

For Registration Fredrick Smith
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Fredrick Smith

**FIRST AMENDMENT TO DECLARATION
 OF EASEMENTS, COVENANTS AND RESTRICTIONS
 FOR WILKINSON COMMERCE PARK**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR WILKINSON COMMERCE PARK ("First Amendment") is made and entered into as of the 29th day of June, 2017, by and among 9040 WILKINSON, LLC, an Indiana limited liability company ("Developer"), SP WILKINSON CHARLOTTE I, LLC, an Indiana limited liability company ("Wilkinson I"), and SP WILKINSON CHARLOTTE II, LLC, an Indiana limited liability company ("Wilkinson II").

RECITALS:

WHEREAS, Developer executed Declaration of Easements, Covenants and Restrictions for Wilkinson Commerce Park dated November 14, 2016, and recorded November 21, 2016, in Deed Book 31357, Page 454 in the records of Mecklenburg County, North Carolina ("Original Declaration"), concerning the real property located in City of Charlotte, Mecklenburg County, North Carolina and commonly known as Wilkinson Commerce Park ("Park"), as more particularly described on Exhibit A attached hereto. As used herein, "Declaration" means the Original Declaration as amended by this First Amendment.

WHEREAS, Section 9.9(E) of the Original Declaration provides that the Original Declaration may be amended by the approval of the Approving Parties (as defined in the Original Declaration) and shall be effective only when recorded in the official records of the Mecklenburg County, North Carolina Register of Deed's Office.

WHEREAS, Developer, Wilkinson I and Wilkinson II, as the Approving Parties, desire to amend the Original Declaration in its entirety upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above Recitals and the covenants contained in this First Amendment, Developer, Wilkinson I and Wilkinson II hereby declare that the Original Declaration is hereby amended by this First Amendment and that the Park shall be

submitted electronically by "First American Title Insurance Company - NCS"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

owned, held, used, transferred, sold, conveyed, demised and occupied subject to the terms and conditions set forth in the Declaration, which shall run with the Park for the term hereof and shall be binding upon the Park and all successors, assigns, tenants, occupants, subtenants, licensees, concessionaires, invitees, or other parties permitted within the Park:

1. **Defined Terms; Recitals.**

(a) Except as otherwise specifically defined herein, all capitalized terms shall have the meanings assigned to such terms in the Original Declaration.

(b) The Recitals are hereby incorporated herein by this reference.

2. **Development Guidelines.** The Development Guidelines attached to the Original Declaration as Exhibit C are hereby amended as follows:

(a) the reference to "Highway 169" in the first sentence of Section 2 of the Development Guidelines is hereby replaced and superseded with "US-29";

(b) Section 12 of the Development Guidelines is hereby deleted in its entirety.

3. **General Provisions.**

(a) **Successors and Assigns.** This First Amendment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the Subdivided Premises, Landlord and Amazon and Landlord's and Amazon's respective successors, assigns and transferees.

(b) **Binding Effect.** The obligations, burdens and benefits created by this First Amendment shall bind and inure to the benefit of all parties having any right, title or interest in the Park, or any portion thereof, and their respective successors, assigns and transferees. This First Amendment and its terms and conditions shall become a part of the chain of title and shall run with the land until terminated, as more particularly set forth in the Original Declaration and this First Amendment.

(c) **Headings and Captions.** The headings and captions of the paragraphs of this First Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this First Amendment or any provision thereof

(d) **Gender and Number.** As used in this First Amendment, the neuter shall include the feminine and masculine, the singular shall include the plural, and the plural shall include the singular, except where expressly provided to the contrary.

(e) **Severability.** In the event that paragraph, section, sentence, clause or phrase contained in this First Amendment becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this First Amendment shall not be affected thereby.

(f) **Full Force and Effect.** Except as expressly amended hereby, the Original Declaration remains unaltered and in full force and effect.

(g) **Governing Law.** This First Amendment and all questions concerning the performance of this First Amendment will be interpreted, construed and enforced in all respects in accordance with applicable laws of the State of Ohio, without reference to rules relating to choice of law.

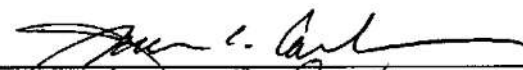
(h) **Counterparts.** This First Amendment and any amendment to this First Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Developer, Wilkinson I, and Wilkinson II have caused this First Amendment to be executed effective as of the day and year first above written.

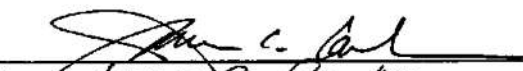
“Developer”

9040 WILKINSON, LLC,
an Indiana limited liability company

By: 
Printed: James C. Carlino
Title: Manager

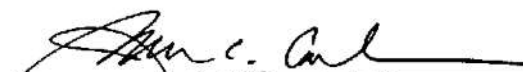
“Wilkinson I”

SP WILKINSON CHARLOTTE I, LLC,
an Indiana limited liability company

By: 
Printed: James C. Carlino
Title: Manager

“Wilkinson II”

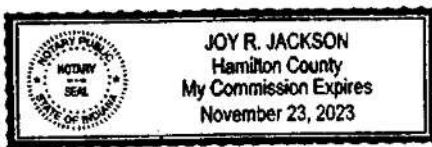
SP WILKINSON CHARLOTTE II, LLC,
an Indiana limited liability company

By: 
Printed: James C. Carlino
Title: Manager

STATE OF INDIANA)
 MARION) SS:
 COUNTY OF ~~HAMILTON~~)

BEFORE ME, a Notary Public in and for said County and State personally appeared James C. Carlin, in his/her capacity as the Manager of the above named 9040 WILKINSON, LLC, an Indiana limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his/her free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this 29th day of June, 2017.

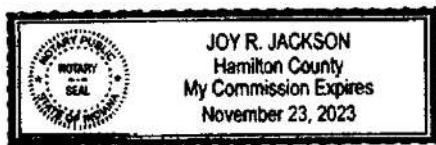


Joy R. Jackson
 NOTARY PUBLIC
 My Commission Expires: 11/23/23

STATE OF INDIANA)
 MARION) SS:
 COUNTY OF ~~HAMILTON~~)

BEFORE ME, a Notary Public in and for said County and State personally appeared James C. Carlin, in his/her capacity as the Manager of the above named SP WILKINSON CHARLOTTE I, LLC, an Indiana limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his/her free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this 29th day of June, 2017.

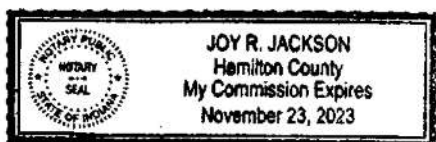


Joy R. Jackson
 NOTARY PUBLIC
 My Commission Expires: 11/23/23

STATE OF INDIANA)
)
) *MARION*) SS:
COUNTY OF ~~HAMILTON~~)

BEFORE ME, a Notary Public in and for said County and State personally appeared James C. Carpio, in his/her capacity as the Manager of the above named SP WILKINSON CHARLOTTE II, LLC, an Indiana limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his/her free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this 29th day of June, 2017.





NOTARY PUBLIC
My Commission Expires: 11/23/23

EXHIBIT A
Legal Description of Developer Property

That certain tract or parcel of land situated, lying and being in the City of Charlotte, Mecklenburg County, North Carolina and being described as follows:

Commencing at NGS Monument "ME 27" having North Carolina Grid Coordinates of North: 547,943.42' and East: 1,407,876.26' North 64°01'37" West a ground distance of 2,396.83' to an existing iron rod; thence South 81°15'05" West a distance of 410.88' to a new iron rod being on the northern right of way of Wilkinson Boulevard, said point being the point of **BEGINNING**, thence with the northern right of way of Wilkinson Boulevard the following two (2) courses and distances: 1) South 85°29'10" West a distance of 242.15' to a new iron rod; 2) South 87°58'17" West a distance of 462.09' to an existing iron rod being the southeastern corner of the property now or formerly of AREC 19, LLC as recorded in Deed Book 28773, Page 235 in the Mecklenburg County Registry; thence along the boundary of the property now or formerly of AREC 19, LLC the following four (4) courses and distances: 1) North 02°03'26" West a distance of 280.28' to an existing iron rod; 2) North 87°56'44" East a distance of 241.05' to an existing iron rod; 3) North 02°03'16" West a distance of 649.83' to a new iron rod; 4) South 87°48'47" West a distance of 538.78' to an existing iron pipe being an eastern corner of the property now or formerly of CK Cato Industrial #1, LLC as described in Deed Book 21974, Page 222; thence with the eastern line of the property now or formerly of CK Cato Industrial #1, LLC North 27°56'01" East a distance of 1340.87' to a point in the centerline of a creek being on the southern line of the property now or formerly of 1327 Mint Street Holding Company, LLC as described in Deed Book 28153, Page 552; thence with the centerline of the creek the following twenty five (25) courses and distances: 1) South 77°07'20" East a distance of 1.17' to a computed point; 2) North 60°50'21" East a distance of 34.95' to a computed point; 3) South 81°35'40" East a distance of 11.65' to a computed point; 4) North 57°24'50" East a distance of 29.58' to a computed point; 5) North 85°38'15" East a distance of 17.95' to a computed point; 6) North 29°55'41" East a distance of 26.66' to a computed point; 7) South 81°14'58" East a distance of 13.91' to a computed point; 8) South 07°47'31" East a distance of 40.63' to a computed point; 9) North 85°55'15" East a distance of 60.47' to a computed point; 10) South 89°03'41" East a distance of 38.65' to a computed point; 11) North 82°39'49" East a distance of 40.75' to a computed point; 12) South 59°28'45" East a distance of 28.99' to a computed point; 13) North 59°32'53" East a distance of 48.82' to a computed point; 14) South 47°25'30" East a distance of 30.57' to a computed point; 15) South 83°45'18" East a distance of 23.31' to a computed point; 16) South 62°14'14" East a distance of 30.97' to a computed point; 17) North 35°52'13" East a distance of 35.80' to a computed point; 18) South 75°32'26" East a distance of 38.89' to a computed point; 19) North 62°16'35" East a distance of 13.25' to a computed point; 20) South 55°21'33" East a distance of 34.33' to a computed point; 21) South 88°20'02" East a distance of 36.63' to a computed point; 22) North 64°53'52" East a distance of 47.57' to a computed point; 23) North 74°03'05" East a distance of 33.28' to a computed point; 24) South 83°31'07" East a distance of 16.98' to a computed point; 25) North 54°25'10" East a distance of 5.77' to a computed point being on the southwesterly line of the property now or formerly of Kahala Investors, LLC as described in Deed Book 8920, Page 248; thence with the southwesterly line of the property now or formerly of Kahala Investors, LLC South 47°52'00" East a distance of 495.27' to a new iron rod being the northwestern corner of the property now or formerly of Daniel H. Porter as described in Deed Book 17823, Page 876; thence with the western line of the property now or formerly of Daniel H. Porter South 17°47'00" West a distance of 620.75' to an existing iron pipe being the northwestern corner of the property now or formerly of Phillip Neal Sparrow as described in Deed Book 5046, Page 945; thence with the western line of the property now or formerly of Phillip Neal Sparrow and continuing with the western line of the property now or formerly of Piedmont Natural Gas as described in Deed Book 4563, Page 717 South 18°53'00" West a distance of 707.37' to a new iron rod being the northwestern corner of the property now or formerly of Louis G. Raymond as described in Deed Book 5338, Page 610; thence with the western line of the property now or formerly of Louis G. Raymond the following two (2) courses and distances: 1) South 18°58'19" West a distance of 105.44' to a new iron

rod; 2) South 18°54'09" West a distance of 427.52' to the point of **BEGINNING** having an area of 2,013,518 square feet or 46.2240 acres of land, as shown on a survey prepared by R.B. Pharr & Associates, P.A., dated May 1, 2015 (File No. W-3957A, Job No. 83127).

The aforesaid legal description includes the following subsequently platted lots:

Lots 1, 2, and 5, Wilkinson Commerce Park, Map 1, recorded October 12, 2016 in Book 60, Page 30. Mecklenburg County Registry.

**THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE INSURANCE CO. AS AN ACCOMMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON TITLE.**