Docket #0175 Date Filed: 05/08/2026

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:

BRD LAND & INVESTMENT

DEBTOR.

CASE NO. 26-30215
CHAPTER 11

RESPONSE AND LIMITED OBJECTION TO CHAPTER 11 DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION

LandDesign, Inc. ("LandDesign"), by and through its undersigned counsel, hereby responds and files this limited objection (the "Limited Objection") to the Debtor's Disclosure Statement for Plan of Liquidation (the "Disclosure Statement") [Doc. 137] and Plan of Liquidation [Doc. 138] on the following grounds:

Prior to the Petition Date, LandDesign contracted with the Debtor to provide land design and engineering services regarding various of the Debtor's land development projects. Pursuant to the terms of those agreements, LandDesign prepared various documents, including site plans, plats, permit approval documents, etc. (collectively the "Consultant's Documents"). Under the agreements, LandDesign retained ownership of all those documents, but granted the Debtor a nonexclusive license to use the documents provided that LandDesign was fully paid.

> The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purpose of constructing, completing, using

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> and maintaining the Project, provided Consultant is fully compensated pursuant to the terms of this Agreement.

As of the Petition Date, Debtor was indebted to LandDesign for $360,097.54 for amounts which were owed under the terms of the Agreements. Those amounts included, among other things, a Claim of Lien on Real Property in the principal amount of $334,091.29, which Claim of Lien on Real Property was perfected by the filing of a Complaint and Notice of Lis Pendens on February 13, 2026. A true and correct copy of the Complaint is attached hereto as **Exhibit I (**and in turn attaches the Claim of Lien) and a true and correct copy of the Notice of Lis Pendens is attached hereto as **Exhibit II**. The real property that is the subject of LandDesign's Claim of Lien is described more particularly in the Claim of Lien and is scheduled (in whole or in part) on Lines 55.10, 55.11, and 55.12 of the Debtor's Schedule A/B [Doc. 95]. Land Design's lien rights in the subject real property relate back to LandDesign's first date of furnishing services, January 10, 2024.

LandDesign does not generally object to the Debtor's Plan of Liquidation, but requests that any order confirming the Plan specifically provides that (a) the Consultant Documents are owned exclusively by LandDesign; and (b) the Debtor may not sell, transfer or provide any of the Consultant's Documents to a third party for any purpose whatsoever without first paying all amounts owed to LandDesign in connection with its ownership and licensor rights.

WHEREFORE, LandDesign respectfully requests that this Court:

A. Conduct a hearing to consider the Disclosure Statement, Plan of Liquidation, and the Limited Objection and include the requested language in any confirmation order entered in this case; and

B. Grant such other and further relief as this Court deems appropriate and just.

This the 8th day of May, 2026.

PARKER POE ADAMS & BERNSTEIN, LLP

By: */s/ Adrianne Chillemi*

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Counsel for LandDesign, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing **RESPONSE AND LIMITED OBJECTION TO CHAPTER 11 DISCLOSURE STATEMENT AND PLAN OR LIQUIDATION** using the CM/ECF system which will send electronic notification of such filing to the following:

Matthew L. Tomsic
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Counsel for Debtor

Shelley K. Abel
shelley_abel@ncwba.uscourts.gov
Bankruptcy Administrator

This the 8th day of May, 2026.

/s/ Adrianne Chillemi
Adrianne Chillemi
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Charlotte, North Carolina 28202
adriannechillemi@parkerpoe.com
Counsel for LandDesign, Inc.

EXHIBIT I
TO RESPONSE AND LIMITED OBJECTION TO CHAPTER 11 DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION

26CV008742-590

STATE OF NORTH CAROLINA MECKLENBURG COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 26CV_____
LANDDESIGN, INC., Plaintiff, v. BRD LAND & INVESTMENT and BRD LAND & INVESTMENT MANAGEMENT, LLC; Defendants.	**COMPLAINT**

LandDesign, Inc. ("**LandDesign**"), complaining of Defendants, alleges and states:

PARTIES AND JURISDICTION

1. LandDesign is a corporation formed and existing under the laws of the State of North Carolina. LandDesign is, and was at all times relevant hereto, properly authorized to conduct business in the State of North Carolina, maintaining a principal place of business in Mecklenburg County, North Carolina.

2. BRD Land & Investment ("**BRD**") is a general partnership formed and existing under the laws of the State of South Carolina. Upon information and belief BRD and its general partners are not, and at all times relevant hereto were not, properly authorized to conduct business in the State of North Carolina.

3. BRD Land & Investment Management, LLC ("**BRD LLC**") is a limited liability company organized and existing under the laws of the State of North Carolina with a principal office in Mecklenburg County, North Carolina and its statutory agent for service of process in Mecklenburg County, North Carolina.

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4. This Court has subject matter jurisdiction over this action and personal jurisdiction over its defendants.

5. Venue is proper in this Court pursuant to N.C. Gen. Stat. §§ 1-79, 1-80, and 1-82.

6. The filing of this action is prior to the expiration of any applicable statute of limitation or statute of repose. All conditions precedent to the filing of this action have been performed, have occurred, or have been waived.

FACTS

7. On or about May 23, 2024, LandDesign and BRD entered into a written contract pursuant to which LandDesign agreed to provide engineering services (the "**Riverview Farm Contract**") to and for the improvement of real property located in Iredell County, North Carolina ("**Riverview Farm**"). A true and accurate copy of the Riverview Farm Contract is attached hereto and incorporated herein as **Exhibit A**.

8. LandDesign properly provided engineering services to BRD pursuant to the Riverview Farm Contract.

9. A portion of the real property on which LandDesign properly provided engineering services to BRD pursuant to the Riverview Farm Contract is owned by BRD or by BRD and BRD LLC (the "**BRD Riverview Tract**").

10. The BRD Riverview Tract and the services performed by LandDesign thereon are more particularly described in the Claim of Lien on Real Property filed by LandDesign and denominated File Number 26M000033-480 by the Iredell County Clerk of Court, a true and correct copy of which is attached hereto as **Exhibit B** (the "**Riverview Farm Lien**").

11. LandDesign invoiced BRD for the services provided, such outstanding payment invoice totaling $334,091.29 at the time of the filing of the Riverview Farm Lien for the services provided for the improvement of Riverview Farm.

12. On or about March 2, 2023, LandDesign and BRD LLC entered into a written contract pursuant to which agreed to provide engineering services (the "**Van Wyck Contract**") to and for the improvement of real property located in Lancaster County, South Carolina ("**Van Wyck**"). A true and accurate copy of the Van Wyck Contract is attached hereto and incorporated herein as **Exhibit C**.

13. The Van Wyck Contract provides that BRD Land & Investment, LLC is LandDesign's counterparty. Upon information and belief, the Van Wyrick Contract contained a scrivener's error identifying LandDesign's counterparty and BRD LLC intended the Van Wyck Contract to identify BRD LLC as LandDesign's counterparty.

14. No entity listed as BRD Land & Investment, LLC is registered with either the North Carolina Secretary of State or the South Carolina Secretary of State.

15. LandDesign invoiced for the services provided under the Van Wyck Contract. As of the filing of this Complaint, the outstanding payments invoiced total $26,006.25 under the Van Wyck Contract.

16. LandDesign has received partial payments on the Riverview Farm project and on the Van Wyck project. Those payments came from the same bank account, despite the fact that the counterparties identified on the face of the Riverview Farms Contract and the Van Wyck Contract are different.

17. The Riverview Farm Contract identifies 234 Kingsley Park Drive, Suite 110, Rock Hill South Carolina 29715 as BRD's office, and the Van Wyck Contract identifies 234 Kingsley Park Drive, Suite 110, Rock Hill South Carolina 29715 as BRD LLC's office.

18. Accordingly, BRD and BRD LLC share, or have previously shared, the same office.

19. Upon information and belief, BRD and BRD LLC are joint owners of Riverview Farm and obtained their joint ownership of the property via the same deed. A true and accurate copy of such deed is attached hereto and incorporated herein as **Exhibit D**.

20. Upon information and belief BRD's general partners and BRD LLC's officers and managers are, or are owned and managed by, the same three individuals—Tim Samuels, Lindsay Jarvis, and Maurice Johnson.

FIRST CLAIM FOR RELIEF
(Breach of Contract Against BRD: Riverview Farm Contract)

21. LandDesign restates and incorporates by reference the allegations contained in Paragraphs 1-20, above, as if set forth fully herein.

22. LandDesign and BRD entered into the Riverview Farm Contract, whereby LandDesign agreed to provide engineering services for improvement of Riverview Farm in exchange for payment by BRD.

23. LandDesign properly provided the engineering services pursuant to the Riverview Farm Contract, and invoiced BRD for such services.

24. BRD has failed to pay $334,091.29 of the principal amount owed to LandDesign for the services provided pursuant to the Riverview Farm Contract, and has materially breached the Riverview Farm Contract by failing to pay LandDesign when due.

25. LandDesign has performed, or there have occurred, all conditions precedent necessary for payment.

26. In addition to its failure to pay LandDesign the outstanding sums due and owing it, upon information and belief, BRD has or may have continued use of LandDesign's instruments of service in violation of, *inter alia*, Article 7.2 of the Riverview Farm Contract.

27. As a direct and proximate result of BRD's breach of the Riverview Farm Contract, LandDesign has been damaged and is entitled to recover of BRD and its general partners not less than the total principal amount of $334,091.29, plus pre-judgment interest and post-judgment interest in such amounts as may be calculated based on the timing of the original outstanding lien balance and of the partial payment made hereunder.

SECOND CLAIM FOR RELIEF
(Enforcement of Lien Against Real Property: Riverview Farm)

28. LandDesign restates and incorporates by reference the allegations contained in Paragraphs 1-27, above, as if set forth fully herein.

29. LandDesign furnished engineering services on and for improvement of the Riverview Farm property, including the BRD Riverview Tract, pursuant to a contract with BRD.

30. LandDesign first furnished such services on and for improvement of the Riverview Farm property, including the BRD Riverview Tract, on January 10, 2024, and last furnished such services on December 5. 2025.

31. BRD has failed to pay all amounts owed for the services provided by LandDesign for improvement of the Riverview Farm property pursuant to the Riverview Farm Contract for such work and, as a result, LandDesign filed its Riverview Farm Lien against the BRD Riverview Tract,.

32. BRD or BRD and BRD LLC are the record owners of the BRD Riverview Tract, that portion of the Riverview Farm property described in the Riverview Farm Lien.

33. As required by N.C. Gen. Stat. § 44A-12(b), the Riverview Farm Lien was filed and served on the BRD and BRD LLC within 120 days following the date upon which LandDesign last furnished services for the improvement of the Riverview Farm property, including the BRD Riverview Tract.

34. As required by N.C. Gen. Stat. § 44A-13(a), this action to enforce the Riverview Farm Lien has been instituted within 180 days following the date upon which LandDesign last furnished services for the improvement of the BRD Riverview Tract.

35. A Notice of Lis Pendens is being filed contemporaneously herewith in the General Court of Justice, Superior Court Division of Iredell County, North Carolina.

36. Pursuant to the Riverview Farm Lien and Chapter 44A of the North Carolina General Statutes, LandDesign is entitled to a specific lien against the BRD Riverview Tract in the principal amount of $334,091.29 (or such amount as the Court may apportion), with such lien having an effective priority date of January 10, 2024, (the date LandDesign first furnished labor, materials, and equipment for improvement of the Riverview Farm property). LandDesign is entitled to a judgment directing the sale of the BRD Riverview Tract property to satisfy the lien, and LandDesign specifically demands the sale of the BRD Riverview Tract and the application of the proceeds from such sale to the satisfaction of the lien.

THIRD CLAIM FOR RELIEF
(Unjust Enrichment / Quantum Meruit / Implied Contract Against all Defendants)
In the Alternative

37. LandDesign restates and incorporates by reference the allegations contained in Paragraphs 1-36, above, as if set forth fully herein.

38. In the alternative to its other claims, and only to the extent that BRD and BRD LLC contend that any of the services provided by LandDesign were not included in a valid express

contract agreement, LandDesign alleges that through December 5, 2025, LandDesign provided services to BRD and BRD LLC for which LandDesign has not been paid.

39. In the event that BRD and BRD LLC contend some or all of the services for which LandDesign has not been paid were outside the scope of the Riverview Farm Contract, LandDesign alleges that the services it provided and for which it has yet to be paid has a remaining fair and reasonable value of at least $334,091.29 (exclusive of any pre-judgment interest, post-judgment interest, costs, or attorneys' fees), and that LandDesign has therefore conferred a measurable benefit in the amount of at least $334,091.29 on BRD, its partners, and BRD LLC for which it has not been compensated.

40. At the time LandDesign provided the services, LandDesign reasonably expected to be paid for the same. LandDesign did not confer this benefit on BRD and BRD LLC gratuitously, nor by any interference in the affairs of BRD and BRD LLC.

41. BRD and BRD LLC voluntarily, knowingly, and consciously accepted the benefit of the services provided by LandDesign, and knew, or reasonably should have known, that LandDesign expected to be compensated for the same.

42. LandDesign will have been damaged, and BRD and BRD LLC will have been unjustly enriched, if BRD, its general partners, and BRD LLC do not pay for the services provided by LandDesign for BRD and BRD LLC's use and benefit.

43. As a result of the foregoing, and in the alternative to LandDesign's other claims, BRD and BRD LLC are liable to LandDesign in *quantum meruit*, implied contract, or other equitable theory for the reasonable value of the labor, materials, and equipment provided by LandDesign and for which LandDesign has not been paid, which is at least $334,091.29.

FOURTH CLAIM FOR RELIEF
(Breach of Contract Against BRD LLC: Van Wyck Contract)

44. LandDesign restates and incorporates by reference the allegations contained in Paragraphs 1-43, above, as if set forth fully herein.

45. LandDesign and BRD LLC entered into the Van Wyck Contract, whereby LandDesign agreed to provide engineering services for improvement of Van Wyck in exchange for payment by BRD LLC.

46. LandDesign properly provided the engineering services pursuant to the Van Wyck Contract, and invoiced BRD LLC for such services.

47. BRD LLC has failed to pay $26,006.25 of the principal amount owed to LandDesign for the services provided pursuant to the Van Wyck Contract, and has materially breached the Van Wyck Contract by failing to pay LandDesign when due.

48. LandDesign has performed, or there have occurred, all conditions precedent necessary for payment.

49. As a direct and proximate result of BRD LLC's breach of the Van Wyck Contract, LandDesign has been damaged and is entitled to recover of BRD LLC the total principal amount of $26,006.25, plus pre-judgment interest and post-judgment interest.

FIFTH CLAIM FOR RELIEF
(Unjust Enrichment / Quantum Meruit / Implied Contract Against BRD LLC)
In the Alternative

50. LandDesign restates and incorporates by reference the allegations contained in Paragraphs 1-49, above, as if set forth fully herein.

51. In the alternative to its other claims, and only to the extent that BRD LLC contends that any of the services provided by LandDesign were not included in a valid express contract

agreement, LandDesign alleges that through August 1, 2025, LandDesign provided services to BRD LLC for which LandDesign has not been paid.

52. In the event that BRD LLC contends some or all of the services for which LandDesign has not been paid were outside the scope of the Van Wyck Contract, LandDesign alleges that the services it provided and for which it has yet to be paid has a remaining fair and reasonable value of at least $26,006.25 (exclusive of any pre-judgment interest, post-judgment interest, costs, or attorneys' fees), and that LandDesign has therefore conferred a measurable benefit in the amount of at least $26,006.25 on BRD LLC for which it has not been compensated.

53. At the time LandDesign provided the services, LandDesign reasonably expected to be paid for the same. LandDesign did not confer this benefit on BRD LLC gratuitously, nor by any interference in the affairs of BRD LLC.

54. BRD LLC voluntarily, knowingly, and consciously accepted the benefit of the services provided by LandDesign, and knew, or reasonably should have known, that LandDesign expected to be compensated for the same.

55. LandDesign will have been damaged, and BRD LLC will have been unjustly enriched, if BRD LLC does not pay for the services provided by LandDesign for BRD LLC's use and benefit.

56. As a result of the foregoing, and in the alternative to LandDesign's claim for breach of contract against BRD LLC, BRD LLC is liable to LandDesign in *quantum meruit*, implied contract, or other equitable theory for the reasonable value of the labor, materials, and equipment provided by LandDesign and for which LandDesign has not been paid, which is at least $26,006.25.

WHEREFORE, LandDesign respectfully requests that this Honorable Court:

1. Enter judgment in favor of LandDesign and against BRD as to the First Claim for Relief, and award LandDesign damages not less than the principal amount of $334,091.29, plus pre-judgment interest at the highest rate allowed by law;

2. Enter judgment in favor of LandDesign and against BRD and BRD LLC as to the Second Claim for Relief, granting LandDesign a specific lien on the BRD Riverview Tract in the principal amount of $334,091.29 with an effective priority date of January 10, 2025 and directing that the BRD Riverview Tract be sold to satisfy the lien;

3. In the alternative to its first two claims for relief, enter judgment in favor of LandDesign and against BRD and BRD LLC as to the Third Claim for Relief;

4. Enter Judgment in favor of LandDesign and against BRD LLC as to the Fourth Claim for Relief, and award LandDesign damages not less than the principal amount of $26,006.25 plus pre-judgment interest at the highest rate allowed by law;

5. In the alternative to its Fourth Claim for Relief, enter judgment in favor of LandDesign and against BRD LLC as to the Fifth Claim for Relief;

6. Award LandDesign its post-judgment interest at the highest rate allowed by law or under the parties' contracts and accounting for the dates prior to partial payment being made;

7. Award LandDesign its costs incurred in this action;

8. Award LandDesign its reasonable attorney's fees pursuant to N.C. Gen. Stat. § 44A-35;

9. Alternatively, award LandDesign its reasonable attorney's fees as otherwise allowed by law or under the parties' contracts; and

10. Grant such other and further relief as this Honorable Court deems just and proper.

This the 13th day of February, 2026.

PARKER POE ADAMS & BERNSTEIN LLP

By: */s/ Adrianne Chillemi*

Adrianne Chillemi
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Attorney for Plaintiff

EXHIBIT A TO COMPLAINT

LandDesign
CREATING PLACES
THAT MATTER.

MAY 23, 2024

AGREEMENT FOR
PROFESSIONAL SERVICES

RIVERVIEW FARM BRD

BRD LAND & INVESTMENT 5/24/2024 5/24/2024
LandDesign PN: 1024027

This Agreement is made and entered into as of the _____ day of _____, 20_____, by and between BRD Land & Investment (the "Client") located at 234 Kingsley Park Drive, Suite 110, Fort Mill, South Carolina 29715 and LandDesign, Inc. (the "Consultant") located at 223 North Graham Street, Charlotte, North Carolina 28202.

The Client desires to retain the services of the Consultant to provide engineering services for the Client's Riverview Farm BRD project, located in North Carolina (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the

"Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which

shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates Philip M. Hayes, President, Land Investment Resources as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and it subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed here to as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this Agreement, Client agrees to reimburse and indemnify Consultant for any and all reasonable attorney fees associated with the collection of the outstanding fees from Client.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

i. General Liability insurance policy limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.
ii. Automobile Liability insurance policy limits of One Million Dollars ($1,000,000) combined single limit.
iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars ($5,000,000) per occurrence and in the aggregate.
iv. Workers' Compensation insurance policy limits of One Million Dollars ($1,000,000) each accident, each employee and policy limit.
v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars ($3,000,000) per claim and in the aggregate.

5.2 The Client will procure and maintain general liability and property insurance to protect Client and its property from all risks, hazards and liabilities in the minimum amount of the initial cost of the Project's constructions, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

5.3 To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.

5.6 Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating to this Agreement.

5.7 The indemnity provisions set forth in Sections 5.4 and 5.5 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of it services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.3 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.4 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.5 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.6 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common

law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project, provided Consultant is fully compensated pursuant to the terms of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of North Carolina, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or

individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

BRD Land & Investment
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of North Carolina, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LAI

DocuSigned by:
BY: Dale Stewart
A1A163B2944145B... DATE: 5/24/2024
Dale Stewart, PE for LandDesign, Inc.
Partner

BR MENT

DocuSigned by:
BY:
9AC8B39D638E45E... DATE: 5/24/2024
Maurice Johnson

EXHIBIT A

SCOPE OF SERVICES

OVERVIEW

With execution of this agreement, the previous two Riverview Farm contracts will be cancelled upon payment of invoices submitted under those contracts. Completed previous work product applicable to this new contract will be effectively transferred to this new contract.

The scope of services and associated fees are detailed below. The land encompassing the Riverview Farm development remains, as in previous agreements, at approximately 648-acres. As detailed below certain corollary services are excluded and are assumed to be by other consultants. Consultant agrees to coordinate as requested with other Client Consultants.

Assumptions as precursors to this contract include approval of the Preliminary Plat (and Site Plan) by the TRC and Iredell County, NCDOT approval of the TIA, confirmation, and commitment of water supply from Energy United, NCDEQ approval and issuance of an NPDES Permit, and final Client approval of the Phase 1, 2, and 3 Site Plan

I. CONTINUATION OF DUE DILIGENCE — PHASE 010

Consultant will continue to complete certain due diligence tasks to provide clarity of design scope where necessary and coordination with other consultants including;

A. NCDOT concurrence with preliminary plan for improvements to US70 for Riverview Farm entrance to Phases 1, 2, and 3.

B. Location of the WTP and collection system interconnection with Owner's WTP consultant.

C. Resolution of the method of interconnecting Phase 1, 2, and 3 with Phase 4.

D. Determination in coordination with Meade Gunnell on the potential need for an amended EAP resulting from increased impervious cover in the contributory water shed.

E. Coordination with Energy United to obtain fire flow tests using their existing fire hydrants.

F. Coordination of additional field surveys requests with Owner's Survey consultant.

II. SUBDIVISION FINAL CONSTRUCTION PLANS – PHASE 1, 2, AND 3 — PHASE 300

Subsequent to final approval of the Preliminary Plat and Phases 1, 2, and 3 Site Plan approval, by Client and NCDOT approval of the TIA, Consultant will proceed with completing final construction plans for land development.

A. Design Basis for Construction Plans

1. Consultant will complete final subdivision construction plan including streets, lots, common areas, buffers, sidewalks, utility access and easements, WTP access and offsite roadway improvements.

   Relocation of Brickyard Road and required improvements for US70 entrance for Phases 1, 2, 3, and Sharon School Road.

2. Supporting design details for the subdivision plans will include elements required by NCDOT Subdivision Design Manual, street typical sections, sidewalk details per Iredell County requirements, site distance for intersections, signage, vertical and horizontal geometry, and associated construction notes.

B. Subdivision Streets – Phases 1, 2, 3

Consultant will coordinate with NCDOT district office, and streets will meet the requirements of the NCDOT Subdivision Design Manual.

Street design will include horizontal and vertical alignments and profiles meeting NCDOT requirements. As necessary, final mass grading plans will be adjusted based upon final street geometry.

Streets are assumed to be classified as residential.

C. Storm Drainage

In concert with final street design and mass grading, Consultant will complete required storm drainage design including definition of contributory drainage areas, horizontal and vertical design of storm water conveyance piping and structures, setting structures rims and inverts, pipe design slope, and storm outlet details. Designs will be supported by requisite storm calculations. Storm drainage will meet NCDOT standards and requirements.

D. Erosion Control

In accordance with the requirements of Iredell County and NCDEQ Sedimentation Control, Consultant will design and produce final plans for overall erosion control for proposed land development. Where appropriate, plans will depict and describe the necessary phases of erosion control measures. Consultant will acquire regulatory approvals for the erosion control plans. Consultant makes no guarantees as to the approved plans preventing erosion issues, as Contractor shall be responsible for the plan's implementation as a performance-based construction activity. Measures will include and detail both temporary and permanent measures.

E. Potential Storm Water Detention

Based upon current Iredell County ordinances and NCDEQ regulations, permanent storm water detention or water quality treatment is not a regulatory requirement.

Consultant will, where feasible, evaluate the potential conversion of erosion control basins to permanent dry detention facilities. At storm outlets where such conversion is not feasible, Consultant will incorporate and design applicable velocity control measures to avoid outlet erosive velocities.

III. OFF-SITE ROADWAY IMPROVEMENTS — PHASE 301

In accordance with the approved TIA, Consultant will prepare final construction plans in accordance with NCDOT standards for:

- Realignments of Brickyard Road, US70 Connection
- US70/ Prop. Parkway Intersection (Access?)
- Sharon School Road/ US70 Intersection

A. Prepare a roadway improvement plan including:

1. Roadway Cross Sections at 50' intervals.
2. Traffic Control Plan.
3. Layout and Staking Plan.
4. Roadway Plan and Profile.
5. NCDOT permit submittal including:
   i. Plan/ Profile.
   ii. Required Details.
   iii. Permit Sheet.
6. Relocation of storm drainage.
7. Associated calculations and details.

Note: Relocation of underground utilities including watermains is not part of this scope. If needed, will be additional services.

IV. 100+1 STUDIES — PHASE 302

Consultant shall perform 100+1 Flood Analyses on existing drainageways on the parcel as required to set the flood protection elevations for development adjacent to the drainageways. Existing topographic information shall be used to prepare cross-section data as necessary, and a field walk, or other means shall be utilized to assess existing land cover to set the appropriate coefficients for modelling. Hec-Ras shall be utilized to model the 10-year water

surface elevations of each drainageway and a map indicating the extents of the water surface along the conveyance of the stream shall be provided. Proposed grading affecting the conveyance of the drainageway shall be considered in the modelling. Developed lots abutting conveyances, shall be set at one foot minimum above the 100-year water surface elevation or greater if local ordinance requires. Should there be a need for field surveyed cross-sections, Consultant will coordinate with Client's Surveyor to obtain additional information.

Note: FEMA regulated flood studies or map revisions are excluded from this scope of work.

V. UTILITIES — PHASE 303

Water distribution and sewer collection facilities shall be designed to City of Statesville design standards. It is assumed that all water and sewer facilities will be owned and operated by Waste Management Pros.

B. Water Distribution

Client anticipates potable water supply will be from the Energy United system via connection to an existing 20" watermain in US70. Consultant will coordinate with Energy United and design connection at the subdivision entrance to this main for phases 1, 2, & 3.

Consultant will design and prepare construction plans for the internal water distribution system including watermains, fittings, valves, hydrants, and lot services to City of Statesville and NCDEQ requirements, standards, and regulations for Phases 1, 2, and 3.

Consultant will, upon delivery of fire hydrant flow test results from Energy United, complete a water model to inform distribution system line sizing.

C. Sewer Collection

In accordance with requirements and standards of City of Statesville and the NCDEQ regulations, Consultant will design and prepare construction plans and details of the sanitary sewer collection system to serve the development. Designs will assume a gravity-based collection system serving Phase 1, 2, and 3. Details will include plan and profile of sanitary sewer lines and associated manhole structures, and service laterals to individual lot lines/street right-of-way.

VI. COLLECTION SYSTEM PUMP STATION — PHASE 304

At a location as determined from the design of the gravity sewer collection system, Consultant will design a duplex sewage pumping station meeting City of Statesville and NCDEQ standards and requirements. The pump station will have a design capacity to service Phase 1, 2 and 3.

Consultant will also size and design an accompanying force main appropriately sized for the design flow for Phase 1, 2, and 3. The route and terminus of force main will be coordinated with the design of the WTP and location of the WTP influent pump station.

Should more than one station be required to service Phases 1, 2, and 3, such design will be subject to additional services. Note: FEMA regulated flood studies or map revisions are excluded from this scope of work.

VII. WETLANDS ASSISTANCE — PHASE 040

When requested by Client, Consultant will coordinate and support efforts by the Client's Wetlands Consultant in evaluations including provision of exhibits and construction plans.

The goal of the Client is a no impact wetlands strategy and Consultant will as requested provide services in support of this strategy.

VIII. DRY UTILITY COORDINATION — PHASE 041

As requested by Client, Consultant will coordinate with dry utility providers by providing approved plans. As deemed appropriate and necessary for this coordination, Consultant will provide "sleeving plans" for the installation of dry utility conduits. Conduit design criteria shall be provided by the dry utility providers through Client.

Consultant will coordinate the following with Duke Energy;

A. With respect to the relocation of Brickyard Road/ US70 Intersection, Consultant will provide proposed plans and coordinate with Duke on the relocation of existing "regulators" platform, and poles.

B. With respect to the TIA required right turn lane on Sharon School Road/ US70 Intersection, Consultant will provide proposed plans and coordinate with Duke on the relocation of existing poles, if required.

C. For the provision of service to Riverview Farm Phases 1, 2, and 3, Consultant will provide final construction plans for physical elements and coordinate with Duke Energy, location of power underground cabling, service connections, and supporting power infrastructure.

D. In coordination with the WTP Design Engineer, Consultant will coordinate with Duke Energy to provide required load information and routing for Duke Energy to provide three (3) phase power to the WTP and system pump stations.

IX. PERMITTING ASSISTANCE — PHASE 042

Where required by regulatory authorities or requested by Client, Consultant will provide assistance in the preparation of applicable applications for Client execution, and with appropriate plans prepare and file submission packages with the completed applications. Required permits approvals may include:

- Iredell County
- NCDEQ
- NCDOT
- Waste Management Pros
- Energy United

Note: All required application fees shall be paid by Client.

X. ROADWAY CONNECTION – PHASES 1, 2 + 3 WITH PHASE 4 — PHASE 043

As requested, Consultant will provide preliminary design services for the evaluation and pursuit of a viable concept to connect development Phase 1, 2, and 3 to Phase 4.

Currently three (3) possible scenarios have been identified for this connection.

Consultant will provide concept sketches, hydraulic analysis, preliminary plan, and coordination with other Consultants.

No final design will be provided under this Agreement.

XI. FUTURE PHASE 4 — PHASE 044

Relative to the future Phae 3 area of the Riverview Farm site, Consultant will, upon completion of construction plans for Phase 1, 2, and 3 and upon the provision of lot design parameters, proceed with the following:

A. Site plan for roadway alignments and lotting in accordance with provided lot design criteria.

B. Preliminary earthwork/ grading plan and analysis.

C. Preliminary water distribution and sewer collection plan.

D. US70, Phase 4 entrance preliminary plan.

E. Preliminary location of erosion control sediment basins.

F. Preliminary storm drainage plan.

No final construction plans will be provided.

XII. MEETINGS AND TEAM COORDINATION — PHASE 070

As requested by Client or required for regulatory response, Consultant will provide the requisite staff as appropriate or requested to attend virtual or in-person meetings.

Consultant will, on behalf of Client, provide guidance, team member coordination general team communication and participate in team meetings.

ADDITIONAL SERVICES AS REQUESTED BY CLIENT

1. Services not specifically listed under Scope of Services provided by Consultant, as detailed above.
2. Changes in Scope of Services, requested by Client.
3. Changes to approved building footprints and lot design criteria.
4. Surveying services. Design, construction stakeout, and as-built surveys.
5. Preparation of Right-of-Way plats.
6. Wetlands identification, surveying, permitting and associated tasks.
7. USCOE and DWQ (stream/wetland) impact approvals by others
8. Geotechnical engineering.
9. Dams requiring design and approval subject to North Carolina dam safety.
10. Assessment of existing dams.
11. Analysis and/or modifications to existing dams on site, modification to existing dam permits or EAPs, or dam breach design or permitting.
12. Design and permitting of a new bridge, if proposed.
13. Storm Water – Water Quality Treatment Facilities.
14. Easement agreements/ RW Acquisition.
15. Off-site roadway design and permitting for US70/ Old Mountain Rd. Intersection.
16. Permit application fees.
17. Structural, electrical, and mechanical engineering design services required for site elements.
18. Structural wall design, drawings, and permitting for screen walls and retaining walls.
19. Graphic signage design.
20. Monumentation construction documents.
21. Perspective renderings for marketing or other exhibits.
22. Design or permitting of Amenity, pools, Water features, and other amenity features.
23. Designs related to proposed "Pocket Parks".
24. Irrigation design and permitting.
25. Detailed fine grading of lots and common areas.
26. Layout of electric, telephone, cable services and associated details, and site lighting plan.
27. Construction Phase Services – this scope of work will be defined and negotiated as a change order to the contract at a later date.
28. Quantity take-offs or budget estimates.
29. Changes required due to contractor error during construction.
30. Site plans, engineering, grading or utilities design for future development areas.
31. Design or study assistance for the Marina site, the ship store, or the private access road and Railroad Crossing Design.

EXHIBIT B

FEES

COMPENSATION SUMMARY

DESCRIPTION	PHASE (S)	FEE
Continuation of Due Diligence – *Budget Allocation*	010	$35,000
Subdivision Final Construction Plans – Phases 1, 2, & 3	300	$540,000
Off-Site Roadway Improvements	301	$100,000
100+1 Studies	302	$30,000
Utilities	303	$150,000
Collection System Pump Station	304	$125,000
Wetlands Assistance – *Budget Allocation*	040	$12,000
Permitting Assistance – *Budget Allocation*	041	$10,000
Dry Utility Coordination – *Budget Allocation*	042	$15,000
Roadway Connection – Phase 1, 2 +3 with Phase 4 – *Budget Allocation*	043	$20,000
Future Phase 4 – *Budget Allocation*	044	$175,000
Meetings and Team Coordination – *Budget Allocation*	070	$30,000

Note: Phases with "Budget Allocations" are hourly fee services, and the stated fees are allocation budgets. Should the expenditures for these phases reach these allocations, Consultant will request Client approval for additional budget allocations.

HOURLY RATES

Partner	$200.00 - $320.00/Hour	Construction Administration Manager	$100.00 - $150.00/Hour
Principal	$190.00 - $290.00/Hour	Survey Manager	$130.00 - $220.00/Hour
Director	$150.00 - $280.00/Hour	Professional Surveyor	$120.00 - $210.00/Hour
Studio Leader	$130.00 - $260.00/Hour	Field Survey Party	$180.00 - $240.00/Hour
Senior Designer	$120.00 - $220.00/Hour	Survey CAD Technician	$ 80.00 - $200.00/Hour
Designer	$ 80.00 - $200.00/Hour	Project Assistant	$ 60.00 - $ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant in the interest of the Project shall be reimbursable and billed at 1.1 times Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, supplies, printing, and photographic reproductions.

Special Note:

Please refer to following Exhibit C regarding amounts billed, outstanding Accounts Receivable, and Remainder to complete. Notwithstanding any other provision herein, Consultant will not continue work until all invoices past 60 days due are paid.

DS DS

CUSTOM - PROJECT PHASE SUMMARY WITH CURRENT HOURS

LANDDESIGN, INC.

5/15/2024
3:36:46 PM

	JTD A/R Amount	Contract Amount	Consultant Fee	JTD Billed	JTD Unbilled	Total @ Billing Rates inc. Unbilled	% Complete @ Billing rates	Contract Amt Left inc. Unbilled	% Remaining @ Billing rates
Project Manager Name: ICARD, JEREMY									
Project Number: 1024027 RIVERVIEW FARM BRD									
Phase Number: 010 CONTINUATION OF DUE DILIGENCE - EST $35K	18,952.50	35,000.00	0.00	18,952.50	1,475.00	20,427.50	58.4%	14,572.50	41.6%
Phase Number: 040 WETLANDS ASSISTANCE - EST $12K	11,962.50	12,000.00	0.00	11,962.50	255.00	12,217.50	101.8%	-217.50	1.8%
Phase Number: 041 PERMITTING ASSISTANCE - EST $10K	777.50	10,000.00	0.00	777.50	0.00	777.50	7.8%	9,222.50	92.2%
Phase Number: 042 DRY UTILITY COORDINATION - EST $15K	2,967.50	15,000.00	0.00	2,967.50	65.00	3,032.50	20.2%	11,967.50	79.8%
Phase Number: 043 ROADWAY CONNECTION PH 1-4 - EST $20K	1,936.25	20,000.00	0.00	1,936.25	0.00	1,936.25	9.7%	18,063.75	90.3%
Phase Number: 044 FUTURE PHASE 4- EST $175K	0.00	175,000.00	0.00	0.00	0.00	0.00	0.0%	175,000.00	100.0%
Phase Number: 070 MEETINGS & TEAM COORD - EST $30K	12,447.50	30,000.00	0.00	12,447.50	2,701.25	15,148.75	50.5%	14,851.25	49.5%
Phase Number: 300 SUBDIVISION FINAL CONSTR PLANS- PH 1-3	239,443.00	540,000.00	0.00	239,443.00	48,441.25	287,884.25	53.3%	252,115.75	46.7%
Phase Number: 301 OFF-SITE ROADWAY IMPROVEMENTS	15,262.50	100,000.00	0.00	15,262.50	9,700.00	24,962.50	25.0%	75,037.50	75.0%
Phase Number: 302 100+1 STUDIES	0.00	30,000.00	0.00	0.00	0.00	0.00	0.0%	30,000.00	100.0%
Phase Number: 303 UTILITIES	41,201.25	150,000.00	0.00	41,201.25	5,280.00	46,481.25	31.0%	103,518.75	69.0%
Phase Number: 304 COLLECTION SYSTEM PUMP STATION	1,136.25	125,000.00	0.00	1,136.25	0.00	1,136.25	0.9%	123,863.75	99.1%
Phase Number: EXP EXPENSES	608.56	0.00	0.00	608.56	0.00	608.56		0.00	
Total for 1024027	**346,695.31**	**1,242,000.00**	**0.00**	**346,695.31**	**67,917.50**	**414,612.81**	33.4%	**827,995.75**	66.7%

EXHIBIT C – BILLING SUMMARY

Case 26-30215 Doc 175-1 Filed 05/08/26 Entered 05/08/26 15:24:46 Desc Exhibit
Exhibits I and II Page 27 of 51

EXHIBIT B TO COMPLAINT

STATE OF NORTH CAROLINA)
)
IREDELL COUNTY)

CLAIM OF LIEN ON REAL PROPERTY
(N.C. Gen. Stat. §44A-12)

1. Name and address of the person claiming the claim of lien on real property:

LandDesign, Inc.
223 N Graham Street
Charlotte, NC 28202

2. Name and address of the record owner of the real property claimed to be subject to the claim of lien on real property at the time the claim of lien on real property is filed and, if the claim of lien on real property is being asserted pursuant to G.S. 44A-23, the name of the contractor through which subrogation is being asserted:

Property Owner:
BRD LAND & INVESTMENT, a South Carolina general partnership

BRD Land & Investment Management, LLC
Attention: Maurice Johnson
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

Contractor Through Whom Subrogation is Asserted:
Not Applicable

3. Description of the real property upon which the claim of lien on real property is claimed:

Property PIN 3792127551.000
Parcel I.D. Nos. 3792126777, 3792122879, 3792220102, 3792127478
12.079 Tax Acres
Sigmon Ridge Dr Off US70

Being more particularly described in that certain Quitclaim Deed recorded on October 10, 2025 at BK 3167 PG 2310-2313 of the Iredell County Public Registry

4. Name and address of the person with whom the claimant contracted for the furnishing of labor or materials:

BRD LAND & INVESTMENT, a South Carolina general partnership, for itself and/or on behalf of

Electronically Filed Date: 2/5/2026 3:20 PM Iredell District Court County Clerk of Superior Court

BRD Land & Investment Management, LLC
Attention: Maurice Johnson
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

5. Date upon which labor or materials were first furnished upon said property by the claimant:

January 10, 2024

6. Date upon which labor or materials were last furnished upon said property by the claimant:

December 5, 2025

7. General description of the labor performed or materials furnished and the amount claimed therefor:

LandDesign, Inc. furnished civil engineering services for the development and construction of a single-family residential community, which civil engineering services were in furtherance of a final subdivision construction plan to include streets, lots, common areas, buffers, sidewalks, utility access and easements, WTP access and offsite roadway improvements. The community included the parcels of real property described herein and which are the subject of this Claim of Lien on Real Property. On-the-ground, direct impacts to real property based upon lien claimant's design services include survey staking, geotechnical borings, and wetlands delineation and associated survey staking.

There is due and owing to LandDesign, Inc. for its services the sum of Three Hundred Thirty-Four Thousand, Ninety One Dollars and Twenty-Nine Cents ($334,091.29), plus applicable interest, costs, and attorneys' fees pursuant to N.C. Gen. Stat. sec. 44A-35.

I hereby certify that I have served the parties listed in (2) above in accordance with the requirements of G.S. 44A-11.

Dated this 5th day of February, 2026.

LIEN CLAIMANT:
LandDesign, Inc.
223 N Graham Street
Charlotte, NC 28202

By: PARKER POE ADAMS & BERNSTEIN LLP

/s/ Adrianne Chillemi
Adrianne Chillemi (N.C. Bar No. 30174)

Bank of America Tower
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
Tel: 704.372.9000 | Fax: 704.334.4706
adriannechillemi@parkerpoe.com

Attorneys for Lien Claimant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **CLAIM OF LIEN ON REAL PROPERTY** has on this date been served on the following by U. S. Mail, postage prepaid, addressed as follows:

BRD LAND & INVESTMENT
a South Carolina general partnership
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

BRD Land & Investment Management, LLC
Attention: Maurice Johnson
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

This the 5th day of February, 2026.

PARKER POE ADAMS & BERNSTEIN LLP

/s/ Adrianne Chillemi
Adrianne Chillemi (N.C. Bar No. 30174)
Bank of America Tower
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
Tel: 704.372.9000 | Fax: 704.334.4706
adriannechillemi@parkerpoe.com

EXHIBIT C TO COMPLAINT

LandDesign
CREATING PLACES
THAT MATTER.

MARCH 2, 2023

AGREEMENT FOR
PROFESSIONAL SERVICES

VAN WYCK SIMS MASTER PLAN

BRD LAND & INVESTMENT, LLC
LandDesign PN: 1023029

This Agreement is made and entered into as of the _____ day of _____, 20_____, by and between BRD Land & Investment, LLC (the "Client") located at 234 Kingsley Park Drive, Suite 110, Rock Hill, SC 29715 and LandDesign, Inc. (the "Consultant") located at 223 North Graham Street, Charlotte, North Carolina, 28202.

The Client desires to retain the services of the Consultant to provide Landscape Architecture and planning services for the Client's Van Wyck Sims Site (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Owner's consultants. The Owner shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the

"Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which

shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates _____ as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and it subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed here to as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this Agreement, Client agrees to reimburse and indemnify Consultant for any and all reasonable attorney fees associated with the collection of the outstanding fees from Client.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

i. General Liability insurance policy limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.
ii. Automobile Liability insurance policy limits of One Million Dollars ($1,000,000) combined single limit.
iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars ($5,000,000) per occurrence and in the aggregate.
iv. Workers' Compensation insurance policy limits of One Million Dollars ($1,000,000) each accident, each employee and policy limit.
v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars ($3,000,000) per claim and in the aggregate.

5.2 The Client will procure and maintain general liability and property insurance to protect Client and its property from all risks, hazards and liabilities in the minimum amount of the initial cost of the Project's constructions, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

5.3 To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, and damages to which the Client may be subjected or which they may suffered that are caused by, or arise out of, any negligent act, error or omission of Consultant in connection with the Project.

5.5 Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.

5.6 Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating

to this Agreement.

5.7 The indemnity provisions set forth in Sections 5.4 and 5.5 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of it services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.3 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.4 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.5 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.6 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing,

completing, using and maintaining the Project, provided Consultant is fully compensated pursuant to the terms of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "AutoCAD Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of North Carolina, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

BRD Land & Investment, LLC
234 Kingsley Park Dr
Suite 110
Rock Hill, SC 29715

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State of Federal Court located in the State of North Carolina, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC.

DocuSigned by:
BY: Shawn Dooley _____ **DATE:** 3/2/2023
5C32127EB3AE47E...
A for LandDesign, Inc.
Partner

BRD LAND & INVESTMENT, LLC

DocuSigned by:
BY: Tim Samuels _____ **DATE:** 3/2/2023
6DFCCBC6534F420...

EXHIBIT A

SCOPE OF SERVICES

I. PRELIMINARY MASTER PLAN & DUE DILIGENCE — PHASE 010

Immediately upon authorization to proceed, Consultant will begin the assimilation and analysis of existing available data, including survey for the property and GIS data that may have bearing on the development of the site.

A. Review Site information available and advise the Client of any additional information determined to be pertinent to the preparation of preliminary master plan concepts.

B. Attend workshops with Lancaster County and/or Town of Van Wyck, reviewing existing zoning districts and related planning documents as necessary that may be relevant to the initial development strategies for the site.

C. Conduct research, site reconnaissance, and analysis as a supplement to available site data to depict physical conditions on the property that will affect the development of the property such as zoning regulations (as well as other pertinent ordinances), existing structures, drainage courses, utility easements, physical features including topography, drainage and floodplain areas, stream buffers, wetlands, general soils information, tree cover, etc. Review pertinent road improvement projects, points of access, off-site connectivity, environmental reports and other information bearing on the preparation of a project master plan with the Client, engineer and/or other consultants.

D. Begin to gather imagery and information related to local architecture and precedents that may be relevant to the story.

E. Coordinate closely with all other consultant team members, Client, experts, etc.

F. Coordinate civil engineer strategy with environmental consultant to generally review & analyze utility and storm water management requirements and environmental conditions/constraints.

G. Establish key goals and objectives gained from discussion with Client and greater development team.

Consultant will begin studying conceptual master plan(s) for the limits of the project and consider alternative concepts and/or ideas. The Concept Master Plan will depict the physical arrangement of all land uses proposed for the property and will include street network, land use relationships for the location/extent of mixed use, non-residential and residential areas, conceptual building footprints, driveways/parking, amenities, and open space preserves. Consultant will provide a development summary of the plan indicating development parcels in terms of area, product type, densities, and open space.

II. PROJECT MEETINGS — PHASE 070

Consultant will, at the Client's request, attend meetings with the client, project team, and regulatory agencies relative to the Project, unless outlined above.

EXCLUSIONS

1. Off-site roadway improvements/utility extensions
2. Changes in Scope of Services.
3. Traffic studies.
4. Right-of-way plans / ROW Acquisition.
5. Permit application fees.
6. Structural, electrical and mechanical engineering design services.
7. Graphic signage design.
8. Coordination of dry utilities. Layout of electric, telephone, cable services and associated

details.

9. Wetlands identification, surveying, permitting and associated tasks.
10. Geotechnical engineering.
11. Survey Services.
12. Easement agreements / acquisition.
13. Detailed quantity take-offs and final budget estimates.
14. REVIT Modeling.

EXHIBIT B

FEES

COMPENSATION SUMMARY

DESCRIPTION	PHASE (S)	FEE
Preliminary Master Plan & Due Diligence – *Hourly Not to Exceed*	010	$25,000
Project Meetings	070	Hourly

HOURLY RATES

Partner	$200.00 - $320.00/Hour	Construction Administration Manager	$100.00 - $150.00/Hour
Principal	$190.00 - $290.00/Hour	Survey Manager	$130.00 - $220.00/Hour
Director	$150.00 - $280.00/Hour	Professional Surveyor	$120.00 - $210.00/Hour
Studio Leader	$130.00 - $260.00/Hour	Field Survey Party	$180.00 - $240.00/Hour
Senior Designer	$120.00 - $220.00/Hour	Survey CAD Technician	$ 80.00 - $200.00/Hour
Designer	$ 80.00 - $200.00/Hour	Project Assistant	$ 60.00 - $ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expense incurred by Consultant in the interest of the Project shall be reimbursable and billed at 1.1 times Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, supplies, printing, and photographic reproductions.

EXHIBIT D TO COMPLAINT

TO: 15 CONSOLIDATED REAL PROPERTY
Recorded: 10/10/2025 8:21:56 AM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Renee L. Holland Register of Deeds

BK 3167 PG 2310 - 2313

QUITCLAIM DEED

Excise Tax: $0.00
Parcel Identifier No.: 3792126777, 3792122879, 3792220102, 3792127478

Verified by Iredell County on the _____ day of October, 2025
by _____
Mail after recording to: Grantee
This instrument was prepared by: Troutman Pepper Locke LLP, 301 S. College Street, Suite 3400, Charlotte, North Carolina 28202

Brief description for the Index: Acreage on Sigmon Ridge Drive
Statesville, NC

THIS DEED to be effective as of the 9th day of October, 2025, by and between

GRANTOR	GRANTEE
TOBY EUGENE BOLICK, a married individual and spouse, ALLISON C. BOLICK, a married individual 139 Sigmon Ridge Dr., Statesville, NC 28677	BRD LAND & INVESTMENT, a South Carolina general partnership BRD Land & Investment Management, LLC Attention: Maurice Johnson 234 Kingsley Park Drive, Suite 110 Fort Mill, SC 29715

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 remise, release, convey and forever quitclaim unto the Grantee, all that certain lot or parcel of land situated in Iredell County, North Carolina, and more particularly described as follows (the 'Property'):

See **EXHIBIT A** attached hereto and incorporated herein by this reference.

The Property herein conveyed does **NOT** include the primary residence of Grantor.

TO HAVE AND TO HOLD the Property together with all and singular tenements, hereditaments, and appurtenances belonging to or in anywise appertaining to the Property and all the estate, right, title,

Submitted electronically by "Chicago Title Company, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

interest, lien, equity, and claim whatsoever of Grantor, to the use and benefit of Grantee, its successors and its assigns, forever.

GRANTOR makes no warranty, express or implied, as to title to the Property herein conveyed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and delivered as of the day and year first above written.

GRANTOR:

TOBY EUGENE BOLICK,
a married individual

Allison C. Bolick

ALLISON C. BOLICK,
a married individual

STATE OF NORTH CAROLINA

COUNTY OF Iredell

I certify that the following persons personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: TOBY EUGENE BOLICK AND ALLISON C. BOLICK, each an individual.

Date: October 8, 2025

Official Signature of notary

(Official Seal)

Whitney Perry

Notary's printed or typed name, Notary Public
My Commission Expires: 8.23.27



[END OF SIGNATURES]

Exhibit A

Property Description

Beginning at a #3 rebar at a #8 rebar guard, said #3 rebar having NC NAD 83(2011) grid coordinates of N 722602.96 ft E 1391426.49 ft, said #3 rebar being located N 64-38-45 E 1836.23 feet from a #3 rebar, thence from said beginning point N 39-31-09 W 246.88 feet to a #4 rebar, thence N 39-29-26 W 270.89 feet to a #4 rebar, thence continuing on the same bearing (N 39-29-26 W) 29.11 feet to a point in Hickory Hwy/US Hwy 70, said point being located S 39-29-26 E 191.02 feet from a stone, thence within the margin of Hickory Hwy/US Hwy 70 the following 5 courses: N 52-19-24 E 37.88 feet to a point, N 48-43-28 E 29.49 feet to a point, N 44-49-49 E 49.40 feet to a point, N 40-12-16 E 51.42 feet to a point, and N 41-16-03 E 40.86 feet to a point, thence leaving the margins of said highway S 25-32-00 E 37.26 feet to a #4 rebar, thence continuing on the same bearing (S 25-32-00 E) 267.39 feet to a #3 rebar, thence N 89-01-16 E 56.30 feet to a #4 rebar, thence N 88-57-25 E 334.56 feet to a 1 ½" iron pipe, thence S 53-52-01 E 149.38 feet to a 1 ½" iron pipe, thence S 66-03-32 E 150.61 feet to a 5/8" iron pipe, thence S 19-19-53 E 117.91 feet to a ¾" iron rod, thence S 19-26-28 E 52.36 feet to a 1 ½" iron pipe, thence S 00-04-10 E 215.39 feet to a 1 ½" iron pipe, thence S 28-00-11 E 430.47 feet to a ½" 'L' iron, thence S 60-40-58 W 261.88 feet to an arched #5 rebar, thence N 40-14-14 W 518.71 feet to an arched #5 rebar, thence N 39-19-16 W 389.00 feet to a point, thence continuing on the same bearing (N 39-19-16 W) 45.10 feet to the point and place of beginning, containing 12.079 acres.

EXHIBIT II
TO RESPONSE AND LIMITED OBJECTION TO CHAPTER 11 DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION

26M000045-480

STATE OF NORTH CAROLINA IREDELL COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 26M_____
LANDDESIGN, INC., Plaintiff, v. BRD LAND & INVESTMENT and BRD LAND & INVESTMENT MANAGEMENT, LLC; Defendants.	**NOTICE OF LIS PENDENS**

Pursuant to Sections 1-116 and 44A-13 of the North Carolina General Statutes, LandDesign, Inc. files the following Notice of *Lis Pendens*:

1. **The name of the court in which the action has been commenced and is pending:**

   Mecklenburg County Superior Court Division
   File Number 26CV008742-590

2. **The name of the parties to the action are:**

   LandDesign, Inc. (Plaintiff)
   BRD Land & Investment (Defendant)
   BRD Land & Investment Management, LLC (Defendant)

3. **The nature and purpose of the action:**

   The nature and purpose of said action is to enforce a Claim of Lien on Real Property pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes against the property described in the following paragraph, such Claim of Lien on Real Property having been filed with the Iredell County Clerk of Court on February 5, 2026 and denominated Iredell County File No. 25M000033-480, and to enforce any other right of payment the Plaintiff may have against Defendants.

4. **The description of the property affected by the lawsuit is as follows:**

   Property PIN 3792127551.000
   Parcel I.D. Nos. 3792126777, 3792122879, 3792220102, 3792127478
   12.079 Tax Acres
   Sigmon Ridge Dr Off US70

Electronically Filed Date: 2/13/2026 12:04 PM Iredell District Court County Clerk of Superior Court

Being more particularly described in that certain Quitclaim Deed recorded on October 10, 2025 at BK 3167 PG 2310-2313 of the Iredell County Public Registry

This Notice of Lis Pendens is filed under the provisions of N.C.G.S. §1-116, *et seq.*, and all persons will take notice of the same.

This the 13th day of February, 2026.

PARKER POE ADAMS & BERNSTEIN LLP

By: /s/ Adrianne Chillemi
Adrianne Chillemi
N.C. State Bar No. 30174
Bank of America Tower
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