

East Park  
Dorothy Hall

RUFF, BOND, COBB, WADE & BETHUNE, L.L.P.

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CHARLOTTE, NORTH CAROLINA 28202

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ESTABLISHED 1918

THOMAS C. RUFF  
(1919-2009)

LYN BOND, JR.  
(1927-2012)

TELECOPIER  
(704) 342-3308

June 17, 2013

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**



Ms. Carolyn F. Minnich  
Brownfields Project Manager  
NCDENR, Superfund Section  
Division of Waste Management  
217 W. Jones Street  
Raleigh, NC 27603

**Re: *Brownfields Project No. 07010-03-60;  
1423 and 1427 East Fourth Street, Charlotte, NC***

Dear Ms. Minnich:

In accordance with Section 29 of the Brownfields Agreement relating to the above-referenced project, this letter is to notify DENR that Edwin F. Lucas, III, acquired an interest in the Property (as defined in the Brownfields Agreement) on June 17, 2013, as deed of trust trustee in connection with the substitution of collateral for a Deed of Trust executed by County of Mecklenburg, North Carolina, originally filed in the Mecklenburg County Public Registry in Book 25053 at Page 300 (and assigned to Regions Bank by instrument recorded in Book 25053 at Page 316). The Modification of the Deed of Trust is recorded in said Registry in Book 28435 at Page 556, a copy of which is enclosed.

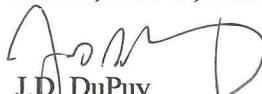
Transferee's Contact Information:

Edwin F. Lucas, III, Trustee  
101 North Tryon Street, Suite 1900  
Charlotte, NC 28246  
Telephone: (704) 377-8330  
Facsimile: (704) 373-3930  
Email: elucas@rbh.com

Please advise if you should have any questions.

Yours very truly,

**RUFF, BOND, COBB, WADE & BETHUNE, L.L.P.**

  
J.D. DuPuy

JDD/  
Enclosure



FILE COPY	
FILED FOR REGISTRATION	2013 DOC # 094051
DATE 6/17/13	TIME 1:52
BOOK 28435	PAGE 556
STAMPS $\emptyset$	REC FEE 26.00
J. DAVID GRANBERRY REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST (this "Modification Agreement") is made and entered into as of the 3rd day of June, 2013, by and between

COUNTY OF MECKLENBURG, NORTH CAROLINA, a political subdivision of the State of North Carolina having its principal place of business in Charlotte, North Carolina (the "Grantor"); and

REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and serving as trustee under the Trust Agreement described herein (the "Bond Trustee").

WITNESSETH:

WHEREAS, this Modification Agreement relates to a Deed of Trust dated as of September 1, 2009 (as amended hereby, the "Deed of Trust"), from the Grantor to Edwin F. Lucas III (the "Deed of Trust Trustee") for the benefit of the Mecklenburg County Public Facilities Corporation (the "Corporation"), recorded starting at Book 25053 Page 300 in the office of the Register of Deeds of Mecklenburg County (the "Registry"); and

WHEREAS, pursuant to a Deed of Assignment, dated as of September 1, 2009 between the Bond Trustee and the Corporation and recorded at Book 25053 Page 316 in the Registry, the Corporation assigned all of its rights (except for the its right to receive certain notices and its right to indemnification under the Deed of Trust) as beneficiary under the Deed of Trust to the Bond Trustee for the benefit of the owners of the 2009 Bonds (described below); and

WHEREAS, the Grantor and the Corporation previously entered into an Installment Financing Agreement dated as of September 1, 2009 (as it may be amended from time to time, the "Installment Financing Agreement"), pursuant to which the Grantor agreed to make Installment Payments (as defined in the Installment Financing Agreement); and

After filing, please return to:

Laura Broda  
Regions Bank  
3700 Glenwood Avenue, Suite 200  
Raleigh, North Carolina 27612  
Raleigh,  
Raleigh,

This document was prepared by:

Brandon Lofton  
Robinson, Bradshaw & Hinson, P.A.  
101-North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246

WHEREAS, the Corporation and the Bond Trustee entered into a Trust Agreement dated as of September 1, 2009 (as it may be amended from time to time, the "Trust Agreement"), pursuant to which the Corporation issued its Refunding Limited Obligation Bonds, Series 2009 (the "2009 Bonds") in the principal amount of \$223,980,000; and

WHEREAS, under authority of Section 9.01(b)(2) of the Trust Agreement and Article V of the Deed of Trust and in order to convey a portion of the existing Mortgaged Property to a third party pursuant to a legal settlement, the parties wish to amend the Deed of Trust to (a) release a portion of the existing Mortgaged Property and (b) add certain property as Mortgaged Property;

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt of which is hereby acknowledged, the parties agree that the Deed of Trust is hereby modified and amended as set forth below effective as of the date hereof.

1. **Modifications of the Deed of Trust.** The Deed of Trust is hereby modified and amended as follows:

Exhibit A to the Deed of Trust is deleted and Exhibit A, attached hereto, is substituted in lieu thereof.

2. **General Provisions.** The following general provisions shall be applicable to this Modification Agreement:

(a) **No Release of the Grantor.** The Grantor agrees that nothing in this Modification Agreement or in the amendments contemplated hereby shall operate to release the Grantor from its liability for the Installment Payments or from any of its other obligations under the Installment Financing Agreement, the Deed of Trust, or any other document evidencing or securing the obligations evidenced by the Bonds (defined in the Deed of Trust) and secured by the Deed of Trust.

(b) **Entire Agreement; Modification.** This Modification Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. This Modification Agreement may not be amended orally, but only by an agreement in writing signed by all of the parties hereto.

(c) **References to the Deed of Trust.** All references to the Deed of Trust in the Installment Financing Agreement, the Trust Agreement and any other document related to the same shall be deemed to refer to the Deed of Trust as modified and amended by this Modification Agreement.

(d) **Ratification.** Except as specifically modified herein, the Deed of Trust is hereby ratified and confirmed in all respects, and the Grantor hereby explicitly reaffirms its liabilities and obligations thereunder.

(e) **Governing Law.** This Modification Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Jurisdiction for the resolution of any

conflict arising from this Modification Agreement shall lie with the General Court of Justice of the State of North Carolina with venue in Mecklenburg County, North Carolina.

(f) **Captions.** The captions set forth at the beginning of the various paragraphs of this Modification Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Modification Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Modification of Deed of Trust under seal as of the day and year first above written.

GRANTOR:

COUNTY OF MECKLENBURG, NORTH  
CAROLINA

By: Pat Totham  
Chairman of the Board of Commissioners

[SEAL]

Attest:

Jan Spigg  
Clerk to the Board of Commissioners

[Signature Page-Modification of Deed of Trust-Collateral Substitution-Mecklenburg County  
Public Facilities Corporation Refunding Limited Obligation Bonds, Series 2009]

**BOND TRUSTEE:**

**REGIONS BANK**

By: *Laura Broda*  
Vice President

[Signature Page-Modification of Deed of Trust-Collateral Substitution-Mecklenburg County  
Public Facilities Corporation Refunding Limited Obligation Bonds, Series 2009]





## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel One: Ardrey Kell High School

BEGINNING at a new iron rod marking the point of intersection of the northerly margin of the right-of-way of Landen Ford Road (100-foot public right-of-way) and the westerly boundary of the property owned by Robert D. Ross (now or formerly) as described in that deed recorded in Book 4400 at Page 381 in the Mecklenburg County Public Registry; thence with the northerly margin of the aforesaid right-of-way of Landen Ford Road the following three (3) courses and distances: (1) with the arc of a circular curve to the right, having a radius of 1,859.86 feet and an arc length of 348.89 feet (chord South 68-32-07 West 348.38 feet) to a new iron rod; (2) South 73-54-34 West 940.05 feet to a new iron rod; and (3) with the arc of a circular curve to the right, having a radius of 4,533.66 feet and an arc length of 1,052.32 feet (chord South 80-33-32 West 1,049.96 feet) to a new iron rod; thence continuing with the margin of the aforesaid right-of-way of Landen Ford Road and with the easterly boundaries of Lots 28 through 31 of Brandon Brook (Phase I, Map 3) as shown on a plat recorded in Map Book 28, Page 722 in the aforesaid Registry, North 02-48-09 West 453.47 feet to an existing iron rod; thence with the easterly boundaries of Lots 32 through 34 of Brandon Brook (Phase I, Map 4) as shown on a plat recorded in Map Book 29, Page 376 of the aforesaid Registry, North 02-49-30 West 246.63 feet to a new iron rod; thence a new line, the following nine (9) courses and distances: (1) South 89-51-30 East 149.10 feet to a new iron rod, (2) North 86-26-53 East 393.55 feet to a new iron rod, (3) North 47-50-21 East 164.93 feet to a new iron rod, (4) North 00-13-35 West 415.62 feet to a new iron rod, (5) North 71-49-47 East 251.08 feet to a new iron rod, (6) North 39-27-07 East 208.38 feet to a new iron rod, (7) North 77-06-17 East 369.79 feet to a new iron rod, (8) North 38-55-06 East 282.31 feet to a new iron rod and (9) North 69-21-00 East 469.43 feet to a nail set in the center line of the right-of-way of Community House Road; thence with the center line of the right-of-way of Community House Road the following five (5) courses and distances: (1) South 24-29-08 East 117.84 feet to a nail set, (2) with the arc of a circular curve to the left having a radius of 5,000.00 feet, a chord bearing and distance of South 25-20-44 East 150.07 feet and an arc distance of 150.08 feet to a set nail, (3) South 26-12-19 East 165.27 feet to a nail set, (4) with the arc of a circular curve to the left having a radius of 713.00 feet, a chord bearing and distance of South 37-42-51 East 284.51 feet and an arc distance of 286.43 feet to a set nail and (5) South 49-13-22 East 184.05 feet to a nail set; thence within the right-of-way of Community House Road and with the northerly property line of the aforesaid Robert D. Ross property, South 67-19-28 West 395.14 feet to an existing iron rod; thence with the westerly boundary of the aforesaid property owned by Robert D. Ross the following three (3) courses and distances: (1) South 08-43-21 East 354.98 feet to an existing iron rod; (2) South 24-44-32 East 148.04 feet to an existing iron rod; and (3) South 58-33-32 East 42.50 feet to the Point and Place of BEGINNING, containing 59.2062 acres, as shown on survey titled "ALTA/ACSM Survey Prepared For: Pulte Home Corporation & Charlotte Mecklenburg Schools" dated March 27, 2002 and last revised August 19, 2002, prepared by James P. Cameron, NCPLS Number L-3665, of R.B. Pharr & Associates, P.A., reference to which is hereby made for more particular description.

**Parcel Two: Behavioral Health Facilities**

BEGINNING at a new iron rod in the westerly margin of Ellington Street (50 foot wide public right-of-way), said point being located in the northerly line of Lot 14, Block 1, "J.L. Oxentine Property" as shown in Map Book 332, Page 477 of the Mecklenburg County Public Registry from the northeasterly corner of said lot, South 88-40-32 West 10.17 feet to the point of BEGINNING, and run thence with the northerly line of said lot South 88-40-32 West 121.03 feet to an existing iron pipe, said point being the northwest corner of said lot; thence with the westerly line of the "J.L. Oxentine Property" as shown on the aforesaid map South 06-05-17 East 743.90 feet to an existing iron rod in the northerly margin of Billingsly Road (variable width public right-of-way), said point being the southwest corner of the Landgreen, LLC property as described in Deed Book 8230, Page 702 of said Registry; thence with the northerly margin of Billingsly Road, South 78-51-33 West 605.84 feet to a new iron rod; thence with two (2) new lines as follows: 1) North 10-59-46 West 662.79 feet to a new iron rod; 2) North 51-58-53 West 407.05 feet to a new iron rod in an old property line; thence with said old property line North 01-18-10 East 481.09 feet to an existing concrete monument in the southerly margin of Wheatley Avenue (50 foot public right-of-way); thence with the southerly margin of Wheatley Avenue, South 81-17-59 East 1,046.68 feet to a new iron rod at the southwesterly intersection of Wheatley Avenue and Ellington Street; thence with the westerly margin of Ellington Street, South 05-57-42 East 366.40 feet to the point and place of BEGINNING; containing 1,010,230 square feet or 23.1917 acres of land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated January 26, 2004 (Map File W-3041).

**LESS AND EXCEPT** that portion of the above-described tract that falls within the following described parcel of land: To find the point and place of BEGINNING, commence at NGS Monument "M 065" (N: 529,245.93 FT, E: 1,459,414.62 FT, CGF: 0.99984562) and proceed from said Monument S. 87-29-20 E. 1,391.22 feet (ground distance) to a new nail, said point being the POINT AND PLACE OF BEGINNING; run thence N. 05-56-16 W. 416.00 feet to a new iron rod; thence S. 56-35-16 W. 313.35 feet to an existing concrete monument; thence N. 05-40-02 W. 277.54 feet to a point; thence N. 10-03-23 W. 246.02 feet to a point; thence N. 11-49-19 E. 246.90 feet to a point; thence S. 63-29-28 E. 727.49 feet to a point; thence N. 83-59-17 E. 329.94 feet to a point; thence S. 03-32-14 E. 63.06 feet to a point; thence N. 86-05-37 E. 167.50 feet to a point, said point being located on the western margin of the right-of-way of Ellington Street; thence with the western margin of the right-of-way of Ellington Street S. 05-34-10 E. 44.82 feet to a point; thence with the western margin of the right-of-way of Ellington Street S. 05-34-10 E. 250.31 feet to a new iron rod; thence with the western margin of the right-of-way of Ellington Street, with the arc of a circular curve to the left having a radius of 405.00, a chord bearing of S. 11-06-55 E. with a chord length of 78.28 feet and an arc length of 78.40 feet to a new iron rod; thence S. 05-21-19 E. 135.78 feet to an existing nail located in the northern margin of the right-of-way of Billingsley Road; thence S. 77-43-04 W. 131.95 feet to a new nail; thence N. 05-23-18 W. 19.29 feet to an existing iron rod; thence S. 79-33-32 W. 665.17 feet to an existing iron rod; thence S. 09-02-33 E. 13.51 feet to a new nail; thence S. 83-36-08 W. 100.00 feet to the POINT AND PLACE OF BEGINNING, containing 746,006 square feet (11.9356 acres) as shown on a survey of the Carolinas Health Care System, Behavioral Health Care Facility prepared by R.B. Pharr and Associates, P.A., dated June 7, 2012, revised on

October 22, 2012, March 18, 2013, and April 29, 2013, bearing file no. W-4193, and including those areas designated as "Parcel A," "Parcel B," "Lease Area," "Optional Lease Area," and "Parking Easement".

**Parcel Three: Mallard Creek High School**

Being all of that certain Parcel 1 consisting of approximately 60.3251 acres pursuant to the plat showing Charlotte-Mecklenburg, Mallard Creek Property, Map 1, filed for record on December 29, 2006, in Map Book 47, Page 327, in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

**Parcel Four: CPCC Parking Deck Property**

Lying and being in Mecklenburg County, North Carolina and being more particularly described as follows:

Being all of that certain Tract A consisting of approximately 1.2024 acres pursuant to the recombination plat of the property of the Trustees of Central Piedmont Community College filed for record on December 21, 2012, in Map Book 54, Page 664, in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

Being a portion of the same property conveyed to Grantor by deed recorded in Book 11473 at Page 551 and a portion of the same property conveyed to Grantor by deed in Book 18878 at Page 878 in the Mecklenburg County Public Registry.

THE SUBJECT PROPERTY HAS BEEN CLASSIFIED AS BROWNFIELDS PROPERTY UNDER THE BROWNFIELDS PROPERTY REUSE ACT OF 1997, N.C.G.S. Sec. 130A-310.30 et. seq., AS EVIDENCED BY THAT CERTAIN NOTICE OF BROWNFIELDS PROPERTY RECORDED DECEMBER 15, 2004, IN BOOK 18125, PAGE 1, MECKLENBURG COUNTY PUBLIC REGISTRY, AND RELATED PLAT RECORDED IN MAP BOOK 42, PAGE 811 OF THE AFORESAID REGISTRY. THE PROPERTY WHICH IS THE SUBJECT OF THIS INSTRUMENT IS SUBJECT TO THE BROWNFIELDS AGREEMENT ATTACHED AS EXHIBIT A TO THE AFORESAID NOTICE OF BROWNFIELDS PROPERTY.

## Parcel Five: Freedom Mall Property

ALL that tract and parcel of land situate and being in the City of Charlotte, County of Mecklenburg, State of North Carolina more particularly described as follows:

BEGINNING at an existing iron rod in the southwesterly margin of Freedom Drive (100 foot public right-of-way), said point being the northwest corner of the "Freedom Mall Outparcel 2" as shown in Map Book 36, Page 872 of the Mecklenburg County Public Registry and running thence from said POINT OF BEGINNING with the line of the Freedom Mall Outparcel the following (6) courses and distances: 1) South 45-17-44 West 25.00 feet to an existing iron rod; 2) North 44-42-16 West 5.00 feet to an existing nail; 3) South 45-17-44 West 150.21 feet to an existing nail; 4) with the arc of a circular curve to the left, having a radius of 24.00 feet, an arc length of 41.70 feet (chord: South 04-28-59 East 36.65 feet) to an existing nail; 5) South 54-15-32 East 200.19 feet to an existing nail; 6) North 45-17-44 East 165.65 feet to an existing nail in the aforesaid southwesterly margin of Freedom Drive; thence with the southwesterly margin of Freedom Drive in two (2) courses and distances as follows: 1) S. 44-42-18 E. 126.38 feet to an existing iron rod; 2) with the arc of a circular curve to the right having a radius of 5,684.64 feet, an arc distance of 120.57 feet (chord: S. 44-05-51 E. 120.57 feet) to an existing iron rod, said point being the northwest corner of the B.S. Howell, Jr. property as described in Deed Book 5046, Page 926 of said Registry; thence with the northerly lines of the B.S. Howell, Jr. property and Howell Family Properties LLC property as described in Deed Book 8012, Page 829 of said Registry S. 59-20-48 W. passing an existing iron rod at 295.03 feet, a total distance of 599.46 feet to an existing iron pipe, said point being the northwest corner of the Howell Family Properties LLC property; thence with the westerly line of the Howell Properties property S. 30-43-23 E. 277.49 feet to an existing iron pipe in the northerly line of "Tract II For City View Development Corporation" as shown in Map Book 24, Page 622 of said Registry; thence with the northerly line of the aforesaid Tract II and continuing with the northerly line of "Tract I, Map 1 For City View Development Corporation" as shown in Map Book 24, Page 928 of said Registry in two (2) courses and distances as follows: 1) S. 59-18-55 W. 544.45 feet to an existing concrete monument; 2) S. 79-39-19 W. 1,022.85 feet to an existing iron rod in the easterly margin of Ashley Road (60 foot right-of-way width at this point); thence with the easterly margin of Ashley Road (variable width right-of-way) in five (5) courses and distances as follows: 1) N. 03-01-33 E. 820.45 feet to an existing iron rod; 2) with the arc of a circular curve to the right having a radius of 397.09 feet, an arc distance of 536.93 feet (chord: N. 41-45-46 E. 496.96 feet) to an existing iron rod; 3) N. 80-30-00 E. 281.60 feet to an existing iron pipe; 4) with the arc of a circular curve to the left having a radius of 574.04 feet, an arc distance of 353.12 feet (chord: N. 62-52-37 E. 347.58 feet) to an existing nail; 5) N. 45-15-14 E. 215.03 feet to an existing nail, said point being the southwest corner of the "Freedom Mall Outparcel 1-Map 1" as shown in Map Book 29, Page 583 of the said Registry; thence with said outparcel in eight (8) courses and distances as follows: 1) S. 44-44-11 E. 7.23 feet to an existing nail; 2) with the arc of a circular curve to the right having a radius of 57.48 feet, an arc distance of 21.35 feet (chord: S. 34-05-43 E. 21.23 feet) to an existing nail; 3) S. 23-27-16 E. 167.36 feet to an existing nail; 4) with the arc of a circular curve to the left having a radius of 59.93 feet, an arc distance of 22.30 feet (chord: S. 34-05-59 E. 22.17 feet) to an existing nail; 5) S. 44-44-42 E. 130.13 feet to a new nail; 6) with the arc of a circular curve to the left having a radius of 60.00 feet, an arc distance of 15.00 feet (chord: S. 51-54-25 E. 14.96 feet) to an existing nail; 7) S. 59-04-09 E. 50.63 feet to an existing nail; 8) N. 44-52-28 E. 196.96 feet to a new nail in the westerly margin of aforesaid Freedom Drive; thence with the westerly margin of Freedom Drive S. 44-42-18 E. 35.00 feet to the point and place of BEGINNING; containing 37,3053 acres or 1,625,021 square feet of land as shown on a Land Title Survey for Freedom Mall Partners prepared by R.B. Pharr & Associates, P.A. dated October 30, 1998, last revised June 17, 2003, bearing file no. W-1117A.

BEING the same property conveyed to Mecklenburg County by deed recorded in Book 16717 at Page 620 in said Registry.

LESS AND EXCEPT the following two (2) tracts:

### Tract 1:

BEGINNING at an existing nail in the southwesterly margin of Freedom Drive (100 foot public right-of-way), said point being the easternmost corner of the "Freedom Mall Outparcel 2" as shown in Map Book 36 at Page 872 of the Mecklenburg County Public Registry, and running

thence from said POINT OF BEGINNING with the southwesterly margin of Freedom Drive the following two (2) courses and distances: 1) S. 44-42-18 E. 126.38 feet to an existing iron rod; 2) with the arc of a circular curve to the right having a radius of 5,684.64 feet, an arc distance of 120.57 feet (chord: S. 44-05-51 E. 120.57 feet) to an existing iron rod, said point being the northernmost corner of the B.S. Howell, Jr., property as described in Deed Book 5046 at Page 926 of said Registry; thence with the northerly line of the B.S. Howell, Jr., property S. 59-20-48 W. 167.56 feet to a point; thence running N. 45-12-40 W. 206.27 feet to an existing nail; thence running N. 45-17-44 E. 165.65 feet to the POINT AND PLACE OF BEGINNING, containing 37,286 square feet as shown on a Land Title Survey for Freedom Mall Partners prepared by R.B. Pharr & Associates, P.A., dated October 30, 1998, last revised October 8, 2012, bearing file no. W-1117A.

Tract 2:

To find the point of beginning, start at an existing iron rod in the easterly margin of Ashley Road, said point being the westernmost corner of the property conveyed to Mecklenburg County by deed recorded in Book 16717 at Page 620 (described above), and run thence with the easterly margin of Ashley Road the following two (2) calls and distances: 1) N. 03-01-33 E. 820.45 feet to an existing iron pipe; 2) with the arc of a circular curve to the right having a radius of 397.09 feet, an arc distance of 536.93 feet (chord: N. 41-45-46 E. 496.96 feet) to an existing iron rod located in the margin of Ashley Road, said point being the POINT AND PLACE OF BEGINNING, and thence running N. 80-30-00 E. 26.64 feet to a point; thence running S. 14-57-23 E. 66.20 feet to a point; thence running with the arc of a circular curve to the left having a radius of 171.50 feet, an arc distance of 83.83 feet (chord: S. 28-57-37 E. 83.00 feet) to a point; thence running S. 45-17-11 W. 199.56 feet to a point; thence running N. 44-42-49 W. 225.36 feet to a point in the margin of Ashley Road; thence running with the margin of Ashley Road with the arc of a circular curve to the right having a radius of 397.09, an arc distance of 248.26 feet (chord: N. 62-35-22 E. 244.24 feet) to the POINT AND PLACE OF BEGINNING, containing 45,635 square feet as shown on a Land Title Survey for Freedom Mall Partners prepared by R.B. Pharr & Associates, P.A., dated October 30, 1998, last revised October 8, 2012, bearing file no. W-1117A.