

NCRC Master Association, Inc.

January 25, 2013

North Carolina Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, North Carolina 27699-1646



Subject: Land Use Restrictions Update
Brownfields Project #: 09029-05-13
Brownfields Property: Cannon Village, 1 Lake Circle Drive
Property Owners (in whole or part): Castle & Cooke North Carolina, LLC, Castle & Cooke-NCRC Properties 1, Castle & Cooke-NCRC Properties 2, Castle & Cooke-NCRC Properties 3, Castle & Cooke-NCRC Properties 4, Castle & Cooke-NCRC Properties 5, David H. Murdock Core Lab Building Owners Association, Inc., and City of Kannapolis

To Whom It May Concern:

Attached is the annual Land Use Restrictions ("LUR") Update for the subject property in Kannapolis, North Carolina. The form is signed and notarized in accordance with the requirements of the Notice of Brownfields Property.

Pursuant to the Master Declaration of Easements, Covenants, Conditions and Restrictions for the North Carolina Research Campus recorded in the land records of Cabarrus and Rowan County, the NCRC Master Association, Inc. is responsible for submission of this LUR on behalf of the Owner(s).

Please feel free to contact us should you have any questions or comments.

Respectfully submitted,

Lynne Scott Safrit
President
lsafrit@castlecooke.com

cc: Annual LUR File; R. Gores-C&C; J. Atkinson-CCNC; T. Griffin-Parker Poe; G. Swindell-Swindell & Jones

Enclosures: Notarized LUR
Brownfields Agreement Compliance Certificates

Brownfields Project #: 09029-05-13
Brownfields Property: Cannon Village, 1 Lake Circle Drive
Property Owner (In whole or part): see response to LUR 17 below



LAND USE RESTRICTIONS (“LUR”) UPDATE

LUR 1: No use may be made of the Brownfields Property other than for mixed use, in the form of a campus devoted to health, nutrition, agricultural and other research that may encompass business offices, laboratory facilities, medical clinics and offices, biogenic contract-manufacturing activities, educational facilities, research and development facilities, a math and science high school, government offices, retail shops, a hotel and conference center, a wellness center, restaurants, residences (subject to Land Use Restriction 2 below), entertainment and cultural activities, walking trails, bike paths, parks and green space, a central energy facility, utilities and parking. For purposes of this restriction:

- a. “mixed use” means a project that includes three (3) or more significant revenue-producing uses (from among those uses set forth above) that are mutually supporting and whose project components are physically and functionally integrated and developed in conformance with a property-wide plan; and
- b. “central energy facility” means a facility that will contain equipment to provide the following services for itself and other facilities on the Brownfields Property:
 - I. emergency power generation,
 - II. cooling through an underground loop containing chilled water,
 - III. heating and hot water through an underground loop, and
 - IV. information technology, together with related services and infrastructure.

In compliance X Out of compliance _____

Remarks: _____

LUR 2: No residential use of the Brownfields Property may occur without the Department of Environment and Natural Resources (“DENR”) prior written approval on such conditions as DENR imposes, except (subject to Land Use Restriction 5. below) the hotel use referenced in Land Use Restriction 1. above and on the second or higher story of structures containing non-residential uses on the first floor.

In compliance Out of compliance

Remarks: _____

LUR 3: No use or redevelopment may occur of the 2.16 acres denominated “Former Curb Motorsports Site” on the plat component of the Notice of Brownfields Property (“Notice”), without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that the subject portion of the Brownfields Property is suitable for the proposed use or redevelopment, while fully protecting public health and the environment.

In compliance Out of compliance

Remarks: _____

LUR 4: Unless compliance with this Land Use Restriction is waived in writing by DENR in advance, no use other than for a parking deck may occur of the area denominated “Water Vault” on the plat component of the Notice, without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that the subject portion of the Brownfields Property is suitable for another proposed use, while fully protecting public health and the environment.

In compliance Out of compliance

Remarks: _____

LUR 5: Within the area(s) designated as "Groundwater-Influenced Soil Vapor Zone" on the plat component of the Notice, no building may be constructed until DENR has been consulted regarding the proximity of the planned building to any volatile organic compound plume reflected in the most recent sampling results reasonably available to DENR. If DENR determines that the footprint of a building proposed to be constructed on the Brownfields Property would fall within one hundred (100) feet of such a plume, it may not be constructed until Prospective Developer: a. installs a vapor barrier system and/or mechanical or passive vapor mitigation system based on the sampling results referenced above and approved in writing by DENR; or b. prepares an assessment of the risk posed by plume-related soil gas that demonstrates to DENR's written satisfaction that neither a vapor barrier nor mitigation system is required. Within thirty 30 days following installation of any vapor barrier system and/or mechanical or passive vapor mitigation system required by this subparagraph, DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it, only after which may the building be used. DENR's UST Section retains any jurisdiction it possesses over the matters addressed in this subparagraph.

In compliance X Out of compliance _____

Remarks: _____

LUR 6: Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.

In compliance X Out of compliance _____

Remarks: _____

LUR 7: 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 the applicable North Carolina 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 X Out of compliance _____

Remarks: We note that DENR approved the cessation of irrigation well testing.

LUR 8: Within the area(s) denominated "Soil Restrictions" on the plat component of the Notice, soil at a depth greater than five (5) feet may not be exposed without a minimum of seven (7) business days advance written notice to DENR, 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 reasonably 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, or likely pose an imminent threat to public health or the environment if exposed, Prospective Developer shall have the option, in relation to as much soil as DENR reasonably requires, of removing and disposing of said soil in accordance with applicable law, or leaving said soil in place under such conditions as DENR imposes.

In compliance X Out of compliance _____

Remarks: _____

LUR 9: 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 X Out of compliance _____

Remarks: _____

LUR 10: Within the area(s) designated "Groundwater-Influenced Soil Vapor Zone" on the plat component of the Notice, no basements may be constructed on the Brownfields Property unless they are vented in conformance with applicable building codes.

In compliance X Out of compliance _____

Remarks: _____

LUR 11: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed above in Tables A and B of the Notice, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning, other routine housekeeping and maintenance activities and in offices; and as constituents of fuel (e.g., for support vehicles or backup generators) and in maintenance supplies, medical clinics and laboratory supplies and chemicals.

In compliance X Out of compliance _____

Remarks: _____

LUR 12: The Brownfields Property may not be used for grazing, timbering or timber production without the prior written approval of DENR.

In compliance X Out of compliance _____

Remarks: _____

LUR 13: The Brownfields Property may not be used for horse-riding without the prior written approval of DENR.

In compliance X Out of compliance _____

Remarks: _____

LUR 14: Except for child care establishments in the buildings designated “Existing University of North Carolina at Chapel Hill Building” and “Existing North Carolina State University Building” on the plat component of the Notice, and child care establishments on the second or higher story of structures containing non-residential uses on the first floor, the Brownfields Property may not be used as a playground or for child care establishments without the prior written approval of DENR on such conditions as DENR imposes. For purposes of this restriction, “playground” means an exterior area in contact with surface soil that is designed for and equipped with facilities for children to engage in physical activity.

In compliance X Out of compliance _____

Remarks: _____

LUR 15: The owner of any portion of the Brownfields Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR’s written satisfaction and within a time period acceptable to DENR.

In compliance X Out of compliance _____

Remarks: _____

LUR 16: 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, provided that such party shall use reasonable efforts to

minimize interference with legal operations on the Brownfields Property.

In compliance X Out of compliance _____

Remarks: _____

LUR 17: 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 (“LURU”) to DENR certifying that the Notice remains recorded at the Cabarrus and Rowan County Register of Deeds offices and that the Land Use Restrictions are being complied with, and stating:

- a. the name, mailing address, telephone and facsimile numbers, and contact person’s e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year. Insert information:

- b. the transferee’s name, mailing address, telephone and facsimile numbers, and contact person’s e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year. Insert information:

- c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction 5. above are serving the function for which they were installed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how. Please add comments in section provided below.

Although DENR is not requiring a vapor barrier at the Medical Office Building project, Castle & Cooke has provided a vapor barrier under the tenant slab on grade as well as the public area and lobby slab on grade for the first floor. Castle & Cooke has provided the tenant occupying the imaging suite on the first floor the financials means and methodology to install a similar vapor barrier in the imaging suite. The barrier for that suite has not yet been installed, but will be in the normal sequence of construction for the imaging suite area.

In lieu of submissions of LURUs by particular owners, a property owners association or other entity may submit same on behalf of some or all owners of the Brownfields Property, if said association or entity:

- d. has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DENR that includes, at a minimum, the name and mailing address, and if available, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is being submitted; or
- e. is responsible for submission of the LURU on behalf of such owners pursuant to a condominium declaration, "covenants, conditions and restrictions" or a functionally equivalent instrument recorded in the land records of Cabarrus County or Rowan County, as applicable.

In compliance X Out of compliance _____

Remarks: NCRC Master Association, Inc. is submitting this LURU on behalf of several owners of the Brownfields Property, as permitted by Paragraph 15(r)(v) of the Brownfields Agreement. Specifically, the LURU is being submitted on behalf of the following entities: Castle & Cooke North Carolina, LLC, Castle & Cooke-NCRC Properties 1, LLC, Castle & Cooke-NCRC Properties 2, LLC, Castle & Cooke-NCRC Properties 3, LLC, Castle & Cooke-NCRC Properties 4, LLC, Castle & Cooke-NCRC Properties 5, LLC, the David H. Murdock Core Lab Building Owners Association, Inc, and the City of Kannapolis.

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

This Land Use Restrictions Update is certified by NCRC Master Association, Inc., on behalf of the above-listed entities, as permitted by Paragraph 15(r)(v) of the Brownfields Agreement.

Name typed or printed of party making certification: NCRC Master Association, Inc.

In the case of owners that are entities:

Signature of individual signing: 
 Name typed or printed: Lynne Scott Safrit
 Title: President

In the case of all owners:

Date: January 25, 2013

NCRC Master Association, Inc.

By: *[Signature]*
Name typed or printed: Lynne Scott Safrit
Title typed or printed: President

ATTEST:

THOMAS D. SANCTIS
Name typed or printed:
Officer, NCRC Master Association, Inc. (corporation name)

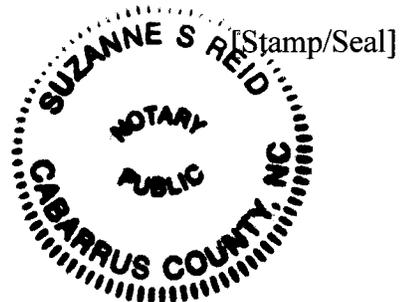
NORTH CAROLINA
Cabarrus COUNTY

I, SUZANNE S. REID, a Notary Public of the county and state aforesaid, certify that LYNNE SCOTT SAFRIT personally came before me this day and acknowledged that he/she is the Secretary of NCRC Master Association Inc (corporation name), a N.C. (state) corporation, and that by authority duly given and as the act of the corporation, the foregoing Land Use Restriction Update was signed in its name by its President and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 25th day of January, 2013.

[Signature]
Name:
Notary Public

My Commission expires: 9/30/2016



STATE OF NORTH CAROLINA

COUNTIES OF ROWAN
AND CABARRUS

BROWNFIELDS AGREEMENT
COMPLIANCE CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, that:

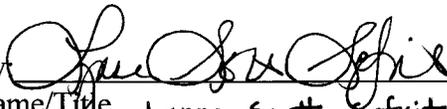
1. The undersigned is either: (i) an owner of real property located within the mixed use development commonly known as the North Carolina Research Campus ("NCRC"), or (ii) a condominium association for a condominium regime that is located within NCRC, and, in such capacity, the undersigned has the power and authority to execute, acknowledge and deliver to NCRC Master Association, Inc., a North Carolina not-for-profit corporation (the "Master Association") this Brownfields Agreement Compliance Certificate (the "Compliance Certificate").

2. This Compliance Certificate is delivered pursuant to Section 13.14.3 of that certain Master Declaration of Easements, Covenants, Conditions and Restrictions for the North Carolina Research Campus (as the same may be amended from time-to-time, the "Master Declaration"), the original of which has been recorded in Book 8157, Page 291 of the Cabarrus County Register of Deeds and in Book 1118, Page 544 of the Rowan County Register of Deeds.

3. The undersigned hereby certifies to the Master Association that, for the twelve (12) month period ending on December 31 of the year in which this Compliance Certificate is delivered, the undersigned has complied, and continues to comply, with: (i) all Brownfields Restrictions (as defined in the Master Declaration); and (ii) all BFA Requirements (as defined in the Master Declaration).

4. The undersigned hereby authorizes the Master Association to submit a Land Use Restriction Update to the North Carolina Department of Environment and Natural Resources, confirming that, for the relevant 12 month period, the undersigned and any and all of its owned property within the NCRC is and has been in compliance with the land use restrictions and other requirements in the Brownfields Agreement (as defined in the Master Declaration).

Date: December 31, 2012. CASTLE & COOKE NORTH CAROLINA, LLC,
a Delaware limited liability company

By: 
Name/Title Lynne Scott Saffrit

By: 
Name/Title Thomas D. Saneitis, V.P.

STATE OF NORTH CAROLINA

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Date: December 31, 2012. CASTLE & COOKE-NCRC PROPERTIES 1, LLC,
a North Carolina limited liability company

By: 
Printed Name/Title: Lynn Scott Safrit

By: 
Printed Name/Title: THOMAS D. SANCTIS

STATE OF NORTH CAROLINA

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Date: December 31, 2012. CASTLE & COOKE-NCRC PROPERTIES 2, LLC,
a Delaware limited liability company

By: 
Printed Name/Title: Lynn Scott Safrit

By: 
Printed Name/Title: THOMAS D. Savelle, VP.

STATE OF NORTH CAROLINA

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Date: December 31, 2012. CASTLE & COOKE-NCRC PROPERTIES 3, LLC,
a Delaware limited liability company

By: 
Printed Name/Title: Lynn Scott Safritz

By: 
Printed Name/Title: THOMAS D. SAFRITZ

STATE OF NORTH CAROLINA

COUNTIES OF ROWAN
AND CABARRUS

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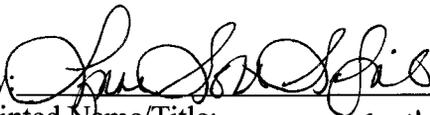
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a Delaware limited liability company

By: 
Printed Name/Title: Lynn Scott Safrit

By: 
Printed Name/Title: THOMAS D. SANCTIS, V.P.

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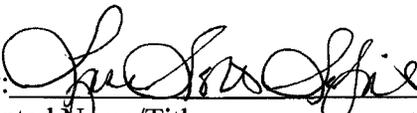
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By: 
Printed Name/Title: Lynn Scott Sefrit

By: 
Printed Name/Title: THOMAS D. SANCTIS

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Date: December 31, 2012. THE DAVID H. MURDOCK CORE LAB BUILDING
OWNERS ASSOCIATION, INC.,
a North Carolina not for profit corporation

By: 
Printed Name/Title: Lynne Scott Sofrit

By: 
Printed Name/Title: Thomas D. Strickis

STATE OF NORTH CAROLINA

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Date: December 31, 2012. CITY OF KANNAPOLIS, a North Carolina municipal corporation

By: Michael B. Legg
Printed Name/Title: Michael B. Legg, City Manager