

Brownfields Program  
File Room Document Transmittal Sheet

23

Your Name: Shirley Liggins  
Project ID: 1102607060  
Facility Name: Syncot Fibers - Dyestuff  
Document Group: Land Use Restriction Updates (LURU)  
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Author of Doc: Desuree MacSorley

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8	10	12

1102607060

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**Brownfields Project #: 11026-07-60**  
**Brownfields Property: Syncot Fibers, 2459 Wilkinson Blvd.**  
**Property Owner (In whole or part): Dyestuff Owners Association, Inc.**



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

**LUR 1: No use may be made of the Brownfields Property other than for commercial office and showroom space. For purposes of this restriction, the following definitions apply:**

- a. "Commercial office" refers to a place where private business or professional services are conducted or rendered, and where files and office materials may be kept.
- b. "Showroom" refers to an area where merchandise not precluded by Land Use Restriction No. 6 below is displayed for public viewing.

In compliance  Out of compliance

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

**LUR 2: No activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose water) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of the Department of Environment and Natural Resources ("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: \_\_\_\_\_  
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LUR 3: Soil on the Brownfields Property may not be disturbed without a minimum of seven (7) business days advance written notice to DENR unless DENR states otherwise in writing in advance, except in what are deemed, subject to later DENR review, emergencies, when notice shall be given as soon as practicable but no later than 24 hours after the purported emergency is discovered, and except in connection with mowing and pruning of above-ground vegetation, and surface landscaping and planting. Prior to or while soil is disturbed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines renders the Brownfields Property unsuitable for the uses specified in LUR 1 above, 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, or treated *in situ* in accordance with a plan approved in writing in advance by DENR, 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 to render the Brownfields Property suitable for said uses. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or would not likely 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, treated *in situ*, or covered with an impervious or hard pervious surface, to the written satisfaction of DENR. If treatment is chosen, it shall occur in conformance with procedures approved in writing in advance and afterwards by DENR. If covering the soil is chosen, said cover shall be maintained to DENR's satisfaction. If removal and disposal is chosen, information that meets with DENR's written satisfaction regarding the transportation and disposition of such soil shall be supplied in a written report to DENR within 90 days following removal. For purposes of the Brownfields Agreement ("Agreement"), the following definitions apply:

- a. "Impervious surface" means any structure or groundcover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or other natural or man-made material that prevents the absorption of surface water into the soil.
- b. "Hard pervious surface" means any structure or groundcover that allows absorption of surface water into the soil, but has a hard surface formed or cast in place that protects land users from exposure to any contaminants in the soil. Pervious concrete and pervious tennis court materials are examples.

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

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

LUR 4: 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 5: No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

In compliance  Out of compliance

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

LUR 6: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Tables A or B 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 7: The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

In compliance  Out of compliance

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

LUR 8: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

In compliance  Out of compliance

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

LUR 9: The Brownfields Property may not be used as a playground, or for child care centers or schools.

In compliance  Out of compliance

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

LUR 10: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance  Out of compliance

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

LUR 11: 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  Out of compliance

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

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, which is to be conducted using reasonable efforts to

minimize interference with authorized uses of the Brownfields Property.

In compliance  Out of compliance

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

LUR 13: During January of each year after the year in which the Notice is recorded, the owner of any part of the Brownfields Property as of January 1<sup>st</sup> of that year shall submit a notarized LURU to DENR certifying that, as of said January 1<sup>st</sup>, the Notice containing these LURs remains recorded at the Mecklenburg County Register of Deeds office and that the LURs 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:

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

Alternatively, a property owners' association may perform the duties stated in LUR 13 on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DENR that includes, at a minimum, the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

In compliance  Out of compliance

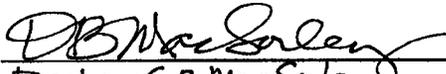
Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This Land Use Restrictions Update is certified by Dyestuff Owners Association, Inc., owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Dyestuff Owners Association, Inc.

In the case of owners that are entities:

Signature of individual signing:   
Name typed or printed: Desiree B. MacSoley  
Title: President

In the case of all owners:

Date: 24 JAN 2012

Dyestuff Owners Association, Inc.

Desiree B MacSorley

By: President

Name typed or printed:

Title typed or printed:

ATTEST:



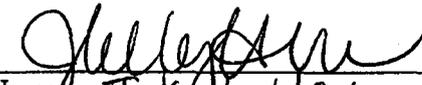
Name typed or printed: ROBERT A. PRESSLEY  
Secretary, Dyestuff Owners Association, Inc.

NORTH CAROLINA

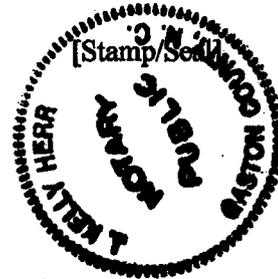
Gaston COUNTY

I, J. Kelly Herr, a Notary Public of the county and state aforesaid, certify that Robert A. Pressley personally came before me this day and acknowledged that he/she is the Secretary of Dyestuff Owners Association, Inc., a North Carolina 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 26<sup>th</sup> day of January, 2012

  
Name: J. Kelly Herr  
Notary Public

My Commission expires: 4-26-16



# Owner Contact Roster

As of January 1, 2012

Owner Name	Contact	Name	Primary Phone	Mobile	Email	Fax	Street 1	Street 2	City, State Zip
Dyestuff, LLC	Rob	Pressley			rob.pressley@mecaproperties.com		1815 South Tryon St.	Suite D	Charlotte, NC 28203
Dyestuff, LLC	Rob	Pressley			rob.pressley@mecaproperties.com		1815 South Tryon St.	Suite D	Charlotte, NC 28203
Dyestuff, LLC	Rob	Pressley			rob.pressley@mecaproperties.com		1815 South Tryon St.	Suite D	Charlotte, NC 28203
Dyestuff, LLC	Rob	Pressley			rob.pressley@mecaproperties.com		1815 South Tryon St.	Suite D	Charlotte, NC 28203
Dyestuff, LLC	Rob	Pressley			rob.pressley@mecaproperties.com		1815 South Tryon St.	Suite D	Charlotte, NC 28203
DRG Properties	Des	MacSorely	704-641-0650		des@drgrp.com		2459 Wilkinson Boulevard	Suite 200	Charlotte, NC 28203
DRG Properties	Des	MacSorely	704-641-0650		des@drgrp.com		2459 Wilkinson Blvd	Unit 200	Charlotte, NC 28203
KD Dyestuff	Karl	Doerre	704-361-5285	704-361-5285	karl@doerreconstruction.com	704-374-0889	2459 Wilkinson Blvd	Unit 210	Charlotte, NC 28203
FDY Inc	Edward	Moolenaar	704-534-0155	704-534-0155	EMoolenaar@fdyinc.com	704-523-6674	3401 St. Vardell Lane	Suite B	Charlotte, NC 28217