

GRANT AGREEMENT SUMMARY

This is a summary of certain terms of the attached Grant Agreement and is incorporated into the Grant Agreement:

Grantor:

The Grantor is the Buncombe County Tourism Development Authority, a public authority.

Grantee:

The Grantee is Buncombe County, a local government agency.

The Grantee's notice information for Section 6.09 of the Grant Agreement is:

Buncombe County Recreation Services 46 Valley Street, Asheville, NC 28801, Attn: Josh O'Conner.

Grant Amount:

The Grant Amount is the lesser of:

(a) six million and 00/100 Dollars (\$ 6,000,000.00); and

(b) one-half of the total Project cost (estimated in Exhibit B, to be updated as necessary).

Project:

The Project is the Enka Recreation Destination as more fully described in Exhibit B.

Project Property:

The Project Property address is 58 Apac Circle, Asheville, NC 28806.

The Grantee has the right to occupy the Project Property because the Grantee:

Owns the Project Property.

Leases the Project Property pursuant to the Lease between the Grantee and _____
_____ dated _____.

Other: _____.

Effective Date:

The Effective Date of the Grant Agreement is January 15, 2019.

Annual Report:

The Annual Report is a written report that must be delivered by the Grantee to the Grantor by January 15 of each year during the Term starting in 2020. The Annual Report must contain the information required by the Grant Agreement.

Commencement Date:

The Commencement Date is the date when construction of the Project has commenced (as reasonably determined by Grantor in its sole discretion) and must be on or before September 1, 2019 (the "Commencement Date Deadline"). The Grantee will include, as

applicable, the expected and the actual Commencement Date in each of its Annual Reports.

Completion Date:

The Completion Date is the date when [a certificate of occupancy for the Project is issued by the governmental authority having jurisdiction over the Project/construction of the Project has been completed (as reasonably determined by the Grantor in its sole discretion)] and must be on or before September 1, 2022 (the “Completion Date Deadline”). The Grantee will include, as applicable, the expected and the actual Completion Date in each of its Annual Reports.

Projected Room Nights:

The Projected Room Nights in the following table were calculated with the Grantor’s room night calculator using the information provided by the Grantee in its Application:

Period	Estimated Room Nights
From the Completion Date to the first anniversary of the Completion Date	12,355
From the first anniversary of the Completion Date to the second anniversary of the Completion Date	14,641
From the second anniversary of the Completion Date to the third anniversary of the Completion Date	17,339

Recognition Requirements:

Pursuant to Section 3.09 of the Grant Agreement, the Grantee must recognize the Grant made by Grantor by:

- (a) From the Effective Date, acknowledging the Grantor when announcing sponsors or donors of the Project and in printed or on-site donor lists, fundraising materials and press releases, in all cases as approved in advance by Grantor;
- (b) Promptly after the Effective Date and the Completion Date, issuing a press release (approved in advance by Grantor) sharing the details of the Project and acknowledging the Buncombe County Tourism Development Authority as having made the Grant and distributing the press release to major media channels in Buncombe County and across the Grantee’s social media channels;
- (c) From the Effective Date, including a reciprocal link to www.ExploreAsheville.com and visitor-oriented language (approved in advance by Grantor) on any websites for the Grantee and/or the Project;
- (d) Within sixty (60) days of the Completion Date, completing Asheville Convention & Visitors Bureau orientation to ensure employees and/or volunteers of Grantee understand and are able to deliver the Asheville Area Destination Brand Promise;
- (e) Within ninety (90) days of the Completion Date, creating permanent signage on the Project Property (approved in advance by Grantor) that recognizes the tourism and lodging community and the Buncombe County Tourism Development Authority for the Grant;

(f) Always promoting the Grantor's digital marketing assets including ExploreAsheville.com, and providing Grantor-supplied Official Asheville Travel Guides to guests; and

(g) For two years after the Effective Date, participating in each of Grantor's Tourism Product Development Fund applicant information forums.

Group Room Sourcing

Pursuant to Section 3.11 of the Grant Agreement, the Grantee must source in-bound groups requiring 10 rooms or more per night for meetings, conventions, or events through the Asheville CVB Group Sales Department.

Performance Bond

Pursuant to Section 1.03 of the Grant Agreement, in order to request a disbursement the Grantee must submit to Grantor a Disbursement Report that contains, among other requirements, copies of a fully signed Construction Contract which contract must require performance and payment bonds for the Project.

GRANT AGREEMENT

This GRANT AGREEMENT (the “Grant Agreement”) is entered into as of the Effective Date between the Grantor and the Grantee. Each of the Grantor and the Grantee is a “Party” and collectively they are the “Parties”.

Whereas, pursuant to the North Carolina Session Law 2015-128, the Grantor created a Tourism Product Development Fund for the purpose of providing financial assistance for capital tourism projects in order to significantly increase patronage of lodging facilities in Buncombe County;

Whereas, the Grantee has submitted the application attached hereto and incorporated herein as Exhibit A (the “Application”) to the Grantor requesting partial funding for the construction of the Project (as defined below);

Whereas, the Grantor believes that the Project would be expected to significantly increase patronage of lodging facilities in Buncombe County and therefore wishes to provide partial funding for the Project as described in and subject to the terms and conditions of this Grant Agreement.

In consideration of the mutual covenants and agreements herein contained, the Parties covenant and agree as follows:

ARTICLE I

THE GRANT

1.01 The Project. The Project is described in Exhibit B attached hereto and hereby incorporated herein. The Project is located at the Project Property. The Project is expected to increase the patronage of lodging facilities in Buncombe County, North Carolina by the Projected Room Nights.

1.02 The Grant. Subject to the terms and conditions set forth herein, the Grantor agrees to make a grant to Grantee in the Grant Amount to partially fund the Project (the “Grant”). The Grant will be disbursed as described below. The Grant may only be used for capital costs for the construction of the Project. Notwithstanding anything herein to the contrary, the Grantee agrees and acknowledges that all of the Grantor’s obligations under this Grant Agreement, including its obligation to disburse the Grant, are contingent upon the distribution to Grantor from Buncombe County of sufficient funds to allow the Grantor to make the Grant.

1.03 Disbursements. The Grant will be disbursed as follows:

- (a) The Grant will be disbursed in three equal disbursements each of which will be in the amount of one-third of the Grant Amount; provided, however, in the event the Grant Amount changes between disbursements due to a decrease in actual Project

cost, the amount(s) of subsequent disbursement(s) will be adjusted as necessary, based on the revised actual Grant Amount.

- (b) The first disbursement may be requested when the Project is one-third complete; the second disbursement may be requested when the Project is two-third complete and the final payment may be requested when the Project is fully complete. To request a disbursement, the Grantee must submit to Grantor a disbursement report (“Disbursement Report”). Each Disbursement Report must contain the following:
- (i) Copies of the fully signed contract for construction of the Project, as described in and attached to Exhibit B (the “Construction Contract”), which Construction Contract must be entered into with a properly licensed general contractor (the “Contractor”) and must specify a maximum price for the Project and require performance and payment bonds for the Project, and any amendments to the Construction Contract or material change orders;
 - (ii) Copies of the Contractor’s budget for construction of the Project (the “Construction Budget”), and any material changes to the Construction Budget;
 - (iii) Copies of the Contractor’s timeline for the Project (the “Project Timeline”), and any material changes to the Project Timeline;
 - (iv) Copies of evidence of other funds needed to complete the Project including account statements that show available cash in a separate checking account, cancelled checks from funders, commitment letters from granting organizations, and evidence of any other funds to be used for the Project (the “Other Funds Documents”), and any material changes or additions to the Other Funds Documents;
 - (v) Copies of any signed commitment letter or closing statement from any lending institutions and any deeds of trust, uniform commercial code financing statements or other instruments or liens encumbering the Grantee, the Project, the Project Property or any property of the Grantee related to the Project (collectively, the “Loan Documents”), and any material changes or additions to the Loan Documents;
 - (vi) Copies of Grantee’s most recent annual financial statements and unaudited interim financial statements for the then-current year to date, each of which should be certified by an officer of the Grantee (the “Grantee’s Financials”);
 - (vii) Copies of the professional design plans and specifications of the Project, if any, as described in and attached to Exhibit B (the “Plans and Specifications”), and any material changes to the Plans and Specifications;
 - (viii) Copies of all permits required for the Project (the “Permits”); and
 - (ix) A certification (the “Certification”) from the Grantee of the following as of the date the Disbursement Report: (A) the

percentage completion of the Project; (B) that the representations and warranties of the Grantee contained in this Grant Agreement are true and correct in all material respects; (C) that there is no Default or Event of Default under this Grant Agreement; (D) if requested in advance by Grantor, evidence of remaining funds needed to complete the Project and (E) in the final Distribution Report, that the Grantor has received a certificate of occupancy for the Project issued by the governmental authority having jurisdiction over the Project and the Project is fully complete, with no warranty or punchlist items to be resolved, and open to the public.

If a copy of a document (other than the Certification) has been submitted in a previous Disbursement Report, reference can be made to that Disbursement Report in lieu of providing another copy of the document. The Grantor reserves the right to require reasonable additional information in its sole discretion as a condition to any disbursement. Also, as a condition to making the final disbursement, the Grantor must have received a certificate of occupancy for the Project issued by the governmental authority having jurisdiction over the Project and the Grantor must approve (in its sole discretion) that the Project is fully complete, with no warranty or punchlist items to be resolved, and open to the public.

- (c) Each disbursement is conditioned upon receipt by Grantor of a complete Disbursement Report with all required information and approval by Grantor (in the Grantor's sole discretion) of the information in the Disbursement Report.
- (d) If all conditions described in this Grant Agreement are met, the Grantor will disburse to Grantee on or before thirty days after its receipt of each complete Disbursement Report one third of the Grant Amount (subject to adjustment as provided in Section 1.03(a)). The Grantor will mail a check in the amount of each disbursement to the Grantee at the Grantee's notice address unless Grantor receives notice prior to mailing a disbursement from Grantee that Grantee will pick up the disbursement check at the Grantor's notice address.

1.04 Term. The term of this Grant Agreement will commence on the Effective Date and continue for four years after the Completion Date (as noted in the applicable Annual Report and approved by the Grantor) unless terminated earlier according to the terms of this Grant Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor that:

2.01 Existence, Qualification and Power. The Grantee (a) is duly organized,

validly existing and in good standing under the laws of its state of formation, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and execute, deliver and perform its obligations under this Grant Agreement, and (c) is not a for-profit entity.

2.02 Authorization; No Contravention. The execution, delivery and performance by the Grantee of this Grant Agreement, has been duly authorized by all necessary action, and does not (a) contravene the terms of the Grantee's organizational documents; (b) conflict with or result in any breach or contravention of, or the creation of any lien under any contract to which the Grantee is a party, including any lease or other agreement related to the Project Property, or any order, injunction, writ or decree of any governmental authority or any arbitral award to which the Grantee is subject; (c) violate any law in any material respect; or (d) result in any limitations on any licenses, permits or other approvals applicable to the business, operations or properties of the Grantee.

2.03 Binding Effect. This Grant Agreement has been duly executed and delivered by the Grantee. This Grant Agreement constitutes a legal, valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy law or by equitable principles relating to enforceability.

2.04 The Project. The Project is located at the Project Property in Buncombe County, North Carolina and is expected to significantly increase patronage of lodging facilities in Buncombe County, North Carolina. Grantee is the fee simple owner of the Project Property, has a valid leasehold interest in the Project Property, or otherwise has the right to possess the Project Property and to construct the Project on the Project Property. No third party consents, including but not limited to the consent of any landlord or other landowner, are required to be obtained by Grantee to commence or complete the Project.

2.05 Disclosure. Neither the Application, nor any accompanying or additional information or materials submitted to the Grantor relating to the Project, including the representations and warranties in this Grant Agreement, contain any material misstatement of fact or omit to state any material fact regarding the Grantee or the Project.

2.06 No Material Adverse Change. Since the date of the Application, there have been no material adverse changes to the Grantee or the Project.

ARTICLE III

AFFIRMATIVE COVENANTS

During the Term of this Grant Agreement, the Grantee must:

3.01 Annual Reports. Deliver Annual Reports to the Grantor via the methods described in Section 6.09 that include:

- (a) During the period between the Effective Date and the Completion Date, a description of the visitor tracking methods in place, marketing plan, and copies of survey instruments to be used for data collection;
- (b) The expected or, if the Project has been commenced, actual Commencement Date;
- (c) The expected or, if the Project has been completed, actual Completion Date;
- (c) After the Completion Date, a description of the visitor tracking methods in place, copies of survey instruments used for data collection, and actual room nights for the first three years after the Completion Date; and
- (d) A certification from the Grantee of the following as of the date of the Annual Report: (i) the representations and warranties of the Grantee contained in this Grant Agreement are true and correct in all material respects; and (ii) there is no Default or Event of Default under this Grant Agreement.

3.02 Notices. Promptly (and in any event within five business days) notify the Grantor in writing via the methods described in Section 6.09 of: (a) the occurrence of any Default or Event of Default; (b) any litigation, lien, demand, claim, notice, investigation or proceeding threatened against or affecting the Grantee and the Project; (c) any loss, damage or destruction related to the Project that may adversely affect the Project as represented by any and all terms of the Grant Agreement; (d) any breach of any contract related to the Project, including the Construction Contract; or (e) anything that could reasonably be expected to have a material adverse effect on the Project or the Grantee's ability to complete the Project. Each such notice must specify any portions of this Grant Agreement which have been breached and must set forth details of the reason for giving the notice and state what action the Grantee has taken and proposes to take with respect thereto.

3.03 Maintenance of Project. Maintain, preserve and protect the Project and obtain building risk insurance. The Parties acknowledge and agree that the County of Buncombe is self-insured for tort claims, and this notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

3.04 Compliance with Laws, Etc. Comply with the requirements of all laws, and obtain and maintain in good standing all required licenses, permits, authorizations and approvals of each governmental authority necessary to the conduct of its business or the Project.

3.05 Books and Records. Maintain and cause any contractors to maintain proper books of record and account, in which full, true and correct entries consistently applied must be made of all financial transactions and matters involving the Project.

3.06 Inspection Rights. Permit representatives and independent contractors of the Grantor to visit and inspect the Project and to discuss the Project and the Grantee's

business with the Grantee's directors and officers, all at such reasonable times during normal business hours, upon reasonable advance notice; provided, however, that when a Default or an Event of Default exists the Grantor (or any of its representatives or independent contractors) may do any of the foregoing at any time during normal business hours and without advance notice.

3.07 Use of Grant. Use the Grant disbursements only for capital costs of the construction of the Project.

3.08 Commencement and Completion of Project. Cause the Commencement Date to be prior to the Commencement Date Deadline and cause the Completion Date to be prior to the Completion Date Deadline.

3.09 Recognition of Grantor. Recognize the Grant made by Grantor by:

(a) From the Effective Date, acknowledging the Grantor when announcing sponsors or donors of the Project and in printed or on-site donor lists, fundraising materials and press releases, in all cases as approved in advance by Grantor;

(b) Promptly after the Effective Date and the Completion Date, issuing a press release (approved in advance by Grantor) sharing the details of the Project and acknowledging the Buncombe County Tourism Development Authority as having made the Grant and distributing the press release to major media channels in Buncombe County and across the Grantee's social media channels;

(c) From the Effective Date, including a reciprocal link to www.ExploreAsheville.com and visitor-oriented language (approved in advance by Grantor) on any websites for the Grantee and/or the Project;

(d) Within sixty (60) days of the Completion Date, completing Asheville Convention & Visitors Bureau orientation to ensure employees and/or volunteers of Grantee understand and are able to deliver the Asheville Area Destination Brand Promise;

(e) Within ninety (90) days of the Completion Date, creating permanent signage on the Project Property (approved in advance by Grantor) that recognizes the tourism and lodging community and the Buncombe County Tourism Development Authority for the Grant;

(f) Always promoting the Grantor's digital marketing assets including ExploreAsheville.com, and providing Grantor-supplied Official Asheville Travel Guides to guests; and

(g) For the two years after the Effective Date, participating in each of Grantor's Tourism Product Development Fund applicant information forums.

3.10 Projected Room Nights. Use its best efforts to cause actual room nights in Buncombe County to increase to meet the Projected Room Nights, but if after any Annual Report is submitted the actual room nights fail to meet the Projected Room Nights, if requested by the Grantor the Grantee agrees to, at its sole cost:

(a) Complete a marketing audit to assess current marketing activities, media plans, marketing communications, visitor data, and visitor data collection methodology; and

(b) Upon completion of the audit, establish a strategic plan for improving marketing activities to achieve the Projected Room Nights.

3.11 Sourcing of Group Rooms. Source in-bound groups requiring 10 rooms or more per night for meetings/conventions/events through the Asheville CVB Group Sales Department.

ARTICLE IV

NEGATIVE COVENANTS

During the Term of this Grant Agreement, Grantee will not:

4.01 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another entity; dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) or all or substantially all of the assets related to the Project; materially change ownership or management; or become a for-profit entity.

4.02 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Grantee on the Effective Date.

4.03 Change in Project. Alter, change, modify, add to or decrease the Project or its scope in any material way without the prior written consent of the Grantor and execution of an amended Exhibit B.

4.04 Defaults. Breach or default or take any action that could lead to a breach or default or termination of this Grant Agreement, any lease or other agreement related to the Project Property, any agreements to be submitted in a Disbursement Report or any other agreements related to the Project.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.01 Events of Default. The occurrence of any of the following constitutes an Event of Default:

(a) Grantee breaches or fails to perform or observe any covenant or agreement contained in this Grant Agreement;

(b) Grantee institutes or consents to the institution of any proceeding under any bankruptcy or insolvency laws, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Grantee;

(c) Grantor reasonably determines in its sole and exclusive judgment: (i) it is unlikely that the Project can be completed or it is unlikely that the Project can be completed without undue delay; (ii) the Project will not be completed in accordance with the description of the Project in Exhibit B; (iii) the Project will not significantly increase patronage of lodging facilities in Buncombe County, North Carolina; or (iv) the Project has experienced, or is reasonably likely to experience, an event that will have a material adverse effect on the Project or the Grantee's ability to complete the Project;

(d) Any actual or threatened litigation, liens, demands, claims, notices, investigations or proceedings against or affecting the Grantee or the Project; or

(e) Any loss, damage or destruction related to the Project that may adversely affect the Project as represented by any and all terms of the Grant Agreement.

5.02 Remedies Upon Event of Default. If any Event of Default occurs, the Grantor may, but shall not be required to take, any one or more of the following actions:

(a) Terminate this Grant Agreement;

(b) If all or any portion of the Grant Amount has not yet been disbursed, delay all remaining disbursements of the Grant Amount and require the Grantee to present a Project update to the Grantor during its next funding cycle and/or cancel the remaining disbursements and terminate this Grant Agreement;

(c) If any portion of the Grant Amount has been disbursed, send notice to the Grantee requiring it to repay the amount disbursed to the Grantor within thirty days; and/or

(d) exercise on behalf of itself all rights and remedies available to it under this Grant Agreement and applicable law;

provided, however, that notwithstanding anything herein to the contrary, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Grantee under the Bankruptcy Code of the United States, the obligation of the Grantor to make any remaining disbursements will automatically terminate, without further act of the Grantor.

5.03 Termination. At the end of the Term of this Grant Agreement the Grantor

may require the Grantee to provide to the Grantor copies of all of its records regarding the Grant and the Project.

ARTICLE VI

MISCELLANEOUS

6.01 Open Meetings and Public Records. The Grantee acknowledges and agrees that the Grantor is subject to the requirements regarding “public records” under all applicable statutes, regulations and other laws. All information disclosed to the Grantor which is a public record may be disclosed by the Grantor if requested. **GRANTOR IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE RELEASE OF OR USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH GRANTOR.**

6.02 Attorney Costs, Expenses and Taxes. Each of Grantor and Grantee will remain liable for and pay its own fees and expenses, including legal, accounting, taxes, and any other fees, incurred in connection with the Project and this Grant Agreement. In the event of any dispute regarding this Grant Agreement, the prevailing Party will be entitled to recover reasonable attorneys’ fees and other costs incurred, in addition to any relief to which such Party may be entitled.

6.03 Nonliability of Grantor. The relationship between the Grantee and the Grantor is solely that of grantor and grantee. The Grantor does not have any fiduciary relationship with or duty to the Grantee arising out of or in connection with this Grant Agreement. The Grantor does not undertake any responsibility to the Grantee to review or inform the Grantee of any matter in connection with Project. The Grantee agrees that the Grantor will not be liable to the Grantee for any liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements (including attorneys’ fees and other reasonable costs) of any kind or nature whatsoever suffered by the Grantee in connection with, arising out of, or in any way related to this Grant Agreement or the Project, or any act, omission or event occurring in connection therewith.

6.04 Indemnification by the Grantee. The Grantee agrees to indemnify and hold harmless the Grantor and its affiliates, directors, officers, employees, counsel, trustees, advisors, and agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including attorneys’ fees and other reasonable costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such indemnitee in any way relating to or arising out of or in connection with this Grant

Agreement or the Project.

6.05 Integration; Counterparts; Amendment; Waiver; Severability. This Grant Agreement, including the attached Grant Agreement Summary, recitals, and attached Exhibits, comprises the complete and integrated agreement of the Parties on the subject matter hereof and supersedes all prior agreements, written or oral, on such subject matter. This Grant Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No amendment, consent or waiver of any provision of this Grant Agreement, and no consent to any departure by the Grantee therefrom, will be effective unless in writing signed by the Grantor and the Grantee, and any such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure by the Grantor to exercise, and no delay by the Grantor in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of this Grant Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Grant Agreement will not be affected or impaired.

6.06 Survival of Representations and Warranties. All representations and warranties made hereunder will survive the execution and delivery of this Grant Agreement.

6.07 Governing Law; Venue. This Grant Agreement will be governed by and construed in accordance with the substantive laws of North Carolina without regard to its conflict of laws provisions. Any legal action, suit or proceeding brought by either Party arising out of this Grant Agreement must be brought in a state or federal court in the County of Buncombe, North Carolina, which will be the sole and exclusive venue for any such action, suit or proceeding.

6.08 Successors and Assigns; No Third Party Rights. The provisions of this Grant Agreement are binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that the Grantee may not assign or otherwise transfer the Grant or any of its rights, benefits or obligations hereunder. Nothing herein is intended or may be construed to confer upon or give any person other than the Grantor and the Grantee or their permitted successors and assigns, any legal or equitable rights, remedies or claims under or by reason of this Grant Agreement.

6.09 Notices, Reports, and Other Communications; Consents. All notices, reports, and other communications provided for or required by this Grant Agreement must be in writing and must be sent via a nationally recognized delivery service such as FedEx or UPS or hand delivered to the applicable address:

if to the Grantor: Buncombe County Tourism Development Authority
 36 Montford Avenue
 Asheville, NC 28801

Attention: Stephanie Pace Brown

if to the Grantee: As described in the attached Grant Agreement Summary

All such notices, reports, and other communications will be deemed to be given or made upon receipt by the relevant Party. Grantor may withhold any requested consent in its sole discretion.

6.10 Further Cooperation. At the request of Grantor, Grantee agrees to cooperate fully, to promptly execute any and all supplementary documents, and to promptly take all additional actions that may be necessary to give full force and effect to the terms of this Grant Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be duly executed as of the Effective Date.

GRANTOR:

BUNCOMBE COUNTY TOURISM
DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

GRANTEE:

By: _____
Name: _____
Title: _____

Required Preaudit. The Buncombe County Tourism and Development Authority is a public authority subject to the Local Government Budget and Fiscal Control Act, N.C. Gen. Stat. § 159-7 *et seq.* Accordingly, the legal effect of this agreement, contract, or purchase order is subject to the requirements of N.C. Gen. Stat. § 159-28 and is conditioned upon the preaudit of this agreement, contract, or purchase order by the Finance Officer of the Buncombe County Tourism and Development Authority to ensure compliance with N.C. Gen. Stat. § 159-28(a), which is evidenced by a certificate on its face stating that it has been preaudited to assure compliance therewith signed by the Finance Officer, or any deputy finance officer approved for this purpose by the governing board, of the Buncombe County Tourism and Development Authority in substantially the following form:

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



(Signature of finance officer)."

EXHIBIT A
APPLICATION

[Application is attached]

EXHIBIT B

THE PROJECT

Description of the Project: Enka Recreation Destination [Include description of the complete Project and construction scope]

Buncombe County Sports Park Improvements:

- 3 turf fields capable of hosting 11 v. 11 soccer games (with the ability to reconfigure for other sports). The fields will include lighting for nighttime play.
- 4,000 feet of linear natural surface trail for internal park circulation (at least 4 feet in width).
- Upfit of the existing orchard and community garden area to make improvements for handicap accessibility and to provide additional parking for Field 9, the dog park, and the other upper park improvements.

Buncombe County Sports Park Expansion (New Facilities):

- 1 Challenge Course (see attached product material for construction details).
- 1 Yalp Court (see attached product material for construction details).
- 1 Sports Agility Course (see attached product material for construction details).
- 1 picnic pavilion with restrooms and Wi-Fi capability.
- 1 dog park occupying at least 15,000 square feet of dog area with distinct areas separated for large and small dogs. Amenities will include dog-watering space, shade, and play features.
- 1 recreation-quality multisport field. The field will be large enough to host 11 v. 11 soccer, but will be a reconfigurable space for multiple sports with grass surfacing.

Bob Lewis Ballpark Improvements:

- 7 lighting sets for softball fields at BLB for nighttime play.

Enka Heritage Trail:

- 2 bridge crossing over Hominy Creek. These will be built to ADA standard and will have a minimum of 10' width.
- 2 miles of greenway. This will be hard surface greenway (largely asphalt with some concrete detailing) and will be built to ADA standards with a minimum paved width of 10'.
- 10,000 square feet of sidewalk along Sand Hill Road to provide neighborhood connectivity.
- An important component of the project will be interpretive signage that creates educational opportunities for areas of natural or cultural significance.
- Discussions are continuing regarding the river cane stand adjacent to the project. Native river cane maintains important cultural significance for the Cherokee, thus integrating the existing stand into the project and highlighting the connection to the Cherokee will be an important element of the project.

Estimated Total Project Cost: \$12 million [The Grant Amount not to exceed one half of the actual total Project cost.]

The contents of this Exhibit B may be updated, revised or amended by inserting a new Exhibit B signed by the Grantor and Grantee in place of the current Exhibit B. If documents, such as Plans and Specifications, Construction Contracts or other such documents are entered into or prepared after the Effective Date, the Grantee agrees to provide all such documents to the Grantor and upon the request of the Grantor to sign an updated Exhibit B including such documents.

Buncombe County Tourism Development Authority

Tourism Product Development Fund

2018 Grant Cycle - Phase II Application

APPLICATION SUBMISSION INSTRUCTIONS

1. Please provide complete information in response to each question. Do not skip questions. If you are unable to answer a question or if a question is not applicable to your project, please briefly describe why it cannot be answered.
2. Type your answers in the fields provided. Handwritten applications will not be accepted. **Please limit your answers to the space provided.**
3. Attachments are required for several questions. Please name the file as instructed, and attach the files to the email along with your application. All submitted files must be digital and sent in one email, or hand delivered in one packet on a zip drive.
3. Submit your application in digital format to Pat Kappes via email at pkappes@ExploreAsheville.com or in person at 27 College Place, Asheville, NC 28801.
4. Applications must be received **no later than Wednesday, August 29, 2018 at 5 p.m. EST.**

APPLICATION SECTIONS

- | | |
|-------------------------------|------------------------------|
| I. SUMMARY CHECKLIST | VI. IMPACT OF YOUR PROJECT |
| II. ORGANIZATION INFORMATION | VII. DESTINATION BRANDING |
| III. PROJECT INFORMATION | VIII. CURRENT TOURISM IMPACT |
| IV. RETURNING APPLICANTS ONLY | IX. SUPPLEMENTAL INFORMATION |
| V. FINANCIAL INFORMATION | X. APPLICANT AGREEMENT |

Name of Project: Enka Recreation Destination

Organization: Buncombe County Recreation Services

Tax Status: Local Government

Address: 46 Valley Street

City: Asheville State: NC Zip: 28801 Phone: 828.250.6703

Physical Address of the Project (if different): 58 Apac Circle

City: Asheville State: NC Zip: 28806

PRIMARY CONTACT

Name of Applicant: Josh O'Conner

Email: josh.oconner@buncombecounty.org

Address: 46 Valley Street

City: Asheville State: NC Zip: 28801 Phone: 828.250.6703

I. SUMMARY CHECKLIST - Page 2

Please complete the summary information below:

Amount Requested: \$6,000,000
Total Construction Budget: \$12 million Total Project Budget: \$12.5 million
Projected Annual Room Nights:
Year 1: 12,355 Year 2: 14,641 Year 3: 17,339
Projected Construction (Break Ground) Date: Late Spring/Early Summer 2019
Projected Completion Date: June 2022
Projected Opening Date: Staggered openings beginning June 2021

Room Night Calculator Data:

Ratio of TPDF Dollars per Annual Room Night Generated: \$1:0.006
Payback Period (Years): 48

Please enter the file name for submitted documents below:

Feasibility Study: Enka Recreation Destination - EHT Feasibility Study.pdf
Marketing Plan: Enka Recreation Destination Marketing Plan.pdf
Room Night Calculator: Section I - Supplementary Attachments - Room Night Calculator.pdf
Letter of Funding Commitment 1: BC Board of Commissioners - EHT Funding Designation.pdf
Letter of Funding Commitment 2: FBRMPO FHWA Design Award Letter.pdf
Letter of Funding Commitment 3: FBRMPO FHWA Construction Award Letter.pdf
Letter of Funding Commitment 4:
Letter of Funding Commitment 5:
Financial Statement: Enka Recreation Destination Financial Statement.zip
Financial Summary: Enka Recreation Destination Financial Summary.pdf
Recommendation 1: Enka Recreation Destination - Beer City Cup - Recommendation 1.pdf
Recommendation 2: Enka Recreation Destination - ABASA -Recommendation 2.pdf
Recommendation 3: Enka Recreation Destination - ABRSC -Recommendation 3.pdf

Description and file names of any additional supporting documentation included in your submission:

BCSP Conceptual Layout.pdf | BCSP Concept Plan.pdf | BCSP Conceptual Layout - Grading Plan.pdf
BLB - Project Status Letter.pdf | TPDF Clarification to Phase I Questions.pdf | Enka Recreation Destination
Greenway Forecast Documentation.pdf

II. ORGANIZATION INFORMATION, continued - Page 3

1. What is your organization's mission?

Buncombe County Recreation Services:

To improve the quality of life within our community by providing high quality recreational facilities, opportunities for social interaction, and programming which encourages health and wellness through active lifestyles.

Asheville Buncombe Youth Soccer Association:

We empower children, strengthen families and enrich our community through soccer, the world's game.

Bob Lewis Ballpark:

Our mission is to use our complex, community and knowledge to accelerate the development of our players in order to garner success on the large aspect of developing better family growth, through fair play and sportsmanship.

2. Briefly describe the history of your organization.

Buncombe County Government: Buncombe County, established in 1791, is located in the southwestern portion of North Carolina in the heart of the Blue Ridge Mountains. The County operates under a commissioner/manager form of government. Presently, a seven-member Board of County Commissioners governs Buncombe County.

Asheville Buncombe Youth Soccer Association: ABYSA was founded in 1982 and grew rapidly as a volunteer-driven, recreational organization. In 2002, to meet the increasing demand for what was now Buncombe County's number one participant sport, Buncombe County Sports Park (BCSP) opened, providing seven natural grass soccer fields for competitive game play. In 2003, ABYSA hosted its first tournament, the NCYSA State Cup. In 2005 ABYSA and HFC merged to form North Carolina's second largest youth soccer association and Buncombe County's largest youth sports organization.

Later that same year the John B. Lewis Soccer Complex (JBL) opened, and at the time, was the largest artificial turf facility in the Southeastern United States. A unique partnership between ABYSA, the Western North Carolina Soccer Foundation (WNCSF), the City of Asheville, and the BCTDA made JBL possible, facilitated ABYSA's continued growth, and put Buncombe County on the map as a soccer tournament destination. In 2009, the BCTDA funded field lighting at JBL. In 2017, through a partnership including ABYSA, the City of Asheville and the BCTDA, the JBL Turf Replacement Project was completed and JBL was revitalized as a first class competition facility. Today, with JBL and BCSP as flagship facilities, ABYSA is an important quality of life and economic asset to our community.

In the fiscal year ending June 30, 2017, ABYSA provided programming to 5,758 youth players, 1,669 adult players, and 898 camp registrants. We employed 16 full time staff, 82 part time employees and benefitted from over 44,700 volunteer hours. Room nights supported by ABYSA events and other sports tournaments utilizing JBL and BCSP for FY 2017 totaled 10,648.

Enka Youth Sports Organization: For nearly eleven years, consideration has been given to developing a complex for youth baseball and softball as part of Enka Center on land near the existing Buncombe County Sports Park (soccer fields). The Enka Youth Sports Organization, Inc. is incorporated under Section 501(c)(3) of the Internal Revenue Code. As of July 2018 Bob Lewis Soccer Park is a showcase facility centrally located in Western North Carolina designed to host youth baseball and softball tournaments attracting teams which travel.

II. ORGANIZATION INFORMATION, continued - Page 4

3. Identify and describe any pending legal action against you or your organization. If none, enter "N/A."

Buncombe County is engaged in a number of pending legal actions as would be typical for local governments its size. As such, they are generally routine matters, not of significant financial threat, and relatively inconsequential as they relate to this application. Neither of the partner organizations are involved in any pending legal claims which could threaten the financial viability of this application.

Additional information on claims against Buncombe County Government can be found in "Section II.3 - Legal Action - Enka Recreation Destination, TPDF Phase II.pdf"

4. Identify the key leadership of your organization/project and include a description of their role in your project.

Name: Josh O'Conner **Primary Company/Organization:** Buncombe County Recreation Services

Role: Recreation Services Director/Project Manager

Name: Karla Furnari **Primary Company/Organization:** Buncombe County Recreation Services

Role: Greenways Planner

Name: Mike Rottjakob **Primary Company/Organization:** ABYSA

Role: Executive Director/Soccer Field Improvements Coordinator

Name: Martin Lewis **Primary Company/Organization:** Enka Youth Sports Organization

Role: Bob Lewis Ballpark Improvements Coordinator

Name: **Primary Company/Organization:**

Role:

5. Identify any additional leadership individuals associated with your organization/project.

See "Section II.5, II.6, & II.7 - Leadership Roles - Enka Recreation Destination, TPDF Phase II.pdf"

II. ORGANIZATION INFORMATION, continued - PAGE 5

6. If applicable, identify the current members of your board or advisory committee.

Name: See attached file	Primary Company/Organization:
Name:	Primary Company/Organization:

7. Additional board members or advisory committee members:

See "Section II.5, II.6, & II.7 - Leadership Roles - Enka Recreation Destination, TPDF Phase II.pdf"

8. If applicable, identify any current partnerships your organization holds with other regional organizations.

Include name of organization and nature of partnership.

See "Section II.8 - Partnerships - Enka Recreation Destination, TPDF Phase II.pdf"

III. PROJECT INFORMATION, PAGE 6

1. Please describe your project in detail. If you have any drawings, photos, or renderings, please submit with your application and include the file name for each item in Section VIII. SUPPLEMENTAL INFORMATION. Be sure to include the name of your project in the file name.

Overall, this application represents an opportunity to advance sports tourism in the Asheville market. The project creates a full-featured athletics complex focused on establishing sports event spaces and strengthening existing sports facilities while solidifying a “destination” concept that will allow Asheville and Buncombe County to stand out as a leader in recruiting regional competitive tournaments. The project will also create a stronger foundation for sports tourism through building interest in sports and athletics within our community and creating a facility that our home teams are proud to invite their opponents to.

The project offers a unique set of circumstances that allow us to exploit a number of opportunities to elevate our place in the regional sports market under a low risk profile. Simply put, the effort doesn't create a new product which must undergo a growth curve before realizing a return on investment. Instead the project works to capture the local sports market's existing momentum by leveraging improvements at existing facilities to absorb more of the demand, a demand that already out-paces our current facility availability. The core of the project will extend available hours of play and overcome traditional seasonal barriers that have created limitations for event recruitment in the past.

Buncombe County already faces unique challenges in terms of aligning a strong sports market with a schedule that places sporting events among some of our most tumultuous and unpredictable weather. The strong seasonal variation in our weather patterns also dramatically reduces field availability at Buncombe County Sports Park (BCSP) as the fields must remain “out of play” during the summer months to allow for reestablishment of the Bermuda grass. In addition, the BCSP also remains out of play during the winter months due the inability of the grass to regenerate itself. The addition of turf on the fields will allow up to five additional months of tournament and event scheduling. The lack of field lighting at both BCSP and Bob Lewis Ballpark (BLB) create severe constraints on the hours of play at both facilities.

The summer of 2018 has underscored the need for additional athletic field capacity in Buncombe County following flooding events that have placed the John B. Lewis Soccer Complex out of commission for over 3 months. Salvaging the current schedule of events has been a creative exercise between the project partners, Buncombe County Schools, and the Asheville Buncombe Regional Sports Commission; however, continuing to operate in such an ad hoc fashion is not a sustainable solution in the long-term.

The core of the project will do the following:

- Turf two existing competition fields at BCSP. (These fields allow for 11 v. 11 soccer matches or can be further subdivided into multiple smaller fields for various tournament configurations They also allow for reconfiguration for any number of field sports, such as lacrosse.)
- Add a new competition field at BCSP (This field allows for 11 v. 11 soccer matches or can be further subdivided into multiple smaller fields for various tournament configurations. It also allows for reconfiguration for any number of field sports, such as lacrosse.)
- Add a new community field space adjacent to the existing BCSP allowing us to create new opportunities for recreation level sports while freeing existing competition fields for tourism generating events.
- Add lighting to the newly turfed field spaces at BCSP.
- Add lighting to four of the existing fields at BLB.

III. PROJECT INFORMATION, continued - PAGE 7

Additional space for project description, if necessary.

The resulting product will create athletic spaces that offer extended play into portions of the year that have traditionally been unavailable for scheduling due to adverse weather or the need to preserve the integrity of the natural surfacing. The newly resilient field space will also create 2-5 hours of additional daily scheduling availability as a result of adding nighttime play capabilities.

Rather than being a singularly focused project, the destination focus of the project creates a multi-faceted attraction aimed at not only attracting sports tourism, but outcompeting other venues in the region by offering a more full-featured attraction for athletes and spectators alike. The project will invite athletes and their families to premier athletics facilities while also creating opportunities to explore our natural and cultural heritage in between games, ultimately offering an experiential element that shines above other regional venues.

The project will enhance the BCSP and BLB to increase their competitiveness in attracting tournament events, creating new needs for overnight accommodations. As previously stated, BCSP will receive upgrades to three of the existing soccer fields including installation of artificial turf and field lighting. Approaching an estimated 750,000 annual visitors in 2018, BCSP is currently encountering scheduling constraints due to weather and the lack of lighting; both of these upgrades will considerably extend the times BCSP is available for events. BLB will also receive field lighting, creating a 30% increase in potential tournament events. The project will also create a new recreation field helping to facilitate a new space for community use and free an existing field for a wider range of tournament events. An athletics agility course, a fitness challenge course, and an interactive 4-way multipurpose court are also programmed for the new recreational space adjacent to the new recreational field.

Centered within the project is a belief that in order to attract sports tourism, Buncombe County needs to create a mentality that participation in athletics and active living can start shortly after a child takes its first steps and continue throughout an individual's life supported by facilities that offer a variety of activities regardless of an individual's age or mobility level. As tournament organizers see such a high level commitment to sports, athletics, and active living, Buncombe County will stand out among its peers as a destination. Further, supporting community-level recreation will help create a groundswell of athletic participants that can aid in word-of-mouth marketing for our facilities as they travel to other regions to compete. The project's commitment to community-level facilities will create sports and athletic ambassadors that can help bring Buncombe County further into focus as a destination.

BCSP will receive a number of enhancements that will improve its usability and increase opportunities for new events. The park will receive trail upgrades within the park facilitating better movement between holes of the park's 18 hole disc golf course and providing new community walking trails. A new pavilion will be added near the entrance of the sports park with bathrooms; this will open the park up to a wider range of events and facilitate tournament scheduling for the top field (which is typically unused due to the distance to the existing bathrooms). The pavilion will also make BCSP a destination for nature and agricultural learning with a Wi-Fi connection and space to host classes and demonstrations connected to the existing community garden and urban orchard and nursery.

III. PROJECT INFORMATION, continued - PAGE 8

Additional space for project description, if necessary.

The Enka Heritage Trail (EHT) will create a major spoke of Buncombe County's Greenway system. The two mile corridor will connect the EHT between Sand Hill Rd at its intersection with Enka Lake Rd proceeding along Hominy Creek to its intersection with Sand Hill Rd south of Warren Haynes Dr. This segment of greenway is unique in that it will facilitate a sporting and athletics destination through providing a direct connection with the BLB, BCSP, and commercial retail development at Enka Center.

The EHT element of the project will also focus on riparian protection and restoration along Hominy Creek and will preserve a substantial stand of native river cane. The river cane is of historical significance to the Cherokee, and the greenway will highlight the area through interpretive signage while protecting the habitat of the river cane. The greenway will also provide a conduit to connect children with "adventure play" programming at BCSP with the intent of facilitating play space in the natural environment. A dog park at the BCSP will also increase the amenities offered within the area providing a contained off-leash area for park users with dogs.

The project will capitalize on the existing community investments with both BCSP and BLB leveraging a substantial amount of external funding through federal grants to produce a sports and athletics destination that is attractive to event organizers, players, and families. The Asheville Buncombe Youth Soccer Association (ABYSA) will serve as the lead partner for soccer related improvements, and the Enka Youth Sports Organization (EYSO) will lead the BLB additions; both partners will enhance the project through their experience and market-specific knowledge. The project will integrate the two facilities to allow activities between sporting events while offering the full flavor of what the area has to offer in terms of recreational amenities and encouraging longer stays in order to explore those facilities.

From a funding standpoint, the project leverages a substantial amount of external capital (\$4.8 million) for the construction of a greenway along with a \$1.2 million direct investment by Buncombe County Government. The greenway project on its own stands to be a significant generator of tourism for those looking for locations that offer accessible outdoor experiences, connections to nature, and informative cultural experiences. This funding model creates an opportunity for our community to extend its own investment into the project far beyond what would normally be available. The scope and size of the project alone will generate substantial regional discussion that will aid in further elevating the Asheville brand that the TDA has artfully developed into a major contributor to our local economy. At the risk of being cliché, the project creates a "once-in-a-lifetime" investment opportunity by aligning the funding mix with substantial market momentum to create a product that generates value for community members and tourist alike. The project also furthers recent efforts by Buncombe County Government to renew its investments in recreation and create community facilities that better align with our tourism marketing efforts.

III. PROJECT INFORMATION, PAGE 9

2. Construction Scope: To help us understand the size and scope of the project, please provide a comprehensive description of the physical construction of the project. As applicable, include number of buildings/structures, materials, square footage, equipment, etc.

The overall construction scope of the project will include:

Buncombe County Sports Park Improvements:

- 3 turf fields capable of hosting 11 v. 11 soccer games (with the ability to reconfigure for other sports). The fields will include lighting for nighttime play.
- 4,000 feet of linear natural surface trail for internal park circulation (at least 4 feet in width).
- Upfit of the existing orchard and community garden area to make improvements for handicap accessibility and to provide additional parking for Field 9, the dog park, and the other upper park improvements.

Buncombe County Sports Park Expansion (New Facilities):

- 1 Challenge Course (see attached product material for construction details).
- 1 Yalp Court (see attached product material for construction details).
- 1 Sports Agility Course (see attached product material for construction details).
- 1 picnic pavilion with restrooms and Wi-Fi capability.
- 1 dog park occupying at least 15,000 square feet of dog area with distinct areas separated for large and small dogs. Amenities will include dog-watering space, shade, and play features.
- 1 recreation-quality multisport field. The field will be large enough to host 11 v. 11 soccer, but will be a reconfigurable space for multiple sports with grass surfacing.

Bob Lewis Ballpark Improvements:

- 7 lighting sets for softball fields at BLB for nighttime play.

Enka Heritage Trail:

- 2 bridge crossing over Hominy Creek. These will be built to ADA standard and will have a minimum of 10' width.
- 2 miles of greenway. This will be hard surface greenway (largely asphalt with some concrete detailing) and will be built to ADA standards with a minimum paved width of 10'.
- 10,000 square feet of sidewalk along Sand Hill Road to provide neighborhood connectivity.

An important component of the project will be interpretive signage that creates educational opportunities for areas of natural or cultural significance.

Discussions are continuing regarding the river cane stand adjacent to the project. Native river cane maintains important cultural significance for the Cherokee, thus integrating the existing stand into the project and highlighting the connection to the Cherokee will be an important element of the project.

The project presented represents the base product. Once the project has received funding at a level where completion can be guaranteed, we will work to develop additional amenities within the project to be funded by external funders (i.e. private and foundation giving) to develop additional features within the park. These features will be focused on providing a more immersive outdoor experience in addition to delivering two miles of linear greenway. The overall intent will be to integrate the greenway with play areas and additional recreational opportunities that encourage longer periods of engagement. Conversations with these funders are ongoing and are largely contingent on secured base funding for the project.

III. PROJECT INFORMATION, continued - PAGE 10

3. Is your project an expansion of or improvement to an existing facility?

Yes

No

4. Describe the value of your project to tourism in the Asheville area.

This project will vastly improve the recreation amenities available on the western side of Buncombe County while also expanding the amount of tournament-quality athletic space and simultaneously extending the available hours of play. Additionally, its location out of the flood hazard area and the ability to utilize the newly turfed fields regardless of weather conditions will add a level of resilience that will help insulate sports tourism from adverse weather events (a factor that has often created significant complications with regard to maintaining tournament locations and protecting play schedules).

Overall, the project enhances Asheville and Buncombe County's ability to host more tournaments as well as to expand the number of teams playing in existing tournaments. Field capacity limitations have often played a heavy role in limiting tournament size; a number of tournaments are ripe for expansion and could easily attract more teams through increasing available field space.

According to the "Asheville and Buncombe County Sports Tourism Market Analysis" completed for the Asheville Buncombe Regional Sports Commission in 2017, the highest need in this area is for additional soccer facilities. The analysis claims that "soccer has a strong, and well-documented record of success in delivering hotel roomnights and related economic impacts." By installing lighting and turf fields, the BCSP will be a more attractive venue during the off-seasons, as tournaments can last for more hours in the day and be less impacted by field damage due to seasonal weather. Extending the tournament season, particularly in the first quarter of the calendar year, was identified as a strategy in the market analysis.

The National Association of Sports Commissions calculated \$10.74 billion in spending by visitors attending a sports tournament in 2016, an increase of 10% from 2015. This trend is also anticipated locally. ABYSA expects continued growth in tournament participation (a conservative estimated increase from 9,590 participants in FY18 to 10,979 participants in FY2020 at the John B. Lewis Soccer Complex). Additional field lighting and artificial turf installation at the BCSP bolsters those numbers even further. With these enhancements anticipated, additional tournaments to be held at the BCSP have already been recruited.

As described by Eric Hanson of Hotel and Leisure Advisors, the sports tourism economy is strong, and those traveling for these events are contributing to both hotel nights and food and beverage purchases. Rather than just traveling to the tournament, they often will treat this type of travel as a vacation and will often spend more than they anticipated.

The enhancements to the BCSP and the BLB alone would drive tourism in this region. Having a greenway to connect the two complexes and to retail will make this an even more attractive option to groups wishing to attend a tournament and visit Buncombe County.

https://www.sportscommissions.org/Portals/sportscommissions/Documents/Reports/ST_report_4_9_17.pdf

<https://www.sportscommissions.org/Portals/sportscommissions/Documents/Industry%20News/Hoteliers%20Score%20Business%20with%20Sports%20Groups.pdf>

III. PROJECT INFORMATION, continued - PAGE 11

5. What is the projected construction date? May 2019
6. What is the projected completion date? June 2022
7. When is the projected opening date? Staggered openings beginning in June 2021
8. Please add other project milestones. (Include date and milestone description)

All dates represent latest start per known information:

- 2nd Quarter 2019 - Engineering and design work completed for BCSP and BLB Improvements
- 1st Quarter 2020 - Engineering work and permits secured for Enka Heritage Trail
- 3rd Quarter 2020 - Installation begins on sports specific improvements to BCSP and BLB
- 2nd Quarter 2021 - Greenway construction begins

Other project elements will be brought on line in conjunction with other construction operations. The intent of the project is to maximize the value of amenities while maintaining low delivery cost. For this reason, other project elements will be integrated into construction in a manner that reduces mobilization cost.

BCRS has already completed a large amount of the preliminary investigative and analysis work required to begin this project. These efforts include engineering and design documents for the field turfing projects as well as the initial phases of design for the EHT.

BCRS has previously secured \$400,000 for the design and engineering of the EHT allowing for seamless phasing between design and construction. Aligning the project in this fashion will facilitate a workflow that minimizes regulatory approval and eliminates duplicity between the design and construction phases. This strategy was selected to guard against cost inflation and to facilitate a more holistic view of the project environment where potential cost overruns could be identified and adjusted for as the project progresses between phases. Utilizing this approach in Buncombe County's partnership with the Town of Woodfin has created a more informed and reflexive project approach that creates a more cohesive partnership with regulatory bodies and relevant utilities. Ultimately this creates a "measure twice, cut once" approach to greenway construction designed to identify potential project pitfalls before they impact the actual construction cost. This being stated, it is important to highlight that the greenway funding has already been secured and is being leveraged as a match for the overall destination concept.

The overall approach will allow construction to begin on these projects promptly following the availability of funding. Ideally, the improvements to the soccer fields will be front-loaded to close the gap between demand and capacity and to create a room night return on investment as quickly as possible.

9. When will TPDF funds be required? May 2019 or as soon as available
10. If your project will not begin construction within 18 months from notification of award, explain why a commitment of funding is crucial to your project at this time.

N/A

III. PROJECT INFORMATION, continued - Page 12

11. Does a similar project to yours already exist in Western North Carolina or anywhere else in the US? If so, please identify the project(s).

To our knowledge there is not a facility that creates a similar collective destination as the one that we are proposing. In terms of the sports-specific upgrades at the BCSP, the project will allow us to stand out within the local and regional market by offering a variety of field types and conditions. In addition, the facility will offer a level of weather resilience that is not available in other WNC fields. The upgrades at BLB will further elevate an already unique regional facility to a facility that can host extended regional events for a longer season and for longer event durations. The greenway is nationally unique given its integration with local history.

12. If a similar project already exists in Western North Carolina, please describe how your project will draw additional overnight visitors.

The project is in and of itself unique, but it also contributes to a number of local collaborative efforts to bolster Buncombe County's reputation as a sports destination. A number of tournaments using local soccer facilities have reached capacity as a result of local field capacities and capabilities; these upgrades will allow expansion of events that are already established locally guaranteeing more consistent growth in overnight visitors. In addition, extending the hours and season time available to events will allow new events to be recruited that have previously been turned away due to lack of capacity or the seasonal nature of the fields. The lighting at the Bob Lewis Ball Park will create an estimated 30% increase in tournament capacity (per USA Softball) and will further enhance the desirability of the venue for regional tournaments. The greenway will attract new visitors interested in historic sites and will provide additional amenities for outdoor recreation.

13. Has a feasibility study been completed for this project? Yes No

If yes, please submit with your application and name the file "[PROJECT NAME]_Feasibility Study".

14. Has a marketing plan been completed for this project? Yes No

If yes, please submit with your application and name the file "[PROJECT NAME]_Marketing Plan".

15. Please describe your target audience.

The project creates a destination for sports and athletics through elements attractive to entire families from toddlers to senior citizens (while serving the surrounding community). BCSP facility upgrades and the addition of EHT offer accessible recreation options accommodating a variety of ages and mobility differences. The soccer components target competitive (travel) youth and adult soccer clubs who send teams to BCSP for invitational and state association tournaments and league play. BLB will target youth baseball and softball organizations within five hour driving time. The project will also target educational groups. The project scope and variety focuses on generating incremental overnights and encouraging return visits.

An important component of the project is that it creates multiple, complementary target audiences that will facilitate a synergy which induces demand through a focus on accessible sports and athletic facilities. We believe that active living, sports, and athletics are lifestyles that must be cultivated rather than simply pursuing a "if you build it, they will come" type facility model. The community-focused elements of the project will increase local interest in active living, sports, and athletics. This local interest will further the growth in Asheville as a sports destination, as we will not only have premiere facilities, but we will also offer premiere teams that will attract regional opponents. By uniting the community and tourism audiences within a single project, we believe we are creating a more sustainable approach that is not solely dependent on external forces.

III. PROJECT INFORMATION, continued - Page 13

16. How do you plan to reach your target audience?

BCRS will work closely with project partners, ABYSA and the BLB, to market these facilities. Both partner organizations will focus their efforts on recruiting youth and/or adult recreation leagues and tournaments to the area. BCRS is well positioned to continue marketing the facilities, including the greenway, to those who live, work, and play in this area. Current techniques include a strong presence on social media and print materials, which are distributed to key locations throughout the county.

ABYSA's proven marketing strategies are based on an exceptional understanding of the youth and adult soccer tournament world and the important details that define "hospitality" for traveling soccer clubs. The efforts and methods they employ to attract clubs who send multiple teams to events might be outside the traditional concepts of marketing a facility, but they are highly professional, effective, and based on our clear understanding of who makes decisions and on what factors those decisions are made.

The specifics vary for different types of events, but in all cases, success is largely based on relationships and the ability to execute. It is important to recognize that individual parents and coaches are no longer the decision makers and have not been for several years. For large competitive youth soccer clubs led by professionals, these decisions are made by club administrators who are focused on providing opportunities for multiple teams, at large events, where they can depend on several factors: 1) the level of competition they will see; 2) the facilities on which they will play; 3) the experience the families they serve will have; 4) the host organizations' ability to execute a complex schedule; and 5) the stability and value of their business relationship with the host organization. ABYSA excels in establishing and growing these relationships for invitational tournaments.

For events where ABYSA serves as hosts, but not organizers, relationships, facilities, and past performance are also vitally important. Their ability to generate return business with North Carolina Youth Soccer Association (NCYSA) and their adult counterpart, NCASA, is based on the experience ABYSA helps them provide their customers. Their efforts earned eleven consecutive years of two or more state cup weekends per year.

ABYSA's marketing investment is a commitment to staff a Tournament Director position and provide program directors the resources to have a good product to promote to their colleagues. Word about the new fields at BCSP will spread fast through their relationships with top clubs in the region.

17. How much do you plan on investing in marketing annually? How much will be invested outside of the Asheville market? (Out-of-market is defined as 50 miles or more from Asheville.)

Buncombe County currently invests a significant amount of funding in marketing its services through four full time equivalents along with substantial communications infrastructure to support marketing of the BCSP, the EHT, and events at BLB. BCRS has an additional position responsible for marketing and communication of recreation-specific events. This individual will be responsible for day-to-day marketing, further developing sponsorships, and attracting new partnerships that will help induce increased users at facilities.

As described above, ABYSA's primary investment is in the staff that executes the tournament business. ABYSA's success has allowed them to grow staff resources and prioritize their sports tourism impact. Additionally, ABYSA employs a graphic artist that manages their web site and produces their marketing materials. Their materials rival those of any other club in our region.

The Asheville Buncombe Regional Sports Commission places a greater emphasis on attracting event owners looking for destinations. Getting the attention of event owners requires more traditional marketing approaches and materials. ABYSA has been a contributing partner since the inception of the commission and helps facilitate their business efforts.

III. PROJECT INFORMATION, continued - Page 14

18. Who will implement the marketing plan?

Each project partner will be responsible for implementing their marketing plan independently. Given that each organization thrives based on its ability to recruit new users and visitors to facilities, allowing each partner to manage its marketing will result in more reflexive and agile marketing strategies that are more carefully targeted to the specific market segments each entity serves.

In addition, the partners will continue to collaborate on driving use to the facility and will ensure integration of marketing efforts. ABYSA and Buncombe County have a long-standing partnership regarding the operation of BCSP that has evolved to focus on providing sports facilities; this relationship will be leveraged along with the relationship with the Enka Youth Sports Organization to capitalize on the destination theme of the project.

19. How will you determine if you met your goals?

Our largest indicator of goal performance will be our ability to recruit new tournaments and move the BCSP and BLB toward achieving peak capacity. In terms of understanding project performance as it pertains to overnight visitation, we will work toward extending the recruitment and tracking system already in place with ABYSA. ABYSA has consistently delivered transparent information regarding overnight recruitment; this project will be integrated into their existing reporting mechanisms.

Buncombe County Recreation Services will expand its use of the TRAFX vehicle and pedestrian counter system which it has been installing throughout all of its parks over the last year. This system also parallels the current system used by ABYSA at the John B. Lewis Soccer Complex. The TRAFX system will be expanded to capture entry and exit into each of the facilities either by pedestrian or car traffic. The importance of the traffic system is that it delivers time-stamped visitation data that can be directly linked to events.

In terms of understanding how to attribute park users and greenway users outside of events and their contribution to overnight room stays, we will continue to work with NC DOT, the French Broad River MPO, and other partners to revise our visitation models as it pertains to the ability of greenways to attract and support overnight visitors.

All visitation statistics will be published as part of Buncombe County Recreation Services annual performance reporting and will be publically accessible through County annual reporting documentation.

IV. RETURNING APPLICANTS ONLY

If you have previously received TPDF funding for the same project, submit the following information with your application in a separate document. Name the file “[PROJECT NAME]_Returning Applicant”.

1. Funds raised (not including TPDF dollars) since your last application;
2. Any change in project scope;
3. Overall progress report on the project; and
4. Updated budget and updated construction timeline with reason for delays.

V. FINANCIAL INFORMATION, PAGE 15

1. Amount of funding requested: \$6,000,000

2. Type of funding request: Loan Guarantee Grant Debt Service

3. What is the estimated total development budget of your project? \$12,500,000

4. What is the estimated total construction budget of your project, excluding design fees and feasibility studies?
\$12,000,000

5. Please detail the overall project scope and construction costs associated with each major scope item.

Buncombe County Sports Park:	
Natural Surface Trails	\$ 32,000
Paving at Orchard	\$ 88,000
Accessibility Upgrades and Retrofits	\$ 50,000
Sidewalk on Sandhill	\$ 45,000
Dog Park	\$ 35,000
Educational Pavilion	\$ 200,000
Soccer Field Lighting	\$ 1,000,000
Turf	\$ 2,800,000
New Field	\$ 300,000
Challenge Course	\$ 200,000
Sports Agility Features	\$ 250,000

Bob Lewis Ballpark:	
Baseball Lighting	\$ 1,000,000

Enka Heritage Trail:	
Greenway and Bridges	\$ 4,500,000
Bridge Elements (2 total bridges)	\$1,500,000

These figures do not include the financial or project management elements of the project which will be supported by the staff of the partner organizations. It is estimated that over the life of the project these elements will add an additional \$500,000 to \$750,000 in value to the project.

6. If your project is to be supported by a local or state government entity, describe in detail the amount of annual funding required for its operation and the level of commitment to ensuring its continued operation and maintenance.

Buncombe County Government will work in partnership with ABYSA and the Enka Youth Sports Organization to provide operational and maintenance funding as applicable for the project elements. The soccer-related improvements will be maintained through a contractual agreement that transfers operational ownership of the fields in return for most field maintenance and upkeep. The BLB will be maintained by the Enka Youth Sports Organization through programming of their operational revenues. In both cases, the operating entity is incentivized to keep the facilities in top operating condition, as event recruitment will be a driving factor in organizational revenue and organizational expansion.

The County will maintain other facilities through its \$2 million Recreation Services budget with funding for equipment upfit and replacement through its \$1 million General Services direct maintenance budget.

V. FINANCIAL INFORMATION, continued - Page 16

7. Will you secure at least the same amount of funding for which you are applying? Yes No

8. If you receive TPDF funding, will it be the first funding committed to your project? Yes No

9. Detail below the current mix of funding sources for your project. Include source, amount, status, and indicate if contingent on receiving TPDF funding. Submit a letter of commitment from each source, if available.

a. Source: Buncombe County General Fund Amount: \$1.2 million
 In-hand Secured Pending Contingent on TPDF

Letter of Commitment file name: BC Board of Commissioners - EHT Funding Designation.pdf

b. Source: Federal Highway Administration Amount: \$4.8 million
 In-hand Secured Pending Contingent on TPDF

Letter of Commitment file name: FBRMPO FHWA Construction Award Letter.pdf

c. Source: Costing/Feasibility Study -BC Gen Fund Amount: \$30,000
 In-hand Secured Pending Contingent on TPDF

Letter of Commitment file name: N/A - Product In Hand

d. Source: Design and PE (FHWA Grant) Amount: \$320,000
 In-hand Secured Pending Contingent on TPDF

Letter of Commitment file name: FBRMPO FHWA Design Award Letter.pdf

e. Source: Design and PE (County Match) Amount: \$80,000
 In-hand Secured Pending Contingent on TPDF

Letter of Commitment file name: BC Board of Commissioners - EHT Funding Designation.pdf

10. Submit your organization's most recent financial statement (audited, if available) with your application and name the file "[PROJECT NAME]_Financial Statement".

11. Submit a document (up to 3 pages) summarizing your financial schedule for the first 3 years of operation for your project, including a pro-forma, profit and loss, and balance sheet with your application and name the file "[PROJECT NAME]_Financial Summary".

VI. IMPACT OF YOUR PROJECT - Page 17

1. A Room Night Calculator has been provided in the Application Packet. Please complete the spreadsheet and submit it with your application. *(Required)* What are your submitted figures based upon? (Example: existing customer data, ticket sales, research, etc.)

Buncombe County Sports Park (Y3 overnights 4,729):

BCSP projections are based on existing room night generation and additional field scheduling capacity. ABYSA tracks the number of participants and room nights generated from each of the events hosted at the BCSP. New events are already anticipated because of these improvements in FY2020. Additionally, existing events are projected to expand because of the increased number of hours of play and attractiveness of the facility.

Bob Lewis Ballpark (Y3 overnights 5,400):

BLB projections are based on 30% additional capacity following the installation of lighting per USA Softball.

Enka Heritage Trail (Y3 overnights 21,343):

Guest counts project current BCSP gate counts at a 10% annual increase (derived from trend analysis of prior three annual user counts). Greenway visitation forecast using data from Hominy Creek Greenway modeled around BCSP attendance. Overnights assumed at 4% of visitors (overnight guest ÷ # county residents). Greenway user growth projected at 40% per BikeWalk NC.

2. Describe the size of the market to be served by your project.

The market for the project extends throughout the Southeast. The project creates new energy around existing facilities and offers significant capacity for sporting events in a locale that is already a leader within the tourism market. The Asheville brand elevates the project experience beyond a capacity to host regional sporting events and creates a sports destination that is inviting to participants and spectators alike. Many other facilities in the southeastern market offer the capacity for sports events in locations that are comparatively unattractive. Other facilities are either located on the remote fringes of the host locale or in urban settings that are difficult to access. This project creates a large marketing draw because it offers attractive dining and entertainment options that are inviting and which enable organizers to market a more immersive experience beyond the event.

3. Will your project draw visitors to the destination specifically during identified periods of need for hotel room nights?

The operators of the various project components (ABYSA, Enka Youth Sports Organization, and Buncombe County Recreation Services) will coordinate and collaborate with the Buncombe County Tourism Development Authority and the Asheville Buncombe Regional Sports Commission to understand targeted periods of need and will work to recruit potential events within those identified time frames.

Given the understanding that the need for room night generation is currently year-round, but that the need may shift over time, using a collaborative approach will better enable the project to serve as a consistent generator of tourism by working to be responsive to market demands as they evolve.

In addition, collaboration will ensure that the project creates the highest return on investment for all funding partners while creating a sustained focus on the project that will aid in elevating its standards of maintenance and will ensure that the project continues to be a source of community investment that will prosper over time rather than slowly deteriorating after construction.

VI. IMPACT OF YOUR PROJECT, continued - Page 18

4. What methodology do you plan to implement to capture these visitation statistics and the project's room night impact once your project opens?

Our largest indicator of goal performance will be our ability to recruit new tournaments and move the BCSP and BLB toward achieving peak capacity. In terms of understanding project performance as it pertains to overnight visitation, we will work toward extending the recruitment and tracking system already in place with ABYSA. ABYSA has consistently delivered transparent information regarding overnight recruitment; this project will be integrated into their existing reporting mechanisms.

Buncombe County Recreation Services will expand its use of the TRAFX vehicle and pedestrian counter system which it has been installed throughout all of its parks over the last year. This system also parallels the current system used by ABYSA at the John B. Lewis Soccer Complex. The TRAFX system will be expanded to capture entry and exit into each of the facilities either by pedestrian or car traffic. The importance of the traffic system is that it delivers time-stamped visitation data that can be directly linked to events.

In terms of understanding how to attribute park users and greenway users outside of events and their contribution to overnight room stays, we will continue to work with NC DOT, the French Broad River MPO, and other partners to revise our visitation models as it pertains to the ability of greenways to attract and support overnight visitors.

5. If you are an existing destination, describe how your proposed project would help increase your current impact on tourism and overnight stays.

Both the Buncombe County Sports Park and the Bob Lewis Ballpark are currently drivers of tourism in this area. As mentioned in other parts of the application, they attract regional tournaments that contribute to overnight stays in the Asheville area. By creating the greenway linkage between the two facilities, making lighting and field improvements, and adding additional infrastructure and recreation components, this complex will be a very attractive option for those looking for space to host tournaments and events.

It's difficult to consider the project as an existing destination given that the collective package elevates the existing facilities in a way that allow them to stand out like never before. The project creates a cohesive destination that will enable the project partners to recruit new events and tourism to an experience that we've never offered before while satisfying clearly identified demands that currently impose recruitment constraints.

6. Discuss the potential for your project to stimulate additional development projects.

The Enka area is ripe for redevelopment. The proposed project would leverage a number of existing efforts to revitalize and develop the areas to create a central anchor for further economic development and redevelopment. In addition, the NC DOT efforts to create the Liberty Road interchange will aid in making the project more accessible and will work to relieve congestion around the project area.

The intent of the project is to create a central destination within the Enka community that stimulates tourism and further elevates Buncombe County in the sports tourism market. We anticipate the investment within the current sports facilities will attract attention from additional sports and will allow us to capture further development within the sports market. These opportunities are further detailed in the attached marketing study.

VI. IMPACT OF YOUR PROJECT, continued - Page 19

7. After your project opens, how many new, permanent jobs do you anticipate your project will generate?

Full-time equivalent positions: 1 (Collectively) Seasonal or Part-time positions: 2 to 10

VII. DESTINATION BRANDING

If you are awarded TPDF funding, your organization will be required to work with the CVB to ensure your employees and/or volunteers deliver the Asheville Area Destination Brand Promise to visitors, including the following marketing activities:

- Distribute Asheville Travel Guides at your location.
- Display a reciprocal web link to ExploreAsheville.com on your website.
- Ensure your staff knows and understands the Asheville Area Destination Brand Promise.
- Source in-bound groups requiring 10 rooms or more per night for meetings/conventions/events through the Asheville CVB Group Sales Department.

1. How does your organization and proposed project complement the Asheville brand?

Buncombe County Recreation Service's friendly and hard-working staff pride themselves on offering an enriching experience for area residents and visitors, alike. We strive to make each experience personal while offering year-round activities to attract a wide variety of populations and demographics. We are confident that the Sports Park project will help bring a sense of welcoming for locals and visitors to keep them coming back.

We will be home to vibrant experiences from a natural greenway to a top-notch sports and recreation field. Our goal to bring a variety of activities in one location, which is why we believe this project is so unique. Our proposed new Sports Park will offer a natural, safe greenway that will connect the BLB to the BCSP so that families and friends can attend two separate sports tournaments without having to travel across town. Our proposal also includes a fun dog park for locals and travelers to bring their precious pups for exercise, play, socialization, or just get out and stretch after a long trip.

New turf and lighting on the fields will bring year round soccer, lacrosse, and ultimate frisbee competitions. We also believe that our turf fields and premier environment will be in high demand by other sporting tournaments. By updating our facilities to offer Wi-Fi, guests will have the choice to stay connected throughout the park. Wireless capability will also appeal to the business world for weekend or even week long retreats. Branding our park as the ultimate personal, enriching, and unique experience will by far exceed the expectations of the area. People around the region and beyond will know the Buncombe County Sports Park as a premier recreation destination.

VII. DESTINATION BRANDING, continued - Page 20

2. Please describe any additional identified Asheville branding opportunities you currently deploy or intend to pursue:

The largest unexplored opportunity associated with this project is the integration of BCRS facilities with the work of TDA to recruit visitors to facilities that cultivate a uniquely individual experience that is personal to those who become part of our local community, even if only for a day, as a tourist. The current facilities offer unique experiences, but the relatively disjointed nature of the facilities serve as an impediment in allowing the facilities to align with the Asheville Brand Promise.

Our hope is that by creating a cohesive destination, one that can offer any visitor an enriching experience that matches their interest (and hopefully sparks new curiosity), we can collectively become a strong partner with the very tangible work that the TDA is already engaged in relative to tourism recruitment. Rather than market, we will invite. Project success depends on the sense of hospitality with which we extend that invitation.

The project creates a source of community pride around a destination for our residents. We are making a place that residents will share with their tourist counterparts. The project assembles a variety of recreational offerings into a single package; a package that is unique within our region and which weaves together our sports community with our cultural history and beautiful natural scenery in a way that can only be experienced in Asheville. Residents will see the project as something to boast about and it demonstrates what our community can achieve. We aspire to see it featured in marketing materials that showcase our home.

Through integration with the TDA efforts we see this project as one of the jewels of our tourism offerings. It is a collective labor of love that represents the Asheville brand, and we intend to present it as such.

3. Discuss the environmentally sustainable aspects of your project and how they will help minimize environmental impacts on Western North Carolina.

The project is built around the idea of respect for the natural environment. A major element of the project's success revolves around our efforts to preserve the natural environment and restore it to its natural state. The project represents sustainability through an entirely different lens in that by focusing on enhancement of existing facilities we can deter the negative impacts associated with creating new facilities to meet the demand for increased capacity.

The EHT creates a unique opportunity to convert land from its history as an industrial facility and restore the natural beauty of Hominy Creek. We are also preserving a native patch of river cane with the intent of reconnecting long-since marginalized residents of our region with elements of the natural environment that maintain cultural significance to their community.

The EHT also creates opportunities for environmental sustainability that extend far beyond the geographic context of the project. Greenway users will experience a new connectedness with nature, and that sense of connectedness will inspire new conversations about recreation as a tool for environmental sustainability and the preservation of the natural environment. Beyond that, the project offers the surrounding neighborhood a means to experience recreation that no longer depends on a car for access. We are restoring opportunities for a walk to the park and forming new transportation habits by allowing children to access school without a car or a bus. The project offers a vision for coming generations that reverses a number of undesirable trends.

Ultimately the project sets an example for uniting recreation, tourism, and the environment in a way where each builds and feeds the other to create a uniquely connected experience through a truly unique destination.

VIII. CURRENT TOURISM IMPACT - Page 21

If your organization currently contributes to regional tourism, please answer the following questions. If you are a new organization, please enter "N/A" in the fields below and proceed to the next section.

1. What is the current annual visitation at your organization?

The Buncombe County Sports Park is approaching nearly 750,000 visitors annually (as determined by the TRAFX system). 2018 will mark the first full year of user data for the TRAFX system and will allow better comparison between the car counter system and specific events as all traffic counts are time-stamped. BLB does not yet have visitation numbers given the novelty of the facility.

2. How many out-of-market visitors do you receive annually? Please describe how you define out-of-market.

It is currently difficult to estimate the number of out-of-market visitors received. However, as documented, the out-of-market attraction for tournament events is substantial. Additionally, BCSP is not currently marketed to out-of-market visitors outside of events. Out-of-market visitation can be substantially increased by elevating the profile of the resulting facility as a singular destination with a variety of attractions.

3. Describe your methodologies for capturing annual and out-of-market visitation.

The TRAFX system has proven highly functional at all Buncombe County Parks, the system was field tested throughout 2018 and found to be extremely resilient. We will further implement ABYSA's already proven system of event registrant tracking with the facility upgrades. In addition, techniques like field intercept surveys will be employed to better understand greenway and general park visitation.

4. What percentage of your guests spends the night in paid accommodations in the Asheville area?

The current attributable percentage of guests staying in overnight accommodations is 1%, this is expected to increase to 2% following the improvements. It is important to note that this number likely drastically underestimates the project's relationship to tourism, as there is no system in place to determine whether a non-event park visitor is local or from out-of-market. Future surveys and modeling will improve visitor tracking.

5. Please describe the demographics of your current visitors.

Individual and group users of the current facilities likely reflect the demographics of the County where the majority of residents fall in the 19-64 age range (approaching 50%), skewing more female (52%), predominantly white (89.5%) [Hispanic 6.8%, African American 6.4% -- 2018 figures], and with 90% having a high school degree.

The intent of the current and future facilities is to offer accessible recreation options that provide multiple opportunities regardless of an individual's socioeconomic position or identity group. These facilities are designed to welcome any resident of our community or any visitor to our community.

BCSP and BLB offer significant opportunities to recruit specific demographics in order to meet the needs of the tourism market through specifically marketed regional events. The capacity of BCSP to accommodate varied user groups is shown through events such as the Carpetbagger Lacrosse Tournament, which trends toward players from higher income brackets who have more expendable income for sports tourism.

The project is built around the understanding that Buncombe County residents provide the user foundation for the project, while tourism provides sustainable revenue streams that will allow the project to retain its luster.

IX. SUPPLEMENTAL MATERIAL - Page 22

1. Please submit with your application up to three, one-page letters of recommendation regarding your ability to lead this project to success. Please name the files “[PROJECT NAME]_Recommendation1”, “[PROJECT NAME]_Recommendation2” and “[PROJECT NAME]_Recommendation3”.

2. If you would like to submit additional supporting documentation with your application, please indicate the file name and a description of the document here:

Document 1 - file name: BLB - Project Status Letter.pdf

Description: Update on status of Bob Lewis Ballpark and indication to participate in project.

Document 2 - file name: Enka Recreation Destination - TPDF Clarification to Phase I Questions

Description: Clarification to questions from Phase I notification letter.

Document 3 - file name: Enka Recreation Destination Greenway Forecast Documentation

Description: Calculations for greenway portion of room night calculator.

Document 4 - file name: BCSP - Conceptual Layout-Grading Plan.pdf

Description: Site plan for turfing project.

Document 5 - file name: BCSP Concept Plan.pdf & BCSP Conceptual Layout.pdf

Description: Site plans for Enka Recreation Destination.

X. APPLICANT AGREEMENT - Page 23

Please enter your initials and date on each of the following statements, acknowledging that you understand and agree to them. Applications cannot be submitted unless these fields are completed.

DISCLOSURE FOR PUBLIC RECORD

As a quasi-governmental agency, the Buncombe County Tourism Development Authority is subject to Chapter 132 of the North Carolina General Assembly Statutes. Therefore, any and all aspects of this application must be made available by the BCTDA to any party, public or private, upon request without exception. If you are concerned that the distribution of any of your application materials may do irreparable damage to you, your organization, or associated parties, the BCTDA highly recommends that you seek alternative funding in lieu of TPDF funds.

Initials: JPO Date: 28-August-2018

PROJECT MONITORING

I hereby acknowledge that if I am awarded TPDF funding, I will be required to submit an annual report by January 15 of each year during the term of the agreement, with the term commencing on the effective date and continuing for four years after the completion date. Reports include marketing plans and methodologies for capturing annual and out-of-market visitation, up-to-date room night projections, and copies of survey instruments used for data among other requirements.

Initials: JPO Date: 28-August-2018

BCTDA MARKETING

I hereby acknowledge that certain information from my application, such as the project description, time line, and leadership, may be used by the BCTDA at its sole discretion for the promotion and marketing of the TPDF program and the region as a tourism destination.

Initials: JPO Date: 28-August-2018

TERMS OF AGREEMENT

I hereby acknowledge that I have reviewed and understand the terms of the agreement. *(A standard agreement has been posted for reference at www.AshevilleCVB.com/TPDF2015.)*

Initials: JPO Date: 28-August-2018

X. APPLICANT AGREEMENT, continued - Page 24

COMPLETED APPLICATION

I hereby acknowledge that I have completed this application in good faith, confidence, and counsel, and have done so in full compliance with the law. I have made no attempt to falsify or misconstrue facts or data anywhere in this application.

Initials: JPO

Date: 28-August-2018

Please note: By typing your name in the Signature field below, you are signing this Application electronically.

Name: Josh O'Conner

Signature (electronic): Josh O'Conner - Electronic Signature

Date: 28-August-2018