

Brownfields Program  
File Room Document Transmittal Sheet

23

Your Name: Shirley Liggins  
Project ID: 0100197060  
Facility Name: Camden Square  
Document Group: Brownfields Agreement (BFA)  
Document Type: Signed Notice of Brownfields Property Package (NBFAPP)  
Description: signed BFA  
Date of Doc: 4/6/1998  
Author of Doc: Robert Gelblum

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NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: CAMDEN SQUARE ASSOCIATES, LLC

|                                 |   |                           |
|---------------------------------|---|---------------------------|
| UNDER THE AUTHORITY OF          | ) | BROWNFIELDS AGREEMENT     |
| NORTH CAROLINA GENERAL STATUTES | ) | 1930 Camden Road          |
| § 130A-310.30, <u>et seq.</u>   | ) | 127 W. Worthington        |
|                                 | ) | 413 Doggett Street        |
|                                 | ) | Charlotte, North Carolina |

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is made and entered into by and between the North Carolina Department of Environment and Natural Resources ("DENR") and Camden Square Associates, LLC ("Camden Square") (collectively, the "Parties") pursuant to North Carolina General Statutes ("N.C.G.S.") Chapter 130A, Article 9, Part 5 (Brownfields Property Reuse Act).

Camden Square represents that it is a North Carolina limited liability company, that its principal business address is 908 South Tryon Street, Charlotte, North Carolina 28202, and that it intends to develop certain real property more particularly described on Exhibit A hereto (the "Property"). It further represents that its members are North Carolina limited liability companies CODEVCO, LLC and Sidbury Properties, LLC, that its manager is CODEVCO, LLC, that the manager of CODEVCO, LLC is North Carolina corporation Pressley Capital Corporation ("Pressley"), and that the president of Pressley is North Carolina resident Anthony T. Pressley. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. In the interest of promoting safe development of the Property, which is currently abandoned and idle and has been contaminated by past industrial activities, the Parties hereby settle and resolve, subject to reservations and limitations contained herein, the potential liability of Camden Square for the

Existing Contamination at the Property which would otherwise result from Camden Square being the owner of the Property.

The Parties agree that Camden Square's entry into this Agreement, and the actions undertaken by Camden Square in accordance with this Agreement, do not constitute an admission of any liability by Camden Square.

## II. DEFINITIONS

1. "Camden Square" shall mean the settling respondent, Camden Square, LLC, a North Carolina limited liability company.

2. "DENR" shall mean the State of North Carolina Department of Environment and Natural Resources, and any successor departments or agencies of the State of North Carolina.

3. "Contaminant" shall mean any "regulated substance" as that term is defined in N.C.G.S. § 130A-310.31(b)(11).

4. "Existing Contamination" shall mean any Contaminants present or existing on or under the Property as of the effective date of this Agreement.

5. "Property" shall mean the real properties located in Charlotte, North Carolina at 1930 Camden Road, 127 W. Worthington and 413 Doggett Street, as more particularly described on Exhibit A hereto and depicted generally on the map attached as Exhibit B.

6. "Response Action" shall mean a "remedial program," as defined in N.C.G.S. § 130A-310.31(b)(12), undertaken or required by DENR.

7. "Response Costs" shall mean
- (a) Costs incurred by DENR via a Response Action; and
  - (b) Necessary costs incurred by any other person in connection with a Response Action.

### III. STATEMENT OF FACTS

8. For purposes of this Agreement, DENR relies on Camden Square's representation that the Property has been used for various industrial purposes from the 1920s to the present, that the ground water under the Property is contaminated with solvents and that Package Products Company was registered under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 ("RCRA"), as a large quantity generator of hazardous waste on the portion of the Property located at 1930 Camden Road during the period 1979-1993.

9. For purposes of this Agreement, DENR relies on Camden Square's representation that Camden Square's involvement with the Property has been limited to the following:

(a) In January 1996, Camden Square received the report of a Phase I Environmental Site Assessment performed on the portions of the Property located at 1930 Camden Road and 413 Doggett Street by HRP/Spectrum, Inc., and dated January 25, 1996.

(b) In January 1996, Camden Square received the report of a Phase I Environmental Site Assessment performed on the portions of the Property located at 127 W. Worthington, 1817 Camden Road and 105 West Boulevard by HRP/Spectrum, Inc., and dated January 24, 1996.

(c) In March 1996, Camden Square received the report of a Phase II Investigative Sampling and Analysis performed on the portion of the Property located at 127 W. Worthington by 2C Inspection Services and dated March 11, 1996.

10. Camden Square has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, necessary to demonstrate that:

(a) Camden Square and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

(b) as a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

(c) Camden Square's reuse of the Property will produce a public benefit commensurate with the liability protection provided Camden Square hereunder;

(d) Camden Square has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

(e) Camden Square has complied with all applicable procedural requirements.

#### IV. BENEFIT TO COMMUNITY

11. Camden Square believes that its development of the Property will provide the following public benefits:

(a) The area in which the Property is located was formerly an area of heavy, primarily textile-related industrial activity in Charlotte. As the industry left the area, the properties

became vacant and the area became run down. The property, some of which has been unused for over forty years, has contributed to the overall decay of the community. The community is in the process of a gradual attempt to reclaim such blighted areas. For example, nearby property has been converted from a former hosiery mill to an Italian restaurant, and other surrounding mills have been converted into shops, offices and restaurants. Renovation of the Property will contribute to reclamation of the community.

(b) The renovation of the Property will increase its tax base, generating income for the City of Charlotte and Mecklenburg County.

(c) Camden Square intends, after renovating the property, to lease space in the Property to various businesses, further increasing the prosperity of the community.

(d) Renovation of the Property will provide employment opportunities for persons in the community.

#### V. WORK TO BE PERFORMED

12. Based on the information revealed by Camden Square's environmental assessments, results of testing conducted by Camden Square at the direction of DENR and other information available, DENR has determined that no further work is necessary to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment.

#### VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

13. Commencing upon the date that it acquires title to the Property, Camden Square agrees to provide to DENR, its authorized officers, employees, representatives, and all other persons performing Response Actions under DENR oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation

of Response Actions at the Property, to the extent access across such other property is controlled by Camden Square, for the purposes of performing and overseeing Response Actions at the Property under state law. DENR agrees to provide reasonable notice to Camden Square of the timing of Response Actions to be undertaken at the Property. Notwithstanding any provisions of this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto.

14. DENR has approved pursuant to N.C.G.S. § 130A-310.35 a Notice of Brownfields Property for the Property, which, if not yet recorded by Camden Square with the Mecklenburg County Register of Deeds, will be so recorded within 15 days of the effective date of this Agreement. To protect public health and the environment, the Notice of Brownfields Property includes land use restrictions precluding water supply wells, mining and items supplied by groundwater, and requiring DENR approval of activities which result in direct exposure to or removal of groundwater. Within three days after recordation of said Notice or three days after the effective date of this Agreement, Camden Square shall furnish DENR a copy containing a certification by the register of deeds that the Notice has been recorded and the book and page number where recorded.

15. This Agreement shall be attached as Exhibit D to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed, title, or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit D to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_\_, Page \_\_\_\_\_." A copy of any such instruments shall be sent to the persons listed in Section XVI (Notices and Submissions), provided that as to a lease of all or any portion of the Property, Camden Square may

send i) a copy of the lease or ii) a certified copy of the page (s) from the lease containing the required notice, and a Memorandum of Lease in the form and containing the information required by N.C.G.S. § 47-118, and containing after the description of the property the following statement: “The lease states that the property is subject to the Brownfields Agreement attached as Exhibit D to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_, Page \_\_\_.”

16. Camden Square, its successors and assigns shall include in all contracts or other legal documents the following notice: “Assignees, successors in interest, lessees and sublessees of the property (“Property”) which is the subject of the Brownfields Agreement (“Agreement”) attached as Exhibit D to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_, Page \_\_\_ shall provide to the North Carolina Department of Environment and Natural Resources (“DENR”), its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, the same access and cooperation required under the Agreement, and shall comply with this Agreement and the land use restrictions imposed on the Property.” Camden Square shall ensure that copies of this Agreement and the Notice of Brownfields Property are provided to any current lessee or sublessee of the Property as of the effective date of this Agreement.

#### VII. DUE CARE/COOPERATION

17. Camden Square shall exercise due care at the Property with respect to the Existing Contamination and shall comply with the land use restrictions on the Property and all applicable local, State and federal laws and regulations. Camden Square recognizes that the implementation of Response Actions at the Property may interfere with Camden Square's use of the Property, and

may require closure of its operations or a part thereof. Camden Square agrees to cooperate fully with DENR in the implementation of Response Actions at the Property and further agrees not to interfere with such Response Actions. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Camden Square's operations by such entry and response. In the event Camden Square becomes aware of any action or occurrence which causes or threatens a release of Contaminants at or from the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Camden Square shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under applicable law, immediately notify DENR of such release or threatened release.

#### VIII. CERTIFICATION

18. By entering into this Agreement, Camden Square certifies that to the best of its knowledge and belief, it has fully and accurately disclosed to DENR all information known to Camden Square and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of Contaminants at or from the Property, and to its qualification for this Agreement. Camden Square also certifies that to the best of its knowledge and belief, it has not caused or contributed to a release or threat of release of Contaminants at the Property. If DENR determines that information provided by Camden Square is not materially accurate and complete, this Agreement, within the sole discretion of DENR, shall be null and void and DENR reserves all rights it may have. DENR shall provide written notice to Prospective Developer, and record in the Mecklenburg County, North Carolina register of deeds' office, any such decision.

## IX. DENR'S COVENANT NOT TO SUE

19. Subject to the Reservation of Rights in Section X hereof, DENR covenants not to sue or take any other civil or administrative action against Camden Square for any and all civil liability, for injunctive relief or reimbursement of Response Costs pursuant to Chapter 130A or Chapter 143 with respect to remediation of the Existing Contamination.

## X. RESERVATION OF RIGHTS

20. The Covenant Not to Sue set forth in Section IX above does not pertain to any matters other than those expressly specified in Article IX above. DENR reserves and the Agreement is without prejudice to all rights against Camden Square with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Camden Square to meet a requirement of this Agreement;

(b) any liability resulting from past or future releases of Contaminants, at or from the Property caused or contributed to by Camden Square, its successors, assigns, lessees or sublessees;

(c) any liability resulting from exacerbation by Camden Square, its successors, assigns, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release at the Property of Contaminants not within the definition of Existing Contamination, after the effective date of this Agreement;

(e) criminal liability;

(f) liability for violations of local, State or federal law or regulations; and

(g) any other matters for which Camden Square may be held liable under N.C.G.S. 130A-310.33 or N.C.G.S. 130A-310.37.

21. With respect to any claim or cause of action asserted by DENR, Camden Square shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

22. Nothing in this Agreement is intended as a release or covenant not to sue for any claim, cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which DENR may have against any person, firm, corporation, or other entity not a party to this Agreement except as provided in N.C.G.S. 130A-310.33.

23. Nothing in this Agreement is intended to limit the right of DENR to undertake future Response Actions at the Property, to seek to compel parties other than Camden Square to perform or pay for Response Actions at the Property except as provided by N.C.G.S. 130A-310.33, or to terminate this Agreement for violation of it. Nothing in this Agreement shall in any way restrict or limit the nature or scope of Response Actions which may be taken or be required by DENR in exercising its authority under state law. Camden Square acknowledges that it is purchasing property where Response Actions may be required.

#### XI. CAMDEN SQUARE'S COVENANT NOT TO SUE

24. In consideration of the Covenant Not to Sue by DENR in this Agreement, Camden Square hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to the Property or this Agreement.

## XII. PARTIES BOUND/TRANSFER OF COVENANT

25. This Agreement shall apply to and be binding upon DENR, and shall apply to and be binding on Camden Square, its officers, directors, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

26. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by applicable terms of this Agreement and eligible for the covenant not to sue conferred by this Agreement subject to Article X above (Reservation of Rights) except to the extent DENR and the assignor or transferor modify this Agreement in writing. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement, including the certification requirement in Section VIII, in order for the Covenant Not to Sue in Section IX to be available to any party eligible for it.

## XIII. DISCLAIMER

27. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by contamination of the Property, nor does it constitute any representation by DENR that the Property is fit for any particular purpose.

## XIV. DOCUMENT RETENTION

28. Camden Square agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and any other documents relating to operations at the Property, for at least ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, Camden Square shall

notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

#### XV. PAYMENT OF COSTS

29. If Camden Square fails to comply with the terms of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

#### XVI. NOTICES AND SUBMISSIONS

30. Unless otherwise required by DENR, all notices and submissions pursuant to this Agreement may be sent by prepaid first class U.S. mail, as follows:

(a) for DENR:

Mr. Harry J. Zinn  
N.C. Superfund Section  
401 Oberlin Road  
Raleigh, North Carolina Carolina 27605

(b) for Camden Square:

Mr. Anthony T. Pressley  
Camden Square Associates  
908 South Tryon Street  
Charlotte, North Carolina 28202

With a copy to:

Benne C. Hutson  
Smith Helms Mulliss & Moore, L.L.P.  
P.O. Box 31247  
Charlotte, North Carolina 28231

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording

written evidence of date of receipt shall be effective on such date. Each party shall give notice in accordance with the provisions of this Section of any change in its contact information, provided that failure to give such notice of change in contact information shall not constitute (i) a breach of this agreement or (ii) grounds for the other party's failure to perform its obligations under this agreement.

#### XVII. EFFECTIVE DATE

31. The effective date of this Agreement shall be the date upon which it is signed by the second of the two Parties to sign.

#### XVIII. TERMINATION AND SURVIVAL

32. If any Party believes that any or all of the obligations under Section VI of this Agreement (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s). The provisions of Section IX, X, XI and XIX shall survive any transfer of ownership of the Property by Camden Square.

#### XIX. CONTRIBUTION PROTECTION

33. With regard to claims for contribution against Camden Square, the Parties hereto agree that Camden Square is entitled to protection from contribution actions or claims to the extent provided by N.C.G.S. 130A-310.37(a) for matters addressed in this Agreement. The matters addressed in this Agreement are all Response Actions taken or to be taken and Response Costs incurred or to be incurred by DENR or any other person for the Property with respect to the Existing Contamination.

34. Camden Square agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

35. Camden Square also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify DENR in writing within 10 days of service of the complaint on Camden Square

#### XX. EXHIBITS

36. Exhibit A shall mean the description of the Property which is the subject of this Agreement.

37. Exhibit B shall mean the map depicting the Property.

38. Exhibit C shall mean the Phase 1 Environmental Site Assessment Report regarding the portions of the Property located at 1930 Camden Road and 413 Doggett Street, dated January 25, 1996, and prepared by HRP/Spectrum, Inc.

39. Exhibit D shall mean the Phase I Environmental Site Assessment Report regarding the portion of the Property located at 127 W. Worthington and property located at 1812 Camden Road and 105 West Boulevard, dated January 24, 1996 and prepared by HRP/Spectrum, Inc.

40. Exhibit E shall mean the Phase II Investigative Sampling & Analysis Report on the portion of the Property located at 127 W. Worthington, dated March 11, 1996, prepared by 2C Inspection Services.

#### XXI. PUBLIC COMMENT

41. Camden Square submitted, and DENR approved, a Notice of Intent to Redevelop a Brownfields Property and a summary of the Notice of Intent as required by N.C.G.S. 130A-

310.34(a). Thereafter Camden Square published the summary as required by N.C.G.S. 130A-310.34(a), and the public comment period of at least 60 days required by N.C.G.S. 130A-310.34(b) has passed. DENR has taken into account the comments received and incorporated them in this Agreement as appropriate.

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES

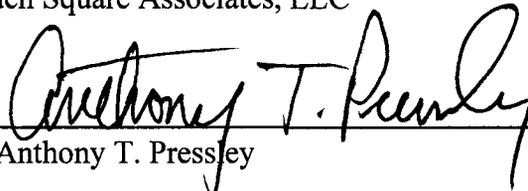
Date: 4-6-98

By:   
Name: Wayne McDuffie  
Title: Secretary

IT IS SO AGREED:

Camden Square Associates, LLC

Date: 4-6-98

By:   
Anthony T. Pressley

1930 CAMDEN RD.

EXHIBIT "A"  
PARCEL I

DESCRIPTION:

BEGINNING at an existing iron pin at the intersection of the northern margin of the right-of-way of West Tremont Avenue (60' right-of-way) with the eastern margin of the right-of-way of Hawkins Street (50' right-of-way) and running thence with the eastern right-of-way of Hawkins Street N. 31-15-58 E., 334.51 feet to a new nail in the pavement at the southwestern corner of the Old Spaghetti Warehouse, Inc. property as recorded in Deed Book 6321, Page 24 of the Mecklenburg County Registry; thence with Old Spaghetti Warehouse's southerly line S. 58-44-29 E., 349.75 feet to an existing iron pin on the western margin of the right-of-way of Camden Road, thence S. 35-45-55 W., 199.68 feet to a new iron pin at the intersection of the western margin of the right-of-way of Camden Road and the northern margin of West Tremont Avenue, thence with the northern right-of-way of West Tremont Avenue, N. 80-42-47 W., 360.46 feet to the point and place of BEGINNING; containing 90,678.06 square feet, or 2.0817 acres all as shown on a survey by R.B. Pharr & Associates, P.A. dated March 12, 1991, as revised April 11, 1991 and bearing file number W-1295.

413 DOGGETT ST.

PARCEL II

BEGINNING at a new nail at the intersection of the western margin of the right-of-way of Hawkins Street (50' right-of-way) and the northern margin of the right-of-way of Doggett Street (50' right-of-way) and running thence with the right-of-way of Doggett Street N. 58-44-39 W., 51.23 feet to a point; thence with a circular curve to the left having a radius of 1003.93 feet, an arc distance of 103.35 feet, and a chord bearing and distance of N. 67-24-02 W., 302.20 feet to a new iron pin at the southeasterly corner of Lot 8 of the Contractors Service, Inc. property as recorded in Map Book 1487, Page 413 of said registry; thence with the eastern line of Lot 8, N. 31-15-25 E., 149.37 feet to a new iron pin at the northeasterly corner of Lot 8, said point being on the southern margin of an old 10' alley; thence with the southern margin of the alley in two (2) courses and distances as follows: 1) S. 68-34-23 E., 152.97 feet to a new iron pin; 2) S. 58-44-39 E., 49.26 feet to a new iron pin at the eastern corner of Lot 4 of the aforesaid Map Book 1487, Page 413; thence with the line between lots 4 and 3 S. 31-15-21 W., 20.00 feet to a new iron pin; thence S. 61-02-05 E., 150.12 feet to a new iron pin on the western margin of the right-of-way of Hawkins Street (50' right-of-way); thence S. 31-15-21 W., 116.00 feet to the point and place of BEGINNING. Containing 45,467.82 square feet, or 1.0438 acres all as shown on a survey by R.B. Pharr & Associates, P.A. dated March 12, 1991, as revised April 11, 1991 and bearing file number W-1295. This parcel contains all of Lots 7, 6, 5, 4, and the major portion of Lots 3, 2 and 1 of the property of Contractors Service, Inc. as recorded in Map Book 1487, Page 413 of said registry.

/20290804.wrs

EXHIBIT A

APD  
10-22-95

Pharr  
12/1

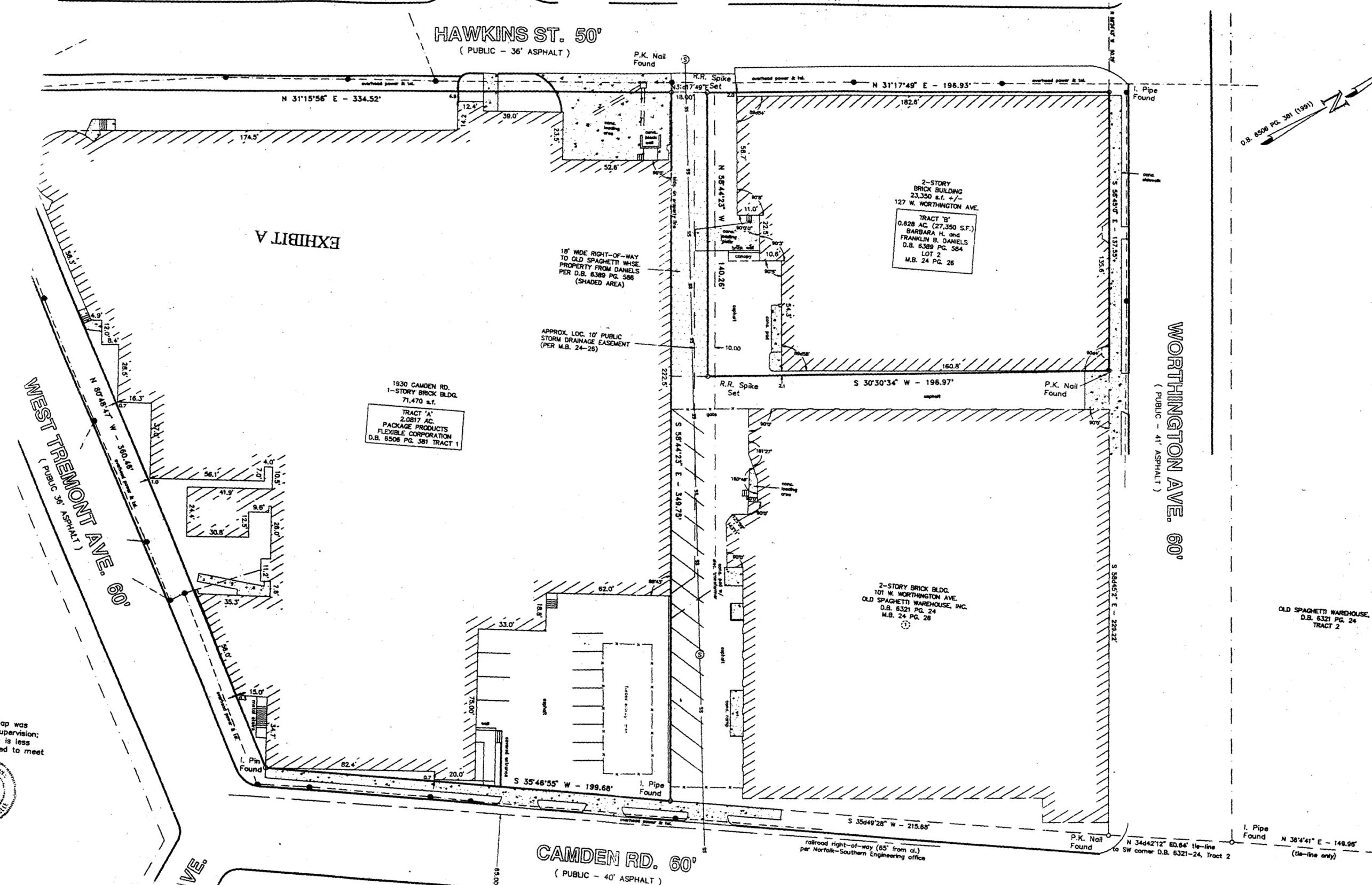
EXHIBIT A

LYING AND BEING in the City of Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows:

*127 W. WORTHINGTON*

**TRACT 1:** Being all of Lot 2 as shown on the map of the OLD SPAGHETTI WAREHOUSE, INC. property recorded in Map Book 24 at page 26 in the Mecklenburg County Registry. Being the same property conveyed to **SELLERS** by deed recorded in Book 6389 at page 584 in the Mecklenburg County Registry.

Camden  
59-98



WEST TREMONT AVE. 60'  
(PUBLIC 36' ASPHALT)

HAWKINS ST. 50'  
(PUBLIC - 36' ASPHALT)

WORTHINGTON AVE. 60'  
(PUBLIC - 41' ASPHALT)

CAMDEN RD. 60'  
(PUBLIC - 40' ASPHALT)

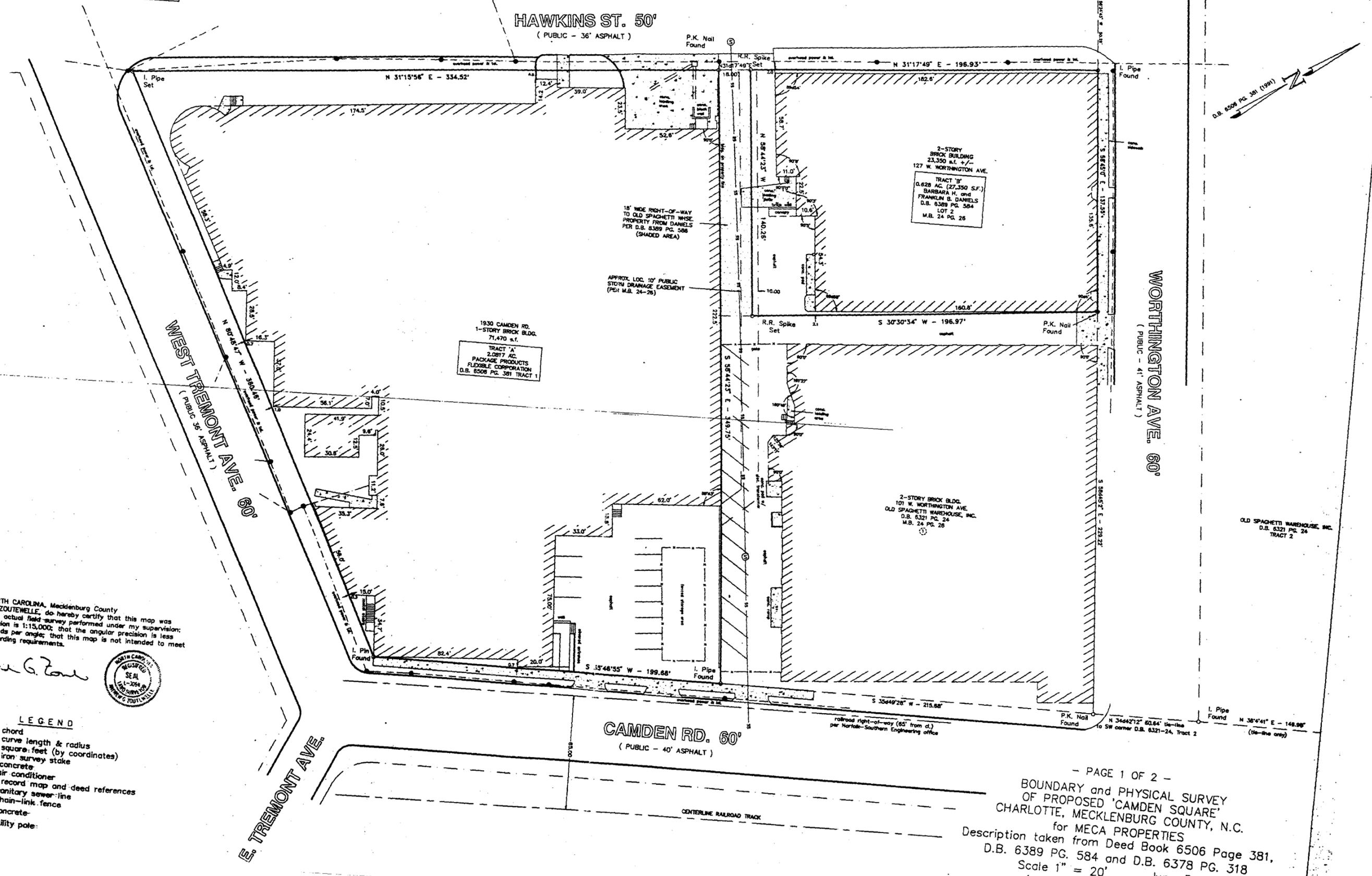
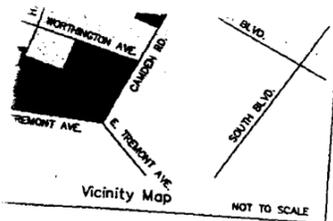
1930 CAMDEN RD.  
1-STORY BRICK BLDG.  
71,470 s.f.  
TRACT 'A'  
2.0817 AC.  
PACKAGE PRODUCTS  
FLEXIBLE CORPORATION  
D.B. 6506 PG. 381 TRACT 1

2-STORY  
BRICK BUILDING  
23,350 s.f. +/-  
127 W. WORTHINGTON AVE.  
TRACT 'B'  
0.628 AC. (27,350 S.F.)  
BARBARA H. and  
FRANKLIN B. DANIELS  
D.B. 6389 PG. 584  
LOT 2  
M.B. 24 PG. 26

2-STORY BRICK BLDG.  
101 W. WORTHINGTON AVE.  
OLD SPAGHETTI WAREHOUSE, INC.  
D.B. 6321 PG. 24  
M.B. 24 PG. 26

OLD SPAGHETTI WAREHOUSE, INC.  
D.B. 6321 PG. 24  
TRACT 2

map was  
supervised;  
error is less  
than needed to meet

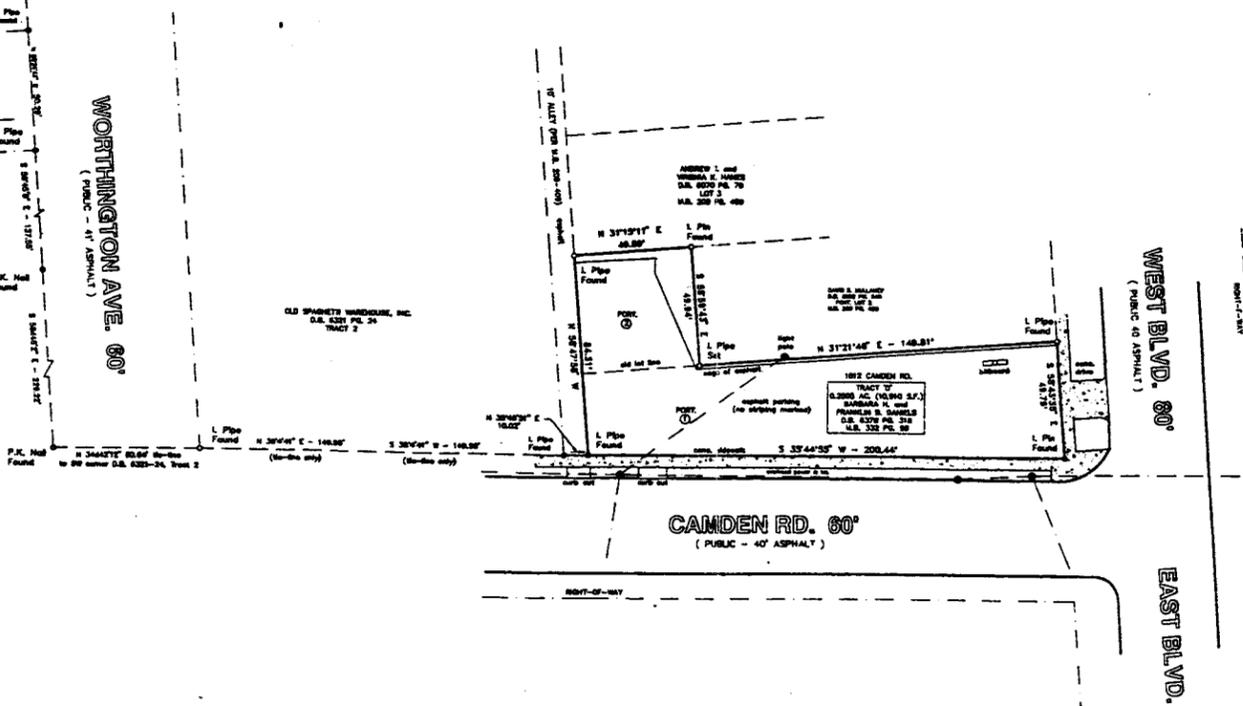
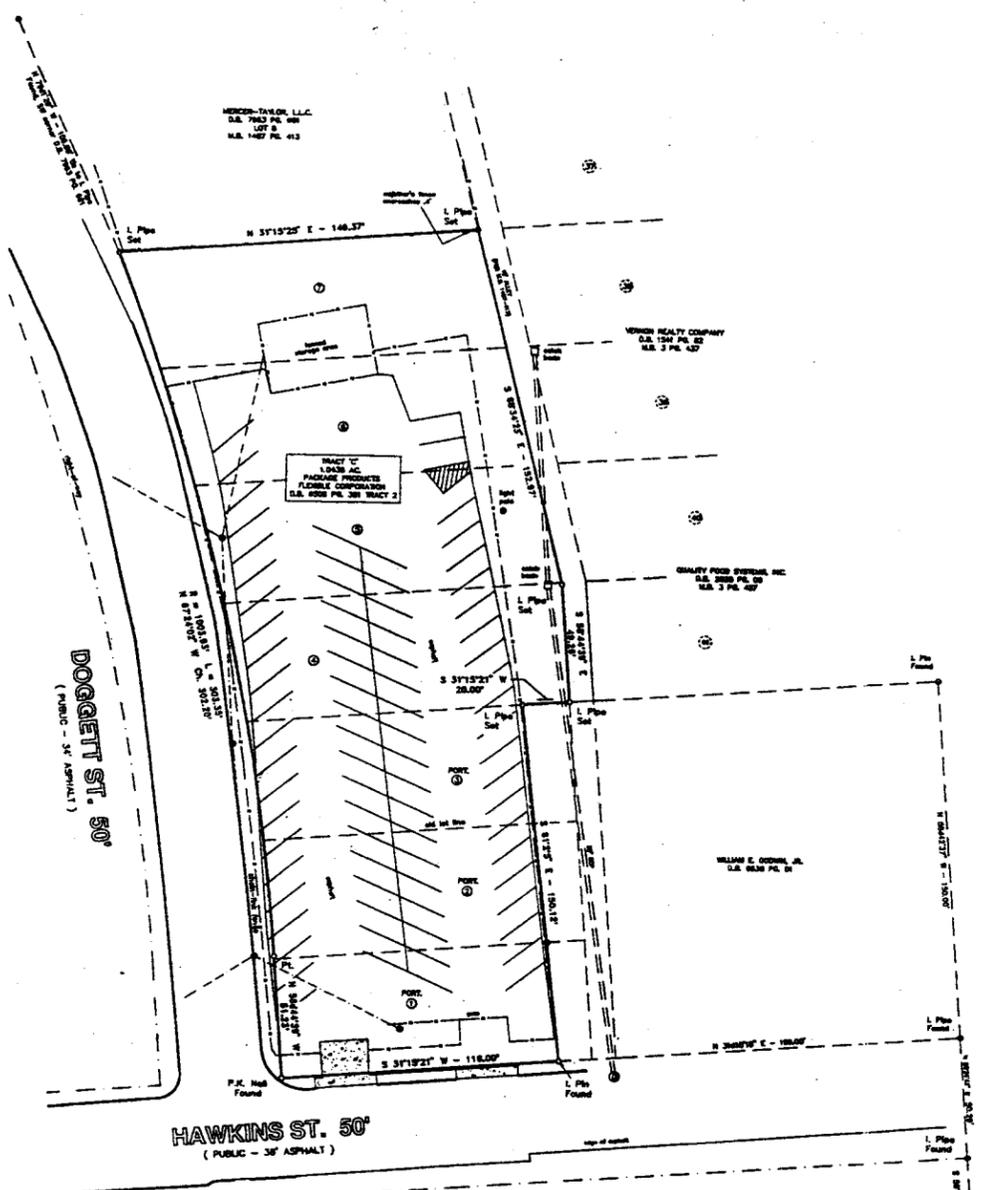
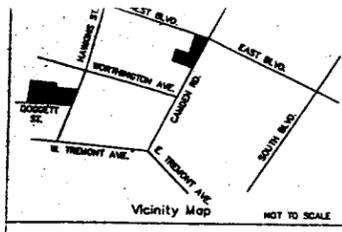


BY NORTH CAROLINA, Mecklenburg County  
 EW G. ZOUTEWELLE, do hereby certify that this map was  
 from an actual field survey performed under my supervision;  
 precision is 1:15,000; that the angular precision is less  
 than 5 seconds per angle; that this map is not intended to meet  
 recording requirements.

*Andrew G. Zoutewelle*  
 NORTH CAROLINA  
 MEASURED  
 SEAL  
 L-3098  
 MEASURED SURVEYOR  
 MECKLENBURG COUNTY

- LEGEND**
- ch. chord
  - L, R curve length & radius
  - s.f. square feet (by coordinates)
  - I, PIN iron survey stake
  - conc. concrete
  - a/c air conditioner
  - MB, DB record map and deed references
  - ss. sanitary sewer line
  - x chain-link fence
  - concrete
  - utility pole

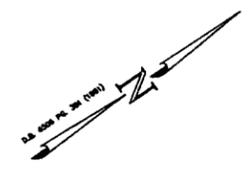
- PAGE 1 OF 2 -  
 BOUNDARY and PHYSICAL SURVEY  
 OF PROPOSED 'CAMDEN SQUARE'  
 CHARLOTTE, MECKLENBURG COUNTY, N.C.  
 for MECA PROPERTIES  
 Description taken from Deed Book 6506 Page 381,  
 D.B. 6389 PG. 584 and D.B. 6378 PG. 318  
 Scale 1" = 20' June 3, 1996  
 Andrew G. Zoutewelle, L-3098  
 1914 Brunswick Ave. Charlotte, NC 28207



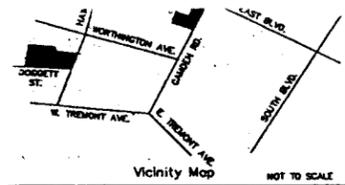
THIS IS TO CERTIFY THAT ON THE DATE SHOWN BELOW, I SURVEYED THIS PROPERTY AND THAT IMPROVEMENTS, IF ANY, ARE SHOWN HEREON. THIS PLAN IS NOT INTENDED TO MEET GS 47-26.

STATE OF NORTH CAROLINA, Mecklenburg County  
 I, ANDREW G. ZOUTEWELLE, do hereby certify that this map was drawn from an actual field survey performed under my supervision; that the precision is 1:15,000; that the angular precision is less than 7.5 seconds per angle; that this map is not intended to meet GS 47-30 recording requirements.

*Andrew G. Zoutewelle*



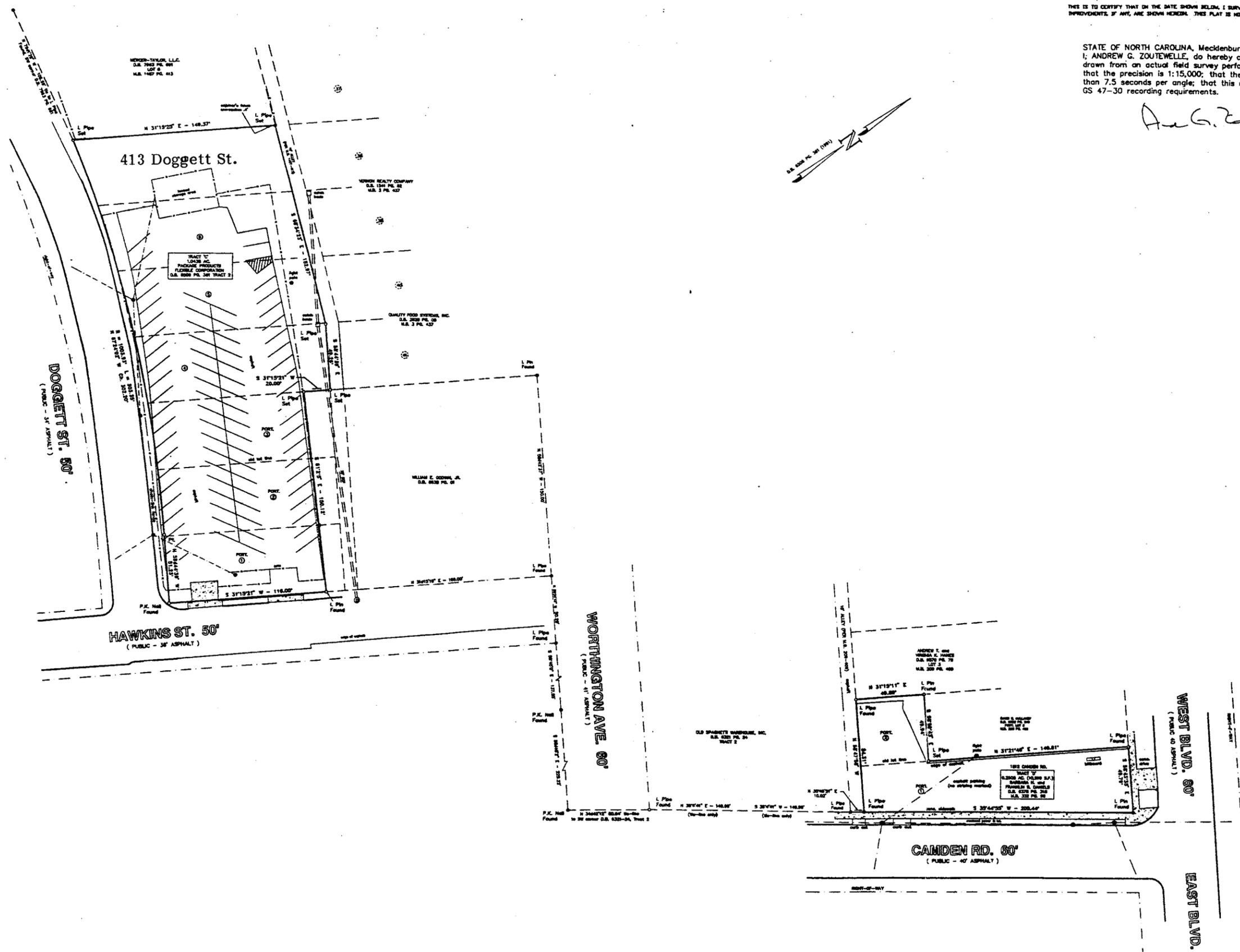
- LEGEND.**
- ch. chord
  - L/R curve length & radius
  - s.f. square feet (by coordinates)
  - I.PIN iron survey stake
  - conc. concrete
  - a/c air conditioner
  - MB, DB record map and deed references
  - ss sanitary sewer line



THIS IS TO CERTIFY THAT ON THE DATE SHOWN BELOW, I SURVEYED THIS PROPERTY AND THAT IMPROVEMENTS IF ANY, ARE SHOWN HEREON. THIS PLAN IS NOT INTENDED TO MEET GS 47-26.

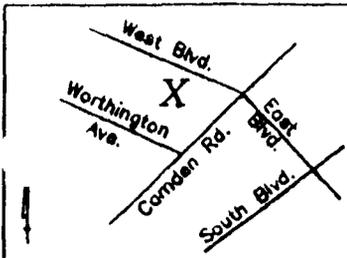
STATE OF NORTH CAROLINA, Mecklenburg County  
I, ANDREW G. ZOUTEWELLE, do hereby certify that this map was drawn from an actual field survey performed under my supervision; that the precision is 1:15,000; that the angular precision is less than 7.5 seconds per angle; that this map is not intended to meet GS 47-30 recording requirements.

*Andrew G. Zoutewelle*



- LEGEND**
- ch. chord
  - L.R. curve length & radius
  - s.f. square feet (by coordinates)
  - I.PIN iron survey stake
  - conc. concrete
  - a/c air conditioner
  - MB, DB record map and deed references
  - ss sanitary sewer line
  - x chain-link fence
  - concrete

- PAGE 2 OF 2 -  
BOUNDARY and PHYSICAL SURVEY  
OF PROPOSED 'CAMDEN SQUARE'  
CHARLOTTE, MECKLENBURG COUNTY, N.C.  
for MECA PROPERTIES  
Description taken from Deed Book 6506 Page  
D.B. 6389 PG. 584 and D.B. 6378 PG. 31  
Scale 1" = 30' June 3, 1996  
Andrew G. Zoutewelle, L-3098  
1914 Brunswick Ave. Charlotte, NC 28208



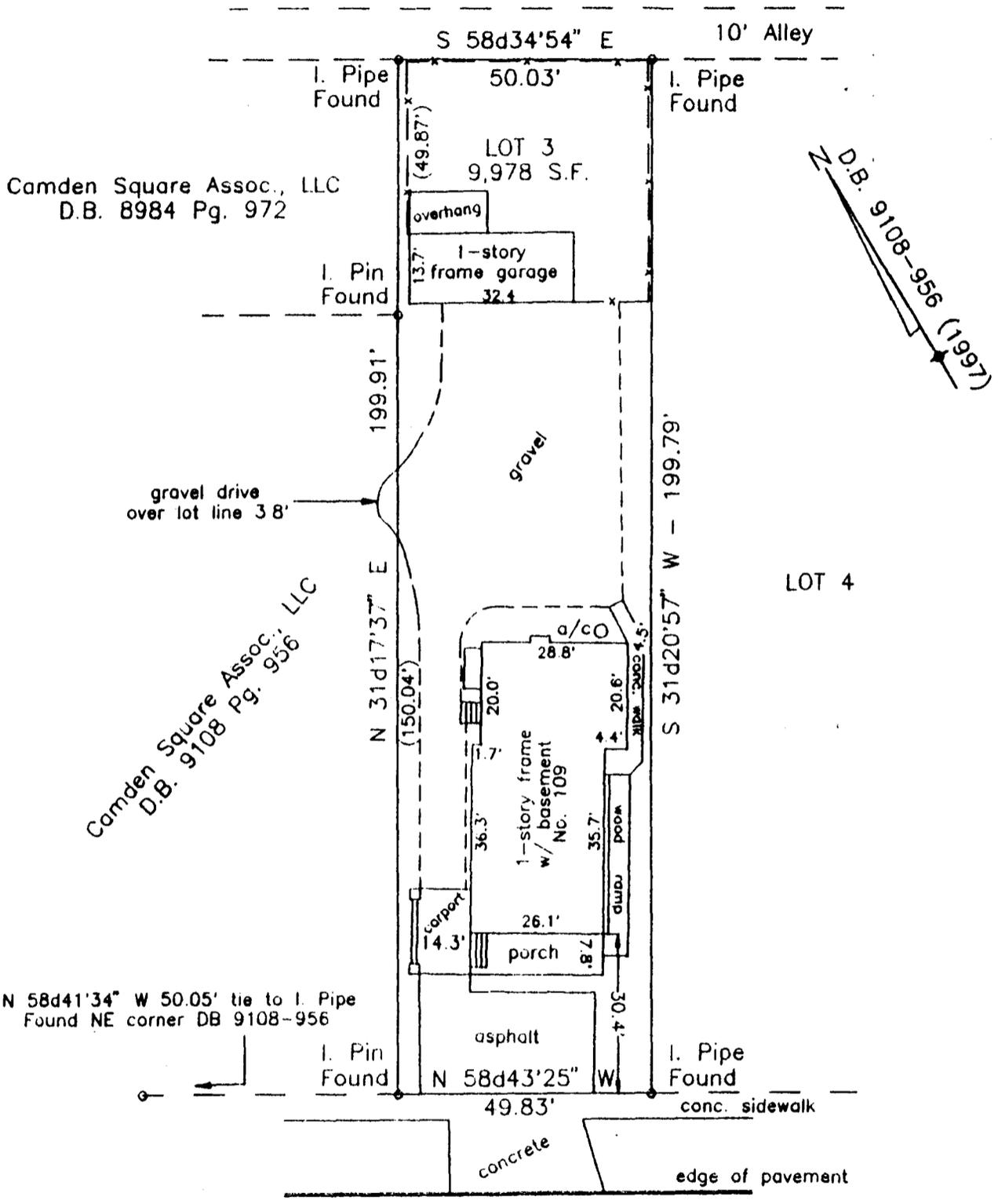
THIS SURVEY IS CERTIFIED TO ONLY THE PERSONS OR ENTITIES SHOWN IN THE TITLE BLOCK BELOW. THIS IS TO CERTIFY THAT THIS SURVEY IS BASED UPON MY BEST KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY DOES NOT REFLECT A COMPLETE TITLE EXAMINATION. PRECISION IS GREATER THAN 1:10,000.

- LEGEND**  
 ch. chord  
 L,R curve length & radius  
 s.f. square feet (by coordinates)  
 I.PIN iron survey stake  
 conc. concrete  
 a/c air conditioner  
 MB, DB record map and deed references

*AG*

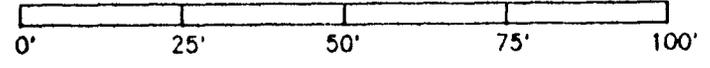


Old Spaghetti Warehouse, Inc.  
 D.B. 6321 Pg. 24



**WEST BLVD. — 80'**

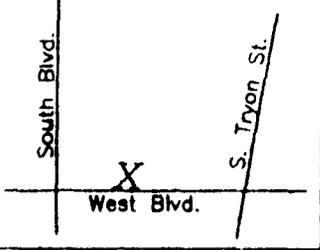
Copyright 1997  
 PHYSICAL SURVEY OF  
 LOT 3, BLOCK 4, WILMORE  
 CHARLOTTE, MECKLENBURG COUNTY, N.C.  
 for MECA PROPERTIES  
 Description taken from Map Book 209 Page 409  
 Scale 1" = 30' August 25, 1997  
 ANDREW G. ZOUTEWELLE, L-3098  
 1914 Brunswick Avenue Charlotte, NC 28207



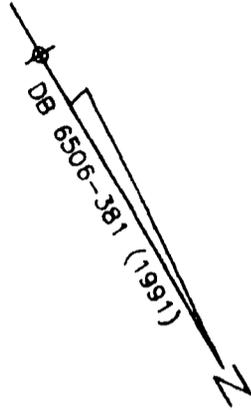
THIS SURVEY IS CERTIFIED TO ONLY THE PERSONS OR ENTITIES SHOWN IN THE TITLE BLOCK BELOW. THIS IS TO CERTIFY THAT THIS SURVEY IS BASED UPON MY BEST KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY DOES NOT REFLECT A COMPLETE TITLE EXAMINATION. PRECISION IS GREATER THAN 1:10,000.

**LEGEND**  
 ch. chord  
 L.R. curve length & radius  
 s.f. square feet (by coordinates)  
 I.PIN iron survey stake  
 conc. concrete  
 a/c air conditioner  
 MB, DB record map and deed references

*Andrew G. Zoutewelle*  
 NORTH CAROLINA  
 REGISTERED  
 SEAL  
 L-3098  
 LAND SURVEYOR  
 ANDREW G. ZOUTEWELLE



CAMDEN SQUARE ASSOCIATES, LLC  
 DB 8984-972



railroad spike &  
 I.P.I.P.E. found

N58d59'43\"/>
 49.94'

I.P.I.P.E. found

2' over

asphalt parking lot

edge of pavement  
 (recently exposed)

7,500 s.f.  
 No. 105  
 vacant

CAMDEN SQUARE ASSOCIATES, LLC  
 DB 8984-972

ANDREW T. HANES  
 DB 6070-78

Camden  
 Rd. 60'

I.P.I.P.E. found

S58d43'35\"/>
 E  
 49.79'

I.P.I.P.E. found

N58d44'00\"/>
 W-49.88' to  
 I.P.I.P.E., NW'ly Hanes corner  
 I.P.I.P.E. found

S58d43'35\"/>
 E  
 50.12'

sidewalk

pavement edge

West Boulevard 80'

Copyright 1997

PHYSICAL SURVEY OF  
 105 WEST BOULEVARD

CHARLOTTE, MECKLENBURG COUNTY, N.C.

CAMDEN SQUARE ASSOCIATES, LLC

Description taken from Deed Book 8092 Page 546

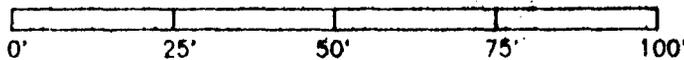
Scale 1" = 30'

May 30, 1997

ANDREW G. ZOUTEWELLE, L-3098.

1914 Brunswick Avenue

Charlotte, NC 28207



1930 CAMDEN RD.

EXHIBIT "A"  
PARCEL I

DESCRIPTION:

BEGINNING at an existing iron pin at the intersection of the northern margin of the right-of-way of West Tremont Avenue (60' right-of-way) with the eastern margin of the right-of-way of Hawkins Street (50' right-of-way) and running thence with the eastern right-of-way of Hawkins Street N. 31-15-25 E., 334.51 feet to a new nail in the pavement at the southeastern corner of the Old Spaghetti Warehouse, Inc. property as recorded in Deed Book 6321, Page 24 of the Mecklenburg County Registry; thence with Old Spaghetti Warehouse's southerly line S. 58-44-25 E., 349.75 feet to an existing iron pin on the western margin of the right-of-way of Camden Road, thence S. 35-45-55 W., 199.68 feet to a new iron pin at the intersection of the western margin of the right-of-way of Camden Road and the northern margin of West Tremont Avenue, thence with the northern right-of-way of West Tremont Avenue, N. 80-48-47 W., 350.46 feet to the point and place of BEGINNING; containing 90,678.06 square feet, or 2.0817 acres all as shown on a survey by R.B. Pharr & Associates, P.A. dated March 12, 1991, as revised April 11, 1991 and bearing file number W-1295.

413 DOGGETT ST.

PARCEL II

BEGINNING at a new nail at the intersection of the western margin of the right-of-way of Hawkins Street (50' right-of-way) and the northern margin of the right-of-way of Doggett Street (50' right-of-way) and running thence with the right-of-way of Doggett Street N. 58-44-39 W., 51.23 feet to a point; thence with a circular curve to the left having a radius of 1003.93 feet, an arc distance of 303.35 feet, and a chord bearing and distance of N. 67-24-02 W., 302.20 feet to a new iron pin at the southeasterly corner of Lot 8 of the Contractors Service, Inc. property as recorded in Map Book 1487, Page 413 of said registry; thence with the eastern line of Lot 8, N. 31-15-25 E., 149.37 feet to a new iron pin at the northeasterly corner of Lot 8, said point being on the southern margin of an old 10' alley; thence with the southern margin of the alley in two (2) courses and distances as follows: 1) S. 68-34-23 E., 152.97 feet to a new iron pin; 2) S. 58-44-39 E., 49.26 feet to a new iron pin at the eastern corner of Lot 4 of the aforesaid Map Book 1487, Page 413; thence with the line between lots 4 and 3 S. 31-15-21 W., 20.00 feet to a new iron pin; thence S. 61-02-05 E., 150.12 feet to a new iron pin on the western margin of the right-of-way of Hawkins Street (50' right-of-way); thence S. 31-15-21 W., 116.00 feet to the point and place of BEGINNING. Containing 45,467.82 square feet, or 1.0438 acres all as shown on a survey by R.B. Pharr & Associates, P.A. dated March 12, 1991, as revised April 11, 1991 and bearing file number W-1295. This parcel contains all of Lots 7, 6, 5, 4, and the major portion of Lots 3, 2 and 1 of the property of Contractors Service, Inc. as recorded in Map Book 1487, Page 413 of said registry.

/20290806.wps

APD  
10-22-95

EXHIBIT B

APM  
10/22/95

hearing with the Charlotte City Council has been scheduled for Monday, July 21, 1997 at 6:00 P.M. in the Charlotte-Mecklenburg Government Center, Meeting Chambers, at 600 East Fourth Street. You are strongly encouraged to attend the open house forum and/or the public hearing, if you have any concerns regarding this request. The purpose of the open house forum is to provide an opportunity for discussion between the petitioner and nearby property owners or other interested parties.

Other meetings pertaining to this petition will be held at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, 8th Floor Conference Room.

City Open House Forum  
Zoning Committee Work Session

Date: June 9, 1997  
Date: July 28, 1997

Time: 5:00 P.M. to 6:00 P.M.  
Time: 4:30 P.M.

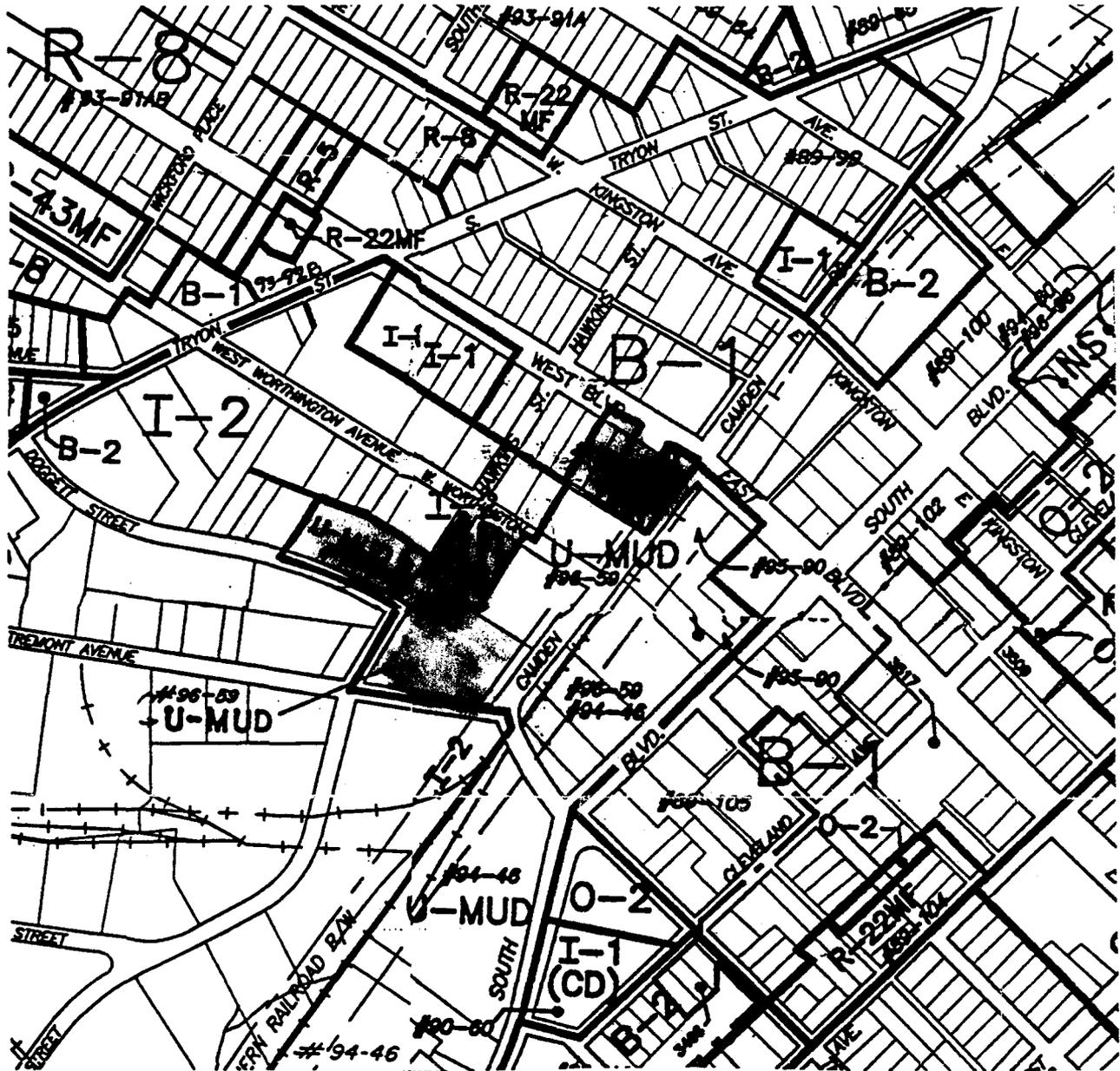
Petition #97-53

Petitioner: Camden Square Associates, LLC

Existing Zoning: B-1 (neighborhood business) and I-2 (general industrial)

Requested Zoning: UMUD (uptown mixed use district)

Property Location: Approximately 0.27 acres located on the western corner of West Boulevard and Camden Road and approximately 0.63 acres located on the southern corner of West Worthington Avenue and Hawkins Street.



If you have any questions regarding this petition, please call Tom Drake, Tim Manes or myself at 336-2205.

Sincerely,

Shad Spencer  
Land Development Planner

EXHIBIT B

EXHIBIT A

LYING AND BEING in the City of Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows:

127 W. WORTHINGTON

TRACT 1: Being all of Lot 2 as shown on the map of the OLD SPAGHETTI WAREHOUSE, INC. property recorded in Map Book 24 at page 26 in the Mecklenburg County Registry. Being the same property conveyed to SELLERS by deed recorded in Book 6389 at page 584 in the Mecklenburg County Registry.

1812 CAMDEN RD.

TRACT 2: Beginning at a set iron marking the point of intersection of the southwesterly margin of the 80 foot right of way of West Boulevard and the northwesterly margin of the 60 foot right of way of Camden Road as shown on survey hereinafter referred to, and running thence with the northwesterly margin of the 60 foot right of way of Camden Road, S. 35-48-42 W. 200.57 feet to an iron pipe in the northeasterly margin of a ten foot alley; thence with the northeasterly margin of the ten foot alley N. 58-48-29 W. 84.38 feet to an iron pipe; thence N. 31-17-22 E. 49.85 feet to a set iron; then S. 58-59-43 E. 50.00 feet to a railroad spike; thence N. 31-21-46 E. 149.99 feet to a pipe in the southwesterly margin of the 80 foot right of way of West Boulevard; thence with the southwesterly margin of the 80 foot right of way of West Boulevard S. 58-42-50 E. 50.00 feet to the point of Beginning, containing 10,938 square feet, as shown on survey for Barbara H. Daniels by Michael C. Sawhill, Registered Surveyor, dated October 10, 1990, and Being all of Lot 1 and part of Lot 2, Block 4, of Wilmore, Book 209, Page 409 and Map book 332, Page 96, Mecklenburg Public Registry. Being the same property conveyed to SELLERS by deed recorded in Book 6378 at page 318 in the Mecklenburg County Registry.

State of North Carolina, County of Mecklenburg  
The foregoing certificate(s) of

*Susan A. Patton*

Notary (ies) Public is/are certified to be correct. This 26<sup>th</sup> day of March 1997

*Mary A. Poy*

JUDITH A. GIBSON, REGISTER OF DEEDS By: Deputy Register of Deeds

105 WEST BLVD.

EXHIBIT A  
ATTACHED TO DEED FROM  
DAVID S. MULLANEY TO  
CAMDEN SQUARE ASSOCIATES, LLC

LYING AND BEING in the City of Charlotte, Mecklenburg County, North Carolina, and beginning at an iron pipe in the southwesterly margin of the 80 foot right of way of West Boulevard, said pipe being located at the northwesterly corner of the property of Camden Square Associates, LLC as described in the deed recorded in Book 8984 at page 972 in the Mecklenburg County Registry, and said beginning point also being located North 58 degrees 43 minutes 35 seconds West 49.79 feet measured along the southwesterly margin of the right of way of West Boulevard from the point of intersection of the southwesterly margin of the right of way of West Boulevard with the northwesterly margin of the 60 foot right of way of Camden Road; and running thence with two lines of said property of Camden Square Associates, LLC two calls and distances as follows: (1) South 31 degrees 21 minutes 46 seconds West 149.81 feet to a railroad spike and an iron pipe and (2) North 58 degrees 59 minutes 43 seconds West 49.94 feet to an iron pin in the line of the property, now or formerly, of Andrew T. Hanes as described in the deed recorded in Book 6070 at page 78 in the Mecklenburg County Registry; thence with the line of said property, now or formerly, of Andrew T. Hanes North 31 degrees 17 minutes 37 seconds East 150.04 feet to an iron pipe and an iron pin in the southwesterly margin of the right of way of West Boulevard; thence with the southwesterly margin of the right of way of West Boulevard South 58 degrees 43 minutes 35 seconds East 50.12 feet to the point and place of beginning. Said parcel of land contains 7,500 square feet and is more particularly shown on the plat of survey entitled "Physical Survey of 105 West Boulevard Charlotte, Mecklenburg County, N.C. Camden Square Associates, LLC" prepared by Andrew G. Zoutewelle, North Carolina Registered Land Surveyor.

000108-000958

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of

Betty W. Rape

Notary (ies) Public is/are certified to be correct. This

17<sup>th</sup> day of June 1997

JUDITH A. GIBSON, REGISTER OF DEEDS

By:

Karen Agnew

Deputy Register of Deeds

109 WEST BLVD.

**EXHIBIT "A"**

LYING AND BEING in the City of Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows:

BEING all of Lot 3 in Block 4 as shown on the map of the property of the Suburban Realty Company known as "WILMORE" which map is recorded in the Map Book 209 at Page 409, Mecklenburg County Public Registry, reference to which is hereby made for a more particular description of the subject property.

westblvd.exh

## EXHIBIT C

The following regulated substances and contaminants are known to exist in groundwater the Property at the following locations and at the following amounts:

|                       |                                       |           |            |
|-----------------------|---------------------------------------|-----------|------------|
| 1,1-dichloroethylene  | Southern portion of 1930 Camden Road  | 480 ug/l  | 1,200 ug/l |
| 1,2-dichloroethene    | Southern portion of 1930 Camden Road  | 40 ug/l   | 150 ug/l   |
| Tetrachloroethylene   | Southern portion of 1930 Camden Road  | 71 ug/l   | 250 ug/l   |
| 1,1,1-trichloroethane | Southern portion of 1930 Camden Road  | 350 ug/l  |            |
| Trichloroethylene     | Southern portion of 1930 Camden Road  | 790 ug/l  | 2,700 ug/l |
|                       | Eastern portion of 413 Doggett Street | 25.6 ug/l |            |
| Chloroform            | Southern portion of 1930 Camden Road  | 17 ug/l   |            |
| 1,1,2-trichloroethane | Southern portion of 1930 Camden Road  | 21 ug/l   |            |

The following regulated substances and contaminants are known to exist in soils on the Property at the following locations and at the following amounts:

|                     |  |  |
|---------------------|--|--|
| Tetrachloroethylene | Tomkins Alley, between 1930 Camden Road and 127 W. Worthington | 8 ppb<br>14 ppb<br>150 ppb             |
| Trichloroethene     | Tomkins Alley, between 1930 Camden Road and 127 W. Worthington | 49 ppb<br>55 ppb<br>120 ppb<br>520 ppb |