

**Mailing Address:**

Guilford Technical  
Community College  
P.O. Box 309  
Jamestown, NC 27282

(336) 334-4822  
(336) 454-1126

TTY (336) 841-2158

[www.gtcc.edu](http://www.gtcc.edu)

Jamestown Campus

Aviation Center

Greensboro Campus

High Point Campus

Small Business Center

January 28, 2014

Mr. David Peacock  
NC Division of Waste Management  
Brownfields Program  
Mail Service Center 1646  
Raleigh, NC 27699-1646

Re: Guilford Technical Community College  
GTCC Foundation Properties, LLC  
Land Use Restriction Updates (LURU)

Dear Mr. Peacock:

Enclosed are the original Brownfields Land Use Restriction Updates for Guilford Technical Community College and GTCC Foundation Properties, LLC for 2014.

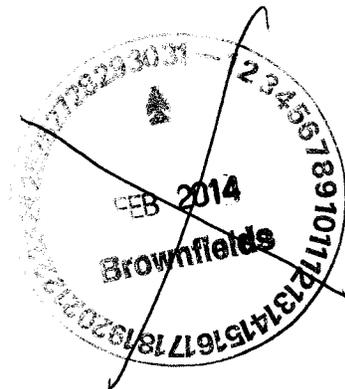
Please let us know if you have any questions about the documents.

Sincerely,



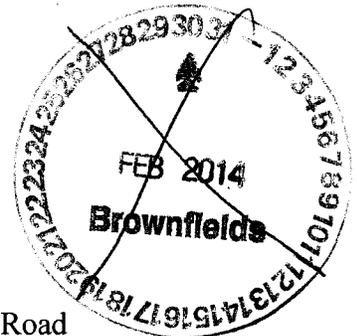
Mitchell E. Johnson  
Associate Vice President for Administrative Assistant

cc: Rae Marie Smith, GTCC  
Harry Stillerman, GTCC



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

Certification Year: 2014



Name: Burlington Distribution  
Project #: 10049-06-41

Address: 6012 High Point Road  
County: Guilford

Property Owner (In part or whole): Guilford Technical Community College

Read the following LURs and mark each restriction accordingly. Additional remarks may be added for compliance status clarification. Attach any required or supplemental documentation, sign, notarize and submit to the following address:

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

LUR 1: No use may be made of the Property other than for community college facilities, including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. The Property shall not be used for residential, or for child care or for elementary through secondary school, purposes without the Department of Environment and Natural Resources' ("DENR's") advance written approval.

In compliance       Out of compliance

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



LUR 2: No building (other than buildings that are not enclosed such as parking garages) may be constructed on the Property unless and until DENR determines in writing that:

- a. the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or
- b. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes

photographs and a description of the installation and performance assessment of the mitigation system.

In compliance                       Out of compliance

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

LUR 3: Any demolition of any building on the Property, as depicted on the plat component of the Notice of Brownfields Property ("Notice") must occur in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

In compliance                       Out of compliance

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

LUR 4: 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) or surface water may occur on the Property unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in LUR 1 above while fully protecting public health and the environment. Notwithstanding the foregoing restrictions, water quality management structures such as retention basins designed and constructed in accordance with applicable laws may be constructed on the Property without DENR's advance approval.

In compliance                       Out of compliance

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

LUR 5: None of the contaminants known to be present in the environmental media at the Property, including those appearing in the table in paragraph 8 of Exhibit A hereto may be used or stored at the Property without the prior written approval of DENR, except (i) in de minimis amounts for cleaning and other routine housekeeping activities, and (ii) for vehicle maintenance and service activities conducted in compliance with applicable law.

In compliance                       Out of compliance

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

LUR 6: The owner of any portion of the Property where any existing, or subsequently installed, 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, unless compliance with this LUR is waived in writing by DENR in advance.

In compliance                       Out of compliance

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

LUR 7: Neither DENR, nor any party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR, may be denied access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

In compliance                       Out of compliance

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

LUR 8: During January of each year after the year in which the Notice is recorded, the owner of any part of the Property as of January 1<sup>st</sup> of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1<sup>st</sup>, the Notice containing these land use restrictions remains recorded at the Guilford County Register of Deeds office 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 Property during the previous calendar year.

Mitchell E. Johnson  
Associate Vice President, Administrative Services  
Guilford Technical Community College  
P. O. Box 309  
Jamestown, NC 27282  
336-334-4822 x. 50287 (office)  
336-819-2024 (fax)  
mjohanson@gtcc.edu

- 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 Property during the previous calendar year.

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- c. whether any vapor barrier and/or mitigation systems installed pursuant to LUR 2 above are performing as designed, 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.

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In compliance                       Out of compliance

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

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

This Land Use Restrictions Update is certified by Guilford Technical Community College, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Guilford Technical Community College

In the case of owners that are entities:

Signature of individual signing: Mitchell E. Johnson  
Name typed or printed: Mitchell E. Johnson  
Title: Associate Vice President, Administrative Services

In the case of all owners:

Date: January 28, 2014

GUILFORD TECHNICAL COMMUNITY COLLEGE

By: Mitchell E. Johnson  
Mitchell E. Johnson  
Associate Vice President, Administrative Services

NORTH CAROLINA  
Guilford COUNTY

I, Alice B. Avery, a Notary Public of the county and state aforesaid, certify that Mitchell E. Johnson personally came before me this day and acknowledged that he is Associate Vice President, Administrative Services, of Guilford Technical Community College, a North Carolina community college, and that by authority duly given and as the act of the community college, the foregoing Land Use Restriction Update was signed in its name by him.

WITNESS my hand and official stamp or seal, this 28<sup>th</sup> day of January, 2014.

Alice B. Avery  
Name typed or printed: Alice B. AVERY  
Notary Public

My Commission expires: Sept. 14, 2018

