

DOUGLAS HOUSE RELOCATION AGREEMENT

THIS DOUGLAS HOUSE RELOCATION AGREEMENT (this "Agreement"), is entered into this the ____ day of _____, 2024 (the "Effective Date"), by and between STEELE CREEK OWNER, LLC, a Delaware limited liability company ("SCO"), and CHARLOTTE MECKLENBURG HISTORIC LANDMARKS COMMISSION, a commission established pursuant to NCGS §160A-400.7 (the "HLC"), the HLC and SCO being sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, SCO is the owner of the real property identified as the "Current Site" on Exhibit A attached hereto and incorporated herein by this reference (the "Current House Site"), the real property identified as the "New House Site" on Exhibit A (the "New House Site" and together with the Current House Site, the "Real Property"), and the housing structure currently located on the Current House Site and commonly known as the "John Douglas House" (the "House"); and,

WHEREAS, the HLC desires to relocate the House from the Current House Site to the New House Site at its sole risk, cost and expense (subject to SCO's monetary contribution set forth herein) and SCO has agreed to allow such relocation, all subject to the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RELOCATION OF HOUSE.** Should HLC determine (within its sole but reasonable discretion) that it is in the best interest to relocate the House, ~~or and~~ that it is economically feasible for the HLC to move/relocate the House, then the HLC will notify SCO of its election to relocate the House on or before March 1, 2025, in which event it will have the obligations as set forth in (a) below-subsection (a) (and other applicable portions of this Agreement) below. HLC shall be deemed to have elected not to relocate the House if HLC does not so notify SCO of its election to relocate the House on or before March 1, 2025. Should the HLC determine (or be deemed to have determined) that the House should not be relocated by HLC, then ~~SCO shall bear all responsibilities and costs related to the disposition~~this Agreement shall automatically terminate and be of no further force and effect and SCO may dispose of the House by whatever means it elects, at its discretion.

(a) **HLC's Obligations:** During a ninety (90) consecutive day period designated by SCO in writing in accordance with this Section 1(a) (the "Relocation Window"), the HLC shall, at the HLC's sole risk, cost and expense, cause the House to be relocated from the Current House Site to the New House Site. SCO and HLC agree to coordinate so as to come up with a feasible Relocation Window mutually agreeable to both parties, taking into account construction schedules (including the date SCO anticipates obtaining the foundation permit and utility permit required for SCO to complete the work to be performed by SCO pursuant to Section 1(b) and the date SCO

~~anticipates completing the temporary, unpaved roadway to be completed pursuant to Section 1(b) and availability/scheduling of HLC's contractors and any other applicable permit timeframes. Once a Relocation Window is agreed upon, then SCO will notify HLC in writing of the agreed upon anticipated Relocation Window (based on the date SCO anticipates obtaining the foundation permit and utility permit required for SCO to complete the work to be performed by SCO pursuant to Section 1(b) and the date SCO anticipates completing the temporary, unpaved roadway to be completed pursuant to Section 1(b))~~ at least ~~thirtyninety (3090)~~ days prior to the first day of the anticipated Relocation Window, but the Relocation Window shall be subject to change, upon mutual agreement, thereafter based on subsequent developments on and around the Real Property and SCO's ongoing construction as well as availability of HLC's contractors. SCO will send a second notice to HLC designating the final Relocation Window at least ~~tenthirty (1030)~~ days prior to the first day of the Relocation Window, and such designated Relocation Window shall be the final, conclusive Relocation Window. The relocation of the House is referred to herein as the "Relocation". HLC shall engage a reputable house moving company (as determined by HLC's sole and absolute discretion) for such purpose. Further, HLC shall be responsible for the following in connection with the Relocation:

- ~~(i)~~
- ~~(ii)~~ Completion of repairs to the exterior of the House following Relocation to a condition at least equivalent to that required by the terms of that certain Deed of Easement for Historic Preservation dated [REDACTED], 2024] by and between SCO and HLC (including, without limitation, Sections 4 and 6.c. of such agreement, and the Standards, as defined therein). SCO shall not have any obligations with respect to the condition or repair, maintenance, replacement or upkeep of the House.
- ~~(iii)~~ Undertake a re-evaluation of the National Register of Historic Places ("NRHP") eligibility of the House after it has been moved, as required by the terms of that certain Memorandum of Agreement between the U.S. Army Corps of Engineers, North Carolina State Historic Preservation Officer and Steele Creek Owner, LLC, Regarding Construction of Steele Creek Commerce Center, Mecklenburg County, North Carolina (the "MOA").

HLC shall be responsible for repairing any damage to the Real Property or any portion thereof as a direct result of HLC's ~~negligence with respect to its~~ Relocation responsibilities as set forth herein, ~~or any other activities by HLC on the Real Property or any portion thereof in connection with HLC Relocation responsibilities. HLC shall maintain a normal and customary liability insurance policy (or equivalent self-insurance) with coverage at least equal to \$1,000,000 per occurrence, naming SCO as an additional insured, and shall provide a certificate of coverage (or other evidence reasonably acceptable to SCO) to SCO prior to entering upon the Real Property for any reason.~~ HLC is covered under Mecklenburg County's self-insurance plan and ~~can~~ will promptly provide evidence of such coverage upon request, ~~and in any event prior to entering the Real Property for any reason.~~ [NOTE TO HLC: PLEASE PROVIDE MORE INFORMATION ON THE INSURANCE MAINTAINED AND EVIDENCE THEREOF] Each of the agents of HLC, including the reputable mover retained by HLC to relocate the House, shall likewise give to SCO a certificate of insurance evidencing the agent's general liability insurance coverage of at

Commented [SH1]: We don't have an insurance policy. County is self insured.

Commented [SH2]: @Stewart, please get this information.

least \$1,000,000 and naming SCO as additional insured prior to entering upon the Property. The mover retained by HLC to relocate the House shall be fully licensed under applicable state and local laws, rules and ordinances at all times that it renders labor and materials to the Real Property.

(b) **SCO's Obligations:** Prior to the Relocation, SCO shall, at SCO's expense, complete rough grading of the building pad on the New House Site, and grade a temporary, unpaved roadway from the Current House Site to the New House Site; ~~such improvements shall be subject to approval by HLC and/or their contractors~~ such improvements shall be subject to approval by HLC and/or their contractors. The location of said building pad and temporary unpaved roadway crossing the Real Property shall be in areas mutually agreed upon by SCO, HLC and their respective contractors, and SCO agrees to update HLC of the plans associated with HLC's work in the first sentence of this subsection (b) from time to time. Within sixty (60) days after successful completion of the Relocation, SCO shall (i) stub utility connections to the building pad on the New House Site for water, sewer and electricity, (ii) complete an ALTA boundary survey delineating the building pad on the New House Site and the House, and (iii) upon request of HLC upon request of HLC at SCO's election, file a subdivision plat to create a new, separate tax parcel for the House and land upon which it is located. For purposes of clarity, SCO shall not have any obligations or responsibilities for any repair, maintenance, replacement or upkeep of the House after relocation. After the relocation process, SCO shall bear the responsibility and cost of hauling off of any portion of the House not being relocated .

~~Upon conveyance of the Property to SCO or their affiliates, SCO shall be responsible for securing the House prior to relocation, and ensuring the principal section of the House is watertight in order to remain dry and protected from theft and vandalism.~~

2. **MONETARY CONTRIBUTION:** Should HLC ~~determine it is in the best interest and/or economically feasible~~ timely elect to relocate the House, in accordance with the first paragraph of Section 1, then contemporaneously with the giving notice of the Relocation Window, then prior to HLC's relocation of the House, SCO shall make a charitable and tax-deductible contribution to HLC in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for the purpose of relocating the House in accordance with this Agreement. For purposes of clarity, SCO's only obligations under this Agreement shall be to make the monetary contribution provided in this Section 2 and to perform the work required in Section 1(b).

3. PRESERVATION EASEMENT AND AMENDMENTS: Should HLC relocate the House as set forth herein, then HLC and SCO agree that each party will execute any and all necessary documents in a form and substance customary to such transactions in order to effectuate the historic preservation of the House and underlying property, including execution of HLC's standard Preservation Easement (which has been reviewed previously by SCO). This may include an amendment to the existing Preservation Easement that is upon the Property, executed by the parties on _____, and/or a combination of amendment to the existing Preservation Easement between the parties and execution of a new Preservation Easement for the House and possible new parcel as set forth in 1(b)(iii) above..

34. **FIRE AND OTHER CASUALTY:** The risk of loss or damage to the House by fire or other casualty prior to the Relocation shall be HLC's risk.

54. **CONDITION OF PROPERTY AND INSPECTIONS:**

(a) **Entry.** Following SCO's acquisition of the Real Property and prior to the Relocation, HLC and persons designated by HLC may enter the House and the portion of the Real Property in the immediately vicinity of the House at all reasonable times for the purpose of conducting reasonable inspections of the Real Property as well as the right to move the House from the Current House Site to the New House Site. HLC shall indemnify and hold SCO harmless from any loss, cost or obligation arising out of the aforesaid entry (the "HLC Indemnity").

(b) **Disclaimer of Warranties; Limitation of Liability.** HLC ACKNOWLEDGES AND AGREES THAT THE HOUSE IS BEING PROVIDED BY SCO ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (EXCEPT ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, ENVIRONMENTAL CONDITION, OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHATSOEVER. HLC FURTHER ACKNOWLEDGES AND AGREES THAT, SUBJECT ONLY TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, SCO EXPRESS OR IMPLIED, SCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOUSE, THE CURRENT HOUSE SITE, THE NEW HOUSE SITE, THEIR RESPECTIVE PHYSICAL CONDITION, OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO INFORMATION OR DOCUMENTS PREVIOUSLY FURNISHED TO HLC, OR WITH RESPECT TO SCO'S OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE HOUSE EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN. HLC SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE HOUSE, CURRENT HOUSE SITE AND NEW HOUSE SITE AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SCO OR ITS AGENTS OR CONTRACTORS. HLC SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE HOUSE, CURRENT HOUSE SITE OR NEW HOUSE SITE, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SCO.

HLC FURTHER ACKNOWLEDGES AND AGREES THAT HLC IS RELOCATING THE HOUSE AT ITS SOLE RISK, COST AND EXPENSE. ACCORDINGLY, SCO SHALL NOT HAVE ANY LIABILITY TO HLC OR ANY OTHER PARTY IN CONNECTION WITH SUCH RELOCATION, INCLUDING, WITHOUT LIMITATION, AS A DIRECT RESULT OF HLC'S RELOCATION RESPONSIBILITIES CONTAINED HEREIN.

65. ENVIRONMENTAL MATTERS: To SCO's current, actual knowledge, (a) the Real Property is in compliance with all applicable environmental laws and regulations, (b) there are no toxic, hazardous or petroleum materials located on, in or about the Real Property in violation thereof, and (c) there are no underground storage tanks located on the Real Property.

67. EXCULPATION: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, HLC HEREBY ACKNOWLEDGES AND AGREES THAT: (I) HLC SHALL LOOK SOLELY TO SCO'S INTEREST IN THE REAL PROPERTY FOR THE ENFORCEMENT OF ANY JUDGMENT REQUIRING THE PAYMENT OF MONEY BY SCO TO HLC, IT BEING INTENDED HEREBY THAT NO OTHER ASSETS OF SCO, OR OF ANY OWNER, SHAREHOLDER, DIRECTOR, PARTNER, MEMBER, JOINT VENTURER, OFFICER, AGENT OR REPRESENTATIVE OF OR IN SCO (COLLECTIVELY, THE "SCO PARTIES"), SHALL BE SUBJECT TO LEVY, EXECUTION, ATTACHMENT OR ANY OTHER LEGAL PROCESS FOR THE ENFORCEMENT OR SATISFACTION OF THE REMEDIES PURSUED BY HLC IN THE EVENT OF SUCH DEFAULT OR BREACH, AND THAT SCO AND SUCH SCO PARTIES SHALL HAVE NO PERSONAL LIABILITY UNDER THIS AGREEMENT; (II) IN THE EVENT OF A SALE OR TRANSFER OF THE REAL PROPERTY (OR ANY PORTION THEREOF) BY SCO, THE TRANSFEROR SHALL BE RELEASED FROM ALL LIABILITY FOR THE PERFORMANCE OR OBSERVANCE OF SCO'S COVENANTS AND OBLIGATIONS HEREUNDER ARISING OR ACCRUING AFTER THE DATE OF SUCH TRANSFER, AND THE TRANSFEREE SHALL BE DEEMED TO HAVE ASSUMED ALL OF SUCH COVENANTS AND OBLIGATIONS, IT BEING INTENDED HEREBY THAT, SUBJECT TO THE LIMITATION ON LIABILITY SET FORTH IN CLAUSE (I) HEREOF, SUCH COVENANTS AND OBLIGATIONS SHALL BE BINDING UPON EACH PARTY COMPRISING SCO ONLY DURING ITS PERIOD OF OWNERSHIP OF THE REAL PROPERTY; AND (III) HLC UNDERSTANDS AND ACCEPTS THIS AGREEMENT SUBJECT TO THE LIMITATION OF RECOURSE AND LIABILITY BY HLC AS SET FORTH HEREIN, AND ACKNOWLEDGES AND AGREES THAT SCO WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION OF THIS SECTION 6. HLC REPRESENTS AND WARRANTS TO SCO THAT HLC IS ENTERING INTO THIS AGREEMENT WITH THE ADVICE OF COUNSEL AND OTHER EXPERTS OF ITS CHOOSING WITH RESPECT TO THE MEANING AND EFFECT OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION THIS EXCULPATION PROVISION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND TO THE EXTENT ALLOWED BY LAW, SCO AND HLC EACH WAIVE ANY AND ALL CLAIMS AGAINST THE OTHER IN RESPECT OF CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS THAT IT MAY INCUR IN CONNECTION WITH THIS AGREEMENT.

87. TERMINATION: Should ~~at any time,~~ HLC determine in its sole and absolute discretion, that relocation of the House is not feasible nor in the best interest of HLC, then HLC shall so notify SCO on or before March 1, 2025. Upon receipt of such notice ~~and thereafter, SCO shall bear all responsibility for the House and its disposition and shall have no further obligations~~

~~to HLC regarding the House, (or if HLC does not deliver a notice to SCO of HLC's election to relocate the House on or before such date), this Agreement shall automatically terminate and be of no further force and effect. Further, (a) if HLC timely elects to relocate the House and fails to timely perform its obligations hereunder related to the Relocation, or (b) the approvals by HLC required in connection with the work to accommodate the Relocation (e.g., the approvals required from HLC as part of the COA process) are not granted by March 1, 2025 and only if such failure(s) continue for thirty (30) days after HLC's written receipt of notice of such failure(s) from SCO, then SCO shall have the option of terminating this Agreement via written notice to HLC. Should any approvals required to be granted by third parties (e.g. City or County permits) not be secured within thirty days prior to the Relocation Window, then HLC's failure to obtain such permits shall not constitute a default allowing termination by SCO so long as HLC has taken steps in furtherance of obtaining such permits/approvals and is diligently and continuously attempting to obtain such necessary approvals and/or permits as soon as reasonably possible. ~~SCO shall have the option of terminating this Agreement upon written notice to HLC. In the event of any termination pursuant to this Section 7, SCO may dispose of the House by whatever means it elects, at its discretion.~~~~

98. NOTICES: All notices given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or a reputable national over-night courier service or five (5) business days after mailing when mailed, postage paid, by certified mail (return receipt requested) to the Parties as follows:

To SCO: Steele Creek Owner, LLC
c/o Foundry Commercial
2151 Hawkins Street, Suite 1000
Charlotte, North Carolina 28203
Attention: Bill Simerville

With a copy to: c/o Foundry Commercial
120 E. Palmetto Park Road, Suite 200
Boca Raton, FL 33432
Attention: Pryse Elam

And

Moore & Van Allen PLLC
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202-4003
Attn: Michael Hebert

To the HLC: Charlotte Mecklenburg Historic Landmarks
Commission
2100 Randolph Road
Charlotte, North Carolina 28207
Attn: Stewart Gray

Email:
StewartStewart.Gray@mecklenburgcountync.gov
[gov](mailto:StewartStewart.Gray@mecklenburgcountync.gov)

With a copy to: Susan Hall
Assistant County Attorney
3205 Freedom Drive, Suite 6000
Charlotte, NC 28208
Email: Susan.Hall@mecklenburgcountync.gov

or to such other address as each of the foregoing may designate in writing in the manner set forth above to the other Parties.

109. ASSIGNMENT: The HLC shall not have the right to assign this Agreement without the prior written consent of SCO.

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

124. GOVERNING LAW: This Agreement is intended to be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

132. MISCELLANEOUS: This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement, together with the MOA and Deed of Easement for Historic Preservation between the Parties and dated on or about the date hereof, contains the entire agreement of the Parties with respect to the House and Relocation, shall be considered to have been prepared equally by the Parties hereto and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all Parties. This Agreement shall become a binding contract when signed by both HLC and SCO. It may be signed in multiple counterparts, with a signed counterpart to be retained by each party hereto. Further, signatures to this Agreement that are delivered electronically via email/.pdf, DocuSign (or the like) or similar electronic format shall be deemed an original signature and fully effective for all purposes.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been signed by the Parties, or their duly authorized representatives in the ordinary course of such Parties' business operations, to be effective the day and year first written above.

STEEL CREEK OWNER, LLC

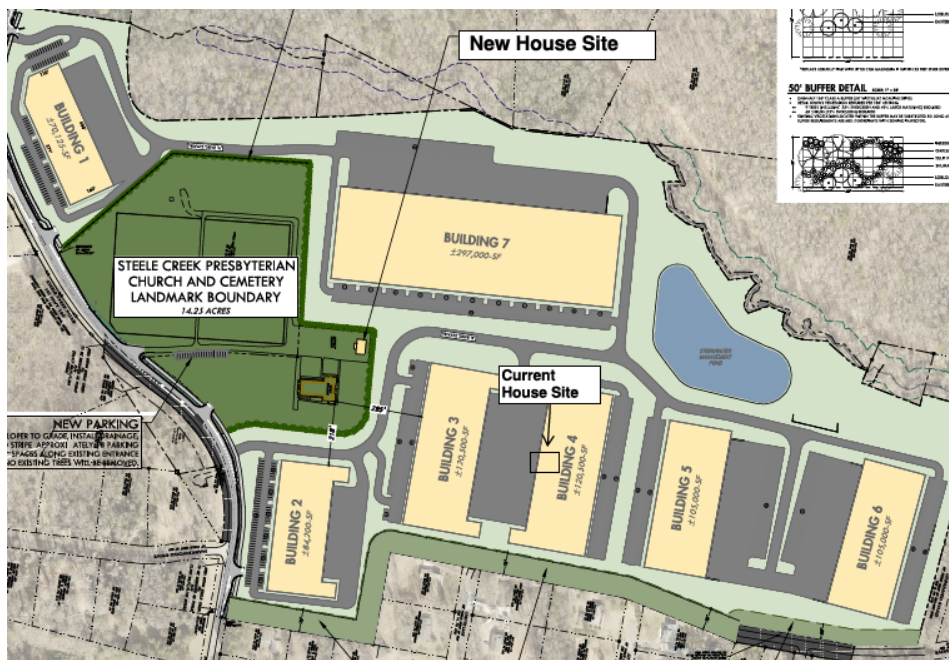
By: _____
Print Name: _____
Title: _____

CHARLOTTE MECKLENBURG HISTORIC LANDMARKS COMMISSION

By: _____
Print Name: _____
Title: Chairman

Exhibit A

Depiction of Current House Site and New House Site



Summary report:	
Litera Compare for Word 11.9.1.1 Document comparison done on 10/7/2024 8:21:43 PM	
Style name: MVASet	
Intelligent Table Comparison: Active	
Original DMS: iw://mva.cloudimanage.com/MVALIB/13726511/4	
Modified DMS: iw://mva.cloudimanage.com/MVALIB/13726511/5	
Changes:	
Add	31
Delete	31
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	62