

WAKE COUNTY, NC 195
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 02/12/2014 AT 12:42:34

BOOK:015579 PAGE:00894 - 00928

Prepared by & Return to:
 Stanford Baird, Esq., 412 Gates Ln P, Vault Box #123
 Property Owner: M/I Homes of Raleigh, LLC
 Recorded in Book 15579, Page 894
 Associated plat recorded in Plat Book 2014, Page 188

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 12th day of February, 2014 by M/I Homes of Raleigh, LLC (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 comprises approximately 10 acres and is located at 2302 Noble Road in Raleigh, Wake County. The Brownfields Property was first developed in approximately 1950 and was owned and operated by the Wake County Board of Education as a bus parking, fueling and maintenance facility until approximately 2011. Groundwater contamination known to exist at the Brownfields Property is thought to have resulted from operations conducted at the site during its past use. Prospective Developer purchased the Brownfields Property on April 8, 2013 and intends to

redevelop the site for (1) townhouse development, (2) multi-family dwelling development, and (3) residential development sales office and model homes.

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.

The plat component of this Notice is recorded at the plat book and page number shown at the top of this documentary component of the Notice. Exhibit B to this Notice is a reduction, to 8 1/2 x 11-inches, of said plat. 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

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 Brownfields Property other than for (1) townhouse development, (2) multi-family dwelling development, and (3) residential development sales office and model homes. For purposes of this restriction, the following definitions apply:

a. “Townhouse development” refers to residential use for single-family attached dwelling units, including accessory structures and uses, and recreational use related to such residential use.

b. “Multi-family dwelling development” refers to residential use for dwelling units where any separate lot contains two (2) or more dwellings units, including but not limited

to apartments, condominiums, duplexes, or cooperatives, and including accessory structures and uses, and recreational use related to such residential use.

c. "Residential development sales office and model homes" refers to office use and model home use associated with the construction, sale or leasing of dwelling units at or on the Brownfields Property.

2. Physical redevelopment of the Brownfields Property may not occur other than in accordance, as determined by DENR, with an Environmental Management Plan 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 redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports listed in paragraph 5 of Exhibit A hereto;

b. issues related to potential sources of contamination referenced in Exhibit 2;
and

c. 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 Exhibit A hereto for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the completion of redevelopment activities), the then-owner of the Brownfields 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:

a. actions taken in accordance with the plan required by land use restriction 2, above;

b. soil grading and cut and fill actions;

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

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

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

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

5. No building may be constructed on the Brownfields Property unless and until DENR determines in writing that:

a. an assessment of the risk posed by soil gas to potential users of the building that demonstrates to DENR's written satisfaction that no vapor barrier, sub-slab venting nor mitigation system is required; or

b. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.

6. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those appearing in Exhibit 2 of Exhibit A hereto, 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 and except as related to use and storage of fuel associated with vehicles on the Brownfields Property.

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

8. Neither DENR, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

9. During January of each year after the year in which this Notice is recorded, the Property Association as a person authorized to enforce land use restrictions under N.C.G.S. §130A-310.35(f) as described in paragraph 15 of Exhibit A hereto shall submit a notarized LURU on behalf of all owners of any part of the Brownfields Property as of January 1st of that year to DENR and to the chief public health and environmental officials of Wake County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Wake County Register of Deeds office and that the land use restrictions are being complied with, and stating:

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

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

c. description of any known violations or enforcement actions taken or planned in order to correct violations consistent with paragraph 15 of Exhibit A hereto;

- d. the balance of the cash reserve maintained by the Property Association to undertake enforcement remedies in accordance with paragraph 15 of Exhibit A hereto; and
- e. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 5 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 .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 7th day of February, 2014.

M/I Homes of Raleigh, LLC

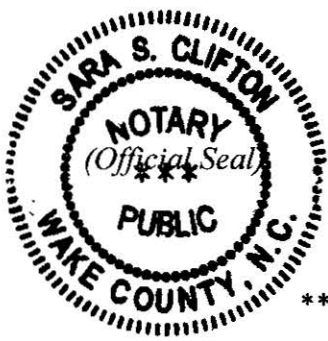
By: 
 Edward F. Kristensen
 Area President

NORTH CAROLINA
Wake 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: Edward F. Kristensen

Date: 2/7/2014

Sara S. Clifton
Official Signature of Notary



Sara S. Clifton
Notary's printed or typed name, Notary Public
My commission expires: 1/10/2015

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: [Signature]
Linda M. Culpepper
Deputy Director, Division of Waste Management

February 7, 2014
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 Wake County

By: [Signature]
Name typed or printed: Nataly M Siordia Date 2/12/14
Deputy/Assistant Register of Deeds

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: **M/I Homes of Raleigh, LLC**

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Grove at Fallon Park
OF 1997, N.C.G.S. § 130A-310.30, et seq.)	2302 Noble Road
Brownfields Project # 16044-12-092)	Raleigh, Wake County

I. INTRODUCTION

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

M/I Homes of Raleigh, LLC is a Delaware limited liability company with principal offices at 1511 Sunday Drive in Raleigh, North Carolina. M/I Homes of Raleigh, LLC is wholly-owned by M/I Homes, Inc., a land development and national home building company. The development site is an approximately 10-acre land parcel located at 2302 Noble Road in Raleigh, North Carolina, which land parcel served for decades as a bus parking, fueling and maintenance facility and administrative offices for the Wake County Board of Education and Wake County Public School System. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1. M/I Homes plans to redevelop the property for (1) townhouse development, (2) multi-family dwelling development, and (3) residential development sales office and model homes.

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 M/I Homes for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit M/I Homes 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 M/I Homes of Raleigh, LLC.

III. STATEMENT OF FACTS

3. The Property comprises approximately 10.0 acres. The Property currently has Wake County Parcel Identification Number 1705912122 and has an R-10 zoning classification.

Prospective Developer has committed itself to redevelopment of the Property for no uses other than (1) townhouse development, (2) multi-family dwelling development, and (3) residential development sales office and model homes.

4. The Property is bordered to the north, south and east by single and multi-family

residential development and to the west by Noble Road.

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

Commissioned Reports		
Title	Prepared by	Date of Report
Phase I Environmental Site Assessment, WCPSS - Noble Road	Withers & Ravenel, Inc.	April 16, 2012
Phase II Environmental Site Assessment, WCPSS - Noble Road	Withers & Ravenel, Inc.	May 25, 2012
Phase II Environmental Site Assessment – Third Phase Investigation	Withers & Ravenel, Inc.	October 8, 2012
Phase II Environmental Site Assessment – Limited Phase II Environmental Site Assessment Noble Road Property	Withers & Ravenel, Inc.	March 6, 2013
Obtained Reports		
Report of Environmental Services and Closure of Twelve USTs	Law Engineering, Inc.	July 12, 1992
Report of Environmental Services	Law Engineering, Inc.	October 28, 1992
Monitoring Well Sampling and Laboratory Analysis	Law Engineering, Inc.	August 29, 1994
Disposal Manifests	Noble Oil Services	July 22, 1994
Comprehensive Site Assessment Report	Law Engineering, Inc.	February 8, 1995
Corrective Action Plan	Law Engineering, Inc.	May 1, 1995
Excavation and Remediation of Contaminated Soils	Law Engineering, Inc.	January 17, 1996
Receptor Survey Report	Mid-Atlantic Associates, PA	June 1, 2001
Soil and Groundwater Sampling Report	Mid-Atlantic Associates, PA	March 13, 2001
Soil Sampling and Chemical Testing Results	Mid-Atlantic Associates, PA	Nov. 8, 2001
Soil Assessment Report	Mid-Atlantic Associates, PA	Feb. 20, 2002

Soil Cleanup with Site Closure Request	Mid-Atlantic Associates, PA	August 27, 2002
Notice of No Further Action	NCDENR UST Section	Sept. 15 , 2002
Groundwater Quality	Mid-Atlantic Associates, PA	January 20, 2003
Groundwater Assessment Report	Mid-Atlantic Associates, PA	July 18, 2012
Initial Abatement Action Report	Mid-Atlantic Associates, PA	Nov. 20, 2012
Initial Assessment Report	Mid-Atlantic Associates, PA	Dec. 5, 2012
Soil Assessment Report – South Side Former Bus Maintenance [sic] Facility	Mid-Atlantic Associates, PA	Dec. 5, 2012
NCDENR Notice of No Further Action – Incident Number 39253	NCDENR UST Section	Dec. 5, 2012
Soil Assessment Report – Boring B-8 Area – Former Bus Maintenance Facility	Mid-Atlantic Associates, PA	Jan. 30, 2013
Phase I Limited Site Assessment Report Hydraulic Lift #2	Mid-Atlantic Associates, PA	February 6, 2013
NCDENR Notice of No Further Action – Incident Number 92318	NCDENR UST Section	February 4, 2013

6. For purposes of this Agreement, DENR and Prospective Developer rely on the information in the Environmental Reports as to use and ownership of the Property indicating that:

a. The Property was owned by the Wake County Board of Education and was used as a bus parking, fueling and maintenance facility since it was developed around approximately 1950.

b. Prior to that time, the land was undeveloped and wooded. M/I Homes acquired the property from the Wake County Board of Education on April 8, 2013 by deed recorded at Book 15219, Page 1726 of the Wake County Public Registry.

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

a. Releases occurred from underground storage tanks (USTs) at the Property. In

1992, twelve USTs were removed and over the next ten years a series of site assessments and response actions were conducted to address the UST releases. Subsequently, a *Notice of No Further Action* for the UST releases was issued by DENR in September 2002.

b. In addition to releases attributable to the USTs, during the course of assessing and responding to the UST releases, chlorinated solvents were measured in groundwater above 15A NCAC 2L.0202 Groundwater Quality Standards in the northwest corner of the Property. Apparently, no further assessment or response actions were undertaken associated with the chlorinated solvents at the Property between 2002 and 2012.

c. In 2012 and 2013, a series of site assessments, commissioned by Prospective Developer and a previous prospective purchaser, were conducted as part of their due diligence to further evaluate the environmental conditions at the Property. The assessment work indicated that there was a limited area of soil, soil gas and groundwater contamination, including contamination by chlorinated solvents, remaining in an approximately one-acre area in the northwest corner of the Property. In July 2013, Prospective Developer began remediation activities resulting in the removal and offsite disposal of certain contaminated soil that had been identified in the general vicinity of the northwest corner of the Property pursuant to a work plan approved by DENR.

d. In 2012 and 2013, the Wake County Public School System decommissioned hydraulic lift systems located in a maintenance garage at the Property. Relatively minor releases of hydraulic fluids had occurred from two of the lift systems. This was reported to DENR and DENR assigned Incident Nos. 39253 and 92318, respectively. These releases were assessed and remediated, and on December 5, 2012 and February 4, 2013, DENR issued a *Notice of No Further Action* for each of the two incidents.

e. Data tables reflecting the concentrations of and other information regarding the Property's contaminants, which exist or existed above unrestricted use standards, appear in Exhibit 2 to this Agreement.

8. 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 February 12, 2013 and the following:

a. On January 18, 2013, Prospective Developer contracted to purchase the Property.

b. On April 8, 2013, Prospective Developer acquired the property by deed recorded at Book 15219, Page 1726 of the Wake County Public Registry.

c. In July 2013, Prospective Developer began preliminary grading operations at the Property and conducted excavation activities and began the removal of certain impacted soil in the general vicinity of the northwest portion of the Property pursuant to a work plan approved by DENR.

9. 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 of the Brownfields Program.

10. 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

11. 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 and investment through improved neighborhood appearance;

- c. the creation of approximately 75 construction-related jobs;
- d. an increase in tax revenue for affected jurisdictions;
- e. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”);
- f. increased revenue for retail and other businesses in the surrounding neighborhood; and
- g. revitalization and elimination of blighted areas.

V. WORK TO BE PERFORMED

12. Based on the information in the Environmental Reports, and subject to (a) the imposition of and compliance with the land use restrictions set forth below; (b) implementation of an Environmental Management Plan (including any required remediation pursuant thereto), as set forth below; and (c) the provisions of 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.

13. [Reserved]

14. [Reserved]

15. a. Prior to the occupation of any dwelling to be constructed on the Property, the Prospective Developer shall cause the Property to be subject to a declaration of covenants, conditions, and restrictions, or a functionally equivalent instrument recorded or to be recorded in the Wake County Public Registry (the “Declaration”), and shall also establish a homeowners association, a lot owners association, or similar entity associated with the Property (“Property Association”).

b. The Declaration shall provide that all owners of all or part of the Property shall

strictly comply with the terms and conditions of this Agreement and the Notice of Brownfields Property referenced below in paragraph 21.

c. For the purposes of N.C.G.S. §130A-310.35(f), which authorizes various persons to enforce land use restrictions, the Declaration shall provide that the Property Association is such a person so authorized by the Act to administer and enforce the land use restrictions as an owner of land and as a person eligible for liability protection pursuant to the Act. Further, the Declaration shall provide that the Property Association has the authority to administer and enforce the land use restrictions on behalf of all lot owners and members of the Property Association.

d. The Declaration shall give the Property Association the authority, to the extent permissible under North Carolina law, to treat any violation of the terms and conditions of this Agreement or of the Notice of Brownfields Property by any owner of any part of the Property as a violation of the Declaration and to undertake any and all enforcement remedies provided in the Declaration for such a violation. The Declaration shall provide that, in the event of a violation of this Agreement or the Notice of Brownfields Property by any owner of any part of the Property, the Property Association will undertake reasonable enforcement actions to correct said violations. Furthermore, the Declaration shall specifically provide that failure by any owner of any part of the Property to remedy or correct such violations of this Agreement and the Notice of Brownfields Property after any applicable notice and cure periods to the reasonable satisfaction of DENR could result in that owner's loss of liability protection afforded by this Agreement and the Act.

e. The Declaration shall provide that the Property Association will notify DENR of violations of this Agreement or the Notice of Brownfields Property by any owner of any part

of the Property and any associated enforcement actions taken or planned within thirty (30) days of such violation becoming known to the Board of Directors of the Property Association.

f. The Declaration shall provide that the Property Association maintain a cash reserve separate and distinct from other funds and reserves of the Property Association, to ensure the availability of funds to undertake such enforcement actions. The cash reserve shall be not less than Ten Thousand Dollars (\$10,000.00), and such reserve shall be increased by Two Hundred Fifty Dollars (\$250.00) each year after the year in which this Agreement becomes effective unless DENR determines, in writing, that such increase is not necessary to ensure the availability of funds to undertake such enforcement actions.

g. The portions of the Declaration, and the portions of the bylaws of the Property Association, pertaining to the subject matter of this paragraph 15 shall be prepared in consultation with DENR and then provided to DENR for review and comment as to the subject matter of this paragraph 15, which shall not be unreasonably withheld, conditioned, or delayed.

h. The Declaration shall further provide that the Property Association will be responsible for submission of copies of deeds and other instruments of conveyance to the persons listed in Section XV (Notices and Submissions) of this Agreement in accordance with paragraph 22 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, instead of remediation to unrestricted use standards. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for (1) townhouse

development, (2) multi-family dwelling development, and (3) residential development sales office and model homes. For purposes of this restriction, the following definitions apply:

i. "Townhouse development" refers to residential use for single-family attached dwelling units, including accessory structures and uses, and recreational use related to such residential use.

ii. "Multi-family dwelling development" refers to residential use for dwelling units where any separate lot contains two (2) or more dwellings units, including but not limited to apartments, condominiums, duplexes, or cooperatives, and including accessory structures and uses, and recreational use related to such residential use.

iii. "Residential development sales office and model homes" refers to office use and model home use associated with the construction, sale or leasing of dwelling units at or on the Property.

b. Physical redevelopment of the Property may not occur other than in accordance, as determined by DENR, with an Environmental Management Plan 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 redevelopment activities at the Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Property during construction or redevelopment in any other form, including without limitation:

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

ii. issues related to potential sources of contamination referenced in Exhibit 2; 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 (except that the final deadline shall fall 90 days after the completion of redevelopment activities), 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 employed for field screening, sampling and laboratory analysis of environmental media;

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

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

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

e. No building may be constructed on the Property unless and until DENR determines in writing that:

i. an assessment of the risk posed by soil gas to potential users of the building that demonstrates to DENR's written satisfaction that no vapor barrier, sub-slab venting nor mitigation system is required; or

ii. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.

f. None of the contaminants known to be present in the environmental media at the Property, including those appearing in Exhibit 2 to this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities and except as related to use and storage of fuel associated with vehicles on the Property.

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

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 Property Association as a person authorized to enforce land use restrictions under N.C.G.S. §130A-310.35(f) as described in paragraph 15 shall submit a notarized LURU on behalf of all owners of any part of the Property as of January 1st of that year to DENR and to the chief public health and environmental officials of Wake County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wake County Register of Deeds office and that the land use restrictions are being complied with, and stating:

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

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

iii. description of any known violations or enforcement actions taken or planned in order to correct violations consistent with paragraph 15, above;

iv. the balance of the cash reserve maintained by the Property Association to undertake enforcement remedies in accordance with paragraph 15, above; and

v. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 16.e. 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. Any such modifications to land use restrictions and/or remediation would be the responsibility of the then owner(s) of the Property, would be subject to DENR's advance review and written approval, and may, prior to becoming effective, be subject to a thirty (30) day period of public comment in accordance with N.C.G.S. § 130A-310.34.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

20. In addition to providing access to the Property pursuant to subparagraph 16.h. above, while the Prospective Developer owns the Property, 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 Wake 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 Wake County land records, Book 15579 Page 894." 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 and while the Prospective Developer owns the Property, 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. Notwithstanding anything in this Agreement, the obligations of the Prospective Developer pursuant to this paragraph 24 apply and are effective only during such time as Prospective Developer owns the Property.

VIII. CERTIFICATION

25. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than those uses committed to in the Brownfields Property Application dated February 13, 2013 by which it applied for this

Agreement and as specified above in paragraph 16.a. 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. For the purpose of clarification, the statutory limitations on the liability protections provided herein as set forth in subparagraphs 26.e, 26.f., and 26.g., apply and are effective with respect to Prospective Developer only during such time as Prospective Developer owns the Property.

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 of its business and operating records, contracts, site studies and investigations, and documents relating to its 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:

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

b. for Prospective Developer:

Jeremy Medlin, VP Land Development
M/I Homes of Raleigh, LLC
1511 Sunday Drive
Raleigh, NC 27607

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.

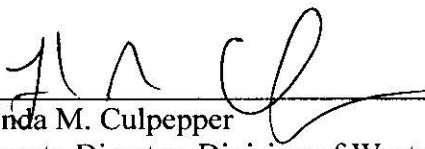
XIX. PUBLIC COMMENT

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:



Linda M. Culpepper
Deputy Director, Division of Waste Management

February 7, 2014

Date

IT IS SO AGREED:
M/I Homes of Raleigh, LLC
By:



Edward F. Kristensen
Area President

February 7, 2014

Date

Exhibit 2

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

Sample Location	Groundwater Contaminant	Maximum Concentration Above Standard ($\mu\text{g/l}$)	Standard ¹ (for reference only) ($\mu\text{g/l}$)
TW-1	Tetrachloroethene	2.8	0.7
TW-3	Tetrachloroethene	12	0.7
MW-3	Tetrachloroethene	4.25	0.7

1. Drinking water standards that would be applicable at the property if the land use was not restricted.

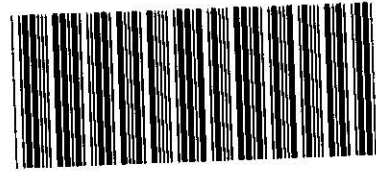
Soil Vapor Contaminants (in micrograms per cubic meter), the screening values for which are derived from the Division of Waste Management Residential Vapor Intrusion Screening Table (January 2014 version).

Sample Location	Soil Gas Contaminant	Maximum Concentration Above Screening Level ($\mu\text{g/m}^3$)	DWM Residential Soil Gas Screening Level ($\mu\text{g/m}^3$)
SV-1-NS	Tetrachloroethene	3500	278
	Trichloroethene	86	13.9
	1,2,4-Trimethylbenzene	120	48.7
SV-2-NS	Tetrachloroethene	5200	278
	Trichloroethene	800	13.9
	1,2,4-Trimethylbenzene	640	48.7
	m&p-Xylene	740	20.9
SV-3-NS	Tetrachloroethene	380	278
	1,2,4-Trimethylbenzene	160	13.9
SV-2-SS	1,2,4-Trimethylbenzene	120	278
WRSV-1	Tetrachloroethene	380	278
	1,2,4-Trimethylbenzene	59	48.7

EXHIBIT C - LEGAL DESCRIPTION

BEING all that certain tract or parcel of land located in the City of Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a stake in the eastern line of the right-of-way of Noble Road, said stake being 236 feet in a Northeasterly direction from the point where Noble Road intersects the right-of way of Peebles Street, said stake also marking the Northernmost corner of Lot 126 according to a plat entitled Hi-Mount Extension prepared by B. L. Brantley, Engineer, recorded in Book of Maps 1947, Page 74, Wake County; runs thence South 85° 50' West 40.74 feet to a point in the center of the right-of-way of Noble Road; runs thence with the center line of the right-of way line of Noble Road the following courses and distances: North 37° 54' East 61.19 feet; North 29° 04' East 144.15 feet; North 26° 31' East 64.61 feet; North 26° 18' East 124.11 feet; North 22° 50' East 70.20 feet; North 19° 10' East 70.60 feet; North 18° 46' East 98.36 feet; North 22° 13' East 50.00 feet; North 29° 35' East 50.00 feet; North 37° 23' East 50.00 Feet; North 46° 33' East 71.10 feet; North 51° 11' East 75.22 feet; runs thence South 74° 23' East 34.81 feet to an existing iron pipe in the eastern line of the right-of-way of Noble Road; runs thence South 74° 23' East 381.40 feet along a common boundary with property now or formerly owned by C. R. Goodwin to an iron pipe; runs thence South 07° 13' West 590.28 feet along a common boundary with property now or formerly owned by Northside Apartments to an iron pipe; runs thence South 86° 00' West 147.07 feet to an existing iron pipe; runs thence South 04° 00' East 39.20 feet to an existing iron pipe, the northeast corner of Lot 116, Block I, according to above referenced recorded plat; runs thence South 85° 50' West 601.03, feet along the northern line of Lots 116, 117, 118, 119, 120, 121, 122, 123, 124 and 125 according to the above-referenced recorded plat, to the point and place of BEGINNING; and being all of that certain parcel of land containing 10.01 acres, as shown on a map entitled "Property of Wake County Schools, Raleigh, NC, Boundary Survey" prepared by Lovett and Bunn, Inc., dated March 22, 1973, and being the property conveyed by Wake County Board of Education to M/I Homes of Raleigh, LLC by Deed recorded in Book 15219, Page 1726, Wake County Registry.



BOOK:015579 PAGE:00894 - 00928



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Laura M. Riddick
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

____ # of Time Stamps Needed

This Document

____ 35 # of Pages I