



**Mary Katherine H. Stukes**

**Partner**

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

April 19, 2016

**VIA E-MAIL AND FEDERAL EXPRESS**

Shirley Liggins  
Public Information Assistant  
NCDEQ, Division of Waste Management  
Brownfields Program  
1646 Mail Service Center  
Raleigh, NC 27699-1646

Re: GUGV Poplar Charlotte Property Owning LP  
Public Notice Documentation  
Third and Poplar - 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Brownfields Project #18017-14-060

Dear Shirley:

As required by N.C. Gen. Stat. § 130A-310.34(a), please find enclosed copies of the following for the above-referenced brownfields property, located at 225 South Poplar Street, Charlotte, North Carolina (the "Property"):

- (1) two photographs (one close-up and one more distant) of the posting of the Summary of Notice of Intent to Redevelop a Brownfields Property ("SNI") at the Property;
- (2) proof of mailing of the SNI to all contiguous property owners via certified mail;
- (3) an Affidavit of Publication documenting publication of the SNI in *The Charlotte Observer*;
- (4) proof of mailing of the full Notice of Intent to Redevelop a Brownfields Property package ("NI") to representatives of all local governments having jurisdiction over the Property;
- (5) proof of receipt of the NI by the Charlotte-Mecklenburg Public Library at 310 North Tryon Street, where that package is available for public review; and
- (6) an 8½" x 11" reduced paper version of the approved brownfields plat for the Property.

PPAB 3216537v1

Shirley Liggins  
Page 2

A mylar copy of the approved brownfields plat is being sent to you directly by GUGV Poplar Charlotte Property Owning LP's surveyor.

Once the brownfields documents and mylar plat are executed by NCDEQ, please return them to me via Federal Express overnight delivery. Please charge delivery costs to our firm's Federal Express account. That account number is 382562178.

If you have any questions, please do not hesitate to give me or my paralegal, Janice Stafford, a call at (704) 335-9504. We appreciate your attention to this matter.

Best regards,



Mary Katherine H. Stukes

Enclosures

cc: Carolyn Minnich, Brownfields Project Manager (via e-mail only)

# PUBLIC NOTICE

## SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY Site Name: Third & Poplar Brownfields Project Number: 18017-14-060

Pursuant to NCGS § 130A-310.34, GUGV Poplar Charlotte Property Owning LP, as Prospective Developer, has filed with the North Carolina Department of Environmental Quality ("DEQ") a Notice of Intent to Redevelop a Brownfields Property ("Property") in Charlotte, Mecklenburg County, North Carolina. The Property is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505) and is approximately 0.6 acres. Environmental contamination exists on the Property in groundwater and soil. GUGV Poplar Charlotte Property Owning LP has committed itself to redevelopment of the Property for no uses other than high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and GUGV Poplar Charlotte Property Owning LP, which in turn includes (a) a map showing the location of the Property, (b) a description of the contaminants involved and their concentrations in the media of the Property, (c) the above-stated description of the intended future use of the Property, and (d) proposed investigation and remediation; and (2) a proposed Notice of Brownfields Property prepared in accordance with NCGS § 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at the Charlotte-Mecklenburg Public Library, Robinson-Spangler Carolina Room, 310 North Tryon Street, Charlotte, NC 28202, (704) 416-0150; or at the offices of the NC Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at [shirley.liggins@ncsedent.gov](mailto:shirley.liggins@ncsedent.gov), or at (919) 707-8383.

Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date this Notice is (1) published in a newspaper of general circulation serving the area in which the Property is located, (2) conspicuously posted at the Property, and (3) mailed or delivered to each owner of property contiguous to the Property. Written requests for a public meeting may be submitted to DEQ within 21 days after the period for written public comments begins. Those periods will start no sooner than March 17, 2016, and will end on the later of: a) 30 and 21 days, respectively, after that; or b) 30 and 21 days, respectively, after completion of the latest of the three (3) above e-referenced dates. All public comments and public meeting requests should be addressed as follows:

Mr. Bruce Nicholson  
Brownfields Program Manager  
Division of Waste Management  
NC Department of Environmental Quality  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646

PUBLIC NOTICE

WARNING

**NATIONAL**  
RENT-A-FENCE  
800-352-5675



NATION



**Mary Katherine H. Stukes**  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Charleston, SC  
Charlotte, NC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Packard Place Properties  
225 S. Church Street  
Charlotte, NC 28202

**Re: Notification of Brownfields Property Redevelopment  
Third and Poplar (225 South Poplar Street, Charlotte, Mecklenburg County)  
Brownfields Project # 18017-14-060**

Dear Sir/Madam:

I understand that you are the owner of property that adjoins property where GUGV Poplar Charlotte Property Owning LP is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environment Quality ("DEQ"). By statute, the redeveloper of a brownfields property must deliver or mail to adjoining property owners a copy of the attached Summary Notice of Intent to Redevelop Property ("SNI"). The brownfields property's address is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

If you are not the current owner of property that adjoins the subject address, please contact us at 704-335-9495 so that we may contact the current owner. Please note that I will be providing a copy of the enclosed notice to DEQ.

Best regards,

A handwritten signature in black ink, appearing to read 'Mary Katherine H. Stukes', written over the typed name.

Mary Katherine H. Stukes

Enclosure

PPAB 3163637v1



**Mary Katherine H. Stukes**

**Partner**

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC  
Charlotte, NC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

William C. Pitts & Ann Pitts Briggs  
608 Sapphire Place  
Augusta, GA 30907

**Re: Notification of Brownfields Property Redevelopment  
Third and Poplar (225 South Poplar Street, Charlotte, Mecklenburg County)  
Brownfields Project # 18017-14-060**

Dear Sir/Madam:

I understand that you are the owner of property that adjoins property where GUGV Poplar Charlotte Property Owning LP is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environment Quality ("DEQ"). By statute, the redeveloper of a brownfields property must deliver or mail to adjoining property owners a copy of the attached Summary Notice of Intent to Redevelop Property ("SNI"). The brownfields property's address is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

If you are not the current owner of property that adjoins the subject address, please contact us at 704-335-9495 so that we may contact the current owner. Please note that I will be providing a copy of the enclosed notice to DEQ.

Best regards,



Mary Katherine H. Stukes

Enclosure

PPAB 3163608v1



**Mary Katherine H. Stukes**

*Partner*

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

March 18, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Orr Properties  
c/o Marvin F. Poer & Co.  
Attn: John Wright  
9300 Shelbyville Road, Suite 825  
Louisville, KY 40222

**Re: Notification of Brownfields Property Redevelopment  
Third and Poplar (225 South Poplar Street, Charlotte, Mecklenburg County)  
Brownfields Project # 18017-14-060**

Dear Sir/Madam:

I understand that you are the owner of property that adjoins property where GUGV Poplar Charlotte Property Owning LP is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environment Quality ("DEQ"). By statute, the redeveloper of a brownfields property must deliver or mail to adjoining property owners a copy of the attached Summary Notice of Intent to Redevelop Property ("SNI"). The brownfields property's address is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

If you are not the current owner of property that adjoins the subject address, please contact us at 704-335-9495 so that we may contact the current owner. Please note that I will be providing a copy of the enclosed notice to DEQ.

Best regards,



Mary Katherine H. Stukes

Enclosure

PPAB 3163643v1



**Mary Katherine H. Stukes**

**Partner**

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC  
Charlotte, NC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Mecklenburg County  
Attn: Mecklenburg County Managers  
c/o Bobbie Shields  
P.O. Box 31787  
Charlotte, NC 28231

**Re: Notification of Brownfields Property Redevelopment  
Third and Poplar (225 South Poplar Street, Charlotte, Mecklenburg County)  
Brownfields Project # 18017-14-060**

Dear Sir/Madam:

I understand that you are the owner of property that adjoins property where GUGV Poplar Charlotte Property Owning LP is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environment Quality ("DEQ"). By statute, the redeveloper of a brownfields property must deliver or mail to adjoining property owners a copy of the attached Summary Notice of Intent to Redevelop Property ("SNI"). The brownfields property's address is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

If you are not the current owner of property that adjoins the subject address, please contact us at 704-335-9495 so that we may contact the current owner. Please note that I will be providing a copy of the enclosed notice to DEQ.

Best regards,



Mary Katherine H. Stukes

Enclosure

PPAB 3164176v1



**Mary Katherine H. Stukes**

**Partner**

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC  
Charlotte, NC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Preferred Parking Services Inc.  
c/o Earlene J. Stacks  
212 S. Tryon Street, Suite 1300  
Charlotte, NC 28281

**Re: Notification of Brownfields Property Redevelopment  
Third and Poplar (225 South Poplar Street, Charlotte, Mecklenburg County)  
Brownfields Project # 18017-14-060**

Dear Sir/Madam:

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Best regards,



Mary Katherine H. Stukes

Enclosure

PPAB 3163610v1

**SUMMARY OF NOTICE OF  
INTENT TO REDEVELOP A BROWNFIELDS PROPERTY  
Site Name: Third & Poplar  
Brownfields Project Number: 18017-14-060**

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Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date this Notice is (1) published in a newspaper of general circulation serving the area in which the Property is located, (2) conspicuously posted at the Property, and (3) mailed or delivered to each owner of property contiguous to the Property. Written requests for a public meeting may be submitted to DEQ within 21 days after the period for written public comments begins. Those periods will start no sooner than March 17, 2016, and will end on the later of: a) 30 and 21 days, respectively, after that; or b) 30 and 21 days, respectively, after completion of the latest of the three (3) above-referenced dates. All public comments and public meeting requests should be addressed as follows:

Mr. Bruce Nicholson  
Brownfields Program Manager  
Division of Waste Management  
NC Department of Environmental Quality  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646

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**OFFICIAL USE**

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

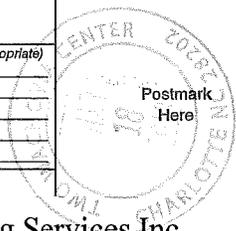
Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postmark Here

Postage \$ \_\_\_\_\_

Total Postage \$ \_\_\_\_\_

Sent To **Preferred Parking Services Inc.**  
**c/o Earlene J. Stacks**  
**212 S. Tryon Street, Suite 1300**  
**Charlotte, NC 28281**

*MKS*  
*3/18*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0001 0552 9539

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Preferred Parking Services Inc.**  
**c/o Earlene J. Stacks**  
**212 S. Tryon Street, Suite 1300**  
**Charlotte, NC 28281**

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) **Kristi Chang**

B. Date of Delivery **3/21/16**

C. Signature *Kristi Chang*  Agent  Addressee

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7015 0640 0001 0552 9539

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**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

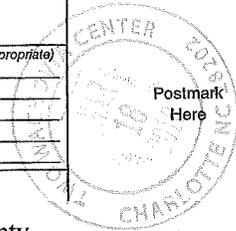
Total Postage Mecklenburg County

\$ Attn: Mecklenburg County Managers

Sent To c/o Bobbie Shields

Street and Apt. P.O. Box 31787

City, State, Z Charlotte, NC 28231



*MKS  
2/18*

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 0640 0001 0552 9546

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mecklenburg County  
 Attn: Mecklenburg County Managers  
 c/o Bobbie Shields  
 P.O. Box 31787  
 Charlotte, NC 28231

2. Article Number  
 (Transfer from service label)

7015 0640 0001 0552 9546

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*Kevin Haverlah*  
 Kevin Haverlah  
 Blue Moon Delivery

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, July 2013

Domestic Return Receipt

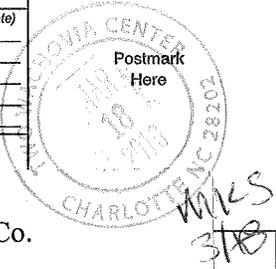
7015 0640 0001 0552 9553

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**OFFICIAL USE**

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$
Total Po	\$
Sent To	
Street an	
City, Stai	

Orr Properties  
 c/o Marvin F. Poer & Co.  
 Attn: John Wright  
 9300 Shelbyville Road, Suite 825  
 Louisville, KY 40222

PS Form 3811, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Orr Properties  
 c/o Marvin F. Poer & Co.  
 Attn: John Wright  
 9300 Shelbyville Road, Suite 825  
 Louisville, KY 40222

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7015 0640 0001 0552 9553**

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**OFFICIAL USE**

7015 0640 0001 0552 9560

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage

\$

Total Postage

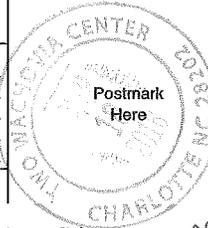
\$

Sent To

Street and Apt.

City, State, Zip

William C. Pitts & Ann Pitts  
 Briggs  
 608 Sapphire Place  
 Augusta, GA 30907



MP'S  
318

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William C. Pitts & Ann Pitts  
 Briggs  
 608 Sapphire Place  
 Augusta, GA 30907

2. Article Number  
 (Transfer from service label)

7015 0640 0001 0552 9560

PS Form 3811, July 2013

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

*WC PITTS*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

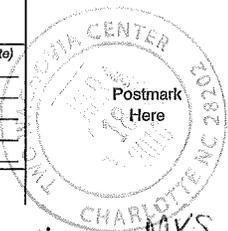
**U.S. Postal Service™**  
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**OFFICIAL USE**

7015 0640 0001 0552 9577

Certified Mail Fee  
 \$ \_\_\_\_\_  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ \_\_\_\_\_  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage  
 \$ \_\_\_\_\_  
 Total Postage  
 \$ \_\_\_\_\_

Sent To  
 Street and Apt  
 City, State, Zip  
**Packard Place Properties**  
**225 S. Church Street**  
**Charlotte, NC 28202**

PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Packard Place Properties**  
**225 S. Church Street**  
**Charlotte, NC 28202**

2. Article Number (Transfer from service label) **7015 0640 0001 0552 9577**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
 X *[Signature]*  
 B. Received by (Printed Name) \_\_\_\_\_  
 C. Date of Delivery **3/22**  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below: \_\_\_\_\_  
 3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery  
 4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, July 2013

Domestic Return Receipt

The Charlotte Observer Publishing Co.  
Charlotte, NC  
Affidavit of Publication

North Carolina } ss  
Mecklenburg County }

Charlotte Observer

REFERENCE: 145530 PARKER POE

0002334519 PUBLIC NOTICE SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY Site Name: Third & Poplar

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

PUBLISHED ON: 03/18/2016

AD SPACE: 94 LINES

FILED ON: 04/18/2016

**PUBLIC NOTICE**  
SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

Site Name: Third & Poplar  
Brownfields Project Number: 18017-14-060

Pursuant to NCGS § 130A-310.34, GUGV Poplar Charlotte Property Owning LP, as Prospective Developer, has filed with the North Carolina Department of Environmental Quality ("DEQ") a Notice of Intent to Redevelop a Brownfields Property ("Property") in Charlotte, Mecklenburg County, North Carolina. The Property is located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505) and is approximately 0.6 acres. Environmental contamination exists on the Property in groundwater and soil. GUGV Poplar Charlotte Property Owning LP has committed itself to redevelopment of the Property for no uses other than high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and GUGV Poplar Charlotte Property Owning LP, which in turn includes (a) a map showing the location of the Property, (b) a description of the contaminants involved and their concentrations in the media of the Property, (c) the above-stated description of the intended future use of the Property, and (d) proposed investigation and remediation; and (2) a proposed Notice of Brownfields Property prepared in accordance with NCGS § 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at the Charlotte/Mecklenburg Public Library, Robinson-Spangler Carolina Room, 310 North Tryon Street, Charlotte, NC 28202, (704) 416-0150, or at the offices of the NC Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncderr.gov, or at (919) 707-8383.

Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date this Notice is (1) published in a newspaper of general circulation serving the area in which the Property is located, (2) conspicuously posted at the Property, and (3) mailed or delivered to each owner of property contiguous to the Property. Written requests for a public meeting may be submitted to DEQ within 21 days after the period for written public comments begins. Those periods will start no sooner than March 14, 2016, and will end on the later of: a) 30 and 21 days, respectively, after that; or b) 30 and 21 days, respectively, after completion of the latest of the three (3) above-referenced dates. All public comments and public meeting requests should be addressed as follows:

Mr. Bruce Nicholson  
Brownfields Program Manager  
Division of Waste Management  
NC Department of Environmental Quality  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646  
LP2334519

NAME: Judith M. Deans

TITLE: Acctg Clerk  
DATE: 4-18-16

In Testimony Whereof I have hereunto set my hand and affixed my seal, the day and year aforesaid.

Notary: [Signature]

My commission Expires: 1/1

My Commission Expires May 27, 2016



Mary Katherine H. Stukes  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA HAND DELIVERY**

Ron Carlee, City Manager  
Office of the City Manager  
Charlotte- Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202

Re: **Third and Poplar – 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project  
#18017-14-060)**

Mr. Carlee.

I am writing to provide you with information concerning a project located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

GUGV Poplar Charlotte Property Owning LP (“GUGV”) has purchased this property for redevelopment under North Carolina’s Brownfields statute, known as the Brownfields Property Reuse Act, N.C.G.S. § 130A-310.30 *et seq.* The Brownfields Act requires that we provide you with certain materials concerning the project. To this end, I have enclosed GUGV’s “Notice of Intent to Redevelop a Brownfields Property,” which includes a proposed “Notice of Brownfields Property” and a proposed “Brownfields Agreement.” A legal description and survey plat of the site are also included with these documents. The Notice also describes a public comment procedure applicable to the project.

We appreciate your support of the project. Please do not hesitate to call me if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read 'Mary Katherine H. Stukes', written over a printed name.

Mary Katherine H. Stukes

Enclosures

PPAB 3164261v1



**Mary Katherine H. Stukes**  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Greenville, SC  
Columbia, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA HAND DELIVERY**

Mr. Ebenezer Gujjarlapudi, Director  
Land Use and Environmental Services Agency  
Mecklenburg County  
700 N. Tryon Street  
Charlotte, NC 2820

**Re: Third and Poplar – 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project  
#18017-14-060)**

Dear Mr. Gujjarlapudi:

I am writing to provide you with information concerning a project located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

GUGV Poplar Charlotte Property Owning LP (“GUGV”) has purchased this property for redevelopment under North Carolina’s Brownfields statute, known as the Brownfields Property Reuse Act, N.C.G.S. § 130A-310.30 *et seq.* The Brownfields Act requires that we provide you with certain materials concerning the project. To this end, I have enclosed GUGV’s “Notice of Intent to Redevelop a Brownfields Property,” which includes a proposed “Notice of Brownfields Property” and a proposed “Brownfields Agreement.” A legal description and survey plat of the site are also included with these documents. The Notice also describes a public comment procedure applicable to the project.

We appreciate your support of the project. Please do not hesitate to call me if you have any questions.

Best regards,



Mary Katherine H. Stukes

Enclosures

PPAB 3164276v1



**Mary Katherine H. Stukes**  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA HAND DELIVERY**

Dr. Marcus Plescia, MD, MPH  
Mecklenburg County Health Director  
349 Billingsley Road  
Charlotte, NC 28211

**Re: Third and Poplar – 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project  
#18017-14-060)**

Dear Dr. Plescia:

I am writing to provide you with information concerning a project located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

GUGV Poplar Charlotte Property Owning LP (“GUGV”) has purchased this property for redevelopment under North Carolina’s Brownfields statute, known as the Brownfields Property Reuse Act, N.C.G.S. § 130A-310.30 *et seq.* The Brownfields Act requires that we provide you with certain materials concerning the project. To this end, I have enclosed GUGV’s “Notice of Intent to Redevelop a Brownfields Property,” which includes a proposed “Notice of Brownfields Property” and a proposed “Brownfields Agreement.” A legal description and survey plat of the site are also included with these documents. The Notice also describes a public comment procedure applicable to the project.

We appreciate your support of the project. Please do not hesitate to call me if you have any questions.

Best regards,

Mary Katherine H. Stukes

Enclosures

PPAB 3164247v1



**Mary Katherine H. Stukes**  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA HAND DELIVERY**

Ms. Joyce Reimann, Manager  
Charlotte-Mecklenburg Public Library  
310 North Tryon Street  
Charlotte, NC 28202

Re: **Third and Poplar – 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project  
#18017-14-060)**

Dear Ms. Reimann:

We are required by the North Carolina Department of Environmental Quality to place on file at the Charlotte-Mecklenburg Public Library for public review, the enclosed "Notice of Intent to Redevelop a Brownfields Property," which includes a proposed "Notice of Brownfields Property" and a proposed "Brownfields Agreement" for the property located at 225 South Poplar Street, Charlotte, Mecklenburg County, North Carolina. A legal description and survey plat of the site are also included with these documents. GUGV Poplar Charlotte Property Owning LP has purchased this property for redevelopment under North Carolina's Brownfields statute, known as the Brownfields Property Reuse Act, N.C.G.S. § 130A-310.30 et seq.

I would be grateful if you would place this package in the Robinson-Spangler Carolina Room or another appropriate place in your library where it may be viewed by the public. If you should have any questions regarding this request, please give me a call. Thank you for your attention to this matter.

Very truly yours,

Mary Katherine Stukes

Enclosures

PPAB 3164391v1



**Mary Katherine H. Stukes**  
*Partner*  
Telephone: 704.335.9495  
Direct Fax: 704.334.4706  
marykatherinestukes@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

March 18, 2016

**VIA HAND DELIVERY**

The Honorable Jennifer Roberts, Mayor  
City of Charlotte  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202

Re: **Third and Poplar – 225 South Poplar Street  
Charlotte, Mecklenburg County, North Carolina  
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project  
#18017-14-060)**

Dear Mayor Roberts:

I am writing to provide you with information concerning a project located at 225 South Poplar Street (Mecklenburg County Tax Parcel Identification Number 07301505), Charlotte, Mecklenburg County, North Carolina.

GUGV Poplar Charlotte Property Owning LP (“GUGV”) has purchased this property for redevelopment under North Carolina’s Brownfields statute, known as the Brownfields Property Reuse Act, N.C.G.S. § 130A-310.30 *et seq.* The Brownfields Act requires that we provide you with certain materials concerning the project. To this end, I have enclosed GUGV’s “Notice of Intent to Redevelop a Brownfields Property,” which includes a proposed “Notice of Brownfields Property” and a proposed “Brownfields Agreement.” A legal description and survey plat of the site are also included with these documents. The Notice also describes a public comment procedure applicable to the project.

We appreciate your support of the project. Please do not hesitate to call me if you have any questions.

Best regards,



Mary Katherine H. Stukes

Enclosures

PPAB 3164242v1

## ***NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY***

**Site Name: Third & Poplar  
Brownfields Project Number: 18017-14-060**

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("NCGS") § 130A-310.30 through 130A-310.40, provides for the safe redevelopment of properties that may have been or were contaminated by past industrial and commercial activities. One of the Act's requirements is this Notice of Intent to Redevelop a Brownfields Property approved by the North Carolina Department of Environmental Quality ("DEQ"). See NCGS § 130A-310.34(a). The Notice of Intent must provide, to the extent known, a legal description of the location of the brownfields property, a map showing the location of the brownfields property, a description of the contaminants involved and their concentrations in the media of the brownfields property, a description of the intended future use of the brownfields property, any proposed investigation and remediation, and a proposed Notice of Brownfields Property prepared in accordance with NCGS § 130A-310.35. The party ("Prospective Developer") who desires to enter into a Brownfields Agreement with DEQ must provide a copy of this Notice to all local governments having jurisdiction over the brownfields property. The proposed Notice of Brownfields Property for a particular brownfields project is attached hereto; the proposed Brownfields Agreement, which is attached to the proposed Notice of Brownfields Property as Exhibit A, contains the other required elements of this Notice. Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date the required summary of this Notice is (1) published in a newspaper of general circulation serving the area in which the Property is located, (2) conspicuously posted at the Property, and (3) mailed or delivered to each owner of property contiguous to the brownfields property. Written requests for a public meeting may be submitted to DEQ within 21 days after the period for written public comments begins. Those periods will start no sooner than March 17, 2016, and will end on the later of: a) 30 and 21 days, respectively, after that; or b) 30 and 21 days, respectively, after completion of the latest of the three (3) above-referenced dates. All comments and meeting requests should be addressed as follows:

**Mr. Bruce Nicholson  
Brownfields Program Manager  
Division of Waste Management  
NC Department of Environmental Quality  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646**

**Property Owner:** GUGV Poplar Charlotte Property Owning LP  
**Recorded in Book** \_\_\_\_, **Page** \_\_\_\_  
**Associated plat recorded in Plat Book** \_\_\_\_, **Page** \_\_\_\_

**NOTICE OF BROWNFIELDS PROPERTY**

**Site Name: Third & Poplar**  
**Brownfields Project Number: 18017-14-060**

**This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by GUGV Poplar Charlotte Property Owning LP (“Prospective Developer”).**

**This Notice concerns contaminated property.**

**A copy of this Notice certified by the North Carolina Department of Environmental Quality (“DEQ”) is required to be filed in the Register of Deeds’ Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (“NCGS”), § 130A-310.35(b).**

**This Notice is required by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a property (“Brownfields Property”) being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (“Act”).**

**Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer’s receipt of DEQ’s approval of the Notice or Prospective Developer’s entry into the Brownfields Agreement required by the Act, whichever is later. Pursuant to NCGS § 130A-310.35(c), the copy of the Notice certified by DEQ must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under the Prospective Developer’s name.**

The Brownfields Property is located at 225 South Poplar Street, Charlotte, Mecklenburg County, North Carolina (Mecklenburg County Tax Parcel Identification Number 07301505). A gas station previously operated in the southwestern portion of the property from the 1940s until the 1960s. An auto sales and service facility previously operated in the northwestern portion of the property along S. Poplar Street from the 1920s until the 1960s. Prior to development of these commercial properties, seven residential structures occupied the

southwestern and northwestern portions of the site along W. 3<sup>rd</sup> Street and S. Poplar Street from as early as the 1900s until the 1920s. In the 1960s, the gas station and auto sales/service facility were demolished and the property was redeveloped as a surface parking lot. Redevelopment includes a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking.

**The Brownfields Agreement between Prospective Developer and DEQ is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.**

Attached as **Exhibit B** to this Notice is a reduction, to 8 1/2" x 11", of the survey plat component of this Notice. This plat shows areas designated by DEQ, has been prepared and certified by a professional land surveyor, meets the requirements of NCGS § 47-30, and complies with NCGS § 130A-310.35(a)'s requirement that the Notice identify:

(1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property.

Attached hereto as **Exhibit C** is a legal description of the Brownfields Property that would be sufficient as a description of the property in an instrument of conveyance.

### **LAND USE RESTRICTIONS**

NCGS § 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DEQ (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DEQ shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. For purposes of this restriction, the following definitions apply:

a. "High Density Residential" shall mean permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and in which any property outside the dwelling structures (other than attached patio/balcony space) is usable by all residents and not privately owned as part of a particular unit, and shall include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages;

- b. "Office" refers to the rendering of business or professional services;
- c. "Retail" refers to the sale of goods, services, products, or merchandise directly to the consumer including the sale of food and beverage (including alcoholic beverage) products (for example and without limitation, restaurants, bars, and nightclubs);
- d. "Parking" refers to the temporary accommodation of motor vehicles in an area designed for same; and
- e. "Commercial" refers to an enterprise carried on for profit or for a non-profit purpose by the owner, lessee or licensee.

2. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

3. Soil disturbances must be handled in accordance with an approved Soil Management Plan including subsequent DEQ approved modifications to that plan. Notwithstanding the above, landscaping activities may be conducted on the Brownfields Property including without limitation mowing and pruning of above-ground vegetation, landscape plantings that do not exceed 18 inches in depth and, as well as emergency repair of underground infrastructure, provided that DEQ shall be given written notice (if only by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken.

4. No building with residential use on the ground floor may be constructed on the Brownfields Property and no existing building with residential on the ground level, defined as those depicted on the Plat component of this Notice, may be occupied unless and until DEQ determines in writing that:

- a. it is demonstrated to DEQ's written satisfaction through a site-specific risk assessment that the building is protective of the building's users, public health and the environment from risk of vapor intrusion;

- b. it is demonstrated, pursuant to a DEQ-approved plan, and subject to DEQ's approval, that the building would be or is sufficiently distant from the Brownfields 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

- c. a plan for vapor mitigation measures, approved in writing by DEQ 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 licensed in North Carolina, 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.

5. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in paragraphs 7 and 8 of Exhibit A hereto, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except

- a. in *de minimis* amounts for cleaning and other routine housekeeping activities;
- b. as component constituents of articles, equipment and materials used or sold in connection with uses permitted under this Agreement, such as in consumer products, stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, elevators or

emergency generators.

For the avoidance of doubt, this paragraph 5 is not intended to prevent the use, storage or other handling of any particular materials or constituents on the Brownfields Property. Instead, it is intended to allow DEQ to review and approve of methods and procedures for the handling of materials or constituents so as to assist DEQ, if necessary, in reasonably distinguishing such materials or constituents from contamination at the Brownfields Property predating the effective date of this Agreement.

6. The owner of any portion of the Brownfields Property where any DEQ-approved monitoring well is installed in the future is damaged shall be responsible for repair of any such wells to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this Land Use Restriction is waived in writing by DEQ in advance.

7. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEQ, 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.

8. During January of each year after the year in which this 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 Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1<sup>st</sup>, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg 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 Brownfields Property during the previous calendar year;

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;

c. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 4 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.

d. A joint LURU may be submitted for multiple owners by a duly constituted board or association, or another person or entity approved in advance by DEQ. Such joint LURU shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity or person submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

e. LURUs submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraph 21 and 22 of Exhibit A hereto, provided that if standard form leases are used in every instance, a copy of such portions of such a standard form lease may be sent in lieu of copies of actual leases.

9. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_, Page \_\_\_\_.” A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions) of Exhibit A hereto, though financial figures related to the conveyance may be redacted. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions) of Exhibit A hereto; or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV of Exhibit A hereto.

**For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ official referenced in paragraph 35.a. of Exhibit A hereto, at the address stated therein.**

### **ENFORCEMENT**

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DEQ through the remedies provided in NCGS § 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DEQ (or its successor in function), or his/her delegate, shall be subject to enforcement by DEQ to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

### **FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS**

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

IT IS SO AGREED:

GUGV POPLAR CHARLOTTE PROPERTY OWNING LP, a Delaware limited partnership  
By: GUGV Poplar Charlotte GP LLC, a Delaware limited liability company, its general partner  
By:

\_\_\_\_\_  
Todd Wigfield  
Vice President

\_\_\_\_\_  
Date

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

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

\_\_\_\_\_  
*Official Signature of Notary*

(Official Seal)

\_\_\_\_\_  
Notary's printed or typed name, Notary Public  
My commission expires: \_\_\_\_\_

\*\*\*\*\*

**APPROVAL AND CERTIFICATION OF NORTH CAROLINA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**

The foregoing Notice of Brownfields Property is hereby approved and certified.

North Carolina Department of Environmental Quality

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael E. Scott  
Acting Director, Division of Waste Management

\*\*\*\*\*

**CERTIFICATION OF REGISTER OF DEEDS**

The foregoing documentary component of the Notice of Brownfields Property, and the associated plat, are certified to be duly recorded at the date and time, and in the Books and Pages, shown on the first page hereof.

Register of Deeds for \_\_\_\_\_ County

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name typed or printed: \_\_\_\_\_  
Deputy/Assistant Register of Deeds

**EXHIBIT A**

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: GUGV Poplar Charlotte Property Owning LP

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Third and Poplar
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	225 South Poplar Street
Brownfields Project #18017-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and GUGV Poplar Charlotte Property Owning LP (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”).

GUGV Poplar Charlotte Property Owning LP, a Delaware limited partnership whose business address is 18 Broad Street, Suite 300, Charleston, SC 29401, owns approximately 0.6 acres of land and improvements located at 225 South Poplar Street, Charlotte, Mecklenburg County, North Carolina (Mecklenburg County Tax Parcel Identification Number 07301505). A gas station previously operated in the southwestern portion of the property from the 1940s until the 1960s. An auto sales and service facility previously operated in the northwestern portion of the property along S. Poplar Street from the 1920s until the 1960s. Prior to development of these commercial properties, seven residential structures occupied the southwestern and northwestern portions of the site along W. 3<sup>rd</sup> Street and S. Poplar Street from as early as the 1900s until the 1920s. In the 1960s, the gas station and auto sales/service facility were demolished and the property was redeveloped as a surface parking lot. GUGV Poplar Charlotte Property Owning LP

acquired the property on December 23, 2014 and intends to redevelop the site as a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DEQ's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of GUGV Poplar Charlotte Property Owning LP for contaminants at the property which is the subject of this Agreement.

The Parties agree that GUGV Poplar Charlotte Property Owning LP's entry into this Agreement, and the actions undertaken by GUGV Poplar Charlotte Property Owning LP in accordance with the Agreement, do not constitute an admission of any liability by GUGV Poplar Charlotte Property Owning LP.

The resolution of this potential liability, in exchange for the benefit GUGV Poplar Charlotte Property Owning LP shall provide to DEQ, is in the public interest.

## II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in NCGS § 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.

2. "Prospective Developer" shall mean GUGV Poplar Charlotte Property Owning LP.

III. STATEMENT OF FACTS

3. The Property comprises approximately 0.6 acres. The Prospective Developer has committed itself to the redevelopment of the Property for no uses other than high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking.

4. The Property is bordered to the northeast by a parking lot and parking garage, to the southeast by the Packard Place office building, parking lot and parking deck, to the southwest by W. 3<sup>rd</sup> Street with the Romare Bearden Park located beyond, and to the northwest by S. Poplar Street with a parking lot located beyond.

5. Prospective Developer obtained or commissioned the following reports, referred to hereinafter as the "Environmental Reports," regarding the Property:

Title	Prepared by	Date of Report
Soil Management Plan	Hart & Hickman, PC	February 17, 2015
UST Management Report	Hart & Hickman, PC	June 10, 2015
Phase I Environmental Site Assessment, Parking Lot (Lots 1 and 2), W. 3 <sup>rd</sup> Street and S. Poplar St.	Hart & Hickman, PC	March 14, 2014
Phase II Environmental Site Assessment, Office Building, 222 S. Church St.	Hart & Hickman, PC	November 17, 2010
Phase I Environmental Site Assessment, Office Building, 222. S. Church St.	Hart & Hickman, PC	November 3, 2010

6. For purposes of this Agreement, DEQ relies on information in the Environmental Reports and the following representations by Prospective Developer as to use and ownership of the Property:

a. Based on available aerial photographs from as early as 1938, city directories from as early as 1904 and Sanborn Fire Insurance Maps from as early as 1900, the Property was developed with three residential structures along S. Poplar Street and four residential structures along W. 3<sup>rd</sup> Street from at least 1900 until the 1920s.

b. From at least 1929, a small store with a gas tank was located on the southern portion of the Property, while the remainder of the Property was used as a parking lot.

c. As of 1951, a gas station with three gasoline tanks were present on the southern portion of the Property and an auto sales and service garage also existed in the northwestern portion of the Property along S. Poplar Street, with city directories listing the business names as Mecklenburg Motors (226 W. 3<sup>rd</sup> St.) and Stack Mal A (266 W. 3<sup>rd</sup> St.). By 1953, the gas station and tanks had been removed. By 1966, and since that time, the Property has been used as a parking lot.

7. Pertinent environmental information regarding the Property and surrounding area includes the following:

a. Limited soil and groundwater sampling has been conducted at the Property. In 2010, Hart & Hickman PC (H&H) installed three soil borings in the area of the former gas station in the western portion of the Property and one soil boring in the area of the former auto repair facility in the northern portion of the Property. TPH as gasoline range organics (TPH-GRO) was detected above the DEQ Action Level of 10 mg/kg in one of the borings in the area of

the former gas station.

b. Limited groundwater sampling also has been conducted at the Property.

During its 2010 investigation, H&H converted two of the three soil borings in the area of the former gas station to temporary groundwater monitoring wells. Lead was detected in one of the wells in a concentration slightly exceeding the state standards.

8. Environmental information regarding the groundwater, soil, and vapor on the Property includes the following:

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (April 1, 2013 version);

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Benzene	DPT-3A <sup>1</sup>	11/2/2010	14.2	1
VPH C5-C8-Aliphatics	DPT-3A	11/2/2010	1,020	400
Lead	DPT-7	11/2/2010	22	15

1. DPT-3A is located outside the Brownfields Property Boundary

b. The Environmental Reports also identified low concentrations of petroleum impacts in the soil associated with former gas station. A land use restriction requiring a Soil Management Plan is below in subparagraph 15.c.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representation that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated April 4, 2014, and an amended BPA on January 22, 2015, and acquiring the Property on December 23, 2014.

10. Prospective Developer has provided DEQ with information, or sworn certifications regarding that information on which DEQ relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at NCGS § 130A-310.32(a)(1);

b. As a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

11. Prospective Developer has paid to DEQ the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$6,000 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-

310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

#### IV. BENEFIT TO COMMUNITY

12. The redevelopment of the Property proposed herein would provide the following public benefits:

- a. creation of jobs related to the redevelopment of the Property as well as jobs related to the operations on the redeveloped Property;
- b. an increase in tax revenue for affected jurisdictions, in the form of increased property taxes and increased taxes associated with increased economic activity;
- c. provision of housing opportunities to numerous individuals and families residing and potentially working in the uptown area;
- d. positive social and economic impacts on the surrounding business and recreational communities;
- e. a spur to additional community investment and redevelopment through improved neighborhood appearance and otherwise, resulting in further tax base and employment opportunities; and
- f. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

## V. WORK TO BE PERFORMED

13. In redeveloping the Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Property, using the nine (9) areas incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design certification program (Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, Indoor Environmental Quality, Locations & Linkages, Awareness & Education, Innovation in Design and Regional Priority), or a similar program.

14. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DEQ's Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Property.

15. By way of the Notice of Brownfields Property referenced below in paragraph 20, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DEQ shall be understood to include any successor in function.

a. No use may be made of the Property other than for high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. For purposes of this restriction, the following definitions apply:

i. "High Density Residential" shall mean permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and in which any property outside the dwelling structures (other than attached patio/balcony space) is usable by all residents and not privately owned as part of a particular unit, and shall include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages;

ii. "Office" refers to the rendering of business or professional services;

iii. "Retail" refers to the sale of goods, services, products, or merchandise directly to the consumer including the sale of food and beverage (including alcoholic beverage) products (for example and without limitation, restaurants, bars, and nightclubs);

iv. "Parking" refers to the temporary accommodation of motor vehicles in an area designed for same; and

v. "Commercial" refers to an enterprise carried on for profit or for a non-profit purpose by the owner, lessee or licensee.

b. Groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

c. Soil disturbances must be handled in accordance with an approved Soil Management Plan including subsequent DEQ approved modifications to that plan.

Notwithstanding the above, landscaping activities may be conducted on the Property including without limitation mowing and pruning of above-ground vegetation, landscape plantings that do not exceed 18 inches in depth and, as well as emergency repair of underground infrastructure, provided that DEQ shall be given written notice (if only by email) of any such emergency repair

no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken.

d. No building with residential use on the ground floor may be constructed on the Property and no existing building with residential on the ground level, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 20 below, may be occupied unless and until DEQ determines in writing that:

i. it is demonstrated to DEQ's written satisfaction through a site-specific risk assessment that the building is protective of the building's users, public health and the environment from risk of vapor intrusion;

ii. it is demonstrated, pursuant to a DEQ-approved plan, and subject to DEQ's approval, that the building would be or is 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

iii. a plan for vapor mitigation measures, approved in writing by DEQ 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 licensed in North Carolina, 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.

e. None of the contaminants known to be present in the environmental media at the Property, as described in paragraphs 7 and 8 of this Agreement may be used or stored at the

Property without the prior written approval of DEQ, except

i. in *de minimis* amounts for cleaning and other routine housekeeping activities;

ii. as component constituents of articles, equipment and materials used or sold in connection with uses permitted under this Agreement, such as in consumer products, stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, elevators or emergency generators.

For the avoidance of doubt, this paragraph 15.e. is not intended to prevent the use, storage or other handling of any particular materials or constituents on the Property. Instead, it is intended to allow DEQ to review and approve of methods and procedures for the handling of materials or constituents so as to assist DEQ, if necessary, in reasonably distinguishing such materials or constituents from contamination at the Property predating the effective date of this Agreement.

f. The owner of any portion of the Property where any DEQ-approved monitoring well is installed in the future is damaged shall be responsible for repair of any such wells to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this Land Use Restriction is waived in writing by DEQ in advance.

g. Neither DEQ, 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 DEQ, 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.

h. During January of each year after the year in which the Notice referenced below in paragraph 20 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 DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1<sup>st</sup>, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with, and stating:

i. 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;

ii. 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;

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 15.d 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;

iv. LURUs submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraph 21 and 22 of this Agreement provided that if

standard form leases are used in every instance, a copy of such portions of such a standard form lease may be sent in lieu of copies of actual leases; and

v. A joint LURU may be submitted for multiple owners by a duly constituted board or association, or another person or entity approved in advance by DEQ. Such joint LURU shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity or person submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

i. Any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_, Page \_\_\_\_." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

16. The desired result of the above-referenced land use restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

17. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are, as to field procedures and laboratory testing, the Guidelines of the Inactive Hazardous Sites Branch of DEQ's Superfund Section and Division of Waste Management Vapor Intrusion Guidance, as embodied in their most current version.

18. The consequence of achieving the desired results will be that the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

#### VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

19. In addition to providing access to the Property pursuant to subparagraph 15.g. above, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law, which access is to be conducted after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including

any amendments thereto.

20. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Mecklenburg County, North Carolina, Register of Deeds' Office. Within three (3) days thereafter, Prospective Developer shall furnish DEQ a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

21. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_, Page \_\_\_\_." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and

Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

22. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property within seven days of the effective date of this Agreement.

#### VII. DUE CARE/COOPERATION

23. The Prospective Developer shall exercise due care at the Property with respect to the manner in which regulated substances are handled at the Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Property by DEQ and further agrees not to interfere with any such assessment or remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603 and/or any other law. In addition, the Prospective Developer shall, immediately notify the DEQ Official referenced in paragraph 35.a below of any such required notification.

#### VIII. CERTIFICATION

24. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Property other than high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses.

The planned redevelopment will include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

#### IX. DEQ'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

25. Unless any of the following apply, Prospective Developer shall not be liable to DEQ, and DEQ covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the environment associated with the Property beyond an acceptable range and in a manner or to a

degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under NCGS § 130A-310.35.

26. Except as may be provided herein, DEQ reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act.

27. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, NCGS § 113A-1, et seq.

28. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 25 through 27 above, apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

29. In consideration of DEQ's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DEQ, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

## XI. PARTIES BOUND

30. This Agreement shall apply to and be binding upon DEQ, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

## XII. DISCLAIMER

31. This Agreement reflects DEQ's evaluation of the risks to public health and the environment and the fitness of the Property for a particular use only with respect to the environmental conditions addressed by this Agreement and only to the extent provided herein. Further, this Agreement is not a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

32. Except for the Land Use Restrictions set forth in paragraph 15 above and NCGS § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

## XIII. DOCUMENT RETENTION

33. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, rent rolls, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Property, including without limitation all Material Safety Data Sheets or Safety

Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

#### XIV. PAYMENT OF ENFORCEMENT COSTS

34. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

#### XV. NOTICES AND SUBMISSIONS

35. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first class U.S. mail, as follows:

a. for DEQ:

Carolyn Minnich (or successor in function)  
N.C. Division of Waste Management  
Brownfields Program  
Mail Service Center 1646  
Raleigh, NC 27699-1646

b. for Prospective Developer:

GUGV Poplar Charlotte Property Owning LP (or successor in function)  
Todd Wigfield  
18 Broad Street, Suite 300  
Charleston, SC 29401

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

#### XVI. EFFECTIVE DATE

36. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed Agreement from DEQ. Prospective Developer shall expeditiously sign the Agreement following such receipt in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline of 15 days following such receipt.

#### XVII. TERMINATION OF CERTAIN PROVISIONS

37. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

### XVIII. CONTRIBUTION PROTECTION

38. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by NCGS § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DEQ or any other person in relation to the Property.

39. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DEQ in writing no later than 60 days prior to the initiation of such suit or claim.

40. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DEQ in writing within 10 days of service of the complaint on it.

### XIX. PUBLIC COMMENT

41. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last to occur of the following: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Property is located, conspicuous posting of a copy of said summary at the Property, and mailing or delivery of a copy of the summary to each owner of property contiguous to the Property. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:  
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
By:

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Michael E. Scott  
Acting Director, Division of Waste Management

Date

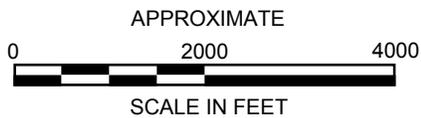
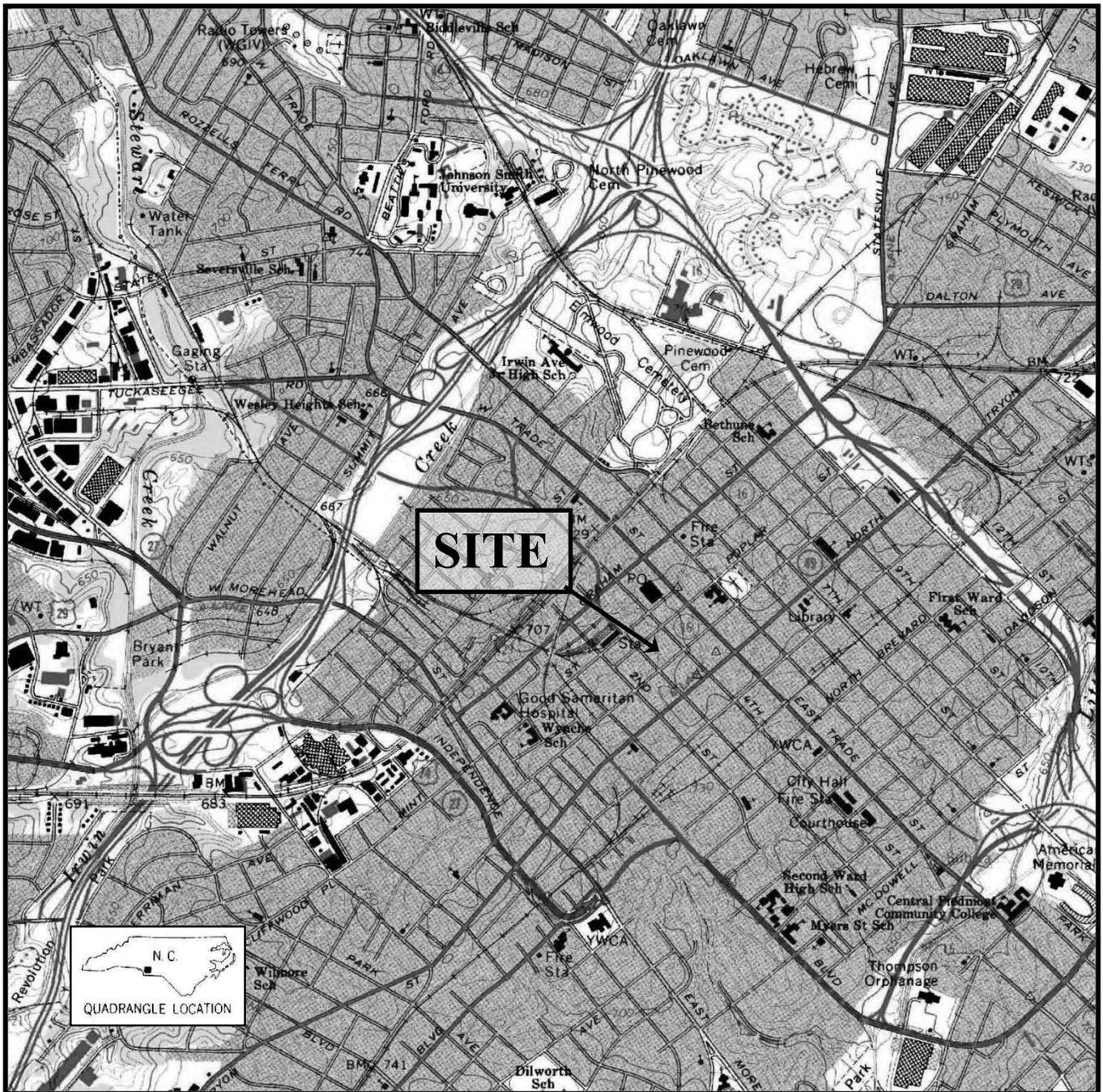
IT IS SO AGREED:  
GUGV POPLAR CHARLOTTE PROPERTY OWNING LP, a Delaware limited partnership  
By: GUGV Poplar Charlotte GP LLC, a Delaware limited liability company, its general partner  
By:

---

Todd Wigfield  
Vice President

Date

# Exhibit 1



U.S.G.S. QUADRANGLE MAP  
**CHARLOTTE EAST, NC 1991**

QUADRANGLE  
 7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE	<b>SITE LOCATION MAP</b>	
PROJECT	W. 3 <sup>rd</sup> STREET and S. POPLAR STREET CHARLOTTE, NORTH CAROLINA	
		2923 S. Tryon Street, Suite 100 Charlotte, NC 28203 704.586.0007(p) 704.586.0373(f)
DATE:	3-5-14	REVISION NO: 0
JOB NO:	GSL-001	FIGURE: 1

- Point Legend:**
- Symbol: Name: Description
  - Monumentation—
    - EP Existing Iron Pin
    - IFS Iron Pin Set (8# Rebar)
    - CP Combined Grid Factor
    - PT Calculated Point
  - Miscellaneous:
    - N/F Now or Formerly
    - CP Combined Grid Factor
    - Brownfields —
    - DPT-7 Former Soil Boring/Monitoring Well Location
    - Brownfields Property Line

**Brownfields Notes**

The areas and types of contamination depicted below are approximations derived from the best information at the time of filing. A listing of the technical reports used to prepare this plot are available in the Brownfields Agreement for this property.

**Previous Environmental Assessment Information**

Initial soil and groundwater sampling has been conducted at the Property. In 2010, Hart & Heckman PC (HAH) installed three soil borings in the area of the former gas station on the western portion of the Property and one soil boring in the area of the former auto repair facility in the northern portion of the Property. TPH (gasoline range organics) (TPH-GRO) was detected above the DEQ action level of 10 mg/kg in one of the borings in the area of the former gas station.

**Land Use Restrictions**

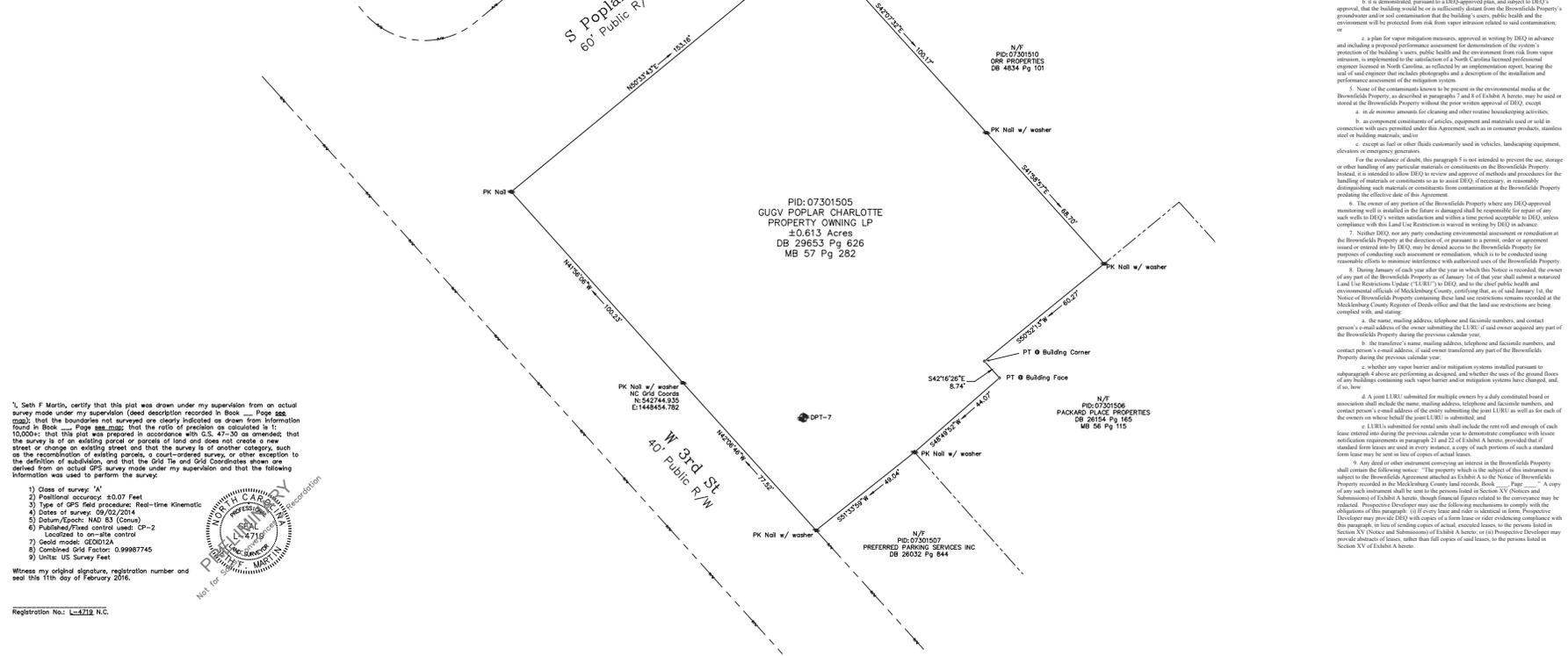
Section 11.111 DEQ requires recolonization of a Notice of Brownfields Property ("Notice") that identifies any conditions on the current and future use of a Brownfields Property that are necessary to ensure the level of protection appropriate to the designated current or future use of the property and that are designed to avoid a Brownfields Agreement pertaining to the property. This survey plot complies with the above criteria to the Notice pertaining to the level of protection. The criteria to the Notice and the Brownfields Agreement for the subject property, which is attached to Exhibit A to the Notice, and a signed version of the survey plot, which is attached to Exhibit B to the Notice, and a legal description for the subject property, except valuation from the Notice, are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless otherwise modified by the parties to the Notice. The Department of Environmental Quality for its services in factoring in buffer designs, after the transaction is complete, is set forth in Section 11.111 DEQ (11/18/17):

1. Recolonization may be made if the Brownfields Property other than for high density residential, office, retail, and parking uses and, subject to DEQ's prior written approval, other commercial uses. The plan for recolonization must include a high-rise building to be used for commercial purposes at the street level and on lower floors and for residential purposes on higher floors with associated parking. For purposes of this restriction, the following definitions apply:

Use	Height	Area	Other
High Density Residential	4 stories	100,000 sq ft	None
Office	4 stories	100,000 sq ft	None
Commercial	4 stories	100,000 sq ft	None
Other	4 stories	100,000 sq ft	None

Note: DPT-7A is located outside the Property boundary.

The Environmental Report also identified low concentrations of petroleum vapors in the soil associated with former gas station. A land use restriction requiring a Soil Management Plan in paragraph c of the Land Use Restrictions on this plot.



I, Seth F. Martin, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book \_\_\_\_\_ Page \_\_\_\_ (map)) that the boundaries not surveyed are clearly indicated on drawn information found in Book \_\_\_\_\_ Page \_\_\_\_ map that the ratio of precision as calculated is 1:10,000; that this plot was prepared in accordance with the provisions of the Survey Law of the State of North Carolina, and that the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street and that the survey is of another category, such as the reconstruction of existing parcels, a court-ordered survey, or other exception to the definition of subdivision, and that the Grid Tie and Grid Coordinates shown are derived from an actual GPS survey made under my supervision and that the following information was used to perform the survey:

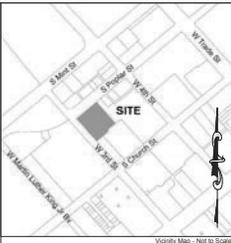
- 1) Class of survey: 'A'
- 2) Positional accuracy: ±0.07 Feet
- 3) Type of GPS field procedure: Real-time Kinematic
- 4) Dates of survey: 03/25/2014
- 5) Datum/EPOCH: NAD 83 (2011)
- 6) Published/Fixed control used: CP-2
- 7) Located to or on: \_\_\_\_\_
- 8) Control model: GEOD12A
- 9) Combined Grid Factor: 0.99997745
- 10) Units: US Survey Feet

Witness my original signature, registration number and seal this 11th day of February 2016.

Registration No.: **L-4319 N.C.**

County of Mecklenburg  
 Mecklenburg County, certify that the map or plot to which this certification is affixed meets all statutory requirements for recording, that this plot is not subject to the subdivision ordinance and does not require planning commission approval.

Michael E. Scott, Acting Director  
 Division of State Management  
 State of North Carolina  
 County of Wake

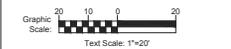


General Notes:

1. Deed Reference(s) – DB 29653 Pg 626
2. Tax Parcel ID – 07301506
3. Current Owner – GUGV Poplar Charlotte Property Owning LP
4. All bearings are NC Grid bearings.
5. All distances are shown horizontal.
6. Grid distance – Horizontal distance x Combined Grid Factor (0.99997745)
7. Area = ±0.613 Acres
8. Area has been determined by coordinate computation.
9. Iron pins (8# Rebar) or other monumentation (as shown) found or not at all property corners.
10. Zoning – UMUO (Urban mixed use district)
11. This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Flood Number: 370464400C. Dated: September 2, 2012
12. This survey was performed without benefit of a Title Commitment Report. LCSI, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
13. The location of underground utilities shown on this map are approximate, based on information provided by others or by field location. Utility locations are shown hereon or in plan for planning only. Actual location, size or depth of lines should be verified with the individual utility company before construction.
14. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble Realtime and processed using North Carolina Deeds Survey Vertical Reference System.
15. The areas and types of contamination depicted hereon are approximations derived from the best available information at the time of filing. A listing of the technical reports used to prepare this plot are available in the Brownfields Agreement for this property.

Exhibit B to the Notice of Brownfields Property - Survey Plot  
**Third and Poplar**  
 Parcel ID: 07301505  
 225 South Poplar Street  
 Charlotte, Mecklenburg County  
**Brownfields Project**  
**#18017-14-060**  
 GUGV Poplar Charlotte Property Owning LP, a Delaware limited partnership (Current Owner and Prospective Developer)

No.	Revision	By	Date
1			
2			
3			
4			



Date: 02/11/2016 Plot Date: 02/11/2016  
 Project Number: 411302  
 Drawn by: JBE  
 Reviewed by:  
 Sealed By: Sheet 1 of 1

# EXHIBIT C

## SCHEDULE A

### Legal Description

Lying and being situate in Mecklenburg County, North Carolina, and being more particularly described as follows:

LYING AND BEING in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

BEING ALL of that tract designated as "New Parcel +/- 0.613 Acres" as shown on plat entitled "Recombination Plat for GUGV Poplar Charlotte Property Owning LP" recorded in Map Book 57 at Page 282, in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

TOGETHER WITH easement rights contained in that certain Temporary Construction Easement Agreement between Packard Place Properties, LLC and GUGV Poplar Charlotte Property Owning LP recorded in Book 29653 at Page 670, in the Office of the Register of Deeds of Mecklenburg County, North Carolina.



Parker Poe Adams & Bernstein LLP  
 Three Wells Fargo Center  
 401 South Tryon Street, Suite 3000  
 Charlotte, NC 28202

Charge \$ \_\_\_\_\_ Time \_\_\_\_\_ Mileage \_\_\_\_\_

Courier: \_\_\_\_\_

Attorney Name Stukes

Delivery  Pickup:  Filing

Client No. 137707

Date/Time In: 3/18 10:15

Date/Needed By: 1 pm

**REQUEST FOR COURIER SERVICE**

Name D. Ebenezer Gujjarla-pudj, Director

Company LUESA - Mecklenburg City

Address 700 N. Tryon St.

Floor/Suite \_\_\_\_\_

Special Instructions \_\_\_\_\_

Received by Donna Champagne Date 3/18/16 Time 1:47



Parker Poe Adams & Bernstein LLP  
 Three Wells Fargo Center  
 401 South Tryon Street, Suite 3000  
 Charlotte, NC 28202

Charge \$ \_\_\_\_\_ Time \_\_\_\_\_ Mileage \_\_\_\_\_

Courier: \_\_\_\_\_

Attorney Name Stukes

Delivery  Pickup:  Filing

Client No. 137707

Date/Time In: 3/18 10:15

Date/Needed By: 1 pm

**REQUEST FOR COURIER SERVICE**

Name The Honorable Jennifer Roberts

Company City of Charlotte

Address 1000 East Fourth St

Floor/Suite \_\_\_\_\_

Special Instructions \_\_\_\_\_

Received by J. McPhee Date 3/18/16 Time 11:32



Parker Poe Adams & Bernstein LLP  
 Three Wells Fargo Center  
 401 South Tryon Street, Suite 3000  
 Charlotte, NC 28202

Charge \$ \_\_\_\_\_ Time \_\_\_\_\_ Mileage \_\_\_\_\_

Courier: \_\_\_\_\_

Attorney Name Stukes

Delivery  Pickup:  Filing

Client No. 137707

Date/Time In: 3/18 10:15am

Date/Needed By: 1pm

**REQUEST FOR COURIER SERVICE**

Name Dr. Marcus Plescia, MD, MPH

Company Mecklenburg County Health Director

Address 349 Billingsley Road

Floor/Suite \_\_\_\_\_

Special Instructions \_\_\_\_\_

Received by Sabell De Sporn Date 3/18/16 Time \_\_\_\_\_



Parker Poe Adams & Bernstein LLP  
 Three Wells Fargo Center  
 401 South Tryon Street, Suite 3000  
 Charlotte, NC 28202

Charge \$ \_\_\_\_\_ Time \_\_\_\_\_ Mileage \_\_\_\_\_

Courier: \_\_\_\_\_

Attorney Name Stukes

Delivery  Pickup:  Filing

Client No. 137707

Date/Time In: 3/18 10:15

Date/Needed By: 1pm

**REQUEST FOR COURIER SERVICE**

Name Joyce Reimann

Company Charlotte-Mecklenburg Public Library

Address 310 North Tryon St

Charlotte, NC Floor/Suite \_\_\_\_\_

Special Instructions \_\_\_\_\_

Received by [Signature] Date 3/18/16 Time 11:45



Parker Poe Adams & Bernstein LLP  
Three Wells Fargo Center  
401 South Tryon Street, Suite 3000  
Charlotte, NC 28202

Charge \$ \_\_\_\_\_ Time \_\_\_\_\_ Mileage \_\_\_\_\_

Courier: \_\_\_\_\_

Attorney Name Stukes

Delivery  Pickup:  Filing

Client No. 137707

Date/Time In: 3/18 10:15

Date/Needed By: 1pm

**REQUEST FOR COURIER SERVICE**

Name Ron Carlee, City Manager

Company \_\_\_\_\_

Address 600 East Fourth

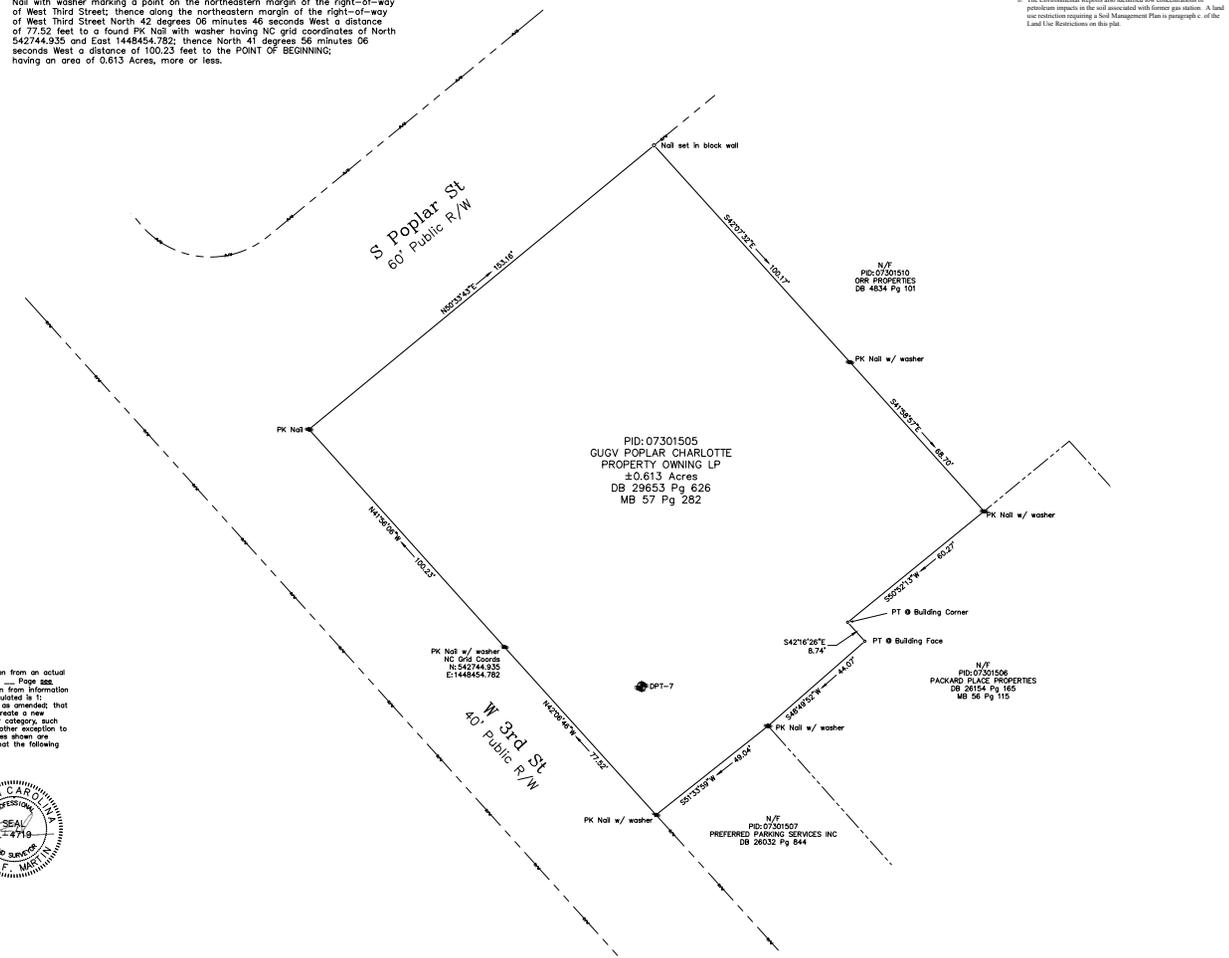
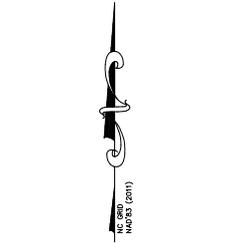
Floor/Suite \_\_\_\_\_

Special Instructions \_\_\_\_\_

Received by P. Stukes Date 3/18/16 Time 11:32

- Point Legend:**
- Symbol: Description
  - Monumentation
  - EP Existing Iron Pin
  - IP Iron Pin Set (at Nebar)
  - PT Calculated Point
  - Miscellaneous:
    - N/F New or Formerly Combined Grid Factor
    - CP Combined Grid Factor
    - DP1-7 Former Soil Boring/Monitoring Well Location
  - Brownfields Property Line
  - Right of Way
  - Property Adjacent

BEGINNING at a PK Nail marking the northeastern margin of the right-of-way of West Third Street and the southeastern margin of the right-of-way of South Poplar Street; thence with the southern margin of the right-of-way of South Poplar Street, North 50 degrees 33 minutes 43 seconds East a distance of 153.18 feet to a point marking the western corner of the property of Orr Properties (now or formerly) as described in Deed Book 4834, Page 101 of the Mecklenburg County Public Registry; thence with the southeastern boundary line of Orr Properties, South 42 degrees 07 minutes 32 seconds East a distance of 100.17 feet to a found PK Nail with washer; thence South 41 degrees 58 minutes 57 seconds East a distance of 68.70 feet to a found PK Nail with washer marking the southern corner of Orr Properties and a point in the western boundary line of Packard Place Properties (now or formerly) as described in Deed Book 28154, Page 163 of the Mecklenburg County Public Registry; thence with the northern boundary line of Packard Place Properties South 50 degrees 52 minutes 13 seconds West a distance of 60.27 feet to a point at a building corner; thence South 42 degrees 16 minutes 26 seconds East a distance of 8.74 feet to a point on building face; thence South 48 degrees 49 minutes 52 seconds West a distance of 44.07 feet to a found PK Nail with washer marking the southwestern corner of Packard Place Properties and the northeastern corner of the property of Preferred Parking Services Inc (now or formerly) as described in Deed Book 26032, Page 844 of the Mecklenburg County Public Registry; thence with the western boundary line of Preferred Parking Services Inc South 51 degrees 33 minutes 59 seconds West a distance of 49.04 feet to a found PK Nail with washer marking a point on the northeastern margin of the right-of-way of West Third Street; thence along the northeastern margin of the right-of-way of West Third Street North 42 degrees 08 minutes 46 seconds West a distance of 77.52 feet to a found PK Nail with washer having NC grid coordinates of North 542744.935 and East 1448454.782; thence North 41 degrees 56 minutes 06 seconds West a distance of 100.23 feet to the POINT OF BEGINNING, having an area of 0.613 Acres, more or less.



I, Seth F. Martin, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book \_\_\_\_\_ Page \_\_\_\_ (page)) that the boundaries not surveyed are clearly indicated on drawn information found in Book \_\_\_\_\_ Page \_\_\_\_ that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with the provisions of the laws of the State of North Carolina that the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street and that the survey is of another character such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision, and that the Grid Tie and Grid Coordinates shown are derived from an actual GPS survey made under my supervision and that the following information was used to perform the survey:

- 1) Class of survey: 'A'
- 2) Positional accuracy: ±0.07 Feet
- 3) Type of GPS field procedure: Real-time Kinematic
- 4) Dates of survey: 09/25/2014
- 5) Datum/Earth: NAD 83 / GRS 2011
- 6) Published/Fixed control used: CP-2
- 7) Located to or on: \_\_\_\_\_
- 8) Goal model: GEOID12A
- 9) Combined Grid Factor: 0.99987745
- 10) Units: US Survey Feet

Witness my original signature, registration number and seal this 18th day of April 2016.



Registration No. L-14119 N.C.

\_\_\_\_\_ for the purposes of N.C.G.S. § 130A-130.35

Michael E. Scott, Acting Director  
Division of State Management  
State of North Carolina  
County of Wake

Date \_\_\_\_\_

County of Mecklenburg  
Mecklenburg County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording, that this plat is not subject to the subdivision ordinance and does not require planning commission approval.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

**Brownfields Note:**  
The areas and types of contamination depicted herein are approximations derived from the best information available at the time of filing. A listing of the technical reports used to prepare this plat are available in the Brownfields Agreement for this property.

**Practices Environmental Assessment Information:**  
Landsat and ground truth monitoring has been conducted at the Property in 2010. Hart & Heckman PC (H&H) installed three soil borings in the area of the former gas station in the western portion of the Property and one soil boring in the area of the former auto repair facility in the western portion of the Property. TPAI procedure range response (TPAI-DEQ) was detected above the DEQ action level of 10 mg/kg in one of the borings in the area of the former gas station.

Groundwater sampling also has been conducted at the Property. During the 2010 investigation, H&H collected two of the three soil borings in the area of the former gas station to prepare groundwater monitoring wells. Lead was detected in one of the wells in a concentration slightly exceeding the state standard.

Environmental information regarding the groundwater, soil, and vapor on the Property includes the following:

Contaminant	Sample Location	Date of Sampling	Concentration (ppm)	Standard (ppm)
Lead	DP1-3A	11/20/2010	12.2	10
Chloride	DP1-3A	11/20/2010	180	100
Copper	DP1-3A	11/20/2010	1.0	1.0
Iron	DP1-3A	11/20/2010	1.0	1.0

Note: DP1-3A is located outside the Property boundary.

The Environmental Reports also identified low concentrations of petroleum vapors in the soil associated with former gas station. A land use restriction regarding a Soil Management Plan in paragraph c. of the Land Use Restrictions on this plat.

**Land Use Restrictions:**  
Section 311.110 requires execution of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary to ensure the level of protection intended by the designated current or future use of the property and that are required by a Brownfields Agreement pertaining to the property. This survey plat includes the following restrictions on the subject of this deed:

1. "Restrictions" refers to the restrictions of business or professional services.

2. "Offices" refers to the rendering of business or professional services.

3. "Parking" refers to the temporary accommodation of motor vehicles in an area designed for use as:

4. "Commercial" refers to an enterprise carried on for profit or for a non-profit purpose by the owner, leasee or licensee.

5. "Land disturbance" means to be limited in accordance with an approved Soil Management Plan including subsequent DEQ approved modifications to that plan. Notwithstanding the above, landscaping activities may be conducted on the Brownfields Property including without limitation mowing and pruning of above-ground vegetation, landscape design that does not exceed 18 inches in depth and all necessary repair and maintenance of any such infrastructure provided that DEQ shall be given written notice (if any by email) of any such emergency repair or later than the business day, and that any related assessment and remedial measures required by DEQ shall be taken.

6. No building other than the one proposed here may be constructed on the Brownfields Property and no existing building with construction on the ground level defined as those depicted in the Plat component of this Notice, may be occupied unless and until DEQ determines in writing that:

a. It is demonstrated to the satisfaction of DEQ through a site-specific risk assessment that the building is necessary to the building's users, public health and the environment from risk of vapor intrusion.

b. It is demonstrated, pursuant to a DEQ-approved plan, and subject to DEQ's approval, that the building would be or is sufficiently distant from the Brownfields 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.

c. A plan for vapor mitigation measures, approved in writing by DEQ in advance and including a proposed performance assessment for demonstration of the protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of North Carolina State Department of Environment and Natural Resources, as reflected by an implementation report, bearing the seal of said agency and requiring the installation of the mitigation measures and the performance assessment of the mitigation system.

7. None of the contamination herein to be present in the environmental media of the Brownfields Property, as described in paragraph 7 and of Exhibit A herein, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

a. In an emergency situation for cleaning and other routine housekeeping activities.

b. In component constituents of articles, equipment and materials used or sold in connection with uses permitted under this Agreement, such as in consumer products, stainless steel or building materials, and in:

c. Except as set forth in Exhibit A herein, commonly used in vehicles, landscaping equipment, elevators or emergency generators.

8. For the avoidance of doubt, this paragraph 8 is not intended to prevent the use, storage and other handling of any particular materials or conditions on the Brownfields Property. Instead, it is intended to allow DEQ to review and approve methods and procedures for the handling of materials or conditions so as to avoid DEQ, if necessary, to reasonably distinguish such materials or conditions from contamination at the Brownfields Property pending the effective date of this Agreement.

9. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

10. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

11. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

12. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

13. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

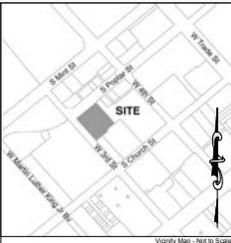
14. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

15. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

16. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

17. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.

18. The owner of any portion of the Brownfields Property who any DEQ-approved monitoring well is installed in the future as damaged shall be responsible for repair of any such monitoring well.



1:25000 Scale

- General Notes:**
1. Deed Reference(s) - DB 29653 Pg 626
  2. Tax Parcel ID - 07301505
  3. Current Owner - GUVU Poplar Charlotte Property Owning LP
  4. All bearings are NC Grid bearings.
  5. All distances are shown horizontal.
  6. Grid distance - Horizontal distance x Combined Grid Factor (0.99987745)
  7. Area - ±0.613 Acres
  8. Area has been determined by coordinate computation.
  9. Iron pins (IP Nebar) or other monumentation (as shown) found or not of all property corners.
  10. This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Flood Number: 370464400. Dated: September 2, 2012.
  11. This survey was performed without benefit of a Title Commitment Report. LDS, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
  12. The location of underground utilities shown on this map are approximate, based on information provided by others or in records. Utility locations as shown hereon are provided for planning only. Actual location, size or depth of the same should be verified with the individual utility company before construction.
  13. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble GPS receivers and processed using North Carolina Geographic Survey Vertical Reference System.
  14. The areas and types of contamination depicted hereon are approximations derived from the best available information at the time of filing. A listing of the technical reports used to prepare this plat are available in the Brownfields Agreement for this property.

Exhibit B to the Notice of Brownfields Property - Survey Plat  
**Third and Poplar**  
Parcel ID: 07301505  
225 South Poplar Street  
Charlotte, Mecklenburg County

**Brownfields Project**  
#18017-14-060

GVU Poplar Charlotte Property Owning LP, a Delaware limited partnership (Current Owner and Prospective Developer)

No.	Revision	By	Date
1			
2			
3			
4			



Date: 02/11/2016  
Project Number: 411302  
Drawn By: JBE  
Reviewed By:  
Sealed By:

Plot Date: 04/18/2016  
Sheet 1 of 1