AGENDA
Catawba County Board of Commissioners Meeting
Monday, October 7, 2019, 7:00 p.m.
Board of Commissioners Meeting Room
2nd 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 of September 16, 2019.

5. Recognition of Special Guests.

6. Public Comments.

7. Appointments.

   Budget.

9. Other Items of Business.

    Waiver of Solid Waste Tipping Fees for Cleanup of Debris at the Balls Creek Campground.

    a. Mountain Creek Park Combination Deed. Presented by Assistant County Attorney Jodi Stewart.
    b. Easement Requests from Startown Holdings, Inc. on Catawba Valley Medical Center Property. Presented by Assistant County Attorney Jodi Stewart.


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, October 21, 2019, at 7:00 p.m., in the Commissioners Meeting Room on the 2nd Floor of the Catawba County Justice Center, 100 Government Drive, Newton.
APPOINTMENTS

RANDY (Upcoming) Alcohol Beverage Control Board
8/31/19 Jeff Bronnenberg Eligible for a 6th term
3-year term
Chair Isenhower recommends the reappointment of Jeff Bronnenberg for a sixth term on the Alcohol Beverage Control Board. This term will expire August 31, 2022.
MEMORANDUM

TO:       Catawba County Board of Commissioners
FROM:     Jennifer Mace, Budget & Management Director
           Julie Walker, CEO of Clay Wilson and Associates/The Cognitive Connection
DATE:     October 7, 2019
SUBJECT:  BJA-2019 Adult Drug Court Discretionary Grant Award

REQUEST
Staff requests the Board of Commissioners a.) accepts a federal Bureau of Justice Assistance (BJA) Adult Drug Court Discretionary Grand Award for $500,000 over three years, and b.) authorizes the County Manager or his designee to execute any documents necessary to accept and administer the grant.

BACKGROUND
Catawba County Recovery Court, formerly known as S.T.A.R. (Supervision, Treatment, Accountability and Recovery Court) Adult Drug Treatment Court, has been in operation in some form since 2004, with Clay Wilson & Associates serving as the lead agency. Recovery Court was originally funded by a BJA grant from 2004 through 2012. Services were continued on a volunteer basis between 2012 and 2016, when a three-year Federal grant was obtained from Substance Abuse and Mental Health Services Administration (SAMHSA) to fund a Coordinator, Peer Support staff person, Psychiatrist, and Clinical Director plus operational costs. The SAMHSA grant ended September 30, 2019. While both grants were administered by Clay Wilson and Associates, the applications were submitted by Catawba County because in both cases grant conditions require applications by governmental agencies.

In response to a BJA announcement regarding availability of another round of discretionary grant funding, Clay Wilson and Associates submitted an application on behalf of Catawba County, as approved at the April 15, 2019 Board of Commissioners meeting, to continue and enhance Recovery Court. Specific enhancements include:

- Focusing on whole person wellness by connecting participants with physical medical assistance in addition to addressing mental health and substance use needs.
- Implementing an information management system to enhance and improve the accuracy of reporting statistics on the impact of the program on participants and the community.
- Providing access to a Job Coach that can assist participants in obtaining housing, developing employment skills, and connecting them to educational opportunities.
- Implementing an after-care phase that provides a structured connection to the Recovery Court Team after graduation from the program to help reduce the likelihood of relapse due to unexpected events or barriers.

Continuation and enhancement of Recovery Court is consistent with the recommendations growing out of the Jail Diversion Project to increase the number of individuals served by specialized courts.

On September 30, 2019, Catawba County received notice that its grant application has been funded, subject to acceptance by the governing body and contingent upon fulfillment of all required conditions and certifications by the County.
Clay Wilson & Associates, dba The Cognitive Connection, is the official sub-recipient of the grant per the application and will be the service provider to continue and enhance Catawba County Recovery Court. The 25% match ($166,667) requirement for this grant will be met through in-kind contributions.

RECOMMENDATION
Staff recommends the Board of Commissioners a.) accepts a federal BJA Adult Drug Court Discretionary Grand Award for $500,000 over three years, and b.) authorizes the County Manager or his designee to execute any documents necessary to accept and administer the grant.

SUPPLEMENTAL APPROPRIATION

Revenue:  
110-270050-620120  
BJA 2019 Drug Court Disc Grant  

Expense:  
110-270050-868320  
BJA 2019 Drug Court Disc Grant  

Revenue:  
110-270050-620120  $500,000 
BJA 2019 Drug Court Disc Grant  

Expense:  
110-270050-868320  $500,000 
BJA 2019 Drug Court Disc Grant
MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Mick Berry, County Manager
DATE: October 7, 2019
IN RE: Waiver of Solid Waste Tipping Fees for Cleanup of Debris at the Balls Creek Campground

REQUEST
Staff requests the Board of Commissioners approves the waiver of solid waste tipping fees for the cleanup of debris resulting from the September 29, 2019 fire at Balls Creek Campground.

BACKGROUND
On September 29, 2019, a fire occurred at the Balls Creek Campground. As a result of the fire, 40 tent structures were destroyed, 7 tent structures were damaged, and 2 tent structures were damaged by a bulldozer in efforts to contain the fire. While there is no estimate of the tonnage of the resulting debris at this time, staff is requesting the solid waste tipping fees of $25 per ton be waived for the cleanup effort. The Board of Commissioners took similar action to waive tipping fees in October 2007 for the cleanup from an arson fire which destroyed 9 tents at the Campground in September 2007.

RECOMMENDATION
Staff recommends the Board of Commissioners approves the waiver of solid waste tipping fees for the cleanup of debris resulting from the September 29, 2019 fire at Balls Creek Campground.
MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jodi Stewart, Assistant County Attorney

DATE: October 7, 2019

SUBJECT: Combination Deed

REQUEST
The Board of Commissioners is requested to approve a deed combining three tracts of property owned by Catawba County into a single parcel for Mountain Creek Park.

BACKGROUND
The original Mountain Creek Park property was acquired by the County from Carolina Centers, LLC and Crescent Resources, LLC on December 17, 2010, and the parcel contains approximately 589 acres. The County recently acquired an additional 18.328 acres, known as the “Brumley Tract,” which is contiguous to the Crescent parcel. Because a portion of the Brumley tract was acquired through a friendly eminent domain proceeding, the Brumley tract was mapped as two parcels. The County will benefit from combining all three of the parcels because the park boundary will be clearly delineated. Further, combining the parcels into a single tract is to the County’s benefit in calculating the allowable impervious surface authorized through development regulations.

RECOMMENDATION
Staff recommends the Board of Commissioners approves a deed combining property for Mountain Creek Park.
NORTH CAROLINA SPECIAL WARRANTY DEED
(DEED OF RECOMBINATION)

Excise Tax: N/A

Parcel Identifier No. PINs 3698-04-74-3141, 3697-02-69-2269, and Portion of PIN 3697-02-69-4053

Verified by ______________ County on the ____ day of________________, 20__

By: ____________________________

Mail/Box to: Eloise D. Bradshaw, Patrick, Harper & Dixon L.L.P., PO Box 218, Hickory, NC  28603

This instrument was prepared by: Eloise D. Bradshaw, Patrick, Harper & Dixon L.L.P., PO Box 218, Hickory, NC  28603

Brief description for the Index: Little Mountain Road, Sherrills Ford; LRK/Reid 6201, 804309 and Portion of 803851

THIS DEED made this ______ day of ________________________, 2019, by and between

GRANTOR

Catawba County,
a North Carolina body politic

PO Box 389
Newton, NC  28658-0389

GRANTEE

Catawba County,
a North Carolina body politic

PO Box 389
Newton, NC  28658-0389

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated Mountain Creek Township, Catawba County, North Carolina and more particularly described as follows:

Parcel One:

All that certain tract of land located in Mountain Creek Township, Catawba County, North Carolina, containing a total of approximately 589.257 acres, consisting of (i) that tract designated as “SURPLUS TRACT 3435-01 AREA = 319.475 ACRES” and (ii) that tract designated as “SURPLUS TRACT 3435-02 AREA = 269.782 ACRES,” all as shown on plat recorded in Plat Book 70, Page 77 (“Plat”), such Plat being a revision of the plat recorded in Plat Book 68, Page 82; AND BEING all or a portion of the land conveyed to Crescent Land and Timber Corp. (presently known as Crescent Resources, LLC) by deed from Duke Power Company (presently known as Duke Energy Carolinas, LLC) recorded in Book 947, Page 632; by deed to CLT Development Corp. from Crescent Resources, Inc. (presently known as Crescent Resources, LLC)
(1/100th) recorded in Deed Book 1863, Page 697; by deed to Carolina Centers LLC from Crescent Resources, Inc. and CLT Development Corp. recorded in Deed Book 1863, Page 1275 (as corrected by Correction Deed to Carolina Centers LLC from Crescent Resources, Inc. and CLT Development Corp. recorded in Deed Book 1898, Page 427); and rights and interests conveyed by Timber and Mineral Right Deed recorded in Deed Book 1920, Page 571.

The Property is conveyed together with those non-exclusive easements established by the Access Easement Agreement recorded in Book 3056, Page 1211 (“Access Easement”); provided, however, that Grantor makes no representation or warranty, express or implied, regarding such non-exclusive easements.

For reference to the chain of title, see the Deed recorded in Book 3056, Page 1219, Catawba County Registry.

**Parcel Two:**

Beginning at a Mag Nail set in the pavement of Little Mountain Road (S.R. 1815) over existing nail in accordance with Deed Book 3174, Page 524, said Mag Nail being the northwestern corner of the property of Max Long acquired by deed recorded in Book 1191, Page 963 and the northeastern corner of the property of Ryan Vasconcellos acquired by deed recorded in Book 3082, Page 966, thence with the center of Little Mountain Road for six calls: (1) North 32° 06' 05" West 120.29 feet to a point, (2) North 32° 27' 51" West 94.34 feet to a point, (3) North 32° 09' 28" West 106.25 feet to a point, (5) North 31° 57' 53" West 101.70 feet to a new iron mag nail set in the centerline of the pavement, (4) North 31° 57' 28" West 106.25 feet to a point, (5) North 31° 57' 53" West 101.70 feet to a new iron mag nail set in the centerline of the pavement, (6) North 31° 52' 55" West 79.51 feet to a point in the centerline of Little Mountain Road, a corner to the property of Catawba County acquired by judgment recorded in Book 3515 at Page 1370, Catawba County Registry; thence running with the centerline of said North 31° 52' 56" West 121.46 feet to a nail in the pavement of Little Mountain Road; thence continuing with the centerline of the road North 32° 0' 52" West 113.51 feet to a new nail over an existing nail in new pavement on Little Mountain Road; thence North 7° 22' 03" East 377.71 feet to an existing iron rod; thence North 29° 39' 55" East 76 feet to an existing iron pipe; thence North 74° 44' 53" East 382.03 feet to an existing iron rod; thence South 53° 26' 53" East 361.15 feet to nail at an existing but disturbed iron pipe, at the common corner of Catawba County and the Northwest corner of the property of Max Gene Long, also described as the point of beginning of the description at Deed Book 469, Page 212 “Cochrane & Bost Corner”; thence with the line of the Max Long property acquired by deed recorded in Book 1664, Page 809 South 34° 45' 07" East 610.26 feet to a ¾" existing iron pipe at a large stone, being the northern most corner to the Max Long property acquired by deed recorded in Book 1191, Page 963; thence with the line of Max Long property (Book 1191, Page 963) South 51° 07' 59" West 838.96 feet to a new mag nail set in new pavement over existing nail in accordance with Deed Book 3174, Page 524, to the POINT OF BEGINNING, and containing 18.328 acres, more or less. This description is based on a survey prepared by Darrin L. Reid Land Surveying and Planning dated November 8, 2018.

For reference to the chain of title, see the Deed recorded in Book 3523, Page 809, Catawba County Registry, and Judgment on the Pleadings to Establish Title and Just Compensation recorded in Book 3515, Page 1370, Catawba County Registry.

**THE SOLE PURPOSE OF THIS DEED IS TO COMBINE THE ABOVE-DESCRIBED PROPERTY INTO A SINGLE PARCEL FOR AD VALOREM TAX PURPOSES.**

The property herein conveyed **does not** include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

All easements, exceptions, and rights-of-way of record.
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Catawba County, a North Carolina body politic

By: _______________________________
   C. Randall Isenhower, Chair
   Catawba County Board of Commissioners

ATTEST:

__________________________________________
Barbara E. Morris, Clerk

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, the undersigned Notary Public of the County and State aforesaid, certify that Barbara E. Morris personally appeared before me this day and acknowledged that she is the Clerk of the Catawba County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair and attested by herself as its Clerk.

Witness my hand and Notarial stamp or seal this ____ day of _____________, 2019.

__________________________________________
Notary Public

My Commission Expires: ________________

Printed Name of Notary Public
MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Jodi Stewart, Assistant County Attorney
DATE: October 7, 2019
IN RE: Easement Request from Startown Holdings, Inc. on Catawba Valley Medical Center Property

REQUEST
Startown Holdings, Inc. and Catawba Valley Medical Center (“CVMC”) request the Board of Commissioners approves conveyance of the attached easement to Startown Holdings, Inc. (“Startown”) in exchange for drainage easements across Startown’s property.

BACKGROUND
Startown and CVMC have requested that the County grant temporary construction easements and a permanent drainage easement across property located at 1925 Startown Road. This parcel was conveyed by Startown Investors, LLC to the County for use by CVMC on August 29, 2014.

The easement document is attached, together with a map showing the planned location of the easements. Startown is simultaneously conveying drainage easements to the County.

CVMC has reviewed the proposed easements and determined them to be acceptable.

RECOMMENDATION
CVMC recommends the Board of Commissioners grants the attached easements to Startown Holdings, Inc. (“Startown”).
PREPARED BY AND RETURN TO:
Terry M. Taylor, Attorney at Law
P. O. Drawer 2428, Hickory, NC 28603

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made this _______ day of
________________________, 2019, by and between CATAWBA COUNTY, a North Carolina
Body Politic having a mailing address of P.O. Box 389, Newton, NC 28658 (hereinafter referred
to as "COUNTY" or "GRANTOR") and STARTOWN HOLDINGS, LLC, STARTOWN
MULTIFAMILY, LLC and STARTOWN COMMERCIAL, LLC, each a North Carolina
limited liability company, having a mailing address of 4530 Park Road, Suite 410, Charlotte, NC
28209-3790 (hereinafter collectively referred to as "STARTOWN" or "GRANTEE") and.

"WITNESSETH":

THAT WHEREAS, GRANTOR desires to grant an easement over certain property for
the benefit of real property owned by GRANTEE and/or its successors and assigns pursuant to
the terms hereof. With such easement to be over and across the southern and eastern portion of
that certain real property owned by COUNTY and being located at 1985 Startown Road, North
Carolina, ("CVMC Parcel").

THAT WHEREAS, as evidenced by the signature hereto, the COUNTY has approved
this Easement Agreement.

As used in that Easement Agreement, the following terms have the following meanings:

1. "Grantor Property" or "CVMC Parcel" means a tract of real property of approximately
1.9 acres located at 1985 Startown Road as described in a Deed recorded in Book 3255,
Page 606, Catawba County Registry, owned by the COUNTY, bearing Parcel
Identification Number 371112957982.
2. "Startown Property” means the following tracts of property owned by STARTOWN:

   A. Being all of Lots 1, 2, 3 and 4 as shown on the Recombination and Minor Subdivision Plat of Startown Apartments recorded in Plat Book 79, Page 130, Catawba County Registry.

3. “Proposed Development” means the development of the Startown Property to form a mixed-use property to include premium retail and other uses allowed by the City of Hickory.

4. “Plat” means the Plat recorded in Plat Book 79, Page 130, Catawba County Registry.

5. “Parcels” as used herein means, collectively, the Startown Property and the CVMC Parcel.

WHEREAS, the parties hereto desire to establish and create certain easements, rights and obligations to facilitate the mutually beneficial development of the Parcels.

NOW, THEREFORE, the parties hereto for themselves and their respective contractors, agents, successors and assigns, hereby declare that the Parcels shall be owned, held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following appurtenant easements, rights and obligations, which shall encumber and run with the Parcels.

ARTICLE I

A. EASEMENTS FOR THE BENEFIT OF THE STARTOWN PROPERTY

Permanent Easement for Storm Drain and Temporary Easement for Construction also as shown on Schedule 1 attached hereto.

1. COUNTY does hereby grant and convey unto the Startown Property an appurtenant and permanent easement for drainage, and across the areas shown on the Plat recorded in Plat Book 79, Page 130, and labeled as and as “Storm Drain Easement” and also described on Exhibit A attached hereto.

2. COUNTY does hereby grant temporary construction easements, collectively, the ("Temporary Construction Easement") for grading, clearing, drainage and other construction activities on each area as identified as “Construction Easements” and shown on the Plat recorded in Plat Book 79, Page 130 and also described on Exhibit B attached hereto. The Temporary Construction Easement shall expire ninety (90) days after a Certificate of Occupancy is granted for the portion of the Startown Property being benefitted thereby during such construction or December 31, 2021, whichever shall first occur.
B. EASEMENT FOR THE BENEFIT OF CMVC PROPERTY

1. Startown does hereby give and grant unto County for the benefit of the CVMC Parcel, a permanent easement for drainage (the “Drainage Easement”), over, across, along and upon that certain area, for the purpose of drainage of water from the storm drain to be constructed on the property of County and then flowing into a pipe which will extend across the property of Grantee.

2. Startown agrees to perform and pay for all construction, maintenance, upkeep, grading and erosion control, relating to this Easement Project (as shown on Schedule I) and agrees to do so in a workmanlike manner.

3. This Drainage Easement is a blanket easement extending ten (10) feet either side of any drainage area over the adjoining property owned by Grantee until the construction of the permanent fifteen (15) foot Storm Drainage Easement to the BMP Easement Area as shown in the proposed map attached hereto as Schedule I. Upon completion of the fifteen (15) foot Storm Drainage Easement to the BMP Easement Area, this shall become the then permanent Storm Drainage Easement and the blanket easement shall automatically terminate and be of no further force and effect.

ARTICLE II
ADDITIONAL TERMS

STARTOWN agrees to provide at its sole cost and expense the following in regards to the easements described in Article I:

A. All clearing, grubbing, grading, and replanting as necessary for all the easement areas.

B. STARTOWN will establish and maintain appropriate erosion control measures and comply with all applicable laws during the temporary construction period.

C. STARTOWN shall install and maintain the Storm Drain Easement area in accordance with the City of Hickory Development Code.

D. STARTOWN shall be solely responsible for maintaining said storm drain in the areas encumbered by such Storm Drain Easement.

E. STARTOWN agrees that all maintenance and utility costs associated with the Storm Drain Easement shall be solely the responsibility of STARTOWN unless and until turned over to the City of Hickory or an Owners Association maintaining common areas on the Startown Property.
F. STARTOWN and/or its successors and assigns shall provide and maintain at its sole cost and expense, general liability insurance coverage for the Storm Drain Easement, with COUNTY named as an additional insured, and STARTOWN shall provide COUNTY a Certificate of Insurance on an annual basis.

ARTICLE III
EASEMENT GUIDELINES

A. STARTOWN assumes all responsibility for the acts of itself, its agents, contractors and representatives in exercising its rights under this Agreement and agrees to indemnify and hold the owner of the CVMC Parcel harmless from any damages resulting therefrom. This indemnification obligation of STARTOWN shall survive the termination of this Agreement with respect to any claims or liability accruing prior to the expiration dates set forth herein.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 4.1 - AMENDMENT: Except as provided below, this Agreement may be terminated, modified, amended or rescinded only with the approval of all owners of the Parcels.

SECTION 4.2 - NO PARTNERSHIP: This Agreement shall not create an association, partnership, joint venture, or a principal and agency relationship between the owners of the Parcels or their tenants or licensees.

SECTION 4.3 - NO WAIVER: No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 4.4 - SEVERABLE: Should any provision hereof be declared invalid by a legislative, administrative, or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 4.5 - ATTORNEYS' FEES: In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred because of such litigation.

SECTION 4.6 - ENTIRE AGREEMENT: This Agreement contains the entire undertaking by the parties hereto with respect to the matters addressed herein and there are no other terms, expressed or implied, except as contained herein.
IN TESTIMONY WHEREOF, COUNTY and STARTOWN have duly executed the
foregoing as of the day and year first above written.

CATAWBA COUNTY, a North Carolina Body
Politic

By: __________________________
    C. Randall Isenhower, Chair of
    Catawba County Board of Commissioners

______________________________
Barbara E. Morris, Clerk

NORTH CAROLINA
COUNTY OF CATAWBA

I, ____________________________, a Notary Public of Catawba County, North
Carolina, do hereby 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 Notarial seal or stamp, this _____ day of _________________. 2019.

______________________________
Notary Public
Print Name: __________________
My Commission Expires: __________
IN TESTIMONY WHEREOF, STARTOWN has duly executed the foregoing as of the day and year first above written.

STARTOWN HOLDINGS, LLC

By: ____________________________
Name: ____________________________
Title:  Manager

NORTH CAROLINA
COUNTY OF CATAWBA

I, ____________________________, a Notary Public of Catawba County, North Carolina, do hereby certify that ____________________________, Manager of STARTOWN HOLDINGS, LLC, a North Carolina limited liability company, 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 ___ day of ______________, 2019.

Notary Public
Print Name: ____________________________
My Commission Expires: ________________

[NOTARY SEAL]
IN TESTIMONY WHEREOF, STARTOWN has duly executed the foregoing as of the day and year first above written.

STARTOWN MULTIFAMILY, LLC

By: ____________________________
    Name: __________________________
    Title: Manager

NORTH CAROLINA
COUNTY OF _______________________

I, ____________________________, a Notary Public of _____________ County, North Carolina, do hereby certify that ____________________________, Manager of STARTOWN MULTIFAMILY, LLC, a North Carolina limited liability company, 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 _____ day of _____________, 2019.

Notary Public
Print Name: _______________________
My Commission Expires: ___________

[NOTARY SEAL]
IN TESTIMONY WHEREOF, STARTOWN has duly executed the foregoing as of the day and year first above written.

STARTOWN COMMERCIAL, LLC

By: ___________________________
Name: _________________________
Title: Manager

NORTH CAROLINA
COUNTY OF ____________________

I, _____________________________, a Notary Public of ____________________, County, North Carolina, do hereby certify that _____________________________, Manager of STARTOWN COMMERCIAL, LLC, a North Carolina limited liability company, 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 ____ day of _____________, 2019.

Notary Public
Print Name: ______________________
My Commission Expires: ____________

[NOTARY SEAL]
EXHIBIT A - Continued

Storm Drainage Easement

SITUATE IN THE CITY OF HICKORY, CATAWBA COUNTY, NORTH CAROLINA, AND BEING AN EASEMENT FOR STORM DRAINAGE PURPOSES OVER THAT PROPERTY AS CONVEYED TO CATAWBA COUNTY AS RECORDED IN DEED BOOK 3255, PAGE 606, CATAWBA COUNTY PUBLIC REGISTRY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STORM DRAINAGE EASEMENT

COMMENCING FOR REFERENCE AT THE NORTHEASTERLY CORNER OF SAID CATAWBA COUNTY TRACT, SAID CORNER BEING LOCATED ON THE SOUTHERLY RIGHT OF WAY OF STARTOWN ROAD AS SHOWN ON PLAT BOOK 50, PAGE 168; THENCE ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 216.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 18.46 FEET TO A POINT; THENCE OVER SAID CATAWBA COUNTY TRACT THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES: (1) NORTH 83°48'43" WEST, 22.08 FEET TO A POINT; (2) NORTH 6°10'07" EAST, 15.00 FEET TO A POINT; (3) SOUTH 83°49'53" EAST, 32.82 FEET TO THE POINT OF BEGINNING CONTAINING 412 SQUARE FEET OR 0.009 ACRE MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ESP ASSOCIATES, INC FROM RECORD INFORMATION AND IS FOR EASEMENT ACQUISITION ONLY. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".
EXHIBIT B

Temporary Construction Easements

SITUATE IN THE CITY OF HICKORY, CATAWBA COUNTY, NORTH CAROLINA, AND BEING TEMPORARY CONSTRUCTION EASEMENTS OVER THAT PROPERTY AS CONVEYED TO CATAWBA COUNTY AS RECORDED IN DEED BOOK 3255, PAGE 606, CATAWBA COUNTY PUBLIC REGISTRY, SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

TEMPORARY CONSTRUCTION EASEMENT 1

COMMENCING FOR REFERENCE AT THE NORTHEASTERLY CORNER OF SAID CATAWBA COUNTY TRACT, SAID CORNER BEING LOCATED ON THE SOUTHERLY RIGHT OF WAY OF STARTOWN ROAD AS SHOWN ON PLAT BOOK 50, PAGE 168; THENCE ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 63.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 153.44 FEET TO A POINT; THENCE OVER SAID CATAWBA COUNTY TRACT, THE FOLLOWING SEVEN (7) DESCRIBED COURSES AND DISTANCES: (1) NORTH 83°49'53" WEST, 16.35 FEET TO A POINT; (2) NORTH 41°46'54" EAST, 55.61 FEET TO A POINT; (3) NORTH 3°13'06" WEST, 10.32 FEET TO A POINT; (4) NORTH 41°46'54" EAST, 10.87 FEET TO A POINT; (5) SOUTH 48°13'06" EAST, 15.24 FEET TO A POINT; (6) NORTH 41°46'54" EAST, 88.89 FEET TO A POINT; (7) SOUTH 51°23'08" EAST, 5.36 FEET TO THE POINT OF BEGINNING CONTAINING 1,500 SQUARE FEET OR 0.034 ACRE MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT 2

COMMENCING FOR REFERENCE AT THE NORTHEASTERLY CORNER OF SAID CATAWBA COUNTY TRACT, SAID CORNER BEING LOCATED ON THE SOUTHERLY
RIGHT OF WAY OF STARTOWN ROAD AS SHOWN ON PLAT BOOK 50, PAGE 168; THENCE ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 235.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 21.08 FEET TO A POINT; THENCE OVER SAID CATAWBA COUNTY TRACT THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES: (1) NORTH 48°13'06" WEST, 13.30 FEET TO A POINT; (2) NORTH 41°46'54" EAST, 11.57 FEET TO A POINT; (3) SOUTH 83°48'43" EAST, 16.35 FEET TO THE POINT OF BEGINNING CONTAINING 217 SQUARE FEET OR 0.005 ACRE MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT 3

COMMENCING FOR REFERENCE AT THE NORTHEASTERLY CORNER OF SAID CATAWBA COUNTY TRACT, SAID CORNER BEING LOCATED ON THE SOUTHERLY RIGHT OF WAY OF STARTOWN ROAD AS SHOWN ON PLAT BOOK 50, PAGE 168; THENCE ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 317.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 41°46'54" WEST, 138.73 FEET TO A POINT; THENCE OVER SAID CATAWBA COUNTY TRACT THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES: (1) NORTH 48°13'06" WEST, 7.00 FEET TO A POINT; (2) NORTH 41°46'54" EAST, 138.73 FEET TO A POINT; (3) SOUTH 48°13'06" EAST, 7.00 FEET TO THE POINT OF BEGINNING CONTAINING 971 SQUARE FEET OR 0.022 ACRE MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT 4

COMMENCING FOR REFERENCE AT THE NORTHWESTERLY CORNER OF SAID CATAWBA COUNTY TRACT, SAID CORNER ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF SHORT ROAD AND THE SOUTHERLY RIGHT OF WAY OF STARTOWN ROAD, SAID RIGHT OF WAYS BEING SHOWN ON PLAT BOOK
50, PAGE 168; THENCE ALONG THE EASTERLY RIGHT OF WAY OF SHORT ROAD THE FOLLOWING TWO (2) DESCRIBED COURSES AND DISTANCES: (1) SOUTH 38°31'33" WEST, 319.34 FEET TO A POINT; (2) SOUTH 39°07'49" WEST, 161.88 FEET TO THE SOUTHWESTLY CORNER OF SAID CATAWBA COUNTY TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID CATAWBA COUNTY TRACT SOUTH 50°05'00" EAST, 7.50' TO THE POINT OF BEGINNING; THENCE OVER SAID CATAWBA COUNTY TRACT THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES: (1) NORTH 38°23'57" EAST, 22.29 FEET TO A POINT; (2) SOUTH 50°05'00" EAST, 75.20 FEET TO A POINT; (3) SOUTH 39°55'00" WEST, 22.29 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CATAWBA COUNTY TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID CATAWBA COUNTY TRACT NORTH 50°05'00" WEST, 74.61 FEET TO THE POINT OF BEGINNING CONTAINING 1,669 SQUARE FEET OR 0.038 ACRE MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ESP ASSOCIATES, INC FROM RECORD INFORMATION AND IS FOR EASEMENT ACQUISITION ONLY. BEARINGS ARE BASED ON NC SPCS NAD83/2011 “GRID BEARINGS”.