

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, February 3, 2020, 7:00 p.m.  
Board of Commissioners Meeting Room  
2<sup>nd</sup> Floor, Catawba County Justice Center  
100 Government Drive, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting and Closed Session of January 21, 2020.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentation:  
[Proclamation -100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment to the United States Constitution.](#)
8. Public Hearing:  
[Cataler North American Corp Economic Development Agreement. \*Presented by Economic Development Corporation President Scott Millar and EDC Director of Business Recruitment Julie Pruett.\*](#)
9. Appointments.
10. Consent Agenda.
  - a. [Purchase of New Voting Equipment from Election Systems and Software \(ES&S\) and New Voting Booths from Inclusion Solutions.](#)
  - b. [State Criminal Alien Assistance Program Grant – 2019.](#)
  - c. [Proposed Amendment to Chapter 14 of the Catawba County Code of Ordinances – Emergency Management and Services.](#)
  - d. [Delinquent 2019 Real Estate Property Tax and Advertising Delinquent Tax Liens.](#)
11. Departmental Report.  
Social Services.  
[Report of Kinship Placement of Foster Care Children. \*Presented by Social Services Director Karen Harrington.\*](#)
12. Other Items of Business.
13. Manager's Report.
14. Attorneys' Report.

15. Adjournment.

**PERSONS WITH DISABILITIES:** Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Participation in public meetings is without regard to race, ethnicity, religion, sex, age, or disability.

**CALENDAR:** The next Board of Commissioners meeting will take place on Monday, February 17, 2020, at 7:00 p.m.

# ***Government of Catawba County, North Carolina***

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### ***100<sup>th</sup> ANNIVERSARY OF THE PASSAGE OF THE NINETEENTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES***

**WHEREAS**, an organized movement to enfranchise women began in July 1848, at a convention in Seneca Falls, NY; and

**WHEREAS**, through the efforts of brave and courageous women referred to as suffragists who sacrificed family, their personal lives and their financial resources for over seventy years to gain equal rights for women, especially the right to vote; and

**WHEREAS**, women and men, black and white, supported the woman’s suffrage movement for women to gain the constitutional right of having a voice in making the laws that governed them; and

**WHEREAS**, the woman’s suffrage movement led to the passage of the 19<sup>th</sup> Amendment to the Constitution of the United States in 1919, with ratification by the states by the summer of 1920; and

**WHEREAS**, the National Woman’s Suffrage Association dissolved in 1920 to create the League of Women Voters of the United States to register voters and educate all voters; and

**WHEREAS**, the League of Women Voters of North Carolina was launched on October 7, 1920, on the steps of the Guilford County Courthouse by Gertrude Weil, a politically active and tireless young woman from Goldsboro, North Carolina; and

**WHEREAS**, more than 120,000 women were registered to vote in North Carolina by 1920; and

**WHEREAS**, women today constitute a majority vote in our state and the US and are running for office in higher numbers and are more active in the election process than ever before in history.

**NOW, THEREFORE**, be it resolved that the Catawba County Board of Commissioners recognizes the 100<sup>th</sup> anniversary of women gaining the right to vote and the founding of the League of Women Voters in the United State and in North Carolina and the impact these historic accomplishments have on citizen engagement and the civic life of the community, the state and the nation.

This the 3rd day of February, 2020.

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**C. Randall Isenhower, Chair**  
**Catawba County Board of Commissioners**

## MEMO

**To:** Catawba County Board of Commissioners  
**From:** Scott Millar/Julie Pruett – Catawba County EDC  
**Date:** February 3, 2020  
**Subject:** Cataler North America Corp Economic Development Agreement and Resolution

### **Request**

The Board of Commissioners holds a public hearing to receive citizen comments and considers the Economic Development Agreement between the County and Cataler North America Corp (“Cataler”), the related resolution attached, and, subject to Trivium Corporate Center’s approval of the land transfer, authorizes the Chair to approve and execute these along with any other needed documents.

### **Project Background and Company Overview**

Cataler plans to construct a 100,000 square foot manufacturing facility (with expansion capacity to 300,000 square feet in the future) in Trivium Corporate Center for the production of catalysts for gasoline and diesel engines primarily for the automotive industry. Cataler plans to invest a minimum of \$42 million and up to \$50 million in new facility construction, machinery, equipment and furniture and fixtures by December 31, 2024. Cataler plans to create 151 jobs by December 31, 2026 of which the average annual salary will be \$46,000. This average wage is higher than the Catawba County average of \$43,133.

### **Economic Development Incentive Grant Overview and Clawbacks**

The proposed incentive grant is based on a contract with obligations requiring satisfactory performance by the Company and adheres to all NC general statutes. The contract requires the following:

- A minimum investment of \$42 million and the creation of 151 new jobs by Cataler,
- The sell of 22.335 acres by Trivium Corporate Center, Inc., a non-profit jointly developed and funded by Catawba County and the City of Hickory, to Cataler for \$10,000 per surveyed acre and install infrastructure including the extension of an access road and water extensions to the project site, and
- Provide an incentive equal to 58% of the new property taxes received for 5 years. This grant would be subject to the standard contractual commitments and would total a maximum of \$723,695 for the County (prior to depreciation). Payments would equal a maximum of \$73,370 year 1, \$150,075 year 2, \$166,750 years 3 – 5.

Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires Cataler to meet minimum thresholds of investment (\$42,000,000 by 2024) and job creation (151 by 2026), which must be maintained for 3 years after the end of the final incentive payment. Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

### **Recommendation**

The Board of Commissioners approves the Economic Development Agreement between the County and Cataler North America Corp., the related resolution attached, and, subject to Trivium Corporate Center’s approval of the land transfer, authorizes the Chair to execute these along with any other needed documents.

# Cataler NA (Project Enzyme)

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- Trivium Corporate Center was created as a 50/50 partnership by Hickory and Catawba County to encourage the location of high-tech, low-impact domestic and international economic development opportunities.
- Cataler NC, a Japanese manufacturer of automobile parts, scouted NC and SC for the new facility.
- Project will initially entail the construction of a 100,000sf advanced manufacturing facility (site prepped for 300,000 total buildout), a minimum of \$42,000,000 and up to \$50,000,000 investment in building and equipment, and the creation of 151 jobs with an average salary of \$46,000.

# Standard Incentive Matrix Values

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- For many years, we have utilized a matrix which calculates incentives using jobs, wages, investment, and other factors to determine appropriate and fair incentives for all projects (existing industries, expansion projects, new industry locations); calculation methodology provides a general standard for all elected bodies in Catawba County for all projects.
- Using our standard incentive matrix, this project would qualify for a Level 5 grant consisting of a 6 year grant of 90% year 1, 80% year 2, 70% year 3 & 67% years 4 – 6.
- The model determined an estimated incentive grant value of \$931,775 from the City of Hickory and \$911,950 from Catawba County, for a total grant to the company of **\$1,843,725**.

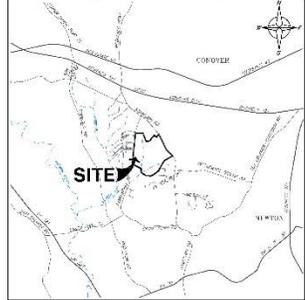


100' BUFFER FROM CENTER LINE OF HIGHWAY 101

DAVID H. BOND  
AS 2787 AC LOTS  
P.N. 3202000407

ANTHONY J. MURPHY  
AS 2787 AC LOTS  
P.N. 3202000407

DAVID H. BOND  
AS 2787 AC LOTS  
P.N. 3202000407



VICINITY MAP  
N.T.S.

**LOADS**

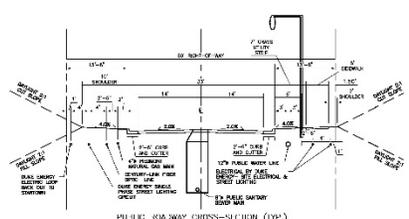
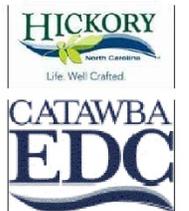
---	EXISTING PROPERTY LIMITS
---	EXISTING ELEVATION
---	EXISTING TOPO CONTOUR - 100' (2-FT INCREMENTS)
---	EXISTING TOPO CONTOUR - INTERMEDIATE (2-FT INCREMENTS)
---	EXISTING TOPO CONTOUR - 10' (2-FT INCREMENTS)
---	PROPOSED PROPERTY LINE
---	PROPOSED BOUNDARY LINE
---	PROPOSED TOPO CONTOUR - 100' (2-FT INCREMENTS)
---	PROPOSED TOPO CONTOUR - INTERMEDIATE (2-FT INCREMENTS)
---	PROPOSED TOPO CONTOUR - 10' (2-FT INCREMENTS)



**SITE ZONING INFORMATION**

JOHNS	40-102
MINIMUM LOT SIZE:	15,000 SF
MINIMUM LOT WIDTH:	50 FT
MINIMUM BUILDING HEIGHT:	3 FT
BUILDING SETBACKS:	
FRONT SETBACK:	5 FT
SIDE CORNER:	1 FT
REAR:	5 FT
MIN. ADJACENT RESIDENTIAL DISTRICT:	5 FT
ADJACENT COMMERCIAL DISTRICT:	5 FT
ADJACENT PUBLIC STREET:	5 FT
REFER TO TRIVIMUM CORPORATE CENTER REGULATORY CONDITIONS FOR ADDITIONAL REQUIREMENTS.	

PRELIMINARY NOT FOR CONSTRUCTION



**REFERENCES**

1. TECHNICAL DATA FURNISHED BY OWNER, DATED 10/15/2013 BY ARCHITECT, ENGINEER AND ARCHITECTURAL FIRM, INC. (A/E/A) FOR THE PROJECT AND ALL RELATED DOCUMENTS.
2. ALL NECESSARY PERMITS AND REGULATORY AGENCIES HAVE BEEN OBTAINED AND ALL NECESSARY FEES PAID TO COMPLETE THE PROJECT.
3. ALL NECESSARY PERMITS AND REGULATORY AGENCIES HAVE BEEN OBTAINED AND ALL NECESSARY FEES PAID TO COMPLETE THE PROJECT.

DATE: 10/15/2013  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN  
PROJECT: TRIVIMUM CORPORATE CENTER  
SHEET: 10 OF 10

# Site/Project Considerations

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- Master Development of sites and infrastructure needed to balance sites and achieve efficiencies of scale/lower costs.
- Site is owned by Trivium Corporate Center.
- In lieu of normal incentive grants we propose a mix of land price reductions and incentive grants totaling approximately the same value of standard incentive matrix recommendations.
- Proposed Incentives:
  - Sell 22.335 acres of ungraded land with road access and infrastructure to the site boundary at the reduced price of \$10,000/acre;
  - Provide 5 years of standard grants equal to 58% of realized real/personal property tax receipts.
  - Cataler pays for grading specific to their site under a Master Development Agreement with Trivium.
  - Incentive Value Calculated to be \$1,925,968 (see next page).

## Determination of Values

I. Land 22.335 acres - NCGS 158-7.1 (b)	
Property Acquisition and Improvement Value After State Grants	\$ 686,032
<b>Less:</b> Payment by Company for Land (22.34 acres @ \$10,000)	<b><u>(\$ 223,350)</u></b>
Value of Property Incentive (\$231,341 each County and City)	\$ 462,682
II. Grants - NCGS 158-7.1 (a)	
Total Maximum Future Incentive Grant Value Prior to Depreciation 58% X 5 years (County \$723,695 & City \$739,428)	\$ 1,463,123
Total Incentive Value (County \$955,036 & City \$970,769)	\$ 1,925,805

# Contractual Overview

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- Contract Terms and Performance Requirements
- Consideration of Resolution:
  - Performance Based Incentive based on an economic development agreement
  - Approval of the transfer of 22.335 acres for \$10,000/surveyed acre
  - Further directing the City/County to execute a contract and any necessary resolutions or addenda
  - Authorize the chief elected officer to execute these documents

# Cataler NC (Project Enzyme)

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- Further Questions by Elected Officials
- Public Hearing
- Consideration of Action

**Resolution No. 2020-**

**Resolution Authorizing Economic Development Incentives for Cataler North America Corporation**

**WHEREAS**, North Carolina General Statute 158-7.1 authorizes a county to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the county; and

**WHEREAS**, Cataler North America Corporation (herein referred to as “the Company”) requested these incentives to cause a minimum investment of \$42,000,000 for the improvement of real property and installation of capital equipment and trade fixtures at a site in Trivium Corporate Center at 1761 Trivium Parkway, Newton NC by December 31, 2024 and to create a minimum of 151 new jobs by December 31, 2026. These jobs must be maintained for a minimum of three years following the payment of the final incentive. The Company agrees to the requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that the average salary of all jobs will be \$46,000 or more which exceeds the county average wage.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Catawba County, North Carolina, as follows:

- 1) The Board of Commissioners approves the transfer of approximately 22.335 acres owned by the Trivium Corporate Center Inc., a non-profit jointly developed and funded by Catawba County and the City of Hickory, to the Company, also conditioned on the minimum investment and maintenance of \$42,000,000 and 151 new jobs, for \$10,000 per surveyed acre.
- 2) The Board of Commissioners approves the expenditure for grading and infrastructure including the extension of an access road, water and sewer extensions to the project boundary, as necessary for the project.
- 3) The Board of Commissioners approves a performance based grant based on the minimum investment and maintenance of \$42,000,000 and 151 new jobs, with a maximum payment of \$73,370 year 1, \$150,075 year 2, and \$166,750 years 3 through 5, for a total maximum incentive of \$723,695.
- 4) The Board of Commissioners directs the County to execute a contract and any necessary resolutions or addenda between the Company and the County under these terms and conditions and authorizes the Chair to execute these documents.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

Prepared by:  
Debra Bechtel, Catawba County Attorney  
PO Box 389, Newton, NC 28658

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

**COUNTY OF CATAWBA AND  
CATALER NORTH AMERICA CORPORATION  
ECONOMIC DEVELOPMENT AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of February \_\_, 2020, by and between **Catawba County** (the "County"), a North Carolina body politic, having a mailing address of **Post Office Box 389, Newton, NC, 28658**, and **Cataler North America Corporation** (or "Company" or "Cataler"), a North Carolina corporation qualified to do business in the State of North Carolina, having a mailing address of **2002 Cataler Drive, Lincolnton, NC 28092**.

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute (NCGS) 158-7.1 authorizes County to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial plants in or near its boundaries, and the Company is engaged in manufacturing products for the automotive industry within the meaning of NCGS 158-7.1; and

**WHEREAS**, the Company intends to construct or cause to be constructed real property improvements and install or cause to be installed machinery and equipment and trade fixtures used to assemble, manufacture, and process business-related goods and services (collectively, the "Improvements") at Trivium Corporate Center business park at 1761 Trivium Parkway, Newton, NC (portions of Parcel ID #s 372117105489, show as Lot 12 on the survey in Exhibit F attached and incorporated herein by reference) (the "Project Site"), at cumulative expenditure costs incurred by or at the direction of the Company of not less than Forty-two Million Dollars (\$42,000,000) up to Fifty Million Dollars (\$50,000,000) with the capital Improvements to be made between January 1, 2020 and December 31, 2024 (the "Capital Improvement Period"). The Company intends to create a minimum of One Hundred Fifty-one (151) new jobs at its operation to be located within the Property (the "Facility") by December 31, 2026 under this Agreement (the "Job Creation"); and

**WHEREAS**, in an effort to encourage and maintain educational advancement in the County, at the County's request, the Company will agree to require a minimum of a high school diploma or its equivalent (GED, Adult HS Diploma, etc.) for any permanent full-time employee Twenty-Five (25) years of age or below if such employee is to be counted towards new job creation for purposes of this Agreement; and

**WHEREAS**, the Company expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and, in addition, will participate, in a manner determined by the Company, in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship for at least each year of the grant proposed herein (brochure provided in Exhibit A); and

**WHEREAS**, the Company is encouraged, to the extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel

and hospitality services, local building and construction services, and other products and services;

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **SECTION I – COMPANY**

1. On or before February 29, 2020, the Company shall deliver to County a certificate confirming that the Company intends that construction and installation of the Improvements by the Company will result in the creation, maintenance and availability of a minimum of One Hundred Fifty-one (151) net new jobs to the Facility in the County on or before December 31, 2026 and that the overall average annual wage for the new jobs at the Facility will equal or exceed \$46,000 for each year that the County pays the Company an Economic Development Incentive Grant provided for herein. The Company affirms its understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit B, attached hereto and incorporated herein by reference. Such certificate shall be substantially in the form of the certificate attached to this Agreement as Exhibit B.
  
2. In order to induce County to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, the Company represents and warrants that, as of the execution date hereof:
  - a. The Company is qualified to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;
  - b. The Company has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;
  - c. The undersigned representative of the Company has the right, authority and duty to execute this Agreement in the name and on behalf of the Company;
  - d. This Agreement (i) is the valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on the Company, the charter documents or operating agreement of the Company or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party;
  - e. There is no suit, claim, action or litigation pending, or to the knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein; and

- f. The Company is not engaged in a business that would be exempt from property taxes.
3. The Company shall make or cause to be made Improvements to the Project Site, as applicable, during the Capital Improvement Period. Cumulative expenditures shall be inclusive of new construction and/or property renovations, machinery, equipment, furniture and fixtures and computer equipment. Costs for the Improvements to the Project Site, made or caused to be made by the Company for capital equipment and trade fixtures used to assemble, manufacture, and process business-related goods and services will be not less than Forty-two Million Dollars (\$42,000,000) and up to Fifty Million Dollars (\$50,000,000) or more and be made by December 31, 2024, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office. The Company agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for Three (3) years after the final Economic Development Incentive Grant payment ("Investment Maintenance Period").
4. The Company shall create a minimum of One Hundred Fifty-one (151) new jobs in the County at the Facility by December 31, 2026. The Company agrees to maintain or make these jobs available at the Facility for three (3) years after the final Economic Development Incentive Grant payment ("Jobs Maintenance Period"). A job is defined as employment that provides Sixteen Hundred (1600) hours or more of work in any Twelve (12) month period.
5. Closing on the Project Site will occur on or before August 31, 2020. In addition, the Company has elected by written notice to have the City and County grade the Project Site. The building footprint will be graded to building pad condition suitable for final grading and subsequent phase I building construction as shown on Exhibit C attached and incorporated herein by reference, by August 1, 2020. City and County will allow Company to access the Project Site to mobilize for building construction or any other associated purpose by August 1, 2020. City and County will remain on the property to finalize grading for areas outside of the building footprint until August 31, 2020. Company agrees to pay 40.42% of the project cost estimate, plus 5% as a construction management fee for a total payment of One Million One Hundred Ninety-nine Thousand Thirty-five dollars (\$1,199,035). Fifty percent of the payment, Five Hundred Ninety-nine Thousand Five Hundred Seventeen dollars (\$599,517), for site grading cost will be provided to the City and County on or before May 15, 2020 with the balance of the cost of the site grading provided to the City and County along with the purchase price of the property at closing, on or before August 31, 2020. Details of the defined terms of "graded pad", site access, and specific deliverables are outlined in the Purchase Contract attached and incorporate herein by reference as Exhibit E. If Company accesses property prior to August 31, 2020, Company will provide City, County and Trivium a Certificate of Insurance naming City, County and Trivium as additional insureds. The work shall be performed entirely at Company's own risk. Company shall indemnify and save harmless the City, County and Trivium, their employees, agents and representatives from any and all liabilities and claims of every kind, including attorney's fees, to which they may be subjected on account of loss, destruction or damage to property or injury to or death of persons, arising out of Company's access and mobilization for building construction or any other associated purpose.

## SECTION II – COUNTY

6. In order to induce the Company to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, County represents and warrants that, to the best of County's knowledge, as of the execution date hereof:
  - a. County is a North Carolina body politic corporate in nature and existing under North Carolina law;
  - b. County has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
  - c. The undersigned authorized representative of County has the right, authority and duty to execute this Agreement in the name and on behalf of County;
  - d. This Agreement (i) is the valid and binding instrument and agreement of County, enforceable against County in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on County, the charter documents of County or any provision of any indenture, agreement or other instrument to which County is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which County is a party;
  - e. There is no suit, claim, action or litigation pending, or to the knowledge of County threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein; and
  - f. As of the date of execution of this Agreement, there is no known impediment to the use of the Project Site for the purposes contemplated by this Agreement.
7. Payment of Economic Development Incentive Grants and Conveyance of Project Site for real and personal Improvements and for Job Creation in accordance with this Agreement shall be made as follows:
  - a. In consideration of the Company's commitment to Investment and Job Creation, the County agrees to provide annual payments in an amount equal to Fifty-eight percent (58%) (represented in the chart 7.b.) of the ad valorem taxes associated with the additional assessed value of real and personal property Improvements made or caused to be made by the Company at the Project Site, (exclusive of rolling stock) as paid to County for a five year (5) period (Grant Year (GY) 1 through GY5). Payments will commence with the taxes assessed on January 1, 2022, and January 1 of the succeeding Four (4) years for property Improvements made or caused to be made by the Company at the Project Site, as applicable, pursuant to Paragraph 3 with maximum payments as stated and illustrated in Paragraph 7.b. below.

- b. In no event will the cumulative payments by the County exceed Seven Hundred Twenty-three Thousand Six Hundred Ninety-five Dollars (\$723,695) for the five (5) years.

<b>Estimated Payment Period</b>	<b>Grant Percentage</b>	<b>Maximum Payment By County by Year</b>
GY1(2023)	58%	\$ 73,370
GY2(2024)	58%	\$150,075
GY3(2025)	58%	\$166,750
GY4(2026)	58%	\$166,750
GY5(2027)	58%	\$166,750
<b>Total</b>		<b>\$723,695</b>

- c. Said amounts shall be payable annually, subject to the Company being in compliance with all requirements of this Agreement, beginning in 2023 (GY1) and payable through 2027 (GY5).
- d. Upon payment of ad valorem taxes by the Company to the County for each grant year 2023 through 2027 and certification of Improvements and Job Creation submitted by the Company to the County by March 5<sup>th</sup> beginning in calendar year 2023 in the form or substantially in the form of Exhibit D, attached and incorporated herein by reference, the County will, within Ninety (90) days, pay to the Company an amount calculated by multiplying the corresponding grant percentages outlined in section 7.b. times the total ad valorem tax revenue received by the County attributable to the value of the Improvements made by the Company pursuant to this Agreement in excess of base value of the Project Site, which the parties agree is approximately 22.335 surveyed acreage acquired by the Company multiplied by the current tax assessed value of \$10,220 per acre or \$228,264 (the "Economic Development Incentive Grant"). This amount will be deducted from the total assessed value of building and land in the determination of the value of net new Improvements made by the Company in the calculation of economic development incentives.
- e. The County, in joint partnership with the City of Hickory (the "City"), owns real property in Trivium Corporate Center. In addition to the Economic Development Incentive Grants described herein, approximately Twenty-Two and three hundred thirty-five thousandths (22.335) acres of the County and/or City owned real property in Trivium Corporate Center (the "Project Site") will be sold to the Company, at a price of \$10,000 per surveyed acre equaling approximately \$223,350, with free and clear title. County and the Company agree that this Agreement shall be effective only if and when City and the Company have entered into an agreement relating to the Site with terms which are substantially identical to the terms of this Agreement (the "Hickory Agreement"). County and the Company agree that the Company shall pay Trivium Corporate Center the purchase price, as further described in the Purchase Contract in Exhibit E, attached and incorporated herein by reference.
- f. When conveyed on the date of sale, the Property Site shall have sewer to the property boundary.

- g. On or before January 1, 2021, County and City shall, at their expense, cause the Site to have municipal water service to property boundary and access to approximately 1,200 feet publicly maintained street suitable for vehicular and trucking access.
- h. The Project Site is further described in Exhibit F, attached and incorporated herein by reference. With regard to the Project Site, the Declaration of Covenants, Conditions and Restrictions is provided in Exhibit G, attached and incorporated herein by reference.

### **SECTION III – FORCE MAJEURE, EVENTS OF DEFAULT AND REMEDIES**

- 8. Force Majeure. Notwithstanding the provisions of Paragraph 9, in the event the Company is unable to meet the requirements of this Agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the land or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of the Company; then, in such event, the Capital Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as the Company has (a) furnished the County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) taken all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should the Company be unable to meet the requirements as described above as a result of a force majeure, the obligation of the County to pay Economic Development Incentive Grants as provided in this Agreement, shall be suspended until such time as the Company is relieved from the effect of an event of force majeure and resumes completion of the Improvements.
- 9. Events of Default. It shall be an event of default if any one or more of the following events occurs for any reason whatsoever (and whether such occurrence is voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) (an "Event of Default"):
  - a. If Company fails to close on the Project Site and make the grading cost reimbursements described in Paragraph 5 herein on or before September 30, 2020;
  - b. If by the second anniversary of the conveyance of the Site by County and City to the Company, the Company shall have not begun to make the Improvements specified in Paragraph 3;
  - c. If Company shall fail to complete the Real Property Improvements and the Facility as evidenced by a Certificate of Occupancy or sells the Project Site to another user that fails to complete the Real Property Improvements and the Facility as evidenced by a Certificate of Occupancy by April 1, 2021;

- d. If Company, except in the event of force majeure, commits a material breach of a material obligation (including without limitation, the obligation to make the Investment during the Capital Investment Period and maintain a minimum of One Hundred Thirty-four (134) newly created jobs, which is Ninety percent (90%) of the proposed One Hundred Fifty-one (151) newly created jobs during the Jobs Maintenance Period) and such breach continues for a period of Sixty (60) or more days following receipt by the Company of written notice from the County;
- e. If during the Investment Maintenance Period or the Jobs Maintenance Period the Company fails to timely file Exhibit B, or Exhibit D on or before March 5<sup>th</sup> of each year, following and corresponding to the previous July 1<sup>st</sup> when taxes are billed, and any qualifying incentive that would be due to the Company, shall be deemed a breach of the Agreement and notwithstanding Paragraph 10 below, the sole remedy of the County will be that the County will not owe the Company Economic Development Incentive Grants that may have otherwise been due had those filings properly been made when due;
- f. If Company shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives applied for and awarded;
- g. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by the Company to the County in connection with the transaction described in this Agreement, is, to the Company's knowledge, false or misleading in any material respect at the time given;
- h. If the Company is unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
- i. If the Company allows its taxable assets (before allowances taken for depreciation), employment and average wage amounts to fall below the minimum values agreed upon in this Agreement, as each of the same pertain to the Facility contemplated by this Agreement;
- j. If the County, except in the event of force majeure, fails to pay the Company an Economic Development Incentive Grant when such grant payment is due or is otherwise unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of an emergency manager, receiver, trustee, liquidator or conservator or any similar entity; files a petition or answer seeking reorganization or arrangement of

similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or North Carolina;

- k. If a Court of competent jurisdiction enters an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole or any substantial part of their properties, or approves a petition filed against the Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of their properties; and
- l. If a Court of competent jurisdiction enters an order, judgment, or decree appointing an emergency manager, custodian, receiver, trustee, liquidator, or conservator or any similar entity for the County, or approves a petition filed against County seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of the County;

10. Remedies for County.

- a. In the event of Cataler's failure to close on the Project Site as required in Paragraph 5, and further outlined in Paragraph 9.a., this Agreement shall terminate and Cataler will reimburse County and City for grading costs incurred.
- b. If Company fails to cure an Event of Default for which it receives written notice from County due to an event as further outlined in Paragraphs 9.b., the Company shall convey the Site to County and City at no cost. Company shall be responsible for all costs, including attorneys' fees, associated with conveyance. Upon the conveyance to the County and City, this Agreement shall terminate.
- c. In the event of Company's failure to develop or complete Real Property Improvements required for Conveyance of Project Site Company shall pay County and City a total of \$30,000 per surveyed acre (\$15,000 each to County and City) in order to compensate for lost revenues from the planned investments by December 31, 2024.
- d. In the event of failure to achieve or maintain required Jobs and Real and Personal Property Improvements required for Economic Development Incentive Grants: If the Company fails to cure an Event of Default for which it receives written notice, which written notice will not be given to the Company by the County for a failure to timely file Exhibit D, from County due to its failure to satisfy the Improvement requirement or Jobs Creation requirement, the obligation of the County to pay Economic Development Incentive Grants as set out herein shall terminate, and the Company shall within Thirty (30) days after expiration of its Right to Cure (as hereinafter defined), refund to the County all Economic Development Incentive Grant payments paid to the Company prior to the date of the Event of Default plus interest at the rate of prime plus One

Percent (1%). The date the prime interest rate shall be determined shall be the date the Company receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*.

11. Remedy for Company. If the County fails to cure an Event of Default for which it receives written notice from the Company, the obligations of the Company as set out herein shall terminate and the Company shall retain title to the Project Site.
12. Right to Cure. The Company and the County each shall, as it relates to an Event of Default, have Sixty (60) days after receipt of the notice required above, to cure the Event of Default ("Right to Cure").

### SECTION III – OTHER

13. The Company and County acknowledge that any monies appropriated and expended by County for Economic Development Incentive Grants and the value of the conveyance of the Project Site, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on NCGS 158-7.1. In the event a Court of competent jurisdiction rules in a lawsuit to which either the Company or the County is a party, that all monies expended by the County pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, the Company will make such repayment to the County. In the event one or more lawsuits are brought against the County or any County elected official, officer, agent or employee, or the Company, challenging the legality of this Agreement, then the County and the Company shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if the Company is required to repay funds to the County pursuant to this Paragraph 13, the benefit of this Agreement to the Company will have been lost and all further obligations of the Company hereunder shall terminate.
14. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed to be received on the next business day following the date served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

County of Catawba: Catawba County  
Attn: Mick Berry, County Manager  
PO Box 389  
Newton, NC, 28658

Copy to: County Attorney  
Attn: Debra Bechtel, County Attorney  
PO Box 389  
Newton, NC, 28658

The Company: Cataler North America Corporation  
Attn: Nakaba Tamura  
2002 Cataler Drive  
Lincolnton, NC 28092

The County or the Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

15. This Agreement shall inure to the benefit of, and is binding upon, the County and the Company and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by the Company without the prior written approval of County, which approval will not be unreasonably withheld.
16. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
17. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
18. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
19. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.
20. The term of this Agreement shall commence on the date the agreement is made and entered into and expire upon the later of (i) payment by the County of all Economic Development Incentive Grant payments due to the Company, (ii) expiration of the Investment Maintenance Period, or (iii) expiration of the Jobs Maintenance Period, unless earlier terminated as provided herein (the "Term").
21. Both the Company and the County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both the Company and the County.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**County of Catawba,**  
A North Carolina Body Politic

**Attest:**  
**(SEAL)**

By: \_\_\_\_\_ **(Seal)**  
C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

\_\_\_\_\_  
Barbara E. Morris, Clerk

**Cataler North America Corporation**

By: \_\_\_\_\_ **(Seal)**  
Nakaba Tamura  
President

**STATE OF NORTH CAROLINA**  
**COUNTY OF CATAWBA**

I, \_\_\_\_\_ a Notary Public of said county and state, certify that Barbara E. Morris personally came before me this day and acknowledged that she is County Clerk to the Catawba County Board of Commissioners, a body politic corporate in nature, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Chair, sealed with its body politic seal, and attested by herself as County Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, \_\_\_\_\_ a Notary Public of said County and State, do certify that Nakaba Tamura, President, personally appeared before me this day and acknowledged on behalf of Cataler North America Corporation the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[Seal]

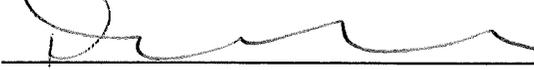
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_ Robert Miracle, Catawba County Finance Director

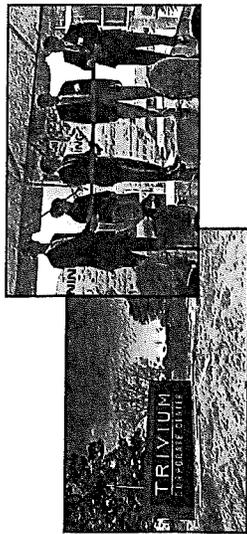
Approved as to form on behalf of County of Catawba only:

  
\_\_\_\_\_ Debra Bechtel, County Attorney

## Benefits of Membership

Increased job opportunities; economic growth and capital investment directly or indirectly benefit every business in Catawba County. A membership in the **Committee of 100** is an investment in your business and your community. In addition, **C100** members also receive the following benefits for their support:

- ◇ Invitations to special industry events, including:
  - Announcements
  - Groundbreakings
  - Ribbon Cuttings
  - Plant Tours



- ◇ Company listing, with link, on the EDC website
- ◇ Recognition in EDC promotional materials
- ◇ Invitation to Annual Membership meeting featuring guest speakers and programs (*July*)
- ◇ Your investment may be 100% tax deductible



**Impact:** When a company creates 100 new jobs in Catawba County it actually benefits us by 177 total jobs through the addition of indirect & induced jobs. This job creation has the same financial impact as handing \$1 to every citizen in North and South Carolina (and half of Tennessee) and asking them to spend it in Catawba County!

## C100 Members

### Sustaining Members

Catawba Valley Health System  
Duke Energy Corporation

ElectriCities of NC, Inc.

Hickory Mechanical

Marlboro Development Team

Manpower

Patrick, Harper & Dixon, LLP

ZF

### 2017 & 2018 Members

Frye Regional Medical Center

Agracel, Inc.

BB&T

CommScope, Inc.

Concept Frames, Inc.

D & H Real Estate, LLC

(David Looper & Hunt Shuford)

Energy United

Lenoir-Rhyne University

Peoples Bank

Pepsi-Cola Bottling Company of Hickory

Piedmont Natural Gas

Samet Corporation

Shurtape Technologies, LLC

Sign Systems, Inc.

The Stump Corporation

SynTerra Corporation

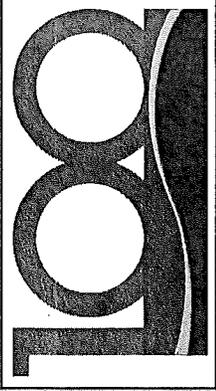
Timmerman Manufacturing

von Drehle Corporation

Whisnant & Company, LLP

Young, Morphis, Bach & Taylor, LLP

## EXHIBIT A



### *Committee of 100*

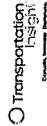
The Catawba County Economic Development Corporation was established in 1978 to attract jobs and capital investment to the county. Since that time the EDC has assisted in the creation of over 26,000 jobs and over \$6.6 billion in investment in Catawba County. In the last five years (2014-2018) the Catawba EDC has assisted in the creation of over 2,700 jobs and \$2.5 billion in investment.

The **Committee of 100 (C100)** is the EDC's private funding mechanism supporting targeted initiatives marketing programs, analysis, site and park development, and special programs undertaken at the direction of the EDC Board of Directors.

In today's global economy, it is more important than ever for us to join forces and shape the future of Catawba County. We encourage companies that are interested in supporting local economic development and the prosperity that it brings to all of our citizens to consider joining the Catawba County EDC **Committee of 100**.

## Past Successes

Many of the companies that you recognize as strong corporate citizens were recruited to the area through the efforts of the Catawba County EDC, including: ZF Chassis Components, Pöppelmann Plastics, Apple, Target and a host of others. The EDC also works with existing companies such as von Drehle Corporation, Shurtape Technologies, Transportation Insight, GKN and others to facilitate their continued growth & success.



**PÖPPELMANN**

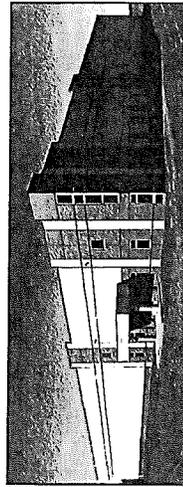


**VONDREHLE CORPORATION**

**Committee of 100** funds augment the marketing budget of the Catawba County EDC. This funding supports the economic development programs and activities under the direction of the EDC Board of Directors. The EDC is a 501(c)3 non-profit organization and membership in and support of the **Committee of 100** may be tax deductible.

Examples of Committee of 100 support:

- ◇ **Labor Study** - The Pathfinders Labor Study Update has been extremely valuable in the recruiting of new industries to the area by providing an in-depth analysis on the quality and quantity of our changing local workforce.
- ◇ **Speculative Building**: In 2017, a second speculative building in Claremont was completed. The first speculative building, completed in 2014 was occupied by DAE Systems in 2016. In addition to local government support, C100 funds provided additional support needed to ensure the completion of this important project.



- ◇ **Site Development**: Development of a site presentation package for a multi-jurisdictional business park
- ◇ **Project Assistance**: Preliminary engineering costs for the Target site and other projects.

## Priorities

The EDC works to advance its mission through three principal program activities: promotion, recruitment and retention. Within each of these programs there are numerous priorities that are supported by the Committee of 100, including:

- ◇ **Lenoir Rhyme University Health Sciences Center** - Committee of 100 funds have been committed to support the Lenoir Rhyme University Health Sciences Center along with funds from our two hospitals, the City of Hickory and Catawba County. The Center houses a new Physician Assistant Program that began classes in January 2016. The program will be open to 48 new students each year and employ 5 to 6 full-time faculty and staff members. The Center will establish clinical training centers for the PA Program and provide high quality internship & student practitioner opportunities to supporting partners.
- ◇ **Speculative Building Support** - The Committee of 100 is committed to supporting the EDC's efforts to coordinate the construction of speculative buildings by assisting the owner, the County and the applicable municipality with the carrying costs of the building for up to three years or until the sale of the building.
- ◇ **European Lead Generation** - Committee of 100 funds have been committed to support an agreement with a lead generation firm in Germany. This partnership will be a key to capturing new business as many European and multi-national firms look to increase their investment in the United States.
- ◇ **Marketing** - The EDC works tirelessly to market Catawba County, our business climate and workforce to the world. C100 funds help us achieve this goal through the design and production of different marketing materials.



- ◇ **Special Projects** - Recent changes in our economy, along with fierce competition in the economic development arena, have increased the need for intense and deliberate business recruitment. C100 funds can give our organization the final push that is necessary to ensure that project activity continues in Catawba County.

## EXHIBIT A

### Commitment

**YES!** I want to support the efforts of the EDC by becoming a member of the **Committee of 100**. Membership is **\$1,000 per year** (or more) and may be tax deductible (Fed ID# 56-1195680).

Company: \_\_\_\_\_  
 Main Contact: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Pledge Amount: \$ \_\_\_\_\_ / Year

Commitment (check one):  5yrs  3 yrs

Sustaining (invoiced each year until notified to stop)

Method of Payment:  Check Enclosed  Invoice

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If you have questions please feel free to contact  
 Scott Millar at 828-267-1564.

Please return completed commitment form to:  
**Catawba County EDC**  
 Mail: PO Box 3388 Hickory, NC 28603

Fax to: 828-267-1884 or

Email to: [edc@catawbacountync.gov](mailto:edc@catawbacountync.gov)

**EXHIBIT B**

Joint Economic Development Agreement  
Between Catawba County and Cataler North America

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Paragraph 1(a) and Paragraph 9 of the Joint Economic Development Agreement (the "Agreement"), dated February \_\_, 2020, between Catawba County ("County") and Cataler North America ("Cataler"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, \_\_\_\_\_, do hereby certify, for and on behalf of Cataler, that:

- (a) Cataler intends to install the Improvements; and
- (b) Cataler intends to create, maintain and make available a minimum of One Hundred Fifty-one (151) new jobs prior to December 31, 2026 the overall average annual wage of which will equal or exceed \$47,000, for each year that County pays Cataler the Economic Development Incentive Grants provided for herein; and
- (c) Cataler agrees to comply with the Calendar of Responsibilities listed below.

**Calendar of Responsibilities:**

- By January 5: Cataler makes payment to County according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: Cataler must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Cataler must provide Real/Personal Property Tax listings to County Tax Office.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Cataler North America Corporation**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**EXHIBIT D**

Joint Economic Development Agreement  
Between Catawba County and Cataler North America

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement ("the "Agreement") dated February \_\_\_\_, 2020, between Catawba County ("County") and Cataler North America ("Cataler"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Cataler does hereby certify that:

- (a) The following improvements were made during the 20\_\_ Calendar Year (general description and expense):  
\_\_\_\_\_  
\_\_\_\_\_;
- (b) The following jobs were created during the 20\_\_ Calendar Year: \_\_\_\_\_  
(please attach the most recent quarterly Form NCUI 101);
- (c) The average wage of all of those employed at the \_\_\_\_\_ Facility during the 20\_\_ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) \_\_\_\_\_;
- (d) Total cumulative personal property valuation installed at the Facility during the 20\_\_ Calendar Year \_\_\_\_\_; and
- (e) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Cataler North America Corporation**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Attachments (required):**

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, most recent quarterly Form NCUI 101, Proof of taxes paid in full.

**Calendar of Responsibilities:**

- By January 5: Cataler makes payment to County according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: Cataler must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Cataler must provide Real/Personal Property Tax listings to County Tax Office.

EXHIBIT E

NORTH CAROLINA

CATAWBA COUNTY

PURCHASE CONTRACT

Cataler North America Corporation, a North Carolina corporation, as Buyer, hereby offers to purchase, and Trivium Corporate Center, Inc., A North Carolina non-profit corporation, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all buildings and improvements located thereon and appurtenance thereto (referred to as the "Property"), upon the terms and conditions set forth herein.

1. **REAL PROPERTY:** Located in Catawba County, State of North Carolina, being known as and more particularly described as:

Address: Lot 12 of Plat Book \_\_\_ Page \_\_\_ and being approximately 22.335 acres within Trivium Corporate Center, at or about 2355 Startown Road, Hickory, NC 28601

City: Hickory Zip: 28601

Legal Description: see Exhibit A attached hereto and incorporated herein by reference ("Property")

Deed Reference: Book \_\_\_\_\_ at Page \_\_\_\_\_, Catawba County Registry.

2. **PURCHASE PRICE:** The purchase price will be the surveyed acreage multiplied by Ten Thousand Dollars (\$10,000) per acre and shall be paid in U.S. Dollars. The purchase price shall be paid as follows: \$223,350.00 is the BALANCE due in cash at Closing.

3. **OTHER CONDITIONS:**

(a) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) Title must be delivered at Closing by SPECIAL WARRANTY DEED with Repayment Schedule and Easements reserved by Seller as shown on attached Exhibit C unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing) restrictive covenants of record and those amendments proposed; utility easements and unviolated restrictive covenants that do not materially affect the value or use of the Property; matters shown on recorded plats or surveys and such other encumbrances as may be specifically approved by Buyer. The Property must have legal access to a public right of way.

(d) Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following: utilities, environmental matters, zoning approvals, surveys and title matters. Inspections and zoning approvals must be completed three (3) business days after the Plat is recorded, the "Inspection Period". Buyer is entitled to terminate this contract during the Inspection Period if the Buyer is not satisfied with the due diligence of such matters or title matters revealed in the title examination.

(e) Grading:

(i) Buyer and Seller have agreed Seller will grade the entire Property, remove the excess dirt, and provide a building pad on the Property for Buyer's Phase I Building as shown on Exhibit B, attached hereto and incorporated herein by reference, by August 31, 2020, subject to the terms and conditions of the EDA Joint Economic Development Agreement with the City of Hickory and Catawba County (hereinafter "EDA"). However, the building footprint will be graded to building pad condition for final grading and Phase I Building construction as shown on Exhibit B by August 1, 2020. The pad will be graded to the elevation shown on Exhibit B with no slope. Buyer is responsible for the condition of all sub-grade material, such as lime or cement stabilization methods. Seller will complete the grading outside of the Phase I Building pad as

shown on Exhibit B by August 31, 2020. All grading deadlines are subject to change if Seller's performance of services is delayed by a force majeure or weather delays. Seller will immediately notify Buyer of the delay, the reasons therefore and the anticipated duration of any such delay. Seller's delay in the performance of services shall be excused during the duration of such force majeure. Requests for extensions of time due to adverse weather conditions shall be submitted promptly within thirty (30) days. Request for extensions of time shall include US Weather Bureau climatological reports for the months involved and the National Oceanic and Atmospheric Association report indicating the average monthly precipitation, temperature, and other relevant factors for the previous ten (10) years from the nearest weather reporting station. The 10-year average shall determine the number of days with adverse weather equal to or in excess of 0.1 inch of rainfall per day. Days of rainfall less than 0.1 inch shall not be considered. Time extensions will be granted for the number of days of rainfall in excess of 10-year average. Evaluations of extra days requested shall be considered as they affect the project during stage of construction and day of the week.

(ii) Seller, in cooperation with Buyer, will design sediment control devices as shown on Exhibit B. Enlargement or upsizing of said sediment control devices for future stormwater use are Buyer's responsibility. If Buyer decides to enlarge the sediment control devices, any information necessary for inclusion in the bid documents shall be provided to Seller by February 7, 2020. If Buyer chooses to enlarge the sediment control devices, the additional costs shall be added to the total costs paid by Buyer as detailed in Paragraph 5 of the EDA.

(iii) Upon Seller's turn-over of the site, Buyer will be responsible for the ongoing maintenance and completion and/or removal of temporary Property erosion control measures. Buyer will be responsible for providing and obtaining an approved erosion control plan and permit to further develop Property beyond the mass grading state. Upon turn-over of the mass graded lot, the Buyer will have an approved erosion control plan in place. At that time, the financial responsibility and the permit for erosion control measures must be applied for and transfer approved to Buyer.

(iv) Seller will seed and grass permanent slopes only. Buyer is responsible for top seeding, seeding of pad, and ongoing site maintenance.

(v) If construction of the access road (labeled "Proposed 60' R.O.W." on Exhibit A) is not completed by Closing, Buyer shall grant Seller and Seller's agents and assigns a Temporary Access and Construction Easement across the "50' temporary access easement" shown on Exhibit A. The Temporary Access and Construction Easement shall terminate upon completion of the access road and acceptance for maintenance by the local governmental unit.

4. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing. Seller shall pay any deferred or rollback taxes applicable to the Property.

5. **EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.

6. **EVIDENCE OF TITLE:** Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

7. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property by Seller within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or

claim arising therefrom. Seller shall also furnish at Closing any additional affidavits, estoppels and/or other documentation reasonably required by Buyer and/or Buyer's title insurance company.

8. **CLOSING:** Closing shall occur on or before August 31, 2020 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The Special Warranty Deed is to be made to Buyer in the form attached hereto as Exhibit C.

9. **POSSESSION:** Exclusive possession shall be delivered at Closing, subject to Paragraph 3(e) above.

10. **ASSIGNMENTS:** This contract may not be assigned by Buyer.

11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein with the exception for the Terms and Conditions of the EDA Joint Economic Development Agreement with the City of Hickory and Catawba County which are incorporated herein by reference. All changes, additions or deletions hereto must be in writing and signed by all parties.

14. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

15. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

16. **DEFAULT; ATTORNEYS' FEES.** In the event that any condition hereto is not satisfied, then the Escrow Deposit shall be refunded to Buyer. In the event of breach of this agreement by Seller, the Escrow Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In this regard, in addition to any other remedies available to Buyer, Buyer shall have the right to obtain specific performance requiring Seller to perform under this agreement. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred in connection with the proceeding.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

[Signature page to follow]

Buyer: Cataler North America Corporation

Seller: Trivium Corporate Center, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

By \_\_\_\_\_ (SEAL)

Warren Wood, President

Title: \_\_\_\_\_

**NOTICE INFORMATION**

**NOTE:** INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

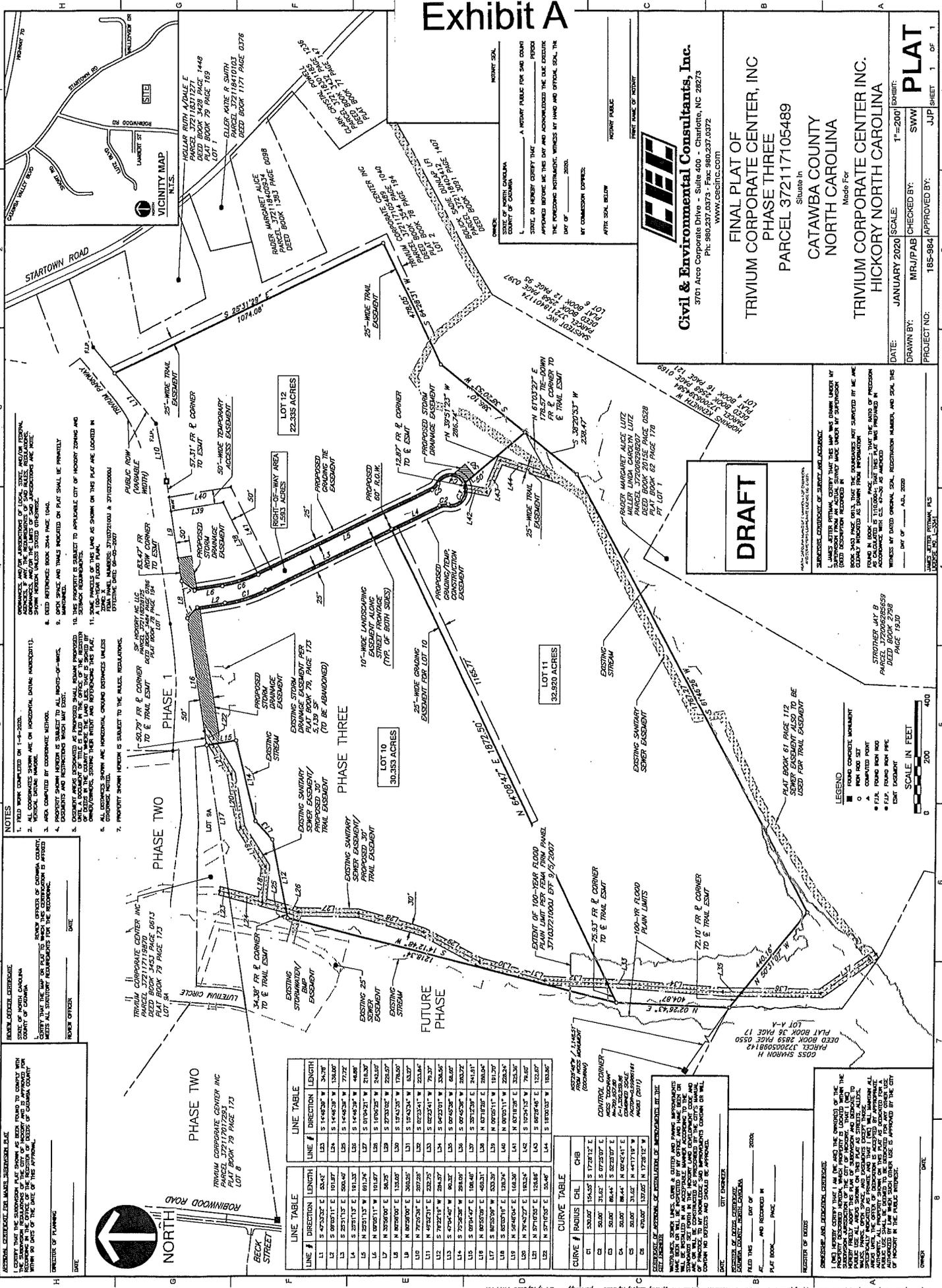
**BUYER NOTICE ADDRESS:**

Mailing Address:  
Cataler North America Corporation  
2002 Cataler Drive  
Lincolnton, NC 28092  
Buyer Fax#:  
Buyer E-mail Address: \_\_\_\_\_

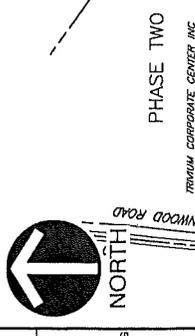
**SELLER NOTICE ADDRESS:**

Mailing Address:  
Trivium Corporate Center, Inc.  
76 North Center Street  
Hickory, NC 28601  
SellerFax#:  
Seller E-mail Address: \_\_\_\_\_

# Exhibit A



- NOTES**
1. FIELD WORK COMPLETED ON 1-9-2020.
  2. ALL CORNER STAKES ARE ON HORIZONTAL DATUM (NAVD83).
  3. ALL DIMENSIONS AND BEARINGS ARE IN DECIMAL FEET UNLESS OTHERWISE NOTED.
  4. AREA COMPARED BY ELECTRONIC METHOD.
  5. EXISTING AND PROPOSED AREAS ARE SHOWN ON THIS PLAN AS LOCATED IN THE RECORD PLATS AND DEEDS OF CATAWBA COUNTY.
  6. ALL DIMENSIONS SHOWN ARE HORIZONTAL UNLESS OTHERWISE NOTED.
  7. PROPERTY SHOWN HEREON IS SUBJECT TO THE RULES, REGULATIONS, ORDINANCES, AND THE JURISDICTION OF LOCAL, STATE AND FEDERAL AGENCIES AND AGENCIES OF CATAWBA COUNTY.
  8. ALL DIMENSIONS AND BEARINGS ARE IN DECIMAL FEET UNLESS OTHERWISE NOTED.
  9. EXISTING AND PROPOSED AREAS ARE SHOWN ON THIS PLAN AS LOCATED IN THE RECORD PLATS AND DEEDS OF CATAWBA COUNTY.
  10. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.
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  20. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.



**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S 14°43'30" W	34.79'
L2	S 14°43'30" W	134.00'
L3	S 14°43'30" W	77.72'
L4	S 14°43'30" W	44.89'
L5	N 0°00'00" E	21.33'
L6	N 0°00'00" E	21.33'
L7	N 0°00'00" E	21.33'
L8	N 0°00'00" E	21.33'
L9	N 0°00'00" E	21.33'
L10	N 0°00'00" E	21.33'
L11	N 0°00'00" E	21.33'
L12	N 0°00'00" E	21.33'
L13	N 0°00'00" E	21.33'
L14	N 0°00'00" E	21.33'
L15	N 0°00'00" E	21.33'
L16	N 0°00'00" E	21.33'
L17	N 0°00'00" E	21.33'
L18	N 0°00'00" E	21.33'
L19	N 0°00'00" E	21.33'
L20	N 0°00'00" E	21.33'
L21	N 0°00'00" E	21.33'
L22	N 0°00'00" E	21.33'
L23	N 0°00'00" E	21.33'
L24	N 0°00'00" E	21.33'
L25	N 0°00'00" E	21.33'
L26	N 0°00'00" E	21.33'
L27	N 0°00'00" E	21.33'
L28	N 0°00'00" E	21.33'
L29	N 0°00'00" E	21.33'
L30	N 0°00'00" E	21.33'
L31	N 0°00'00" E	21.33'
L32	N 0°00'00" E	21.33'
L33	N 0°00'00" E	21.33'
L34	N 0°00'00" E	21.33'
L35	N 0°00'00" E	21.33'
L36	N 0°00'00" E	21.33'
L37	N 0°00'00" E	21.33'
L38	N 0°00'00" E	21.33'
L39	N 0°00'00" E	21.33'
L40	N 0°00'00" E	21.33'
L41	N 0°00'00" E	21.33'
L42	N 0°00'00" E	21.33'
L43	N 0°00'00" E	21.33'
L44	N 0°00'00" E	21.33'
L45	N 0°00'00" E	21.33'
L46	N 0°00'00" E	21.33'
L47	N 0°00'00" E	21.33'
L48	N 0°00'00" E	21.33'
L49	N 0°00'00" E	21.33'
L50	N 0°00'00" E	21.33'
L51	N 0°00'00" E	21.33'
L52	N 0°00'00" E	21.33'
L53	N 0°00'00" E	21.33'
L54	N 0°00'00" E	21.33'
L55	N 0°00'00" E	21.33'
L56	N 0°00'00" E	21.33'
L57	N 0°00'00" E	21.33'
L58	N 0°00'00" E	21.33'
L59	N 0°00'00" E	21.33'
L60	N 0°00'00" E	21.33'
L61	N 0°00'00" E	21.33'
L62	N 0°00'00" E	21.33'
L63	N 0°00'00" E	21.33'
L64	N 0°00'00" E	21.33'
L65	N 0°00'00" E	21.33'
L66	N 0°00'00" E	21.33'
L67	N 0°00'00" E	21.33'
L68	N 0°00'00" E	21.33'
L69	N 0°00'00" E	21.33'
L70	N 0°00'00" E	21.33'
L71	N 0°00'00" E	21.33'
L72	N 0°00'00" E	21.33'
L73	N 0°00'00" E	21.33'
L74	N 0°00'00" E	21.33'
L75	N 0°00'00" E	21.33'
L76	N 0°00'00" E	21.33'
L77	N 0°00'00" E	21.33'
L78	N 0°00'00" E	21.33'
L79	N 0°00'00" E	21.33'
L80	N 0°00'00" E	21.33'
L81	N 0°00'00" E	21.33'
L82	N 0°00'00" E	21.33'
L83	N 0°00'00" E	21.33'
L84	N 0°00'00" E	21.33'
L85	N 0°00'00" E	21.33'
L86	N 0°00'00" E	21.33'
L87	N 0°00'00" E	21.33'
L88	N 0°00'00" E	21.33'
L89	N 0°00'00" E	21.33'
L90	N 0°00'00" E	21.33'
L91	N 0°00'00" E	21.33'
L92	N 0°00'00" E	21.33'
L93	N 0°00'00" E	21.33'
L94	N 0°00'00" E	21.33'
L95	N 0°00'00" E	21.33'
L96	N 0°00'00" E	21.33'
L97	N 0°00'00" E	21.33'
L98	N 0°00'00" E	21.33'
L99	N 0°00'00" E	21.33'
L100	N 0°00'00" E	21.33'

**CURVE TABLE**

CURVE #	RADIUS	CHL	CHB
C1	50.00'	154.53'	172.812' E
C2	50.00'	31.62'	S 07°20'00" E
C3	50.00'	86.44'	S 02°20'00" E
C4	50.00'	31.62'	N 82°40'00" E
C5	50.00'	137.04'	N 17°20'00" W

**REGISTER OF INTERESTS**

OWNER: CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

DATE: 1/9/2020

FILED THIS: 1/9/2020

AT: CATAWBA COUNTY, NORTH CAROLINA

PLAT BOOK: 36 PAGE 17

REGISTER OF INTERESTS

PLAT BOOK: 36 PAGE 17

DATE: 1/9/2020

FILED THIS: 1/9/2020

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PLAT BOOK: 36 PAGE 17

DATE: 1/9/2020

FILED THIS: 1/9/2020

AT: CATAWBA COUNTY, NORTH CAROLINA

**Civil & Environmental Consultants, Inc.**  
3701 Arco Corporate Drive - Suite 400 - Charlotte, NC 28273  
WWW.CECONLINE.COM

**FINAL PLAT OF**  
**TRIVIMUM CORPORATE CENTER, INC.**  
**PHASE THREE**  
PARCEL 3721117105489

Subsite in  
**CATAWBA COUNTY**  
**NORTH CAROLINA**

Made For  
**TRIVIMUM CORPORATE CENTER INC.**  
**HICKORY NORTH CAROLINA**

DATE: JANUARY 2020 SCALE: 1"=200'

DRAWN BY: MRJ/PAB CHECKED BY: SWW

PROJECT NO: 185-984 APPROVED BY: JJP SHEET 1 OF 1

**PLAT**

**DRAFT**

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

STATE DO HEREBY CERTIFY THAT I, JAMES L. JONES, A NOTARY PUBLIC FOR SAID COUNTY, APPROVED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESSED BY MY HAND AND OFFICIAL SEAL, THIS DAY OF 2020.

BY COMMISSION EXPIRES: 2025.

AFTER SEAL BELOW

NOTARY PUBLIC

FRONT NAME OF NOTARY

**NOTES**

1. FIELD WORK COMPLETED ON 1-9-2020.

2. ALL CORNER STAKES ARE ON HORIZONTAL DATUM (NAVD83).

3. ALL DIMENSIONS AND BEARINGS ARE IN DECIMAL FEET UNLESS OTHERWISE NOTED.

4. AREA COMPARED BY ELECTRONIC METHOD.

5. EXISTING AND PROPOSED AREAS ARE SHOWN ON THIS PLAN AS LOCATED IN THE RECORD PLATS AND DEEDS OF CATAWBA COUNTY.

6. ALL DIMENSIONS SHOWN ARE HORIZONTAL UNLESS OTHERWISE NOTED.

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13. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

14. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

15. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

16. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

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18. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

19. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

20. THE PROPERTY IS SUBJECT TO APPLICABLE CITY OF HICKORY ZONING AND SETBACK REQUIREMENTS.

**REGISTER OF INTERESTS**

OWNER: CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

DATE: 1/9/2020

FILED THIS: 1/9/2020

AT: CATAWBA COUNTY, NORTH CAROLINA

REGISTER OF INTERESTS

PLAT BOOK: 36 PAGE 17

DATE: 1/9/2020

FILED THIS: 1/9/2020

AT: CATAWBA COUNTY, NORTH CAROLINA



# Exhibit C

## SPECIAL WARRANTY DEED

Excise Tax: Exempt per N.C.G.S. 105-228.28 as an Instrumentality of a Governmental Unit

Tax Parcel ID No. \_\_\_\_\_ & REID \_\_\_\_\_ Verified by \_\_\_\_\_ County  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

---

Mail/Box to: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index: Lot 12 containing +/- 22.335 acres

---

THIS DEED, made this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**GRANTOR: TRIVIUM CORPORATE CENTER, INC. (F/K/A PARK 1764 DEVELOPMENT CORPORATION), a North Carolina Non-Profit Corporation**  
whose mailing address is **City of Hickory, c/o Warren Wood, President, P.O. Box 398, Hickory, NC 28603**  
(herein referred to as **Grantor**) and

**GRANTEE: Cataler North America Corporation**  
whose mailing address is **2002 Cataler Drive, Lincolnton, NC 28092**  
(herein referred to as **Grantee**).

*[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]*

### WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in Newton Township, County of **Catawba**, State of **North Carolina**, more particularly described as follows:

**[See Exhibit A, Exhibit B, Exhibit C and Schedule I attached hereto.]**

*Prepared by Young, Morphis, Bach & Taylor, L.L.P. The attorneys who prepared this instrument, have not performed a title examination of the subject realty and therefore make no opinion or warranty as to the quality of title, nor have said attorneys participated in any real estate closing involving this instrument. The parties to this instrument agree they have reviewed, understand and agree to the terms of this instrument, and that the attorney/client relationship between the client(s) ordering and paying for this instrument and attorneys preparing this instrument is strictly limited to the instrument's preparation.*

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 3453, Page 0613, Book 3453, Page 0616, Book 3417, Page 949 and Book 3417, Page 955 and being reflected on plat(s) recorded in Map/Plat Book 79, Pages 173-176 and Map/Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Catawba County Registry.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

1. **Ad Valorem Taxes for the year 2020 and subsequent years not yet due and payable.**
2. **Declaration of Covenants, Conditions and Restriction recorded in Book 3484, Page 728, Catawba County Registry (the "Declaration") and amendments thereto.**
3. **All Matters as shown on plat made by Civil & Environmental Consulting, Inc., dated \_\_\_\_\_, and entitled "Final Plat of Trivium Corporate Center, Inc., Phase Three", which plats were filed \_\_\_\_\_, and recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_, Catawba County Registry.**
4. **The terms and provisions set forth in Exhibit C attached hereto and made a part hereof.**

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

**TRIVIUM CORPORATE CENTER, INC.**

By: \_\_\_\_\_  
Warren Wood, President

State of North Carolina  
County of \_\_\_\_\_

(Official/Notarial Seal)

I certify that the following person personally appeared before me this day, and acknowledged to me that he signed the foregoing document in the capacity indicated on behalf of the Corporation:

**Warren Wood, President of Trivium Corporate Center, Inc. (f/k/a Park 1764 Development Corporation)**

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

My Commission Expires:

\_\_\_\_\_

## EXHIBIT A

BEING all of Lot 12 (the "Property") as shown plat recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Catawba County Registry (the "Plat"), and consisting of approximately 22.335 acres and being according to the Plat entitled "Final Plat of Trivium Corporate Center, Inc. Phase Three" prepared by James Jetter Pittman, PLS of Civil & Environmental Consultants, Inc. and dated January \_\_\_\_, 2020, to which reference is hereby made for greater certainty in description.

Together with and subject to all rights, benefits and easements benefitting the property described herein set forth in the Declaration of Protective Covenants and Restrictions in Book 3484, Page 728, Catawba County Registry and all amendments thereto.

This conveyance is subject to the Conditional Repayment Terms as set forth on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

REPAYMENT SCHEDULE

The Declarant's (Trivium Corporate Center, Inc.) motivation and authority for the development of Trivium Corporate Center is to facilitate development in order to increase the tax base and create new jobs. To accomplish this it is essential that an owner, its successors and assigns, improve and utilize its parcel as expeditiously as possible. Therefore, except as otherwise provided in a written agreement between the County of Catawba ("County") and/or the City of Hickory ("City") and \_\_\_\_\_ ("                    " or the "Company") the Declarant, its successors and assigns, on behalf of the County or the City reserves the right to require repayment be made by \_\_\_\_\_ to the County or to the City as requested by the County or by the City pursuant to Paragraph \_\_\_\_ of the County and \_\_\_\_\_ Economic Development Agreement dated \_\_\_\_\_, 2020 (the "County Agreement") or pursuant to Paragraph \_\_\_\_ of the City and \_\_\_\_\_ Economic Development Agreement dated \_\_\_\_\_, 2020 (the "City Agreement") as more particularly described therein.

To confirm these terms, the Grantee signs and acknowledges these obligations as set forth on Schedule I attached hereto.

Notwithstanding the foregoing, these terms and the obligations set forth herein are personal to \_\_\_\_\_ and shall not run with the land and be binding on any grantee of \_\_\_\_\_ with respect to the property conveyed by this deed or any successors or assigns thereof.

## EXHIBIT C

### RESERVATION OF EASEMENT RIGHTS

Grantor reserves for itself, its successors and assigns, the proposed Sanitary Sewer and Trail Easement, that being \_\_\_\_\_ square feet and additionally the proposed 10 Foot Landscape Easement and proposed Storm Drainage Easement of \_\_\_\_\_ square feet and other Trail, Grading and Temporary Access Easements being noted and all as being a part of Lot 12 as shown and recorded in Plat Book \_\_, Page \_\_\_\_\_, Catawba County Registry with the purposes for said Easements being as more particularly described and defined in the Declaration of Covenants, Conditions and Restrictions for Trivium Corporate Center, Inc. recorded in Book 3484, Page 728, Catawba County Registry and all of the Amendments thereto.

SCHEDULE I

Grantee joins in this Special Warranty Deed for the purposes of acknowledging the obligations described on Exhibit B and (ii) agreeing to the terms of Exhibit C.

\_\_\_\_\_  
(Grantee Full Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

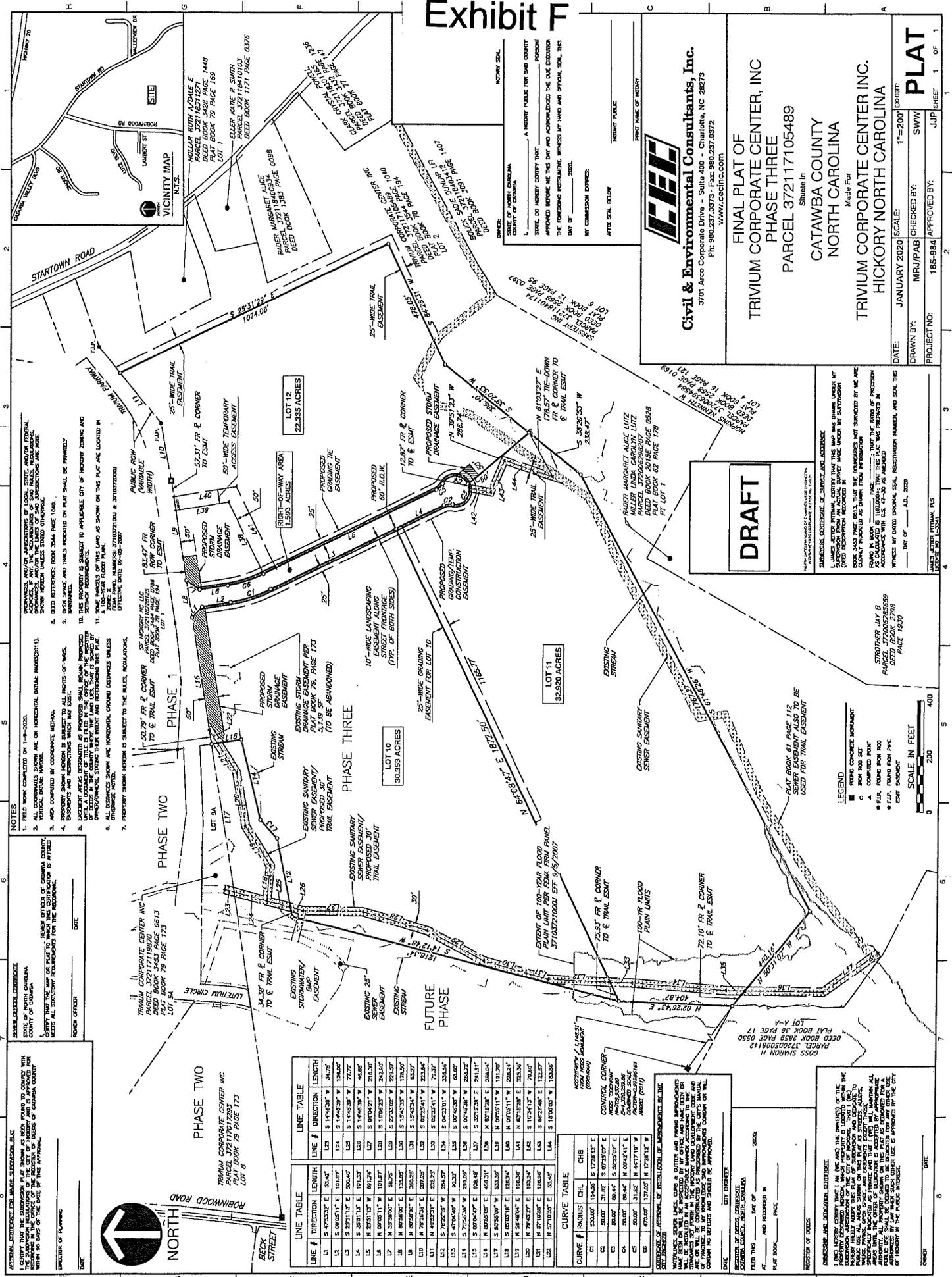
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument in the capacity indicated on behalf of the \_\_\_\_\_.

WITNESS my hand and Official Seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
☞ NOTARY SEAL

# Exhibit F



- NOTES**
1. FIELD WORK COMPLETED ON 1-14-2020.
  2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  3. AREA COMPUTED BY COORDINATE METHOD.
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  7. PROPERTY SHOWN HEREON IS SUBJECT TO THE RULES, REGULATIONS, ORDINANCES AND DECISIONS OF THE CITY OF CHARLOTTE.

**PHASE TWO**

TRIVIMUM CORPORATE CENTER, INC.  
 PARCEL J7211811293  
 PLAT BOOK 79 PAGE 173  
 LOT 6

**PHASE THREE**

TRIVIMUM CORPORATE CENTER, INC.  
 PARCEL J7211811293  
 PLAT BOOK 79 PAGE 173  
 LOT 6

**FUTURE PHASE**

**LINE TABLE**

LINE #	DIRECTION	LENGTH	CHB
L1	S 144°02'00" W	24.20	
L2	S 144°02'00" W	10.42	
L3	S 090°11'00" E	10.42	
L4	S 090°11'00" E	10.42	
L5	S 090°11'00" E	10.42	
L6	S 090°11'00" E	10.42	
L7	S 090°11'00" E	10.42	
L8	S 090°11'00" E	10.42	
L9	S 090°11'00" E	10.42	
L10	S 090°11'00" E	10.42	
L11	S 090°11'00" E	10.42	
L12	S 090°11'00" E	10.42	
L13	S 090°11'00" E	10.42	
L14	S 090°11'00" E	10.42	
L15	S 090°11'00" E	10.42	
L16	S 090°11'00" E	10.42	
L17	S 090°11'00" E	10.42	
L18	S 090°11'00" E	10.42	
L19	S 090°11'00" E	10.42	
L20	S 090°11'00" E	10.42	
L21	S 090°11'00" E	10.42	
L22	S 090°11'00" E	10.42	
L23	S 090°11'00" E	10.42	
L24	S 090°11'00" E	10.42	
L25	S 090°11'00" E	10.42	
L26	S 090°11'00" E	10.42	
L27	S 090°11'00" E	10.42	
L28	S 090°11'00" E	10.42	
L29	S 090°11'00" E	10.42	
L30	S 090°11'00" E	10.42	
L31	S 090°11'00" E	10.42	
L32	S 090°11'00" E	10.42	
L33	S 090°11'00" E	10.42	
L34	S 090°11'00" E	10.42	
L35	S 090°11'00" E	10.42	
L36	S 090°11'00" E	10.42	
L37	S 090°11'00" E	10.42	
L38	S 090°11'00" E	10.42	
L39	S 090°11'00" E	10.42	
L40	S 090°11'00" E	10.42	
L41	S 090°11'00" E	10.42	
L42	S 090°11'00" E	10.42	
L43	S 090°11'00" E	10.42	
L44	S 090°11'00" E	10.42	
L45	S 090°11'00" E	10.42	
L46	S 090°11'00" E	10.42	
L47	S 090°11'00" E	10.42	
L48	S 090°11'00" E	10.42	
L49	S 090°11'00" E	10.42	
L50	S 090°11'00" E	10.42	

**LINE TABLE**

LINE #	DIRECTION	LENGTH	CHB
L1	S 144°02'00" W	24.20	
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L16	S 090°11'00" E	10.42	
L17	S 090°11'00" E	10.42	
L18	S 090°11'00" E	10.42	
L19	S 090°11'00" E	10.42	
L20	S 090°11'00" E	10.42	
L21	S 090°11'00" E	10.42	
L22	S 090°11'00" E	10.42	
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L46	S 090°11'00" E	10.42	
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L48	S 090°11'00" E	10.42	
L49	S 090°11'00" E	10.42	
L50	S 090°11'00" E	10.42	

**CURVE TABLE**

CURVE #	RADIUS	CHB
C1	330.00'	17.2812' E
C2	315.00'	17.2812' E
C3	315.00'	17.2812' E
C4	315.00'	17.2812' E
C5	315.00'	17.2812' E
C6	315.00'	17.2812' E
C7	315.00'	17.2812' E
C8	315.00'	17.2812' E
C9	315.00'	17.2812' E
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C44	315.00'	17.2812' E
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C47	315.00'	17.2812' E
C48	315.00'	17.2812' E
C49	315.00'	17.2812' E
C50	315.00'	17.2812' E

**LEGEND**

- CONCRETE MONUMENT
- IRON PIPES
- COMPUTED POINT
- FUR FOUND FROM ROD
- FUR FOUND FROM PVE
- EXIST. EASEMENT

**SCALE IN FEET**

0 200 400

**APPROVED FOR SUBMISSION:**

DATE: \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

DATE: \_\_\_\_\_

**Civil & Environmental Consultants, Inc.**  
 3701 Ace Corporate Drive - Suite 400 - Charlotte, NC 28273  
 Ph: 980.237.0373 - Fax: 980.237.0372  
 www.cecinc.com

**FINAL PLAT OF**  
**TRIVIMUM CORPORATE CENTER, INC**  
**PHASE THREE**  
 Parcel 372117105489  
 Situate in  
**CATAWBA COUNTY**  
**NORTH CAROLINA**  
 Made For  
**TRIVIMUM CORPORATE CENTER INC.**  
**HICKORY NORTH CAROLINA**

**DRAFT**

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**APPROVED BY:** \_\_\_\_\_

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DATE: \_\_\_\_\_

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**APPROVED BY:** \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED FOR SUBMISSION:**

DATE: \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

DATE: \_\_\_\_\_

# Exhibit G

FILED Catawba County  
on Dec 13, 2018 at 04:40:00 pm

Excise Tax \$0.00 (AT)

INST. # 20612

DONNA HICKS SPENCER,  
Register of Deeds

Ek 03484 Pg 0728-0754

DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
TRIVIUM CORPORATE CENTER  
DATED AS OF AUGUST 14, 2018

WEB

✓  
PREPARED BY & RETURN TO: Terry M. Taylor, Esq.  
P.O. Drawer 2428  
Hickory, NC 28603

242566.1  
CHAR2\2086405v1

27

**DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

0729

*Trivium Corporate Center  
Catawba County  
North Carolina*

**Witnesseth** WHEREAS Trivium Corporate Center, Inc. "Declarant" owns certain real property in Catawba County, North Carolina, which is located within the City of Hickory, North Carolina referred to in Article I; and

WHEREAS, Declarant intends that the real property now or hereafter made subject to this Declaration be developed as a Business park to be known as Trivium Corporate Center (sometimes referred to as the "Center"); and

WHEREAS, it is the purpose of this Declaration to insure the proper development of such real property; to protect and enhance the values and amenities of all properties within the Center; to ensure the proper use, appropriate development and improvement of such property; to protect against the construction of improvements and structures built of improper or unsuitable materials; to provide for a method for the maintenance and continued improvement of common areas thereof; and in general to encourage construction of high-quality, permanent improvements that will promote the general welfare of all existing and future owners and occupants.

WHEREAS, no construction or improvements on any of the property(s) subject to covenants and restrictions contained herein shall be initiated without first obtaining any and all local, state and federal permits or approvals. Furthermore, any approvals granted by the Declarant are intended solely for the purposes of compliance with the standards contained herein; and such approvals shall not be construed to alleviate the necessity to obtain appropriate governmental permits and approvals.

NOW, THEREFORE, the Declarant does hereby declare that the Property, as hereinafter defined, now called Trivium Corporate Center, and such additions thereto as may be hereafter made pursuant to Article II

hereof, is and shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**Article I – DEFINITIONS**

*Additional Property*

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

*Common Areas*

any real property, other than the initial properties, made subject to this Declaration pursuant to the provisions herein.

*Declaration*

those areas which are intended for the common use or benefit of the Owners and Occupants and which are so designated by the Declarant in a recorded plat map or other recorded instrument, which shall be limited to (a) a monument/Park identification sign at the Startown Road and Robinwood Road entrance areas and the area surrounding the sign, including landscaping and lighting, (b) landscaping parcels, berms along the public road rights of way, (c) a storm water system, including, but not limited to, one or more retention/detention ponds and facilities, and (d) walking trails and other shared areas. Common Area may be owned by the Declarant, an Owner or Owners, an Owner's Association, or dedicated to a public or quasi-public entity.

*Declarant*

this Declaration of Covenants and Restrictions for the Trivium Corporate Center, as same may be amended from time to time.

*Improvement(s)*

Trivium Corporate Center, Inc.

all structures or other improvement(s) to a Parcel of any kind whatsoever whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, pipelines, storm drainage system, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.

*Intent of Use*

0731

*Occupant*

the intended explicit use of a Parcel by the Owner or Occupant.

*Operation Plans and Improvements*

any Person legally entitled to occupy and use all or any part or portion of a Parcel.

*Owner*

complete plans, improvements, and activities which the Owner intends to implement on its Parcel.

*Parcel*

the record owner other than the Declarant, whether one or more persons or entities, of any Parcel.

*Parcel Deed*

each part of the Properties, the size and dimension of which shall be established by the legal description in the Parcel Deed conveying such Parcel or in a subsequent deed or plat map which subdivides a Parcel; provided, however, except as otherwise specifically and expressly provided in Section 3.28 of this Declaration. A Parcel may also be established by the Declarant by an instrument in writing executed, acknowledged and recorded by the Declarant which designates a part of the Properties as a Parcel for the purposes of this Declaration.

*Parcel Site Plan*

the deed of the Declarant or its successor conveying a Parcel to an Owner.

*Permitted Operations & Use*

the Parcel Site Plan provided for in Section 3.02 of this Declaration.

*Person*

explicit uses as defined in Section 3.07 of this Declaration, but not limited to those explicit uses.

*Prohibited Operations & Uses*

a natural person, firm, corporation, partnership or any legal entity, public or private.

*Property or Properties*

explicit uses prohibited as defined in Section 3.08 this Declaration, but not limited to those explicit prohibitions.

the real property described in Article II of this Declaration and by this reference made a part hereof and any Additional Property made subject to this Declaration as provided in Section 2.02 of this

*Surface Drainage*

Declaration. The Property is sometimes referred to herein as the "Center".

0732

drainage ways, whether natural or manmade, which enable the flow of surface water in a desirable manner to drainage outlets (i.e. rivers, streams, channels, storm water retention lagoons, etc.).

**Article II – PROPERTY SUBJECT TO THIS DECLARATION  
AND ADDITIONS THERETO**

*2.01 Properties*

All of the initial real property constituting the Center, being those lands more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

*2.02 Subjecting Additional Property to this Declaration*

Declarant may subject Additional Property to the provisions of this Declaration at any time or from time to time as the Declarant in its discretion may determine by the filing of record with the Register of Deeds of Catawba County, North Carolina, a "Supplemental Declaration of Protective Covenants and Restrictions for the Trivium Corporate Center" for each such addition, provided that such Supplementary Declaration makes specific reference to this Declaration and describes the Additional Property. Each Supplementary Declaration may contain such additions and modification of this Declaration to be applicable solely to the Additional Property as the declarant may choose. The Declarant is not bound to add to this Declaration any Additional Property. The Additional Property which is added hereto by the Declarant need not, but may, be improved. Additional Property made subject to this Declaration shall be contiguous to the Properties (including Additional Property previously added).

*2.03 Unaffected Property*

This Declaration shall have no force nor effect as to any real property, whether owned by the Declarant or by others, except that real property specifically described as set forth in Section 2.01 or 2.02 hereof

**Article III – REGULATIONS GOVERNING USES AND IMPROVEMENTS**

*3.01 Control of Uses and Improvements*

All Owners shall submit to the Declarant in writing Operational Plans and Improvements for review in

order to show their intent of use. No improvement shall be constructed, placed, or maintained or permitted on any parcel without the prior written approval by the Declarant. Owners shall submit Operational Plans and Improvements' specifications for review to the Declarant in the manner hereinafter set forth.

0733

Approval of site plans by Declarant does not in any way relieve the Owner from the necessity of obtaining permits and other approvals as required to comply with local, state, or federal laws and regulations.

Trivium Corporate Center, Inc., acting as the Declarant under this Declaration, and is not subject to rules of law applicable to governmental bodies acting in a legislative or quasi-judicial capacity. Moreover, any consents or approvals given by Declarant pursuant to this Declaration shall not be construed as an approval or consent by the City of Hickory or Catawba County pursuant to its ordinances or regulations.

### *3.02 Submissions to Declarant*

Prior to construction the Owner shall deliver to the Declarant in form reasonably satisfactory to the Declarant two complete sets of the following:

- (1) The Parcel Site Plan showing the location and dimensions of the following improvements:
- a) perimeter of all proposed buildings on the parcel;
  - b) vehicular parking areas;
  - c) on-site roads;
  - d) points of ingress and egress;
  - e) loading and service areas;
  - f) easements of record;
  - g) easements reserved by the Declarant or allotted by the Owner for providing other services to the Parcel;
  - h) tie-in points with water and effluent collector lines;
  - i) landscape planting and watering plans;
  - j) signs;
  - k) outside lighting; and
  - l) fencing.

(2) Drawings of proposed building elevations and other structures, including fences, and description of exterior construction materials and colors to be used.

(3) Grading and drainage plans.

(4) Complete information regarding air emissions and effluent and waste water discharge.

(5) Drawings and design specifications of all proposed signs shown on the Parcel Site Plan.

Provided, HOWEVER, no proprietary information shall be required of an Owner pursuant to any provision of this Declaration.

The Declarant may grant partial approval if less than all of the above plans, specifications and other material are presented to it, but no Improvement shall be occupied until all of the above items have been reviewed and approved (or deemed approved) by Declarant.

*3.03 Review Time of Parcel Site Plan and Data*

Within thirty (30) days after the Owner has served written notice upon the Declarant that it has submitted Parcel Site Plans and data to the Declarant, the Declarant shall notify the Owner in writing whether such Parcel Site Plans and data are approved or disapproved. The Declarant reserves the right to approve or disapprove in its sole discretion. Should the Declarant fail to approve or disapprove the Parcel Site Plans and data in writing within the said thirty (30) day period, then the Declarant's approval shall be conclusively presumed to have been granted. No construction of the Improvements provided for in the submitted Parcel Site Plans and data shall be commenced until the expiration of the aforementioned thirty (30) day period without disapproval or the receipt of the Declarant's written approval (or partial approval) of Parcel Site Plans and data, whichever shall first occur.

*3.04 Time for Review of Revised Parcel Site Plans and Data*

If the Declarant shall disapprove any part of the Parcel Site Plans and data submitted as aforesaid, the Owner shall revise its Parcel Site Plans and data to incorporate such changes and shall deliver two (2) complete sets of revised Parcel Site Plans and data to the Declarant and the Declarant shall have fifteen (15) days after receipt within which to review such revised Parcel Site

*3.05 Changes in Approved Parcel Site Plans and Data*

Plans and data to determine the Owner's compliance with the Declarant's requested changes. Should the Declarant fail to advise the Owner in writing of whether or not such revised Parcel Site Plans and data are in compliance with the suggested changes within the fifteen (15) day period, then the Declarant's approval shall be conclusively presumed to have been granted.

*3.06 Intent of Use*

The Owner shall submit to the Declarant for approval any change or revision in approved Parcel Site Plans and data in the manner provided in this Article for the approval of Parcel Site Plans and data. If Declarant does not object to a non-material change or revision, that is a change or revision that deals primarily with aesthetic matters (landscaping materials and location, colors, fence materials and location, signs, ancillary structure location, driveway and parking lot material, etc.) within fifteen (15) business days after receipt, such change or revision shall be deemed approved. As to all other changes and revisions, the time period shall be thirty (30) days after receipt.

*3.07 Permitted Operations & Uses*

The Owner shall submit to the Declarant in writing according to Section 3.01 the intended use or uses of the proposed facility at the time of submission of the Parcel Site Plans and data. Descriptions of the use or uses should be in detail, provided, however, no proprietary information shall be required of an Owner pursuant to any provision of this Declaration. Operations and uses which are neither specifically prohibited nor specifically authorized in this Declaration may be permitted in a specific case if operational plans and specific uses are submitted to and approved in writing by the Declarant. The Declarant may deny a request for a specific use if Declarant determines that such use (or activities associated with such use) will cause an undue fire hazard. Time considerations for approval shall follow the procedures set forth in Section 3.03. Should the Declarant disapprove of the intended use in writing, the Owner may resubmit an alternate use or uses utilizing the same procedures as detailed in this Section.

*3.08 Prohibited Operations & Uses*

Uses within the Park are intended to be light industrial uses, general office, office operations, warehousing and distribution, except as otherwise provided herein.

The following operations and uses are prohibited: drilling for and/or removal of oil, coal, gas, or other

hydrocarbon substances; residential, including trailer courts; labor camps; junk yards; commercial excavation of building or construction materials; distillations of bones; dumping, disposal and/or incineration of garbage, sewage, offal, dead animals or refuse; fat rendering; stock yard or slaughter of animals; refining of petroleum or its products; smelting of iron, tin, zinc, or other ores; hog, cattle, chicken or other animal raising; scrap yard storage; retail or wholesale commercial stores open to the public at large; lumberyard, coal or wood yard; stone or monument works; auto wrecking, salvage yards; used materials yards; outdoor storage or baled or waste scrap paper, rags, scrap metals, bottles or other junk; bag cleaning, boiler and tank works; central mixing plant for asphalt, mortar, plaster or concrete; any quarry operations. The following operations and uses shall be permitted only as an ancillary use in connection with a permitted primary use: automotive garage repair or sales facility; building material storage; towers for wireless radio, cellular, television, or other services (but see Section 3.31 regarding reservation for utility or communication tower by Declarant); distribution and warehouse (provided that distribution and warehouse use may be permitted as a primary use of a Parcel with the written consent of Declarant) and any use specifically prohibited by law. Notwithstanding the foregoing no use or operation shall be permitted on any Parcel that constitutes a nuisance, or violates any federal, state or local law, ordinance, rule or regulation.

### *3.09 Approvals Responsibilities*

The Declarant will be reviewing each Intent of Use and Parcel Site Plans and data for the purpose of judging its compatibility with the plan and scheme of development for the Park. Declarant will not review Intent of Use and Parcel Site Plans and data for structural, architectural or engineering soundness, for compliance with laws, rules or regulations, or for fitness for any purpose. Accordingly, to the extent permitted by applicable law, neither the Declarant nor its agents, employees, members, successors and assigns shall be liable for damages to any Owner or to any other Person relating to the structural, architectural or engineering soundness, compliance with any laws, rules or regulations, or fitness for any purpose of the Intent of Use and/or Parcel Site Plans and data. Every Person who submits Intent of Use, Parcel Site Plans and data to the Declarant for approval as herein provided agrees by submission of such Intent of Use, Parcel Site Plans and data and every Owner or

Person claiming by or through an Owner agrees by acquiring title to any part of the Properties or any interest in the Properties, that it will not bring any action or suit against the Declarant or any one or more of them, their

respective agents, employees, members, successors or assigns to recover any such damages.

Any approval or consent given by Declarant in writing and referring specifically to this Declaration shall be effective to bind the Declarant to the person or entity to whom the approval or consent is addressed as to the specific item or items contained in such approval or consent, whether or not the person or entity addressed therein is an Owner at the time such approval or consent was given, and regardless of whether or not this Declaration has been executed or recorded. It is contemplated that certain approvals and consents may be requested by a person or entity contemplating the purchase of a Parcel prior to the closing of such Parcel.

*3.10 Assignment of Declarant's Powers and Rights*

The Declarant may delegate and assign to any designated and appropriate assignee, the powers and rights under Article III with respect to review of Intent of Use, Parcel Site Plans and data submitted to the Declarant.

*3.11 Improvements Generally*

No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with the provisions of this Article III and is approved by the Declarant in the manner provided in this Article III.

*3.12 Government Regulations*

All Improvements and construction must be in compliance with local, state, and federal regulations, including without limitation, standards for building and construction, land use, air emissions, sanitary systems, industrial effluent, noise levels and regulations of the Federal Aviation Administration. In the event such other regulations are less restrictive than the regulations set out herein, then the more restrictive provision of these regulations shall apply.

*3.13 Building to Land Ratio*

No specific ratio of building area (footprint) to total Parcel size is proscribed; rather, Declarant in reviewing a Parcel Site Plan may establish minimum ratios of building area (footprint) to total Parcel size as Declarant deems appropriate for the Parcel, the intended structures and the intended uses; provided,

3.14 Set Back Lines

however, that no initial structure shall be smaller than 35,000 square feet.

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3.15 Heights Limitations

No specific front, rear or sideline set back distances (maximum or minimum) are proscribed; rather, Declarant in reviewing a Parcel Site Plan may establish minimum and maximum set back distances as Declarant deems appropriate for the Parcel, the intended structures and the intended uses; provided that each Parcel will be subject to the setback regulations established by applicable governmental regulations. However, building setbacks along Startown Road shall be a minimum of 300 feet and along Robinwood Road a minimum of 100 feet.

3.16 Exterior Wall Systems/Building Specifications

Improvements erected on the Properties shall not exceed 40 feet above the nearest road and seventy (70) feet in height overall (but *see* Section 3.31 regarding communication tower by Declarant); provided, however, that water towers or tanks, stand pipes, structures for housing elevator equipment, stairways, ventilating fans or other similar equipment required to operate and maintain the building(s), fire or parapet walls, skylights, tanks, cooling and other towers, wireless Internet, masts, flagpoles, gravity flow storage, mixing towers and/or silos, or similar structures may exceed this height with the written approval of the Declarant.

A. Except as provided in D below, exterior wall systems shall be constructed by using concrete brick masonry, common brick, concrete, tile blocks, tile bricks, glass, stone, concrete tilt panels, pre-cast concrete panels or other material, specifically approved by the Declarant.

B. Exterior wall systems must be designed to conceal any visible portion of the roof system, except as provided in D below. If parapets are used for this purpose, they must extend to a minimum height to conceal the roof system. This shall not preclude or require the concealment of gables or similar roofs of a design or materials approved by the Declarant.

C. All exterior walls made from concrete, or that otherwise have an unfinished appearance, must be painted or stained with a quality exterior grade paint or stain approved by Declarant.

D. An expansion wall which does not meet the

requirements of this Section may be allowed to be built with written approval from the Declarant, which approval may contain conditions, including a minimum time period between the initial construction and the commencement of the expansion. An expansion wall cannot contain metal siding. All expansions must comply with the requirements under Section 3.16 A, B, and C unless a second expansion is planned. If a second expansion is planned after the first expansion, then an expansion wall may be allowed after the completion of the first expansion. Expansion walls can only be on one side of the building and cannot face a road which is adjacent to the Parcel where the expansion is to occur. The expansion wall must be adequately screened from other facilities in the Center.

*3.17 Vehicular Parking*

The parking and storage of all motor vehicles by occupants, their guests, invitees and licensees, shall be within the Parcel boundaries. Sufficient parking spaces (a minimum and size determined by the City of Hickory Zoning Ordinance) must be provided by the Owner in areas designated for such purposes. Parking areas and all driveways shall be constructed with asphalt or concrete and shall include adequate drainage facilities to dispose of surface water.

*3.18 Loading Areas*

All loading and receiving shall be conducted entirely on the building site at loading/receiving areas which shall not be permitted in the front yard of any building site. Loading and receiving areas shall be located and screened so as to minimize their visibility from any neighboring Parcel or street.

*3.19 Outdoor Storage and Equipment*

No articles, goods, materials, supplies, incinerators, storage tanks, refuse containers or like equipment shall be stored in any area on a Parcel except inside a closed building or behind a visual, natural vegetation barrier screening such areas from the view of adjoining properties and/or public streets unless explicit written approval is provided to the Owner by the Declarant. Water towers, storage tanks, transformers, pump houses, processing equipment, cooling towers, communication towers, vents, stacks, skylights, mechanical rooms and other structures or equipment (whether freestanding or roof mounted) shall be architecturally compatible with the primary structure and designed and located to minimize their public view.

*3.20 Utilities*

This regulation shall not be enforced during construction.

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*3.21 Easements*

All "on-site electrical lines and telephone lines shall be placed underground *in accordance* with the requirements of the respective utilities. Transformer or terminal

equipment shall be visually screened from view from streets and adjacent properties.

*3.22 Storm Drainage and Grading*

The Declarant reserves unto itself its successors and assigns an easement or easements of sufficient width for construction, operation, maintenance and repair of utility lines overhead, and utility lines, pipes and conduits underground, through an area of not more than twenty (20) feet in width adjacent to the boundary lines of a Parcel, unless otherwise reserved, provided that the exercise of such rights shall not unreasonably interfere with the Owner's use and enjoyment of the Parcel, or cause a violation by the Owner of any laws, rules or regulations, and shall be exercised in a manner most consistent with such use and enjoyment, and without cost, expense or liability to the Owner, and will not interfere with any existing or planned structure or other Improvement.

All Owners shall provide details of proposed storm drainage systems to the Declarant for approval and shall include detailed drawings, specifications, and locations concerning all applicable storm drainage improvements, including but not limited to impoundment facilities, underground piping, catch basins, headwalls, ditches and swales from each building site to any designated drainage easements within the Properties. All such drainage plans and facilities shall likewise comply with all rules, regulations and requirements of the City of Hickory and/or other governmental authority(ies) having jurisdiction thereof. The Declarant may elect to require that the Owner provide any on-site drainage facilities on any Parcel or provide connections to off-site drainage facilities in the Common Area or otherwise.

*3.23 Landscaping/Fencing*

No grading, excavation work or alteration of natural surface drainage or manmade surface drainage is permitted without prior written approval of the Declarant. Proof shall be provided by the Owner to the Declarant that such grading, excavation work or

alteration of natural surface drainage or manmade surface drainage shall not create or cause adverse effects on adjoining Properties or Parcels.

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A. A landscape buffer shall be provided along all public roads as approved in writing by Declarant. Unless otherwise approved by Declarant, landscape materials, consisting of grass, shrubs, trees and/or other materials in conformance with the landscaping plan which shall be a part of the Parcel Site Plans set forth in Section 3.02, are required alongside and rear yard areas, parking areas in order to break up the impervious area, and areas between buildings and pavement. All areas of the Parcel not otherwise improved shall be landscaped and/or maintained in a manner consistent with sound erosion control practices.

B. Landscaping practices shall be consistent with the surrounding environment and ecosystem typical to the area. Natural buffers, including the usage of trees, natural areas, landscaping and berming is encouraged. Each Owner shall maintain the landscape materials on its Parcel in a healthy condition.

C. Landscaping design is a part of the Parcel Site Plan and shall require the approval of the Declarant as set forth in Section 3.02.

D. Fencing shall be permitted under the following conditions:

- a) Visible fencing paralleling any public roads shall be decorative aluminum. Design shall be approved as a part of the Parcel Site Plan.
- b) Visible chain link fencing within 100' of any public road shall be coated in a color to minimize the transition from the aluminum decorative color to the uncoated chain link fencing color.

### 3.24 Signage

### 3.25 Illumination of Buildings and Parking Areas

### 3.26 Refuse / Outside Storage

The size, shape, design and location of all signs shall conform to applicable governmental regulations and according to a sign plan as adopted by Declarant as a part of Design guidelines.

Any lighting of buildings and parking areas shall conform to applicable governmental regulations.

Waste must be disposed of by Occupants in accordance with applicable laws and regulations. The Occupant's Parcel shall not be used or maintained as a dumping ground for rubbish or junk. Trash, garbage or other waste shall not be kept on a Parcel, except temporarily in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No outdoor refuse collection areas shall be exposed to public view. When it is necessary to store or keep such materials in the open, the lot or area shall be fenced with screening foliage at least high and dense enough to screen the materials from site at ground level; said storage shall be limited to the rear two-thirds of the property.

*3.27 Provisions for Flood Hazard Reduction*

Bulk storage above ground of all liquids, including gasoline and petroleum products on the outside of the buildings shall be permitted only in locations as approved by the Declarant in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

*3.28 Subdivision – Re-Subdivision*

New construction or substantial improvement of any structure within the Park falling in areas of special flood hazard as defined by and on a Flood Insurance Rate Map (FIRM) and/or Flood Hazard Boundary Map (FHBM) shall have a registered professional engineer or registered architect to certify that the improvements meet the standards of all local, state and federal rules and ordinances. Such certification shall be provided to the Declarant as part of the Parcel Site Plans and data set forth in Section 3.02.

*3.29 Repurchase Rights*

No Parcel may be subdivided without the written permission of Declarant, provided that no resulting Parcel shall contain less than ten (10) acres (but see Section 3.31 regarding communication tower by Declarant), unless written approval has been granted by Declarant and further provided that each resulting Parcel shall be subject to the same time schedule for development as provided in 3.29 as if the subdivided Parcel or Parcels had been separate Parcels at the time of purchase by the original owner.

No Parcel may be subdivided without the written permission of Declarant, provided that no resulting Parcel shall contain less than ten (10) acres (but see

3.30 Cost of Improvements

3.31 Public and/or Private Utility

Section 3.31 regarding communication tower by Declarant), unless written approval has been granted by Declarant and further provided that each resulting Parcel shall be subject to the same time schedule for development as provided in 3.29 as if the subdivided Parcel or Parcels had been separate Parcels at the time of purchase by the original owner.

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All improvements set out in the Parcel Site Plans shall be at the sole cost of Owner.

Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves for itself and its assigns the right to create a Parcel of no less than two (2) acres within the Property and to construct and operate a Communications Tower, Power Substation or other public or private utility thereon as the primary use. The height restrictions contained herein shall not apply to such utility, communications tower or power substation. No person other than Declarant, its assigns, its contractors and tenants, shall have the right to use a Parcel for a communications tower or power substation or other utility as the primary use. Except as provided herein, the Declarant shall have no greater rights with respect to the ownership of such Parcel than any other Owner in the Park.

**Article IV – PARCEL MAINTENANCE**

4.01 Owner's Maintenance

It is the intention of the Declarant that the Property constitutes an attractive and quality development with a view toward preserving the functional aesthetics of the area to the greatest extent possible with the intended development. To facilitate such intention, each Owner shall at all times maintain all Improvements in a neat and attractive appearance and free from debris, consistent with the nature of the Improvements and the operations of the Parcel. All unimproved areas shall be kept by the Owner in a neat and attractive manner consistent with the natural surroundings. If any Improvement is damaged by fire, storm or other casualty, or if any Improvement is abandoned, it shall be repaired or removed promptly by the Owner and not allowed to deteriorate or to become an eyesore. The obligations of an Owner under this paragraph are hereinafter known as "Owner's Maintenance".

**Article V – COMMON AREA AND MAINTENANCE**

WEB

*5.01 Land to be Maintained*

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A. Common Area shall be maintained as herein provided. In addition, the Declarant may designate as Common Area for maintenance purposes, by instrument duly recorded, any part or all of the land (i) within the private easement areas or within dedicated rights-of-way within or used in connection with the Properties (if clearly identified as "Private") or (ii) on which there may be facilities or improvements on property now or formerly of the Declarant which are intended for the general use and benefit of the Owners and Occupants.

B. The designation of Common Area may be made by the Declarant at any time and from time to time until the Declarant ceases to own any part of the Properties or the Additional Property or upon such time that the Declarant and the Owners form an Owner's Association (which shall be a nonprofit North Carolina corporation adopting its own bylaws, and establishing voting rights for each Parcel Owner based on the percentage of land owned by such Owner in relation to the total land subject to this Declaration, but granting to Declarant certain extraordinary voting rights for a prescribed time period and/or during the time Declarant owns Property subject to this Declaration) for the purposes of conducting common area maintenance and performing such other duties and responsibilities, and exercising such authority, as Declarant may from time to time delegate or assign to it.

*5.02 Declarant's Maintenance and Operation Obligations*

A. Until the Declarant shall have assigned its rights and obligations as respects the Common Area and other maintenance and operation obligations to an Owner's Association or until the expiration of this Declaration set forth in Section 6.10, it shall maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed such Common Area in a clean, sightly, safe and first-class condition (hereinafter called "Maintenance.") Such Maintenance to the extent not performed by any governmental authority or required to be performed by an Owner shall include:

- (i) the repair, replacement, renewal and cleaning of all lighting fixtures, signs, entrance monuments and markers, traffic control signals and signs;
- (ii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping,

hardscape and recreational areas or any other areas designated as Common Areas;

(iii) the operation, maintenance, repair, replacement and renewal of any common drainage system (Site specific drainage not included). The Cost of Maintenance within dedicated street rights of way which are not identified as Common Areas shall exclude repairs or reconstruction of such publically maintained areas.

B. The cost and expenses of performing the aforesaid Maintenance ("Cost of Maintenance") shall be at competitive rates and shall include, but not be limited to, all costs of materials, electricity, labor, supplies, insurance, taxes and special assessments. The Costs of Maintenance will be limited to the actual costs plus an Administration Fee not to exceed 10% of the other Costs of Maintenance.

C. Each Owner shall pay to Declarant its proportionate share of the Cost of Maintenance required by this Article. The share of the Cost of Maintenance that each Owner shall pay shall be determined by multiplying the total Cost of Maintenance by a fraction, the numerator of which is the total number of acres within the Owner's Parcel and the denominator of which shall be the total number of acres within the Properties subject to assessment. Such obligation shall commence with the date of the delivery of a Parcel Deed and shall be a lien against the Owner's Parcel, which lien shall be subordinate to (i) the lien for ad valorem, real property taxes and (ii) the lien or charge of any recorded first mortgage or deed of trust (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. The Declarant shall be considered an Owner for the purposes of this Section 5.02 to the extent that it owns any part of the Properties.

D. Each Owner's share of the Cost of Maintenance shall be assessed to it by the Declarant no more frequently than quarterly and shall be accompanied by an itemized statement of such costs and the manner in which such Owner's share was determined. Each Owner shall pay the amount shown on the statement within thirty (30) days after receipt. At the request of an Owner Declarant shall deliver copies of all invoices, bills, statements and other materials to support the Cost

of Maintenance.

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E. Upon assignment of the Declarant's rights and obligations with respect to Common Areas and maintenance responsibilities to an Owners Association, the Owner's obligation to share in the Cost of Maintenance with the declarant shall transfer to the Owners Association under those terms and conditions established by the Owners Association.

*5.03 Easements for Common Area Maintenance*

Perpetual, non-exclusive easements for ingress and egress over, under, across, in and upon the Properties (but not so as to interfere unreasonably with Improvements on a Parcel located in accordance with an approved Parcel Site Plan or the permitted use of the Parcel) are hereby declared, created and reserved by the Declarant for the benefit and use of itself and/or any Owner's Association, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to Common Areas and to enter upon the Properties for the purposes of performing the Maintenance required under Section 5.02.

*5.04 Common Area Dedication*

Notwithstanding anything contained in this Declaration to the contrary, the Declarant, and Owner's Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to the County, a municipality, or other public or quasi-public authority, in whole or in part, access roads and any other Common Area or facilities serving the Property. Such dedication and acceptance thereof shall not, in and of itself, relieve the Declarant or an Association, as the case may be, from the obligation of Maintenance of the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the Cost of Maintenance as herein provided.

**Article VI – MISCELLANEOUS SECTIONS**

*6.01 Term*

These covenants and restrictions shall remain in full force and effect until August 14, 2037, at which time they shall terminate; provided, however, that the term thereof shall be extended for successive five (5) year periods unless terminated by the affirmative written consent of Owners representing no less than

three-fourths (3/4) of the area of all Parcels subject to assessment under this Declaration.

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*6.02 Amendment*

This Declaration may be amended (a) by an instrument executed by the Owners representing no less than three-fourths (3/4) of the area of all Parcels subject to assessment under this Declaration or (b) by an instrument executed by Declarant within twenty (20) years from the recordation hereof if such amendment is necessary or desirable in the sole judgment of Declarant to clarify this Declaration or to correct typographical or similar errors or as may be required by a title insurance company or grant minor variances, provided: (i) that Declarant's written consent thereto shall be required to any amendment pursuant to (a) above adopted within twenty (20) years after the date this Declaration is recorded and for so long as the Declarant owns any of the Properties or any Additional Properties which may be subject to this Declaration under the provisions of Section 2.02; and (ii) that the manner of determining the percentage of assessments allocated to each Parcel under Section 5.02 shall not be affected without the consent of the Owners of each Parcel so affected. All amendments shall become effective when recorded in the office of the Register of Deeds of Catawba County, North Carolina.

*6.03 Enforcement*

The covenants, conditions, restrictions, easements, uses, privileges, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of, and may be enforced by, the Declarant, an Owners' Association and each Owner of the Properties or any part thereof, their respective heirs, successors and assigns. The Declarant may enforce the provisions of this Declaration at any time that it owns any part of the Properties or any part of the Additional Property, except with respect to such provisions which relate to the powers and rights delegated or assigned to or vested in an Owners' Association. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. In addition to other remedies

provided herein or allowed by law, the Declarant (and the Owner's Association subsequent to assignment of such right by Declarant) may after written notice and a reasonable time to cure the violation enter upon a Parcel and eliminate, correct or remove such violation and the cost of such action, together with interest thereon at the rate of 8% per annum commencing 30 days after written demand thereof is delivered to the Parcel Owner shall be paid by the Parcel Owner and shall constitute a lien on the Parcel until paid. Furthermore, the Declarant (and the Owner's Association subsequent to assignment of such right by Declarant) may after written notice and a reasonable time to cure the violation impose a fine upon the Parcel Owner in an amount not to exceed \$50.00 (but which may be imposed for each day that a violation continues) for any violation of this Declaration, which shall constitute a lien upon the Parcel until paid. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be allowed by law and be fixed by the Court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to do so shall not be deemed a waiver of the right of any other party having such right nor shall a waiver of one breach constitute a waiver as to another breach whether of the same or different nature. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

The Declarant may also delegate and assign to any designated and appropriate assignee, including the Operations Team identified in the Interlocal Agreement dated August 18, 2014 and updated in June, 2017, among the City of Hickory, Catawba County and Catawba County Economic Development Corporation, any or all of the duties, powers and rights granted to it under this Declaration.

Any Owner who is dissatisfied with a decision by the Declarant or an Owner's Association made through the exercise of discretion as permitted pursuant to this Declaration may require that any controversy, dispute, or claim arising out of, or relating to, such exercise of discretion shall be settled by arbitration pursuant to the

rules then obtaining of the American Arbitration Association, which arbitration shall be held at the offices of the American Arbitration Association in Catawba County, North Carolina. Any award rendered therein shall be final and binding on each and all of the parties and their personal representatives. Expenses of arbitration shall be borne by the nonprevailing party in the arbitration proceeding, unless the selected arbitrator shall determine otherwise. Judgment may be entered upon an arbitration award in any court of competent jurisdiction, and any arbitration notice, process, notice of motion, or application to a court, including application for judgment upon an award, may be served within or outside the State of North Carolina by mail or by personal service, provided that a reasonable time for appearance is allowed. Declarant, the Owner's Association, and each Owner hereby consents to the jurisdiction of any court to which any motion or application shall be made in accordance with this Agreement.

*6.04 Responsibility of Owner*

Each Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions of an Occupant of its Parcel(s).

*6.05 Compliance with Law*

Each Owner shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's Parcel or Improvements thereon.

*6.06 Estoppel Certificate*

Upon the written request of an Owner or any person interested, the Declarant and/or the Association, as the case may be, shall issue a certificate within ten (10) business days setting forth the amount of any delinquent assessment or charge with respect to said Parcel. A reasonable charge not to exceed Fifty Dollars (\$50.00) may be made for issuance of the certificate.

*6.07 Severability*

If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such

event Declarant and all of the then Owners of the Properties shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

*6.08 Owner's Liability, Subsequent Sale, Successor's Obligation*

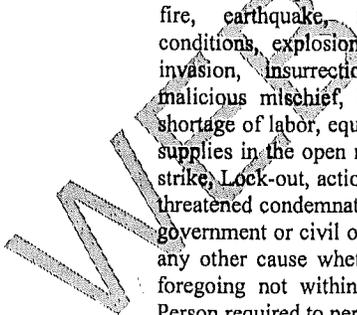
On sale of a Parcel, the Owner so selling shall have no further liability for the obligations with respect to such Parcel which accrues after the date of the recording of the conveyance provided, however, that nothing herein contained shall be construed so as to relieve either the Parcel of any lien arising by reason of such liability or the Owner of such Parcel from any liabilities or obligations incurred or arising under this Declaration for the time prior to such recording.

*6.09 Combination of Parcels*

If two or more adjoining Parcels are acquired by the same Owner in fee, such common ownership may, at the option of such Owner, be combined and treated as a single Parcel for the purposes of this Declaration by an instrument duly recorded, notice of which shall be given to the Declarant, and if in existence, an Owners' Association.

*6.10 Delay in Performance-Force Majeure*

If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, extraordinary weather conditions, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, Lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof, provided the Person claiming the benefit of force majeure shall within five days of the occurrence of any of the aforesaid causes give to the Declarant, and/or others as the case may be, written notice thereof, together with a statement setting forth all the facts evidencing force majeure. At the conclusion of the duration of each such force majeure, written notice shall be given by such



Person of the termination of such force majeure. This force majeure provision shall apply to the Declarant's and each Owner's obligations hereunder except those that require payment of money or review of Intent of Use and Parcel Site Plans and data.

0752

*6.11 Notice*

Any notice required or desired to be given under the Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and received for or (ii) two (2) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, at its last known address as shown on the records of the Declarant, as the case may be, at the time of such mailing or to the Declarant, addressed as follows: P.O. Box 398, Hickory, North Carolina 28603, Attention: City Manager, or to such other address as Declarant shall from time to time designate by written notice to each Owner.

*6.12 Captions – Singular, Plural,  
Gender*

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

WEB

IN TESTIMONY WHEREOF, Trivium has duly executed the foregoing as of the day and year first above written.

0753

Trivium:

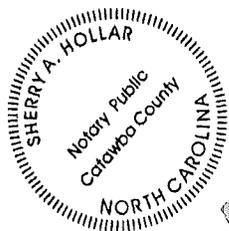
TRIVIUM CORPORATE CENTER, INC.

By: [Signature]  
Warren Wood, President

NORTH CAROLINA  
COUNTY OF CATAWBA

I, Sherry A. Hollar, a Notary Public of Catawba County, North Carolina, do hereby certify that Warren Wood, President of Trivium Corporate Center, Inc., a North Carolina non-profit corporation, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial seal or stamp, this 6 day of December, 2018.



[Signature]  
Notary Public  
Print Name: Sherry A. Hollar  
My Commission expires: 13/10/2023  
NOTARY SEAL

WEB

EXHIBIT A

0754

REAL PROPERTY DESCRIPTION

BEING all of Lot 1, Lot 2 and Lot 3 as shown plat recorded in Plat Book 78, Page 194, Catawba County Registry and being according to the Plat entitled "Trivium Corporate Center, Inc., Phase One" prepared by Christopher F. Jordan PLS of McGill Associates and dated November 30, 2018, to which reference is hereby made for greater certainty in description.

WEB

**PROPOSED**

**AMENDED AND RESTATED DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
TRIVIUM CORPORATE CENTER, INC.**

**AMENDED AND RESTATED DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

*Trivium Corporate Center  
Catawba County, North Carolina*

**Witnesseth** WHEREAS Trivium Corporate Center, Inc. "Declarant" owns certain real property in Catawba County, North Carolina, which is located within the City of Hickory, North Carolina referred to in Article I; and

WHEREAS, Declarant intends that the real property now or hereafter made subject to this Declaration be developed as a Business park to be known as Trivium Corporate Center (sometimes referred to as the "Center"); and

WHEREAS, it is the purpose of this Declaration to insure the proper development of such real property; to protect and enhance the values and amenities of all properties within the Center; to ensure the proper use, appropriate development and improvement of such property; to protect against the construction of improvements and structures built of improper or unsuitable materials; to provide for a method for the maintenance and continued improvement of common areas thereof; and in general to encourage construction of high-quality, permanent improvements that will promote the general welfare of all existing and future owners and occupants; and

WHEREAS, no construction or improvements on any of the property(s) subject to covenants and restrictions contained herein shall be initiated without first obtaining any and all local, state and federal permits or approvals. Furthermore, any approvals granted by the Declarant are intended solely for the purposes of compliance with the standards contained herein; and such approvals shall not be construed to alleviate the necessity to obtain appropriate governmental permits and approvals; and

WHEREAS, the original Declaration of Protective Covenants and Restrictions ("Declaration") was recorded in Book 3484, Page 728 of the Catawba County Registry and the First Amendment to the Declaration of Protective Covenants and Restrictions was recorded in Book 3535, Page 1421 of the Catawba County Registry; and

WHEREAS, the purpose of this Amended and Restated Declaration of Protective Covenants and Restrictions is to amend the Declaration by correcting typographical errors, incorporating the First Amendment, adding additional property to the Center, and other minor changes.

NOW, THEREFORE, the Declarant does hereby declare that the Property, as hereinafter defined, now called Trivium Corporate Center, and such additions thereto as may be hereafter made pursuant to Article II hereof, is and shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## Article I – DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

<i>Additional Property</i>	any real property, other than the initial properties, made subject to this Declaration pursuant to the provisions herein.
<i>Common Areas</i>	those areas which are intended for the common use or benefit of the Owners and Occupants and which are so designated by the Declarant in a recorded plat map or other recorded instrument, which shall be limited to (a) a monument/Park identification sign at the Startown Road and Robinwood Road entrance areas and the area surrounding the sign, including landscaping and lighting, (b) landscaping parcels, berms along the public road rights of way, (c) a storm water system, including, but not limited to, one or more retention/detention ponds and facilities, and (d) walking trails and other shared areas. Common Area may be owned by the Declarant, an Owner or Owners, an Owner's Association, or dedicated to a public or quasi-public entity.
<i>Declaration</i>	this Declaration of Covenants and Restrictions for the Trivium Corporate Center, as same may be amended from time to time.
<i>Declarant</i>	Trivium Corporate Center, Inc.
<i>Improvement(s)</i>	all structures or other improvement(s) to a Parcel of any kind whatsoever, whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, pipelines, storm drainage system, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.
<i>Intent of Use</i>	the intended explicit use of a Parcel by the Owner or Occupant.
<i>Occupant</i>	any Person legally entitled to occupy and use all or any part or portion of a Parcel.
<i>Operational Plans and Improvements</i>	complete plans, improvements, and activities which the Owner intends to implement on its Parcel.
<i>Owner</i>	the record owner other than the Declarant, whether one or more persons or entities, of any Parcel.
<i>Parcel</i>	each part of the Properties, the size and dimension of which shall be established by the legal description in the Parcel Deed conveying such Parcel or in a subsequent deed or plat map which subdivides a Parcel; provided, however, except as otherwise specifically and expressly provided in Section 3.28 of this Declaration. A Parcel may also be established by the Declarant by an instrument in writing executed, acknowledged and recorded by the Declarant which designates a part of the Properties as a Parcel for the purposes of this Declaration.
<i>Parcel Deed</i>	the deed of the Declarant or its successor conveying a Parcel to an Owner.

<i>Parcel Site Plan</i>	the Parcel Site Plan provided for in Section 3.02 of this Declaration.
<i>Permitted Operations</i>	explicit uses as defined in Section 3.07 of this Declaration, but not limited to those explicit uses.
<i>Person</i>	a natural person, firm, corporation, partnership or any legal entity, public or private.
<i>Prohibited Operations &amp; Uses</i>	explicit uses prohibited as defined in Section 3.08 this Declaration, but not limited to those explicit prohibitions.
<i>Property / Properties</i>	the real property described in Article II of this Declaration and by this reference made a part hereof and any Additional Property made subject to this Declaration as provided in Section 2.02 of this Declaration. The Property is sometimes referred to herein as the "Center".
<i>Surface Drainage</i>	drainage ways, whether natural or manmade, which enable the flow of surface water in a desirable manner to drainage outlets (i.e. rivers, streams, channels, storm water retention lagoons, etc.).

**Article II - PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

<i>2.01 Properties</i>	All of the initial real property constituting the Center, being those lands more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
<i>2.02 Subjecting Additional Property to this Declaration</i>	Declarant may subject Additional Property to the provisions of this Declaration at any time or from time to time as the Declarant in its discretion may determine by the filing of record with the Register of Deeds of Catawba County, North Carolina, an amendment or a "Supplemental Declaration of Protective Covenants and Restrictions for the Trivium Corporate Center" for each such addition, provided that such Supplementary Declaration makes specific reference to this Declaration and describes the Additional Property. Each Supplementary Declaration may contain such additions and modifications of this Declaration to be applicable solely to the Additional Property as the Declarant may choose. The Declarant is not bound to add to this Declaration any Additional Property. The Additional Property which is added hereto by the Declarant need not, but may, be improved. Additional Property made subject to this Declaration shall be contiguous to the Properties (including Additional Property previously added.)
<i>2.03 Unaffected Property</i>	This Declaration shall have no force nor effect as to any real property, whether owned by the Declarant or by others, except that real property specifically described as set forth in Section 2.01 or 2.02 hereof.

**Article III - REGULATIONS GOVERNING USES AND IMPROVEMENTS**

<i>3.01 Control of Uses and Improvements</i>	All Owners shall submit to the Declarant in writing Operational Plans and Improvements for review in order to show their intent of use. No Improvement shall be constructed, placed, or maintained or permitted on any parcel without the prior written approval by the Declarant. Owners shall submit Operational Plans and Improvements specifications for review to the
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Declarant in the manner hereinafter set forth.

Approval of site plans by Declarant does not in any way relieve the Owner from the necessity of obtaining permits and other approvals as required to comply with local, state, or federal laws and regulations.

Trivium Corporate Center, Inc., acting as the Declarant under this Declaration, is subject to rules of law applicable to governmental bodies acting in a legislative or quasi-judicial capacity. Moreover, any consents or approvals given by Declarant pursuant to this Declaration shall not be construed as an approval or consent by the City of Hickory or Catawba County pursuant to its ordinances or regulations.

*3.02 Submissions to Declarant*

Prior to construction the Owner shall deliver to the Declarant in form reasonably satisfactory to the Declarant two complete sets of the following:

- (1) The Parcel Site Plan showing the location and dimensions of the following Improvements:
  - (a) perimeter of all proposed buildings on the parcel,
  - (b) vehicular parking areas,
  - (c) on-site roads,
  - (d) points of ingress and egress,
  - (e) loading and service areas,
  - (f) easements of record,
  - (g) easements reserved by the Declarant or allotted by the Owner for providing other services to the Parcel,
  - (h) tie-in points with water and effluent collector lines,
  - (i) landscape planting and watering plans,
  - (j) signs,
  - (k) outside lighting and
  - (l) fencing.
- (2) Drawings of proposed building elevations and other structures, including fences, and description of exterior construction materials and colors to be used.
- (3) Grading and drainage plans.
- (4) Complete information regarding air emissions and effluent and waste water discharge.
- (5) Drawings and design specifications of all proposed signs shown on the Parcel Site Plan.

Provided, HOWEVER, no proprietary information shall be required of an Owner pursuant to any provision of this Declaration.

The Declarant may grant partial approval if less than all of the above plans, specifications and other material are presented to it, but no Improvement shall be occupied until all of the above items have been reviewed and approved (or deemed approved) by Declarant.

*3.03 Review Time of Parcel Site Plan and*

Within thirty (30) days after the Owner has served written notice upon the Declarant that it has submitted Parcel Site Plans and data to the Declarant, the Declarant shall notify the

*Data*

Owner in writing whether such Parcel Site Plans and data are approved or disapproved. The Declarant reserves the right to approve or disapprove in its sole discretion. Should the Declarant fail to approve or disapprove the Parcel Site Plans and data in writing within the said thirty (30) day period, then the Declarant's approval shall be conclusively presumed to have been granted. No construction of the Improvements provided for in the submitted Parcel Site Plans and data shall be commenced until the expiration of the aforementioned thirty (30) day period without disapproval or the receipt of the Declarant's written approval (or partial approval) of Parcel Site Plans and data, whichever shall first occur.

*3.04 Time for Review of Parcel Site Plan and Data*

If the Declarant shall disapprove any part of the Parcel Site Plans and data submitted as aforesaid, the Owner shall revise its Parcel Site Plans and data to incorporate such changes and shall deliver two (2) complete sets of revised Parcel Site Plans and data to the Declarant and the Declarant shall have fifteen (15) days after receipt within which to review such revised Parcel Site Plans and data to determine the Owner's compliance with the Declarant's requested changes. Should the Declarant fail to advise the Owner in writing of whether or not such revised Parcel Site Plans and data are in compliance with the suggested changes within the fifteen (15) day period, then the Declarant's approval shall be conclusively presumed to have been granted.

The Owner shall submit to the Declarant for approval any change or revision in approved Parcel Site Plans and data in the manner provided in this Article for the approval of Parcel Site Plans and data. If Declarant does not object to a non-material change or revision, that is a change or revision that deals primarily with aesthetic matters (landscaping materials and location, colors, fence materials and location, signs, ancillary structure location, driveway and parking lot material, etc.) within fifteen (15) business days after receipt, such change or revision shall be deemed approved. As to all other changes and revisions, the time period shall be thirty (30) days after receipt.

*3.05 Changes in Approved Parcel Site Plans and Data*

The Owner shall submit to the Declarant for approval any change or revision in approved Parcel Site Plans and data in the manner provided in this Article for the approval of Parcel Site Plans and data. If Declarant does not object to a non-material change or revision, that is a change or revision that deals primarily with aesthetic matters (landscaping materials and location, colors, fence materials and location, signs, ancillary structure location, driveway and parking lot material, etc.) within fifteen (15) business days after receipt, such change or revision shall be deemed approved. As to all other changes and revisions, the time period shall be thirty (30) days after receipt.

*3.06 Intent of Use*

The Owner shall submit to the Declarant in writing according to Section 3.01 the intended use or uses of the proposed facility at the time of submission of the Parcel Site Plans and data. Descriptions of the use or uses should be in detail, provided, however, no proprietary information shall be required of an Owner pursuant to any provision of this Declaration. Operations and uses which are neither specifically prohibited nor specifically authorized in this Declaration may be permitted in a specific case if operational plans and specific uses are submitted to and approved in writing by the Declarant. The Declarant may deny a request for a specific use if Declarant determines that such use (or activities associated with such use) will cause an undue fire hazard. Time considerations for approval shall follow the procedures set forth in Section 3.03. Should the Declarant disapprove of the intended use in writing, the Owner may resubmit an alternate use or uses utilizing the same procedures as detailed in this Section.

*3.07 Permitted Operations & Uses*

Uses within the Park are intended to be light industrial uses, general office, office operations, warehousing and distribution, except as otherwise provided herein. At its sole discretion,

Declarant reserves for itself and its assigns the right to develop and / or assign development of park amenities to provide ancillary services to support permitted primary uses. Such park amenities include but are not limited to coffee shop and delicatessens / sandwich shops. These amenities are not subject to the minimum building square footage stipulations laid out in section 3.13 or the minimum parcel size requirements established in section 3.28.

*3.08 Prohibited Operations & Uses*

The following operations and uses are prohibited: drilling for and/or removal of oil, coal, gas, or other hydrocarbon substances; residential, including trailer courts; labor camps; junk yards; commercial excavation of building or construction materials; distillations of bones; dumping, disposal and/or incineration of garbage, sewage, offal, dead animals or refuse; fat rendering; stock yard or slaughter of animals; refining of petroleum or its products; smelting of iron, tin, zinc, or other ores; hog, cattle, chicken or other animal raising; scrap yard storage; retail or wholesale commercial stores open to the public at large; lumberyard, coal or wood yard; stone or monument works; auto wrecking, salvage yards; used material yards; outdoor storage of baled or waste scrap paper, rags, scrap metals, bottles or other junk; bag cleaning, boiler and tank works; central mixing plant for asphalt, mortar, plaster or concrete; any quarry operations. The following operations and uses shall be permitted only as an ancillary use in connection with a permitted primary use: automotive garage repair or sales facility; building material storage; towers for wireless radio, cellular, television, or other services (but see Section 3.31 regarding reservation for utility or communication tower by Declarant); distribution and warehouse (provided that distribution and warehouse use may be permitted as a primary use of a Parcel with the written consent of Declarant) and any use specifically prohibited by law. Notwithstanding the foregoing no use or operation shall be permitted on any Parcel that constitutes a nuisance, or violates any federal, state or local law, ordinance, rule or regulation.

*3.09 Approvals Responsibilities*

The Declarant will be reviewing each Intent of Use and Parcel Site Plans and data for the purpose of judging its compatibility with the plan and scheme of development for the Park. Declarant will not review Intent of Use and Parcel Site Plans and data for structural, architectural or engineering soundness, for compliance with laws, rules or regulations, or for fitness for any purpose. Accordingly, to the extent permitted by applicable law, neither the Declarant nor its agents, employees, members, successors and assigns shall be liable for damages to any Owner or to any other Person relating to the structural, architectural or engineering soundness, compliance with any laws, rules or regulations, or fitness for any purpose of the Intent of Use and/or Parcel Site Plans and data. Every Person who submits Intent of Use, Parcel Site Plans and data to the Declarant for approval as herein provided agrees by submission of such Intent of Use, Parcel Site Plans and data and every Owner or Person claiming by or through an Owner agrees by acquiring title to any part of the Properties or *any* interest in the Properties, that it will not bring any action or suit against the Declarant or any one or more of them, their respective agents, employees, members, successors or assigns to recover any such damages.

Any approval or consent given by Declarant in writing and referring specifically to this Declaration shall be effective to bind the Declarant to the person or entity to whom the approval or consent is addressed as to the specific item or items contained in such approval or consent, whether or not the person or entity addressed therein is an Owner at the time such approval or consent was given, and regardless of whether or not this Declaration has been executed or recorded. It is contemplated that certain approvals and consents may be requested by a person or entity contemplating the purchase of a Parcel prior to the closing of such Parcel.

- 3.10 *Assignments of Declarant's Powers and Rights* The Declarant may delegate and assign to any designated and appropriate assignee, the powers and rights under Article III with respect to review of Intent of Use, Parcel Site Plans and data submitted to the Declarant.
- 3.11 *Improvements Generally* No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with the provisions of this Article III and is approved by the Declarant in the manner provided in this Article III.
- 3.12 *Government Regulations* All Improvements and construction must be in compliance with local, state, and federal regulations, including without limitation, standards for building and construction, land use, air emissions, sanitary systems, industrial effluent, noise levels and regulations of the Federal Aviation Administration. In the event such other regulations are less restrictive than the regulations set out herein, then the more restrictive provision of these regulations shall apply.
- 3.13 *Building to Land Ratio* No specific ratio of building area (footprint) to total Parcel size is proscribed; rather, Declarant in reviewing a Parcel Site Plan may establish minimum ratios of building area (footprint) to total Parcel size as Declarant deems appropriate for the Parcel, the intended structures, and the intended uses; provided, however, that no initial structure shall be smaller than 35,000 square feet.
- 3.14 *Set Back Lines* No specific front, rear or sideline set back distances (maximum or minimum) are proscribed; rather, Declarant in reviewing a Parcel Site Plan may establish minimum and maximum set back distances as Declarant deems appropriate for the Parcel, the intended structures and the intended uses; provided that each Parcel will be subject to the setback regulations established by applicable governmental regulations. However, building setbacks along Startown Road shall be a minimum of 240 feet and along Robinwood Road a minimum of 60 feet.
- 3.15 *Height Limitations* Improvements erected on the Properties shall not exceed 40 feet above the nearest road and seventy (70) feet in height overall (but see Section 3.31 regarding communication tower by Declarant); provided, however, that water towers or tanks, stand pipes, structures for housing elevator equipment, stairways, ventilating fans or other similar equipment required to operate and maintain the building(s), fire or parapet walls, skylights, tanks, cooling and other towers, wireless Internet, masts, flagpoles, gravity flow storage, mixing towers and/or silos, or similar structures may exceed this height with the written approval of the Declarant.
- 3.16 *Exterior Wall Systems/Specifications*
- A. Except as provided in D below, exterior wall systems shall be constructed using *Building* concrete brick masonry, common brick, concrete, tile blocks, tile bricks, glass, stone, concrete tilt panels, pre-cast concrete panels, or other material specifically approved by the Declarant.
  - B. Exterior wall systems must be designed to conceal any visible portion of the roof system, except as provided in D below. If parapets are used for this purpose, they must extend to a minimum height to conceal the roof system. This shall not preclude or require the concealment of gables or similar roofs of a design or materials approved by the Declarant.
  - C. All exterior walls made from concrete, or that otherwise have an unfinished appearance, must be painted or stained with a quality exterior grade paint or stain approved by Declarant.
  - D. An expansion wall which does not meet the requirements of this Section may be allowed to be built with written approval from the Declarant, which approval may contain conditions, including a minimum time period between the initial construction and the commencement of the expansion. An expansion wall cannot contain metal siding. All expansions must comply

with the requirements under Section 3.16 A, B, and C unless a second expansion is planned. If a second expansion is planned after the first expansion, then an expansion wall may be allowed after the completion of the first expansion. Expansion walls can only be on one side of the building and cannot face a road which is adjacent to the Parcel where the expansion is to occur. The expansion wall must be adequately screened from other facilities in the Center.

- 3.17 Vehicular Parking* The parking and storage of all motor vehicles by occupants, their guests, invitees and licensees, shall be within the Parcel boundaries. Sufficient parking spaces (a minimum number and size determined by the City of Hickory Zoning Ordinance) must be provided by the Owner in areas designated for such purposes. Parking areas and all driveways shall be constructed with asphalt or concrete and shall include adequate drainage facilities to dispose of surface water.
- 3.18 Loading Areas* All loading and receiving shall be conducted entirely on the building site at loading/receiving areas which shall not be permitted in the front yard of any building site. Loading and receiving areas shall be located and screened so as to minimize their visibility from any neighboring Parcel or street.
- 3.19 Outdoor Storage and Equipment* No articles, goods, materials, supplies, incinerators, storage tanks, refuse containers or like equipment shall be stored in any area on a Parcel except inside a closed building or behind a visual, natural vegetation buffer screening such areas from the view of adjoining properties and/or public streets unless explicit written approval is provided to the Owner by the Declarant. Water towers, storage tanks, transformers, pump houses, processing equipment, cooling towers, communication towers, vents, stacks, skylights, mechanical rooms and other structures or equipment (whether freestanding or roof mounted) shall be architecturally compatible with the primary structure and designed and located to minimize their public view. This regulation shall not be enforced during construction.
- 3.20 Utilities* All "on-site electrical lines and telephone lines shall be placed underground *in accordance* with the requirements of the respective utilities. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties.
- 3.21 Easements* The Declarant reserves unto itself its successors and assigns an easement or easements of sufficient width for construction, operation, maintenance and repair of utility lines overhead, and utility lines, pipes and conduits underground, through an area of not more than twenty (20) feet in width adjacent to the boundary lines of a Parcel, unless otherwise reserved, provided that the exercise of such rights shall not unreasonably interfere with the Owner's use and enjoyment of the Parcel, or cause a violation by the Owner of any laws, rules or regulations, and shall be exercised in a manner most consistent with such use and enjoyment, and without cost, expense or liability to the Owner, and will not interfere with any existing or planned structure or other Improvement.
- 3.22 Storm Drainage and Grading* All Owners shall provide details of proposed storm drainage systems to the Declarant for approval and shall include detailed drawings, specifications, and locations concerning all applicable storm drainage improvements, including but not limited to impoundment facilities, underground piping, catch basins, headwalls, ditches and swales from each building site to any designated drainage easements within the Properties. All such

drainage plans and facilities shall likewise comply with all rules, regulations and requirements of the City of Hickory and/or other governmental authority(ies) having jurisdiction thereof. The Declarant may elect to require that the Owner provide any on-site drainage facilities on any Parcel or provide connections to off-site drainage facilities in the Common Area or otherwise.

No grading, excavation work or alteration of natural surface drainage or manmade surface drainage is permitted without prior written approval of the Declarant. Proof shall be provided by the Owner to the Declarant that such grading, excavation work or alteration of natural surface drainage or manmade surface drainage shall not create or cause adverse effects on adjoining Properties or Parcels.

*3.23 Landscaping /  
Fencing*

- A. A landscape buffer shall be provided along all public roads as approved in writing Declarant. Unless otherwise approved by Declarant, landscape materials, consisting of grass, shrubs, trees and/or other materials in conformance with the landscaping plan which shall be a part of the Parcel Site Plans set forth in Section 3.02, are required alongside and rear yard areas, parking areas in order to break up the impervious area, and areas between buildings and pavement. All areas of the Parcel not otherwise improved shall be landscaped and/or maintained in a manner consistent with sound erosion control practices.
- B. Landscaping practices shall be consistent with the surrounding environment and ecosystem typical to the area. Natural buffers, including the usage of trees, natural areas, landscaping and berming is encouraged. Each Owner shall maintain the landscape materials on its Parcel in a healthy condition.
- C. Landscaping design is a part of the Parcel Site Plan and shall require the approval of the Declarant as set forth in Section 3.02.
- D. Fencing shall be permitted under the following conditions:
  - a. Visible fencing paralleling any public roads shall be decorative aluminum. Design shall be approved as a part of the Parcel Site Plan.
  - b. Visible chain link fencing within 100' of any public road shall be coated in a color to minimize the transition from the aluminum decorative color to the uncoated chain link fencing color.

*3.24 Signage*

The size, shape, design and location of all signs shall conform to applicable governmental regulations and according to a sign plan as adopted by Declarant as a part of Design guidelines.

*3.25 Illumination of  
Buildings and Parking  
Areas*

Any lighting of buildings and parking areas, including façade lighting and wall packs, shall be provided for using hardware at least equal or substantially equivalent in form to standard Duke Energy fixtures, with light wattage provided via either 4000 or 5000 degree Kelvin LEDs.

*3.26 Refuse / Outside Storage*

Waste must be disposed of by Occupants in accordance with applicable laws and regulations. The Occupant's Parcel shall not be used or maintained as a dumping ground for rubbish or junk. Trash, garbage or other waste shall not be kept on a Parcel, except temporarily in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No outdoor refuse collection areas shall be exposed to public view. When it is necessary to store or keep such materials in the open, the lot or area shall be fenced with screening foliage at least high and dense enough to screen the materials from site at ground level; said storage shall be limited to the rear two-thirds of the property.

Bulk storage above ground of all liquids, including gasoline and petroleum products on the outside of the buildings, shall be permitted only in locations as approved by the Declarant in writing, and subject to compliance with rules and regulations of any government agency or agencies having jurisdiction over such matters.

*3.27 Provisions for Flood Hazard Reduction*

New construction or substantial improvement of any structure within the Park falling in areas of special flood hazard as defined by and on a Flood Insurance Rate Map (FIRM) and/or Flood Hazard Boundary Map (FHBM) shall have a registered professional engineer or registered architect to certify that the improvements meet the standards of all local, state and federal rules and ordinances. Such certification shall be provided to the Declarant as part of the Parcel Site Plans and data set forth in Section 3.02.

*3.28 Subdivision - Resubdivision*

No Parcel may be subdivided without the written permission of Declarant, provided that no resulting Parcel shall contain less than ten (10) acres (but see Section 3.31 regarding communication tower by Declarant), unless written approval has been granted by Declarant and further provided that each resulting Parcel shall be subject to the same time schedule for development as provided in 3.29 as if the subdivided Parcel or Parcels had been separate Parcels at the time of purchase by the original owner.

*3.29 Repurchase Rights*

The Declarant's motivation and authority for the development of this Park is to facilitate development in order to increase the tax base and create new jobs. To accomplish this it is essential that an Owner improve and utilize its Parcel as expeditiously as possible. Therefore, except as otherwise provided in a written agreement between Declarant and Owner, the Declarant, its successors and assign, reserves the right to repurchase any Parcel or subdivision of any parcel as provided in 3.28 for the same purchase price paid for said Parcel if within two years from the date of the Parcel Deed, no building has been commenced thereon, building construction is incomplete and work has ceased, or the Owner, its heirs or successors should offer the Parcel or any subdivided Parcel for sale. This right shall be evidenced by a purchase option in recordable form which shall be executed by Owner upon the receipt of its deed. If the Declarant chooses not to exercise this option any grantee of Owner shall be bound by the same development time schedule as Owner unless the Declarant extends the same in writing. If an Owner is financing the construction of improvements, the Declarant will subordinate its option to repurchase to the Lender.

*3.30 Cost of Improvements* All Improvements set out in the Parcel Site Plans shall be at the sole cost of Owner.

*3.31 Public and/or Private Utility*

Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves for itself and its assigns the right to create a Parcel of no less than two (2) acres within the Property and to construct and operate a communications tower, power substation

or other public or private utility thereon as the primary use. The height restrictions contained herein shall not apply to such utility, communications tower or power substation. No person other than Declarant, its assigns, its contractors and tenants, shall have the right to use a Parcel for a communications tower or power substation or other utility as the primary use. Except as provided herein, the Declarant shall have no greater rights with respect to the ownership of such Parcel than any other Owner in the Park.

#### Article IV – PARCEL MAINTENANCE

##### *4.01 Owner's Maintenance*

It is the intention of the Declarant that the Property constitutes an attractive and quality development with a view toward preserving the functional aesthetics of the area to the greatest extent possible with the intended development. To facilitate such intention, each Owner shall at all times maintain all Improvements in a neat and attractive appearance and free from debris, consistent with the nature of the Improvements and the operations of the Parcel. All unimproved areas shall be kept by the Owner in a neat and attractive manner consistent with the natural surroundings. If any Improvement is damaged by fire, storm or other casualty, or if any Improvement is abandoned, it shall be repaired or removed promptly by the Owner and not allowed to deteriorate or to become an eyesore. The obligations of an Owner under this paragraph are hereinafter known as "Owner's Maintenance".

#### Article V – COMMON AREA AND MAINTENANCE

##### *5.01 Land to be Maintained*

A. Common Area shall be maintained as herein provided. In addition, the Declarant may designate as Common Area for maintenance purposes, by instrument duly recorded, any part or all of the land (i) within the private easement areas or within dedicated rights-of-way within or used in connection with the Properties (if clearly identified as "Private") or (ii) on which there may be facilities or improvements on property now or formerly of the Declarant which are intended for the general use and benefit of the Owners and Occupants

B. The designation of Common Area may be made by the Declarant at any time and from time to time until the Declarant ceases to own any part of the Properties or the Additional Property or upon such time that the Declarant and the Owners form an Owner's Association (which shall be a nonprofit North Carolina corporation adopting its own bylaws, and establishing voting rights for each Parcel Owner based on the percentage of land owned by such Owner in relation to the total land subject to this Declaration, but granting to Declarant certain extraordinary voting rights for a prescribed time period and/or during the time Declarant owns Property subject to this Declaration) for the purposes of conducting common area maintenance and performing such other duties and responsibilities, and exercising such authority, as Declarant may from time to time delegate or assign to it.

##### *5.02 Declarant's Maintenance and Operations Obligations*

A. Until the Declarant shall have assigned its rights and obligations as respects the Common Area and other maintenance and operation obligations to an Owner's Association or until the expiration of this Declaration set forth in Section 6.10, it shall maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed such Common Area in a clean, sightly, safe and first-class condition (hereinafter called "Maintenance.") Such Maintenance to the extent not performed by any governmental authority or required

to be performed by an Owner shall include:

- (i) the repair, replacement, renewal, and cleaning of all lighting fixtures, signs, entrance monuments and markers, traffic control signals and signs;
- (ii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping, hardscape and recreational areas or any other areas designated as Common Areas;
- (iii) the operation, maintenance, repair, replacement and renewal of any common drainage system (site specific drainage not included). The Cost of Maintenance within dedicated street rights of way which are not identified as Common Area shall exclude repairs or reconstruction of such publically maintained areas.

B. The cost and expenses of performing the aforesaid Maintenance ("Cost of Maintenance") shall be at competitive rates and shall include, but not be limited to, all costs of materials, electricity, labor, supplies, insurance, taxes and special assessments. The Costs of Maintenance will be limited to the actual costs plus an Administration Fee not to exceed 10% of the other Costs of Maintenance.

C. Each Owner shall pay to Declarant its proportionate share of the Cost of Maintenance required by this Article. The share of the Cost of Maintenance that each Owner shall pay shall be determined by multiplying the total Cost of Maintenance by a fraction, the numerator of which is the total number of acres within the Owner's Parcel and the denominator of which shall be the total number of acres within the Properties subject to assessment. Such obligation shall commence with the date of the delivery of a Parcel Deed and shall be a lien against the Owner's Parcel, which lien shall be subordinate to (i) the lien for ad valorem, real property taxes and (ii) the lien or charge of any recorded first mortgage or deed of trust (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. The Declarant shall be considered an Owner for the purposes of this Section 5.02 to the extent that it owns any part of the Properties.

D. Each Owner's share of the Cost of Maintenance shall be assessed to it by the Declarant no more frequently than quarterly and shall be accompanied by an itemized statement of such costs and the manner in which such Owner's share was determined. Each Owner shall pay the amount shown on the statement within thirty (30) days after receipt. At the request of an Owner Declarant shall deliver copies of all invoices, bills, statements and other materials to support the Cost of Maintenance.

E. Upon assignment of the Declarant's rights and obligations with respect to Common Areas and maintenance responsibilities to an Owners Association, the Owner's obligation to share in the Cost of Maintenance with the Declarant shall transfer to the Owners Association under those terms and conditions established by the Owners Association.

*5.03 Easements for  
Common Area  
Maintenance*

Perpetual, non-exclusive easements for ingress and egress over, under, across, in and upon the Properties (but not so as to interfere unreasonably with Improvements on a Parcel located in accordance with an approved Parcel Site Plan or the permitted use of the Parcel) are hereby declared, created and reserved by the Declarant for the benefit and use of itself and/or any Owner's Association, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to Common Areas and to enter upon the Properties for the purposes of performing the Maintenance required under Section 5.02.

*5.04 Common Area  
Dedication*

Notwithstanding anything contained in this Declaration to the contrary, the Declarant, and Owner's Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to the County, a municipality, or other public or quasi-public authority, in whole or in part, access roads and any other Common Area or facilities serving the Property. Such dedication and acceptance thereof shall not, in and of itself, relieve the Declarant or an Association, as the case may be, from the obligation of Maintenance of the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the Cost of Maintenance as herein provided.

**Article VI - MISCELLANEOUS SECTIONS**

*6.01 Term*

These covenants and restrictions shall remain in full force and effect until August 14, 2037, at which time they shall terminate; provided, however, that the term thereof shall be extended for successive five (5) year periods unless terminated by the affirmative written consent of Owners representing no less than three-fourths (3/4) of the area of all Parcels subject to assessment under this Declaration.

*6.02 Amendment*

This Declaration may be amended (a) by an instrument executed by the Owners representing no less than three-fourths (3/4) of the area of all Parcels subject to assessment under this Declaration or (b) by an instrument executed by Declarant within twenty (20) years from the recordation hereof if such amendment is necessary or desirable in the sole judgment of Declarant to clarify this Declaration or to correct typographical or similar errors or as may be required by a title insurance company or grant minor variances, provided: (i) that Declarant's written consent thereto shall be required to any amendment pursuant to (a) above adopted within twenty (20) years after the date this Declaration is recorded and for so long as the Declarant owns any of the Properties or any Additional Properties which may be made subject to this Declaration under the provisions of Section 2.02; and (ii) that the manner of determining the percentage of assessments allocated to each Parcel under Section 5.02 shall not be affected without the consent of the Owners of each Parcel so affected. All amendments shall become effective when recorded in the office of the Register of Deeds of Catawba County, North Carolina.

*6.03 Enforcement*

The covenants, conditions, restrictions, easements, uses, privileges, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of, and may be enforced by, the Declarant, an Owners' Association and each Owner of the Properties or any part thereof, their respective heirs, successors and assigns. The Declarant may enforce the

provisions of this Declaration at any time that it owns any part of the Properties or any part of the Additional Property, except with respect to such provisions which relate to the powers and rights delegated or assigned to or vested in an Owners' Association. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. In addition to other remedies provided herein or allowed by law, the Declarant (and the Owner's Association subsequent to assignment of such right by Declarant) may after written notice and a reasonable time to cure the violation enter upon a Parcel and eliminate, correct or remove such violation and the cost of such action, together with interest thereon at the rate of 8% per annum commencing 30 days after written demand thereof is delivered to the Parcel Owner shall be paid by the Parcel Owner and shall constitute a lien on the Parcel until paid. Furthermore, the Declarant (and the Owner's Association subsequent to assignment of such right by Declarant) may after written notice and a reasonable time to cure the violation impose a fine upon the Parcel Owner in an amount not to exceed \$50.00 (but which may be imposed for each day that a violation continues) for any violation of this Declaration, which shall constitute a lien upon the Parcel until paid. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be allowed by law and be fixed by the Court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to do so shall not be deemed a waiver of the right of any other party having such right nor shall a waiver of one breach constitute a waiver as to another breach whether of the same or different nature. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

The Declarant may also delegate and assign to any designated and appropriate assignee, including the Operations Team identified in the Interlocal Agreement dated August 18, 2014 and updated in June, 2017, among the City of Hickory, Catawba County and Catawba County Economic Development Corporation, any or all of the duties, powers and rights granted to it under this Declaration.

Any Owner who is dissatisfied with a decision by the Declarant or an Owner's Association made through the exercise of discretion as permitted pursuant to this Declaration may require that any controversy, dispute, or claim arising out of, or relating to, such exercise of discretion shall be settled by arbitration pursuant to the rules then obtaining of the American Arbitration Association, which arbitration shall be held at the offices of the American Arbitration Association in Catawba County, North Carolina. Any award rendered therein shall be final and binding on each and all of the parties and their personal representatives. Expenses of arbitration shall be borne by the nonprevailing party in the arbitration proceeding, unless the selected arbitrator shall determine otherwise. Judgment may be entered upon an arbitration award in any court of competent jurisdiction, and any arbitration notice, process, notice of motion, or application to a court, including application for judgment upon an award, may be served within or outside the State of North Carolina by mail or by personal service, provided that a reasonable time for appearance is allowed. Declarant, the Owner's Association, and each

Owner hereby consents to the jurisdiction of any court to which any motion or application shall be made in accordance with this Agreement.

*6.04 Responsibility of Owner*

Each Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions of an Occupant of its Parcel(s).

*6.05 Compliance with Law*

Each Owner shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's Parcel or Improvements thereon.

*6.06 Estoppel Certificate*

Upon the written request of an Owner or any person interested, the Declarant and/or the Association, as the case may be, shall issue a certificate within ten (10) business days setting forth the amount of any delinquent assessment or charge with respect to said Parcel. A reasonable charge not to exceed Fifty Dollars (\$50.00) may be made for issuance of the certificate.

*6.07 Severability*

If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Declarant and all of the then Owners of the Properties shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

*6.08 Owner's Liability*

On sale of a Parcel, the Owner so selling shall have no further liability for the obligations with respect to such Parcel which accrues after the date of the recording of the conveyance provided, however, that nothing herein contained shall be construed so as to relieve either the Parcel of any lien arising by reason of such liability or the Owner of such Parcel from any liabilities or obligations incurred or arising under this Declaration for the time prior to such recording.

*6.09 Combination of Parcels*

If two or more adjoining Parcels are acquired by the *same* Owner in fee, such common ownership may, at the option of such Owner, be combined and treated as a single Parcel for the purposes of this Declaration by an instrument duly recorded, notice of which shall be given to the Declarant, and if in existence, an Owners' Association.

*6.10 Delay in Performance - Force Majeure*

If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, extraordinary weather conditions, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, Lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof, provided the Person

claiming the benefit of force majeure shall within five days of the occurrence of any of the aforesaid causes give to the Declarant, and/or others as the case may be, written notice thereof, together with a statement setting forth all the facts evidencing force majeure. At the conclusion of the duration of each such force majeure, written notice shall be given by such Person of the termination of such force majeure. This force majeure provision shall apply to the Declarant's and each Owner's obligations hereunder except those that require payment of money or review of Intent of Use and Parcel Site Plans and data.

*6.11 Notice*

Any notice required or desired to be given under the Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for or (ii) two (2) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, at its last known address as shown on the records of the Declarant, as the case may be, at the time of such mailing or to the Declarant, addressed as follows: P.O. Box 398, Hickory, North Carolina, 28603, Attention: City Manager, or to such other address as Declarant shall from time to time designate by written notice to each Owner.

*6.12 Captions – Singular,  
Plural, Gender*

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

IN WITNESS WHEREOF, Trivium Corporate Center, Inc. has caused its corporate name to be signed herein by its proper officer thereunto duly authorized, all as of this \_\_\_\_\_ of \_\_\_\_\_, 2020.

TRIVIUM CORPORATE CENTER, INC.

By: \_\_\_\_\_  
Name: Warren Wood  
Title: President

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Warren Wood, personally came before me this day and acknowledged that he is President of Trivium Corporate Center, Inc., a North Carolina corporation, and that he, as President of Trivium Corporate Center, Inc., being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

- 1) BEING all of Lots 1, 2 and 3 as shown on the plat recorded in Plat Book 78, Page 194, Catawba County Registry and being according to the Plat entitled "Trivium Corporate Center, Inc., Phase One" prepared by Christopher F. Jordan PLS of McGill Associates and dated November 30, 2018, to which reference is hereby made for greater certainty in description.
- 2) ALSO BEING all of Lot 7 and Lot 7A as shown on a Plat recorded in Plat Book 79, Page 173, Catawba County Registry and being according to the Plat entitled "Final Plat of Trivium Corporate Center, Inc. Phase Two" dated July 26, 2019 to which referece is hereby made for greater certainty of description.

## MEMORANDUM

To: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: February 3, 2020

RE: Purchase of New Voting Equipment from Election Systems and Software (ES&S) and New Voting Booths from Inclusion Solutions

### REQUEST

The Finance and Personnel Subcommittee recommends the Board of Commissioners authorizes final approval for staff to:

1. Purchase new ADA voting equipment from Election Systems and Software (ES&S) for \$214,995.00
2. Trade in existing voting equipment valued at \$41,900.00
3. Purchase new Voting Booths from Inclusion Solutions for \$74,583.48

### BACKGROUND

Catawba County Board of Elections (CCBOE) last purchased ADA voting machines in Fiscal Year 2005/06 with a Help America Vote Act grant of approximately \$1 million. At the time, the machines were expected to last 10 years; they are currently past useful life expectancy. Some of the voting machines have needed repair in the last two years, and maintenance support for these machines is limited, as the manufacturer has discontinued making them. The County's voting booths used on election day and at early voting locations are approaching 20 years of use. The booths are no longer stable, and the ADA leg extensions are no longer available for purchase. Back in October 2019 during discussions with the BOC, Print Elect was presented as the anticipated vendor for the new voting booths. After further research and participation in product demonstrations, this product was found to be inadequate. The new vendor Inclusion Solutions provides a similar booth that is sturdier.

Due to the age of this equipment and the need to comply with state law, the County must purchase new equipment. The State has requirements regarding the acquisition of new equipment as follows:

- Witness a demonstration of the recommended voting system plus at least one other certified type of voter system. (On September 23, 2019 Catawba County Board of Elections members and staff attended a demonstration of three different types of state-certified systems in Mecklenburg County).
- The County's BOE make a preliminary recommendation to the Board of Commissioners as to which equipment to buy. (On October 1, 2019 the CCBOE voted to recommend Election Systems and Software (ES&S) equipment.)

- BOE instruct staff test the proposed equipment. (On October 1, 2019 CCBOE instructed staff test the ES&S equipment at Precinct 10 (East Newton) during the November 5, 2019 General Election. This test was a success.)
- Receive State BOE approval to replace current equipment. (State BOE approved on December 10, 2019 for Catawba County to adopt and acquire ExpressVote.)
- CCBOE makes a final recommendation to the county BOC to acquire or decline a voting system recommended by BOE.

If approved, citizens will vote using the ExpressVote touch screen voting machines during early voting, beginning with the 2020 Presidential Election in November. This machine prints a paper ballot for voters to verify before prompting them to insert their ballots into the DS200 tabulator machine to be counted.

In addition to the equipment, costs include software technology needed to operate the equipment, storage cases, staff training, and a credit of \$41,900.00 to trade in the County's current voting equipment. Equipment hardware and software maintenance will cost \$12,950 per year. The equipment has a one-year warranty. No funding request is necessary with this action, as \$301,000 previously appropriated to a capital project in Fiscal Year 2014/15 is available to apply towards the purchase of new ADA equipment.

#### **RECOMMENDATION**

The Finance and Personnel Subcommittee recommends the Board of Commissioners authorizes final approval for staff to:

1. Purchase new ADA voting equipment from Election Systems and Software (ES&S) for \$214,995.00.
2. Trade in existing voting equipment valued at \$41,900.00
3. Purchase new Voting Booths from Inclusion Solutions for \$74,583.48

## MEMORANDUM

**TO:** Catawba County Board of Commissioners

**FROM:** Finance and Personnel Subcommittee

**DATE:** February 3, 2020

**IN RE:** State Criminal Alien Assistance Program Grant -2019

### REQUEST

The Finance and Personnel Subcommittee recommends acceptance of a grant from the US Department of Justice, State Criminal Alien Assistance Program (SCAAP) in the amount of \$21,839, along with its required certifications and assurances. There are no matching funds required for this award; it is 100% Federal funding.

### BACKGROUND

The SCAAP is a formula based grant program that provides agencies with reimbursement for some of the costs associated with incarcerating undocumented criminal aliens who have committed serious crimes in the U.S. The goal of this program is to enhance public safety in communities throughout the nation.

These grant funds are based on individuals held in the Newton Detention Center and those held for Catawba County at Burke Catawba District Confinement Facility during fiscal year 2017/2018. Funds under this program can be used for correctional purposes only. The facility would propose using a portion of the funding for an inmate clothing vacuum sealer system (CPI/Guardian). This is a companion piece to the property packaging system previously approved in the Fall with SCAAP 2018 funds. The requested device allows clothing to be vacuum-sealed in a property bag. The benefits of this system include a reduction in odor from inmate clothing. Officers sometimes present arrestees to the Detention Facility, and the inmate's clothes are unsanitary and have an overwhelming odor. This system will create an airtight method to prevent any smell from that type of clothing or property being detected in the area. The vacuum seal method will also encapsulate any lice or other vermin that may be on the clothing or property. This safeguard could also prevent an outbreak of lice or pests within the facility. Another benefit of this device is the efficiency of property storage. The vacuum-sealed bags will take up one half of the space of the current method. The vacuum-sealed bags will fit into the hanging bags that will be utilized in the jail expansion property room. The cost of this device with supplies, freight, and installation is \$15,000.

The remainder of the SCAAP funding would be used to purchase two Motorola XPR 7550e radios. These radios are specific to the Detention Facility/Court campus. The radios are used to communicate within the facility for inmate issues, movement, officer safety, and general operations. The additional two radios will be allowing the facility to move closer to our goal of equipping each officer with a radio. Individual equipment assignment has historically proven to reduce damage and increase the life span of the equipment.

17% of funds the Sheriff's Office receive for SCAAP are paid to Justice Benefits Institute (JBI) for collecting and compiling the data required for the formula-based grant.

**RECOMMENDATION**

The Finance and Personnel Subcommittee recommends acceptance of a grant in the amount of \$21,839 and the use of these 2019 SCAAP funds to purchase a clothing packing system and two Motorola XPR 7550e radios.

**SUPPLEMENTAL APPROPRIATION****Revenue**

110-220050-620385	\$21,839
State Criminal Alien Assistance Program (SCAAP)	

**Appropriation:**

110-220050-857900	\$3,713
Contractual Services	

110-220050-870100	\$18,126
Small Tools & Minor Equipment	

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: February 3, 2020

RE: Proposed Amendment to Chapter 14 of the Catawba County Code of Ordinances  
– Emergency Management and Services

### Request

The Policy and Public Works Subcommittee recommends the Board of Commissioners amends Section 14.67 of the Catawba County Code.

### Background

North Carolina counties and cities are vested in General Statutes with broad authority to impose restrictions and prohibitions during a locally declared state of emergency. Among the restrictions and prohibitions included in the County’s emergency ordinance, which may be triggered under a local state of emergency declaration, is placing limitations on “the movement of people in public places,” which includes imposing curfews, ordering evacuations, prescribing evacuation routes, and controlling ingress, egress, and movement within an emergency area. Despite this broad authority, the lack of specific authorization to close roads has at times created confusion when a county or city closes a transportation route not owned by that unit, such as state roads and highways.

The North Carolina General Assembly enacted specific legislation during the 2019 Session which updated the state’s emergency management statutes. The new legislation amended state and local government emergency management authorities by making clear that counties and cities have the authority to close roads during a locally declared state of emergency. HB917 amends NCGS 166A-19.31(b)(1) to specifically authorize counties and cities to include in their local emergency ordinances the authority to close roads during a locally declared state of emergency. Since this legislation went into effect, Emergency Services and legal staff have reviewed the current County code to ensure alignment with State law.

### **Proposed Changes**

#### Sec. 14-67. – Prohibitions and restrictions authorized.

(a) The proclamation declaring a state of emergency may or may not include any or all of the following prohibitions and restrictions:

- (1) Movement of people in public places, including imposing a curfew; directing and compelling the voluntary or mandatory evacuation of all or part of the population from any stricken or threatened area within the governing body's jurisdiction; prescribing routes, modes of transportation, and destinations in connection with evacuation; and

controlling ingress and egress of an emergency area, and the movement of persons within the area.

- (2) Closure within the emergency area of streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular travel.
- (3) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.
- (4) The possession, transportation, sale, purchase, and consumption of alcoholic beverages.
- (5) The possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances, except that this subdivision does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used in this subdivision, the term "dangerous weapons and substances" has the same meaning as it does under NCGS 14-288.1. As used in this subdivision, the term "firearm" has the same meaning as it does under NCGS 14-409.39(2).
- (6) Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

Recommendations:

The Policy and Public Works Subcommittee recommends the Board of Commissioners amends Section 14.67 of the Catawba County Code.

**MEMORANDUM**

TO: Catawba County Board of Commissioners  
FROM: Lori Mathes, Catawba County Tax Collector  
DATE: February 3, 2020  
RE: DELINQUENT 2019 REAL ESTATE PROPERTY TAX

**Request:**

In accordance with NCGS 105-369(a), the Catawba County Tax Collector is requesting the Board of County Commissioners accept this report as compliance with the aforementioned statute, and that the Board further orders the Catawba County Tax Collector to advertise the delinquent tax liens as prescribed by NCGS 105-369.

**Background:**

NCGS 105-369(a) requires that each county's Tax Collector submit to their respective Board of Commissioners the total amount of unpaid taxes for the current year. As of January 30, 2020 delinquent real property taxes in Catawba County totaled \$4,482,176, which represents 5.44% of the 2019 real property levy.

This statute also requires that upon receipt of this report, the governing body must order the tax collector to advertise the tax liens.

**Recommendation:**

Staff recommends that the Board of Commissioners accept this report in compliance with NCGS 105-369(a), and the Board formally issues an order to the Catawba County Tax Collector to advertise all unpaid real property taxes per the following suggested resolution.

**RESOLUTION No.**

**BE IT RESOLVED**, the Board of Commissioners for Catawba County, in compliance with NCGS 105-369(a), orders the Tax Collector to advertise all unpaid tax liens, as prescribed in NCGS 105-369.

This the \_\_\_\_\_ day of February, 2020.

\_\_\_\_\_  
Randy Isenhower, Chair  
Catawba County Board of Commissioners

## MEMORANDUM

**TO:** Catawba County Board of Commissioners  
**FROM:** Finance and Personnel Subcommittee  
**DATE:** February 3, 2020  
**RE:** Report of Kinship Placement of Foster Care Children

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### **REQUEST**

The Finance and Personnel Subcommittee recommends the Board of Commissioners confirm the use of additional foster care funding in the current year to support addressing critical challenges involving Foster Care services.

### **BACKGROUND**

Catawba County is committed to supporting children and families experiencing the emotional and financial consequences of foster care. To this end, the Board of Commissioners allocated an additional \$400,000 for FY 19/20 to support and enhance services for this vulnerable population. While the initial allocation was loosely earmarked as a financial stipend for kinship providers, an assessment of our population, trends, and needs does not support this as the highest and best utilization of those dollars.

Catawba County has worked tirelessly to support kinship families in becoming licensed, leading the entire state in establishing licensed kinship providers. (In FY19, Catawba County facilitated nearly 25% of all kinship family licensure approvals statewide.) After a careful and thorough analysis of multiple factors discussed in more detail in the attached analysis created in collaboration with Budget, what was initially thought to be an incentive to enhance kinship placements could very likely turn out to be a financial disincentive to both the Kinship placement as well as the County. Both kinship and non-kinship licensed foster care providers receive a monthly State-established stipend ranging from \$475 to \$634. Providing additional stipend to kinship families temporarily while they work towards full licensure could ultimately discourage these placements from successfully completing the licensure process, which would in turn cause the County to lose federal funding, with estimated revenue loss based on current population in the \$300,000 range. Furthermore, the kinship families become ineligible for alternative federal/state assistance through Work First, Child Support, Day Care, etc. Ultimately, the original idea would have increased county funding at the expense of previously leveraged Federal/State dollars.

Since July 2019, Catawba County has 141 more children experiencing foster care than in July 2014 (nearly 60% increase), yet the overall level of funding to care for these additional children has not increased. As a Reinventing agency, the Department has benefited from the agility afforded by its authority to create positions supported by Reinventing fund balance at its discretion, quickly responding to changes in the policy environment as needed. While the Department has managed to creatively and responsibly utilize Reinventing funds to ensure adequate staffing and resources to support such a significant increase in children experiencing foster care, this reliance on our "savings account" to fund on-going needs is not sustainable.

A review of critical indicators related to length of stay in foster care indicates the County's average length of stay in foster care is 25.2 months, 3.3 months longer than the national average and trending upwards. Due to a shortage of foster families within Catawba County, as of October 2019, 23% of Catawba County's foster children were placed out-of-County or in group home placements while eligible for in-County placements. Social Services recently administered a survey of kinship and non-kinship families, which revealed these families' beliefs that improving communication would be the best way to support foster

families. In addition, staff retention and turnover has become more of a critical issue, with heavy workloads causing staff burnout, turnover, and less time to accomplish tasks that move children to permanency.

These factors, when taken together, have led to an alternative approach than the financial stipend to kinship families:

- Creation of five Social Worker II positions to form a Visitation Team responsible for overseeing all mandated parent / child / sibling visitations, coach the family, and provide parent training; (\$166,206);
- Addition of one Social Worker III position to focus on licensure and to achieve compliance with the state-mandated ratio of one Licensure Social Worker per 32 families (\$51,268);
- Support for foster family recruitment and training in the form of “Caring for our Own” kinship training, formation of a recruitment work group, and social media marketing (\$12,000); and
- Development of a Visitation Center by upfitting and maintaining an existing closed group home (\$37,650 initial; \$7,650 ongoing)

This approach has been discussed at length with the Social Services Board Chair and subsequently the full Board who indicated strong support for this path forward. This investment is highly aligned with the Board’s Strategic Plan goals in the realm of *Healthy, Safe Community* in that it aims to protect the well-being of our citizens, and relates directly to several key social determinants of health.

#### **RECOMMENDATION**

The Finance and Personnel Subcommittee recommends the Board of Commissioners confirms the use of additional foster care funding in the current year to support addressing critical challenges involving Foster Care services.

## Support for Children in Foster Care

### **BACKGROUND:**

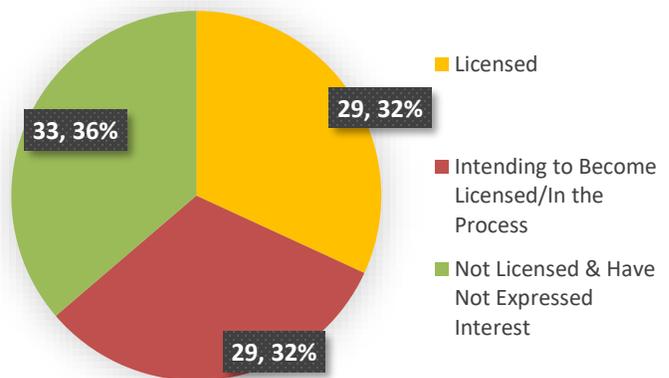
Catawba County is committed to supporting children and families experiencing the emotional and financial consequences of foster care. To this end, the Board of Commissioners recently allocated an additional \$400,000 to support and enhance services for this vulnerable population.

### **CRITICAL CHALLENGES:**

#### **Kinship Family Licensure**

As of August 2019, 36% of 91 total kinship families are not licensed and have not expressed interest in becoming licensed. Not becoming licensed is detrimental to both kinship families and the County. **The licensing process is the only opportunity foster families have to receive the Trauma Informed Partnering for Safety and Permanence: Model Approach to Partnerships in Parenting Training.** This training is crucial to the wellbeing of foster children recovering from traumatic experiences, as well as respective kinship families who may be grieving from the circumstances surrounding kinship placements. **Both kinship and non-kinship licensed foster care providers also receive a monthly State-provided stipend, ranging from \$475 to \$634.**

**Kinship Home Licensure Status (August 2019)**



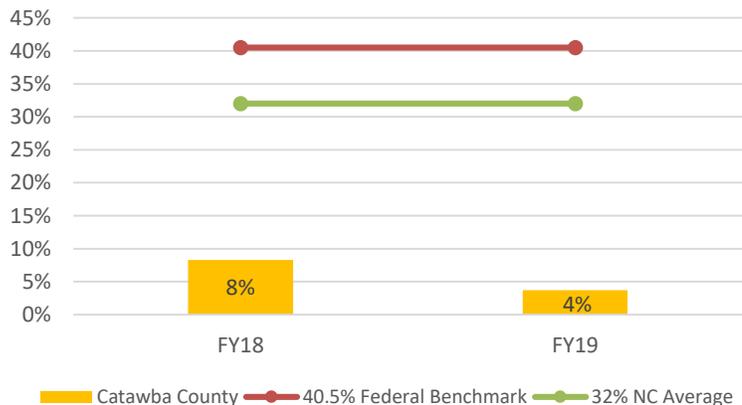
State Licensed Foster Care Provider Stipends	
CHILD AGE GROUP	MONTHLY PAYMENT
0 – 5 years	\$475
6 – 12 years	\$581
12+ years	\$634

Furthermore, **the County loses federal funding if kinship families do not become licensed.** If kinship families do not become licensed foster care providers within 12 months of a child being placed into foster care, the County does not receive Title IV-E appropriations for the administrative costs associated with a child’s case. An estimation based on the current population of foster children indicates a **potential revenue loss of \$300,000 if unlicensed kinship families do not become licensed.** Please note that this figure is a rough estimate due to the fluid nature of Title IV-E eligibility and the foster care population.

#### **Permanency**

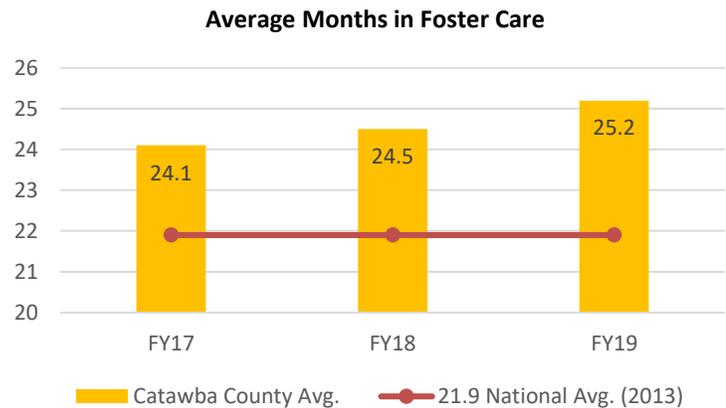
Permanency means obtaining a legally permanent family for children in foster care, either through reunification, guardianship, or adoption. Per the provided chart, only 4% of Catawba County foster children achieve permanency within 12 months. This is below the federal standard of 40.5% and North Carolina’s average of 32%. However, please note that the majority of states do not meet the federal permanency standard. The United States Children’s Bureau uses this standard in allocating funds to the State

**Permanency Within 12 Months**



of North Carolina (ultimately impacting Catawba County funding), with a below-standard score resulting in the withholding of title IV-B and IV-E funds if a program improvement plan is not successfully completed within two years.

The provided chart indicates that **children in Catawba County currently stay in foster care 3.3 months longer than the national average and that the length of stay is trending upwards.** Factors impacting permanency include staff retention (vital for continuity of care, effectively communicating with and supporting families, and process efficiency), training and support for foster families, and supporting the reunification of families.

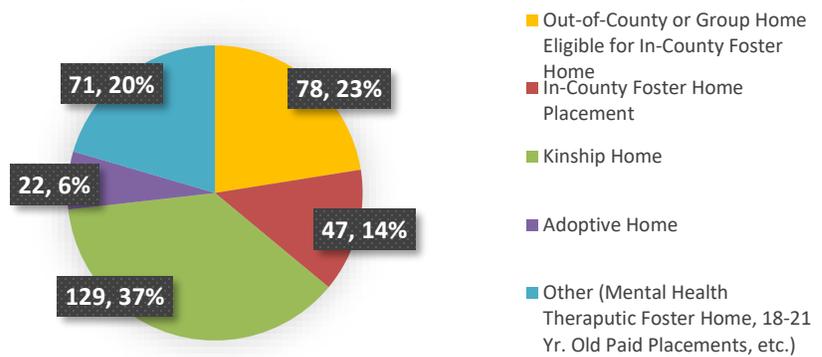


**Recruiting and Retaining Foster Families**

While the number of foster families has increased, the number of foster children has outpaced the supply. Thus, recruiting and retaining foster families in Catawba County is critical. **23% of Catawba County foster children are currently in out-of-County or group home placements while eligible for an in-County placement due to the shortage of foster families within Catawba County.** It is optimal for foster children to have an in-County placement in order to not change schools, therapists, and other healthcare providers.

Keeping foster children in Catawba County allows them to stay in a familiar area while they are already experiencing trauma. Furthermore, an in-County placement decreases the time both foster families and social workers spend commuting to visitations and other meetings.

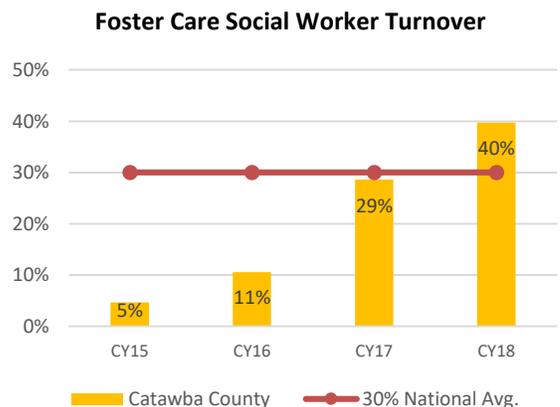
**Catawba County Foster Child Placements (October 2019)**



**RECOMMENDATIONS:**

**1. Increase staffing by five Social Worker II and one Social Worker III positions (\$217,474)**

Staff retention and turnover has become a critical issue. Consistent themes in exit interviews with Foster Care Social Workers are high caseloads, the intensive time requirement of visitation, and lack of a personal life due to the large amount of time the job takes. Heavy workloads are causing staff burnout, turnover, and less time to accomplish tasks that move children to permanency. The provided chart shows the turnover of Catawba County Foster Care Social Workers compared to the national average.



The North Carolina Division of Social Services and the Family and Children's Resource program finds that turnover negatively impacts communication, efficiency, and, ultimately, permanence (North Carolina Division of Social Services and the Family and Children's Resource Program, 1999). Reduced turnover improves communication, increases case knowledge and competency, and strengthens social workers' relationships with families. These outcomes, in turn, increase the speed of the process (the second highest concern of foster families in the 2019 Satisfaction Survey) and help move children to permanency more quickly.

The 2019 Satisfaction Survey found that **both kinship and non-kinship families believe improving communication would be the best way to support foster families**. Decreasing turnover is essential to improving communication between social workers and foster families. The continuity associated with a social worker seeing a case through to permanency improves communication drastically.

Additionally, a new social worker has to learn the depth and history of a case, while also building trust with families. Several focus groups with biological parents receiving services have occurred over the years. Parents comment that their relationship with their Foster Care Social Worker impacts their motivation, self-worth, and openness to services after children exit care. This means that a strong relationship between social workers and biological parents can assist with reunification. New social workers do not share history with parents and building trust requires time. Turnover impacts the ability of parents to form relationships due to a revolving door of social workers.

Furthermore, it takes a new social worker approximately two years to perform all functions of the position with confidence, causing turnover to greatly impact efficiency. It is difficult to recruit Social Worker III positions because they require between one and three years of experience. Social Worker II positions are easier to recruit, but are primarily recent college graduates with limited experience. Thus, it can prove challenging to fill vacant positions with skilled and experienced candidates.

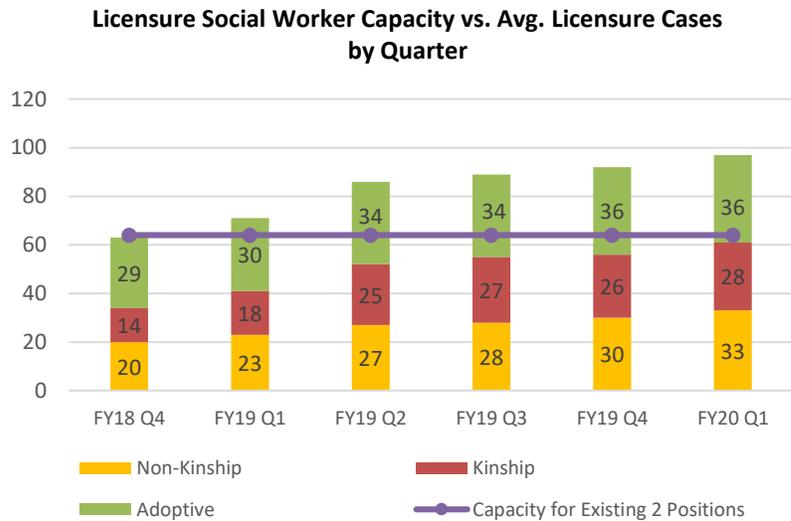
***A) Additional five Social Worker II positions to form a Visitation Team that would oversee all mandated parent/child/sibling visitation, coach, and provide parenting training (\$166,206)***

- A Foster Care Social Worker spends 13.5 hours per week on average on supervised visitation (including transportation), one to two full work days in court weekly, and is federally required to attend permanency planning reviews the first half of Thursdays
  - This only leaves between 14.5 to 6.5 hours per week to complete the following:
    - Face to Face Contact with all birth parents and each caretaker residing with the child
    - Monthly contact in the home of the child experiencing foster care
    - Writing court reports
    - Documentation
    - Calling collateral contacts to assess safety of the children
    - Case plans and assessments
  - Many Foster Care Social Workers stay behind in their duties, making them feel unsuccessful at work, contributing to burnout and turnover
    - **Visitation Team would decrease the time spent on visitation by Foster Care Social Workers, allowing them more time to complete tasks requiring their case familiarity and experience**
- Provides a layer of natural growth by allowing Social Worker II positions to obtain the experience required to move into the difficult to recruit Social Worker III positions

**B) Additional Licensure Social Worker (Social Worker III) position to achieve compliance with the state mandated ratio of one Licensure Social Worker per 32 families (\$51,268)**

- As of September 2019, current ratio is one Licensure Social Worker per 50 families
- Provides capacity to license more families, decreases wait time for families to become licensed, and decreases turnover by reducing the workload of current Licensure Social Workers
- Need for capacity as Catawba County attempts to increase the number of licensed foster families (see recommendation #2)

- 62 unlicensed kinship families as of August 2019, 29 of which are in the process of or have expressed intent to become licensed
- Successful recruitment of foster families will increase licensure demand



**2. Support for foster family recruitment and training (\$12,000)**

**A) Recruitment Workgroup support and social media marketing (\$1,940)**

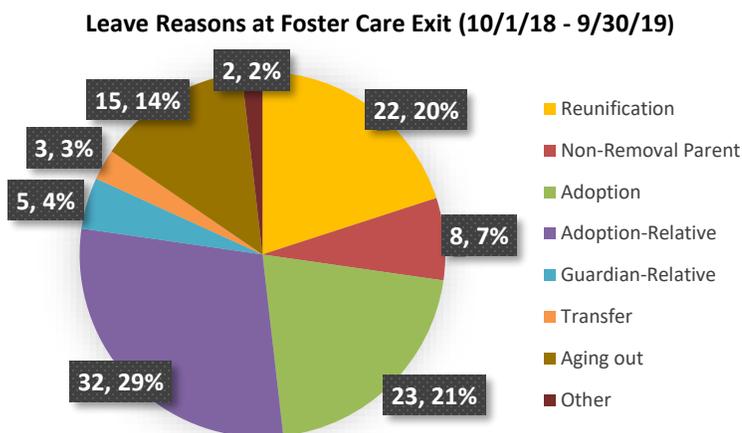
- Foster care population has reached an all-time high
  - **23% of placements are out-of-County or in group homes due to a shortage of in-County foster families**
  - While current recruitment efforts have produced positive results, supply never fully meets demand
- Funding would support implementation of initiatives proposed by the Recruitment Workgroup, which was recently developed to collaboratively brainstorm recruitment strategies
- Funding would increase social media marketing and online recruitment efforts

**B) Support for “Caring for Our Own” kinship training (\$10,060)**

- Caring for Our Own is a specialized training and licensing process for kinship families developed and originally funded by the Harvey Project (UNC-Chapel Hill) which ended in June 2019
  - Includes specialized training to meet the specific and unique needs of kinship families
  - Provides childcare to foster families during training, unlike the non-kinship training
- **The number of licensed kinship families has increased from 10 (January 2018) to 29 (August 2019) since implementing Caring for Our Own**
  - In FY19, Catawba County composed 20% (24 families) of all kinship family licensure approvals statewide
- Funding would be used to continue providing Caring for Our Own training and free childcare for families to attend

**3. Develop a Visitation Center by upfitting and maintaining an existing closed group home (\$37,650 initial and \$7,650 ongoing)**

- Visitations with biological parents are vital to reunification and supports permanency for children
  - Engagement with parents increases reunification (Corwin, 2012)
  - **20% of Catawba County foster children exits are due to reunification** (see pie chart)



- In comparison, **46.5% of North Carolina children left foster care due to reunification** in 2011

- Visitations are crucial to the wellbeing of foster children
  - Foster children who have frequent contact with their biological parent(s) display less anxiety than those with minimal or no visitation (Cantos & Gries, 1997)
  - Children having frequent visitation with parents are more likely to have higher well-being rates, be reunified with family, and experience shorter stays in foster care (Hess, 2003)
- Supervised visitation is currently conducted in three small rooms located between staff offices
  - Volunteer agencies have outfitted with furniture, toys, and a small table to sit at
- Visitation Center would provide a less sterile, more home-like environment to promote bonding and improve parenting skills
  - More welcoming and comfortable space for families to interact
    - Access to a kitchen to cook meals together
    - Increased physical space
    - Not surrounded by offices, lessening anxiety and promoting more natural interaction
- New Visitation Team allows the possibility of extending service times through the evening and weekend to remove barriers of children and parents attending visitation

**GOALS:**

**1. Visitation Team members will average 30 hours each of court-ordered visitation per week, reducing the average 13.5 weekly hours spent per Foster Care Social Worker**

- Measure: Visitation Team will track completed court-ordered visitation hours weekly and compare to those of Foster Care Social Workers (who will track hours during only one week as a sample due to time constraints)
- Critical Challenge Linkage(s): Permanency
  - Decreased time spent on visitation by Foster Care Social Workers increases their capacity to complete the tasks that move children to permanency
- Recommendation Linkage(s): Visitation Team
- Deadline: End of FY 20 (6/30/20)

**2. Increase the percentage of licensed kinship families from 32% to 40%**

- Measure: Percentage of licensed kinship families within the entire kinship family population as of June 30, 2020 in comparison to the percentage as of August 2019 (32%, 29 families)

- Critical Challenge Linkage(s): Kinship family licensure
- Recommendation Linkage(s): Licensure Social Worker and Caring for Our Own training
- Deadline: End of FY 20 (6/30/20)

**3. Increase the average number of non-kinship, non-adoptive families from 27 to 30**

- Measure: Average number of non-kinship, non-adoptive families during FY 19 (27) compared to the average number of non-kinship, non-adoptive families during FY 20
- Critical Challenge Linkage(s): Recruiting and retaining foster families
- Recommendation Linkage(s): Licensure Social Worker and recruitment
- Deadline: End of FY 20 (6/30/20)

**4. Decrease the turnover rate for all Foster Care Social Workers by 10%**

- Measure: Calendar year 2020 turnover rate as compared to the calendar year 2019 turnover rate
  - 2019 data will not be available until the end of the current calendar year
  - For reference, the turnover rate was 40% for Foster Care Social Workers in calendar year 2018
- Critical Challenge Linkage(s): Permanency and kinship family licensure
  - Decreased turnover increases timely permanency for children over time
  - Decreased turnover for Licensure Social Workers decreases delays in the licensure process
- Recommendation Linkage(s): Visitation Team and Licensure Social Worker
- Deadline: End of calendar year 2020 (12/31/20)

**5. Increase the number of children exiting foster care for reunification from 20% to 30%**

- Measure: Percentage of children exiting foster care due to reunification between 10/1/18 and 9/30/19 as compared to the percentage of children exiting foster care due to reunification between 10/1/20 and 9/30/21
  - Allows time for the development and implementation of the Visitation Center
- Critical Challenge Linkage(s): Permanency
  - Reunification is one of the ways children achieve permanency (guardianship, adoption, or reunification)
- Recommendation Linkage(s): Visitation Team and Visitation Center
- Deadline: 9/30/21

**6. Increase permanency rate from 3.7% to 15%**

- Measure: Percentage of children achieving permanency during FY 19 (3.7%) as compared to the percentage of children achieving permanency during FY 22
  - Statewide average permanency rate is 32%
- Critical Challenge Linkage(s): Permanency
- Recommendation Linkage(s): Visitation Team, Licensure Social Worker, recruitment, Caring for Our Own training, and Visitation Center
- Deadline: End of FY 22 (6/30/22)

Goal	Deadline	Visitation Team	Licensure Social Worker	Recruitment	Training	Visitation Center
1. Visitation Team members will average 30 hours each of court-ordered visitation per week, reducing the average 13.5 weekly hours spent per Foster Care Social Worker	6/30/20	X				
2. Increase the percentage of licensed kinship families from 32% to 40%	6/30/20		X		X	
3. Increase the average number of non-kinship, non-adoptive families from 27 to 30	6/30/20		X	X		
4. Decrease the turnover rate for all Foster Care Social Workers by 10%	12/31/20	X	X			
5. Increase the number of children exiting foster care for reunification from 20% to 30%	9/30/21	X				X
6. Increase permanency rate from 3.7% to 15%	6/30/22	X	X	X	X	X

**BUDGET:**

Recommendation	Total Expense	Federal/State Revenue	Estimated County Cost
Visitation Team (5 SW IIs)	\$ 272,242	\$ 106,036	\$ 166,206
Licensure Social Worker	\$ 63,000	\$ 11,732	\$ 51,268
Recruitment	\$ 1,940	\$ 0	\$ 1,940
Caring for Our Own Training	\$ 13,060	\$ 3,000	\$ 10,060
Visitation Center (Start Up)	\$ 40,000	\$ 10,000	\$ 30,000
Visitation Center (Operating)	\$ 10,200	\$ 2,550	\$ 7,650
<b>TOTALS:</b>	<b>\$ 400,442</b>	<b>\$ 133,318</b>	<b>\$ 267,124</b>

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