



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500 www.KilpatrickStockton.com

September 11, 2013

direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

VIA UPS OVERNIGHT

Ms. Lisa Taber
Project Manager, Brownfields Program
NC Department of Environment and Natural Resources
Division of Waste Management
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

RE: BROWNFIELDS PROJECT # 15030-11-41

Former Parks Suzuki 2307 & 2309 N. Main Street High Point, Guilford County

Dear Lisa:

As you know, this firm represents Arden Group, the property owner's agent for the above-referenced Brownfields Project. In accordance with the Brownfields Program's requirements, the following **Pre-Public Comment Actions** have been completed for this Project:

- 1. On August 28, 2013, a copy of the full *Notice of Intent to Redevelop a Brownfields Property* ("NI") package was provided to all local governments having jurisdiction over the subject brownfields Property (letters to City of High Point and Guilford County with accompanying proof of delivery are enclosed in Exhibit A).
- 2. On August 28, 2013, a copy of the full NI package was sent via next day delivery to the High Point Public Library where it will be available for public review (letter to High Point Public Library with accompanying proof of delivery is enclosed in Exhibit B).

Ms. Lisa Taber September 11, 2013 Page 2

- 3. On August 28, 2013, a copy of the Summary of the Notice of Intent to Redevelop a Brownfields Property ("SNI") was mailed via United State Postal Service certified mail to each owner of property contiguous to the Brownfields Property (letters with accompanying certified mail documentation (e.g., "green cards") are enclosed in Exhibit C). These letters were sent to the property owner's addresses as listed in the Guilford County public records. For corporate property owners, we sent letters to the registered agent and at least one corporate officer/manager. To avoid confusion, I wish to point out that 2310 and 2316 N. Main Street are owned by the same entity as is 117 and 119 W. Parris Avenue. Also, we have not received green cards from two property owners at this time and we will forward these to you upon receipt.
- On August 28, 2013, an enlarged and laminated version of the SNI was conspicuously posted at the brownfields Property (three photographs of the posted SNI are enclosed in Exhibit D).
- 5. On August 28, 2013, the SNI was published in the *High Point Enterprise*, a newspaper of general circulation serving the area in which the brownfields Property is located (supporting documentation of the publication is enclosed in Exhibit E). We are in the process of obtaining the affidavit of publication and we will forward it to you upon receipt.

In accordance with N.C.G.S. § 130,310.34(b), a public comment period of at least 30 days begins on the latest date of Prospective Developer's completion of the SNI's newspaper publication, posting, and mailing or delivering. As shown above, for this Brownfields Project, the latest date is August 28, 2013.

¹ Building Service Corporation is one of those property owners from whom we have not received a green card. According to North Carolina Secretary of State records, this corporation has been subject to revenue suspension and administrative dissolution as indicated by documents provided in Exhibit C.

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We hereby respectfully request that the Brownfield Program confirm that "day zero" of the Public Comment period for this Brownfields Project is August 28, 2013, the first counting day of the Public Comment period is August 29, 2013, and the final day of the Public Comment period is September 27, 2013.

Sincerely,

Richard Sieg

Enclosures

cc: Stephen R. Berlin (w/o enclosures)
Paul Williams (w/o enclosures)



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via UPS Overnight

Strib Boynton City Manager City of High Point 211 S. Hamilton Street High Point, NC 27260

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Boynton:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying *Notice of Intent to Redevelop a Brownfields Property* is provided to you in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. No response to this letter is necessary.

Thank you for your attention.

Sincerely,

Richard Sieg
Richard Sieg

Attachment

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("N.C.G.S.") Sections 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 Environment and Natural Resources ("DENR"). See N.C.G.S. 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 N.C.G.S. Section 130A-310.35. The party ("prospective developer") who desires to enter into a Brownfields Agreement with DENR 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 DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than August 28, 2013, 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 Head, Brownfields Program Division of Waste Management 1646 Mail Service Center Raleigh, North Carolina 27699-1646

Property Owner:	Parks Holdings, LLC	& Nancy S. Neill
Recorded in Book	, Page	
Associated plat re	corded in Plat Book	Page

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this _____ day of ______, 2013 by [Name of Prospective Developer] (hereafter "Prospective Developer").

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") 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 (hereinafter "NCGS"), Section (hereinafter "§") 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 (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "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 DENR'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 DENR 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 comprises approximately 1.94 acres and is located at 2307 & 2309 North Main Street in High Point, Guilford County, North Carolina. Each parcel has historically been used as a car dealership and service center. Groundwater contamination exists at the site. Petroleum-contaminated soil was documented at the site and residual petroleum may still be present in soils following a cleanup action. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash,

convenience store with storage tanks and dispensers for the sale of petroleum fuels and/or the provision of services, plus related accessory uses such as office, storage and parking areas. The land use restrictions in this Notice place certain requirements on some potential uses of the property.

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

Attached as Exhibit B to this Notice is a reduction, to 8 ½" x 11", of the survey plat component of this Notice. This plat shows areas designated by DENR, 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. The following tables also set forth the type and concentration of the one substance:

Groundwater

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling Date	Concentration Exceeding Standard (µg/L)	2L Standard (μg/L)	Industrial/Co mmercial VI Screening Level (µg/L)
Tetrachloroethene	P-1	6-4-2010	71	0.7	49

Soil

Soil contaminants are in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

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Soil	I Sample	l Denfh	Date of	Concentration	Screening
. 5011	Sample	Depui	Duite of	Concommunon	Dorodining

Contaminant	Location	(feet)	Sampling	Exceeding Screening Level (mg/kg)	Level (mg/kg)
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	C	13-14 ^{1, 2}	8-28-1990	478	250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	Е	7-8 ^{1, 2}	8-28-1990	3718	250

¹Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ² Sample depth estimated from information in the UST closure documentation.

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

LAND USE RESTRICTIONS.

NCGS § 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (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 DENR 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 Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with land use restriction 10 below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
- 2. Unless compliance with this Land Use Restriction is waived in writing in advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of this Notice in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- 3. Subsequent to demolition actions required by land use restriction 2 above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- 4. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by land use restriction 2 above, revised to take into account new information obtained from the assessment required by land use restriction 3 above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 of Exhibit A hereto, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:
- a. soil and water management issues during redevelopment, including without limitation those resulting from contamination identified in the Environmental Reports;
- b. issues related to potential sources of contamination referenced in paragraph 6 of Exhibit A hereto and any contamination discovered during the additional assessment required by land use restriction 3 above, if any;
- c. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- d. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material.
- 5. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:
- a. actions taken in accordance with the plan required by land use restrictions 2, 3 and 4 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;
- e. removal of contaminated soil, water or other contaminated materials (for example, concrete, demolition debris), if any, from the Property (copies of all legally required manifests shall be included); and

f. soil capping actions required by land use restriction 4 above, if any.

- 6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:
- a. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;
- b. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;
- c. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and
- d. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building.
- 7. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1 above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.
- 8. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1 above while fully protecting public health and the environment.
- 9. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.
- 10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at the Property without the prior written approval of DENR, except

in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, pre-packaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, for managing substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

- 11. Neither DENR, 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 DENR, 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.
- 12. During January of each year after the year in which this Notice of Brownfields Property 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 DENR, and to the directors of the agencies having jurisdiction over public health and the environment for Guilford County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Guilford 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 Property during the previous calendar year;
- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;
- c. whether vapor intrusion mitigation systems installed pursuant to land use restriction 6 above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;
- d. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by land use restriction 4 above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and
- e. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by land use restriction 10 above.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in subparagraph 32.a. of Exhibit A hereto to, 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 DENR 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 DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR 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 WHREOF, Prospect this day of, 2013	ive Developer has caused this instrument to be duly executed.
	[Name of Prospective Developer]
Ву:	:
·	Name:
	Title:
NORTH CAROLINA COUNTY	
	g person(s) personally appeared before me this day, each e voluntarily signed the foregoing document for the purpose dicated:
Date:	
	Official Signature of Notary

	Notary's printed or typed name, Notary Public My commission expires:
(Official Seal)	•

- · · · · · · · · · · · · · · · · · · ·	ntative of said owner, of at least part of the Brownfields tion of this Notice of Brownfields Property and the Land
Owner Name: Parks Holdings, LLC & NBy: Name: Title:	Nancy S. Neill Date
NORTH CAROLINACOUNTY	
	(s) personally appeared before me this day, each luntarily signed the foregoing document for the purpose ed:
Date:	Official Signature of Notary
	Notary's printed or typed name, Notary Public My commission expires:

(Official Seal)

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Ву:		
	Linda M. Culpepper	Date
	Deputy Director, Division of Waste Mana	ngement
	******	*****
	CERTIFICATION OF	REGISTER OF DEEDS
	The foregoing documentary component of ciated plat, are certified to be duly recorded as, shown on the first page hereof.	f the Notice of Brownfields Property, and the at the date and time, and in the Books and
i ago	s, shown on the first page hereof.	
	Register of Deeds for Guilford County	
Ву:		
-	Name typed or printed:	Date
	Deputy/Assistant Register of Deeds	

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: [Name of Prospective Developer; To Be Determined]

UNDER THE AUTHORITY OF THE		BROWNFIELDS AGREEMENT re
BROWNFIELDS PROPERTY REUSE ACT	.)	Former Parks Suzuki
OF 1997, N.C.G.S. § 130A-310.30, et seq.		2307 & 2309 N. Main Street
Brownfields Project # 15030-11-41		High Point, Guilford County

I. INTRODÚCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina

Department of Environment and Natural Resources ("DENR") and [name of Prospective

Developer] (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997,

N.C.G.S. § 130A-310.30, et.seq. (the "Act").

The subject property is located at 2307 & 2309 N. Main Street in High Point, North Carolina. It is currently owned by two entities, each having a 50% interest: Parks Holdings, LLC, a North Carolina-chartered corporation headquartered in Winston-Salem, North Carolina; and Nancy S. Spencer, an individual residing at 2580 Club Park Road in Winston-Salem, North Carolina. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, use as a convenience store with dispensers for the sale of petroleum fuels, office, retail shopping center, restaurants, and/or tire and auto service center. 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 (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of [name of Prospective Developer] for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit [name of Prospective Developer] shall provide to DENR, 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 N.C.G.S. 130Å, 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 [name of Prospective Developer].

III. STATEMENT OF FACTS

3. The Property comprises approximately 1.94 acres. It was first developed in the 1960s as an automobile dealership. Various dealerships have operated at the Property until it was vacated in 2009. Prospective Developer has committed itself to redevelop the Property for

[proposed reuse to be determined]. The following environmentally significant events have occurred at the site:

- a. The Property is comprised of two adjacent parcels located 2307 and 2309

 North Main Street (referred to herein as "2307" and "2309", respectively). The Property is bordered to the north, south and west by commercial properties (retail, restaurant, office, rental car business) and to the east by North Main Street, beyond which are commercial properties including a Home Depot.
- b. Documented underground storage tanks (USTs) were installed at 2307 for storage of petroleum hydrocarbons, which are reported in the environmental reports to include waste oil, new oil and gasoline.
- c. Four underground storage tanks (USTs) were removed from two separate UST basins at the 2307 parcel of the Property in August 1990. Analytical results from soil samples collected from underneath the USTs (as reported to DENR in an October 1991 closure report) indicated releases had occurred from at least two of the USTs, resulting in residual petroleum-contaminated soil above applicable regulatory standards. In a January 15, 1993 letter to DENR, Kennedy Oil Company, Inc. stated that the USTs were owned by Royal Volkswagon at the time of their removal from the Property.
- d. At DENR's request, additional soil assessment was performed in the vicinity of two of the four former USTs in July1993. Laboratory analysis detected Total Petroleum Hydrocarbons (TPHs) above regulatory standards in one of the samples. Guilford County's environmental officials required additional assessment of the site conditions and requested

additional soil testing from one of the two former UST basins located at the Property.

Laboratory analysis of the additional soil samples detected residual petroleum contamination in concentrations below DENR's regulatory level of 250 parts per million, with the exception on one sample (BH-2) which exceeded the regulatory standard of 10 parts per million for Gasoline Range Organics. On September 17, 1993, DENR issued a "Notice of Underground Storage Tank Closure" to Hubert Parks for the four USTs permanently closed in 1990, indicating they had been closed in compliance with UST closure requirements in effect at the time.

e. USTs containing hydraulic fluid for the lifts were installed in the service areas at 2307 and 2309. At least 5 hydraulic lifts were used at 2307 and hydraulic fluid USTs may still be in present in the subsurface, including a hydraulic lift was observed under the canopy at the building at 2307 North Main Street. Soil testing done in June 2010 at the 2309 parcel indicated contaminated soil was present in the vicinity of one (1) of two (2) 65-gallon hydraulic fluid USTs at the Property. These two hydraulic fluid USTs and about 13.5 tons of petroleum-contaminated soil were removed from beneath the service bays on March 11, 2011.

Confirmatory soil samples collected from the excavation of the leaking hydraulic fluid UST did not indicate petroleum contamination. On June 6, 2011, DENR's UST Section issued a "No Further Action" letter to Parks Holdings, LLC for the hydraulic fluid release at 2309.

f. On June 2010, as part of a Phase II Environmental Site Assessment, soil testing for TPH (Oil & Grease fraction) was performed in the vicinity of the hydraulic lifts inside both buildings at the Property. With the exception of the results discussed in subparagraph 3.e. above, the analytical results indicated that the residual petroleum was present in soil but in

concentrations below DENR's soil screening levels for TPH from UST releases.

- g. Each building at the Property (2307 and 2309) used a floor drain system in the automobile service areas. These drains would have conveyed rinse water and potentially various liquids containing hazardous substances (e.g., fuel, cleaners, solvents, lubricants) to a connection with a sewer line. During a Phase II assessment in June 2010, a groundwater sample was collected near the drain line associated with the floor drain systems outside of each of the two on-site buildings and analyzed for volatile organic compounds. No target Volatile Organic Compounds (VOCs), including tetrachloroethene, were detected in either sample.
- h. Various automotive products containing hazardous substances were used and stored on the Property. It is generally understood that, in the 1960s and 1970s, it was common in the industry for such facilities to use solvents for various applications including parts cleaning and it was common for solvents to be stored in tanks (i.e., parts washers) typically located in service areas. Staining was documented on the concrete floors and near drains in each building on the Property.
- i. Elevated concentrations of a chlorinated solvent (tetrachloroethene) were detected on the western edge of the Home Depot property directly across N. Main Street from the Property in 2002 (eastern edge of the Property See Table in subparagraph 6.a.). Although the flow direction(s) of shallow groundwater on and in the vicinity of the Property has not been determined, a potential source of solvent on the Home Depot site is a former dry cleaning facility located north of the Property. The source(s) of the tetrachloroethene contamination at the Home Depot property has not been determined and thus the percentage of contribution of off-site and/or

on-site responsible parties is unknown. However, groundwater testing at the Property suggests that some, or possibly all, of the tetrachloroethene contamination may be a result of migration from one or more offsite sources. On October 12, 2010, DENR issued a Notice of Regulatory Requirements to Home Depot-Pro Cleaners related to this chlorinated solvent plume. On September 26, 2011, the Superfund Section of DENR received information documenting the former existence of dry cleaning facilities near the Property: 2406 North Main Street and 2117 North Main Street.

4. The following reports, referred to hereinafter as the "Environmental Reports," contain pertinent environmental information regarding the Property.

Title	Prepared by	Date of Report
Brownfields Area Reconnaissance and	S&ME	April 10, 2012
Receptor Survey		
Summary Letter	S&ME	July 27, 2011
Initial Abatement Action	S&ME	April 19, 2011
Results of Phase II Sampling Service	S&ME	June 29, 2010
Phase I Environmental Site Assessment	S&ME	February 16, 2010
Report		
Additional Site Assessment Activities	Innovative	September 7, 1993
	Environmental	
	Technologies, Inc.	
Site Assessment	Innovative	July 29, 1993
	Environmental	,
	Technologies, Inc.	
Tank Closure	Mickey's Backhoe	October 15, 1991
	Service	

- 5. For purposes of this Agreement, DENR relies on the following information regarding the Prospective Developer use and ownership of the Property:
- a. The Property is currently owned by Parks Holdings, LLC and Nancy S. Spencer. Parks Holdings, LLC, which is 100% owned by the Hubert B. Parks Marital Trust, inherited 50% interest in the Property from Hubert Parks in 2010. Hubert Parks and Robert Neill (and wife, Nancy S. Neill) purchased the Property from Donald D. Gilstrap and Billie W. Gilstrap on July 1, 1977. The Gilstraps purchased the Property in 1967. Since the death of her husband in 1987, Nancy Neill (now Nancy. S. Spencer) has owned a 50% interest in the Property.
- b. The Property is comprised of two adjacent parcels located 2307 and 2309 North Main Street (referred to herein as "2307" and "2309"). It was first developed as a car dealership sometime between 1955 and 1966, when buildings with the same approximate configuration as those currently at the Property first appear on aerial photographs. A dealership showroom and service facility was constructed on each parcel and various makes of cars were sold over time. Royal Volkswagon occupied the Property from approximately 1979 through at least 1989. Parks automotive dealerships operated at the Property in the 1990s and 2000s. The Property was idled in 2009.
- 6. A recent environmental sampling at the Property as reported in the Environmental Reports occurred on June 4, 2010. The following tables set forth, for contaminants present at the Property above applicable standards or screening levels, the concentration found at each sample location and the applicable standard or screening level. Screening levels and groundwater

standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement.

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling Date	Concentration Exceeding Standard (µg/L)	2L Standard (μg/L)	Industrial/Commercial VI Screening Level (µg/L)
Tetrachloroethene		6-4-2010	71	0.7	49

b. Soil contaminants in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

Soil	Sample	Depth	Date of	Concentration	Screening
Contaminant	Location	(feet)	Sampling	Exceeding	Level
	1.3			Screening	(mg/kg)
				Level (mg/kg)	· · · · · ·
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	C,	13-14 ^{1, 2}	8-28-1990	478	. 250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	E	7-8 ^{1, 2}	8-28-1990	3718	250

¹Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ²Sample depth is estimated from information in the UST closure documentation.

7. For purposes of this Agreement DENR relies on Prospective Developer's
representations that Prospective Developer's involvement with the Property has been limited to
preparing and submitting to DENR a Brownfields Property Application dated, 20, and
contracting to buy the Property on, 20

- 8. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR 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 N.C.G.S. § 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.

9. On behalf of Prospective Developer, Parks Holdings, LLC and Nancy S. Spencer ("the Property Owners") have paid to DENR the \$2,000 fee to seek a brownfields agreement An additional fee of \$7,500 on shall be paid to DENR by the Prospective Developer or by the Property Owners on behalf of Prospective Developer prior to DENR's execution of this Agreement. Prospective Developer, the Property Owners, and DENR agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect; in which case there shall be an additional fee of at least \$1,000 if said change does not involve a modification of the recorded Notice of Brownfields Property, and at least \$2,000 if said change involves modification of the recorded Notice of Brownfields Property.

IV. BENEFIT TO COMMUNITY

- 10. The redevelopment of the Property proposed herein would provide the following public benefits:
- a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;
 - b. the creation of jobs during construction;
 - c. an increase in tax revenue for affected jurisdictions; and
- d. "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

- 11. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property other than remediation that may be required pursuant to a DENR-approved Environmental Management Plan (EMP) required by this Section, and/or remediation required by DENR's Underground Storage Tank Section.
- 12. By way of the Notice of Brownfields Property referenced below in paragraph 17, 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 instead of remediation to unrestricted use standards. All references to DENR shall be understood to include any successor in function.
- a. No use may be made of the Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with subparagraph 12.j. below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
 - b. Unless compliance with this Land Use Restriction is waived in writing in

advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- c. Subsequent to demolition actions required by subparagraph 12.b. above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- d. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by subparagraph 12.b. above, revised to take into account new information obtained from the assessment required by subparagraph 12.c. above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 above, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee

for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:

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

ii. issues related to potential sources of contamination referenced in paragraph 6 and any contamination discovered during the additional assessment required by subparagraph 12.c. above, if any;

iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and

iv. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material.

e. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:

i. actions taken in accordance with the plan required by subparagraphs

12.b., 12.c. and 12.d 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;

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

vi soil capping actions required by subparagraph 12.d.iv. above, if any.

f. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:

i. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;

ii. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;

iii. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and

iv. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building.

g. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.

h. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph

12.a. above while fully protecting public health and the environment.

- i. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.
- j. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 and contaminants discovered pursuant to the additional assessment required by subparagraph 12.c. above, may be used or stored at the Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, prepackaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, for managing substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel

lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

k. Neither DENR, 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 DENR, 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.

1. During January of each year after the year in which the Notice of Brownfields
Property referenced below in paragraph 17 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 DENR,
and to the directors of the agencies having jurisdiction over public health and the environment for
Guilford County, certifying that, as of said January 1st, the Notice of Brownfields Property containing
these land use restrictions remains recorded at the Guilford County Register of Deeds office and that
the land use restrictions are being complied with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;

iii. whether vapor intrusion mitigation systems installed pursuant to

subparagraph 12.f. above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;

iv. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by subparagraph 12.d. above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and

v. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by subparagraph 12.j. above.

- 13. 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.
- 14. 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 DENR's Superfund Section, as embodied in their most current version.
- 15. 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

16. In addition to providing access to the Property pursuant to subparagraph 12.k. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR 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. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR 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.

17. DENR has approved, pursuant to N.C.G.S. § 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 N.C.G.S. § 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 Guilford County, North Carolina, Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR 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.

- 18. 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 Guilford County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.
- 19. 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 and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement:

VII DUE CARE/COOPERATION

20. 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 remediation of the Property by DENR and further agrees not to interfere with 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, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

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

- 22. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR 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 N.C.G.S. 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 N.C.G.S. 130A-310.35
- 23. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.
- 24. 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, N.C.G.S. § 113A-1, et seq.
- 25. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 above, apply to all of the persons listed

in N.C.G.S. § 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

26. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, 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

27. This Agreement shall apply to and be binding upon DENR, 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

28. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR 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 N.C.G.S. § 130A-310.37.

29. Except for the Land Use Restrictions set forth in paragraph 12 above and N.C.G.S. § 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

30. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, 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 DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. To the extent DENR 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

31. 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 DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

32. Unless otherwise required by DENR 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 DENR:

Lisa Taber
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

[to be determined]

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

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

34. 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).

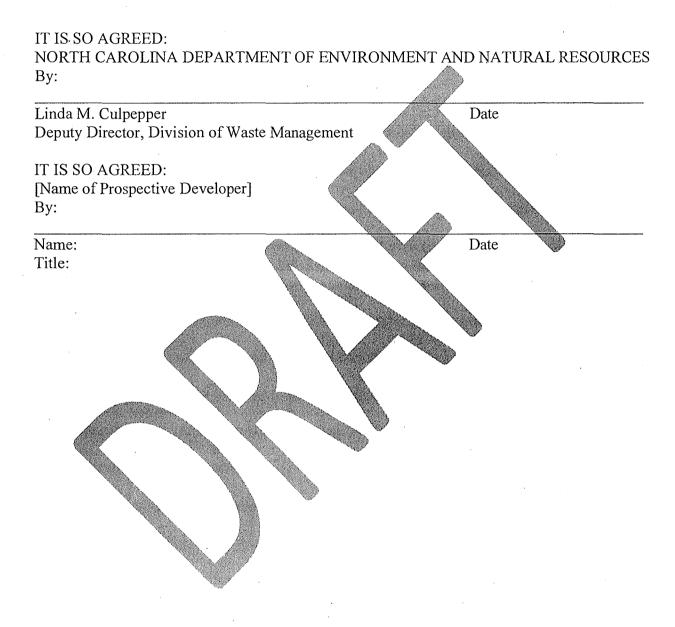
XVIII. CONTRIBUTION PROTECTION

- 35. 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 N.C.G.S. § 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 DENR or any other person in relation to the Property.
- 36. 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 DENR in writing no later than 60 days prior to the initiation of such suit or claim.
- 37. 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 DENR in writing within 10 days of service of the complaint on it.

XIX PUBLIC COMMENT

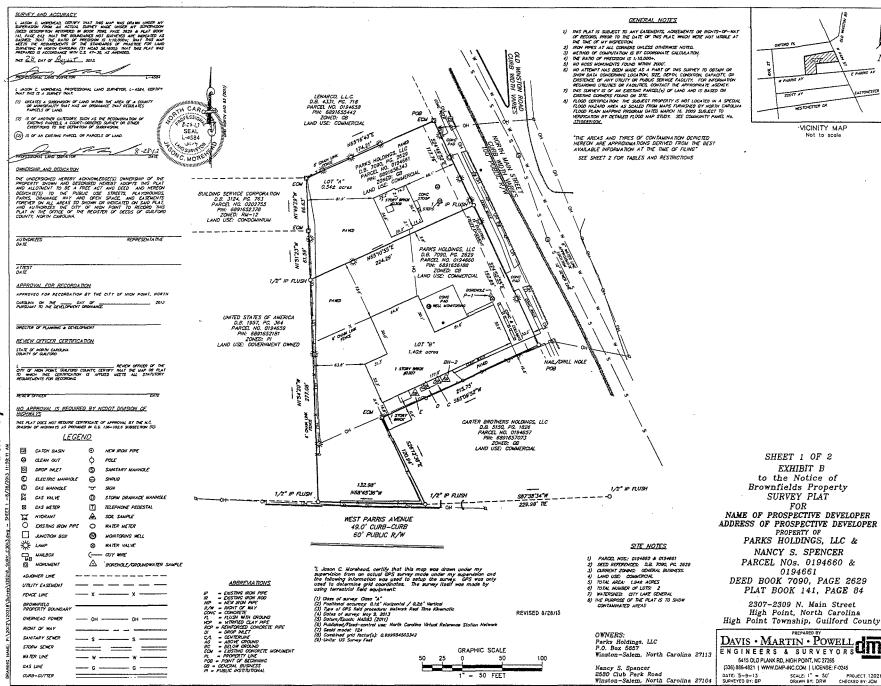
38. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last to occur of the following: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in a newspaper of general circulation 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 DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR 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.



В

Exhibit



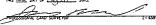
1" = 50 FEET

SCALE: 1" = 50" PROJECT. 120218
DRAWN BY; DRW CHECKED BY; JCM

© 2013 Davis-Martin-Powell & Associates, Inc.

SURVEY AND ACCURACY.

THIS ES DAY OF AUGUST 2013



I, JASON C. MOREHEAD, PROFESSIONAL LAND SURVEYOR, L-4584, CERTIFY THAT THIS IS A SURVEY THAT:

- (1) CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MINISPALITY THAT HAS AN OPENANCE THAT RECULATES PARCES OF LAND.
- (2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT—ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DETAILITION OF SUBGRISSION.

(3) IS OF AN EXISTING PARCEL OR PARCELS OF LAND.



OWNERSHIP AND DEDICATION

THE UNDERSOND MERGET ACKNOWLEDGES) OWNERSON OF THE PROPERTY OF THE DEED AND INTEREST OF THE PROPERTY OF THE PR

REPRESENTATIVE

AUTHORIZED DATE

DATEST

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, HORTH

DIRECTOR OF PLANNING & DEVELOPMENT

REMEW OFFICER CERTIFICATION

L REMON OFFICER OF THE GIT OF HACH OFFICER OF THE GIT OF HACH POWER, CHEFFOR TOWN IS AFFINED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

THIS PLAT DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE N.C. CHUSION OF HICHMAYS AS PROVIDED IN G.S. 136-102.6 SUBSECTION (G).

for the aurooses of N.C.G.S. & 130A-310.35

H CARO

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SEAL L-4584

C JON OF

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LAND USE RESTRICTIONS

NCOS 1 100-1103/10 de require that the Netice dessity any practicious or the current and farms use of the Elevendicide Property delice an electrical part of the Comment of the Comment of the Comment of the Elevendicide Property delice are cliqued in the Elevendicide Agreement. The restrictions shall research to the Elevendicide Agreement and the Comment of the Comment of the Elevendicide Agreement and Elevendicide Agreemen

1. No use may be made of the Property other than for consonerial use. For proposes of this restriction, consonerial use ratios is business enterprise, which may relocable, but in our locality or it is consistent to experience the search of the content, or was done to a description content, or was the content, or was the convenience than the disposance for the safe of premiums that provided they are located at the Property in a manual consistent with hard use restriction 10 below, audior the provision of services, plan tended execution year sorch as office, returning and pulsar provided they are located at the Property in a manual consistent with hard use restriction 10 below, audior the provision of services, the provision of services.

2. Unless complienes with this Land Use Rontistion is verbroil to writing in advance by DBRN. In thiston to a perticular building, no use of the Property perior and or first including the property depicts and on the pict composed first Nutries of the Nutries of Browndack property in conscious and in an Environment Management.
Plan ("EMP") approved in writing by DBRN. In advance and with all applicable legal requirements, lackeding writines limitation those related to Inad and substances that are administrated by the Initial Processing Control United the Orivines of Public Related for the North Control Designation of Public Control United the Orivines of Public Related for the North Control Designation of Public Control United States.

Subtrayent to demolifice scriens required by lead use restriction 2 above, physical codevelopment of the Property may not occur until additional soil and groundware assessment has been conducted in accordance with (as destrained by DENR) as flowbounsteal Assessment Plan approved in writing by DENR in advance, and a proper call destrainly lower and accordance results have been proveded to DENR.

4. Physical retervision can of the Property cay not occur other than is accordance with (see determined by DENR) the BMP required by lead use receivion 2 above, revised or take the account new information obtained from the assessment required by lead use retriction 3 above, that is agrowed in writing by DENR in services (see Property desired and information of the assessment required by lead use retriction 3 above, that is agrowed in writing by DENR in services (see Property desired produced and provided and provided provided provided and provided provided provided provided provided in the prograph. A new EMP shall be developed, or the cutting EMP improved shall ply to DENR, as additional for the mental review by DENR, as provided in the prograph. A new EMP shall be developed, or the cutting EMP improved shall ply to DENR, as additional for the mental review by DENR, as provided in the prograph. A new EMP shall be developed, or the cutting EMP improved that ply to DENR, as additional for the mental review by DENR, as provided in the prograph of the DENR shall be developed, or the cutting EMP shall be revised, in cutted mental public or advantage of the prograph of the DENR shall be developed, or the cutting EMP shall be revised, in cutted mental public or advantage of the DENR shall be advantaged to DENR shall be advantaged to EMP shall be advantaged to the DENR shall be advantaged to DENR shall be advantaged to

- assessment required by lack size metricine 3 above, if ergy,
 contrigency head for federality, including without limitation the maring of soil and groundware, nowly discovered potential assessed of environmental
 contentiation (e.g., UST, notes, druns, aprile claim folds, cil-neutre repeatent, soil contentiation); and
 characteristic potentiality constituted of size the Property of DDPR determines that the soil officency would prove a possessiol factor to human bouth and/or
 the confronment if not capped with hardscape (e.g., pretzy), generalle fafets, close soil dill, or mother DBNR-approved metricial.
- 5. Within 90 days after the completion of each redevelopment phase the them owner of the Property shall provide DENR a report, subject to written DENR approval, on incommendational societies shown the last report, with a numerical summary and disavings that described:

 a. extinue mixes in accordance with the plant required by land use restortions 2, 3 and 4 above;
 b. toll provings and use and fill restore;
- - logy(ins) munloyed for field acroming, sampling and laboratory smallysis of envi

 - c. anthodologicie) unployed for field ecrosing, sempling and laboratory enabled of environmental mode, de stockphing, consistenting, decombanistate, bereing, bandle, laboratory analysis and kilitated disposition, whether on site or off site, of any soil, groundwater or other materials supposed or confirmed to be contaminated with regulated substances; as encounted of contaminated and, were or other contaminated survivals (for example, concrete, demolition debris), if any, fivres the Property (copies of all legally required manifests shall be included); and it is confirmed to the contaminated and contaminate

6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater und/or soil contamination that the building's public health and the anvironment will be protocted from risk from vapor instanton, no building at the Property may be occupied unless and until each of the following

- a. a vacor intrusion (VI) minigation system, the plan for which is approved to writing, in advance, by DENR, is least-liked in the building:

 b. the intrulier of the vapor midgation system certifies to DENR is switing that the VI miligation system(s) has been properly installed and in far derignost.
- c, leak detection and/or performance maring is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and d. the owner of the building commits to DENR in writing to perform such ongoing additional tenting and membraness on the VI miligation system DENR, determines is necessary to demonstrate that the system is midgating the intrusion of internetous report into the building.

7. Following the conclusion, an determined by DENF, of each phase of physical redordopment referenced is lated as restricted to the conclusion. The property early occur unless and small DENF, make the white, in deviating of the proposed switch), and small smith purpose of a first property of the pr

8. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 shows, so solvibite that exceptor, remove or use surface where or groundwise (for exemple, Intelligence of water supply well), financias, pools, lakes or referring pools, or construction or exercised near those that encounter or expose groundwisering record on the proposed unique to select the striking, is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned on the proposed unique that sale striking is showned to show the sale striking is showned to show that showned is showned to show the sale striking is showned to show the sale

9. The Property may not be used as for child care centers or schools values and until DENR suszes in writing, in advances of the proposed child-related use, that said use may occur if certain out along with any measures DENR docum mentancy to essure the Property in suitable for use as a child care center or school while fully protecting public health and the environment.

10. Nose of the contaminants from to be present in the confronmental mades at the Property, including without limitation those fixed in paragraph 6 of Exhibit A berts and contaminant discovered parameter to the additional assessment required by land use restriction 3 above, may be used or stood at the Property without the present required by land use restriction 3 above, may be used or stood at the Property without the present required by land use restriction 3 above, may be used or stood at the Property without the present required to the Property of the Property of

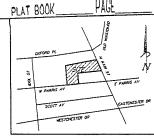
1). Neither DENR, nor any purty conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR, may be desired access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable effects to inclinate instructions with absoluted uses of the Property.

12. During January of each year after the year in which his Notice of Brownfields Property is recorded, the owner of any part of the Property as of January 1st of that shall indust is counted land are returnious update ("LURU") to DBNP, and to the direction of the agencies haring juncification over public hards and the environment funded County, returning that, as of all fastures 1st, his Notice containing these land use restrictions remains recorded at the Cullified County Register of Deech and that the land use restrictions are being compiled with, and studies.

- of data for manufacturations and evidence of the control of the co

- during the previous delatinity years; usually pursuant in back our neutrinities of shower an performing as designed, and whether the wax of the ground control of the control of the provided pursuant to the control of the control of
- whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, locituding personant products, are being managed in compliance with the plan required by land use restriction 10 above.

For purposes of the land use restrictions set forth above, the DEMR point of contact shall be the DEMR official referenced in subparagraph 32,a. of Exhibit A bereto, at the address stated therein,



VICINITY MAP

"THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BES AVAILABLE INFORMATION AT THE TIME OF FILING"

GROUNDWATER

Groundwater contaminants in micrograms per liter (the equivalant of parts per billian), the standards for which are contained in Title 15A of the North Gardina Administrative Code, Subchagler 2, Mule , 2020(2), (Joinvoy 1, 2010 version) and the Industrial/Commercial Vapor Intrusion Screening Lewis of the Inactive Hazardous Sites Branch of DENR's Superhand Section (AV), 2012 version):

Groundwater Contaminants	Sample Location	Sampling Date	Concentration Exceeding Standard (ug/L)	2L Standard (ug/L)	Industrial/Co mmrecial VI Screening Level (UG/L)
Tatrachioraethene	P-1	6-4-2010	71	0.7	49

SOIL

Soit contaminants in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DERN Underground Starage Tank Section cleanup standards for Tatal Patrolaum Hydrocarbon (TPH) that were in effect at the time of the testing:

· Sall Contaminant	Somple Location	Depth (feet)	Date Sampling	Concentration Exceeding Screening (mg/kg)	Screening Level (mg/kg)
Gasoline Range Organic TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	С	13-14	8-28-1990	478	250
Oil & Grease TPH	D	13-14 0	8-28-1990	369	250
Oil & Grease TPH	E	7-8	8-28-1990	3718	250

Soil contaminants were detected during oldstore of regulated USTs. Culford County Emergency Services and DOM required soil assessment in the former UST basins. Subsequently, DOM issued a September 17, 1993 letter granting clasure status of these USTs in occardance with NGAC TIME 154 Subchapter 20.

SHEET 2 OF 2 EXHIBIT B to the Notice of Brownfields Property SURVEY PLAT FOR

NAME OF PROSPECTIVE DEVELOPER ADDRESS OF PROSPECTIVE DEVELOPER PROPERTY OF

PARKS HOLDINGS, LLC &

NANCY S. SPENCER PARCEL NOs. 0194660 & 0194661

DEED BOOK 7090, PAGE 2629 PLAT BOOK 141, PAGE 84

2307-2309 N. Main Street High Point, North Carolina High Point Township, Guilford County PREPARED 8

DAVIS · MARTIN · POWELL ENGINEERS & SURVEYORS Winston-Salem, North Carolina 27113

REVISED 8/28/13

Winston-Salem, North Carolina 27104

OWNERS:

Parks Holdings, LLC P.O. Box 5657

Nancy S. Spencer 2580 Club Park Road

8415 OLD PLANK RD, HIGH POINT, NC 27265 (336) 886-4821 | WWW DMP-INC COM | | | ICENSE: F-0245

SCALE: 1" = 50' PROJECT: 120 DRAWN BY: DRW CHECKED BY: JCM DATE: 5-9-13 SURVEYED BY: BP

Linda M. Culpepper, Deputy Director Division of Waste Management State of North Carolina Wake County Date

tartin-Powell & Associates, Inc

Sample depth is estimated from information in the closure documentation.

Exhibit C For Notice of Brownfields Property Legal Description

2307 & 2309 North Main Street High Point, NC

SURVEY DESCRIPTION LOT "A"

BEGINNING AT AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF LENARCO, L.L.C. (DEED BOOK 4331, PAGE 718) AND THE NORTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2926-LOT "A") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°49'52" EAST 117.76 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE NORTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°10'55" WEST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "A" & "B") AND BEING IN THE PROPERTY LINE OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364): THENCE LEAVING SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND UNITED STATES OF AMERICA PROPERTY LINES NORTH 1°51'23" WEST 61.59 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF BUILDING SERVICE CORPORATION (DEED BOOK 3124, PAGE 763); THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID BUILDING SERVICE CORPORATION PROPERTY LINES NORTH 1°49'29" WEST 66.63 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING IN THE PROPERTY LINE OF SAID LENARCO, L.L.C.; THENCE LEAVING SAID BUILDING SERVICE CORPORATION PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID LENARCO, L.L.C. PROPERTY LINES NORTH 65°16'43" EAST 174.21 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.54± ACRES

SURVEY DESCRIPTION LOT "B"

BEGINNING AT AN EXISTING NAIL/DRILL HOLE, SAID NAIL/DRILL HOLE BEING THE NORTHEAST CORNER OF CARTER BROTHERS HOLDINGS, LLC (DEED BOOK 5150, PAGE 1826 AND THE SOUTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°09'52" WEST 215.75 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 26°12'36" EAST 120.94 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "B") AND SAID CARTER BROTHERS HOLDINGS, LLC, AND BEING ON THE NORTHERN RIGHT-OF-WAY OF WEST PARRIS AVENUE; THENCE LEAVING SAID CARTER BROTHERS HOLDINGS, LLC PROPERTY LINE AND ALONG SAID RIGHT-OF-WAY NORTH 88°45'36" WEST 132.98 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES NORTH 1°54'20" WEST 277.08 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B"); THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") PROPERTY LINES NORTH 65°10'55" EAST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") AND ON THE RIGHT-OF-WAY OF SAID NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°50'55" EAST 192.66 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1.40± ACRES





package id 0230237 ship date Wed, Aug 28 2013 Strib Boynton, City Manager City of High Point 211 S. Hamilton St. High Point, NC 27260-5397 **United States** 336.607.7386 residential address No return label No

from Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 **United States** 336 607 7386 billina ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)operator Pam McDaniel

pmcdaniel@kilpatricktowns

336 607 7332

end.com create time

08/28/13, 2:33PM

vendor UPS tracking number 1Z8650663096909461 service UPS Next Day Air Saver® packaging **UPS** Letter signature Delivery Confirmation - No signature courtesy quote 9.65 Quote may not reflect all accessorial charges, and may not reflect your account based discounts

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http://wwwanps.ups.com/WebTracking/track

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Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:

1Z8650663096909461

Service:

UPS Next Day Air Saver®

Shipped/Billed On:

08/28/2013

Delivered On: Delivered To: 08/29/2013 12:21 P.M. HIGH POINT, NC, US

Signed By:

Left At:

BURROUGHS

Receiver

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 09/03/2013 4:26 P.M. ET

Print This Page

Close Window



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via UPS OVERNIGHT

Marty Lawing County Manager Guilford County 301 W. Market Street Greensboro, NC 27401

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Lawing:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying *Notice of Intent to Redevelop a Brownfields Property* is provided to you in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. No response to this letter is necessary.

Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("N.C.G.S.") Sections 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 Environment and Natural Resources ("DENR"). See N.C.G.S. 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 N.C.G.S. Section 130A-310.35. The party ("prospective developer") who desires to enter into a Brownfields Agreement with DENR 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 DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than August 28, 2013, 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 Head, Brownfields Program Division of Waste Management 1646 Mail Service Center Raleigh, North Carolina 27699-1646

Property Owner:	Parks Holdings, LLC	C& Nancy S. Neill
Recorded in Book	, Page	
Associated plat re	corded in Plat Book	, Page

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this _____ day of ______, 2013 by [Name of Prospective Developer] (hereafter "Prospective Developer").

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") 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 (hereinafter "NCGS"), Section (hereinafter "§") 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 (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "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 DENR'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 DENR 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 comprises approximately 1.94 acres and is located at 2307 & 2309 North Main Street in High Point, Guilford County, North Carolina. Each parcel has historically been used as a car dealership and service center. Groundwater contamination exists at the site. Petroleum-contaminated soil was documented at the site and residual petroleum may still be present in soils following a cleanup action. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash,

convenience store with storage tanks and dispensers for the sale of petroleum fuels and/or the provision of services, plus related accessory uses such as office, storage and parking areas. The land use restrictions in this Notice place certain requirements on some potential uses of the property.

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

Attached as <u>Exhibit B</u> to this Notice is a reduction, to $8 \frac{1}{2}$ " x 11", of the survey plat component of this Notice. This plat shows areas designated by DENR, 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. The following tables also set forth the type and concentration of the one substance:

Groundwater

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling Date	Concentration Exceeding Standard (µg/L)	2L Standard (µg/L)	Industrial/Co mmercial VI Screening Level (µg/L)
Tetrachloroethene	P-1	6-4-2010	71	0.7	49

<u>Soil</u>

Soil contaminants are in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

,-			,			,	
1	Soil	Sample	Depth	Date of	Concentration	Screening	

Contaminant	Location	(feet)	Sampling	Exceeding	Level
				Screening Level (mg/kg)	(mg/kg)
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	С	13-14 ^{1, 2}	8-28-1990	478	250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	E	7-81,2	8-28-1990	3718	250

¹Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ² Sample depth estimated from information in the UST closure documentation.

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

LAND USE RESTRICTIONS

NCGS § 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (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 DENR 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 Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with land use restriction 10 below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
- 2. Unless compliance with this Land Use Restriction is waived in writing in advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of this Notice in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- 3. Subsequent to demolition actions required by land use restriction 2 above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- 4. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by land use restriction 2 above, revised to take into account new information obtained from the assessment required by land use restriction 3 above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 of Exhibit A hereto, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:
- a. soil and water management issues during redevelopment, including without limitation those resulting from contamination identified in the Environmental Reports;
- b. issues related to potential sources of contamination referenced in paragraph 6 of Exhibit A hereto and any contamination discovered during the additional assessment required by land use restriction 3 above, if any;
- c. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- d. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material.
- 5. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:
- a. actions taken in accordance with the plan required by land use restrictions 2, 3 and 4 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;
- e. removal of contaminated soil, water or other contaminated materials (for example, concrete, demolition debris), if any, from the Property (copies of all legally required manifests shall be included); and

f. soil capping actions required by land use restriction 4 above, if any.

- 6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:
- a. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;
- b. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;
- c. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and
- d. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building.
- 7. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1 above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.
- 8. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction I above while fully protecting public health and the environment.
- 9. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.
- 10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at the Property without the prior written approval of DENR, except

in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, pre-packaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, for managing substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

- 11. Neither DENR, 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 DENR, 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.
- 12. During January of each year after the year in which this Notice of Brownfields Property 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 DENR, and to the directors of the agencies having jurisdiction over public health and the environment for Guilford County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Guilford 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 Property during the previous calendar year;
- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;
- c. whether vapor intrusion mitigation systems installed pursuant to land use restriction 6 above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;
- d. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by land use restriction 4 above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and
- e. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by land use restriction 10 above.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in subparagraph 32.a. of Exhibit A hereto to, 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 DENR 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 DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR 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.

		ive Developer has caused this instrument to be duly executed
this day of	, 2013	
		[Name of Prospective Developer]
· · · · · · · · · · · · · · · · · · ·	By:	
	•	Name:
		Title:
NORTH CAROLINA		
COU	NTY	
	hat he or sh	g person(s) personally appeared before me this day, each e voluntarily signed the foregoing document for the purpose dicated:
Date:		
		Official Signature of Notary

	Notary's printed or typed name, Notary Public My commission expires:
(Official Seal)	
******	*******
ACKNOWLEDGM	ENT OF PROPERTY OWNER
	ntive of said owner, of at least part of the Brownfields on of this Notice of Brownfields Property and the Land
Owner Name: Parks Holdings, LLC & Na By:	•
Name: Title:	Date
NORTH CAROLINACOUNTY	
	personally appeared before me this day, each ntarily signed the foregoing document for the purpose:
Date:	Official Signature of Notary
	Notary's printed or typed name, Notary Public My commission expires:

(Official Seal)

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

The fo	oregoing Notice of Brownfields Property is hereby appro-	oved and certified.
North	Carolina Department of Environment and Natural Reso	urces
Ву:		
	Linda M. Culpepper	Date
	Deputy Director, Division of Waste Management	•
		•

	CERTIFICATION OF REGISTER	OF DEEDS
	The foregoing documentary component of the Notice ated plat, are certified to be duly recorded at the date an shown on the first page hereof.	± • /
	Register of Deeds for Guilford County	
By:		
J	Name typed or printed:	Date
	Deputy/Assistant Register of Deeds	

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: [Name of Prospective Developer; To Be Determined]

UNDER THE AUTHORITY OF THE) BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT) Former Parks Suzuki
OF 1997, N.C.G.S. § 130A-310.30, et seq.) 2307 & 2309 N. Main Street
Brownfields Project # 15030-11-41) High Point, Guilford County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina

Department of Environment and Natural Resources ("DENR") and [name of Prospective

Developer] (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997,

N.C.G.S. § 130A-310.30, et.seq. (the "Act").

The subject property is located at 2307 & 2309 N. Main Street in High Point, North Carolina. It is currently owned by two entities, each having a 50% interest: Parks Holdings, LLC, a North Carolina-chartered corporation headquartered in Winston-Salem, North Carolina; and Nancy S. Spencer, an individual residing at 2580 Club Park Road in Winston-Salem, North Carolina. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, use as a convenience store with dispensers for the sale of petroleum fuels, office, retail shopping center, restaurants, and/or tire and auto service center. 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 (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of [name of Prospective Developer] for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit [name of Prospective Developer] shall provide to DENR, 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 N.C.G.S. 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 [name of Prospective Developer].

III. STATEMENT OF FACTS

3. The Property comprises approximately 1.94 acres. It was first developed in the 1960s as an automobile dealership. Various dealerships have operated at the Property until it was vacated in 2009. Prospective Developer has committed itself to redevelop the Property for

[proposed reuse to be determined]. The following environmentally significant events have occurred at the site:

- a. The Property is comprised of two adjacent parcels located 2307 and 2309

 North Main Street (referred to herein as "2307" and "2309", respectively). The Property is bordered to the north, south and west by commercial properties (retail, restaurant, office, rental car business) and to the east by North Main Street, beyond which are commercial properties including a Home Depot.
- b. Documented underground storage tanks (USTs) were installed at 2307 for storage of petroleum hydrocarbons, which are reported in the environmental reports to include waste oil, new oil and gasoline.
- c. Four underground storage tanks (USTs) were removed from two separate UST basins at the 2307 parcel of the Property in August 1990. Analytical results from soil samples collected from underneath the USTs (as reported to DENR in an October 1991 closure report) indicated releases had occurred from at least two of the USTs, resulting in residual petroleum-contaminated soil above applicable regulatory standards. In a January 15, 1993 letter to DENR, Kennedy Oil Company, Inc. stated that the USTs were owned by Royal Volkswagon at the time of their removal from the Property.
- d. At DENR's request, additional soil assessment was performed in the vicinity of two of the four former USTs in July1993. Laboratory analysis detected Total Petroleum Hydrocarbons (TPHs) above regulatory standards in one of the samples. Guilford County's environmental officials required additional assessment of the site conditions and requested

additional soil testing from one of the two former UST basins located at the Property.

Laboratory analysis of the additional soil samples detected residual petroleum contamination in concentrations below DENR's regulatory level of 250 parts per million, with the exception on one sample (BH-2) which exceeded the regulatory standard of 10 parts per million for Gasoline Range Organics. On September 17, 1993, DENR issued a "Notice of Underground Storage Tank Closure" to Hubert Parks for the four USTs permanently closed in 1990, indicating they had been closed in compliance with UST closure requirements in effect at the time.

e. USTs containing hydraulic fluid for the lifts were installed in the service areas at 2307 and 2309. At least 5 hydraulic lifts were used at 2307 and hydraulic fluid USTs may still be in present in the subsurface, including a hydraulic lift was observed under the canopy at the building at 2307 North Main Street. Soil testing done in June 2010 at the 2309 parcel indicated contaminated soil was present in the vicinity of one (1) of two (2) 65-gallon hydraulic fluid USTs at the Property. These two hydraulic fluid USTs and about 13.5 tons of petroleum-contaminated soil were removed from beneath the service bays on March 11, 2011.

Confirmatory soil samples collected from the excavation of the leaking hydraulic fluid UST did not indicate petroleum contamination. On June 6, 2011, DENR's UST Section issued a "No Further Action" letter to Parks Holdings, LLC for the hydraulic fluid release at 2309.

f. On June 2010, as part of a Phase II Environmental Site Assessment, soil testing for TPH (Oil & Grease fraction) was performed in the vicinity of the hydraulic lifts inside both buildings at the Property. With the exception of the results discussed in subparagraph 3.e. above, the analytical results indicated that the residual petroleum was present in soil but in

concentrations below DENR's soil screening levels for TPH from UST releases.

g. Each building at the Property (2307 and 2309) used a floor drain system in the automobile service areas. These drains would have conveyed rinse water and potentially various liquids containing hazardous substances (e.g., fuel, cleaners, solvents, lubricants) to a connection with a sewer line. During a Phase II assessment in June 2010, a groundwater sample was collected near the drain line associated with the floor drain systems outside of each of the two on-site buildings and analyzed for volatile organic compounds. No target Volatile Organic Compounds (VOCs), including tetrachloroethene, were detected in either sample.

h. Various automotive products containing hazardous substances were used and stored on the Property. It is generally understood that, in the 1960s and 1970s, it was common in the industry for such facilities to use solvents for various applications including parts cleaning and it was common for solvents to be stored in tanks (i.e., parts washers) typically located in service areas. Staining was documented on the concrete floors and near drains in each building on the Property.

i. Elevated concentrations of a chlorinated solvent (tetrachloroethene) were detected on the western edge of the Home Depot property directly across N. Main Street from the Property in 2002 (eastern edge of the Property – See Table in subparagraph 6.a.). Although the flow direction(s) of shallow groundwater on and in the vicinity of the Property has not been determined, a potential source of solvent on the Home Depot site is a former dry cleaning facility located north of the Property. The source(s) of the tetrachloroethene contamination at the Home Depot property has not been determined and thus the percentage of contribution of off-site and/or

on-site responsible parties is unknown. However, groundwater testing at the Property suggests that some, or possibly all, of the tetrachloroethene contamination may be a result of migration from one or more offsite sources. On October 12, 2010, DENR issued a Notice of Regulatory Requirements to Home Depot-Pro Cleaners related to this chlorinated solvent plume. On September 26, 2011, the Superfund Section of DENR received information documenting the former existence of dry cleaning facilities near the Property: 2406 North Main Street and 2117 North Main Street.

4. The following reports, referred to hereinafter as the "Environmental Reports," contain pertinent environmental information regarding the Property:

Title	Prepared by	Date of Report
Brownfields Area Reconnaissance and	S&ME	April 10, 2012
Receptor Survey		
Summary Letter	\$&ME	July 27, 2011
Initial Abatement Action	S&ME	April 19, 2011
Results of Phase II Sampling Service	S&ME	June 29, 2010
Phase I Environmental Site Assessment	S&ME	February 16, 2010
Report		
Additional Site Assessment Activities	Innovative	September 7, 1993
	Environmental	
	Technologies, Inc.	
Site Assessment	Innovative	July 29, 1993
	Environmental	·
	Technologies, Inc.	
Tank Closure	Mickey's Backhoe	October 15, 1991
·	Service	

- 5. For purposes of this Agreement, DENR relies on the following information regarding the Prospective Developer use and ownership of the Property:
- a. The Property is currently owned by Parks Holdings, LLC and Nancy S. Spencer. Parks Holdings, LLC, which is 100% owned by the Hubert B. Parks Marital Trust, inherited 50% interest in the Property from Hubert Parks in 2010. Hubert Parks and Robert Neill (and wife, Nancy S. Neill) purchased the Property from Donald D. Gilstrap and Billie W. Gilstrap on July 1, 1977. The Gilstraps purchased the Property in 1967. Since the death of her husband in 1987, Nancy Neill (now Nancy. S. Spencer) has owned a 50% interest in the Property.
- b. The Property is comprised of two adjacent parcels located 2307 and 2309 North Main Street (referred to herein as "2307" and "2309"). It was first developed as a car dealership sometime between 1955 and 1966, when buildings with the same approximate configuration as those currently at the Property first appear on aerial photographs. A dealership showroom and service facility was constructed on each parcel and various makes of cars were sold over time. Royal Volkswagon occupied the Property from approximately 1979 through at least 1989. Parks automotive dealerships operated at the Property in the 1990s and 2000s. The Property was idled in 2009.
- 6. A recent environmental sampling at the Property as reported in the Environmental Reports occurred on June 4, 2010. The following tables set forth, for contaminants present at the Property above applicable standards or screening levels, the concentration found at each sample location and the applicable standard or screening level. Screening levels and groundwater

standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement.

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling	Concentration Exceeding Standard (µg/L)	[W	Industrial/Co mmercial VI Screening Level (µg/L)
Tetrachloroethene	P-1	6-4-2010	71	0.7	49

b. Soil contaminants in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

Soil Contaminant	Sample Location	Depth (feet)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Screening Level (mg/kg)
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	. 10
Oil & Grease TPH	Ç	13-14 ^{1, 2}	8-28-1990	478	250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	Е	7-8 ^{1, 2}	8-28-1990	3718	250

Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ² Sample depth is estimated from information in the UST closure documentation.

7. For purposes of this Agreement DENR relies on Prospective Developer's
representations that Prospective Developer's involvement with the Property has been limited to
preparing and submitting to DENR a Brownfields Property Application dated, 20, and
contracting to buy the Property on, 20

- 8. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR 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 N.C.G.S. § 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.

9. On behalf of Prospective Developer, Parks Holdings, LLC and Nancy S. Spencer ("the Property Owners") have paid to DENR the \$2,000 fee to seek a brownfields agreement An additional fee of \$7,500 on shall be paid to DENR by the Prospective Developer or by the Property Owners on behalf of Prospective Developer prior to DENR's execution of this Agreement. Prospective Developer, the Property Owners, and DENR agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least \$1,000 if said change does not involve a modification of the recorded Notice of Brownfields Property, and at least \$2,000 if said change involves modification of the recorded Notice of Brownfields Property.

IV. BENEFIT TO COMMUNITY

- 10. The redevelopment of the Property proposed herein would provide the following public benefits:
- a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;
 - b. the creation of jobs during construction;
 - c. an increase in tax revenue for affected jurisdictions; and
- d. "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

- 11. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property other than remediation that may be required pursuant to a DENR-approved Environmental Management Plan (EMP) required by this Section, and/or remediation required by DENR's Underground Storage Tank Section.
- 12. By way of the Notice of Brownfields Property referenced below in paragraph 17, 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 instead of remediation to unrestricted use standards. All references to DENR shall be understood to include any successor in function.
- a. No use may be made of the Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with subparagraph 12.j. below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
 - b. Unless compliance with this Land Use Restriction is waived in writing in

advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- c. Subsequent to demolition actions required by subparagraph 12.b. above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- d. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by subparagraph 12.b. above, revised to take into account new information obtained from the assessment required by subparagraph 12.c. above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 above, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee

for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:

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

ii. issues related to potential sources of contamination referenced in paragraph 6 and any contamination discovered during the additional assessment required by subparagraph 12.c. above, if any;

iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and

iv. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material.

e. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:

i. actions taken in accordance with the plan required by subparagraphs

12.b., 12.c. and 12.d 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;

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

vi soil capping actions required by subparagraph 12.d.iv. above, if any.

f. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:

i. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;

ii. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;

iii. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and

iv. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building:

g. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.

h. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph

12.a. above while fully protecting public health and the environment.

i. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.

j. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 and contaminants discovered pursuant to the additional assessment required by subparagraph 12.c. above, may be used or stored at the Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, prepackaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, for managing substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel

lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

k. Neither DENR, 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 DENR, 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.

l. During January of each year after the year in which the Notice of Brownfields

Property referenced below in paragraph 17 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 DENR,

and to the directors of the agencies having jurisdiction over public health and the environment for

Guilford County, certifying that, as of said January 1st, the Notice of Brownfields Property containing
these land use restrictions remains recorded at the Guilford County Register of Deeds office and that
the land use restrictions are being complied with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;

iii. whether vapor intrusion mitigation systems installed pursuant to

subparagraph 12.f. above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;

iv. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by subparagraph 12.d. above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and

v. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by subparagraph 12.j. above.

- 13. 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.
- 14. 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 DENR's Superfund Section, as embodied in their most current version.
- 15. 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

- 16. In addition to providing access to the Property pursuant to subparagraph 12.k. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR 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. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR 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.
- 17. DENR 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 N.C.G.S. § 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 Guilford County, North Carolina, Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR 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.

- 18. 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 Guilford County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.
- 19. 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 and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement.

VII. DUE CARE/COOPERATION

20. 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 remediation of the Property by DENR and further agrees not to interfere with 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, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

21. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in its Brownfields Property Application dated _______, 20__ by which it applied for this Agreement. That use is commercial use, which may include use as a convenience store. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR 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. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

- 22. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR 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 N.C.G.S. 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 N.C.G.S. 130A-310.35.

- 23. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.
- 24. 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, N.C.G.S. § 113A-1, et seq.
- 25. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 above, apply to all of the persons listed

in N.C.G.S. § 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

26. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, 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

27. This Agreement shall apply to and be binding upon DENR, 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

28. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR 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 N.C.G.S. § 130A-310.37.

29. Except for the Land Use Restrictions set forth in paragraph 12 above and N.C.G.S. § 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

30. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, 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 DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. To the extent DENR 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

31. 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 DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

32. Unless otherwise required by DENR 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 DENR:

Lisa Taber N.C. Division of Waste Management Brownfields Program Mail Service Center 1646 Raleigh, NC 27699-1646

b. for Prospective Developer:

[to be determined]

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

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

34. 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).

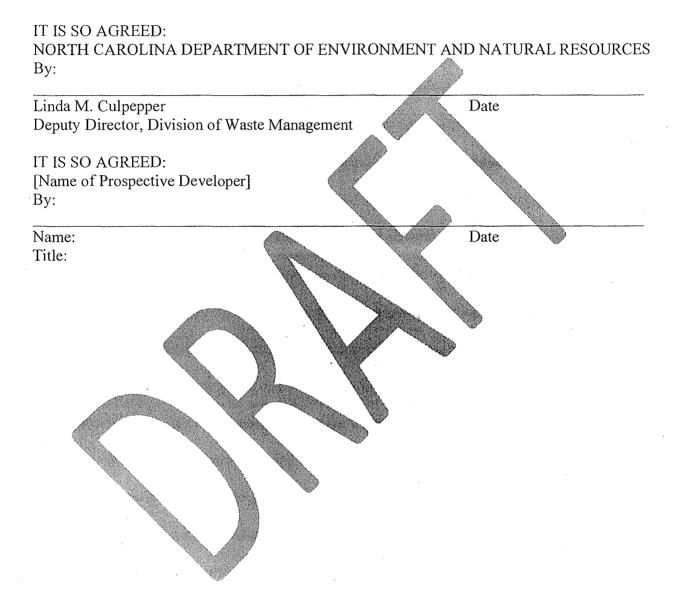
XVIII. CONTRIBUTION PROTECTION

- 35. 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 N.C.G.S. § 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 DENR or any other person in relation to the Property.
- 36. 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 DENR in writing no later than 60 days prior to the initiation of such suit or claim.
- 37. 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 DENR in writing within 10 days of service of the complaint on it.

XIX PUBLIC COMMENT

38. 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 N.C.G.S. § 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 DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR 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.



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- 4. Physical redevelopment of the Property may not occur other than is accordance with (as determined by DEN3), the BMP required by band user restriction 2 shows, revised to take isse account over information obtained from the assessment required by land use restriction 3 shows, that is approved in writing by DEN8, in whence the DEN9 within a satisfaction point or out of subsequent ordered-point places. The EDP shall delicate bands, along an door information into the provisions of praying. The EDP shall delicate bands, along an door information or redevelopment and electric that places of understanding at the property during construction or redevelopment and electric that places of understanding and the property. Considered with the provisions of praying, the property of the property o
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 a record of continuated self, were no other consuminated metals (the casesple, construct, demolition dobris), if my, from the Property (copies of all legally
 required manifests should be included; used

 confirmed assume that were consistent of above. If my,
- f. soil capping actions required by land use restriction 4 above, if any,
- 6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater audion soil contamination that the building's m, public health and the servironment will be protected from risk from vapor instruction, no building at the Property may be occupied unless and until each of the following

 - a, a vapor intrusion (VT) miniperion system, the place for which is approved in writing, in advance, by DENR, is installed in the building:

 b. the lattellar of the vapor miniperion system cordina to DENR, it writing that the VT miniperion system(s) has been properly installed and is functioning as
 designed;
 c. leak detention and/or performance stating in performed on the VT miniperion process in accordance with a plan approved in writing, in advance, by DENR; and
 - d. the owner of the building commits to DENR in writing to perform such origining additional reging and maintenance on the VI miligation system DENR determines is necessary to demonstrate that the system is miligating the immation of bazardous regions into the building.
- 7. Poliovéng the conclusion, as determined by DDR, of each phase of physical indevelopment reforement in both as mentions for an activities that distant with a property any process unless and with DDR, there is writing, is writtened of the proposed earlierly, that end setting may come if smitted not dearly the smitter of the proposed earlierly and earlier process. It smitted not dearly the smitter of the proposed earlier process in contractions with de ministrate process in contraction with de ministra and menously to deplay not exceeding to little, moveling of debror-general explanation of the end of the process of the proce
- 3. Following the conclusion, as determined by DDDR, of such phase of physical redevolupment priemcosed in lead use mentionin 4 shows, as activision that economics, more or use surface water or ground-twent (for stemple, institution of wore surply wall, doubtain, portd, leads or selecting point, or contrastion of contrasticts activities that excensives or expect ground-twent part ower or use Property using DDRR that is revising, in selection of the proposed sport, or contrasticts or activities in which, in selection of the proposed selection was occur; if curried out along with any enceutre DDRR domain notes in which in selection of the proposed selection is above while that you contrast the property will be suitable for the user specified in lead use restriction 1 above while that you contributed leads to each or selection of the proposed selection of the proposed
- 9. The Property may not he used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use occur if carried out along with any measures DENR docus accessary to counte the Property is autable for use as a child our center or school while fully protecting
- 10. Note of the contaminants haven to be present in the environmental mode at the Property, including valuest inclusions those listed in paragraph 6 of Enhalts A birsts on all contaminants discovered personant to the solutional assessment required by land use certaints 3 shows, may be used on stored at the Property values the prior interactions of DENR, recepts the sentiral assessment required by land use certaints and between the salest pre-packaged contained and the required because which as a composition as saled, pre-packaged contained solid in a retail contant, abused complicates with a plan, approved in solvance solid in which are acceptance occurring said contained as a retail containe
- 11. Neither DENR, nor any purty conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement instead or entered into by DENR, may be destifd access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using transcoable efforts to relationship interference with absorbation asset of Property.
- 12. During Jeanury of each year the the year to which this Notice of Bywardeds property in records, the result of ear pray of the During Hall property and all the best and an advanced find our enterfoliate options (TELENT) on DEPAS, and the Relieves of the specific brings in being justices over paties both in the the resultance for Guilford County, centifying that, as of raid Leasury Let, this Notice constaining these tend use nutritices a remains recorded at the Guilford County Register of Dech Offices and that the indust enterfections are their goodpile which, and training.
 a. the state, making address, helphone and Guilford countries, and contact person's e-mail address of the owner submirting the LURU If said owner equival any part of the Property during the personnal submirts.

 - b. the most/cree's usus, mailing address, telephone and factimits numbers, and contact person's e-mail address, if and owner transferred say part of the Property during the previous calendar year,
 - during the previous colorady year,

 c. whether veryon furnishes installation systems installed pursuant to lead use restriction, 6 shows are performing as designed, and whether the uses of the ground
 floors of any buildings containing such militageous systems have changed, and, if no, hear;

 d. whether soil carsy Continuous materials, clean soil, stored and indecamping required by head use restricted on the contaminated soil or other modifies, and

 whether soil carsy Continuous materials, clean soil, stored and indecamping required by head use restricted on the contaminated soil or other modifies and
- en understand reportment expenses to communicate their or many many of the contaminants known to be present in the environmental made at the Property, including perturbation products, are being managed to compliance with the plan required by land use restriction (0 above.

For purposes of the lead use restrictions set forth above, the DENR point of connect shall be the DENR official referenced in subparagraph 32.a. of Exhibit A hards, at the address stated therein.



Not to scole

"THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BES AVAILABLE INFORMATION AT THE TIME OF FILING"

CROUND WATER

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Tills 15.4 of the North Corolina Administrative Code, Subchapter 27, Rule . 002(2)(2), (January 1, 2010 versina) and the Industrie/Commercial Vapor Induston Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Seation (Ally, 2012 versina).

	Groundwater Cantaminants	Sample Location	Sompling Date	Concentration Exceeding Standard (ug/L)	ZL Standard (ug/L)	Industrial/Ca mmrecial VI Screening Level (UG/L)
Π	Tetrachiaraethene	P-1	6-4-2010	71	0.7	49

SOIL

Soil contaminants in milligrams per kilogram (the equivolent of parts per million). The screening levels are the DDNR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TIPH) that ware in effect at the time of the testing.

Soil Contaminant	Semple Location	Dapth (feet)	Date Sampling	Concentration Exceeding Screening (mg/kg)	Screening Level (mg/kg)
Gasoline Range Organic TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	c	13-14 0	8-28-1990	478	250
Oil & Grease TPH	0	13-14 1	8-28-1990	369	250
Oil & Grease TPH	Ε	7-8 4	8-28-1990	3718	250

Sail contaminants were detected during clasure of reputoted USIs. Cultived County Emergency Services and DEMR required soil assessment in the former USI basis. Subsequently, LDIS issued a September 17, 1933 letter granting clasure status of these USIs in accordance with NGAC Title 13A Subchapter 2.

EXHIBIT B to the Notice of Brownfields Property SURVEY PLAT FORNAME OF PROSPECTIVE DEVELOPER ADDRESS OF PROSPECTIVE DEVELOPER PROPERTY OF PARKS HOLDINGS, LLC & NANCY S. SPENCER PARCEL NOs. 0194660 &

SHEET 2 OF 2

0194661 DEED BOOK 7090, PAGE 2629 PLAT BOOK 141, PAGE 84

2307-2309 N. Main Street High Point, North Carolina High Point Township, Guilford County

OWNERS Parks Holdings, LLC P.O. Box 5657 Winston-Salem, North Carolina 27113

REVISED 8/28/13

Nancy S. Spencer 2580 Club Park Road Winston-Salem, North Carolina 27104

POPPADEO RY DAVIS · MARTIN · POWELL CITE 6415 OLD PLANK RD, HIGH POINT, NC 27265 (336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

SCALE: 1" + 50' PROJECT: 1202 DRAWN BY: DRW CHECKED BY: JCN DATE: 5-9-13 SURVEYED BY: BP

_for the purposes of N.C.G.S. & 130A-31Q.35 Dola

Sample depth is estimated from information in the closure documentation

Exhibit C For Notice of Brownfields Property Legal Description

2307 & 2309 North Main Street High Point, NC

SURVEY DESCRIPTION LOT "A"

BEGINNING AT AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF LENARCO, L.L.C. (DEED BOOK 4331, PAGE 718) AND THE NORTHEAST CORNER OF PARKS HOLDINGS. LLC (DEED BOOK 7090, PAGE 2926-LOT "A") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°49'52" EAST 117.76 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE NORTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°10'55" WEST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "A" & "B") AND BEING IN THE PROPERTY LINE OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364): THENCE LEAVING SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND UNITED STATES OF AMERICA PROPERTY LINES NORTH 1°51'23" WEST 61.59 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF BUILDING SERVICE CORPORATION (DEED BOOK 3124, PAGE 763): THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID BUILDING SERVICE CORPORATION PROPERTY LINES NORTH 1°49'29" WEST 66.63 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING IN THE PROPERTY LINE OF SAID LENARCO, L.L.C.; THENCE LEAVING SAID BUILDING SERVICE CORPORATION PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID LENARCO, L.L.C. PROPERTY LINES NORTH 65°16'43" EAST 174.21 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.54± ACRES

SURVEY DESCRIPTION LOT "B"

BEGINNING AT AN EXISTING NAIL/DRILL HOLE, SAID NAIL/DRILL HOLE BEING THE NORTHEAST CORNER OF CARTER BROTHERS HOLDINGS, LLC (DEED BOOK 5150, PAGE 1826 AND THE SOUTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°09'52" WEST 215.75 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 26°12'36" EAST 120.94 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "B") AND SAID CARTER BROTHERS HOLDINGS, LLC, AND BEING ON THE NORTHERN RIGHT-OF-WAY OF WEST PARRIS AVENUE; THENCE LEAVING SAID CARTER BROTHERS HOLDINGS, LLC PROPERTY LINE AND ALONG SAID RIGHT-OF-WAY NORTH 88°45'36" WEST 132.98 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364): THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES NORTH 1°54'20" WEST 277.08 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B"); THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") PROPERTY LINES NORTH 65°10'55" EAST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") AND ON THE RIGHT-OF-WAY OF SAID NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°50'55" EAST 192.66 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 1.40± ACRES





package id 0230232 ship date Wed, Aug 28 2013 Marty Lawing, County Manager **Guilford County** 301 W. Market Street Greensboro, NC 27401-2514 **United States** 336.607.7386 residential address No return label No

notification type
Delivery
notification recipients
pmcdaniel@kilpatrick...

from vendor Richard Sieg (02136) **UPS** Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 **United States** 336 607 7386 billing ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT 9.65 (95727.875353) operator Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktowns

vendor
UPS
tracking number
1Z8650663099260058
service
UPS Next Day Air Saver®
packaging
UPS Letter
signature
Delivery Confirmation - No
signature
courtesy quote
9.65
Quote may not reflect all
accessorial charges, and may
not reflect your account based
discounts

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end.com

08/28/13, 2:20PM

create time

McDaniel, Pam

om:

UPS Quantum View <auto-notify@ups.com>

Sent:

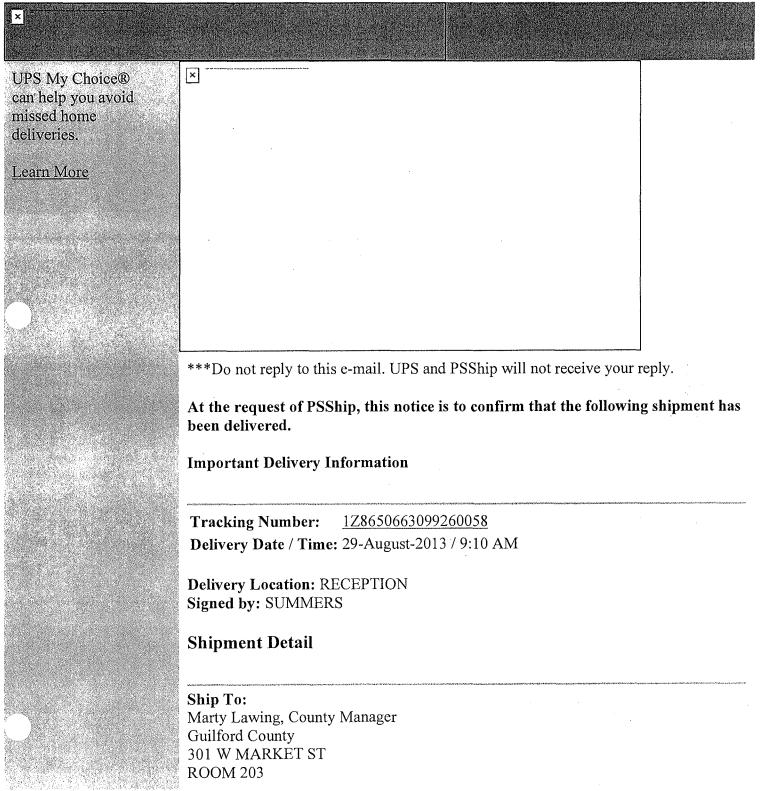
Thursday, August 29, 2013 9:34 AM

To:

McDaniel, Pam

Subject:

UPS Delivery Notification, Tracking Number 1Z8650663099260058



GREENSBORO

NC

27401

US

Number of Packages: 1

UPS Service:

NEXT DAY AIR SAVER

Shipment Type:

Reference Number 1: 875353

Reference Number 2: 02136 Sieg, Richard

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1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via UPS OVERNIGHT

Mary Sizemore
Director
High Point Library
901 N. Main Street
High Point, NC 27262

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Ms. Sizemore:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying *Notice of Intent to Redevelop a Brownfields Property* is provided to the High Point Public Library, Heritage Research Center for review by the public in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. No response to this letter is necessary.

Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("N.C.G.S.") Sections 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 Environment and Natural Resources ("DENR"). See N.C.G.S. 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 N.C.G.S. Section 130A-310.35. The party ("prospective developer") who desires to enter into a Brownfields Agreement with DENR 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 DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than August 28, 2013, 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 Head, Brownfields Program Division of Waste Management 1646 Mail Service Center Raleigh, North Carolina 27699-1646

Property Owner: Parks Holdings, LLC	& Nancy S. Neill
Recorded in Book, Page	
Associated plat recorded in Plat Book	. Page

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this _____ day of _____, 2013 by [Name of Prospective Developer] (hereafter "Prospective Developer").

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") 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 (hereinafter "NCGS"), Section (hereinafter "§") 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 (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "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 DENR'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 DENR 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 comprises approximately 1.94 acres and is located at 2307 & 2309 North Main Street in High Point, Guilford County, North Carolina. Each parcel has historically been used as a car dealership and service center. Groundwater contamination exists at the site. Petroleum-contaminated soil was documented at the site and residual petroleum may still be present in soils following a cleanup action. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash,

convenience store with storage tanks and dispensers for the sale of petroleum fuels and/or the provision of services, plus related accessory uses such as office, storage and parking areas. The land use restrictions in this Notice place certain requirements on some potential uses of the property.

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

Attached as <u>Exhibit B</u> to this Notice is a reduction, to 8 ½" x 11", of the survey plat component of this Notice. This plat shows areas designated by DENR, 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. The following tables also set forth the type and concentration of the one substance:

<u>Groundwater</u>

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling Date	Concentration Exceeding Standard (µg/L)	2L Standard (μg/L)	Industrial/Co mmercial VI Screening Level (µg/L)
Tetrachloroethene	P-1	6-4-2010	71	0.7	49

Soil

Soil contaminants are in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

	Soil	Sample	Depth	Date of	Concentration	Screening	
--	------	--------	-------	---------	---------------	-----------	--

Contaminant	Location	(feet)	Sampling	Exceeding Screening Level (mg/kg)	Level (mg/kg)
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	С	13-14 ^{1, 2}	8-28-1990	478	250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	E	7-8 ^{1, 2}	8-28-1990	3718	250

¹Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ² Sample depth estimated from information in the UST closure documentation.

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

LAND USE RESTRICTIONS

NCGS § 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (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 DENR 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 Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with land use restriction 10 below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
- 2. Unless compliance with this Land Use Restriction is waived in writing in advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of this Notice in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- 3. Subsequent to demolition actions required by land use restriction 2 above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- 4. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by land use restriction 2 above, revised to take into account new information obtained from the assessment required by land use restriction 3 above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 of Exhibit A hereto, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:
- a. soil and water management issues during redevelopment, including without limitation those resulting from contamination identified in the Environmental Reports;
- b. issues related to potential sources of contamination referenced in paragraph 6 of Exhibit A hereto and any contamination discovered during the additional assessment required by land use restriction 3 above, if any;
- c. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- d. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material.
- 5. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:
- a. actions taken in accordance with the plan required by land use restrictions 2, 3 and 4 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;
- e. removal of contaminated soil, water or other contaminated materials (for example, concrete, demolition debris), if any, from the Property (copies of all legally required manifests shall be included); and

f. soil capping actions required by land use restriction 4 above, if any.

- 6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:
- a. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;
- b. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;
- c. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and
- d. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building.
- 7. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1 above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.
- 8. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in land use restriction 4 above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1 above while fully protecting public health and the environment.
- 9. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.
- 10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at the Property without the prior written approval of DENR, except

in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, pre-packaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, for managing substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

- 11. Neither DENR, 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 DENR, 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.
- 12. During January of each year after the year in which this Notice of Brownfields Property 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 DENR, and to the directors of the agencies having jurisdiction over public health and the environment for Guilford County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Guilford 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 Property during the previous calendar year;
- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;
- c. whether vapor intrusion mitigation systems installed pursuant to land use restriction 6 above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;
- d. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by land use restriction 4 above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and
- e. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by land use restriction 10 above.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in subparagraph 32.a. of Exhibit A hereto to, 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 DENR 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 DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR 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.

this day of	REOF, Prospect	ive Developer has caused this instrument to be duly executed.
•		[Name of Prospective Developer]
	By:	·
		Name:
		Title:
NORTH CAROLIN	IA OUNTY	
•	ne that he or sh	g person(s) personally appeared before me this day, each e voluntarily signed the foregoing document for the purpose dicated:
Date:		
		Official Signature of Notary

	Notary's printed or typed name, Notary Public My commission expires:
(Official Seal)	
*****	*****
ACKNOWLEDGM	ENT OF PROPERTY OWNER
	ative of said owner, of at least part of the Brownfields on of this Notice of Brownfields Property and the Land
Owner Name: Parks Holdings, LLC & Nat By:	
Name: Title:	Date
NORTH CAROLINACOUNTY	
acknowledging to me that he or she volur stated therein and in the capacity indicated	personally appeared before me this day, each ntarily signed the foregoing document for the purpose :
Date:	Official Signature of Notary
	Notary's printed or typed name, Notary Public My commission expires:

(Official Seal)

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

•	h Carolina Department of Environment and Natural Resou	irces
By:	Linda M. Oulmann	D.A.
	Linda M. Culpepper	Date
	Deputy Director, Division of Waste Management	<i>r</i>
	***********	***
	CERTIFICATION OF REGISTER (OF DEEDS
	The foregoing documentary component of the Notice of ciated plat, are certified to be duly recorded at the date and s, shown on the first page hereof.	* **
	Register of Deeds for Guilford County	,
By:		
•	Name typed or printed:	Date
	Deputy/Assistant Register of Deeds	

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: [Name of Prospective Developer; To Be Determined]

UNDER THE AUTHORITY OF THE) BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT) Førmer Parks Suzuki
OF 1997, N.C.G.S. § 130A-310.30, et seq.) 2307 & 2309 N. Main Street
Brownfields Project # 15030-11-41	High Point, Guilford County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina

Department of Environment and Natural Resources ("DENR") and [name of Prospective

Developer] (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997,

N.C.G.S. § 130A-310.30, et.seq. (the "Act").

The subject property is located at 2307 & 2309 N. Main Street in High Point, North Carolina. It is currently owned by two entities, each having a 50% interest: Parks Holdings, LLC, a North Carolina chartered corporation headquartered in Winston-Salem, North Carolina; and Nancy S. Spencer, an individual residing at 2580 Club Park Road in Winston-Salem, North Carolina. [Name of Prospective Developer] desires to redevelop the property for commercial use, which may include, but is not limited to, use as a convenience store with dispensers for the sale of petroleum fuels, office, retail shopping center, restaurants, and/or tire and auto service center. 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 (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of [name of Prospective Developer] for contaminants at the property which is the subject of this Agreement.

The Parties agree that [name of Prospective Developer] is entry into this Agreement, and the actions undertaken by [name of Prospective Developer] in accordance with the Agreement, do not constitute an admission of any liability by name of Prospective Developer].

The resolution of this potential liability, in exchange for the benefit [name of Prospective Developer] shall provide to DENR, 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 N.G.G.S. 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 [name of Prospective Developer].

III. STATEMENT OF FACTS

3. The Property comprises approximately 1.94 acres. It was first developed in the 1960s as an automobile dealership. Various dealerships have operated at the Property until it was vacated in 2009. Prospective Developer has committed itself to redevelop the Property for

[proposed reuse to be determined]. The following environmentally significant events have occurred at the site:

- a. The Property is comprised of two adjacent parcels located 2307 and 2309

 North Main Street (referred to herein as "2307" and "2309", respectively). The Property is bordered to the north, south and west by commercial properties (retail, restaurant, office, rental car business) and to the east by North Main Street, beyond which are commercial properties including a Home Depot.
- b. Documented underground storage tanks (USTs) were installed at 2307 for storage of petroleum hydrocarbons, which are reported in the environmental reports to include waste oil, new oil and gasoline.
- c. Four underground storage tanks (USTs) were removed from two separate UST basins at the 2307 parcel of the Property in August 1990. Analytical results from soil samples collected from underneath the USTs (as reported to DENR in an October 1991 closure report) indicated releases had occurred from at least two of the USTs, resulting in residual petroleum-contaminated soil above applicable regulatory standards. In a January 15, 1993 letter to DENR, Kennedy Oil Company, Inc. stated that the USTs were owned by Royal Volkswagon at the time of their removal from the Property.
- d. At DENR's request, additional soil assessment was performed in the vicinity of two of the four former USTs in July1993. Laboratory analysis detected Total Petroleum Hydrocarbons (TPHs) above regulatory standards in one of the samples. Guilford County's environmental officials required additional assessment of the site conditions and requested

additional soil testing from one of the two former UST basins located at the Property.

Laboratory analysis of the additional soil samples detected residual petroleum contamination in concentrations below DENR's regulatory level of 250 parts per million, with the exception on one sample (BH-2) which exceeded the regulatory standard of 10 parts per million for Gasoline Range Organics. On September 17, 1993, DENR issued a "Notice of Underground Storage Tank Closure" to Hubert Parks for the four USTs permanently closed in 1990, indicating they had been closed in compliance with UST closure requirements in effect at the time.

e. USTs containing hydraulic fluid for the lifts were installed in the service areas at 2307 and 2309. At least 5 hydraulic lifts were used at 2307 and hydraulic fluid USTs may still be in present in the subsurface, including a hydraulic lift was observed under the canopy at the building at 2307 North Main Street. Soil testing done in June 2010 at the 2309 parcel indicated contaminated soil was present in the vicinity of one (1) of two (2) 65-gallon hydraulic fluid USTs at the Property. These two hydraulic fluid USTs and about 13.5 tons of petroleum-contaminated soil were removed from beneath the service bays on March 11, 2011.

Confirmatory soil samples collected from the excavation of the leaking hydraulic fluid UST did not indicate petroleum contamination. On June 6, 2011, DENR's UST Section issued a "No Further Action" letter to Parks Holdings, LLC for the hydraulic fluid release at 2309.

f. On June 2010, as part of a Phase II Environmental Site Assessment, soil testing for TPH (Oil & Grease fraction) was performed in the vicinity of the hydraulic lifts inside both buildings at the Property. With the exception of the results discussed in subparagraph 3.e. above, the analytical results indicated that the residual petroleum was present in soil but in

concentrations below DENR's soil screening levels for TPH from UST releases.

- g. Each building at the Property (2307 and 2309) used a floor drain system in the automobile service areas. These drains would have conveyed rinse water and potentially various liquids containing hazardous substances (e.g., fuel, cleaners, solvents, lubricants) to a connection with a sewer line. During a Phase II assessment in June 2010, a groundwater sample was collected near the drain line associated with the floor drain systems outside of each of the two on-site buildings and analyzed for volatile organic compounds. No target Volatile Organic Compounds (VOCs), including tetrachloroethenes, were detected in either sample.
- h. Various automotive products containing hazardous substances were used and stored on the Property. It is generally understood that, in the 1960s and 1970s, it was common in the industry for such facilities to use solvents for various applications including parts cleaning and it was common for solvents to be stored in tanks (i.e., parts washers) typically located in service areas. Staining was documented on the concrete floors and near drains in each building on the Property.
- i. Elevated concentrations of a chlorinated solvent (tetrachloroethene) were detected on the western edge of the Home Depot property directly across N. Main Street from the Property in 2002 (eastern edge of the Property See Table in subparagraph 6.a.). Although the flow direction(s) of shallow groundwater on and in the vicinity of the Property has not been determined, a potential source of solvent on the Home Depot site is a former dry cleaning facility located north of the Property. The source(s) of the tetrachloroethene contamination at the Home Depot property has not been determined and thus the percentage of contribution of off-site and/or

on-site responsible parties is unknown. However, groundwater testing at the Property suggests that some, or possibly all, of the tetrachloroethene contamination may be a result of migration from one or more offsite sources. On October 12, 2010, DENR issued a Notice of Regulatory Requirements to Home Depot-Pro Cleaners related to this chlorinated solvent plume. On September 26, 2011, the Superfund Section of DENR received information documenting the former existence of dry cleaning facilities near the Property: 2406 North Main Street and 2117 North Main Street.

4. The following reports, referred to hereinafter as the "Environmental Reports," contain pertinent environmental information regarding the Property.

Title	Prepared by	Date of Report
Brownfields Area Reconnaissance and	S&ME	April 10, 2012
Receptor Survey		
Summary Letter .	\$&ME	July 27, 2011
Initial Abatement Action	S&ME	April 19, 2011
Results of Phase II Sampling Service	S&ME	June 29, 2010
Phase I Environmental Site Assessment	S&ME	February 16, 2010
Report		
Additional Site Assessment Activities	Innovative	September 7, 1993
	Environmental	
	Technologies, Inc.	,
Site Assessment	Innovative	July 29, 1993
	Environmental	·
	Technologies, Inc.	
Tank Closure	Mickey's Backhoe	October 15, 1991
	Service	

- 5. For purposes of this Agreement, DENR relies on the following information regarding the Prospective Developer use and ownership of the Property:
- a. The Property is currently owned by Parks Holdings, LLC and Nancy S. Spencer. Parks Holdings, LLC, which is 100% owned by the Hubert B. Parks Marital Trust, inherited 50% interest in the Property from Hubert Parks in 2010. Hubert Parks and Robert Neill (and wife, Nancy S. Neill) purchased the Property from Donald D. Gilstrap and Billie W. Gilstrap on July 1, 1977. The Gilstraps purchased the Property in 1967. Since the death of her husband in 1987, Nancy Neill (now Nancy. S. Spencer) has owned a 50% interest in the Property.
- b. The Property is comprised of two adjacent parcels located 2307 and 2309 North Main Street (referred to herein as "2307" and 2309"). It was first developed as a car dealership sometime between 1955 and 1966, when buildings with the same approximate configuration as those currently at the Property first appear on aerial photographs. A dealership showroom and service facility was constructed on each parcel and various makes of cars were sold over time. Royal Volkswagon occupied the Property from approximately 1979 through at least 1989. Parks automotive dealerships operated at the Property in the 1990s and 2000s. The Property was idled in 2009.
- 6. A recent environmental sampling at the Property as reported in the Environmental Reports occurred on June 4, 2010. The following tables set forth, for contaminants present at the Property above applicable standards or screening levels, the concentration found at each sample location and the applicable standard or screening level. Screening levels and groundwater

standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement.

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

Groundwater Contaminant	Sample Location	Sampling Exceed Date Standard (ing Standa	1 0
Tetrachloroethene	P-1	6-4-2010	417	0.7 49

b. Soil contaminants in milligrams per kilogram (the equivalent of parts per million). The screening levels are the DENR Underground Storage Tank Section cleanup standards for Total Petroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

Soil Contaminant	Sample Location	Depth (feet)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Screening Level (mg/kg)
Gasoline Range TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	\	13-14 ^{1, 2}	8-28-1990	478	250
Oil & Grease TPH	D	13-14 ^{1, 2}	8-28-1990	369	250
Oil & Grease TPH	Е	7-8 ^{1, 2}	8-28-1990	3718	250

¹Soil contaminants were detected during closure of regulated USTs. Guilford County Emergency Services and DENR required soil assessment in the former UST basins. Subsequently, DENR issued a September 17, 1993 letter granting closure status of these USTs in accordance with NCAC Title 15A Subchapter 2N. ² Sample depth is estimated from information in the UST closure documentation.

7. For purposes of this Agreement DENR relies on Prospective Developer's
representations that Prospective Developer's involvement with the Property has been limited to
preparing and submitting to DENR a Brownfields Property Application dated, 20, and
contracting to buy the Property on, 20

- 8. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR 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 N.C.G.S. § 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.

9. On behalf of Prospective Developer, Parks Holdings, LLC and Nancy S. Spencer ("the Property Owners") have paid to DENR the \$2,000 fee to seek a brownfields agreement An additional fee of \$7,500 on shall be paid to DENR by the Prospective Developer or by the Property Owners on behalf of Prospective Developer prior to DENR's execution of this Agreement. Prospective Developer, the Property Owners, and DENR agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least \$1,000 if said change does not involve a modification of the recorded Notice of Brownfields Property, and at least \$2,000 if said change involves modification of the recorded Notice of Brownfields Property.

IV BENEFIT TO COMMUNITY

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

a a return to productive use of the Property and elimination of the drawbacks of unoccupied property,

- b. the creation of jobs during construction;
- c. an increase in tax revenue for affected jurisdictions; and
- d. "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

- 11. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property other than remediation that may be required pursuant to a DENR-approved Environmental Management Plan (EMP) required by this Section, and/or remediation required by DENR's Underground Storage Tank Section.
- 12. By way of the Notice of Brownfields Property referenced below in paragraph 17, 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 instead of remediation to unrestricted use standards. All references to DENR shall be understood to include any successor in function.
- a. Nouse may be made of the Property other than for commercial use. For purposes of this restriction, commercial use refers to a business enterprise, which may include, but is not limited to, office, wholesale, retail such as a shopping center, restaurant, tire and auto center, car wash, convenience store with storage tanks and dispensers for the sale of petroleum fuels provided they are located at the Property in a manner consistent with subparagraph 12.j. below, and/or the provision of services, plus related accessory uses such as office, storage and parking areas.
 - b. Unless compliance with this Land Use Restriction is waived in writing in

advance by DENR in relation to a particular building, no use of the Property may occur prior to demolition of all buildings on the Property depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below in accordance with an Environmental Management Plan ("EMP") approved in writing by DENR in advance and with all applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

- c. Subsequent to demolition actions required by subparagraph 12.b. above, physical redevelopment of the Property may not occur until additional soil and groundwater assessment has been conducted in accordance with (as determined by DENR) an Environmental Assessment Plan approved in writing by DENR in advance, and a report on the demolition and the assessment results have been provided to DENR.
- d. Physical redevelopment of the Property may not occur other than in accordance with (as determined by DENR) the EMP required by subparagraph 12.b. above, revised to take into account new information obtained from the assessment required by subparagraph 12.c. above, that is approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase). The EMP shall address health, safety and environmental issues that may arise from use of the Property during construction or redevelopment and describe the planned redevelopment activities at the Property. Consistent with the provisions of paragraph 9 above, the owner of the Property at the time a new EMP or material revisions to an existing EMP is proposed shall pay to DENR an additional fee

for each material review by DENR, as provided in that paragraph. A new EMP shall be developed, or the existing EMP shall be revised, to reflect redevelopment phases or activities not already included in an approved EMP. The EMP shall include without limitation:

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

ii. issues related to potential sources of contamination referenced in paragraph 6 and any contamination discovered during the additional assessment required by subparagraph 12.c. above, if any;

iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and

iv. plans for capping potentially contaminated soil at the Property if DENR determines that the soil otherwise would pose a potential threat to human health and/or the environment if not capped with hardscape (e.g., paving), geotextile fabric, clean soil fill, or another DENR-approved material

e. Within 90 days after the completion of each redevelopment phase the then owner of the Property shall provide DENR a report, subject to written DENR approval, on environment-related activities since the last report, with a narrative summary and drawings that describes:

i. actions taken in accordance with the plan required by subparagraphs

12.b., 12.c. and 12.d 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, whether on site or off site, of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances;

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

vi. soil capping actions required by subparagraph 12.d.iv. above, if any.

f. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion, no building at the Property may be occupied unless and until each of the following occurs:

i. a vapor intrusion (VI) mitigation system, the plan for which is approved in writing, in advance, by DENR, is installed in the building;

ii. the installer of the vapor mitigation system certifies to DENR in writing that the VI mitigation system(s) has been properly installed and is functioning as designed;

iii. leak detection and/or performance testing is performed on the VI mitigation system in accordance with a plan approved in writing, in advance, by DENR; and

iv. the owner of the building commits to DENR in writing to perform such ongoing additional testing and maintenance on the VI mitigation system DENR determines is necessary to demonstrate that the system is mitigating the intrusion of hazardous vapors into the building.

g. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that disturb soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 12 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR 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 DENR shall be taken.

h. Following the conclusion, as determined by DENR, of each phase of physical redevelopment referenced in subparagraph 12.d. above, no activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property unless DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph

12.a. above while fully protecting public health and the environment.

i. The Property may not be used as for child care centers or schools unless and until DENR states in writing, in advance of the proposed child-related use, that said use may occur if carried out along with any measures DENR deems necessary to ensure the Property is suitable for use as a child care center or school while fully protecting public health and the environment.

i. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 and contaminants discovered pursuant to the additional assessment required by subparagraph 12.c. above, may be used or stored at the Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities or as components in sealed, prepackaged containers sold in a retail context, absent compliance with a plan, approved in advance and in writing by DENR, formanaging substances containing said contaminants such that, should a release of those substances occur at the Property, the subject contaminants in that release would be distinguishable with certainty from the subject contaminants in any known release at the Property that predates this Agreement. The storage, dispensing and sale of petroleum fuels are allowed in accordance with the regulatory requirements found at 15A NCAC 2N and 40 C.F.R. 280 for regulated underground storage tanks (USTs) and in accordance with applicable law (e.g., fire codes, etc.) for non-regulated USTs (e.g., fuel oil) and aboveground tanks (ASTs). These regulated and non-regulated USTs and ASTs may be installed and operated onsite provided the components of the fuel storage and dispensing system(s) (USTs, ASTs, fuel

lines, dispensers) are located at the Property in compliance with the DENR-approved plan referenced above in this subparagraph.

k. Neither DENR, 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 DENR, 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

1. During January of each year after the year in which the Notice of Brownfields

Property referenced below in paragraph 17 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 DENR,

and to the directors of the agencies having jurisdiction over public health and the environment for

Guilford County, certifying that, as of said January 1st, the Notice of Brownfields Property containing
these land use restrictions remains recorded at the Guilford County Register of Deeds office and that
the land use restrictions are being complied with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year;

iii. whether vapor intrusion mitigation systems installed pursuant to

subparagraph 12.f. above are performing as designed, and whether the uses of the ground floors of any buildings containing such mitigation systems have changed, and, if so, how;

iv. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by subparagraph 12.d. above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and

v. whether all products used or stored at the Property that contain any of the contaminants known to be present in the environmental media at the Property, including petroleum products, are being managed in compliance with the plan required by subparagraph 12.j. above.

- 13. 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.
- 14. 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 DENR's Superfund Section, as embodied in their most current version.
- 15. 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

16. In addition to providing access to the Property pursuant to subparagraph 12.k. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR 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. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute oversulation, including any amendments thereto.

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 N.C.G.S. § 130A-310.35(b), within 18 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Guilford County, North Carolina, Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR 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.

- 18. 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 Guilford County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.
- 19. 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 and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement

VII. DUE CARE/COOPERATION

20. 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 remediation of the Property by DENR and further agrees not to interfere with 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, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

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

- 22. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR 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 N.C.G.S. 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 of 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 of 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 N.C.G.S. 130A-310.35
- 23. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.
- 24. 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, N.C.G.S. § 113A-1, et seq.
- 25. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 above, apply to all of the persons listed

in N.C.G.S. § 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

26. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, 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

27. This Agreement shall apply to and be binding upon DENR, 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

28. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR 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 N.C.G.S. § 130A-310.37.

29. Except for the Land Use Restrictions set forth in paragraph 12 above and N.C.G.S. § 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

30. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, 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 DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. No the extent DENR 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

31. 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 DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

32. Unless otherwise required by DENR 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 DENR:

Lisa Taber
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

[to be determined]

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

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

34. 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

- 35. 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 N.C.G.S. § 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 DENR or any other person in relation to the Property.
- 36. 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 DENR in writing no later than 60 days prior to the initiation of such suit or claim.
- 37. 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 DENR in writing within 10 days of service of the complaint on it.

XIX PUBLIC COMMENT

38. 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 N.C.G.S. § 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 DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR 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 ENVIRONMENT AND NATURAL RESOURCES By: Linda M. Culpepper Date Deputy Director, Division of Waste Management IT IS SO AGREED: [Name of Prospective Developer] By: Name: Date Title:

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THIS ES OUT OF AUGUST 2013

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(3) IS OF AN EXISTING PARCEL OR PARCELS OF LAND. Manssalt and sale for

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NO APPROVAL IS REQUIRED BY NODOT DIVISION OF HIGHWAYS

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- 2. Unless congolismes with this Land Use Restriction is servined to entiting in edinates by DSRN in trainine to a periodist building, to use of the Property only open of the property depict does be plus owners of the National Processing Consociations and the Extraordistal Management Plus ("EMP") approved in writing by DSRN in whomee and with all applicable legal requirements, lack-fully a viriate inflaminant boses related to lead and advances absenced that were declarated by the Health Restrict Control build verified to PCHSEs or PANNE Scale into CR build no PCHSES or PANNE CHAIR DESTRICT A CHAIR DESTRICT AND A
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- 4. Physical redovelopment of the Property may not occur other than in accordance with (as determined by DENR) the BMP required by land use restriction 2 shows, nectual to take into accordance in information obtained from the assessment required by land use restriction 3 shows, that is approved in writing by DENR in advance (and revision and DENR writines antifaction open to cut of subsequent required models.) The BDM and before health, allowed an electronomial lands are printed in DENR writines antifaction between the surface of the required of the property of the construction or redevelopment and describe the planeed understood studying the DENR in additional does for the burstle writing DENR in produced that play to DENR in additional does for the burstle writing the DENR, as provided in the prograph. A new EMP shall be developed, or the existing EMP shall be revised, to writer and the produced DENR in additional does the burstle writing the produced DENR in additional does the produced the prograph.
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- 5. Wiklus 90 days after the completion of each indevelopment place the their owner of the Property shall provide DENR is report, subject to written DENR approval, on decimalistic destriction above that are report, with a sensitive names yet administrated administrate and administrated and destroyed as a serious attacks in sourclaines with the place trapitation by dued use restriction 2.3 and 4 shower,
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- 6. Unless DENR determines in writing that the building would be sufficiently distant from the Property's groundwater and/or soil constantiation that the buildings a, public health and the servironment will be protected from risk from vegor intraden, so building at the Property may be occupied unless and uself such of the following
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 - endance with a plan approved to writing, to advance, by DENR; and
 - d. the owner of the building commits to DENR is writing to perform such ongoing additional testing and multi-senses on the VI miligation system DENR determines is necessary to demonstrate that the system is midgating the intrusion of bazardous vapors late the building.
- 7. Following the conclusion, as democined by DEN, of each phase of physical referringment fairnessed in lead on materiate a device, as a conflict that illumb to the charge any course in the second of the property and course in the second of the physical past second, if the property and provide the course of a certain of the charge that a present course, and a self-adding report and it and the provided past that a present course, and a second of the provided past of the provided past of the course of the provided past of the prov
- 1. Following the conclusion, as determined by DD/R, of such place of physical redevelopment referenced in land use restriction 4 above, no solvivities that encounter, response, remove or use surface varies or general-waver (for example, installation of varies upply walls, formation, pratis, laten or swimming pools, or construction or exavation activities that concustor or expose prouderivaries procedure and propose values DD/R; states in variety, is exhausted on of the proposed notion is said sativity may occur if carried out along with any measures DD/R deems notessary to somewher Property will be resisted for the uses specified in lead use restriction i above while fully prescring public boals and the extractories.
- 9. The Property may not be used as for child care consure or sobnois values and until DBMR restne in writing, in advance of the proposed child-related use, that said use may occur if certain our slong with may measures DEAR decan soccusary to ensure the Property is solicible for use as a child new center or school while fully provering public bealts and the environment.
- 10. Note of the contaminant knows to be present in the environmental motion at the Property, including without limitation those listed in passgraph 6 of Exhibit A borts and contaminant discovered parameter to the additional assessment trappined by lead was entrivision 3 shows, may be used or stored as the Property without the parties appeared of DDFRs, campted in a desiral amounts for chancing and other contribution as components in sealed, pre-packaged containers sold in a rettal contact, about complication with a plan, approved in advances and in writing by DDFR, to transging substances containing said contaminants sold that, should be a rettal contact, about complication with a plan, approved in advances and in writing by DDFR, to transging substances containing said containants so that contacts with the contact and the state of these sendances of contact and the state of these sendances containing said containants in the relationships with a state of the state o
- Neither DEPR, nor eary perty conducting environmental measurement or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEPR, cary by closel secous to the Property for purposes of conducting such assessment or remediation, which is to be conducted using research to forther to minimize inforterence with reshorted uses of the Property.
- 12. During Passary of each year dart do year is which this Notice of Bereaffalls Property is neverted, the stress of any year of the Passary is of Amongy is of the greatest health profession of the Section Section
 - a, the name, mailing address, telephone and factionile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner sequired my part of the Property during the previous calendar year;

 - per use requery using the provision desired year.

 In this transferred seem, making delates, telephone and Controlle numbers, and contact person's e-small actions, if said owner transferred sey part of the Property

 In this transferred seem, making delates, telephone and Controlle numbers, and contact person's e-small actions, if said owner transferred sey part of the Property

 In which report intension miningation systems instituted pursuant to had use numbrichos a share we performing as designed, and whether the uses of the ground
 from of any buildings consultings and miningation systems have shared, and, fift, but.

 In this controlled the controlled shared to the controlled shared to

 - to the control and on the control of the control of

For purposes of the lend use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in subparagraph 32.s. of Establis A hereto, at the address tated therein.

PLAT BOOK CHESTER DA

VICINITY MAP Not to scale

"THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING"

GROUND WATER

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Tille 154 of the North Corollon Administrative Code, Subchapler 2, Rula - (2022(2)), (Jenuary 1, 2010 version) and the Industrial Commercial Vapor Infrusion Screening Levels of the Inactive Mazardous Sites Branch of DENR's Superfund Section (My, 2012 version).

Groundwater Contaminants	Sample Location	Sampling Date	Concentration Exceeding Standard (ug/L)	2L Standard (ug/L)	Industrial/Ca mmrecial Vi Screening Level (UG/L)
Tetrachlorgathena	P-1	5-4-2010	71	0.7	49

SOIL

Sail contaminants in miligrams per kingram (the equivalent of parts per milion). The screening levels are the DENR Underground Starage Tank Section cleanup standards for Total Patroleum Hydrocarbon (TPH) that were in effect at the time of the testing:

· Soll Contaminant	Sample Location	Depth (feet)	Date Sampling	Concentration Exceeding Screening (mg/kg)	Screening Level (mg/kg)
Gasaline Range Organic TPH	BH-2	17	7-15-1993	51.4	10
Oil & Grease TPH	С	13-14 4	828-1990	478	250
Oil & Grease TPH	D	13-14 14	8-28-1990	369	250
Oil &: Grease TPH	Ε	7-8 "	8-28-1990	3718	250

Soil contaminants were detected dwing clasure of regulated USTs. Quilland County Emergency Services and EMER required soil accessment in the former UST basins. Suspecimelly, USES issued o September 17, 1993 letter granting clasure status of these USTs in accordance with NGAC Title 15A Subchapter 20.

* Sample depth is estimated from information in the closure documentation.

SHEET 2 OF 2 EXHIBIT B to the Notice of Brownfields Property SURVEY PLAT FOR

NAME OF PROSPECTIVE DEVELOPER ADDRESS OF PROSPECTIVE DEVELOPER PROPERTY OF PARKS HOLDINGS, LLC &

NANCY S. SPENCER PARCEL NOs. 0194660 & 0194661

DEED BOOK 7090, PAGE 2629 PLAT BOOK 141. PAGE 84 2307-2309 N. Main Street

High Point, North Carolina High Point Township, Guilford County

OWNERS: Parks Holdings, LLC P.O. Box 5657 Winston-Salem, North Carolina 27113

REVISED 8/28/13

Nency S. Spencer 2580 Club Park Road Winston-Salem, North Carolina 27104

PREPARED BY DAVIS · MARTIN · POWELL dip 6415 OLD PLANK RD, HIGH POINT, NC 27265 (336) 886-4821 | WWW DMP-INC COM | (3CENSE: E-0245

DATE: 5-9-13 SURVEYED BY: BP SCALE: 1" = 50' PROJECT: 1202 DRAWN BY: DRW CHECKED BY: JCM PROJECT: 120218

© 2013 Pavis-Martin-Powell & Associates, Inc

Linda M. Cuipepper, Deputy Director Division of Woste Management State of North Carolina Wake County

Exhibit C For Notice of Brownfields Property Legal Description

2307 & 2309 North Main Street High Point, NC

SURVEY DESCRIPTION LOT "A"

BEGINNING AT AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF LENARCO, L.L.C. (DEED BOOK 4331, PAGE 718) AND THE NORTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2926-LOT "A") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°49'52" EAST 117.76 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE NORTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°10'55" WEST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "A" & "B") AND BEING IN THE PROPERTY LINE OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364); THENCE LEAVING SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND UNITED STATES OF AMERICA PROPERTY LINES NORTH 1°51'23" WEST 61.59 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF BUILDING SERVICE CORPORATION (DEED BOOK 3124, PAGE 763); THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID BUILDING SERVICE CORPORATION PROPERTY LINES NORTH 1°49'29" WEST 66.63 FEET TO AN EXISTING CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING IN THE PROPERTY LINE OF SAID LENARCO, L.L.C.; THENCE LEAVING SAID BUILDING SERVICE CORPORATION PROPERTY AND ALONG SAID PARKS HOLDINGS. LLC (DEED BOOK 7090, PAGE 2629-LOT "A") AND SAID LENARCO, L.L.C. PROPERTY LINES NORTH 65°16'43" EAST 174.21 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.54± ACRES

SURVEY DESCRIPTION LOT "B"

BEGINNING AT AN EXISTING NAIL/DRILL HOLE, SAID NAIL/DRILL HOLE BEING THE NORTHEAST CORNER OF CARTER BROTHERS HOLDINGS, LLC (DEED BOOK 5150, PAGE 1826 AND THE SOUTHEAST CORNER OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "B") AND ON THE WESTERN RIGHT-OF-WAY OF NORTH MAIN STREET; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES SOUTH 65°09'52" WEST 215.75 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 26°12'36" EAST 120.94 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOTS "B") AND SAID CARTER BROTHERS HOLDINGS, LLC, AND BEING ON THE NORTHERN RIGHT-OF-WAY OF WEST PARRIS AVENUE: THENCE LEAVING SAID CARTER BROTHERS HOLDINGS, LLC PROPERTY LINE AND ALONG SAID RIGHT-OF-WAY NORTH 88°45'36" WEST 132.98 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF UNITED STATES OF AMERICA (DEED BOOK 1957, PAGE 364): THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID PROPERTY LINES NORTH 1º54'20" WEST 277.08 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B"); THENCE LEAVING SAID UNITED STATES OF AMERICA PROPERTY AND ALONG SAID PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") PROPERTY LINES NORTH 65°10'55" EAST 224.29 FEET TO AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNERS OF PARKS HOLDINGS, LLC (DEED BOOK 7090, PAGE 2629-LOT "A" & "B") AND ON THE RIGHT-OF-WAY OF SAID NORTH MAIN STREET; THENCE LEAVING SAID PROPERTY LINES AND ALONG SAID RIGHT-OF-WAY SOUTH 24°50'55" EAST 192.66 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1.40± ACRES





package id 0230234 ship date Wed, Aug 28 2013 Mary Sizemore, Director High Point Library 901 N. Main Street High Point, NC 27262-3923 **United States** 336.607.7386 residential address No return label

No notification type Delivery notification recipients pmcdaniel@kilpatrick...

from Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 **United States** 336 607 7386 billing ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353) operator

Pam McDaniel

336 607 7332

end.com

08/28/13, 2:25PM

create time

tracking number 1Z8650663094090116 service UPS Next Day Air Saver® packaging **UPS** Letter sianature Delivery Confirmation - No signature courtesy quote 9.65 Quote may not reflect all accessorial charges, and may not reflect your account based discounts pmcdaniel@kilpatricktowns

vendor

UPS

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McDaniel, Pam

om:

UPS Quantum View <auto-notify@ups.com>

Sent:

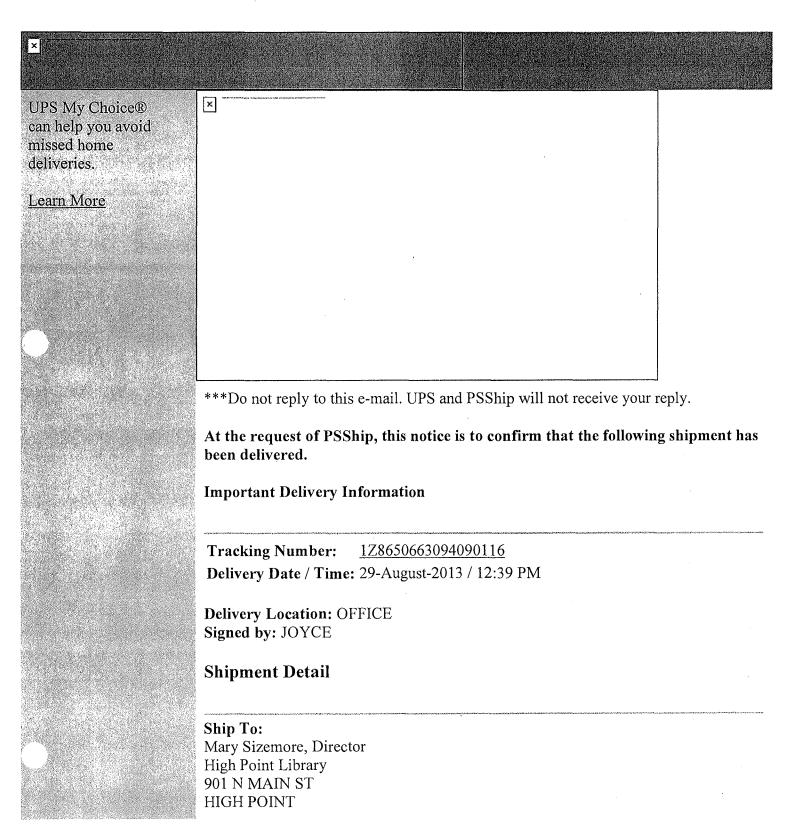
Thursday, August 29, 2013 1:04 PM

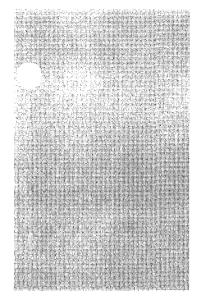
To:

McDaniel, Pam

Subject:

UPS Delivery Notification, Tracking Number 1Z8650663094090116





NC 27262 US

Number of Packages: 1

UPS Service:

NEXT DAY AIR SAVER

Shipment Type:

Letter

Reference Number 1: 875353

Reference Number 2: 02136 Sieg, Richard

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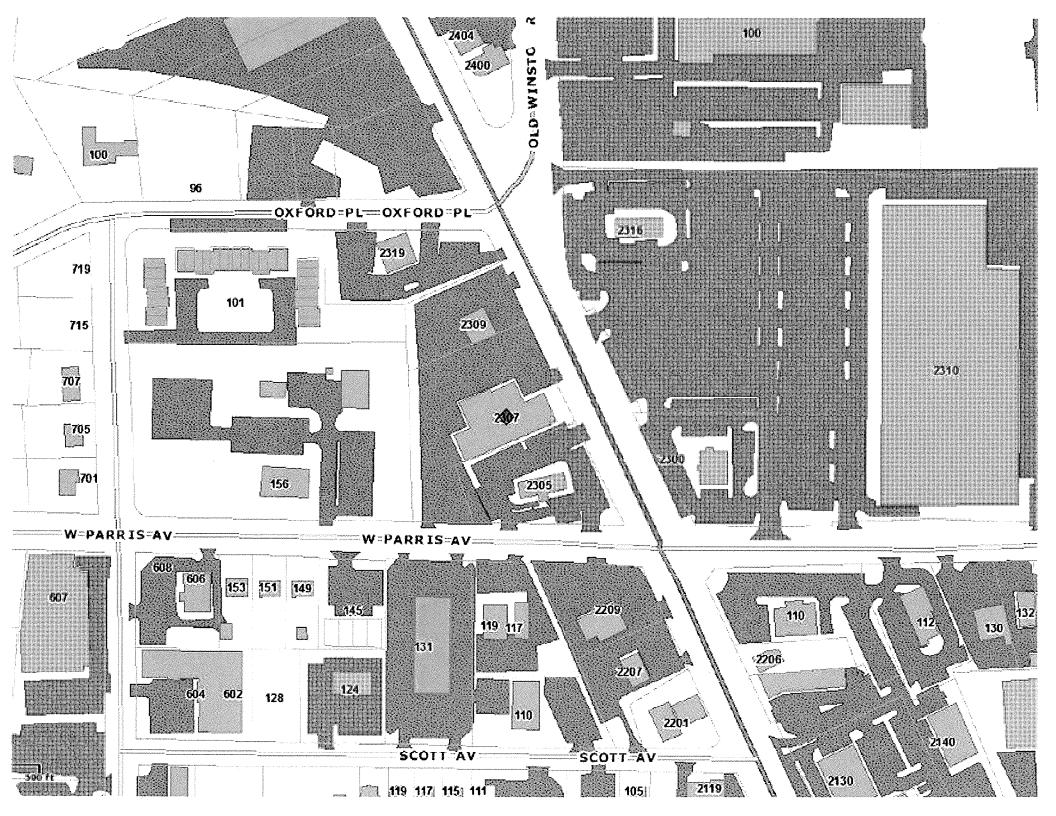
Sieg, Richard

mylmage.jpg

From: Sent: To: Subject:	Taber, Lisa <lisa.taber@ncdenr.gov> Monday, August 26, 2013 4:11 PM Sieg, Richard RE: Public Notice - Adjacent Property Owners</lisa.taber@ncdenr.gov>
Filed: NRTID:	-1 !nrtdms:0:!session:DMSWIN1:!database:US2008:!document:4910378,1:
	ing at the shape of the property boundary on the draft plat (the angle of the acute r), I'm not so sure the black line isn't part of the property boundary. So, to be safe, I those two properties.
I believe you have identified the o	correct offsite parcels. Thanks!
Original Message From: Sieg, Richard [mailto:RSieg. Sent: Monday, August 26, 2013 3: To: Taber, Lisa Cc: McDaniel, Pam Subject: Public Notice - Adjacent I	:17 PM
Lisa,	
Just to make sure that we are on am preparing notices. I intend to	the same page, I am sending you this attached picture with a list of those properties I send notices to:
2305 N Main 2310 N Main 2316 N Main 2319 N Main 101 Oxford Pl 156 W Parris Av 131 W Parris Av 117 W Parris Av 119 W Parris Av	
	light gray line (as drawn on the map) appears to be the property line between 2309 me know if you have any comments about this.
Thank you.	
Best, Richard	
Your message is ready to be sent	with the following file or link attachments:

Sieg, Richard

Sieg, Kichard							
From: Sent: To: Cc: Subject: Attachments:	Sieg, Richard Monday, August 26, 2013 3:17 PM Taber, Lisa pmcdaniel@kilpatrickstockton.com Public Notice - Adjacent Property Owners myImage.jpg						
Filed: NRTID:	-1 !nrtdms:0:!session:DMSWIN1:!database:US2008:!document:4871585,1:						
Lisa,							
Just to make sure that we are on am preparing notices. I intend to	the same page, I am sending you this attached picture with a list of those properties I send notices to:						
2305 N Main 2310 N Main 2316 N Main 2319 N Main 101 Oxford Pl 156 W Parris Av 131 W Parris Av 117 W Parris Av							
The last two are close calls as the light gray line (as drawn on the map) appears to be the property line between 2309 and 2305 (not the black line). Let me know if you have any comments about this.							
Thank you.							
Best, Richard							
Your message is ready to be sent with the following file or link attachments:							
mylmage.jpg							
	er viruses, e-mail programs may prevent sending or receiving certain types of file security settings to determine how attachments are handled.						





1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail
United States of America
1800 F Street NW
Washington, DC 20405

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Sir or Madam:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to the United States of America in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that the United States of America is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined, 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; ncroom@HighPointNC.gov or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230223

ship date Wed, Aug 28 2013

to

United States of America 1800 F Street NW Washington , DC 20405 US 336.607.7386

residential address

No

return label No from

Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 US 336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332 pmcdaniel@kilpatr

pmcdaniel@kilpatricktownser .com

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Return Receipt

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NO IMAGE AVAILABLE



Guilford County, NC

Owner/Parcel Information

Owner Name UNITED STATES OF AMERICA Zoning PI

Mailing Address 1800 F ST NW Use GOVERNMENT OWNED

 City State Zip
 WASHINGTON, DC 20405
 Parcel Size
 3.93

 PIN
 6891652181-000
 Tax District
 100

 Appraisal Neighborhood
 6891C01
 Plat/Condo Bk & Pg
 0

Legal Description 3.88 AC PENNY LAND 156 PARRIS

Book & Page Sale Date Sale Price Doc Type Qualified? Improved?				Sales History			
	Book & Page	Sale Date	Sale Price	Doc Type	Qualified?	Improved?	

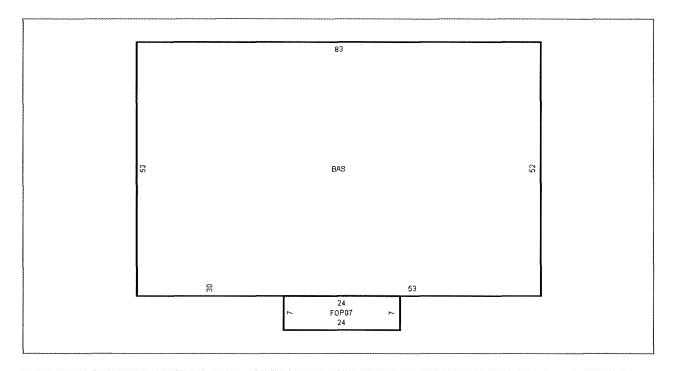
	Appr	aisal Values	
Land	Buildings	Extra Features	Total ∀alue
\$719,700	\$85,900	\$4,900	\$0

	Extra	a Feature Sum	mary	
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	25000	UNITS		\$4,500
METAL FENCE- COMMERCIAL	600	UNITS		\$400

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 1)

	lm	provement Details		
Bldg Number	n kina kentan kantai saari kantai territa da mana kantailan kentailan ada kantailan kentailan kentailan kentai T	Air Conditioning Type	NONE	
Bldg Description	MILITARY	Heating Type	Forced air-ducted	
Bldg Use	COMM CONST	Effective Year Built	1965	
Foundation	SPRDFOOT	Building Grade	D+5 81%	
Exterior Wall	FACE BRK	Heated Sq Ft	4,316	
Year Built	1965	Building Value	\$85,900	
Style	1.0 Story	Bedrooms	0	
Fireplace	No	Bathrooms	FULL:0 HALF: 0	
Units	0	Comm. Roof Structure	Wd tr	



	Building Area Totals	
Code	Description	Sq Feet
	/FACE BRK/SPRDFOOT	4,316
FOP0	Porch, Open Fin	168

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

J D Dobbins Registered Agent Building Service Corporation P.O. Box 5249 High Point, NC 27260

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Dobbins:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying *Summary of the Notice of Intent to Redevelop a Brownfields Property* is provided to you as Registered Agent for Building Service Corporation in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Building Service Corporation is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230208

ship date Wed, Aug 28 2013

to

J. D. Dobbins, Registered Agent Building Service Corporation P. O. Box 5249 High Point, NC 27260 US 336.607.3386

residential address No

return label No from

Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 US 336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator
Pam McDaniel
336 607 7332
pmcdaniel@kilpatricktownser

.com create time 08/28/13, 1:40PM vendor Certified Mail

tracking number CERT00230208

service

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options

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1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Building Service Corporation P.O. Box 5249 High Point, NC 27262

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Sir and/or Madam:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Building Service Corporation is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

char Sie

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined, 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230206

ship date Wed, Aug 28 2013

to

Building Service Corporation P. O. Box 5249 High Point, NC 27262 US 336.607.7386

residential address

No

return label No from

Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 US 336 607 7386

Richard Sieg (02136)

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktownser .com

create time 08/28/13, 1:33PM

vendor
Certified Mail

tracking number
CERT00230206

service
USPS Certified Mail™
options

Return Receipt

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1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Building Service Corporation P.O. Box 1847 Wilson, NC 27894-1847

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Sir and/or Madam:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Building Service Corporation is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined, 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230207

ship date Wed, Aug 28 2013

to

Building Service Corporation P. O. Box 1847 Wilson , NC 27894-1847 US 336.607.7386

residential address

No

return label No from

Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem, NC 27101 US
336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktownser .com

create time 08/28/13, 1:37PM

vendor Certified Mail

tracking number CERT00230207

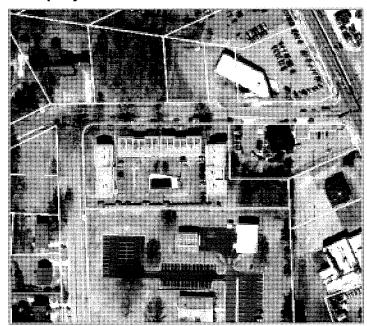
service

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options

Return Receipt

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Zoning Use

Parcel Size

Tax District

Guilford County, NC

Owner/Parcel Information

Owner Name

BUILDING SERVICE CORP

Mailing Address

PO BOX 5249

City State Zip

PIN

Appraisal Neighborhood 6891B21

HIGH POINT, NC 27262

6891652378-000

COMMON AREA OXFORD HOUSE

Sales History

Book & Page

Legal Description

Sale Date

Sale Price

Doc Type

Qualified?

Plat/Condo Bk & Pg 0

RM-12

1.80

100

Condominium

Improved?

Land	Buildings	Extra Features	Total Value
\$0	\$0	\$10,200	\$0

Extra Feature Summary

Feature Description	Size/Count	Measure	Year	Value
STORAGE BUILDING	3x4	DIMENSION S		\$100
METAL FENCE- COMMERCIAL	2250	UNITS		\$1,600
PATIO	2250	UNITS		\$300
PAVING ASP	11600	UNITS		\$300
POOL/AVERAGE QUALITY SWIMMING POOL	722	UNITS		\$7,900

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Monday, August 26, 2013

Guilford County, NC

Property Card Address 101 OPEN OXFORD PL Parcel ID 0202755

PATIO 15x8 DIMENSION \$0

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 0 of 0)

Improvement Details					
Bldg Number	Air Conditioning Type				
Bldg Description	Heating Type				
Bidg Use	Effective Year Built				
Foundation	Building Grade				
Exterior Wall	Heated Sq Ft				
Year Built	Building Value				
Style	Bedrooms				
Fireplace	Bathrooms				
Units	Comm. Roof Structure				

	Code	Description	Sq Feet	
The state of the s		Building Area Totals		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



Elaine F. Marshall Secretary

North Carolina

DEPARTMENT OF THE

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

Date: 8/26/2013

Click here to:

View Document Filings | File an Annual Report |

🆫 Print a pre-populated Annual Report Form | Amend A Previous Annual Report |

Corporation Names

Name

Name Type

NC BUILDING SERVICE CORPORATION

LEGAL

Business Corporation Information

SOSID:

0018428

Status:

Multiple 6/7/1974

Effective Date:

DOMESTIC

Citizenship: State of Inc.:

NC

Duration:

PERPETUAL

Registered Agent

Agent Name:

DOBBINS, J D

Office Address:

620 N. MAIN STREET HIGH POINT NC 00000

Mailing Address:

620 N. MAIN STREET

HIGH POINT NC 00000

Principal Office

Office Address:

NO ADDRESS

Mailing Address:

PO BOX 1847

WILSON NC 27894-1847

Officers

Stock

Class

Shares

No Par Value

Par Value

COMMON 10000

100

This website is provided to the public as a part of the Secretary of State Knowledge Base (SOSKB) system. Version: 1355

Building Service Corporation 7/14/1993 931955000 ADM Dissolution



Notice

The image of this document is not available for viewing online. If an affidavit is needed, please contact the North Carolina Secretary of State, Corporations Division at (919) 807-2225.

Please be sure to inform the Corporations Division staff member that you are requesting an affidavit to replace an unavailable image.

North Carolina Department of the Secretary of State Corporations Division PO Box 29622 Raleigh, NC 27626-0622 Postage Paid

Building Service Corporation Attn: J DOBBINS 620 N. Main Street High Point, NC, 0

NOTIFICATION OF REVENUE SUSPENSION

Please be advised that, at the direction of the North Carolina Department of Revenue, the entity identified on the reverse is hereby suspended upon the records of the Department of the Secretary of State for its failure to comply with the requirements of the Department of Revenue pursuant to N.C.G.S. § 105-230(a).

In order to be reinstated, you must contact the North Carolina Department of Revenue at (877) 252-3052. Do not contact the Department of the Secretary of State since this office has no authority to clear the suspension or provide related information. Once you have corrected the deficiency, the North Carolina Department of Revenue will notify us and we will remove the suspension pursuant to N.C.G.S. § 105-232 at that time.

North Carolina Department of the Secretary of State

Corporations Division

August, 24 2005



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Carter Brothers Holdings, LLC Attn: Steven Carter and Timothy Carter Members of Carter Brothers Holdings, LLC 1026-B Hutton Lane High Point, NC 27262

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Bouldin:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as Members for Carter Brothers Holdings, LLC, in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Carter Brothers Holdings, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer: to be determined], 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 G.S. 130A-310.35.

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Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230219

ship date Wed, Aug 28 2013

Carter Brothers Holdings, LL(1026-B Hutton Lane High Point, NC 27262 US 336.607.7386

residential address No

return label No

from

Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 US 336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktownser .com

create time 08/28/13, 2:02PM vendor Certified Mail

tracking number CERT00230219

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Return Receipt

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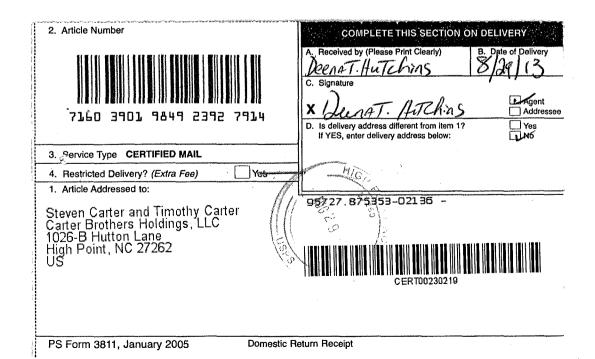
RLS

TO:

Steven Carter and Timothy Carter Carter Brothers Holdings, LLC 1026-B Hutton Lane High Point, NC 27262 US

SENDER:95727.875353-02136

REFERENCE: PS Form 3800, January 2005						
RETURN	Postage	·421.12				
RECEIPT	Certified Fee	3.10				
SERVICE	Return Receipt Fee	2.55				
	Restricted Delivery	(Q100)				
1 1 1	Total Postage & Fees	6.37				
	Oron Octaine	RK OR DATE				
Certif	fied Mail	2 8 2013 YOU				
	Coverage Provided	//				





1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Steven H. Bouldin Registered Agent Carter Brothers Holdings, LLC 300 North Main Street, Suite 400 High Point, NC 27260

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Bouldin:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as Registered Agent for Carter Brothers Holdings, LLC, in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Carter Brothers Holdings, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

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Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230220

ship date Wed, Aug 28 2013

to

Steven H. Bouldin, Reg. Agei Carter Brothers Holdings, LL(300 North Main St., Suite 400 High Point, NC 27260 US 336.607.7386

residential address No

return label No from

Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem . NC 27101 US

billing

336 607 7386

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

.com

Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktownser

create time 08/28/13, 2:04PM vendor Certified Mail

tracking number CERT00230220

service

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options

Return Receipt

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7160 3901 9849 2392 7921

RLS

TO:

Steven H. Bouldin, Reg. Agent Carter Brothers Holdings, LLC 300 North Main St., Suite 400 High Point, NC 27260 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE

PS Form 3811, January 2005

Postage 9-2 1.12
Certified Fee 3.10
Return Receipt Fee 2.55
Restricted Delivery 0.00

Total Postage & Fees

Receipt for Certified Mail

US Postal Service

No Insurance Coverage Provided Do Not Use for International Mail POSTMARK OR DATE

AUG 2 8 2013

2. Article Number	COMPLETE THIS SECTION ON DELIVERY
	A. Received by (Please Print Clearly) B. Date of Delivery
	C. Signature X HA PATTA GARAGE
7160 3901 9849 2392 7921	D. Is delivery address different from item 1? If YES, enter delivery address below: If YES, enter delivery address below:
3. Service Type CERTIFIED MAIL	
4 Restricted Delivery? (Extra Fee) Yes	110 30 25
Article Addressed to:	
Steven H. Bouldin, Reg. Agent Carter Brothers Holdings, LLC 300 North Main St., Suite 400 High Point, NC 27260	95727.875353-02136 / USP3
US	CERT00230220

Domestic Return Receipt







GB

Guilford County, NC

Owner/Parcel Information

Owner Name CARTER BROTHERS HOLDINGS LLC Zoning

Mailing Address 1026-B HUTTON LANE Use Commercial

City State Zip HIGH POINT, NC 27262 Parcel Size 0.91

 PIN
 6891657073-000
 Tax District
 100

 Appraisal Neighborhood
 6891C01
 Plat/Condo Bk & Pg
 32-62

Legal Description PT A PB 32-62 2305 N MAIN S

			Sales History		
Book & Page	Sale Date	Sale Price	Doc Type	Qualified?	Improved?
005150-01826	2001-02-15	\$595,000		Yes	Yes
003644-00961	1988-02-15	\$599,000		Yes	Yes
003160-00975	1981-05-15	\$225,000		Yes	Yes

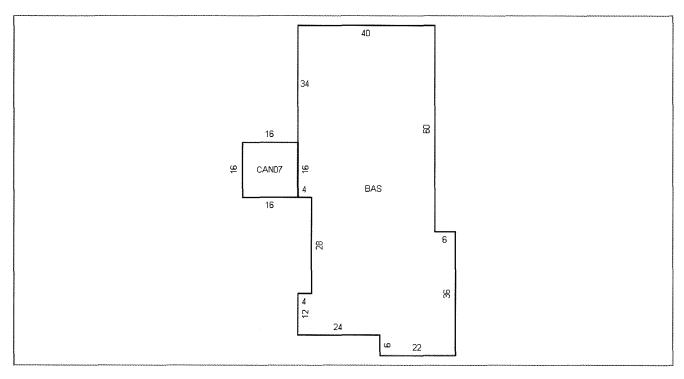
	Appra	aisal Values	
Land	Buildings	Extra Features	Total Value
\$357,100	\$214,100	\$24,700	\$595,900

	Ext	ra Feature Sumr	nary	
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	30000	UNITS		\$5,400
STORAGE BUILDING	20x12	DIMENSION S		\$3,200
STORAGE BUILDING	470	UNITS		\$16,100

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 1)

	lmp	rovement Details	
Bldg Number	1	Air Conditioning Type	CENTRAL
Bldg Description	RESTAURANTS	Heating Type	Forced air-ducted
Bldg Use	COMM CONST	Effective Year Built	1990
Foundation	SPRDFOOT	Building Grade	B 128%
Exterior Wall	FACE BRK	Heated Sq Ft	3,800
Year Built	1981	Building Value	\$214,100
Style	1.0 Story	Bedrooms	0
Fireplace	No	Bathrooms	FULL:0 HALF: 0
Units	0	Comm. Roof Structure	Bar j



	Building Area Totals	
Code	Description	Sq Feet
	/FACE BRK/SPRDFOOT	3,800
CAN0	Canopy	256

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Ernest Norman Mansour, Jr. Edward Francis Mansour, II 1810 Evergreen Avenue Goldsboro, NC 27530

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Messrs, Mansour:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that you are the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Phohand Sie

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined, 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605



U.S. Postal Service CERTIFIED MAIL

package id 00230226 ship date Wed, Aug 28 2013 to Edward Francis Mansour, II 1810 Evergreen Avenue Goldsboro , NC 27530 US 336.607.7386 residential address No return label No from
Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem, NC 27101 US
336 607 7386
billing
ARDEN GROUP, LLC
(THE).BROWNFIELDS
REDEVELOPMENT
(95727.875353)
operator
Pam McDaniel

pmcdaniel@kilpatricktownser

336 607 7332

08/28/13, 2:14PM

.com create time vendor
Certified Mail

tracking number
CERT00230226

service
USPS Certified Mail™
options
Return Receipt

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7160 3901 9849 2392 7952 RI	7160	IOPE	9849	2392	7952	RI
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TO:

Ernest Norman Mansour, Jr. Edward Francis Mansour, Il 1810 Evergreen Avenue Goldsboro, NC 27530 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE

Postage Certified Fee 3.10 Return Receipt Fee Restricted Delivery

Total Postage & Fees

US Postal Service

Receipt for **Certified Mail**

No Insurance Coverage Provided Do Not Use for International Mail POSTMARK OR DATE

2 8 2013

2. Article Number



7160 3901 9849 2392 7952

- 3. Service Type CERTIFIED MAIL
- 4. Restricted Delivery? (Extra Fee)

Yes

1. Article Addressed to:

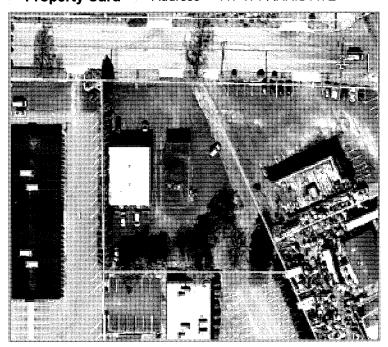
Ernest Norman Mansour, Jr. Edward Francis Mansour, II – 1810 Evergreen Avenue Goldsboro, NC 27530 US

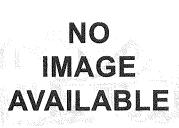
COMPLETE THIS SECTION ON DELIVERY

ress different from item 1?

PS Form 3811, January 2005

Domestic Return Receipt







Commercial

56-25

0.65

100

Guilford County, NC

Owner/Parcel Information

Use

Parcel Size

Tax District

Plat/Condo Bk & Pg

Owner Name MANSOUR, ERNEST NORMAN JR; Zoning GO-M

MANSOUR, EDWARD FRANCIS II

Mailing Address 1810 EVERGREEN AVE

City State Zip GOLDSBORO, NC 27530

PIN 6891647757-000

Appraisal Neighborhood 6891C01

Legal Description B PB56-25 117 PARRIS AV

Sales History

 Book & Page
 Sale Date
 Sale Price
 Doc Type
 Qualified?
 Improved?

 004462-00093
 1996-09-15
 \$145,000
 Yes
 Yes

Appraisal Values

 Land
 Buildings
 Extra Features
 Total Value

 \$142,000
 \$135,900
 \$2,300
 \$280,200

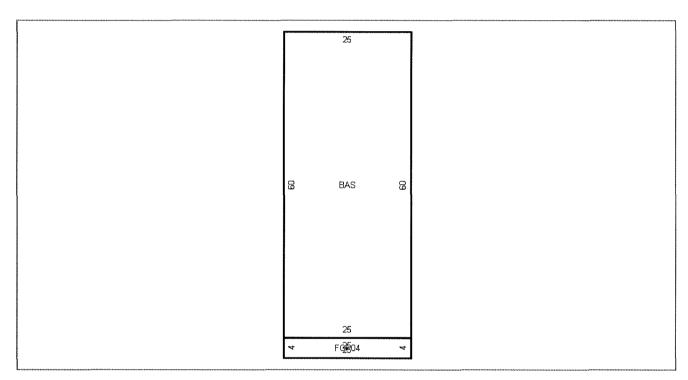
Extra Feature Summary

Feature DescriptionSize/CountMeasureYearValuePAVING ASP8000UNITS\$1,400PAVING ASP5000UNITS\$900

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 2)

	Un	nprovement Details	
Bldg Number	1	Air Conditioning Type	PACKAGE ROOF TOP
Bldg Description	OFFICE	Heating Type	Heat pump
Bldg Use	OFF CONST	Effective Year Built	1980
Foundation	SPRDFOOT	Building Grade	C+5 105%
Exterior Wall	Precast Pan	Heated Sq Ft	1,500
Year Built	1975	Building Value	\$48,100
Style	1.0 Story	Bedrooms	0
Fireplace	No	Bathrooms	FULL:0 HALF: 0
Units	0	Comm. Roof Structure	Bari



	Building Area Totals	
Code	Description	Sq Feet
	/Precast Pan/SPRDFOOT	1,500
FOP0	Porch, Open Fin	100

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Monday, August 26, 2013

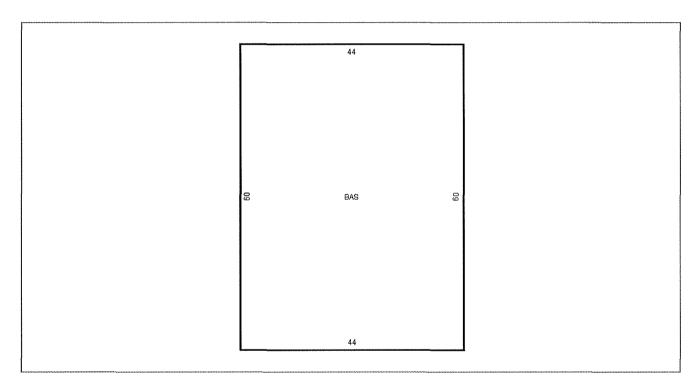
Address 117 W

117 W PARRIS AVE

Parcel ID 0194673

Appraisal Detail (Building 2 of 2)

	I m	nprovement Details	
Bldg Number	2	Air Conditioning Type	CENTRAL
Bldg Description	OFFICE	Heating Type	Heat pump
Bldg Use	OFF CONST	Effective Year Built	1986
Foundation	CONTFOOT	Building Grade	C-5 95%
Exterior Wall	FACE BRK	Heated Sq Ft	2,640
Year Built	1986	Building Value	\$87,800
Style	1.0 Story	Bedrooms	0
Fireplace	No	Bathrooms	N/A
Units	0	Comm. Roof Structure	Barj



	Building Area Totals	
Code	Description	Sq Feet
	/FACE BRK/CONTFOOT	2,640

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

J Sanders Dallas Jr. Registered Agent Century Income, Inc. 215 N Centennial Street High Point, NC 27260

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Dallas:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as the President and Registered Agent for Century Income, Inc., in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Century Income, Inc. is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230229 ship date Wed, Aug 28 2013

to

J. Sanders Dallas Jr., Reg. AgentCentury Income, Inc.215 N. Centennial StreetHigh Point, NC 27260 US

residential address No

336.607.7386

return label No from
Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem, NC 27101 US

billing ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

336 607 7386

operator
Pam McDaniel
336 607 7332
pmcdaniel@kilpatricktownser
.com

create time 08/28/13, 2:17PM vendor Certified Mail tracking number CERT00230229 service

USPS Certified Mail™

options

Return Receipt

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3770	10PE	9849	2392	7969	R15
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TO:

J. Sanders Dallas Jr., Reg. Agent Century Income, Inc. 215 N. Centennial Street High Point, NC 27260 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005 RETURN

RECEIPT SERVICE

Postage Certified Fee 3.10 Return Receipt Fee 2 55 Restricted Delivery 0.00 Total Postage & Fees

US Postal Service

Receipt for **Certified Mail**

No Insurance Coverage Provided Do Not Use for International Mail

6.5 POSTMARK OR DATE AUG 28



7160 3901 98K9 2392 7969.

- 3. Service Type CERTIFIED MAIL
- 4. Restricted Delivery? (Extra Fee)
- 1. Article Addressed to:

J. Sanders Dallas Jr., Reg. Agent Century Income, Inc. 215 N. Centennial Street High Point, NC 27260 US

COMPLETE THIS SECTION ON DELIVERY

Date of Delivery

D. Is delivery atthress different from item 1?
If YES, enter delivery address below:

Agent Addressee Yes

95727.875353-02136 -



Yes



NO IMAGE AVAILABLE



Guilford County, NC

Owner/Parcel Information

Owner Name CENTURY INCOME INC Zoning

Mailing Address 215 N CENTENNIAL ST Use OFFICE City State Zip HIGH POINT, NC 27262 Parcel Size 1.26

PIN 6891645771-000 Tax District 100

Appraisal Neighborhood 6891C01 Plat/Condo Bk & Pg 56-25

Legal Description A PB56-25 BK2861-20 131 W PARRIS

Sales History

Book & Page Sale Date Sale Price Doc Type

Doc Type Qualified? Improved?

CU-GB

Appraisal Values

 Land
 Buildings
 Extra Features
 Total Value

 \$178,000
 \$215,100
 \$7,600
 \$400,700

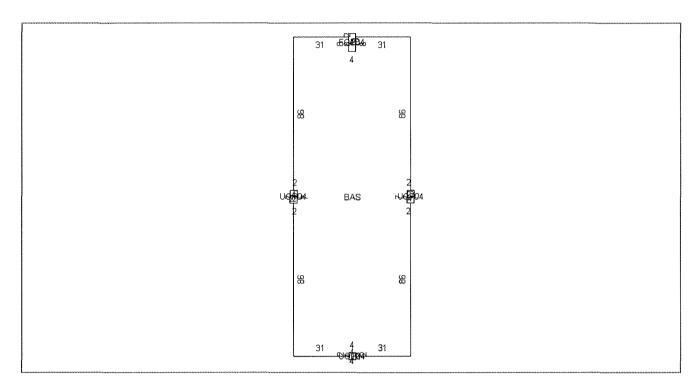
Extra Feature Summary

Feature Description Size/Count Measure Year Value
PAVING ASP 42000 UNITS \$7,600

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 1)

	ln	provement Details		
Bldg Number	1	Air Conditioning Type	PACKAGE ROOF TOP	
Bldg Description	OFFICE	Heating Type	Heat pump	
Bldg Use	OFF CONST	Effective Year Built	1978	
Foundation	SPRDFOOT	Building Grade	C-10 90%	
Exterior Wall	Com brk	Heated Sq Ft	11,746	
Year Built	1978	Building Value	\$215,100	
Style	1.0 Story	Bedrooms	0	
Fireplace	No	Bathrooms	FULL:0 HALF:0	
Units	0	Comm. Roof Structure	Barj	



	Building Area Totals	
Code	Description	Sq Feet
	/Com brk/SPRDFOOT	11,746
FOP0	Porch, Open Fin	40
UOP0	Porch, Open Unfin	72

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			,



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Leonard H. Braudis, Jr.
Registered Agent and Managing Member
LENARCO, L.L.C.
905 Flicker Lane
High Point, NC 27262

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Braudis:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as the Registered Agent and Managing Member for LENARCO, L.L.C., in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that LENARCO, L.L.C. is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; ncroom@HighPointNC.gov or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id
00230221
ship date
Wed, Aug 28 2013
to
Leonard H. Braudis, Jr. Reg.
Agent
LENARCO, LLC
905 Flicker Lane
High Point, NC 27262 US
336.607.7386
residential address
No
return label
No

from Richard Sieg (02136) Kilpatrick Townsend & Stockton LLP 1001 West Fourth Street Winston-Salem, NC 27101 US 336 607 7386 billing ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353) operator Pam McDaniel 336 607 7332 pmcdaniel@kilpatricktownser .com create time 08/28/13, 2:08PM

vendor
Certified Mail

tracking number
CERT00230221

service
USPS Certified Mail™
options
Return Receipt

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7160 3901 9849 2392 7938



TO:

Leonard H. Braudis, Jr. Reg. Agent LENARCO, LLC 905 Flicker Lane High Point, NC 27262 US

SENDER: 95727.875353-02136

REFERENCE:

US Postal Service

Receipt for Certified Mail

No insurance Coverage Provided Do Not Use for International Mail

PS Form 3811, January 2005

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and a				,		
	NO.	- Q A 1	L., g'	a NC		

2. Article Number	COMPLETE THIS SECTION ON DELIVERY
7160 3901 9849 2392 7938	A. Received by (Please Print Clearly) B. Date of Delivery C. Signature Addressee I. Is delivery address different from item 1? If YES, enter delivery address below: 1 17 18 19 19 19 19 19 19 19 19 19 19 19 19 19
Service Type CERTIFIED MAIL	
4. Restricted Delivery? (Extra Fee) Yes	
Article Addressed to:	
Leonard H. Braudis, Jr. Reg. Agent LENARCO, LLC 905 Flicker Lane High Point, NC 27262 US	95727, 875353-02136 - CERT00230221

Domestic Return Receipt

Property Card Address 2319 N MAIN ST Parcel ID 0194658







GB

0.78

100

Commercial

Guilford County, NC

Owner/Parcel Information

Owner Name Mailing Address

LENARCO LLC 905 FLICKER LN

City State Zip

HIGH POINT, NC 27262

PIN

6891655442-000

Appraisal Neighborhood 6891C01

Legal Description

Plat/Condo Bk & Pg 36-77 D PB36-77 BK1822-402 2319 N MAIN S

Sales History

Book & Page

Sale Date

Sale Price

Doc Type

Qualified?

Improved?

Appraisal Values

Land

Buildings

Extra Features

Zoning

Parcel Size

Tax District

Use

Total Value

\$306,700

\$86,800

\$3,200

\$396,700

Extra Feature Summary

Feature Description **PAVING ASP**

Size/Count 17500

Measure **UNITS**

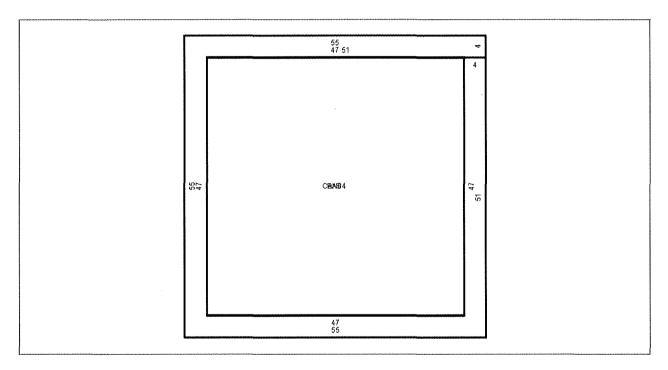
Year

Value \$3,200

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

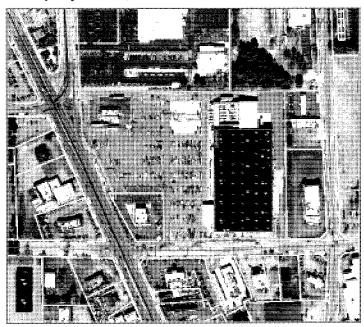
Appraisal Detail (Building 1 of 1)

Bldg Number	1	Air Conditioning Type	CENTRAL	
Bldg Description	Description OFFICE Heating Type		Forced air-ducted	
Bldg Use	OFF CONST	Effective Year Built	1980	
Foundation	SPRDFOOT	Building Grade	C+10 110%	
Exterior Wall	FACE BRK	Heated Sq Ft	2,209	
Year Built	1969	Building Value	\$86,800	
Style	1.0 Story	Bedrooms	0	
Fireplace	No	Bathrooms	FULL:0 HALF: 0	
Units	0	Comm. Roof Structure	Wd tr	



	Building Area Totals		
Code	Description	Sq Feet	
	/FACE BRK/SPRDFOOT	2,209	
CAN0	Canopy	816	

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.







Guilford County, NC

Owner/Parcel Information

Owner Name

BAKER HIGH POINT LLC

Mailing Address

PO BOX 105842 ATLANTA, GA 30348

City State Zip PIN

6891752266-000

Appraisal Neighborhood 6891C01

Legal Description

11.36 AC PB130-127 2310 N MAIN

CU-SC Zoning Use **RETAIL** Parcel Size 11.36

> Tax District 100

Plat/Condo Bk & Pg 130-127

			Sales History		
Book & Page	Sale Date	Sale Price	Doc Type	Qualified?	Improved?

	Appr	aisal Values	
Land	Buildings	Extra Features	Total Value
\$2,850,300	\$4,284,700	\$289,100	\$7,424,100

	Extra	a Feature Sum	mary		
Feature Description	Size/Count	Measure	Year	Value	
PAVING ASP	433500	UNITS		\$117,000	
PAVING ASP	49056	UNITS		\$35,300	
SPRINKLER FIRE SUPPRESSION SYSTEM	80000	UNITS		\$136,800	

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			,



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Baker and Baker Real Estate Developers, LLC Attn: Steven M. Anastasion and John D. Baker Managers of Baker and Baker Real Estate Developers, LLC P.O. Box 12397 Columbia, SC 29211

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Gentlemen:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as Officers for Baker and Baker Real Estate Developers, LLC in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Baker and Baker Real Estate Developers, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions. and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street, Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





vendor

service

options

Certified Mail

tracking number

CERT00230215

Return Receipt

USPS Certified Mail™

package id 00230215

ship date Wed, Aug 28 2013

to

Steven M. Anastasion, John D. Baker

Baker and Baker Real Estate

Dev.

P. O. Box 12397 Columbia, SC 29211 US

336.607.7386

residential address

No

return label

No

from

Richard Sieg (02136) Kilpatrick Townsend &

Stockton LLP

1001 West Fourth Street

Winston-Salem, NC 27101 US

336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS

REDEVELOPMENT (95727.875353)

operator

Pam McDaniel

336 607 7332

pmcdaniel@kilpatricktownser

.com

create time

08/28/13, 1:57PM

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7160 3901 9849 2392 8027

RL5

TO:

Steven M. Anastasion, John D. Baker Baker and Baker Real Estate Dev. P. O. Box 12397 Columbia, SC 29211 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE

PS Form 3811, January 2005

Postage 42 1.12
Certified Fee 3.10
Return Receipt Fee
Restricted Delivery 0.00

Total Postage & Fees

6,77

US Postal Service

Receipt for Certified Mail

No insurance Coverage Provided Do Not Use for International Mail

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To.					

2. Article Number	COMPLETE THIS SECTION ON DELIVERY
	A. Beceived by (Please Print Clearly) B. Date of Delivery
	C. Signature
7160 3901 9849 2392 8027	D. Is delivery address different from item 1? If YES, enter delivery address below: If YES, enter delivery address below:
3 Service Type CERTIFIED MAIL	
4. Restricted Delivery? (Extra Fee)	
1. Article Addressed to:	
Steven M. Anastasion, John D. Baker Baker and Baker Real Estate Dev.	95727.875353-02136 -
Baker and Baker Real Estate Dev. P. O Box 12397	
Columbia, SC 29211	
US 🖖	
	CERTO0330245

Domestic Return Receipt



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

CT Corporation System
Registered Agent
Baker and Baker Real Estate Developers, LLC
150 Fayetteville Street, Box 1011
Raleigh, NC 27601

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Mr. Dobbins:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as Registered Agent for Baker and Baker Real Estate Developers, LLC in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Baker and Baker Real Estate Developers, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined, 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh, NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

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Mr. Bruce Nicholson
Brownfields Program Manager
Division of Waste Management
NC Department of Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230216

ship date Wed, Aug 28 2013

to

CT Corporation System, Reg Agent

Baker and Baker Real Est. Dev. LLC

150 Fayetteville St., Box 101 Raleigh , NC 27601 US 336.607.7386

residential address

No

return label `
No

from

Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
Winston-

Salem , NC 27101 US 336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator .

Pam McDaniel 336 607 7332

pmcdaniel@kilpatricktownser

.com

create time 08/28/13, 1:59PM vendor Certified Mail tracking number CERT00230216

service

USPS Certified Mail™

options

Return Receipt

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7160 3901 9849 2392 7907

TO:

CT Corporation System, Reg. Agent Baker and Baker Real Est. Dev. LLC 150 Fayetteville St., Box 1011 Raleigh, NC 27601

SENDER:95727.875353-02136

REFER	ENCE:				
RETURN	Postage		496	71.	17
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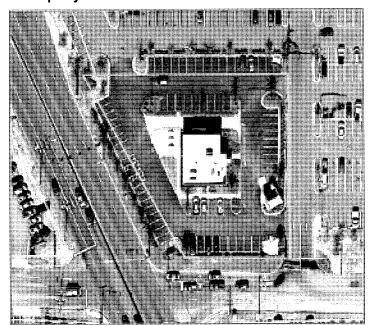
2. Article Number	COMPLETE THIS SECTION ON DELIVERY								
	A. Received by (Please Print Clearly)	B. Date of Delivery 8.30.13							
7160 3901 9849 2392 7907	C. Signature X Pull From item 17 If YES, enter delivery address below:	Agent Addressee							
3. Service Type CERTIFIED MAIL									
4. Restricted Delivery? (Extra Fee) Yes									
Article Addressed to:									
CT Corneration System Reg Agent	95727.875353-02136 -								

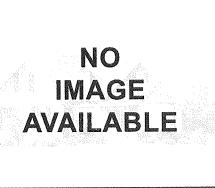
CT Corporation System, Reg. Agent Baker and Baker Real Est. Dev. LLC 150 Fayetteville St., Box 1011 Raleigh, NC 27601 US



PS Form 3811, January 2005

Domestic Return Receipt





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Commercial

Guilford County, NC

				P									

Owner Name BAKER & BAKER REAL ESTATE

DEVELOPERS LLC

Mailing Address 1400 PICKENS ST FIFTH FLOOR

City State Zip COLUMBIA, SC 29201

PIN

Appraisal Neighborhood 6891C01

Legal Description

6891750064-000

2300-C N MAIN

Sales History

Sale Price Book & Page Sale Date

Doc Type

Zoning

Parcel Size

Tax District

Use

Qualified?

Plat/Condo Bk & Pg 0

Improved?

Appraisal Values

Land \$371,400

Buildings \$183,800 Extra Features \$4,500

Total Value \$559,700

Extra Feature Summary

Feature Description PAVING ASP

Size/Count 25000

Measure UNITS

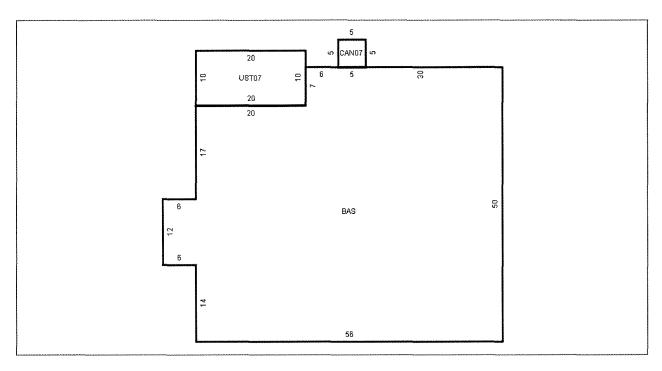
Year

Value \$4,500

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 1)

	lmi	provement Details	
Bldg Number	1	Air Conditioning Type	PACKAGE ROOF TOP
Bldg Description	COMM	Heating Type	Forced air-ducted
Bldg Use	COMM CONST	Effective Year Built	2005
Foundation Programme 1	SPRDFOOT	Building Grade	B-5 122%
Exterior Wall	STUCCO	Heated Sq Ft	2,732
Year Built	1995	Building Value	\$183,800
Style	1.0 Story	Bedrooms	0 .
Fireplace	No	Bathrooms	FULL:0 HALF:0
Units	0	Comm. Roof Structure	Wd tr



	Building Area Totals	
Code	Description	Sq Feet
	/STUCCO/SPRDFOOT	2,732
CAN0	Canopy	25
UST0	Storage, Unfin	200

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

Baker High Point, LLC Attn: Steven M. Anastasion and John D. Baker Managers of Baker High Point LLC P.O. Box 12397 Columbia, SC 29211

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Gentlemen:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as Officers for Baker High Point, LLC in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Baker High Point, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

If we are in error and you are not the current owner of property that adjoins the subject address, please contact us at (336) 607-7386 so that we may contact the current owner. Thank you for your attention.

Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

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Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than 8-28-2013, 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





package id 00230212

ship date Wed, Aug 28 2013

to

Steven Anastasion and John D. Baker

P. O. Box 12397 Columbia , SC 29211 US 336.607.7386

residential address No

return label No from

Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem, NC 27101 US

336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332

pmcdaniel@kilpatricktownser

.com

create time 08/28/13, 1:54PM vendor Certified Mail tracking number CERT00230212

service

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options

Return Receipt

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Baker High Point, LLC Steven Anastasion and John D. Bake P. O. Box 12397 Columbia, SC 29211 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT
SERVICE

Return Receipt Fee
Restricted Delivery
Total Postage & Fees

POSTMARK OR DATE

RECEIPT SERVICE

RECEIPT TOTAL POSTAGE & FOSTMARK OR DATE

RECEIPT FOR TOTAL POSTAGE & TOTAL PO

LEMENT C

Certified Mail

No Insurance Coverage Provided Do Not Use for International Mail

2. Article Number	COMPLETE THIS SECTION ON DELIVERY			
7160 3901 9849 2392 8010	A. Received by (Please Print Clearly) C. Signature Agent Addressee D. Is defivery address different from item 1? Yes If YES, enter delivery address below:			
-3. Service Type CERTIFIED MAIL				
4. Restricted Delivery? (Extra Fee) Yes				
1. Article Addressed to: Baker High Point, LLC Steven Anastasion and John D. Baker P. O. Box 12397 Columbia, SC 29211 US	95727.875353-02136 -			

Domestic Return Receipt

PS Form 3811, January 2005



1001 West Fourth St. Winston-Salem NC 27101-2400 t 336 607 7300 f 336 607 7500

Richard L. Sieg direct dial 336 607 7386 direct fax 336 734 2623 rsieg@kilpatricktownsend.com

August 28, 2013

Via Certified Mail

CT Corporation System Registered Agent Baker High Point, LLC 150 Fayetteville St., Box 1011 Raleigh, NC 27601

Subject:

Notification of Brownfields Property Redevelopment

Former Parks Suzuki

2307 & 2309 N. Main Street, High Point, Guilford County, NC

15030-11-41

Dear Sir or Madam:

On behalf of Parks Holdings, LLC and Nancy S. Spencer, the accompanying Summary of the Notice of Intent to Redevelop a Brownfields Property is provided to you as the Registered Agent for Baker High Point, LLC in accordance with the provisions of the North Carolina Brownfields Property Reuse Act. The records of Guilford County indicate that Baker High Point, LLC is the owner of property contiguous to the Brownfields Property. No response to this letter is necessary.

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Sincerely,

Richard Sieg

Attachment

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

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Mr. Bruce Nicholson
Brownfields Program Manager
Division of Waste Management
NC Department of Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605





vendor

service

options

Certified Mail

tracking number

CERT00230209

Return Receipt

USPS Certified Mail™

package id 00230209

ship date Wed, Aug 28 2013

to

CT Corporation System - Reç Agent Baker High Point, LLC 150 Fayetteville St., Box 101 Raleigh , NC 27601 US

336.607.7386 residential address

No

return label

No

from

Richard Sieg (02136)
Kilpatrick Townsend &
Stockton LLP
1001 West Fourth Street
WinstonSalem, NC 27101 US

336 607 7386

billing

ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT (95727.875353)

operator

Pam McDaniel 336 607 7332

pmcdaniel@kilpatricktownser

.com

create time

08/28/13, 1:44PM

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7160 3901 9849 2392 8003

TO:

CT Corporation System - Reg. Agent Baker High Point, LLC 150 Fayetteville St., Box 1011 Raleigh, NC 27601 US

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE Postage 3 10 Certified Fee Return Receipt Fee

Restricted Delivery Total Postage & Fees

US Postal Service

Receipt for **Certified Mail**

No Insurance Coverage Provided Do Not Use for International Mail

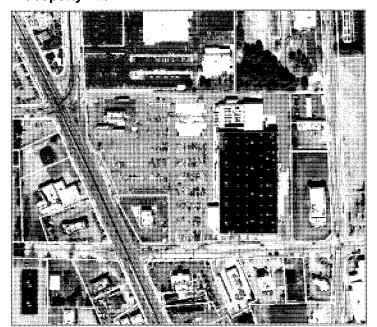
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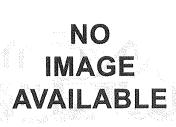
of Delivery
Yes No



PS Form 3811, January 2005

Domestic Return Receipt







CU-SC

RETAIL

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100

Plat/Condo Bk & Pg 130-127

Zoning

Parcel Size

Tax District

Use

Guilford County, NC

Owner/Parcel Information

BAKER HIGH POINT LLC Owner Name Mailing Address PO BOX 105842

City State Zip ATLANTA, GA 30348

PIN 6891752266-000

Appraisal Neighborhood 6891C01

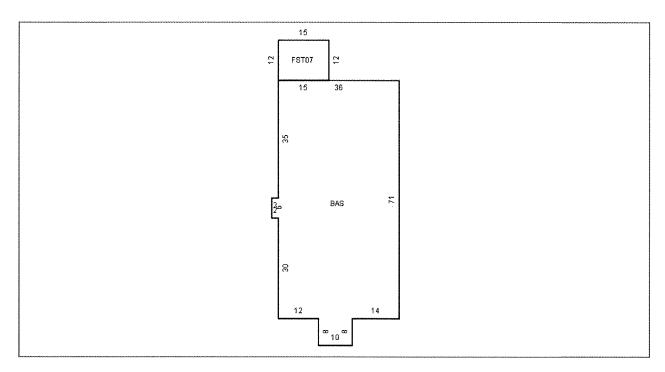
11.36 AC PB130-127 2310 N MAIN Legal Description

			Sales Histo	ry			
Book & Page	Sale Date	Sale Price	Doc Type	e Qua	alified?	Improved?	
		A	ppraisal Va	lues			
Land		Buildings	:	Extra Features		Total Value	
\$2,850,300		\$4,284,700		\$289,100		\$7,424,100	
		Extra	Feature Su	ımmary			a
Feature Desc	ription	Size/Count	Measure	Year		Value	
PAVING A	SP	433500	UNITS			\$117,000	
PAVING A	SP	49056	UNITS			\$35,300	
SPRINKLER SUPPRESSION	· · · · —	80000	UNITS			\$136,800	

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 1 of 2)

	Imp	rovement Details	
Bldg Number	1	Air Conditioning Type	PACKAGE ROOF TOP
Bldg Description	RESTAURANTS	Heating Type	Heat pump
Bldg Use	COMM CONST	Effective Year Built	1987
Foundation	SPRDFOOT	Building Grade	B-5 122%
Exterior Wall	FRAME	Heated Sq Ft	2,648
Year Built	1987	Building Value	\$30,200
Style	Unknown	Bedrooms	0
Fireplace	No	Bathrooms	FULL:0 HALF:0
Units	0	Comm. Roof Structure	Wd tr

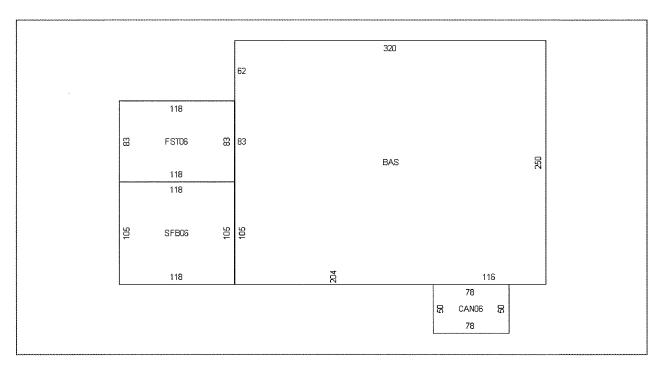


	Building Area Totals		
Code	Description	Sq Feet	
	/FRAME/SPRDFOOT	2,648	
FST0	Storage, Fin	180	

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Appraisal Detail (Building 2 of 2)

	Improv	rement Details	
Bldg Number	2	Air Conditioning Type	CENTRAL
Bldg Description	WAREHOUSE STORE	Heating Type	Forced air-ducted
Bldg Use	WHSE CONST	Effective Year Built	2000
Foundation	SPRDFOOT	Building Grade	B+15 148%
Exterior Wall	Com brk	Heated Sq Ft	92,390
Year Built	2000	Building Value	\$4,254,500
Style	Unknown	Bedrooms	0
Fireplace	No	Bathrooms	N/A
Units	0	Comm. Roof Structure	Steel



	Building Area Totals	
Code	Description	Sq Feet
	/Com brk/SPRDFOOT	80,000
FST0	Storage, Fin	9,794
SFB0	Base, Semi-Finished	12,390
CAN0	Canopy	3,900

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

SUMMARY OF NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY [Name of Prospective Developer]

Pursuant to N.C.G.S. § 130A-310.34, Parks Holdings, LLC and Nancy S. Spencer, the owners of the subject property, have filed with the North Carolina Department of Environment and Natural Resources ("DENR") a Notice of Intent to Redevelop a Brownfields Property ("Property") in High Point, Guilford County, North Carolina. Under certain conditions, and where public benefit will result from the redevelopment of an idled, abandoned or underutilized property, the owner may work with DENR to develop a draft Brownfields Agreement that will be entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of Parks Suzuki and other car dealerships, consists of 1.94 acres and is located at 2307 & 2309 N. Main Street. Environmental contamination exists on the Property in soil and groundwater. [Name of Prospective Developer; to be determined] has committed itself to non-residential commercial use of the Property, which may include use as a convenience store with dispensers for the sale of petroleum fuels, office space, retail shopping center, restaurants, and/or tire and auto service center. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DENR and Name of Prospective Developer; to be determined], 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 G.S. 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at High Point Public Library by contacting the Heritage Research Center at ncroom@HighPointNC.gov or by phone at 336-883-3637, or at 901 N. Main Street, High Point, NC 27262; or by contacting Shirley Liggins at 1646 Mail Service Center, Raleigh,

NC, 27699-1646; at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DENR 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 DENR within 21 days after the period for written public comments begins. Those periods will start no sooner than August 28, 2013 to be filled in later based on when it is believed PD will complete required tasks], 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 Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605

Deadline to request public meeting: <u>09/18/2013</u>

Deadline to submit comments: <u>09/27/2013</u>





Sieg, Richard

^c rom:	Amy Loflin <aloflin@hpe.< th=""><th>.com></th><th></th></aloflin@hpe.<>	.com>	
Sent:	Tuesday, September 10, 2	2013 1:44 PM	
To:	Sieg, Richard		
Subject:	Re: FW: Proof		
Attachments:	tearsheet (320).pdf		
Filed:	4		
NRTID:	!nrtdms:0:!session:DMSW	IN1:!database:US2008:!do	cument:4910850,1:
free to call with any que	e ad. We will have to receive payme stions.	ent for the ad before we v	vill issue the affidavit. Please fee
Thanks, Amy Loflin			
a linakasta uta	L. ARTONIO	e e	
On 9/10/13 10:03 AM, S	ieg, Richard wrote:		1
the ad ran as indicated i possible. Please send th	that the attached ad ran in the Hig n the below email. Also, please pro e invoice to my attention at Kilpatr n you email me an electronic versi	ovide me an advertising af rick Townsend & Stockton	ffidavit for our records as soon a LLP. How quickly can you turn
> Thank you.			
> 7386 cell 336 608 27	et Winston-Salem, NC 27101-240		
>			
>Original Message			
> From: Amy Loflin [mail			
> Sent: Tuesday, August			
> To: Sieg, Richard			
> Subject: Proof			
>			
> Attached is a copy of t 3pm. The total cost is \$2	he ad requested for a run date of 8, 24.40.	/28. I need to know of an	y questions or changes today by
>			
>			
> Thanks,			
> Amy Loflin			
> Major Account Repres	entative		
	Thomasville Times, Archdale Trinity	y News	
> 210 Church Ave, High	Point, NC 27262		
> (P)336-888-3585			
> (F)336-888-3642			

> <u>aloflin@hpe.con</u>	<u>n</u>	
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> Confidentiality Notice:

> This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. Section 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This transmission, and any attachments, may contain confidential attorney-client privileged information and attorney work product. If you are not the intended recipient, any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. Please contact us immediately by return e-mail or at 404 815 6500, and destroy the original transmission and its attachments without reading or saving in any manner.

> >______>

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298

SUMMARY OF NOTICE OF
INTENT TO REDEVELOP A BROWNFIELDS PROPERTY
IName of Prospective Developer)

INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

Name of Prospective Developer?

Pursuant to N.C. 9.8 § 130A-316.34; Parks Notings, LLC
and Nancy S. Spencer, the owners of the subject property,
and Name S. Spencer, the owners of the subject property,
and Name Resources ("DENN") a Noise of Imma to Redevelop a Brownfields Property ("Property") in High Point, Quillood
County, North Carolina. Under certain conditions, and where
public benefit will result from the redevelopment of an oiled,
DENR to develope a striff brownfield Agreement that will be
entered into by DENR and a Prospective Developer to be identified at a later date. The Property, which is the former site of
Parks Susuki and other car dealerships, consists of 1.94 acres
and is located at 2007 & 2009 N. Main Street. Environmental
Name of Prospective Developer; to be determined has committed sited to non-residential committed by the Property,
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August 28, 2013

20132502 RFP for Lawn Care Services

Request for Proposal Lawn Care Service 20132502

All bids/proposals must contain the following completed forms

All biodisphoposals must coman the following completed forms:

1. Responder Sattement (Maschment A)

2. Cost Proposal (Attachment C)

3. Brandard Statement of Audit

4. Section 3 and MWBE Centifications

1. High Point Business License

7. Profes of Firm (Attachment B)

8. ReterenceEtyperience

9. ReterenceEtyperience

10. Estimated Profest Visit Fision - Primorbub Contractor

10. Estimated Profest Visit Fision - Primorbub Contractor

10. Estimated Profest Visit Fision - Primorbub Contractor

10. Estimated Profest Visit Fision - Offerors of Non-Contractor

10. Estimated Profest Visit Fision - Primorbub Contractor

10. Estimated Profest Visit Fision - Primorbub Contractor

10. Estimated Profest Visit Fision - Offerors of Non-Contractors (form HUD-5369-C)

Contract for work under this RFP will obligate the Contractor not discriminate in employment practices. Bidders/Responder will submit a compliance report in conformity with Executive Order No. 11246. The Housing Authority encourages ministrowned, women owned and Section 3 businesses to participat

Direct all inquires to: Alan M. Oakley, Procurement Officer Housing Authority of the City of High Point 500 E. Rusself Avenue High Point, NC 27261 336-378-2322 acakley@hyb.a.et