



COMMUNITY APPEARANCE COMMISSION

**Monday September 26, 2016 – 4:00 p.m.
Third Floor Conference Room
Hickory City Hall**

Commission Members	
Meg Nealon (Ward 1)	Vacant (At-large)
Ernie Masche (Ward 2)	Charlie Hayes (At-large)
Vacant (Ward 3)	Vacant (At-large)
Vacant (Ward 4)	Junior Hedrick (Planning Commission)
Justin Query (Ward 5)	Darian Abernathy (Youth Council)
Lisa Morphis (Ward 6)	

----- Agenda-----

1. Welcome
2. Annual Election of Officers
3. Approval of the Minutes from the May 23, 2016 Meeting and Notes from the July 25, 2016 meeting.
4. Matters not on the Agenda
5. Request by Mark Tuttle for the consideration of a Community Appearance Grant for property located at 104 2nd Avenue NW.
6. Request by Schmidt Real Estate Investments for the consideration of a Community Appearance Grant for property located at 1122 Highland Avenue NE.
7. Request by Resource Recovery Company for the consideration of a Community Appearance Grant for property located at 313 Main Avenue NE.
8. 2016 Beautification Awards
9. Update of Bond Commission Activities
10. Reports from Planning Commission and Youth Council Representatives.

PC: Mayor and Members of City Council
City Manager
Public Service Director
Landscape Supervisor

News Media
City Clerk
Communications Director

**Community Appearance Commission
Board & Committee Assignments
September 2014**

Tree Board

- **Charlie Hayes**

Adopt-A-Spots and Beautification Awards Subcommittee

- **Lisa Morphis**

Grant Operating Guidelines Subcommittee

- **Charlie Hayes**
- **Ernie Masche**

Mission Statement

To enhance and improve the visual quality
and aesthetic characteristics of the city.

CAC Powers and Duties

The City of Hickory holds all public meetings in accessible rooms as charged by the Hickory City Council. Special requests for accommodations should be submitted to the City Manager's Office (828-323-7412) at least 48 hours before the scheduled meeting.

COMMUNITY APPEARANCE COMMISSION

4th Monday, 4:00 pm, Municipal Building, Human Resources Conference Room

	Name and Address	Phone and E-mail	Appointed	Term Expires
Ward 1 (Lail)	Meg Nealon 548 North Center Street Hickory, NC 28601	(h) 704-904-0219 (w) 704-333-0325 megnealon@nealonplanning.com	July 2015	June 2018
Ward 2 (Tarlton)	Ernie Masche 3420 North Center Street Hickory, NC 28601	828-324-7956 828-310-8823 erniemasche@gmail.com	July 2014	June 2017
Ward 3 (Seaver)	Vacant			
Ward 4 (Guess)	Vacant			
Ward 5 (Zagaroli)	Justin Query 1616 10 th Street Drive NW Hickory, NC 28601	828-315-9797 justin@queryvaluation.com	July 2016	June 2016
Ward 6 (Patton)	Lisa Morphis 1433 6 th Street Circle NW Hickory, NC 28601	828-328-1156 lmorphis@kowapharma.com	July 2016	June 2019
At-Large (outside City, w/in HRP) (Wright)	Vacant			
At-Large (Wright)	Charlie Hayes 108 28 th Avenue NW Hickory, NC 28601	828-291-2008 chayesnc@gmail.com	July 2016	June 2019
At-Large (Wright)	Vacant			
Planning Commission	Junior Hedrick 1450 25 th Street NE Hickory, NC 28601	(h) 256-8404 (w) 381-6700 Jhedrick12@charter.net	July 2016	June 2019
Youth Council Rep.	Darian Abernathy 953 4th St PL SE Hickory, NC 28602	dariangreengrilla@yahoo.com 291-8829	August 2016	August 2017
City Staff - Planner	Cal Overby	828-323-7487 coverby@hickorync.gov		

Attendance Roster
FY 16-17

Key	A	<i>Absent</i>	AX	<i>Excused</i>		<i>No meeting</i>
	P	<i>Present</i>				<i>Vacant/Not yet appointed</i>

Community Appearance Commission		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Appoint	Expire
Ward1	Meg Nealon	P												Jun-15	Jun-18
Ward 2	Ernie Masche	A												Nov-14	Jul-17
Ward 3	Vacant													Jul-13	Jul-16
Ward 4	Vacant													Jul-13	Jul-16
Ward 5	Justin Query	P												Jun-16	Jul-19
Ward 6	Lisa Morphis	P												Aug-13	Jul-16
At-Large (HRPA)	Vacant													Jul-13	Jul-16
At-Large (HRPA)*	Charlie Hayes	P												Aug-14	Jul-16
At-Large (HRPA)	Vacant													Jun-13	Jul-16
HRPC	Junior Hedrick	P												Jul-16	Jul-17
Youth	Darian Abernathy													Aug-16	

Community Appearance Commission
Monday, May 23, 2016, 4:00 pm

A regular meeting of the City of Hickory's Community Appearance Commission was held on Monday, May 23, 2016, 4:00 pm, in the third floor Conference Room of the Julian G. Whitener Municipal Bldg.

Members Present: Andrew Straw, Lisa Morphis, Sam Hunt, Janet Painter, Charlie Hayes and David Moser

Members Excused: Meg Nealon and Debby Rush

Members Absent: Candas Brown, Ernie Masche and Paul Wood

Others Present: Principal Planner Cal Overby and Minutes Clerk Anne Starnes

A quorum was present.

Welcome & Introductions: Andrew Straw, Chair, called the meeting to order at 4:00 pm and thanked everyone for attending.

Approval of April 25, 2016 Meeting Minutes: Minutes of the previous meeting were distributed to members in advance. Mr. Straw clarified that, under the "Other Business" portion of the minutes, any changes made to the meeting time need to occur after July 1, not prior to it. There could be a different group of members, and they need to vote on any changes made.

Charlie Hayes moved, seconded by Lisa Morphis, to approve the April 25, 2016 minutes, with one correction as discussed. The motion carried unanimously.

Matters Not on the Agenda: Mr. Straw asked if members had matters to discuss that were not on the agenda. He said Mr. Overby had discussed term limits at the previous meeting, and that members whose terms are set to expire on June 30, 2016 were stated in the minutes. He asked the six members eligible for re-appointment to advise Mr. Overby of their preference immediately, as time is limited for City Council to replace them.

Ms. Morphis asked if the budget submitted for next year includes funds for Adopt-a-Spot program signs. Mr. Overby was uncertain, but said budget funds could be moved to other areas, as needed.

Mr. Hayes asked if Tom Dixon had completed his landscaping grant project on 4th Street SW. Mr. Overby said the project was nearly complete, after a delay due to replacing a collapsed retaining wall. He will check back with him on the status of installing their plants.

Mr. Straw referenced the FY 2015/2016 grant budget included in the agenda packet and said \$3,530 remains. Mr. Overby noted someone had called regarding a grant request, and he advised them to submit it after July 1, since the time needed for grant approval and project completion was not adequate.

Mr. Hayes asked the status of Hickory Mechanical's project in the former North Hickory Furniture Co. building off Old Lenoir Road. Mr. Overby said the project is complete, following painting delays due to recent rains. He said the building's appearance is definitely improved.

Discussion of the Grant Operating Guidelines: Mr. Straw said most of the same members were present today as attended the previous meeting, when the grant operating guidelines were discussed at length. A few changes made, but any further discussion was tabled until Meg Nealon could be present to discuss her recommended changes. She was out of town today and unable to attend again, but e-mailed a draft of “Proposed Changes to the CAC Grant Criteria” to Mr. Overby. He distributed copies of the scoring matrix currently used by members, for comparison purposes, along with proposed changes from Ms. Nealon. He said her proposed changes appear to reference scoring only, not the operating guidelines, and specifically discuss the “Impact” and “Viability” scores.

Members discussed Ms. Nealon’s proposed changes to the “Viability” category score, noting that her suggestion appears to flip the “Low” and “High” scores, to give more points to vacant buildings than occupied ones, which members agreed has both pros and cons. Mr. Overby said the City currently has a Vacant Building Grant Program, with much larger funding amounts than the CAC handles.

Mr. Straw said Ms. Nealon’s proposed changes match with the comments made by City Council member Brad Lail made during Jim Mitchell’s appeal to Council, when Mr. Lail had said the CAC scoring matrix was not consistent with the City’s policy of trying to help vacant buildings to become occupied. Mr. Straw asked members if they agree with this change, which would give limited points to a business that currently has a viable business. It was noted this is the Community Appearance Commission, and that members should be concerned with whether project funds requested would enhance the building’s appearance. On the other hand, members did not feel that it was their role to comment on, or critique, changes being made to a property by the owner, and discussed removing the “Viability” category and score from the matrix, or splitting it – one score for the ownership track record and one for the building track record.

There was agreement among members that appearance is very subjective, and an owner’s track record is not necessarily a reliable indicator. The applicant Phillip McCluney was discussed, which members agreed was one of the best projects they have funded. Mr. McCluney received high scores on his application last summer, but he would receive fewer points under the changed criteria. The discussion continued, with members agreeing that no changes are needed for the “Viability” scoring matrix.

Lisa Morphis moved, seconded by Sam Hunt, to make no changes to the “Viability” portion of the scoring matrix, and leave it as is. There was no further discussion, and the motion carried unanimously.

Members discussed Ms. Nealon’s proposed changes to the “Impact” category score, which would add text to the “High” score for only Community Appearance Grant applications. She suggests adding, *“Incorporates materials or other detail(s) that are appropriate for the context.”* Mr. Straw said this brings up the discussion among members earlier in the meeting – of whether it is their role to comment on, or critique, changes being made to a property by the owner.

It was noted Ms. Nealon did not include the entire criteria for the “High” score. The words, “... with dramatic impact.” were not included. Members discussed whether these words are necessary, as they are subjective. They also discussed the use of Ms. Nealon’s suggested words *“appropriate for the context”* in her suggested change, which are also subjective, since what is appropriate to one person may not be to another person. Members questioned the difference in saying “appropriate” vs. “dramatic impact” and considered various wording options. They also discussed if there is wording that would indicate a professional had designed the plan, or had a role in designing the plan.

Janet Painter moved, seconded by David Moser, that for the “High” score of the “Impact” category for Community Appearance Grants, the first sentence would remain as is, the second sentence becomes, *Changes the entire look of the property.* and the third sentence would be, *Incorporates materials or*

other details that are contextually appropriate and well designed. There was no further discussion, and the motion carried unanimously.

Discussion of the 2016 Beautification Awards: Mr. Straw said members had set up dates for the upcoming Beautification Awards program at their previous meeting, and there was no discussion.

Update on Bond Commission Activities: There was no update, as Mr. Hayes said the Bond Commission had not met again since the previous CAC meeting.

Reports from Planning Commission and Youth Council Representatives: Sam Hunt said the Hickory Regional Planning Commission met in late May and heard a presentation from John Marshall, Director of Planning and Transportation for Western Piedmont Council of Governments. Mr. Marshall updated HRPC members on transportation and road plans for Hickory and the surrounding region, many years into the future. There was no report on Youth Council activities. Their year ended with their final meeting earlier this month.

Next Meeting: The next meeting will be on Monday, June 27, 2016, at 4:00 pm.

Adjourn: Sam Hunt moved, seconded by Charlie Hayes, to adjourn. There being no further business, the meeting adjourned at 5:00 pm.

_____, Chair
Community Appearance Commission

Anne Starnes, Minutes Clerk
City of Hickory

NOTES
Community Appearance Commission
Monday, July 25, 2016, 4:00 pm

A regular meeting of the City of Hickory's Community Appearance Commission was held on Monday, July 25, 2016, 4:00 pm, in the third floor Conference Room of the Julian G. Whitener Municipal Bldg.

Members Present: Lisa Morphis, Charlie Hayes, Meg Nealon, Junior Hedrick and Justin Query

Members Excused: none

Members Absent: Ernie Masche

Others Present: Principal Planner Cal Overby and Minutes Clerk Anne Starnes

A quorum was **not** present.

Welcome & Introductions: Principal Planner Cal Overby convened the meeting at 4:05 pm and thanked everyone for attending. He introduced new members Justin Query and Junior Hedrick. Mr. Query represents Ward 5. Mr. Hedrick replaces Sam Hunt as the Hickory Regional Planning Commission representative to the CAC. Self-introductions were made.

Annual Election of Officers: Mr. Overby said this was the first meeting of the new fiscal year. Due to the lack of a quorum, election of officers was postponed to the August meeting.

Approval of May 23, 2016 Minutes: The May meeting minutes could not be approved without a quorum present.

Matters Not on the Agenda:

FY 2016-17 Budget – Mr. Overby said that City Council approved a \$51,300 budget again this year.

Grant Requests – Mr. Overby said all grants for FY 2015-16 were completed and closed out. He has not received any grant requests for the new fiscal year, but spoke with an interested applicant who is thinking of buying a group of homes in the Highland area, then updating them as rentals during events. No paperwork has been submitted, so no other details were available.

Beautification Award Updates: Target dates for the 2016 Beautification Awards were set at the April CAC meeting, including a nomination deadline of September 12 and selection of the recipients by members at their September 26 meeting. An informal Awards Reception in the City Hall lobby to announce award recipients will again be held this year, on Tuesday, October 18, prior to the City Council meeting.

Mr. Overby said he has released the awards materials. All information is posted on the City's website and a press release was sent, but not yet printed in the newspaper. He will ask the City's Communications Department staff to promote the awards on the radio. To-date, he has not received any nomination submissions. He discussed the history of the Beautification Awards, saying the program began around 2000. It was initially Commission-driven, and then moved to community nominations. In recent years, there has been very little participation by the community. The Commission recently discussed whether to discontinue the awards; instead, they made some changes.

Mr. Overby asked members to make note of any outstanding landscaping projects that could be nominated. Charlie Hayes said he would contact the Boy Scouts Council to see if any recent Eagle Scout Projects could be nominated in the Special Award category. He suggested someone also contact the Girl Scouts Council, along the same lines. Meg Nealon suggested the award recipients from last year – or for the past couple of years, and possibly all nominees – be asked to submit nominations, and encourage their friends and neighbors to participate. Commission members will also nominate persons and businesses.

Mr. Overby will e-mail members the 2016 nomination form, and contact information for last year’s nominees and recipients. Mr. Hayes suggested splitting up the list among the CAC members for follow-up. He said the “inaugural” reception held last year was well attended by the nominees, who were all pleased to be nominated.

Commission Vacancies – Members discussed the five vacancies on the Commission, one of which is the Youth Council member. The other vacancies are for a Ward 3 and 4 member, and two At-Large members.

Update on Bond Commission Activities: Bond Representative Charlie Hayes said they met last week, their first full meeting since February. They discussed contracting with a company to handle the architectural design for the gateways. He discussed a firm with extensive experience that made a presentation to them, which their members had strongly supported. He said the selection decision is up to City Council. Mr. Hayes asked about the future Hwy. 321 bridge project, and Mr. Overby explained how the bridges would be replaced. Mr. Hayes said the Bond Commission discussed holding off on the 321 Gateway, and waiting until after the final bridge plans are set or the bridge is actually built, in order to determine the best location for the gateway.

Reports from Planning Commission and Youth Council Representatives:

Hickory Regional Planning Commission – Junior Hedrick serves on the HRPC, and Mr. Overby said he would be asked to make a short report to the CAC each month on the HRPC’s previous meeting. There was no HRPC meeting in June; in May, they held a public hearing to consider a Special Use Permit request for a home daycare expansion.

Hickory Youth Council – Mr. Overby said the Youth Council holds their first meeting in early August, and a new representative will be appointed to serve on the CAC this year.

Other: Mr. Overby asked members to let him know of any persons who might be interested in serving on the Commission.

Next Meeting: The next meeting will be on Monday, August 22, 2016, at 4:00 pm.

Adjourn: There being no further business, the meeting adjourned at 4:40 pm.

_____, Chair
Community Appearance Commission

Anne Starnes, Minutes Clerk
City of Hickory



Life. Well Crafted.

Office of Planning and Development

MEMORANDUM

To: Community Appearance Commission

From: Cal Overby, AICP, Principal Planner

Re: Mark Tuttle – Community Appearance Grant

Mark Tuttle submitted an application for a Community Appearance Grant. The proposal involves improvements to a commercial building 104 2nd Avenue NW.

The grant proposal put forth involves the replacement of the existing windows, and the painting of the building's exterior walls. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the work listed above, which total \$14,850.00 and \$15,200.00. If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$5,000.00 grant.

Please refer to the attached materials for complete information.

**Mark Tuttle
Community Appearance Grant**

 104 2nd St NW



Subject Building



Community Appearance Grant
Application Form

Project Location Address: 104 2ND AVE NW HICKORY

Applicant's Name: MARK TUTTLE

Applicant's Mailing Address: 212 2ND ST NW
HICKORY, N.C. 28601

Telephone: Day: 828-234-0519 Mobile: SAME

E-mail address: markt@atlanticpkg.com

Project Description: MOONDOG PIZZA HAS SIGNED A 5 YEAR LEASE ON THIS PROPERTY AND WILL BE OPENING THEIR SECOND LOCATION IN DOWNTOWN HICKORY! OUR PLAN IS TO PAINT THE NON-DESCRIPT EXTERIOR BRICK AND REPLACE THE UNSIGHTLY EXISTING WINDOWS, MANY OF WHICH HAVE WINDOW AC UNITS. THIS PROJECT IS A CONTINUATION OF THE RECENT RENOVATIONS ON THIS PROMINENT BLOCK IN NORTHWEST HICKORY IN DOWNTOWN.

BY ADDING ANOTHER DINING OPTION TO THE DOWNTOWN LANDSCAPE AND BEAUTIFYING WHAT IS PRESENTLY AN UGLY BUILDING, THIS PROJECT ADDRESSES THE GOALS OF THIS GRANT AND THEN SOME. PLEASE CONSIDER THIS! THANK YOU!

Total Estimated Project Cost \$ _____

Grant Request Amount \$ _____

Required Attachments

- Property Deed or Lease
- Color photographs of the existing site or project area
- A plan (drawing) of the site showing the exact location of proposed improvements
- A detailed list of the materials to be used
- A detailed project narrative that fully explains how the application meets the grant guidelines; and
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

Certification by Owner

I have completed the enclosed application and attached the items requested above. I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

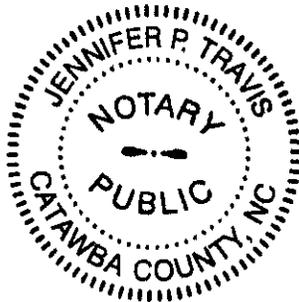
I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

Owners Signature: *Mark Tuttle* Date: 8/18/16
 (Owners signature must be notarized)

**NORTH CAROLINA
CATAWBA COUNTY**

I, Jennifer P. Travis, a Notary Public for said County and State, do hereby certify that Mark Tuttle personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th day of August, 2016



Jennifer P. Travis
 Notary Public

My Commission Expires: Sept 9, 2020

FILED Catawba County

on Aug 03, 2015 at 02:57:00 pm

Excise Tax \$0.00 (MC)

INST. # 12645

DONNA HICKS SPENCER,
Register of Deeds

Ek 03301 Pg 1814-1829

Loan Number 100155004427

Deed of Trust, Security Agreement and Assignment of Leases and Rents

(THIS DEED OF TRUST SECURES PRESENT AND FUTURE ADVANCES)

DRAWN BY: Thomas N. Hannah ✓ RETURN TO: Thomas N. Hannah
PO Drawer 1989 PO Drawer 1989
Hickory, NC 28603 Hickory, NC 28603

This Deed of Trust, Security Agreement and Assignment of Leases and Rents (this "Deed of Trust") entered into at Newton, North Carolina, as of August 3, 2015, among Marcus Lee Tuttle, Jr, an individual residing at 835 21st Ave Dr NW, Hickory, North Carolina 28601 and Dana Gilbert Tuttle, an individual residing at 835 21st Ave Dr NW, Hickory, North Carolina 28601 (the "Trustor"), Tim Turner, with an address of 518 West C Street, Newton, North Carolina 28658 (the "Trustee") for the use and benefit of Peoples Bank, a North Carolina banking corporation with an address of 518 West C Street, Newton, North Carolina 28658 (the "Beneficiary"), and the Beneficiary.

The real property which is the subject matter of this Deed of Trust has the following address(es): 212 2nd Street, NW, Hickory, NC 28601; 214 2nd Street NW, Hickory, NC 28601 and 104 2nd Avenue, NW, Hickory, NC 28601 (the "Address(es)") THIS COLLATERAL INCLUDES FIXTURES.

1. DEED OF TRUST, OBLIGATIONS AND FUTURE ADVANCES

1.1 Deed of Trust. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Trustee and its successors and assigns, IN FEE SIMPLE AND IN TRUST, for the benefit and security of the Beneficiary forever, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, all of Trustor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Beneficiary and all obligations respecting that certain Term Note - Line of Credit, dated August 3, 2015, by Marcus Lee Tuttle, Jr and Dana Gilbert Tuttle in favor of the Beneficiary in the original principal amount of \$405,450.00 (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.



This is a future advance Deed of Trust entitled to the benefits of Article 7 of Chapter 45 of the North Carolina General Statutes

1815

The maximum principal amount, including present and future Obligations, which may be secured hereby at any one time shall not exceed \$405,450.00. The time period within which such future Obligations may be incurred and future advances may be made shall not extend for more than thirty (30) years from the date of this Deed of Trust.

1.2 Security Interest in Property. As continuing security for the Obligations the Trustor hereby pledges, assigns and grants to the Beneficiary, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Deed of Trust is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of North Carolina (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Beneficiary shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Deed of Trust constitutes a financing statement filed as a fixture filing under Section 9502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Trustor hereby irrevocably and unconditionally assigns to the Beneficiary, and its successors and assigns, as collateral security for the Obligations all of the Trustor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Trustor shall have a license, revocable by the Beneficiary, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Beneficiary exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. To have and to hold the above granted Property unto and to the use and benefit of the Trustee, IN TRUST, for the benefit and security of the Beneficiary, and to the Beneficiary, as the case may be, and their successors and assigns, IN FEE SIMPLE forever; provided, however, the conveyances, grants and assignments contained in this Deed of Trust are upon the express condition that, if Trustor shall pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Deed of Trust, shall pay and perform all other Obligations as set forth in this Deed of Trust and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Deed of Trust shall cease, terminate and be void.

1.5 Property. The term "Property," as used in this Deed of Trust, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the Uniform Commercial Code, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Trustor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Trustor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Trustor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.



1.6 Obligations. The term "Obligation(s)," as used in this Deed of Trust, shall mean without limitation all loans, advances, indebtedness, notes, liabilities, rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, forward transactions, currency swap transactions, cross-currency rate swap transactions, currency options and amounts, liquidated or unliquidated, now or hereafter owing by the Trustor to the Beneficiary at any time, of each and every kind, nature and description, whether arising under this Deed of Trust or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Trustor to the Beneficiary; or are due indirectly by the Trustor to the Beneficiary as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Beneficiary, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Trustor or due from the Trustor to the Beneficiary from time to time and all advances, costs and expenses referred to in this Deed of Trust, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Beneficiary's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Trustor that this Deed of Trust secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Beneficiary or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Deed of Trust. Notice of the continuing grant of this Deed of Trust shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Trustor represents and warrants that:

- (a) This Deed of Trust has been duly executed and delivered by the Trustor and is the legal, valid and binding obligation of the Trustor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (b) The Trustor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "Permitted Encumbrances");
- (c) The Trustor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Trustor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;
- (d) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Beneficiary; and
- (e) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Trustor covenants that it shall, at its sole cost and expense and upon the request of the Beneficiary, cause this Deed of Trust, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of the Beneficiary in the Property and the rights of the Beneficiary under this Deed of Trust.



Trustor will from time to time execute and deliver to the Beneficiary such documents, and take or cause to be taken, all such other further action, as the Beneficiary may request in order to effect and confirm or vest more securely in the Beneficiary all rights contemplated by this Deed of Trust (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to the Beneficiary the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Trustor authorizes the Beneficiary to file financing statements, continuation statements or amendments without Trustor's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed or authenticated by the Beneficiary on behalf of Trustor, if necessary, and may be filed at any time in any jurisdiction. The Beneficiary may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as "all assets of Trustor" or words of similar effect and which contain any other information required by Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Trustor is an organization, the type of organization and any organization identification number issued to Trustor; Trustor also authorizes the Beneficiary to file financing statements describing any agricultural liens or other statutory liens held by the Beneficiary. Trustor agrees to furnish any such information to the Beneficiary promptly upon request. In addition, Trustor shall at any time and from time to time, take such steps as the Beneficiary may reasonably request for the Beneficiary (i) to obtain an Acknowledgement, in form and substance satisfactory to the Beneficiary, of any bailee having possession of any of the Property that the bailee holds such Property for the Beneficiary, (ii) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such terms are defined in Article 9 of the Uniform Commercial Code relating to what constitutes "control" for such items of Property), with any agreements establishing control to be in form and substance satisfactory to the Beneficiary, and (iii) otherwise to insure the continued perfection and priority of the Beneficiary's security interest in any of the Property and the preservation of its rights therein. Trustor hereby constitutes the Beneficiary its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Deed of Trust terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Trustor. The Trustor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of the Beneficiary in each instance:

- (a) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Trustor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Deed of Trust;
- (b) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or
- (c) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Trustor further agrees to give the Beneficiary prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Trustor agrees to defend its title to the Property and the Beneficiary's interest therein against the claims of all persons and, unless the Beneficiary requests otherwise, to appear in and diligently contest, at the Trustor's sole cost and expense, any action or proceeding that purports to affect the Trustor's title to the Property or the priority or validity of this Deed of Trust or the Beneficiary's interest hereunder.

2.4 Operation of Property. The Trustor covenants and agrees as follows:



- (a) The Trustor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Trustor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to the Beneficiary of (i) any violation of any such law, ordinance or regulation by the Trustor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (b) The Trustor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which the Beneficiary may require, provided that, in any case, the Trustor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Beneficiary; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Beneficiary may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Beneficiary, provide deductible amounts acceptable to the Beneficiary, name the Beneficiary as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Beneficiary. Such policies shall include (i) a mortgage endorsement determined by the Beneficiary in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of the Beneficiary, shall not be invalidated by any act or neglect of the Trustor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as the Beneficiary may request. The Trustor will furnish to the Beneficiary upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to the Beneficiary. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Trustor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;
- (c) Trustor will not enter into or modify the Leases in any material respect without the prior written consent of the Beneficiary, execute any assignment of the Leases except in favor of the Beneficiary, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;
- (d) Trustor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit the Beneficiary and the Beneficiary's agents, employees and representatives, at such reasonable times as the Beneficiary may request, to enter and inspect the Property and such books and records; and
- (e) Trustor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.



2.5 Payments. The Trustor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Deed of Trust or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Beneficiary, the Trustor shall deposit from time to time with the Beneficiary sums determined by the Beneficiary to be sufficient to pay when due the amounts referred to in this Section. The Trustor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Beneficiary's request, provides the Beneficiary with adequate cash security, in the Beneficiary's reasonable judgment, against the enforcement thereof. The Trustor shall furnish to the Beneficiary the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Trustor shall also furnish to the Beneficiary evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Beneficiary. If Trustor shall fail to pay such sums, the Beneficiary may, but shall not be obligated to, advance such sums. Any sums so advanced by the Beneficiary shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Deed of Trust.

2.6 Notices: Notice of Default. The Trustor will deliver to the Beneficiary, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Trustor is in default in the performance or observance of any of the terms hereof or that the Trustor or any tenant is in default of any terms of the Leases. The Trustor further agrees to deliver to the Beneficiary written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Trustor shall promptly give written notice to the Beneficiary, describing the nature and extent thereof. The Beneficiary may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Trustor shall promptly give to the Beneficiary copies of all notices, pleadings, determinations and other papers relating thereto. The Trustor shall in good faith with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Trustor shall not settle any such claim without the Beneficiary's prior written consent. The Trustor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Beneficiary and promptly pay the same to the Beneficiary. The Trustor authorizes any award or settlement due in connection with a Taking to be paid directly to the Beneficiary in amounts not exceeding the Obligations. The Beneficiary may apply such amounts to the Obligations in such order as the Beneficiary may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Beneficiary and, at the option of the Beneficiary, be applied to the Obligations in such order as the Beneficiary may determine; provided, however, that if the Beneficiary shall require repair of the Property, the Beneficiary may release all or any portion of such proceeds to the Trustor for such purpose. Any insurance proceeds paid to the Trustor shall be held in trust for the Beneficiary and promptly paid to it.

2.9 Legal Proceedings. The Beneficiary shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in the Beneficiary's reasonable judgment, might affect the Property or any of the rights created or secured by this Deed of Trust. The Beneficiary shall have such right whether or not there shall have occurred an Event of Default hereunder.

2.10 Appraisals/Assessments. The Beneficiary shall have the right, at the Trustor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as the Beneficiary deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.



2.11 Financial Statements. The Beneficiary shall have the right, at the Trustor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to the Beneficiary from the Trustor or any guarantor of any of the Obligations and the Trustor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by the Beneficiary.

2.12 Substitution of Trustee. The Beneficiary may from time to time, without notice to the Trustor or Trustee and with or without cause and with or without the resignation of Trustee, substitute a successor or successors to the Trustee named herein or acting hereunder. Upon such appointment, the successor trustee shall be vested with all title, powers and duties conferred upon the Trustee named herein or acting hereunder. Each such appointment and substitution shall be made by a writing executed by Beneficiary and when duly recorded in the appropriate office shall be conclusive proof of proper appointment of such successor Trustee. The procedure herein provided for substitution of the Trustee shall be conclusive of all other provisions for substitution, statutory or otherwise.

2.13 Subrogation. If proceeds of the indebtedness secured hereby are paid to the holder of any lien against all or any part of the Property, the Trustee and the Beneficiary shall, to the extent of such payment, be subrogated to the lien and other rights of the payee.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events:

- (a) default of any liability, obligation or undertaking of the Trustor or any guarantor of the Obligations to the Beneficiary, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Trustor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Beneficiary;
- (b) failure by the Trustor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Deed of Trust or the Loan Documents;
- (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (d) failure of the Trustor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Beneficiary;
- (e) default of any material liability, obligation or undertaking of the Trustor or any guarantor of the Obligations to any other party;
- (f) if any statement, representation or warranty heretofore, now or hereafter made by the Trustor or any guarantor of the Obligations in connection with this Deed of Trust or in any supporting financial statement of the Trustor or any guarantor of the Obligations shall be determined by the Beneficiary to have been false in any material respect when made;
- (g) if the Trustor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (h) the death of the Trustor or any guarantor of the Obligations and, if the Trustor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;



- (i) the institution by or against the Trustor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Trustor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Trustor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Trustor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (j) the service upon the Beneficiary of a writ in which the Beneficiary is named as trustee of the Trustor or any guarantor of the Obligations;
- (k) a Judgment or Judgments for the payment of money shall be rendered against the Trustor or any guarantor of the Obligations, and any such Judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Trustor or any guarantor of the Obligations;
- (m) the termination or revocation of any guaranty of the Obligations; or
- (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Trustor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Beneficiary, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Trustor or any guarantor of the Obligations to the Beneficiary has been or may be impaired.

3.2 Remedies. On the occurrence of any Event of Default the Beneficiary may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Trustor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Direct the trustee to, or enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Trustor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Beneficiary upon the Property for any reason shall not cause the Beneficiary to be a mortgagee in possession; except upon the express written declaration of the Beneficiary;
- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Trustor appoints the Beneficiary as its true and lawful attorney with the power for the Beneficiary in its own name and capacity to demand and collect Rents and take any action that the Trustor is authorized to take under the Leases. The Beneficiary shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Beneficiary determines, or in accordance with any applicable statute, and the Trustor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later



commencement of foreclosure for breach thereof. The Beneficiary shall be liable to account only for such Rents actually received by the Beneficiary. Lessees under the Leases are hereby authorized and directed, following notice from the Beneficiary, to pay all amounts due the Trustor under the Leases to the Beneficiary, whereupon such lessees shall be relieved of any and all duty and obligation to the Trustor with respect to such payments so made;

- (d) (i) Direct the Trustee to sell (and the Trustee is hereby empowered to sell) the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as the Beneficiary may determine (free of any equity of redemption, homestead, dower, courtesy or other exemption, all of which are expressly waived by Trustor) and in accordance with the laws of the State of North Carolina, or (ii) otherwise foreclose this Deed of Trust in any manner permitted by law. Upon such sale the Trustor shall execute and deliver such instruments as the Beneficiary may request in order to convey and transfer all of the Trustor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Trustor in and to the Property. In the event this Deed of Trust shall include more than one parcel of property or subdivision (each hereinafter called a 'portion'), the Beneficiary shall, in its sole and exclusive discretion, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Beneficiary may in its discretion subordinate this Deed of Trust to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (e) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Trustor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Trustor shall provide the Beneficiary or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Trustor from any responsibility therefor or given the Beneficiary "control" over the Property or cause the Beneficiary to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (f) Take such other actions or proceedings as the Beneficiary deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Trustor hereby waives any right to object to such appointment) and exercise of any of the Beneficiary's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

Trustor hereby grants to Trustee, for the benefit of the Beneficiary, a power of sale pursuant to the provisions of Article 2A of Chapter 45 of the North Carolina General Statutes and accordingly, Trustee shall have all of the rights and powers granted by North Carolina law to the holder of a deed of trust containing a power of sale, including the right, to the extent permitted by North Carolina law, to sell the Property or any part thereof, by exercising the power of sale, without first commencing a foreclosure action or obtaining a foreclosure decree, and to give such notices and to do all other acts as are permitted or required by North Carolina law to foreclose a deed of trust without judicial action.

In addition, the Trustee and the Beneficiary shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Trustor agrees and acknowledges that the acceptance by the Beneficiary of any payments from either the Trustor or any guarantor after the occurrence of any Event of Default, the exercise by the Trustee or the Beneficiary of any remedy set forth herein or the commencement, discontinuance or abandonment of



foreclosure proceedings against the Property shall not waive the Trustee's or the Beneficiary's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Trustee or the Beneficiary. The Trustor agrees and acknowledges that the Trustee or the Beneficiary, by making payments or incurring costs described herein, shall be subrogated to any right of the Trustor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Trustor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

3.3 Advances. If the Trustor fails to pay or perform any of its obligations respecting the Property, the Beneficiary may in its sole discretion do so without waiving or releasing Trustor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Beneficiary hereunder shall be, until paid, part of the Obligations and secured by this Deed of Trust, and shall be due and payable to the Beneficiary, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

3.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Beneficiary might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Trustor further agrees that the Trustee and the Beneficiary may exercise any or all of its rights or remedies set forth herein without having to pay the Trustor any sums for use or occupancy of the Property.

3.5 Trustor's Waiver of Certain Rights. To the extent permitted by applicable law, the Trustor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

3.6 Transfer of Title. Upon the completion of any sale or sales of any Property, Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed of conveyance or assignment and transfer, lawfully conveying, assigning, and transferring the Property sold, but without any covenant or warranty, express or implied.

3.7 Effect of Sale. Any sale or sales made by virtue of or under this Deed of Trust, whether under any power of sale herein granted or through judicial proceedings, shall, to the fullest extent permitted by law, operate to divest all right, title, estate, interest, claim, and demand whatsoever, either at law or in equity, of Trustor in and to the property so sold, or any part thereof from, through or under Trustor, its successors and assigns. The receipt by Trustee shall be full and sufficient discharge to any purchaser of the Property or any part thereof sold as aforesaid for the purchase money; and no purchaser or his representatives, grantees or assigns after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Deed of Trust, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or be bound to inquire as to the authorization, necessity, expedience or regularity of any such sale.

3.8 Reconveyance. Upon written request of the Beneficiary and surrender of this Deed of Trust and any Notes to Trustee for cancellation or endorsement, and upon payment of its fees and charges, Trustee shall reconvey, without warranty, all or any part of the Property then subject to this Deed of Trust. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

4. MISCELLANEOUS



4.1 Costs and Expenses. To the extent permitted by applicable law, the Trustor shall pay to the Trustee and the Beneficiary, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Trustee and the Beneficiary in connection with the Trustee's and the Beneficiary's interpretation, recordation of this Deed of Trust, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Deed of Trust and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Trustor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Trustor hereunder shall be, until paid, part of the Obligations and secured by this Deed of Trust, and the Beneficiary shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Trustor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

4.2 Indemnification Regarding Leases. The Trustor hereby agrees to defend, and does hereby indemnify and hold the Beneficiary, Trustee, and each of their respective directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of the Beneficiary to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon the Beneficiary or any Indemnitee or make them liable for performance of any of the obligations of the Trustor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

4.3 Indemnification Regarding Hazardous Substances. The Trustor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Trustor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Deed of Trust and/or the repayment of all debts to the Beneficiary including repayment of all Obligations.

4.4 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Deed of Trust or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Trustor or other person or entity, then the Trustor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by the Beneficiary in favor of the Trustor.

4.5 Waivers. The Trustor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Beneficiary in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Beneficiary's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Beneficiary of any default of the Trustor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Beneficiary, which consent makes explicit reference to this Deed of Trust. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Beneficiary and the Trustor at any time (whether before, during or after the effective date or term of this Deed of Trust) shall be construed as a waiver, modification or limitation of any of the Beneficiary's rights and remedies under this Deed of Trust (nor shall anything in this Deed of Trust be construed as a waiver, modification or limitation of any of the Beneficiary's rights and remedies under any such other agreement or



transaction) but all the Beneficiary's rights and remedies not only under the provisions of this Deed of Trust but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Beneficiary at such time or times and in such order of preference as the Beneficiary in its sole discretion may determine.

4.6 Waiver of Homestead. To the maximum extent permitted under applicable law, the Trustor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including without limitation, Article X of the Constitution of North Carolina.

4.7 Severability. If any provision of this Deed of Trust or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Deed of Trust (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

4.8 Complete Agreement. This Deed of Trust and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

4.9 Binding Effect of Agreement. This Deed of Trust shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Beneficiary shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Beneficiary may transfer and assign this Deed of Trust and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Beneficiary; and the Beneficiary shall then be relieved and discharged of any responsibility or liability with respect to this Deed of Trust and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Deed of Trust or the other Loan Documents.

4.10 Notices. Any notices under or pursuant to this Deed of Trust shall be deemed duly received and effective if delivered in hand to any officer or agent of the Trustor or the Beneficiary, or if mailed by registered or certified mail, return receipt requested, addressed to the Trustor or the Beneficiary at the address set forth in this Deed of Trust or as any party may from time to time designate by written notice to the other party.

4.11 Governing Law. This Deed of Trust shall be governed by North Carolina law without giving effect to the conflicts of laws principles thereof.

4.12 Reproductions. This Deed of Trust and all documents which have been or may be hereinafter furnished by the Trustor to the Beneficiary may be reproduced by the Beneficiary by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

4.13 Jurisdiction and Venue. The Trustor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in North Carolina, over any suit, action or proceeding arising out of or relating to this Deed of Trust. The Trustor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Trustor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Trustor's address set forth herein or such other address as has been provided in writing to the Beneficiary and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Trustor.



4.14 JURY WAIVER. THE TRUSTOR AND THE BENEFICIARY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS DEED OF TRUST, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE TRUSTOR CERTIFIES THAT NEITHER THE BENEFICIARY NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BENEFICIARY WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

EXECUTED under seal as of the date first above written.

TRUSTOR:
Marcus Lee Tuttle, Jr (SEAL)
(Signature)

Marcus Lee Tuttle, Jr
(Print Name)

Dana Gilbert Tuttle (SEAL)
(Signature)

Dana Gilbert Tuttle
(Print Name)

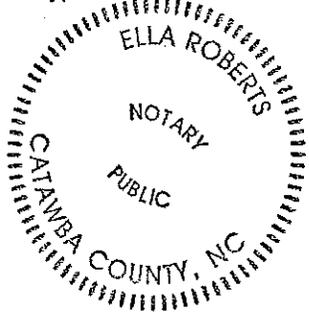
State of North Carolina :
County Of Catawba : SS.

I, Ella Roberts, a Notary Public for said County and State do hereby certify that Marcus Lee Tuttle, Jr personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official stamp or seal, this 3rd day of August, 2015.

Ella Roberts
Signature of Notary Public
Ella Roberts
Typed or Printed Name of Notary Public

(Official Seal)
My Commission Expires: June 19, 2017



State of North Carolina :
County Of Catawba : SS.

I, Ella Roberts, a Notary Public for said County and State do hereby certify that Dana Gilbert Tuttle personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official stamp or seal, this 3rd day of August, 2015.

Ella Roberts
Signature of Notary Public
Ella Roberts
Typed or Printed Name of Notary Public

(Official Seal)
My Commission Expires: June 19, 2017

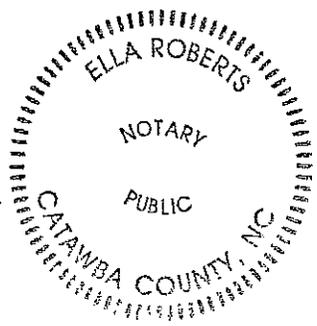


EXHIBIT A

1828

Property Description

EXHIBIT 'A'

PIN: 3703-19-50-8571 & 3703-19-50-9464

LRK: 0001042 & 0001039

TRACT I: BEGINNING at an iron stake found in the eastern margin of the right-of-way of 2nd Street, N.W., which iron stake is located North 0° 25' 45" East 97.22 feet, more or less, from the northern margin of the right-of-way of 2nd Avenue, N.W., which iron stake marks the northwest corner of Phillip J. Schmitt under deed recorded in Book 1506 at Page 995; proceeding thence with the eastern margin of the right-of-way of 2nd Street, N.W.; North 0° 25' 45" East 50.53 feet to a pin, the southwest corner of Robert W. Hallman, Sr., under deed recorded in Book 1621 at Page 149; thence with Hallman's Southern line, South 89° 48' 15" East 215.85 feet to an iron stake in the western line of Health & Rehabilitation Properties Trust under deed recorded in Book 1528 at Page 120, thence with the eastern line of the trust, the following courses and distances: South 0° 05' 10" East 8.71 feet to an iron stake found and South 1° 39' 42" West 41.61 feet to an iron stake found in the northern line of Tilden H. Adams under Deed recorded in Book 1292 at Page 748; thence with Adams, the following courses and distances: South 89° 50' 23" West 48.63 feet to an iron stake set and South 0° 38' 34" East 99.05 feet to an iron stake found in the northern margin of the right-of-way of 2nd Avenue NW; thence with the northern margin of the right-of-way of 2nd Avenue, NW, North 89° 06' 20" West 68.69 feet to an iron stake found, the southeast corner of Phillip J. Schmitt; thence with Schmitt the following courses and distances: North 0° 18' 41" West 98.04 feet to an iron stake found and North 89° 40' West 98.30 feet to the BEGINNING, and containing 17,650 square feet, as shown on plat of survey entitled "Property of the Honeycutt Brothers Partnership" prepared by Vaughn & Bradshaw Surveying Company and dated January 31, 1991.

TRACT II: BEGINNING at a stake located at the northern margin of the right-of-way of 2nd Avenue NW, Hickory, North Carolina said stake marking the southeast corner of Lot 1 of the Frank H. Houck Property as shown on a plat recorded in Plat Book 5 at Page 19, Catawba County Registry, said stake being located South 87° 10' East 168.5 feet from the northeast intersection of the rights of way of 2nd Avenue, NW and 2nd Street, NW and running thence with the eastern line of Lot No. 1 of the Frank Houck Property as platted in Plat Book 5 at Page 19, North 1° 30' East 99 feet to an iron pin, now or formerly in the line of Mrs. M.E. Taylor; thence with the Taylor line South 88° 50' East to an iron stake now or formerly a corner of Mrs. B.L. Prevette; thence with Prevette's line South 1° 30' west 100 feet to a stake located at the northern margin of the right-of-way of 2nd Avenue, N.W.; thence with the northern margin of the right of way of 2nd Avenue NW; thence with the northern margin of the right of way of 2nd Avenue, NW North 87° 10' West 68.5 feet to the BEGINNING. The above metes and bounds description encompasses all of Lot 2 of the Frank Houck Property as shown on a plat recorded in Plat Book 5 at Page 19, Catawba County Registry.



EXHIBIT B

Permitted Encumbrances

1829

ANY CURRENT AND/OR FUTURE LEASES





Advanced Building Corporation

STEVEN M ZEPP

6222 Ruffin Lane
 Conover, NC 28613
 Phone 828-638-8649
agape3@charter.net

To: Mark Tuttle

Memo:
 104 2nd Ave NW
 Hickory, NC 28601

DATE	DESCRIPTION	BALANCE	AMOUNT
8-3-2016	-Removal of existing widows throughout main(upper) floor of building. Replace with new double hung vinyl clad windows. Replace and paint trim -Paint existing brick on building..maximum of two color choices. One color for the body of the building and one color for the trim (soffits and fascia)		
			\$14,850

REMITTANCE
Statement 3373
SNATURE Steven M. Zepp

Harrill Construction, Inc

Post Office Box 3102
Hickory, NC 28603

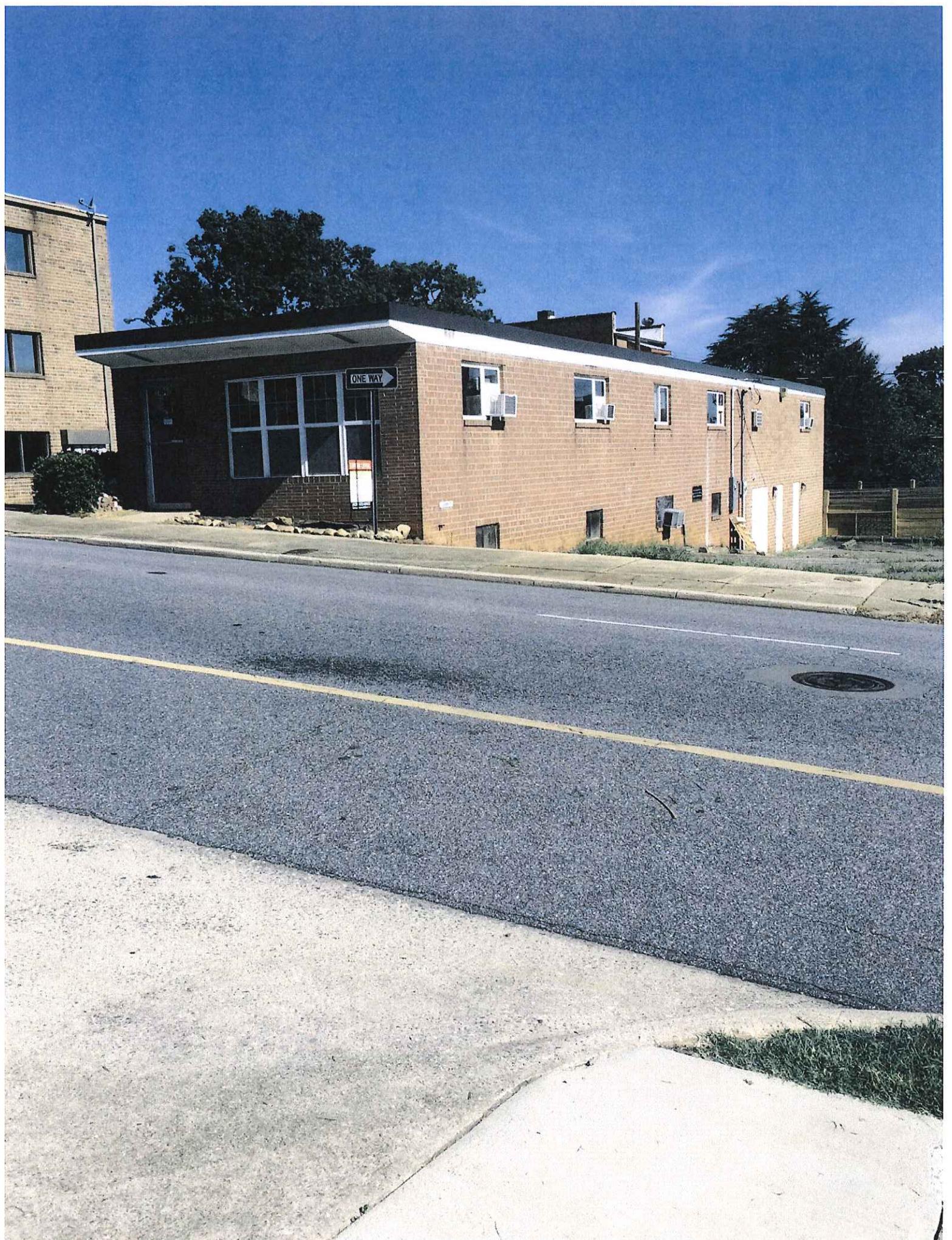
Phone # 828 228 1000 harrillalex@gmail.com

Estimate

8/2/2016	217

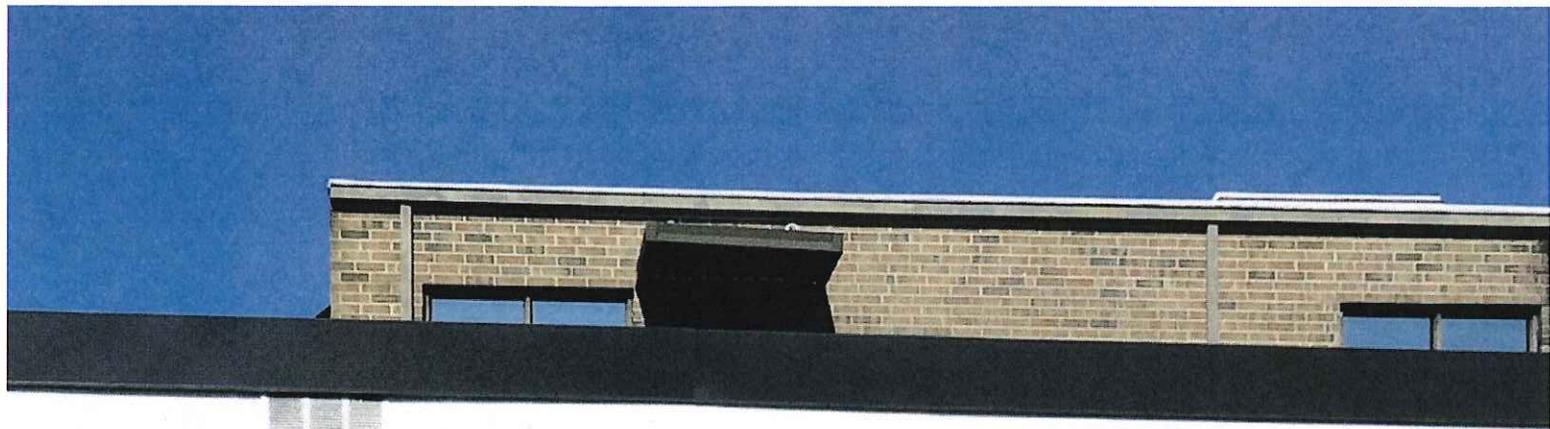
Mark Tuttle

Description	Qty	Rate	Total
Clean and prep exterior brick for paint: Cover all windows and doors to prevent over spray. One main color and one trim color. All brick will be primed and two coats of finish paint will be applied		7,800.00	7,800.00
Remove existing windows and replace with new MGM vinyl clad windows. Make all necessary alterations to accommodate new windows. Wrap exterior with new metal trim.		7,400.00	7,400.00
			\$15,200.00





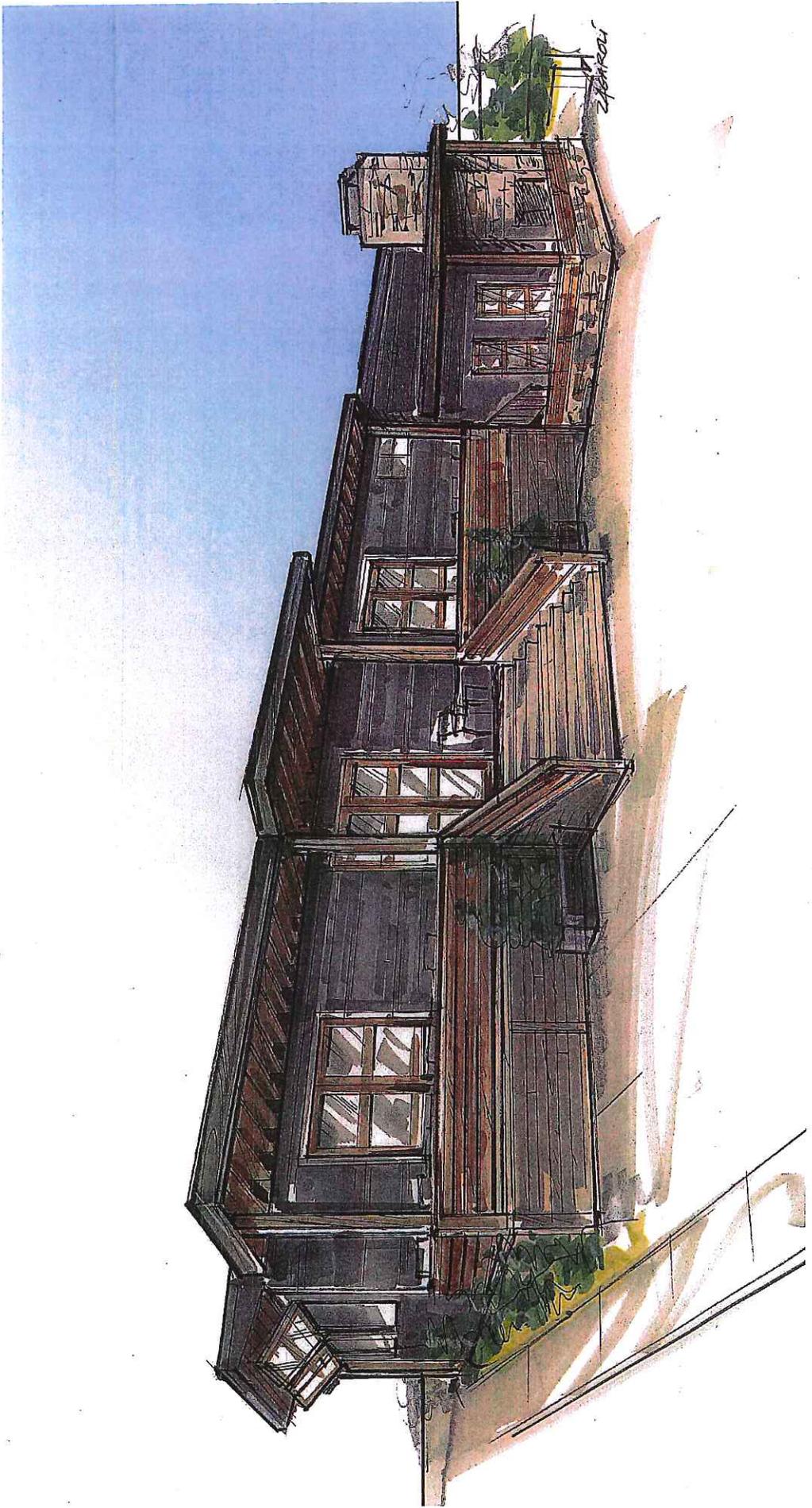




DARREN







Applicant:		Grant Type:	
Property Address:		Landscape / Community Appearance	
Category	Low (1 Point)	Medium (3 Points)	High (6 Points)
Visibility	The improvement will not be readily visible from public street.	The improvement will be readily visible from public street.	The improvement will be readily visible from an entrance corridor, high traffic public street or other high traffic area (park, community center).
Value	Average or lower value. Meets minimum criteria for owner match.	A good deal. Supports a large owner investment.	Supplements high public or private investment, donations, or matching funds. Is an exceptional value.
Impact – Landscape Grant	Adds to one aspect of the property, such as front entrance or parking lot.	Improves the overall property appearance significantly.	Changes the entire look of the property with dramatic impact.
Impact – Community Appearance Grant	Improves an aspect of the property other than façade or design of the building.	Improves building façade or overall property appearance significantly.	Improves building design and character. Changes the entire look of the property.- Incorporates materials or other details that are contextually appropriate and well designed.
Alignment	Within Urban Revitalization Area.	Within Urban Revitalization Area and is an historical structure.	Within Urban Revitalization Area and complements Inspiring Spaces, or another City or Regional initiative or program.
Longevity	2-5 years Example: flowers, paint, land-clearing.	6-15 years Example: shrubs, roofing, awnings, facial renovations	16+ years Example: trees, masonry repairs, structural renovation
Viability	Improves a property having risky long-term business viability.	Improves a structure with proven short-term (1-3 year) business viability, or low-risk long-term viability.	Improves a structure with proven long-term (4 year +) business viability.
Category Totals	0 to 13 Points	14 to 19 Points	20+ Points
Category Minimums		2L + 4M	5M + 1H
Grant Category Scores			
Overall Grant Score			



Life. Well Crafted.

Office of Planning and Development

MEMORANDUM

To: Community Appearance Commission

From: Cal Overby, AICP, Principal Planner

Re: Schmidt real Estate Investments, LLC – Community Appearance Grant

Schmidt Real Estate Investments, LLC submitted an application for a Community Appearance Grant. The proposal involves improvements to a commercial building 1122 Highland Avenue NE.

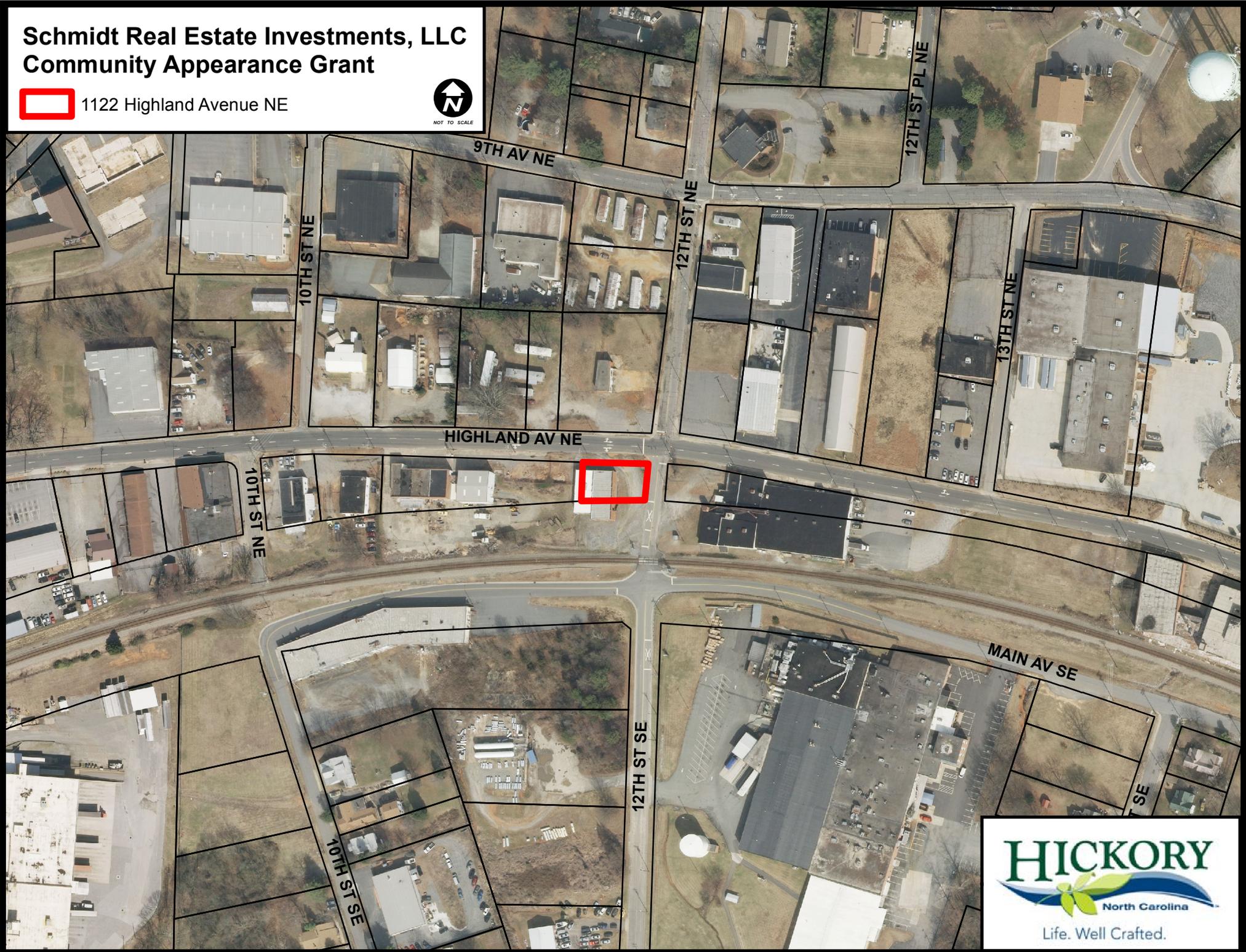
The grant proposal put forth involves the installation of windows, and a garage door. The applicant will also be painting the exterior of the building as well, but those activities were not included as part of the application. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the work listed above, which total \$18,077.00 and \$29,919.00. If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$5,000.00 grant.

Please refer to the attached materials for complete information.

**Schmidt Real Estate Investments, LLC
Community Appearance Grant**

 1122 Highland Avenue NE



Community Appearance Grant
Application Form

Project Location Address: 1122 HIGHLAND AVE NE

Applicant's Name: SCOTT HOLMES
OWNERS AGENT / PARTNER

Applicant's Mailing Address: 525 3RD ST NE WILKORY
NC 28601

Telephone: Day: 704-622-8102 Mobile: 704-622-8102

E-mail address: Sive_holmes@yahoo.com

Project Description: RENOVATING BUILDING INSIDE
AND OUT. CHANGING FROM MANUFACTURING
TO RETAIL / WAREHOUSE. WILL HAVE TWO
RETAIL SPACES. PAVED PARKING LOT
WITH SHRUBBERY.

Total Estimated Project Cost \$ 80,000
Grant Request Amount \$ 5,000



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

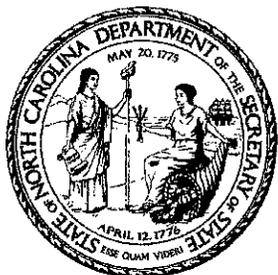
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

SCHMIDT REAL ESTATE INVESTMENTS, LLC

the original of which was filed in this office on the 22nd day of August, 2016.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of August, 2016.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

SOSID: 1538540
Date Filed: 8/22/2016 11:01:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2016 231 00160

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Schmidt Real Estate Investments, LLC

2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. **Note: This document must be signed by all persons listed.**)

Kimberly Spicer 214 North Morgan Street Shelby, NC 28150 Organizer

3. The name of the initial registered agent is:
Kimberly Spicer

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 214 North Morgan Street

City Shelby State: NC Zip Code: 28150 County: Cleveland

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street _____

City _____ State: NC Zip Code: _____ County: _____

6. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The principal office telephone number: _____

The street address and county of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address:

kimberlyspicer@kimberlyspicer.com _____

The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

9. These articles will be effective upon filing, unless a future date is specified:

This is the 12 day of August, 20 16.

Kimberly Spicer
Signature

Kimberly Spicer, Organizer

Type or Print Name and Title



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-18-2016

Employer Identification Number:
81-3597578

Form: SS-4

Number of this notice: CP 575 B

SCHMIDT REAL ESTATE INVESTMENTS LLC
CHARLES I SCHMIDT MBR
PO BOX 873
CHERRYVILLE, NC 28021

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3597578. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SCHM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number () - Best Time to Call

DATE OF THIS NOTICE: 08-18-2016
EMPLOYER IDENTIFICATION NUMBER: 81-3597578
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

SCHMIDT REAL ESTATE INVESTMENTS LLC
CHARLES I SCHMIDT MBR
PO BOX 873
CHERRYVILLE, NC 28021



P.O. BOX 1933 - Hildebran, NC - 28637
Phone - 828.328.4008 Fax - 828.328.5008
www.adamdoors.com

Quote
8/29/16

CUSTOMER: **Scott Holmes**
ADDRESS: **1122 Highland Ave. NE Hickory, NC 28601**
CONTACT:
JOB NAME:
PHONE: **704-622-8102**
FAX:
EMAIL: five_holmes@yahoo.com

QUANTITY	MODEL	DESCRIPTION	PRICE
2	3285	10'x7'6" Insulated Steel-Backed Sandwich Door Micro-Grooved Commercial 2" Section Brown (1) Low Headroom Torsion (1) 12" Radius Torsion (1) Inside Lock	\$2,077
1	Synoris 550	Sommer Direct Drive DC Operator Remote Mounted Head Wireless Transmitter Weatherstripping Installation	

TOTAL: \$ 2,077.00

Prepared by: *Roman Troyer*

Accepted By: _____

Note:

All quoted prices are valid for 60 days. Warranty begins from date of installation. All electrical wiring & air supply for operators/control stations/safety devices by others unless otherwise stated. Installation quoted assuming properly prepared openings, adequate headroom, and no other special requirements unless otherwise noted. Basic trip included. Unloading/storage of material on jobsite by others. May be invoiced for materials upon receipt.

From: ProTec Garage Door kyle.gdsnc@gmail.com
Subject: Estimate from ProTec Garage Door
Date: August 23, 2016 at 11:16 AM
To: five_holmes@yahoo.com, fide_holmes@yahoo.com

Dear Scott:

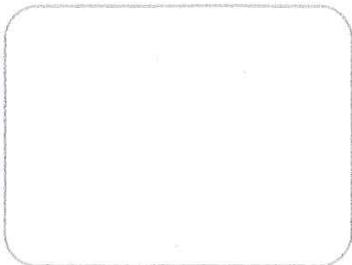
Thank you for giving us an opportunity to take care of your service needs.

Below and attached is your estimate for the services you requested. Should you have any questions or concerns, please feel free to call us at (704) 251-9714

Description	Qty	Unit Cost	Total
Haas 700 Series Garage Door 10'2x7'3, no glass, torsion, low headroom track, vinyl trim, 11 ball nylon rollers Model: SKU: Type: Part Number: Liftmaster 8500 Model: SKU: Type: Part Number:	2.00	\$945.00	\$1,890.00
	1.00	\$415.00	\$415.00
		Estimate Total:	\$2,305.00

Thank You,

ProTec Garage Door
(704) 251-9714
131 Fentress Dr.
Stony Point, North Carolina 28678



Glass Works of Hickory, Inc

Phone: 828-322-2122 Fax: 828-322-2522
glassworksofhickory@gmail.com

Residential & Commercial Windows
Custom Shower Doors
Glass Cutting, Mirrors, Acrylics
Door Repair & Closers

Owner: David Fowler
Sales: Daniel Fowler

881 Highland Ave, NE Hickory, NC 28601

Glass Works Of Hickory Inc.
881 Highland Ave. NE
Hickory, NC 28601
828-322-2122

8-17-16

Job on
Highland Ave

Quote only

Holmes

704-622-8102

Labor Tax and material to install
 All Bronze Store Front Frames
 190 Doors off set part no Panic hardware
 Bronze Tempered and Annealed in IG
 where code calls for All surface mount
 Closers 1/4 Bronze Tempered Glass in Doors
 material 3 doors 190 spec
 3 Frames with Transoms
 3 Closers
 9 Fixed Bronze Frames
 All Glass Bronze in IG units
 Annealed and Tempered
 1/4 Bronze Glass in 3 doors

Total cost material labor Tax
 and labor to Tear out All
 the old.

Total \$ 16,000.00

Thanks
David

All Glass Company of Hickory

262 1st Ave SE
Hickory, NC 28602
828-324-8609

25-Aug-16



Mr. Scott Holmes

Schmidt Investments
1122 Highland Ave
Hickory NC 28601
704-622-8102

Scope of Work:

Construct and Install:

Two storefront window and door assemblies. Left window/door set: exterior weather flashing around frame, 1-single tempered glass door w/transom, 6-IG tempered windows, metal framing and sealing. Right window/door set: exterior weather flashing around frame, 1-double tempered glass door, 4-IG tempered windows, metal framing and sealing. All windows are 1" insulated units, 1/4" over 1/4" glass thickness (exterior bronze tint, interior clear), 10 year warrantee.

a.

East room window replacements: Replace 2-east side wall windows, 2-large south wall windows and 2-medium size south wall windows. Provide disassembly and removal of current window frames, surface preparation, metal framing, 1" insulated window units, 1/4" over 1/4" glass thickness (exterior bronze tint, interior clear), annealed, 10 year warrantee.

b.

West room window replacements: Replace 2-large south wall windows and 2-medium size south wall window. Provide disassembly and removal of current window frames, surface preparation, metal framing, 1" insulated window units, 1/4" over 1/4" glass thickness (exterior bronze tint, interior clear), annealed, 10 year warrantee.

c.

Customer Responsibilities:

Upon approval of project, provide final approval of window set dimensions/materials and prepare store front construction to

- a. accommodate planned installation drawing. Drawings of window sets will be supplied by All Glass Company of Hickory for this purpose.
- b. Provide work area in upper or lower rooms for metal framing construction, 110 Voltage.

Project Costs:

Frame flashing, metal window framing, glass	
IG units, doors and sealants:	\$ 14,575.00
Lift rental:	\$ 1,250.00
Demolition and installation labor:	\$ 9,983.00
Sub-total:	\$ 25,808.00
Tax @ 7%:	\$ 1,806.56

Total Project Cost: \$ 27,614.56

Terms: 60% deposit at time of order
 40% at time of completion

Contacts: Christie Hamby, Office Manager 828-324-8609
 Ted Karre 828-308-4474

1122 HIGHLAND AVE NE WICKORY, NC



- 1) NEW GLASS STORE FRONTS (2)
- 2) PAINT BUILDING BROWN
- 3) ROCK FACE OF BUILDING-





- 1) NEW WINDOWS
- 2) NEW GARAGE DOORS

Applicant:		Grant Type:	
Property Address:		Landscape / Community Appearance	
Category	Low (1 Point)	Medium (3 Points)	High (6 Points)
Visibility	The improvement will not be readily visible from public street.	The improvement will be readily visible from public street.	The improvement will be readily visible from an entrance corridor, high traffic public street or other high traffic area (park, community center).
Value	Average or lower value. Meets minimum criteria for owner match.	A good deal. Supports a large owner investment.	Supplements high public or private investment, donations, or matching funds. Is an exceptional value.
Impact – Landscape Grant	Adds to one aspect of the property, such as front entrance or parking lot.	Improves the overall property appearance significantly.	Changes the entire look of the property with dramatic impact.
Impact – Community Appearance Grant	Improves an aspect of the property other than façade or design of the building.	Improves building façade or overall property appearance significantly.	Improves building design and character. Changes the entire look of the property.- Incorporates materials or other details that are contextually appropriate and well designed.
Alignment	Within Urban Revitalization Area.	Within Urban Revitalization Area and is an historical structure.	Within Urban Revitalization Area and complements Inspiring Spaces, or another City or Regional initiative or program.
Longevity	2-5 years Example: flowers, paint, land-clearing.	6-15 years Example: shrubs, roofing, awnings, facial renovations	16+ years Example: trees, masonry repairs, structural renovation
Viability	Improves a property having risky long-term business viability.	Improves a structure with proven short-term (1-3 year) business viability, or low-risk long-term viability.	Improves a structure with proven long-term (4 year +) business viability.
Category Totals	0 to 13 Points	14 to 19 Points	20+ Points
Category Minimums		2L + 4M	5M + 1H
Grant Category Scores			
Overall Grant Score			



Life. Well Crafted.

Office of Planning and Development

MEMORANDUM

To: Community Appearance Commission

From: Cal Overby, AICP, Principal Planner

Re: Resource Recovery Company – Community Appearance Grant

Resource Recovery Company submitted an application for a Community Appearance Grant. The proposal involves improvements to a commercial building 313 Main Avenue NE.

The grant proposal put forth involves the replacement of windows, kick plates, and moldings. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the work listed above, which total \$11,383.51 and \$16,610.62. If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$5,000.00 grant.

Please refer to the attached materials for complete information.

Resource Recovery Company Community Appearance Grant

 313 Main Avenue NE



Community Appearance Grant
Application Form

Project Location Address: 313 MAIN AVE. NE, Hickory, NC 28601

Applicant's Name: RESOURCE RECOVERY COMPANY
DONAVON SMITH - PROJECT ENGINEERING MANAGER

Applicant's Mailing Address: 313 MAIN AVE. NE, Hickory, NC 28601

Telephone: Day: 828 345-6036 Mobile: 828 234-6893

E-mail address: RRC@MAXIMIZERSYSTEMS.COM

Property Owner's Name (if not the Applicant): DEAN POPPE

Mailing Address: 900 SANTA ANA AVE
RANCHO VIEJO, TX 78575

Telephone: Day: _____ Mobile: 828 244-1515

E-mail address: _____

Project Description: FRONT WINDOWS UPGRADE

Total Estimated Project Cost \$ 11,383.51
Grant Request Amount \$ 5,000.00

Required Attachments

- Property Deed or Lease
- Color photographs of the existing site or project area
- A plan (drawing) of the site showing the exact location of proposed improvements
- A detailed list of the materials to be used
- A detailed project narrative that fully explains how the application meets the grant guidelines; and
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

Certification by Applicant and Owner

I have completed the enclosed application and attached the items requested above. I have informed the owner of the project prior to obtaining his/her signature on this application. I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

Applicant Signature: *[Signature]* Date: 9-13-2016
 Owners Signature: *Dean A. Poppe* Date: 6-13-2016
 (Owners signature must be notarized)

**NORTH CAROLINA
CATAWBA COUNTY**

I, Betty B. Smith, a Notary Public for said County and State, do hereby certify that DEAN A. Poppe personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of June, 2016

Betty B. Smith
Notary Public

My Commission Expires: May 25, 2021

To Whom It May Concern:

We are seeking a Community Appearance Grant to improve the appearance of our building façade which is located in the Urban Revitalization Area of the city of Hickory. The improvement we are proposing is the replacement of the front windows of our office which faces Main Ave NE. Our location is not only in the Urban Revitalization Area but also sits prominently along the new Citywalk which links Lenoir-Rhyne University through the downtown area. This project would dramatically impact the visibility and appearance of the property along this important thoroughfare and is in line with the City's initiative to revitalize the city in the central business district.

Thank you,



Donavon Smith
Project Engineering Manager
Resource Recovery Company

Prepared by Joe N. Cagle, Attorney, P. O. Box 2050, Hickory, NC 28603

NORTH CAROLINA)
) 013464
) WARRANTY DEED
CATAWBA COUNTY)

THIS WARRANTY DEED is made this the 13th day of June, 1996,
from Leland Richard Parris and wife, Vicky P. Parris (hereinafter called
"Grantor") to Dean A. Poppe, whose mailing address is 313 Main Avenue, N.E.,
Hickory, North Carolina 28601 (hereinafter called "Grantee").

REVENUE \$250.00

WITNESSETH:

THAT the Grantor, for a good and valuable consideration paid by the
Grantee, the receipt of which is hereby acknowledged, does hereby give, grant,
bargain, sell, and convey unto the Grantee, his heirs and assigns, in fee simple,
that certain tract or parcel of real estate located in Hickory Township, Catawba
County, North Carolina, and more particularly described as follows:

BEGINNING on an iron pin located at the point of intersection of the Northern
margin of the right of way of Main Avenue, N.E., with the Western margin of the
right of way of 4th Street, N.E., in the City of Hickory, and runs thence from said
Point of Beginning with the Western right of way margin of 4th Street, N.E., North
16 degrees 10 minutes 45 seconds West 130.27 feet to an iron pin; thence with
the Park Square Associates property line (now or formerly) South 87 degrees 18
minutes 50 seconds West 45.28 feet to an iron pin; thence continuing with
another property line Park Square Associates (now or formerly) South 13
degrees 44 minutes East 63.60 feet to an iron pin, thence continuing with Park
Square Associates (now or formerly) South 14 degrees 11 minutes East 80.14
feet to an iron pin located in the Northern margin of the right of way of Main
Avenue, N.E., thence with the Northern right of way margin of Main Avenue,
N.E., North 65 degrees 29 minutes 10 seconds East 50.26 feet to the Point of
Beginning.

The foregoing description was taken from a plat prepared by Miller Surveying,
Inc., dated June 7, 1996.

For partial chain of title, see Book 1482 at Page 233, Catawba County Registry.

TO HAVE AND TO HOLD the aforesaid parcel of real estate with all
improvements thereon and all privileges and appurtenances thereto belonging,
to the Grantee, his heirs and assigns, in fee simple forever.

And the Grantor covenants with the Grantee, that the Grantor is seized of
the premises in fee simple, has the right to convey the same in fee simple, that
title is marketable and free and clear of all encumbrances (with the exceptions
above stated, if any), and that Grantor will warrant and defend the title against
the lawful claims of all persons whomsoever.

CATAWBA
354



Rsm
\$250.00

Real Estate
Excise Tax

RECORDED
CATAWBA COUNTY N.C.
JUN 13 PM 3:57

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the Grantor herein has executed this Deed the day and year first above-written.

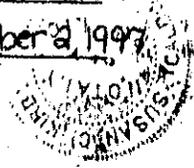
Leland R. Parris (Seal)
Leland Richard Parris

Vicky P. Parris (Seal)
Vicky P. Parris

NORTH CAROLINA
CATAWBA COUNTY

I, a Notary Public of the County and State aforesaid, hereby certify that **Leland Richard Parris** and wife, **Vicky P. Parris**, as Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 13th day of June, 1996.

Susan C. Kirby
Notary Public
My Commission expires December 2, 1997



STATE OF NORTH CAROLINA CATAWBA COUNTY

The foregoing certificate for Susan C. Kirby, a Notary Public of Caldwell County, N.C., is certified to be correct. This instrument was presented for registration this 13th day of June, 1996 at 3:57 P.M. and duly recorded in the office of the Register of Deeds of Catawba County, N.C. in Book 1986 at Page 1088.

Ruth Mackie
RUTH MACKIE - REGISTER OF DEEDS

Renee Martin
By: ASSISTANT REGISTER OF DEEDS 19s

Google Maps Main Ave NE

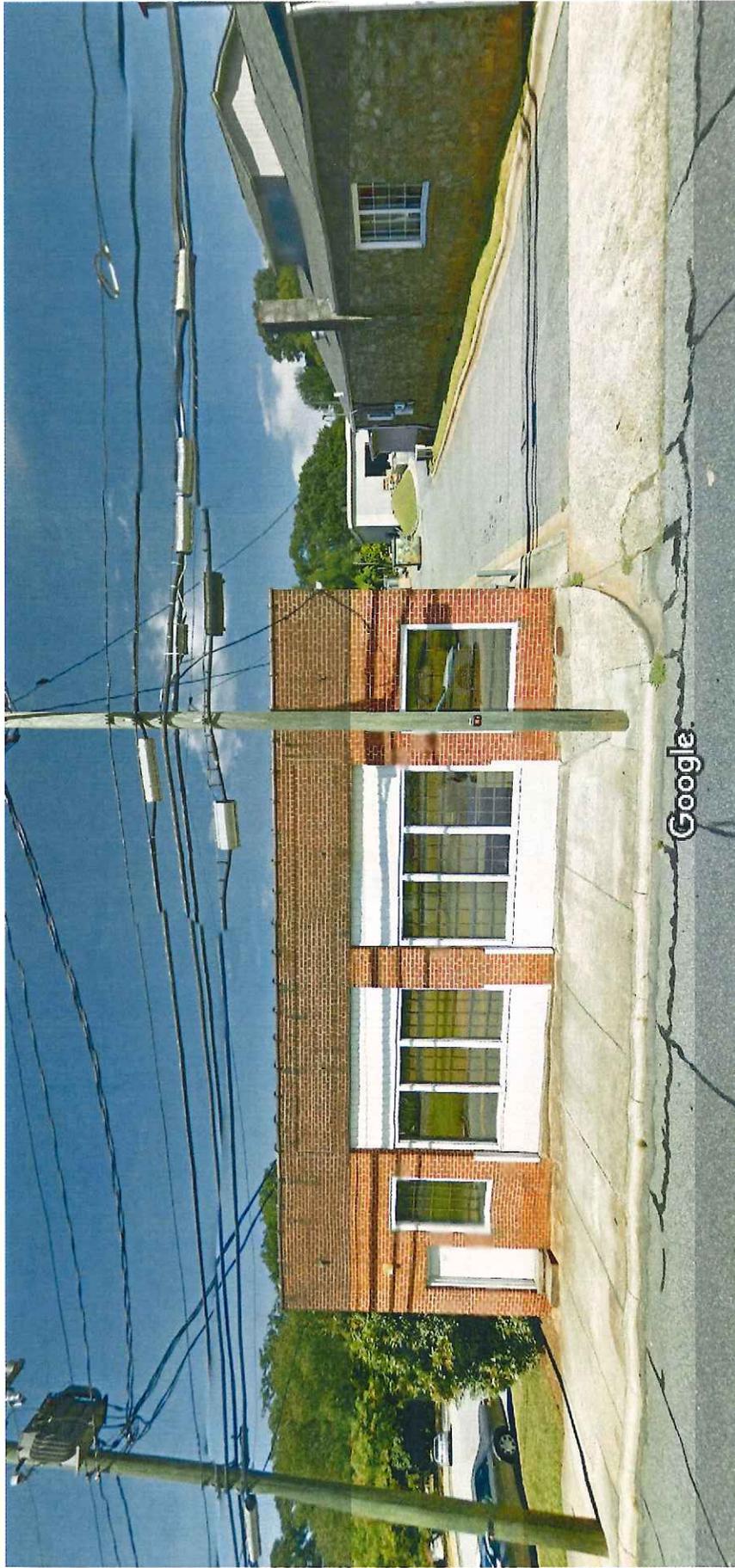
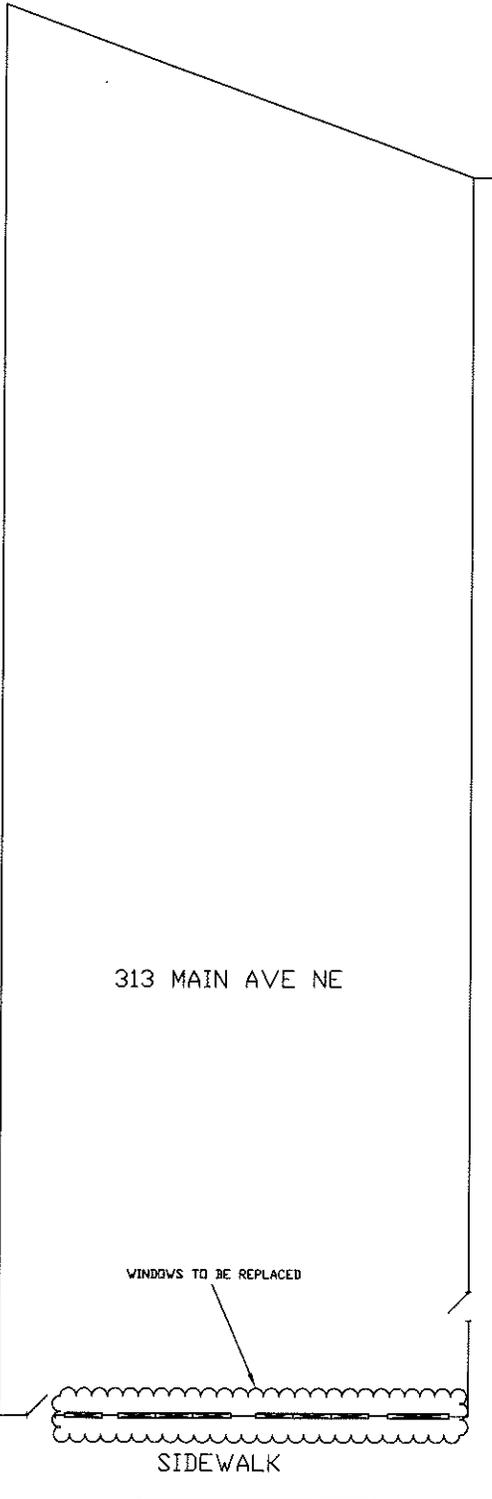


Image capture: Sep 2012 © 2016 Google

Hickory, North Carolina
Street View - Sep 2012



313 MAIN AVE NE

WINDOWS TO BE REPLACED

SIDEWALK

MAIN AVE NE



Resource Recovery Company Window Repair copy 3

215 11th St. NW
Hickory, NC 28601

Submitted by:

**Travis Waller & Rick Winkler
Imperial Builders & Renovations, LLC**

5037 Wallace Circle
Hickory, NC 28602
Mobile: 828-312-8765 828-308-2280
Fax: 828-330-0092

info@imperialbuildersnc.com
imperialbuildersnc.com
License #: 72072

Travis Waller & Rick Winkler
 Imperial Builders & Renovations, LLC
 5037 Wallace Circle
 Hickory, NC 28602
 Mobile 828-312-8765 828-308-2280
 Fax 828-330-0092
 info@imperialbuildersnc.com
 imperialbuildersnc.com
 License #: 72072

Estimate



Project
Resource Recovery Company Window Repair copy 3 215 11th St. NW Hickory, NC 28601

Customer	
Donavon Smith Resource Recovery Company 215 11th St. NW Hickory, NC 28601	Office 828-322-4044 Mobile 828-234-6893 ds@maximizersystems.com www.maximizersystems.com

Replacement of Windows

Description	Quantity	Hours	Material	Labor	Other	Subcontract	Cost
Demo & Debris Removal							1,161.91
Windows							1,161.91
Doors, Remove window jamb, & casing	7 Ea	5.95	0.00	522.12	0.00	0.00	522.12
Labor to remove all woodwork around Windows				74.59/Ea			74.59/Ea
Windows, Remove window, large (17 to 29 sf)	7 Ea	7	25.49	614.30	0.00	0.00	639.79
Tear-out and debris removal to a truck or dumpster on site. Does not include hauling, dumpster, or dump fees. No salvage value is assumed.			3.64/Ea	87.76/Ea			91.40/Ea
Construction							10,221.60
Cleanup							224.25
Debris removal	1 Ea	2.5	0.00	146.25	78.00	0.00	224.25
Haul away old windows & debris and disposal at landfill							
Drywall							639.96
Drywall, Drywall patch, drywall patch (match existing texture or finish)	3 Ea	4.26	266.14	373.82	0.00	0.00	639.96
			88.71/Ea	124.61/Ea			213.32/Ea
Painting							1,489.45
Painting, Drywall, plaster and woodwork, 2 coats	7 Ea	13.65	274.37	1,215.08	0.00	0.00	1,489.45
Paint repaired areas to match existing wall and paint new window jambs & casing			39.20/Ea	173.58/Ea			212.78/Ea
Siding & Trim							1,175.40
PVC Coil, Wrap Exterior	7 Ea	9.73	321.59	853.81	0.00	0.00	1,175.40
Wrap exterior of trim & seals with PVC trim coil.			45.94/Ea	121.97/Ea			167.91/Ea

Resource Recovery Company Window Repair copy 3

August 18, 2016

Description	Quantity	Hours	Material	Labor	Other	Subcontract	Cost
Construction							
Windows							6,692.54
Cost of replacement windows Vinyl frame with grids between glass white in color	1 Ea	0	5,814.16	0.00	0.00	0.00	5,814.16
Windows, Vinyl fixed (picture) window All vinyl windows install	7 Ea	10.01	0.00	878.38 <i>125.48/Ea</i>	0.00	0.00	878.38 <i>125.48/Ea</i>
Project Total		53.1	6,701.75	4,603.76	78.00	0.00	11,383.51
						Tax	0.00
						Total with Tax	11,383.51

We appreciate your business and look forward to working with you.

Approved By: _____ Date: _____ Date: _____

Contractor _____ Customer _____

Jeremy Harstick Construction

3351 30th St NE
 Hickory, NC 28601
 Cell: 828-455-7837
 Office: 828-441-4700
harstick1005@gmail.com

PROPOSAL

DATE: 4/13/2016
 Proposal # 1
 Customer ID RRC

TO:

Resource Recovery Company
 313 Main Av NE
 Hickory, NC 28601

DESCRIPTION	TAXED	AMOUNT
We hereby propose to:		
Provide materials and labor necessary to: Remove and replace eight store front windows, reframe around openings as required, replace trim metal around windows. Windows to be vinyl picture windows with tempered, "low-e" glass with grids inside the glass. Vinyl on windows to be white.		\$11,675.84
Remove and replace knee walls underneath six windows on front of building due to rotten wood. Remove and replace vinyl siding above and below six windows on front of building. Replacing knee walls include replacing plywood on outside and covering with house wrap, replacing drywall and trim below and around windows and paint walls and trim as required.		\$4,934.78

Subtotal	\$	16,610.62
Taxable	\$	-
Tax rate		7.000%
Tax due	\$	-
Other	\$	-
TOTAL Due	\$	16,610.62

OTHER COMMENTS

Please make all checks payable to
Jeremy Harstick

If you have any questions about this proposal, please contact
 Jeremy Harstick - 828-455-7837 - harstick1005@gmail.com
Thank You For Your Business!

Applicant:		Grant Type:	
Property Address:		Landscape / Community Appearance	
Category	Low (1 Point)	Medium (3 Points)	High (6 Points)
Visibility	The improvement will not be readily visible from public street.	The improvement will be readily visible from public street.	The improvement will be readily visible from an entrance corridor, high traffic public street or other high traffic area (park, community center).
Value	Average or lower value. Meets minimum criteria for owner match.	A good deal. Supports a large owner investment.	Supplements high public or private investment, donations, or matching funds. Is an exceptional value.
Impact – Landscape Grant	Adds to one aspect of the property, such as front entrance or parking lot.	Improves the overall property appearance significantly.	Changes the entire look of the property with dramatic impact.
Impact – Community Appearance Grant	Improves an aspect of the property other than façade or design of the building.	Improves building façade or overall property appearance significantly.	Improves building design and character. Changes the entire look of the property.- Incorporates materials or other details that are contextually appropriate and well designed.
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Longevity	2-5 years Example: flowers, paint, land-clearing.	6-15 years Example: shrubs, roofing, awnings, facial renovations	16+ years Example: trees, masonry repairs, structural renovation
Viability	Improves a property having risky long-term business viability.	Improves a structure with proven short-term (1-3 year) business viability, or low-risk long-term viability.	Improves a structure with proven long-term (4 year +) business viability.
Category Totals	0 to 13 Points	14 to 19 Points	20+ Points
Category Minimums		2L + 4M	5M + 1H
Grant Category Scores			
Overall Grant Score			



Life. Well Crafted.

**City of Hickory
Community Appearance Commission
2016 Beautification Awards Program**

Nomination Form

The City of Hickory's Community Appearance Commission is seeking nominations for the 2016 Beautification Awards Program. One award will be presented for each of the following categories:

Residential Landscape

Residential Renovation and/or Restoration

Non-Residential Landscape

Non-Residential Renovation and/or Restoration

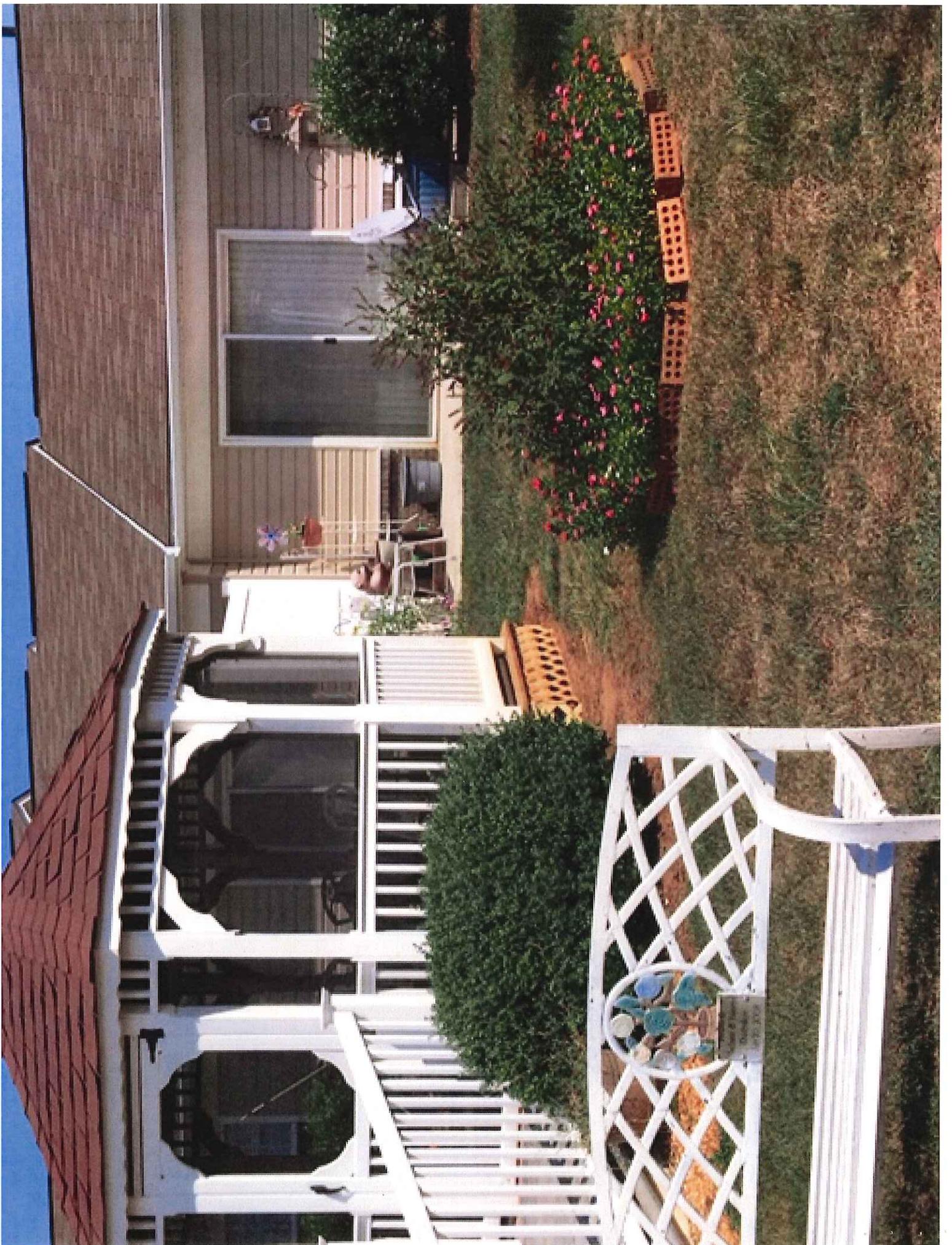
Special Award – Boy Scout or Girl Scout Troop, non-profit organization, etc.

Awards are presented to individuals and groups in each of these categories who have made an outstanding effort in beautifying their property either through landscaping or renovations and/or restorations to a building. Presentations will be made at a reception on October 18, 2016.

To nominate a property, send the information requested below to the Community Appearance Commission, Attention: Cal Overby, City of Hickory, P.O. Box 398, Hickory, NC 28603. Nominations may also be submitted via e-mail by sending the completed nomination forms to covetw@hickorync.gov. Submittal deadline is September 12, 2016. Call 323-7422 for more information.

You must attach at least one photograph of the property with this nomination (digital and paper formats are recommended). Those submitting nominations are also strongly encouraged to submit before and after photographs of the nominee's properties.

Name of nominee: Villas at Twin Cedars
Address of property nominated: 1866 20th Ave NE, Hickory, NC 28601
Nominee's phone number: _____
Nominated by: Pat Garrett & Anne Cunningham
Phone Number/E-mail: 707-461-6019 / midwifmgm@gmail.com
Reason for nomination: Residents have worked hard to beautify this garden. It is dedicated to those who have been residents as a celebration of their lives.
Date submitted: 8/31/16





Those we
LOVE
don't go away,
they walk beside us
every day



Those we
LOVE
don't go away,
they walk beside us
every day