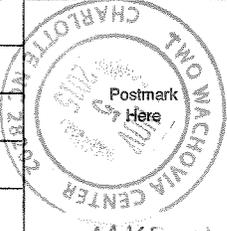


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Sent To: **Sirous Behrouziou**
8906 Myra Way
 Street & Apt. No. or PO Box No. **Charlotte, NC 28215**
 City, State, ZIP+4

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY						
<ul style="list-style-type: none"> ■ 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. 	<table style="width: 100%;"> <tr> <td style="width: 70%;">A. Received by (Please Print Clearly) <i>Sirous Behrouziou</i></td> <td style="width: 30%;">B. Date of Delivery</td> </tr> <tr> <td colspan="2">C. Signature <i>X S.B.</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</td> </tr> <tr> <td colspan="2">D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</td> </tr> </table>	A. Received by (Please Print Clearly) <i>Sirous Behrouziou</i>	B. Date of Delivery	C. Signature <i>X S.B.</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
A. Received by (Please Print Clearly) <i>Sirous Behrouziou</i>	B. Date of Delivery						
C. Signature <i>X S.B.</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee							
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No							
1. Article Addressed to: <p style="text-align: center; margin-left: 40px;">Sirous Behrouziou 8906 Myra Way Charlotte, NC 28215</p>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.						
2. Article Number <i>(Transfer from service label)</i>	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes						
<p style="font-size: 1.2em; font-weight: bold;">7014 2870 0001 5741 4122</p>							
PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424							



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Sirous Behrouziou
8906 Myra Way
Charlotte, NC 28215

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

Mr. Behrouziou:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

PPAB 2986756v1

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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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Total Postage & Fees	\$

Postmark Here

MES 11/6

Marsha Ann Kee
 Sent To **1034 Carter Avenue**
 Street & Apt. No., or PO Box No. **Charlotte, NC 28206**
 City, State, ZIP+4

PS Form 3800, July 2014 See Reverse for Instructions

Product & Tracking Information

Postal Product:

Features:
 Certified Mail™

DATE & TIME

December 10, 2015 , 11:05 am

STATUS OF ITEM

Departed USPS Facility

LOCATION

CHARLOTTE, NC 28228

Your item departed our USPS facility in CHARLOTTE, NC 28228 on December 10, 2015 at 11:05 am. The item is currently in transit to the destination.

December 4, 2015 , 8:28 am	Arrived at USPS Facility	CHARLOTTE, NC 28228
December 3, 2015 , 2:28 pm	Unclaimed/Max Hold Time Expired	CHARLOTTE, NC 28206
November 7, 2015 , 8:19 am	Out for Delivery	CHARLOTTE, NC 28213
November 7, 2015 , 8:09 am	Sorting Complete	CHARLOTTE, NC 28213
November 7, 2015 , 6:27 am	Arrived at Unit	CHARLOTTE, NC 28213
November 7, 2015 , 12:19 am	Departed USPS Facility	CHARLOTTE, NC 28214
November 6, 2015 , 9:20 pm	Arrived at USPS Facility	CHARLOTTE, NC 28214

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70142870000157414153

Track It

Manage Incoming Packa

Track all your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS >



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

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

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Marsha Ann Kee
1034 Carter Avenue
Charlotte, NC 28206

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

Ms. Kee:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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

Courier: _____

Charge \$ _____ Time _____ Mileage _____



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

Attorney Name Stokes

Delivery Pickup: Filing

Client No. 136409

Date/Time In: 11/6 noon

Date/Needed By: 11/6 2

REQUEST FOR COURIER SERVICE

Name Jane Johnson, Manager

Company Mecklenburg County Library

Address 310 NORTH Tryon ST

Floor/Suite _____

Special Instructions _____

Please get signature

Received by [Signature] Date _____ Time _____



Mary Katherine H. Stukes

Associate

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

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

November 6, 2015

VIA HAND DELIVERY

Ms. Jane Johnson, Manager
Mecklenburg County Library
310 North Tryon Street
Charlotte, NC 28202

**Re: Precision Dynamics – 1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project
#18002-14-060)**

Dear Ms. Johnson:

We are required by the North Carolina Department of Environmental Quality to place on file at the Mecklenburg County 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 1033 Carter Avenue (Mecklenburg County Tax Parcel Identification Number 07904305), Charlotte, Mecklenburg County, North Carolina. A legal description and survey plat of the site are also included with these documents. Property owner Charlotte-Mecklenburg Housing Partnership, Inc. plans to redevelop the property 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 appropriate place in your library where it may be viewed by the public (we understand that it will be placed in the Robinson-Spangler Carolina Room). 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 H. Stukes

Enclosures

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

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 November 9, 2015, 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: Charlotte-Mecklenburg Housing Partnership, Inc.
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 2015 by Charlotte-Mecklenburg Housing Partnership, Inc. (“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 approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The Brownfields Property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the Brownfields Property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The

Brownfields Property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil is contaminated on the Brownfields Property due to historical activities.

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. The Brownfields Agreement includes one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

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 Brownfields 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

a. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

b. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

c. "Office" refers to the rendering of business or professional services including services in

support of a brewery and catering business and related facilities and activities;

d. "Restaurant" refers to a business where meals are prepared and served to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

e. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

3. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 of Exhibit A hereto; and

c. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

4. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken in accordance with the plan required by paragraph 3 above;

b. soil grading and cut and fill actions;

c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

5. After conclusion of the redevelopment period referenced in paragraph 3 above, as determined by

DEQ, no activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

6. Surface water and groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in paragraph 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 stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 7 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.

8. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a "park" does not include an outdoor dining area or courtyard associated with a restaurant use.

- a. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

9. 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.

10. 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 Brownfields Property as of January 1st 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 1st, 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; and

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.

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__.

Charlotte-Mecklenburg Housing Partnership, Inc.

By: _____
Julie A. Porter
President

NORTH CAROLINA
MECKLENBURG 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
Deputy 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 Mecklenburg County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Charlotte-Mecklenburg Housing Partnership, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Precision Dynamics
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	1033 Carter Avenue
Brownfields Project # 18002-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

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

Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”) is a North Carolina non-profit corporation that was formed on July 5, 1988. Its registered agent is Patricia Garrett; its registered office and mailing address is 4601 Charlotte Park Drive, Suite 350, Charlotte, North Carolina 28217. The property that is the subject of this Agreement is approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil

is contaminated on the property due to historical activities. 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 CMHP for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit CMHP 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 CMHP.

III. STATEMENT OF FACTS

3. The Property comprises 2.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses.

4. The Property is bordered to the north by Carter Avenue with residential homes beyond; to the south by Woodward Avenue and the site of the former Charlotte Army Missile Plant (the subject of N.C. Brownfields Project No. 11044-07-060, now in commercial use); to the east by land used for industrial and commercial purposes; and to the west by land owned by Double Oaks Development for recreational use, specifically a community pool.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Environmental Summary & Brownfields Status	Hart & Hickman	April 15, 2015
Additional Soil Assessment- Potential County Parcel	Hart & Hickman	May 12, 2014
Additional Assessment of Soil Metals 1033 Carter Avenue	Hart & Hickman	February 7, 2014
Asbestos Survey Former Precision Dynamics Facility	Hart & Hickman	December 12, 2013
Phase I and II ESA 1033 Carter Avenue	Hart & Hickman	October 9, 2013
Phase I ESA	Apex Companies LLC	May 11, 2007

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

a. Prior to 1954, the Property was undeveloped land. After this date, it was developed as machine shop. Additions to the original building occurred in 1972 and 1981. Presently, an approximately 22,620 sq. ft. split level manufacturing building with 7,020 sq. ft. office space is on the Property. The building is steel and masonry with exterior brick and metal siding. The surrounding area is a concrete and asphalt loading pad area and asphalt paved parking lot.

b. From 1954 until late 2000s, a machine shop operated on the Property. The following companies operated on the Property: 1959-1989 Southern Machine Products, Inc.; 1964-1974 Teague Engineering and Machine Co.; 1994-2005 Precision Dynamics, Inc.

c. Historically, site operations included: machining, turning, manual, milling, manual lathe, grinding, honing, sawing, welding, brazing, heat treatment, & plating. Plating activities were reportedly outsourced and no dipping vats or basins were onsite. Most recently, the Property was leased to Diversified Enterprises of the Carolinas LLC (DEC) a demolition company. DEC previously stored hazardous and non-hazardous material on the Property.

d. On February 5, 2014, the Prospective Developer acquired the Property.

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

a. On November 2, 2010, a Notice of Brownfields Property (“NBP”) was recorded between MV Hercules and DEQ for the adjacent property to the south at the Mecklenburg County Register of Deeds’ Office Book 26034 Page 614-651, Plat Map Book 52 Page 810. This parcel was part of the Charlotte Army Missile Plant (“CAMP”) from 1941

through 1967 and has impacted soil, groundwater, and vapor.

b. In 2011, after a petroleum spill on the Property, DEC contracted with HEPACO to conduct cleanup response at a downgradient creek and 2.4 tons of impacted soils were removed from the Property.

c. The following environmental issues will be addressed during redevelopment in land use restriction number 15.c: former heating oil underground storage tank; aboveground storage tank for waste oil; metal slag and scattered poured metal on the ground; and any crushed tanks or debris on the Property.

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

a. Groundwater impacts on the Property are minor and the samples collected do not exceed state groundwater quality standards.

b. Soil impacts on the property are related to the historical operations at the machine shop. Metals were detected in soil samples above state screening levels. The following table sets forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (March

2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level ¹ (mg/kg)
Arsenic	SB-3	0-0.5	9/17/2013	21	3.0
Arsenic	SB-3	2-2.5	9/17/2013	5.0	3.0
Arsenic	SB-7	0.4-1	9/17/2013	3.4	3.0
Arsenic	SB-8	0-0.5	9/17/2013	4.6	3.0
Arsenic	SB-8	2-2.5	9/17/2013	18	3.0
Arsenic	SB-11	1-2	1/24/2014	27	3.0
Arsenic	SB-8B	4-5	1/24/2014	22	3.0
Chromium ⁺⁶	SB-3	0-0.5	9/17/2013	6.7	6.3
Chromium ⁺⁶	SB-3	2-2.5	9/17/2013	7.1	6.3
Chromium ⁺⁶	SB-7	0.4-1	9/17/2013	6.6	6.3
Chromium ⁺⁶	SB-8	0-0.5	9/17/2013	8.6	6.3
Chromium ⁺⁶	SB-8	2-2.5	9/17/2013	7.8	6.3
Thallium	SB-7	0.4-1	9/17/2013	2.7	2.4
Thallium	SB-3B	9-10	1/24/2014	3.7	2.4

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NE – No established screening level

*Concentration believed to represent naturally occurring background level of metal in soil.

⁺⁶ indicated Hexavalent Chromium is present.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations 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 dated January 7, 2014 and revised on August 31, 2015, acquiring the Property on February 5, 2014 and conducting minor housekeeping activities in the building on the Property.

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. a return to productive use of the Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions; and
- e. “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, which may include 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 and 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

i. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

iii. "Office" refers to the rendering of business or professional services including services in support of a brewery and catering business and related facilities and activities;

iv. "Restaurant" refers to a business where meals are prepared and served

to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

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

b. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

c. Physical redevelopment of the Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in paragraph 7 and 8; and

iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

d. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the

Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken in accordance with the plan required by subparagraph 15.c above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

e. After conclusion of the redevelopment period referenced in subparagraph 15.c, as determined by DEQ, no activity that disturbs soil on the Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-

ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

f. Surface water and groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

g. None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 8 in 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 stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 15.g. 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.

h. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a “park” does not include an outdoor dining area or courtyard associated with a restaurant use.

i. The owner of any portion of the Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

j. 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.

k. 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 1st 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 1st, 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; and

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.

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.j. 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 XVI (Notices and Submissions), though: (i) financial figures related to the conveyance may be redacted and (ii) such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable). If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (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 XVI (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 XVI.

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 except under emergency or eminent threat situations. DEQ agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such 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 U.S.C. § 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 that committed to in the Brownfields Property Application dated January 7, 2014 and revised on August 31, 2015 by which it applied for this Agreement. That use is brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a

brewery and catering business with associated uses. 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. The Department 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 in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DEQ that the Property is fit for any particular purpose, nor 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.a 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, 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. 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 non-privileged 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:

Julie A. Porter, President

Charlotte-Mecklenburg Housing Partnership
4601 Charlotte Park Drive, Suite 350
Charlotte, NC 27217

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:

Michael E. Scott
Deputy Director, Division of Waste Management

Date

IT IS SO AGREED:
Charlotte-Mecklenburg Housing Partnership, Inc.
By:

Julie A. Porter
President

Date

EXHIBIT 1



APPROXIMATE
0 2000 4000



SCALE IN FEET

DERITA, NORTH CAROLINA 1996
CHARLOTTE EAST, NORTH CAROLINA 1991

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES (TOPOGRAPHIC)

SITE VICINITY MAP

Former Precision Dynamics Property
1033 Carter Avenue
Charlotte, North Carolina



2923 S. Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007(p) 704.586.0373(f)

DATE: 12/22/2014

REVISION NO: 0

JOB NO: CHP-017

FIGURE NO: 1

EXHIBIT C

Beginning at a ½" rebar, said rebar being located S 14°13'25" E 1801.93 feet from control point HV-3, said point also being on the northern right-of-way of abandoned Carter Ave. (Petition #02-17); thence with the northern right-of-way of abandoned Carter Avenue (Petition #02-17) and along the property line of now or formerly Druid Hills, LLC (Deed Bk. 13301, Pg. 839), N 88°20'49" E 155.40 feet to a calculated point, said point being located on the right-of-way of Carter Avenue (40' Public R/W); thence with the right-of-way of Carter Avenue (40' Public R/W) the following three (3) calls: (1) S 01°49'50" E 18.99 feet to a calculated point; (2) N 86°34'57" E 20.46 feet to a ½" rebar; (3) N 88°10'10" E 224.30 feet to a ½" pipe, said pipe being a common corner with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594); thence with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594), S 01°54'59" E 238.95 feet to a ½" rebar, said rebar being located on the northern right-of-way of Woodward Avenue (50' Public R/W) and being located S 88°02'45" W 250.07' from a ½" pipe; thence with the northern right-of-way of Woodward Avenue (50' Public R/W), S 88°02'45" W , passing a ½" pipe at 75.02 feet, a ½" pipe at 224.03 feet, a ½" rebar at 263.17 feet, a total distance of 401.31 feet to a ½" rebar, said rebar being on the northern right-of-way of Woodward Avenue (50' Public R/W), said rebar also being located N 88°02'45" E 53.85 feet from a ½" rebar and being a common corner with the property now or formerly of Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464); thence with the property line of now or formerly Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464), N 01°39'11" W 258.72 feet to the POINT AND PLACE OF BEGINNING and containing 2.269 AC as surveyed by NorStar Land Surveying, Inc.

Courier: _____

Charge \$ _____ Time _____ Mileage _____

Attorney Name Strikes

Delivery Pickup: Filing

Client No. 136409

Date/Time In: 11/6 noon

Date/Needed By: 11/6 2



Parker Poe

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

REQUEST FOR COURIER SERVICE

Name Ebenezer Gujjarlapudi

Company Land Use + Environmental Services Agency

Address 700 N. Tryon St.

Floor/Suite _____

Special Instructions _____

Please get signature

Received by [Signature] Date 11-6-15 Time 12:27



Mary Katherine H. Stukes

Associate

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

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

November 6, 2015

VIA HAND DELIVERY

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

**Re: Precision Dynamics – 1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project
#18002-14-060)**

Dear Mr. Gujjarlapudi:

I am writing to provide you with information concerning a project located at 1033 Carter Avenue, Charlotte, Mecklenburg County, North Carolina.

Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP") 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 CMHP'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

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

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 November 9, 2015, 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: Charlotte-Mecklenburg Housing Partnership, Inc.
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 2015 by Charlotte-Mecklenburg Housing Partnership, Inc. (“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 approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The Brownfields Property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the Brownfields Property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The

Brownfields Property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil is contaminated on the Brownfields Property due to historical activities.

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. The Brownfields Agreement includes one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

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 Brownfields 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

a. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

b. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

c. "Office" refers to the rendering of business or professional services including services in

support of a brewery and catering business and related facilities and activities;

d. "Restaurant" refers to a business where meals are prepared and served to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

e. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

3. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 of Exhibit A hereto; and

c. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

4. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken in accordance with the plan required by paragraph 3 above;

b. soil grading and cut and fill actions;

c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

5. After conclusion of the redevelopment period referenced in paragraph 3 above, as determined by

DEQ, no activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

6. Surface water and groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in paragraph 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 stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 7 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.

8. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a "park" does not include an outdoor dining area or courtyard associated with a restaurant use.

a. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

9. 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.

10. 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 Brownfields Property as of January 1st 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 1st, 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; and

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.

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__.

Charlotte-Mecklenburg Housing Partnership, Inc.

By: _____
Julie A. Porter
President

NORTH CAROLINA
MECKLENBURG 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
Deputy 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 Mecklenburg County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Charlotte-Mecklenburg Housing Partnership, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Precision Dynamics
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	1033 Carter Avenue
Brownfields Project # 18002-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

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

Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”) is a North Carolina non-profit corporation that was formed on July 5, 1988. Its registered agent is Patricia Garrett; its registered office and mailing address is 4601 Charlotte Park Drive, Suite 350, Charlotte, North Carolina 28217. The property that is the subject of this Agreement is approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil

is contaminated on the property due to historical activities. 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 CMHP for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit CMHP 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 CMHP.

III. STATEMENT OF FACTS

3. The Property comprises 2.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses.

4. The Property is bordered to the north by Carter Avenue with residential homes beyond; to the south by Woodward Avenue and the site of the former Charlotte Army Missile Plant (the subject of N.C. Brownfields Project No. 11044-07-060, now in commercial use); to the east by land used for industrial and commercial purposes; and to the west by land owned by Double Oaks Development for recreational use, specifically a community pool.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Environmental Summary & Brownfields Status	Hart & Hickman	April 15, 2015
Additional Soil Assessment- Potential County Parcel	Hart & Hickman	May 12, 2014
Additional Assessment of Soil Metals 1033 Carter Avenue	Hart & Hickman	February 7, 2014
Asbestos Survey Former Precision Dynamics Facility	Hart & Hickman	December 12, 2013
Phase I and II ESA 1033 Carter Avenue	Hart & Hickman	October 9, 2013
Phase I ESA	Apex Companies LLC	May 11, 2007

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

a. Prior to 1954, the Property was undeveloped land. After this date, it was developed as machine shop. Additions to the original building occurred in 1972 and 1981. Presently, an approximately 22,620 sq. ft. split level manufacturing building with 7,020 sq. ft. office space is on the Property. The building is steel and masonry with exterior brick and metal siding. The surrounding area is a concrete and asphalt loading pad area and asphalt paved parking lot.

b. From 1954 until late 2000s, a machine shop operated on the Property. The following companies operated on the Property: 1959-1989 Southern Machine Products, Inc.; 1964-1974 Teague Engineering and Machine Co.; 1994-2005 Precision Dynamics, Inc.

c. Historically, site operations included: machining, turning, manual, milling, manual lathe, grinding, honing, sawing, welding, brazing, heat treatment, & plating. Plating activities were reportedly outsourced and no dipping vats or basins were onsite. Most recently, the Property was leased to Diversified Enterprises of the Carolinas LLC (DEC) a demolition company. DEC previously stored hazardous and non-hazardous material on the Property.

d. On February 5, 2014, the Prospective Developer acquired the Property.

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

a. On November 2, 2010, a Notice of Brownfields Property ("NBP") was recorded between MV Hercules and DEQ for the adjacent property to the south at the Mecklenburg County Register of Deeds' Office Book 26034 Page 614-651, Plat Map Book 52 Page 810. This parcel was part of the Charlotte Army Missile Plant ("CAMP") from 1941

through 1967 and has impacted soil, groundwater, and vapor.

b. In 2011, after a petroleum spill on the Property, DEC contracted with HEPACO to conduct cleanup response at a downgradient creek and 2.4 tons of impacted soils were removed from the Property.

c. The following environmental issues will be addressed during redevelopment in land use restriction number 15.c: former heating oil underground storage tank; aboveground storage tank for waste oil; metal slag and scattered poured metal on the ground; and any crushed tanks or debris on the Property.

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

a. Groundwater impacts on the Property are minor and the samples collected do not exceed state groundwater quality standards.

b. Soil impacts on the property are related to the historical operations at the machine shop. Metals were detected in soil samples above state screening levels. The following table sets forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (March

2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level ¹ (mg/kg)
Arsenic	SB-3	0-0.5	9/17/2013	21	3.0
Arsenic	SB-3	2-2.5	9/17/2013	5.0	3.0
Arsenic	SB-7	0.4-1	9/17/2013	3.4	3.0
Arsenic	SB-8	0-0.5	9/17/2013	4.6	3.0
Arsenic	SB-8	2-2.5	9/17/2013	18	3.0
Arsenic	SB-11	1-2	1/24/2014	27	3.0
Arsenic	SB-8B	4-5	1/24/2014	22	3.0
Chromium ⁺⁶	SB-3	0-0.5	9/17/2013	6.7	6.3
Chromium ⁺⁶	SB-3	2-2.5	9/17/2013	7.1	6.3
Chromium ⁺⁶	SB-7	0.4-1	9/17/2013	6.6	6.3
Chromium ⁺⁶	SB-8	0-0.5	9/17/2013	8.6	6.3
Chromium ⁺⁶	SB-8	2-2.5	9/17/2013	7.8	6.3
Thallium	SB-7	0.4-1	9/17/2013	2.7	2.4
Thallium	SB-3B	9-10	1/24/2014	3.7	2.4

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NE – No established screening level

*Concentration believed to represent naturally occurring background level of metal in soil.

⁺⁶ indicated Hexavalent Chromium is present.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations 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 dated January 7, 2014 and revised on August 31, 2015, acquiring the Property on February 5, 2014 and conducting minor housekeeping activities in the building on the Property.

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. a return to productive use of the Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions; and
- e. “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, which may include 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 and 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

i. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

iii. "Office" refers to the rendering of business or professional services including services in support of a brewery and catering business and related facilities and activities;

iv. "Restaurant" refers to a business where meals are prepared and served

to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

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

b. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

c. Physical redevelopment of the Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in paragraph 7 and 8; and

iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

d. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the

Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken in accordance with the plan required by subparagraph 15.c above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

e. After conclusion of the redevelopment period referenced in subparagraph 15.c, as determined by DEQ, no activity that disturbs soil on the Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-

ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

f. Surface water and groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

g. None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 8 in 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 stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 15.g. 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.

h. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a “park” does not include an outdoor dining area or courtyard associated with a restaurant use.

i. The owner of any portion of the Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

j. 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.

k. 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 1st 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 1st, 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; and

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.

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.j. 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 XVI (Notices and Submissions), though: (i) financial figures related to the conveyance may be redacted and (ii) such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable). If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (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 XVI (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 XVI.

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 except under emergency or eminent threat situations. DEQ agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such 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 U.S.C. § 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 that committed to in the Brownfields Property Application dated January 7, 2014 and revised on August 31, 2015 by which it applied for this Agreement. That use is brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a

brewery and catering business with associated uses. 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. The Department 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 in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DEQ that the Property is fit for any particular purpose, nor 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.a 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, 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. 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 non-privileged 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:

Julie A. Porter, President

Charlotte-Mecklenburg Housing Partnership
4601 Charlotte Park Drive, Suite 350
Charlotte, NC 27217

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:

Michael E. Scott
Deputy Director, Division of Waste Management

Date

IT IS SO AGREED:
Charlotte-Mecklenburg Housing Partnership, Inc.
By:

Julie A. Porter
President

Date

EXHIBIT 1



APPROXIMATE
0 2000 4000



SCALE IN FEET

DERITA, NORTH CAROLINA 1996
CHARLOTTE EAST, NORTH CAROLINA 1991

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES (TOPOGRAPHIC)

SITE VICINITY MAP

Former Precision Dynamics Property
1033 Carter Avenue
Charlotte, North Carolina

hart hickman

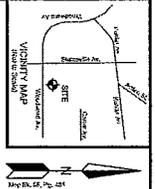
2923 S. Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007(p) 704.586.0373(f)

DATE: 12/22/2014

REVISION NO: 0

JOB NO: CHP-017

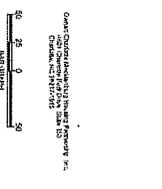
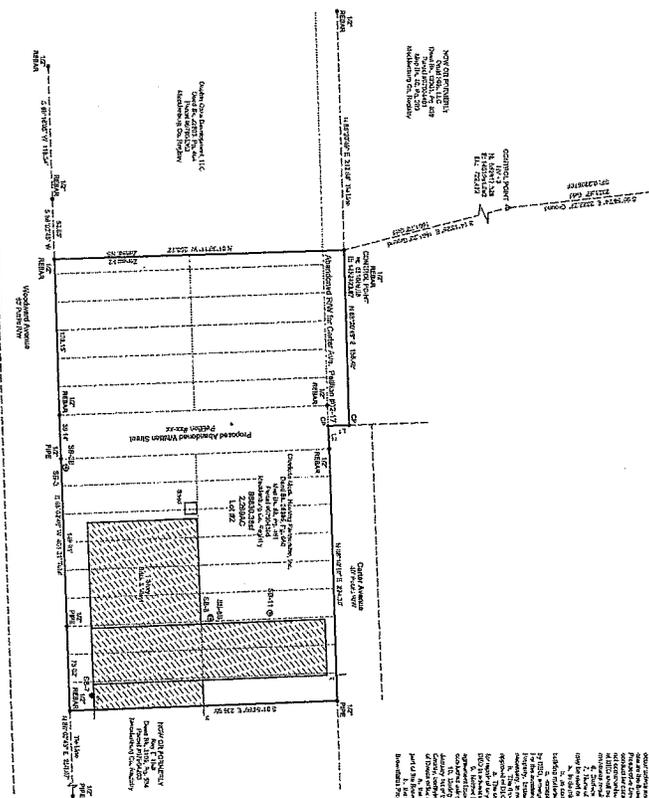
FIGURE NO: 1



Grid	Station	Depth (ft)	Depth (m)	Construction	Excavated	Backfill
1033	0+00	0.00	0.00	1:1	3.0	3.0
1033	0+10	0.10	0.30	1:1	3.0	3.0
1033	0+20	0.20	0.60	1:1	3.0	3.0
1033	0+30	0.30	0.90	1:1	3.0	3.0
1033	0+40	0.40	1.20	1:1	3.0	3.0
1033	0+50	0.50	1.50	1:1	3.0	3.0
1033	0+60	0.60	1.80	1:1	3.0	3.0
1033	0+70	0.70	2.10	1:1	3.0	3.0
1033	0+80	0.80	2.40	1:1	3.0	3.0
1033	0+90	0.90	2.70	1:1	3.0	3.0
1033	1+00	1.00	3.00	1:1	3.0	3.0
1033	1+10	1.10	3.30	1:1	3.0	3.0
1033	1+20	1.20	3.60	1:1	3.0	3.0
1033	1+30	1.30	3.90	1:1	3.0	3.0
1033	1+40	1.40	4.20	1:1	3.0	3.0
1033	1+50	1.50	4.50	1:1	3.0	3.0
1033	1+60	1.60	4.80	1:1	3.0	3.0
1033	1+70	1.70	5.10	1:1	3.0	3.0
1033	1+80	1.80	5.40	1:1	3.0	3.0
1033	1+90	1.90	5.70	1:1	3.0	3.0
1033	2+00	2.00	6.00	1:1	3.0	3.0

Notes:
 1. Elevation is in feet above mean sea level.
 2. All elevations are based on the datum of the vertical curve.
 3. The vertical curve is a parabolic curve.
 4. The vertical curve length is 100 feet.
 5. The vertical curve starts at station 0+00 and ends at station 2+00.
 6. The vertical curve has a grade of 1.0%.

Legend:
 - Proposed Pavement
 - Proposed Gravel
 - Proposed Earth
 - Proposed Concrete
 - Proposed Asphalt
 - Proposed Bituminous
 - Proposed Gravel
 - Proposed Earth
 - Proposed Concrete
 - Proposed Asphalt
 - Proposed Bituminous



Owner: Charlotte Housing Partnership, LLC
 Project: 1033 Carter Avenue
 Date: 10/14/2015

Drawn by: S. Dyer
 Checked by: S. Dyer
 Date: 10/14/2015

Scale: 1" = 20'
 Date: 10/14/2015

North Arrow

Notes:
 1. All elevations are in feet above mean sea level.
 2. All elevations are based on the datum of the vertical curve.
 3. The vertical curve is a parabolic curve.
 4. The vertical curve length is 100 feet.
 5. The vertical curve starts at station 0+00 and ends at station 2+00.
 6. The vertical curve has a grade of 1.0%.

Legend:
 - Proposed Pavement
 - Proposed Gravel
 - Proposed Earth
 - Proposed Concrete
 - Proposed Asphalt
 - Proposed Bituminous

Owner & Prospective Developer: Charlotte Mecklenburg Housing Partnership
 EXHIBIT 'B' to the Notice of Brownfields Property - SURVEY PLAN
 City of Charlotte, Mecklenburg County, NC
 1033 Carter Avenue, Charlotte, NC, 28205 (Parcel #07904305)

DATE: 10/14/2015
 SCALE: 1" = 20'
 N15173

DRAWN BY: S. Dyer
 CHECKED BY: S. Dyer
 DATE: 10/14/2015

Owner & Prospective Developer: Charlotte Mecklenburg Housing Partnership
 EXHIBIT 'B' to the Notice of Brownfields Property - SURVEY PLAN
 City of Charlotte, Mecklenburg County, NC
 1033 Carter Avenue, Charlotte, NC, 28205 (Parcel #07904305)

DATE: 10/14/2015
 SCALE: 1" = 20'
 N15173

DRAWN BY: S. Dyer
 CHECKED BY: S. Dyer
 DATE: 10/14/2015

DATE: 10/14/2015
 SCALE: 1" = 20'
 N15173

DRAWN BY: S. Dyer
 CHECKED BY: S. Dyer
 DATE: 10/14/2015

DATE: 10/14/2015
 SCALE: 1" = 20'
 N15173

DRAWN BY: S. Dyer
 CHECKED BY: S. Dyer
 DATE: 10/14/2015

DATE: 10/14/2015
 SCALE: 1" = 20'
 N15173

NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294



EXHIBIT C

Beginning at a ½" rebar, said rebar being located S 14°13'25" E 1801.93 feet from control point HV-3, said point also being on the northern right-of-way of abandoned Carter Ave. (Petition #02-17); thence with the northern right-of-way of abandoned Carter Avenue (Petition #02-17) and along the property line of now or formerly Druid Hills, LLC (Deed Bk. 13301, Pg. 839), N 88°20'49" E 155.40 feet to a calculated point, said point being located on the right-of-way of Carter Avenue (40' Public R/W); thence with the right-of-way of Carter Avenue (40' Public R/W) the following three (3) calls: (1) S 01°49'50" E 18.99 feet to a calculated point; (2) N 86°34'57" E 20.46 feet to a ½" rebar; (3) N 88°10'10" E 224.30 feet to a ½" pipe, said pipe being a common corner with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594); thence with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594), S 01°54'59" E 238.95 feet to a ½" rebar, said rebar being located on the northern right-of-way of Woodward Avenue (50' Public R/W) and being located S 88°02'45" W 250.07' from a ½" pipe; thence with the northern right-of-way of Woodward Avenue (50' Public R/W), S 88°02'45" W , passing a ½" pipe at 75.02 feet, a ½" pipe at 224.03 feet, a ½" rebar at 263.17 feet, a total distance of 401.31 feet to a ½" rebar, said rebar being on the northern right-of-way of Woodward Avenue (50' Public R/W), said rebar also being located N 88°02'45" E 53.85 feet from a ½" rebar and being a common corner with the property now or formerly of Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464); thence with the property line of now or formerly Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464), N 01°39'11" W 258.72 feet to the POINT AND PLACE OF BEGINNING and containing 2.269 AC as surveyed by NorStar Land Surveying, Inc.

Courier: _____

Charge \$ _____ Time _____ Mileage _____



Parker Poe

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

Attorney Name Stukes

Delivery Pickup: Filing

Client No. 130409

Date/Time In: 11/6 12

Date/Needed By: 11/6 2

REQUEST FOR COURIER SERVICE

Name Honorable Dan Clodfelter, Mayor

Company Ches-Meck Gov't Center

Address 600 EAST 4th ST.

Floor/Suite _____

Special Instructions _____

please get signature

Received by P. H. Rice Date 11/6/15 Time 12:14



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

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

November 6, 2015

VIA HAND DELIVERY

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

**Re: Precision Dynamics – 1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project
#18002-14-060)**

Dear Mayor Clodfelter:

I am writing to provide you with information concerning a project located at 1033 Carter Avenue (Mecklenburg County Tax Parcel Identification Number 07904305), Charlotte, Mecklenburg County, North Carolina.

Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP") 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 CMHP'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

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

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 November 9, 2015, 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: Charlotte-Mecklenburg Housing Partnership, Inc.
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 2015 by Charlotte-Mecklenburg Housing Partnership, Inc. (“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 approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The Brownfields Property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the Brownfields Property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The

Brownfields Property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil is contaminated on the Brownfields Property due to historical activities.

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. The Brownfields Agreement includes one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

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 Brownfields 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

a. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

b. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

c. "Office" refers to the rendering of business or professional services including services in

support of a brewery and catering business and related facilities and activities;

d. "Restaurant" refers to a business where meals are prepared and served to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

e. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

3. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 of Exhibit A hereto; and

c. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

4. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken in accordance with the plan required by paragraph 3 above;

b. soil grading and cut and fill actions;

c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

5. After conclusion of the redevelopment period referenced in paragraph 3 above, as determined by

DEQ, no activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

6. Surface water and groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in paragraph 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 stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 7 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.

8. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a "park" does not include an outdoor dining area or courtyard associated with a restaurant use.

- a. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

9. 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.

10. 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 Brownfields Property as of January 1st 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 1st, 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; and

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.

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__.

Charlotte-Mecklenburg Housing Partnership, Inc.

By: _____
Julie A. Porter
President

NORTH CAROLINA
MECKLENBURG 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
Deputy 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 Mecklenburg County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Charlotte-Mecklenburg Housing Partnership, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Precision Dynamics
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	1033 Carter Avenue
Brownfields Project # 18002-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

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

Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”) is a North Carolina non-profit corporation that was formed on July 5, 1988. Its registered agent is Patricia Garrett; its registered office and mailing address is 4601 Charlotte Park Drive, Suite 350, Charlotte, North Carolina 28217. The property that is the subject of this Agreement is approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil

is contaminated on the property due to historical activities. 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 CMHP for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit CMHP 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 CMHP.

III. STATEMENT OF FACTS

3. The Property comprises 2.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses.

4. The Property is bordered to the north by Carter Avenue with residential homes beyond; to the south by Woodward Avenue and the site of the former Charlotte Army Missile Plant (the subject of N.C. Brownfields Project No. 11044-07-060, now in commercial use); to the east by land used for industrial and commercial purposes; and to the west by land owned by Double Oaks Development for recreational use, specifically a community pool.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Environmental Summary & Brownfields Status	Hart & Hickman	April 15, 2015
Additional Soil Assessment- Potential County Parcel	Hart & Hickman	May 12, 2014
Additional Assessment of Soil Metals 1033 Carter Avenue	Hart & Hickman	February 7, 2014
Asbestos Survey Former Precision Dynamics Facility	Hart & Hickman	December 12, 2013
Phase I and II ESA 1033 Carter Avenue	Hart & Hickman	October 9, 2013
Phase I ESA	Apex Companies LLC	May 11, 2007

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

a. Prior to 1954, the Property was undeveloped land. After this date, it was developed as machine shop. Additions to the original building occurred in 1972 and 1981. Presently, an approximately 22,620 sq. ft. split level manufacturing building with 7,020 sq. ft. office space is on the Property. The building is steel and masonry with exterior brick and metal siding. The surrounding area is a concrete and asphalt loading pad area and asphalt paved parking lot.

b. From 1954 until late 2000s, a machine shop operated on the Property. The following companies operated on the Property: 1959-1989 Southern Machine Products, Inc.; 1964-1974 Teague Engineering and Machine Co.; 1994-2005 Precision Dynamics, Inc.

c. Historically, site operations included: machining, turning, manual, milling, manual lathe, grinding, honing, sawing, welding, brazing, heat treatment, & plating. Plating activities were reportedly outsourced and no dipping vats or basins were onsite. Most recently, the Property was leased to Diversified Enterprises of the Carolinas LLC (DEC) a demolition company. DEC previously stored hazardous and non-hazardous material on the Property.

d. On February 5, 2014, the Prospective Developer acquired the Property.

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

a. On November 2, 2010, a Notice of Brownfields Property (“NBP”) was recorded between MV Hercules and DEQ for the adjacent property to the south at the Mecklenburg County Register of Deeds’ Office Book 26034 Page 614-651, Plat Map Book 52 Page 810. This parcel was part of the Charlotte Army Missile Plant (“CAMP”) from 1941

through 1967 and has impacted soil, groundwater, and vapor.

b. In 2011, after a petroleum spill on the Property, DEC contracted with HEPACO to conduct cleanup response at a downgradient creek and 2.4 tons of impacted soils were removed from the Property.

c. The following environmental issues will be addressed during redevelopment in land use restriction number 15.c: former heating oil underground storage tank; aboveground storage tank for waste oil; metal slag and scattered poured metal on the ground; and any crushed tanks or debris on the Property.

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

a. Groundwater impacts on the Property are minor and the samples collected do not exceed state groundwater quality standards.

b. Soil impacts on the property are related to the historical operations at the machine shop. Metals were detected in soil samples above state screening levels. The following table sets forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (March

2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level ¹ (mg/kg)
Arsenic	SB-3	0-0.5	9/17/2013	21	3.0
Arsenic	SB-3	2-2.5	9/17/2013	5.0	3.0
Arsenic	SB-7	0.4-1	9/17/2013	3.4	3.0
Arsenic	SB-8	0-0.5	9/17/2013	4.6	3.0
Arsenic	SB-8	2-2.5	9/17/2013	18	3.0
Arsenic	SB-11	1-2	1/24/2014	27	3.0
Arsenic	SB-8B	4-5	1/24/2014	22	3.0
Chromium ⁺⁶	SB-3	0-0.5	9/17/2013	6.7	6.3
Chromium ⁺⁶	SB-3	2-2.5	9/17/2013	7.1	6.3
Chromium ⁺⁶	SB-7	0.4-1	9/17/2013	6.6	6.3
Chromium ⁺⁶	SB-8	0-0.5	9/17/2013	8.6	6.3
Chromium ⁺⁶	SB-8	2-2.5	9/17/2013	7.8	6.3
Thallium	SB-7	0.4-1	9/17/2013	2.7	2.4
Thallium	SB-3B	9-10	1/24/2014	3.7	2.4

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NE – No established screening level

*Concentration believed to represent naturally occurring background level of metal in soil.

⁺⁶ indicated Hexavalent Chromium is present.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations 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 dated January 7, 2014 and revised on August 31, 2015, acquiring the Property on February 5, 2014 and conducting minor housekeeping activities in the building on the Property.

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. a return to productive use of the Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions; and
- e. “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, which may include 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 and 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

i. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

iii. "Office" refers to the rendering of business or professional services including services in support of a brewery and catering business and related facilities and activities;

iv. "Restaurant" refers to a business where meals are prepared and served

to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

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

b. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

c. Physical redevelopment of the Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in paragraph 7 and 8; and

iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

d. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the

Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken in accordance with the plan required by subparagraph 15.c above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

e. After conclusion of the redevelopment period referenced in subparagraph 15.c, as determined by DEQ, no activity that disturbs soil on the Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-

ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

f. Surface water and groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

g. None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 8 in 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 stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 15.g. 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.

h. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a “park” does not include an outdoor dining area or courtyard associated with a restaurant use.

i. The owner of any portion of the Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

j. 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.

k. 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 1st 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 1st, 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; and

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.

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.j. 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 XVI (Notices and Submissions), though: (i) financial figures related to the conveyance may be redacted and (ii) such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable). If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (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 XVI (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 XVI.

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 except under emergency or eminent threat situations. DEQ agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such 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 U.S.C. § 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 that committed to in the Brownfields Property Application dated January 7, 2014 and revised on August 31, 2015 by which it applied for this Agreement. That use is brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a

brewery and catering business with associated uses. 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. The Department 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 in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DEQ that the Property is fit for any particular purpose, nor 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.a 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, 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. 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 non-privileged 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:

Julie A. Porter, President

Charlotte-Mecklenburg Housing Partnership
4601 Charlotte Park Drive, Suite 350
Charlotte, NC 27217

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:

Michael E. Scott
Deputy Director, Division of Waste Management

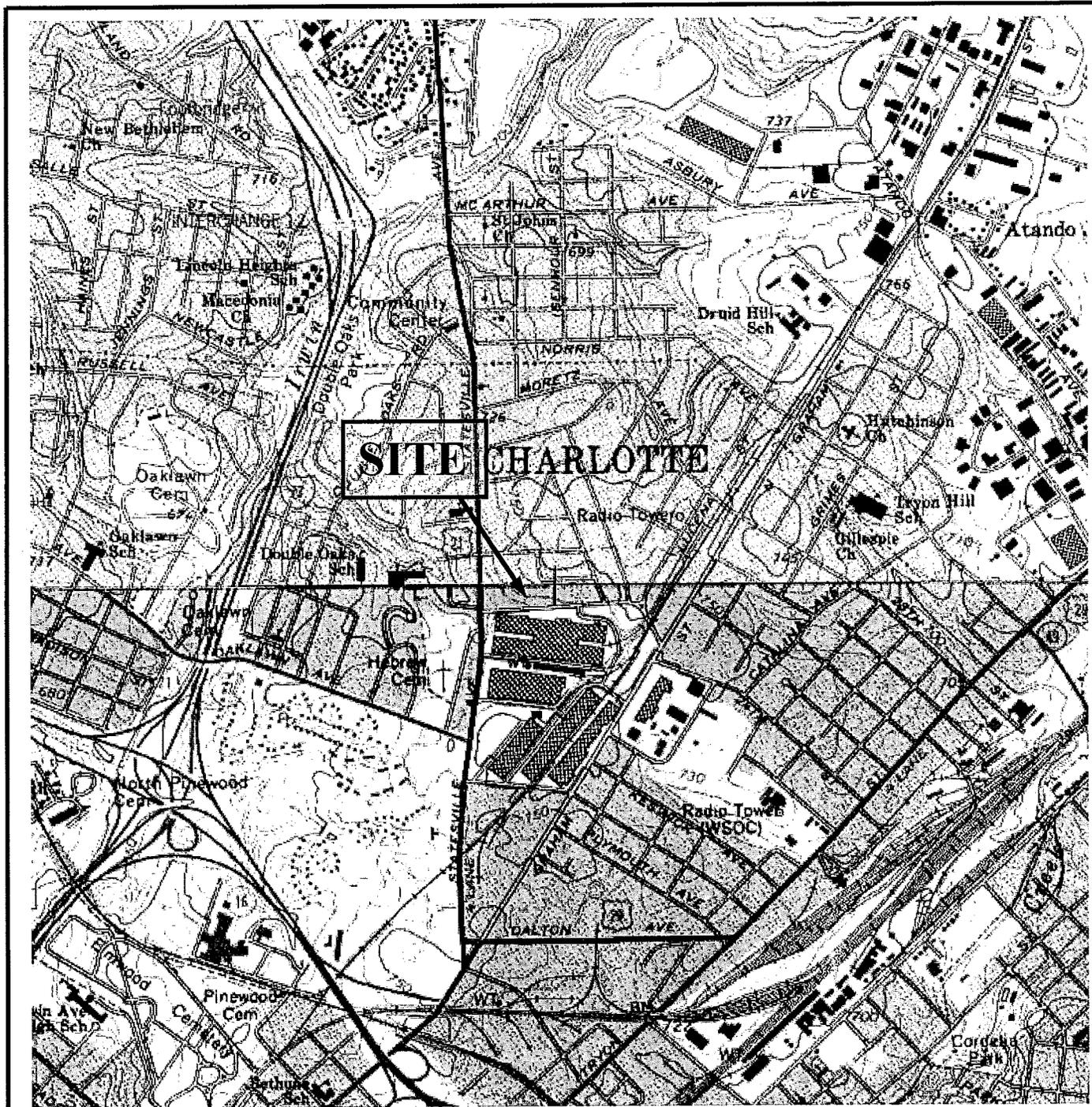
Date

IT IS SO AGREED:
Charlotte-Mecklenburg Housing Partnership, Inc.
By:

Julie A. Porter
President

Date

EXHIBIT 1



APPROXIMATE
0 2000 4000



SCALE IN FEET

DERITA, NORTH CAROLINA 1996
CHARLOTTE EAST, NORTH CAROLINA 1991

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES (TOPOGRAPHIC)

SITE VICINITY MAP

Former Precision Dynamics Property
1033 Carter Avenue
Charlotte, North Carolina

hart hickman

2923 S. Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007(p) 704.586.0373(f)

DATE: 12/22/2014

REVISION NO: 0

JOB NO: CHP-017

FIGURE NO: 1

EXHIBIT C

Beginning at a ½" rebar, said rebar being located S 14°13'25" E 1801.93 feet from control point HV-3, said point also being on the northern right-of-way of abandoned Carter Ave. (Petition #02-17); thence with the northern right-of-way of abandoned Carter Avenue (Petition #02-17) and along the property line of now or formerly Druid Hills, LLC (Deed Bk. 13301, Pg. 839), N 88°20'49" E 155.40 feet to a calculated point, said point being located on the right-of-way of Carter Avenue (40' Public R/W); thence with the right-of-way of Carter Avenue (40' Public R/W) the following three (3) calls: (1) S 01°49'50" E 18.99 feet to a calculated point; (2) N 86°34'57" E 20.46 feet to a ½" rebar; (3) N 88°10'10" E 224.30 feet to a ½" pipe, said pipe being a common corner with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594); thence with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594), S 01°54'59" E 238.95 feet to a ½" rebar, said rebar being located on the northern right-of-way of Woodward Avenue (50' Public R/W) and being located S 88°02'45" W 250.07' from a ½" pipe; thence with the northern right-of-way of Woodward Avenue (50' Public R/W), S 88°02'45" W , passing a ½" pipe at 75.02 feet, a ½" pipe at 224.03 feet, a ½" rebar at 263.17 feet, a total distance of 401.31 feet to a ½" rebar, said rebar being on the northern right-of-way of Woodward Avenue (50' Public R/W), said rebar also being located N 88°02'45" E 53.85 feet from a ½" rebar and being a common corner with the property now or formerly of Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464); thence with the property line of now or formerly Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464), N 01°39'11" W 258.72 feet to the POINT AND PLACE OF BEGINNING and containing 2.269 AC as surveyed by NorStar Land Surveying, Inc.

7014 2870 0001 5741 4115

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Postage	\$
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To **Cynthia W. Smith**
 Street & Apt. No. **1022 Carter Avenue**
 or PO Box No. **Charlotte, NC 28206**
 City, State, ZIP+4

PS Form 3800, July 2014 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:

Cynthia W. Smith
1022 Carter Avenue
Charlotte, NC 28206

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X <i>CW Smith</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

2. Article Number (Transfer from service lat) **7014 2870 0001 5741 4115**



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Cynthia W. Smith
1022 Carter Avenue
Charlotte, NC 28206

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

Ms. Smith:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

PPAB 2986755v1

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

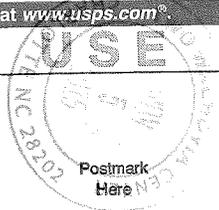
Postmark Here

Sent To
Annie M. and Ernest Wilson
1038 Carter Avenue
Charlotte, NC 28206

Street & Apt. No. or PO Box No.
 City, State, ZIP+4

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0001 5741 4160



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. <p>1. Article Addressed to:</p> <p style="text-align: center; font-size: 1.1em;">Annie M. and Ernest Wilson 1038 Carter Avenue Charlotte, NC 28206</p> <p>2. Article Number <i>(Transfer from service label)</i></p>	<p>A. Received by <i>(Please Print Clearly)</i> B. Date of Delivery</p> <hr/> <p>C. Signature <input checked="" type="checkbox"/> <i>Annie M. Wilson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <hr/> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? <i>(Extra Fee)</i> <input type="checkbox"/> Yes</p>
PS Form 3811, March 2001	<p style="font-size: 1.2em; font-weight: bold;">7014 2870 0001 5741 4160</p> <p>Domestic Return Receipt 102595-01-M-1424</p>



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

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

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Annie M. and Ernest Wilson
1038 Carter Avenue
Charlotte, NC 282026

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

Mr. and Mrs. Wilson:

I understand that you are the owners of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

If you are not the current owners 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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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

Courier: _____

Charge \$ _____ Time _____ Mileage _____

Attorney Name Stukes

Delivery Pickup: Filing

Client No. 130409

Date/Time In: 11/6/12

Date/Needed By: 11/6/12



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

REQUEST FOR COURIER SERVICE

Name Honorable Dan Clodfelter, Mayor

Company Ches-Meck Gov't Center

Address 1000 East 4th St.

Floor/Suite _____

Special Instructions _____

please get signature

Received by P. Price Date 11/6/15 Time 12:14



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

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

November 6, 2015

VIA HAND DELIVERY

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

**Re: Precision Dynamics – 1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project
#18002-14-060)**

Dear Mr. Carlee:

I am writing to provide you with information concerning a project located at 1033 Carter Avenue, Charlotte, Mecklenburg County, North Carolina.

Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP") 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 CMHP'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

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

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 November 9, 2015, 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: Charlotte-Mecklenburg Housing Partnership, Inc.
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 2015 by Charlotte-Mecklenburg Housing Partnership, Inc. (“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 approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The Brownfields Property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the Brownfields Property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The

Brownfields Property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil is contaminated on the Brownfields Property due to historical activities.

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. The Brownfields Agreement includes one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

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 Brownfields 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

a. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

b. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

c. "Office" refers to the rendering of business or professional services including services in

support of a brewery and catering business and related facilities and activities;

d. "Restaurant" refers to a business where meals are prepared and served to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

e. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

3. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 of Exhibit A hereto; and

c. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

4. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken in accordance with the plan required by paragraph 3 above;

b. soil grading and cut and fill actions;

c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

5. After conclusion of the redevelopment period referenced in paragraph 3 above, as determined by

DEQ, no activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

6. Surface water and groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in paragraph 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 stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 7 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.

8. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a "park" does not include an outdoor dining area or courtyard associated with a restaurant use.

- a. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

9. 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.

10. 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 Brownfields Property as of January 1st 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 1st, 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; and

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.

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__.

Charlotte-Mecklenburg Housing Partnership, Inc.

By: _____
Julie A. Porter
President

NORTH CAROLINA
MECKLENBURG 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
Deputy 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 Mecklenburg County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Charlotte-Mecklenburg Housing Partnership, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Precision Dynamics
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	1033 Carter Avenue
Brownfields Project # 18002-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

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

Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”) is a North Carolina non-profit corporation that was formed on July 5, 1988. Its registered agent is Patricia Garrett; its registered office and mailing address is 4601 Charlotte Park Drive, Suite 350, Charlotte, North Carolina 28217. The property that is the subject of this Agreement is approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil

is contaminated on the property due to historical activities. 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 CMHP for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit CMHP 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 CMHP.

III. STATEMENT OF FACTS

3. The Property comprises 2.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses.

4. The Property is bordered to the north by Carter Avenue with residential homes beyond; to the south by Woodward Avenue and the site of the former Charlotte Army Missile Plant (the subject of N.C. Brownfields Project No. 11044-07-060, now in commercial use); to the east by land used for industrial and commercial purposes; and to the west by land owned by Double Oaks Development for recreational use, specifically a community pool.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Environmental Summary & Brownfields Status	Hart & Hickman	April 15, 2015
Additional Soil Assessment- Potential County Parcel	Hart & Hickman	May 12, 2014
Additional Assessment of Soil Metals 1033 Carter Avenue	Hart & Hickman	February 7, 2014
Asbestos Survey Former Precision Dynamics Facility	Hart & Hickman	December 12, 2013
Phase I and II ESA 1033 Carter Avenue	Hart & Hickman	October 9, 2013
Phase I ESA	Apex Companies LLC	May 11, 2007

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

a. Prior to 1954, the Property was undeveloped land. After this date, it was developed as machine shop. Additions to the original building occurred in 1972 and 1981. Presently, an approximately 22,620 sq. ft. split level manufacturing building with 7,020 sq. ft. office space is on the Property. The building is steel and masonry with exterior brick and metal siding. The surrounding area is a concrete and asphalt loading pad area and asphalt paved parking lot.

b. From 1954 until late 2000s, a machine shop operated on the Property. The following companies operated on the Property: 1959-1989 Southern Machine Products, Inc.; 1964-1974 Teague Engineering and Machine Co.; 1994-2005 Precision Dynamics, Inc.

c. Historically, site operations included: machining, turning, manual, milling, manual lathe, grinding, honing, sawing, welding, brazing, heat treatment, & plating. Plating activities were reportedly outsourced and no dipping vats or basins were onsite. Most recently, the Property was leased to Diversified Enterprises of the Carolinas LLC (DEC) a demolition company. DEC previously stored hazardous and non-hazardous material on the Property.

d. On February 5, 2014, the Prospective Developer acquired the Property.

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

a. On November 2, 2010, a Notice of Brownfields Property ("NBP") was recorded between MV Hercules and DEQ for the adjacent property to the south at the Mecklenburg County Register of Deeds' Office Book 26034 Page 614-651, Plat Map Book 52 Page 810. This parcel was part of the Charlotte Army Missile Plant ("CAMP") from 1941

through 1967 and has impacted soil, groundwater, and vapor.

b. In 2011, after a petroleum spill on the Property, DEC contracted with HEPACO to conduct cleanup response at a downgradient creek and 2.4 tons of impacted soils were removed from the Property.

c. The following environmental issues will be addressed during redevelopment in land use restriction number 15.c: former heating oil underground storage tank; aboveground storage tank for waste oil; metal slag and scattered poured metal on the ground; and any crushed tanks or debris on the Property.

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

a. Groundwater impacts on the Property are minor and the samples collected do not exceed state groundwater quality standards.

b. Soil impacts on the property are related to the historical operations at the machine shop. Metals were detected in soil samples above state screening levels. The following table sets forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (March

2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level ¹ (mg/kg)
Arsenic	SB-3	0-0.5	9/17/2013	21	3.0
Arsenic	SB-3	2-2.5	9/17/2013	5.0	3.0
Arsenic	SB-7	0.4-1	9/17/2013	3.4	3.0
Arsenic	SB-8	0-0.5	9/17/2013	4.6	3.0
Arsenic	SB-8	2-2.5	9/17/2013	18	3.0
Arsenic	SB-11	1-2	1/24/2014	27	3.0
Arsenic	SB-8B	4-5	1/24/2014	22	3.0
Chromium ⁺⁶	SB-3	0-0.5	9/17/2013	6.7	6.3
Chromium ⁺⁶	SB-3	2-2.5	9/17/2013	7.1	6.3
Chromium ⁺⁶	SB-7	0.4-1	9/17/2013	6.6	6.3
Chromium ⁺⁶	SB-8	0-0.5	9/17/2013	8.6	6.3
Chromium ⁺⁶	SB-8	2-2.5	9/17/2013	7.8	6.3
Thallium	SB-7	0.4-1	9/17/2013	2.7	2.4
Thallium	SB-3B	9-10	1/24/2014	3.7	2.4

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NE – No established screening level

*Concentration believed to represent naturally occurring background level of metal in soil.

⁺⁶ indicated Hexavalent Chromium is present.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations 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 dated January 7, 2014 and revised on August 31, 2015, acquiring the Property on February 5, 2014 and conducting minor housekeeping activities in the building on the Property.

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. a return to productive use of the Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions; and
- e. “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, which may include 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 and 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

i. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

iii. "Office" refers to the rendering of business or professional services including services in support of a brewery and catering business and related facilities and activities;

iv. "Restaurant" refers to a business where meals are prepared and served

to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

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

b. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

c. Physical redevelopment of the Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in paragraph 7 and 8; and

iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

d. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the

Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken in accordance with the plan required by subparagraph 15.c above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

e. After conclusion of the redevelopment period referenced in subparagraph 15.c, as determined by DEQ, no activity that disturbs soil on the Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-

ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

f. Surface water and groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

g. None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 8 in 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 stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 15.g. 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.

h. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a “park” does not include an outdoor dining area or courtyard associated with a restaurant use.

i. The owner of any portion of the Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

j. 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.

k. 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 1st 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 1st, 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; and

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.

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.j. 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 XVI (Notices and Submissions), though: (i) financial figures related to the conveyance may be redacted and (ii) such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable). If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (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 XVI (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 XVI.

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 except under emergency or eminent threat situations. DEQ agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such 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 U.S.C. § 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 that committed to in the Brownfields Property Application dated January 7, 2014 and revised on August 31, 2015 by which it applied for this Agreement. That use is brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a

brewery and catering business with associated uses. 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. The Department 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 in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DEQ that the Property is fit for any particular purpose, nor 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.a 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, 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. 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 non-privileged 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:

Julie A. Porter, President

Charlotte-Mecklenburg Housing Partnership
4601 Charlotte Park Drive, Suite 350
Charlotte, NC 27217

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:

Michael E. Scott
Deputy Director, Division of Waste Management

Date

IT IS SO AGREED:
Charlotte-Mecklenburg Housing Partnership, Inc.
By:

Julie A. Porter
President

Date

EXHIBIT 1



APPROXIMATE
0 2000 4000



SCALE IN FEET

DERITA, NORTH CAROLINA 1996
CHARLOTTE EAST, NORTH CAROLINA 1991

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES (TOPOGRAPHIC)

SITE VICINITY MAP

Former Precision Dynamics Property
1033 Carter Avenue
Charlotte, North Carolina



2923 S. Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007(p) 704.586.0373(f)

DATE: 12/22/2014

REVISION NO: 0

JOB NO: CHP-017

FIGURE NO: 1

EXHIBIT C

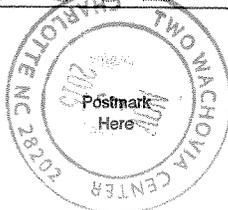
Beginning at a ½" rebar, said rebar being located S 14°13'25" E 1801.93 feet from control point HV-3, said point also being on the northern right-of-way of abandoned Carter Ave. (Petition #02-17); thence with the northern right-of-way of abandoned Carter Avenue (Petition #02-17) and along the property line of now or formerly Druid Hills, LLC (Deed Bk. 13301, Pg. 839), N 88°20'49" E 155.40 feet to a calculated point, said point being located on the right-of-way of Carter Avenue (40' Public R/W); thence with the right-of-way of Carter Avenue (40' Public R/W) the following three (3) calls: (1) S 01°49'50" E 18.99 feet to a calculated point; (2) N 86°34'57" E 20.46 feet to a ½" rebar; (3) N 88°10'10" E 224.30 feet to a ½" pipe, said pipe being a common corner with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594); thence with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594), S 01°54'59" E 238.95 feet to a ½" rebar, said rebar being located on the northern right-of-way of Woodward Avenue (50' Public R/W) and being located S 88°02'45" W 250.07' from a ½" pipe; thence with the northern right-of-way of Woodward Avenue (50' Public R/W), S 88°02'45" W , passing a ½" pipe at 75.02 feet, a ½" pipe at 224.03 feet, a ½" rebar at 263.17 feet, a total distance of 401.31 feet to a ½" rebar, said rebar being on the northern right-of-way of Woodward Avenue (50' Public R/W), said rebar also being located N 88°02'45" E 53.85 feet from a ½" rebar and being a common corner with the property now or formerly of Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464); thence with the property line of now or formerly Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464), N 01°39'11" W 258.72 feet to the POINT AND PLACE OF BEGINNING and containing 2.269 AC as surveyed by NorStar Land Surveying, Inc.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	



MKS 11/6

<i>Sent To</i>	Druid Hills, LLC
<i>Street & Apt. No. or PO Box No.</i>	4601 Charlotte Park Drive Suite 350
<i>City, State, ZIP+4</i>	Charlotte, NC 28217

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0001 5741 4177

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Received by (Please Print Clearly) <u>Brittany Hardy</u> B. Date of Delivery <u>11/21/15</u></p> <p>C. Signature <u>Brittany Hardy</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Druid Hills, LLC 4601 Charlotte Park Drive Suite 350 Charlotte, NC 28217</p> </div>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center; font-size: 1.2em;">7014 2870 0001 5741 4177</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

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

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Druid Hills, LLC
4601 Charlotte Park Drive
Suite 350
Charlotte, NC 28217

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

To Whom it May Concern:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

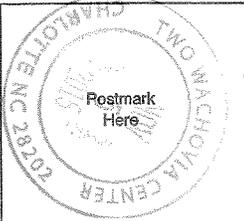
Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date this Notice is (1) published in a newspaper of general circulation serving the area in which the Property is located, (2) conspicuously posted at the Property, and (3) mailed or delivered 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 November 9, 2015, 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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

MKS W/L

<i>Sent To</i>	Mr. Ray Hall
<i>Street & Apt. No. or PO Box No.</i>	2116 The Plaza
<i>City, State, ZIP+4</i>	Charlotte, NC 28205

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0001 5741 4146

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:

Mr. Ray Hall
2116 The Plaza
Charlotte, NC 28205

COMPLETE THIS SECTION ON DELIVERY

A. Received by (<i>Please Print Clearly</i>)	B. Date of Delivery
C. Signature	
	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

2. Article Number 7014 2870 0001 5741 4146
(Transfer from service label)



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Ray Hall
2116 The Plaza
Charlotte, NC 28205

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

Mr. Hall:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

PPAB 2986762v1

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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

Courier: _____

Charge \$ _____ Time _____ Mileage _____



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

Attorney Name Stukes

Delivery Pickup: Filing

Client No. 136409

Date/Time In: 11/6 noon

Date/Needed By: 11/6 2

REQUEST FOR COURIER SERVICE

Name Marcus Plescia

Company Mecklenburg County Health Director

Address 249 Billingsley rd
28211 Floor/Suite _____

Special Instructions _____

please get signature

Received by [Signature] Date _____ Time _____



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

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

November 6, 2015

VIA HAND DELIVERY

Mr. Marcus Plescia, MD, MPH
Mecklenburg County Health Director
249 Billingsley Road
Charlotte, NC 28211

Re: **Precision Dynamics – 1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Notice of Intent to Redevelop a Brownfields Property (Brownfields Project
#18002-14-060)**

Dear Dr. Plescia:

I am writing to provide you with information concerning a project located at 1033 Carter Avenue, Charlotte, Mecklenburg County, North Carolina.

Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP") 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 CMHP'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

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

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 November 9, 2015, 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: Charlotte-Mecklenburg Housing Partnership, Inc.
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 2015 by Charlotte-Mecklenburg Housing Partnership, Inc. (“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 approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The Brownfields Property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the Brownfields Property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The

Brownfields Property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil is contaminated on the Brownfields Property due to historical activities.

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. The Brownfields Agreement includes one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

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 Brownfields 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

a. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

b. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

c. "Office" refers to the rendering of business or professional services including services in

support of a brewery and catering business and related facilities and activities;

d. "Restaurant" refers to a business where meals are prepared and served to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

e. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

3. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 of Exhibit A hereto; and

c. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

4. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken in accordance with the plan required by paragraph 3 above;

b. soil grading and cut and fill actions;

c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

5. After conclusion of the redevelopment period referenced in paragraph 3 above, as determined by

DEQ, no activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

6. Surface water and groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in paragraph 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 stainless steel or building materials; and/or
- c. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 7 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.

8. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a "park" does not include an outdoor dining area or courtyard associated with a restaurant use.

- a. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

9. 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.

10. 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 Brownfields Property as of January 1st 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 1st, 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; and

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.

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__.

Charlotte-Mecklenburg Housing Partnership, Inc.

By: _____
Julie A. Porter
President

NORTH CAROLINA
MECKLENBURG 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
Deputy 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 Mecklenburg County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Charlotte-Mecklenburg Housing Partnership, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Precision Dynamics
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	1033 Carter Avenue
Brownfields Project # 18002-14-060	)	Charlotte, Mecklenburg County

I. INTRODUCTION

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

Charlotte-Mecklenburg Housing Partnership, Inc. (“CMHP”) is a North Carolina non-profit corporation that was formed on July 5, 1988. Its registered agent is Patricia Garrett; its registered office and mailing address is 4601 Charlotte Park Drive, Suite 350, Charlotte, North Carolina 28217. The property that is the subject of this Agreement is approximately 2.27 acres and is the site of the former Precision Dynamics machine shop facility. The property address is 1033 Carter Avenue in Charlotte, North Carolina (Mecklenburg County Tax Parcel Identification Number 07904305). Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses. The property is surrounded by land used for commercial, recreational, residential, and industrial purposes. Soil

is contaminated on the property due to historical activities. 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 CMHP for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit CMHP 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 CMHP.

III. STATEMENT OF FACTS

3. The Property comprises 2.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business with associated uses.

4. The Property is bordered to the north by Carter Avenue with residential homes beyond; to the south by Woodward Avenue and the site of the former Charlotte Army Missile Plant (the subject of N.C. Brownfields Project No. 11044-07-060, now in commercial use); to the east by land used for industrial and commercial purposes; and to the west by land owned by Double Oaks Development for recreational use, specifically a community pool.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Environmental Summary & Brownfields Status	Hart & Hickman	April 15, 2015
Additional Soil Assessment-Potential County Parcel	Hart & Hickman	May 12, 2014
Additional Assessment of Soil Metals 1033 Carter Avenue	Hart & Hickman	February 7, 2014
Asbestos Survey Former Precision Dynamics Facility	Hart & Hickman	December 12, 2013
Phase I and II ESA 1033 Carter Avenue	Hart & Hickman	October 9, 2013
Phase I ESA	Apex Companies LLC	May 11, 2007

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

a. Prior to 1954, the Property was undeveloped land. After this date, it was developed as machine shop. Additions to the original building occurred in 1972 and 1981. Presently, an approximately 22,620 sq. ft. split level manufacturing building with 7,020 sq. ft. office space is on the Property. The building is steel and masonry with exterior brick and metal siding. The surrounding area is a concrete and asphalt loading pad area and asphalt paved parking lot.

b. From 1954 until late 2000s, a machine shop operated on the Property. The following companies operated on the Property: 1959-1989 Southern Machine Products, Inc.; 1964-1974 Teague Engineering and Machine Co.; 1994-2005 Precision Dynamics, Inc.

c. Historically, site operations included: machining, turning, manual, milling, manual lathe, grinding, honing, sawing, welding, brazing, heat treatment, & plating. Plating activities were reportedly outsourced and no dipping vats or basins were onsite. Most recently, the Property was leased to Diversified Enterprises of the Carolinas LLC (DEC) a demolition company. DEC previously stored hazardous and non-hazardous material on the Property.

d. On February 5, 2014, the Prospective Developer acquired the Property.

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

a. On November 2, 2010, a Notice of Brownfields Property (“NBP”) was recorded between MV Hercules and DEQ for the adjacent property to the south at the Mecklenburg County Register of Deeds’ Office Book 26034 Page 614-651, Plat Map Book 52 Page 810. This parcel was part of the Charlotte Army Missile Plant (“CAMP”) from 1941

through 1967 and has impacted soil, groundwater, and vapor.

b. In 2011, after a petroleum spill on the Property, DEC contracted with HEPACO to conduct cleanup response at a downgradient creek and 2.4 tons of impacted soils were removed from the Property.

c. The following environmental issues will be addressed during redevelopment in land use restriction number 15.c: former heating oil underground storage tank; aboveground storage tank for waste oil; metal slag and scattered poured metal on the ground; and any crushed tanks or debris on the Property.

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

a. Groundwater impacts on the Property are minor and the samples collected do not exceed state groundwater quality standards.

b. Soil impacts on the property are related to the historical operations at the machine shop. Metals were detected in soil samples above state screening levels. The following table sets forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (March

2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level ¹ (mg/kg)
Arsenic	SB-3	0-0.5	9/17/2013	21	3.0
Arsenic	SB-3	2-2.5	9/17/2013	5.0	3.0
Arsenic	SB-7	0.4-1	9/17/2013	3.4	3.0
Arsenic	SB-8	0-0.5	9/17/2013	4.6	3.0
Arsenic	SB-8	2-2.5	9/17/2013	18	3.0
Arsenic	SB-11	1-2	1/24/2014	27	3.0
Arsenic	SB-8B	4-5	1/24/2014	22	3.0
Chromium ⁺⁶	SB-3	0-0.5	9/17/2013	6.7	6.3
Chromium ⁺⁶	SB-3	2-2.5	9/17/2013	7.1	6.3
Chromium ⁺⁶	SB-7	0.4-1	9/17/2013	6.6	6.3
Chromium ⁺⁶	SB-8	0-0.5	9/17/2013	8.6	6.3
Chromium ⁺⁶	SB-8	2-2.5	9/17/2013	7.8	6.3
Thallium	SB-7	0.4-1	9/17/2013	2.7	2.4
Thallium	SB-3B	9-10	1/24/2014	3.7	2.4

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NE – No established screening level

*Concentration believed to represent naturally occurring background level of metal in soil.

⁺⁶ indicated Hexavalent Chromium is present.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations 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 dated January 7, 2014 and revised on August 31, 2015, acquiring the Property on February 5, 2014 and conducting minor housekeeping activities in the building on the Property.

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. a return to productive use of the Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions; and
- e. “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, which may include 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 and 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 brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a brewery and catering business and associated uses. For purposes of this restriction, the following definitions apply:

i. "Brewery" refers to an establishment for the production, warehousing, distribution and sale of beverages, including without limitation beer and ale. Warehousing and distribution is the storage of product and dock space for loading and shipment to vendors;

ii. "Retail" refers to the sale of goods, products, or merchandise directly to the consumer including the sales of food and beverage products;

iii. "Office" refers to the rendering of business or professional services including services in support of a brewery and catering business and related facilities and activities;

iv. "Restaurant" refers to a business where meals are prepared and served

to paying customers. This also includes a brewery as establishment for sale of beverages, including beer and ale and catering business as a food and beverage service; and

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

b. Child care centers or adult care centers or schools are prohibited without written approval of DEQ.

c. Physical redevelopment of the Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance that is consistent with all the other land use restrictions and describes redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in paragraph 7 and 8; and

iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

d. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the

Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken in accordance with the plan required by subparagraph 15.c above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

e. After conclusion of the redevelopment period referenced in subparagraph 15.c, as determined by DEQ, no activity that disturbs soil on the Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a above while fully protecting public health and the environment, except that the Prospective Developer need not obtain approval if such activity is conducted in accordance with the EMP. Notwithstanding the above, the Prospective Developer may conduct landscaping activities including without limitation mowing, pruning of above-

ground vegetation, and landscape plantings (providing total depth of the final soil cover is not compromised and the work does not penetrate into impacted soils), 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.

f. Surface water and groundwater at the Property may not be used for any purpose without the prior written approval of DEQ.

g. None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 8 in 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 stainless steel or building materials; and/or

iii. except as fuel or other fluids customarily used in vehicles, landscaping equipment, or, if stored and used in compliance with a plan approved in writing in advance by DEQ, emergency generators.

For the avoidance of doubt, this paragraph 15.g. 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.

h. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ. For purposes of this section, a “park” does not include an outdoor dining area or courtyard associated with a restaurant use.

i. The owner of any portion of the Property where any existing, or subsequently installed, DEQ-approved monitoring well 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.

j. 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.

k. 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 1st 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 1st, 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; and

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.

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.j. 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 XVI (Notices and Submissions), though: (i) financial figures related to the conveyance may be redacted and (ii) such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable). If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (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 XVI (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 XVI.

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 except under emergency or eminent threat situations. DEQ agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such 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 U.S.C. § 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 that committed to in the Brownfields Property Application dated January 7, 2014 and revised on August 31, 2015 by which it applied for this Agreement. That use is brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. Initial plans for redevelopment include a

brewery and catering business with associated uses. 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. The Department 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 in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DEQ that the Property is fit for any particular purpose, nor 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.a 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, 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. 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 non-privileged 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:

Julie A. Porter, President

Charlotte-Mecklenburg Housing Partnership
4601 Charlotte Park Drive, Suite 350
Charlotte, NC 27217

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:

Michael E. Scott
Deputy Director, Division of Waste Management

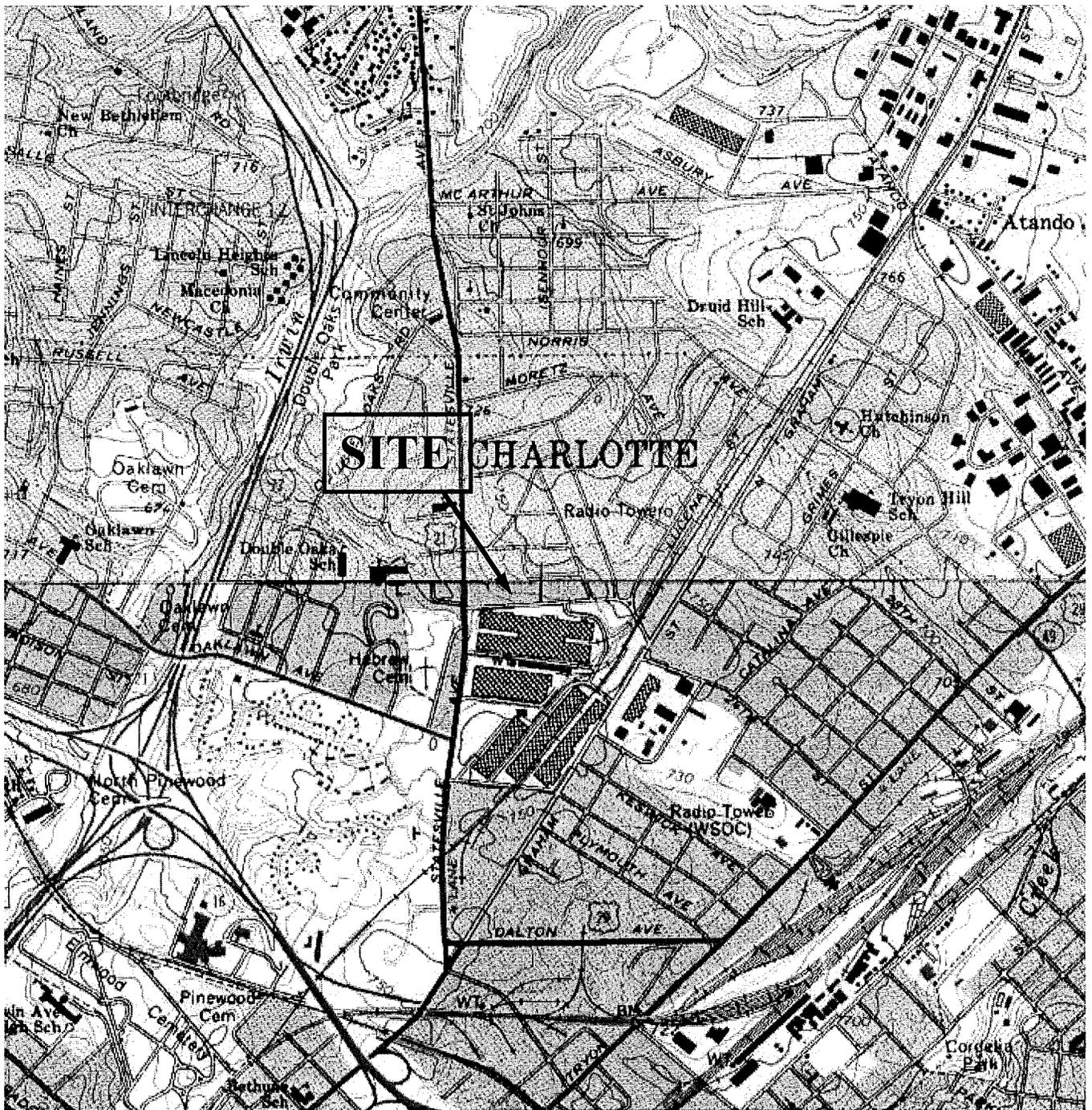
Date

IT IS SO AGREED:
Charlotte-Mecklenburg Housing Partnership, Inc.
By:

Julie A. Porter
President

Date

EXHIBIT 1



APPROXIMATE
0 2000 4000



SCALE IN FEET

DERITA, NORTH CAROLINA 1996
CHARLOTTE EAST, NORTH CAROLINA 1991

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES (TOPOGRAPHIC)

SITE VICINITY MAP

Former Precision Dynamics Property
1033 Carter Avenue
Charlotte, North Carolina

hart hickman

2923 S. Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007(p) 704.586.0373(f)

DATE: 12/22/2014

REVISION NO: 0

JOB NO: CHP-017

FIGURE NO: 1

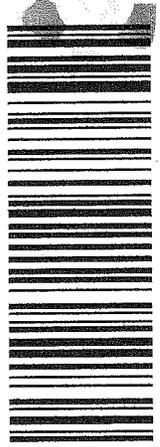
EXHIBIT C

Beginning at a ½" rebar, said rebar being located S 14°13'25" E 1801.93 feet from control point HV-3, said point also being on the northern right-of-way of abandoned Carter Ave. (Petition #02-17); thence with the northern right-of-way of abandoned Carter Avenue (Petition #02-17) and along the property line of now or formerly Druid Hills, LLC (Deed Bk. 13301, Pg. 839), N 88°20'49" E 155.40 feet to a calculated point, said point being located on the right-of-way of Carter Avenue (40' Public R/W); thence with the right-of-way of Carter Avenue (40' Public R/W) the following three (3) calls: (1) S 01°49'50" E 18.99 feet to a calculated point; (2) N 86°34'57" E 20.46 feet to a ½" rebar; (3) N 88°10'10" E 224.30 feet to a ½" pipe, said pipe being a common corner with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594); thence with the property now or formerly of Ray E. Hall (Deed Bk. 3199, Pg. 594), S 01°54'59" E 238.95 feet to a ½" rebar, said rebar being located on the northern right-of-way of Woodward Avenue (50' Public R/W) and being located S 88°02'45" W 250.07' from a ½" pipe; thence with the northern right-of-way of Woodward Avenue (50' Public R/W), S 88°02'45" W , passing a ½" pipe at 75.02 feet, a ½" pipe at 224.03 feet, a ½" rebar at 263.17 feet, a total distance of 401.31 feet to a ½" rebar, said rebar being on the northern right-of-way of Woodward Avenue (50' Public R/W), said rebar also being located N 88°02'45" E 53.85 feet from a ½" rebar and being a common corner with the property now or formerly of Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464); thence with the property line of now or formerly Double Oaks Development, LLC (Deed Bk. 22805, Pg. 464), N 01°39'11" W 258.72 feet to the POINT AND PLACE OF BEGINNING and containing 2.269 AC as surveyed by NorStar Land Surveying, Inc.

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Huntersville, NC 28078

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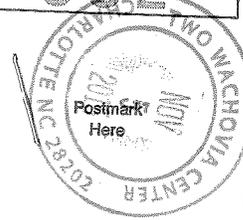
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6937 Sweetfield Dr.
Street & Apt. No. or PO Box No. Huntersville, NC 28078
City, State, ZIP+4

PS Form 3800, July 2014

See Reverse for Instructions



Mary Katherine H. Stukes

Telephone: 704.335.9495

Direct Fax: 704.334.4706

marykatherinestukes@parkerpoe.com

Charleston, SC

Charlotte, NC

Columbia, SC

Raleigh, NC

Spartanburg, SC

November 6, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

J&S Associates, Inc.
6937 Sweetfield Dr.
Huntersville, NC 28078

**Re: Notification of Brownfields Property Redevelopment
Precision Dynamics
1033 Carter Avenue
Charlotte, Mecklenburg County, North Carolina
Brownfields Project #18002-14-060**

To Whom it May Concern:

I understand that you are the owner of property that adjoins property where Charlotte Mecklenburg Housing Partnership ("CMHP") is pursuing a brownfields redevelopment project through a brownfields agreement with the North Carolina Department of Environmental 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 1033 Carter Avenue, Charlotte, Mecklenburg County, NC. The SNI sets forth two locations (at least one of which is local) where the documents related to the brownfields project may be reviewed by the public, and how public input regarding the project may be provided to DEQ.

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 that notice to DEQ.

Best regards,

Mary Katherine H. Stukes

Enclosure

PPAB 2986760v1

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

**Site Name: Precision Dynamics
Brownfields Project Number: 18002-14-060**

Pursuant to NCGS § 130A-310.34, Charlotte-Mecklenburg Housing Partnership, Inc. ("CMHP"), 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, which is the former site of Precision Dynamics, consists of approximately 2.27 acres and is located at 1033 Carter Avenue. Environmental contamination exists on the Property in soil due to historical activities. Redevelopment plans for the property include brewery, retail, office, restaurant, and, if DEQ issues prior written approval, other commercial uses. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and CMHP, 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 N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.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 November 9, 2015, 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