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September 11, 2013

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).

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[1] and we will forward these to you upon receipt.

4. 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.

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)

Exhibit A

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

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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 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 **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/Commercial 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	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

[1]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 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, Prospective Developer has caused this instrument to be duly executed this ____ day of _____, 2013.

[Name of Prospective Developer]

By: _____

Name:

Title:

NORTH CAROLINA

_____ COUNTY

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

_____

Date: _____

_____

Official Signature of Notary

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

(Official Seal)

****

ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the Land Use Restrictions contained herein.

Owner Name: Parks Holdings, LLC & Nancy S. Neill
By: _____ _____
Name: Date
Title:

NORTH CAROLINA
_____ COUNTY

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

_____
Date: _____ _____
Official Signature of Notary

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

North Carolina Department of Environment and Natural Resources

By: _____ _____

Linda M. Culpepper Date

Deputy Director, Division of Waste Management

****

CERTIFICATION OF REGISTER OF DEEDS

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

Register of Deeds for 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 PROPERTY REUSE ACT OF 1997, N.C.G.S. § 130A-310.30, et seq. Brownfields Project # 15030-11-41	))))	BROWNFIELDS AGREEMENT re: Former Parks Suzuki 2307 & 2309 N. Main Street 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 Receptor Survey	S&ME	April 10, 2012
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 Report	S&ME	February 16, 2010
Additional Site Assessment Activities	Innovative Environmental Technologies, Inc.	September 7, 1993
Site Assessment	Innovative Environmental Technologies, Inc.	July 29, 1993
Tank Closure	Mickey's Backhoe Service	October 15, 1991

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	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	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

[1] 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, 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.

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 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

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.

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:

Exhibit B
Survey Plat

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IS ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August 2013

PROFESSIONAL LAND SURVEYOR L-4584

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 MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

(2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.

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

PROFESSIONAL LAND SURVEYOR 8-28-13 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF _____ 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, _____ REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

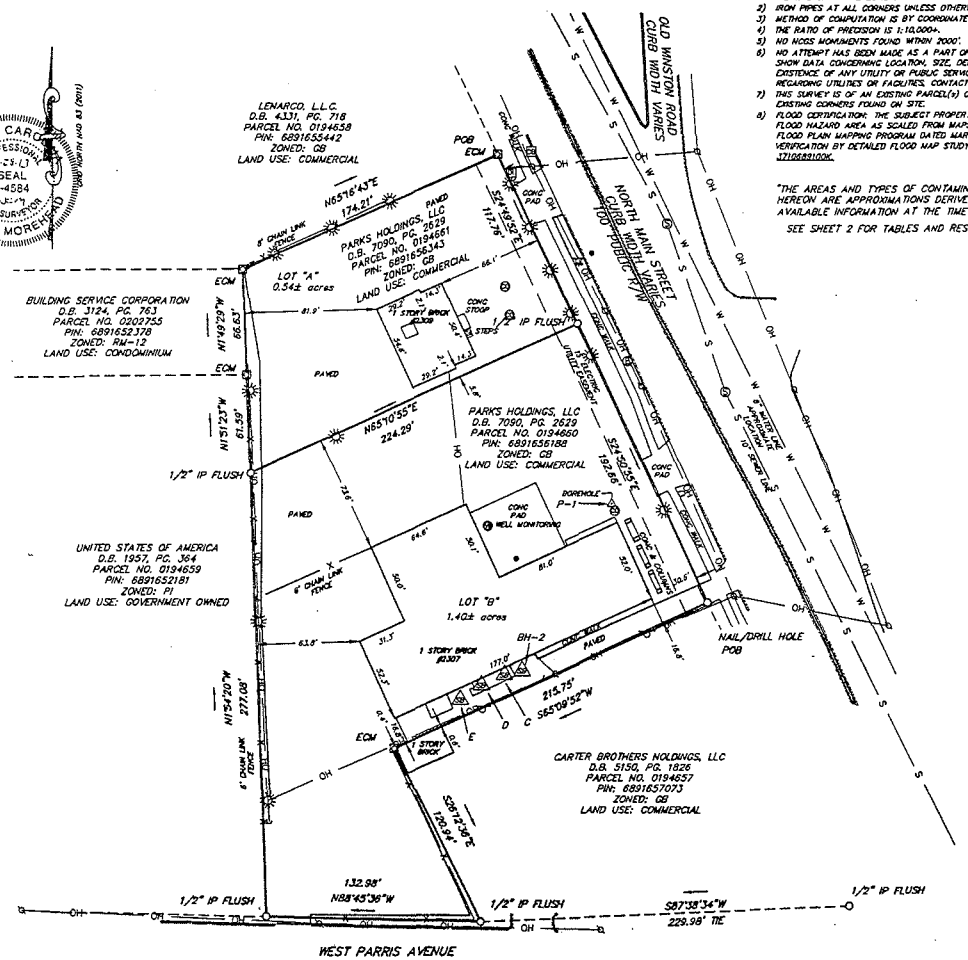
NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

LEGEND

CATCH BASIN	NEW IRON PIPE
CLEAN OUT	POLE
DROP INLET	SANITARY MANHOLE
ELECTRIC MANHOLE	SHRUB
GAS MANHOLE	SIGN
GAS VALVE	STORM DRAINAGE MANHOLE
GAS METER	TELEPHONE PEDESTAL
HYDRANT	SOIL SAMPLE
EXISTING IRON PIPE	WATER METER
JUNCTION BOX	MONITORING WELL
LAMP	WATER VALVE
MAILBOX	GUY WIRE
MONUMENT	BOREHOLE/GROUNDWATER SAMPLE

ADJOINER LINE
UTILITY EASEMENT
FENCE LINE — X — X —
BROWNFIELD PROPERTY BOUNDARY
OVERHEAD POWER — OH — OH —
RIGHT OF WAY
SANITARY SEWER — S — S —
STORM SEWER
WATER LINE — W — W —
GAS LINE — G — G —
CURB-GUTTER

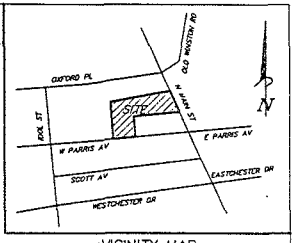


GENERAL NOTES

1) THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD, PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.
2) IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
3) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
4) THE RATIO OF PRECISION IS 1:10,000+.
5) NO NGS MONUMENTS FOUND WITHIN 2000'.
6) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING LOCATION, SIZE, DEPTH, CONDITION, CAPACITY, OR EXISTENCE OF ANY UTILITY OR PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCY.
7) THIS SURVEY IS OF AN EXISTING PARCEL(s) OF LAND AND IS BASED ON EXISTING CORNERS FOUND ON SITE.
8) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED MARCH 16, 2009 SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL No. 3710889100K.

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

SEE SHEET 2 FOR TABLES AND RESTRICTIONS



VICINITY MAP
Not to scale

ABBREVIATIONS

IP = EXISTING IRON PIPE
IR = EXISTING IRON ROD
NIP = NEW IRON PIPE
R/W = RIGHT OF WAY
CONC = CONCRETE
FL = FLUSH WITH GROUND
VCP = VITRIFIED CLAY PIPE
RCP = REINFORCED CONCRETE PIPE
DI = DROP INLET
C/L = CENTERLINE
AG = ABOVE GROUND
BG = BELOW GROUND
ECM = EXISTING CONCRETE MONUMENT
PL = PROPERTY LINE
POB = POINT OF BEGINNING
GB = GENERAL BUSINESS
PI = PUBLIC INSTITUTIONAL

"I, Jason C. Morehead, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to setup the survey: GPS was only used to determine grid coordinates. The survey itself was made by using terrestrial field equipment:

(1) Class of survey: Class "A"
(2) Positional accuracy: 0.12' Horizontal / 0.22' Vertical
(3) Type of GPS field procedure: Network Real Time Kinematic
(4) Dates of survey: May 9, 2013
(3) Datum/Epoch: NAD83 (2011)
(6) Published/Fixed-control use: North Carolina Virtual Reference Station Network
(7) Geoid model: 12A
(8) Combined grid factor(s): 0.999954503342
(9) Units: US Survey Feet

REVISED 8/28/13

GRAPHIC SCALE
50 25 0 50 100
1" = 50 FEET

SITE NOTES

1) PARCEL NOS: 0194660 & 0194661
2) DEED REFERENCES: D.B. 7090, PG. 2629
3) CURRENT ZONING: GENERAL BUSINESS.
4) LAND USE: COMMERCIAL
5) TOTAL AREA: 1.94± ACRES
6) TOTAL NUMBER OF LOTS: 2
7) WATERSHED: CITY LAKE GENERAL
8) THE PURPOSE OF THE PLAT IS TO SHOW CONTAMINATED AREAS

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

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

SHEET 1 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 BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245
DATE: 5-9-13 SCALE: 1" = 50' PROJECT: 120218
SURVEYED BY: BP DRAWN BY: DRW CHECKED BY: JCM

DRAWING NAME: P:\2012\120218\Survey\120218_SURV_C3013.dwg - SHEET 1 - 8/28/2013 11:56:11 AM

MAIL TO: DMP, 6415 OLD PLANK RD, HIGH POINT, NC 27265

PLAT BOOK ____ PAGE ____

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IS ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August 2013

PROFESSIONAL LAND SURVEYOR L-4584

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

PROFESSIONAL LAND SURVEYOR 8-28-13 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE, AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF ____, 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, ____ REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

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

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

Date

LAND USE RESTRICTIONS

NCGS § 130A-310.35(c) 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 executed 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 of Brownfields Property 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. Subtrapment 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 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:

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.

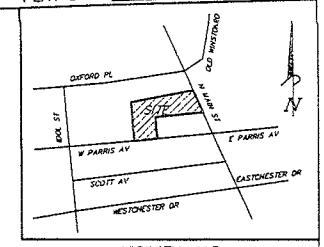
10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at 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, at the address stated therein.



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"

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), (January 1, 2010 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

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

SOIL

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 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 [2]	8-28-1990	478	250
Oil & Grease TPH	D	13-14 [2]	8-28-1990	369	250
Oil & Grease TPH	E	7-8 [2]	8-28-1990	3718	250

[1] 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 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

REVISED 8/28/13

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

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

PREPARED BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

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

DRAWING NAME: P:\2012\120218\Surveys\120218_SURV_C3D13.dwg - SHEET 2 - 8/28/2013 11:50:20 AM

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
to
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
billing
ARDEN GROUP, LLC (THE).BROWNFIELDS REDEVELOPMENT
(95727.875353)
operator
Pam McDaniel
336 607 7332
pmcdaniel@kilpatricktownsend.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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Updated: 09/03/2013 4:25 P.M. Eastern Time

Delivered

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Thursday, 08/29/2013 at 12:21 P.M.

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Receiver

Signed By:
BURROUGHS

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HIGH POINT, NC, US

Shipped By

UPS Next Day Air Saver®

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Shipped/Billed On:	08/28/2013
Type:	Package

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Dear Customer,

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

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Shipped/Billed On:	08/28/2013
Delivered On:	08/29/2013 12:21 P.M.
Delivered To:	HIGH POINT, NC, US
Signed By:	BURROUGHS
Left At:	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

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KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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 **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/Commercial 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	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

[1]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 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, Prospective Developer has caused this instrument to be duly executed this ____ day of _____, 2013.

[Name of Prospective Developer]

By: _____

Name:

Title:

NORTH CAROLINA

_____ COUNTY

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

_____

Date: _____

_____

Official Signature of Notary

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

(Official Seal)

****

ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the Land Use Restrictions contained herein.

Owner Name: Parks Holdings, LLC & Nancy S. Neill
By: _____ _____
Name: Date
Title:

NORTH CAROLINA
_____ COUNTY

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

_____
Date: _____ _____
Official Signature of Notary

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

North Carolina Department of Environment and Natural Resources

By: _____ _____

Linda M. Culpepper Date

Deputy Director, Division of Waste Management

****

CERTIFICATION OF REGISTER OF DEEDS

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

Register of Deeds for 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 PROPERTY REUSE ACT OF 1997, N.C.G.S. § 130A-310.30, et seq. Brownfields Project # 15030-11-41	))))	BROWNFIELDS AGREEMENT re: Former Parks Suzuki 2307 & 2309 N. Main Street 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 Receptor Survey	S&ME	April 10, 2012
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 Report	S&ME	February 16, 2010
Additional Site Assessment Activities	Innovative Environmental Technologies, Inc.	September 7, 1993
Site Assessment	Innovative Environmental Technologies, Inc.	July 29, 1993
Tank Closure	Mickey's Backhoe Service	October 15, 1991

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	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	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

[1]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, 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.

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 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

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.

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:

Exhibit B
Survey Plat

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August, 2013

PROFESSIONAL LAND SURVEYOR L-4584

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 MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

(2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.

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

PROFESSIONAL LAND SURVEYOR 8-28-13 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD 8-28-13

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE, AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE _____ DAY OF _____, 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, _____ REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

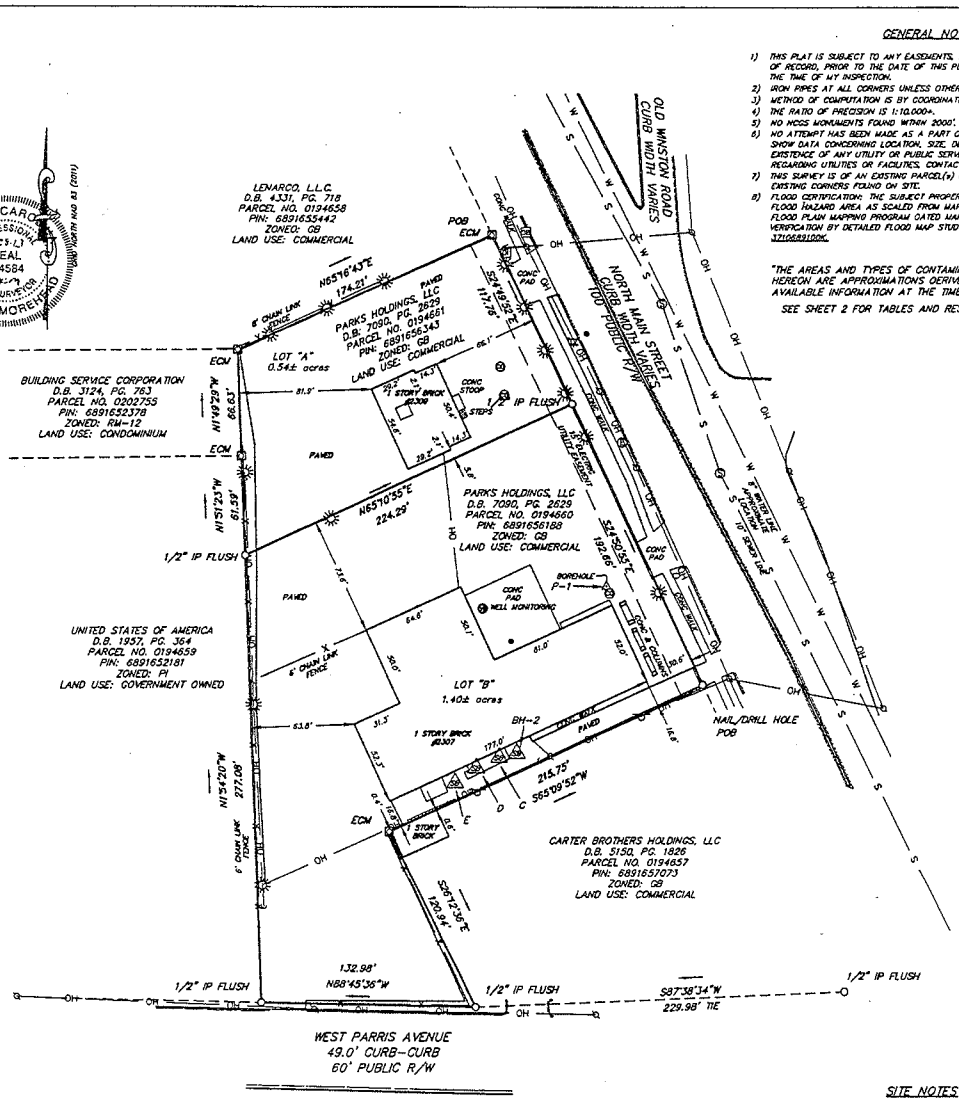
NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

LEGEND

CATCH BASIN	NEW IRON PIPE
CLEAN OUT	POLE
DROP INLET	SANITARY MANHOLE
ELECTRIC MANHOLE	SHRUB
GAS MANHOLE	SIGN
GAS VALVE	STORM DRAINAGE MANHOLE
GAS METER	TELEPHONE PEDESTAL
HYDRANT	SOIL SAMPLE
EXISTING IRON PIPE	WATER METER
JUNCTION BOX	MONITORING WELL
LAMP	WATER VALVE
MAILBOX	GUY WIRE
MONUMENT	BOREHOLE/GROUNDWATER SAMPLE

ADJOINER LINE
UTILITY EASEMENT
FENCE LINE — X — X —
BROWNFIELD PROPERTY BOUNDARY
OVERHEAD POWER — OH — OH —
RIGHT OF WAY
SANITARY SEWER — S — S —
STORM SEWER
WATER LINE — W — W —
GAS LINE — G — G —
CURB-GUTTER

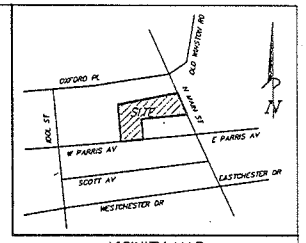


GENERAL NOTES

1) THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD, PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.
2) IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
3) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
4) THE RATIO OF PRECISION IS 1:10,000+.
5) NO NGS MONUMENTS FOUND WITHIN 2000'.
6) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING LOCATION, SIZE, DEPTH, CONDITION, CAPACITY, OR EXISTENCE OF ANY UTILITY OR PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCY.
7) THIS SURVEY IS OF AN EXISTING PARCEL(s) OF LAND AND IS BASED ON EXISTING CORNERS FOUND ON SITE.
8) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED MARCH 16, 2009 SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL No. 3710681100K.

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

SEE SHEET 2 FOR TABLES AND RESTRICTIONS



VICINITY MAP
Not to scale

ABBREVIATIONS

IP	= EXISTING IRON PIPE
IR	= EXISTING IRON ROD
NIP	= NEW IRON PIPE
R/W	= RIGHT OF WAY
CONC	= CONCRETE
FL	= FLUSH WITH GROUND
VCP	= VITRIFIED CLAY PIPE
RCP	= REINFORCED CONCRETE PIPE
DI	= DROP INLET
C/L	= CENTERLINE
AG	= ABOVE GROUND
BG	= BELOW GROUND
ECM	= EXISTING CONCRETE MONUMENT
PL	= PROPERTY LINE
POB	= POINT OF BEGINNING
GB	= GENERAL BUSINESS
PI	= PUBLIC INSTITUTIONAL

I, Jason C. Morehead, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to setup the survey. GPS was only used to determine grid coordinates. The survey itself was made by using terrestrial field equipment:

(1) Class of survey: Class "A"
(2) Positional accuracy: 0.1± Horizontal / 0.2± Vertical
(3) Type of GPS field procedure: Network Real Time Kinematic
(4) Dates of survey: May 9, 2013
(5) Datum/Epoch: NAD83 (2011)
(6) Published/Fixed-control use: North Carolina Virtual Reference Station Network
(7) Geoid model: 12A
(8) Combined grid factor(s): 0.999954503342
(9) Units: US Survey Feet

REVISED 8/28/13

GRAPHIC SCALE
50 25 0 50 100
1" = 50 FEET

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

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

SITE NOTES

1) PARCEL NOS.: 0194660 & 0194661
2) DEED REFERENCES: D.B. 7090, PG. 2629
3) CURRENT ZONING: GENERAL BUSINESS.
4) LAND USE: COMMERCIAL
5) TOTAL AREA: 1.94± ACRES
6) TOTAL NUMBER OF LOTS: 2
7) WATERSHED: CITY LAKE GENERAL
8) THE PURPOSE OF THE PLAT IS TO SHOW CONTAMINATED AREAS

SHEET 1 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 BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

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

DRAWING NAME: P:\2012\120218\Survey\120218_SURV_C3D13.dwg — SHEET 1 — 8/28/2013 11:50:11 AM

MAIL TO: DMP, 6415 OLD PLANK RD, HIGH POINT, NC 27265

PLAT BOOK ____ PAGE ____

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IS ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August 2013

PROFESSIONAL LAND SURVEYOR L-4584

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 MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

(2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.

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

PROFESSIONAL LAND SURVEYOR 8-28-13 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY. ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE, AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF ____ 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, ____ REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

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

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

Date

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 extended 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(c). 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 of Brownfields Property 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 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:

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.

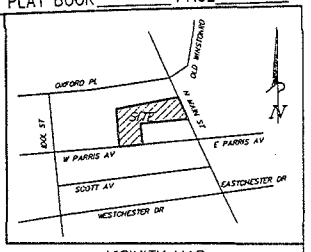
10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at the Property without the prior written approval of DENR, except for *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, at the address stated therein.



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"

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), (January 1, 2010 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

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

SOIL

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 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 [1]	8-28-1990	478	250
Oil & Grease TPH	D	13-14 [1]	8-28-1990	369	250
Oil & Grease TPH	E	7-8 [1]	8-28-1990	3718	250

[1] 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 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

REVISED 8/28/13

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

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

PREPARED BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

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

DRAWING NAME: P:\120218\Survey\120218_SURV_C3013.dwg -- SHEET 2 -- 8/28/2013 11:50:20 AM

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
to
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
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
pmcdaniel@kilpatricktownsend.com
create time
08/28/13, 2:20PM

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

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

UPS My Choice® can help you avoid missed home deliveries.

Learn More

***Do not reply to this e-mail. UPS and PSShip will not receive your reply.

At the request of PSShip, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Tracking Number: 1Z8650663099260058
Delivery Date / Time: 29-August-2013 / 9:10 AM

Delivery Location: RECEPTION
Signed by: SUMMERS

Shipment Detail

Ship To:
Marty Lawing, County Manager
Guilford County
301 W MARKET ST
ROOM 203

GREENSBORO
NC
27401
US

Number of Packages: 1
UPS Service: NEXT DAY AIR SAVER
Shipment Type: Letter
Reference Number 1: 875353
Reference Number 2: 02136 Sieg, Richard

Exhibit B

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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 **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/Commercial 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	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

[1]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 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, Prospective Developer has caused this instrument to be duly executed this ____ day of _____, 2013.

[Name of Prospective Developer]

By: _____

Name:

Title:

NORTH CAROLINA

_____ COUNTY

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

_____

Date: _____

_____

Official Signature of Notary

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

(Official Seal)

****

ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the Land Use Restrictions contained herein.

Owner Name: Parks Holdings, LLC & Nancy S. Neill
By: _____ _____
Name: Date
Title:

NORTH CAROLINA
_____ COUNTY

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

_____
Date: _____ _____
Official Signature of Notary

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

North Carolina Department of Environment and Natural Resources

By: _____ _____

Linda M. Culpepper Date

Deputy Director, Division of Waste Management

****

CERTIFICATION OF REGISTER OF DEEDS

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

Register of Deeds for 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 PROPERTY REUSE ACT OF 1997, N.C.G.S. § 130A-310.30, et seq. Brownfields Project # 15030-11-41	))))	BROWNFIELDS AGREEMENT re: Former Parks Suzuki 2307 & 2309 N. Main Street 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 Receptor Survey	S&ME	April 10, 2012
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 Report	S&ME	February 16, 2010
Additional Site Assessment Activities	Innovative Environmental Technologies, Inc.	September 7, 1993
Site Assessment	Innovative Environmental Technologies, Inc.	July 29, 1993
Tank Closure	Mickey's Backhoe Service	October 15, 1991

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	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	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

[1]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, 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.

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 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

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.

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:

Exhibit B
Survey Plat

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IS ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August 2013

PROFESSIONAL LAND SURVEYOR L-4584

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 MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

(2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.

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

PROFESSIONAL LAND SURVEYOR DATE 8-28-13

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE, AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF _____ 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, _____ REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

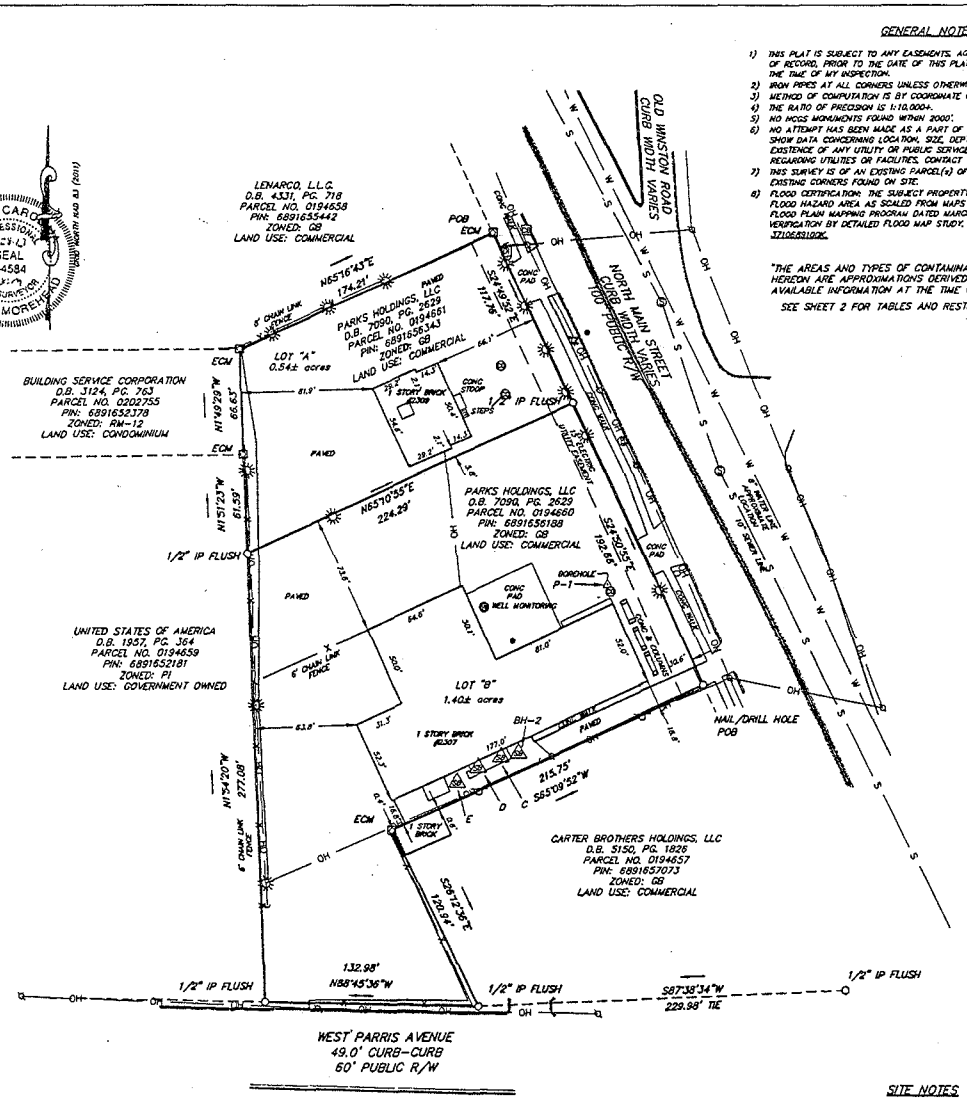
NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

LEGEND

CATCH BASIN	NEW IRON PIPE
CLEAN OUT	POLE
DROP INLET	SANITARY MANHOLE
ELECTRIC MANHOLE	SHRUB
GAS MANHOLE	SIGN
GAS VALVE	STORM DRAINAGE MANHOLE
GAS METER	TELEPHONE PEDESTAL
HYDRANT	SOIL SAMPLE
EXISTING IRON PIPE	WATER METER
JUNCTION BOX	MONITORING WELL
LAMP	WATER VALVE
MAILBOX	GUY WIRE
MONUMENT	BORENOLE/GROUNDWATER SAMPLE

ADJOINER LINE
UTILITY EASEMENT
FENCE LINE — X — X
BROWNFIELD PROPERTY BOUNDARY
OVERHEAD POWER — OH — OH
RIGHT OF WAY
SANITARY SEWER — S — S
STORM SEWER
WATER LINE — W — W
GAS LINE — G — G
CURB-CUTTER

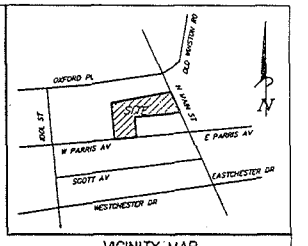


GENERAL NOTES

1) THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD, PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.
2) IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
3) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
4) THE RATIO OF PRECISION IS 1:10,000+.
5) NO NGS MONUMENTS FOUND WITHIN 2000'.
6) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING LOCATION, SIZE, DEPTH, CONDITION, CAPACITY, OR EXISTENCE OF ANY UTILITY OR PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCY.
7) THIS SURVEY IS OF AN EXISTING PARCEL(s) OF LAND AND IS BASED ON EXISTING CORNERS FOUND ON SITE.
8) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED MARCH 16, 2009 SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL No. 3710681100K.

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

SEE SHEET 2 FOR TABLES AND RESTRICTIONS



VICINITY MAP
Not to scale

ABBREVIATIONS

IP = EXISTING IRON PIPE
IR = EXISTING IRON ROD
NIP = NEW IRON PIPE
R/W = RIGHT OF WAY
CONC = CONCRETE
FL = FLUSH WITH GROUND
VCP = VITRIFIED CLAY PIPE
RCP = REINFORCED CONCRETE PIPE
DI = DROP INLET
C/L = CENTERLINE
AG = ABOVE GROUND
BG = BELOW GROUND
ECM = EXISTING CONCRETE MONUMENT
PL = PROPERTY LINE
POB = POINT OF BEGINNING
GB = GENERAL BUSINESS
PI = PUBLIC INSTITUTIONAL

I, Jason C. Morehead, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to setup the survey. GPS was only used to determine grid coordinates. The survey itself was made by using terrestrial field equipment:

(1) Class of survey: Class "A"
(2) Positional accuracy: 0.12' Horizontal / 0.25' Vertical
(3) Type of GPS field procedure: Network Real Time Kinematic
(4) Dates of survey: May 9, 2013
(5) Datum/Epoch: NAD83 (2011)
(6) Published/Fixed-control use: North Carolina Virtual Reference Station Network
(7) Geoid model: 12A
(8) Combined grid factor(s): 0.999954503342
(9) Units: US Survey Feet

REVISED 8/28/13

GRAPHIC SCALE
50 25 0 50 100
1" = 50 FEET

SITE NOTES

1) PARCEL NOS.: 0194660 & 0194661
2) DEED REFERENCES: D.B. 7090, PG. 2629
3) CURRENT ZONING: GENERAL BUSINESS
4) LAND USE: COMMERCIAL
5) TOTAL AREA: 1.94± ACRES
6) TOTAL NUMBER OF LOTS: 2
7) WATERSHED: CITY LAKE GENERAL
8) THE PURPOSE OF THE PLAT IS TO SHOW CONTAMINATED AREAS

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

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

SHEET 1 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 BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

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

DRAWING NAME: P:\2012\120218\Survey\120218_SURV_C2013.dwg — SHEET 1 - 8/28/2013 11:56:11 AM

MAIL TO: DMP, 6415 OLD PLANK RD, HIGH POINT, NC 27265

PLAT BOOK ____ PAGE ____

SURVEY AND ACCURACY

I, JASON C. MOREHEAD, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7090, PAGE 2629 & PLAT BOOK 141, PAGE 84); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THAT THIS PLAT WAS PREPARED IS ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS 28 DAY OF August, 2013.

PROFESSIONAL LAND SURVEYOR L-4584

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 MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

(2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.

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

PROFESSIONAL LAND SURVEYOR 8-28-13 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4584 LAND SURVEYOR JASON C. MOREHEAD

OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREBY, ADOPTS THIS PLAT AND ALLOTMENT, TO BE A FREE ACT AND DEED AND HEREON DEDICATE(S) TO THE PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGE WAY AND OPEN SPACE, AND EASEMENTS FOREVER ON ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZES THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

AUTHORIZED REPRESENTATIVE
DATE

ATTEST
DATE

APPROVAL FOR RECORDATION

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF ____, 2013 PURSUANT TO THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, ____, REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

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

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

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 executed 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(c). 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 of Brownfields Property 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 then 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 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:

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: (a) excavation 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.

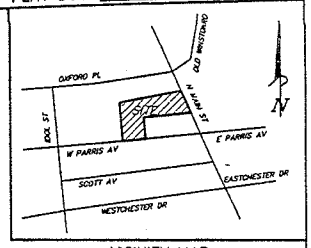
10. None of the contaminants known to be present in the environmental media at the Property, including without limitation those listed in paragraph 6 of Exhibit A hereto and contaminants discovered pursuant to the additional assessment required by land use restriction 3 above, may be used or stored at 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, sod) 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, at the address stated therein.



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"

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), (January 1, 2010 version) and the Industrial/Commercial Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July, 2012 version):

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

SOIL

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 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 [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

[1] 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 closure documentation.

REVISED 8/28/13

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

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

PREPARED BY
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

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

DRAWING NAME: P:\2012\120218\Survey\120218_SURV_EXH3.dwg -- SHEET 2 -- 8/28/2013 11:50:20 AM

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
0230234

ship date
Wed, Aug 28 2013

to
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
pmcdaniel@kilpatricktownsend.com

create time
08/28/13, 2:25PM

vendor
UPS

tracking number
1Z8650663094090116

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

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

UPS My Choice® can help you avoid missed home deliveries.

Learn More

***Do not reply to this e-mail. UPS and PSShip will not receive your reply.

At the request of PSShip, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Tracking Number: 1Z8650663094090116
Delivery Date / Time: 29-August-2013 / 12:39 PM

Delivery Location: OFFICE
Signed by: JOYCE

Shipment Detail

Ship To:
Mary Sizemore, Director
High Point Library
901 N MAIN ST
HIGH POINT

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

Exhibit C

Sieg, Richard

From: Taber, Lisa <lisa.taber@ncdenr.gov>
Sent: Monday, August 26, 2013 4:11 PM
To: Sieg, Richard
Subject: RE: Public Notice - Adjacent Property Owners

Filed: -1
NRTID: !nrtdms:0:!session:DMSWIN1:!database:US2008:!document:4910378,1:

What is the black line then? Looking at the shape of the property boundary on the draft plat (the angle of the acute angle of the wedge shaped corner), I'm not so sure the black line isn't part of the property boundary. So, to be safe, I think it was a good call to include those two properties.

I believe you have identified the correct offsite parcels. Thanks!

-----Original Message-----
From: Sieg, Richard [mailto:RSieg@kilpatricktownsend.com]
Sent: Monday, August 26, 2013 3:17 PM
To: Taber, Lisa
Cc: McDaniel, Pam
Subject: Public Notice - Adjacent Property Owners

Lisa,

Just to make sure that we are on the same page, I am sending you this attached picture with a list of those properties I am preparing notices. I intend to 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

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:

myImage.jpg

Sieg, Richard

From: Sieg, Richard
Sent: Monday, August 26, 2013 3:17 PM
To: Taber, Lisa
Cc: pmcdaniel@kilpatrickstockton.com
Subject: Public Notice - Adjacent Property Owners
Attachments: myImage.jpg

Filed: -1
NRTID: !nrtdms:0:!session:DMSWIN1:!database:US2008:!document:4871585,1:

Lisa,

Just to make sure that we are on the same page, I am sending you this attached picture with a list of those properties I am preparing notices. I intend to 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

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.

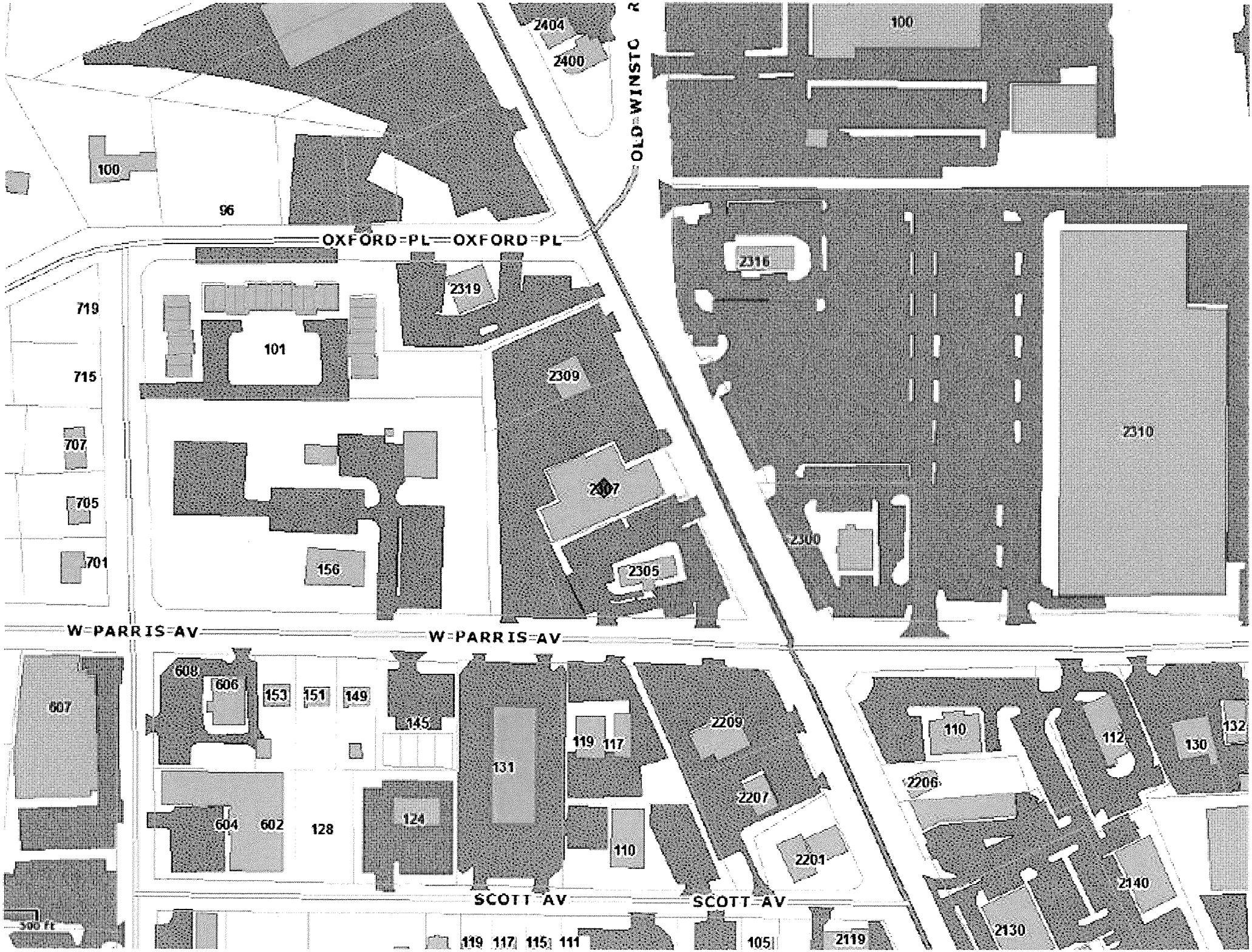
Thank you.

Best,
Richard

Your message is ready to be sent with the following file or link attachments:

myImage.jpg

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.


2404
2400
OLD WINSTO R
100
100
96
OXFORD PL
OXFORD PL
2316
2319
719
101
715
2309
707
2310
2307
705
2300
701
156
2305
W PARRIS AV
W PARRIS AV
608
606
153
151
149
607
145
2209
110
112
132
130
119
117
131
2206
2207
604
602
128
124
110
2201
2140
SCOTT AV
SCOTT AV
300 ft
119
117
115
111
105
2119
2130

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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; **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

psship

U.S. Postal Service
CERTIFIED MAIL

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@kilpatricktownser.com

create time
08/28/13, 2:12PM

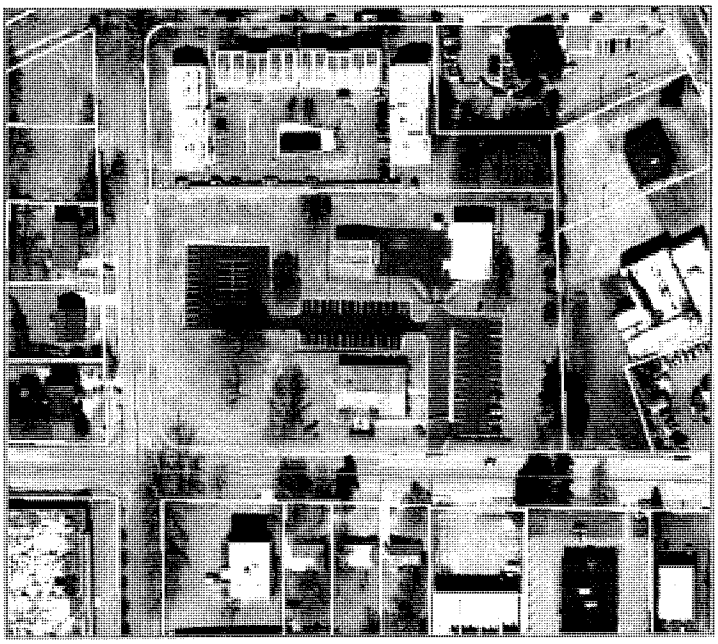
vendor
Certified Mail

tracking number
CERT00230223

service
USPS Certified Mail™

options
Return Receipt

Property Card Address 156 W PARRIS AVE Parcel ID 0194659



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		

Sales History

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

Appraisal Values

Land	Buildings	Extra Features	Total Value
$719,700	$85,900	$4,900	$0

Extra Feature Summary

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

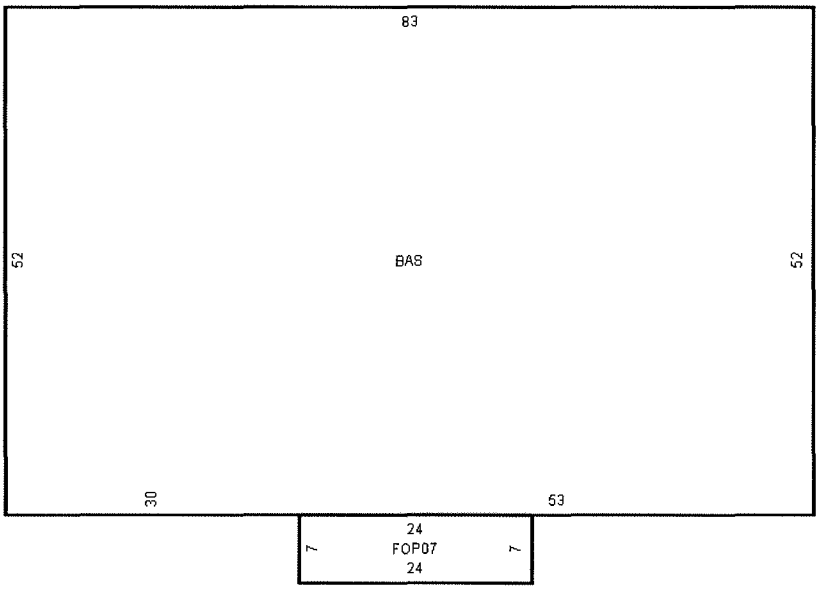
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Property Card Address 156 W PARRIS AVE Parcel ID 0194659

Appraisal Detail (Building 1 of 1)

Improvement Details

Bldg Number	1	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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

psship

U.S. Postal Service
CERTIFIED MAIL

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
USPS Certified Mail™

options
Return Receipt

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
CERTIFIED MAIL

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
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, 1:33PM

vendor
Certified Mail

tracking number
CERT00230206

service
USPS Certified Mail™

options
Return Receipt

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
CERTIFIED MAIL

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
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, 1:37PM

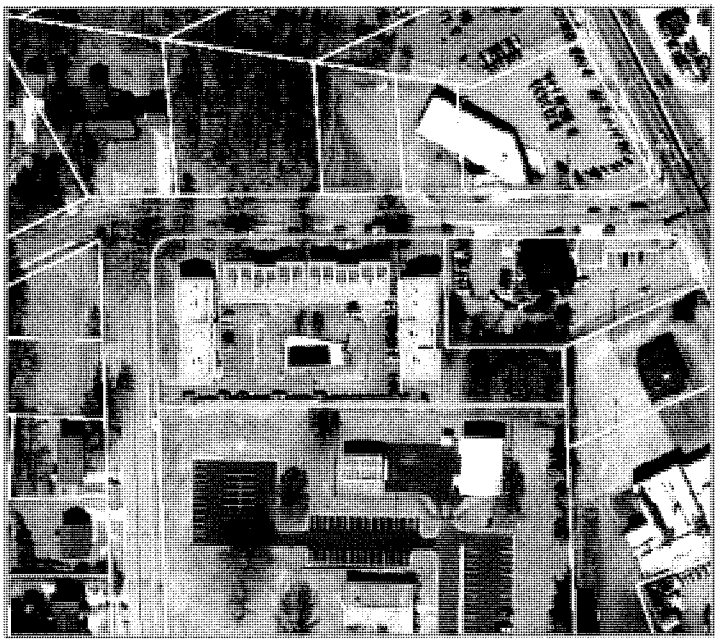
vendor
Certified Mail

tracking number
CERT00230207

service
USPS Certified Mail™

options
Return Receipt

Property Card Address 101 OPEN OXFORD PL Parcel ID 0202755



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	BUILDING SERVICE CORP	Zoning	RM-12
Mailing Address	PO BOX 5249	Use	Condominium
City State Zip	HIGH POINT, NC 27262	Parcel Size	1.80
PIN	6891652378-000	Tax District	100
Appraisal Neighborhood	6891B21	Plat/Condo Bk & Pg	0
Legal Description	COMMON AREA OXFORD HOUSE		

Sales History

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

Appraisal Values

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

Extra Feature Summary

Feature Description	Size/Count	Measure	Year	Value
STORAGE BUILDING	3x4	DIMENSIONS		$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.

PATIO	15x8	DIMENSIONS	$0

Appraisal Detail (Building 0 of 0)

Improvement Details

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

Building Area Totals

Code	Description	Sq Feet

Elaine F. Marshall
Secretary

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

Account Login Register

Date: 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
Effective Date:	6/7/1974
Citizenship:	DOMESTIC
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**

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
CERTIFIED MAIL

package id
00230219

ship date
Wed, Aug 28 2013

to
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

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 7914 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 RECEIPT SERVICE		
	Postage	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	Restricted Delivery	0.00
	Total Postage & Fees	6.57

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

AUG 28 2013

2. Article Number

7160 3901 9849 2392 7914

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Deena T. Hutchins

B. Date of Delivery: 8/29/13

C. Signature: X Deena T. Hutchins

☑ Agent
☐ Addressee

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

☐ Yes
☑ No

95727.875353-02136 -

CERT00230219

PS Form 3811, January 2005 Domestic Return Receipt

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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.

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

psship

U.S. Postal Service
CERTIFIED MAIL

package id
00230220

ship date
Wed, Aug 28 2013

to
Steven H. Bouldin, Reg. Agei
Carter Brothers Holdings, LL(
300 North Main St., Suite 40(
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
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, 2:04PM

vendor
Certified Mail

tracking number
CERT00230220

service
USPS Certified Mail™

options
Return Receipt

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		
	Postage	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	Restricted Delivery	0.00
	Total Postage & Fees	6.57

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

AUG 28 2013

NORTH CAROLINA DISTRIBUTION USPS WINSTON-SALEM NC 27106

2. Article Number

7160 3901 9849 2392 7921

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery 8/29/13

C. Signature

X Pat Porter

☑ Agent
☐ Addressee

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

☐ Yes
☑ No

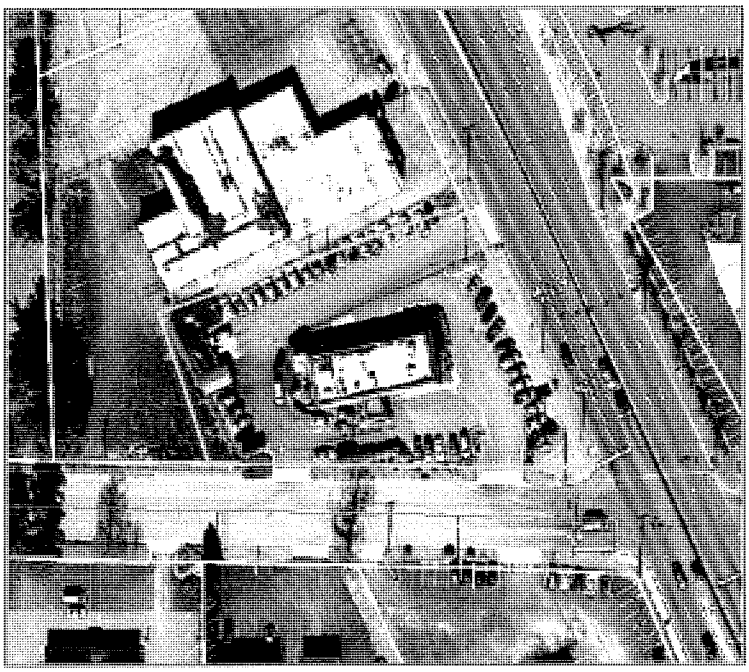
HIGH POINT NC 27263 AUG 30 USPS

95727.875353-02136

CERT00230220

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 2305 N MAIN ST Parcel ID 0194657



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	CARTER BROTHERS HOLDINGS LLC	Zoning	GB
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

Appraisal Values

Land	Buildings	Extra Features	Total Value
$357,100	$214,100	$24,700	$595,900

Extra Feature Summary

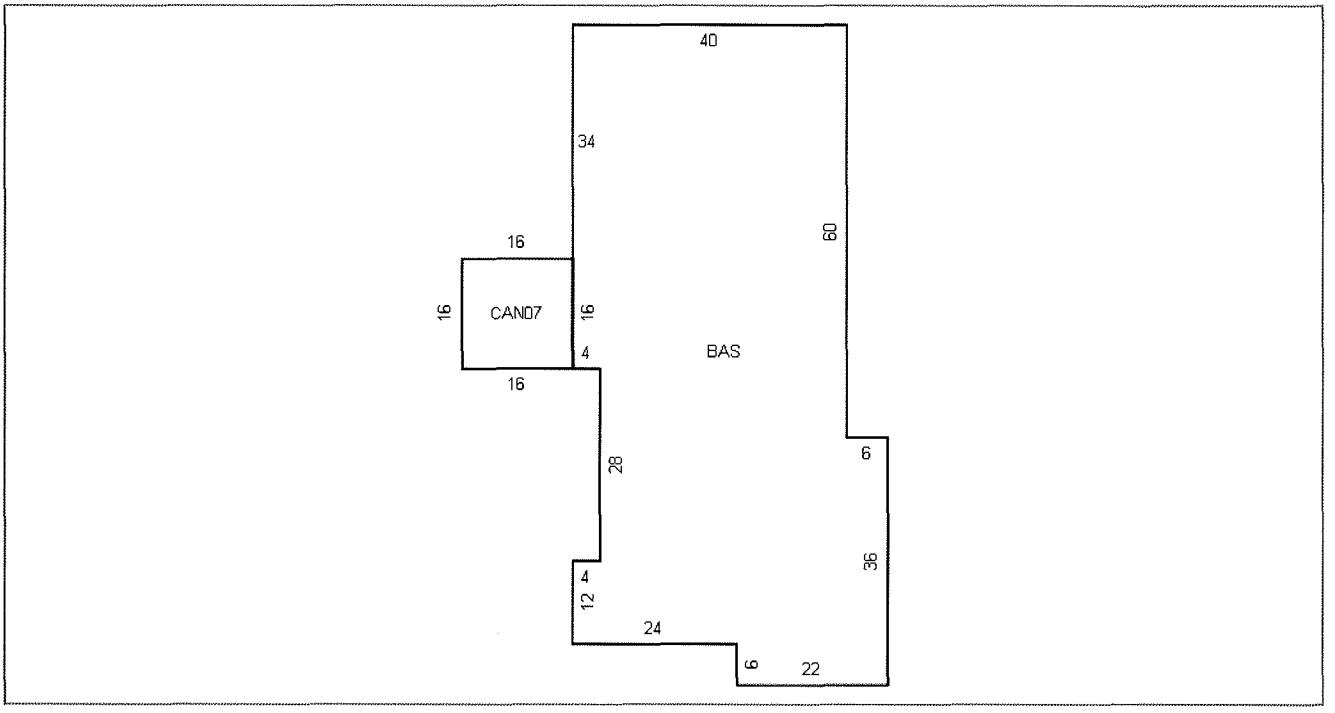
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	30000	UNITS		$5,400
STORAGE BUILDING	20x12	DIMENSIONS		$3,200
STORAGE BUILDING	470	UNITS		$16,100

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)

Improvement 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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
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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

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

psship

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
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, 2:14PM

vendor
Certified Mail

tracking number
CERT00230226

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 7952 RLS

TO:

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

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	1.92
	Certified Fee	3.10
	Return Receipt Fee	2.55
	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

POSTMARK OR DATE

AUG 28 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

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

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

☐ Yes
☐ No

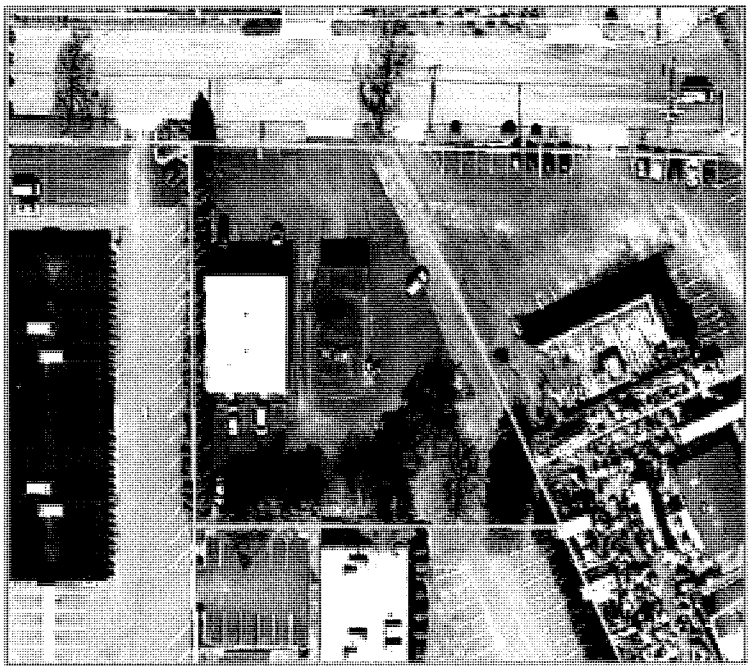
Eddie MANSOUR

95727.875353-02136 -

CERT00230226

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 117 W PARRIS AVE Parcel ID 0194673



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	MANSOUR, ERNEST NORMAN JR ; MANSOUR, EDWARD FRANCIS II	Zoning	GO-M
Mailing Address	1810 EVERGREEN AVE	Use	Commercial
City State Zip	GOLDSBORO, NC 27530	Parcel Size	0.65
PIN	6891647757-000	Tax District	100
Appraisal Neighborhood	6891C01	Plat/Condo Bk & Pg	56-25
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

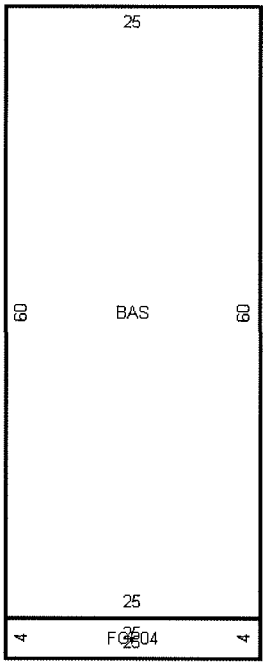
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	8000	UNITS		$1,400
PAVING ASP	5000	UNITS		$900

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)

Improvement 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	Bar j



Building Area Totals

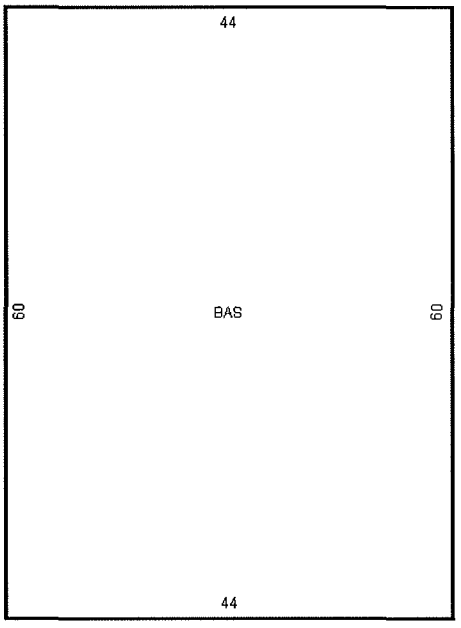
Code	Description	Sq Feet
	/Precast Pan/SPRDFOOT	1,500
FOP0	Porch, Open Fin	100

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.

Appraisal Detail (Building 2 of 2)

Improvement 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	Bar j



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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
CERTIFIED MAIL

package id
00230229

ship date
Wed, Aug 28 2013

to
J. Sanders Dallas Jr., Reg. Agent
Century Income, Inc.
215 N. Centennial Street
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
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, 2:17PM

vendor
Certified Mail

tracking number
CERT00230229

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 7969 RLS

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	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	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

POSTMARK OR DATE

AUG 28 2013

NORTH CAROLINA DIVISION USPS WINSTON-SALEM NC 27106

2. Article Number

7160 3901 9849 2392 7969

3. Service Type **CERTIFIED MAIL**

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

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

A. Received by (Please Print Clearly): Crystal Barker

B. Date of Delivery: 8-30-13

C. Signature: X Crystal Barker ☑ Agent ☐ Addressee

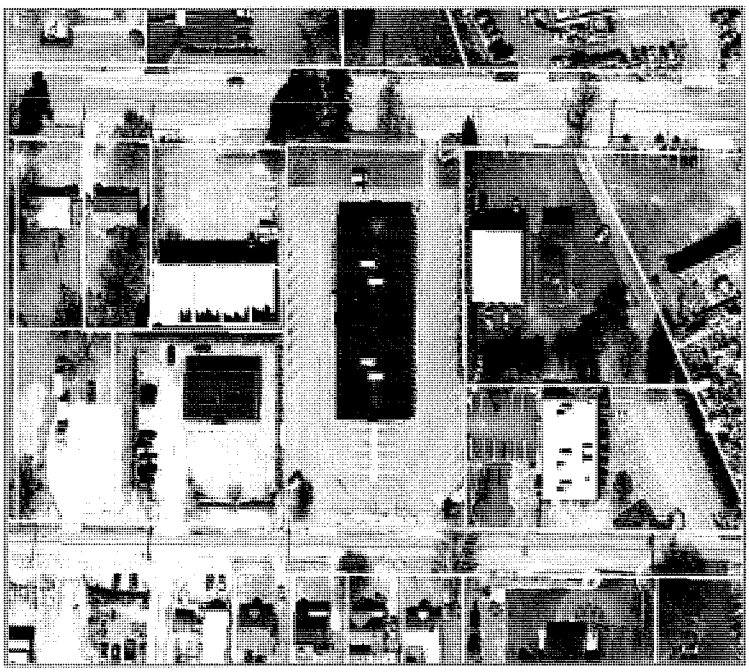
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

95727.875353-02136 -

CERT00230229

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 131 W PARRIS AVE Parcel ID 0194662



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	CENTURY INCOME INC	Zoning	CU-GB
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	Qualified?	Improved?

Appraisal Values

Land	Buildings	Extra Features	Total Value
$178,000	$215,100	$7,600	$400,700

Extra Feature Summary

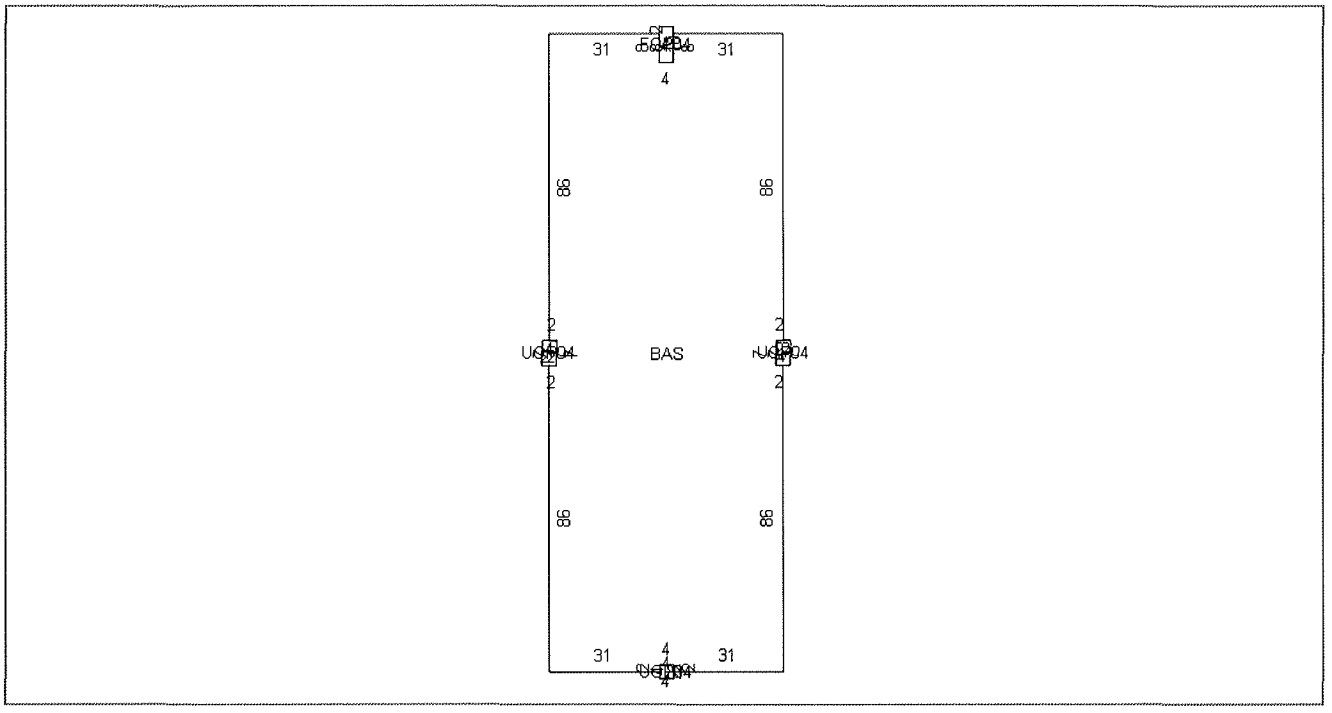
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	42000	UNITS		$7,600

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)

Improvement 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	Bar j



Building Area Totals

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

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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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.

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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

5

psship

U.S. Postal Service
CERTIFIED MAIL

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

7160 3901 9849 2392 7938

RLS

TO:

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

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	Restricted Delivery	0.00
	Total Postage & Fees	6.57

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
AUG 2 8 2013

NORTH CAROLINA DISTRICT USPS WINSTON-SALEM, NC 27106

2. Article Number

7160 3901 9849 2392 7938

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Richard Johnson

B. Date of Delivery: 9/3/13

C. Signature: X

☒ Agent
☐ Addressee

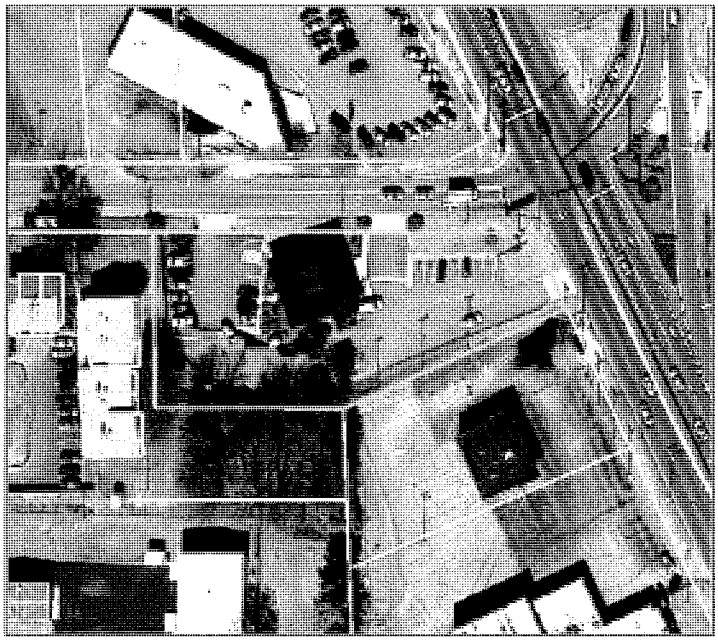
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

95727.875353-02136 -

CERT00230221

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 2319 N MAIN ST Parcel ID 0194658



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	LENARCO LLC	Zoning	GB
Mailing Address	905 FLICKER LN	Use	Commercial
City State Zip	HIGH POINT, NC 27262	Parcel Size	0.78
PIN	6891655442-000	Tax District	100
Appraisal Neighborhood	6891C01	Plat/Condo Bk & Pg	36-77
Legal Description	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	Total Value
$306,700	$86,800	$3,200	$396,700

Extra Feature Summary

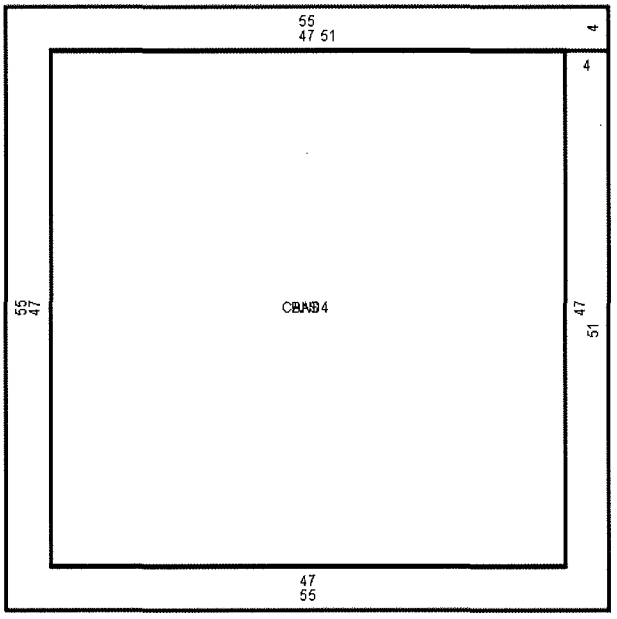
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	17500	UNITS		$3,200

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.

Property Card Address 2319 N MAIN ST Parcel ID 0194658

Appraisal Detail (Building 1 of 1)

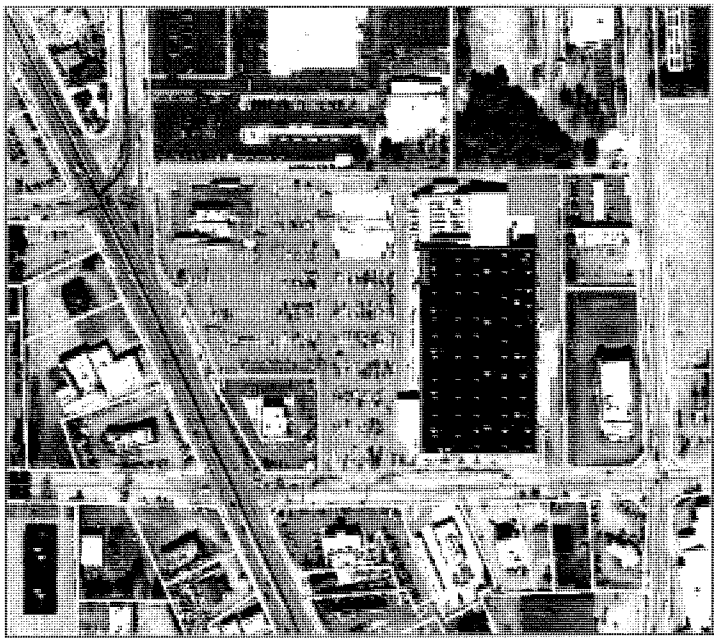
Improvement Details			
Bldg Number	1	Air Conditioning Type	CENTRAL
Bldg Description	OFFICE	Heating Type	Forced air-ducted
Bldg Use	OFF CONST	Effective Year Built	1980
Foundation	SPRDFOOT	Building Grade	C+10 110%
Exterior Wall	FACE BRK	Heated Sq Ft	2,209
Year Built	1969	Building Value	$86,800
Style	1.0 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.

Property Card Address 2316 N MAIN ST Parcel ID 0199852



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	BAKER HIGH POINT LLC	Zoning	CU-SC
Mailing Address	PO BOX 105842	Use	RETAIL
City State Zip	ATLANTA, GA 30348	Parcel Size	11.36
PIN	6891752266-000	Tax District	100
Appraisal Neighborhood	6891C01	Plat/Condo Bk & Pg	130-127
Legal Description	11.36 AC PB130-127 2310 N MAIN		

Sales History

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

Appraisal Values

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

Extra Feature Summary

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

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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
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

vendor
Certified Mail

tracking number
CERT00230215

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 8027

RLS

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		
	Postage	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	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

POSTMARK OR DATE

AUG 2 8 2013

WINSTON-SALEM, NC 27106

2. Article Number

7160 3901 9849 2392 8027

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Julie Miles

B. Date of Delivery

C. Signature

X Julie Miles

☐ Agent
☐ Addressee

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

95727.875353-02136 -

CERT0023021

PS Form 3811, January 2005 Domestic Return Receipt

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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.

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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

psship

U.S. Postal Service
CERTIFIED MAIL

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

7160 3901 9849 2392 7907

RLS

TO:

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

SENDER: 95727.875353-02136

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	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

POSTMARK OR DATE
AUG 28 2013

2. Article Number

7160 3901 9849 2392 7907

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery 8-30-13

C. Signature

X Holly Frost ☐ Agent ☐ Addressee

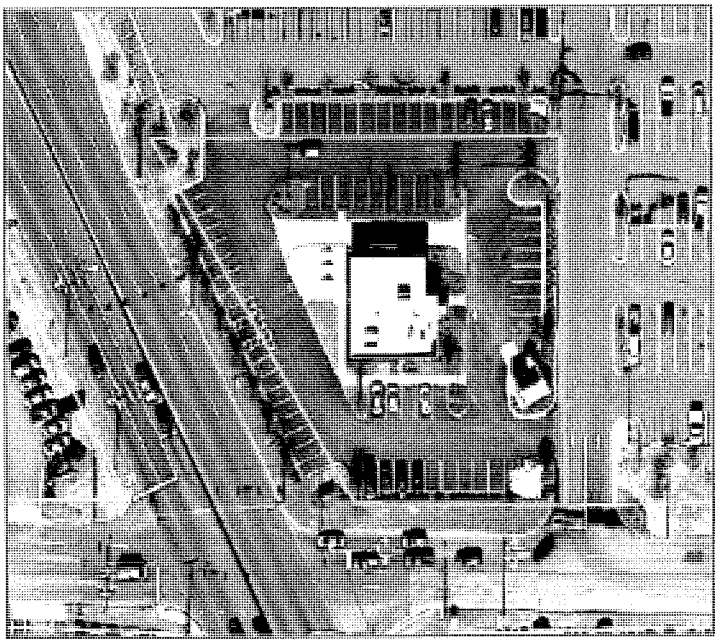
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

95727.875353-02136 -

CERT00230216

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 2300 C N MAIN ST Parcel ID 0199855



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	BAKER & BAKER REAL ESTATE DEVELOPERS LLC	Zoning	SC
Mailing Address	1400 PICKENS ST FIFTH FLOOR	Use	Commercial
City State Zip	COLUMBIA, SC 29201	Parcel Size	0.78
PIN	6891750064-000	Tax District	100
Appraisal Neighborhood	6891C01	Plat/Condo Bk & Pg	0
Legal Description	2300-C N MAIN		

Sales History

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

Appraisal Values

Land	Buildings	Extra Features	Total Value
$371,400	$183,800	$4,500	$559,700

Extra Feature Summary

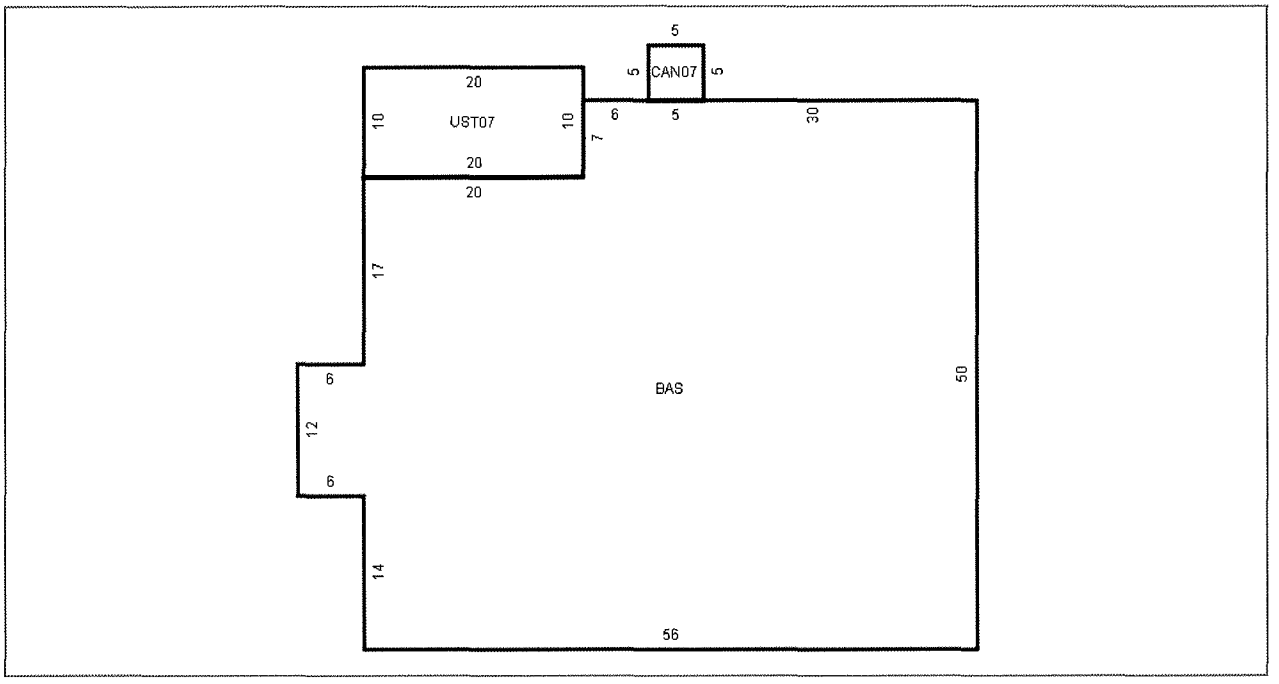
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	25000	UNITS		$4,500

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.

Property Card Address 2300 C N MAIN ST Parcel ID 0199855

Appraisal Detail (Building 1 of 1)

Improvement 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	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.

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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

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

psship

U.S. Postal Service
CERTIFIED MAIL

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
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, 1:54PM

vendor
Certified Mail

tracking number
CERT00230212

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 8010 RLS

TO:

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		
	Postage	.92 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	Restricted Delivery	0.00
	Total Postage & Fees	6.57

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
AUG 2 8 2013

NORTH CAROLINA DISTRICT USPS WINSTON-SALEM, NC

2. Article Number

7160 3901 9849 2392 8010

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Julie Miles

B. Date of Delivery

C. Signature

X Julie Miles

☐ Agent
☐ Addressee

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

☐ Yes
☐ No

95727.875353-02136 -

CERT00230212

PS Form 3811, January 2005 Domestic Return Receipt

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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.

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.

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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

psship

U.S. Postal Service
CERTIFIED MAIL

package id
00230209

ship date
Wed, Aug 28 2013

to
CT Corporation System - Reg
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
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, 1:44PM

vendor
Certified Mail

tracking number
CERT00230209

service
USPS Certified Mail™

options
Return Receipt

7160 3901 9849 2392 8003

RLS

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	~~.92~~ 1.12
	Certified Fee	3.10
	Return Receipt Fee	2.55
	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

POSTMARK OR DATE
AUG 28 2013
WINSTON-SALEM, NC 27101

2. Article Number

7160 3901 9849 2392 8003

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery 8·30·13

C. Signature

X Holly Frost

☐ Agent
☐ Addressee

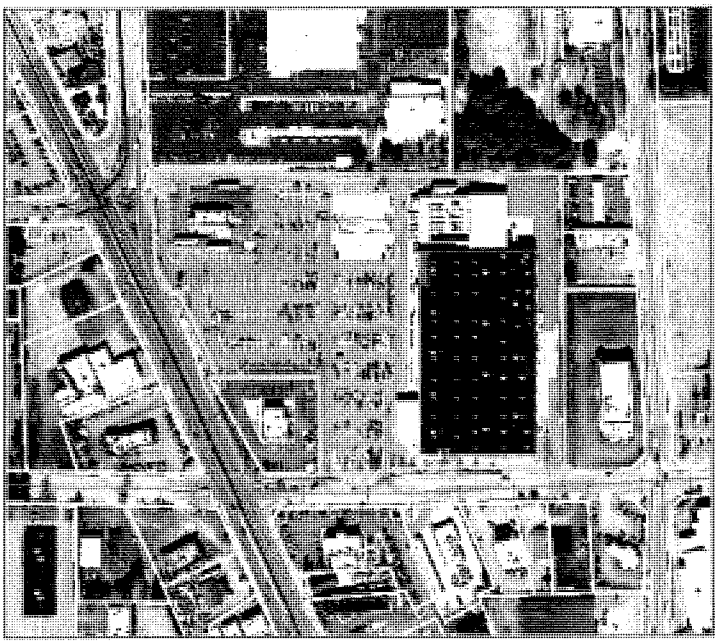
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

95727.875353-02136 -

CERT00230209

PS Form 3811, January 2005 Domestic Return Receipt

Property Card Address 2316 N MAIN ST Parcel ID 0199852



NO IMAGE AVAILABLE

Guilford County, NC

Owner/Parcel Information

Owner Name	BAKER HIGH POINT LLC	Zoning	CU-SC
Mailing Address	PO BOX 105842	Use	RETAIL
City State Zip	ATLANTA, GA 30348	Parcel Size	11.36
PIN	6891752266-000	Tax District	100
Appraisal Neighborhood	6891C01	Plat/Condo Bk & Pg	130-127
Legal Description	11.36 AC PB130-127 2310 N MAIN		

Sales History

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

Appraisal Values

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

Extra Feature Summary

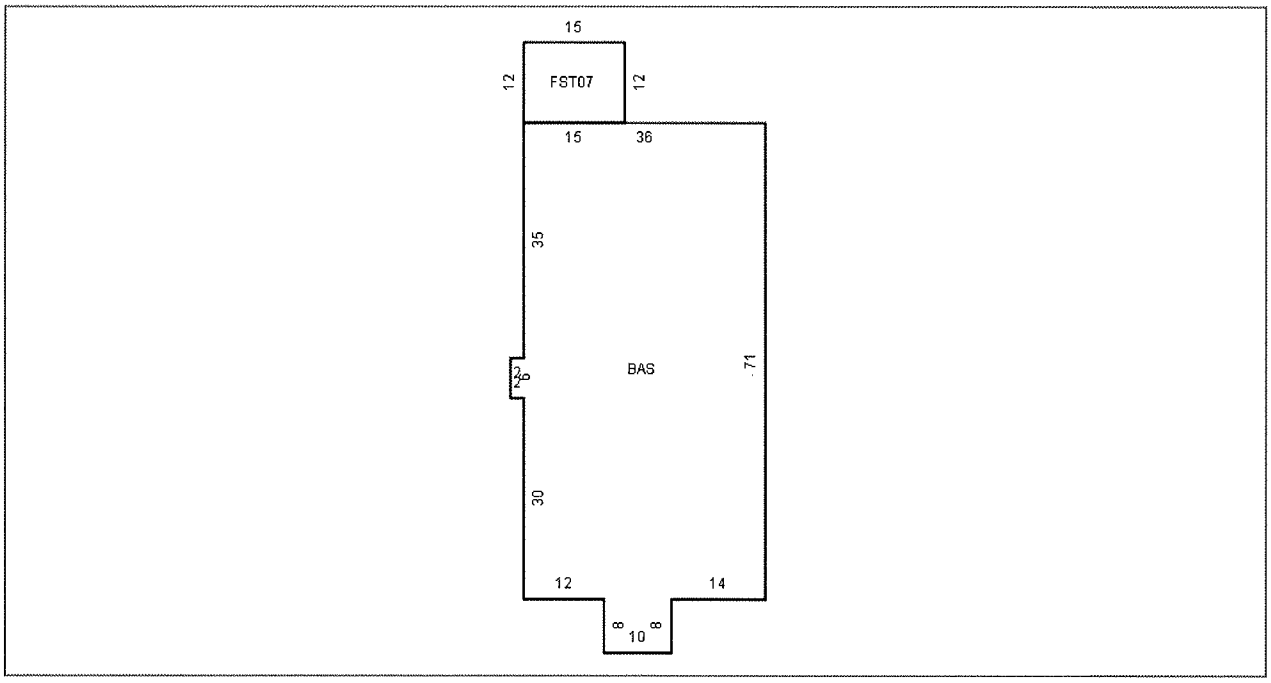
Feature Description	Size/Count	Measure	Year	Value
PAVING ASP	433500	UNITS		$117,000
PAVING ASP	49056	UNITS		$35,300
SPRINKLER FIRE SUPPRESSION SYSTEM	80000	UNITS		$136,800

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)

Improvement 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

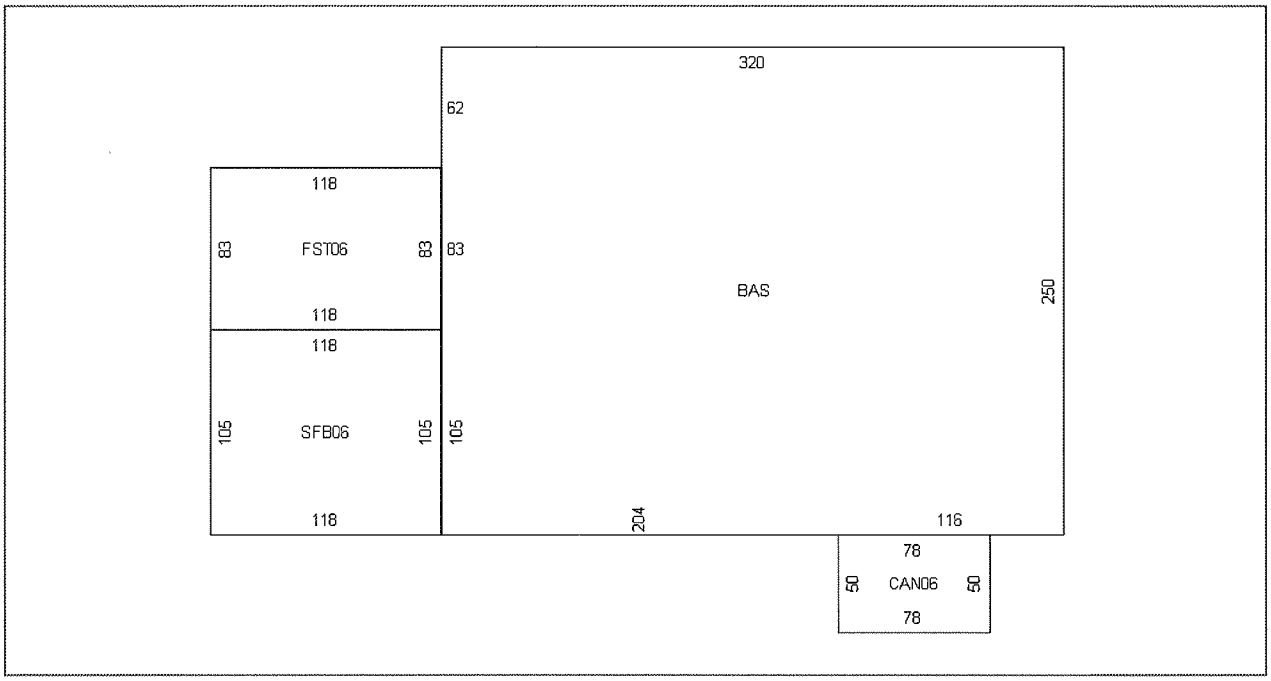
Code	Description	Sq Feet
	/FRAME/SPRDFOOT	2,648
FST0	Storage, Fin	180

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)

Improvement 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

Exhibit D

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: 09/18/2013

Deadline to submit comments: 09/27/2013


KS SELEC
Best Pre-Owned C
Deadline to request public meeting:
Deadline to submit comments:


ECT

Exhibit E

Sieg, Richard

From:	Amy Loflin <aloflin@hpe.com>
Sent:	Tuesday, September 10, 2013 1:44 PM
To:	Sieg, Richard
Subject:	Re: FW: Proof
Attachments:	tearsheet(320).pdf
Filed:	-1
NRTID:	!nrtdms:0:!session:DMSWIN1:!database:US2008:!document:4910850,1:

Attached is a copy of the ad. We will have to receive payment for the ad before we will issue the affidavit. Please feel free to call with any questions.

Thanks,
Amy Loflin

On 9/10/13 10:03 AM, Sieg, Richard wrote:
> Amy,
> It is my understanding that the attached ad ran in the High Point Enterprise on August 28, 2013. Please confirm that the ad ran as indicated in the below email. Also, please provide me an advertising affidavit for our records as soon as possible. Please send the invoice to my attention at Kilpatrick Townsend & Stockton LLP. How quickly can you turn around the affidavit? Can you email me an electronic version in addition to sending me the original affidavit?
>
> Thank you.
>
> Richard Sieg
> Kilpatrick Townsend & Stockton LLP
> 1001 West Fourth Street | Winston-Salem, NC 27101-2400 office 336 607
> 7386 | cell 336 608 2743 | fax 336 734 2623
> rsieg@kilpatricktownsend.com | www.kilpatricktownsend.com
>
>
> -----Original Message-----
> From: Amy Loflin [mailto:aloflin@hpe.com]
> Sent: Tuesday, August 27, 2013 1:34 PM
> To: Sieg, Richard
> Subject: Proof
>
> Attached is a copy of the ad requested for a run date of 8/28. I need to know of any questions or changes today by 3pm. The total cost is $224.40.
>
> --
> Thanks,
> Amy Loflin
> Major Account Representative
> High Point Enterprise, Thomasville Times, Archdale Trinity News
> 210 Church Ave, High Point, NC 27262
> (P)336-888-3585
> (F)336-888-3642

> aloflin@hpe.com
>
>
> _____
>
> 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.
>
> _____
>
> ***DISCLAIMER*** Per Treasury Department Circular 230: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

0635 Rooms for Rent

Room for rent. 1100 Salem St. $75/wk. No Drug Alcohol Call 442-2594

1st week FREE!! Near Downtown, rooming hse. Util.,cent. H/A, priv. $90-up. 989-3025

0640 Misc for Rent

Mobile Homes & Lots Auman Mobile Home Pk 3910 N. Main 883-3910

0670 Business Places/ Offices

Emerywood Station Offices 1312-1314 Long St. 1000 sf. Fowler & Fowler, REALTORS 883-1338

Mfg-Off-Whse-Retail
168-6000 SF, $200-$1400
T-ville 336-475-9414

Manufacturing Warehouse
2,800sq ft $600/mo
336-362-2119

Retail office/Cosmetology/Manufacturing shop/Medical Office Church. $485/mo Call 431-7716

REAL ESTATE FOR SALE

0734 Lots & Acreage

Building Lot, Approx. 1/3 Acre, Zoned for House or Mobile Home, With Water & Septic, $16,000 Call 336-472-6919 or 336-803-1647

0793 Monuments/ Cemeteries

2 Side by Side Plots in Floral Garden, S Unit 105, Near Colum Barium. $3600 or $2000 ea, Call 870-2827

TRANSPORTATION

0820 Campers/Trailers

2003 COACHMEN CASCAGE 30TBS
$9999.00
1-888-248-8358

2003 KEYSTONE COUGAR 245FBS
$13998.00
1-888-248-8358

2004 PROWLER REGAL AX6 305RLDS
$16995.00
1-888-248-8358

2006 FLEETWOOD MALLARD 180CK
$9998.00
1-888-248-8358

2009 KEYSTONE HORNET 27BHS
$15995.00
1-888-248-8358

5'x8' Dumping Trailer, 4' Sides, 6K Pound Axel, $995 Call 336-472-6919 or 336-803-1647

0824 Motor Homes

'01 Damon motorhome. 2 slides, 2 ACs, 10k, loaded. 36ft. Very good cond., $39,000. Back-up camera. 431-9991

0856 Sport Utility Vehicles

2004 Golf Cart; Club Car, $2500, Excellent Condition; Call 869-1594

2009 Nissan Cube SL
Stk# H3202A
$14,995
888-268-6117

2007 Hyundai Vera Cruz LIMITED
Stk# H3326A
$17,995
888-268-6117

Stk# H3350A
$15,995
888-268-6117

0856 Sport Utility Vehicles

2010 Mazda CX7 Sport
Stk# K8926A
$16,995
888-268-6117

2008 Jeep Liberty
Stk# K8963A
$16,995
888-268-6117

2011 Jeep Sahara
4x4, Hardtop
Stk#K8997A
$29,995
888-268-6117

2008 Jeep Grand Cherokee Limited, Sand, $14,950
Stk# 213091
888-270-5130

2008 H3 Hummer
Grey, $18,950
Stk#213124
888-270-5130

2010 Highlander Limited
Stk# p5289
888-269-5051

2013 Toyota 4Runner
Stk# p5323
888-269-5051

2012 Ford Edge
Stk# p5327
888-269-5051

0860 Vans for Sale

2006 Toyota Sienna XLE
Stk# p5296
888-269-5051

0864 Pickup Trucks for Sale

2005 Dodge Dakota SLT low mileage, one-owner, Stk#H3143A 888-268-6117

2005 Dodge Quad Cab
Stk#H3143A
$11,995
888-268-6117

Ford F-150
Burgundy, $11,950
Stk# 210045A
888-270-5130

2005 Chevy Silverado
Silver, $15,950
Stk# 212189
888-270-5130

2003 Dodge Ram
5.7L V8, 4WD
Stk# 213093
888-270-5130

Dodge Dakota
stk# 213043
$14,950
888-270-5130

0864 Pickup Trucks for Sale

2012 Toyota Tacoma
Stk# 4482a
888-269-5051

0868 Cars for Sale

2002 Chevy Ventura
137k Miles, $3500
Call 848-1380

2009' Pontiac Solitisce, GXP Turbo, Convertible, 14K Miles, Showroom Condition Call 336-869-6468

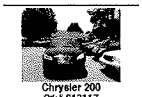
2011 Hyundai Sonata LIMITED
Stk# H3232A
$19,987
888-268-6117

2012 Chevy Impala LT
Stk# P1266
$15,987
888-268-6117

Stk# PH3641
$16,995
888-268-6117

2011 Chevrolet Malibu
4Dr, 2.4L, Blue
Stk# 212262
888-270-5130

2009 Nissan Altima
Blue, $13,950
Stk# 213202
888-270-5130



Chrysler 200
Stk# 213117
$14,950
888-270-5130

Top cash paid for any junk vehicle.
T&G Auto 882-7989

Silver Buick Lasabre, 37k Miles, $4000 Call 336-954-6258

0868 Cars for Sale

2012 Toyota Camry
Stk# p5254a
888-269-5051

0868 Cars for Sale

2010 Toyota Prius
Stk# p5276
888-269-5051

0868 Cars for Sale

2012 Chevrolet Malibu
Stk# p5291
888-269-5051

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

August 28, 2013

20132502 RFP for Lawn Care Services

Request for Proposal
Lawn Care Service
20132502

Sealed proposals will be received by the Housing Authority of the City of High Point (HPHA) at 500 East Russell Avenue, High Point, North Carolina for Lawn Care Service until 2:00 p.m. local time, September 9, 2013. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or Emailed submissions are not acceptable.

The Contractor will mow, edge and trim each site as frequently as directed by the HPHA from the Notice to Proceed in the first year and from April 1st or when new growth first occurs in subsequent year(s) until mid-November or until growth ceases; leaves will be raked, collected and removed once weekly from September 15 until December 31 unless otherwise notified, and debris will be removed from each site after each activity and said debris will be disposed of off site at a suitable landfill or other approved location to keep the properties clean and attractive.

A Pre-Proposal Conference will be held on September 4, 2013 at 9:00 a.m. at the Main Office of the HPHA, 500 E. Russell Avenue in the Commissioners' Chamber. All interested Contractors may obtain RFP documents through an email to soakley@hpha.net or HPHA's website at www.hpha.net. All questions need to be sent to HPHA by 5:00 p.m. September 4, 2013. Any addenda will be issued by 12:00 noon on September 5, 2013. Please send five (5) copies of your proposal.

All bids/proposals must contain the following completed forms:

1. Responder's Statement (Attachment A)
2. Cost Proposal (Attachment C)
3. Financial Statement of Audit
4. Section 3 and MWBE Certifications
5. High Point Business License
6. Bid Bond
7. Profile of Firm (Attachment B)
8. Reference/Experience
9. Non-collusive Affidavit
10. Estimated Project Work Force - Prime/Sub Contractor
11. Certification and Representation of Offeroro of Non-Construction Contractors (form HUD-5369-C)

It is very important that each company sends to HPHA all of the required paperwork of the bid/proposal will be considered non-responsive and will not be considered for a contract.

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

The HPHA reserves the right to reject any and all bids/proposals and to waive minor informalities in the bidding/RFP process. However, any proposal that is received by HPHA without a financial statement or audit will be considered non-responsive and will not be considered for a contract. The Bid Bond must be in one of the following forms: certified check, band draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. And proposal that is received with a bid bond in a form other these listed above will be considered non-responsive and will not be considered qualified in the evaluation process.

Direct all inquires to: Alan M. Oakley, Procurement Officer
Housing Authority of the City of High Point
500 E. Russell Avenue
High Point, NC 27261
336-878-2322
soakley@hpha.net