

# THE DUGGAN LAW FIRM, PC

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July 24, 2014

NC Brownfields Program  
Attn: Shirley Liggins  
NC Department of Environmental & Natural Resources  
Division of Waste Management  
1646 Mail Service Center  
Raleigh, NC 27699-1646

RE: Mac, LLC Brownfields Application

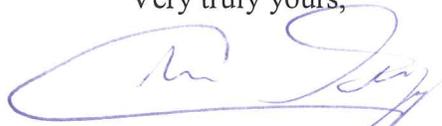
Dear Ms. Liggins:

Enclosed herein please find the Brownfields Application and all attached documents for Mac, LLC. I have sent the photographs which are attached hereto via email to you on the date of this correspondence. I am also providing, along with this application, the Redevelopment Now Option and my client's check for \$30,000.00.

We will be supplying an updated survey in the coming days as well as community support letters.

In the meantime, should you have any questions, please do not hesitate to contact me.

Very truly yours,



Christopher Duggan

CMD/jfg

Enclosures



\*Please note that our street address has changed.\*

**North Carolina Brownfields Program**  
**Redevelopment Now Option Pilot**

**Fee Consent Document**

I, the undersigned, am the authorized agent of Mac, LLC ("Prospective Developer"), who the North Carolina Brownfields Program ("Program") has determined to be eligible to seek to engage in the brownfields process regarding a property and project that the Program has also determined to be eligible. See N.C.G.S. 130A-310.30, *et seq.* The property is known as the Mac Property site and is located at 2021 Roosevelt Blvd, Monroe, Union County, North Carolina. Prospective Developer is herewith paying a \$30,000.00 fee to the Program, by check payable to "DENR," in satisfaction of a Prospective Developer's obligations under N.C.G.S. 130A-310.39(a). Prospective Developer understands that payment of this fee entitles Prospective Developer to expedited Program review of technical documents and processing of a draft Brownfields Agreement and ancillary documents regarding the project in question. Prospective Developer further understands that payment of this fee in no way guarantees successful completion of the brownfields process regarding the project.

I understand that, pursuant to payment of the fees, the Program shall handle the subject project under the Program's expedited processing provisions, with appropriate staff resources, so long as Prospective Developer is engaging in the process in good faith and complying with the Program's procedures.

Should the Program determine that the resources required to complete the brownfields process in regard to the subject project ever exceed the fee set forth herein due to unforeseen technical, administrative, or regulatory complexities, the Program may (1) remove the project from the expedited processing program and return it to standard processing status, or (2) expend resources it deems reasonable seeking to negotiate an additional fee that the Program deems sufficient to complete the brownfields process in regard to the project.

Disclaimers:

- 1) The Program makes no promises or claims that payment of the subject fee will result in successful completion of the Brownfields process regarding this project.
- 2) Public comment shall be solicited pursuant to N.C.G.S. 130A-310.34, and may affect the outcome of the brownfields process regarding this project, including without limitation its timing and/or provisions/features of the Brownfields documents and plat.



Prospective Developer: Mac LLC  
Mailing Address: PO Box 985  
Monroe, NC 28111

By (signature): William MacTaggart

7-24-14  
Date

Name typed or printed: William MacTaggart  
Title typed or printed: Manager

**Brownfields Property Application**  
North Carolina Brownfields Program  
[www.ncbrownfields.org](http://www.ncbrownfields.org)

**I. PROSPECTIVE DEVELOPER (PD) INFORMATION {USE TAB KEY TO GET TO NEXT DATA ENTRY LINE – DO NOT USE THE RETURN KEY}**

A. PD information:

Entity name	Mac, LLC
Principal Officer	William MacTaggart
Representative	
Mailing Address	PO Box 985 Monroe, NC 28111
E-mail address	bill@rppmfg.com
Phone No.	704-661-3495
Fax No.	704-292-1248
Web site	

B. PD contact person information (i.e., individual who will serve as the NCBP's point of contact if different than above):

Name	Christopher Duggan
Company	The Duggan Law Firm, PC
Mailing Address	PO Box 481  Monroe, NC 28111
E-Mail Address	cduggan@dugganlegal.com
Phone No.	704-776-9610
Fax No.	704-776-9611

C. Information regarding all parent companies, subsidiaries or other affiliates of PD (attach separate sheet(s) if necessary):

**(Use for LLCs)**

Member-managed or manager-managed? **Answer:** Manager-Managed

If manager-managed, provide name of manager and percent of ownership:

Name	William MacTaggart
Ownership (%)	50
Mailing Address	PO Box 985 Monroe, NC 28111
E-Mail Address	bill@rppmfg.com
Phone No.	704-661-3495
Fax No.	704-292-1248

For all LLCs, list all members of the LLC and provide their percent of ownership:

Name	William MacTaggart
Ownership (%)	50
Mailing Address	PO Box 985 Monroe, NC 28111
E-Mail Address	bill@rppmfg.com
Phone No.	704-661-3495
Fax No.	704-292-1248

Name	Scott MacTaggart
Ownership (%)	50
Mailing Address	PO Box 985 Monroe, NC
E-Mail Address	Scott@rppmfg.com
Phone No.	704-488-8017
Fax No.	704-292-1248

Name	
Ownership (%)	
Mailing Address	

E-Mail Address	
Phone No.	
Fax No.	

Managers of manager-managed LLCs are required to execute all brownfield documents for the LLC; as to member-managed LLCs, state name of member who will sign these documents.

N/A

List all parent companies, subsidiaries and other affiliates:

1. Royal Palm Pools, Inc. (See Tab 1 attached)  
PO Box 985  
Monroe, NC 28111  
William MacTaggart, President  
Website: <http://rppmfg.com/about-us/>

2. Armor-Clad Fence, LLC (See Tab 1 attached)  
PO Box 985  
Monroe, NC 28111

William MacTaggart 60% ownership interest (see above for contact info)  
Scott MacTaggart 40% ownership interest (see above for contact info)

**(Use for Partnerships)**

Check one:  General Partnership  Limited Partnership

List all partners and percent of ownership:

Name N/A

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Is this person a general or limited partner?

Name

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Is this person a general or limited partner?

List all parent companies, subsidiaries and other affiliates:

**(Use for corporations other than LLCs)**

*(If information is the same as shown in 1.A., please indicate "same as 1.A." below.)*

Name N/A

Mailing Address

E-Mail Address

Phone No.

Fax No.

List all parent companies, subsidiaries and other affiliates:

**(Use for individuals)**

*(If individual is the same as shown in 1.A., -please indicate "same as 1.A." above.)*

Name N/A

Mailing Address

E-Mail Address

Phone No.

Fax No.

- D. Does PD have or can it obtain the financial means to fully implement a brownfields agreement and assure the safe reuse of the property? *(Attach supporting documentation such as letters of credit, financial statements, etc.)*

Answer Yes

Explanation PD is obtaining a bank loan for the purchase of the property at a purchase price of \$1,100,000.00 as well as obtaining a capital loan for the upfit of the property for a total loan commitment of \$1,317,500.00 . (See Tab 2 for Loan Commitment from First Citizens and Tab 3 for the Bank Statements which demonstrate PD has funds for the \$30,000.00 redevelopment now fee filing fee in the amount of \$30,000.00 of this application, \$15,000.00 set aside for environmental consulting, and \$15,000.00 set aside to for the implementation of any Brownfields Program.) Additionally PD anticipates that it will lease the property to Royal Palm Pools, Inc. who will provide additional leasehold improvements to the property estimated to be approximately \$432,500.00. (See Tab 4 for the balance sheet of Royal Palm Pools, Inc.). Finally, PD will seek any and all available grants for the project from local governmental agencies as well as tax incentives through the North Carolina Brownfields program.

- E. Does PD have or can it obtain the managerial means to fully implement a brownfields agreement and assure the safe use of the property?

Answer Yes

Explanation PD has retained legal counsel and an environmental consultant to assist them in this application as well as setting forth the necessary procedure in order for PD to manage the full implementations of a Brownfields Agreement. Furthermore, PD and its affiliates have been in business for twenty years and already have established managerial staff who will be able to respond to and fulfill all of the requirements of the Brownfield's Agreement as well as any annual reporting requirements thereunder.

- F. Does PD have or can it obtain the technical means to fully implement a brownfields agreement and assure the safe use of the property?

Answer Yes

Explanation As noted in our response to 1.D and 1.E PD has retained a wide range of professionals, including Harmon Environmental to assist them in the investigation and the steps necessary to fully implement a Brownfields Agreement.

G. Does PD commit that it will comply (and has complied, if PD has had a prior project in the NCBP) with all applicable procedural requirements of the NCBP, including prompt payment of all statutorily required fees?

Answer        Yes

*(List all NCBP project name(s) and NCBP project ID numbers where PD or any parent company, subsidiary and other affiliate of PD has been a party to.)*

N/A

H. Does PD currently own the property?

Answer        No, but the PD is under contract to purchase the property after receiving eligibility into the brown fields program.

*If yes, when did PD purchase the property and from whom? (Provide name, address, telephone number and email address of the contact person for the current property owner.)*

n/a

*If no, provide the name, address, telephone number and e-mail address of the contact person for the current property owner*

Kenyon L. Davidson, Jr.

I. If PD does not currently own the property, does PD have the property under contract to purchase?

Answer        Yes

If yes, provide date of contract.    July 3, 2014

*If no, when does the PD intend to purchase the property (e.g., after the project is determined to be eligible for participation in the NCBP, after PD receives a draft BFA, after the conclusion of the brownfields process)? Note: the Act requires the PD to demonstrate that it intends to either buy or sell the property.*

After the project is determined to be eligible for participation in the NCBP.

J. Describe all activities that have taken place on the property since PD or PD's parents, subsidiaries and/or other affiliates, and/or lessees or sublessees of PD, took ownership of or operated at the property (e.g., industrial, manufacturing or commercial activities, etc.). *(Include a list of all regulated substances as defined at NCGS § 130A-310.31(b)(11) that have been used, stored on, or otherwise present at the property while those activities were conducted, and explain how they were used.)*

The PD has conducted no activities on the property as of the date of this submittal, other than due diligence activities

## II. SITE INFORMATION

### A. Information regarding the proposed brownfields property:

Proposed project name      Mac Property

acreage 9.0240      street address(es)      2021 E. Roosevelt Blvd.

city Monroe      County Union      zip      28110

tax ID(s) or PIN(s)      09117004

past use(s)      R.P. Scherer/Chelsea Laboratories-Manufacturing of Medicine, Warehouse Storage for LD Davis, Action Auction and Retail wholesale distribution of clothing (Expressions Clothing)

current use(s)      Warehouse storage and Retail/Distribution of Clothing.

cause(s)/source(s) of contamination:

known      R.P. Scherer/Chelsea Laboratories. Based upon a review of a previous site investigation conducted on behalf of R.P. Scherer/Chelsea Laboratories.

suspected      Historic Maintenance Operations

### B. Regulatory Agency Involvement: List the site names and all identifying numbers (ID No.) previously or currently assigned by any federal, state or local environmental regulatory agencies for the property. The ID No's may include CERCLIS numbers, RCRA generator numbers for past and present operations, UST database, Division of Water Quality's incident management database, and/or Inactive Hazardous Sites Branch inventory numbers. *(In many instances, the PD will need to actively seek out this information by reading environmental site assessment reports, reviewing government files, contacting government officials, and through the use of government databases, many of which may be available over the internet.)*

Agency Name/ID No: NCDENR Groundwater Incident No. 9000

Agency Name/ID No: NCDENR Non-Discharge Permit No. WQ0010607

Agency Name/ID No: City of Monroe NC POTW Permit No. LP-001

Agency Name/ID No: EPA ID No. NCD 981863228

Agency Name/ID No: See Tab 4 re CD of reports

C. In what way(s) is the property abandoned, idled, or underused?

Since 2001 the property has been used as a rental property for warehouse storage and retail distribution of clothing. A portion of the improvements currently on the property remain vacant.

D. In what way(s) is the actual or possible contamination at the property a hindrance to development or redevelopment of the property (attach any supporting documentation such as letters from lending institutions)?

The lender is concerned that the property may contain contamination due to a portion of the property being in Inactive Hazardous Program. (See Tab 6 attached Email from Lending institution regarding their final approval is subject to environmental approval from the Environmental specialist concerning spillage contamination on the property) Furthermore, the existing contamination at the property makes the property difficult to market to third parties for redevelopment without the liability protection provided in a Brownfields Agreement. Before the PD acquires the property and incurs the substantial costs associated with the project, it needs to ensure that the property can safely be used through the Brownfields Program, and that it and future owners and occupants will have the protections and benefits afforded by a Brownfields agreement. Thus, given the current conditions at the property, brownfields protection is critical for the safe redevelopment and success of the project.

E. In what way(s) is the redevelopment of the property difficult or impossible without a brownfields agreement (attach any supporting documentation such as letters from lending institutions)?

Please see response to II. D above. Due to the stigma of the R.P. Scherer/Chelsea Laboratories inactive hazardous waste site existing on a portion of the property, perspective purchasers and developers are uncertain as to the extent of compliance by R.P. Scherer/Chelsea Laboratories and potential liability for the existing contamination on the property. Given the identified impacts, the PD believes that a Brownfields agreement will be essential to return the site to a viable and safe use. Indeed, the PD will not proceed with its proposed acquisition and development of the property unless the property is deemed eligible to participate in the Brownfields Program.

F. What are the planned use(s) of the redeveloped brownfields property to which the PD will commit? Be as specific as possible.

PD anticipates that it will upfit the current improvements on the property to allow for the creation of a manufacturing facility for in-ground steel pool systems, fence products and potentially other production items. In addition, the PD intends to add onto the current structure to expand manufacturing space and distribution facilities.

G. Current tax value of brownfields property: \$757,250

H. Estimated capital investment in redevelopment project: \$1,750,000+ depending on redevelopment option.

- I. List and describe the public benefits that will result from the property's redevelopment. Be as specific as possible. (Examples of public benefits for brownfields projects include job creation, tax base increases, revitalization of blighted areas, preserved green space, preserved historic places, improving disadvantaged neighborhood quality-of-life related retail shopping opportunities, affordable housing, environmental cleanup activities or set asides that have community or environmental benefits. In gauging public benefit, NCBP places great value upon letters of support from community groups and local government that describe anticipated improvements in quality of life for neighboring communities that the project will bring about. The inclusion of such support letters with this application is recommended and encouraged.)

As a portion of the current improvements remains unused, upon purchase, the PD intends to invest significant capital into the project in order to expand the use of the current improvements. PD intends for this to be the main manufacturing facility for Royal Palm Pools, Inc. Royal Palm Pools currently employs 15 individuals. It intends to add an additional 20 new employees over the next 5 years. The average starting salary for the additional 20 employees is \$12-\$14/hr. As previously stated, in its current state the property is being underutilized. The PD anticipates that the redevelopment will result in an increase to the property tax base associated with increased economic development. Redevelopment will have a positive impact on the surrounding business community. Furthermore, the proposed development may spur additional development and investment in the community, resulting in further tax base and employment opportunities. The reuse of this property and facility avoids the use of "green space" in other areas of the community. Finally, the PD believes that the redevelopment will result in improved aesthetics. Letters of support to follow.

Special Note: Please describe all environment-friendly technologies and designs PD plans to utilize in its redevelopment strategy. For example, environment friendly redevelopment plans could include: Leadership in Energy and Environmental Design (LEED) Certification, green building materials; green landscaping techniques such as using drought resistant plants; energy efficient designs, materials, appliances, machinery, etc.; renewable sources of energy, and/or recycling/reuse of old building materials such as brick or wood.

In addition to revitalizing the property, the PD intends to outfit the property with as much environmentally friendly technologies as possible. PD's leasee (Royal Palm Pools, Inc.) is planning the purchase of a new style turret punch press that doesn't use any hydraulics and is driven by servo motors. This machine is anticipated to use 50% less power than other hydraulic driven machines. PD intends to replace, over time, all of its machines with machines driven by servo motors. The by-product of the manufacturing of steel pools is scrap metal which is recycled. Additionally, the contemplated machine will reduce the risk for contamination from hydrolic fluid. Furthermore, PD's leasee intends to begin the manufacture of solar powered pool pump which once placed into the stream of commerce will eliminate the need for power which traditional pool pumps rely on. Finally, PD's leasee intends to begin the manufacture of Solar Powered boats. (See Exhibit 6 for a picture of said boat.

- J. Who will own the brownfields property when the Notice of Brownfields Property is filed with the register of deeds at the conclusion of the brownfields process? (If information is the same as 1.A. above, please indicate.)

Name Same as 1A

Mailing Address

E-Mail Address

Phone No.

Fax No.

### III. OTHER REQUIRED INFORMATION

- A. Brownfields Affidavit: PD must provide its certification, in the form of a signed and notarized original of the unmodified model brownfields affidavit provided by NCBP, that it did not cause or contribute to contamination at the property and that it meets all other statutory eligibility requirements. *(Note: The form to use for this affidavit is attached to this application. It must be filled out signed notarized, and submitted with this application.)*  
Is the required affidavit, as described above, included with this application?

Answer            Yes

- B. Proposed Brownfields Agreement Form: PD must provide the completed form Proposed Brownfields Agreement. *(Note: The form to use for this document is attached to this application. It must be filled out, initialed, and attached on your submittal.)*  
Is the required Proposed Brownfields Agreement, as described above, included with this application?

Answer            Yes

- C. Location Map: PD must provide a copy of the relevant portion of the 1:24,000 scale U.S.G.S. topographic quadrangle map that shows the property clearly plotted, and that measures at least an 8 ½ by 11 inches. *(Note: these maps can be purchased through the above link, or often through retail outdoor recreation stores that can print out the relevant map. Often environmental reports have location maps that use this type of map as the base for its location map.)*  
Is the required location map included with this application?

Answer            Yes. See Tab 7.

- D. Survey Plat: PD must provide a preliminary survey plat of the brownfields property with the property boundaries clearly identified, and a metes and bounds legal description that matches the property description on the plat. At this stage of the brownfields process; one or more existing survey plats from a previous property conveyance will suffice. *(Before the brownfields project enters the public comment phase of the brownfields process, the PD will be required to submit a final brownfields survey plat which includes the information listed in the brownfields survey plat guidance.)*  
Is the required preliminary survey plat included with this application?

Answer Yes. Attached as Tab 8 is the legal discription for the property and a site plan for the same. Also attached is a survey of a portion of the property which was previously conveyed. An updated survey for the property will be developed. Updated survey to follow.

E. Site Photographs: PD must provide at least one pre-redevelopment photograph of the property, in either hard copy or electronic format that shows existing facilities and structures. **Please note that the NCBP prefers to have electronic photos instead of or in addition to hard copies. Electronic copies of photographs should be emailed to: [Shirley.Liggins@ncdenr.gov](mailto:Shirley.Liggins@ncdenr.gov) with a clear indication as to which Brownfields Application they apply to.**

Are photographs of the property included with this application?

Answer Yes plus email copies will be provided

Have electronic copies of the photographs been emailed to NCBP?

Answer Yes

F. Environmental Reports/Data: If it makes an affirmative eligibility determination, the NCBP will request that PD provide any and all existing environmental reports and data for the property on **CD only**. The brownfields process may be expedited if PD submits such reports/data with this application.

Are any environmental reports/data being submitted with this application?

Answer Yes see Tab 4

If environmental reports/data are being submitted with this application, please provide the **title**, **date** and **author** of each item being submitted:

**Phase I Remedial Investigaton Report, R.P. Scherer/Chelsea Laboratory Facility, Monroe, North Carolina, George Y. Maalouf, L.G, Steven R. Bowen, P.E., J.L. Rogers & Callcott Engineers, Inc. February 1995**

**Phase II Groundwater Investigaton Work Plan, R.P. Scherer/Chelsea Laboratories, Monroe, North Carolina, George Maalouf, L.G., J. L. Rogers & Callcott Engineers, Inc., February 1999**

**Phase II Groundwater Investigaton, Cardnial Health 409, Inc./Chelsea Labs, Monroe, Union County, North Carolina, George Maalouf, L.G., Rogers & Callcott Engineers, Inc., April 2003**

**Comprehensive Site Assessment Report, Cardinal Health PTS, LLC, (Formerly R.P. Scherer)/Chelsea Laboratories Facility, George Maalouf, L.G., Rogers & Callcott Enginners, Inc., October 1, 2004**

**Corrective Action Plan Report, Cardinal Health PTS, LLC, (Former R.P. Scherer)/Chelsea Laboratories, Monroe, Union County, North Carolina, George Maalouf, L.G., Rogers & Callcott Engineers, Inc. June 1, 2005**

**2013 Annual Groundwater Remediation Monitoring Report, Catalent Pharma Solutions  
(Formerly R.P. Scherer/Chelsea Laboratories, Stan Golaski, Rogers and Callcott  
Environmental, May 2, 2014**

#### **IV. ADDITIONAL REQUIRED FORMS**

**The following forms are to be filled out and submitted with the application including the Responsibility and Compliance Affidavit and the Proposed Brownfields Agreement. Submittal of the Affidavit requires signature and notarization, and the Proposed Brownfields Application requires an initial.**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES  
NORTH CAROLINA BROWNFIELDS PROGRAM**

**IN THE MATTER OF:   MAC, LLC**

**UNDER THE AUTHORITY OF            )     AFFIDAVIT  
NORTH CAROLINA GENERAL         )     RE: RESPONSIBILITY  
STATUTES  § 130A-310.30, et. seq.   )     AND COMPLIANCE**

William MacTaggart, being duly sworn, hereby deposes and says:

1. I am <<the Manager >> of Mac, LLC.
2. [if signatory is not President, add this paragraph: "I am fully authorized to make the declarations contained herein and to legally bind Mac, LLC."]
3. Mac, LLC is applying for a Brownfields Agreement with the North Carolina Department of Environment and Natural Resources, pursuant to N.C.G.S.  § 130A, Article 9, Part 5 (Brownfields Act), in relation to the following 09117004parcel(s) in the City of Monore, Union , County, North Carolina: 2021 E. Roosevelt Blvd., Monroe, NC 28110
4. I hereby certify, under the pains and penalties of perjury and of the Brownfields Act, that Mac, LLC, and any parent, subsidiary or other affiliate meets the eligibility requirements of N.C.G.S.  § 130A-310.31(b)(10), in that it has a *bona fide*, demonstrable desire to **buy**  **sell**  for the purpose of developing or redeveloping, and did not cause or contribute to the contamination at, the parcel(s) cited in the preceding paragraph.
5. I hereby certify, under the pains and penalties of perjury and of the Brownfields Act, that Mac, LLC meets the eligibility requirement of N.C.G.S. § 130A-310.32(a)(1) in that it and any parent, subsidiary or other affiliate have substantially complied with:
  - a. the terms of any brownfields or similar agreement to which it or any parent, subsidiary or other affiliate has been a party;
  - b. the requirements applicable to any remediation in which it or any parent, subsidiary or other affiliate has previously engaged;
  - c. federal and state laws, regulations and rules for the protection of the environment.

Affiant further saith not.



Signature/Printed Name

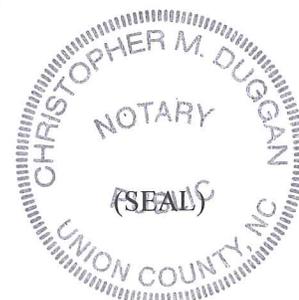
Date 7-24-14

Sworn to and subscribed before me

this 24<sup>th</sup> day of July, 2014.

 Notary Public

My commission expires: 9/26/15



# Preliminary Proposed Brownfields Agreement

## I. Property Facts

- a. Property Address(es): 2021 E. Roosevelt Blvd., Monroe, NC 28110
- b. Property Seller: Kenyon Davidson
- c. Property Buyer: Mac, LLC
- d. Brief Property Usage History: R.P. Scherer/Chelsea Laboratories-Manufacturing of Medicine, Warehouse Storage for LD Davis, Action Auction and Retail wholesale distribution of clothing (Expressions Clothing)
- e. The planned reuse will potentially involve the following use classification(s) (check all that apply):
  - School/childcare/senior care
  - Residential
  - Commercial, retail (specify)
  - Other commercial (specify)
  - Office
  - Light industrial
  - Heavy industrial
  - Recreational
  - Open space
  - Other (specify)

## II. Contaminant Information

- a. The contaminant situation at the property is best described by the following (check all that apply):
  - Contaminants are from an on-property source(s)
  - Contaminants are from an off-property source(s)
  - Contaminants are from an unknown source(s)
  - Contaminants have not yet been documented on the property

b. Contaminated Media Table. (If known, check appropriate below)

Contaminant Types	Soil		Groundwater and/or Surface Water		Private Wells		Vapor Intrusion	
	known	Suspected	known	Suspected	known	Suspected	known	Suspected
o r g a n i c s	Chlorinated Solvents (list): Tetrachloroethene Trichloroethene Cis-1,2-Dichloroethene Vinyl Chloride 1,1-Dichloroethane 1,2-Dichloroethane		X					
	Petroleum: ASTs <input type="checkbox"/> USTs <input type="checkbox"/> Other <input type="checkbox"/>							
	Other (list):							
i n o r g a n i c s	Metals (list):							
	Other (list):							

**III. Protective Measures**

I am prepared to take steps necessary to make the property suitable for its planned uses while fully protecting public health and the environment. I propose the NCBP consider a brownfields agreement that will make the property suitable for planned use(s) through the following mechanism(s) (check all that apply):

- Contaminated remediation to risk-based levels.
- Engineered Controls (e.g. low permeability caps, vapor mitigation systems, etc)
- Land use restrictions that run with the land that will restrict or prohibit uses that are unacceptable from a risk assessment/management perspective. (*Important Note: In any*

*final brownfields agreement generated by the NCBP, land use restrictions will ultimately come with the continuing obligation to submit an annual certification that the Land Use Restrictions are being complied with and are recorded at the applicable register of deeds office.)*

#### **IV. Fees**

In connection with a brownfields agreement, the Act requires that the developer pay fees to offset the cost to the Department of Environment and Natural Resources and the Department of Justice. In satisfaction of the Act, the following fees apply to any brownfields agreement that is developed for this project, subject to negotiation of the brownfields agreement:

- a. A \$2,000 initial fee will be due from the applicant PD when **both** of the following occur:
  - 1) NCBP receives this application and proposed brownfields agreement, AND
  - 2) NCBP notifies the applicant in writing that the applicant PD and the project are eligible for participation in the NCBP and continued negotiation of a brownfields agreement.
- b. A second fee of \$6,000 will be due from the PD prior to execution of the brownfields agreement. Should the prospective developer choose to negotiate changes to the agreement that necessitate evaluation by the Department of Justice, additional fees shall apply.
- c. Any addendum/modifications to the BFA or NBP after they are in effect will result in an additional fee of at least \$1,000.
- d. In the unexpected event that the environmental conditions at the property are unusually complex, such that NCBP's costs will clearly exceed the above amounts, NCBP and PD will negotiate additional fees.

NM Please check this box and initial in space provided to indicate your acknowledgement of the above fee structure.

Date of Submittal: 7-24-14



*Elaine F. Marshall*  
Secretary

North Carolina

DEPARTMENT OF THE  
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

[Account Login](#) [Register](#)

Date: 7/15/2014

Click here to:

[View Document Filings](#) | [File an Annual Report](#) |

 [Print a Pre-populated Annual Report Fillable PDF Form](#) | [Amend A Previous Annual Report](#) |

### Corporation Names

Name	Name Type
NC MAC, LLC	LEGAL

### Limited Liability Company Information

<b>SOSID:</b>	1388893
<b>Status:</b>	Current-Active
<b>Effective Date:</b>	7/8/2014
<b>Citizenship:</b>	DOMESTIC
<b>Duration:</b>	PERPETUAL
<b>Annual Report Status:</b>	CURRENT

### Registered Agent

<b>Agent Name:</b>	MACTAGGART, WILLIAM
<b>Office Address:</b>	930 CATAWBA AVE MONROE NC 28110
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111

### Principal Office

<b>Office Address:</b>	930 CATAWBA AVE MONROE NC 28110
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111

### Officers/Company Officials

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*Elaine F. Marshall*  
Secretary

North Carolina

DEPARTMENT OF THE  
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 7/15/2014

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### Corporation Names

Name	Name Type
NC ROYAL PALM POOLS, INC.	LEGAL

### Business Corporation Information

<b>SOSID:</b>	0372447
<b>Status:</b>	Current-Active
<b>Effective Date:</b>	6/30/1995
<b>Citizenship:</b>	DOMESTIC
<b>State of Inc.:</b>	NC
<b>Duration:</b>	PERPETUAL
<b>Annual Report Status:</b>	CURRENT

### Registered Agent

<b>Agent Name:</b>	MACTAGGART, WILLIAM
<b>Office Address:</b>	930 CATAWBA AVE MONROE NC 28111
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111

### Principal Office

<b>Office Address:</b>	930 CATAWBA AVE MONROE NC 28111
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111

### Officers/Company Officials

<b>Title:</b>	<b>PRESIDENT</b>
<b>Name:</b>	WILLIAM MACTAGGART
<b>Business Address:</b>	5113 A HIGHWAY 74 MONROE NC 28110

### Stock

7/15/2014

North Carolina Secretary of State

<b>Class</b>	<b>Shares</b>	<b>No Par Value</b>	<b>Par Value</b>
COMMON VOTING	1000		0.01
COMMON NON VOTING	99000		0.01

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### Corporation Names

Name	Name Type
NC ARMOR- CLAD FENCE, LLC	LEGAL

### Limited Liability Company Information

<b>SOSID:</b>	0681331
<b>Status:</b>	Current-Active
<b>Effective Date:</b>	7/1/2003
<b>Citizenship:</b>	DOMESTIC
<b>State of Inc.:</b>	NC
<b>Annual Report Status:</b>	CURRENT

### Registered Agent

<b>Agent Name:</b>	TAGGART, WILLIAM MAC
<b>Office Address:</b>	930 CATAWBA AVE. MONROE NC 28112-4954
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111-0985

### Principal Office

<b>Office Address:</b>	930 CATAWBA AVE. MONROE NC 28112-4954
<b>Mailing Address:</b>	PO BOX 985 MONROE NC 28111-0985

### Officers/Company Officials

<b>Title:</b>	<b>MANAGER</b>
<b>Name:</b>	WILLIAM MACTAGGART
<b>Business Address:</b>	930 CATAWBA AVE. MONROE NC 28111
<b>Title:</b>	<b>MANAGER</b>
<b>Name:</b>	SCOTT MACTAGGART
<b>Business Address:</b>	930 CATAWBA AVE.

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understandings between us that are not set forth in the loan documents. If any terms of the loan documents are inconsistent with those contained in this commitment, the loan documents will control.

Loan Closing Costs. You will be responsible for the payment of all costs and expenses we incur in connection with this loan transaction, regardless of whether the loan actually closes. These expenses will include, without limitation, our counsel's fees and expenses, mortgage verification fees, title search charges, title insurance, survey costs, appraisal costs, and recording fees and taxes.

Confidentiality. The terms of this commitment are confidential. Except with our prior written approval, you agree not to disclose the contents of this commitment to any other lender or to any person or entity not identified by name in this commitment. However, you may disclose the contents of this commitment to your attorneys and accountants (all of whom shall also not disclose the contents of this commitment).

Reservation of Rights. The approval of the loan and the amount of the loan are based at least in part on information we obtained or that was provided to us during the loan application process. We reserve the right to revoke or amend this commitment, adjust the actual amount of the loan, and/or refuse to fund the loan if (i) the value, condition, or ownership of any collateral is not as represented to us, (ii) there is a material change in the value or condition of any collateral, (iii) your financial condition or the financial condition of any guarantor as represented in the loan application process cannot be confirmed or proves to be inaccurate, untrue, misleading, or incomplete in any material respect, (iv) there is a material adverse change in your financial condition or the financial condition of any guarantor prior to closing, or (v) we learn of material facts that were not disclosed to us during the application process that would reasonably have affected our decision had we known them.

Requests and Approvals. Any right we have to request, approve, accept, determine, decide, reserve rights, or make any judgment on any matter relating to this commitment or the loan shall be in our sole discretion. We agree to exercise any such right in good faith, using commercially reasonable judgment.

Modification. No modification or amendment of any provision of this commitment will be effective unless in writing and signed by one or more of our officers authorized by us to execute the modification or amendment.

Sole Benefit. The rights and benefits set forth in this commitment are for the sole and exclusive benefit of the parties executing the same and may be relied upon only by them. No other person or persons shall have any right at any time to loan proceeds.

No Assignment. You may not assign this commitment without our written consent.

Headings. The headings to the sections and paragraphs of this commitment are for convenience only and are not a part of this commitment.

## **COMMITMENT EXPIRATION**

This commitment will expire and be of no further force and effect unless within fifteen (15) days after the date of this commitment I receive your written acceptance as evidenced by your return of the original of this commitment signed by you where indicated below. If this commitment is so accepted, the loan must be closed within sixty (60) days after the date of this commitment. If the loan is not closed on or before that date, we will not be obligated to close or fund the loan.

We appreciate the opportunity to serve your borrowing needs and look forward to working with you in connection with this loan transaction.

Yours very truly,

FIRST-CITIZENS BANK & TRUST COMPANY

By: \_\_\_\_\_  
Richard Jones-Vice President

**ACCEPTANCE OF LOAN COMMITMENT**

We accept the foregoing loan commitment.

Date: \_\_\_\_\_.

\_\_\_\_\_  
Entity To Be Formed-Royal Palm Pools

By: \_\_\_\_\_

Print/Type Name: William MacTaggart

Title: \_\_\_\_\_

\_\_\_\_\_  
Entity To Be Formed-Royal Palm Pools

By: \_\_\_\_\_

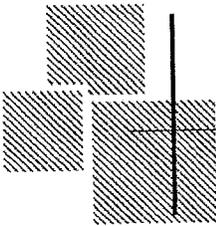
Print/Type Name: Scott MacTaggart

Title: \_\_\_\_\_

**ROYAL PALM POOLS, INC.**

**FINANCIAL STATEMENTS**

**For the year ended  
August 31, 2013**



## JOHN MOORE, CPA

PO Box 61  
Indian Trail, NC 28079

Phone: 704-821-7966  
Fax: 704-821-7099

[johnmoorecpa@windstream.net](mailto:johnmoorecpa@windstream.net)  
[lnance@windstream.net](mailto:lnance@windstream.net)

### ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors  
Royal Palm Pools, Inc.  
PO Box 985  
Monroe, NC 28111-0985

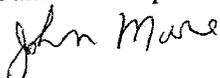
I have compiled the accompanying statement of assets, liabilities, and equity-income tax basis of Royal Palm Pools, Inc., (a North Carolina corporation), as of August 31, 2013 and 2012, and the related statement of revenues and expenses-income tax basis for the year then ended August 31, 2013. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide an assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit the statement of retained earnings and substantially all of the disclosures ordinarily included in the financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Royal Palm Pools, Inc.



John Moore, CPA  
November 13, 2013

Pursuant to Treasury Circular 230 regulations, we inform you that any written tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting to another party any transaction or matter addressed herein. Our conclusions are based on tax law, regulations, case law and the facts presented to us. Any changes to tax law or inaccuracies in the facts received could affect the validity of our conclusions. We will not update this advice for subsequent changes to tax law, regulations, case law or other information provided to us.

## Chris Duggan

---

**From:** Jones, Richard <Richard.Jones@firstcitizens.com>  
**Sent:** Tuesday, July 15, 2014 2:38 PM  
**To:** Chris Duggan (cduggan@dugganlegal.com)  
**Subject:** Mac, LLC

Mr. Duggan,

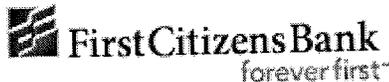
Pursuant to our conversation, as part of the loan process with Mr. MacTaggart, the Bank is requiring a Phase I report which adheres to ASTM E 1527-13 standards. The loan approval is contingent on Environmental Approval from an Environmental Specialist regarding potential existence of contamination on the property. It is the Bank's understanding that Mr. MacTaggart's company, Mac, LLC, is going to be requesting acceptance into the North Carolina Brownfields program. The Bank views the pursuits of acceptance into the North Carolina Brownfields program as an integral part of the loan process and believes the same to be further protection of the Bank's interest.

Kindly advise our office once you receive your Letter of Eligibility for the project. Thanks for your assistance.

Richard

**Richard Jones** | Vice President  
Business Banker | First Citizens Bank  
FCB Mail Code: 839 | 111 E Jefferson St. | Monroe, NC 28112

704.282.4032 phone  
704.283.0709 fax  
[richard.jones@firstcitizens.com](mailto:richard.jones@firstcitizens.com)



This message is an advertisement from First Citizens Bank. You may opt-out from receiving future e-mail advertisements from First Citizens Bank to this e-mail address by replying to [ssresearch@firstcitizens.com](mailto:ssresearch@firstcitizens.com). We will process your request within ten business days from receipt. You may also write to us at 111 East Jefferson St., Monroe, NC 28110. If you write to us, please include a copy of this e-mail or your e-mail address and the reason you are writing.

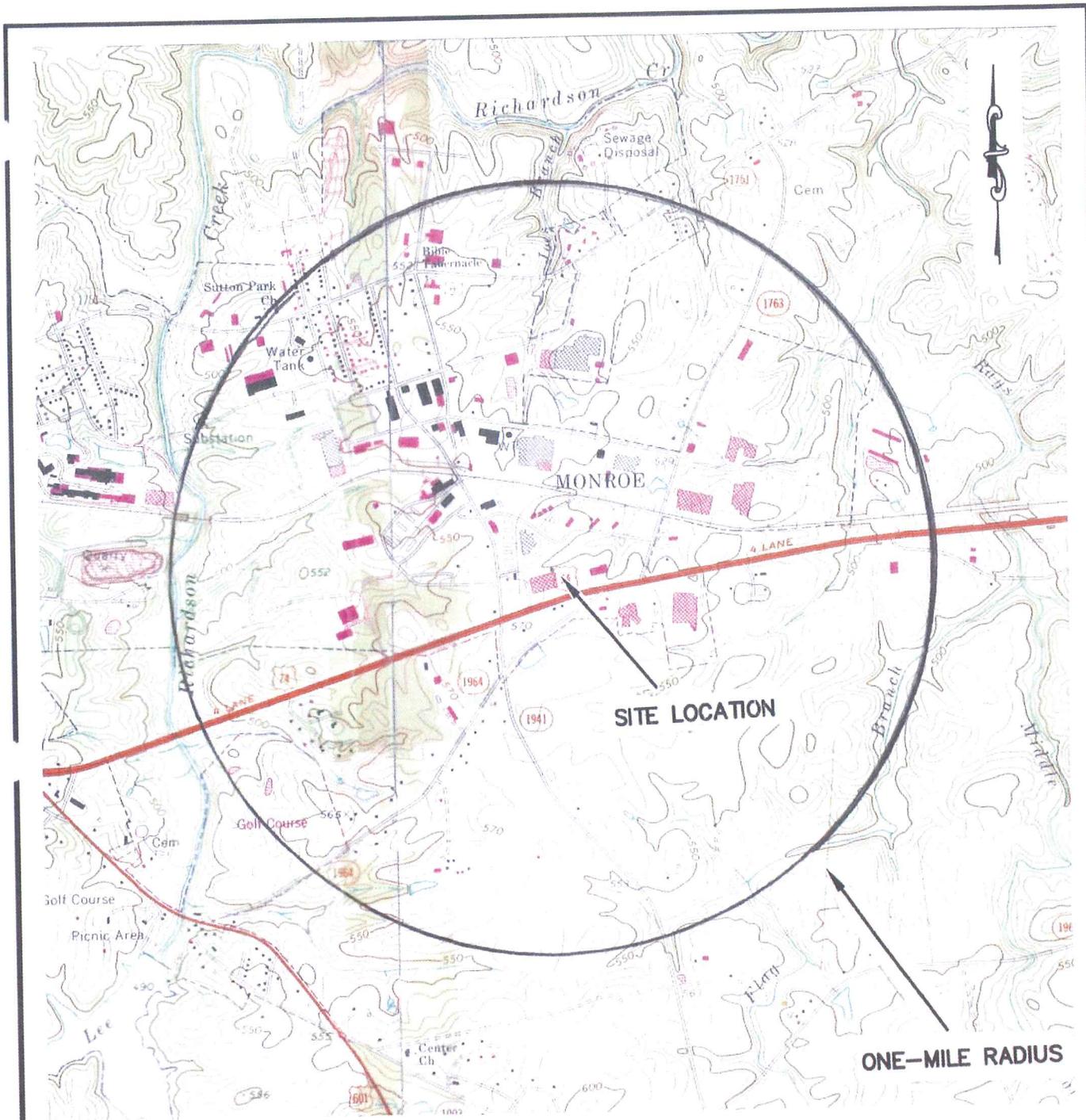
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Call 1.888.FC DIRECT (1.888.323.4732) or visit us on the web at [www.firstcitizens.com](http://www.firstcitizens.com) today to take advantage of our great products and services.

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mail.

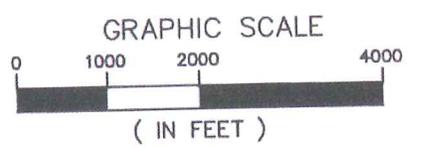
First Citizens Bank - Helping our customers achieve a lifetime of success. Visit us on the web at [www.firstcitizens.com](http://www.firstcitizens.com) - Member FDIC

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**SITE LOCATION**

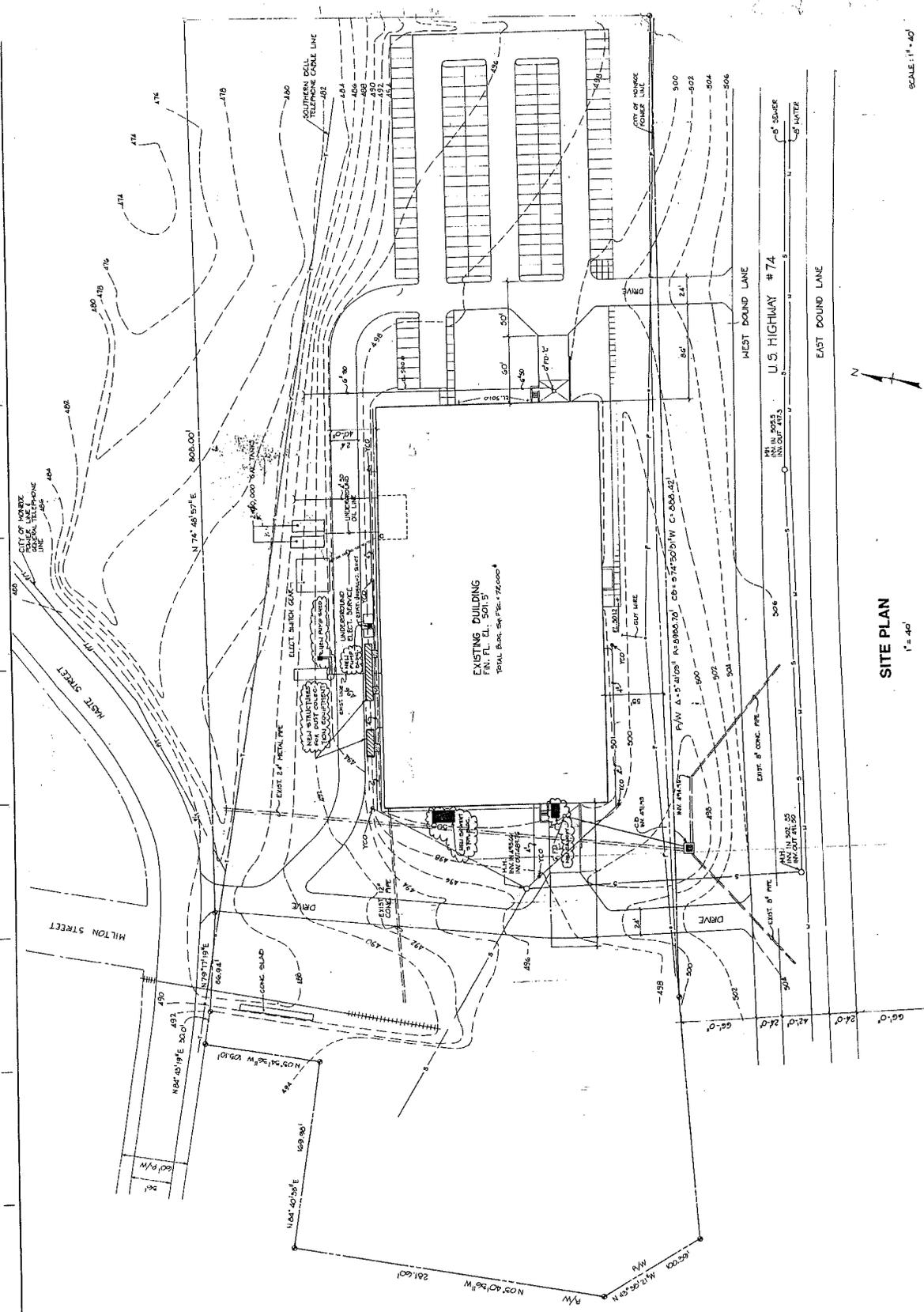
**ONE-MILE RADIUS**



REF.: U.S.G.S. 7.5-MINUTE MONROE AND WINGATE QUADRANGLES, 1971, 1970, PHOTOREVISED 1988.

CONTOUR INTERVAL: 10 FEET

FIGURE 5.  
U.S.G.S. TOPOGRAPHIC MAP  
ONE-MILE RADIUS  
R.P. SCHERER/CHELSEA LABORATORIES  
MONROE, NORTH CAROLINA



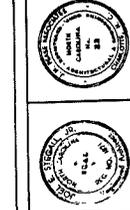
SCALE: 1" = 40'

ARCHITECTURAL  
 Sheet Number  
**A-1**  
 of 21  
 Job No. 85085

SITE PLAN  
**CHELSEA LABORATORIES INC.**  
 MONROE, NORTH CAROLINA

Architecture  
 Engineering  
 Planning

**J. N. Pease Associates**  
 Post Office Box 18725 • 29725 E. Independence Blvd.  
 Charlotte, North Carolina 28218



Revisions	
1	APRIL 16, 1988
2	DATE
3	NAME
4	BY
5	AS CAPTION
6	DATE
7	BY
8	AS CAPTION
9	DATE
10	BY
11	AS CAPTION
12	DATE
13	BY
14	AS CAPTION
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95	AS CAPTION
96	DATE
97	BY
98	AS CAPTION
99	DATE
100	BY

Drawings Revised in  
 Accordance With  
 Construction Records  
 Date: November 3, 1988

Searched for 504 N.M.





