

**THIRD AGREEMENT TO AMEND  
CONDITIONAL AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Whereas, Rutherford County**, a political subdivision of the State of North Carolina ("County"), and **Quiet Creek Properties, LLC, or its assigns** ("Buyer"), have entered into a certain Conditional Agreement For Purchase and Sale of Real Property ("Agreement"), which they subsequently agreed to amend in a certain Agreement to Amend Conditional Agreement for Purchase and Sale of Real Property ("First Amendment"), and in a certain Second Agreement to Amend Conditional Agreement for Purchase and Sale of Real Property ("Third Amendment") each regarding the purchase and sale of the following tract of real property:

**"Property":** That certain tract of real property situate in Cool Springs Township, Rutherford County, North Carolina, on the east side of Daniel Road (SR 2184) and the north side of Piney Ridge Road (SR 2159) and being shown as containing 47.43 acres, more or less, on that certain plat of subdivision recorded in Plat Book 29 at Page 112, Rutherford County Registry, reference to which is hereby made for a full and complete legal description. Being the same tract of real property conveyed to the County of Rutherford in deed recorded in Deed Book 963 at Page 50, Rutherford County Registry, and being shown by the Rutherford County Revenue Department as PIN 1641838 and Tax Map 245-1-38; and

Whereas, Buyer requests an extension of the Closing Date as set forth herein; and

Whereas, County agrees upon the consideration of the terms herein.

NOW, THEREFORE, County and Buyer hereby agree to a third amendment to the Agreement as set forth below:

1. Section 1(d) of the Agreement, the definition of "Closing Date", is amended as follows:

**"Closing Date" shall mean May 19, 2026. TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.**

2. In consideration of this extension, Buyer shall immediately deposit with Seller the sum of **Fifty Thousand and No/100 Dollars (\$50,000.00)** ("Extension Fee") payable on the date this Third Amendment is executed by the Buyer and presented to Seller. This Extension Fee is non-refundable to Buyer whether the purchase and sale of the Property is completed and closed or otherwise and shall immediately become the property of Seller. This Extension Fee shall apply toward the Purchase Price at Closing if transaction contemplated by the Agreement is completed.

3. Buyer shall have the option to extend the Closing Date to **June 21, 2026** (the "Option to Extend") upon payment by Buyer to Seller of an additional sum of **Ten Thousand and No/100 Dollars (\$10,000.00)** ("Option Fee"). The Option to Extend must be exercised by Buyer no later than **April 19, 2026**. The Option Fee is non-refundable to Buyer and shall immediately become the property of Seller upon payment to Seller by Buyer. The Option Fee shall apply toward the Purchase Price at Closing if transaction contemplated by the Agreement is completed.

4. The parties hereto acknowledge that the Examination Period has terminated as of June 15, 2025, and is no longer in effect. The Deposit of \$88,931.25 remains a credit towards the Purchase Price for Buyer but is the property of Seller and not refundable to Buyer.

5. All terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

**SELLER:**

**RUTHERFORD COUNTY, a municipal corporation**

BY: \_\_\_\_\_  
Bryan A. King, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Hazel Haynes, Clerk  
Board of County Commissioners

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

This instrument has been preaudited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Paula Roach  
County Finance Officer

This form approved by:

\_\_\_\_\_  
Richard P. Williams  
County Attorney

**BUYER:**

**QUIET CREEK PROPERTIES, LLC, a North Carolina limited liability company**

BY: \_\_\_\_\_  
William B. Taylor, II, Managing Member

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