

Access Authorization and Vapor Intrusion Mitigation System(s) Installation and Maintenance Agreement

1. I, James L. Merritt, am the Manager of the Nottingham Apartments, located at 4240 - 4254 United Street, Greensboro, NC 27407 – PIN number 7844842680-000 (the Property), and the Managing Member of the Property's owner, Nottingham Apartments, LLC. I am authorized to sign this document on behalf of Nottingham Apartments, LLC.
2. Nottingham Apartments, LLC grants authorization to the North Carolina Division of Waste Management (DWM) and Market Street Storage, LLC (Market Street Storage), their officers, employees, contractors and other authorized representatives to enter upon and have continued access to the Property. This authorization allows DWM and Market Street Storage, its officers, employees, contractors and other authorized representatives to have access to the Property for the following purposes:
 - a. Collecting soil, water, and air samples as necessary;
 - b. Installing vapor intrusion mitigation system(s) at Nottingham Apartment Building 4250 to mitigate vapors previously documented in apartments 4250A and 4250B (the Units) according to a work plan to be approved by DWM; and
 - c. Conducting site inspections by DWM and/or Market Street Storage to verify the mitigation system is operating and maintained as designed.
3. Nottingham Apartments, LLC agrees that it will be responsible for funding and conducting operation and maintenance of the installed vapor intrusion mitigation system(s) and will submit annual certification to DWM, in a form acceptable to DWM, that the system(s) are operating according to the system design. If ownership of the Property is transferred, the new owner will assume the responsibility of operating and maintaining the system(s) and submit annual certification to DWM. A Deed Notice will be filed by the property owner with the Guilford County Register of Deeds stating that vapor mitigation systems are in place and are to be maintained by the property owner. Any noncompliance with this agreement may render the impacted apartments unsuitable for human occupancy.
4. The costs of vapor intrusion mitigation system installation, and of sampling necessary to demonstrate the effectiveness of the system, shall be borne by Market Street Storage. The costs of other sampling activities anticipated to be conducted by the DWM shall be borne by the DWM;
5. Data collected during the activities on the Property shall be made available to Nottingham Apartments, LLC upon request.
6. Data collected during the activities on the Property may be a matter of public record in accordance with state law. DWM and Market Street Storage and their contractors shall not be construed to be an agent, employee or contractor of Nottingham Apartments, LLC.

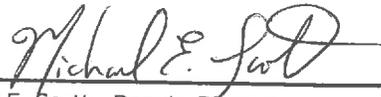
7. DWM and Market Street Storage, and their contractors, will employ reasonable efforts to return the Property to pre-investigation or pre-installation conditions.
8. DWM and Market Street Storage, and their contractors, will make reasonable attempts to notify the owner of the Property at least 48 hours prior to entering the Property for any purpose. In situations that DWM determines to be of an emergency nature, DWM or its contractors shall have immediate access to the Property.
9. Through its execution of this agreement Nottingham Apartments, LLC certifies that it has contacted all tenants occupying the Units (if applicable) and that all tenants occupying the Units agree to the conditions of this Agreement.

X 

James L. Merritt, Manager
Nottingham Apartments, LLC

X 

John L. Turner, Jr. Managing Member
Market Street Storage, LLC

X  12/2/15

Michael E. Scott, Deputy Director
NC Division of Waste Management