

FILED
UNION COUNTY, NC
CRYSTAL D. GILLIARD
REGISTER OF DEEDS

FILED Jul 11, 2018
AT 02:15 pm
BOOK 07193
START PAGE 0467
END PAGE 0491
INSTRUMENT # 19055
EXCISE TAX (None)
KSE

STATE OF NORTH CAROLINA

COUNTY OF UNION

THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
OLD HICKORY BUSINESS PARK

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR OLD HICKORY BUSINESS PARK (the "Amendment") is made this ____ day of _____, 2018, by NJV INVESTMENT, LLC, a North Carolina limited liability company, and Old Hickory, LLC, a North Carolina limited liability company, hereinafter collectively referred to as "Declarant";

WITNESSETH

WHEREAS, the Declaration of Protective Covenants for Old Hickory Business Park was recorded in the Union County Public Registry in Book 1773, at Page 308; and

WHEREAS, Declarant amended the Declaration in the Union County Public Registry as follows: (i) First Amendment to Declaration of Protective Covenants for Old Hickory Business Park recorded on August 22, 2002, in Book 1894, at Page 395 (ii) Supplementary Declaration of Protective Covenants for Old Hickory Business Park recorded on August 22, 2002 in Book 1895, at Page 19; (iii) Second Amendment to Declaration of Protective Covenants for Old Hickory Business Park recorded on May 19, 2005 in Book 3781, Page 722; (iv) Second Supplementary

Drawn by and Mail to:
Susan K. Irvin
P.O. Box 2376
Davidson, North Carolina 28036

Declaration of Protective Covenants for Old Hickory Business Park recorded on January 5, 2007 in Book 4423, at Page 404; (v) Third Supplementary Declaration of Protective Covenants for Old Hickory Business Park recorded on March 8, 2007 in Book 4481, at Page 476; (vi) Fourth Supplementary Declaration of Protective Covenants for Old Hickory Business Park recorded on March 8, 2007 in Book 4481, at Page 481; and (vii) Fifth Supplementary Declaration of Protective Covenants for Old Hickory Business Park (the "Fifth Supplement") recorded January 18, 2008 in Book 4788, at Page 895 (the Declaration, as amended and supplemented, is hereinafter referred to as the "Declaration"); and

WHEREAS, the Fifth Supplement did subject Lot 1, as shown on map or plat entitled, "Old Hickory Phase 6, Map 4," as recorded in Plat Cabinet K, File 384 and 385, to the Declaration; and

WHEREAS, Section 3 of Article IX of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of at least fifty-one percent (51%) of the Total Votes and by the Declarant, so long as the Declarant still owns any portion of the Properties (unless the context otherwise requires, all defined terms utilized herein shall have the same meaning ascribed to them in the Declaration); and

WHEREAS, Section 10 of Article V of the Declaration provides that all property dedicated to, and accepted by, a local public authority for operation and maintenance, shall be exempt from any provision of this Declaration; and

WHEREAS, the North Carolina Department of Transportation has purchased several Lots and portions of Lots to construct the Monroe Bypass; and

WHEREAS, after the North Carolina Department of Transportation purchased the Lots above, a portion of Lot 1 as shown on Plat filed at K-384, was separated from the remainder of the

Old Hickory Business Park by the Monroe Bypass and the Strikers Lot was subsequently sold to Strikers 2, Inc. by deed recorded in Book 7077, Page 1, Union County Registry, on December 22, 2017 (such portion sold to Strikers 2, Inc being referred to herein as the “Strikers Lot”); and

WHEREAS, that property described as Lot 1 on Plat recorded in Plat Cabinet H, File 199 (the “Couchell Lot”) was conveyed to Couchell Investment Company, LLC by deed recorded in Book 6230, Page 60, Union County Registry, on May 23, 2014.

NOW, THEREFORE, the undersigned Declarant does hereby amend the Declaration as follows:

1. Section 1 of Article VII of the Declaration is hereby replaced as follows:

“Section 1. Permitted Uses. Any Lot, except the Couchell Lot and the B-4 Lots referenced below, may be used for any use allowed by the Town of Indian Trail Zoning Ordinance for the zoning classification Light Industrial. The Couchell Lot is located in the General Business District zoning classification pursuant to the Town of Indian Trail Zoning Ordinance and may be used for any use allowed in the GBD Zoning District of Indian Trail, so long as such zoning is in effect on the Couchell Lot. The B-4 Lots consist of (i) Lot 48, Phase 5, Map 2, on Plat recorded in Plat Cabinet L, File 599; and (ii) Lots 19, 20 and 21, Phase 6, Map 4, on Plat recorded in Plat Cabinet K, File 384. B-4 Lots may be used for any use allowed pursuant to the Master Plan adopted in the Town of Indian Trail Ordinance #0061010-20 (“Ordinance”), which is attached hereto as Exhibit A. The Master Plan is attached as Exhibit B to the Ordinance and the permitted uses are listed in the use table shown on Exhibit 5 of the Master Plan. Any uses designated with a “Z” in the B-4 column of the use table are permitted on the B-4 Lots. Any Lot may also include within its boundaries Association Landscape and Easement Areas and Utility and Sidewalk Easements

and its use may be further restricted by the Declarant upon its sale to an Owner. The Declarant and the Association shall have the full right and authority to enforce restrictions applicable to the Lots.”

2. Pursuant to the provisions of Section 10 of Article V of the Declaration, the property conveyed to the North Carolina Department of Transportation and described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes, is hereby released from the Declaration and removed from the description of the Property.

3. Pursuant to Section 3 of Article IX of the Declaration, the Strikers Lot, conveyed to Strikers 2, Inc. and described in **Exhibit C**, which is attached hereto and incorporated herein for all purposes, is hereby released from the Declaration and removed from the description of the Property; however, no change in the approved zoning of the Strikers Lot, as described in the Ordinance, is caused by the release of the Strikers Lot from the Declaration as described herein.

4. The amendments set forth herein are effective on the date hereof. In all other respects, the Declaration shall remain unchanged and the Declaration, as amended, shall remain in full force and effect.

5. Couchell Investment Company, LLC, owner of the Couchell Lot, joins in and consents to the provisions of this Amendment.

6. Strikers 2, Inc., owner of the Strikers Lot, joins in and consents to the provisions of this Amendment.

7. At least 51% of the Owners join in and consent to the provisions of this Amendment.

8. This Amendment may be executed in multiple counterparts, or in counterpart signature pages, all of which when taken together shall constitute one and the same agreement.

[signatures follow]

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be duly executed by authority duly given as of the day and year first above written.

DECLARANT:

NJV INVESTMENT, LLC, a North Carolina limited liability company

By: ITF Commercial, Inc., a North Carolina corporation, its Manager

By: *James E. Merrifield*
James E. Merrifield, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, *Kimberly B Young*, a Notary Public of the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is President of ITF Commercial, Inc., a North Carolina corporation, Manager of NJV Investment, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, as manager of NJV Investment, LLC, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this *26* day of *February*, 2018.

Kimberly B Young
NOTARY PUBLIC

My Commission Expires:

12/01/18
[NOTARIAL SEAL]

Kimberly B Young
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires *12/01/18*

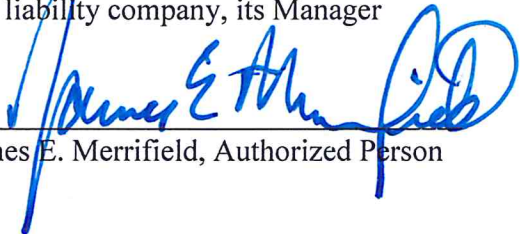
[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

DECLARANT:

OLD HICKORY, LLC, a North Carolina limited liability company

By: Crosland Old Hickory, LLC,
a North Carolina limited liability company,
its Manager

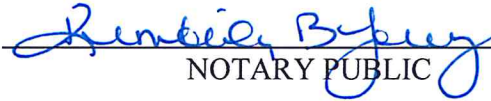
By: Crosland Manager, LLC, a North Carolina limited liability company, its Manager

By: 
James E. Merrifield, Authorized Person

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kimberly Byung, a Notary Public of the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is the Authorized Person for Crosland Manager, LLC, Manager of Crosland Old Hickory, LLC, Manager of Old Hickory, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, as manager of Crosland Manager, LLC, Manager of Crosland Old Hickory, LLC, the foregoing instrument was signed in its name by its Authorized Person.

Witness my hand and official stamp or seal, this 26 day of February 2018.


NOTARY PUBLIC

My Commission Expires:

12/01/18
[NOTARIAL SEAL]

Kimberly B Young
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires 12/01/18

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CONSENT:

Couchell Investment Company, LLC, a North Carolina limited liability company

By: *Peter J. Couchell*
Peter J. Couchell, Manager

STATE OF NORTH CAROLINA
COUNTY OF Union

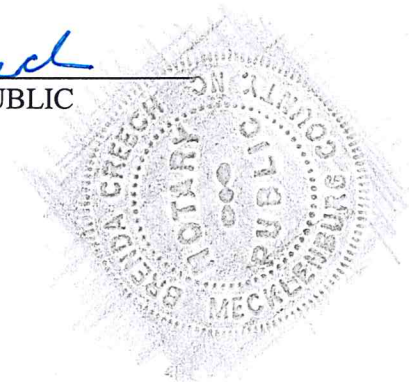
I, *Brenda Creech*, a Notary Public of the County and State aforesaid, certify that Peter J. Couchell personally came before me this day and acknowledged that he is the Manager of Couchell Investment Company, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 18 day of April, 2018.

Brenda Creech
NOTARY PUBLIC

My Commission Expires:

Nov. 7, 2021
[NOTARIAL SEAL]



[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]



CONSENT:

Couchell Investment Company, LLC, a North Carolina limited liability company

By: *Peter J. Couchell*
Peter J. Couchell, Manager

STATE OF NORTH CAROLINA
COUNTY OF Union

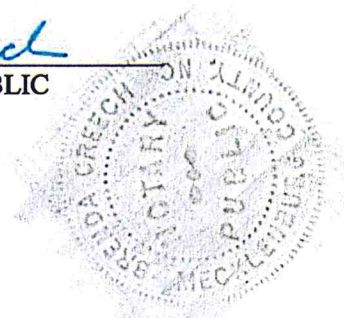
I, *Brenda Creech*, a Notary Public of the County and State aforesaid, certify that Peter J. Couchell personally came before me this day and acknowledged that he is the Manager of Couchell Investment Company, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 18 day of April, 2018.

Brenda Creech
NOTARY PUBLIC

My Commission Expires:

Nov. 7, 2021
[NOTARIAL SEAL]



[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CONSENT:

Strikers 2, Inc., a North Carolina corporation

By: [Signature]
Ian Steedman, CEO

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Brooklin Hann, a Notary Public of the County and State aforesaid, certify that Ian Steedman personally came before me this day and acknowledged that he is the CEO of Strikers 2, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 14 day of June, 2018.

[Signature]

NOTARY PUBLIC
Brooklin Hann

My Commission Expires:

10-11-20

[NOTARIAL SEAL]

BROOKLIN HANN
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Oct. 21, 2020

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CONSENT:

[Ishika], a LLC [corporation, LLC, Partnership, as applicable]

By: Mitesh Dholak
Name: Mitesh Dholak
Title: OWNER

STATE OF North Carolina
COUNTY OF Union

I, Paulette Daniel, a Notary Public of the County and State aforesaid, certify that Mitesh Dholak personally came before me this day and acknowledged that (s)he is the OWNER of Ishika, a LLC, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 23RD day of March, 2018.

Paulette Daniel
NOTARY PUBLIC

My Commission Expires:

10-24-22
[NOTARIAL SEAL]

Paulette Daniel
Notary Public
Union County, NC

CONSENT:

[ABS Insulating, Inc.], a North Carolina corporation,
LLC, Partnership, as applicable]

By: H. A. Hoppe, Jr.
Name: H. Allan Hoppe, Jr.
Title: President

STATE OF North Carolina
COUNTY OF Union

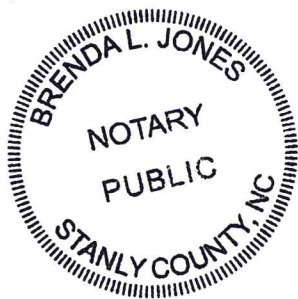
I, Brenda L. Jones, a Notary Public of the County and State aforesaid, certify that H. Allan Hoppe, Jr. personally came before me this day and acknowledged that (s)he is the President of ABS Insulating Inc., a Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 20 day of March, 2018.

Brenda L. Jones
NOTARY PUBLIC

My Commission Expires:

July 02, 2022
[NOTARIAL SEAL]



CONSENT:
Larry Helms Floor Sanding
[& Refinishing Inc.], a S [corporation,
LLC, Partnership, as applicable]

By: Patricia A Helms
Name: Patricia A Helms
Title: VICE President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Kyle Clevenger, a Notary Public of the County and State aforesaid, certify that Patricia A Helms personally came before me this day and acknowledged that (s)he is the VICE President of Larry Helms Floor Sanding & Refinishing Inc., a S Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 22 day of March, 2018.

[Signature]
NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]

KYLE CLEVENGER
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Aug. 29, 2022

CONSENT:

SENTEK PROPERTIES
[2019 VAN BUREN AVE.], a NC LLC [corporation,
LLC, Partnership, as applicable]

By: [Signature]
Name: GREG WATSON
Title: MANAGING MEMBER

STATE OF NC
COUNTY OF Union

I, Amy L Lindler, a Notary Public of the County and State aforesaid, certify that Greg Watson personally came before me this day and acknowledged that (s)he is the Managing Member of Sentek Properties, a NC LLC, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 20 day of March, 2018.

[Signature]
NOTARY PUBLIC

My Commission Expires:

May 10 2020
[NOTARIAL SEAL]

AMY L LINDLER
Notary Public
Cabarrus Co., North Carolina
My Commission Expires May 10, 2020

CONSENT:

[Extreme Ice Properties, an LLC [corporation,
LLC, Partnership, as applicable]

By: [Signature]
Name: Thomas Logan
Title: owner

STATE OF North Carolina
COUNTY OF Union

I, Francine Gaetani, a Notary Public of the County and State aforesaid, certify that Thomas Logan personally came before me this day and acknowledged that (s)he is the owner of Extreme Ice Properties LLC Partnership and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 28 day of February, 2018.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/21/18
[NOTARIAL SEAL]



CONSENT:

[Hattaway Baxter], a _____ [corporation,
LLC, Partnership, as applicable]

By: [Signature]
Name: Trent Hattaway
Title: Managing member

STATE OF NC
COUNTY OF Union

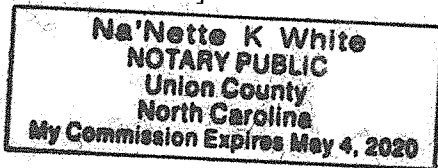
I, Na'Nette K. White
Trent Hattaway, a Notary Public of the County and State aforesaid, certify
that Trent Hattaway personally came before me this day and acknowledged that (s)he is
the Managing Member of Hattaway Baxter, a LLC, and
that by authority duly given and as the act of such entity, he signed the foregoing instrument in
its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 28 day of February, 2018.

Na'Nette K. White
NOTARY PUBLIC

My Commission Expires: 5-4-2020

[NOTARIAL SEAL]



CONSENT:

[3037 Eaton Avenue, LLC], a LLC [corporation, LLC, Partnership, as applicable]

By: Stephen Gaffney
Name: Stephen Gaffney
Title: Managing Member

STATE OF Louisiana
COUNTY OF East Baton Rouge

I, Lydia Durand McMorris, a Notary Public of the County and State aforesaid, certify that Stephen Gaffney personally came before me this day and acknowledged that (s)he is the Managing Member of 3037 Eaton Avenue, LLC, a LLC, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.


Witness my hand and official stamp or seal, this 28th day of February, 2018.

My Commission Expires:

At death

[NOTARIAL SEAL]

Lydia Durand McMorris
NOTARY PUBLIC
Lydia Durand-McMorris
Notary ID No. 87246



CONSENT:

[_____], a _____ [corporation, LLC, Partnership, as applicable]

By: Berkshire Partners #10, LLC
Name: David H. Nance
Title: Managing Member

STATE OF North Carolina
COUNTY OF Mecklenburg

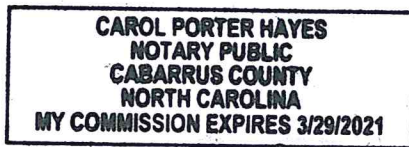
I, Carol Porter Hayes, a Notary Public of the County and State aforesaid, certify that DAVID H. NANCE personally came before me this day and acknowledged that (s)he is the Managing member of Berkshire Partners #10, LLC a Limited Liability Company and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 26th day of February, 2018.

Carol Porter Hayes
NOTARY PUBLIC
Carol Porter Hayes

My Commission Expires:

March 29, 2021
[NOTARIAL SEAL]



CONSENT:

[2021 VAN DYKEN AVENUE LLC], a North Carolina LLC [corporation, LLC, Partnership, as applicable]

By: J. P. Kelly
Name: JOHN KELLY
Title: MANAGING MEMBER

STATE OF North Carolina
COUNTY OF UNION

I, Addie J. Wynn, a Notary Public of the County and State aforesaid, certify that John Peter Kelly personally came before me this day and acknowledged that (s)he is the MANAGING MEMBER of 2021 VAN DYKEN AVENUE LLC, a North Carolina LLC, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 28th day of February, 2018.

Addie J. Wynn
NOTARY PUBLIC

My Commission Expires:
November 08, 2020
[NOTARIAL SEAL]

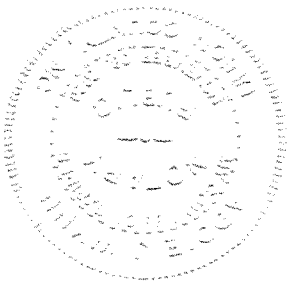


Exhibit A

See attached Ordinance 0061010-20, Amending the Official Zoning Map Establishing Planned Industrial Zoning District Overlay and Adopting the Associated Old Hickory Master Plan, in the Town of Indian Trail, Union County, North Carolina, made a part hereof.

Exhibit B

Property conveyed to the North Carolina Department of Transportation is described in 1 through 6 below:

1. Property sold to Department of Transportation by Deed recorded in Book 6792, Page 192 on October 12, 2016, in the Union County Registry (this was made up of a portion of Lot 1 and a portion of Lot 9, both on K-384):

Area One:

Commencing at NCGS monument "Apple", having NAD 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 50° 45' 14.31" West a distance of 42,007.51 feet to a point in the new northern right of way of US 74 Bypass, the POINT OF BEGINNING; said point of beginning also being located 185.00 feet left of and normal to -L- Station 244+00.00; Thence, from the point of beginning so located, with the new northern right of way of US 74 Bypass, North 74° 41' 05" East a distance of 397.99 feet to a point in the northeastern property line of NJV Investment, LLC; Thence, with the northeastern property line of NJV Investment, LLC, South 52° 1 B' 38" East a distance of 156.01 feet to the northeastern corner of NJV Investment, LLC; Thence, with the eastern property line of NJV Investment, LLC, South 45° 20' 42" West a distance of 410.68 feet to a point in the new southern right of way of US 7 4 Bypass; Thence, with the new southern right of way of US 74 Bypass the following two courses, along the arc of a curve to the left, having a Radius of 4,645.00 feet, an Arc Length of 185.69 feet, a Chord Bearing of South 66° 55' 10" West and a Chord Distance of 185.67 feet to a point; Thence, South 61° 01' 20" West a distance of 25.32 feet to a point in the southern property line of NJV Investment, LLC; Thence, with the southern property line of NJV Investment, LLC, North 78° 20' 17" West a distance of 506.26 feet to a point in the new northern right of way of US 74 Bypass; Thence, with the new northern right of way of US 7 4 Bypass, North 61° 04' 59" East a distance of 541.04 feet to the Point of Beginning.

Area Two:

Beginning at a point lying 155 feet southeasterly from and normal to Survey Station 243+00, survey Line -L-; thence easterly, along and with a line running at all points 155 feet southeasterly from and normal to Survey Line -L-, to the point of intersection with a southeastern property line of the Grantors, said point lying 155 feet southeasterly from and normal to Survey Line -L-; thence southwesterly along and with a southeastern property line of the Grantors to a southeastern property corner of the Grantors, same being an eastern property corner with Partners in Hoops, LLC, now or formerly; thence westerly along and with a southern property line of the Grantors to the point of intersection with the proposed southeastern control of access right of way boundary of the project, said point located on a straight line between a point located 170 feet southeasterly from and normal to Survey Station 240+00, Survey Line -L- and a point located 155 feet southeasterly from and normal to Survey Station 243+00, Survey Line -L-; thence northeasterly in a straight line to the point of beginning.

2. Property sold to Department of Transportation by Deed from NJV Investment, LLC, (prior deed reference Book 4642, Page 585), recorded in Book 6792, Page 179 on October 12, 2016, in the Union County Registry:

Commencing at NCGS monument "Apple", having NAO 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 50° 17' 29.10" West a distance of 41,408.73 feet to a point in the northeastern property line of NJV Investment, LLC and the new southern right of way of US 74 Bypass, the POINT OF BEGINNING; said point of beginning also being located 155.00 feet right of and normal to -L- Station 249+95.81; Thence, from the point of beginning so located, with the new southern right of way of US 74 Bypass, along the arc of a curve to the left, having a Radius of 4,645.00 feet, an Arc Length of 487.66 feet, a Chord Bearing of South 71° 04' 21" West and a Chord Distance of 487.44 feet to a point in the northwestern property line of NJV Investment, LLC; Thence, with the northwestern property line of NJV Investment, LLC, North 45° 20' 42" East a distance of 410.68 feet to a corner; Thence, with the northeastern property line of NJV Investment, LLC, South 52° 18' 38" East a distance of 213.49 feet to the Point of Beginning.

3. Property sold to Department of Transportation by Deed from Howard S. Monteith and wife, Violet M. Monteith, recorded in Book 6490, Page 167 on July 17, 2015, (prior deed was from Old Hickory, LLC to Howard S. Monteith and Violet M. Monteith recorded in Book 4286, Page 449, and covered all of Lot 32 as shown in Plat Cabinet J, File 431) in the Union County Registry:

Right of Way #1

Commencing at NCGS monument "Apple", having NAD 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 52° 36' 25.02" West a distance of 42,204.03 feet to a point in the new southern right of way of US 74 Bypass, the POINT OF BEGINNING; said point of beginning also being located 160.00 feet right of and normal to -L- Station 230+80.00; Thence, from the point of beginning so located, with the new southern right of way of US 74 Bypass, South 63° 16' 08" West a distance of 43.85 feet to a point in the southern property line of Howard S. Monteith and Violet M. Monteith; Thence, with the southern property line of Howard S. Monteith and Violet M. Monteith, North 75° 21' 57" West a distance of 181.69 feet to the southwest corner of Howard S. Monteith and Violet M. Monteith; Thence, with the western property line of Howard S. Monteith and Violet M. Monteith, North 28° 28' 58" East a distance of 492.08 feet to a point in the existing southwestern right of way of Oak Springs Road; Thence, with the existing southwestern right of way of Oak Springs Road, South 34° 07' 53" East a distance of 373.28 feet to a point in the new southern right of way of US 74 Bypass; Thence, with the new southern right of way of US 74 Bypass, South 56° 50' 34" West a distance of 273.72 feet to the Point of Beginning.

Right of Way #2

Commencing at NCGS monument "Apple", having NAD 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 52° 17' 04.60" West a distance of 42,049.07 feet to the point of intersection of the new western right of way of SR 1522 – Stinson Hartis Road and the existing southwestern right of way of Oak Spring Road, the POINT OF BEGINNING; said point of beginning also being located 40.00 feet left of and normal to -Y116- Station 14+61.72; Thence, from the point of beginning so located, with the existing southwestern right of way of Oak Spring Road, South 34° 07' 53" East a distance of 7.35 feet to a point in the existing western right of way of SR 1522 – Stinson Hartis Road; Thence, with the existing western right of way of SR 1522 – Stinson Hartis Road the following two courses, along the arc of a curve to the left, having a

Radius of 36,483.26 feet, an Arc length of 162.14 feet, a Chord Bearing of South 10° 33' 23" West and a Chord Distance of 162.14 feet to a point; Thence, South 10° 25' 45" West a distance of 20.40 feet to a point in the southern property line of Howard S. Monteith and Violet M. Monteith; Thence, with the southern property line of Howard S. Monteith and Violet M. Monteith, North 75° 21' 57" West a distance of 5.14 feet to a point in the new western right of way of SR 1522 – Stinson Hartis Road; Thence, with the new western right of way of SR 1522 – Stinson Hartis Road, along the arc of a curve to the right, having a Radius of 36,040.00 feet, an Arc length of 187.40 feet, a Chord Bearing of North 10° 31' 50" East and a Chord Distance of 187.40 feet to the Point of Beginning.

4. Property sold to North Carolina Department of Transportation Turnpike Authority by Deed from Partners in Hoops, LLC, (prior deed reference Book 4836, Page 263), recorded in Book 5756, Page 648 on June 15, 2012, in the Union County Registry:

Being all of Lot 2, containing 5.00 acres, of OLD HICKORY, PHASE 6, MAP 4, as shown on map of survey prepared by Russell L. Whitehurst, NCPLS, of Eagle Engineering, recorded in Plat Cabinet K, File 384, Union County Registry, to which plat reference is hereby made for a more particular description.

5. Property sold to Department of Transportation by Deed from Old Hickory, LLC, prior deed reference Book 1307, Page 814, recorded in Book 6772, Page 356 on September 19, 2016, in the Union County Registry:

REMAINING AREA #1:

Point of beginning being S 61°50'34.4" E, 76.771 feet from -YI 15- sta 15+00; thence to a point on a bearing of S 30°18'35.0" W, 93.113 feet; thence to a point on a bearing of S 30°18'35.0" W, 125.594 feet; thence to a point on a bearing of S 34°07'52.9" E, 115.287 feet; thence to a point on a bearing of N 57°59'15.8" E, 295.586 feet; thence along a curve I 04.146 feet and having a radius of 36483.260 feet. The chord of said curve being on a bearing of N 11°31'33.2" E, a distance of 104.146 feet; thence to a point on a bearing of N 45°17'5.0" W, 51.489 feet; thence to a point on a bearing of S 86°45'20.7" W, 189.473 feet; returning to the point and place of beginning.

REMAINING AREA #2:

Point of beginning being N 71°45'17.1" E, 115.904 feet from -YI 15- sta 15+00; thence to a point on a bearing of N 86°45'20.7" E, 143.046 feet; thence to a point on a bearing of N 53°04'2.1" E, 92.449 feet; thence to a point on a bearing of N II 039'39.0" E, 333.141 feet; thence along a curve 195.455 feet and having a radius of 1306,790 feet. The chord of said curve being on a bearing of N 15°56'44.7" E, a distance of 195.273 feet; thence to a point on a bearing of S 30°18'35.0" W, 669,137 feet; returning to the point and place of beginning.

6. Property sold to Department of Transportation, a portion of Lot 31, by Deed from Camps, LLC, (prior deed reference Book 5410, Page 503 was for Lot 31), recorded in Book 6585, Page 839 on December 17, 2015, in the Union County Registry:

Right of Way #1

Commencing at NCGS monument "Apple", having NAD 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 53° 00' 35.32" West a distance of 42,349.51 feet to a point in the new southern right of way of US 74 Bypass, the POINT OF BEGINNING; said point of beginning also being located 135.00 feet right of and normal to -L- Station 227+50.00; Thence, from the point of beginning so located, with the new southern right of way of US 74 Bypass, South 56° 12' 33" West a distance of 27.12 feet to a point in the western property line of Camps, LLC; Thence, with the western property line of Camps, LLC, North 28° 28' 58" East a distance of 216.31 feet to the northwest corner of Camps, LLC; Thence, with the northern property line of Camps, LLC, South 75° 21' 57" East a distance of 181.69 feet to a point in the new southern right of way of US 74 Bypass; Thence, with the new southern right of way of US 74 Bypass, South 63° 16' 08" West a distance of 287.10 feet to the Point of Beginning.

Right of way #2

Commencing at NCGS monument "Apple", having NAD 83 State Plane Coordinates of Northing: 468,103.109, Easting: 1,538,800.873; Thence, North 52° 38' 43.83" West a distance of 41,913.82 feet to a point in the new western right of way of SR 1522 – Stinson Hartis Road, the POINT OF BEGINNING; said point of beginning also being located 40.00 feet left of and normal to -Y116- Station 11+65.00; Thence, from the point of beginning so located, with the new western right of way of SR 1522 – Stinson Hartis Road the following two courses, North 10° 15' 09" East a distance of 28.43 feet to a point; Thence, along the arc of a curve to the right, having a Radius of 36,040.00 feet, an Arc Length of 81.19 feet, a Chord Bearing of North 10° 19' 02" East and a Chord Distance of 81.19 feet to a point in the northern property line of Camps, LLC; Thence, with the northern property line of Camps, LLC, South 75° 21' 57" East a distance of 5.14 feet to a point in the existing western right of way of SR 1522 – Stinson Hartis Road; Thence, with the existing western right of way of SR 1522 – Stinson Hartis Road, South 10° 26' 00" West a distance of 184.39 feet to a point in the southern property line of Camps, LLC; Thence, with the southern property line of Camps, LLC, North 79° 33' 45" West a distance of 4.63 feet to a point in the new western right of way of SR 1522 – Stinson Hartis Road; Thence, with the new western right of way of SR 1522 – Stinson Hartis Road, North 10° 15' 09" East a distance of 75.15 feet to the Point of Beginning.

Exhibit C

The Strikers Lot is described in 1 below:

1. Property sold to Strikers 2, Inc. by deed recorded in Book 7077, Page 1, on December 22, 2017, Union County Registry (includes a portion of Lot 1, on Plat Slide K, Page 0384):

Lying and being in the Town of Indian Trail, Union County, North Carolina and being more particularly described as follows:

BEING a portion of Lot 1 as shown on final recorded map of Old Hickory, Phase 6, Map 4, recorded in Plat Slide K, Page 0384, in the office of the Register of Deeds of Union County, North Carolina, less and except the property sold to the Department of Transportation in deed recorded in Book 6792, Page 192, Union County Public Registry.

Also being more particularly described as:

Being a parcel of land located in the Town of Indian Trail, Union County, North Carolina and designated as a portion of Lot 1, Old Hickory, Phase 6, Map 4 as recorded in Plat Cabinet K, File 384 and being more particularly described as follows.

BEGINNING at a 1/2" new iron rebar located on the easterly right of way of Stinson Hartis Road with its intersection with the northerly right of way of U.S. 74 Bypass (a.k.a. Monroe Bypass). Said point having North Carolina State Plane Coordinates of N: 494430.363; E: 1505740.393.

Thence from said beginning point and with the easterly right of way of Stinson Hartis Road the following two (2) calls: (1) N 11-42-03 E a distance of 460.38 feet to a point; (2) with the arc of a curve to the right, having a radius of 1236.79, an arc length of 216.43 feet and whose long chord bears N 16-42-50 E a distance of 216.15 feet to a 1/2" new iron rebar located on the southerly line of the LR & FR, LLC property as recorded in Book 3409 at Page 898. Said 1/2" new iron rebar being located S 70°49'56" E 64.74 feet from a 1/2" existing iron rebar located on the westerly right of way of Stinson Hartis Road.

Thence with the southerly line of the LR & FR, LLC property bearing S 70-49-56 E a distance of 696.67 feet to 1/2" existing iron rebar, a corner of the aforesaid LR & FR, LLC property.

Thence bearing S 52-16-14 E a distance of 123.25 feet to a 1/2" new iron rebar on the northerly right of way of U.S. 74 Bypass (a.k.a. Monroe Bypass).

Thence with the northerly right of way of U.S. 74 Bypass the following three (3) calls: (1) S 74-41-21 W a distance of 396.82 feet to a 1/2" new iron rebar; (2) S 61-05-16 W a distance of 538.99 feet to a 1/2" new iron rebar; (3) N 78-17-57 W a distance of 57.70 feet to the point place of BEGINNING.

The property as described contains 6.451 acres more or less as shown on a Boundary and Topographic survey of a portion of Lot 1, Old Hickory, Phase 6, prepared by Eagle Engineering, Inc. (Russell L. Whitehurst, PLS) and dated November 30, 2017.