



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Revised 10/8/24 & 2/12/25

**Planning Board
Conditional Rezoning
Application**

Fees: < 1 acre: \$750.00; 1-4.99 acres: \$1,200.00; 24.99 acres: \$1,500.00; 25+ acres or Planned Unit Development: \$2,000.00

Date Submitted: 10/8/24 Receipt # 04602-2024 Case Number 24-02-PLBD-00073

Provide the required information as indicated below. Pursuant to the Unified Development Ordinance (UDO), this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Guilford County Planning & Development Department.

Pursuant to Section 3.5.M of the Unified Development Ordinance (UDO), the undersigned hereby requests Guilford County to rezone the property described below from the AG zoning district to the CZ-LI zoning district.

Said property is located at 209 E Sheraton Park Road, Greensboro, NC 27406

in Sumner and Fentress Township; Being a total of: +/- 48.76 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 142734

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Additional sheets for tax parcels are available upon request.

Check One: (Required)

- ☒ The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- ☐ The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and/or a map are attached.

Check One: (Required)

- ☒ Public services (i.e. water and sewer) are not requested or required.
- ☐ Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Conditional Zoning Requirements:

- ☐ Zoning Sketch Plan. A sketch plan illustrating proposed conditions and other pertinent information may be included for all conditional rezoning requests. Sketch elements not illustrating proposed conditions are subject to subdivision and site plan review. Refer to Appendix 2, Map Standards of the Unified Development Ordinance (UDO).
- ☒ Zoning Conditions. At least one (1) use and/or development conditions must be provided. Complete Page 2 of this application. Refer to uses as listed in Table 4-3-1 of the Unified Development Ordinance (UDO).

Revised 2/12/25 to add item f. under
Amended Conditions on Exhibit A



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Conditional Zoning
Application**

Use Conditions

Uses of the property shall be limited to the following uses as listed in Article 4, Table 4-3-1 of the Unified Development Ordinance (UDO):

1) See Exhibit A attached hereto and incorporated by reference.

2)

3)

4)

Development Conditions

Development of the property shall occur in accordance with the following standards and requirements in addition to those specified in the Unified Development Ordinance (UDO):

1) See Exhibit A attached hereto and incorporated by reference.

**See item f on Exhibit A
for amended condition
added 2/12/25**

2)

3)

4)

**A NEIGHBORHOOD MEETING IS STRONGLY ENCOURAGED PRIOR TO SUBMITTAL AND
YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING**

A Conditional Zoning Application must be signed by current property owner(s).

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

Respectfully Submitted,

Ronald Craig Carls, Jr.
Property Owner Signature

REC
2/14/25

Michael S. Fox
Owner/Representative Applicant Signature (if applicable)

Sheraton Park Investors, LLC
Name

Michael S. Fox
Name

Name

201 N Elm St. STE 201
Mailing Address

Name

400 Bellemeade Street, Suite 800
Mailing Address

Mailing Address

Greensboro, NC 27401
City, State and Zip Code

Greensboro, NC 27401
City, State and Zip Code

City, State and Zip Code

Phone Number

Email Address

(336) 271-5244
Phone Number

mfox@tuggleduggins.com
Email Address

Additional sheets for conditions and signatures are available upon request.

EXHIBIT "A"
to
APPLICATION FOR CONDITIONAL REZONING
(PROPOSED CONDITIONS)

CONDITION(S):

- a. Permitted uses shall include all uses allowed in the LI, Light Industrial Zoning District, except for the following:

1. Homeless Shelter
2. Country Club with Golf Course
3. Golf Course
4. Swim and Tennis Club
5. Amusement or Water Park, Fairgrounds
6. Auditorium, Coliseum or Stadium
7. Go Cart Raceway
8. Shooting Range, Indoor
9. Daycare Center in Residence (In Home) 12 or less
10. Daycare Center (Not-In-Home)
11. Fraternity or Sorority (University or College Related)
12. Bank or Finance without Drive Through
13. Bank or Finance with Drive Through
14. Furniture Stripping or Refinishing (including Secondary or Accessory Operations)
15. Kennels or Pet Grooming
16. Motion Picture Production
17. Pest or Termite Control Services
18. Research, Development or Testing Service
19. Studios Artist and Recording
20. Garden Center or Retail Nursery
21. Manufactured Home Sales
22. Cemetery or Mausoleum
23. Truck Stop
24. Beneficial Fill Area
25. Bus Terminal and Service Facilities
26. Taxi Terminal
27. Construction or Demolition Debris Landfill, Minor
28. Land Clearing & Inert Debris Landfill, Minor

- 29. Recycling Facilities, Outdoor
- 30. Laundry or Dry-Cleaning Plant Laundry
- 31. Dry-Cleaning Substation

AMENDED CONDITIONS:

- b. A vehicular connection to the Grey Bridge Neighborhood shall not be permitted, unless gated access is required by the fire department for emergency access only.
- c. All non-emergent access to the site shall be limited to Sheraton Park Road.
- d. A vegetative buffer shall be provided and maintained as generally depicted in the landscape buffer concept plan attached hereto and incorporated by reference.
- e. Hours of operation shall be limited to the hours between 7:00 a.m. and 6:00 p.m.
- f. The maximum number of tractor-trailer spaces shall be set at no more than 587 (max. of Phase 1 and 2 combined) as accepted by the Planning Board at the legislative hearing on February 12, 2025

Sheraton Park Investors, LLC

Ronald Craig Carlock, Jr.

Printed Name

Ronald Craig Carlock, Jr.

Signature

Date

2/14/25



- NOTES:**
1. LOT AREAS TO BE FENCED AND ENTRANCE AND EXIT TO BE GATED.
 2. BUFFERS SHOWN SHALL BE UNDISTURBED EXCEPT FOR ANY EXISTING EASEMENTS OR AS PROPOSED BY GOVERNING AUTHORITIES OR AS NECESSARY FOR UTILITIES.
 3. DEVELOPER SHALL ALSO CLEAR SMALL AREA FOR PROPOSED SEPTIC FIELD FOR GATE HOUSE.



SHERATON PARK RD TRAILER PARKING

Site Plan Rendering - June 13, 2024

ATTACHMENT #1
Parcel Map



ATTACHMENT #2

Deed

RECORDED - 743640
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5895
PAGE(S): 1659 TO 1672
08/05/2003 10:46:19

08/05/2003 GUILFORD CO. NC
1 DEEDS 743640 \$12.00
12 DEEDS ADDN PGS \$36.00
1 PROBATE FEE \$2.00

GUILFORD COUNTY 8/ 5/2003
NC REAL ESTATE EXT \$290.00

Excise Tax \$290.00

Recording Time, Book and Page

Tax Lot No.: _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to: Desmond Sheridan

P/U Isaacson Isaacson & Sheridan, LLP
101 West Friendly Ave., Suite 400, Greensboro, NC 27401
P. O. Box 1888, Greensboro, NC 27402

This instrument was prepared by: Rayburn Cooper & Durham, P.A.

Brief description for the Index: 209 Sheraton Park Rd.

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 31st day of July, 2003, by and between

GRANTOR

Oakwood Mobile Homes, Inc.
formerly Oakwood Land Development Corporation
7800 McCloud Road
Greensboro, NC 27409-9634

GRANTEE

Sheraton Park Investors, LLC
P. O. Box 9846
Greensboro, NC 27401

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Sumner and Fentress Townships, Guilford County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference.

Grantor is a debtor in a bankruptcy proceeding. See Exhibit B for approval of this transaction by the Bankruptcy Court.

(00097256 v 1)

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-13 B

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3674, page 1234 in the Guilford County Register of Deeds.

A map showing the above-described property is recorded in Plat Book _____, page _____.

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

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

All matters of public record, including valid and enforceable easements, restrictions and rights of way of record, if any, and unpaid taxes for 2003. The property is being sold in as "As Is" condition, on a "where is" basis with all faults as of the closing date.

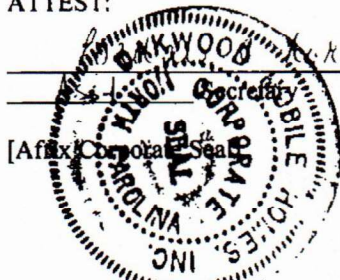
The property is being sold in an "AS IS" condition, on a "WHERE IS" basis and "WITH ALL FAULTS" as of the Closing Date.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Oakwood Mobile Homes, Inc.

ATTEST:

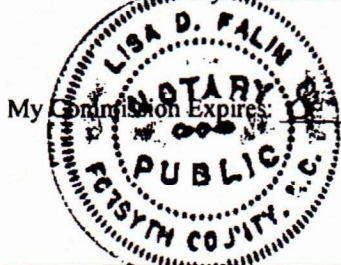
By: Ms. [Signature] President



STATE OF NORTH CAROLINA COUNTY OF Guilford

I, Lisa D. Falin, a Notary Public for said County and State, do hereby certify that Barbara C. Norcom personally came before me this day and acknowledged that she is Asst. Secretary of Oakwood Mobile Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Asst. Secretary.

Witness my hand and official stamp or seal, this 31st day of July, 2003.



Lisa D. Falin
NOTARY PUBLIC

[NOTARIAL SEAL]

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

EXHIBIT A

LAND DESCRIPTION
FOR
OAKWOOD MOBILE HOMES, INC.

48.757 ACRE TRACT
PROPERTY ON E. SHERATON PARK ROAD
 TAX MAP ACL-9-633-621-PORION OF LOT 2
 DEED BOOK 3674, PAGE 1234
 SUMNER AND FENTRESS TOWNSHIPS
 GUILFORD COUNTY, NORTH CAROLINA
 April 8, 2003

Beginning at an iron pipe on the southern terminus of Bridgeview Drive. Said iron pipe being located S26°07'00"E, 169.97 feet from an iron pipe at the PT of a curve having a 20 foot radius at the intersection of Bridgeview Drive and Greywood Drive as shown on the Final Plat of Greybridge, Section 2, Phase B, recorded in Plat Book 106, page 26 in the Guilford County registry. Thence from said point of BEGINNING and with the southern line of lots 105 and 106, Greybridge, Section 2, Phase B, N63°53'00"E, 133.00 feet to an iron pipe; Thence with the southern line of lots 107 through 118, Greybridge Section One and Section 2, Phase A, recorded in Plat Book 94, page 63, Plat Book 95, page 76, and Plat Book 101, page 97, the following courses and distances, S63°25'36"E, 555.00 feet to an iron pipe; S81°55'36"E, 230.00' to an iron pipe; And N73°54'37"E, 250.00 feet to an iron pipe; Thence along the western bank of a lake, S16°10'13"W, 88.86 feet to a point; Thence S12°25'23"W, 152.07 feet to a point; Thence S36°27'19"W, 81.54 feet to a point; Thence S26°39'46"W, 89.55 feet to a point; Thence S16°50'20"E, 106.28 feet to a point; Thence S08°21'00"E, 50.99 feet to a point; Thence S06°46'27"W, 150.33 feet to a point; Thence S50°09'46"W, 73.59 feet to a point; Thence S60°57'17"W, 94.34 feet to a point; Thence S02°57'36"W, 100.00 feet to a point; Thence S31°15'20"E, 60.47 feet to a point; Thence S13°44'21"E, 52.20 feet to a point; Thence S19°39'33"W, 52.20 feet to a point; Thence S47°57'36"W, 141.42 feet to a point; Thence S06°46'27"W, 150.33 feet to a point; Thence S15°22'03"W, 102.39 feet to a point; Thence S02°57'36"W, 50.00 feet to a point; Thence S05°00'34"E, 50.49 feet to a point; Thence S35°25'52"W, 65.19 feet to a point; Thence S72°24'14"W, 42.72 feet to a point; Thence S61°59'47"W, 58.31 feet to a point; Thence S02°57'36"W, 122.10 feet to a point; Thence leaving said bank of lake, N77°12'12"W, 189.68 feet to a point; thence S12°47'48"W, 268.77 feet to a point on the northern margin of the Right-of-Way of E. Sheraton Park Road, N.C.S.R. 3426, (60 foot Right-of-Way); Thence with said margin, N79°05'49"W, 700.88 feet to an iron pipe on the eastern line of Kenneth L. Squires, recorded in Deed Book 3304, page 867; Thence with said eastern line, N04°02'43"E, 532.66 feet to an iron pipe; Thence with the eastern lines of Larry G. Coleman, recorded in Deed Book 4101, page 2156, and Ronald L. Cox, recorded in Deed Book 3666, page 2131 and Deed Book 3429, page 1014, N03°45'07"E, 1230.44 feet to a point on the southeastern corner of lot 100, Greybridge, Section 2, Phase B, recorded in Plat Book 106, page 26; Thence with lots 100 through 103 and crossing the terminus of Bridgeview Drive, N05°53'00"E, 40.00 feet to a point; Thence N63°53'00"E, 283.73 feet to the POINT of BEGINNING.

Containing 48.757 Acres and being a portion of that property recorded in Deed Book 3674, page 1234 in the Guilford County registry.

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EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	Chapter 11
OAKWOOD HOMES CORPORATION,)	Case No. 02-13396 (PJW)
et al.,)	
Debtors.)	Jointly Administered

CERTIFIED:
AS A TRUE COPY:

ATTEST:

DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT

BY:

Deputy Clerk C-160103

**ORDER AUTHORIZING AND APPROVING SALE OF CERTAIN OF
DEBTORS' REAL PROPERTY LOCATED IN FENTRESS TOWNSHIP,
NORTH CAROLINA FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES (Re: D.L. 96W)**

Upon the Motion Of Oakwood Mobile Homes, Inc. For Authority And Approval Of The Sale, Subject To Better And Higher Offers, Of Certain Of The Selling Debtor's Real Property Located In Fentress Township, North Carolina To Sheraton Park Industries, LLC Free And Clear Of Liens, Claims And Encumbrance (the "Motion"); and upon the Court's ruling at the hearing held on the Motion (the "Sale Approval Hearing"); and upon the Sale and Purchase Agreement, dated March 7, 2003, attached to the Motion as Exhibit "A", and all agreements referred to or related thereto, between Oakwood Mobile Homes, Inc., as seller (the "Selling Debtor"), and Sheraton Park Investors, LLC ("Sheraton" or the "Buyer"), as buyer (the "Agreement"); the Court (a) having reviewed the Motion and all pleadings relating thereto and (b) having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and (c) notice of the Motion was sufficient under the circumstances and no other or further notice being necessary or required; and the Court having determined that the

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legal and factual bases set forth in the Motion and at the Sale Approval Hearing establish just cause for the relief granted herein; and it appearing to the Court, based upon the Motion, the evidence presented at the Sale Approval Hearing, and the full record of these cases, that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest, and that the Motion should therefore be granted; and after due deliberation, and sufficient cause appearing therefor, it is

HEREBY FOUND, that

A. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

B. The Court has jurisdiction to hear and determine the propriety of entering this Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this proceeding in this District is proper pursuant to 28 U.S.C. § 1409. The Motion and Sale Approval Hearing constitute core proceedings pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicates for the relief requested herein are sections 105, 363(b), 363(f), 363(m), and 1146(c) of Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 2002 and 6004.

C. Proper, timely and sufficient notice of the Motion and the Sale Approval Hearing was provided, and such notice was properly served on all required persons and entities, including, but not limited to, all persons claiming any interest in the Fentress Property.

D. Notice of the Motion and the Sale Approval Hearing was provided in conformity with Bankruptcy Rules 2002 and 6004. No other or further notice of the Motion, the Sale Approval Hearing, or the entry of this Order is necessary.

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B. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested parties and entities, including, without limitation, all parties who have asserted Liens (as defined below), if any, against the Fontress Property.

F. The Selling Debtor has full corporate power and authority to execute the Agreement with Sheraton and all other documents contemplated thereby, and the sale of the Fontress Property has been duly and validly authorized by all necessary corporate action of each Debtor. Subject to the entry of this Order, the Selling Debtor has the corporate power and authority necessary to consummate the transactions contemplated by the Agreement and no consent or approvals, other than those expressly contemplated by the Agreement, are required for the Selling Debtor to consummate such transaction. The Fontress Property is all property of the estate of the Selling Debtor.

G. Neither the execution and delivery of the Agreement and the other documents contemplated thereby nor the consummation by the Selling Debtor of the transactions contemplated thereby will constitute any violation or breach of or conflict with: (a) the Certificate of Incorporation, Certificate of Formation, Limited Liability Agreement or By-Laws of the Selling Debtor; or (b) applicable law.

H. Sufficient business justification exists, pursuant to sections 105 and 363 of the Bankruptcy Code, for the sale of the Fontress Property in accordance with the terms of the Agreement. In light of the continuing expense associated with the Fontress Property, the adequacy of the notice of the Motion and the marketing effort for the Fontress Property, and the good faith arms' length nature of the sale, there is good cause and sound business reason to conduct and approve a sale of the Fontress Property.

I. All of the transactions contemplated by the Agreement are properly authorized under §§ 105 and 363 of the Bankruptcy Code.

J. The Agreement represents the highest and otherwise best offer for the Pentross Property following a period of active and thorough and open solicitation process reasonably calculated to yield the highest or otherwise best offer for the Pentross Property, and the execution of the Agreement and the sale of the Pentross Property are in the best interests of the Debtors, their creditors and estates.

K. The consideration to be paid pursuant to the terms of the Agreement in respect of the Pentross Property constitutes adequate and fair value for the Pentross Property.

L. As a condition to the purchase of the Pentross Property, the Buyer requires (except as set forth in the Agreement or this Order) that such Pentross Property be sold free and clear of all Liens, if any, and that the Buyer not have any liability for any liabilities of the Debtors or their estates. The Selling Debtor may sell the Pentross Property free and clear of any and all liens, security interests or encumbrances, if any, because either: (a) applicable non-bankruptcy law permits such a sale free and clear; (b) the applicable creditors consented to the sale as proposed in the Motion; (c) the aggregate value to be received in consideration of the sale of the Pentross Property to Sheraton exceeds the value of the liens upon and security interests in the Pentross Property; (d) such security interests or liens, if any, are the subject of a bona fide dispute; or (e) applicable creditors could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such security interests or liens, if any.

M. Sheraton has available all necessary cash and other resources required to consummate the transaction contemplated under the Agreement.

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N. The Agreement was (a) negotiated, proposed and accepted in good faith, from arms' length bargaining positions, by the parties; and (b) constitutes the highest and otherwise best offer for the Fentress Property. The Buyer is not an insider of the Debtors. Sheraton is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code and entitled to the protections thereunder. No party has engaged in any conduct that would permit the avoidance of the sale of the Fentress Property to the Buyer, the recovery of excess value and other costs or the imposition of punitive damages, pursuant to section 363(n) of the Bankruptcy Code.

O. The sale of the Fentress Property, which will maximize the value of the Debtors' estates, is being undertaken in contemplation of the confirmation of a plan of reorganization and therefore is necessary to the confirmation and consummation of any plan of reorganization. Accordingly, such sale is "under a plan" within the meaning of section 1146(c) of the Bankruptcy Code and such sale is a transaction described in and subject to the provisions of section 1146(c) of the Bankruptcy Code.

P. It is necessary and appropriate, in order to ensure the validity of the sale contemplated hereby and to ensure compliance with this Order, for this Court to retain jurisdiction to: (a) interpret and enforce the provisions of the Agreement, the Motion and this Order, (b) protect the Buyer, and any of the Fentress Property, against any Lien; (c) compel delivery to the Buyer of Fentress Property in the possession of parties other than the Debtors, including determinations that any of the Fentress Property was property of the estates as of the relevant closing dates; (d) resolve any disputes arising under or relating to the Agreement, the Motion and this Order; (e) determine the validity, extent and priority of (alleged) pre-closing Liens, if any, from which the Fentress Property has been sold free and clear, on the Fentress Property and the proceeds of the sale contemplated hereby; and (f) hear contested matters.

IT IS THEREFORE ORDERED that:

1. The findings set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

2. The Motion is granted to the extent provided in this Order.

3. The Agreement is approved in all respects, and the sale of the Fontress Property and performance of other obligations under the Agreement, all pursuant to the terms of the Agreement and this Order, is hereby authorized under sections 105 and 363(b) of the Bankruptcy Code. The Debtors are authorized and empowered to execute and deliver such documents, take or perform such acts, and do such other things, including, without limitation, paying all sums, as may be necessary to effectuate the terms of the Agreement, all transactions related thereto and this Order.

4. The Selling Debtor is authorized and empowered to consummate the Agreement.

5. Except to the extent otherwise provided in the Agreement, upon the occurrence of the Closing, each of the Debtors' creditors is authorized and directed to execute such documents and take such other action as may be necessary to release its Liens upon, if any, or security interests, if any, in the Fontress Property, as may have been recorded or may otherwise exist. On the Closing Date, Sheraton is granted immediate and unfettered access to the Fontress Property. On the Closing Date, the Debtors and their officers, agents and employees

who have access to and control over any of the Pentress Property will cease exercising control over the Pentress Property, and such parties will not interfere with Sherraton's removal, use and control of the Pentress Property.

6. This Order is and shall be effective as a determination that, upon the Closing Date, all Liens, if any, existing as to the Pentress Property prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein, in the Agreement have been effected.

Release of Liens and Attachment to Proceeds

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Pentress Property shall be sold, and, upon the closing of the sale of such Pentress Property pursuant to the Agreement, shall be free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances or charges of any kind or nature (collectively, the "Liens"), with all such Liens, if any, to attach to the proceeds of the sale of the Pentress Property in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Pentress Property; provided, however, that nothing contained herein shall be deemed to be an acknowledgment or consent by the Debtors as to the amount, priority or allowance of any Claim or validity, force and effect, or immunity from avoidance, of any Lien, except to the extent such matters have been previously stipulated to by the Debtors or otherwise by order of the Court.

8. All persons or entities holding Liens with respect to the Pentress Property shall be, and they hereby are, forever barred from asserting such Liens, if any, against any purchaser of such Pentress Property, its successors and assigns or such Pentress Property.

9. This Order is and shall be binding upon and govern the acts of all entities and persons, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Pentress Property ("Recording Officers").

10. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens in the Pentress Property shall not have delivered to Sheraton on or after the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens or other interests which the person or entity has with respect to such Pentress Property, then after ten (10) days' prior notice to the person or entity that has not provided such documents, the Debtors and Sheraton are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Pentress Property to which such documents relate.

11. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer.

Miscellaneous

12. The provisions of this Order shall be self-executing and each and every federal, state or local agency, department or governmental authority shall be, and it hereby is, directed to accept this Order as authorizing the Selling Debtor and its agents to consummate the

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transactions authorized and approved hereby, including the sale of the Fentress Property, and no other or further approval, consent, license, record keeping, notice, and the like of such federal, state or local agency is required to effectuate, consummate, and implement the transactions authorized and approved hereby, including the sale of the Fentress Property.

13. Pursuant to section 1146 of the Bankruptcy Code, the sale of the Fentress Property at the Closing is exempt from any stamp taxes or similar taxes, and all filing officers shall be, and they hereby are, directed to accept for recording or filing, and to record or file those documents by which the Fentress Property will be assigned and conveyed that are intended to be recorded or filed and which are presented to them for recording or filing, immediately upon presentation thereof, without payment of such taxes.

14. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

15. No bulk sales law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Agreement, the Motion and this Order.

16. This Order shall be effective immediately upon entry pursuant to Bankruptcy Rules 9014 and 7062. The stays provided for by Bankruptcy Rules 6004(g) are is lifted. No automatic stay of execution applies with respect to this Sale Order.

17. Sheraton is not a successor in interest to the Debtors.

18. The Agreement and this Order are binding upon and enforceable against the Debtors, and any successors, including a Chapter 11 trustee or Chapter 7 trustee, and shall not be altered, amended or modified by, and shall survive, each of (a) the dismissal of Debtors' Chapter 11 cases, or of any subsequent Chapter 7 cases (b) the conversion of Debtors' Chapter 11 cases

to cases under Chapter 7, (c) the confirmation of a plan of reorganization or liquidation in Debtors' Chapter 11 cases, or (d) the dissolution of the Debtors.

19. This Court retains jurisdiction to:

- a. Interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided herein) and the Agreement, any subsequent amendments to, modifications of, consents relating to, or waivers thereof or any related documents, including any escrow provisions and agreements established in connection with the transactions contemplated thereby;
- b. Protect the Buyer, and the Pentress Property, against any Lien;
- c. Compel delivery to the Buyer of Pentress Property in the possession of parties other than the Debtors, including determinations that the Pentress Property was property of the estates as of the relevant closing and that there was consent to the assumption and assignment of any executory contract or unexpired lease that is included in the Pentress Property;
- d. Resolve any disputes arising under or relating to the Agreement, the Motion and this Order;
- e. Resolve contested matters; and
- f. Adjudicate all issues concerning (alleged) pre-closing Liens on, and the proceeds of the sale of, the Pentress Property.

Dated: April 23 2003


CHIEF UNITED STATES BANKRUPTCY JUDGE

341308



KATHERINE LEE PAYNE, REGISTER OF DEEDS
 GUILFORD COUNTY
 201 SOUTH EUGENE STREET
 GREENSBORO, NC 27402

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Lisa D. Salin

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Peggy H. Boone
 Deputy - Assistant Register of Deeds

* * * * *

**This certification sheet is a vital part of your recorded document.
 Please retain with original document and submit when re-recording.**

001672

ATTACHMENT #3
Sheraton Park Investors, LLC
NC Secretary of State Annual Report



LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: Sheraton Park Investors, LLC

SECRETARY OF STATE ID NUMBER: 0683795

STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2023

Filing Office Use Only
E - Filed Annual Report
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☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Carlock, Ronald C

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

201 N Elm Street, Suite 201

201 N Elm Street, Suite 201

Greensboro, NC 27401 Guilford County

Greensboro, NC 27401

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Property Management

2. PRINCIPAL OFFICE PHONE NUMBER: (336) 274-8531

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

201 N Elm Street, Suite 201

201 N Elm Street, Suite 201

Greensboro, NC 27401-2447

Greensboro, NC 27401-2447

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Roy E Carroll

NAME: Ronald C Carlock

NAME: Ronald C Carlock

TITLE: Manager

TITLE: Chief Operating Officer

TITLE: Chief Operating Officer

ADDRESS: _____

ADDRESS: 201 N Elm St

ADDRESS: 201 N Elm St

P.O. Box 9846

Ste 201

Ste 201

Greensboro, NC 27429

Greensboro, NC 27401

Greensboro, NC 27401

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Ronald C Carlock

3/21/2024

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Ronald C Carlock

Chief Operating Officer

Print or Type Name of Company Official

Print or Type Title of Company Official

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$200.00

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

SECTION E: ADDITIONAL COMPANY OFFICIALS

NAME: Ronald C Carlock

TITLE: Chief Operating Officer

ADDRESS: 201 N Elm St

Ste 201

Greensboro, NC 27401

NAME: _____

TITLE: _____

ADDRESS: _____

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