

Brownfields Project #: 09012-05-34

Brownfields Property: A Great Escape, 1806 Funtime Boulevard

Property Owner (In whole or part):

Retirement LLC



**LAND USE RESTRICTIONS ("LUR") UPDATE**

LUR 1:

a. No use may be made of the Property other than the following:

- i. Commercial Retail and Wholesale Trade such as Alcoholic Beverage Commission stores; arts and craft stores; building materials stores; convenience stores; food or drug stores; nursery, lawn and garden stores and restaurants;
- ii. Commercial Business and Personal services including, but not limited to, banking and financial services, building contractors, car washes, kennels, medical and dental services, motor vehicle services, professional offices and storage services;
- iii. Commercial Recreational uses including, but not limited to, golf, Indoor and Outdoor recreation and theaters;
- iv. Institutional uses including, but not limited to, academic facilities, animal shelters, religious facilities, government offices, libraries, museums and art galleries, and neighborhood organization offices; and
- v. Transportation and Commercial Utility uses including, but not limited to, broadcast studios and parking facilities.

b. For purposes of this Land Use Restriction:

- i. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee;
- ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer;
- iii. "Professional" refers to engineering, architectural, and surveying services; accounting, auditing, and bookkeeping services; public relations services; legal services; real estate services; the services of insurance agents, brokers, and carriers; the services of security and commodity brokers; and the services of bank holding companies;
- iv. "Office" refers to a use or structure where professional or business services are conducted or rendered;

v. "Indoor Recreation" refers to health or exercise clubs, racket sports, basketball, and other athletic and non-athletic games;

vi. "Outdoor Recreation" refers to tennis courts, ball fields, ball courts, skateboard courses, water slides, go-cart and motorcycle courses, batting cages, paintball fields, laser tag, miniature golf, bumper cars, fish ranches and any similar outdoor activities approved in advance in writing by Department of Environment and Natural Resources ("DENR");

vii. "Institutional" refers to public, non-profit or quasi-public uses, such as for religious facilities, libraries, schools, hospital- and government-owned or -operated buildings. The following definitions of types of Institutional use apply:

A. Religious Institution: A church, temple, or synagogue, the principal purpose of which is religious worship.

B. Health Institution: A hospital, clinic (not including veterinary), health maintenance organization, or similar use or building, not including a group home, which routinely provides for the care of, treatment of and testing for physical, emotional or mental injury, illness or disability, and for the overnight boarding of patients, either on a for-profit or not-for-profit basis.

C. Schools: A use, whether privately or publicly owned, providing pre-school, elementary school, middle school, junior high school, high school, university, college or junior college education.

In compliance X Out of compliance \_\_\_\_\_

Remarks: Property not being used and Available for purchase

LUR 2: Surface water and underground water at the Property may not be used for any purpose without the prior written approval of the Department of Environment and Natural Resources ("DENR").

In compliance X Out of compliance \_\_\_\_\_

Remarks: No use

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LUR 3: No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

In compliance  Out of compliance

Remarks: No such modifications have been made

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LUR 4: No later than seven (7) business days prior to any excavation of soil on the Brownfields Property that will measure fifty (50) cubic feet or more, reach any contents of the Brownfields Property's former landfill, or leave soil exposed for three (3) or more days, DENR shall be given advance written notice, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR requires to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, and would not likely pose an imminent threat to public health or the environment if exposed, DENR may require as much soil as is reasonably necessary to be removed and disposed of in accordance with applicable law or capped to the written satisfaction of DENR.

In compliance  Out of compliance

*David:  
As requested*  
Remarks: In 2010 The City claimed that our sewage was not going into their system. Their new hookup required a trench from the SE corner of the building, along the go-cart track fence to the parking lot, and across the lot to the city sewer line. A tank behind the building was replaced. ~~The~~ All dirt from the trench, which showed no trash, was put back in the trench.

*Note: This is the only action on the property that would not have been in compliance P.M. May*

LUR 5: Landscaping and contours at the Brownfields Property may not be disturbed without the prior written approval of DENR, except for mowing and pruning of above-ground vegetation, planting and removal of trees, shrubs and other landscaping features, and removal of surface trash.

In compliance  Out of compliance

Remarks: No landscaping done

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LUR 6: No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 7: No basements may be constructed on the Brownfields Property.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 8: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in the tables in paragraph (2) of the Notice of Brownfields Property ("Notice"), may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 9: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

In compliance  Out of compliance

Remarks: Not in use

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LUR 10: No part of the Brownfields Property may be used as a child care center or school, nor may any part of the Brownfields Property be used as a playground without the prior written approval of DENR.

In compliance  Out of compliance

Remarks: Not in use

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LUR 11: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance  Out of compliance

Remarks: Not in use

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LUR 12: No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

In compliance  Out of compliance

Remarks: No such activity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 13: No construction may occur at the Brownfields Property, other than in connection with the "FAMILY ENTERTAINMENT CENTER" denominated on the plat component of the Notice, unless and until DENR has issued written approval of plans for the construction. No construction plan shall be approved that does not set forth building footprint(s), details as to the construction procedures planned, and design elements planned to compensate for building on a closed landfill.

In compliance X Out of compliance \_\_\_\_\_

Remarks: No construction

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\_\_\_\_\_

LUR 14: During January of each year after the year in which the Notice is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice remains recorded at the Forsyth County Register of Deeds office, and that the land use restrictions contained herein are being complied with.

In compliance X Out of compliance \_\_\_\_\_

Remarks: with this report

Current Owner  
Retirement, LLC  
P.O. Box 398  
Platt town, NC 27040

Assumed Ownership: 4/23/09

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Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that the Notice remains recorded at the Forsyth County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Retirement LLC, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Daniel N. Moury

In the case of owners that are entities:

Signature of individual signing: Daniel N. Moury  
Name typed or printed: Daniel N. Moury  
Title: Principal/Manager

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The only activity on the property occurred to 6-8 months in the winter of 2009-10.  
The building was rented out for use on Friday and Saturday nights as a teen club as part of a program to give black youth 13-17 a place to socialize off the street

[use for LLCs]

[Insert Name of LLC]

By: Daniel N. Moury  
Name typed or printed: \_\_\_\_\_ Member/  
Manager

NORTH CAROLINA  
Forsyth COUNTY

Betsy C. Bracken  
Stokes

I, Betsy C. Bracken, a Notary Public of the county and state aforesaid, certify that Daniel N. Moury personally came before me this day and acknowledged that he/she is a Member of Retirement, LLC, a North Carolina (state) limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Land Use Restriction Update was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 26 day of September,  
2012

Betsy C. Bracken  
Name typed or printed: Betsy C. Bracken  
Notary Public

My Commission expires: 03/16/2013

