

## EXHIBIT E - NOTICE OF BROWNFIELDS PROPERTY

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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$254.00

**Property Owner:** The Redevelopment Commission of Greensboro

**Recorded in Book** 87, **Page** 117-120

**Associated plat recorded in Plat Book** \_\_\_\_, **Page** \_\_\_\_

*pick-up city of Greensboro*

**NOTICE OF BROWNFIELDS PROPERTY**

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 8 day of October, 2014 by The Redevelopment Commission of Greensboro (hereinafter "Prospective Developer").

The 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 Prospective Developer's name.

The Brownfields Property is comprised of fifteen parcels covering approximately 6.8 acres located at on the southern edge of the City of Greensboro's central business district, with East and West Bragg Street to the south, Arlington Street to the east, East and West Lee Street to the north, and railroads tracks to the west. It was first developed in the late 1800s for single family residences and a variety of commercial uses, including a bakery, fuel distributors, gasoline stations, automobile repair shops, print shops, a large coal yard, office space and retail. The

Redevelopment Commission of Greensboro has acquired the parcels that comprise the Brownfields Property over a period of years, and proposes to sell it to a qualified developer or developers for the purpose of constructing a mixed-use development, which may include office, hotel, educational, commercial, and high-density residential uses.

**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. The Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Property's regulated substances and contaminants.**

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

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

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

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

### **LAND USE RESTRICTIONS**

**The following Notices of Residual Petroleum previously recorded pursuant to N.C. Gen. Stat. § 143B-279.9 and N.C. Gen. Stat. § 143B-279.11 in the Guilford County Register of Deeds: Book 7572, Page 1506-1509, on February 10, 2014; Book 7572, Page 1510-1514, on February 10, 2014; and Book 7572, Page 1510-1514, on February 10, 2014; shall immediately be CANCELLED and SUPERSEDED upon the filing of this Notice of Brownfields Property.**

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 a mixed-use project, which may include office, hotel, educational, commercial, and high-density residential uses, and**

contiguous ancillary uses. For purposes of this restriction, the following definitions apply:

i. “Hotel” refers to the provision of overnight lodging to paying customers, and to associated reservation, cleaning, utilities and on-site management and reception services.

ii. “Educational” refers to a university, college, or junior college, whether privately-owned, publicly-owned or under joint public-private ownership, providing education.

iii. “Commercial” refers to an enterprise carried on for profit by the owner, lessee or licensee.

iv. a. “High-density residential” refers to use of units in multi-unit buildings as permanent dwellings such as condominiums, apartments, group home or dormitory where residential units are attached to each other with common walls and any property outside the dwelling structure is common to the residents and not privately owned as part of an individual dwelling unit.

v. “Contiguous ancillary uses” refers to parking areas, service drives, pedestrian areas, and other facilities that are needed to support the above uses, and are within or adjacent to the area where those uses are occurring.

2. Physical redevelopment of the Property may not occur other than in accord, as determined by DENR, with an Environmental Management Plan (“EMP”) approved in writing by DENR in advance (and revised to DENR’s written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes the planned redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment. 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, including without limitation those resulting from contamination identified in the Environmental Reports;

ii. issues related to potential sources of contamination referenced in Exhibit 2 to Exhibit A hereto; and

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

3. Within 90 days after each one-year anniversary of the effective date of the Agreement attached as Exhibit A hereto for as long as physical redevelopment of the Property continues, as determined by DENR (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), 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 summary and drawings, that describes:

i. actions taken in accordance with the plan required by land use restriction

(LUR) 2 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; and
- v. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Property (copies of all legally required manifests shall be included).

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

5. After the conclusion of the redevelopment period referenced in LUR 2 above, as determined by DENR, no activity that disturbs 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 LUR 1 above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 24 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.

6. No building may be constructed on the Property until:

- i. DENR determines in writing, based on submittals from the building's proponent, that the building's users, and public health and the environment, would not be at risk from the Property's volatile contaminant plume; or
- ii. vapor mitigation measures are installed or implemented to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal on a report that includes photographs and a description of the installation and performance of said measures. All vapor mitigation measures shall be installed or implemented in accordance with a plan approved in writing by DENR in advance, including methodology(ies) for demonstrating performance of said measures.

7. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Exhibit 2 to Exhibit A hereto and on the plat component of this Notice, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities, routine maintenance of buildings and grounds, or in sealed, pre-packaged containers sold in a retail context.

**8. 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.**

**9. During January of each year after the year in which this Notice is recorded, the owner of any part of the Property as of January 1<sup>st</sup> of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1<sup>st</sup>, this 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; and**

**iii. whether any vapor barrier and/or mitigation systems installed pursuant to LUR 6 above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.**

**For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 36.a. of Exhibit A hereto, at the address stated therein.**

### **ENFORCEMENT**

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by 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 WHEREOF, Prospective Developer has caused this instrument to be duly executed this 1st day of October, 2014.

The Redevelopment Commission of Greensboro

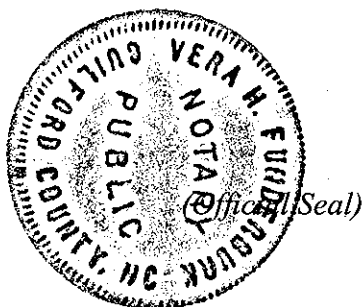
By: Dawn S. Chaney  
Dawn S. Chaney, Chair

NORTH CAROLINA  
Guilford 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: Redevelopment Commission Chair.

Date: 10/1/2014

Vera H Funderburk  
Official Signature of Notary



Vera H Funderburk  
Notary's printed or typed name, Notary Public  
My commission expires: May 26, 2015

\*\*\*\*\*

**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: Michael E. Scott  
Michael E. Scott  
Deputy Director, Division of Waste Management

9/29/14  
Date

\*\*\*\*\*

**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: **Redevelopment Commission of Greensboro**

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>	)	<u>South Elm St. Redevelopment Area</u>
	)	104 & 124 East Lee St.; 121, 123 &
	)	125 West Lee St.; 700, 702-714, 724,
	)	725, 727, 728, 730, 734 & 736
	)	South Elm St.; and 508 & 518
	)	Arlington St.
Brownfields Project No. 09027-05-41	)	Greensboro, Guilford County

## **I. INTRODUCTION**

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environment and Natural Resources (“DENR”) and Redevelopment Commission of Greensboro (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the “Act”).

The prospective developer for this brownfields property is the Redevelopment Commission of Greensboro, a legal entity of the City of Greensboro (City) formed for the purpose of conducting studies, formulating plans, and implementing redevelopment projects within the City. As such, it has the ability to enter into legally binding agreements to buy and sell land on behalf of the City. It is headquartered at 300 W. Washington St., P.O. Box 3136, Greensboro, NC 27402-2624. The Redevelopment Commission of Greensboro has acquired the parcels that comprise the brownfields property over a period of years, and proposes to sell it to a qualified developer or developers for the purpose of constructing a mixed-use project, which may include office, hotel, educational, commercial, and high-density residential uses.

The brownfields property is comprised of 6.80 acres on the southern edge of the City’s



central business district and, while some of the official addresses and parcel identification numbers assigned the individual parcels have changed over time, it presently includes 15 parcels identified by 15 discrete tax parcel identification numbers. For the purposes of performing environmental assessment, environmental remediation, and related reporting, the brownfields property was divided into Block 1, lying west of South Elm Street, and Block 2, lying east of South Elm Street. Each parcel has been historically referred to in reports and other project documents by the name of the parcel's owner at the beginning of the project, and this naming convention, as well as the use of Block 1 and Block 2, are used in this Agreement for continuity. 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 the Redevelopment Commission of Greensboro for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit the Redevelopment Commission of Greensboro 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 the Redevelopment Commission of Greensboro.

## III. STATEMENT OF FACTS

3. The Property comprises 6.80 acres. Prospective Developer has committed itself to redevelopment for no uses other than for a mixed-use project, which may include office, hotel, educational, commercial, and high-density residential uses.

4. The Property is located in an older part of downtown Greensboro and was first developed in the late 1800s for single family residences and for a variety of commercial uses, including a bakery, fuel distributors, gasoline stations, automobile repair shops, print shops, a large coal yard, office space and retail. It consists of the majority of two city blocks, and is bisected by South Elm Street running north-south. It is bordered to the north by East and West Lee Street, to the south by East and West Bragg Street (closed to vehicular traffic adjacent to Block 1), to the east by Arlington Street, and to the west by railroad tracks owned by Norfolk Southern Corp., beyond which lies vacant land owned by the City of Greensboro.

5. For purposes of this Agreement, the Property is divided into Block 1, that portion lying west of South Elm Street, and Block 2, lying east of South Elm Street. Individual parcels comprising the Property were primarily referred to in the Environmental Reports (listed in

paragraph 6 below), by the parcel owners' names at the time Prospective Developer began acquiring them, and this naming convention is used in this Agreement for continuity. Addresses and Guilford County's tax parcel identification numbers (PINs) for some of the parcels that comprise the Property have changed over time; the current addresses and PINs are provided in paragraphs 7 and 8 below and are also shown in Exhibit 2 to this Agreement.

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

Title	Prepared by	Date of Report
Phase I ESA <sup>1</sup> , Proposed Baseball Stadium (site wide)	ECS Carolinas	January 23, 2002
Phase II ESA <sup>1</sup> , Proposed Baseball Stadium (site wide)	ECS Carolinas	February 27, 2002
Project Status Update Report, South Elm St. Redevelopment Project (site wide)	ECS Carolinas	August 23, 2005
Phase I LSA <sup>2</sup> , Dwiggins Property (125 W. Lees St.)	ECS Carolinas	September 14, 2005
Phase I LSA <sup>2</sup> , Elm St. LLC Property, 702-714 & 724 S. Elm St. (former Elm Street, LLC & former Elm CCM properties, later combined as Elm CCM Associates Property)	ECS Carolinas	September 14, 2005
Phase II LSA <sup>2</sup> , Gaddy Property (124 East Lee St.)	ECS Carolinas	September 14, 2005
Phase I LSA <sup>2</sup> , Sierra Property (725 S. Elm St.)	ECS Carolinas	September 14, 2005
Phase I LSA <sup>2</sup> , Worth Property (728 & 730 South Elm St.)	ECS Carolinas	November 9, 2005
Phase II LSA <sup>2</sup> , Martin Property, 734-738 South Elm St. & 116 West Bragg St. (former	ECS Carolinas	February 13, 2006

Martin and Gateco properties)		
Brownfields Receptor Survey	ECS Carolinas	August 21, 2006
Comprehensive Site Assessment Report (site wide)	ECS Carolinas	July 14, 2006, revised August 21, 2006
Soil Cleanup Report, Former Chevron Facility, 204 & 224 W. Lee St. and 700 S. Elm St. (former Jeong Property)	Arcadis	April 2007
Report of Environmental Services, S. Elm St. Project, Stockpile Sampling	ECS Carolinas	April 17, 2008
Report of Environmental Services. – McDonald Property (104-108 E. Lee St.)	ECS Carolinas	May 14, 2008, revised March 20, 2009
Report of Environmental Services – Geophysical Survey, S. Elm Redevelopment Project (site wide)	ECS Carolinas	October 8, 2008
Demolition Observation and Geophysical Evaluation Report (site wide)	ECS Carolinas	March 9, 2009
Remedial Action Plan	ECS Carolinas	June 30, 2009
Brownfields Phase II ESA <sup>1</sup> Report, former Bragg St. Right of Way	Hart & Hickman	August 26, 2010
Brownfields Remediation Report – Block 1	ECS Carolinas	March 31, 2011, rev. September 1, 2011
20-Day & Initial Abatement Report, S. Elm Redevelopment, Worth Property	ECS Carolinas	July 9, 2012
Brownfields Remediation Report – Block 2	ECS Carolinas	July 22, 2011, revised September 1, 2011
Phase I ESA - Downtown Greenway Project, Bragg St. Corridor, Greensboro, NC	Hart & Hickman	December 22, 2011
20-Day & Initial Abatement Report, S. Elm Redevelopment, McDonald Property	ECS Carolinas	July 24, 2012
20-Day & Initial Abatement Report, S. Elm	ECS Carolinas	August 30, 2012

Redevelopment, Gaddy Property		
20-Day Initial Abatement Action & Phase I Limited Site Assessment Report, 725 S. Elm St. (former Sierra Property)	Hart & Hickman	July 26, 2012
Report of Soil Screening Services, S. Elm St. Brownfields Redevelopment	Progress Environmental, Inc.	March 29, 2013
Soil Gas Assessment Results (northern portion of former Macdonald Property & Gaddy Property)	Hart & Hickman	April 28, 2014

<sup>1</sup> ESA = Environmental Site Assessment

<sup>2</sup> LSA = Limited Site Assessment

7. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership, relating to the following parcels that comprise Block 1 of the Property:

**a. The former Dwiggins Property is located at 125 West Lee Street, with tax parcel identification number (PIN) 0499.**

i. Historically, this parcel has been used as a coal storage facility for two coal companies, a gasoline station and, most recently, automobile repair facilities.

ii. A Phase I environmental site assessment (ESA) identified recognized environmental conditions at the site including the use of underground storage tanks (USTs) and above-ground storage tanks (ASTs). Results from environmental testing conducted by Prospective Developer in 2006 indicated soil and groundwater contamination were present on the parcel.

iii. Prospective Developer acquired the parcel in May 2007 and subsequently demolished the buildings. It is currently vacant.

iv. In 2009, Prospective Developer excavated approximately 122 tons of

petroleum-contaminated soil from the parcel and disposed of it offsite.

**b. The former Agapion Property is located at 121 West Lee Street (PIN No. 0510) and at 123 West Lee Steet (PIN No. 0509):**

i. These parcels were historically developed primarily for commercial uses. Prospective Developer conducted Phase I and II ESAs at adjacent parcels in 2002. At that time, a vacant commercial building with associated parking was noted to be present on the western part of the property.

ii. Because Prospective Developer did not have the parcel under a purchase contract at the time, a Phase I ESA was not conducted for this property during the Property-wide assessment in 2002. Groundwater contamination was detected on adjacent parcels surrounding the site on three sides and potential sources of petroleum and chlorinated solvent contamination were identified as located offsite in apparent hydrologically upgradient directions, so groundwater contamination may potentially be present underneath the parcels.

iii. Prospective Developer purchased the parcels in June 2007 and subsequently demolished the building. They are currently vacant.

**c. The former Jeong Property is located at 700 South Elm Street (PIN No. 0500).**

i. The parcel was originally occupied by a single-family residence. In the 1950s, it was developed with a gasoline station owned by Gulf Oil/Chevron. In approximately 1974, the gasoline dispensers were removed and the parcel was occupied by McAmps Muffler repair shop. A 4,000-gallon underground storage tank (UST) and two-6,000 gallon USTs were reportedly removed from the site in approximately 1988.

ii. Pursuant to the discovery of an apparent UST release during UST closure actions, five shallow groundwater monitoring wells were installed in 1989 and a deep monitoring well was installed in 1990. Petroleum constituents were detected in groundwater samples collected at that time.

iii. Prospective Developer conducted Phase I and Phase II ESA activities at the parcel in 2002. Test results indicated diesel range total petroleum hydrocarbons (TPH) were present in soil in concentrations which exceeded the DENR, UST Section's TPH action levels. In 2006, additional groundwater testing was done and petroleum-related compounds were detected in concentrations which exceeded DENR's groundwater standards.

iv. Prospective Developer acquired the parcel in June 2007 and then demolished the buildings.

v. Metallic anomalies identified as possible USTs were discovered during a Property-wide geophysical survey 2008.

vi. In 2009, Prospective Developer removed two 1,000-gallon USTs from the parcel. Analytical test results of soil samples collected from directly beneath the USTs showed both diesel range and gasoline range TPH was present in soil above the UST Section's TPH action levels. Approximately 270 tons of soil were excavated from the site and disposed of offsite. Soil samples were collected from the sidewalls of the excavation; laboratory analysis did not detect petroleum compounds above regulatory limits.

vii. In 2012, the UST Section issued a Notice of No Further Action to Prospective Developer for the UST release at the parcel.

**d. The former Worth Property is located at 728 South Elm Street (PIN No.**

**0501), and at 730 South Elm Street (PIN No. 0503).**

i. This property is comprised of two parcels which have been used since at least the 1940s for various commercial uses, including print shops and oil companies. The eastern portion of the property was developed with a commercial building until the 1950s. Coal companies and a stone crushing company occupied the western portion of the property until approximately 1957. From at least the 1960s on, several businesses occupied the large commercial structures on the property, including Shamrock Gravure Products, Atlantic Coal and Oil Company, and Innisbrook Wraps, Inc. Most recently, the property was used for warehousing. The parcels became vacant in the early 2000s. Prospective Developer acquired the parcels in June 2007 and subsequently demolished the buildings. The property is currently vacant.

ii. USTs were historically used at the parcel. The Environmental Reports indicated a 28,000 gallon fuel oil UST had reportedly been abandoned in place by filling it with water in approximately 1965. Geophysical assessment of the parcels detected two buried magnetic anomalies, which were interpreted to be possible USTs: one near the center of the parcel and one near the eastern boundary along South Elm Street.

iii. In 2002, Prospective Developer collected soil and groundwater samples at several locations on the parcels as part of a Property-wide Phase II ESA. Analysis of soil samples detected diesel range Total Petroleum Hydrocarbon (TPH) in concentrations that exceeded the DENR, UST Section's action level in some samples. Groundwater samples contained Tetrachloroethene (PCE) in concentrations which exceeded the groundwater standard.

iv. A Limited Site Assessment (LSA) was conducted in the vicinity of the possible UST located on the eastern portion of the property in 2005. Analysis of soil samples



detected petroleum hydrocarbon s (C9-C22 aromatics fraction) in concentrations which exceeded the UST Section's residential soil cleanup levels. Analysis of groundwater samples did not detect petroleum constituents or PCE in concentrations above the DENR's groundwater quality standards.

v. In 2009, Prospective Developer removed one UST from the eastern parcel and excavated approximately 1,050 tons of petroleum-contaminated soil from an UST basin on the eastern portion of the property. Confirmatory soil samples were taken from the side walls of the excavation to determine if petroleum contamination remained in soils at the site. Laboratory analysis of the soil samples indicated concentrations of some petroleum hydrocarbon compounds slightly exceeded applicable screening levels for unrestricted use of the property in some samples.

vi. In 2010, Prospective Developer excavated soil from the vicinity of a geophysical anomaly located near the center of the western parcel. This excavation was conducted in the general area where a Phase I Environmental Site Assessment indicated a large fuel oil UST may have been abandoned in place in the 1960s. No evidence of an UST was discovered during the excavation, which was approximately 20 feet wide by 30 feet long and eight feet deep. Laboratory analysis of soil samples collected from the side walls of the excavation did not report petroleum contamination above applicable screening levels.

vii. In 2012, the UST Section issued a Notice of No Further Action to Prospective Developer for the UST releases on the eastern parcel because confirmatory samples from the excavations did not contain petroleum contaminants in concentrations exceeding screening levels for unrestricted (residential) use.

**e. The former Martin/Gateco Property is currently located at 734 & 736 South Elm Street (PIN No. 0505). (This parcel was historically located at 734, 736 & 738 South Elm Street and 114 West Bragg Street.)**

i. Historical uses of the property include several automobile repair facilities, an automobile body shop, at least one gasoline station, a coal company, and a fuel distribution company. When Prospective Developer purchased the parcel, two open concrete bins which had formerly been used for coal storage, two 55-gallon drums with unknown contents, and an above-ground storage tank (AST) used for waste oil were located on the parcel.

ii. During a Property-wide Phase II ESA conducted in 2002, analysis of soil samples were collected near the former gas station, the AST, and the coal storage area detected diesel range and gasoline range TPH at concentrations which exceeded the UST Section's TPH Action Levels. Analytical results for groundwater samples collected in 2002 and 2005 near the location of the former gas station detected petroleum compounds and chlorinated hydrocarbons (1,2-DCA and PCE) in concentrations that exceeded DENR's groundwater quality standards.

iii. Additional soil contamination was discovered during a Property-wide site assessment in 2006 near the southeast corner of the property where a gas station was formerly located. A Limited Site Assessment for the USTs associated with this former gas station was performed in 2006 and petroleum compounds and lead were detected in groundwater in concentrations that exceeded DENR's groundwater standards. Due to the high concentrations of petroleum compounds detected in shallow groundwater, four deep monitoring wells were subsequently installed and groundwater samples were analyzed for petroleum compounds, which

were not detected at concentrations exceeding the groundwater standards.

iv. Prospective Developer purchased the parcel in June 2007 and demolished the two commercial buildings in 2013.

v. In 2009, 2 fuel oil USTs and 4 gasoline/diesel USTs were removed from the parcel. Soil samples collected from beneath the tanks contained diesel range-TPH and gasoline range-TPH in concentrations which exceeded the DENR, UST Section's action levels. Concurrent with the UST removal, approximately 2,160 tons of petroleum-contaminated soil were excavated and disposed of offsite. Confirmatory samples collected from the side walls of the excavation indicated petroleum contaminated soil remains onsite in concentrations which exceed the both the UST Section's maximum soil concentrations for residential property and the DENR, IHSB residential soil screening levels.

vi. Because residential contaminant limits were exceeded in soil at the parcel, the UST Section required Prospective Developer to place a Notice of Residual Petroleum prohibiting residential use on the deed for the property.

**f. The Elm CCM, LLC (aka Elm St. LLC) Properties are comprised of two parcels: one currently located at 702 -714 South Elm Street (PIN No. 0502), and one located at 724 South Elm Street (PIN No. 0503).**

i. Previous uses of these parcels included commercial printing operations at the 724 South Elm Street address, which presumably would have used inks and solvents.

ii. A subsurface metallic anomaly interpreted to be a possible UST was detected during a electromagnetic geophysical survey of the parcel. In 2002, groundwater samples were collected in the vicinity of possible UST during a Phase II ESA. Laboratory

analysis of the groundwater samples indicated the groundwater contained two petroleum compounds in concentrations which exceeded the groundwater quality standards.

iii. In 2005, one subsurface soil sample was collected in the vicinity of the buried metallic anomaly and was analyzed for petroleum compounds. The targeted compounds were not detected above the applicable standards; however, the soil sample was collected from a depth too shallow to correlate with the base of the tank. The UST Section subsequently requested additional soil investigation of this possible UST. Prospective Developer attempted to perform further soil testing on April 11, 2006 but the sampling technology at the site was not capable of reaching the necessary depth. An abandoned UST may still be located near the southern portion of the parcel located at 724 S. Elm St.

iv. Laboratory analysis of a groundwater sample collected in 2005 detected lead above groundwater quality standards. Petroleum compounds were analyzed for and not detected.

v. Prospective Developer acquired the parcel in March, 2007 and demolished the building on 724 South Elm Street in 2013.

8. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use, ownership, and pertinent environmental information relating to the following parcels that comprise Block 2 of the Property:

**a. The former McDonald Property is comprised of two parcels: one currently located at 104 East Lee Street (PIN No. 1145), and one located at 508 Arlington Street (PIN No. 1147). The parcels comprising this property were previously addressed at 701 – 723 South Elm Street, 104 – 108 East Lee Street & 508 Arlington Street.**

i. Previous uses of the parcel have included: a gasoline service station on the northwestern part of the property, which was later converted into a fish market; an automobile repair shop on the northeast portion of the property; and the former Jones Brothers Bakery, built on the central part of the site in the 1920s. Several USTs were associated with the bakery, and are presumed to have been used for fuel oil to operate the bakery and to fuel delivery trucks. In addition, USTs and hydraulic lifts were used at the automobile service station were also located on the property.

ii. In 2002, Prospective Developer collected soil and groundwater samples at the parcel as part of a Property-wide Phase II. Diesel range TPH, gasoline range TPH, and Oil & Grease range TPH were detected in soil samples at levels above the DENR, UST Section's TPH action level. Petroleum compounds were also detected in groundwater in concentrations that exceeded DENR's groundwater quality standards.

iii. In 2005, additional soil and groundwater assessment was conducted on the property in response to a NCDENR Notice of Violation related to the documented release from USTs. Analysis of soil samples did not detect contaminant concentrations greater than the DENR, IHSB residential soil remediation goals. Analytical results of groundwater samples collected during this assessment detected PCE at concentrations which exceed DENR's groundwater quality standards and the DENR, IHSB residential screening levels for vapor intrusion. Additional groundwater assessment was conducted in 2008, the results of which indicated a probable offsite source for some of the PCE and petroleum compounds detected in groundwater at this parcel.

iv. Prospective Developer acquired the parcel in June 2007 and

demolished the buildings in 2008. Concurrent with demolition activities, two 5,000-gallon USTs were removed from beneath the building. In addition, one 280-gallon heating oil UST and three hydraulic fluid cylinders from hydraulic lifts in the automobile service station were also removed from the parcel. Field screening and observations made by the environmental contractor overseeing the demolition and UST closure activities indicated that petroleum-contaminated soils requiring remediation were present in the vicinity of the USTs.

v. Following demolition of the buildings, Prospective Developer conducted geophysical testing. Three subsurface metallic anomalies presumed to be USTs were identified on the parcel. Exploratory excavation in the vicinity of the anomalies did not find USTs. Additionally, field screening and laboratory analysis of soil samples from the excavations did not indicate contamination and the excavations were backfilled.

vi. As part of a Property-wide remedial program in 2009 and 2010, three hydraulic lifts and one 280-gallon fuel oil UST were removed from the site and approximately 1,800 tons of petroleum-contaminated soil was excavated from the vicinity of the former USTs. Laboratory analysis of confirmatory samples collected from the sidewalls of the excavation indicated some residual petroleum compounds remained in concentrations which exceeded the DENR, IHSB residential soil remediation goals.

vii. Because residential contaminant limits were exceeded in soil at the parcel, the UST Section required Prospective Developer to place a Notice of Residual Petroleum prohibiting residential use on the deed for the property.

**b. The former Gaddy Property (PIN No. 1146) is located at 124 East Lee Street.**

i. The parcel was most recently used for an automobile repair facility and, prior to that, a gasoline station. USTs had reportedly been removed from the parcel prior to Prospective Developer's involvement with the Property. An AST remained at the parcel and was associated with stained surface soils.

ii. Prospective Developer conducted Phase II ESA soil and groundwater testing in 2002. Soil samples were collected in the vicinity of the USTs, one AST, stained surface soils, and two hydraulic lifts, and a groundwater samples was collected near the UST basin. Laboratory analysis reported soil was contaminated with diesel range and gasoline range TPH above the DENR, UST Section's action levels; benzene was detected in groundwater.

iii. In 2005, Prospective Developer conducted a Phase II LSA in the vicinity of the USTs, the AST and the hydraulic fluid cylinders. Laboratory analysis of soil samples detected contaminants in concentrations exceeding the DENR, IHSB residential soil remediation goals. Analysis of groundwater from six monitoring wells located across the parcel detected several contaminants, including volatile organic compounds and lead, above groundwater quality standards and the DENR, IHSB screening levels for vapor intrusion in residential settings. In addition, two areas of soil contamination were identified during Property-wide comprehensive site assessment activities in 2006.

iv. The parcel was acquired by Prospective Developer in June 2007. In 2008, Prospective Developer demolished the buildings and removed two hydraulic cylinders (considered to be USTs) from beneath the service station building. Field screening and observations during demolition activities indicated petroleum-contaminated soil remained onsite that would require remediation.

v. In 2009 and 2010, Prospective Developer remobilized to the property and excavated approximately 5,500 tons of petroleum-contaminated soil from the former UST basins and the areas of soil contamination identified during previous site assessment activities. Laboratory results for confirmatory samples collected from the sidewalls of the excavation indicated that petroleum contaminated soil remained at the parcel in concentrations which exceeded the both the UST Sections residential maximum soil concentrations and the DENR, IHSB residential soil remediation goals.

vi. Because residential contaminant limits were exceeded in soil at the parcel, the UST Section required Prospective Developer to place a Notice of Residual Petroleum prohibiting residential use on the deed for the property.

**c. The former Gray Properties is comprised of two parcels: one located at 518 Arlington Street (PIN No. 1148), and one located at 727 South Elm Street (PIN No. 1154).**

i. The parcels have historically been developed for both residential and commercial purposes, including automobile repair facilities. They are currently vacant.

ii. A Phase I ESA conducted by Prospective Developer in 2002 identified one recognized environmental condition: an area of stained surficial soils on the western parcel located at 518 Arlington Street. Soil and groundwater testing was conducted in the area of stained soil during a Property-wide Phase II ESA in 2002. Laboratory analytical reports indicated no contamination detected in the samples above laboratory detection limits. No additional environmental assessment was deemed warranted on this parcel.

iii. Because Prospective Developer was unable to negotiate a purchase



contract with the owners of the parcel, in 2007 it removed this parcel from the original Property description provided in its 2005 application to the North Carolina Brownfields Program (NCBP). In 2012, the owners agreed to sell the parcel and Prospective Developer incorporated the parcel back into the Property in 2013 by amending its application to the NCBP. Prospective Developer subsequently acquired the parcel in 2013.

**d. The former Sierra (Williams) Property is located at 725 South Elm Street (PIN No. 1155).**

i. Because Prospective Developer was unable to negotiate a purchase contract with the owners of the parcel, in 2007 it removed this parcel from the original Property description provided in its 2005 application to the NCBP. In 2012, the owners agreed to sell Prospective Developer the parcel. At that time, the parcel was a vacant lot except for an aboveground fill port and vent pipe near the center of the parcel, which indicated the presence of an underground storage tank.

ii. Prior to its acquisition of the parcel, Prospective Developer contracted with an environmental consulting firm to remove a 2,000-gallon UST from the parcel. The type of fuel that had been stored in the tank is unknown.

iii. Prospective developer incorporated the parcel back into the Property by amending its application to the NCBP in 2013. Prospective Developer subsequently acquired the parcel later in 2013.

iv. In August 2012, the UST Section issued a Notice of No Further Action to Prospective Developer for the UST release at the parcel.

9. Pertinent environmental information regarding the Property includes the following:

a. Parcels on the Property were first developed in approximately the 1890s.

Historical uses of the parcels that comprise the Property have included a bakery, fuel distributors, gasoline stations, automobile repair shops, print shops, coal storage and retail, office space, retail, other commercial uses, and single family residences.

b. Prospective Developer used Environmental Protection Agency brownfields assessment and other funds to perform Phase I and II environmental site assessments (ESAs), and soil gas assessment across the Property from 2002 through 2013. Numerous areas of environmental concern were identified at the Property during the ESAs, including several abandoned petroleum underground storage tanks (USTs), petroleum contaminated soil, and a large area of residual coal from previous use for coal storage and distribution. Phase II ESA testing demonstrated that groundwater in several areas of the Property was contaminated, primarily with petroleum hydrocarbons and chlorinated solvents.

c. Research into the historical uses of properties in the vicinity of the Property was conducted as part of a Phase I ESA identified several potential offsite sources of groundwater contamination located hydraulically upgradient of the Property, including potential sources of chlorinated solvents and petroleum hydrocarbons.

d. A geophysical survey performed across the Property in 2008 identified several metallic anomalies, at least six of which were interpreted to be probable underground storage tanks (USTs).

e. Prospective Developer received additional brownfields grants from the Environmental Protection Agency to remediate petroleum-contaminated soils resulting from leaking underground storage tanks (USTs) at the Property. Prospective Developer conducted

UST and AST closures across the Property, and excavated petroleum-contaminated soil from several UST basins and from other areas of soil contamination. A large surficial deposit of residual coal from one or more historic coal yards that covered portions of the Martin, Worth and Jeong Properties to a depth of up to five feet was also excavated. Approximately 5,800 tons of coal and coal dust-contaminated soil were removed from Block 1 of the Property and disposed of offsite.

f. Various physical factors limited the horizontal and vertical extent of the excavations (e.g., roads, underground infrastructure, property boundaries, above ground structures) and, thus, soil contamination remains at the Property. Because some soil contaminants remain in concentrations which exceed their DENR UST Section's maximum contaminant levels for residential settings, Prospective Developer placed Notices of Residual Petroleum (NORPs) on the deeds for several parcels in accordance with UST Section requirements. The NORPs prohibit residential use of those parcels because soil contamination exceeds allowable limits; however, the NORPs may be superseded by this Agreement where DENR determines the Property can be made suitable for residential use with site-specific land use restrictions in force.

g. The groundwater beneath some areas of the Property is contaminated, primarily with petroleum fuel constituents and chlorinated hydrocarbons. Both onsite and offsite contaminant sources appear to have contributed to the groundwater contamination at the Property.

h. Concentrations of volatile groundwater contaminants underneath some portions of the Property have been documented to exceed DENR's IHSB industrial and/or

residential risk-based screening levels for vapor intrusion to indoor air. In order to determine if the migration of volatile contaminants from the subsurface could potentially pose a risk to indoor air quality in future buildings, Prospective Developer performed soil gas testing on the northern portion of Block 2 in 2013. Eight soil gas samples were collected across the area to coincide with historical groundwater contamination. Laboratory analytical results indicated that one of the eight samples collected contained contaminant concentrations which exceeded the IHSB screening levels for both residential and industrial settings.

i. One or more data tables reflecting the concentrations of, and other information regarding the Property's contaminants in various environmental media, appear in Exhibit 2 to this Agreement.

10. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Property Application dated May 5, 2005, which it amended on July 18, 2007, and amended again on November 5, 2012, and the following:

a. purchasing the parcels comprising the Property on various dates from June 2006 through October 2013;

b. performing environmental site assessment, geotechnical testing, and other redevelopment-related testing activities across the Property;

c. demolishing buildings and other above ground structures, and removing pavement, in accordance with a DENR-approved plan for environmental oversight, testing and soil management;

- d. conducting UST and AST closures, debris removal, coal removal and soil remediation actions at several of the parcels on the parcels comprising the Property; and
- e. backfilling surface and UST excavations and establishing and maintaining a vegetative cover on exposed soil to minimize the potential for erosion.

11. 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.

12. Prospective Developer has paid to DENR the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of

\$6,000 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by 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.

#### IV. BENEFIT TO COMMUNITY

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

- a. a return to productive use of the Property;
- b. a spur to additional community redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of approximately 1150 permanent jobs and 1120 temporary jobs during the construction phase and post-redevelopment phase combined;
- d. an increase in tax revenue for affected jurisdictions;
- e. additional commercial, office, educational, hotel and residential space for the area; and
- f. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

#### V. WORK TO BE PERFORMED

14. Within 90days after the effective date of this Agreement and prior to commencement

of redevelopment activities, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within 10 days of receiving such notification to refrain from such abandonment, Prospective Developer shall, on a schedule acceptable to DENR, effect said abandonment and, within 30 days after doing so, provide DENR a report, subject to DENR approval, setting forth the procedures and results.

15. 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 subparagraph 16.b below.

16. By way of the Notice of Brownfields Property referenced below in paragraph 21, 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. The following Notices of Residual Petroleum previously recorded pursuant to N.C. Gen. Stat. § 143B-279.9 and N.C. Gen. Stat. § 143B-279.11 in the Guilford County Register of Deeds: Book 7572, Page 1506-1509, on Feb. 10, 2014; Book 7572, Page 1510-1514, on Feb. 10, 2014; and Book 7572, Page 1510-1514, on Feb 10, 2014; shall immediately be CANCELLED and SUPERSEDED upon the filing of the Notice of

Brownfields Property to which this Brownfields Agreement is attached as Exhibit A. Land Use restrictions set forth in this Brownfields Agreement and authorized by N.C. Gen. Stat. § 130A-310.35 shall become immediately applicable. 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 a mixed-use project, which may include office, hotel, educational, commercial, and high-density residential uses, and contiguous ancillary uses. For purposes of this restriction, the following definitions apply:

i. "Hotel" refers to the provision of overnight lodging to paying customers, and to associated reservation, cleaning, utilities and on-site management and reception services.

ii. "Educational" refers to a university, college, or junior college, whether privately-owned, publicly-owned or under joint public-private ownership, providing education.

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

iv. a. "High-density residential" refers to use of units in multi-unit buildings as permanent dwellings such as condominiums, apartments, group home or dormitory where residential units are attached to each other with common walls and any property outside the dwelling structure is common to the residents and not privately owned as part of an individual dwelling unit.

v. "Contiguous ancillary uses" refers to parking areas, service drives, pedestrian areas, and other facilities that are needed to support the above uses, and are within or adjacent to the area where those uses are occurring.



b. Physical redevelopment of the Property may not occur other than in accord, as determined by DENR, with an Environmental Management Plan ("EMP") approved in writing by DENR in advance (and revised to DENR's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes the planned redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment. 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, including without limitation those resulting from contamination identified in the Environmental Reports;
- ii. issues related to potential sources of contamination referenced in Exhibit 2 to this Agreement; and
- iii. contingency plans for addressing newly discovered potential sources of environmental contamination (e.g., tanks, drums, septic drain fields).

c. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Property continues as determined by DENR (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), 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 summary and drawings, that describes:

- i. actions taken in accordance with the plan required by subparagraph 16.b

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; and

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

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

e. After the conclusion of the redevelopment period referenced in subparagraph 16.b above, as determined by DENR, no activity that disturbs 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 16.a above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 24 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.

f. No building may be constructed on the Property until:

i. DENR determines in writing, based on submittals from the building's proponent, that the building's users, and public health and the environment, would not be at risk from the Property's volatile contaminant plume; or

ii. vapor mitigation measures are installed or implemented to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal on a report that includes photographs and a description of the installation and performance of said measures. All vapor mitigation measures shall be installed or implemented in accordance with a plan approved in writing by DENR in advance, including methodology(ies) for demonstrating performance of said measures.

g. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Exhibit 2 to this Agreement and on the plat component of the Notice of Brownfields Property referenced in paragraph 21 below, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities, routine maintenance of buildings and grounds, or in sealed, pre-packaged containers sold in a retail context.

h. 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.

i. During January of each year after the year in which the Notice referenced

below in paragraph 21 is recorded, the owner of any part of the Property as of January 1<sup>st</sup> of that year shall submit a notarized Land Use Restrictions Update (“LURU”) to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1<sup>st</sup>, the Notice of Brownfields Property containing these land use restrictions remains recorded at the 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; and

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 16.f above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

17. 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.

18. 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.

19. 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

20. In addition to providing access to the Property pursuant to subparagraph 16.h 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.

21. 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.

22. 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.

23. 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

24. 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

25. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no uses of the Property other than that committed to in the Brownfields Property Application dated May 5, 2005, and amended July 18, 2007 and November 5, 2012, by which it applied for this Agreement, which may include office, educational space, meeting space, commercial, and high density residential uses. 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

26. 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.

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

28. 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.

29. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 26 through 28 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

30. 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

31. 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

32. 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.

33. Except for the Land Use Restrictions set forth in paragraph 16 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

34. 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

35. 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

36. 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:

Chair  
Redevelopment Commission of Greensboro  
c/o Planning Department  
P.O. Box 3136  
Greensboro, NC 27402-3136

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

37. 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

38. 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

39. 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.

40. 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.

41. 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.

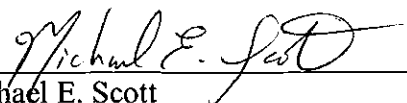
#### XIX. PUBLIC COMMENT

42. 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.

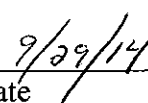
IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:



Michael E. Scott



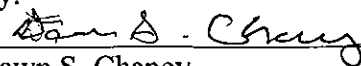
Date

Deputy Director, Division of Waste Management

IT IS SO AGREED:

Redevelopment Commission of Greensboro

By:



Dawn S. Chaney

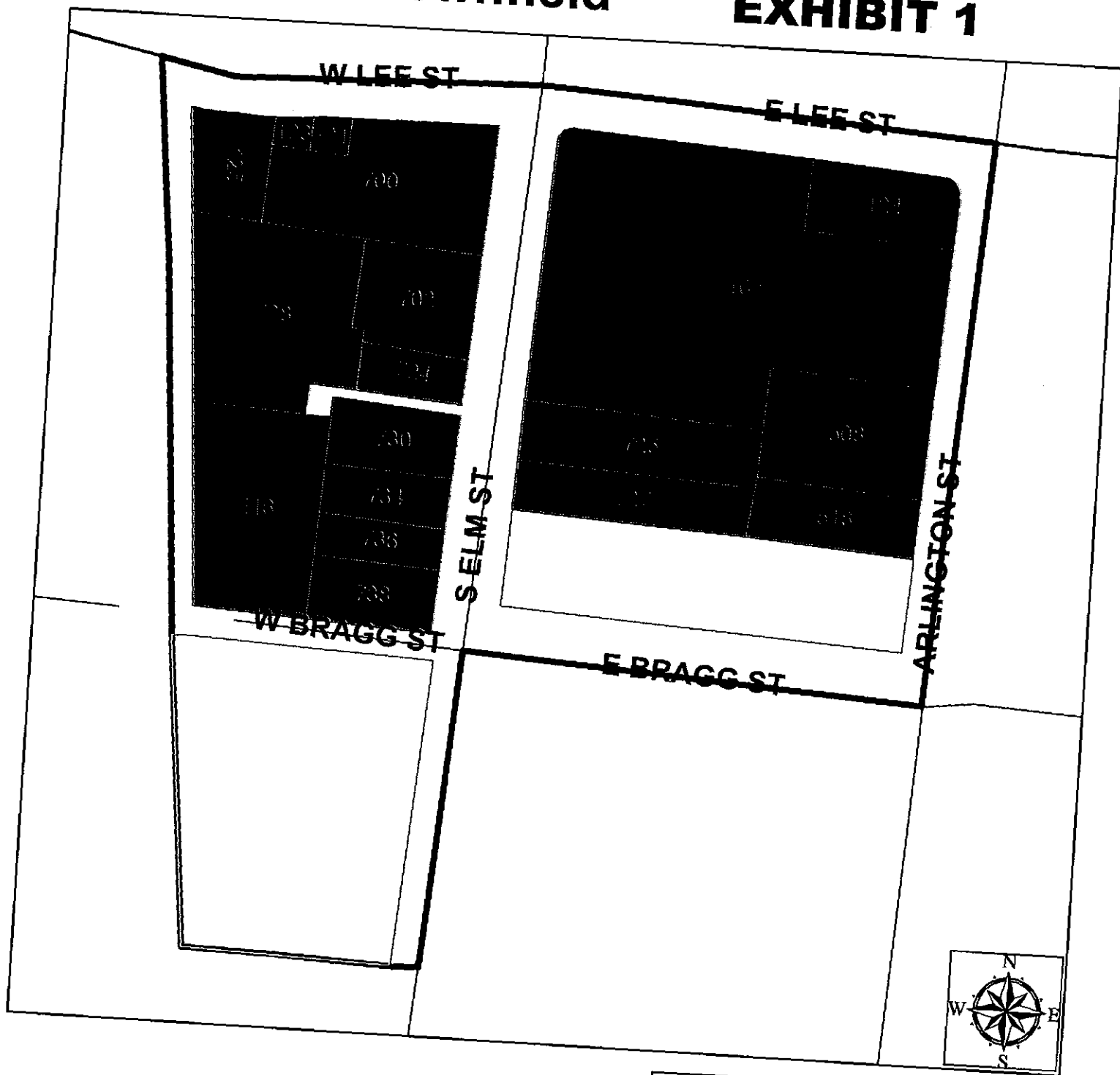


Date

Title: Chair, Redevelopment Commission of Greensboro

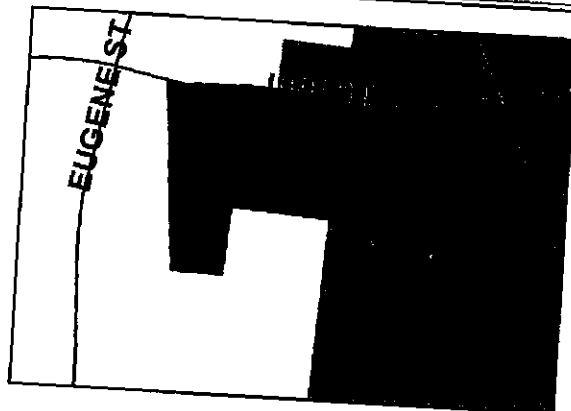
# South Elm Brownfield

## EXHIBIT 1



### Legend

Redevelopment Commission Owned



## Exhibit 2

The most recent environmental sampling at the Property reported in the Environmental Reports occurred on April 22, 2014. The following tables set forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels and groundwater standards are shown for reference only and are not set forth as cleanup levels.

### GROUNDWATER AND VAPOR INTRUSION RISK

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards or screening levels for which are contained in Title 15A ("15A") of the North Carolina Administrative Code (NCAC), Subchapter 2L ("2L"), Rule .0202 (April 1, 2013 version), the 2L Groundwater Interim Maximum Allowable Concentrations ("IMACs", April 1, 2013 version), and the Vapor Intrusion Screening Levels of DENR's Inactive Hazardous Sites Branch (June 2014 version):

Parcel ID	Groundwater Contaminant	Sample Location	Sampling Date	Concentration above ground water standard (µg/L) and/or VI Screening Level <sup>1</sup> (µg/m <sup>3</sup> )	Ground Water Standard (µg/L)	Residential / Industrial Vapor Intrusion Screening Level <sup>2</sup> (µg/m <sup>3</sup> )
<b>Block 1</b>						
<b>Dwiggins: 125 W. Lee St.; PIN No. 0499</b>						
	Tetrachloroethene	DMW-1	7/22/2005	25.1	0.7	11.5/48.4
		DMW-1 (dup)	7/22/2005	25.6	0.7	11.5/48.4
		DMW-2	7/22/2005	103	0.7	11.5/48.4
	Trichloroethene	DMW-1	7/22/2005	1.56	3	1.04/4.35
		DMW-1 (dup)	7/22/2005	1.63	3	1.04/4.35
<b>Agapion: 121 &amp; 123 W. Lee St.; PIN No. 0510 &amp; 0509</b> No groundwater samples were collected						
<b>Jeong: 700 S. Elm St.; PIN No. 0500</b>						
	1,2-Dichloroethane	MW-1	6/16/2010	0.7	0.4	22.4/97.8
	Lead	MW-1	6/16/2010	19.6	15	NS
	Chromium	MW-1	6/16/2010	42.5	10	NS
	Benzene	MW-11	9/26/2005	289	1	15.9/69.3
	Ethylbenzene	MW-11	9/26/2005	1,960	600	34.9/152
	Xylenes (total)	MW-11	9/26/2005	7,660	500	98.5/414
<b>Worth: 728 &amp; 730 S. Elm St.; PIN No. 0501 &amp; 0503</b>						
	Tetrachloroethene	GW-13	2/2002	1	0.7	11.5/48.4
		GW-14	2/2002	5	0.7	11.5/48.4
<b>Elm CCM, LLC (aka Elm St., LLC): currently addressed at 702 - 714 S. Elm St.; PIN No. 0502</b> No groundwater samples were collected						
<b>Elm CCM, LLC: 724 S. Elm St., PIN No. 0503</b>						



	Lead	EMW-1	7/22/2005	133	15	NS
	Benzo (b) fluoranthene	GW-18	2/2002	15	0.05	NS
	Chrysene	GW-18	2/2002	13	5	NS
<b>Martin/ Gateco: currently addressed at 734 &amp; 736 S. Elm St.; PIN No. 0505; (formerly addressed at 734, 736 &amp; 738 S. Elm St. and 116 W. Bragg St.)</b>						
	Methyl tert butyl ether	MW-2 (existing)	6/17/2010	293	20	4,500/19,700
		WMS-1	10/5/2005	3,420	200	4,500/19,700
	Benzene	WMS-1	10/5/2005	<b>5,630</b>	1	15.9/69.3
		MW-2 (existing)	6/17/2010	26.2	1	15.9/69.3
		GW-9	2/2002	7	1	15.9/69.3
	Toluene	WMS-1	10/5/2005	3,540	600	3,840/16,100
	1,2 - Dichloroethane	GW-3	2/2002	10	0.4	22.4/97.8
		GW-9	2/2002	6	0.4	22.4/97.8
		WMS-1	10/5/2005	25.7	0.4	22.4/97.8
	Tetrachloroethene	GW-3	2/2002	7	0.7	11.5/48.4
	Naphthalene	GW-3	2/2002	8	6	34.8/146
		WMS-1	10/5/2005	<b>211</b>	6	34.8/146
	C-5-C8 Aliphatics (low)	WMS-1	10/5/2005	<b>31,000</b>	400	*1.7/7.14
	C9-C18 Aliphatics (medium)	WMS-1	10/5/2005	<b>3,200</b>	700	*0.0389/0.196
	C9-C22 Aromatics (medium)	WMS-1	10/5/2005	<b>2,840</b>	NS	*32/134
<b>Block 2</b>						
<b>McDonald: currently addressed at 104 E. Lee St. (PIN No. 1145), &amp; 508 Arlington St. (PIN No. 1147); (formerly addressed at 701 - 723 S. Elm St. &amp; 104 - 108 E. Lee St. &amp; 508 Arlington)</b>						
	Tetrachloroethene	MCMW-1	5/17/2007	1.04	0.7	11.5/48.4
		MW-5	6/16/2010	0.84	0.7	11.5/48.4
		MCMW-3	5/17/2007	1.17	0.7	11.5/48.4
		MCMW-4**	5/17/2007	51.6**	0.7	11.5/48.4
		MW-1 (CGS)	11/28/2005	19	0.7	11.5/48.4
		MW-2 (CGS)	11/28/2005	36	0.7	11.5/48.4
	Benzene	MCMW-2	5/17/2007	20	1	15.9/69.3
	Ethylbenzene	MCMW-2	5/17/2007	74.4	600	34.9/152

		MCMW-3	5/17/2007	31.3	600	34.9/152
	Xylenes (total)	MCMW-2	5/17/2007	264	500	98.5/414
<b>Gaddy: 124 E. Lee St.; PIN No. 1146</b>						
	Benzene	MW-6 (existing)	6/16/2010	21.4	1	15.9/69.3
		GW-17	2/2002	27	1	15.9/69.3
		GMW-1	7/7/2005	459	1	15.9/69.3
		GMW-2	7/7/2005	1,330	1	15.9/69.3
		GMW-3	7/7/2005	666	1	15.9/69.3
		GMW-4	7/7/2005	40.4	1	15.9/69.3
	Ethylbenzene	MW-6 (existing)	6/16/2010	113	600	34.9/152
		GMW-1	7/7/2005	367	600	34.9/152
		GMW-2	7/7/2005	349	600	34.9/152
		GMW-3	7/7/2005	664	600	34.9/152
		GMW-5	7/7/2005	467	600	34.9/152
	1,2-Dibromoethane	GMW-1	7/7/2005	4.04	0.02	1.76/7.69
	1,2-Dichloroethane	GMW-2	7/7/2005	16.3	0.4	22.4/97.8
		GMW-3	7/7/2005	3.91	0.4	19.4/97.8
	Naphthalene	MW-6 (existing)	6/16/2010	87.0	6	34.8/146
		GMW-1	7/7/2005	115	6	34.8/146
		GMW-2	7/7/2005	242	6	34.8/146
		GMW-3	7/7/2005	193	6	34.8/146
		GMW-4	7/7/2005	47.1	6	34.8/146
		GMW-5	7/7/2005	352	6	34.8/146
	Toluene	GMW-1	7/7/2005	2,480	600	3,840/16,100
		GMW-2	7/7/2005	711	600	3,840/16,100
		GMW-3	7/7/2005	4,250	600	3,840/16,100
	Xylenes (total)	MW-6 (existing)	6/16/2010	174	500	98.5/414
		GMW-1	7/7/2005	2,223	500	98.5/414
		GMW-2	7/7/2005	1,548	500	98.5/414
		GMW-3	7/7/2005	3,190	500	98.5/414
		GMW-4	7/7/2005	362.1	500	98.5/414
		GMW-5	7/7/2005	651	500	98.5/414
	Bis (2-ethylhexyl) phthalate	GW-17	2/2002	160	3	NS
	C5-C8 Aliphatics (low)	MW-6 (existing)	6/16/2010	1,460	400	*1.7/7.14
	C9-C18 Aliphatics (medium)	MW-6 (existing)	6/16/2010	1,768	700	*0.0389/0.196
	C9-C22 Aromatics (medium)	MW-6 (existing)	6/16/2010	806	200	*32/134
<b>Sierra (aka Williams): 725 S. Elm St.; PIN No. 1155</b>						
	Tetrachloroethene	RSMW-1	8/3/2005	35.5	0.7	11.5/48.4

	Trichloroethene	RSMW-1	8/3/2005	<b>5.12</b>	3	1.04/4.35
	cis 1,2 - Dichloroethene	RSMW-1	8/3/2005	7.29	70	NS
	Vinyl chloride	RSMW-1	8/3/2005	3.67	0.03	1.47/24.5
<b>Gray Properties: 727 S. Elm St. (PIN No. 1154) &amp; 518 Arlington St. (PIN No. 1148)</b> No groundwater samples were collected						

1. **Bold** indicates that the concentration exceeds the Inactive Hazardous Sites Branch (IHSB) non-residential (Industrial/Commercial) Vapor Intrusion Screening Level.

2. Screening limits displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-5 lifetime incremental cancer risk (LICR).

\* petroleum hydrocarbon fractions: C9 – C22 aromatics corresponds to the IHSB TPH aromatics medium screening level; C5 – C8 aliphatics corresponds to IHSB TPH aliphatic low screening level; C9 – C22 aliphatics corresponds to the IHSB TPH aromatics medium screening level. Screening levels are from the January 2014 IHSB Vapor Intrusion (VI) Screening Levels.

\*\*deep well - monitoring well is screened well below the top of the water table so contaminant concentration is not directly comparable to VI screening levels.

NS – No standard is established

### SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential and Non-Residential (Industrial/Commercial) Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DENR's Superfund Section (January, 2014 version):

Parcel	Soil Contaminant	Sample Location	Depth	Sampling Date	Concentration above Unrestricted Use Screening Level <sup>1</sup> (mg/kg)	Residential / Industrial Screening Level <sup>2</sup> (mg/kg)
<b>Block 1</b>						
<b>Dwiggins: 125 W. Lee St.; PIN No. 0499</b>						
	Benzo (a) anthracene	DW SW-1	6-7	10/20/2009	1.07	0.15/2.1
		DWSW-2	6-7	10/20/2009	0.497	0.15/2.1
		DWSW-4	6-7	10/20/2009	0.615	0.15/2.1
		DWSW-6	6-7	10/20/2009	1.88	0.15/2.1
		DW Base-1	7-8	10/20/2009	1.28	0.15/2.1
		DW Base-2	7-8	10/20/2009	<b>2.42</b>	0.15/2.1
	Benzo (a) pyrene	DWSW-1	6-7	10/20/2009	<b>0.734</b>	0.015/0.21
		DWSW-2	6-7	10/20/2009	<b>0.353</b>	0.015/0.21
		DWSW-3	6-7	10/20/2009	0.088J	0.015/0.21
		DWSW-4	6-7	10/20/2009	<b>0.458</b>	0.015/0.21
		DWSW-5	6-7	10/20/2009	0.099J	0.015/0.21
		DWSW-6	6-7	10/20/2009	<b>1.23</b>	0.015/0.21

		DW Base-1	7-8	10/20/2009	<b>0.738</b>	0.015/0.21
		DW Base-2	7-8	10/20/2009	<b>1.82</b>	0.015/0.21
	Benzo (b) fluoranthene	DWSW-1	6-7	10/20/2009	0.892	0.15/2.1
		DWSW-2	6-7	10/20/2009	0.438	0.15/2.1
		DWSW-4	6-7	10/20/2009	0.743	0.15/2.1
		DWSW-6	6-7	10/20/2009	1.93	0.15/2.1
		DW Base-1	7-8	10/20/2009	0.903	0.15/2.1
		DW Base-2	7-8	10/20/2009	<b>3.19</b>	0.15/2.1
	Dibenzo (a,h) anthracene	DWSW-1	6-7	10/20/2009	0.148J	0.015/0.21
		DWSW-2	6-7	10/20/2009	0.072J	0.015/0.21
		DWSW-4	6-7	10/20/2009	0.120J	0.015/0.21
		DWSW-6	6-7	10/20/2009	<b>0.460</b>	0.015/0.21
		DWSW-5	6-7	10/20/2009	0.099J	0.015/0.21
		DW Base-2	7-8	10/20/2009	0.129J	0.015/0.21
	Indeno (1,2,3-c) pyrene	DWSW-1	6-7	10/20/2009	0.669	0.15/2.1
		DWSW-2	6-7	10/20/2009	0.257J	0.15/2.1
		DWSW-4	6-7	10/20/2009	0.361	0.15/2.1
		DWSW-6	6-7	10/20/2009	0.900	0.15/2.1
		DW Base-1	7-8	10/20/2009	0.575	0.15/2.1
		DW Base-2	7-8	10/20/2009	1.11	0.15/2.1
<b>Agapion: 121 &amp; 123 W. Lee St.; PIN No. 0510 &amp; 0509</b> No soil samples were collected						
<b>Jeong: 700 S. Elm St.; PIN No. 0500</b>						
	TPH – DRO	GP-1	15	2/14/2002	15	10
		GP-5	5	2/14/2002	14	10
		GP-6	5	2/14/2002	18	10
	Benzene	B-115	4-5	2/13/2007	2.6	1.1/5.4
	Naphthalene	B-119	8.5-9.5	2/13/2007	9.3	3.6/18
		MW-11	0-5	9/15/2005	8.71	3.6/18
		MW-11	8-10	9/15/2005	13.6	3.6/18
	1,2,4- Trimethylbenzene	MW-11	0-5	9/15/2005	21.2	12/52
		MW-11	8-10	9/15/2005	45.2	12/52
	Benzo (a) pyrene	AN4SW-7	7-8	10/20/2009	0.050J	0.015/0.21
		B-115	4-5	2/13/2007	0.026	0.015/0.21
		B-117	4-5	2/13/2007	0.081	0.015/0.21
		B-119	8.5-9.5	2/13/2007	0.063	0.015/0.21
<b>Worth: 728 &amp; 730 S. Elm St.; PIN No. 0501 &amp; 0503</b>						
	Benzo (a)	AN6SW-10	4-5	9/22/2009	0.262J	0.15/2.1

	anthracene					
		AN6SW-15	4-5	9/22/2009	0.185J	0.15/2.1
		AN6SW-17	4-5	9/22/2009	0.170J	0.15/2.1
	Benzo (a) pyrene	AN6SW-7	4-5	9/22/2009	0.129J	0.015/0.21
		AN6SW-8	4-5	9/22/2009	0.073J	0.015/0.21
		AN6SW-9	4-5	9/22/2009	0.158J	0.015/0.21
		AN6SW-10	4-5	9/22/2009	<b>0.309J</b>	0.015/0.21
		AN6SW-12	4-5	9/22/2009	0.038J	0.015/0.21
		AN6SW-13	4-5	9/22/2009	0.083J	0.015/0.21
		AN6SW-14	4-5	9/22/2009	0.100J	0.015/0.21
		AN6SW-15	4-5	9/22/2009	<b>0.226J</b>	0.015/0.21
		AN6SW-16	4-5	9/22/2009	<b>0.212J</b>	0.015/0.21
		AN6SW-17	4-5	9/22/2009	<b>0.262J</b>	0.015/0.21
		AN6SW-5	4-5	9/22/2009	0.045J	0.015/0.21
		AN6SW-6	4-5	9/22/2009	<b>0.44J</b>	0.015/0.21
	Benzo (b) fluoranthene	AN6SW-9	4-5	9/22/2009	0.170J	0.15/2.1
		AN6SW-12	4-5	9/22/2009	0.416	0.15/2.1
		AN6SW-15	4-5	9/22/2009	0.259J	0.15/2.1
		AN6SW-16	4-5	9/22/2009	0.232J	0.15/2.1
		AN6SW-17	4-5	9/22/2009	0.267J	0.15/2.1
	Indeno (1,2,3- c) pyrene	AN6SW-10	4-5	9/22/2009	0.183J	0.15/2.1
		AN6SW-15	4-5	9/22/2009	0.169J	0.15/2.1
		AN6SW-15	4-5	9/22/2009	0.179J	0.15/2.1
	C9-C22 Aromatics (medium)	AN6SW-16	4-5	9/22/2009	51.1	*22/130
		AN6SW-17	4-5	9/22/2009	43.0	*22/130
<b>Elm CCM, LLC (aka Elm St., LLC): currently addressed at 702 - 714 S. Elm St.; PIN No. 0502</b> No soil samples were collected						
<b>Elm CCM, LLC: 724 S. Elm St., PIN No. 0503</b> No soil samples exceed applicable standards						
<b>Martin/ Gateco: currently addressed at 734 &amp; 736 S. Elm St.; PIN No. 0505; (formerly addressed at 734, 736 &amp; 738 S. Elm St. and 116 W. Bragg St.)</b>						
	C9-C22 Aromatics (medium)	SW-20	6-8	9/15/2009	46.1	*22/130
		MS-15	5	10/4/2005	<b>136</b>	*22/130
	C5-C8 Aliphatics (medium)	MS-15	5	10/4/2005	<b>82</b>	*0.61/3.1
	Benzo (a) pyrene	MHS SW-4	5-6	10/21/2009	0.172J	0.015/0.21
		MS-15	5	10/4/2005		0.015/0.21
	Benzo (a) anthracene	MHS SW-4	5-6	10/21/2009	0.177J	0.15/2.1
	TPH - DRO	GP-87	8	2/13/2002	60	10
		GP-23	10	2/12/2002	51	10
	TPH - GRO	GP-87	8	2/13/2002	67	10
<b>Block 2</b>						
<b>McDonald: currently addressed at 104 E. Lee St. (PIN No. 1145), &amp; 508 Arlington St. (PIN No. 1147); (formerly addressed at 701 - 723 S. Elm St. &amp; 104 - 108 E. Lee St. &amp; 508 Arlington)</b>						

	Benzo (a) anthracene	McDSW-8	9-10	10/22/2009	0.222J	0.15/2.1
		McDUST-1	9-10	10/22/2009	0.161J	0.15/2.1
		McDUST-3	9-10	10/22/2009	0.764	0.15/2.1
		McDUST-4	9-10	10/22/2009	0.246J	0.15/2.1
		McDSW-8	9-10	10/22/2009	0.222J	0.15/2.1
		McDSW-5	9-10	10/22/2009	<b>3.55</b>	0.15/2.1
		McDSW-6	9-10	10/22/2009	1.89	0.15/2.1
		McDSW-7	9-10	10/22/2009	0.564	0.15/2.1
		McDSW-1	9-10	10/22/2009	0.589	0.15/2.1
	Benzo (b) flouranthene	McDUST-1	9-10	10/22/2009	0.136J	0.15/2.1
		McDUST-3	9-10	10/22/2009	0.907	0.15/2.1
		McDUST-4	9-10	10/22/2009	0.291J	0.15/2.1
		McDUST-8	9-10	10/22/2009	0.159J	0.15/2.1
		McDSW-8	9-10	10/22/2009	0.186J	0.15/2.1
		McDSW-5	9-10	10/22/2009	<b>3.11</b>	0.15/2.1
		McDSW-6	9-10	10/22/2009	1.80	0.15/2.1
		McDSW-7	9-10	10/22/2009	0.482	0.15/2.1
		McDSW-7	9-10	10/22/2009	0.482	0.15/2.1
		McDSW-1	9-10	10/22/2009	0.657	0.15/2.1
	Benzo (a) pyrene	McDSW-8	9-10	10/22/2009	1.057J	0.015/0.21
		McDUST-1	9-10	10/22/2009	0.164J	0.015/0.21
		McDUST-3	9-10	10/22/2009	<b>0.687</b>	0.015/0.21
		McDUST-4	9-10	10/22/2009	0.170J	0.015/0.21
		McDUST-7	9-10	10/22/2009	0.060	0.015/0.21
		McDUST-8	9-10	10/22/2009	0.109J	0.015/0.21
		McDSW-8	9-10	10/22/2009	0.157J	0.015/0.21
		McDSW-5	9-10	10/22/2009	<b>2.54</b>	0.015/0.21
		McDSW-6	9-10	10/22/2009	<b>1.38</b>	0.015/0.21
		McDSW-7	9-10	10/22/2009	<b>0.398</b>	0.015/0.21
		McDSW-1	9-10	10/22/2009	<b>0.555</b>	0.015/0.21
	Dibenzo (a,h) anthracene	McDSW-5	9-10	10/22/2009	<b>0.290J</b>	0.015/0.21
		McDSW-6	9-10	10/22/2009	<b>0.230J</b>	0.015/0.21
	Indeno (1,2,3-c) pyrene	McDUST-3	9-10	10/22/2009	0.288	0.15/2.1
		McDSW-6	9-10	10/22/2009	0.757	0.15/2.1

		McDSW-5	9-10	10/22/2009	1.01	0.15/2.1
		McDSW-7	9-10	10/22/2009	0.228J	0.15/2.1
		McDSW-1	9-10	10/22/2009	0.262J	0.15/2.1
	Naphthalene	GDY-14	9-10	1/13/2010	<b>60.2</b>	3.6/18
	Total Xylenes	GDY-14	9-10	1/13/2010	<b>328</b>	130/260
	Ethylbenzene	GDY-14	9-10	1/13/2010	<b>65.3</b>	5.4/27
	1,2,4-Trimethylbenzene	GDY-14	9-10	1/13/2010	<b>264</b>	12/52
	C5-C8 Aliphatics (low)	GDY-14	9-10	1/13/2010	<b>162</b>	*11/58
	C9-C18 Aliphatics (medium)	McDUST-4	9-10	10/22/2009	<b>981</b>	*0.61/3.1
	C9-C22 Aromatics (medium)	McDUST-4	9-10	10/22/2009	<b>412</b>	*22/130
		McDUST-5	9-10	10/22/2009	<b>64.9</b>	*22/130
		GDY-14	9-10	1/13/2010	<b>406</b>	*22/130
	TPH - DRO	GP-22	4	2/8/2002	109	10
		UST1-1	10	7/28/2008	136	<b>10</b>
		UST2-1	10	7/28/2008	7,880	<b>10</b>
		UST2-2	10	7/28/2008	3,520	<b>10</b>
	TPH - GRO	UST1-1	10	7/28/2008	28.6	<b>10</b>
		UST2-1	10	7/28/2008	382	<b>10</b>
		UST1-2	10	7/28/2008	391	<b>10</b>
<b>Gray Properties: 727 S. Elm St. (PIN No. 1154) &amp; 518 Arlington St. (PIN No. 1148) No soil samples were collected</b>						
<b>Gaddy: 124 E. Lee St.; PIN No. 1146</b>						
	Benzo (a) anthracene	HL5-SW-2	9-10	11/6/2009	0.216J	0.15/2.1
		GDY-6	9-10	1/13/2010	0.868	0.15/2.1
	Benzo (a) pyrene	HL5-SW-1	9-10	11/6/2009	0.146J	0.015/0.21
		HL5-SW-2		11/6/2009	0.197J	0.015/0.21
		GDY-6	9-10	1/13/2010	<b>0.797</b>	0.015/0.21
	Benzo (b) flouranthene	GDY-6	9-10	1/13/2010	0.964	0.15/2.1
	Benzene	GDY-9	9-10	1/13/2010	<b>55.1</b>	1.1/5.4
	N-Butylbenzene	GDY-9	9-10	1/13/2010	<b>128</b>	110/110
	Ethylbenzene	GDY-8	9-10	1/13/2010	<b>153</b>	5.4/27
		GDY-9	9-10	1/13/2010	<b>479</b>	5.4/27
	Naphthalene	GDY-8	9-10	1/13/2010	<b>55.5</b>	3.6/18
		GDY-9	9-10	1/13/2010	<b>321</b>	3.6/18

	2-Methylnaphthalene	GDY-9	9-10	1/13/2010	53.4	46/370
	N-Propylbenzene	GDY-9	9-10	1/13/2010	<b>280</b>	260/260
	Toluene	GDY-9	9-10	1/13/2010	<b>1,100</b>	820/820
	1,2,4-Trimethylbenzene	GDY-8	9-10	1/13/2010	<b>601</b>	12/52
		GDY-9	9-10	1/13/2010	<b>1,490</b>	12/52
	1,3,5-Trimethylbenzene	GDY-8	9-10	1/13/2010	<b>182</b>	160/180
		GDY-9	9-10	1/13/2010	<b>474</b>	160/180
	Total Xylenes	GDY-8	9-10	1/13/2010	<b>503</b>	130/260
		GDY-9	9-10	1/13/2010	<b>2,610</b>	130/260
	C5-C8 Aliphatics (low)	GDY-8	9-10	1/13/2010	<b>1,580</b>	*11/58
		GDY-9	9-10	1/13/2010	<b>3,870</b>	*11/58
	C9-C18 Aliphatics (medium)	GDY-8	9-10	1/13/2010	<b>3,515</b>	*0.61/3.1
		GDY-9	9-10	1/13/2010	<b>9,280</b>	*0.61/3.1
	C9-C22 Aromatics (medium)	GDY-8	9-10	1/13/2010	<b>1,109</b>	*22/130
		GDY-9	9-10	1/13/2010	<b>2,914</b>	*22/130
	TPH - GRO	GP-60	8-12	2/12/2002	7,200	10
		GP-59	8-12	2/12/2002	85	10
	TPH - DRO	GP-61	8-12	2/12/2002	36	10
		GP-60	4-8	2/12/2002	4,280	10
		GP-59	0-4	2/12/2002	118	10
	TPH - O&G	GP-60	4-8	2/12/2002	1,300	250
<b>Sierra (aka Williams): 725 S. Elm St.; PIN No. 1155</b>						
	TPH - DRO	GP-50	15	2/12/2002	20	10
		SS-12	4	6/29/2012	12	10
	C9-C22 Aromatics (medium)	SMW1	2	7/1/2005	41	*22/130
	C9-C18 Aliphatics (medium)	SMW1	2	7/1/2005	<b>17</b>	*0.61/3.1
	C5-C8 Aliphatics (low)	SMW1	2	7/1/2005	20	*11/58

<sup>1</sup> **Bold** indicates that the concentration exceeds the Inactive Hazardous Sites Branch (IHSB) Industrial/Commercial Soil Screening Levels.

<sup>2</sup> Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.



\*C9 – C22 aromatics correspond to the IHSB Total Petroleum Hydrocarbons (TPH) aromatics-medium screening level;  
 C5 – C8 aliphatics correspond to IHSB TPH aliphatic-low screening level; C9 – C22 aliphatics correspond to the IHSB  
 TPH aromatics-medium screening level.

TPH - GRO = Total Petroleum Hydrocarbons, gasoline range organics

TPH - DRO = Total Petroleum Hydrocarbons, diesel range organics

TPH - O&G = Total Petroleum Hydrocarbons, oil & grease fraction

### SOIL GAS

Soil gas contaminants in micrograms per cubic meter of air, the screening levels for which are derived from the Industrial and/or Residential Vapor Intrusion Screening Levels of the Inactive Hazardous Sites Branch of DENR's Superfund Section (June, 2014 version):

<b>Soil Gas Contaminant</b>	<b>Sample Location - McDonald Property (PIN No. 1147)</b>	<b>Sampling Date</b>	<b>Concentration Exceeding Screening Level<sup>1</sup> (µg/m<sup>3</sup>)</b>	<b>Residential / Non-Residential Screening Level<sup>2</sup> (µg/m<sup>3</sup>)</b>
Tetrachloroethene	SGMP-8	4/22/2014	2,600	278/3,300

<sup>1</sup>Non-Residential (i.e., Industrial/Commercial) screening level not exceeded.

<sup>2</sup>Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-5 lifetime incremental cancer risk.



**EXHIBIT B:**  
**FULL-SIZE PLAT MAP FILED SEPARATELY**

**EXHIBIT B**

The following is a preliminary plat map for the proposed development of the property located at the intersection of South Elm Street and East Lee Street, Greensboro, North Carolina. This map is intended to provide a general overview of the proposed development and is not to be used for any other purpose. The map is subject to change without notice and is not to be construed as a guarantee of any kind. The map is filed for public information and is not to be used for any other purpose.

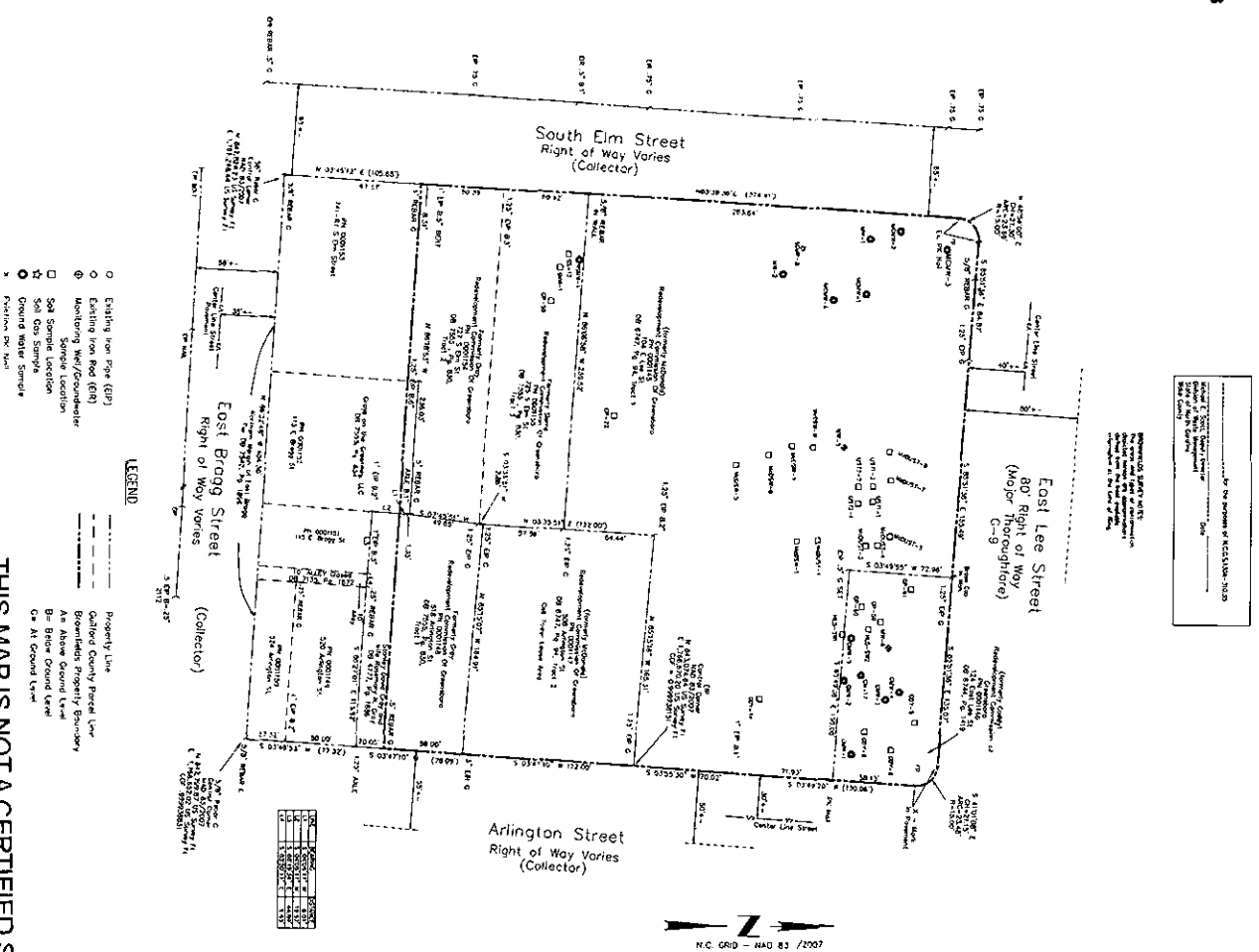
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Project Date: \_\_\_\_\_

Project Description: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Size: \_\_\_\_\_  
Project Type: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Project Date: \_\_\_\_\_

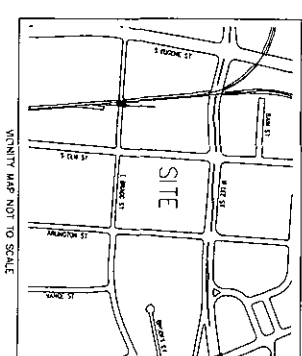
**PRELIMINARY**

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Size: \_\_\_\_\_  
Project Type: \_\_\_\_\_



Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Project Date: \_\_\_\_\_

THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS.



Special Purpose Plat for  
Brownsfield Agreement  
Survey Plat - EXHIBIT B to the Notice of  
Brownsfield Property

REDEVELOPMENT COMMISSION  
GREENSBORO, NORTH CAROLINA  
DATE: 10/15/2007  
P. O. Box 3136  
Greensboro, NC 27402-3136  
Contact:  
Dawn Allen  
336-373-2349

SOUTH PLAIN REDEVELOPMENT AREA  
BLOCK 2

- Parcel Number 0001146  
124 E. Lee St.
- Parcel Number 0001145  
114 E. Lee St.
- Parcel Number 0001147  
104 E. Lee St.
- Parcel Number 0001155  
508 Arlington St.
- Parcel Number 0001154  
727 S. Elm St.
- Parcel Number 0001148  
518 Arlington St.

Seal of the City of Greensboro, North Carolina. The seal features a plow and a sheaf of wheat, with the text 'The City of Greensboro, North Carolina' around it.



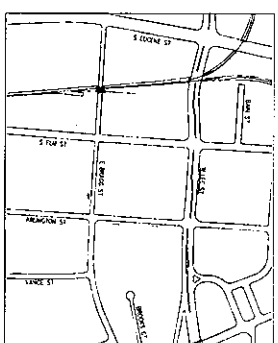
# EXHIBIT B: FULL-SIZE PLAT MAP FILED SEPARATELY

## EXHIBIT B

Lot No.	Area	Area	Area
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2	0.01	0.01	0.01
3	0.01	0.01	0.01
4	0.01	0.01	0.01
5	0.01	0.01	0.01
6	0.01	0.01	0.01
7	0.01	0.01	0.01
8	0.01	0.01	0.01
9	0.01	0.01	0.01
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99	0.01	0.01	0.01
100	0.01	0.01	0.01

Lot No.	Area	Area	Area
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2	0.01	0.01	0.01
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95	0.01	0.01	0.01
96	0.01	0.01	0.01
97	0.01	0.01	0.01
98	0.01	0.01	0.01
99	0.01	0.01	0.01
100	0.01	0.01	0.01

THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS.



Special Purpose Plat for  
Brownfields Agreement  
Brownfields Property

REDVELOPMENT COMMISSION  
OF GREENSBORO AS PROSPECTIVE  
DEVELOPER AND PROPERTY OWNER  
340 W. Washington Street  
P. O. Box 3136  
Greensboro NC 27402-3136  
Comber  
Dyan Akbar  
336-575-2349

SOUTH ELM RIDGE DEVELOPMENT AREA



**EXHIBIT C****DESCRIPTION OF BROWNFIELDS PROPERTY OWNED BY THE  
REDEVELOPMENT COMMISSION OF GREENSBORO****TRACT 1. DWIGGINS**

All that property generally known as 125 West Lee Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-1, more particularly described as follows:

Beginning at a new iron pipe in the southern margin of West Lee Street, said pipe being the northwestern corner of the Grantor as described in Book 4106, Page 681 in the Office of the Register of Deeds of Guilford County, N.C., said pipe also being in the eastern right-of-way line of the Norfolk and Southern Railroad {formerly the Atlantic and Yadkin Railroad}; thence, from said point of beginning, along the northern boundary of the herein described tract, also being the southern margin of West Lee Street, the following two (2) courses and distances: 1) South  $81^{\circ} 21' 18''$  East 30.00 feet to an existing PK nail; thence, 2) South  $88^{\circ} 00' 50''$  East 51.76 feet to a new PK nail, being the northeastern corner of the herein described tract, said PK nail also being the northwestern corner of Emanuel A.G. Agapion as described in Book 5437, Page 1050, Tract 1, Guilford County Public Registry; thence along the eastern line of the herein described tract, also being the western lines of Agapion and the Redevelopment Commission of Greensboro as described in Deed Book 6550, Page 2481, Guilford County Public Registry, South  $03^{\circ} 11' 10''$  West 101.92 feet to an existing iron pipe; thence, continuing along said eastern line of the herein described tract, also being the said western line of the Redevelopment Commission of Greensboro, South  $03^{\circ} 11' 10''$  West 0.26 feet to a new iron pipe in the northern line of Alex M. Worth, Jr. as described in Book 2912, Page 658, Guilford County Public registry, said new iron pipe being the southeastern corner of the herein described tract; thence along the southern line of the herein described tract, also being the northern line of Worth, North  $85^{\circ} 03' 28''$  West 67.61 feet to a bent rebar, said rebar being the southwestern corner of the herein described tract and the northwestern corner of Worth; thence, along the western line of the herein described tract, also being the eastern line of the said eastern right-of-way line of the Norfolk and Southern Railroad, North  $04^{\circ} 39' 20''$  West 102.84 feet to the point of beginning, containing an area of 7,507 square feet, or 0.172 acres, more or less.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps or gores by record or occupancy by reason of ownership of the above property.

The above-described property is further all that property described in a certain deed recorded in Book 6731, Page 1629 Guilford County Public Registry

**TRACT 2. AGAPION**

All that property generally known as 123 West Lee Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-14, more particularly described as follows:

Beginning at a new P-K nail on the southern margin of West Lee Street, said nail being the northwestern corner of Tract 1 of that property conveyed to the Grantor in Book 5437, Page 1050, in the Office of the Register of Deeds of Guilford County, N.C., said new P-K nail also

being the northeastern corner of that tract conveyed to the Redevelopment Commission of Greensboro by Christopher L. Dwiggins and wife Ondrea L. Dwiggins in Book 6731, Page 1629, Guilford County Public Registry; thence along the southern margin of West Lee Street, North  $87^{\circ} 52' 52''$  East 40.00 feet to a new iron pipe, the northeastern corner of the herein described tract, said new iron pipe also being the northwestern corner of Tract 2 of that property conveyed to the Grantor in Book 5437, Page 1050, Guilford County Public Registry (Tract 2 described below); thence, along the eastern line of the herein described tract, also being the western line of the said Tract 2, South  $02^{\circ} 53' 48''$  West 28.36 feet to a new iron pipe, the southeastern corner of the herein described tract, said new iron pipe also being the southwestern corner of the said Tract 2; thence, along the southern line of the herein described tract, also being a northern line of the Redevelopment Commission of Greensboro as described and recorded in Deed Book 6550, Page 2481, Guilford County Public Registry, North  $85^{\circ} 03' 28''$  West 40.00 feet to a new iron pipe, the southwestern corner of the herein described tract; thence along the western line of the herein described tract, also being the eastern line of the Dwiggins/Redevelopment Commission tract, North  $03^{\circ} 11' 10''$  East 23.43 feet to the point of beginning, containing an area of 1034 square feet, more or less, or 0.024 acres.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps or gores by record or occupancy by reason of ownership of the above property.

For further reference, see Drawing D-2867 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property described as Tract 1 in that certain deed recorded in Book 6746, Page 73, Guilford County Public Registry.

### **TRACT 3. AGAPION**

All that property generally known as 121 West Lee Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-13, more particularly described as follows:

Beginning at a new iron pipe on the pipe on the southern margin of West Lee Street, said pipe being the northwestern corner of Tract 2 of that property conveyed to the Grantor in Book 5437, Page 1050, in the Office of the Register of Deeds of Guilford County, N.C., said new iron pipe also being the northeastern corner of Tract 1 of that property conveyed to the Grantor in Book 5437, Page 1050, Guilford County Public Registry (Tract 1 described above); thence along the southern margin of West Lee Street, North  $87^{\circ} 52' 52''$  East 40.00 feet to a new P-K nail, the northeastern corner of the herein described tract, said nail also being a northwestern corner of that tract conveyed to the Redevelopment Commission of Greensboro by Dong K. Jeong and wife Young J. Jeong in Book 6550, Page 2481, Guilford County Public Registry; thence, along the eastern line of the herein described tract, also being a western line of the Jeong/Redevelopment Commission tract, South  $03^{\circ} 36' 22''$  West 33.27 feet to a new iron pipe, the southeastern corner of the herein described tract, said pipe also being a northwestern corner of the Jeong/Redevelopment Commission tract; thence, along the southern line of the herein described tract, also being a northern line of the Jeong/Redevelopment Commission tract, North  $85^{\circ} 03' 28''$  West 39.46 feet to a new iron pipe, the southwestern corner of the herein described tract, said pipe also being the southeastern corner of the said Tract 1; thence, along the western line of the herein described tract, also being the eastern line of the said Tract 1, North  $02^{\circ} 53'$

48" East 28.36 feet to the point of beginning, containing an area of 1221 square feet, more or less, or 0.028 acres.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

For further reference, see Drawing D-2867 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property described as Tract 2 in that certain deed recorded in Book 6746, Page 73, Guilford County Public Registry.

#### **TRACT 4. JEONG**

All that property generally known as 700 South Elm Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-3, more particularly described as follows:

BEGINNING at a cross marking the intersection of the southern right-of-way line of West Lee Street with the western right-of-way line of South Elm Street; thence from said beginning point and running with the western right-of-way line of South Elm Street, South  $03^{\circ} 13' 30''$  West 130.15 feet to an iron pipe; thence North  $85^{\circ} 26' 20''$  West 225.51 feet to a railroad iron; thence North  $02^{\circ} 49'$  East 78.75 feet to an iron pipe; thence South  $85^{\circ} 26' 20''$  East 79.46 feet to an iron pipe; thence North  $03^{\circ} 13' 30''$  East 33.27 feet to a cross in the southern right-of-way line of West Lee Street; thence with the southern right-of-way line of West Lee Street, North  $87^{\circ} 30'$  East 147.32 feet to the point and place of BEGINNING.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

The above described property is further all that property conveyed by that deed recorded in Book 6550, Page 2481, Guilford County Public Registry.

#### **TRACT 5. ELM CCM**

Being all of that property generally known as 702-714 South Elm Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-5, more particularly described as follows:

Beginning at an existing iron pipe in the western margin of South Elm Street, said pipe being the northeastern corner of the herein described tract, said pipe also being the southeastern corner of Redevelopment Commission of Greensboro as described and recorded in Book 6550, Page 2481, in the Office of the Register of Deeds of Guilford County, N.C.; thence, from said point of beginning, along said western margin of South Elm Street, South  $03^{\circ} 49' 35''$  West 104.54 feet to an existing PK nail, said nail marking the southeastern corner of the herein described tract and the northeastern corner of the Tract 2 described below; thence, along the southern line of said herein described tract, the northern line of Tract 2 described below, North  $85^{\circ} 07' 13''$  West 107.31 feet to an existing iron pipe marking the southwestern corner of said herein described tract and the northwestern corner of Tract 2 described below, said pipe being in the eastern



boundary of Alex M. Worth, Jr. as described and recorded in Book 2912, Page 658, in said Guilford County Registry; thence, along the western boundary of said herein described tract, also being the eastern boundary of said Worth, the following three (3) courses and distances: 1) North 05° 12' 30" East 13.73 feet to an existing iron pipe; thence, 2) North 85° 24' 04" West 11.98 feet to an existing iron pipe; thence, 3) North 03° 49' 26" East 90.97 feet to an existing iron pipe being the northwestern corner of said herein described tract and the northeastern corner of Worth, said pipe being in the southern line of said Redevelopment Commission of Greensboro; thence, along the northern line of said herein described tract, the southern line of said Redevelopment Commission of Greensboro, South 85° 04' 07" East 118.97 feet, to the point of beginning, containing an area of 12,279 square feet and being all of Tract 1 conveyed to Elm CCM Associations LLC in Book 5035, Page 1126 in said Guilford County Registry.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

The above described property is further all that property described as Tract 1 in that deed recorded in Book 6694, Page 534, Guilford County Public Registry.

#### **TRACT 6. ELM CCM**

Being all of that property generally known as 724 South Elm Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-6, more particularly described as follows:

Beginning at an existing PK nail in the western margin of South Elm Street, said nail being the northeastern corner of the herein described tract, said nail also being the southeastern corner of the above described Tract 1; thence, from said point of beginning along said western margin of South Elm Street, South 03° 46' 29" West 50.06 feet to an existing PK nail in the centerline of a 10 foot alleyway as described and recorded in Book 440, Page 250, in the Office of the Register of Deeds of Guilford County, N.C., said PK nail being in a northern line of Alex M. Worth, Jr., as described and recorded in Book 2912, Page 658, in said Guilford county Registry; thence, along the southern line of the herein described tract, said northern line of Worth and the centerline of said alleyway, North 86° 24' 14" West 107.51 feet to an existing PK nail marking the southwestern corner of said herein described tract and a corner of Worth; thence, along the western line of said herein described tract, also being an eastern line of Worth, North 04° 00' 58" East 52.46 feet to an existing iron pipe, said pipe being the northwestern corner of said herein described tract and the southwestern corner of the above described Tract 1; thence, along the northern line of said herein described tract, the southern line of said above described Tract 1, South 85° 07' 13" East 107.31 feet, to the point of beginning, containing an area of 5505 square feet and being all of Tract 2 conveyed to Elm CCM Associates LLC in Book 5035, Page 1126 in said Guilford County Registry.

Together with all right, title and interest of the grantor in said 10 foot alleyway as set out in that alley way agreement between Anderson Coal Company and J.F. Thompson and wife recorded in Book 440, Page 250 in said Guilford County Registry, the northern one-half of which is included in the above description.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

The above described property is further all that property described as Tract 2 in that deed recorded in Book 6694, Page 534, Guilford County Public Registry.

## **TRACT 7. WORTH**

Being all of that property generally known as 728 South Elm Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-4 and 730 South Elm Street, Greensboro, North Carolina, Guilford County Tax Map No. 8-3-7, all of said property more particularly described as follows:

Beginning at a new iron pipe in the eastern right-of-way lien of the Norfolk-Southern Railroad {formerly the Atlantic and Yadkin Railroad}, said new iron pipe being the southwestern corner of the Grantor as described in Book 2912, Page 658 in the Office of the Register of Deeds of Guilford County, N.C., said new iron pipe also being the northwestern corner of that tract conveyed to the Redevelopment Commission of Greensboro by Gateco Oil Company in Book 6735, Page 278, Guilford County Public Registry, thence, along the western line of the herein described tract, also being the eastern right-of-way of said Railroad according to said into the Grantor described above, North 04° 06' 25" West 190.67 feet to a bent rebar, the northwestern corner of the herein described tract, said rebar also being the southwestern corner of Christopher L. Dwiggins and wife Ondrea L. Dwiggins as described in Deed Book 4106, Page 681, Guilford County Public Registry (subsequently conveyed to the Redevelopment Commission of Greensboro in Book 6731, Page 1629, Guilford County Public Registry); thence, along a north line of the herein described tract, also being the southern lines of the said Dwiggins/Redevelopment Commission tract and that tract conveyed by Dong K. Jeong and wife Young J. Jeong to the Redevelopment Commission of Greensboro in Book 6550, Page 2481, Guilford County Public Registry, South 85° 03' 28" East 174.10 feet to an existing iron pipe, said pipe being the northwestern corner of tract 1 conveyed by Elm CCM Associates, LLC to the Redevelopment Commission of Greensboro in Deed Book 6694, Page 534, Guilford County Public Registry; thence, with the said Tract 1 the following three (3) courses and distances: 1) South 03° 49' 26" West 90.97 feet to an existing iron pipe; thence, 2) South 85° 24' 04" East 11.98 feet to an existing iron pipe; thence, 3) South 05° 12' 30" West 13.73 feet to an existing iron pipe marking the southwestern corner of the said Elm CCM/Redevelopment Commission of Greensboro tract, said pipe also being the northwestern corner of Tract 2 conveyed by Elm CCM Associates, LLC to the Redevelopment Commission of Greensboro in Deed Book 6694, Page 534, Guilford County Public Registry, thence with the said Tract 2 the following two (2) courses and distances: 1) South 04° 00' 58" West 52.46 feet to an existing PK Nail, said PK nail being the southwestern corner of the said Tract 2, said PK nail being in the centerline of an alley; thence, 2) along said centerline of said alley South 86° 24' 14" East 107.51 feet to an exiting PK nail marking the southeastern corner of said Tract 2; thence, South 86° 24' 14" East 4.99 feet to point in the western margin of South Elm Street; thence along the western margin of South Elm Street, also being an eastern line of the herein described tract, South 03° 21' 55" West 76.82 feet to a point, the southeastern corner of the herein described tract; thence, along the southern boundary of the herein described tract, North 87° 32' 43" West 5.10 feet to an existing iron pipe; thence continuing along the southern boundary of the herein described tract North 87° 32' 43" West 1.20 feet to a new iron pipe marking the north-easternmost corner of the Gateco Oil/Redevelopment Commission tract; thence, continuing along said southern boundary of the

herein described tract, also being the northern lines of the Gateco Oil/Redevelopment Commission tract, the remaining courses and distances: North 87° 32' 43" West 128.00 feet to a new iron pipe; thence, North 03° 17' 00" East Crossing an existing iron pipe at 3.38 feet, a total distance of 55.00 feet to an existing iron pipe; thence, North 87° 39' 04" West 137.62 feet to the point of beginning, containing an area of 40,830 square feet more or less, or 0.937 acres.

Together with:

- All the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps or gores by record or occupancy by reason of ownership of the above described property;
- All right, title and interest of the grantor in that 10 foot alleyway depicted in Plat Book 8, Page 11 and as set out in that alleyway agreement between Anderson Coal Company and J.F. Thompson and wife recorded in Book 440, Page 250, all in the Guilford County Public Registry, the southern one-half of which is included in the above description (see also that Alleyway Agreement recorded in Book 2912, Page 659, Guilford County Public Registry); and
- All right, title and interest of the grantor in that perpetual right and easement for six (6) parking spaces as set out in that Parking Easement recorded in Book 4963, Page 1376, Guilford County Public Registry

For further reference, see Drawing G-997 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property conveyed by that deed recorded in Book 6748, Page 2901, Guilford County Public Registry.

#### **TRACT 8. MARTIN/GATECO**

Being all of that property generally known as 734 South Elm Street, 738 South Elm Street, 116 West Bragg Street and 736 South Elm Street, Greensboro, North Carolina, having Guilford County Tax Map Nos. 8-3-8, 8-3-10, 8-3-11 and 8-3-12, all of said property more particularly described as follows:

Beginning at an existing iron pipe at the northwestern intersection of South Elm Street and West Bragg Street, said pipe being the southeastern corner of the Grantor as described in Book 6017, Page 468 (Tracts 1, 3, 4 and 5), in the Office of the Register of Deeds of Guilford County, N.C., said pipe being the southeastern corner of said Tract 3; thence, from said point of beginning, along said northern margin of West Bragg Street, the following two (2) courses and distances: North 86° 59' 11" West 128.08 feet to an existing iron pipe, said pipe being the southeastern corner of said Tract 1; thence, 2) North 86° 50' 41" West 111.91 feet to an iron bolt, said bolt being the southwestern corner of the herein described tract and the southwestern corner of the said Tract 1; thence along the western line of the herein described tract, also being the western line of the said Tract 1, North 04° 06' 25" West 199.75 feet to a new iron pipe, the same being the northwestern corner of the herein described tract and the northwestern corner of the said Tract 1, which iron pipe is also the southwestern corner of Alex M. Worth, Jr. as described in Book 2912, Page 658, Guilford County Public Registry; thence along the northern boundary of the herein described tract, the following three (3) courses and distances, all of which are common lines with the said Worth: 1) South 87° 39' 04" East 137.62 feet to an existing iron pipe, said pipe being the northeastern corner of the said Tract 1; thence, 2) South 03° 17' 00" West 55.00

feet to a new iron pipe, said pipe being the northwestern corner of the said Tract 5; thence, 3) South 87° 32' 43" East 128.00 feet to a new iron pipe in the western margin of South Elm Street, said pipe being the northeastern corner of the herein described tract and the northeastern corner of the said Tract 5; thence along the western margin of South Elm Street, also being the eastern line of the herein described tract as well as the said Tracts 5, 4 and 3, South 03° 14' 49" West 146.33 feet to the point of beginning, containing an area of 43,509 square feet, or .999 acres, more or less and being all of Tracts 1, 3, 4 and 5 conveyed to Gateco Oil Company in Book 6017, Page 468, Guilford County Public Registry (Tract 2 described in said Deed being the Norfolk - Southern Railroad Right-of-Way {formerly the Atlantic and Yadkin Railroad} adjoining the above-described property on the West).

Together with:

- All the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps or gores by record or occupancy by reason of ownership of the above described property;
- All right, title and interest of the grantor in that 10 foot alleyway depicted in Plat Book 8, Page 11 and as described in Book 556, Page 257, all in the Guilford County Public Registry (see also those Alleyway Agreements recorded in Book 440, Page 250 and Book 2912, Page 659, Guilford County Public Registry).

The above described property is further all that property conveyed by that deed recorded in Book 6735, Page 278, Guilford County Public Registry.

## **TRACT 9. GADDY**

All that property generally known as 124 East Lee Street, Greensboro, North Carolina, Guilford County Tax Map No. 17-1-3, being more particularly described as follows:

Beginning at a P-K nail in the western margin of Arlington Street, said PK nail being the southeastern corner of Grantor as described in Book 3120, Page 286, and Book 2944, Page 213 in the Office of the Register of Deeds of Guilford County, N.C., said new P-K nail also being a northeastern corner of the entire/combined tracts conveyed to C. Wayne McDonald Contractor, Inc. in Book 5167, Pages 941, 947, and 956, Guilford County Public Registry; thence from said point of beginning, along the southern line of the herein described tract, also being a northern line of said C. Wayne McDonald Contractor, Inc., North 85° 49' 36" West 150.00 feet to a point, the southwestern corner of the herein described tract; thence, along the western line of the herein described tract, also being an eastern line of the (combined) C. Wayne McDonald Contractor, Inc. tract North 03° 49' 55" East 72.96 feet to a new iron pipe in the southern margin of East Lee Street, the northwestern corner of the herein described tract and the northeastern corner of (combined) C. Wayne McDonald Contractor, Inc. tract; thence, along the northern line of the herein described tract, also being the southern margin of East Lee Street, South 85° 51' 36" East 135.07 feet to a new mark in pavement; thence, along the southwestern intersection of East Lee Street and Arlington Street, being a curve to the right having a radius of 15.00 feet, and an arc length of 23.48 feet with a chord bearing and distance of South 41° 01' 08" East 21.15 feet to a new mark in pavement; thence, along the eastern line of the herein described tract, also being the western margin of Arlington Street, South 03° 49' 20" West 58.13 feet to the point of beginning, containing an area of 10,902 square feet, more or less, or 0.250 acres.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

For further reference, see Drawing D-2866 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property conveyed by deed recorded in Book 6744, Page 1419, Guilford County Public Registry.

#### **TRACT 10. MACDONALD**

All that property generally known as 104 East Lee Street, Greensboro, North Carolina, Guilford County Tax Map No. 17-1-2, being more particularly described as follows:

Beginning at an existing iron pipe in the western margin of Arlington Street, said pipe being the southeastern corner of the entire/combined tracts conveyed to Grantor in. Book 5167, Pages 941, 947 and 956 in the Office of the Register of Deeds of Guilford County, N.C., also being the northeastern corner of C. Wayne McDonald Contractor, Inc, as described and recorded in Book 5267, Page 26, Guilford County Public Registry (Tract 2 described below); thence, from said point of beginning, along the southern boundary of the herein described tract, the following (three) 3 courses and distances: 1) along the northern line of Tract 2, North  $85^{\circ} 15' 16''$  West 165.31 feet to a new iron pipe, said new iron pipe being the northwestern corner of Tract 2; thence, 2) along the western line of Tract 2, South  $03^{\circ} 35' 51''$  West 64.44 feet to a new iron pipe, said new iron pipe being the northeastern corner of Leonard Williams and wife Carnella Williams as described recorded Book 5714, Page 2918 in Guilford County Public Registry; thence, 3) along the northern line of the said Williams tract, North  $86^{\circ} 06' 58''$  West 239.52 feet to a new iron pipe in the eastern margin of South Elm Street, said new iron pipe being the southwestern corner of the herein described tract, also being the northwestern corner of the said Williams tract; thence, along the western line of the herein described tract, also being the eastern margin of South Elm Street, North  $03^{\circ} 39' 36''$  East 263.64 feet to a new PK nail at the southeastern intersection of South Elm Street and East Lee Street; thence, along said southeastern intersection, a curve to the right having a radius of 15.00 feet, an arc length of 23.69 feet with a chord bearing and distance of North  $48^{\circ} 54' 00''$  East 21.30 feet to a new PK nail, thence, along the southern margin of East Lee Street (also being the northern boundary of the herein described tract), the following (two) 2 courses and distances: 1) South  $85^{\circ} 51' 36''$  East 84.87 feet to an existing iron pipe; thence, 2) South  $85^{\circ} 51' 36''$  East 155.49 feet to a new iron pipe, said new iron pipe being the northwestern corner of John A. Gaddy and wife Lydia Gaddy, as described and recorded in Book 3120, Page 286, and Deed Book 2944, Page 213 in said Guilford County Registry; thence, along the western line of the said Gaddy tract, South  $03^{\circ} 49' 55''$  West 72.96 feet to a point at the southwestern corner of the said Gaddy tract; thence, along the southern line of the said Gaddy tract, South  $85^{\circ} 49' 36''$  East 150.00 feet to a new PK nail at the southeastern corner of the said Gaddy tract, said new PK nail also being in the western margin of Arlington Street; thence, along the western margin of Arlington Street (and being the eastern line of the herein described tract), the following two (2) courses and distances: 1) South  $03^{\circ} 49' 20''$  West 71.93 feet to an existing iron pipe; thence, 2) South  $03^{\circ} 55' 30''$  West 70.02 feet to the point of beginning, containing an area of 91,104 square feet, more or less, or 2.091 acres and being all of those tracts conveyed to C. Wayne McDonald Contractor, Inc. in Book 5167, Pages 941, 947 and 956, Guilford County Public Registry.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps, or gores by record or occupancy by reason of ownership of the above property.

For further reference, see Drawing D-2866 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property described as Tract 1 in that deed recorded in Book 6747, Page 94, Guilford County Public Registry.

### **TRACT 11: MACDONALD**

All that property generally known as 508 Arlington Street, Greensboro, North Carolina, Guilford County Tax Map No. 17-1-6, being more particularly described as follows:

Beginning at an existing iron pipe in the western margin of Arlington Street, said pipe being the northeastern corner of Grantor as described and recorded in Book 5267, Page 26 in the Office of the Register of Deeds of Guilford County, N.C., said pipe also being a southeastern corner of the entire/combined tracts conveyed to C. Wayne McDonald Contractor, Inc. in Book 5167, Pages 941, 947 and 956, Guilford County Public Registry (Tract 1 described above); thence, from said point of beginning, along the western margin of Arlington Street (and being the eastern line of the herein described tract), South  $03^{\circ} 47' 10''$  West 122.00 feet to a new iron pipe, the southeastern corner of the herein described tract, also being the northeastern corner of Stanley David Gray and wife Rosemary N. Gray as described and recorded in Book 4777, Page 1886, Guilford County Public Registry; thence along the southern line of the herein described tract, the northern property line of the said Gray tract, North  $85^{\circ} 15' 07''$  West 164.91 feet to an existing iron pipe at the southwestern corner of the herein described tract, said pipe also being the northwestern corner of the said Gray tract and being in the eastern property line of Leonard Williams and wife Carnella Williams as described and recorded in Book 5714, Page 2918, Guilford County Public Registry; thence, along the eastern line of the said Williams tract, North  $03^{\circ} 35' 51''$  East 57.56 feet to a new iron pipe marking the northeastern corner of the said Williams tract and a southeastern corner of Tract 1; thence, the following two (2) courses and distances with Tract 1: 1) North  $03^{\circ} 35' 51''$  East 64.44 feet to a new iron pipe marking the northwestern corner of the herein described tract; thence, 2) along the northern line of the herein described tract South  $85^{\circ} 15' 16''$  East 165.31 feet to the point of beginning, containing an area of 20,140 square feet, more or less, or 0.462 acres and being the same property as that conveyed to C. Wayne McDonald Contractor, Inc. in Book 5267, Page 26, Guilford County Public Registry.

Together with all the right, title and interest of the Grantor in and to any streets, roads, alleys, sidewalks and overlaps or gaps or gores by record or occupancy by reason of ownership of the above property.

For further reference, see Drawing G-999 on file with the City of Greensboro's Engineering and Inspections Department, Records Section.

The above described property is further all that property described as Tract 2 in that deed recorded in Book 6747, Page 94, Guilford County Public Registry.

### **TRACT 12. SIERRA (GRAY)**

All that property generally known as 725 South Elm Street, Greensboro, Guilford County, North Carolina, Guilford County Parcel #0001155, more particularly described as follows:

BEGINNING at Nathan Spencer's southwest corner, and running thence  $2\frac{1}{4}$  deg. North of east along said Spencer's line about 236 feet to said Smith's line; thence South  $2\frac{1}{2}$  deg. West along Smith's line 60 feet; thence  $2\frac{1}{4}$  deg. South of west about 236 feet to South Elm Street; thence North along South Elm Street 60 feet to the BEGINNING, and being the identical property conveyed to Joseph Gibson Neese by S.J. McCauley and wife, Mattie Elizabeth McCauley, by deed dated March 19, 1900, and recorded in Book 122, at Page 157, of the Guilford County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6755, Page 2281, Guilford County Public Registry.

### **TRACT 13. GRAY**

All that property generally known as 727 South Elm Street, Greensboro, Guilford County, North Carolina, Guilford County Parcel #0001154, more particularly described as follows:

Beginning at Neese's southwest corner on the east side of South Elm Street; thence South 50 feet to a stake; thence East parallel with Bragg Street to Isley's line about 255 feet; thence North about 50 feet to Neese's line; thence West with Neese's line about 250 feet to the beginning, being that lot conveyed to D. Stadiem by Charles D. Benbow and wife, Lizzie C. Benbow, as per deed recorded in the Office of the Register of Deeds of Guilford County in Book 156, at Page 21.

For back reference see Deed Book 1575, Page 163, Guilford County Registry.

### **TRACT 14. PORTION OF HARRIS AND COE**

#### **DESCRIPTION OF PROPERTY RETAINED BY THE REDEVELOPMENT COMMISSION OF GREENSBORO**

All that property being a portion of the properties generally known as the 741 R-1 South Elm Street and 113 East Bragg Street both Greensboro North Carolina more particularly described as follows:

Beginning at an existing iron pipe in the eastern right-of-way line of South Elm Street and further being the Northwest corner of that property conveyed to the Redevelopment Commission of Greensboro by Deed recorded in Book 6718, Page 926, Guilford County Public Registry;

thence with the northern boundary of said property conveyed to the Redevelopment Commission of Greensboro South  $86^{\circ} 26' 55''$  East 141.69 feet to the northeast corner of said property conveyed to the Redevelopment Commission of Greensboro and further being the northwest corner of property conveyed to Redevelopment Commission of Greensboro by Deed recorded in Book 6810, Page 1225, Guilford County Public Registry; thence along the northern boundary of the property now or formerly owned by the Redevelopment Commission of Greensboro described in Deed recorded Book 6810, Page 1225, South  $86^{\circ} 26' 55''$  East 94.99 feet to a new iron rod; thence South  $5^{\circ} 2' 9''$  West 1.04 feet; thence South  $4^{\circ} 1' 48''$  West 6.09 feet; thence North  $86^{\circ} 35' 41''$  West 94.93 feet; thence North  $86^{\circ} 35' 41''$  West 141.65 feet to a new iron rod in the eastern right-of-way line of South Elm Street; thence North  $3^{\circ} 24' 47''$  East 8.09 feet to an existing iron pipe, the point and place of beginning and being in accordance with the survey dated August 4, 2013, by Eric Paul Morgan, PLS.