legitimate prospects, but they also perform the actual recruitment outreach. They have established relationships with regional and national retail brands, local real estate brokers, and developers.

It is nice to have an expert (with a track record) representing our city at trade shows as well as key meetings here in Laurinburg. Because of Retail Strategies, our city welcomed new businesses such as Chick-Fil-A and added over 100 new jobs!”

Charles Nichols, City Manager Laurinburg, NC

Total Impact to Date - Laurinburg, NC

\$37+ million in retail sales collections, 230 new jobs & 12 new businesses

Success Stories

Albemarle, North Carolina

Over the past seven years, 11 regional and national retailers have moved to Albemarle, resulting in more than 200 new jobs and just under \$27 million in total investment.

After remaining stable for many years, sales tax revenue has increased by more than 43% from 2014 to 2020 and the retail businesses have also increased revenues for the city's electric, water and sewer operations.

Retail Strategies helped recruit to Albemarle:

- Dickey's BBQ, created 10 jobs
- East Coast Wings and Grill, created 20 jobs
- Farmer's Furniture, created 5 jobs
- Highway 55 Burgers, Shakes and Fries, created 20 jobs
- Ollie's Bargain Outlet, created 30 jobs
- PetSmart, created 29 jobs
- Chick-fil-A, created 36 jobs
- Verizon, created 10 jobs
- Rose's Express, created 25 jobs
- Harbor Freight, created 15 jobs
- Planet Fitness, created 10 jobs

Total Impact to Date - Albemarle, NC

327+ million in retail sales collections, 200 new jobs & 12 new businesses

MEMORANDUM



TO: Mayor and Council

FROM: Mark Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager

DATE: 2/28/2024

SUBJECT: Use of Town Owned Property for Industrial Purposes

Background:

The Town has listed for sale a portion of its property near the Meritor plant for industrial purposes. This listing is with the Henderson County Partnership for Economic Development. There has been a question about whether the Town wants to continue to list this property for industrial purposes and whether the listing price is still current.

Recommendation:

It is recommended that Town Council consider removing this property for sale.

Attachments:

1. Memo 2 meritor
2. 19-0807 - Area Determination Base-Layout1
3. 21-341SE-4454-1 Rockwell Drive Land Fletcher NC

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager 

COPY TO: Heather Taylor, Assistant Town Manager

DATE: February 28, 2024

SUBJECT: Portion of Town Owned Property Near Meritor Listed for Industrial Development

The Town has had listed for industrial development purposes a portion of its property across from Meritor. It is a 6.76 acre area out of the 91 acre parcel that fronts on Rockwell Road. A map of this area is attached for Council's information. The listing price is \$570,000 and it has been listed on the Henderson County Partnership for Economic Development's website for over two years. There have been limited inquiries on the property since that time.

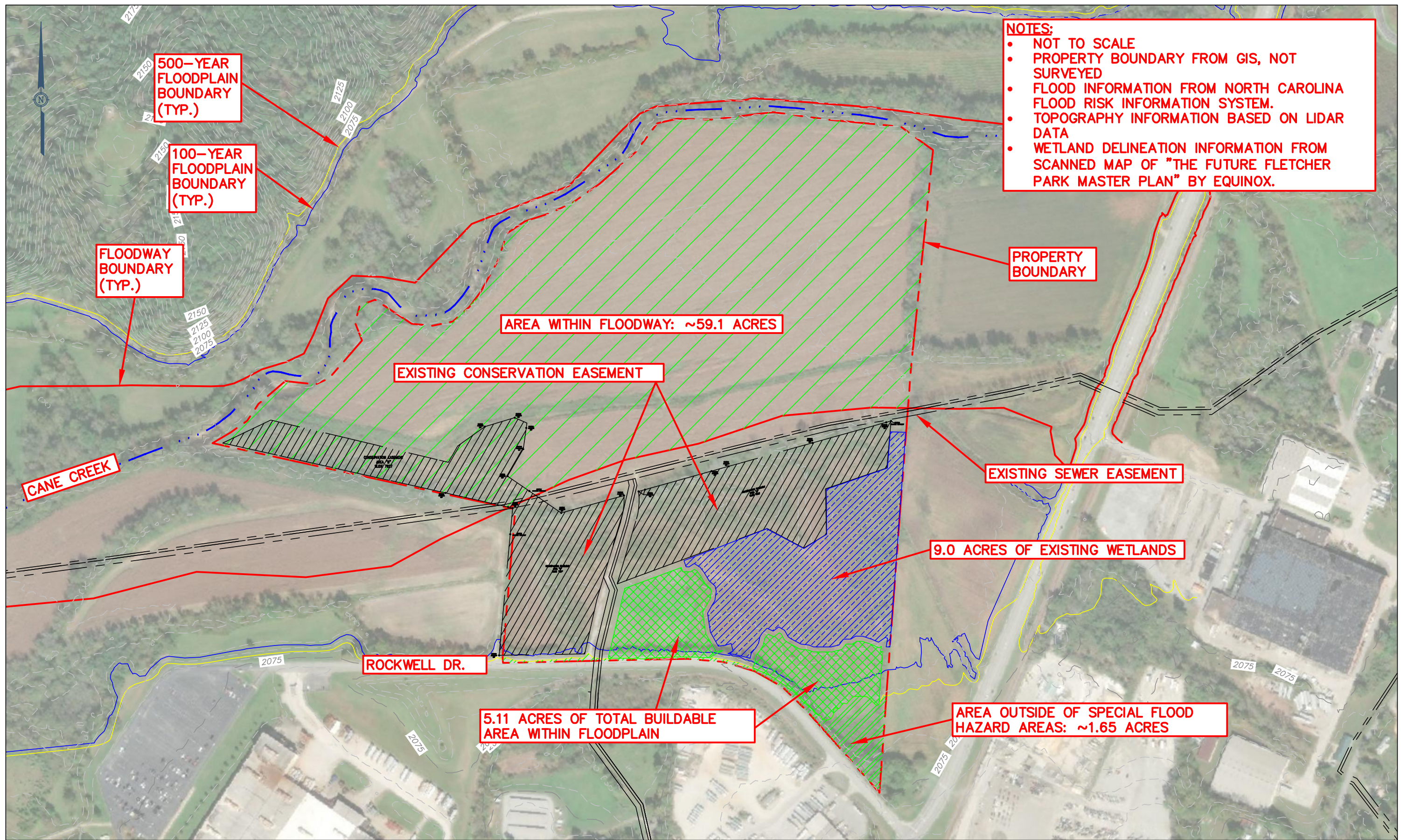
This past week I was contacted by Brittany Brady with the Partnership regarding an inquiry from a manufacturer about the Town's property. She wanted to know if the Town was still interested in selling this property and if the asking price was still good. Our appraisal information is now over two and a half years old and may need to be updated. I have attached a copy of the appraisal for Council's information.

I would also like to have a discussion with Council about whether or not the Town should continue to list this property. There have been very few inquiries from manufacturers about this site. Further, as previously discussed with Council, there is the possibility that this area could be used for the relocation of Public Works and Parks & Recreation Maintenance. There is also the potential for additional recreational improvements on the property.

I will be prepared to discuss this in greater depth at the Agenda Review meeting. If Council should have any questions in advance of the meeting, please let me know.

MEB/meb

Attachments



APPRAISAL REPORT

91.74 ACRES
NORTH SIDE OF ROCKWELL DRIVE, APPROXIMATELY
200 FEET NORTHWEST OF HENDERSONVILLE ROAD
FLETCHER, NORTH CAROLINA 28732
CBRE FILE NO. 21-341SE-4454-1

CLIENT: TOWN OF FLETCHER

Date of Report: June 16, 2021

Mr. Mark E. Biberdorf
TOWN OF FLETCHER
300 Old Cane Creek Rd
Fletcher, North Carolina 28732

RE: Appraisal of: 91.74 Acres
North Side of Rockwell Drive, Approximately 200 Feet Northwest of Hendersonville Road
Fletcher, Henderson County, North Carolina
CBRE, Inc. File No. 21-341SE-4454-1

Dear Mr. Biberdorf:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a single tax parcel that contains a total of 91.74 acres (3,996,194 square feet) of vacant land. The subject is located on the north side of Rockwell Drive, approximately 200 feet northwest of its intersection with Hendersonville Road in Fletcher, North Carolina. The majority of the subject is impacted by the FEMA floodway, a conservation easement, and wetlands. None of these impacted areas can be developed. Based on information provided to us, the subject contains 5.11 acres of land located within the 100-year floodplain, which could be raised above floodplain elevation and developed, with an additional 1.65 acres located outside of all flood hazard, wetland, and conservation easement areas that could also be developed as is. This indicates that the subject contains 6.76 acres of developable land area, with the remaining 84.98 acres considered limited utility land.

As of the inspection date of this report, the subject is zoned R-1, which does not allow for any industrial development, aside from agribusiness. As the subject is currently owned by the Town of Fletcher, and based on our discussions with ownership, the subject will be rezoned to allow for manufacturing use in the immediate future, similar to the C-1 or C-2 zoning.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Land Value	Fee Simple Estate	June 10, 2021	\$1,110,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

As of the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

Mr. Mark E. Biberdorf

June 16, 2021

Page 3

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Jay S. Navarro, MAI, as agent for CBRE Inc.
North Carolina Certification No. A7861

Phone: 864.527.6031
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M. Donald Poore, MAI, as agent for CBRE Inc.
North Carolina Certification No. A1084

Phone: 678.409.5789
Fax: 704.331.1259
Email: don.poore@cbre.com

Certification

We certify 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 or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. 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.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. 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 the requirements of the State of North Carolina.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, M. Donald Poore, MAI, and Jay S. Navarro, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
11. Jay S. Navarro, MAI has, while M. Donald Poore, MAI has not made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the persons signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.

14. Jay S. Navarro, MAI and M. Donald Poore, MAI, have not provided appraisal services regarding the subject of this report within the three-year period immediately preceding acceptance of this assignment.




Jay S. Navarro, MAI
North Carolina Certification No. A7861




M. Donald Poore, MAI
North Carolina Certification No. A1084

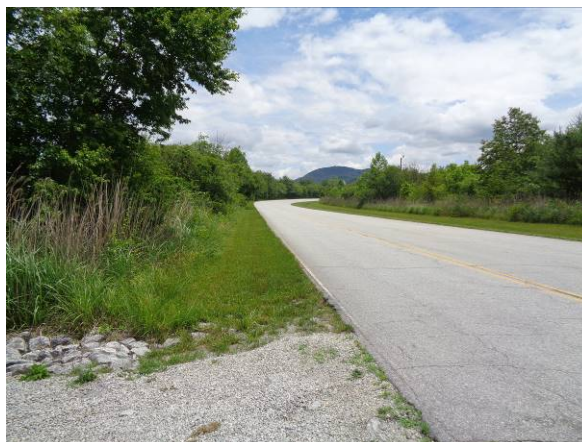
Subject Photographs



Aerial View



View of Frontage Along Rockwell Drive



View of Frontage Along Rockwell Drive



View of Subject



View of Subject



View of Subject



View of Subject

Executive Summary

Property Name	91.74 Acres	
Location	North Side of Rockwell Drive, Approximately 200 Feet Northwest of Hendersonville Road Fletcher, Henderson County County, NC 28732	
Parcel Number(s)	9652452928	
Client	Town of Fletcher	
Highest and Best Use		
As If Vacant	Industrial	
Property Rights Appraised	Fee Simple Estate	
Date of Report	June 16, 2021	
Date of Inspection	June 10, 2021	
Estimated Exposure Time	6 - 12 Months	
Estimated Marketing Time	9 - 12 Months	
Gross Land Area	91.74 AC	3,996,194 SF
Developable Land Area	6.76 AC	294,466 SF
Limited Utility Land Area	84.98 AC	3,701,729 SF
Current Zoning	R-1	
Buyer Profile	Developer	
VALUATION	Total	Per Acre
Land Value	\$1,110,000	\$12,099

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Land Value	Fee Simple Estate	June 10, 2021	\$1,110,000
Compiled by CBRE			

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- As of the inspection date of this report, the subject was zoned R-1, which does not permit most industrial uses. Based on our discussions with ownership (the Town of Fletcher), the subject will be rezoned in the near future to C-1 or C-2 or another similar classification, which will allow for light industrial use.
- The use of these extraordinary assumptions may have affected the assignment results.

¹ The Appraisal Foundation, USPAP, 2020-2021

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.” ²

- None noted.

OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
Item	Current
Current Ownership	
Owner:	Town of Fletcher
Seller:	Meritor Heavy Vehicle Systems, LLC
Purchase Price:	No consideration
Transaction Date:	Apr 2, 2001
Sale in Last 3 Years?:	No
Legal Reference:	Deed Book 1056, Page 702
County/Locality Name:	Henderson County
Comments:	See comments below
Pending Sale	
Under Contract:	No
Current Listing	
Currently Listed For Sale:	No
Compiled by CBRE	

The subject was donated to the Town of Fletcher from Meritor Heavy Vehicle Systems in April 2001 in exchange for not annexing their adjoining manufacturing plant into the town.

CBRE is unaware of any arm’s length ownership transfers of the property within three years of the date of appraisal. Further, the property is not reportedly being offered for sale as of the current date.

EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure/marketing time information from the PwC Real Estate Investor Survey; and

² The Appraisal Foundation, USPAP, 2020-2021

- the opinions of market participants.

Our valuation is predicated on a buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. The COVID-19 pandemic has resulted in logistical constraints on property transactions such as inability to travel for due diligence/tours and closing of municipal agencies for closing/recording sale transactions. In addition, some buyers and sellers have paused or postponed transacting amid the pandemic. As of the effective date of this appraisal, this has extended the reasonable time period in which the subject could be brought to market and sold.

In light of the COVID-19 pandemic and prevailing market conditions, we would anticipate a longer marketing period relative to the exposure period. The following table presents information derived from various sources and our conclusion.

EXPOSURE/MARKETING TIME DATA				
Investment Type	Exposure/Mktg. (Months)			
	Range			Average
PwC Warehouse				
National Data	1.0	-	15.0	4.8
Local Market Professionals	6.0	-	12.0	9.0
CBRE Exposure Time Estimate			6 - 12 Months	
CBRE Marketing Period Estimate			9 - 12 Months	
Various Sources Compiled by CBRE				

Due to the COVID-19 pandemic, we anticipate that exposure and marketing times will be toward the upper end of the range.

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Scope of Work

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

INTENDED USE OF REPORT

This appraisal is to be used for internal use and no other use is permitted.

CLIENT

The client is the Town of Fletcher.

INTENDED USER OF REPORT

This appraisal is to be used by the Town of Fletcher. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

³ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), 40.

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents Fee Simple Estate as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

The extent of the inspection included the following: Jay S. Navarro, MAI conducted an on-site inspection on the effective date of this appraisal.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	An ALTA survey was requested, but one was not available. As a result, we have relied on a mixture of wetland surveys and our GIS measurements, which we assume to be correct
Other	
Floodplain	FEMA
Zoning	Town of Fletcher
Compiled by CBRE	

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or

proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

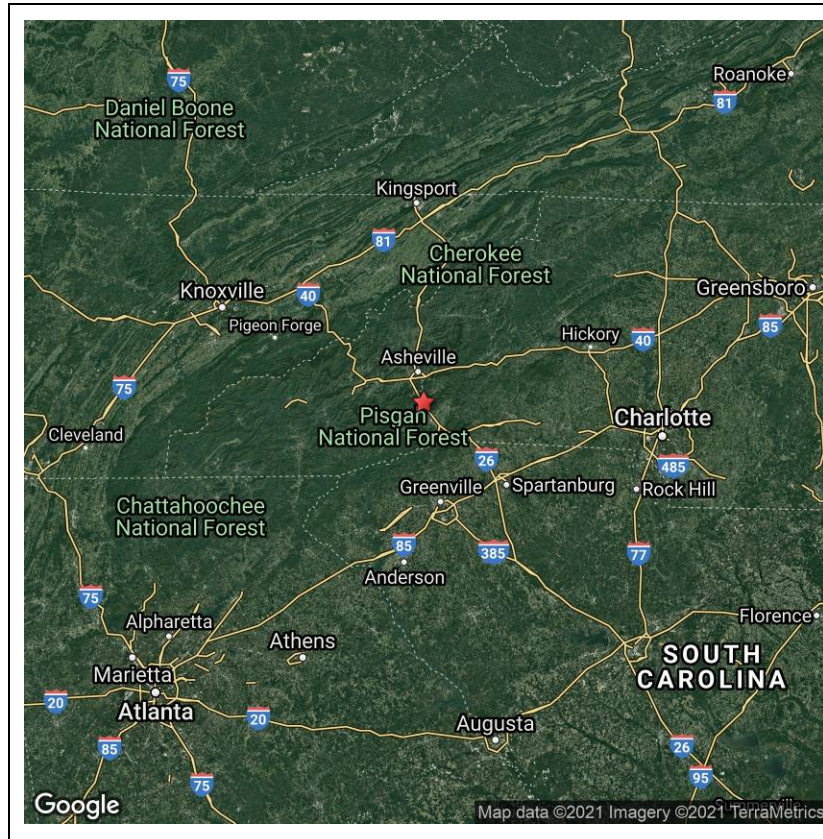
The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable, and the extraction method does not reflect market considerations.

For the purposes of this analysis, we have utilized the sales comparison approach as this methodology is typically used for similar sites that are feasible for immediate development. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

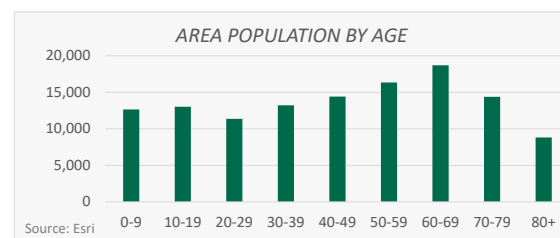
Area Analysis



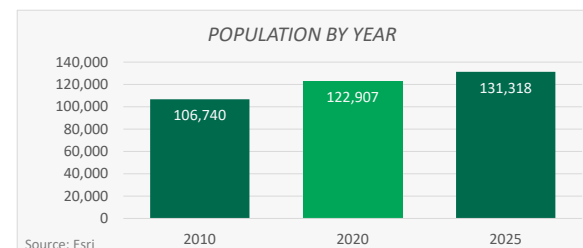
The subject is located in Henderson County. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 122,907 and a median age of 48, with the largest population group in the 60-69 age range and the smallest population in 80+ age range.



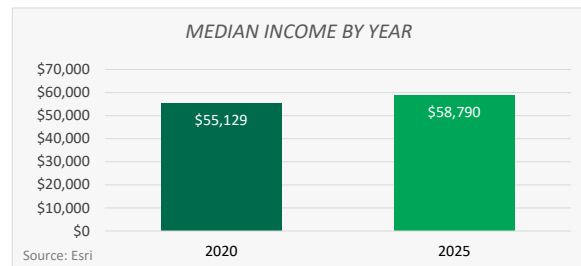
Population has increased by 16,167 since 2010, reflecting an annual increase of 1.4%. Population is projected to increase by an additional 8,411 by 2025, reflecting 1.3% annual population growth.



Source: ESRI, downloaded on Jun, 10 2021

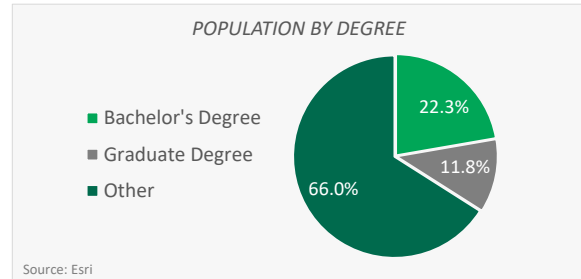
INCOME

The area features an average household income of \$75,355 and a median household income of \$55,129. Over the next five years, median household income is expected to increase by 6.6%, or \$732 per annum.

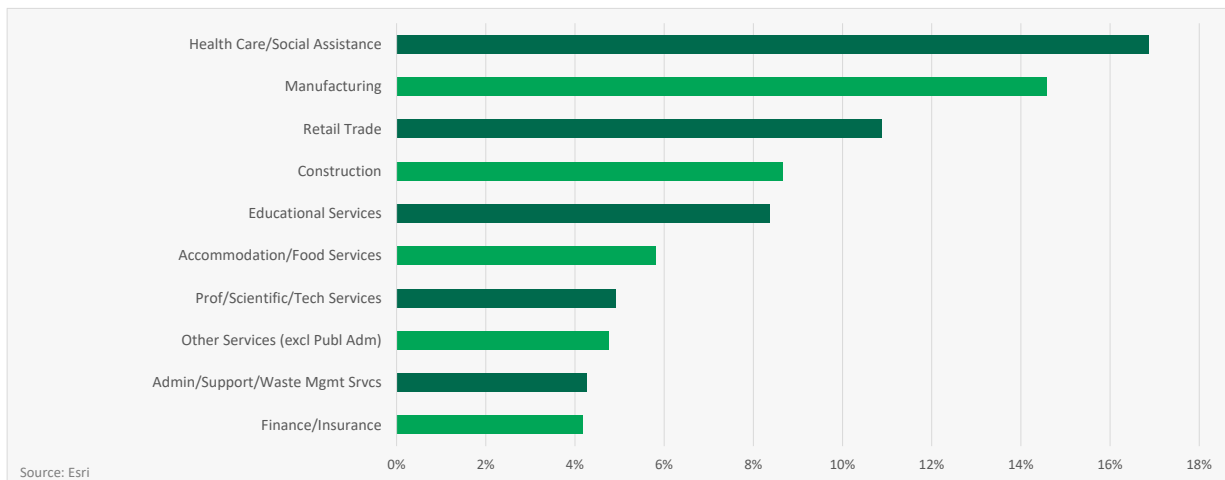


EDUCATION

A total of 34.0% of individuals over the age of 24 have a college degree, with 22.3% holding a bachelor's degree and 11.8% holding a graduate degree.



EMPLOYMENT

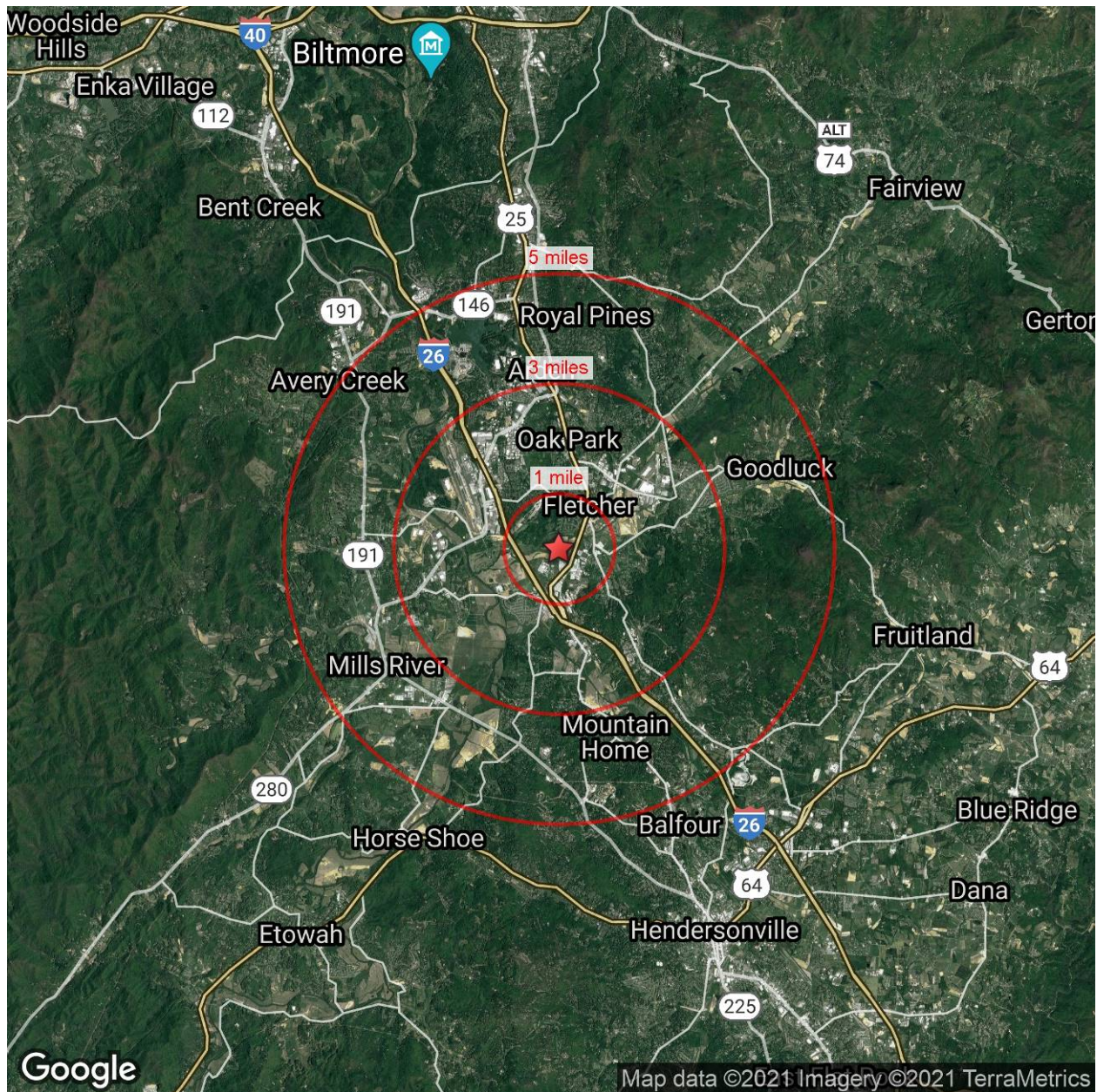


The area includes a total of 53,581 employees and has a 3.6% unemployment rate. The top three industries within the area are Health Care/Social Assistance, Manufacturing and Retail Trade, which represent a combined total of 42% of the population.

Source: ESRI, downloaded on Jun, 10 2021; BLS.gov dated Jan, 0 1900

In summary, the area is forecasted to experience an increase in population and an increase in household income. Lastly, the coronavirus outbreak is expected to cause significant economic disruption in the region. The trajectory of the area's economy and its commercial real estate sector will depend on how widely the virus spreads, and how long containment policies like social distancing need to be maintained. Prior to the coronavirus outbreak, the area had strong economic momentum, and the current report largely reflects the environment before the pandemic.

Neighborhood Analysis



LOCATION

The subject is in the town of Fletcher and is considered a suburban location. The town of Fletcher is situated in northern Henderson County, about 20 miles southeast of the Asheville Central Business District.

BOUNDARIES

The neighborhood boundaries are detailed as follows:

North:	Airport/Christ School Road
South:	N.C. Highway 191
East:	Terrys Gap Road
West:	N.C. Highway 191

LAND USE

Land uses within the subject neighborhood consist of a mixture of industrial and residential/agricultural development. The improvements in the immediate area surrounding the subject consists primarily of industrial uses with much of the development being built during the 1980s and 1990s.

GROWTH PATTERNS

Growth patterns have occurred along primary commercial thoroughfares such as Hendersonville Road (U.S. Highway 25), Airport Road (S.C. Highway 280), Chimney Rock Road (U.S. Highway 64), and Long Shoals Road (N.C. Highway 146).

The major retail developments are mainly located north of the subject, closer to Mills River and the CBD of Fletcher, as well as south of the subject, closer to Hendersonville.

The main industrial users in proximity to the subject include: Meritor, Nature of Stone, Campbell Crane Rental, Southern Concrete Materials, Electrolux, GF Linamar, Pepsi Bottling, Amazon, FedEx Ground, Continental, Empire Distribution, and Jennings Builders Supply and Hardware.

We also note that the subject is located less than six miles southeast of Sierra Nevada Brewing, which is a major demand driver for the area.

ACCESS

Primary access to the subject neighborhood is provided by Interstate Highway 26. Interstate Highway 26 is primarily a four-lane, variable width right-of-way, traversing the neighborhood in a north-south direction. This arterial connects the subject neighborhood with the city of Asheville to the north, and the city of Hendersonville to the south. Secondary access is provided by Hendersonville Road to Rockwell Drive.

The commute to the Fletcher Central Business District is less than five minutes, compared with the commute to Asheville, which is about a thirty-minute drive. The drive to the city of Hendersonville takes about fifteen minutes. The Asheville Regional Airport is located less than 10 minutes from the subject.

DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS					
North Side of Rockwell Drive, Approximately 200 Feet Northwest of Hendersonville Road Fletcher, NC 28732	1 Mile Radius	3 Mile Radius	5 Mile Radius	North Carolina	Henderson County
Population					
2025 Total Population	2,799	22,630	61,000	11,357,303	131,318
2020 Total Population	2,528	20,836	56,274	10,736,879	122,907
2010 Total Population	2,156	16,853	47,741	9,535,483	106,740
2000 Total Population	1,577	12,351	37,214	8,049,313	89,173
Annual Growth 2020 - 2025	2.06%	1.67%	1.63%	1.13%	1.33%
Annual Growth 2010 - 2020	1.60%	2.14%	1.66%	1.19%	1.42%
Annual Growth 2000 - 2010	3.18%	3.16%	2.52%	1.71%	1.81%
Households					
2025 Total Households	1,183	9,188	25,095	4,461,341	55,589
2020 Total Households	1,069	8,472	23,177	4,215,488	52,097
2010 Total Households	909	6,870	19,772	3,745,155	45,448
2000 Total Households	669	4,999	15,329	3,132,013	37,414
Annual Growth 2020 - 2025	2.05%	1.64%	1.60%	1.14%	1.31%
Annual Growth 2010 - 2020	1.63%	2.12%	1.60%	1.19%	1.37%
Annual Growth 2000 - 2010	3.11%	3.23%	2.58%	1.80%	1.96%
Income					
2020 Median Household Income	\$61,945	\$62,269	\$63,480	\$54,889	\$55,129
2020 Average Household Income	\$84,955	\$83,208	\$86,088	\$78,915	\$75,355
2020 Per Capita Income	\$34,948	\$33,809	\$35,439	\$31,145	\$31,959
2020 Pop 25+ College Graduates	573	5,451	16,298	2,400,280	31,268
Age 25+ Percent College Graduates - 2020	32.2%	37.0%	40.0%	32.6%	34.0%
Source: ESRI					

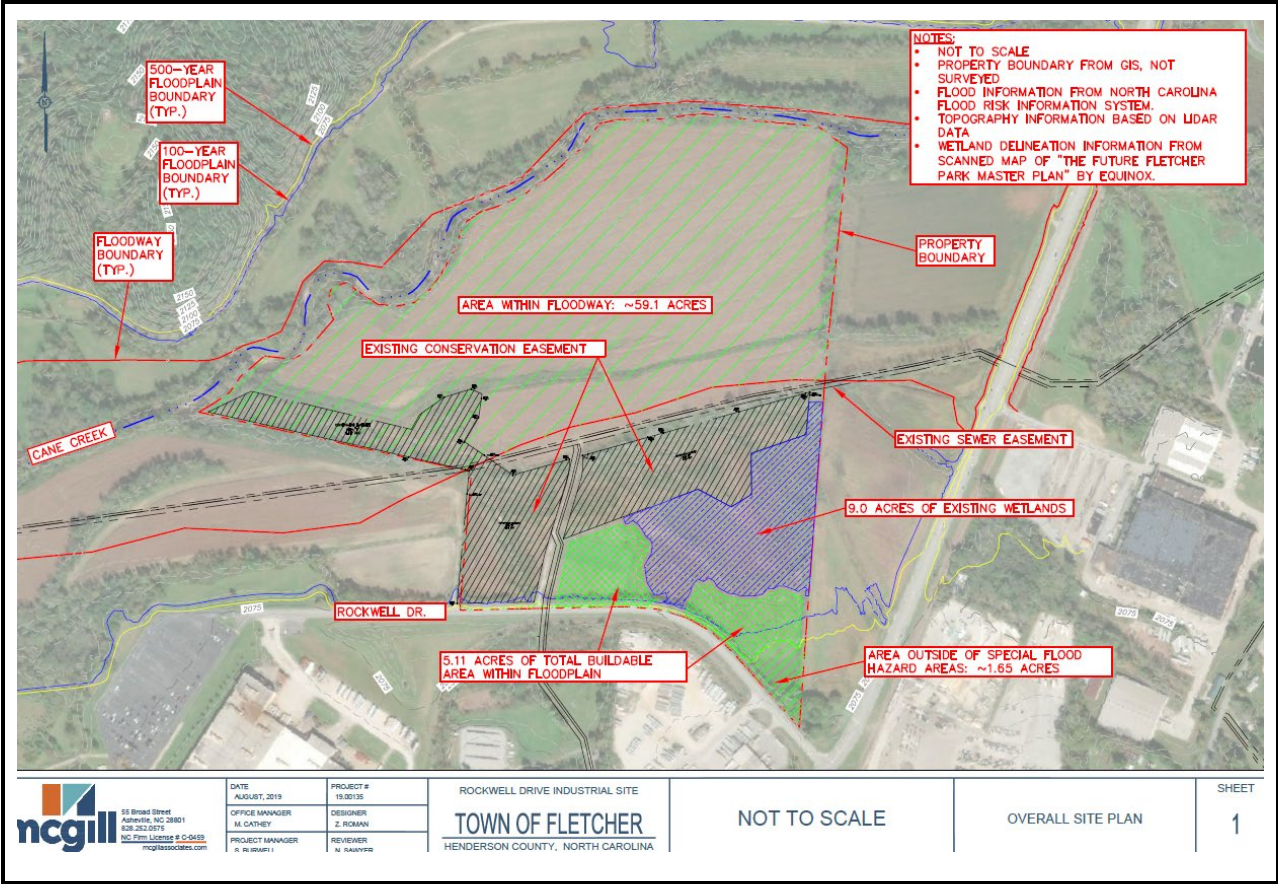
CONCLUSION

As illustrated, the neighborhood has shown above average growth over the past ten years with continued above average growth projected over the next five years. The neighborhood currently has a middle-income demographic profile. The outlook for the neighborhood is for continued growth in the near term, as economic conditions improve. As a result, the demand for existing and proposed developments are expected to follow this pattern.

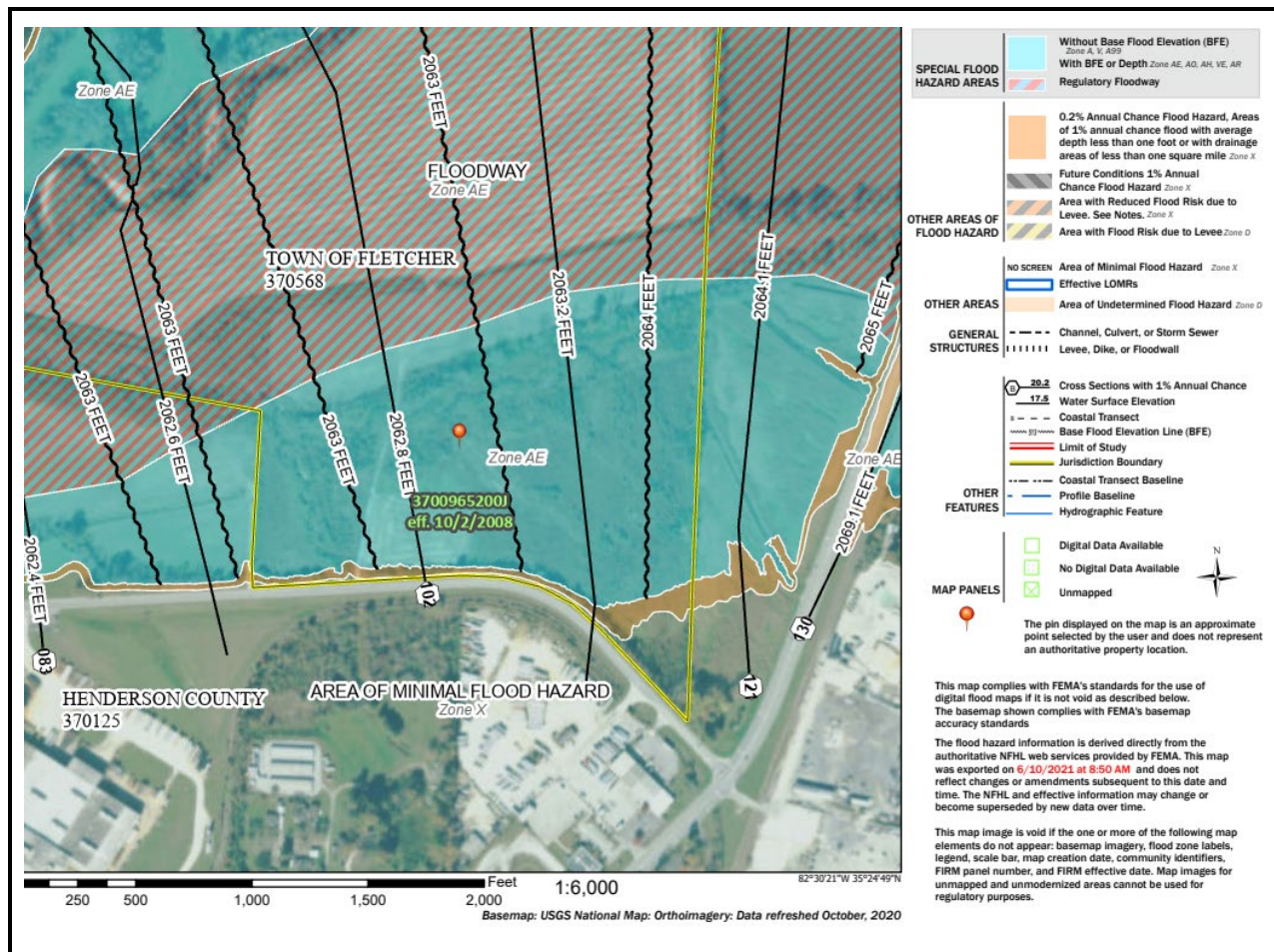
AERIAL MAP



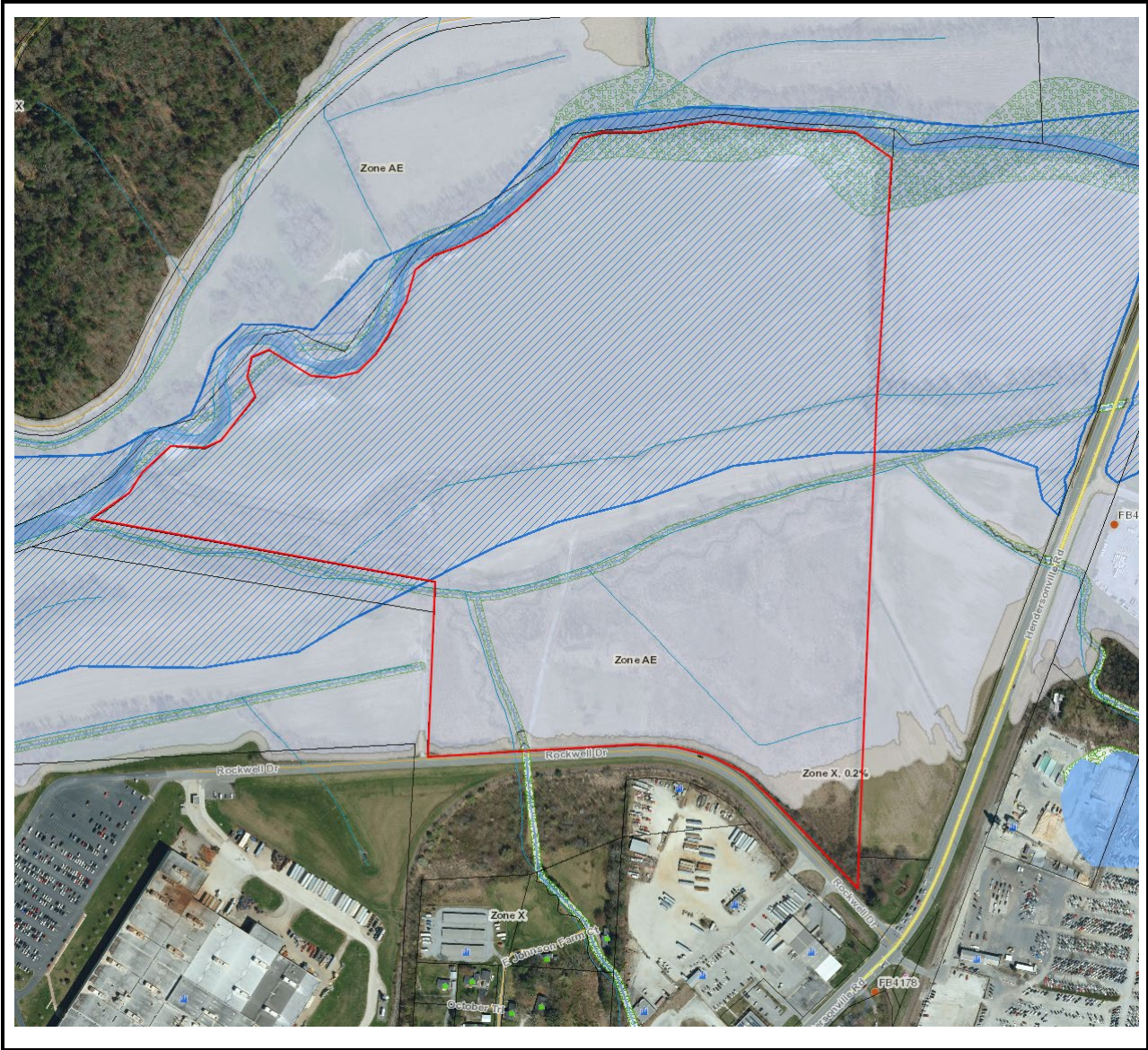
WETLAND SURVEY



FLOOD PLAIN MAP



GIS FLOOD PLAIN MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	91.74 Acres	3,996,194 Sq. Ft.	
Developable Land Area	6.76 Acres	294,466 Sq. Ft.	
Limited Utility Land Area	84.98 Acres	3,701,729 Sq. Ft.	
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Parcel Number(s)	9652452928		
Zoning District	R-1 (Likely Rezoned to M-1)		
Flood Map Panel No. & Date	3700965200J	2-Oct-08	
Flood Zone	Zone AE		
Adjacent Land Uses	Industrial, Vacant Land, and Residential		
Earthquake Zone	n/a		
Comparative Analysis		Rating	
Visibility	Average		
Functional Utility	Below Average (See Comments Below)		
Traffic Volume	Low		
Adequacy of Utilities	Average		
Landscaping	Average		
Drainage	Average		
Utilities		Provider	Availability
Water	Municipal		Yes
Sewer	Municipal		Yes
Natural Gas	Dominion Energy		Yes
Electricity	Duke Energy		Yes
Telephone	Various Providers		Yes
Other		Yes	No
Detrimental Easements			X
Encroachments			X
Deed Restrictions	X		
Reciprocal Parking Rights		X	
Various sources compiled by CBRE			

LOCATION

The subject is on the north side of Rockwell Drive, about 200 feet northwest of its intersection with Hendersonville Road.

LAND AREA

The subject's land area size, as well as areas impacted by floodway, floodplain, wetlands, and conservation easement, was obtained via a site survey provided to us by ownership. There is no excess or surplus land area.

As discussed earlier, the majority of the subject is impacted by the FEMA floodway, a conservation easement, and wetlands. None of these impacted areas can be developed. Based on information provided to us, the subject contains 5.11 acres of land located within the 100-year floodplain, which could be raised above floodplain elevation and developed, with an additional 1.65 acres located outside of all flood hazard, wetland, and conservation easement areas that could also be developed. This indicates that the subject contains 6.76 acres of developable land area, with the remaining 84.98 acres considered limited utility land.

We note that we have considered the limited utility land area to contribute value to the site, as this land could be used to meet zoning requirements (open space, density, setback, etc.) or could also be utilized for recreational or agricultural use. Further discussion regarding this limited utility land area, as well as its contributory value is located later in the valuation section of this report.

SHAPE AND FRONTAGE

The site is irregular in shape and the developable land area has adequate frontage along a commercial thoroughfare within the neighborhood. The shape and frontage of the subject is considered average for the area.

INGRESS/EGRESS

Ingress and egress are available to the developable portions of the site along the northern right-of-way of Rockwell Drive.

Rockwell Drive, at the subject, is an east/west commercial street that has a dedicated width of 35 feet and is improved with one lane of traffic in each direction.

TOPOGRAPHY AND DRAINAGE

The site is generally level and at street grade. The topography of the site is not seen as an impediment to the development of the property, aside from the fact that portions of the subject fall within the FEMA floodway, floodplain, and wetlands, which was discussed earlier.

SOILS

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

EASEMENTS AND ENCROACHMENTS

Based on the site survey provided to us, the subject is bisected by a conservation easement that contains 16.88 acres. This land area cannot be developed. Aside from this easement, there are no other known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

UTILITIES AND SERVICES

The site appears to include all municipal services, including police, fire and refuse garbage collection. All utilities are available to the site in adequate quality and quantity to service the highest and best use.

ENVIRONMENTAL ISSUES

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

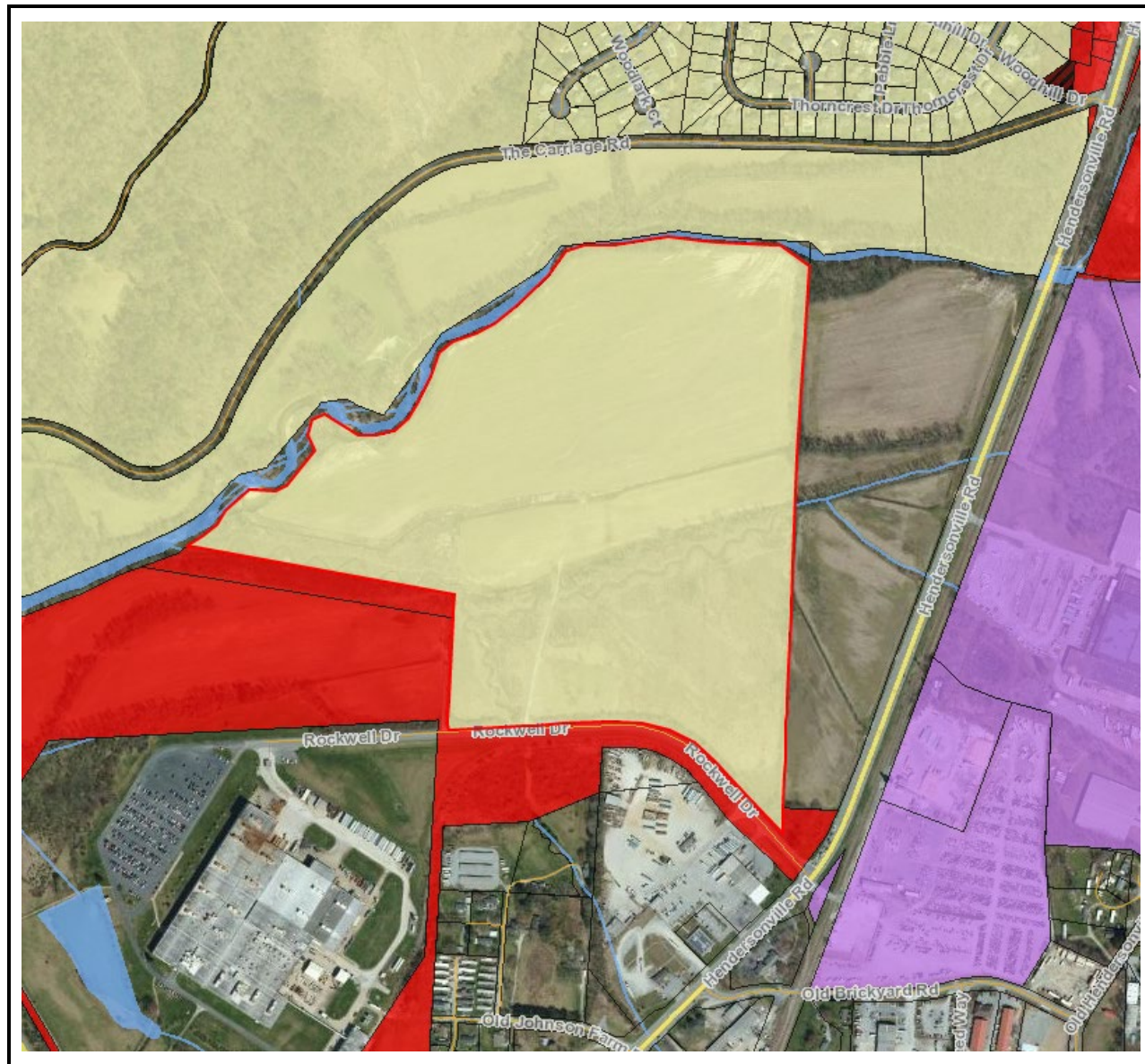
North:	Vacant land and single-family residential
South:	Industrial
East:	Vacant land and industrial
West:	Vacant land

CONCLUSION

The site is generally level, has access to all utilities, and has average roadway frontage with convenient access to major traffic carries in the area, including Interstate 26. However, the majority of the subject is located within the FEMA floodway, floodplain, wetlands, as well as a

conservation easement. This indicates that the subject only contains 6.76 acres of developable land area. Aside from the undevelopable land area, there are no other known issues that would adversely affect the marketability of the subject's developable land area to its highest and best use.

ZONING MAP



Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY		
Current Zoning	R-1	
Legally Conforming	Yes	
Uses Permitted	The Residential Districts are intended for primarily residential purposes. Particularly for the lower-density R-1 and R-2 Districts, these regulations are intended to protect existing single-family neighborhoods in Fletcher from incompatible land uses. It is the intent of the Residential districts to allow for certain types of nonresidential community facilities that would not be detrimental to the residential character of the district. However, industrial use is not allowed.	
Zoning Change	Yes, likely to C-1 or C-2	
Category	R-1	C-1
Minimum Lot Size	None	None
Minimum Lot Width	None	None
Maximum Height	2.5 stories	3 stories
Minimum Setbacks		
Front Yard	20 Feet	0 Feet
Street Side Yard	10 Feet	5 Feet
Interior Side Yard	10 Feet	5 Feet
Rear Yard	15 Feet	15 Feet
Maximum Bldg. Coverage	None	None
Maximum FAR/Density	2 units per acre	None
Parking Requirements	Varies per use	Varies per use
Source: Planning & Zoning Dept.		

As of the inspection date of this report, the subject is zoned R-1, which does not allow for any industrial development, aside from agribusiness. As the subject is currently owned by the town of Fletcher, and based on our discussions with ownership, the subject will be rezoned to allow for light industrial use in the immediate future, similar to the C-1 or C-2 zoning. The C-1 zoning is also reflected in the above table.

ANALYSIS AND CONCLUSION

Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes, and does not include any furniture, fixtures or equipment. The CBRE estimated tax obligation is also shown.

AD VALOREM TAX INFORMATION			
Parcel	Assessor's Parcel No.	Actual 2020	CBRE Estimated 2021
1	9652452928	655,500	655,500
Subtotal		\$655,500	\$655,500
% of Assessed Value		100%	100%
Final Assessed Value		655,500	655,500
General Tax Rate (per \$100 A.V.)		\$0.9010	\$0.9100
General Tax:		\$5,906	\$5,965
Effective Tax Rate	(per \$100 A.V.)	0.901000	0.910010
Total Adjusted Taxes		\$5,906	\$5,965
Source: Assessor's Office			

- The property tax in North Carolina is governed by Subchapter II of Chapter 105 of the General Statutes of North Carolina. (Also known as the Machinery Act). The subject property is taxed in Henderson County.
- The machinery act requires each county to revalue real property (land buildings and other improvements to land) at least every eight years. The act also requires the counties to appraise real property uniformly at its true value in money. True value in money is the "price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller", neither being under any compulsion to buy or sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used. (NCGS 105-283). Henderson County chooses to reassess once every four years.
- In North Carolina, real estate is assessed on a calendar year basis as of January 1st. Corresponding taxes are due in full by December of the year following the actual assessment. State law requires reassessment no less than every eight years, however, counties can adopt a more frequent assessment cycle, if desired. Further properties are assessed on the basis of 100% of market value.
- The subject county was last reassessed in 2019 and the next re-assessment is scheduled for 2023.
- As the subject is currently owned by the Town of Fletcher, the subject is currently tax exempt. However, if it were to sell to an unrelated third party, its tax-exempt status would be terminated. Our Actual 2020 tax burden is calculated based on the subject's actual tax assessment and the 2020 tax rates that would have been applicable to the subject if it were no longer tax-exempt.

- In North Carolina a sale of the subject does not trigger a reassessment of the property. Only a physical change during a reassessment cycle would provide the basis for increase.
- As of the inspection date, the 2021 tax rates for the subject have been released. Based on historical tax rate increases, we have estimated a 1.0% increase for the 2021 tax year.

REVALUATION

During revaluation years, municipalities generally seek to remain 'revenue neutral' – that is, keeping the overall real estate tax receipts by the county in line with the prior year. Often this is achieved by lowering the tax rate to offset generally increasing property values. However, it is very difficult to predict net effects for a single property through a revaluation.

- Revaluation risk is considered in the cap rate for all North Carolina sales comparables that include current or trailing tax expenses in net operating income.

DELINQUENCY

Henderson County did not report any delinquent taxes in public records, and we assume there are no delinquent taxes encumbering the subject.

CONCLUSION

Taxes are estimated at \$5,965 for the 2021 tax year, if the subject sold to an unrelated third party. We are not aware of any delinquent tax bills. For purposes of this analysis, CBRE, Inc. assumes that all taxes are current.

Market Analysis – Macro Analysis

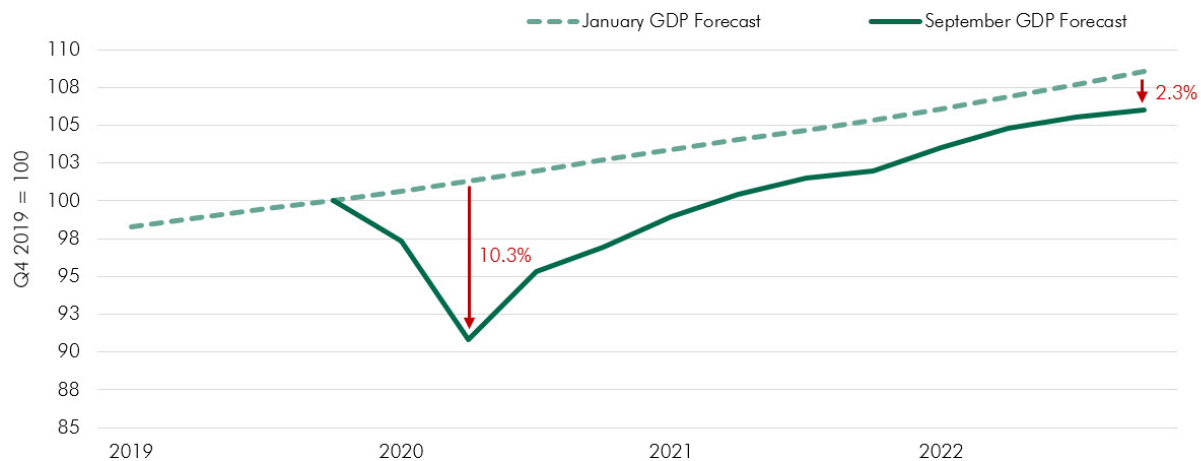
ECONOMIC IMPACT OF COVID-19

As of the current date of value and the date of this report, the nation, region, and market area continue to be impacted by the COVID-19 pandemic. In this section we provide a brief overview of the observed and anticipated impacts of COVID-19 from a macroeconomic perspective based on various CBRE sources. For further and updated information, please visit CBRE's resource center at <https://www.cbre.com/covid-19>.

In this section, we present the "House View" developed by CBRE Econometric Advisors (CBRE-EA). CBRE-EA has revised its global GDP estimates to project significant negative growth in the short term, followed by a relatively rapid recovery in late 2020/early 2021, but with a slightly negative longer-term impact as illustrated below:

COVID-19 WILL HAVE A PERMANENT IMPACT ON GLOBAL GDP

Global real GDP index (Q4 2019 = 100)



Source: CBRE House-View, Oxford Economics, September 2020.

The COVID-19 pandemic brought an abrupt end to a 10+ year economic cycle in the US. Disrupted. As of September 2020, CBRE is anticipating an annual GDP decline of 4.8% followed by an equal 4.8% growth in GDP for 2021 in the US. CBRE-EA is projecting a return to economic growth in Q4 2020 that should lead to a reasonably quick fall in unemployment in the U.S., though not to the level seen just prior to the crisis.

The CBRE estimate for Full-Year GDP Growth and Unemployment rate is shown on the following page as well as forecast from multiple sources.

U.S. ECONOMIC FORECASTS COMPARED

Real GDP growth and headline unemployment rate (%)

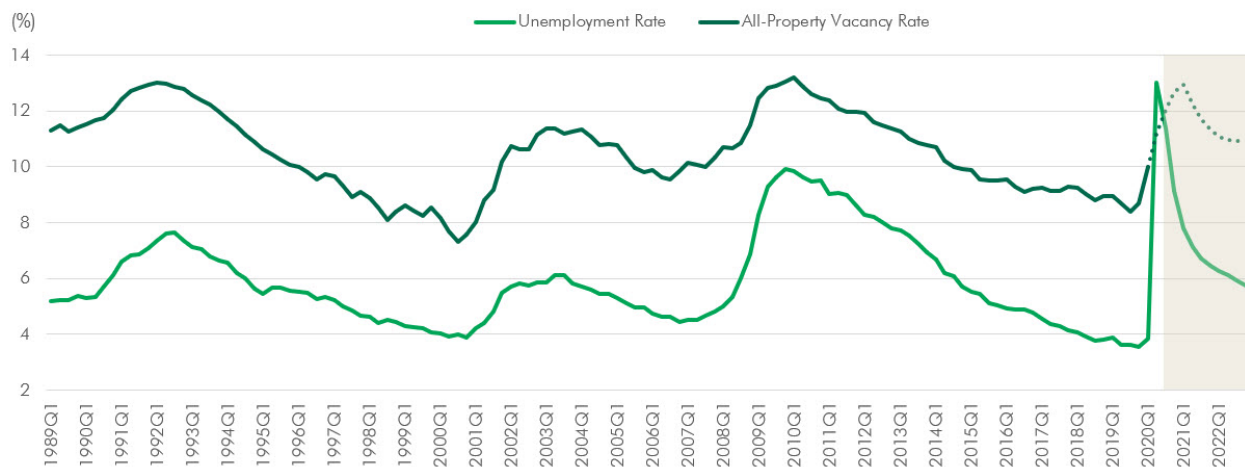


Source: CBRE Research, September 2020.

Unemployment has historically been highly correlated with vacancy; the following chart illustrates historical trends for unemployment and all-property vacancy rates in the U.S.

UNEMPLOYMENT IS HIGHLY CORRELATED WITH VACANCY

U.S. unemployment rate and all-property vacancy rate



Source: CBRE Econometric Advisors, CBRE House-View, Q3 2020.

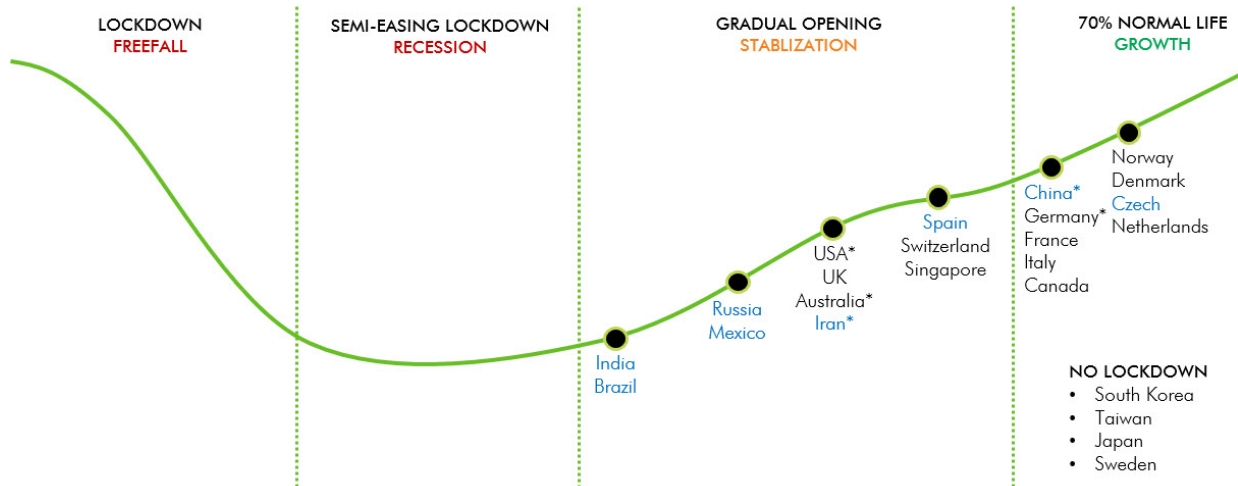
ECONOMIES MOVING OUT OF "LOCKDOWN"

Several countries in Asia and Europe, where the COVID-19 outbreak appears to have peaked, are gradually reopening their economies. While a vaccine has not yet been made available, there are signs of recovery. Since the virus originated in China, they were the first to enter recovery. Recent Q2 figures from China indicate that GDP grew 3.2% in the second quarter compared to

the same time one year ago. This is a clear indicator of how things could evolve in the US, and a rebound in China is likely to impact a number of trade-related channels globally.

ECONOMIES GRADUALLY RETURN TO NORMAL

GDP-lead indicator and lockdown stage comparison



Source: CBRE Research, Google Mobility Index, September 2020.

* Partial re-lockdown re-imposed due to a second-wave increase of cases. Developing economies are marked in blue.

A full recovery is dependent on when the US returns to a sense of “normalcy.” While there has been a gradual easing of restrictions, many across the US continue under work-from-home conditions and many schools remain under remote learning into September. In addition, social distancing and restrictions on large gatherings continue throughout the US. While a surge in cases during the second quarter delayed reopening progress, many states in late September and early October are experiencing reopening of businesses, schools, offices, and restaurants.

KEY TAKEAWAYS & OBSERVATIONS

The following points summarize key points from CBRE-EA and CBRE’s Americas Research:

- The brunt of the impact from COVID-19 has continued to persist. Initial macroeconomic projections for stabilization in Q3 2020 and recovery in Q4 has likely been prolonged due to the rise in cases following initial reopening efforts in Q2 2020.
- Though the labor market remains under significant strain, unemployment across the nation has continued to improve from its April highs. Unemployment is expected to progress its downward trend but may take 24-36 months to fall back to pre-crisis levels.
- The Fed’s role in stabilizing the U.S. economy has been immense, including purchases of corporate debt at levels not seen in the Great Financial Crisis. The Fed’s balance sheet has jumped to over \$7 trillion at the end of September, up from just over \$4 trillion at the beginning of 2020.

- Real estate typically lags macroeconomic indicators and could see a “swoosh-shape” recovery. COVID-19 will impact various industries differently. CBRE-EA is currently anticipating a phased recovery with impacts varying by property type with industrial and multi-family projected to have the quickest recovery followed by office and then retail.
- Capital values are viewed to be broadly resilient over a 24-36 month horizon, with significant variation based on sector, location and profile.
- Pent-up demand and stimulation policy are expected to aid a rapid recovery.
- Commercial real estate debt markets have been evolving rapidly and dramatically since the COVID crisis. Loan spreads then narrowed significantly. Commercial mortgage rates range from 3.5% to more than 4% for most conservatively underwritten deals; value-add and riskier deals are seeing widened spreads and higher overall rates. Adequate capital still exists from banks, life companies and the GSEs, while the CMBS market remains in recovery mode and debt funds vary depending on their capital sources.
- A bounce back is already being seen in Asia Pacific. In China, consumption continued to rebound in Q3, supported by pent up demand exhibited by shoppers emerging from lockdown.
- A post-pandemic reality will emphasize public safety, technology, and optimizing human capital.

MACROECONOMIC CONCLUSIONS

Initially, market participants were expecting a rebound between the second half of 2020 and first half of 2021. However, due to increased cases following initial reopening efforts in Q2 2020, recovery for the US economy has lost momentum; resulting in a potentially prolonged recovery timeline. The pace of the recovery will depend in large part on containment of the pandemic, timing of vaccine or other medical solutions, mandated restrictions and policy responses. Unemployment has continued to improve from its April highs, however, the gap between current and pre-pandemic levels is still immense. Fiscal and monetary supply for the economy have been unprecedented and, together with pent-up demand, are expected to enable a relatively sustained return to normalcy once health-oriented concerns are alleviated. If a second wave of the virus can be managed effectively, high rates of growth can be expected in 2021. A “V” shaped recovery is broadly anticipated for the broad economy, whereas real estate is likely to lag somewhat with a “swoosh” shaped recovery expected. There will be short term disruptions that will impact rent collections, near-term vacancies, rent growth, and lease-up across most property types. The impact and recovery will vary by city and by property type. Overall, market participants are indicating a pause across most sale and lease transactions as buyers and tenants continue to navigate this period of uncertainty.

Industrial Market Analysis – COVID-19 Impacts

The industrial sector has been a bright spot among commercial real estate amid COVID-19 with robust demand broadly evident among occupiers, capital markets and lenders. Overall sentiment in this sector is largely positive or at least cautiously optimistic. Average lease rates have held steady or continued to rise in most markets, and national rental rates hit an all-time high in Q3 2020 according to CBRE Research. The national development pipeline remains strong with solid pre-leasing. Some markets have seen a bifurcation of demand/activity among submarkets or deal profile with inferior product struggling in comparison to new construction or Class A product. Class B/C product may be more impacted given the typical tenant size, credit and overall profile, though this generally has not led to material increases in vacancy nor declining rental rates to date, and some markets are reporting a notable uptick in leasing activity for small bay product recently.

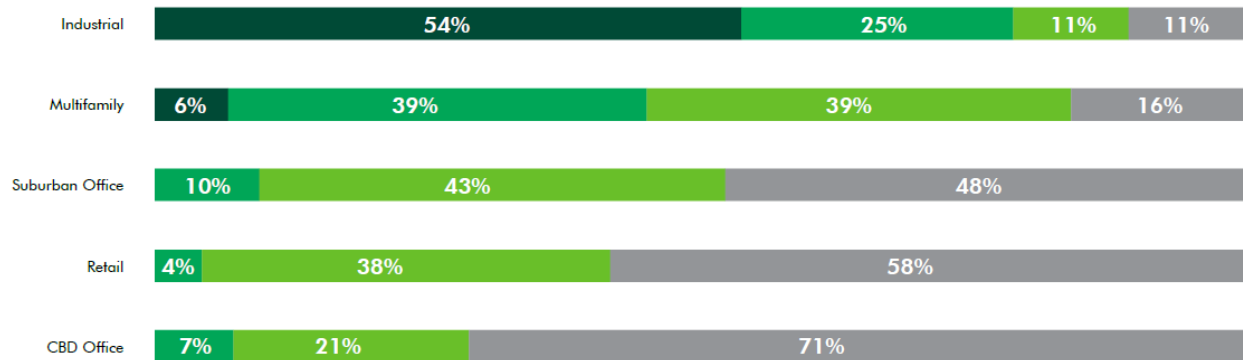
Themes to watch are continued/accelerated growth of e-commerce, increased supply requirements and reactions to the supply chain impacts observed due to COVID-19. There has been strong demand evident from increased inventory requirements both for e-commerce and safety stock, and market participants expect these trends to continue into 2021 and beyond. Initial expectations of significant supply chain changes (e.g. reshoring of manufacturing) have moderated in recent months, and it remains to be seen what impacts this will have, with many now expecting this to play out over several years rather than as an immediate restructuring. Near-term real estate demand will be much more oriented to the source of consumption/end user than the source of supply. Occupier demand has been highest among warehouse/distribution product, particularly in larger size ranges. According to CBRE Research, 3Q 2020 was the 42nd consecutive quarter of positive net absorption nationally. Sectors that have been most active include food/beverage, cold storage, home improvement, furniture, e-commerce, wholesalers, and 3PLs.

Developers largely remain bullish in the industrial sector (again, particularly for large scale warehouse/distribution product) due to the continued absorption, low vacancies and lack of any softening noted in rental rates.

CBRE Research published a Cap Rate Survey Special Report in Q3 2020 covering market participant survey responses. The graphic below illustrates respondents' expectations for a return to pre-pandemic levels for overall investment activity per sector. As shown, industrial is widely expected to see the quickest return of investment activity. Along with multi-family, the industrial sector has already seen an influx of new capital sources amid COVID-19 as buyers and lenders pivot away from higher-risk sectors such as retail, hotels and office. Investors are expected to continue to favor core product in the logistics sector in particular. Together with historically low interest rates, this has caused cap rate compression among good quality investment product.

HOW LONG DO YOU THINK IT WILL BE BEFORE INVESTMENT ACTIVITY RETURNS TO PRE-PANDEMIC LEVELS?

1-3 Months 3-6 months 6-12 months More than 12 months



Note: Survey conducted during August 2020.
Source: CBRE Research, September 2020.

We have discussed current market conditions and the prevailing uncertainty with a large number of market participants including leasing brokers, capital markets/investment sales brokers, owners, investors and developers. The following points summarize some of the takeaways from these discussions:

Investment Sales

- After a bumpy period and slow deal volume in mid-2020, demand in industrial capital markets is once again robust, though still varied depending on deal size and profile.
- The most active and competitive segment has been large-scale bulk warehouse/logistics assets with single tenants and significant remaining term. Multi-tenant assets are seeing good interest as well, but with buyers more focused on top markets and properties with significant remaining WALT.
- While initially out of favor after the onset of COVID-19, portfolio activity has returned as of Q3/Q4 2020.
- For assets that fall below core/upper-tier investment profiles, active buyers generally have a “narrowed fairway,” with more disciplined underwriting in many cases for transitional assets and/or secondary markets.
- Institutional buyers and private buyers are active; some foreign buyers are still impacted by travel restrictions and other factors and have not been as active/competitive.
- Pricing for core deals and markets is at or above pre-COVID levels amid investor “flight to quality” and record low interest rates. Secondary markets or non-core assets may see some potential variance to pre-COVID pricing, but impacts depend on a particular asset’s cash flow and investment profile.
- Sellers among industrial sectors seeing relative softness (secondary/tertiary markets, non-stabilized, non-credit, value-add, etc.) who do not have pressure to sell are likely to “wait it out” as opposed to selling at a significant perceived discount, particularly noting that most long term projections are bullish for the industrial sector.
- Sales volume is expected to increase near year-end and remain strong into 2021. On the sellers’ side, key drivers of sale volume include interest rates/cap rates making it a good time to sell, a relatively high share of merchant developers having leased up recent developments, and the prospect of potential changes to tax laws in coming years.

Lending/Financing

- There was an initial pause/step back once COVID-19 hit, but debt markets became largely favorable as lenders came back to the market and shifted focus away from riskier sectors. The industrial sector was among the biggest winners of this shift, along with multi-family, data centers, and life sciences.
- Core assets and core lenders are leading the way, with terms beating pre-pandemic levels amid high liquidity and record low interest rates achievable in the industrial sector.
- Liquidity and loan terms have also improved as of Q3/Q4 for opportunistic and value-add industrial deals in most markets.
- More lenders are back in the market for construction loans and developers now have significantly more options than in the initial months of the pandemic.
- Moving toward the more transitional/opportunistic end of the spectrum, lenders are increasingly focused on rent roll and asset profile, with a “flight to quality” evident in terms offered.
- Small bay product, flex space and industrial space with high office build-out are more challenged from a lending perspective, particularly if not stabilized.

Leasing

- Industrial leasing activity was largely in a holding pattern for several months after the onset of the pandemic, but there has been significantly increased deal volume across most sectors and size ranges more recently (by number of leases signed and square footage).
- Vacancy rates have held steady nationally amid continued positive net absorption.
- Most new leasing activity is for distribution/warehouse space in the big box/bulk segment (100,000 SF and above).
- Aside from large-scale new deals, most leasing activity has been associated with renewals for tenants coming up on lease expirations, though other segments are seeing increased activity as well moving into late 2020.
- CBRE Research is projecting a one-year recovery for overall industrial leasing volume (returning to pre-pandemic levels in mid/late 2021) with potential for secular shifts to create increased long-term demand thereafter (higher industrial occupier demand than prior projections).
- Rents continue to rise in most markets for new construction/good quality product; less growth is evident for non-core markets and properties. Some market segments that have held steady or seen slight declines to date are expected to see a return to rent growth in 2021.
- While Class A distribution space is likely to be in highest demand for the foreseeable future, older and lower tier industrial properties are expected to be well suited to benefit from long-term changes such as increased safety stock/inventories, potential reshoring of manufacturing and associated materials storage.
- In CBRE Research's 3Q 2020 Cap Rate Survey, approximately two-thirds of industrial respondents indicated that underwriting of rental income assumptions is 'about the same' as pre-pandemic. The most common change to underwriting on the income side was higher effective vacancy due to available space taking longer to lease. Based on our discussions and experience, the metrics most likely to be impacted at present are as follows (highly dependent on market, asset class and specific property):
 - Potential for increased downtime/absorption for lease-up of current vacancies.

- Potential for increased concessions/tenant improvements modeled for near term leasing (typically reverting to similar long-term assumptions in line with pre-COVID modeling after 6-12 months).
- Potential for slower rent growth in near term, most commonly for secondary markets or lower tier segments of the market (though potentially offset by pent-up demand providing an environment for rents to increase more quickly once activity more fully rebounds).
- Increased effective vacancy on in-place cash flow is largely reserved for cases with non-credit tenants facing discernable financial difficulty amid COVID-19. As an example, markets and tenants heavily reliant on hospitality/tourism are among the most impacted in the industrial sector.

Our valuation considers the preceding market analysis, including macroeconomic trends, observed trends for the subject's metro area and submarket, and most importantly, our ongoing discussions with participants active in the subject's market.

Metropolitan Asheville - NC Industrial Market Overview

Recent Performance

The following table summarizes historical and projected performance for the overall metropolitan Asheville - NC industrial market, as reported by Costar.

ASHEVILLE - NC INDUSTRIAL MARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF NNN)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2011	30,802,738	17,090	27,777,712	90.2%	\$4.77	-1.45%	1,376,441	\$72.89
2012	30,772,436	-30,302	28,428,348	92.4%	\$4.76	-0.17%	650,636	\$25.55
2013	31,530,037	757,601	29,299,518	92.9%	\$4.87	2.33%	871,171	\$26.11
2014	31,560,923	30,886	29,528,208	93.6%	\$5.04	3.44%	228,689	\$31.70
2015	32,096,436	535,513	30,533,598	95.1%	\$5.22	3.71%	1,005,391	\$41.73
2016	32,319,811	223,375	31,409,384	97.2%	\$5.56	6.54%	875,786	\$64.52
2017	32,355,530	35,719	31,140,912	96.2%	\$5.75	3.30%	-268,472	\$59.47
2018	32,333,113	-22,417	31,565,262	97.6%	\$6.09	5.96%	424,350	\$30.76
2019	32,359,793	18,000	31,260,332	96.6%	\$6.37	4.64%	-313,611	\$51.80
2020	32,671,193	311,400	31,262,800	95.7%	\$6.63	4.00%	2,469	\$79.03
2021 Q1	32,672,693	1,500	31,175,540	95.4%	\$6.70	4.07%	-87,259	\$85.82
2021 Q2*	32,672,693	0	31,182,648	95.4%	\$6.81	4.92%	7,107	\$70.93
2021 Q3*	32,662,391	-10,302	31,162,806	95.4%	\$6.88	4.90%	-19,673	\$0.00
2021 Q4*	33,042,301	379,910	31,538,396	95.4%	\$6.94	4.76%	376,158	\$0.00
2022*	33,103,175	60,874	31,526,314	95.2%	\$7.21	3.89%	-10,420	\$0.00
2023*	33,275,975	172,800	31,627,236	95.0%	\$7.46	3.42%	102,383	\$0.00
2024*	33,445,737	169,762	31,745,544	94.9%	\$7.65	2.60%	119,490	\$0.00
2025*	33,594,933	149,196	31,848,572	94.8%	\$7.81	2.04%	104,247	\$0.00

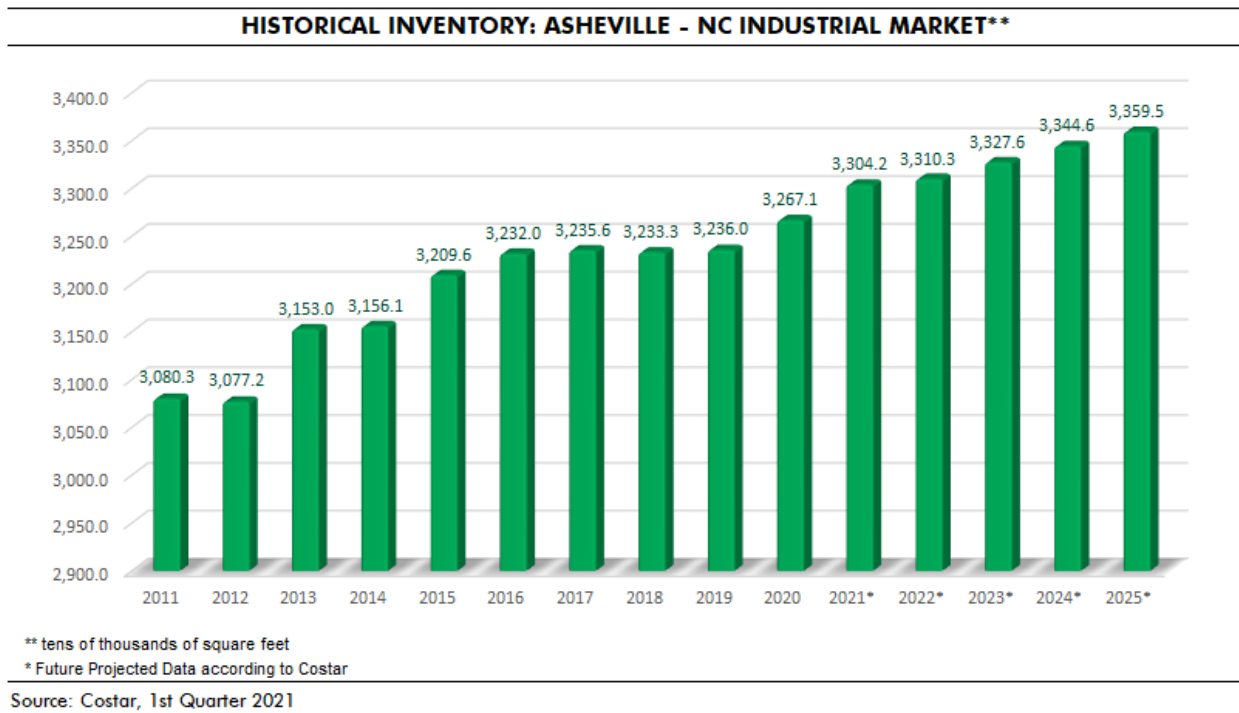
* Future Projected Data according to Costar

Source: Costar, 1st Quarter 2021

The Asheville - NC industrial market consists of approximately 32,672,693 square feet of industrial space. The following observations are noted from the table above:

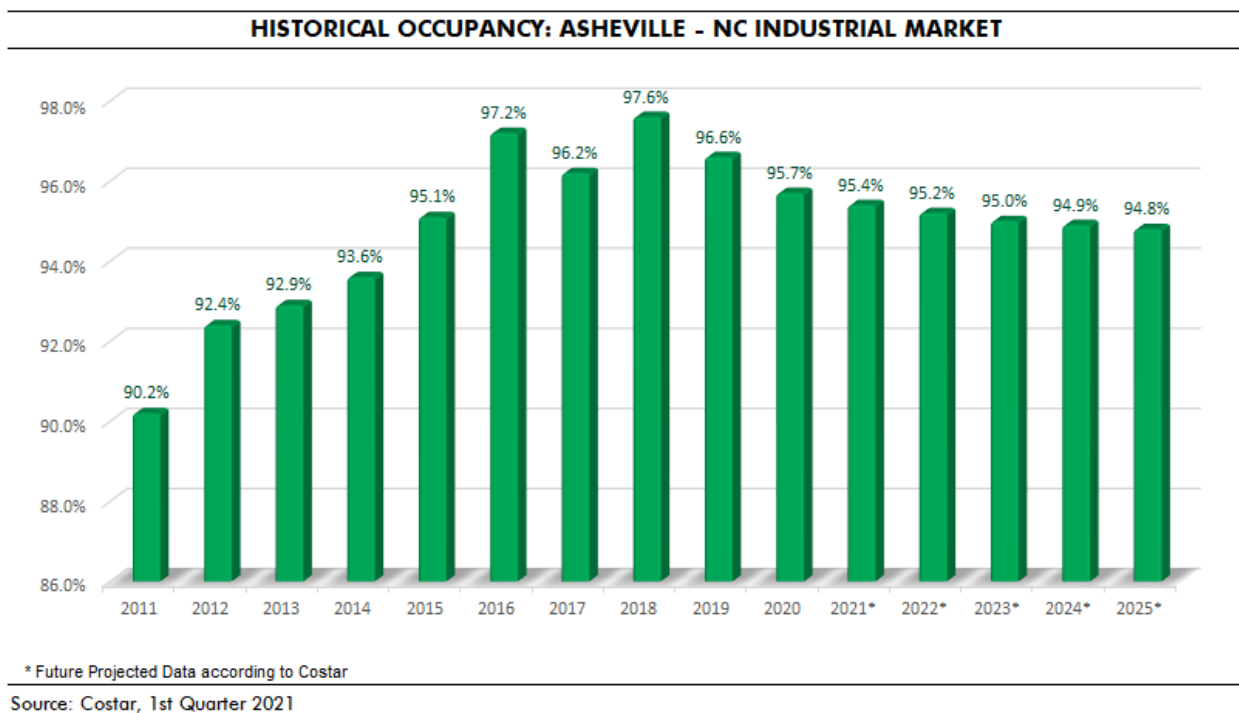
- As of 1st Quarter 2021, there was approximately 31,175,540 square feet of occupied industrial space (including sublet space), resulting in an occupancy rate of 95.4% for the metro area. This reflects a decrease from the previous quarter's occupancy of 95.7%, and a small decrease from an occupancy rate of 95.7% from last year.
- The area experienced negative 87,259 square feet of net absorption for the current quarter. This indicates an improvement from the previous quarter's negative 281,317 square feet of net absorption, and a decline from the positive 2,469 square feet of net absorption from last year.
- The area had completions of positive 1,500 square feet for the current quarter, which indicates an increase from the previous quarter's zero completions, and indicates a decline from completions of positive 311,400 square feet from last year.
- The area achieved average asking rent of \$6.70 per square foot, which indicates an increase from the previous quarter's asking rent of \$6.63 per square foot, and an increase from the asking rent of \$6.63 per square foot from last year.

Historical Inventory – Market



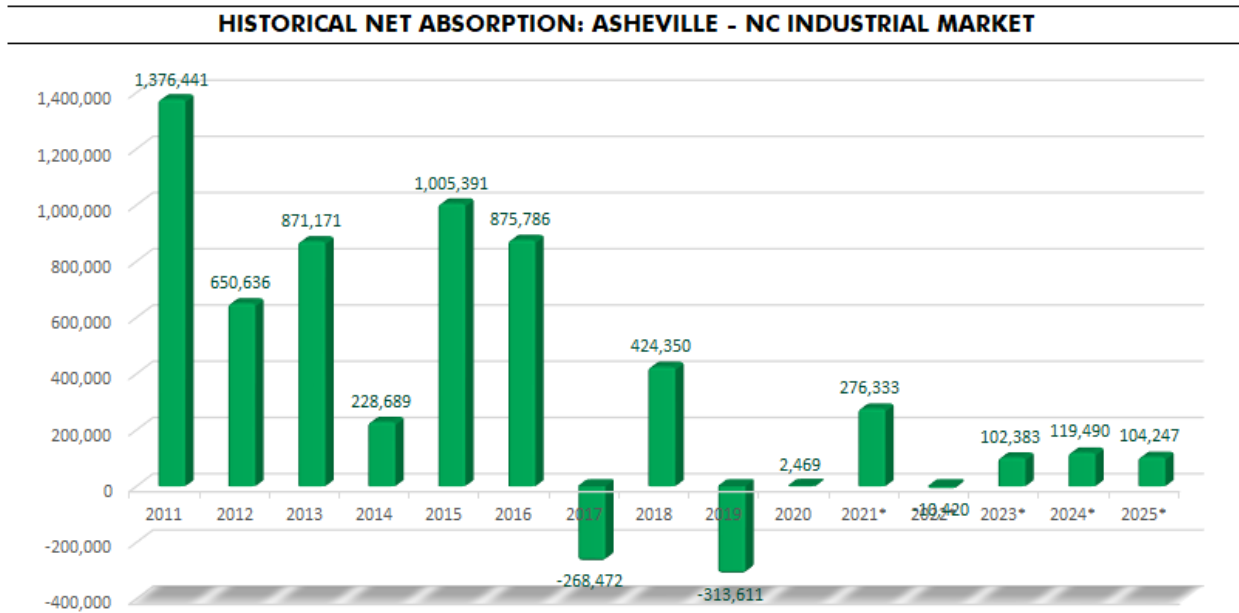
Inventory is projected to be 33,042,301 square feet at the end of the current year, which represents an increase from the previous year's inventory of 32,671,193 square feet. Inventory for next year is projected to be 33,103,175 square feet, reflecting an increase from the current year.

Historical Occupancy - Market



At the end of the current year, the occupancy rate is projected to be 95.4%, which reflects a decrease from the 95.7% occupancy rate at the end of last year. Occupancy for next year is projected to be 95.2%, reflecting a small decrease from the current year.

Historical Net Absorption - Market

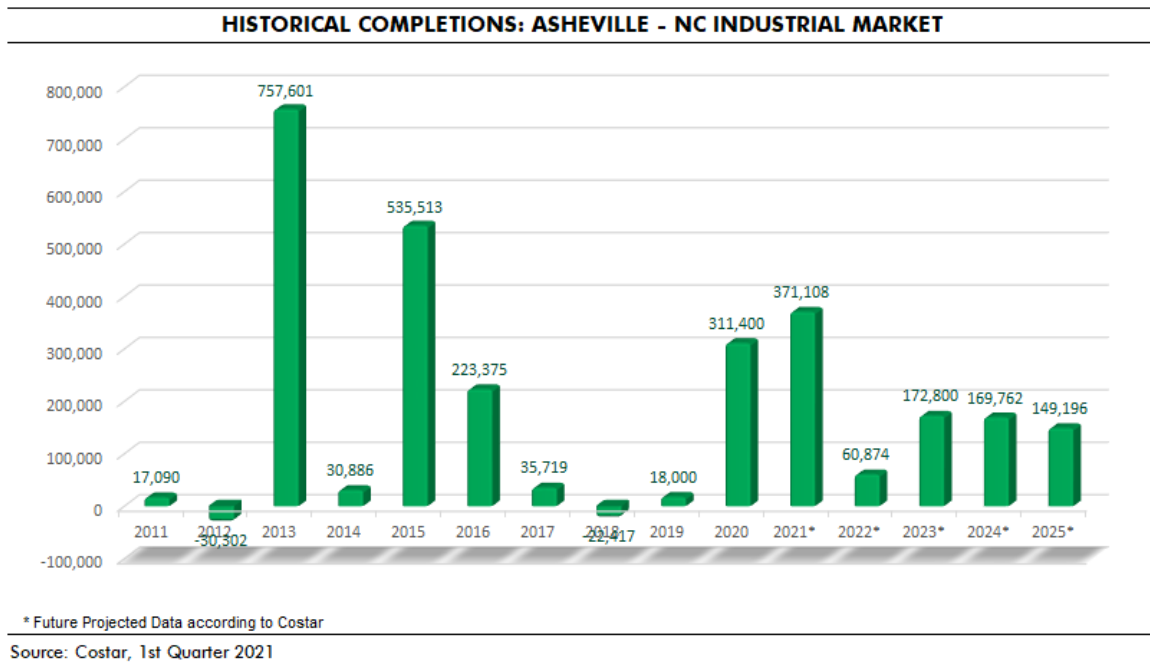


* Future Projected Data according to Costar

Source: Costar, 1st Quarter 2021

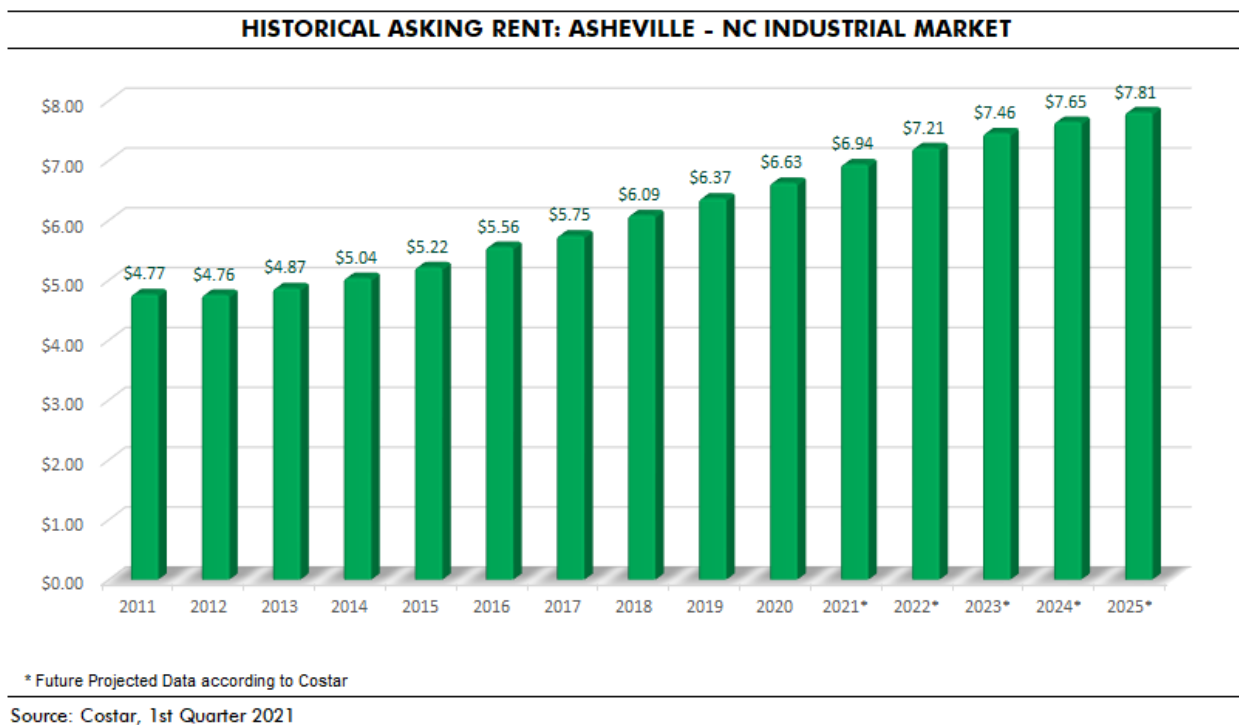
At the end of the current year, the area is projected to experience positive 276,333 square feet of net absorption, which indicates an improvement from the positive 2,469 square feet of net absorption for the previous year. The area is projected to experience negative 10,420 square feet of net absorption as of the end of next year, which indicates a decline from the current year.

Historical Completions - Market



The area is projected to achieve completions of positive 371,108 square feet for the current year, which indicates an improvement from the previous year's completions of positive 311,400 square feet. The area is projected to experience completions of positive 60,874 square feet as of the end of next year, which indicates a decline from the current year.

Historical Asking Rent - Market



The area is projected to achieve average asking rent of \$6.94 per square foot at the end of the current year, which indicates an increase from the previous year's asking rent of \$6.63 per square foot. The area is projected to achieve asking rent of \$7.21 per square foot by the end of next year, indicating an increase from the current year.

SUBMARKET SNAPSHOT

The following table summarizes the supply of industrial square footage for each submarket within the Asheville - NC market as of 1st Quarter 2021.

ASHEVILLE - NC SUBMARKET SNAPSHOT				
Submarket	Inventory (SF)	Completions* (SF)	Asking Rent (\$/SF NNN)	Occupancy
Buncombe County	10,274,907	0	\$6.51	94.7%
Central Asheville	3,854,384	0	\$8.09	97.6%
Downtown Asheville	5,248	0	\$9.83	100.0%
East Asheville	529,143	0	\$7.75	100.0%
Haywood County	1,658,858	0	\$6.50	98.8%
Henderson County	8,352,155	300,000	\$5.76	93.0%
Madison County	204,607	0	\$5.66	91.9%
North Asheville	161,881	0	\$10.29	94.1%
S Asheville/Royal Pines	5,116,737	1,500	\$7.31	98.6%
West Asheville	2,514,773	0	\$7.04	93.9%

*Completions include trailing 4 quarters

Source: Costar, 1st Quarter 2021

Henderson County Submarket

Important characteristics of the Henderson County industrial market are summarized below:

HENDERSON COUNTY INDUSTRIAL SUBMARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF NNN)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2011	7,528,636	0	6,899,047	91.6%	\$4.08	-1.59%	506,361	\$0.00
2012	7,528,636	0	6,865,055	91.2%	\$4.09	0.23%	-33,992	\$0.00
2013	7,528,636	0	6,902,571	91.7%	\$4.19	2.41%	37,516	\$19.51
2014	7,543,636	15,000	7,175,855	95.1%	\$4.35	3.89%	273,284	\$87.72
2015	7,902,203	358,567	7,737,493	97.9%	\$4.51	3.67%	561,638	\$11.03
2016	7,902,203	0	7,822,417	99.0%	\$4.75	5.33%	84,924	\$124.57
2017	8,019,995	117,792	7,919,350	98.7%	\$5.05	6.35%	96,933	\$86.38
2018	8,040,155	20,160	7,910,912	98.4%	\$5.28	4.51%	-8,438	\$69.33
2019	8,052,155	12,000	7,895,452	98.1%	\$5.52	4.53%	-15,460	\$27.37
2020	8,352,155	300,000	7,958,663	95.3%	\$5.72	3.63%	63,211	\$0.00
2021 Q1	8,352,155	0	7,766,583	93.0%	\$5.76	0.84%	-192,080	\$80.00
2021 Q2*	8,352,155	0	7,727,765	92.5%	\$5.89	2.20%	-38,818	\$0.00
2021 Q3*	8,349,361	-2,794	7,718,751	92.4%	\$5.95	0.94%	-8,958	\$0.00
2021 Q4*	8,737,178	387,817	8,103,619	92.7%	\$6.01	0.99%	384,989	\$0.00
2022*	8,827,783	90,605	8,133,576	92.1%	\$6.25	3.99%	30,150	\$0.00
2023*	9,027,240	199,457	8,276,141	91.7%	\$6.47	3.51%	142,525	\$0.00
2024*	9,224,227	196,987	8,448,414	91.6%	\$6.64	2.70%	172,083	\$0.00
2025*	9,401,771	177,544	8,609,167	91.6%	\$6.78	2.14%	160,574	\$0.00

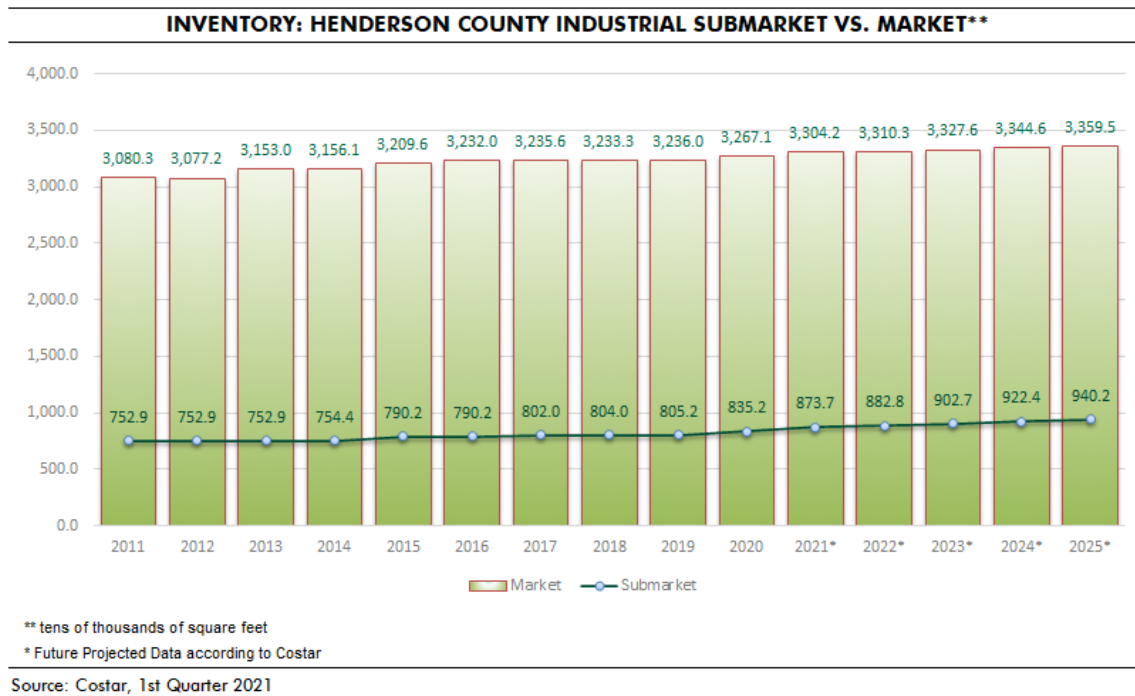
*Future Projected Data according to Costar

Source: Costar, 1st Quarter 2021

The Henderson County industrial submarket consists of approximately 8,352,155 square feet of industrial space. The current submarket inventory represents approximately 25.6% of the overall market inventory. The following observations were noted from the table above:

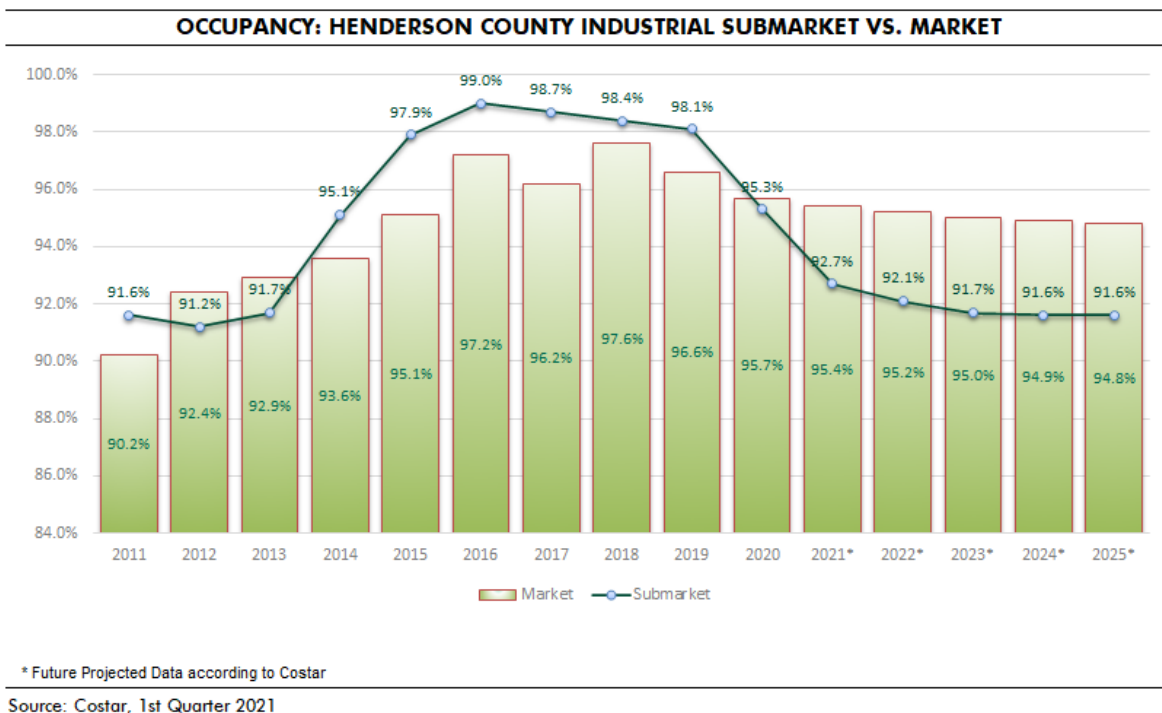
- As of 1st Quarter 2021, there was approximately 7,766,583 square feet of occupied industrial space (including sublet space), resulting in an occupancy rate of 93.0% for the submarket. This reflects a decrease from the previous quarter's occupancy of 95.3%, and a decrease from an occupancy rate of 95.3% from last year. The submarket occupancy is below the 95.4% market occupancy.
- The submarket experienced negative 192,080 square feet of net absorption for the current quarter. This indicates a decline from the previous quarter's negative 174,331 square feet of net absorption, and a decline from the positive 63,211 square feet of net absorption from a year ago. The submarket's current net absorption of negative 192,080 square feet is below the overall market net absorption of negative 87,259 square feet.
- The submarket had zero completions for the current quarter, which indicates no change from the previous quarter's zero completions, and no change from the zero completions from last year.
- The submarket achieved average asking rent of \$5.76 per square foot, which indicates a small increase from the previous quarter's asking rent of \$5.72 per square foot, and a small increase from the asking rent of \$5.72 per square foot from last year. The submarket's current asking rent of \$5.76 per square foot is below the overall market asking rent of \$6.70 per square foot.

Historical Inventory - Submarket



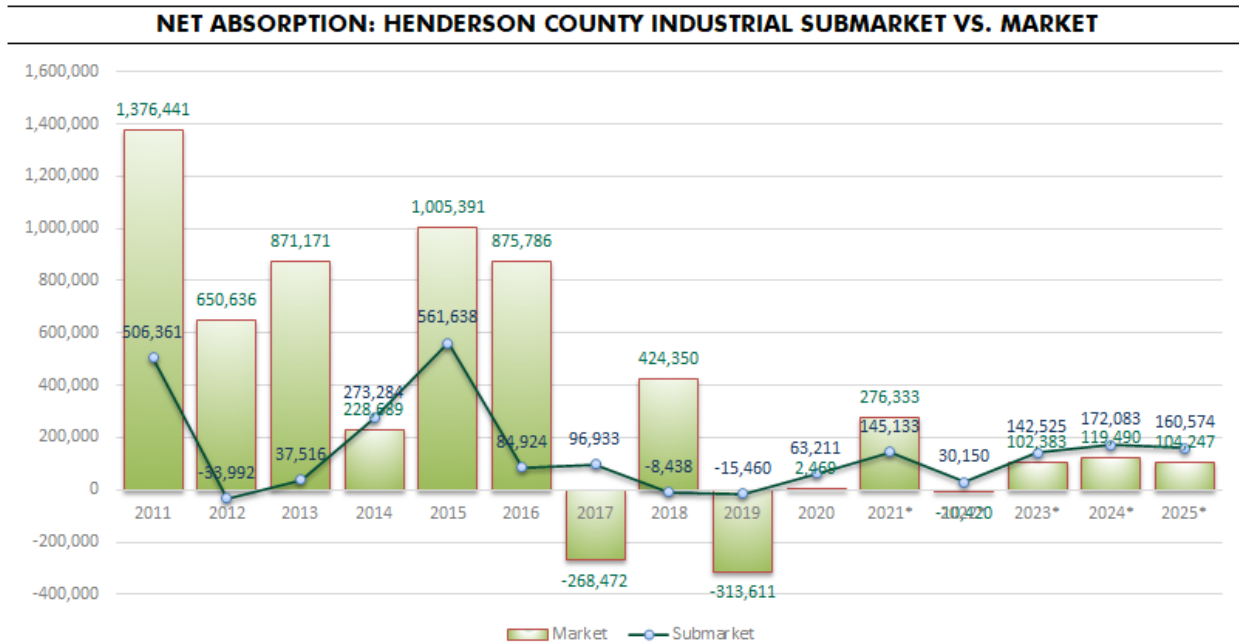
Submarket Inventory is projected to be 8,737,178 square feet at the end of the current year, which represents an increase from the previous year's submarket inventory of 8,352,155 square feet. Inventory for next year is projected to be 8,827,783 square feet, reflecting an increase from the current year.

Historical Occupancy - Submarket



Submarket occupancy is projected to be 92.7% at the end of the current year, which represents a decrease from the previous year's submarket occupancy of 95.3%. Submarket occupancy for next year is projected to be 92.1%, reflecting a decrease from the current year.

Historical Net Absorption - Submarket

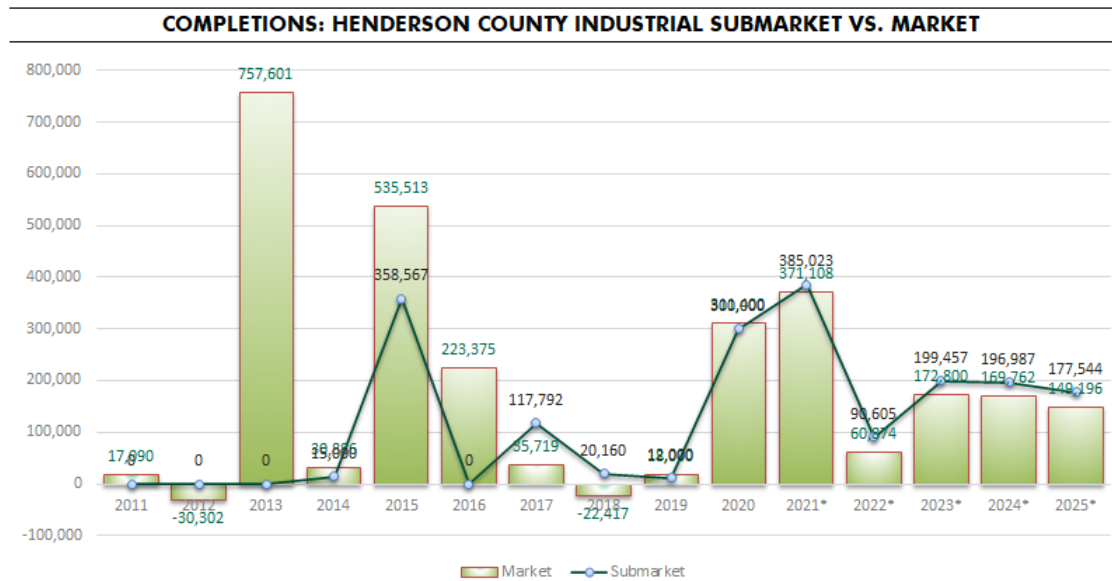


* Future Projected Data according to Costar

Source: Costar, 1st Quarter 2021

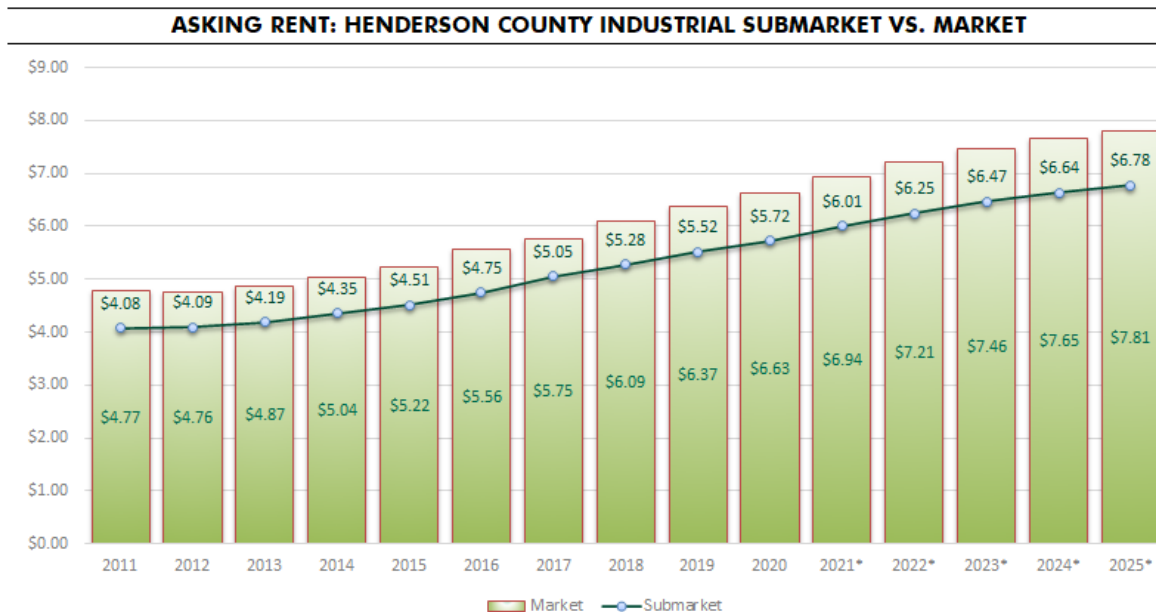
Net absorption in the submarket is projected to be positive 145,133 square feet at the end of the current year, reflecting an improvement from the previous year's net absorption of positive 63,211 square feet. Net absorption for next year is projected to be positive 30,150 square feet, indicating a decline from the current year.

Historical Completions - Submarket



The submarket is projected to achieve completions of positive 385,023 square feet at the end of the current year, which indicates an improvement from the previous year's completions of positive 300,000 square feet. The submarket is projecting completions of positive 90,605 square feet for next year, which indicates a decline from the current year.

Historical Asking Rent - Submarket



The submarket is projected to achieve average asking of \$6.01 per square foot at the end of the current year, which represents an increase from the previous year's asking rent of \$5.72 per square foot. The submarket is projected to achieve average asking rent of \$6.25 per square foot, reflecting an increase from the current year.

CONCLUSION

The area industrial market and the local submarket are exhibiting below average occupancy (due to recent completions) and rent levels, as compared to the MSA as a whole. Considering the recent trends in absorption and the prospects for new construction, the local market area should maintain a stabilized to strengthening occupancy position in the near term. The long-term projection for the subject submarket is for sustained growth.

With respect to the subject in particular, we believe the subject has an average location within the overall market area, in proximity to Interstate 26 and the Asheville Regional Airport. In addition, the subject is in reasonable proximity to both employment centers and major roadways, and the surrounding industrial developments are experiencing average levels of demand for the area. Based upon our analysis, the subject, if improved, would enjoy average market acceptance, assuming adequate management.

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections. We note that we assume that the subject will be rezoned to allow for industrial use, similar to C-1 or C-2, in the near future.

Physical Possibility

The subject is adequately served by utilities, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. As discussed earlier, the majority of the subject falls within the FEMA floodway, wetlands, as well as a conservation easement, and cannot be developed. Aside from these areas, the developable land area has no known physical reasons why would not support any legally probable development (i.e. it appears adequate for development).

Existing structures on similar sites provides additional evidence for the physical possibility of development.

Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local industrial market is generally stabilized. Development of new industrial properties has occurred in the recent past and continues to this day.

Development of a build-to-suit structure for a specific tenant/owner is also considered financially feasible.

Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

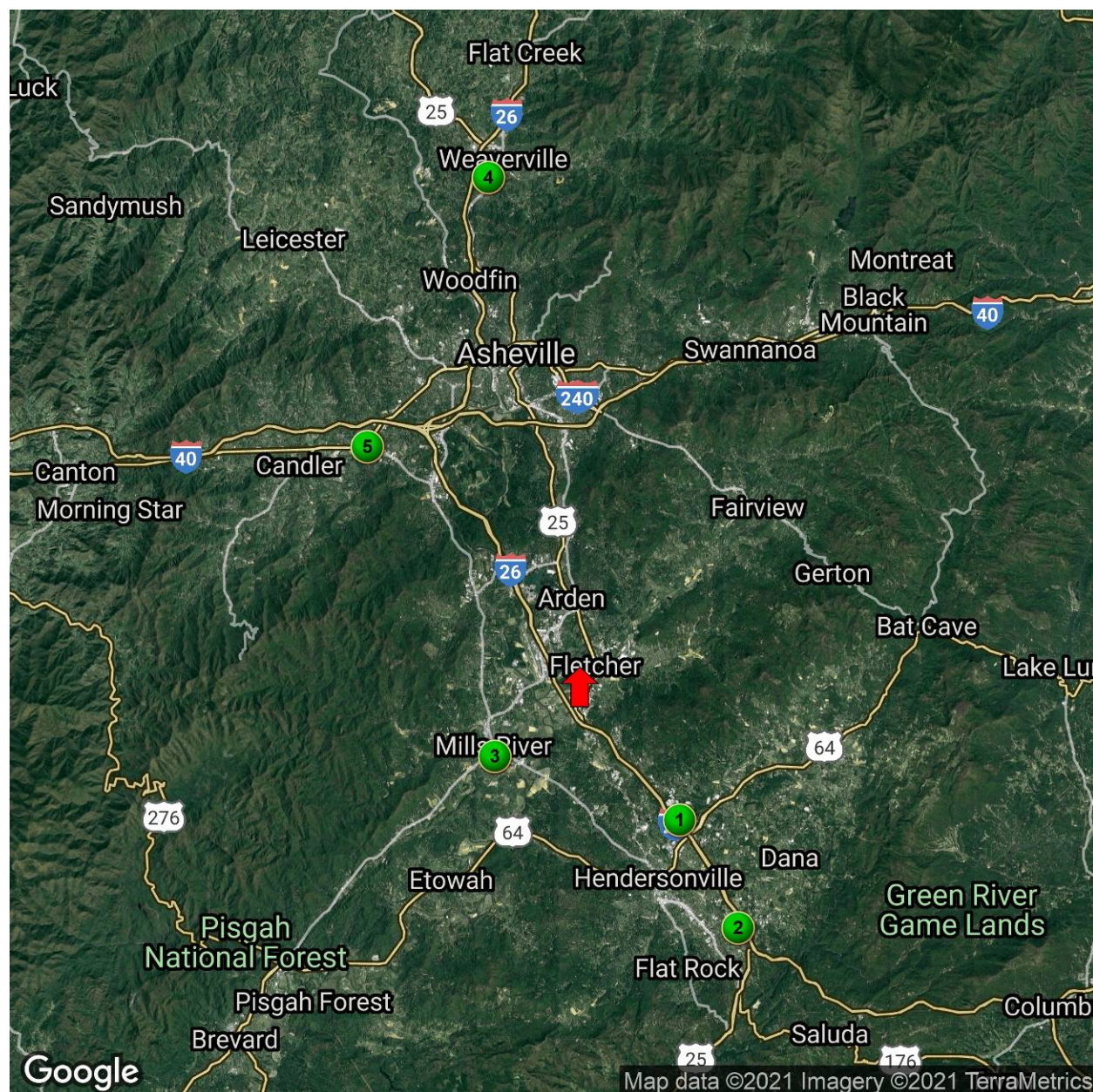
Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of an industrial property. Our analysis of the subject and its respective

market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.

Land Value

As discussed earlier, the majority of the subject falls within the floodway, wetlands, or a conservation easement. Based on information provided to us, only 6.76 acres of land could be developed.

The following map and table summarize the comparable data used in the valuation of the subject site's developable land area. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES								
No.	Property Location	Transaction Type	Transaction Date	Interest Transferred	Zoning	Actual Sale Price	Size (Acres)	Price Per Acre
1	SW Terminus of Lakewood Road Hendersonville, NC 28792	Available/ Listing	Jun-21	Fee Simple/Freehold	I-1	\$2,043,860	29.20	\$70,000
2	Southern Terminus of Commercial Boulevard Flat Rock, NC 28792	Sale	Feb-21	Fee Simple/Freehold	I-1	\$3,572,000	44.65	\$80,000
3	342 Banner Farm Road Mills River, NC 28759	Sale	Aug-20	Fee Simple/Freehold	Industrial	\$700,000	8.00	\$87,500
4	Bankstown Road and Merrimon Avenue Weaverville, NC 28787	Sale	Nov-19	Fee Simple/Freehold	Light Industrial (I-1)	\$850,000	10.00	\$85,000
5	22 Walk Off Way Candler, NC 28728	Sale	Dec-18	Fee Simple/Freehold	EMP	\$1,862,500	14.90	\$125,000
Subject	North Side of Rockwell Drive, Approximately 200 Feet Northwest of Hendersonville Road, Fletcher, North Carolina	---	---		R-1 (Likely to C-1 or C-2)	---	6.76	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

Due to the lack of recent, comparable, industrial land sales from the subject's market area, we have expanded our search to include other, similar sales of varying sizes from across Henderson and Buncombe Counties. Due to the mountainous nature of the area, level industrial land sales are limited in the area.

Market Conditions Adjustment

We have applied a variable annual growth factor due to the impact of COVID-19 on the market. A growth rate of 2.0% per annum was applied to all sales occurring prior to March 1, 2020 to reflect improving market conditions. For the time period occurring between March 1, 2020 and February 28, 2021, we have elected not to apply an annual growth rate for market conditions. Finally, we have escalated market conditions by 1.0% per year between March 1, 2021 and the inspection date of this report. We recognize there are no paired sales to support this; however, this methodology is supported by investor/market reaction based upon conversations we have had with local area brokers and market participants. A detailed summary of our computation of the market conditions adjustment is presented in the following table:

MARKET CONDITIONS ADJUSTMENT - VARIABLE RATES					
Comparable Sale No.	1	2	3	4	5
Actual Sale Price	\$2,043,860	\$3,572,000	\$700,000	\$850,000	\$1,862,500
Adjusted Price (\$ Per AC)	\$70,000	\$80,000	\$87,500	\$85,000	\$125,000
Sale Date	6/1/2021	2/5/2021	8/26/2020	11/5/2019	12/28/2018
Inflection Date 1	3/1/2020	3/1/2020	3/1/2020	3/1/2020	3/1/2020
Inflection Date 2	2/28/2021	2/28/2021	2/28/2021	2/28/2021	2/28/2021
Inflection Date 3	6/10/2021	6/10/2021	6/10/2021	6/10/2021	6/10/2021
Years from Sale Date to Inflection Date 1	0.00	0.00	0.00	0.32	1.18
Years from Inflection Date 1 to Inflection Date 2	1.00	1.00	1.00	1.00	1.00
Years from Inflection Date 2 to Inflection Date 3	0.28	0.28	0.28	0.28	0.28
Total Years Since Sale	1.28	1.28	1.28	1.60	2.45
Growth Rate for each Period					
Total Growth Rate from Sale Date to 3/1/2020	0.00%	0.00%	0.00%	0.64%	2.35%
Adjusted Sale Price	\$70,000	\$80,000	\$87,500	\$85,545	\$127,938
Total Growth Rate from 3/1/2020 to 2/28/2021	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price	\$70,000	\$80,000	\$87,500	\$85,545	\$127,938
Total Growth Rate from 2/28/2021 to 6/10/2021	0.28%	0.28%	0.28%	0.28%	0.28%
Adjusted Sale Price	\$70,196	\$80,224	\$87,745	\$85,784	\$128,296
Combined Growth for all periods	0.28%	0.28%	0.28%	0.92%	2.64%
Rounded	0.30%	0.30%	0.30%	0.90%	2.60%
Overall Adjusted Sale Price	\$70,210	\$80,240	\$87,763	\$85,765	\$128,250
¹ Adjusted for cash equivalency, lease-up and/or deferred maintenance (where applicable)					
Compiled by CBRE					

DISCUSSION/ANALYSIS OF LAND SALES

Land Sale One

Active listing of a 29.198 acre tract within the Lakewood Industrial Park in Hendersonville. All utilities are available and the site is generally level, with an irregular U-shape. The property has a good access just off I-26 and U.S. Highway 64, and it is also located within an Opportunity Zone. Although a small portion of the southern boundary of the site falls within the 500-year FEMA floodplain, it is not considered to have a negative impact on the site.

In terms of conditions of sale, this comparable was considered superior and received a downward adjustment for this characteristic, as this comparable was actively listed. The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. This comparable was adjusted upward for superior topography, as the subject's developable land area was partially located within the FEMA floodplain and would need to be raised above floodplain level to develop vertical improvements. The adjustment for location was warranted due to its proximity to employment & other support

facilities, as well as interstate access. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Two

The comparable represents 44.65 acres of land located at the southern terminus of Commercial Boulevard in Flat Rock, NC. The land was improved with a small single-family residence at time of sale that contributed no value to the site. Henderson County purchased the tract for the development of a four property industrial park to be known as the Garrison Industrial Park. As of the date of sale, utilities were extended to the northern portion of the site and the county planned to extend Commercial Boulevard into the site, as well as all utilities for future industrial development. The estimated cost to extend Commercial Boulevard and the utilities were not known. However, as utilities and access are provided to the site, if the property was purchased by a single industrial user, they could tap into the existing infrastructure. The site was rolling in nature and is in a good location, just off Interstate 26.

The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. This comparable was adjusted upward for superior topography, as the subject's developable land area was partially located within the FEMA floodplain and would need to be raised above floodplain level to develop vertical improvements. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Three

This comparable represents 10 acres of land that was purchased for industrial development. According to the selling broker, the buyer planned to construct approximately 80,000 square feet of warehouse space that is pre-leased to Lowes for a distribution center. The broker also indicated that due to the floodplain, only approximately 8 acres was considered usable. The property was purchased on August 26, 2020 for \$700,000, or \$87,500 per usable acre.

The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. This comparable was adjusted upward for superior topography, as the subject's developable land area was partially located within the FEMA floodplain and would need to be raised above floodplain level to develop vertical improvements. The adjustment for location was warranted due to its proximity to employment & other support facilities, as well as interstate access. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Four

This comparable represents the sale of an 11.2 acre tract of vacant land located at Merrimon Avenue and Bankstown Road in Weaverville, NC. The sale occurred in November 2019 for \$850,000 (\$85,000/AC). The site is zoned light industrial and approximately 1.2 acres in the rear of the site is wetlands. The property has easy access to Interstate 26.

The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. This comparable was adjusted upward for superior topography, as the subject's developable land area was partially located within the FEMA floodplain and would need to be raised above floodplain level to develop vertical improvements. The adjustment for location was warranted due to its proximity to employment & other support facilities, as well as interstate access. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Five

This is the sale of 14.9-acres of industrial land located north of Sand Hill Road behind Smith Dray Line and adjacent to New Belgium's distribution facility. We were unable to confirm this sale with a party to the transaction and have relied on public records, as well as a discussion with a local market participant for secondary confirmation of this transaction. This sale closed in December 2018 for a recorded sale price of \$1,862,500 or \$2.87 per square foot.

The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. This comparable was adjusted upward for superior topography, as the subject's developable land area was partially located within the FEMA floodplain and would need to be raised above floodplain level to develop vertical improvements. The adjustment for location was warranted due to its proximity to employment & other support facilities, as well as interstate access. Therefore, a downward adjustment was judged proper for this comparable. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID (DEVELOPABLE)						
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Available/Listing	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-21	Feb-21	Aug-20	Nov-19	Dec-18	---
Interest Transferred	Fee	Fee	Fee	Fee Simple/Freehold	Fee	
Zoning	Simple/Freehold I-1	Simple/Freehold I-1	Simple/Freehold Industrial	Light Industrial (I-1)	Simple/Freehold EMP	R-1 (Likely to C-1 or C-2)
Actual Sale Price	\$2,043,860	\$3,572,000	\$700,000	\$850,000	\$1,862,500	---
Size (Acres)	29.20	44.65	8.00	10.00	14.90	6.76
Size (SF)	1,271,865	1,944,954	348,480	435,600	649,044	294,466
Price (\$ Per AC)	\$70,000	\$80,000	\$87,500	\$85,000	\$125,000	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	0%	
Conditions of Sale	-5%	0%	0%	0%	0%	
Market Conditions (Time)	0.3%	0.3%	0.3%	0.9%	2.6%	
Subtotal	\$66,700	\$80,240	\$87,763	\$85,765	\$128,250	
Size	10%	15%	0%	0%	5%	
Shape	0%	0%	0%	0%	0%	
Corner	0%	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	0%	
Topography	-10%	-10%	-10%	-10%	-10%	
Location	25%	0%	5%	10%	-30%	
Zoning/Density	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	
Total Other Adjustments	25%	5%	-5%	0%	-35%	
Value Indication for Subject	\$83,374	\$84,252	\$83,374	\$85,765	\$83,363	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

CONCLUSION

Based on the preceding analysis, Comparables 2, 3, and 4 (most recent closed sales) were the most representative of the subject site and warranted greatest consideration. Secondary weight was placed on Comparables 1 (active listing) and 5 (oldest sale and high location adjustment). The following table presents the valuation conclusion:

CONCLUDED LAND VALUE (DEVELOPABLE)				
\$ Per AC		Subject Acs.		Total
\$83,000	x	6.76	=	\$561,080
\$85,000	x	6.76	=	\$574,600
Indicated Value:				\$571,220
Rounded:				\$570,000
(Rounded \$ Per AC)				\$84,320

Compiled by CBRE

We note that we are aware of the sale of 26.50 acres of land located off Boylston Highway and Fanning Fields Road in Mills River, North Carolina that sold to Amazon on January 1, 2020 for \$4,000,000, or \$150,943 per acre. In addition, we are also aware of the contract of sale to Amazon for a 31.7-acre parcel located at 1303 Sand Hill Road in Candler, North Carolina. This contract of sale is for \$5,985,000, or \$188,801 per acre. We have not included these sales in our analysis, as they appear to be significantly higher than recent industrial sales in the area. It is

possible that Amazon paid above market prices for these sites in order to locate in strategic positions for their growing business.

LIMITED UTILITY LAND AREA

As discussed earlier, the subject contains 84.98 acres of limited utility land that falls within either the FEMA floodway, wetlands, or a conservation easement. Based on the severely limited utility of this land area, and because it cannot be developed, it is our opinion that this land area is considered limited utility. Based on a paired sales analysis, limited utility adjustments ranged from approximately 40% to 90%. If we adjust our previously concluded \$84,500 per acre downward 25% for its significantly larger size, the adjusted price per acre is \$63,375. Applying a 90% discount to our adjusted price per acre indicates a total adjusted price of \$6,338 per acre. This indicates a total estimated value of the subject's limited utility land area of \$538,603, which is rounded down to \$540,000 and reflected in the table below.

CONCLUDED LAND VALUE (LIMITED UTILITY)				
\$ Per AC		Subject Acs.		Total
\$6,338	x	84.98	=	\$538,603
Indicated Value:				\$538,603
Rounded:				\$540,000
		(Rounded \$ Per AC)		\$6,354
Compiled by CBRE				

TOTAL LAND VALUE CONCLUSION

Our total market value "as is" conclusion is shown below.

TOTAL MARKET VALUE CONCLUSION	
Type	Value
Developable Land Conclusion	\$570,000
Limited Utility Land Conclusion	\$540,000
Total Market Value Conclusion	\$1,110,000
Total Market Value Conclusion Per Acre	\$12,099
Compiled by CBRE	

Reconciliation of Value

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on other properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Land Value	Fee Simple Estate	June 10, 2021	\$1,110,000
Compiled by CBRE			

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Available/Listing

Land - Industrial

No. 1

Property Name 29.198 Acres
Address SW Terminus of Lakewood Road
Hendersonville, NC 28792
United States

Government Tax Agency Henderson
Govt./Tax ID 9579297940

Site/Government Regulations

	Acres	Square feet
Land Area Net	29.198	1,271,865
Land Area Gross	29.198	1,271,865

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street 775 ft Lakewood Road

General Plan N/A
Specific Plan N/A
Zoning I-1
Entitlement Status N/A



Sale Summary

Recorded Buyer	N/A	Marketing Time	N/A
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	N/A	Seller Type	N/A
True Seller	N/A	Primary Verification	Listing

Interest Transferred Fee Simple/Freehold
Current Use N/A
Proposed Use N/A
Listing Broker Jeff Soto - Coldwell Banker
Selling Broker N/A
Doc # Listing Flyer

Type	Available/Listing
Date	6/1/2021
Sale Price	\$2,043,860
Financing	N/A
Cash Equivalent	\$2,043,860
Capital Adjustment	\$0
Adjusted Price	\$2,043,860

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2021	Available/Listing	N/A	N/A	\$2,043,860	\$70,000 / \$1.61

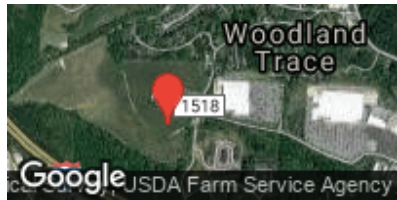
Units of Comparison

\$1.61 / sf	N/A / Unit
\$70,000.00 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



Active listing of a 29.198 acre tract within the Lakewood Industrial Park in Hendersonville. All utilities are available and the site is generally level, with an irregular U-shape. The property has a good access just off I-26 and U.S. Highway 64, and it is also located within an Opportunity Zone. Although a small portion of the southern boundary of the site falls within the 500-year FEMA floodplain, it is not considered to have a negative impact on the site.

Sale

Land - Industrial

No. 2

Property Name 44.65 Acres
Address Southern Terminus of Commercial Boulevard
Flat Rock, NC 28792
United States

Government Tax Agency Henderson
Govt./Tax ID Multiple

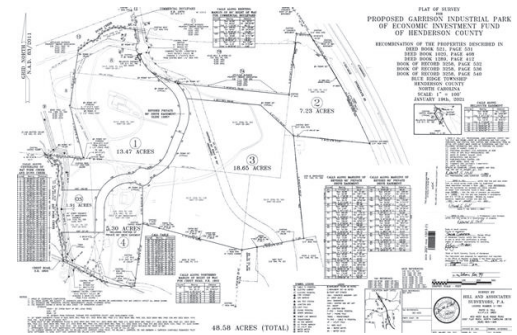
Site/Government Regulations

	Acres	Square feet
Land Area Net	44.650	1,944,954
Land Area Gross	44.650	1,944,954

Site Development Status	Raw
Shape	Irregular
Topography	Rolling
Utilities	All available

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

General Plan N/A
Specific Plan N/A
Zoning I-1
Entitlement Status N/A



Sale Summary

Recorded Buyer	Henderson County	Marketing Time	N/A
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Garrison Trust	Seller Type	N/A
True Seller	N/A	Primary Verification	Marcus Cornelius - CBRE

Interest Transferred Fee Simple/Freehold
Current Use N/A
Proposed Use N/A
Listing Broker N/A
Selling Broker N/A
Doc # 3647/640

Type	Sale
Date	2/5/2021
Sale Price	\$3,572,000
Financing	N/A
Cash Equivalent	\$3,572,000
Capital Adjustment	\$0
Adjusted Price	\$3,572,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
02/2021	Sale	Henderson County	Garrison Trust	\$3,572,000	\$80,000 / \$1.84

Sale	Land - Industrial	No. 2
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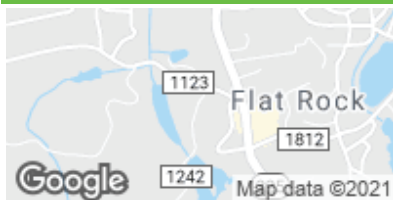
Units of Comparison

\$1.84 / sf	N/A / Unit
\$80,000.00 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



The comparable represents 44.65 acres of land located at the southern terminus of Commercial Boulevard in Flat Rock, NC. The land was improved with a small single-family residence at time of sale that contributed no value to the site. Henderson County purchased the tract for the development of a four property industrial park to be known as the Garrison Industrial Park. As of the date of sale, utilities were extended to the northern portion of the site and the county planned to extend Commercial Boulevard into the site, as well as all utilities for future industrial development. The estimated cost to extend Commercial Boulevard and the utilities were not known. However, as utilities and access are provided to the site, if the property was purchased by a single industrial user, they could tap into the existing infrastructure. The site was rolling in nature and is in a good location, just off Interstate 26.

Sale

Land - Industrial

No. 3

Property Name Banner Farm Industrial Land
Address 342 Banner Farm Road
Mills River, NC 28759
United States

Government Tax Agency Henderson
Govt./Tax ID 1001311

Site/Government Regulations

	Acres	Square feet
Land Area Net	8.000	348,480
Land Area Gross	10.000	435,600

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street N/A Banner Farm Road

General Plan N/A
Specific Plan N/A
Zoning Industrial
Entitlement Status N/A

Sale Summary

Recorded Buyer	CP Mills River, LLC	Marketing Time	N/A
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Linda Blasingame, et al.	Seller Type	N/A
True Seller	N/A	Primary Verification	Mike Chatham - MPV

Interest Transferred Fee Simple/Freehold
Current Use N/A
Proposed Use N/A
Listing Broker N/A
Selling Broker Mike Chatham - MPV
Doc # 3550/589

Type	Sale
Date	8/26/2020
Sale Price	\$700,000
Financing	N/A
Cash Equivalent	\$700,000
Capital Adjustment	\$0
Adjusted Price	\$700,000



Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
08/2020	Sale	CP Mills River, LLC	Linda Blasingame, et al.	\$700,000	\$87,500 / \$2.01

Sale	Land - Industrial	No. 3
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Units of Comparison

\$2.01 / sf	N/A / Unit
\$87,500.00 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents 10 acres of land that was purchased for industrial development. According to the selling broker, the buyer planned to construct approximately 80,000 square feet of warehouse space that is pre-leased to Lowes for a distribution center. The broker also indicated that due to the floodplain, only approximately 8 acres was considered usable. The property was purchased on August 26, 2020 for \$700,000, or \$87,500 per usable acre.

Property Name Merrimon Avenue Vacant Land
 Address Bankstown Road and Merrimon Avenue
 Weaverville, NC 28787
 United States

Government Tax Agency Buncombe
 Govt./Tax ID 974203255500000

Site/Government Regulations

	Acres	Square feet
Land Area Net	10.000	435,600
Land Area Gross	11.200	487,872

Site Development Status	Raw
Shape	Irregular
Topography	Rolling
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

General Plan N/A
 Specific Plan N/A
 Zoning Light Industrial (I-1)
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	SOUTHWOOD REALTY COMPANY	Marketing Time	N/A
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	LOUISE T. O'CONNOR REVOCABLE TRUST O'CONNOR, LOUISE T./ TR WHITE, DALE LEWIS	Seller Type	N/A
True Seller	N/A	Primary Verification	County Records/Reliable 3rd Party
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	N/A	Date	11/5/2019
Proposed Use	N/A	Sale Price	\$850,000
Listing Broker	N/A	Financing	Market Rate Financing
Selling Broker	N/A	Cash Equivalent	\$850,000
Doc #	5830/399	Capital Adjustment	\$0
		Adjusted Price	\$850,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
11/2019	Sale	SOUTHWOOD REALTY COMPANY	LOUISE T. O'CONNOR REVOCABLE TRUST O'CONNOR, LOUISE T./ TR WHITE, DALE LEWIS	\$850,000	\$85,000 / \$1.95

Sale	Land - Industrial	No. 4
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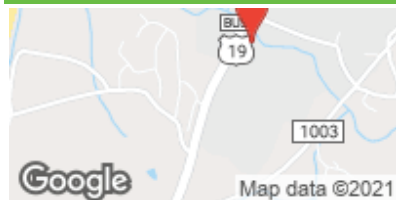
Units of Comparison		
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\$1.95 / sf	N/A / Unit
\$85,000.00 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of an 11.2 acre tract of vacant land located at Merrimon Avenue and Bankstown Road in Weaverville, NC. The sale occurred in November 2019 for \$850,000 (\$85,000/AC). The site is zoned light industrial and approximately 1.2 acres in the rear of the site is wetlands. The property has easy access to Interstate 26.

Property Name 14.9 Acres
 Address 22 Walk Off Way
 Candler, NC 28728
 United States

Government Tax Agency Buncombe
 Govt./Tax ID 961752770700000

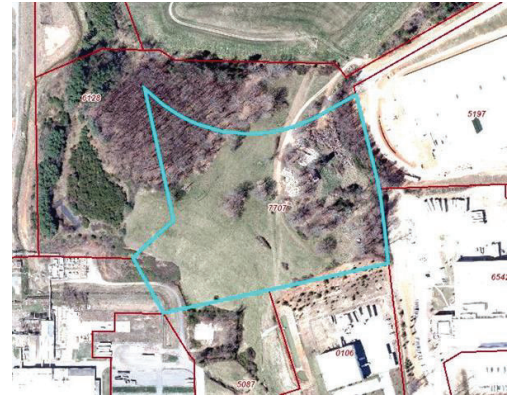
Site/Government Regulations

	Acres	Square feet
Land Area Net	14.900	649,044
Land Area Gross	14.900	649,044

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

General Plan N/A
 Specific Plan N/A
 Zoning EMP
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer Haakon Industries
 True Buyer N/A
 Recorded Seller Fletcher Partners, Inc.
 True Seller N/A

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker N/A
 Selling Broker N/A
 Doc # 5732/765

Marketing Time N/A
 Buyer Type N/A
 Seller Type N/A
 Primary Verification Public Records

Type	Sale
Date	12/28/2018
Sale Price	\$1,862,500
Financing	Cash to Seller
Cash Equivalent	\$1,862,500
Capital Adjustment	\$0
Adjusted Price	\$1,862,500

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
12/2018	Sale	Haakon Industries	Fletcher Partners, Inc.	\$1,862,500	\$125,000 / \$2.87

Sale	Land - Industrial	No. 5
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Units of Comparison

\$2.87 / sf	N/A / Unit
\$125,000.00 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This is the sale of 14.9-acres of industrial land located north of Sand Hill Road behind Smith Dray Line and adjacent to New Belgium's distribution facility. We were unable to confirm this sale with a party to the transaction and have relied on public records, as well as a discussion with a local market participant for secondary confirmation of this transaction. This sale closed in December 2018 for a recorded sale price of \$1,862,500 or \$2.87 per square foot.

Addendum B

LEGAL DESCRIPTION AND MISC. DATA

31056 P702

STATE OF NORTH CAROLINA -0-
COUNTY OF HENDERSON

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 2nd day of ^{Apr.} March, 2001 by and between MERITOR HEAVY VEHICLE SYSTEMS, LLC A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS ROCKWELL HEAVY VEHICLE SYSTEMS, INC. A DELAWARE CORPORATION, hereinafter called Grantor, to THE TOWN OF FLETCHER hereinafter called Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN Dollars and other good and valuable considerations in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns, premises in HENDERSON COUNTY, NORTH CAROLINA, described as follows:

There is hereby conveyed through fee simple conveyance or by conveyance of easement a total of 95.25 Acres.

TRACT ONE

BEING all that 93.97 Acre parcel as shown on map thereof recorded in Plat Slide 3630 in the Office of the Register of Deeds for Henderson County, reference to which is hereby made for a more complete and accurate description by metes and bounds.

SUBJECT TO the right of way of Rockwell Drive as it extends its full and legal width. ALSO subject to that sewer right of way as shown in Plat Cabinet B, at Slide 320A.

TRACT TWO:

THERE IS ALSO CONVEYED HERewith an easement containing 1.28 Acres, for a "greenway", said easement being shown on said recorded plat and being 30 feet in width and runs with the center of Cane Creek as it extends from the western most corner of the 93.97 Acre parcel described above to a point located at the controlled access right of way fence set in the margin of Interstate 26.

By this conveyance by the Grantor and by acceptance of said deed the Grantee and/or its assigns, the parties both mutually do hereby agree as follows:

- 1) The use of the 93.97 Acre parcel and the 1.28 Acre greenway easement shall be used only as a "recreational facility" for the use of the general public.
- 2) If the use of the 93.97 Acre parcel or the 1.28 Acre greenway easement changes from the use of a recreational facility, the title to the land will REVERT to the grantor, its successors and or assigns herein.
- 3) The upkeep, maintenance and safety of said recreational facility shall be the sole responsibility of the Town of Fletcher and by acceptance of said deed the Town of Fletcher agrees to Hold harmless the party of the first part, its successors and or assigns from any actions that may arise from the use of the facility.
- 4) By acceptance of said deed, the Town of Fletcher agrees that it will patrol, police and maintain the traffic of Rockwell Dr. and not allow any parking of private or public vehicles along the shoulder of said road or on the surface of

→ Nail

Rockwell Dr. and that the Town of Fletcher will provide and adequate parking facility for said recreational facility.

5) It is also agreed by acceptance of this deed that the Town of Fletcher will construct the entrance to said 93.97 Acre parcel as close as feasibly possible to the Highway 25.

6) By acceptance of this deed, the Town of Fletcher hereby agrees to construct, prior to the operation of the recreational facility, a fence around the perimeter of said recreational facility and greenway easement for the purpose of a) identifying boundaries of said recreational facility and greenway easement, b) protecting the general public, both adult and youth from access of the industrial site adjoining said property, c) protection of adults and youth from the general traffic of Rockwell Dr. It is also agreed that the maintenance and repair of said fence will be the sole responsibility of the Town of Fletcher

7) It shall be a mutual decision between the grantor and the grantee herein as to the name of the recreational facility.

8) The grantors herein agree to compensate the Town of Fletcher \$25,000 a year for a period of 12 years, beginning on January 2002 for reimbursement of the cost and maintenance of the street lights, fencing, parking, planting of vegetation, and policing of said recreational facility. If said property shall REVERT to the Grantor herein, then any obligation set forth herein in this paragraph shall terminate and end.

9) It is also understood by the acceptance of this deed that the Town of Fletcher will not involuntarily annex the adjoining property of the Grantor herein, described in Deed Book 911, at page 574 in the Henderson County Registry for a period of 12 years from the date of this document as set forth above. Should the annexation take place, the property herein conveyed shall immediately REVERT to the grantor, its successors and/or assigns upon the filing the notice of annexation intent by the Town of Fletcher of any property as described in Deed Book 911, at page 574 in the Henderson County Registry. In the event of the reversion, the Town of Fletcher agrees and stipulates that property will be re-zoned to conform and be identical with the zoning of the remainder of the property of the grantor their successors and or assigns as described in Deed Book 911, at page 574 in the Henderson County Registry.

10) If for any reason the restrictions or conditions contained in the deed shall trigger a reversion of title to the grantor, then the reversion of both TRACT ONE and TRACT TWO shall occur.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs, successors, and assigns forever.

And the Grantor covenants that they are seized of said premises in fee simple, and have the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated); and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have signed and sealed this deed, the day and year first above written.

31056 P704

MERITOR HEAVY VEHICLE SYSTEMS, LLC
a Delaware Limited Liability Company
Formerly known as Rockwell Heavy Vehicle Systems, Inc.
a Delaware Corporation

BY: T.A. Gosnell Sr. Vice President and President CNS
Manager/Member- Title

Attest: J.W. Smith

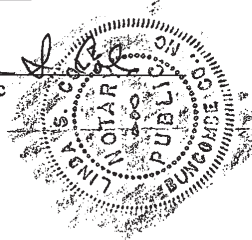
STATE OF North Carolina
COUNTY OF Buncombe

I, Linda S. Cole, a Notary Public for said
County and State, do hereby certify T.A. Gosnell Managing
Member of MERITOR HEAVY VEHICLE SYSTEMS, LLC a Delaware Limited Liability
Company, Formerly known as Rockwell Heavy Vehicle Systems, Inc.
a Delaware Corporation personally appeared before me this day and acknowledged the due
execution of the foregoing instrument on behalf of the company.
Witness my hand and official seal this the 2 day of April, 2001.

Linda S. Cole
Notary Public

my commission expires:

June 4, 2003

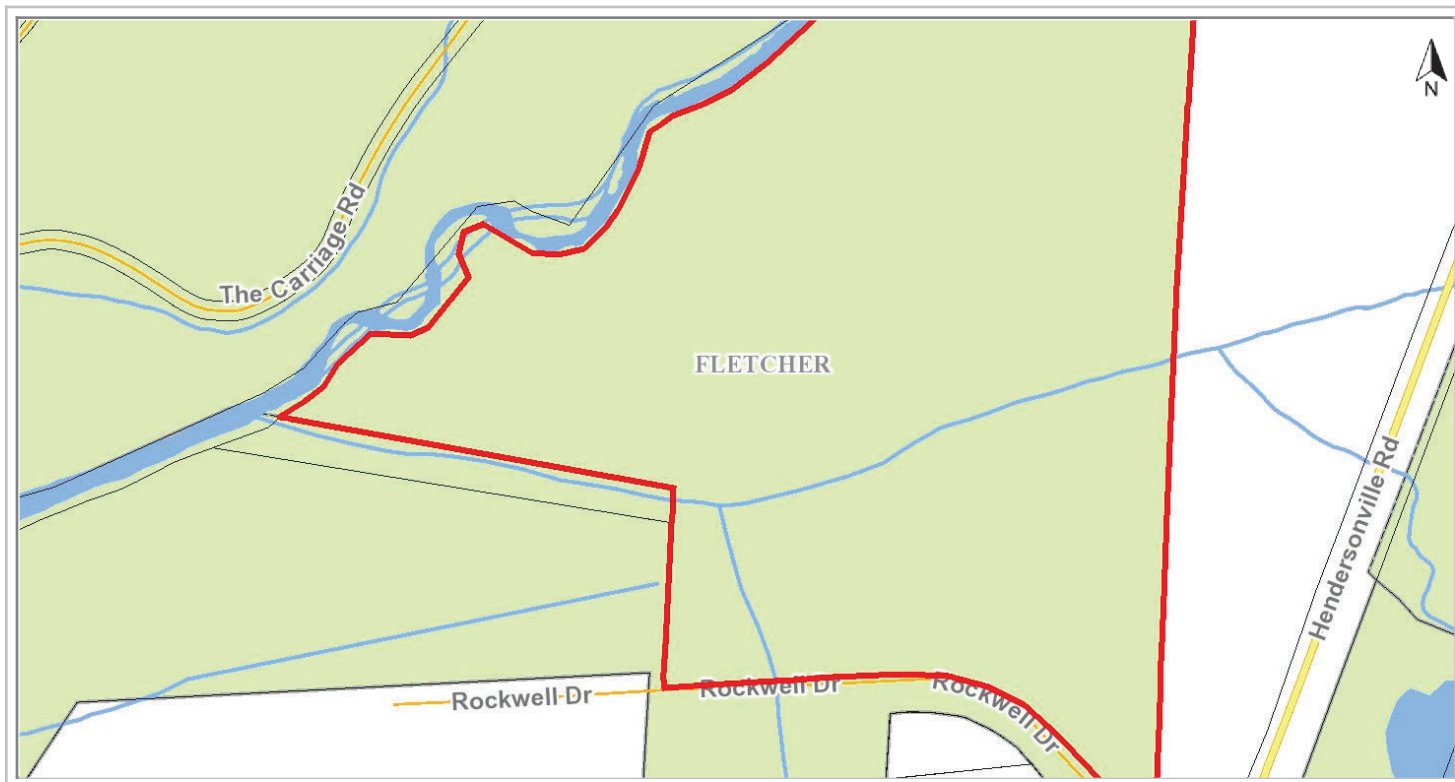


T h e f o r e g o i n g c e r t i f i c a t e s o f

Linda S. Cole Notary Public
(Public) is/are certified to be correct. This instrument presented for registration and
recorded in this office this the 4 day of April, 2001 at 11:20 A M. in Book
1056 at page 762.

Debra W. Moore
Register of Deeds

Doris M. Sutton
Assistant Deputy



WARNING: THIS IS NOT A SURVEY

Parcel Information

REID:	9968012	Pin:	9652452928
Listed to:	FLETCHER TOWN OF	Neighborhood:	FLETCHER
Mailing Address:	4005 HENDERSONVILLE RD	Township:	Hoopers Creek
Mailing City, State, Zip:	FLETCHER, NC 28732	Municipality:	FLETCHER
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	FLETCHER TOWN
Deed:	001056/00702	Plat:	Not Available
Date Recorded:	2001-04-04 00:02:00.0	Elementary School District:	FLETCHER
Revenue Stamps:	0	Middle School District:	RUGBY MIDDLE
County Zoning:	Cities	High School District:	WEST HIGH
Property Description:	US25 N OFF RECREATIONAL FACILITY PLSLD-3630	Soil:	Codorus loam (arkaqua)
Map Sheet:	9652.01	Voting Precinct:	Brickton
Assessed Acreage:	93.64000000	Commissioner District	2
Building Value:	\$0.00	Agricultural District	None Found
Land Value:	\$655,500.00	North Carolina House District	117
Value To Be Billed:	\$655,500.00	U.S. House District	11
North Carolina Senate District	48	Flood Zone:	Zone AE, 1% (100 Year Floodplain), Zone X, Not Shaded (Areas outside of the floodplain), Floodway Areas in Zone AE, Zone X, Shaded, 0.2% (500 Year Floodplain)



Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122

THIS IS NOT A SURVEY.

All information or data provided, whether subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk. Henderson County makes no warranties or guarantees, including the warranties of merchantability or of fitness for a particular purpose. Map data is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base system. The data is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor, and does not meet the minimum accuracy standards of a Land Information System/Geographic Information System Survey in North Carolina (21 NCAC 56.1608).

Addendum C

CLIENT CONTRACT INFORMATION

Proposal and Contract for Services

CBRE, Inc.
200 Meeting Street, Ste 202
Charleston, SC 29401
www.cbre.us/valuation

Don Poore, MAI
Managing Director

May 26, 2021

Mark E. Biberdorf

Town of Fletcher

300 Old Cane Creek Rd

Fletcher, North Carolina, 28732, United States

Phone: 828-687-3985

Email: m.biberdorf@fletchernc.org

RE: Assignment Agreement
Land
4005 Hendersonville Road
Fletcher, NC 28732

Dear Biberdorf:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making purposes
Intended User:	The intended user is Town of Fletcher ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Inspection:	CBRE will conduct a physical inspection of both the interior and exterior of the subject property, as well as its surrounding environs on the effective date of appraisal.
Valuation Approaches:	All three traditional approaches to value will be considered.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$2,500
Expenses:	Fee includes all associated expenses
Retainer & Payment Terms:	A retainer is not required for this assignment. Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.
Delivery Instructions:	We will invoice you for the assignment in its entirety at the completion of the assignment. CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to m.biberdorf@fletchernc.org. The client has requested 0 bound final copy (ies).
Delivery Schedule:	
Preliminary Value:	Not Required
Draft Report:	Not Required
Final Report:	15 business days after the Start Date
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 5 business days from the date of this letter.

Market Volatility:

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a global pandemic on the 11th March 2020, is causing heightened uncertainty in both local and global market conditions. Our valuation is based on the information available to us at the date of valuation. You acknowledge that our reports may include clauses highlighting heightened uncertainty if appropriate, and we recommend our valuation is kept under frequent review.

Both governments and companies are initiating travel restrictions, quarantine and additional safety measures in response to the COVID-19 pandemic. If, at any point, our ability to deliver the services under this LOE are restricted due to the pandemic, we will inform you within a reasonable timeframe and work with you on how to proceed. Whilst we will endeavor to meet the required timeframe for delivery, you acknowledge any Government or company-imposed restrictions due to the virus may impede our ability to meet the timeframe and/or deliverables of this engagement, and delays may follow. Any delays or inability to deliver on this basis would not constitute a failure to meet the terms of this engagement.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Don Poore, MAI
Managing Director
As Agent for CBRE, Inc.
T +1 704 3311214
Don.Poore@cbre.com

AGREED AND ACCEPTED

FOR TOWN OF FLETCHER ("CLIENT"):


Signature

Mark E. Biberdorf
Name

828-687-3985
Phone Number

5/26/2021
Date

Town Manager
Title

m.biberdorf@fletchernc.org
E-Mail Address

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


Signature of Finance Officer

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Don Poore, MAI
Managing Director
Don.Poore@cbre.com
CBRE, Inc.
Valuation & Advisory Services
200 Meeting Street, Ste 202
Charleston, SC 29401

Addendum D

QUALIFICATIONS



T + 704-331-1214
M +678-409-5789
don.poore@cbre.com
201 S. College Street
Suite 1700
Charlotte, NC 28244

Clients Represented

- First Bank
- Pinnacle Bank
- Trustmark Bank
- Fifth Third Bank
- TD Bank
- Bank of the West
- CapitalOne
- BBVA Compass
- PNC Bank
- Regions
- Iberia Bank
- United Community Bank
- Collateral Evaluation Services
- Flagstar Bank
- Bank OZK
- Fidelity Bank
- LNR Partners
- Harbert Realty
- NorthMarq Capital
- CIII Asset Management
- Mountainseed
- Key Bank

Experience

Don Poore is the Managing Director of CBRE's Valuation and Advisory Services Team. He is an accomplished professional with more than 25 years of national appraisal and valuation experience. His current responsibilities include directing the valuation and advisory division for the seven-state Southeast region. Before entering the real estate business, Mr. Poore worked as a staff appraiser at a regional appraisal company in North Carolina and as Director of Real Estate Appraisal for a large national accounting firm.

Professional Affiliations / Accreditations

- Appraisal Institute - Designated Member (MAI) Certification No. 7969
- Certified General Real Estate Appraiser
 - State of Alabama – G00693
 - State of Georgia – CG001683
 - State of Kentucky – 003429
 - State of North Carolina – A1084
 - State of South Carolina – CG4993
 - State of Tennessee - 1348

Education

- Bachelor of Arts, Wake Forest University, Winston-Salem, NC
- Masters in Business Administration, Georgia State University, Atlanta, GA

NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

Expires June 30, 2021

REGISTRATION / LICENSE / CERTIFICATE HOLDER

20

MAX D POORE

21

A1084

APPRAISER NUMBER

G

TYPE

Y

NATIONAL REGISTRY

APPRAISER'S SIGNATURE

EXECUTIVE DIRECTOR



T + 864-527-6031
M +864-380-5160
jay.navarro@cbre.com
101 North Main Street
Suite 1400
Greenville, SC 29601

Clients

- BMO Harris Bank
- Pinnacle Bank
- Truist Bank
- Fifth Third Bank
- TD Bank
- Wells Fargo
- CapitalOne
- BBVA Compass
- PNC Bank
- CIBC
- Lendmarq
- United Community Bank
- First Horizon Bank
- Busey Bank
- Bank OZK
- LNR Partners
- Bank of America
- MountainSeed
- Key Bank

Experience

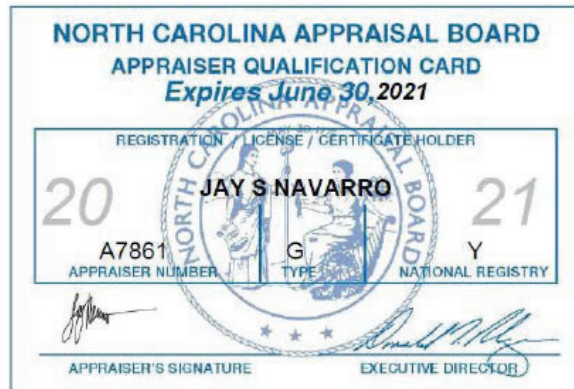
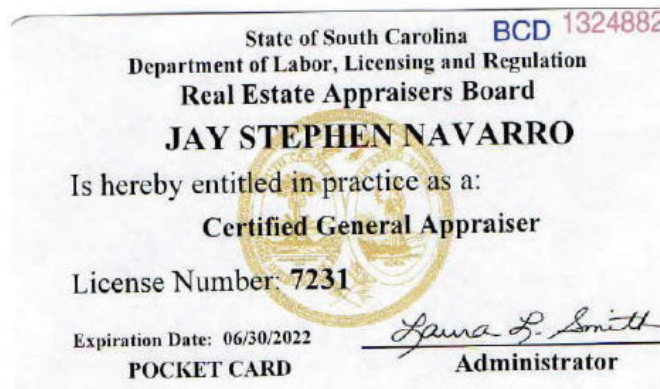
Jay Navarro is a Vice President of Valuation with CBRE's Valuation and Advisory Services Team. He is an accomplished professional with more than 11 years of national appraisal and valuation experience, as well as an AI Designated member. He has experience appraising various retail, office, industrial, and institutional assets. Before beginning his career with CBRE, Mr. Navarro worked as a research assistant, before becoming a commercial real estate appraiser with Integra Realty Resources in Charlotte, North Carolina.

Professional Affiliations / Accreditations

- Designated Member (MAI)
- Certified General Real Estate Appraiser
 - State of South Carolina – CG7231
 - State of North Carolina – A7861
 - State of Tennessee – 5792

Education

- Bachelor of Arts, Furman University, Greenville, SC
- Appraisal Institute
 - Advanced Market Analysis and Highest & Best Use
 - General Appraiser Sales Comparison Approach
 - General Appraiser Site Valuation and Cost Approach
 - Advanced Income Capitalization
 - General Appraiser Report Writing and Case Studies
 - Business Practices and Ethics
 - Quantitative Analysis
 - Advanced Concepts and Case Studies
 - USPAP



MEMORANDUM

TO: Mayor & Town Council

FROM: Heather Taylor, Assistant Town Manager

COPY TO: Mark Biberdorf, Town Manager

DATE: 2/28/2024

SUBJECT: Unassigned Fund Balance- Excess Reserves Recommendation



Background:

Town Council in 2017 approved a Fund Balance Policy that outlined the need for a prudent level of financial reserves to guard its citizens against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted one-time expenditures. The policy outlined that unassigned fund balance should be a minimum of 45% of general fund total expenditures and no more than 65% of general fund total expenditures.

Per policy, unassigned fund balance percentage in excess of 65% calculated at the previous fiscal year-end, may be drawn down for nonrecurring expenditures as follows:

- One-time expenditures that do not increase recurring operating costs that cannot be funded through current revenues. Emphasis will be placed on one-time uses that reduce future operating costs, or
- Start-up expenditures for new programs, provided that such action is approved by the Town Council as is considered in the context of multi-year projections of revenue and expenditures as prepared by the Town Manager or Finance Director, or
- Appropriated to lower the amount of outstanding principal on existing debt, or
- Lowering the property tax rate.

At the end of FY 22/23, the Town had an unassigned fund balance of \$6,308,923 which is 75% of total general fund expenditures of \$8,400,076 which is above the 65% as outlined in policy. To bring the amount down to 65%, the Town could look at drawing down \$850,000 for those purposes listed above.

After reviewing those options, my suggestion would be to apply the excess fund balance to the Town's existing debt in the amount of \$850,000 towards two separate notes/loans:

1. Apply approximately \$371,000 to pay off the Town's Truist (SunTrust) loan for the Town Hall Project, which would save the Town \$10,000 in interest but would also free up additional space within the debt side of our CIP budget by eliminating debt service payments scheduled for FY 24/25, and FY 25/26.
2. Apply \$479,000 towards one of our two USDA loans (\$5 million loan @4.125%) for the Town Hall Project, which would save the Town over \$640,000 in interest and would shorten our payments by 50 monthly payments or four years and two months.

If Town Council would like to move forward with my recommendation, I will prepare a budget amendment for the consent agenda for April.

Recommendation:

Recommendation for a budget amendment be prepared for the April meeting using the information above.

Attachments:

None

**Public Works Department
Monthly Report
February 2024**

Brush Pick Up

Public Works picked up 146 brush orders for a weekly average of 37. This produced 146 Cyds of brush which is now being dumped at the Henderson County Landfill at a cost of \$48 per ton.

Public Works sponsored a mulch giveaway on February 16th. 18 loads of mulch were loaded that day. We are planning on doing one a month until all mulch is gone. The next date is March 9th.

Vehicles

Service was performed on 13 police cars, 1 parks & Rec Vehicle and 2 Public Works vehicles. Our 2014 model garbage truck is currently at the cummings dealership for repairs.

Sanitation

Public Works collected 162.30 tons of garbage for a daily average of 9.55 tons. Public Works collected 12 white goods.

Equipment

Public Works is down one garbage truck due to an issue with the exhaust system.

Town Hall

Carolina Mtn. Lock and Key is in the process of changing the locking mechanisms on all the other doors per the Leagues' safety assessment. Britt and Tillson has measured and is in the process of providing drawings. They have ordered the glass. Once the materials come in, they will begin installing the safety glass in the Admin. Lobby. We are looking at around four months turnaround.

Streets

Public Works has edged all sidewalks on US 25, St. Johns Rd. and Airport Rd.

Bids were opened for street re-surfacing. Trace & company was the low bidder.

Monthly Update— February, 2024

Planning & Zoning

Planning Board/ZBA – The Board met on February 20. The Board considered a conditional zoning request at 3122 Hendersonville Road. Involving a request for conditional rezoning from C-1 to C-2 in order to allow a collision center (classified as “Major Vehicle Repair” which is not permitted in C-1. **The Board recommended that Council deny the application, citing that the use was not appropriate for the Hwy 25 corridor as per previous plans and not consistent with the spirit and intent of the Heart of Fletcher Overlay.** Staff will give a brief overview of the application at the March 4 agenda meeting and request that a public hearing be set for the April meeting. (As of Feb. 29, there is still a possibility that the application could be withdrawn). In March, staff will discuss potential ordinance amendments with the Board.

- Continued day to day issuance of permits, fielded inquiries about potential new developments, and responded to miscellaneous complaints (various complaints involving zoning, solid waste, and/or junked vehicles.
- Continued work on implementation of various minimum measures related to the Town’s MS4 Stormwater Permit. Continued discussions and work with Mary Roderick from LOS and Chris Brown from McGill on various aspects of the program. Completed the required annual “self assessment” for 2023 that was due to the state in February.
- Participated in meetings with Town Managers and various parties related to questions/info related to the future Town Center properties. (Including discussion with “Retail Strategies” that will present a proposal to Council at a future date.
- Participated in meeting with DOT, the MPO, and other parties related to potential Fanning Bridge improvements. The meeting turned out to be only focused on the small Div. 13 portion of Fanning Bridge at the intersection of Airport Road. Staff communicated the Town’s desire to see overall improvements/modernization to the entire road, although the focus of the meeting was concerning a small SPOT project involving just the Airport Road intersection .
- Working with McGill Assoc. on identifying possible LDC ordinance amendments and/or procedural changes involving development review for large residential developments. Staff will discuss drafts with the Planning Board in March, and could bring recommendations to Council within a month or two.

Administration Monthly Report

Heather Taylor, Assistant Town Manager

February 2024

Assistant Town Manager:

- **Website/Facebook-**
 - Continuing to work on updating the Town's website with current Town information. Also trying to post to the Town's Facebook account a couple times a week.
- **Body Worn Camera Grant-**
 - Reached out to NC OSBM about the status of our directed grant, but it's still in process.

Finance:

- **Taxes for 2023-** we have collected approximately 98.5% of taxes levied for 2023 as of February 28, 2024. Candy presented her mid-year tax collection report at the February agenda meeting.
- **Business Registration Revenue-** Susan has collected all but one outstanding business registration receivable, good job Susan!
- **Budgets for 24/25-** I have been reviewing the information that the department heads have submitted to start the process for the preparation of the Town's FY 24/25 budget. A budget folder will be prepared for everyone prior to the March budget workshop
- **Fire Department AUP/audit-** Gathered and submitted all the documents for the prior year review of our tax payments to both Fletcher Fire and Mills River for the auditors.

Human Resource:

- **Employment-**
 - Full-Time:
 - Police Officer Vacancies- Savannah Kicklighter will begin work with the Town as a police cadet on 3/4/24.
 - Part-Time/Seasonal: Posted and advertised the following seasonal positions:
 - P/T Summer Day Camp Counselors
 - Summer Internship
- **Wellness-**
 - Employee Gym- over 30 hours were spent in the employee wellness gym during February.
 - Blood Pressure Screenings- Offered a blood pressure screening for employees on February 7 and we had seven employees take advantage of this wellness activity. Next screening is Wednesday, March 6 at 8:30 am.
- **Pay and Classification Study**
 - Reviewed the preliminary information on the study, and have scheduled a follow-up meeting with the consultant in early March. Goal is to have the recommendation/report to Council in April.

Fletcher Parks & Recreation Department
February 2024 Report

We held the annual Father/Daughter on Saturday, February 10th.
It was held at Prescott Auto Reserve event center, and 153
Dads & Daughters enjoyed an evening of dancing, crafts and snacks.
Optimum Cable was the Title sponsorship this year at \$500.00 level.

Fletcher youth baseball/softball will begin holding team practices
on Saturday, March 2nd, and each day during the week, 5pm-7pm.
Fletcher youth league games will start the week of April 6th at the Park.

Spring Yoga registration is open, 17 students have signed up for this session.
The spring class will begin on Thursday, March 7th and run until April 11th.
This will be the final session of Yoga classes at Town Hall till Fall season.

Empire lacrosse began practices on Thursday, February 29th, 4:30pm-6:30pm.
Practices will run weekly on Tuesday, Wednesday, Thursday until May 30th.
Empire Lacrosse matches will be played on Saturday, April 27, May 11th.

Summer Day Camp registration will be held on Monday, March 11th for Town
Residents. We have 50 slots in youth day camp and 10 slots in Jr high camp.
Summer Day Camp will operate June 3rd until August 2nd this coming summer.

Park maintenance staff has been busy clearing brush off along the greenway,
pruning trees, preparing the athletic fields for baseball and lacrosse this month.
Due to the recent warm weather, they have even started mowing this month.

The annual Easter egg hunt will be held on Saturday, March 23rd 12pm-1:30pm.
There will be 12,000 eggs spread out on five different ball fields in the Park.
We will have two food trucks, a DJ with music and the Easter bunny for photos.
We had over 1,000 children attend the Easter egg hunt last year at the Park.
The following companies are committed as Field sponsors for this year :
Hunter Subaru, FABA, A-American Electric, United Federal Credit Union,
State Farm- Tabitha Hamlin, Agent, and Advent Health.(\$200 each)

Greg Walker, Director



FLETCHER POLICE DEPARTMENT

TEAMWORK - PROFESSIONALISM - DEDICATION

DANIEL D. TERRY
CHIEF

MEMORANDUM

To: Mark Biberdorf, Town Manager
From: Chief D. Terry
Date: March 1, 2024
Re: February 2024 Monthly Report

Training & Professional Development:

- Detective Beauchamp attended a twenty-four hour Writing Drug Search Warrant Course.
- Detective Beauchamp attended the twenty-four hour Desert Snow Course. This is a coveted course that further develops officers on the topic of drug investigations.
- Officers Gibbard and Interlicchia attended a 24-hour rifle course. Passing this course allows them to carry and utilize a rifle as part of their patrol duties. This adds significant capabilities to respond to serious events and enhance public safety.

We had a total of 451 calls for service for the month of February. This does not include 1002 extra security checks. Fifty-three incident reports were filed. Nineteen of these incidents required some type of investigative follow-up to be conducted. Thirty-nine citations were issued for a total of 46 charges. Sixteen auto accidents were reported and 21 arrests made.

Activities of interest for the month of February include:

- Officer Matt Fogle was sworn in as our newest officer. He will now begin his Field Training Program.
- The department's new Body Worn Cameras have been installed and are now in service.
- An indecent exposure occurred at a local convenient store. A man entered the store retrieving something from the back cooler. He then paused to remove his penis from his pants, exposing himself, and presenting himself in that fashion to the cashier. After the initial investigation did not lead to a suspect, photos of the suspect from the store's video surveillance system was shared on the department's Facebook page. Within two hours, the department learned of the suspect's identity from various sources, to include the offender, who requested his photo be removed from Facebook. The offender was subsequently charged.
- The department solved a breaking and entering case from 2022, where two local businesses were broken into after hours. The suspect attacked the safe inside the business. Warrants were recently taken out on the offender and officers went to Tennessee, where

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he was taken into custody, charged with Felony Breaking & Entering, Safecracking, and Larceny after Breaking and Entering.

- Officers received a report of a theft from Ingles where a male entered the store, filling an Ingles basket with plastic designer Starbucks cups from the Starbucks Café area of the store. The investigation revealed this offender was responsible for multiple thefts throughout the region. Two suspects were identified, and arrangements made to meet them to purchase said stolen cups. Offenders were arrested and charged with Felony Habitual Larceny, Possessions of Stolen Goods, Larceny, Conspiracy, and Possession of Drug Paraphernalia. The name of the investigation was titled: "We Steal a Latte."
- Officers responded to a disturbance at the Wingate by Wyndham Hotel. During the investigation it was learned that offender had been previously trespassed from that property due to a previous disturbance she had caused. An infant was then found unsupervised in the suspect's room. The offender was charged with trespassing and child abuse. The case was turned over to Department of Social Services.
- Officers took a report for the overnight theft of a hot tub from Aqua Living Factory Outlet at 37 Brian Boulevard. A vehicle was located on video in the area of the theft. Investigation led to a suspect from the Asheville area. He was located, confessed to the crime, and the hot tub was found in the front yard of a friend's house.
- Community engagement activities this month consisted of meeting with the Community Foundation of Henderson County.

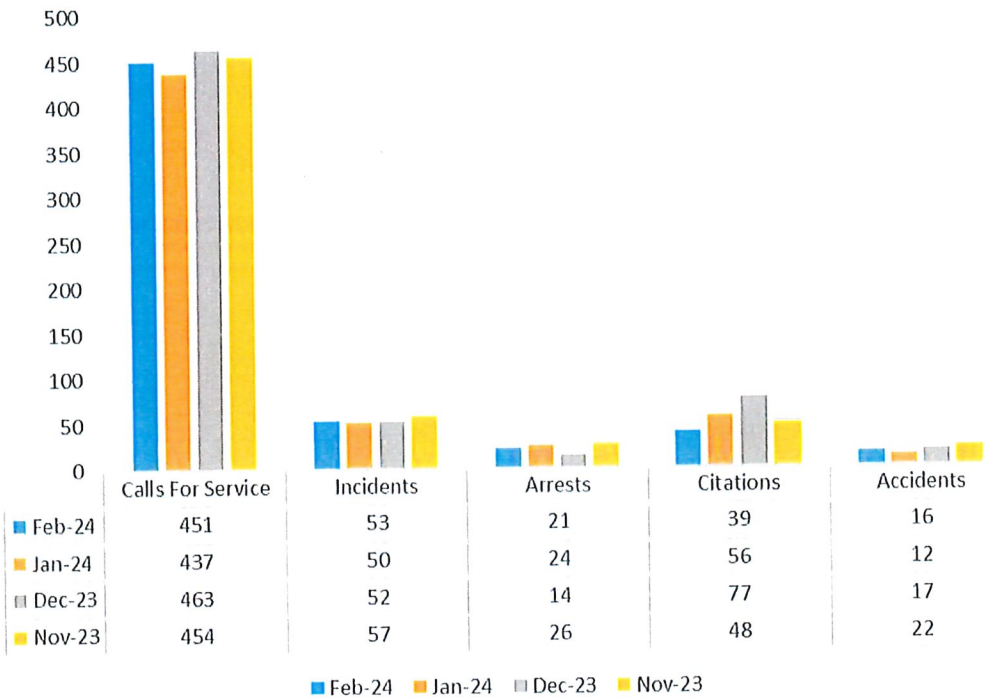
Respectfully Submitted,



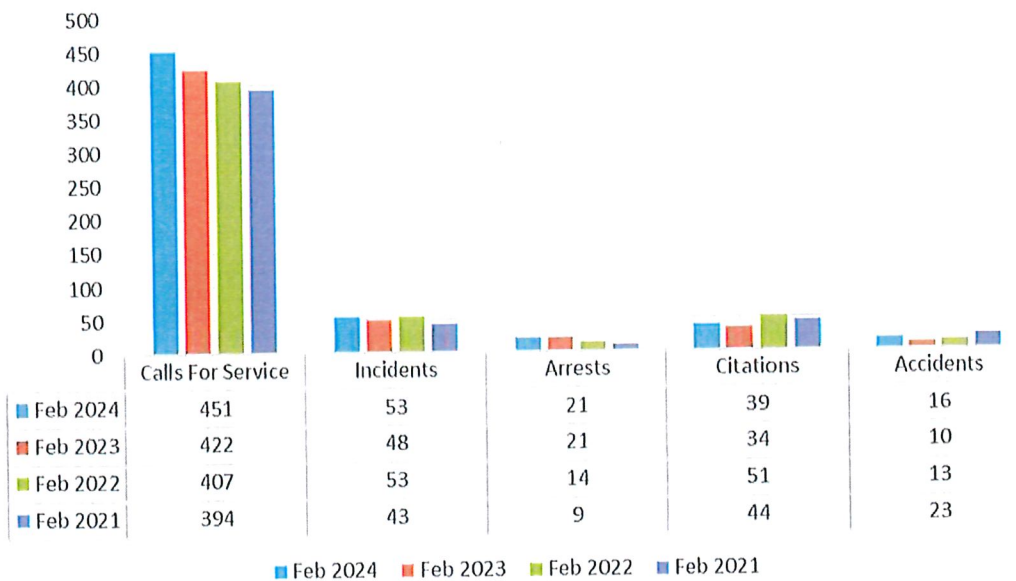
Chief Dan Terry

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Fletcher Police Department - February - 2024 Monthly Comparison



Fletcher Police Department - February - 2024 Yearly Comparison



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FLETCHER POLICE DEPARTMENT
CRIMINAL INV DIVISION
FEBRUARY 2024 STATISTICS

OFFENSE	MONTHLY ACTIVITY 2024					CUMULATIVE 2024				
	ASSIGNED	CLEARED w/ ARREST	EXCEPTIONALLY CLEARED	ADMINISTRATIVELY CLEARED	UNFOUNDED	OPEN PENDING	CLEARED BY ARREST	EXCEPTIONALLY CLEARED	ADMINISTRATIVELY CLOSED	UNFOUNDED
ARSON										
ASSAULT/BATTERY				1					1	
B&E (COMMERCIAL)	1					1	1			
B&E (RESIDENTIAL)						1				
B&E (TO MOTOR VEHICLE)						1				
CHILD ABUSE (PHYSICAL/NEGLECT)										
CRIMINAL DAMAGE	1			1					1	
CRIMINAL TRESPASS										
DEATH INVESTIGATIONS	1				1					2
DOMESTIC VIOLENCE										
DRUG INVESTIGATIONS										
ELDER ABUSE-FINANCIAL										
ELDER ABUSE-PHYSICAL	1					1				
FINANCIAL CRIMES/ID THEFT				1		1			1	
HARASSMENT/INTIMIDATION										
HOMICIDE										
LARCENY	2	2				1	2			
MISSING PERSON (ADULT)										
MISSING PERSON (JUVENILE)										
MOTOR VEHICLE THEFT/UUMV						1				
ROBBERY						1				
SEX OFFENSE	2	1	1			1	1	1		
SUICIDE/ATTEMPTED										
OTHER	1					1				
TOTAL	9	3	1	3	1	10	4	1	3	2
LAST MONTH	5	1	0	0	1					
YEAR-TO-DATE										

Department of Social Services			2024 YTD
TOTAL CASES REVIEWED	2		3
TOTAL CASES ASSIGNED	1		1

62 % Clearance rate for
February 2024

60% Year-To-Date Clearance

CITIZEN ASSIGNMENT LETTERS SENT

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