



**REQUEST FOR PROPOSALS FOR
+/-4.84-ACRE LAND LEASE AT
8515 TODD ROAD
CHARLOTTE, NC 28214**

Date: March 15, 2021

Wilkinson Boulevard 4.84-Acre Land Lease RFP

Subject: Request for proposals regarding the following property:

Tax identification number 05537124

This letter extends an invitation for the submission of proposals regarding the Charlotte Douglas International Airport property indicated above. Responses to this RFP will be received via email addressed to economicaffairs@cltairport.com until **3:00 PM on Wednesday, June 30, 2021**.

CLT seeks a private developer to bring to market a quick service dining facility. Due to CLT's relationship with the federal government, this property and development has been assessed for potential environmental impacts. We have included a proposed site plan in this RFP which was reviewed as part of the environmental assessment for this property. Proposer can use the site plan as proposed, or they can submit one of their own rendering. Please note, proposed developments that differ from the attached site plan may have greater environmental impacts which will result in delays in the execution of a contract if additional environmental review is required.

A non-mandatory pre-proposal conference to review the RFP and answer questions regarding the project, will be held on **Wednesday, April 28, 2021 at 3PM**, via Webex. You are encouraged to attend and to have a copy of the RFP accessible at that time. To receive the Webex instructions, please email Olivia Clark (economicaffairs@cltairport.com).

Any changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be posted on the Internet and may be accessed at <https://www.cltairport.com/community/commercial-development>.

Questions should be directed to Olivia Clark at economicaffairs@cltairport.com. Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Sincerely,

Stuart Hair
Director of Economic & Community Affairs

SECTION 1

A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina, is seeking Proposals to enter into a ground lease with qualified, experienced companies (individually or collectively, the "Proposer") for the development, construction and operation of a Quick Service Dining Facility (the "Services"). Details of the requested Services are attached hereto as Exhibit A. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this RFP process.

Section 2: The forms that a Proposer is required to complete and return as its Proposal (called the "Proposal Forms")

Section 3: Scope of Work (**Exhibit A**), sample contract (**Exhibit B**), proposed site plan (**Exhibit C**), Development Height Assessment (**Exhibit D**), and Environmental Assessment Finding of No Significant Impact (**Exhibit E**).

The Services will be governed by a contract, a sample of which is attached hereto as Exhibit B (the "Agreement"). Proposers are advised to carefully read and review the form Agreement as they prepare their Proposals to this RFP. CLT reserves the right to revise the terms of the form Agreement at any time during the RFP process and to negotiate different terms with the selected Proposer ("Company").

Proposers are encouraged to also carefully review all sections of this RFP including all attachments and exhibits as they prepare their Proposals. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
3/15/2021	Issue RFP
4/21/2021	Deadline for Submission of Written Questions prior to Pre-Proposal Conference
4/28/2021	Non-mandatory pre-proposal conference at 3:00pm EST
5/26/2021	Deadline for final written questions
6/2/2021	Answers to written questions posted as an addendum on the RFP webpage
6/30/2021	Proposals are due at 3:00pm EST
7/09/2021	Awardee notified; begin due diligence

9/27/2021	City Council approves Contract (tentative)
10/1/2021	Estimated start date of lease agreement

CLT reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described in Section 1.C.3 below.

C. INSTRUCTIONS TO PROPOSERS

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP will be Olivia Clark ("RFP Project Manager") who may be reached by email at economicaffairs@cltairport.com. Submissions of questions, correspondence or requests for clarifications regarding the Services to persons other than the RFP Project Manager will not receive a response and may result in the disqualification of the Proposer.

2. Non-Mandatory Pre-Proposal Conference

A Pre-Proposal Conference will be conducted on the date and at the time stated in the RFP Schedule above via Webex. If planning to attend the conference, please email the following information to the RFP Project Manager at the address listed above including any special accommodation(s) required. You will receive instructions on how to join the Webex meeting via email.

Company Representative Name	Title	Phone Number	Email Address

3. Questions and Addenda

The Airport is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an unfair competitive advantage. To this end, from the date of this RFP until the time of the Proposal opening, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer with the exception of questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addendum and posted to the CLT website at: <https://www.cltairport.com/community/commercial-development>.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on Section 2.C. The Airport may not consider any Proposal that fails to acknowledge receipt of each issued addendum.

4. RFP Acknowledgement

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a Proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

5. Proposal Format

CLT desires all Proposals to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals must be structured as follows:

a) **Cover letter**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone and facsimile numbers of the Proposer and the executive that has the authority to contract with CLT. The Cover Letter should also include an Executive Summary outlining how the Company best meets the requirements under this RFP.

Each Proposer shall make the following representations and warranty in the Cover Letter, the falsity of which may result in rejection of its Proposal or termination of the resulting Agreement:

“The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements

therein do not in whole or in part mislead CLT as to any material facts.”

b) Proposal Form and supporting documentation

See Section 2

c) Experience and Qualifications

See Scope of Work

d) Development Plan

See Scope of Work

e) Site Plan

See Scope of Work

f) Project Schedule

See Scope of Work

g) Proposer History

See Scope of Work

6. Submission Requirements

Proposers must submit one (1) electronic complete Proposal signed in ink by a company official authorized to make a legal binding offer in a searchable Adobe Acrobat .pdf format to the RFP Project Manager via email to economicaffairs@cltairport.com no later than the date and time set forth in the RFP Schedule above, according to CLT's clock.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

7. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer

must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. Where there are corrections prior to submission, the Proposer's representative signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

8. Proposal Terms Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT. The Company should be prepared to have its Proposal and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at CLT's election. Any false or misleading statements found in the Proposal may be grounds for disqualification and termination of the Agreement.

9. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

Selection Criteria	
Experience	CLT will evaluate the Proposer based on its ability to meet the Experience requirements as set forth in the Scope including past experience providing the Services at similar facilities within the past 5 years.
Construction Concept and Timeline	CLT will evaluate the Proposers proposed concept for the Services as well as the proposed time for completion as more specifically set forth in the Scope.
Compensation	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Services.

10. Financial Capacity

Proposer must certify as part of the Proposal that it has the financial ability to deliver to market the development as proposed; however, Proposer's financial information will not be a required as part of the Proposal.

Upon inspection of the Proposals, CLT reserves the right to request any and all financial

information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit.

If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to seal it in envelope and mark it "CONFIDENTIAL.". Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

11. Evaluation Committee and Award of Contract

The Acting Aviation Director, or her designee, will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer's qualifications and to learn about the Proposer's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to CLT.

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer that it determines, in its sole discretion, is best able to provide the Services.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Agreement. Upon Proposer's execution of the Agreement, the Aviation Director may submit it to City Council for approval. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at their option, select another Proposer.

The name of the selected Proposer will be submitted to the City Council for final approval and award (if applicable). Prior to the recommendation to the City Council, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 **Exhibit B** of this RFP. Upon approval of the Contract by City Council, the Airport will execute the documents and send a copy to the successful Proposer.

The City Council may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The City shall have no obligations under this RFP until City Council has formally approved the award of the Agreement to the Company and the Agreement

has been executed by both parties.

12. Attempts to Influence the Selection Process

Except for clarifying written questions sent to CLT, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff or evaluation committee members on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers.

CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this section.

13. Consent to Investigate

The selection of the proposer will be based on a thorough investigation of the proposals submitted in response to this RFP. As part of the selection process, CLT may request that Proposers provide additional information, including without limitation, financial records, certified bank statements or other company records relevant to the Evaluation Committees review of the proposals. By submitting a Proposal, each Proposer consents to any investigation the City deems necessary.

14. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in Section 1.C.3 of this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Proposers.

15. Proposer's Cost of Proposal Preparation

Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable).

CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

16. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual Proposer broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, Proposer agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

17. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

18. Reservation of Right to Amend RFP

CLT reserves the right to amend or supplement this RFP at any time during the process, if it believes that doing so is in the best interests of CLT. Any such amendment or supplement will be fully explained in an addendum posted to the CLT website as described in Section 1. of this RFP.

19. Disqualification of Proposal

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal:

- (i) failure to meet the eligibility requirements set forth in the Scope of Work;
- (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under;
- (iii) evidence of collusion among proposers; or
- (iv) improper communication as described in Section 12

Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other

irregularities of any kind. All of the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

20. Right to Terminate Negotiations/Discussions

The Proposer's participation in this process might result in CLT selecting the Proposer to engage in further discussions including the negotiation of the Scope of Work. The commencement of such discussions and negotiations, however, does not signify a commitment by CLT to execute the Agreement or to continue discussions and negotiations. CLT may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the City Council, and either abandon the selection process or select another Proposer with whom to enter into negotiations.

21. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

1. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
2. To issue additional requests for information;
3. To require a Proposer to supplement, clarify or provide additional information in order for CLT to evaluate its Proposal;
4. To conduct investigations with respect to the qualifications and experience of each Proposer;
5. To waive any defect or irregularity in any Proposal received;
6. To share the Proposals with City and/or CLT employees other than the Evaluation Committee as deemed necessary;
7. To award all, none, or any part of the scope of work set forth in this RFP that is in the best interest of CLT with or without re-solicitation;
8. To discuss and negotiate with Company(ies) any terms and conditions in the Proposals including but not limited to financial terms;
9. To enter into any agreement deemed by CLT to be in the best interest of CLT;
10. To reject any or all proposals submitted; and
11. To re-advertise for proposals using this RFP or a different RFP or solicitation.

22. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on

if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Agreement. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

23. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

24. E-Verify

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample Contract below.

25. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

26. Disclaimer

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, are provided to assist prospective proposers in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Proposers.

SECTION 2
PROPOSAL FORM

A. COMPENSATION

<u>Ground Rent:</u>		Please propose an annual base ground rent to be paid to CLT.
<u>Lease Term</u>		Please propose a lease length with an anticipated start date of 10/01/2021 and an end date no earlier than 08/30/2046 and no later than 08/30/2070.

B. NON-COLLUSION AFFIDAVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Agreement should it be awarded to the Proposer.

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of all Addenda (as listed on the Airport's website set forth in Section 1.C.3 above) since issuance of the RFP. ***Failure to acknowledge all addenda may result in disqualification of the Proposer.***

Addendum Number	Date

D. APPLICABLE LAWS

The Project will conform to all applicable federal, state, and local laws, regulations and ordinances including all federal and relevant local environmental regulations.

E. TRUE AND ACCURATE SUBMISSION

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by CLT. Proposers should note that some responses may require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets of paper as necessary to completely answer the question.

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this____day of_____, 20____.

Name: _____

Signature: _____

Printed _____

Name: Title: _____

Address: _____

SECTION 3

EXHIBIT A

SCOPE OF WORK

The purpose of this Quick Service Dining Facility Land Lease RFP is to seek a commercial development partner who will best fulfill CLT's program goals and objectives as delineated in the RFP. The Company may be the actual operator of selected services or may subcontract services with other operating businesses.

1. Goals and Objectives

CLT seeks high quality developer or end user who can develop and bring to market a visually appealing quick service dining facility that complements the Airport and the nearby commercial properties, located at 8515 Todd Rd., Charlotte, NC 28214 (see **Exhibit C**).

To meet these goals and objectives, the proposal must:

- a) Provide complete development, financing, design, construction, and operation, of a quick service dining facility.
- b) Meet all applicable Federal, State and local laws, regulations, ordinances and requirements

2. Site Location and Description

The site is located at 8515 Todd Rd., Charlotte, NC 28214. The property's tax ID is 05537124 and is zoned B-2. The property consists of +/-4.84 acres net of the right of way, which is located on the corner of Wilkinson Blvd. and Todd Road and is approximately one-tenth mile from the Wilkinson Boulevard exit on Interstate 485. For more details see Exhibit C for site drawings.

3. Experience and Qualifications

- a) Furnish a statement detailing Proposer's background, experience and qualifications. This should include the following:
 - Must have two (2) years continuous experience, within the last five (5) years, in the development, ownership, maintenance, management or operation of a quick service dining facility.
 - Description of Proposer's corporate structure (corporation, partnership, joint venture, partnership) including state of incorporation, the executive team and any substantive changes to the corporate structure within the previous five (5) years.
 - Descriptions of current business operations, including (i) number; (ii) type; (iii) location; and (iv) a description of services provided.
- b) Provide any other information that supports Proposer's selection that may be beneficial to CLT's review of this Proposal, including but not limited to experience and already planned development proximate to this or other airports.

4. Development Plan

The Development Plan should demonstrate an understanding of the site's opportunities and constraints, and a realistic, market-based approach to development that meets CLT's goals for the project. The Development Plan must include at a minimum, the following:

- a) The overall design concept for each component of the facility
- b) Specific details regarding related services proposed
- c) Proposed development program – square footage of all uses, seating, parking, perimeter landscaping etc., and any other amenities or features
- d) Proposed quick service dining facility branding
- e) Market overview supporting the proposed development program

5. Site Plan and Renderings

Proposers must submit a proposed conceptual site plan and building renderings as well as a description of land use for the project. The site plan and supporting graphics must portray the layout, the visual character of the proposal design, and the relationship to adjacent properties. The plans must also include the following elements:

- a) Detailed plans for the construction of the Quick Service Dining Facility with a design program that provides for all service options detailed in the Development Plan.
- b) Location and dimensions of paved surfaces and open space areas.
- c) Location of proposed dimensions of parking areas and drive aisles, driveways,

curb cuts, easements and rights-of-way, walkways, using sound traffic design principles.

- d) Location, specifications and renderings of on-and off-site signage.
- e) Pictures or comparable artwork adequately depicting the appearance of the new facility, customer parking area and signage.
- f) Plans for tree save and storm water mitigation.

The Airport can ensure electric, water and sewer connections are currently available on the site.

6. Project Schedule

Proposers must submit a Project Schedule, detailing the duration (in number of months) and dates for key milestones beginning at Agreement execution (assume 10/01/2021) through completion of construction and opening for business. Proposers must identify the anticipated time required for all relevant governmental approvals. The Project Schedule must identify the anticipated dates and outside dates of conveyance for the project (as applicable), and timing of the commencement of payments to CLT. The Project Schedule must address at a minimum, the following:

- a) Development plan preparation, review and approval by CLT staff
- b) Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.)
- c) Project financing timeline
- d) Permitting process
- e) Project construction period (Can begin no earlier than projected date to receive Record of Decision on environmental impacts of project)
- f) Initial occupancy and opening

7. PROPOSER HISTORY

Proposers must provide a statement regarding:

- a) Any claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Services as that requested under this RFP;
- b) Any past due arrearages or is the Proposer in breach of any previous or existing contract with the City;
- c) Any bankruptcy in the past ten (10) years; and
- d) During the past ten (10) years, any of Proposer's concession agreements, management agreements, leases or other contractual agreements that have been canceled or terminated, either voluntarily or involuntarily, by an Airport owner/operator or others related to similar Services.

SECTION 4

EXHIBIT B

SAMPLE CONTRACT

CITY OF CHARLOTTE
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
AGREEMENT TO LEASE GROUND

[Insert Company Name]

Date: **[Insert Date]**

CITY OF CHARLOTTE
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
AGREEMENT TO LEASE GROUND TO BUILD A CORPORATE HANGAR

THIS AGREEMENT AND LEASE ("Agreement"), made and entered into by and between the CITY OF CHARLOTTE, a municipal corporation of the State of North Carolina ("City"), and **[Insert Company Name]** ("Lessee"),

WITNESSETH:

THAT, WHEREAS, the City owns and operates Charlotte Douglas International Airport ("Airport");

WHEREAS, Lessee desires to lease ground for a quick service of a certain size and description; and

WHEREAS, the City is willing to lease to Lessee a suitable area for the same.

NOW, THEREFORE, for and in consideration of the premises set forth above, and the terms and conditions set forth below, City and Lessee agree as follows.

ARTICLE I
LEASED PREMISES

1.1 Leased Premises. City hereby leases for use by Lessee the land described and depicted on **Exhibit A** (the "Leased Premises") and located at **[Insert Address]**. The Leased Premises comprises **[Insert # of acres]** acres of land. The Leased Premises shall also include the additional improvements provided by the Lessee ("Lessee Work") and the City ("City Work") as further described in **Exhibit B** (collectively, the "Leasehold Improvements").

1.2 Encumbrances on Leased Premises. The Leased Premises shall be accepted by Lessee subject to any and all then existing easements or other encumbrances, and City shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes,

connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient over, in, upon, through, across and along the Leased Premises, or any part thereof, and to enter the Leased Premises at reasonable times for any and all such purposes; provided, however, that no right of City provided for in this section shall be so exercised as to interfere unreasonably with the Lessee's operations.

1.3 Condition of Leased Premises. Subject to the terms of this Agreement and City's obligations set forth in **Exhibit B**, Lessee accepts the Leased Premises in "as is" condition, except any agreed upon improvements, as defined below. Lessee shall be obligated to promptly exercise any and all warranty and contractual rights it may have with respect to the improvements, if any.

1.4 Title to Leased Premises in City. At all times, City shall have title to the Leased Premises and any City Work. Lessee agrees that its sole interest in the Leased Premises shall be that of a tenant. Lessee shall have title to the Lessee Work until the expiration or earlier termination of the Agreement at which time title reverts to the City. The Leasehold Improvements provided by each party is set forth in **Exhibit B**, attached hereto. Should this Agreement terminate by the action of City, for reasons other than an event of default by Lessee, the City shall reimburse the Lessee for a portion of the Lessee's Investment (as defined below) in the Lessee Work. The amount paid shall be the product of the Lessee's Investment and a fraction, the numerator of which will be the number of complete months remaining in the Term (as defined in Section 2.2) on the date of termination and the denominator of which shall be _____updated based on term). For the purposes of this Section Lessee's Investment shall mean Lessee's actual costs, both direct and indirect, in providing the Lessee Work including only items and amounts that would qualify as a part of Lessee's cost basis in the Lessee Work for federal income taxes. It shall also include the cost of any alterations approved by the City under Section 4.3. In the event Lessee should utilize any components or materials already owned by it in constructing the Leasehold Improvements, its "cost" for purpose of defining Lessee's Investment" shall mean the lesser of (i) Lessee's cost basis in such components or materials for federal income tax purposes at the time said construction is completed, or (ii) the fair market value of such components or materials.

1.5 Date of Beneficial Occupancy. Upon substantial completion of the Leasehold Improvements, Lessee shall certify the date on which the Leased Premises are ready for occupancy. The Date of Beneficial Occupancy ("DBO") shall be either the date of such certification or the date 12 months from the Possession Date, as defined in Section 2.1 (b), whichever is earlier, and shall be deemed to be on the first day of the next month if the date does not fall on the first day of a month. Upon the DBO, Lessee shall have the right to enter and take possession of the Leasehold Improvements.

1.6 Utilities. Lessee agrees to pay for all utilities used by it, including, but not limited to, deposits, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling the Lessee to a credit under any other provision of this Agreement. In all instances of any damages to any utility service line caused by Lessee, its employees, contractors, suppliers, agents or invitees, Lessee shall be responsible for the cost of repair.

1.14 City's Right to Enter and Inspect. Upon reasonable notice to Lessee (except for emergency or safety matters, in which event, no notice shall be required) the City shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of inspection, protection or exercising any rights under this Agreement. It shall also have the right, upon reasonable notice to Lessee, to show the Leased Premises at any time within six (6) months of the expiration or earlier termination of this Agreement.

1.15 City's Right to Enter to Install Utilities. The City shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of installing any utility lines or related equipment necessary for the Lessee or other users of Airport property.

ARTICLE II LEASE TERM AND RESTRICTIONS ON USE

2.1 Key Dates Defined.

(a) Effective Date. The date that the Agreement has been fully executed by or on behalf of both Lessee and the City is the Effective Date.

(b) Possession Date. The date that the City delivers the Leased Premises to the Lessee free of occupants so that Lessee can commence the Leasehold Improvements is the Possession Date.

(c) Date of Beneficial Occupancy. The DBO is defined in Section 1.11.

(d) Lease Year. Each twelve-month period beginning on DBO during the Term, as defined in Section 2.2, is a Lease Year.

2.2 Term. The Agreement shall commence on the Effective Date and, unless terminated earlier, shall extend until a date **[Insert # of Years]** years after the DBO (the "Initial Term"). Provided Lessee is not in default under any of the terms, conditions and covenants of this Agreement, Lessee shall have the right to request the City to extend the Term for **[Insert # of Options]** additional **[Insert # of Years]** year terms (each being an "Extension Term") upon the same terms and conditions except for the rents as provided in Article III. Lessee shall make the request to extend by giving the City written notice at least ninety (90) days prior to the expiration of the then current term. "Term" refers to the Initial and Extension Terms collectively.

2.3 Holding Over. Should Lessee hold over on any part of the Leased Premises with respect to which this Agreement has terminated, such holding over shall be deemed merely a month-to-month tenancy, but otherwise on all the same terms and conditions.

2.4 Surrender of Leased Premises at Termination. Upon termination or other expiration of this Agreement, Lessee shall immediately surrender the Leased Premises, including any Leasehold Improvements, to City in substantially the same condition in which the Lease Premises were delivered to Lessee, reasonable wear and tear excepted.

2.5 Right of City to Terminate by Cancellation. If, at any time during the term of this Agreement, City requires the use of the Leased Premises for airfield related purposes, including, but not limited to, expansion of runways and taxiways and compliance with any safety, clearance, or setback requirements that may be

promulgated by FAA or any successor agency, this Agreement may be terminated by the City's advising Lessee as soon as possible when the issue arises and giving Lessee one hundred eighty (180) days written notice of cancellation which shall include the purpose of the reclamation. In addition, the City shall use its best efforts to locate a replacement site which it shall offer to lease to Lessee on terms that shall be substantially similar to this Agreement, but with due allowance for changed conditions and circumstances. Lessee shall have the right to terminate the Agreement if no replacement site is available or if Lessee does not wish to accept the replacement site. If the Lease is terminated or the Lessee is moved to a replacement site, the City shall buy back the unamortized portion of the Leasehold Improvements in compliance with Section 1.9 above.

2.6 Restrictions on Use. To be determined

2.7 Garbage and Refuse Storage and Removal. Lessee shall be responsible for garbage and refuse storage and removal in compliance with all Airport and other applicable rules and regulations regarding the disposal of trash and garbage.

2.8 Noise, Odor, Vibrations and Annoyances. Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste at the Leased Premises, and shall take all reasonable measures, using the latest known and most practicable devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage any Leasehold Improvements or interfere with activities at the Airport, and to maintain a sound level in its operations that is in compliance with any applicable governmental rules and regulations.

2.9 Prohibited Acts. Lessee shall not:

(a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property.

(b) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute

a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.

2.10 Environmental Representation and Covenants.

(a) Lessee shall not cause, permit or suffer any Hazardous Material(s) (as defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof by Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns or any other person, except in strict compliance with Environmental Laws, as defined below.

For purposes of this Agreement and this paragraph, "Hazardous Material(s)" means any substance(s): (i) the presence of which requires investigation or remediation under any applicable federal, state, or local law, statute, regulation, rule, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a hazardous substance, hazardous material, toxic substance, toxic material, pollutant or contaminant under any applicable law or federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," 42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984 ("RCRA," 42 U.S.C. §§ 6901 et seq.), the Clean Air Act ("CAA," 42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act ("CWA," 33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act ("TSCA," 15 U.S.C. §§ 2601 et seq.), the Safe Drinking Water Act ("SWDA," 42 U.S.C. 300f et seq.), the Oil Pollution Act ("OPA," 33 U.S.C. §§ 2701 et seq.) and North Carolina equivalent laws; or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; or (iv) the presence of which on the Leased Premises causes or threatens to cause a nuisance upon the Leased Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Leased Premises; or (v) without limitation which contains gasoline, diesel fuel, petroleum hydrocarbons, petroleum distillates or other petroleum

constituents; or (vi) without limitation which contains polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde insulation.

For purposes of this Agreement and this paragraph, the term "Environmental Laws" shall mean and include, without limitation, all federal, state and local statutes, regulations, rules, codes, or permits, applicable to the Leased Premises, imposing liability or standards of conduct or responsibility or design, construction or operating technical standards concerning or otherwise relating to environmental or public health and safety matters at the Leased Premises, whether now in force or as amended or enacted in the future, including, but not limited to: CERCLA, RCRA; CAA; CWA; SDWA; TSCA; OPA; and the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001, et seq.).

For purposes of this Agreement and this paragraph, the term "Release" shall mean and include, without limitation, any and all spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, seeping or disposing in the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material(s) or pollutant(s) or contaminant(s)).

(b) Lessee shall not cause, permit or suffer the existence or the commission by Lessee, its agents, employees, contractors or invitees, or by any other person, of a violation of any Environmental Laws upon, about or beneath the Leased Premises or any portion thereof.

(c) Lessee shall not create or suffer to exist with respect to the Leased Premises, or permit any of its agents, employees, contractors, invitees or any other person to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind against the Leased Premises arising out of any Environmental Laws, including, without limitation, any lien imposed pursuant to CERCLA §107 (42 U.S.C. §9607) or any other statute or regulation. Should any such lien, security interest or other charge or encumbrance be filed against the Leased Premises, Lessee shall cause said lien, security interest or other charge or encumbrance to be removed from the Leased Premises or shall provide a bond satisfactory to City for the payment or satisfaction thereof. Said actions shall be taken by Lessee as soon as practicable from the filing, posting or notice of such lien, security interest or other charge or encumbrance; provided that said actions

shall be taken in no event later than thirty (30) days from the filing, posting or notice of such lien, security interest or other charge or encumbrance.

(d) Lessee covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless City from and against any and all damages (including without limitation all foreseeable and unforeseeable consequential damages), losses, liabilities, obligations, penalties, costs (including without limitation, the cost of any required or necessary inspection, audit, cleanup, removal, remediation or detoxification and the preparation of any closure or other required plans, consent orders, permits, license applications, or the like), personal injury or death, damage to property, claims, litigation costs, disbursements or expenses including, without limitation, attorneys' and experts' fees and disbursements which may at any time be imposed upon, incurred by or asserted or awarded against City, and arising from or out of and to the extent caused by: (i) the use, generation, storage, disposal of or the release of any Hazardous Materials by Lessee, its employees, agents, contractors or any other person upon, about, beneath or affecting all or any portion of the Leased Premises or any surrounding areas, where such surrounding areas have been contaminated as a result of the use or Release of Hazardous Materials by Lessee, its employees, agents, contractors or any other person on the Leased Premises; or (ii) the enforcement of this Agreement as to matters concerning this Paragraph 2.8 arising after taking of title or tenancy to all or any portion of the Leased Premises by Lessee and whether or not any claims prove to be true or false.

(e) Lessee shall, upon demand of City, and at Lessee's sole cost and expense, promptly take all action to remove and/or remediate Hazardous Materials upon, about or beneath the Leased Premises which action is: (i) required by any federal, state or local governmental agency or political subdivision; or (ii) which is reasonably necessary to remove and/or remediate any Hazardous Materials from the Leased Premises and restore the Leased Premises to compliance with Environmental Laws. Any such removal and/or remediation shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business(es) conducted at the Leased Premises. Lessee shall, at its own cost and expense, comply with all applicable laws while performing said removal and/or remediation. Lessee shall take all actions necessary to

restore the Leased Premises to the condition existing as of the date hereof, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(f) Should Lessee its employees, agents, contractors or any other person cause, directly or indirectly, or permit any intentional or unintentional Release of Hazardous Materials upon, about or beneath the Leased Premises, whether or not such Release results in damage to soil, surface water, ground water, flora, fauna or humans on the Leased Premises, or within waters of the state or the United States, or on other properties, Lessee shall promptly notify all federal, state and local regulatory agencies of the Release as required by law and shall notify City of the Release, in writing, within seven (7) days of determining that a Release has occurred. Lessee shall further notify City within seven (7) days after the receipt by Lessee of notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the matters referenced in this paragraph. It is expressly understood and agreed that failure by City to object to any actions taken by Lessee hereunder shall not be construed to be an approval by City of Lessee's actions, nor shall it be construed as a waiver by City of any right related thereto.

(g) City, its agents, consultants or contractors shall, at all times, be free to inspect the Leased Premises. City may independently establish to its satisfaction and in its absolute discretion the existence or non-existence of any fact or facts, the existence or non-existence of which is relevant to any claim or defense of any matter related herein, and Lessee shall allow City, its agents, consultants or contractors access to the Leased Premises as is necessary to establish such facts.

2.11 Additional Compliance Requirements. It is intended that the standards, obligations and duties imposed by this Article II shall be maintained and complied with by Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than the standards, duties and obligations imposed on Lessee hereunder, then Lessee shall comply with such laws, ordinances and regulations in its operations under this Agreement. Noncompliance with any

governmental law, ordinance or regulation, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been abandoned or the time for objection or appeal has expired.

ARTICLE III RENTS, FEES AND CHARGES

3.1 Ground Rent. Each Lease Year, Lessee shall pay to City an annual ground rent based upon the area of the Leased Premises and the ground rental rate then in effect at the Airport. The annual ground rental for the first five Lease Years shall be **[Insert Annual Ground Rent]**. The annual ground rent shall be payable in twelve equal monthly installments, in advance and without demand, on the first day of each month, beginning on the Date of Beneficial Occupancy. Therefore, the monthly installments for the first five Lease Years shall be **[\$[Insert Monthly Ground Rent]**.

3.2 Ground Rent Adjustments. The Ground Rent shall be adjusted on each fifth (5th) year anniversary of the Date of Beneficial Occupancy during the term of this Agreement, including any renewal terms (said date being referred to herein as the "Adjustment Date"). Any rent adjustment shall reflect the then-prevailing fair market value rate being charged by the City for comparable property. The City shall determine the fair market value rate by undertaking an appraisal of its property every five years conducted by a City- selected appraiser with an MAI designation, which may or may not coincide with the Adjustment Date. City shall communicate the new Ground Rent rate no later than 180 days of the Adjustment Date. However, at no time shall the City be obligated to decreased the Ground Rent.

3.5 Delinquent Payment. Without waiving any other right of action available to the City, in the event that Lessee is delinquent for a period of ten (10) days or more in paying the City any amount due pursuant to this Agreement, Lessee shall pay the City interest thereon at the rate of eighteen percent (18%) per year from the date such amount was due and payable until paid.

3.6 Fees and Taxes. The Lessee agrees to pay, when due, all fees, taxes and assessments charged, assessed or levied by any governmental authority on the Leased

Premises or in order to carry on Lessee's business at the Leased Premises. No such payment shall be considered a payment of rent, fees or use charges entitling the Lessee to a credit under any other provision of this Lessee. The failure to pay any tax, license, fee, or assessment, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been resolved in the taxing authority's favor or abandoned or the time for objection or appeal has expired.

ARTICLE IV MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP

4.1 Maintenance of the Leased Premises.

(a) Lessee shall be obligated, without cost to the City, to maintain the Leased Premises and every part thereof in good appearance, repair and safe condition. Lessee shall maintain the Leasehold improvements, and all furnishings, unattached fixtures and equipment located on the Leased Premises.

(b) The City shall be the sole judge of the quality of maintenance. The City or its authorized agents may at any time, without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the City is being accomplished.

4.2 Repairs. The Lessee agrees to make all reasonably necessary repairs and replacements of the Leasehold Improvements. All such repairs and replacements shall be of quality equal to the original in materials and workmanship.

4.3 Alterations to Leased Premises. Before making alterations to the Leasehold Improvements Lessee shall first obtain the written consent of the city, such consent to be not unreasonably withheld or delayed. All alterations to the Leased Premises made by the Lessee shall be made at the Lessee's expense, and shall be made in a workmanlike manner without damage to the Leased Premises, except such that is repaired or corrected by the Lessee. The City shall have the right to review and approve in writing the plans and specifications for such alterations and to impose requirements

for insurance and bonding. The City shall dictate the manner and method for which proposed alterations shall be submitted and reviewed for approval.

4.4 Waiver of Visual Artists Rights. Licensee shall not install or incorporate any work of art in the Premises in such a way that removing the work from the Premises would cause the destruction, distortion, mutilation, or other modification of the work and shall not commence construction of any Leasehold Improvements where such work or improvement constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA"), unless and until Licensee has provided to the Licensors either: (i) written confirmation that VARA does not apply, or (ii) a written waiver from the author of a work of visual art, in form and substance reasonably satisfactory to the Licensors, which identifies specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. §106A(e)(1).

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Indemnification. Lessee shall indemnify, defend and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, resulting from, or alleged to arise out of or result from, any event or occurrence in or upon the Leased Premises, or otherwise arising or alleged to arise from Lessee's operations in or use of the Leased Premises under the terms of this Agreement, except to the extent that such claims are caused by the negligence of the City or its officers, agents and employees. Lessee shall purchase insurance, as described in Section 5.2, which insurance shall provide coverage for this contractual liability. In any case in which Lessee provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this section shall survive the expiration or early termination of this Agreement.

5.2 Insurance. The Lessee shall provide and maintain at its expense during the term of this Lease the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the Commencement Date of this Lease. Such

evidence shall specifically identify this Lease and shall contain the express condition that the City is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.

(a) Automobile Liability. Insurance with a limit of not less than \$5,000,000 per accident combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles. If the Lessee is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Lessee must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.

(b) Commercial General Liability. Insurance with a limit not less than \$5,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

(c) Workers' Compensation. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. If the Lessee does not employ more than 2 full time employees, Lessee must attest this fact on company letterhead and include such letter in this Lease.

(d) Fire and Extended Coverage. Lessee, at its own cost and expense, shall insure for fire and extended coverage risks all Leasehold Improvements on the Leased Premises. Such insurance shall be in an amount equal to the full insurable value of such improvements. All fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of the Leasehold Improvements or paid to the City in accordance with Article VI.

5.3 Additional Insurance Requirements. The Lessee shall be responsible for notifying the City of any material changes to, or cancellation of, the insurance coverages required above. Notice to the City must be completed in writing within 48 hours of the changes.

(a) "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Lease.

(b) The Lessee shall not commence any work in connection with this Lease until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Lease.

(c) The Lessee shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

(d) All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Lessee must submit evidence of the right to self-insure as provided by the State of North Carolina.

(e) The Lessee insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Lessee's operations under this Lease. The Lessee and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.

(f) The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Lessee and/or subcontractor.

ARTICLE VI

DAMAGE OR DESTRUCTION TO LEASED PREMISES

In the event of damage or casualty to any part of the Leased Premises including the Leasehold Improvements, City shall repair such damage or replace damaged property to the extent the insurance proceeds are sufficient to pay for such repair and replacement. During the time from such damage until the completion of the repairs, Lessee shall be entitled to an equitable abatement of the use fees payable hereunder in proportion to the extent Lessee is deprived of the beneficial use of the Leased Premises by such damage. Should City, in its absolute and sole discretion, determine that insurance proceeds will be insufficient to repair or replace such damage it shall notify Lessee. Upon such notification Lessee shall have the option to pay for the additional cost, over and above the insurance proceeds, to repair such damage or to terminate this Lease. If Lessee elects to terminate the Lease, all insurance proceeds received by Lessee for such damage shall be paid to City.

ARTICLE VII

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, PUBLIC USE AND FEDERAL GRANTS

7.1 Equal Employment Opportunity. Lessee assures that it will undertake an affirmative action program, if and to the extent applicable, under 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said Subpart E. Lessee assures that it will require that its covered suborganizations, if any, provide assurances to Lessee that they will similarly undertake affirmative action programs and that they will require assurances from their suborganizations, if any, as required by 14 CFR Part 152, Subpart E, to the same effect.

7.2 Federal Grants and Public Use. The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 and grant agreements between the City and the Federal government containing assurances guaranteeing the public use of the Airport, so that nothing contained in this

Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. 40103 (e) (formerly section 308 of the Federal Aviation of 1958, as amended). The City reserves the right to further develop or improve, as it sees fit, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Lessee and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, including instrumentalities thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds in developing the Airport.

7.3 General Civil Rights Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(a) Civil Rights – Title VI Assurances

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all

other requirements imposed by or pursuant to the List of discrimination Acts And Authorities listed below.

With respect to this License, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the License and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

(b) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this License, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)

7.4 Modifications to Comply with Federal Laws, Regulations or Agreements.

Should the United States or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal law or regulation or any-provision of an existing grant agreement between the City and the United States or any instrumentality thereof be changed or deleted or should any such change or deletion be required in order for the Airport either to continue as a part of the National Airport System Plan or to retain its eligibility to participate in ADAP and similar successor federal programs or to avoid forfeiture of previous financial assistance, the City may give the Lessee notice that it elects that any such change or deletion be made. Lessee shall then elect either to consent to any such change or deletion or to terminate this Agreement. Such election shall be made in writing and delivered to the city within thirty (30) days of the date the City gave notice to the Lessee of its election that any such change or deletion be made.

7.5 Compliance with Americans with Disability Act of 1990. Lessee shall fully comply with all applicable provisions of the Americans With Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (ADA), expressly including, but not limited to, all requirements otherwise imposed on the City regarding the Leased Premises and invitees of Lessee, insofar as the Leased Premises is considered a place of public accommodation and invitees or employees are covered by the services, programs and activity provisions of Title II of ADA.

7.6 Recapture by United States Government. It is understood and agreed between the parties hereto that this Agreement shall be terminated if the United States of America, in exercising its right to recapture under the terms of the instrument conveying the premises to the City, requires such termination, and further that this Agreement shall be subject and subordinate to the provisions of any existing or future

agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport.

ARTICLE VIII
ASSIGNMENT AND SUBLETTING

Lessee shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the consent of the City. In any event, no such assignment or sublease shall serve to release the Lessee from any of its obligations, duties or responsibilities under this Agreement unless the City agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, Lessee shall furnish a copy to the City.

ARTICLE IX
DEFAULT BY LESSEE

9.1 Default. The happening of any one or more of the following listed events and the expiration of any notice and cure periods herein provided (which events, upon such expiration, are hereinafter referred to singularly as "event of default" and plurally as "events of default") shall constitute a breach of this Agreement on the part of Lessee, namely:

(a) The filing by, on behalf of, or against Lessee of any petition or pleading to declare Lessee a bankrupt, voluntary or involuntary, under any Bankruptcy Act or law, which is not dismissed within sixty (60) days after the date of filing.

(b) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts, which is not dismissed within sixty (60) days after the date of filing.

(c) The failure of Lessee to pay any rent or any other amount payable under this Agreement within ten (10) days after written notice by the City that the same is due and payable.

(d) The failure in any material respect of Lessee to perform, fully and promptly, any act required of it under the terms of this Agreement, or otherwise to comply with any term or provision within the shorter of -- (i) the time specifically required, or (ii) thirty (30) days after written notice by the City to the Lessee to do so, unless such default cannot be cured within such period and Lessee has in good faith commenced and is prosecuting the cure thereof, in which case the Lessee shall have a reasonable extension of such period in order to cure such default. The failure of Lessee to so utilize the Leased Premises over a continuous period in excess of ninety (90) days for reasons that are not otherwise excused under this Agreement shall be deemed an abandonment of the Leased Premises by Lessee and therefore a failure to perform under this Agreement.

(e) The appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of Lessee, who is not dismissed within sixty (60) days after the date of appointment.

(f) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.

9.2 Waiver. No Waiver by the City of default by the Lessee of any terms, covenants, or conditions hereof kept and to be performed, preserved by the Lessee shall be a waiver of any construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Agreement by the City for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the City to declare a default or cancel this Agreement for a subsequent breach thereof.

ARTICLE X

EFFECT OF DEFAULT

Upon the happening of any event of default as defined in Article IX above and the failure of the Lessee to cure such default in the time period set forth in said Article IX, the City shall have the right to terminate the term of this Agreement by written notice from the City to the Lessee, which termination shall be effective as of the date of said written notice. Upon any termination of the term hereof, whether by lapse of time or otherwise, Lessee shall promptly surrender possession and vacate the Leased Premises and deliver possession thereof to the City, and Lessee hereby grants to the City full and free license to enter into and upon the Leased premises in such event and with or without process to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove therefrom any and all property, using for such purpose such force as may be necessary without being guilty or liable for trespass, eviction, or forcible entry of detainer and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation by law. Except as otherwise expressly provided in this Agreement, Lessee hereby expressly waives service of City's demand for the payment of rent, possession of the Leased Premises, or re-entry upon the Leased Premises, including any and every form of demand and notice prescribed by any statute or other law.

ARTICLE XI
TERMINATION BY
CANCELLATION AND DEFAULT BY CITY

11.1 Right of Lessee to Terminate by Cancellation. Lessee may terminate this Agreement and cancel all of its obligations hereunder at any time that Lessee is not in default in the payment of any rentals, fees or charges to the City hereunder by giving written notice to be served as hereinafter provided upon or after the happening of any one of the following events:

- (a) The inability of the Lessee to use the Leased Premises for a period in excess of sixty (60) days, because of the issuance of any order, rule or regulation by the United States or an instrumentality thereof preventing the Lessee from operating at the Leased Premises for cause or causes not constituting a default under this Agreement;

(b) The default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from the Lessee of written notice to remedy the same, unless such default cannot be cured within such sixty (60) day period and the City has in good faith commenced and is prosecuting the cure thereof, in which case the City shall have a reasonable extension of such period in order to cure such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Lessee's notice of cancellation;

(c) The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or any substantial part thereof in such a manner as to substantially restrict the Lessee for a period of at least ninety (90) days from operating its business at the Airport; or

(d) The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Leased Premises if said injunction shall remain in force for more than ninety (90) days and is not caused in whole or in part by the acts or failures to act of Lessee.

11.2 Waiver. The Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City, or the occurrence of such other event as may excuse performance shall not be deemed a waiver of any right on the part of Lessee (i) to cancel this Agreement for failure by the City so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed, or by reason of such occurrence, or (ii) to enforce any other right that the Lessee may have by reason of such failure or occurrence. No waiver by the Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessee of any subsequent default or occurrence.

ARTICLE XII

GENERAL PROVISIONS

12.1 Compliance with Laws, Rules and Regulations. License agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to this Agreement and the activities taking place upon the Leased Premises. The Lessee further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws, rules and regulations. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA) and all OSHA regulations as applicable. City shall not be liable to Lessee for any diminution or deprivation of Lessee's right hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Lessee be entitled to terminate the whole or any portion of the Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's use and enjoyment of the Leased Premises as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of North Carolina.

12.2 Waiver of Claims. Lessee hereby waives any claim against the City and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

12.3 Waivers. Every provision herein imposing an obligation upon City or Lessee is a material inducement and consideration for the execution of this Agreement. No waiver by City or Lessee of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by City shall be required to restore or revive time as being of the essence hereof after waiver by City of default in one or more instances.

12.4 Attorney's Fees. The Lessee shall pay reasonable attorney's fees incurred by the City by reason of Lessee's default under this Agreement.

12.5 Situs and Service of Process. Lessee agrees all actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts having situs within the State of North Carolina and Lessee hereby consents to the jurisdiction of any local, state or federal court located within the State of North Carolina, and waives personal service of any and all process upon the Lessee herein, and consents that all such service of process shall be made by certified mail, return receipt requested, directed to the Lessee at the address hereinafter stated, and service so made shall be complete two (2) days after the same shall have been posted as aforesaid.

12.6 Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12.7 Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of North Carolina.

12.8 Quiet Enjoyment. The City agrees that Lessee, upon payment of all fees, charges and other payments required under the terms of this Agreement and observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully acquire and hold, use and enjoy the Leased Premises during the term of this Agreement.

12.9 Lessee's Dealings with City. Whenever in this Agreement, the Lessee is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Lessee shall deal with the City's authorized representative; and unless or until the City shall give Lessee written notice to the contrary, the City's authorized representative shall be the Aviation Director.

12.10 Notice. Whenever any notice of payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, to insure delivery, and deposited in the United States mail addressed to:

CITY:

Aviation Director

Charlotte Douglas International Airport

Post Office Box 19066

Charlotte, NC 28219

LESSEE:

or in such other place as either party shall in writing designate in the manner provided herein.

12.11 Independent Contractor. The parties agree that the Lessee is an independent contractor and not subject to direction or control of the City, except as specified in this Agreement, and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

12.12 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Lessee. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of provisions of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

12.13 Memorandum of Lease in Lieu of Recording. The parties agree that should either desire that adequate legal notice of this Agreement be given on the public records of Mecklenburg County, North Carolina, the other will agree to the execution of a memorandum of this Agreement containing a sufficient description of the parties, the Leased Premises and term of this Agreement to comply with the minimum requirements for the giving of such notice.

12.14 Warranty of Title. The City represents and warrants that it has good and merchantable fee simple title to the Leased Premises and has full right to lease the Leased Premises to Lessee.

12.15 Force Majeure. It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, taxes, utilities, insurance premiums or other sums of money) or the performance of any other covenant, agreement, obligation or undertaking herein contained (other than payment of rent, taxes, insurance premiums or other sums of money) is delayed by reason of war, riots or civil commotion, acts of God, governmental restrictions, regulations, or interferences, fire or other casualty, strikes, shortages of labor or material, or any circumstances reasonably beyond the control of the party obligated or permitted under the terms hereof to do or perform the same and without such party's fault, regardless of whether any such circumstance is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

12.16 NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Lessee certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Lease. In signing this Lease, Lessee further agrees, as an independent obligation, separate and apart from this Lease, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Lessee appearing on The Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Agreement.

12.17 Entire Agreement. The provisions of this Agreement contain the entire understanding between the parties hereto and said Agreement may not be changed, altered or modified.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law.

LESSEE:

By: _____

Title: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Aviation Director

Date: _____

Exhibit A
Leased Premises

Exhibit B

Leasehold Improvements

1. General. The purpose of this Exhibit is to set forth how the Leasehold Improvements are to be designed, engineered and constructed, who will do the construction of the Leasehold Improvements, who will pay for the construction of the Leasehold Improvements, and certain other matters relating to the construction of the Leasehold Improvements as provided herein. The Leasehold Improvements will be completed by both parties as set forth below:

a. "City's Work" shall be (i) **[Insert Description of City's Responsibilities]**

b. "Lessee's Work" shall be (i) **[Insert Description of Lessee's Responsibilities]**

2. All of "City's Work" and "Lessee's Work" (as defined above) shall be in compliance with all laws, ordinances, regulations (including, but not limited to the Americans with Disabilities Act) and all environmental laws and regulations of all duly constituted governmental authorities and in accordance with the orders, rules, codes and regulations of the National Building Fire Underwriters or any other body now or hereafter constituted performing similar functions. In the event of any conflict between the Lease and this Exhibit, the provisions of this Exhibit shall control to the extent of the conflict.

3. 30/60/90 Design Submission

(a) Not later than one hundred and twenty (120) days from the execution of the Lease, City shall cause to be prepared and delivered to Lessee full working drawings and specifications (hereinafter called the "City's Final Plans") for the construction of the "City's Work" to be located on the Leased Premises, which Final Plans, to the extent applicable, shall be prepared by an architect licensed in the state where the Leased Premises are located. The Final Plans shall be subject to the approval of Lessee, which approval shall not be unreasonably withheld or delayed. If Lessee shall object to the City's Final Plans, Lessee shall notify City of Lessee's objections thereto within fifteen (15) business days after receipt by Lessee of the City's Final Plans. If Lessee shall object to any aspect of the City's Final Plans, City shall, within ten (10) days after notification by Lessee of its objections (or longer if reasonably necessary to revise the City's Final Plans), which notification shall specify said objections with particularity, cause the City's Final Plans to be revised and resubmitted to Lessee for its approval, which approval shall not be unreasonably withheld or delayed, or City shall provide written explanation on why the City will not modify the City's Final Plans per Lessee's noted objections.

(b) Not later than thirty (30) days from the receipt of the City's Final Plans, Lessee shall cause to be prepared and delivered to City the thirty percent (30%) complete design drawings and specifications of Lessee's Work which shall be subject to the City's approval as stated below. Lessee shall also submit to the City for review and approval the design drawings and specifications at sixty percent (60%) and ninety percent (90%) completion. Such design drawings and

specifications shall be prepared by an architect licensed in the state where the Leased Premises are located and include the detail reasonably required by the City. Submission of the design shall be in a manner and format determined by the City. Each stage of the design review shall be subject to the approval of City, which approval shall not be unreasonably withheld or delayed. If City shall object to the Lessee's plans, City shall notify Lessee of City's objections thereto within fifteen (15) business days after receipt by City of Lessee's plans. If City shall object to any aspect of the Lessee's plans, Lessee shall, within ten (10) days after notification by City of its objections (or longer if reasonably necessary to revise the Lessee's plans), which notification shall specify said objections with particularity, cause the Lessee's to be revised and resubmitted to Lessee for its approval, which approval shall not be unreasonably withheld or delayed. Design shall not proceed without approval from the City at each stage referenced above.

(c) Final approval, shall not be deemed to be an approval of the legality of the other party's work or the City's Final Plans or Lessee's plans. The City's Final Plans or Lessee's plans shall not be materially changed or modified by either party after such final approval without the further approval in writing by the other party.

6. Performance of City's and Lessee's Work.

(a) Promptly upon approval of the City's Final Plans and Lessee's plans, each party shall do all things necessary to secure such permits, licenses and approvals as may be necessary to construct the Leasehold Improvements, all as provided for in the approved plans and shall cause all such construction and installation to be performed in a diligent manner in strict conformity with the approved plans, and in compliance with all applicable laws, rules, regulations and orders, all to the end that, subject to extensions of time required by failure of the parties to agree upon the approved plans. Such construction shall begin within thirty (30) days after the later of (i) the date of City's written approval of Lessee's plans or (ii) the granting of all necessary permits and approvals by all governmental bodies in charge of the approval processes, and shall be continuous and expedited so that the Leasehold Improvements shall be completed as soon as practicable. Lessee shall award no contract for the construction of Leasehold Improvements or the installation of equipment without the approval of the City, which approval shall not be unreasonably withheld or delayed, and the City shall be entitled to indemnification satisfactory to it against any liability arising out of performance of any such contracts. All of Lessee's contractors shall maintain automobile, general liability and worker's compensation/employee's liability insurance coverage satisfactory to the City. Lessee shall provide builder's risk insurance naming the City as loss payee with respect to 100% of the value of the improvements to be provided under such contracts. No Leasehold Improvements, unattached fixtures or equipment shall be subject to any liens whether created by operation of law or by agreement. Lessee, at its sole cost and expense, shall also procure all building, safety, fire and other permits as may be necessary for any construction.

(b) City shall give Lessee notice of City's expected completion date not less than thirty (30) days prior thereto. On or after the Commencement Date, Lessee's employees and contractors may enter portions of the Leased Premises for the purpose of construction of Leasehold

Improvements to the Leased Premises as approved by City and installation of Lessee's machinery, equipment, fixtures and other personal property, provided its early access does not cause a delay in the completion of Lessee's Work.

7. Warranties and Representations. Each Party warrants that it will reasonably enforce any and all of its Contractor warranties provided for the Leasehold Improvements for the benefit of the other Party.

8. Change Orders. Where change to the final approved plans becomes necessary, such change shall be submitted to the non-changing party ("Change Order") for approval. Within ten (10) days of receipt of a request to approve the change to the final approved plans, the non-changing party shall either approve the plans or provide a written explanation of any modifications required prior to the non-changing party granting approval. Approvals for Change Orders shall not be unreasonable withheld or delayed. Additional cost associated with Change Orders to the City's Work will be incorporated into the final cost reimbursed by the Lessee.

9. Inspections. Each party may review during design phase the testing and inspection requirements set forth by the other party's bid or contract specifications to ensure all desired testing and inspections are included in the final bid or contract documents. Either party may review field reports, testing and inspection reports, and coordinate onsite inspections as appropriate with the City inspector or Lessee's Project Manager as appropriate.

10. Miscellaneous Provisions

(a) Both parties shall provide the other with a written construction schedule for its work within twenty (20) days after entering into a contract for completion of the work.

(b) To the extent applicable, each party shall secure from city or local governing body a substantial completion document, temporary or permanent certificate of occupancy or the local equivalent for its portion of the work. The substantial completion document shall be provided to the other parties representative.

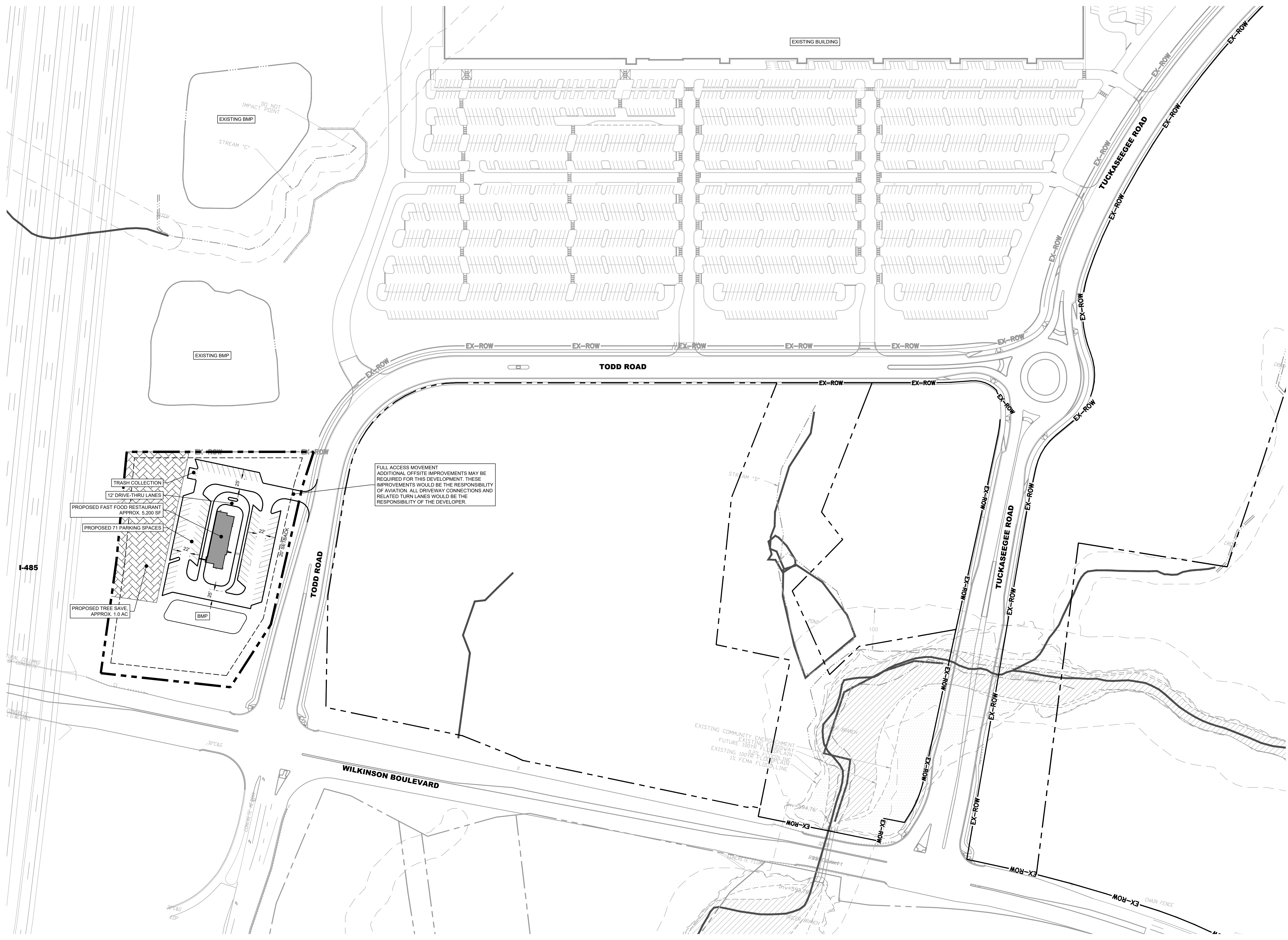
(c) Each party shall bear the initial cost and expense associated with their work completed under this Exhibit and Agreement. However, Lessee shall reimburse City for its actual cost and expense plus interest as set forth in the Agreement.

(d) City will assign a Chief Construction Inspector upon contracting with a general contractor to act as the construction representative of City who is authorized to make decisions relating to the construction of City's Work which shall be binding on City, so long as such decisions do not conflict with the provisions of this Lease. Lessee shall designate a Project Manager and Contract Manager for Lessee who is authorized to make decisions relating to the construction of Lessee's Work which shall be binding on Lessee, so long as such decisions do not conflict with the provisions of the Agreement. No amendment of this Agreement or separate contract will arise from the decisions, conversations, negotiations, or correspondence between the construction

representatives of City and Lessee unless a definitive written agreement has been signed by a duly authorized officer of City and Lessee.

SECTION 5
EXHIBIT C

PROPOSED SITE PLAN



LEGEND	
	PROPOSED TREE SAVE AREA
	PARCEL BOUNDARY
	20' SETBACK LINE

WILKINSON 4 SITE DATA TABLE	
ZONING DISTRICT	B2
SITE AREA	4.84 AC
PROPOSED PARKING	71 SPACES
FRONT SETBACK	20 FEET
SIDE YARD	5 FEET
MAX. FLOOR AREA RATIO	1
TREE SAVE REQUIREMENT	0.73 AC (15% x 4.84 AC)
TREE SAVE PROVIDED	1.00 AC (21% OF SITE AREA)

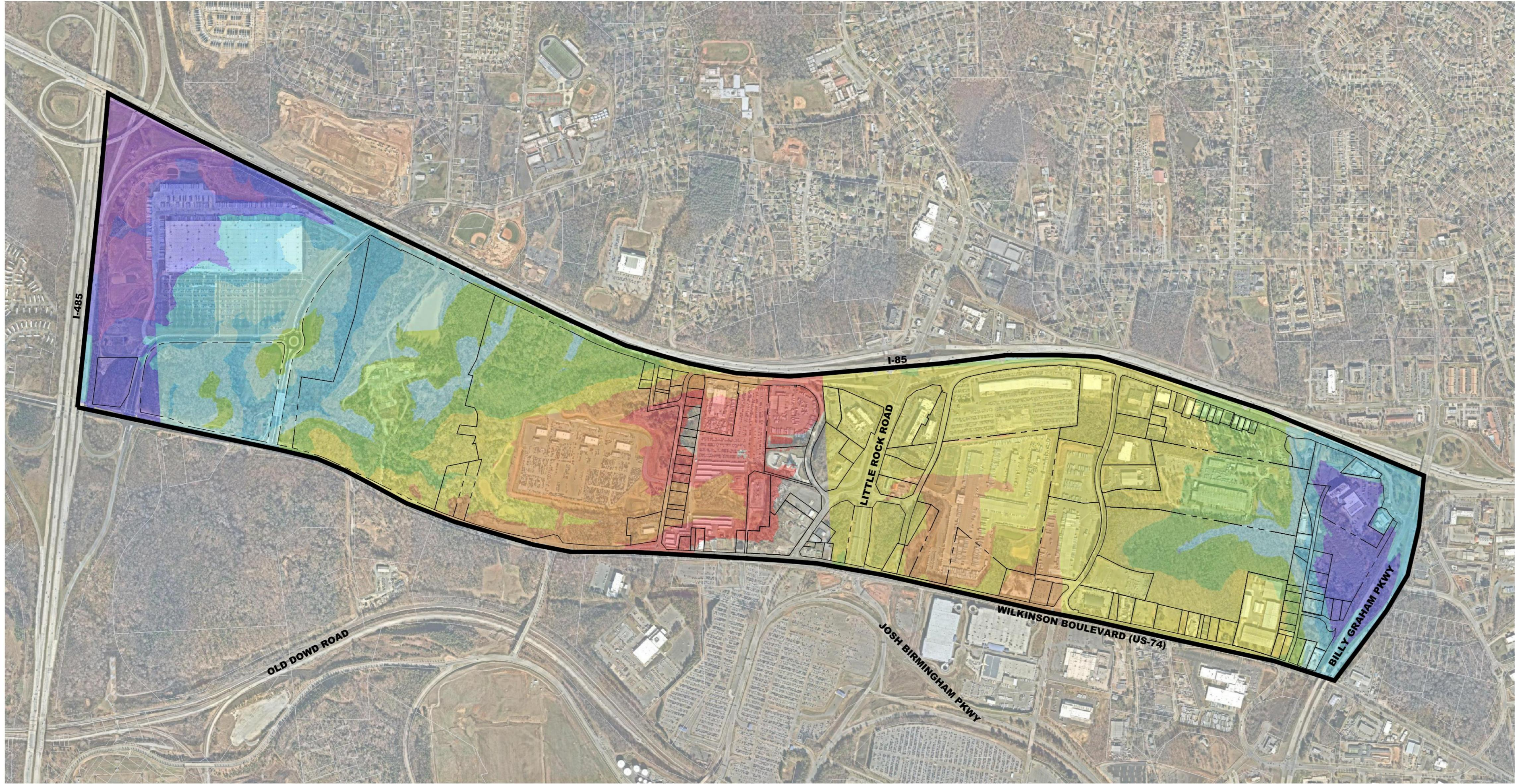
NOTE:
EATING, DRINKING, & ENTERTAINMENT ESTABLISHMENTS WITH
DRIVE-IN SERVICE ALLOWED BY RIGHT

WILKINSON 4 PARKING COUNTS	
	WILKINSON LOT 4
SITE ACREAGE	4.84 AC (2.75 AC BUILDABLE AREA)
AUTO PARKING	71 SPACES
AUTO ACCESS	1 ACCESS POINT

SECTION 6

EXHIBIT D

DEVELOPMENT HEIGHT ASSESSMENT



NOTES:
 THIS EXHIBIT COMPARES THE HARMONIZED SURFACE SCENARIO 1 (ALL SURFACES) ANALYZED BY KIMLEY-HORN AND ASSOCIATES (APRIL 2020) WITH EXISTING GIS TOPOGRAPHIC DATA TO ESTIMATE HEIGHT RESTRICTIONS FOR THE DESTINATION DISTRICT. THIS EXHIBIT IS INTENDED AS A HIGH-LEVEL PLANNING TOOL. PROPERTIES SHOULD BE EVALUATED ON A SITE BY SITE BASIS PRIOR TO DEVELOPMENT.

POTENTIAL DEVELOPABLE HEIGHT		
MIN. HEIGHT (FT)	MAX. HEIGHT (FT)	COLOR
0.00	30.00	Red
30.00	60.00	Orange
60.00	90.00	Yellow
90.00	120.00	Light Green
120.00	150.00	Medium Green
150.00	180.00	Light Blue
180.00	210.00	Medium Blue
210.00	300.00	Purple

SECTION 7
EXHIBIT E

ENVIRONMENTAL ASSESSMENT

JANUARY 2021

Written Re-Evaluation

FOR THE QUATTRO DEVELOPMENT FINAL ENVIRONMENTAL ASSESSMENT FINDING OF NO SIGNIFICANT IMPACT

Charlotte Douglas International Airport

Charlotte, North Carolina

PREPARED FOR

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PREPARED BY

Landrum & Brown, Incorporated

FAA Decision

Having reviewed this written re-evaluation, it is the FAA's decision that the contents of the previously prepared Final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) remain valid. Preparation of a new or supplemental EA is not required. The revised Proposed Action conforms to the actions evaluated under the Final EA and FONSI and there are no substantial changes in the action that are relevant to environmental concerns. Data and analyses contained in the Final EA and FONSI are still substantially valid and there are no significant new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts. Pertinent conditions and requirements of the prior approval have been or will be met in the current action.

Tim Alexander

Responsible FAA Official

01/07/2021

Date

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Acronyms

The following is a list of acronyms used in the EA:

AC	Advisory Circular
APWA	American Public Works Association
BMP	Best Management Practice
CAA	Clean Air Act (as amended in 1990)
CEQ	Council on Environmental Quality
C.F.R.	Code of Federal Regulations
CH ₄	Methane
CLT	Charlotte Douglas International Airport
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
CO ₂	Carbon Dioxide Equivalent
DOT	Department of Transportation
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESA	Environmental Site Assessment
FAA	Federal Aviation Administration
FONSI	Finding of No Significant Impact
GHG	Greenhouse Gas
GWP	Global Warming Potential
N ₂ O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NCDENR	North Carolina Department of Environmental and Natural Resources
NEPA	National Environmental Policy Act of 1969, as amended
NO _x	Nitrogen Oxide
NPL	National Priorities List
NRHP	National Register of Historic Places
O ₃	Ozone
PM _{2.5}	Fine particulate matter (less than 2.5 microns in diameter)
PM ₁₀	Coarse particulate matter (less than 10 microns in diameter)
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
TIS	Traffic Impact Study
USACE	U.S. Army Corps of Engineers
U.S.C.	U.S. Code
USEPA	United States Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
UST	Underground Storage Tank
VOC	Volatile Organic Compound

1 INTRODUCTION AND BACKGROUND

In May 2018, the City of Charlotte Aviation Department (Sponsor) prepared a Draft Environmental Assessment (EA) for the Proposed Quattro Development at the Charlotte Douglas International Airport (CLT). The Draft EA addressed the potential environmental impacts of the proposed development. The Draft EA was prepared in accordance with the requirements of the National Environmental Policy Act (NEPA) [Public Law 91-190, 42 U.S. Code (U.S.C.) 4321-4347], the implementing regulations of the Council on Environmental Quality (CEQ) [40 Code of Federal Regulations (C.F.R.) Parts 1500-1508], and Federal Aviation Administration (FAA) Orders 1050.1F, *Environmental Impacts: Policies and Procedures* and 5050.4B, *National Environmental Policy Act (NEPA), Implementing Instructions for Airport Actions*. A Notice of Availability was published for the Draft EA on May 24, 2018 and written comments on the Draft EA were received through June 22, 2018. The Final EA was submitted to the FAA in July 2018 and the FAA issued a Finding of No Significant Impact (FONSI) on August 27, 2018.

1.1 DESCRIPTION OF PREVIOUSLY APPROVED ACTION

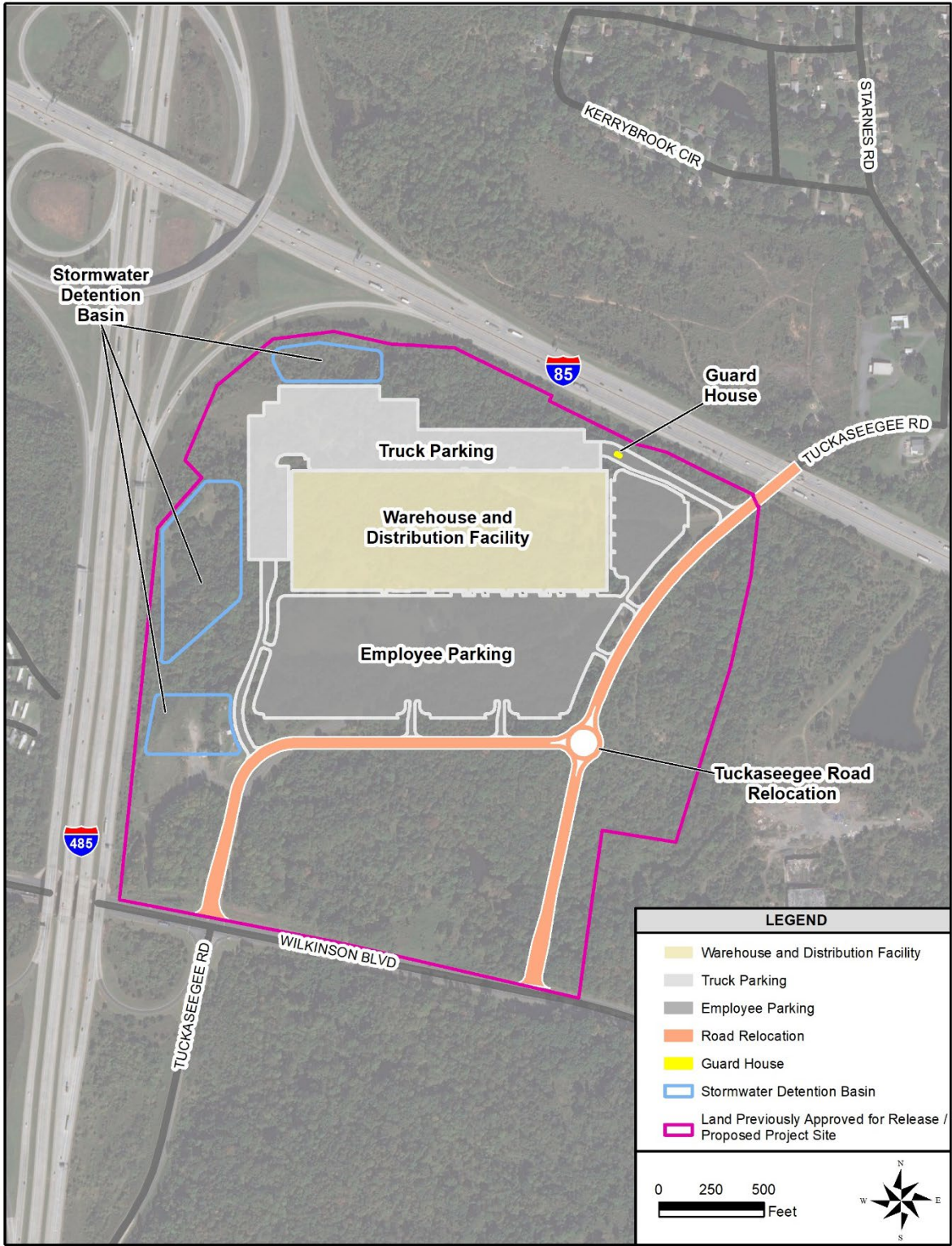
The Proposed Quattro Development (herein referred to as the Previously Approved Action), as described in the July 2018 Final EA, included: (1) the release and disposal of residentially zoned land from the Airport to a private developer and (2) the development and operation of a warehouse and distribution facility at CLT (see **Exhibit 1**).

Development activities included in the Previously Approved Action consisted of:

- Clearing, grading, and tree removal of approximately 82 acres;
- Construction of a warehouse and distribution facility approximately 855,000 square feet;
- Construction of parking lots with approximately 2,500 passenger vehicle spaces, 260 delivery truck spaces, and 105 loading docks;
- Realignment of Tuckaseegee Road with new intersections, a roundabout and entrances to the facility;
- Construction of stormwater detention basins;
- Demolition of seven structures; and
- Construction of a guard house.

As of September 2020, approximately 93 acres of the land proposed for release were released to a private developer and the development activities described as part of the Previously Approved Action were fully implemented, except for the Tuckaseegee Road realignment, which is currently in its last phase of construction.

EXHIBIT 1, PREVIOUSLY APPROVED ACTION



Source: Landrum & Brown, 2020

1.2 DESCRIPTION OF THE CURRENT PROPOSED ACTION

Since the approval and implementation of the Previously Approved Action, the additional development of approximately 22 acres has been proposed within the July 2018 Final EA Proposed Project Site. Because the entire Proposed Project Site was approved for release in the July 2018 Final EA, the Current Proposed Action that is the subject of this Written Re-Evaluation is limited to the additional development and operation of the newly proposed facilities. Development activities included in the Current Proposed Action consist of:

- Clearing, grading, and tree removal of approximately 22 acres;
- Construction of a fast-food restaurant of approximately 5,200 square feet and parking lot of approximately 67,000 square feet;
- Construction of a travel center with a fast-food restaurant of approximately 12,300 square feet, a parking lot of approximately 450,000 square feet with fuel areas;
- Construction of driveway connections and associated roadway improvements; and
- Construction of stormwater detention basins.

1.3 TIMEFRAME

Construction of the Current Proposed Action would begin in September 2021 with a duration of 12 months. It is anticipated that the Previously Approved Action would be fully implemented by September 2021. As such, the Current Proposed Action would not impact the completion of the Previously Approved Action.

1.4 NEED FOR THE WRITTEN RE-EVALUATION

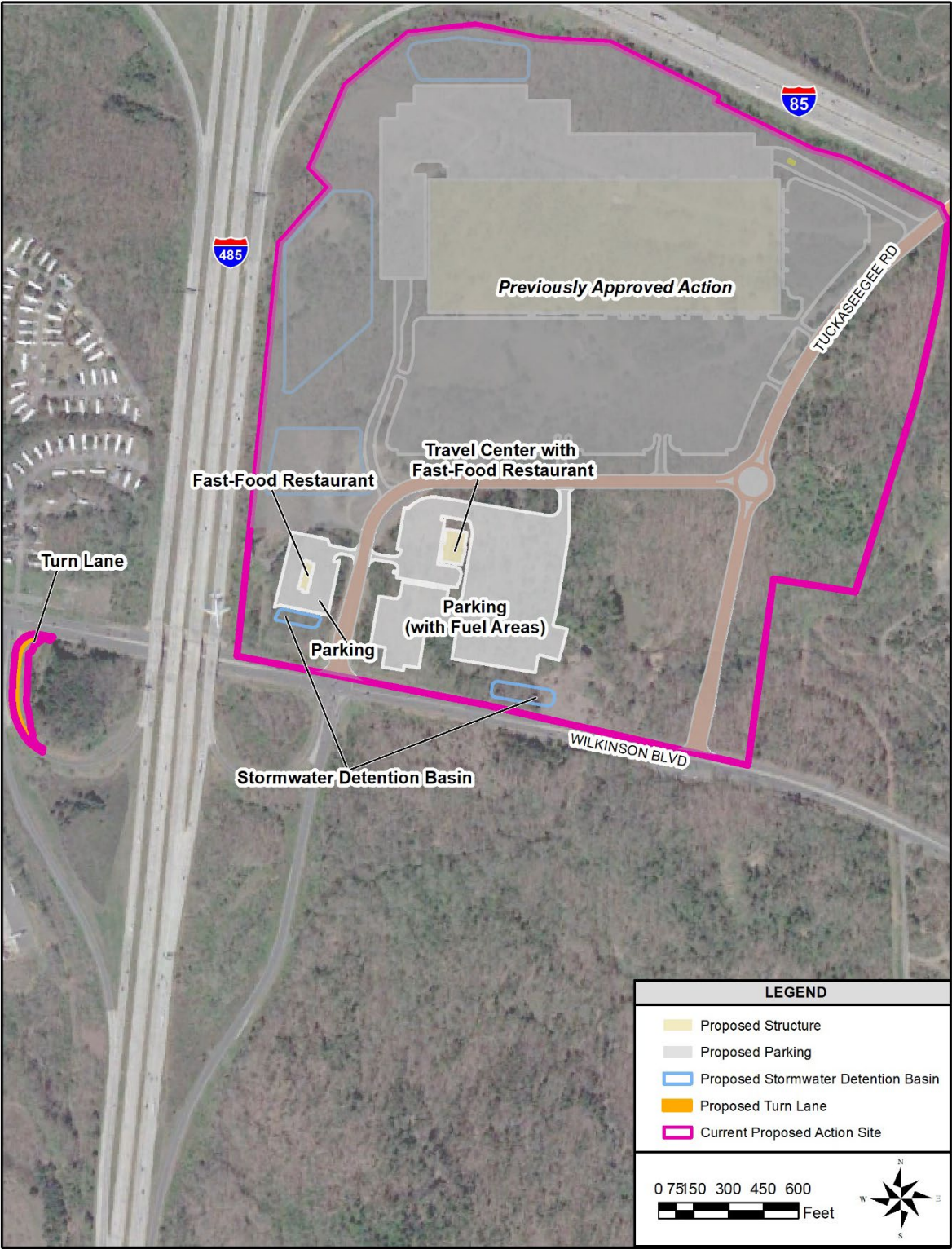
According to FAA Order 1050.1F, Section 9-2, a written re-evaluation is a document used to determine whether the contents of a previously prepared environmental document, such as an EA, remains valid, or if a new or supplemental environmental document is required when there are changes to the Proposed Action, or when there are new circumstances or information. A written re-evaluation is required in this case as set forth in FAA Order 1050.1F Section 9-2, a(2)(a), because there are proposed changes to the Previously Approved Action.

According to FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, a new or supplemental EA is not necessary when it can be documented that:

- The proposed action conforms to plans or projects for which a prior EA and FONSI have been issued or a prior Environmental Impact Statement (EIS) has been filed and there are no substantial changes in the action that are relevant to environmental concerns;
- Data and analyses contained in the previous EA and FONSI or EIS are still substantially valid and there are no significant new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts; and
- Pertinent conditions and requirements of the prior approval have been, or will be, met in the current action.

The following sections address each of those questions.

EXHIBIT 2, CURRENT PROPOSED ACTION



Source: Landrum & Brown, 2020

1.5 ALTERNATIVES CONSIDERED

The July 2018 Final EA carried forward two alternatives for detailed evaluation, the No Action and Proposed Action. Other alternatives were considered, including other sites on Airport that are vacant and available for non-aviation development. A review of potential alternative development sites finds that the Purpose and Need from the July 2018 Final EA and FONSI have not changed and therefore, no other reasonable or feasible alternatives meet the Purpose and Need. As such, the data and analyses prepared for the July 2018 Final EA regarding viable alternatives remains substantially valid.

2 AFFECTED ENVIRONMENT

The Current Proposed Action would mostly occur on Airport property that was previously evaluated and approved for release (herein referred to as the Proposed Project Site) in the July 2018 Final EA. The site of the Current Proposed Action is primarily wooded with grass areas that were previously disturbed and are regularly maintained. As such, the baseline data collected for the July 2018 Final EA is still relevant and representative of existing conditions at the time of this Written Re-Evaluation.

3 ENVIRONMENTAL CONSEQUENCES

As required by the FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, and FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, this Written Re-Evaluation reviews the anticipated environmental impacts associated with the Current Proposed Action to determine if a new or supplemental EA would need to be prepared. The July 2018 Final EA must be re-evaluated to determine whether conclusions formed for each environmental category, when combined with the Current Proposed Action, are still valid.

3.1 AIR QUALITY

The July 2018 Final EA describes the air quality analysis that was conducted for both operational and construction emissions of the Previously Approved Action. The air quality analysis included preparation of emissions inventories that were used to meet the requirements of the general conformity analysis under the Clean Air Act (CAA) and to assess the potential impacts of the Previously Approved Action under NEPA. The analysis showed that the construction and operation of the Previously Approved Action would not cause an increase above the applicable federal *de minimis* thresholds. Therefore, the Previously Approved Action conformed to the State Implementation Plan (SIP) and met applicable requirements under the CAA. As such, it was anticipated that the Previously Approved Action would not create any new violation of the National Primary and Secondary Ambient Air Quality Standards (NAAQS), delay the attainment of any NAAQS, nor increase the frequency or severity of any existing violations of the NAAQS. As a result, no adverse impact on local or regional air quality was anticipated due to the Previously Approved Action.

Current Proposed Action

The Current Proposed Action includes the construction of a fast-food restaurant and travel center with a fast-food restaurant; therefore, there project would not induce or change the number or type of aircraft operations at CLT. However, operation of the Current Proposed Action may increase the number of surface vehicles at the Airport. As such, potential emissions would be both, short term from construction-related activities and long-term from operational activities, including surface vehicle traffic. An emissions inventory was calculated for the Current Proposed Action (see **Appendix A, Air Quality** for more information). The emissions estimated to occur during construction and operation of the Current Proposed Action are provided in **Table 1**.

TABLE 1: ANNUAL EMISSIONS INVENTORY - CURRENT PROPOSED ACTION

EMISSION SOURCES	CRITERIA AND PRECURSOR POLLUTANTS (short tons per year)					
	CO	VOC	NO _x	SO _x	PM ₁₀	PM _{2.5}
	CAA DE MINIMIS THRESHOLDS					
	NA	100	100	NA	NA	NA
Construction	5.9	1.3	4.6	0.0	0.3	0.3
Operation	17.0	2.5	12.4	0.0	0.7	0.6
Total	22.9	3.8	17.0	0.0	1.0	1.0
CAA DE MINIMIS THRESHOLDS EXCEEDED?	NA	NO	NO	NA	NA	NA

NA Not Applicable

Note Total emissions may not sum exactly due to rounding.

Source: Landrum & Brown analysis, 2020.

Mecklenburg County is currently in maintenance for the 8-hour ozone standard. As such, the *de minimis* threshold for VOC and NO_x emissions is 100 tons per year. The emissions inventory demonstrates that the emissions from the Current Proposed Action alone would not cause an increase in air emissions above the applicable *de minimis* thresholds. When these emissions are added to the emissions of the Previously Approved Action, they would still not cause an increase in air emissions above the applicable *de minimis* thresholds. Therefore, the Current Proposed Action conforms to the SIP and the CAA and would not create any new violation of the NAAQS, delay the attainment of any NAAQS, nor increase the frequency or severity of any existing violations of the NAAQS. Furthermore, no adverse impact on local or regional air quality is anticipated due to construction of the Current Proposed Action.

While the construction of the Current Proposed Action would be expected to contribute to fugitive dust in and around the construction site, the developer would ensure that all possible measures would be taken to reduce fugitive dust emissions by adhering to guidelines included in FAA Advisory

Circular (AC), *Standard Specifications for Construction of Airports*.¹ Methods of controlling dust and other airborne particles would be implemented to the maximum possible extent and may include, but not limited to, the following:

- Exposing the minimum area of erodible earth,
- Applying temporary mulch with or without seeding,
- Using water sprinkler trucks,
- Using covered haul trucks,
- Using dust palliatives or penetration asphalt on haul roads, and
- Using plastic sheet coverings.

Based on this air quality analysis, no substantial changes in air quality impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.2 BIOLOGICAL RESOURCES

As stated in the July 2018 Final EA, a biological survey of the Proposed Project Site was conducted in January and March 2018 that documented potential habitat for federally and state endangered Schweinitz's sunflower (*Helianthus schweinitzii*); however, no individuals were observed. Furthermore, pedestrian surveys conducted in April 2018 did not identify individuals of the Schweinitz's sunflower. There are no known populations of Schweinitz's sunflower within 1.0 miles of the Proposed Project Site. Based on the information available, the FAA concluded that the Previously Approved Action would have "no effect" on Schweinitz's sunflower or its critical habitat.

Moreover, the presence of suitable summer roosting habitat was identified within the Proposed Project Site for the federally threatened northern long-eared bat (*Myotis septentrionalis*). However, the final 4(d) rule exempts incidental take of northern long-eared bat associated with activities that occur greater than 0.25 miles from a known hibernation site, and greater than 150 feet from a known, occupied maternity roost during the pup season (June 1 – July 31). Based on the information provided, the U.S. Fish and Wildlife Service (USFWS) determined the project would occur at a location where any incidental take may result from associated activities is exempt under the 4(d) rule. For these reasons, it was determined that the Previously Approved Action would not affect any federal or state listed species or any potential habitat for these species. See **Appendix B, Biological Resources** for more information.

Current Proposed Action

As previously stated, biological surveys and pedestrian surveys conducted in the Proposed Project Site for the July 2018 Final EA identified potential habitat for the federally and state endangered Schweinitz's sunflower but observed no individuals. Additionally, there are no known populations of Schweinitz's sunflower within 1.0 miles of the Proposed Project Site. Therefore, it is anticipated that

¹ FAA Advisory Circular (AC), *Standard Specifications for Construction of Airports, Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control*, AC 150/5370-10H (December 21, 2018).

the Current Proposed Action would have “no effect” on Schweinitz’s sunflower or its critical habitat. According to the USFWS, while there may be suitable summer roosting habitat within the Proposed Project Site, any incidental take that may result from the Current Proposed Action is exempt under the 4(d) rule. Furthermore, no additional Federal and state-species or their habitat have been identified to occur within Mecklenburg County. Therefore, it is anticipated that the Current Proposed Action would not adversely affect any federal or state listed species or any potential habitat for these species, fish, wildlife, or plant communities. As such, no substantial changes in biological resource impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.3 CLIMATE

To assess potential impacts in the July 2018 Final EA, an emissions inventory was prepared of greenhouse gas (GHG) emissions comparing the Previously Approved Action to the No Action alternative of the same timeframe. Based on the analysis presented in the July 2018 Final EA, it was anticipated that the Previously Approved Action would not have an adverse impact to the climate as compared to the No Action alternative.

Current Proposed Action

As previously stated, the Current Proposed Action includes the construction of a fast-food restaurant and travel center with a fast-food restaurant; therefore, the project would not induce or change the number or type of aircraft operations at CLT. However, operation of the Current Proposed Action may increase the number of surface vehicles at the Airport. As such, potential emissions would be both, short term from construction-related activities and long-term from operational activities, including surface vehicle traffic. A GHG emissions inventory was estimated for the Current Proposed Action (see Appendix A, *Air Quality* for more information). The emissions estimated to occur during construction and operation of the Current Proposed Action are provided in **Table 2**.

This estimate is provided for information only as no federal NEPA standard for the significance of GHG emissions from individual projects on the environment has been established. Therefore, it can be asserted no substantial changes to climate impacts would occur from the Current Proposed Action. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

TABLE 2: ANNUAL GHG EMISSIONS INVENTORY – CURRENT PROPOSED ACTION

METRICS	ANNUAL METRIC TONS		
	CO ₂	CH ₄	N ₂ O
Construction	2,972	0.02	0
Operation	1,803	0.06	0
Total	4,776	0.08	0
GWP ₁₀₀	1	34	298
CO _{2e}	4,776	2.87	0.00
CO_{2e} Net Emissions	4,779		

CO₂: Carbon Dioxide

CO_{2e}: Carbon Dioxide equivalent

CH₄: Methane

N₂O: Nitrous oxide

GWP: Global Warming Potential

Total emissions may not sum exactly due to rounding.

Source: L&B Analysis, 2020.

3.4 COASTAL RESOURCES

As described in the July 2018 Final EA, the Airport is not located within a coastal zone. As such, no substantial changes in coastal resource impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.5 DEPARTMENT OF TRANSPORTATION (DOT) ACT: SECTION 4(F) RESOURCES

As stated in the July 2018 Final EA, no Section 4(f) resources were identified within or adjacent to the Proposed Project Site. Therefore, it was anticipated that the Previously Approved Action would not require the use (actual taking or constructive) of any land from a public park, recreation area, wildlife or waterfowl refuge of national, state, or local significance, or land of an historic site of national, state or local significance. For this reason, it was determined that the Previously Approved Action would not result in significant impacts to Section 4(f) resources.

Current Proposed Action

No Section 4(f) resources were identified within the site of the Current Proposed Action, and it is anticipated that the Current Proposed Action would not require the use (actual taking or constructive) of any land from a public park, recreation area, wildlife or waterfowl refuge of national, state, or local significance, or land of an historic site of national, state or local significance. As such, no substantial changes in Section 4(f) resource impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.6 FARMLANDS

As described in the July 2018 Final EA, the Proposed Project Site does not contain farmlands. Because the site of the Current Proposed Action also does not contain farmlands, no substantial changes in farmland impacts would occur. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.7 HAZARDOUS MATERIALS, SOLID WASTE, AND POLLUTION PREVENTION

According to the U.S. Environmental Protection Agency's (USEPA) National Priorities List (NPL) database, there were no properties listed (or potentially listed) on the NPL in the Proposed Project Site. A Phase I Environmental Site Assessment (ESA) was completed to evaluate potential hazardous substances contamination within the Proposed Project Site (see **Appendix C, Hazardous Materials** for the Phase I Executive Summary). The Phase I ESA revealed no evidence of recognized environmental conditions in connection with the property except for the potential for an undocumented release from the apparent heating oil underground storage tank (UST). A business environmental risk was identified and includes the surface debris scattered throughout the project site. Furthermore, the Proposed Project Site has a history of long-term agricultural use which may include the storage and use of beneficial agricultural products such as fungicides, herbicides, and/or fertilizers. For this reason, a potential for encountering hazardous substances and/or groundwater during construction activities was identified while no records or evidence of any ground contaminating events at the site were found. As such, the developer committed to taking steps to ensure that construction activities would be conducted with regard to worker safety and according to all applicable federal, state, and local regulations.

Furthermore, asbestos was anticipated to be encountered during the demolition of the structures within the Proposed Project Site. The developer committed to obtaining the appropriate permits and identifying and pursuing the necessary notifications. For these reasons, it was determined that the Previously Approved Action would not result in significant impacts related to hazardous waste and pollution prevention.

The implementation of the Previously Approved Action was anticipated to generate solid waste. However, the amount of solid waste generated during construction activities was not considered significant nor would it require special considerations for disposal options. All solid waste was anticipated to be accommodated by the five solid waste facilities located within Mecklenburg County. No new sanitary landfills or bird attractants were to be created and no significant changes in collection, control or disposal wastes were anticipated. All solid waste was to be managed under the guidelines set for the by federal, state, or local regulations for solid waste. Recycling was to be considered for any materials produced by construction activities. As such, the increase in solid waste produced was not anticipated to exceed the capability of the waste management system in place. For these reasons, it was determined that the Previously Approved Action would not result in significant impacts related to solid waste.

Currently Proposed Action

The site of the Current Proposed Action does not contain properties in the NPL. Furthermore, the Current Proposed Action would install underground storage tanks USTs and pumps to serve the fuel areas at the travel center. The developer would abide by all applicable regulations when installing and operating the proposed USTs and fuel pumps. Additionally, while no records or evidence of any ground contaminating events at the site were previously identified, a documented potential for encountering hazardous substances and/or groundwater during construction activities was identified. As such, when clearing the site, the developer would be responsible for making sure all storage tanks are closed or abandoned in accordance with state and Federal requirements and any contamination remediation should occur prior to construction.

If hazardous materials, petroleum spills, or any soils that show evidence of petroleum contamination are encountered at the site during construction, all activity will stop and the Fire Marshall, the North Carolina Department of Environment and Natural Resources UST Section of the Mooresville Regional Office, and the USEPA would be contacted for proper policies for management/remediation of impacted area. If 220 pounds of hazardous waste is generated in a calendar month, the Hazardous Waste Section of North Carolina Department of Environmental and Natural Resources (NCDENR) must be notified and the developer must comply with the small quantity generator requirements. If 2,220 pounds of hazardous waste is generated in a calendar month, the Hazardous Waste Section of NCDENR must be notified and the developer must comply with the large quantity generator requirements. As such, no substantial changes in hazardous materials and pollution prevention impacts would occur. Therefore, the data and analysis disclosed in the July 2018 Final EA for hazardous materials and pollution prevention remain substantially valid.

Furthermore, the Current Proposed Action would generate solid waste during construction and operation. However, the amount of solid waste generated would not be significant and would not require any special considerations for disposal options. All solid waste would be accommodated by the five solid waste facilities located within Mecklenburg County. No new sanitary landfills or bird attractants would be created and no significant changes in collection, control or disposal wastes are anticipated. All solid waste would be managed under the guidelines set for the by federal, state, or local regulations for solid waste. Recycling would be considered for any materials produced by construction activities. As such, the increase in solid waste produced would not exceed the capability of the waste management system in place. Therefore, no substantial changes in solid waste impacts would occur. The data and analysis disclosed in the July 2018 Final EA for solid waste remain substantially valid.

3.8 HISTORICAL, ARCHITECTURAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES

As discussed in the July 2018 Final EA, there are no registered properties or properties listed as being eligible for inclusion on the National Register of Historic Places (NRHP) in the Proposed Project Site. The nearest property listed in the North Carolina Register of Historic Places is the W.D. Beatty House located approximately one-mile northeast of the Proposed Project Site on the north side of Interstate 85. However, the North Carolina State Historic Preservation Office (SHPO) determined no historic

resources would be impacted (directly or indirectly) by the Previously Approved Action. See **Appendix D, Historic Resources** for the coordination with the North Carolina SHPO. For these reasons, it was determined that the Previously Approved Action would not result in significant impacts to any properties in or eligible for inclusion in the NRHP.

Current Proposed Action

The site of the Current Proposed Action does not contain properties in or eligible for inclusion in the NRHP. A review of the NRHP confirmed no additional historic resources within one mile of the site of the Current Proposed Action have been identified and the W.D. Beatty House remains the nearest property listed in the North Carolina Register of Historic Places. Therefore, it is anticipated that the Current Proposed Action would not have an impact on any properties in or eligible for inclusion in the NRHP. As such, no substantial changes historical resource impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.9 LAND USE

At the time when the July 2018 Final EA was published, the entire Proposed Project Site was owned by the Airport and was zoned residential. The existing structures on the site previously served as residences, which had been previously relocated per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, an amendment to the original statute became effective April 2, 1989), for noise mitigation purposes. The land uses immediately adjacent to the Proposed Project Site were industrial and served as major transportation corridors. The closest residences were located west of the Proposed Project Site to the west of Interstate 485 and north of the Proposed Project Site north of Interstate 85. These residential areas experience noise levels due to the vehicle traffic on these major transportation corridors. Furthermore, these areas are located under the flight path of Runway 18/36R. For these reasons, it was anticipated that the Previously Approved Action would neither disrupt communities nor require the relocation of residences or businesses. Furthermore, the Previously Approved Action would not be located near or create a wildlife hazard as defined in FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*. Additionally, the Previously Approved Action would not create any open water, wetlands, vegetation or other wildlife attractants. Therefore, it was determined that the Previously Approved Action would not result in significant impacts to land use.

Current Proposed Action

Since the publication of the July 2018 Final EA and implementation of the Previously Approved Action, the zoning of the site of the Previously Approved Action was changed from residential to general business and industrial. Furthermore, 93 acres of the land previously evaluated and approved for release in the Previously Approved Action are now privately owned. The land on which the Current Proposed Action would be constructed is owned by the Airport and is surrounded by major transportation corridors and industrial land uses. The closest residences are to the west of Interstate 485 and south of Interstate 85. This residential area already experiences noise levels due to the vehicle traffic on these major transportation corridors. Furthermore, the area is located under the flight

path of Runway 18/36R. Therefore, the Current Proposed Action would not disrupt communities nor require the relocation of residences or businesses. As such, no substantial changes to land use impacts would occur from the Current Proposed Action. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.10 NATURAL RESOURCES AND ENERGY SUPPLY

As discussed in the July 2018 Final EA, neither the construction nor the operation of the Previously Approved Action would result in a consumption of natural resources that would exceed local supplies. Therefore, it was determined that the Previously Approved Action would result in no significant impacts to natural resources.

Current Proposed Action

The Current Proposed Action includes the construction and operation of a fast-food restaurant and a travel center with a fast-food restaurant. No unusual energy uses were identified that would indicate that the power company or fuel suppliers would have difficulty providing adequate supply to meet the demand of the Current Proposed Action. Furthermore, natural resources that would be used during construction are not in short supply. Based on these findings, it is anticipated that construction and implementation of the Current Proposed Action would not result in demand for natural resources or energy supply in excess of the current supply. As such, no substantial changes to natural resource impacts would occur from the Current Proposed Action. Therefore, the data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.11 NOISE AND NOISE-COMPATIBLE LAND USE

As described in the July 2018 Final EA, the Previously Approved Action would not result in an increase in operations, change fleet mix, or create new flight tracks. While a temporary increase in noise due to construction of the Previously Approved Action would occur, these activities were not expected to result in noise impacts due to the limited amount of time the construction activity would occur and distance to the nearest residence. Additionally, the potential construction noise is not expected to be distinguishable from the general Airport background noise and existing traffic noise. Furthermore, it was determined that the Previously Approved Action would not result in changes to the noise environment at the Airport and did not require a noise analysis per FAA Order 1050.1F or FAA Order 5050.4B. For these reasons, it was determined that the Previously Approved Action would result in no significant impacts to noise.

Current Proposed Action

As previously stated, the Current Proposed Action would not result in an increase in operations, change fleet mix, or create new flight tracks. While the Current Proposed Action would create a temporary increase in noise due to the construction, these activities are not expected to result in noise impacts due to the limited amount of time the construction activity would occur and distance to the nearest residence. Furthermore, the potential construction noise is not expected to be distinguishable from the general Airport background noise and existing traffic noise. Therefore, no substantial changes to the

noise environment would occur from the Current Proposed Action. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.12 SOCIOECONOMICS, ENVIRONMENTAL JUSTICE, AND CHILDREN'S ENVIRONMENTAL HEALTH AND SAFETY RISKS

3.12.1 Socioeconomics

Based on FAA Order 1050.1F, potential impacts considered in the July 2018 Final EA included: inducing substantial economic growth; dividing or disrupting an established community; extensive relocation of housing when sufficient replacement housing is unavailable; extensive relocation of businesses that would cause economic hardship; disruption of local traffic patterns; or substantial loss of the community tax base.

Inducing Growth: As described in the July 2018 Final EA, the construction and implementation of the Previously Approved Action had the potential to benefit the local economy with local jobs through permanent employment, temporary construction-based employment, and induced local spending in the surrounding communities. No adverse socioeconomic impacts were anticipated.

Disruption of Communities, Relocation of Residences, and Relocation of Businesses: As described in the July 2018 Final EA, the Previously Approved Action included the demolition of structures that previously served as residences, which were previously relocated as part of the Airport's noise mitigation program per the Uniform Relocation Act. No homes or businesses were to be acquired and no homes or businesses were proposed for relocation.

Disruptions of Local Traffic Patterns: As described in the July 2018 Final EA, a Traffic Impact Study (TIS) was prepared to describe and measure the impact of traffic generated by the Previously Approved Action on the existing roadway system. Based on coordination with Charlotte Department of Transportation and the North Carolina Department of Transportation, the TIS recommended the construction of a new alignment of Tuckaseegee Road, construction of the new Industrial Drive, and the construction of signalized turn lanes on Wilkinson Boulevard. The Previously Approved Action was anticipated to cause an increase in surface traffic; however, this increase was not anticipated to reduce the level of service on the local roads with the implementation of the recommendations in the TIS. During construction, traffic to and from the site would also increase. Moreover, construction of a new alignment of Tuckaseegee Road would have resulted in temporary closure of the existing Tuckaseegee Road and limited access to Wilkinson Boulevard from the north side of Interstate 85. However, access to Wilkinson Boulevard from the north was to be maintained via Little Rock Road. Additionally, the construction traffic was not anticipated to result in a reduction in the level of service of the local roadways as traffic was to be maintained at all times through the use of flaggers, arrow boards, and traffic control devices in order to reduce any potential congestion on the roads.

Substantial Loss in Community Tax Base: As described in the July 2018 Final EA, the construction and implementation of the Previously Approved Action had the potential to temporarily increase the community tax base through an increase in local employment taxes.

In conclusion, it was determined that the Previously Approved Action would result in no significant socioeconomic impacts.

Current Proposed Action

Inducing Growth: Construction and implementation of the Current Proposed Action has the potential to benefit the local economy with local jobs through permanent employment, temporary construction-based employment, and induced local spending in the surrounding communities. No adverse socioeconomic impacts are anticipated.

Disruption of Communities, Relocation of Residences, and Relocation of Businesses: The Current Proposed Action would occur on Airport property. No homes or businesses would be acquired, and no homes or businesses are proposed for relocation.

Disruptions of Local Traffic Patterns: A TIS was prepared to describe and measure the impact of traffic generated by the Current Proposed Action on the existing roadway system. Based on the TIS, the implementation of the Current Proposed Action would cause an increase in surface traffic. However, the implementation of driveway connections and roadway improvements include the construction of a turn lane on the outer loop of Interstate 485 which would ensure that the increase in surface traffic does not result in a reduction of the level of service on the local roads. Coordination with North Carolina Department of Transportation (NCDOT) is currently ongoing. During construction, construction-related traffic would also increase but is not anticipated to result in a reduction in the level of service of the local roadways. Traffic would be maintained at all times through the use of flaggers, arrow boards, and traffic control devices in order to reduce any potential congestion on the roads.

Substantial Loss in Community Tax Base: The construction and implementation of the Current Proposed Action has the potential to temporarily increase the community tax base through an increase in local employment taxes.

Therefore, the implementation of the Current Proposed Action is not anticipated to result in substantial changes to socioeconomic impacts. The data and analysis disclosed in the 2019 EA remain substantially valid.

3.12.2 Environmental Justice

As stated in the July 2018 Final EA, an environmental justice population is located north of the Proposed Project Site on the north side of Interstate 85. However, no homes or businesses were proposed to be acquired, relocated, or otherwise adversely impacted by the Previously Approved Action. Moreover, the Previously Approved Action was not anticipated to adversely impact minority and/or low-income populations because there were no significant impacts to other environmental impact categories. For these reasons, it was determined that the Previously Approved Action would result in no significant environmental justice impacts.

Current Proposed Action

The site of the Current Proposed Action does not contain environmental justice populations living within or adjacent to the site. Furthermore, no homes or businesses would be acquired, relocated, or otherwise adversely impacted by the Current Proposed Action. Additionally, since there would be no significant impacts to any of the environmental impact categories, the Current Proposed Action would not result in a disproportionately high and adverse impact on any minority or low-income populations. Therefore, the Current Proposed Action is not anticipated to result in substantial changes to environmental justice impacts. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.12.3 Children's Health and Safety Risks

The July 2018 Final EA analysis of air quality and water resources indicated that the Previously Approved Action would not result in air quality, hazardous material, or water resource impacts that would affect children's health or safety. Therefore, it was determined the Previously Approved Action would result in no significant impact to children's environmental health and safety.

Current Proposed Action

According to the air quality analysis presented in this Written Re-Evaluation, the Current Proposed Action would not create air quality conditions that would worsen breathing conditions for children because the Current Proposed Action would not exceed the applicable NAAQS. Furthermore, the Current Proposed Action would also not result in the release of harmful agents into surface or groundwater resources above levels permitted by the local, state, and/or federal regulations. In addition, the Current Proposed Action would occur on Airport property away from any school or playground. As such, there would be no problems unique to children due to the construction and operation of the Current Proposed Action. Therefore, the Current Proposed Action is not anticipated to result in substantial changes to children's health and safety risk impacts. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.13 VISUAL EFFECTS

As stated in the July 2018 Final EA, a change in visual character and an increase in light emissions due to the Previously Approved Action were anticipated. However, the Proposed Project Site was at the time surrounded by major transportation corridors and industrial development. While the closest residential area was located on the west side of Interstate 485, this residential area already experienced light emissions from the roadway. In addition, the lights were to be directed at a downward angle or pointed toward the warehouse and parking areas. Therefore, the Previously Approved Action was not anticipated to result in an increase in light emissions on the closest residential area. Light emissions during construction of the Previously Approved Action were not anticipated to cause any impact to the surrounding areas as most of the construction would occur during daytime hours. For these reasons, it was determined that the Previously Approved Action would result in no significant impacts to light emissions or the visual character of the surrounding area.

Current Proposed Action

The Current Proposed Action would result in a change to visual character and increase light emissions. As of October 2020, the site of the Current Proposed Action is surrounded by major transportation corridors and industrial development. However, the closest residential area is located on the west side of Interstate 485, which already experiences light emissions from the roadway. Furthermore, lights associated with the Current Proposed Action would be directed at a downward angle or pointed toward the restaurants and parking areas. Additionally, light emissions during construction of the Current Proposed Action would be temporary and would occur during daytime hours. As such, the Current Proposed Action is not anticipated to result in substantial changes to light emissions or the visual character of the surrounding area. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.14 WATER RESOURCES

3.14.1 Wetlands

As stated in the July 2018 Final EA, the Previously Approved Action did not require the impact of wetlands. Therefore, it was determined the Previously Approved Action would result in no significant impact to wetlands.

Current Proposed Action

A wetland is located within the site of the Current Proposed Action but is outside the area of disturbance. As such, the wetland would be avoided during construction. Therefore, the Current Proposed Action is not anticipated to result in substantial changes to wetland impacts. The data and analysis disclosed in the July 2018 Final EA remains valid.

3.14.2 Floodplains

As stated in the July 2018 Final EA, a 100-year floodplain is located on the Proposed Project Site. To avoid disturbance to the floodplain, the Tuckaseegee Road Relocation design included a bridge that would span completely over the floodplain. Therefore, the Previously Approved Action was not anticipated to result in an impact on floodplains and would not result in a high probability of loss of human life, have substantial encroachment-associated costs or damage due to flooding, or cause adverse impacts on natural and beneficial floodplain value. The developer was to obtain the required Floodplain Development Permit from Mecklenburg County on the final design of Tuckaseegee Road relocation prior to construction. In addition, the developer was to coordinate with the Charlotte-Mecklenburg Stormwater Services to determine if a hydraulic analysis was to be required on the final design. All structures were to be protected to the regulatory flood protection elevation as described in Mecklenburg County's Flood Damage Prevention Ordinance and 44 C.F.R. 60.3. For these reasons, it was determined the Previously Approved Action would result in no significant impact to floodplains.

Current Proposed Action

As previously stated, a 100-year floodplain is located along the eastern segment of the site of the Current Proposed Action. However, the 100-year floodplain is located outside the area of disturbance for the Current Proposed Action. As such, the Current Proposed Action is not anticipated to result in substantial changes to floodplain impacts. The data and analysis disclosed in the July 2018 Final EA remain valid.

3.14.3 Surface Water and Groundwater

As stated in the July 2018 Final EA, the Previously Approved Action included an increase of 65 acres of impervious surface. Furthermore, the Previously Approved Action required the impact of one intermittent stream (560 linear feet) and one pond (0.13 acres). The main sources of hydrology to the Proposed Project Site are precipitation, surface runoff from adjacent properties, and stormwater culverts. In general, water is collected in two main drainages which flow westward off the site. This function was to remain in place as the stream impacted by this project would be replaced with a box culvert in the same general location. To account for the increase in impervious surface, stormwater detention basins were to be provided along the north and west ends of the site. Therefore, it was anticipated that water quality standards would not be exceeded with implementation of the Previously Approved Action.

To avoid and minimize risk of impact to any surface water and groundwater resources adjacent to the site during construction of the Previously Approved Action, best management practices (BMPs) were implemented. The American Public Works Association (APWA) Section 5100, Site Work and Erosion and Sediment Control was also followed where applicable for erosion and sediment control. Some of the BMPs considered for implementation included the following:

- The use of silt fences, silt containment barrier, filter sock, rock lined drainage channels, erosion control matting, and establishing vegetation;
- The storage of fuel, herbicides and other liquids in areas where spills would not enter a stream or watercourse. All containers would be closed when not in use; and
- Development of a re-vegetation plan for the areas to be cleared and graded to support construction efforts.

For these reasons, it was determined the Previously Approved Action would result in no significant impacts to surface water and groundwater resources. See **Appendix E, Water Resources** for coordination with the USACE.

Current Proposed Action

The construction and implementation of the Current Proposed Action would result in an increase of approximately 13 acres of impervious surfaces. This represents an increase of 19 percent above the increase of impervious surfaces of the Previously Approved Action. To account for this increase, stormwater detention basins would be provided. Furthermore, there are no surface waters within the area of disturbance of the Current Proposed Action and the project's implementation would not require surface water impacts. Additionally, no wild and scenic rivers are present in Mecklenburg County.

To avoid and minimize risk of impact to any surface water and groundwater resources adjacent to the site during construction, BMPs would be implemented. APWA Section 5100, *Site Work and Erosion and Sediment Control* would also be followed where applicable for erosion and sediment control. Some of the BMPs to be considered for implementation include the following:

- The use of silt fences, silt containment barrier, filter sock, rock lined drainage channels, erosion control matting, and establishing vegetation;
- The storage of fuel, herbicides and other liquids in areas where spills would not enter a stream or watercourse. All containers would be closed when not in use; and
- Development of a re-vegetation plan for the areas to be cleared and graded to support construction efforts.

Therefore, the Current Proposed Action would result in no substantial changes to surface water impacts. The data and analysis disclosed in the July 2018 Final EA remain substantially valid.

3.15 CUMULATIVE IMPACTS

The July 2018 Final EA concluded that the cumulative environmental impact of the Previously Approved Action and other projects was expected to be minimal because no potentially significant impacts were identified and any non-significant impacts during construction would be temporary.

Current Proposed Action

The construction schedule of the Current Proposed Action could overlap with the construction of other potential projects at CLT, including the recently approved north end-around taxiway and crossfield taxiway and deice pad. Based on the analysis conducted for this Written Re-Evaluation, the development of the Current Proposed Action would not cause any significant adverse environmental impacts. The following environmental categories were also assessed for their potential to combine to cause cumulatively significant impacts: air quality, hazardous materials & solid waste, natural resources & energy, and water resources.

Air Quality: The Current Proposed Action would not result in operational or construction related emissions that equal or exceed the applicable *de minimis* thresholds, or increase the frequency or severity of any existing violations of the national standards. The projected net emissions during the construction and operation are well below applicable *de minimis*. Therefore, the Current Proposed Action would not be expected to combine with other projects to cause a significant impact to air quality.

Hazardous Materials & Solid Waste: The Current Proposed Action would not generate hazardous materials and is not expected to create a hazardous condition. Any hazardous materials and solid waste that would be removed during construction would be handled and disposed of per applicable regulations. Therefore, no significant cumulative impacts related hazardous materials and solid waste would be expected to occur.

Natural Resources & Energy: The Current Proposed Action would result in the use of natural resources during construction and fuel during construction and operation. No significant use of these resources was identified that would exceed local supplies when combined with the needs of other projects.

Water Resources: No surface or groundwater resources would be directly impacted by the Current Proposed Action. There would be a minimal change in the amount of impervious surface area and stormwater runoff, which would be minimized by the implementation of stormwater basins. Therefore, there would be no potential for cumulative effects to water resources or water quality.

Based on the information presented above, the Current Proposed Action would result in no substantial changes to cumulative impacts. The findings of the July 2018 Final EA related to cumulative impacts remain valid.

Appendix A, Air Quality

AIR QUALITY

The Clean Air Act (CAA), as amended in 1990, defines a non-attainment area (NAA) as a geographic region that has been designated as not meeting one or more of the National Ambient Air Quality Standards (NAAQS). Charlotte Douglas International Airport (CLT) is located within Mecklenburg County, North Carolina. In the past, Mecklenburg County was designated as nonattainment for CO; however, on September 18, 1995, the U.S. Environmental Protection Agency (USEPA) determined the area had attained the CO standard and the County operated under a maintenance plan that expired in 2015. Furthermore, Mecklenburg County was designated as nonattainment for 8-hour ozone; however, the USEPA determined the area had attained the ozone standard on August 27, 2015 and the region was redesignated to attainment for these pollutants. The area now operates under a maintenance plan for 8-hour ozone.¹

Short-term temporary air quality impacts would be caused by construction of the Current Proposed Action expected to begin September 2021 with a duration of 12 months. A construction emissions inventory was calculated for the Current Proposed Action using the Airport Construction Emissions Inventory Tool (ACEIT) to develop usage of construction equipment and the USEPA's MOVES 2014a emission factors for Mecklenburg County. Long-term air quality emissions would be caused by the addition of approximately 6,308 passenger vehicles and 1,695 trucks per day by the operation of the Current Proposed Action. Surface vehicle emissions were estimated using MOVES 2014a. The emissions estimated to occur during construction and operation of the Current Proposed Action are provided in **Table 1**.

Table 1
EMISSIONS INVENTORY
Charlotte Douglas International Airport

YEAR	CRITERIA AND PRECURSOR POLLUTANTS (SHORT TONS PER YEAR)					
	CO	VOC	NO _x	SO _x	PM ₁₀	PM _{2.5}
	CAA DE MINIMIS THRESHOLDS					
	N/A	100	100	N/A	N/A	N/A
Construction	5.9	1.3	4.6	0.0	0.3	0.3
Operation	17.0	2.5	12.4	0.0	0.7	0.6
Total	22.9	3.8	17.0	0.0	1.0	1.0
Exceed Threshold?	N/A	NO	NO	N/A	N/A	N/A

Source: Landrum & Brown Analysis, 2020.

The air quality assessment demonstrates that the Current Proposed Action would not cause an increase in air emissions above the applicable *de minimis* thresholds. Therefore, the Current Proposed Action conforms to the State Implementation Plan (SIP) and the CAA and would not create any new violation of the NAAQS, delay the attainment of any NAAQS, nor increase the

¹ USEPA, North Carolina Nonattainment/Maintenance Status for Each County by Year for All Criteria Pollutants, Current as of August 31, 2020. Available online at: https://www3.epa.gov/airquality/greenbook/anayo_nc.html Accessed September 18, 2020.

frequency or severity of any existing violations of the NAAQS. As a result, no adverse impact on local or regional air quality is anticipated due to construction.

CLIMATE

Although there are no federal standards for aviation-related greenhouse gas (GHG) emissions, it is well established that GHG emissions can affect climate. The council on Environmental Quality (CEQ) has indicated that climate should be considered in NEPA analyses.

Table 2 provides an estimate of the total GHG construction and operational emissions inventory. These estimates are provided for information only as no Federal NEPA standard for the significance of GHG emission from individual projects on the environment has been established.

Table 2
GHG EMISSIONS INVENTORY
Charlotte Douglas International Airport

METRICS	GHG POLLUTANT EMISSIONS (METRIC TONS)		
	CO ₂	CH ₄	N ₂ O
Construction	2,972	0.02	0
Operation	1,803	0.06	0
Total	4,776	0.08	0
<i>GWP₁₀₀</i>	<i>1</i>	<i>34</i>	<i>298</i>
CO _{2e}	4,776	2.87	0.00
CO_{2e} Net Emissions	4,779		

Notes: CO₂ = Carbon Dioxide, CO_{2e} = Carbon Dioxide equivalent, CH₄ = Methane, N₂O = Nitrous oxide, GWP: Global Warming Potential

Total emissions may not sum exactly due to rounding.

Source: Landrum & Brown Analysis, 2020.

Appendix B, Biological Resources



CAROLINA WETLAND SERVICES, INC.
550 E. Westinghouse Blvd.
Charlotte, NC 28273
704-527-1177 (office)
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March 1, 2018

Joe Scarborough
Seefried Industrial Properties, Inc.
3333 Riverwood Parkway, Suite 200
Atlanta, Georgia 30339

**Subject: Protected Species Habitat Assessment Report
Project Quattro/CLT Land
Charlotte, North Carolina
CWS Project No. 2017-0565**

Dear Mr. Scarborough,

Seefried Industrial Properties, Inc. has contracted Carolina Wetland Services, Inc. (CWS) to provide a protected species habitat assessment for the Project Quattro/CLT Land site. The Project Quattro/CLT Land site (Mecklenburg County Tax Parcel Numbers are available on request) is approximately 158 acres in extent and is located north of the Charlotte Douglas International Airport along Tuckaseegee Road to the southeast of the I-485 and I-85 intersection in unincorporated Mecklenburg County (Figure 1).

Methods

In-office Desktop Review

To determine which protected species are listed as occurring or potentially occurring within the project vicinity and prior to conducting the on-site field investigation, CWS consulted the United States Fish and Wildlife Service's (USFWS) Endangered and Threatened Species and Species of Concern by County for North Carolina online database for Mecklenburg County¹. In addition, CWS performed a data review using the North Carolina Natural Heritage Program (NCNHP) Data Explorer² on January 3, 2018 to determine if any record occurrences of federally-listed, candidate endangered, threatened species, or critical habitat are located within the project limits.

Typical habitat requirements for listed species was discerned from multiple USFWS³ and NCNHP⁴ online resources including, but not limited to, specific USFWS species profiles, recovery plans, NCNHP's Guide to Federally Listed Endangered and Threatened Species of North Carolina, and List of the Rare Plant Species of North Carolina. United States Department of Agriculture - Natural Resources Conservation Service (USDA-NRCS) Web Soil Survey of

¹ United States Fish and Wildlife Service, Raleigh Field Office. Accessed March 9, 2018. Endangered and Threatened Species and Species of Concern by County for North Carolina. <https://www.fws.gov/raleigh/species/cntylist/mecklenburg.html>

² North Carolina Natural Heritage Data Explorer. Accessed January 3, 2018. <https://ncnhde.natureserve.org/>.

³ U.S. Fish and Wildlife Service. 2006. Optimal Survey Windows for North Carolina's Federally Threatened and Endangered Plant Species. http://www.fws.gov/nces/es/plant_survey.html. Accessed March 9, 2018.

⁴ Buchanan, M.F. and J.T. Finnegan. 2010. Natural Heritage Program List of the Rare Plant Species of North Carolina. NC Natural Heritage Program, Raleigh, NC. Accessed from https://www.fws.gov/raleigh/species/cntylist/nc_counties.html

Mecklenburg County⁵ and aerial imagery were also reviewed for potential habitat communities of listed species within the project vicinity (Figures 2 and 3).

Field Survey

CWS scientists Daniel Roberts, Project Scientist, and Megan Shelton, Staff Scientist I, conducted a pedestrian habitat assessment of the project area on January 2, and March 9, 2018. Potential habitat for potentially occurring federally-protected species that was identified during the desktop review was assessed in the field for the quality of physical and/or biological features essential to the conservation of the applicable species. Additionally, during the pedestrian habitat assessment, areas were reviewed for applicable federally protected species; however, formal surveys were not conducted. Identification references for natural communities include The National Land Cover Database (2011)⁶.

Results

Based on the NCNHP data explorer review, there are no current records of federally-protected species within the project limits or within a mile of the project limits (Attachment A). The USFWS lists seven federally protected species for Mecklenburg County (Table 1). An official species list has not been obtained from the USFWS Asheville Field Office.

Table 1. Unofficial List of Federally-Protected Species Potentially Occurring within the Project Quattro/CLT Land Site, Mecklenburg County, NC.

Major Group	Scientific Name	Common Name	Federal Status*	Record Status
Plant	<i>Helianthus schweinitzii</i>	Schweinitz's sunflower	E	Current
Plant	<i>Echinacea laevigata</i>	Smooth coneflower	E	Current
Plant	<i>Rhus michauxii</i>	Michaux's sumac	E	Current
Animal	<i>Lasmigona decorata</i>	Carolina heelsplitter	E	Current
Animal	<i>Bombus affinis</i>	Rusty-patched bumble bee	E	Historic
Animal	<i>Myotis septentrionalis</i>	Northern-long-eared bat	T	Current
Animal	<i>Haliaeetus leucocephalus</i>	Bald eagle	BGPA	Current

* E - Endangered, T - Threatened, BGPA - Bald and Golden Eagle Protection Act

Six terrestrial community types were identified within the project area during the field survey. These community types consist of mixed forest, deciduous forest, herbaceous land, pasture, low intensity developed areas, and actively maintained road side right-of-ways (Figure 3). Of the identified on-site community types, herbaceous land, pasture, and actively maintained road side right-of-ways are considered potential habitat for federally threatened or endangered species

⁵ United States Department of Agriculture, 2017. Web Soil Survey of Mecklenburg County, North Carolina. Accessed 3/9/18. Source: <https://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>

⁶ MLRC. National Land Cover Database, 2011. https://www.mrlc.gov/nlcd11_leg.php

that could potentially occur within the project limits. A brief description of each species habitat requirements and determination of effect findings are listed below by species.

Schweinitz's sunflower (*Helianthus schweinitzii*)

Habitat Description:

Schweinitz's sunflower is a perennial herb with yellow rays and yellow centers. They can reach heights of five feet. Populations are limited to the piedmont of North and South Carolina. It has been listed as an Endangered species under the ESA since 1991.⁷ The typical habitat for this plant includes roadsides, old pastures, transmission line right-of-ways, open areas, either natural or human-maintained habitats, or edges of upland woods. Major characteristics of soils associated with suitable Schweinitz's sunflower habitat include thin soils, soils on upland interstream flats or gentle slopes, soils that are clay like in both composition and texture (and often with substantial rock fragments), soils that have a high shrinkage swell capacity, and those which vary over the course of the year from very wet to very dry.

Biological Analysis:

Potential on site habitat for this species is limited to herbaceous land and actively maintained road side right-of-ways along Todd Road and pasture and low intensity developed areas found off of Tuckaseegee Road (Figure 3, Photographs 1 and 2, attached). The desktop review and field survey assessment determined that these areas have the proper soils, slopes, and occasional disturbances to potentially support Schweinitz's sunflower. While no individuals of Schweinitz's sunflower or other *Helianthus* species were observed during the field assessment on January 2, and March 9, 2018, this survey was conducted outside the optimal survey window of late August to October. However, plant remnants identifiable to genera can often be seen after flowering (personal observation). Although no known population records of the species occurs within one mile of the project area in the NHP database, potential habitat is present, which leads **CWS to conclude that the project might affect the Schweinitz's sunflower and a targeted species survey may be required to make a conclusive biological determination.**

Smooth coneflower (*Echinacea laevigata*)

Habitat Description:

Smooth coneflower is a tall, perennial herbaceous plant found in areas with abundant sunlight where competition in the herbaceous layer is minimal. It has been federally listed as Endangered under the ESA since 1992.⁸ Typical habitat for this plant includes meadows, open woodlands, the ecotonal regions between meadows and woodlands, cedar barrens, dry limestone bluffs, clear cuts, and roadside and utility rights-of-way. In North Carolina, the species normally grows in magnesium- and calcium- rich soils associated with gabbro and diabase parent material, and typically occurs in Iredell, Misenheimer, and Picture soil series. It grows best where there is abundant sunlight, little competition in the herbaceous layer, and periodic disturbances (e.g., regular fire regime,

⁷ United States Fish and Wildlife Services. 1991. Endangered and Threatened Wildlife and Plants; *Helianthus schweinitzii* (Schweinitz's sunflower) Determined to be Endangered. http://ecos.fws.gov/docs/federal_register/fr1852.pdf.

⁸ United States Fish and Wildlife Services. 1992. Endangered and Threatened Wildlife and Plants; *Echinacea laevigata* (Smooth Coneflower) Determined to be Endangered. http://ecos.fws.gov/docs/federal_register/fr2140.pdf.

well-timed mowing, careful clearing) that prevents encroachment of shade-producing woody shrubs and trees. On sites where woody succession is held in check, it is characterized by a number of species with prairie affinities.

Biological Analysis:

A NCNHP data record review revealed that there are no current occurrences for this species within the project limits, or within a one-mile radius of the project (Attachment A). Though disturbed open areas conducive to early succession species are present in the project area, these areas consist of saprolite and residuum weathered soils, absent of magnesium and calcium and are therefore not suitable for smooth coneflower (Photograph 3 attached).⁹ Due to the lack of habitat and known occurrences, **CWS concludes that this project will not affect smooth coneflower.**

Michaux's sumac (*Rhus michauxii*)

Habitat Description:

Michaux's sumac is a rhizomatous shrub. It is densely hairy with compound leaves exhibiting evenly-serrated leaflets. Flowers are small, greenish to white, in terminal clusters. Fruits are red drupes produced from August to October. It has been listed as an Endangered species under the Endangered Species Act (ESA) since 1989.¹⁰ It is found on the coastal plains of Virginia to Florida, with most populations occurring in North Carolina. It prefers sandy or rocky open woods with basic soils, as well as, highway right-of-ways, roadsides, or edges of artificially-maintained clearings.

Biological Analysis:

A NCNHP data record review revealed that there are no current occurrences for this species within the project limits, or within a one-mile radius of the project (Attachment A). Though disturbed open areas conducive to early succession species are present in the project area, these areas consist of acidic Enon and Wilkes soils that are not suitable for Michaux's sumac (Figure 2). Additionally the Raleigh Ecological Services Field Office states in its Michaux's sumac profile page that the species is considered historic in Mecklenburg County¹¹. Due to the lack of habitat and known occurrences, **CWS concludes that this project will not affect Michaux's sumac.**

Carolina heelsplitter (*Lasmigona decorata*)

Habitat Description:

The Carolina heelsplitter was historically known from several locations within the Catawba and Pee Dee River systems in North Carolina and the Pee Dee and Savannah River systems, and possibly the Saluda River system in South Carolina. In North Carolina, the species is now known only from a handful of streams in the Pee Dee and Catawba River systems. The species exists in very low abundances, usually within 6 feet of shorelines, throughout its known range. The general habitat requirements for the Carolina heelsplitter are shaded areas in large rivers to small streams, often burrowed

⁹ United States Department of Agriculture, 2017. Web Soil Survey of Mecklenburg County, North Carolina. Accessed 12/28/17. Source: <https://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>

¹⁰ United States Fish and Wildlife Services. 1989. Endangered and Threatened Wildlife and Plants; Determination of Endangered Status for *Rhus michauxii* (Michaux's sumac). http://ecos.fws.gov/docs/federal_register/fr1601.pdf.

¹¹ Suiter, Dale. Fish and Wildlife Biologist. Raleigh Ecological Services Field, USFWS. Michaux's Sumac Species Profile page. Last updated August 24, 2017. Accessed January 3, 2018 https://www.fws.gov/raleigh/species/es_michauxs_sumac.html

into clay banks between the root systems of trees, or in runs along steep banks with moderate current. Recently, the Carolina heelsplitter has been found in sections of streams containing bedrock with perpendicular crevices filled with sand and gravel, and with wide riparian buffers.¹²

Biological Analysis:

A pedestrian foot survey conducted on January 2, and March 9, 2018 revealed that three of the four on-site streams originate on-site and are connected to downstream waters via a pipe, which does not provide a suitable connection to downstream waters that Carolina heelsplitter could utilize during its matting phase (Photograph 4 and 5). Ticer Branch is highly incised with kudzu as the main vegetation along the banks. The lack of bank stabilization due to poor vegetation has resulted in highly unstable banks and stream bottoms, and instability throughout the stream has caused high amounts of sediment to flow into the stream, resulting in high turbidity, which is not conducive habitat for the Carolina heelsplitter (Photograph 6). Due to the breaks in biological connectivity to downstream waters, highly turbid waters, and a lack of well shaded in stream microhabitats **CWS concludes that this project will not affect the Carolina heelsplitter.**

Rusty Patched Bumble Bee (*Bombus affinis*)

The Rusty patched bumble bee was listed as Endangered under the ESA in January 2017.¹³ Rusty patched bumble bees once occupied grasslands and tallgrass prairies of the Upper Midwest and Northeast, but most grasslands and prairies have been lost, degraded, or fragmented by conversion to other uses. According to USFWS guidance, “the rusty patched bumble bee is likely to be present in scattered locations that cover only about 0.1% of the species’ historical range. It is within these limited areas USFWS recommend that federal agencies and others consider the need to consult with the Service on the potential effects of their actions or the potential need for an incidental take permit under section 10(a)(1)(B). For the remaining 99.9% of the historical range, USFWS advise agencies and others that this bumble bee is not likely to be present and that consultations or incidental take coverage is not necessary.”¹⁴ According to USFWS’ Rusty Patched Bumble Bee Interactive Map, Mecklenburg County is not within the 0.1% historical range as no high potential zones or low potential zones are present within Mecklenburg County. **Therefore, the proposed project will not affect the rusty-patched bumble bee.**

Northern long-eared bat (*Myotis septentrionalis*)

The northern long-eared bat (NLEB) is one of the species of bats most impacted by the white-nose syndrome disease. Summer habitat (roosting habitat) of the NLEB includes forests and woodlots containing live trees and/or dead snags greater than three inches diameter at breast height with cavities or crevices. Winter habitat (hibernacula) of the NLEB includes caves,

¹² NCDOT TE Animal Habitat Descriptions. 2015. https://connect.ncdot.gov/resources/Environmental/Compliance%20Guides%20and%20Procedures/TE%20Animal%20Habitat%20Descriptions%20Mar_6_2015.pdf

¹³ United States Fish and Wildlife Services. <https://www.fws.gov/midwest/endangered/insects/rpbb/index.html>

¹⁴ United States Fish and Wildlife Services. <https://www.fws.gov/midwest/endangered/insects/rpbb/index.html>

mines, rocky areas, or structures that mimic similar conditions such as culverts greater than 48-inch in diameter.¹⁵ The NLEB was listed as Threatened (T) on April 2, 2015.

A Standard Local Operating Procedure for Endangered Species Act Compliance (SLOPES) was established for NLEB between the USFWS Asheville and Raleigh Ecological Offices and the United States Army Corps of Engineers (USACE), Wilmington District, on January 31, 2017.¹⁶ This SLOPES defines how the USACE will make determinations of effect to the NLEB on projects in which the USACE is the lead federal agency. Alternative Local Procedure 2 (ALP 2) applies for the Project Quattro/CLT Land site as the action area is within range of the NLEB,¹⁷ the action area is located outside of a red 12-digit HUC as defined by the Asheville Ecological Services Field Office,¹⁸ and consultation by the USACE is required on other listed species or critical habitat.

The final 4(d) rule exempts incidental take of NLEB associated with activities that occur greater than 0.25 miles from a known hibernaculum site and greater than 150 feet from a known, occupied maternity roost from June 1-July 31. In accordance with ALP 2 and the final 4(d) rule (effective as of February 16, 2016), any incidental take that may result from associated activities is exempt under the 4(d) rule. **Therefore, this project is exempt under the 4(d) rule.**

Bald eagle (*Haliaeetus leucocephalus*)

The Bald and Golden Eagle Protection Act,¹⁹ enacted in 1940, prohibits anyone, without a permit issued, from "taking" bald eagles, including their parts, nests, or eggs. Habitat for the bald eagle includes cliffs and forested areas typically within 1.0 mile of estuaries, large lakes, reservoirs, rivers, seacoast, and as they become more abundant, stands of undisturbed forest.

A desktop-GIS assessment of the project study area, as well as the area within a 1 mile radius of the project limits, was performed on December 28, 2017 using 2016 color aerials. No water bodies large enough or sufficiently open to be considered potential feeding sources were identified. Since there was no foraging habitat within the review area, a survey of the project study area and the area within the project limits was not conducted. Additionally, a review of the NCNHP database on January 03, 2018 revealed no known occurrences of this species within 1.0 mile of the project study area. Due to the lack of habitat, known occurrences, and minimal impact anticipated for this project, **CWS concludes that this project will not affect this species.**

Summary

Based on the literature search and the results of the on-site assessment for suitable habitat of federally-protected endangered, threatened, and candidate species, suitable habitat was not observed within the project limits for the smooth coneflower, Michaux's sumac, bald eagle, and Carolina heelsplitter. Suitable habitat was observed for Schweinitz's sunflower. Additionally, the project area is not located within the 0.1% historical range of the rusty-patched bumble bee.

¹⁵ United States Fish and Wildlife Service. 2016. 4(d) Rule for the Northern Long-Eared Bat; Final rule. <https://www.gpo.gov/fdsys/pkg/FR-2016-01-14/pdf/2016-00617.pdf>

¹⁶ USACE http://saw-reg.usace.army.mil/NLEB/1-30-17-signed_NLEB-SLOPES&apps.pdf

¹⁷ The U.S. Fish and Wildlife Service (USFWS) 2016. <https://www.fws.gov/midwest/endangered/mammals/nleb/pdf/WNSZone.pdf>

¹⁸ The U.S. Fish and Wildlife Service (USFWS) 2016. Northern Long-Eared Bat.

¹⁹ <https://www.fws.gov/midwest/MidwestBird/eaglepermits/bagepa.html>

CWS has concluded that activities within the project area will not directly or indirectly jeopardize the continued existence of smooth coneflower, Michaux's sumac, bald eagle, rusty-patched bumble bee, and Carolina heelsplitter. However, Schweinitz's sunflower **might** be affected. Additionally, based on the project area location, no tree removal activities will occur within a 150-foot radius of a known, occupied NLEB maternity roost from June 1-July 31 and no trees will be removed within 0.25 miles of a known hibernaculum at any time of year. Therefore, any incidental take on NLEB that may result from associated activities is exempt under the 4(d) rule and notifications will follow the SLOPES agreement²⁰. Biological determinations requirements for federally protected species are summarized in Table 2 (below).

Table 2. Biological Determination Requirements Summary Table for Federally Protected Species

Scientific Name	Common Name	Federal Status*	Effect on Listed Species	Biological Determination Required
<i>Helianthus schweinitzii</i>	Schweinitz's sunflower	E	Might Affect	Yes
<i>Echinacea laevigata</i>	Smooth coneflower	E	Will Not Affect	No
<i>Rhus michauxii</i>	Michaux's sumac	E	Will Not Affect	No
<i>Lasmigona decorata</i>	Carolina heelsplitter	E	Will Not Affect	No
<i>Bombus affinis</i>	Rusty-patched bumble bee	E	Will Not Affect	No
<i>Myotis septentrionalis</i>	Northern-long-eared bat	T	Exempt/Excepted	Yes**
<i>Haliaeetus leucocephalus</i>	Bald eagle	BGPA	Will Not Affect	No

* E - Endangered, T - Threatened, BGPA - Bald and Golden Eagle Protection Act

** - Required in accordance with SLOPES, ALP 2 agreement.

²⁰ http://www.fws.gov/asheville/htmls/project_review/NLEB_in_WNC.html

A biological assessment was not conducted for this project. All biological determinations of effect represent the best professional opinion of CWS and are not official determinations of effect. It is the responsibility of the lead federal agency to render an official determination of effect. Should the lead federal agency agree with CWS's initial findings of no effect, then no USFWS consultation is required to comply with Section 7 of the Endangered Species Act. Should the lead federal agency's determination of effect differ from the findings of CWS, formal or informal consultation with USFWS may be required.

Thank you for the opportunity to provide these services on this important project. Please do not hesitate to contact Daniel Roberts at 704-527-1177 ex. 707 or daniel@cws-inc.net should you have any questions or comments regarding this report.

Sincerely,

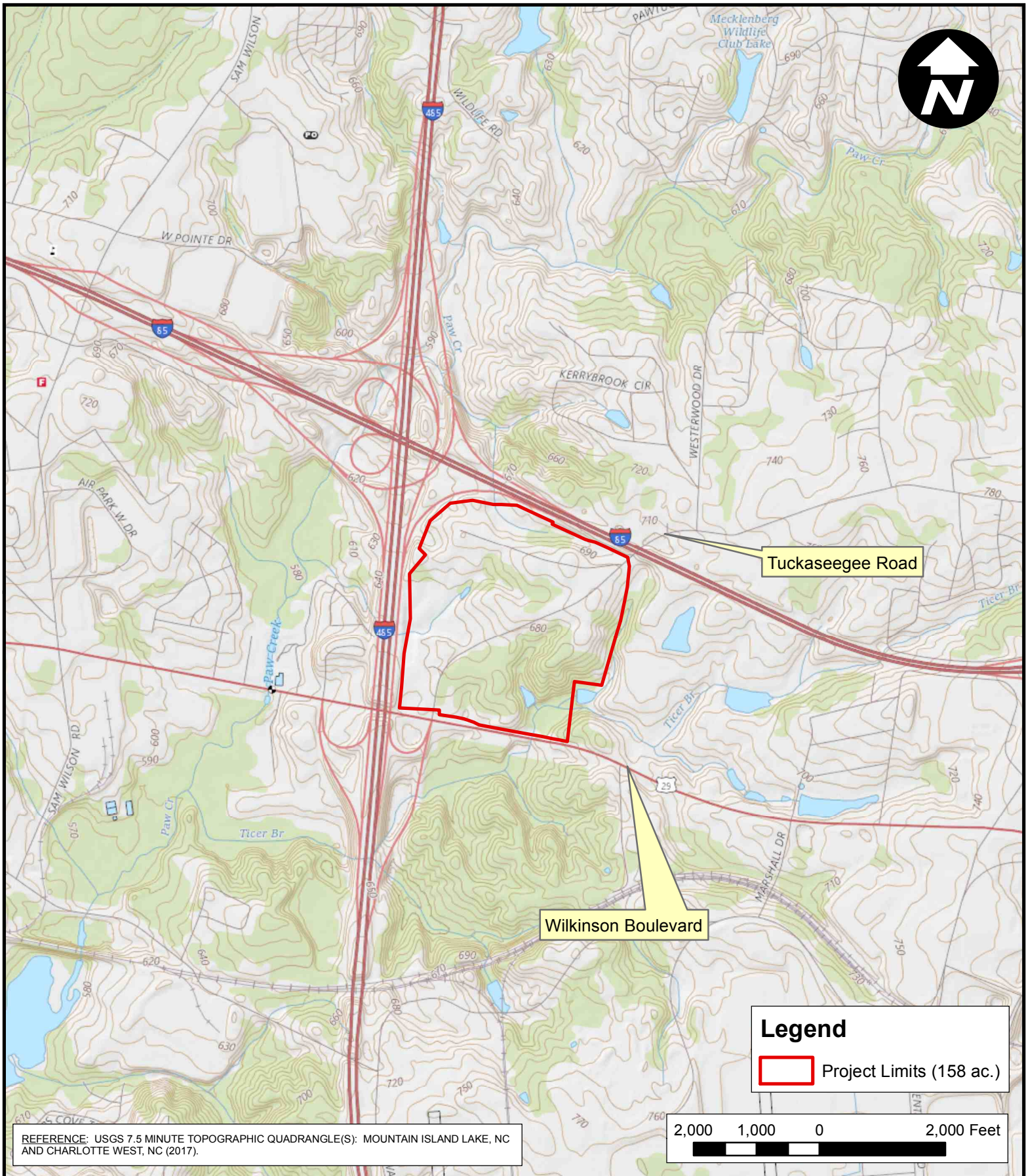


Daniel Roberts
Project Scientist



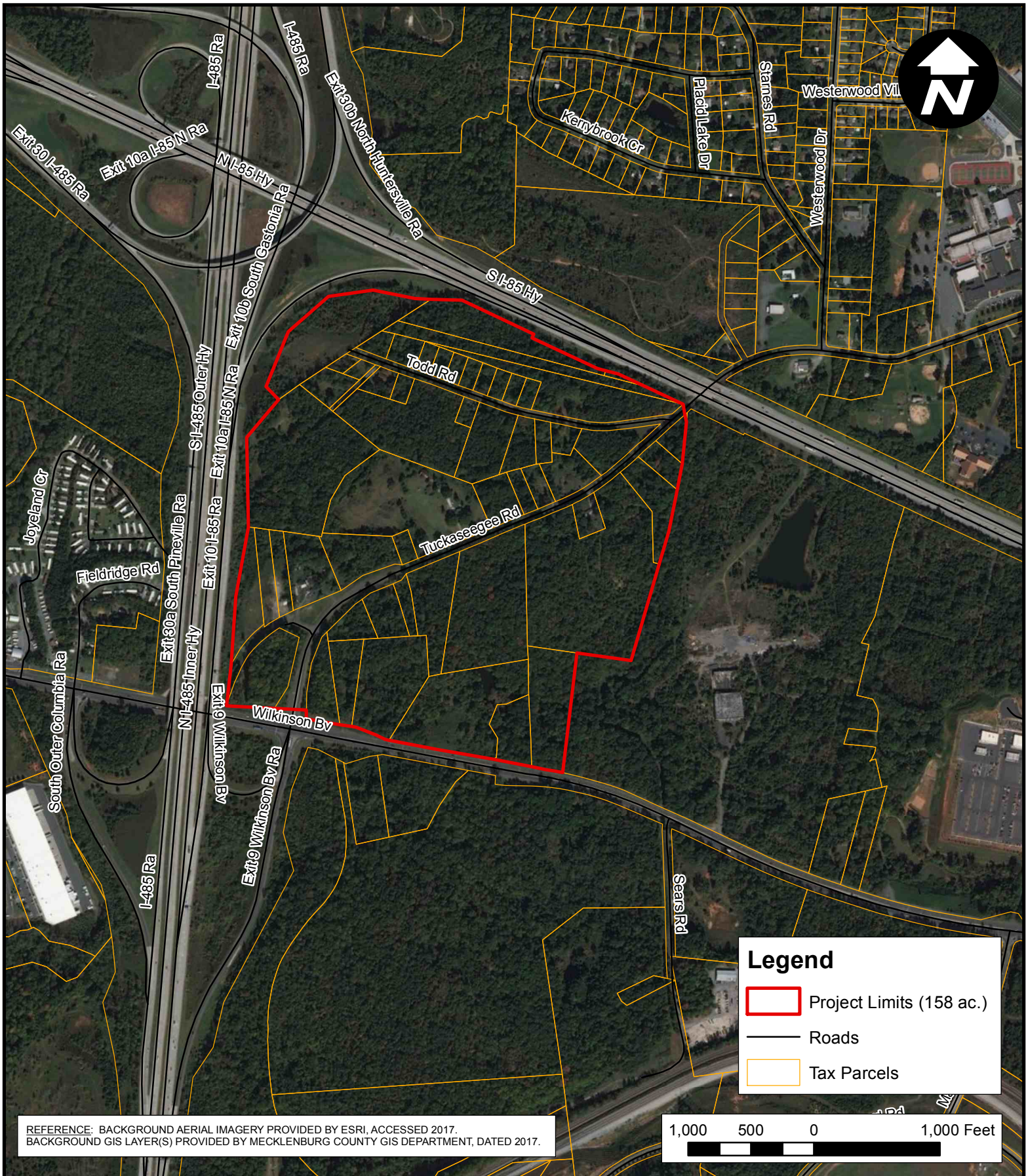
Christine A. Geist, PWS, CE
Principal Scientist

Attachments: Figure 1: USGS Site Location
Figure 2: USDA-NRCS Soil Map of Mecklenburg County
Figure 3: Aerial Imagery
Attachment A: NCNHP Data Review Report
Attachment B: Representative Photographs (1-6)



SCALE: 1 inch = 2,000 feet	DATE: 3/8/2018	 CAROLINA WETLAND SERVICES	USGS Site Location	FIGURE NO. 1 of 3
CWS PROJECT NO: 2017-0565	DRAWN BY: JDR		Quatro Mecklenburg County Charlotte, NC	
COORDINATES: 35.243977, -80.964377	CHECKED BY: CAG			





SCALE: 1 inch = 1,000 feet	DATE: 3/9/2018	 CAROLINA WETLAND SERVICES	Aerial Map	FIGURE NO. 3 of 3
CWS PROJECT NO: 2017-0565	DRAWN BY: JDR			
COORDINATES: 35.243977, -80.964377	CHECKED BY: CAG		Quatro Mecklenburg County Charlotte, NC	



**North Carolina Department of Natural and Cultural Resources
Natural Heritage Program**

Governor Roy Cooper

Secretary Susi H. Hamilton

NCNHDE-5547

March 9, 2018

Daniel Roberts
Carolina Wetland Services
550 E. Westinghouse Blvd
Charlotte, NC 28273
RE: Project Quattro/CLT Land; 2017-0565

Dear Daniel Roberts:

The North Carolina Natural Heritage Program (NCNHP) appreciates the opportunity to provide information about natural heritage resources for the project referenced above.

A query of the NCNHP database, based on the project area mapped with your request, indicates that there are no records for rare species, important natural communities, natural areas, or conservation/managed areas within the proposed project boundary. Please note that although there may be no documentation of natural heritage elements within the project boundary, it does not imply or confirm their absence; the area may not have been surveyed. The results of this query should not be substituted for field surveys where suitable habitat exists. In the event that rare species are found within the project area, please contact the NCNHP so that we may update our records.

The attached 'Potential Occurrences' table summarizes rare species and natural communities that have been documented within a one-mile radius of the property boundary. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists and is included for reference. Tables of natural areas and conservation/managed area within a one-mile radius of the project area, if any, are also included in this report.

Please note that natural heritage element data are maintained for the purposes of conservation planning, project review, and scientific research, and are not intended for use as the primary criteria for regulatory decisions. Information provided by the NCNHP database may not be published without prior written notification to the NCNHP, and the NCNHP must be credited as an information source in these publications. Maps of NCNHP data may not be redistributed without permission.

The NC Natural Heritage Program may follow this letter with additional correspondence if a Dedicated Nature Preserve (DNP), Registered Heritage Area (RHA), Clean Water Management Trust Fund (CWMTF) easement, or Federally-listed species are documented near the project area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact Rodney A. Butler at rodney.butler@ncdcr.gov or 919.707.8603.

Sincerely,
NC Natural Heritage Program

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Within a One-mile Radius of the Project Area
Project Quattro/CLT Land
Project No. 2017-0565
March 9, 2018
NCNHDE-5547

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Freshwater Bivalve	450	Lasmigona decorata	Carolina Heelsplitter	1918-Pre	X	3-Medium	Endangered	Endangered	G1	S1
Vascular Plant	13743	Delphinium exaltatum	Tall Larkspur	1800s	Hi?	5-Very Low	---	Endangered	G3	S2

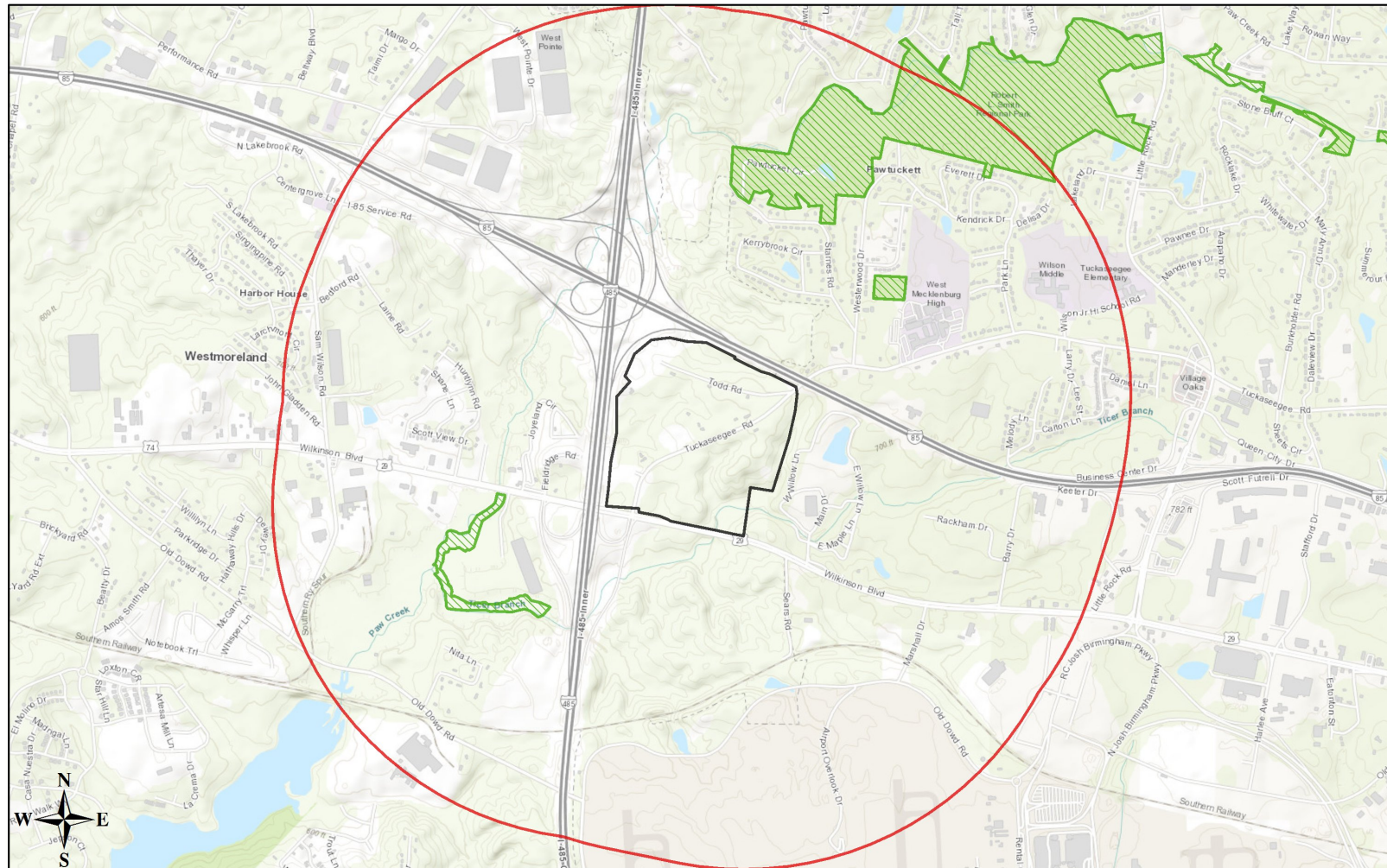
No Natural Areas are Documented Within a One-mile Radius of the Project Area

Managed Areas Documented Within a One-mile Radius of the Project Area

Managed Area Name	Owner	Owner Type
Mecklenburg County Open Space	Mecklenburg County	Local Government

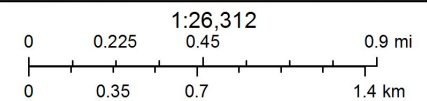
Definitions and an explanation of status designations and codes can be found at <https://ncnhde.natureserve.org/content/help>. Data query generated on March 9, 2018; source: NCNHP, Q1 January 2018. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

NCNHDE-5547: Project Quattro/CLT Land



March 9, 2018

- Project Boundary
- Buffered Project Boundary
- Managed Area (MAREA)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



Photograph 1. View of suitable Schweinitz's sunflower habitat with improper soils for smooth coneflower and Michaux's sumac.



Photograph 2. View of suitable Schweinitz's sunflower habitat with improper soils for smooth coneflower and Michaux's sumac.



Photograph 3. View of unsuitable habitat for smooth coneflower with improper soils for Schweinitz's sunflower and Michaux's sumac.



Photograph 4. View of unsuitable Carolina heelsplitter habitat.



Photograph 5. View of break in biological connectivity of Carolina heelsplitter habitat.



Photograph 6. View of sedimentation, turbidity, and kudzu covered incised banks in Ticer Branch, unsuitable for Carolina Heelsplitter habitat.



⊠ North Carolina Wildlife Resources Commission ⊠

Gordon Myers, Executive Director

19 April 2018

Mr. Daniel Roberts
Carolina Wetland Services, Inc.
550 E. Westinghouse Boulevard
Charlotte, North Carolina 28273

Subject: Individual Permit Application for the Seefried Industries Quattro CLT Land Project,
Mecklenburg County; USACE Action ID SAW-2013-02255.

Dear Mr. Roberts,

Biologists with the North Carolina Wildlife Resources Commission (NCWRC) have reviewed the Individual Permit (IP) application. Comments are provided in accordance with provisions of the Clean Water Act of 1977 (as amended) and Fish and Wildlife Coordination Act Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.).

On behalf of Seefried Industries Properties, Inc., Carolina Wetland Services, Inc. (CWS) has submitted an IP application to develop an approximately 158-acre property located north of Charlotte Douglas International Airport along Tuckaseegee Road to the southeast of the I-485 and I- 85 intersection in Charlotte, Mecklenburg County, North Carolina. The applicant is proposing to construct an 855,000-square foot commercial distribution center. The IP application is requesting to permanently impact 560 linear feet of an intermittent stream and 0.13 acres of a pond. NCWRC is pleased the alternative was chosen that minimizes or avoids impacts to unnamed tributaries and a bridge will be constructed to avoid impacts to Ticer Branch.

Ticer Branch and its unnamed tributaries occur in the project area. Ticer Creek in the Catawba River basin is classified as a Class C stream by N.C. Division of Water Resources (NCDWR). We have no current records of state or federally-listed rare, threatened, or endangered species. CWS conducted a protected species habitat survey in January and March 2018. CWS documented potential habitat for the federally and state endangered Schweinitz's sunflower (*Helianthus schweinitzii*) but no individuals were observed. The field survey was conducted outside the optimal survey window (late August-October) for this species. To ensure this species does not occur within the project area, NCWRC recommends a survey for Schweinitz's sunflower be conducted by a qualified botanist prior to construction and during the optimal survey window, unless stated otherwise by the U.S. Fish and Wildlife Service (USFWS).

Should the permit be issued, we offer the following recommendations to further minimize impacts to aquatic and terrestrial wildlife resources.

1. Maintain a minimum 100-foot undisturbed, native, forested buffer along perennial streams, and a minimum 50-foot buffer along intermittent streams and wetlands. Maintaining undisturbed, forested buffers along these areas will minimize impacts to aquatic and terrestrial wildlife resources, water quality, and aquatic habitat both within and downstream of the project area. Also, wide riparian buffers are helpful in maintaining stability of stream banks and for treatment of pollutants associated with urban stormwater.
2. Avoid tree clearing activities during the maternity roosting season for bats (May 15 – August 15).
3. Consider using **native** seed mixtures and plants that are beneficial to wildlife for revegetating disturbed areas and landscaping. Avoid using Bermudagrass, redtop, tall fescue, and lespedeza, which are invasive and/or non-native and provide little benefit to wildlife. Consider an alternative mix of red clover, creeping red fescue, and a grain, such as oats, wheat, or rye. Also avoid using invasive, non-native landscaping plants (http://www.ncwildflower.org/plant_galleries/invasives_list).
4. Use non-invasive **native** species and Low Impact Development (LID) technology in landscaping. Using LID technology in landscaping will not only help maintain the predevelopment hydrologic regime, but also enhance the aesthetic and habitat value of the site. LID techniques include permeable pavement and bioretention areas that can collect stormwater from driveways and parking areas. Additional alternatives include narrower roads, swales versus curbs/gutters and permeable surfaces such as turf stone, brick, and cobblestone. Compared to conventional developments, implementing **appropriate LID techniques can be more cost-effective, provide space-saving advantages, reduce runoff, and protect water quality** (Roseen et al. 2011). Also, NCWRC's Green Growth Toolbox provides information on nature-friendly planning (<http://www.ncwildlife.org/Conserving/Programs/GreenGrowthToolbox.aspx>).
5. Limit impervious surface to less than 10% or use stormwater control measures to mimic the hydrograph consistent with an impervious coverage of less than 10%. Consider building a parking structure to reduce impervious surface or use LID technology. Where feasible, trees and shrubs should be planted around stormwater ponds, or use LID technology. This would provide habitat benefits that offset those functions lost by development, partially restore aquatic habitats, reduce exposure of the water surface to sunlight to minimize thermal pollution, and provide essential summer and winter habitats.
6. We recommend that retention ponds be located at least 750 feet from small wetlands or streams to minimize hydrologic disturbance and ecological function.
7. Sediment and erosion control measures should use advanced methods and installed prior to any land-disturbing activity. The use of **biodegradable and wildlife-friendly sediment and erosion control devices** is strongly recommended. Silt fencing, fiber rolls and/or other products should have loose-weave netting that is made of natural fiber materials with movable joints between the vertical and horizontal twines. Silt fencing that has been reinforced with plastic or metal mesh should be avoided as it impedes the movement of terrestrial wildlife species. Excessive silt and sediment loads can have detrimental effects on aquatic resources including destruction of spawning habitat, suffocation of eggs, and clogging of gills.

19 April 2018
Quattro CLT IP
SAW-2013-02255

Thank you for the opportunity to provide input for this project. For further information or **free** technical guidance from the NCWRC, please call (336) 290-0056 or email olivia.munzer@ncwildlife.org.

Sincerely,



Olivia Munzer
Western Piedmont Habitat Conservation Coordinator
Habitat Conservation Program

Literature

Roseen, R. M., T. V. Janeski, J. J. Houle, M. H. Simpson, and J. Gunderson. 2011. Forging the Link: Linking the Economic Benefits of Low Impact Development and Community Decisions. University of New Hampshire Stormwater Center, Virginia Commonwealth University, and Antioch University New England.

cc: David Shaeffer, U.S. Army Corps of Engineers
Alan Johnson, NCDWR
Byron Hamstead, USFWS
Todd Bowers, U.S. Environmental Protection Agency
W. Thomas Russ, NCWRC



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Asheville Field Office
160 Zillicoa Street
Asheville, North Carolina 28801



April 19, 2018

Mr. David Shaeffer
U.S. Army Corps of Engineers
151 Patton Avenue, Room 208
Asheville, North Carolina 28801-5006

Dear Mr. Schaeffer:

Subject: Seefried Quattro Commercial Development; Mecklenburg County, North Carolina
Log No. 4-2-18-231

The U.S. Fish and Wildlife Service (Service) has reviewed the information provided in your correspondence dated April 9, 2018 wherein you request our comments on the project referenced above. We submit the following comments in accordance with the provisions of the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667e); the National Environmental Policy Act (42 U.S.C. §4321 et seq.); and section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543) (Act).

Project Description

According to the information provided, the Applicant is seeking a NWP 39 for impacts associated with the construction of a commercial development on approximately 159 acres of land in Charlotte, North Carolina. Specifically, the project would consist of a four-story commercial distribution facility, appurtenant parking, utility lines, roadways, and multiple stormwater control structures. The proposed project would result in 560 linear feet of permanent impacts to an unnamed tributary to Paw Creek and fill a 0.13 acre pond. The site (with component parcels primarily owned by City of Charlotte), consists of a mixture of forest, pasture, developed open space, and transitional habitats along maintained roadways and forest edges.

Impact avoidance measures include, a spanning structure over Ticer Branch and horizontal directional drilling (or similar methods) to preclude stream impacts mediated by utility line crossings. The Applicant indicated that work would be conducted under dry working conditions.

Federally Listed Endangered and Threatened Species

According to Service records, suitable summer roosting habitat may be present in the project area for the federally threatened northern long-eared bat (*Myotis septentrionalis*). However, the final 4(d) rule (effective as of February 16, 2016), exempts incidental take of northern long-eared bat associated with activities that occur greater than 0.25 miles from a known hibernation site, and greater than 150 feet from a known, occupied maternity roost during the pup season (June 1

– July 31). Based on the information provided, the project (which may require tree clearing) would occur at a location where any incidental take that may result from associated activities is exempt under the 4(d) rule.

Service records indicate that occurrences of the federally endangered Schweinitz's sunflower (*Helianthus schweinitzii*) occur in the vicinity of the proposed project. The most recent Protected Species Habitat Assessment Report dated March 1, 2018 (also dated March 9, 2018 therein) indicates that potential habitat for the federally endangered Schweinitz's sunflower (*Helianthus schweinitzii*) occurs onsite. Although survey efforts conducted January 2, 2018 and March 9, 2018, did not detect any individuals of this species (or genus) at that time, CWS staff indicated that “the project might affect the Schweinitz's sunflower and a targeted species survey may be required to make a conclusive biological determination.” The Service appreciates the Applicant's consideration for this species

To best inform your effect determination, we request that the Applicant conduct targeted surveys during the optimal survey window (flowering season) for this species (late August – first frost). We acknowledge that experienced botanists may be able to diagnose this species when it is not flowering. Therefore, we would accept survey results outside of the optimal survey window provided that: 1) surveys are conducted by a qualified botanist that has experience with this species; 2) the surveyor(s) can confirm that above-ground diagnostic characters are readily identifiable as evidenced by a relevant reference population¹; 3) all potential habitats within the proposed impact area are systematically evaluated; 4) survey efforts are summarized and reported, preferably with photographs of the reference population and onsite conditions.

The Applicant determined that the proposed project would not affect any other federally protected species based on the apparent lack of suitable habitats onsite.

Our habitat suitability models predict the presence of the Carolina darter (*Etheostoma collis*) in the project's receiving waters (Paw Creek). This is a federal species of concern and is not currently afforded legal protection under the Act. However, incorporating proactive conservation measures on its behalf may preclude the need to list this species in the future. Like many aquatic species, potential threats to this fish include chemical runoff and high sedimentation. We offer the following comments in the interest of protecting this, and other fish and wildlife resources:

Impervious Surfaces and Low-Impact Development

The Service is concerned about the proposed increase in impervious surface and stormwater-mediated impacts to streams and wetlands onsite. Studies² show that areas of 10- to 20-percent impervious surface (such as roofs, roads, and parking lots) double the amount of storm-water runoff compared to natural cover and decrease deep infiltration (groundwater recharge) by

¹ Habitat conditions (e.g. canopy cover, disturbance regime, prevalence of deer browse, competition from plant associates) may influence identifiable characteristics of individuals and plant clusters. Every effort should be made to use a reference population that occurs in conditions similar to potential habitats within the proposed project area.

²Federal Interagency Stream Restoration Working Group (15 federal agencies of the United States Government). Published October 1998, Revised August 2001. Stream Corridor Restoration: Principles, Processes, and Practices. GPO Item No. 0120-A; SuDocs No. A 57.6/2:EN 3/PT.653. ISBN-0-934213-59-3.

16 percent. At 35- to 50-percent impervious surface, runoff triples, and deep infiltration is decreased by 40 percent. Additionally, the adequate treatment of storm water in development areas is essential for the protection of water quality and aquatic habitat in developing landscapes.

Increased storm-water runoff also directly damages aquatic and riparian habitat, causing stream-bank and stream-channel scouring. In addition, impervious surfaces reduce groundwater recharge, resulting in even lower than expected stream flows during drought periods, which can induce potentially catastrophic effects for fish, mussels, and other aquatic life. Accordingly, we recommend that all new developments, regardless of the percentage of impervious surface area they will create, implement storm-water-retention and -treatment measures designed to replicate and maintain the hydrograph at the preconstruction condition in order to avoid any additional impacts to habitat quality within the watershed.

We recommend the use of low-impact-development techniques,³ such as reduced road widths, grassed swales in place of curb and gutter, rain gardens, and wetland retention areas, for retaining and treating storm-water runoff rather than the more traditional measures, such as large retention ponds, etc.

Where detention ponds are used, storm-water outlets should drain through a vegetated area prior to reaching any natural stream or wetland area. Detention structures should be designed to allow for the slow discharge of storm water, attenuating the potential adverse effects of storm-water surges; thermal spikes; and sediment, nutrient, and chemical discharges. **Since the purpose of storm-water-control is to protect streams and wetlands, no storm-water-control measures or best management practices should be installed within any stream (perennial or intermittent) or wetland.** We recommend that retention ponds be located at least 750 feet from small wetlands to minimize hydrologic disturbance and ecological function.

We also recommend that consideration be given to the use of pervious materials (i.e., pervious concrete, interlocking/open paving blocks, etc.) for the construction of roads, driveways, sidewalks, etc. Pervious surfaces minimize changes to the hydrology of the watershed and can be used to facilitate groundwater recharge. Pervious materials are also less likely to absorb and store heat and allow the cooler soil below to cool the pavement. Additionally, pervious concrete requires less maintenance and is less susceptible to freeze/thaw cracking due to large voids within the concrete.

Erosion and Sediment Control

Measures to control sediment and erosion should be installed before any ground-disturbing activities occur. Disturbed areas should be revegetated with native grass and tree species as soon as the project is completed. Ground disturbance should be limited to what will be stabilized quickly, preferably by the end of the workday. Natural fiber matting (coir) should be used for erosion control as synthetic netting can trap animals and persist in the environment beyond its intended purpose.

³We recommend visiting the Environmental Protection Agency's Web site (<http://www.epa.gov/polluted-runoff-nonpoint-source-pollution/urban-runoff-low-impact-development>) for additional information and fact sheets regarding the implementation of low-impact-development techniques.

Roadways and Utility Crossings

We appreciate your efforts to avoid impacts to streams by the proposed use of a spanning structure over Ticer Branch and boring for utility line crossings. As proposed, the bridge should span the channel and the floodplain in order to minimize impacts to aquatic resources, allow for the movement of aquatic and terrestrial organisms, and eliminate the need to place fill in streams.

Bridges should be designed and constructed so that no piers or bents are placed in the stream, approaches and abutments do not constrict the stream channel, and the crossing is perpendicular to the stream. When bank stabilization is necessary, we recommend that the use of riprap be minimized and that a riprap-free buffer zone be maintained under the bridge to allow for wildlife movement. If fill in the floodplain is necessary, floodplain culverts should be added through the fill to allow the stream access to the floodplain during high flows.

Riparian Buffers

Natural, forested riparian buffers are critical to the health of aquatic ecosystems. They accomplish the following:

1. catch and filter runoff, thereby helping to prevent nonpoint-source pollutants from reaching streams;
2. enhance the in-stream processing of both point- and nonpoint-source pollutants;
3. act as “sponges” by absorbing runoff (which reduces the severity of floods) and by allowing runoff to infiltrate and recharge groundwater levels (which maintains stream flows during dry periods);
4. catch and help prevent excess woody debris from entering the stream and creating logjams;
5. stabilize stream banks and maintain natural channel morphology;
6. provide coarse woody debris for habitat structure and most of the dissolved organic carbon and other nutrients necessary for the aquatic food web; and
7. maintain air and water temperatures around the stream.

Forested riparian buffers (a minimum 50 feet wide along intermittent streams and 100 feet wide along perennial streams [or the full extent of the 100-year floodplain, whichever is greater]) should be created and/or maintained along all aquatic areas. Within the watersheds of streams supporting endangered aquatic species, we recommend undisturbed, forested buffers that are naturally vegetated with trees, shrubs, and herbaceous vegetation and extend a **minimum** of 200 feet from the banks of all perennial streams and a **minimum** of 100 feet from the banks of all intermittent streams, or the full extent of the 100-year floodplain, whichever is greater.) Impervious surfaces, ditches, pipes, roads, utility lines (sewer, water, gas, transmission, etc.), and other infrastructures that require maintained, cleared rights-of-way and/or compromise the functions and values of the forested buffers should not occur within these riparian areas.

Mitigation

The NCSAM rating sheets provided indicate that Stream C has a high functioning wooded riparian buffer which has important implications for thermoregulation and maintaining aquatic habitats (see above) onsite and downstream. Moreover, we are concerned about potential

impacts to downstream habitats (Paw Creek) that may support the Carolina darter (federal species of concern). The Applicant proposes to mitigate for the loss of stream at a 0.5:1 ratio. The Service highly values the ecological role of this stream and recommends a minimum mitigation ratio of 2:1.

The Service appreciates the opportunity to provide these comments. Please contact Mr. Byron Hamstead of our staff at 828/258-3939, Ext. 225, if you have any questions. In any future correspondence concerning this project, please reference our Log Number 4-2-18-231.

Sincerely,

- - original signed - -

Janet Mizzi
Field Supervisor

E.c. Daniel Roberts; CWS
Olivia Munzer; NCWRC
TR Russ; NCWRC
Alan Johnson; NCDWR
Todd Bowers; USEPA



MEMORANDUM

To: Stuart Hair, C.M.
Economic and Community Affairs Manager
From: Chris Tinklenberg, PWS
Kimley-Horn and Associates, Inc.
Date: April 30, 2018
Project Quattro / CLT Land Site
Subject: Charlotte, Mecklenburg County, North Carolina

Dear Mr. Hair,

On behalf of our client, Seefried Industrial Properties, Inc., Kimley-Horn is submitting this memorandum detailing the results of the pedestrian survey performed for the above referenced project in accordance with the methodologies recommended by Byron Hamstead, U.S. Fish and Wildlife Services. The pedestrian survey was conducted by KH staff Addie Lasitter, WPIT and Michael Knepper, EIT on April 26, 2018.

BACKGROUND INFORMATION

The project site is located north of the Charlotte Douglas International Airport along Tuckaseegee Road, southeast of the I-485 and I-85 intersection, in unincorporated Mecklenburg County, North Carolina. The overall limits of disturbance for the project area consists of approximately 100-acres.

METHODOLOGIES AND FINDINGS

As of April 25, 2018, the United States Fish and Wildlife Service (USFWS) lists Schweinitz's sunflower as a federally protected species for Mecklenburg County. Habitat requirements for this species are based on the current best available information from referenced literature and/or USFWS.

Schweinitz's Sunflower
USFWS Optimal Survey Window: late August-October

Habitat Description: Schweinitz's sunflower, endemic to the Piedmont of North and South Carolina. The few sites where this rhizomatous perennial herb occurs in relatively natural vegetation are found in Xeric Hardpan Forests. The species is also found along roadside rights-of-way, maintained power lines and other utility rights-of-way, edges of thickets and old pastures, clearings and edges of upland

oak-pine-hickory woods and Piedmont longleaf pine forests, and other sunny or semi-sunny habitats where disturbances (e.g., mowing, clearing, grazing, blow downs, storms, frequent fire) help create open or partially open areas for sunlight. It is intolerant of full shade and excessive competition from other vegetation (see Figure 1). It is generally found growing on shallow sandy soils with high gravel content; shallow, poor, clayey hardpans; or shallow rocky soils, especially those derived from mafic rocks.

Prior to conducting on-site pedestrian surveys, Kimley-Horn visited a documented reference community to review the appearance of the sunflower outside of the optimal survey window. The reference community is located in York County, SC, within the maintained right-of-way of Church Road (SC Hwy 654), adjacent to Burgis Creek (34.932818, -80.938972; see Figure 2). The reference community was identified by Kimley-Horn scientists and confirmed by USFWS in October 2016. Additionally, a review of the NCNHP database on April 30, 2018, indicates no known occurrences within 1.0 mile of the study area.

Potentially suitable habitat for Schweinitz's sunflower is present within the project study area, within areas of disturbance, including roadside shoulders and utility right-of-ways; however, these areas are either heavily maintained by mowing or are within areas which are dominated by tall herbaceous grasses and forbs creating only marginally suitable habitat. Surveys were conducted by Kimley-Horn scientists throughout areas of potentially suitable habitat on April 26, 2018. Herbaceous species observed during the survey include broomsedge (*Andropogon virginicus*), Chinese lespedeza (*Lespedeza cuneata*), goldenrod (*Solidago* sp.), Queen Anne's lace (*Daucus carota*), blackberry (*Rubus argutus*), common milkweed (*Asclepias syriaca*), dogfennel (*Eupatorium capillifolium*) and Johnson grass (*Sorghum* spp.). Several species of the Asteraceae family were observed, including *Helianthus* spp and *Bidens* spp. Sapling species observed in areas of less frequent maintenance and along wood lines include winged elm (*Ulmus alata*), red maple (*Acer rubrum*), and sweet gum (*Liquidambar styraciflua*). No individuals of Schweinitz's sunflower were observed during the pedestrian survey.

CONCLUSION

No individuals of Schweinitz's sunflower were observed during the *Helianthus schweinitzii* pedestrian survey on April 26, 2018. Although the survey was conducted outside of the optimal survey window, a documented Schweinitz's sunflower reference community was visited prior to conducting on-site pedestrian surveys.

Based on the results of the NCNHP database review indicating no known populations of Schweinitz's sunflower within 1.0 mile of the project study area and the absence of observed individuals during the pedestrian survey, KH concludes that the project will have no effect on the Schweinitz's sunflower.*

**This biological conclusion represents the best professional opinion of KH and is not an official determination of effect. Consultation with the USFWS may be necessary if the opinion of the lead federal agency differs from the determination provided herein.*

Statement of Qualifications:

Investigator: Addie Lasitter, WPIT
Education: B.S. Natural Resource Ecology and Management, conc. Wetland Sciences, 2013;
M.S. Earth Sciences, 2016
Experience: Environmental Analyst, Kimley-Horn and Associates, Inc., 2017-Present
Responsibilities: Natural communities assessments, threatened and endangered species habitat assessments, wetland and stream delineations, GPS, GIS, tree surveys

Attachments

- Figure 1: Habitat Map
- Figure 2: Reference Site Location
- Reference Photographs

Photo Page 1



Photo 1 – Representative community – Located in York County, SC, within the maintained right-of-way of Church Road (SC Hwy 654).



Photo 2 - Representative community – Located in York County, SC, within the maintained right-of-way of Church Road (SC Hwy 654).

Photo Pages

Project	Project Quattro Charlotte, Mecklenburg County, North Carolina		Prepared By	
	Date	Project Number	Kimley»Horn	
	5/2/18	019854002		

Photo Page 2



Photo 3 – *Helianthus schweinitzii* – Located in York County, SC, within the maintained right-of-way of Church Road (SC Hwy 654).



Photo 4 – Maintained road easement and potential *H. schweinitzii* habitat.

Photo Pages

Project	Project Quattro Charlotte, Mecklenburg County, North Carolina		Prepared By	
	Date	Project Number	Kimley»Horn	
	5/2/18	019854002		

Photo Page 3



Photo 5 – Human induced altered land, potential suitable habitat for *H. schweinitzii*.



Photo 6 - Maintained road easement and potential *H. schweinitzii* habitat.

Photo Pages

Project	Project Quattro Charlotte, Mecklenburg County, North Carolina		Prepared By	
	Date	Project Number	Kimley»Horn	
	5/2/18	019854002		

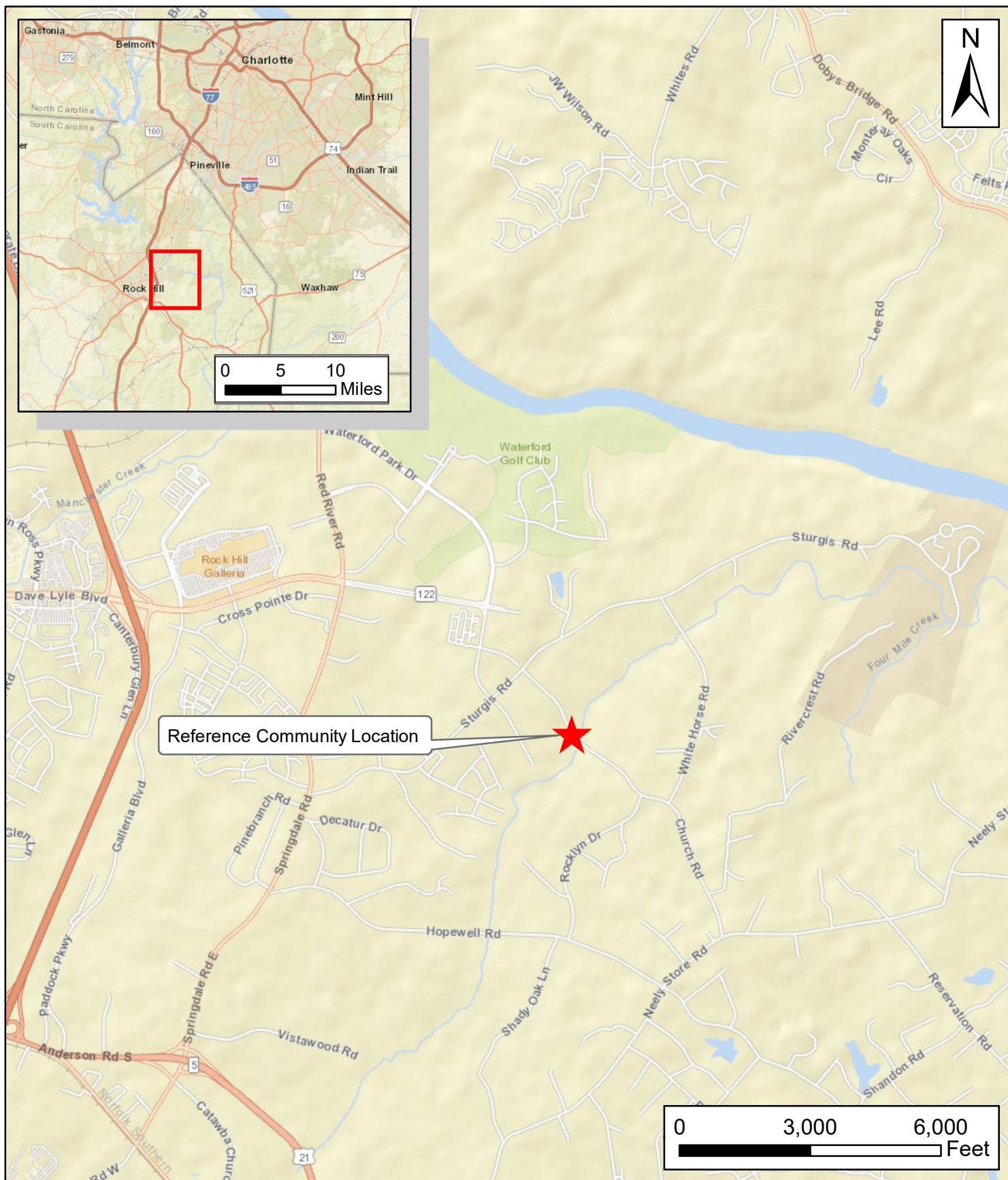
Photo Page 4

Photo 7 – Human induced altered land, potential suitable habitat for *H. schweinitzii*.

Photo Pages

Project	Project Quattro Charlotte, Mecklenburg County, North Carolina		Prepared By	
			Kimley»Horn	
	Date	Project Number		
5/2/18		019854002		







United States Department of the Interior

FISH AND WILDLIFE SERVICE

Asheville Field Office
160 Zillicoa Street
Asheville, North Carolina 28801



May 4, 2018

Mr. Daniel Roberts
Carolina Wetland Services Inc.
550 East Westinghouse Boulevard
Charlotte, North Carolina 28273

Dear Mr. Roberts:

Subject: Seefried Quattro Commercial Development; Mecklenburg County, North Carolina
Log No. 4-2-18-231

The U.S. Fish and Wildlife Service (Service) has reviewed the information provided in your correspondence dated April 27, 2018 wherein you update and summarize multiple site evaluations for federally protected species. We submit the following comments in accordance with the provisions of the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667e); the National Environmental Policy Act (42 U.S.C. §4321 et seq.); and section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543) (Act).

Federally Listed Endangered and Threatened Species

The Service accepts your Protects Species Habitat Assessment Report. We acknowledge that potential suitable habitat (delineated in Figure 3 of your Report) was observed on the 158 acre site for the federally endangered Schweinitz's sunflower (*Helianthus schweinitzii*). CWS staff confirmed that diagnostic above-ground vegetative parts were readily identifiable following a site visit to a nearby reference population. On the same day, onsite areas containing potential habitats for this species were systematically surveyed, but no individuals (nor members of genus *Helianthus*) were detected at that time.

Please be aware that in accordance with the Act, it is the responsibility of the appropriate federal agency or its designated representative to review its activities or programs and to identify any such activities or programs that may affect endangered or threatened species or their habitats. If it is determined that the proposed activity may adversely affect any species federally listed as endangered or threatened, formal consultation with this office must be initiated. Our concurrence is not required for a "no effect" determination from the action agency.

We refer you to our previous comments (dated April 19, 2018) regarding other federally protected species, federal species of concern, development recommendations, and mitigation.

The Service appreciates the opportunity to provide these comments. Please contact Mr. Byron Hamstead of our staff at 828/258-3939, Ext. 225, if you have any questions. In any future correspondence concerning this project, please reference our Log Number 4-2-18-231.

Sincerely,

- - original signed - -

Janet Mizzi
Field Supervisor

Appendix C, Hazardous Materials

PHASE I ENVIRONMENTAL SITE ASSESSMENT



PROJECT QUATTRO

TUCKASEEGEE ROAD AND TODD ROAD
CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA
ECS PROJECT NO. 49-6142

FOR

SEEFRIED PROPERTIES

FEBRUARY 16, 2018





ECS Southeast, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

February 16, 2018

Mr. Joe Scarborough
Seefried Properties
3333 Riverwood Parkway
Suite 200
Atlanta, Georgia 30339

ECS Project No. 49-6142

Reference: Phase I Environmental Site Assessment Report, Project Quattro, Tuckaseegee Road and Todd Road, Charlotte, Mecklenburg County, North Carolina

Dear Mr. Scarborough:

ECS Southeast, LLP (ECS) is pleased to provide you with the results of our Phase I Environmental Site Assessment (ESA) for the referenced site. ECS services were provided in general accordance with ECS Proposal No. 49:8285P authorized on February 2, 2018 and generally meet the requirements of ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiries contained in 40 CFR Part 312.

If there are questions regarding this report, or a need for further information, please contact the undersigned.

ECS Southeast, LLP

A handwritten signature in blue ink that reads 'Erika Frey'.

Erika Frey
Assistant Staff Project Manager
efrey@ecslimited.com
704-525-5152

A handwritten signature in blue ink that reads 'Justin Roth'.

Justin Roth
Environmental Principal
jroth@ecslimited.com
843-654-4448

Project Summary

Project Quattro
Tuckaseegee Road and Todd Road
Charlotte, North Carolina

Report Section		No Further Action	REC	CREC	HREC	BER	Comment
4.0	User Provided Information	✓					
5.1	Federal ASTM Databases	✓					
5.2	State ASTM Databases	✓					
5.3	Additional Environmental Record Sources	✓					
6.0	Historical Use Information	✓					
7.0	Site and Area Reconnaissance		✓			✓	ECS considers the potential for an undocumented release from the apparent heating oil UST located at 8021 Tuckaseegee Road to be a REC of the subject property. ECS considers the surface debris scattered throughout the subject property to be a BER.
8.0	Additional Services	✓					
9.0	Interviews	✓					

ENVIRONMENTAL PROFESSIONAL STATEMENT

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Justin Roth
Environmental Principal
February 16, 2018

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1.0 EXECUTIVE SUMMARY

ECS Southeast, LLP (ECS) was contracted by Seefried Properties to perform an ASTM E1527-13, Phase I Environmental Site Assessment (ESA) of the Project Quattro located at Tuckaseegee Road and Todd Road in Charlotte, Mecklenburg County, North Carolina (i.e. subject property). This Executive Summary is an integral part of the Phase I ESA report. ECS recommends that the report be read in its entirety.

The subject property is identified by the Mecklenburg County GIS as Parcel Identification Numbers (PINs): 05553101, 05538201, 05538202, 05538203, 05538204, 05538205, 05538206, 05538207, 05538208, 05538209, 05538210, 05538211, 05538213, 05538214, 05538113, 05538114, 05538115, 05538116, 05538124, 05538135, 05538129, 05538133, 05538118, 05538134, 05538132, 05538146, 05538144, 05538130, 05538153, 05538111, 05538110, 05538109, 05538108, 05538125, 05538105, 05538104, 05538147, 05538103, 05538126, 05538101, 05537113, 05537120, 05537114, 05537115, 05537116, 05537117, 05537112, 05537111, 05537101, 05537102, 05537103, 05537104, 05537105, 05537107, 05537109, and 05537110. The property is owned by the City of Charlotte and individual owners. The approximately 154-acre subject property consists of wooded land, portions of Tuckaseegee Road, Todd Road, Clark Place Drive, and approximately four residences with associated structures. ECS observed apparent active and abandoned water supply wells and septic tank systems at the subject property. During the field reconnaissance, ECS observed a fill port and vent pipe indicative of a heating oil UST located at the residence of 8021 Tuckaseegee Road. ECS considers the potential for an undocumented release from the apparent heating oil UST located at 8021 Tuckaseegee Road to be a Recognized Environmental Condition (REC) of the subject property.

ECS observed surface trash and solid waste debris piles consisting of household debris, bottles, tires, discarded wood, bricks, and concrete blocks throughout the vicinity of the subject property. ECS considers the surface debris scattered throughout the subject property to be a Business Environmental Risk (BER).

The subject property is located in a residential area of Charlotte. The subject property is bound on the north by Interstate 85, followed by wooded land and residences; on the east by wooded land and vacant land; on the south by Wilkinson Boulevard, followed by wooded land; and on the west by Interstate-485, followed by a mobile home park. We did not identify adjoining or nearby properties that are considered a REC for the subject property.

Based on the records search, site reconnaissance and interviews, the subject property appears to have been occupied with residences, roads, wooded land, and agricultural and/or pasture land from at least 1905. From the 1940s until the 1980s, there were several residences developed at the subject property. A warehouse was developed at the subject property in approximately 1967. A portion of a mobile home park occupied the southwestern portion of the subject property from the early 1990s until approximately the mid-2000s, when Interstate 485 was constructed. Numerous residences and the warehouse building were demolished between the 1990s to present. The area has developed to a primarily residential area of the subject property. Historical records prior to 1905, which does not predate the residential use of the subject property, were not reasonably ascertainable for the subject property. No obvious indications of RECs were identified in the historical data review.



A regulatory database search report was provided by Environmental Data Resources, Inc. (EDR). The database search involves researching a series of Federal, State, Local, and other databases for facilities and properties that are located within specified minimum search distances from the subject property. The report did identify the subject property on the databases researched (EDR Historical Auto database); however, based on interviews and aerial photograph, ECS does not consider the listing to be a REC of the site. The EDR report identified several off-site properties within the minimum ASTM search distances. Based on our review of available public records, none of the listings are believed to represent a REC for the subject property.

ASTM E1527-13 defines a “data gap” as: “a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information”. Data gaps which would be expected to impact our ability to render a professional opinion concerning the subject property were not identified.

We have performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM E1527-13 of the Project Quattro located at Tuckaseegee Road and Todd Road, in Charlotte, Mecklenburg County, North Carolina. Exceptions to, or deletions from, this practice are described in Section 2.6 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- ECS considers the potential for an undocumented release from the apparent heating oil UST located at 8021 Tuckaseegee Road to be a Recognized Environmental Condition (REC) of the subject property.

The following Business Environmental Risks (BERs) and/or additional considerations were identified:

- ECS considers the surface debris scattered throughout the subject property to be a BER.

Additional Considerations

Historical aerial photographs depict numerous apparent residential structures on the subject property that were not located on the subject property during our site reconnaissance. ECS does not have technical evidence how these structures were heated, or if the structures utilized septic tanks or water supply wells. Based on the age, it is possible that the structures were heated with oil stored in USTs. ECS did not observe evidence of USTs, septic tanks, or water supply wells during our site reconnaissance in the location of these former structures. ECS observed apparent active drinking water wells and apparent septic tank systems utilized at the current residential buildings. While not considered a REC, if encountered during site development, USTs, septic systems, and water supply wells should be closed in accordance with applicable laws.

The subject property was historically used as agricultural land. Such use of the subject property may have included the storage and use of beneficial agricultural products such as fungicides, herbicides, and/or fertilizers. The legal use (i.e., in accordance with the manufacturers' specifications and customary practices) of such substances, in the course of standard operational practices does not constitute a “release to the environment.” Further, reasonably ascertainable information was not observed during the course of our assessment, including historical records review, or field reconnaissance observations regarding past site history, that a past release of such substances had

occurred. Therefore, the mere presence of this historical land use does not meet the definition of a REC.

Appendix D, Historic Resources



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

February 13, 2018

Joe Scarborough
Seefried Industrial Properties, Inc.
3333 Riverwood parkway, Suite 200
Atlanta, GA 30339

Re: Commercial Development, Quattro Site, Tuckaseegee Road, Charlotte, CWS 2017-0565,
Mecklenburg County, ER 18-0214

Dear Mr. Scarborough:

Thank you for your letter of January 12, 2018, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579 or environmental.review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

for Ramona M. Bartos

Appendix E, Water Resources



ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

16 April 2018
DWR# 18-0393
Mecklenburg County

Mr. Joseph Scarborough
Seefried Industrial Properties
3333 Riverwood Parkway, Ste. 200
Atlanta, GA 30339

Subject: APPROVAL of 401 Water Quality Certification with Additional Conditions
Quattro Project and Tuckaseegee Rd. Relocation

Dear Mr. Scarborough:

You have our approval, in accordance with the General Certification and those conditions listed below, for the purpose proposed in your application received by the Division of Water Resources (the Division) on March 22, 2018 and subsequent information on April 1, 2018. After reviewing your application, we have determined that this project is covered by Water Quality General Certification Number 4139 which can be viewed on our web site at <https://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-401-isolated-wetlands-waters-program>. The General Certification allows you to use Nationwide Permit Number 39 once it is issued to you by the U.S. Army Corps of Engineers (COE). Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

The above noted Certification will expire when the associated 404 permit expires unless otherwise specified in the General Certification. It is advised that all conditions of the Certification are reviewed prior to initiation of the project. In addition to the requirements of the Certification, you must also comply with the following conditions:

1. This approval is only valid for the purpose and design that you described in your application. If you change your project, you must notify us in writing, and you may be required to send us a new application for a new Certification. If total wetland fills for this project (now or in the future) exceed one acre, or if there are future cumulative impacts to streams (now or in the future), compensatory mitigation may be required. If the property is sold, the new owner must be given a copy of the Certification and approval letter; and is thereby responsible for complying with all conditions. 15A NCAC 02H .0506 and 15A NCAC 02H .0507
2. The Mooresville Regional Office shall be notified in writing once construction at the approved impact areas has commenced. 15A NCAC 02H .0502 (e)
3. **Prior to construction** of the "new" relocated Tuckaseegee Road, it shall be submitted to DWR for review of its stormwater outfalls and potential stormwater treatment. 15A NCAC 2H .1000



State of North Carolina | Environmental Quality
1611 Mail Service Center | Raleigh, North Carolina 27699-1611
919-707-9000

4. Approved Impacts:

Type of Impact	Amount Approved Temporary Impact	Amount Approved Permanent Impact
Stream	0 linear ft.	560 linear ft.
Open Water (pond)	0 acre	0.13 acre

5. Diversion Ditches and other storm water conveyances as related to the sediment and erosion control measures shall be matted and/or stabilized to reduce sediment loss and turbidity. This includes interior/exterior slopes of sediment basins. 15A NCAC 02H .0506 (b)(3) and (c)(3)
6. Bare/fill slopes in excess of 10 feet in height and within 30 feet of surface waters shall be matted. 15A NCAC 02H .0506 (b)(3) and (c)(3)
7. Please provide documentation showing that water quality from the development will not be impaired. A storm water management plan in lieu of such documentation is acceptable if approved by a delegated or state authority. 15A NCAC 2H .1000
8. **Stormwater discharge structures** at this site shall be constructed in a manner such that the potential receiving streams (of the discharge) will not be impacted due to sediment accumulations, scouring or erosion of the stream banks. 15A NCAC 02H .0506(b)(5)
9. Use of native vegetation and other soft stream bank stabilization techniques is recommended where practicable instead of riprap or other bank hardening methods. If riprap is necessary, it shall not be placed in the streambed, unless approved by DWR
10. Mitigation [15A NCAC 02H .0500(h)] must be provided for the proposed impacts as specified in the table below. The Division has received notification/acceptance from the Division of Mitigation Services (DMS) to meet this mitigation requirement. Until the DMS receives and clears your payment, and proof of payment has been provided to this Office, no impacts specified in this Authorization Certificate shall occur. For accounting purposes, this Certification authorizes payment to meet the following compensatory mitigation requirement:

	Compensatory Mitigation Required	River and Sub-basin Number
Stream	560 (feet)	Catawba (03050101) 0.5:1 ratio
Wetlands	0 (acres)	0

11. Mitigation Credit: Approval of the restoration plan and issuance of the 401 Water Quality Certification means that DWR has determined that the proposed activity will not remove or degrade significant existing uses of the surface water. The issuance does not represent an approval of credit yield for the project. (15A NCAC 2H .0506(a))
12. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers. 15A NCAC 02H .0506(b)(3)
13. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. 15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)

14. The permittee shall report any violations of this Certification to the Division of Water Resources within 24 hours of discovery. 15A NCAC 02H .0507(c)
15. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. 15A NCAC 02H.0506(b)(3)
16. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this Certification. 15A NCAC 02H.0506(b)(2)
17. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. 15A NCAC 02H .0506(b)(3)
18. "Bridge" deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
19. Upon completion of the project, the applicant shall complete and return the enclosed "Certificate of Completion" form to the 401/Wetlands Unit of the Division. 15A NCAC 02H .0507(c)

This Certification can be contested as provided in Articles 3 and 4 of the General Statute 150B by filing a written petition for an administrative hearing to the Office of the Administrative Hearings (hereby known as OAH). A petition form may be obtained from the OAH at <http://www.ncoah.com/or> by calling the OAH Clerk's Office at (919) 431-3000.

Within sixty (60) calendar days of receipt of this notice, a petition must be filed with the OAH. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday, 8:00 am to 5:00 pm, excluding state holidays).

The petitions may be faxed to the OAH at (919) 431-3100, provided the original and one (1) copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission. Mailing address for the OAH:

If sending via US Postal Service:

Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714

If sending via delivery service (UPS, FedEx, etc.)

Office of Administrative Hearings
1711 New Hope Church Rd.
Raleigh, NC 27609-6285

One (1) copy of the petition must also be served on DEQ as follows:

Mr. William F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

This letter completes the review by the Division under Section 401 of the Clean Water Act. If you have any questions, please telephone Mr. Alan Johnson in the Mooresville Regional Office at 704-663-1699.

Sincerely,



W. Corey Basinger, Regional Supervisor
Water Quality Regional Operations Section
Mooresville Regional Office, DEQ

Attachments

cc: David Schaeffer, Army Corps of Engineers, Charlotte, email
Daniel Roberts, CWS, email
DWR 401 & Buffer Permitting Branch file
MRO, Land Quality

**NORTH CAROLINA-DIVISION OF WATER RESOURCES
401 WATER QUALITY CERTIFICATION
SUMMARY OF PERMITTED IMPACTS AND MITIGATION REQUIREMENTS**

In accordance with 15A NCAC 2 H .0500, Seefried Industrial Properties, Inc. has permission as outlined below to impact 560 linear feet of stream and 0.13 acre of open water in order to proceed with the distribution facility in Mecklenburg County, North Carolina. All activities associated with these authorized impacts must be conducted with the conditions listed in the attached certification. THIS CERTIFICATION IS NOT VALID WITHOUT THE ATTACHMENTS.

COMPENSATORY MITIGATION REQUIREMENT: Division of Mitigation Services (DMS)

LOCATION:	Tuckaseegee Road
COUNTY:	Mecklenburg
BASIN/SUBBASIN	Catawba (03050101)

Impacts:

560 linear feet of stream
0.13 acre open water

As required by 15A NCAC 2H .0506, and the conditions of this certification, you are required to compensate for the above impacts through the restoration, creation, enhancement or preservation of wetlands as outlined below prior to conducting any activities that impact or degrade the waters of the state.

Note: Linear foot requirements proposed to be mitigated through the DMS must be rounded to the nearest foot and acreage requirements must be rounded to one-quarter acre increments according to 15 2r .0503(b).

Mitigation:

560 linear feet total of stream required (0.5:1)

Mitigation:

560 linear feet of stream by the DMS required for the 401 Water Quality Certification. In correspondence dated March 14, 2018 the DMS indicated that up to 560 linear feet of stream mitigation would be conducted by DMS if available within the cataloging unit. More may be required if mitigation is required outside the unit.

One of the options you have available to satisfy the compensatory mitigation requirements is through the payment of a fee to the DMS per NCAC 2R .0503. If you choose this option, please sign this form and mail it to the Ecosystem Enhancement Fund at the address listed below. An invoice for the appropriate amount of payment will be sent to you upon receipt of this form. PLEASE NOTE, THE ABOVE IMPACTS ARE NOT AUTHORIZED UNTIL YOU RECEIVE NOTIFICATION THAT YOUR PAYMENT HAS BEEN PROCESSED BY THE EEP.

Signature _____ Date _____

ENVIRONMENTAL QUALITY
DIVISION OF MITIGATION SERVICES
1652 Mail Service Center
RALEIGH, N.C. 27669-1652

CERTIFICATE OF COMPLETION

NCDWR Project No.: _____

County: _____

Applicant: _____

Project Name: _____

Date of Issuance of 401 Water Quality Certification: _____

Certificate of Completion

Upon completion of all work approved within the 401 Water Quality Certification or applicable Buffer Rules, and any subsequent modifications, the applicant is required to return this certificate to the 401 Wetland & Buffer Permitting Unit, North Carolina Division of Water Resources, 1617 Mail Service Center, Raleigh, NC, 27699-1617. This form may be returned to NCDWR by the applicant, the applicant's authorized agent, **or** the project engineer. It is not necessary to send certificates from all of these.

Applicant's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Agent's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Engineer's Certification

_____ Partial _____ Final

I, _____, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe (periodically, weekly, full time) the construction of the project for the Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature _____ Registration No. _____ Date _____

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. SAW-2013-02255 County: Mecklenburg U.S.G.S. Quad: NC-Charlotte West

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: Seefried Industrial Properties, Incorporated
Joseph Scarborough
Address: 3333 Riverwood Parkway, Suite 200
Atlanta, GA 30339
Telephone Number: 864-612-8104
E-mail: joes@seefriedproperties.com

Size (acres)	<u>158</u>	Nearest Town	<u>Charlotte</u>
Nearest Waterway	<u>Paw Creek</u>	River Basin	<u>Santee</u>
USGS HUC	<u>03050101</u>	Coordinates	Latitude: <u>35.2439</u> Longitude: <u>-80.9643</u>

Location description: The project area is located on the northeast corner of the intersection of I-485 and Wilkinson Boulevard. See project location map Figure 2 of 7 dated 3/8/2018.

Description of projects area and activity: This verification authorizes the placement of fill material in and the loss of 560 linear feet of intermittent stream and 0.13 acre of open water to facilitate the construction of an e-commerce distribution warehouse.

Applicable Law(s): ☒ Section 404 (Clean Water Act, 33 USC 1344)
☐ Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: **NWP 39. Commercial and Institutional Developments**

SEE ATTACHED NWP GENERAL, REGIONAL, AND/OR SPECIAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the enclosed Conditions, your application signed and dated 3/16/2018, and the enclosed plans Sheets EX-01-EX-04 dated 3/12/2018 (EX-04) and 3/14/2018. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management **Morehead City, NC, at (252) 808-2808.**

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact David L. Shaeffer at 704-510-1437 or david.l.shaeffer@usace.army.mil.

Corps Regulatory Official: 

Expiration Date of Verification: 03/18/2022

Digitally signed by SHAEFFER.DAVID.LEIGH.1260750573
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA,
cn=SHAEFFER.DAVID.LEIGH.1260750573
Date: 2018.05.08 14:30:49 -04'00'

Date: 05/08/2018

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Copy furnished:

Agent: **Carolina Wetland Services, Incorporated**
Daniel Roberts
Address: **550 East Westinghouse Boulevard**
Charlotte, NC 28273
Telephone Number: **704-527-1177**
E-mail: **daniel@cws-inc.net**

SPECIAL CONDITIONS

a. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

Action ID Number: SAW-2013-02255

County: Mecklenburg

Permittee: Seefried Industrial Properties, Incorporated, Joseph Scarborough

Project Name: Project Quattro/CLT Land

Date Verification Issued: 05/08/2018

Project Manager: David L. Shaeffer

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Attn: David L. Shaeffer
Charlotte Regulatory Office
U.S Army Corps of Engineers
8430 University Executive Park Drive, Suite 615
Charlotte, North Carolina 28262
or
david.l.shaeffer@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Compensatory Mitigation Responsibility Transfer Form

Permittee: Seefried Industrial Properties, Incorporated, Joseph Scarborough
Project Name: Project Quattro/CLT Land

Action ID: SAW-2013-02255
County: Mecklenburg

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Division of Mitigation Services (NCDMS), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements (credits) shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the bank ledger and provide a copy of the signed form and the updated bank ledger to the Permittee, the USACE Project Manager, and the Wilmington District Mitigation Office (see contact information on page 2). The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation*

8-digit HUC and Basin: 03050101, Catawba River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
560						

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements:

8-digit HUC and Basin: 03050101, Catawba River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
280						

Mitigation Site Debited: NCDMS

(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCDMS, list NCDMS. If the NCDMS acceptance letter identifies a specific site, also list the specific site to be debited).

Section to be completed by the Mitigation Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCDMS), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name: _____

Name of Sponsor's Authorized Representative: _____

Signature of Sponsor's Authorized Representative

Date of Signature

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/Additional Conditions: A letter from NCDMS, confirming their willing and able to accept the applicants compensatory mitigation responsibility, dated 3/14/2018 was included with the preconstruction notification.

This form is not valid unless signed below by the USACE Project Manager and by the Mitigation Sponsor on Page 1. ***Once signed, the Sponsor should provide copies of this form along with an updated bank ledger to: 1) the Permittee, 2) the USACE Project Manager at the address below, and 3) the Wilmington District Mitigation Office, Attn: Todd Tugwell, 11405 Falls of Neuse Road, Wake Forest, NC 27587 (email: todd.tugwell@usace.army.mil).*** Questions regarding this form or any of the permit conditions may be directed to the USACE Project Manager below.

USACE Project Manager: David L. Shaeffer
USACE Field Office: Charlotte Regulatory Office
US Army Corps of Engineers
8430 University Executive Park Drive, Suite 615
Charlotte, North Carolina 28262
Email: david.l.shaeffer@usace.army.mil



Digitally signed by
SHAEFFER.DAVID.LEIGH.1260750573
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=SHAEFFER.DAVID.LEIGH.1260750573
Date: 2018.05.08 14:36:52 -04'00'

USACE Project Manager Signature

05/08/2018

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <http://ribits.usace.army.mil>



LICENSED PROFESSIONAL

PRELIMINARY

NOT FOR

CONSTRUCTION

DATE:

LICENSED PROFESSIONAL

PRELIMINARY

NOT FOR

CONSTRUCTION

DATE:

SITE PLAN

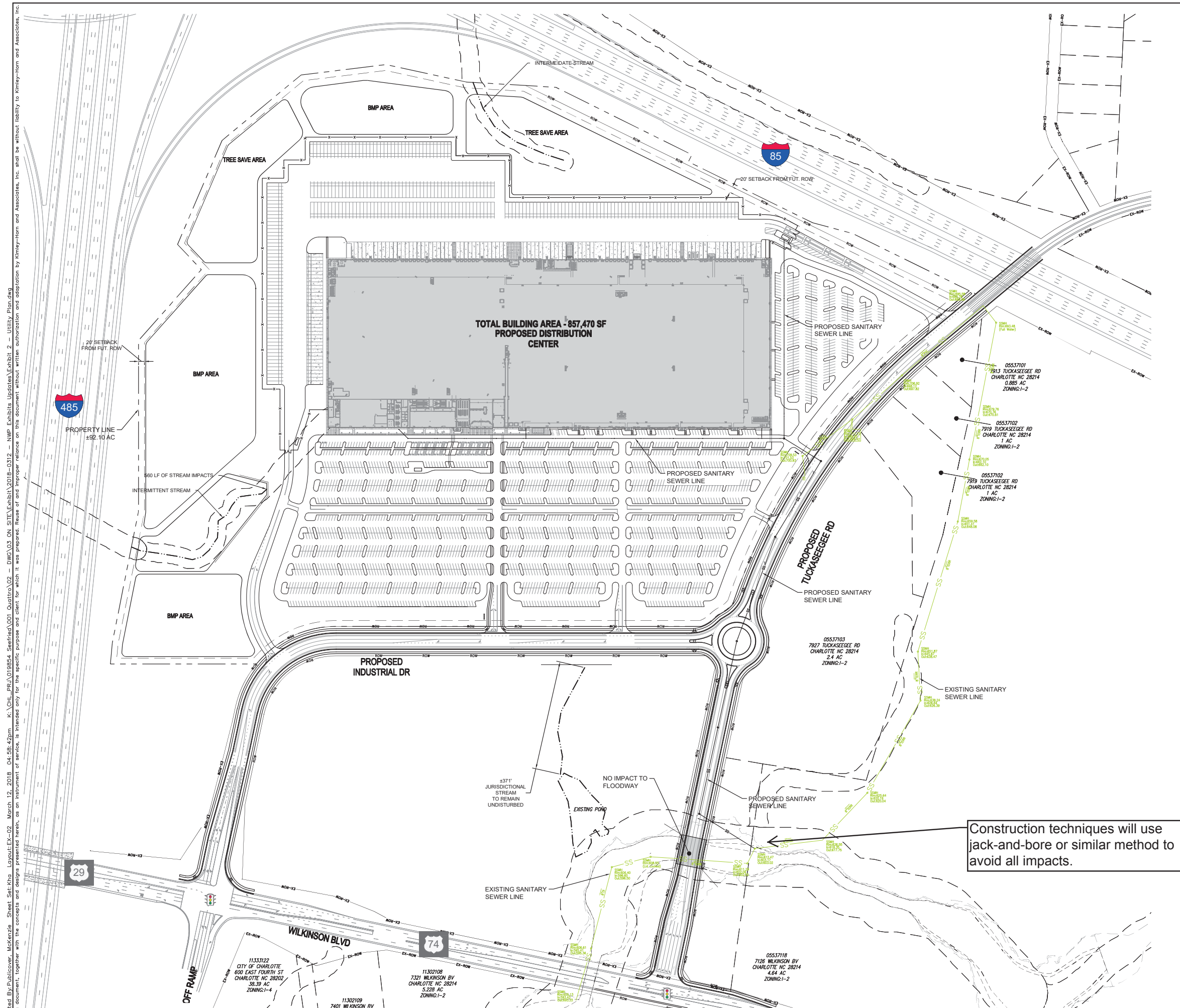
Kimley»Horn

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SOUTH TRYON ST SUITE 200 CHARLOTTE NC 28202

3000 INTON ST, SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM

NC LICENSE #F-0102

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UTILITY PLAN

PROJECT QUATTRO
CHARLOTTE, NORTH CAROLINA
PREPARED FOR
SEEFRIED DEVELOPMENT
MANAGEMENT, INC
3333 RIVERWOOD PARKWAY, SUITE 200
ATLANTA, GA 30339

SHEET NUMBER
EX-02

LICENSED PROFESSIONAL

PRELIMINARY

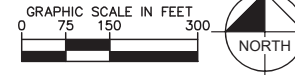
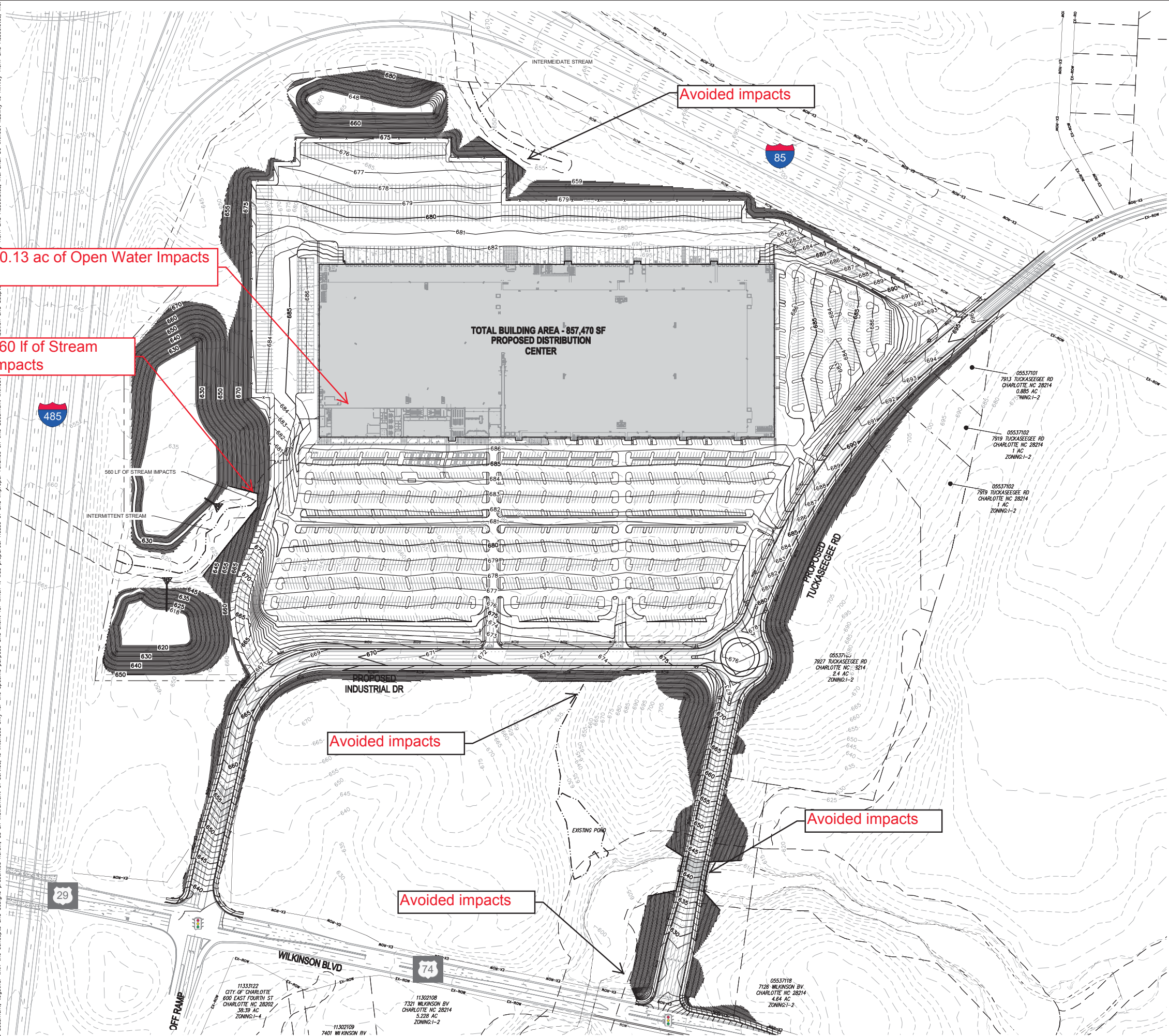
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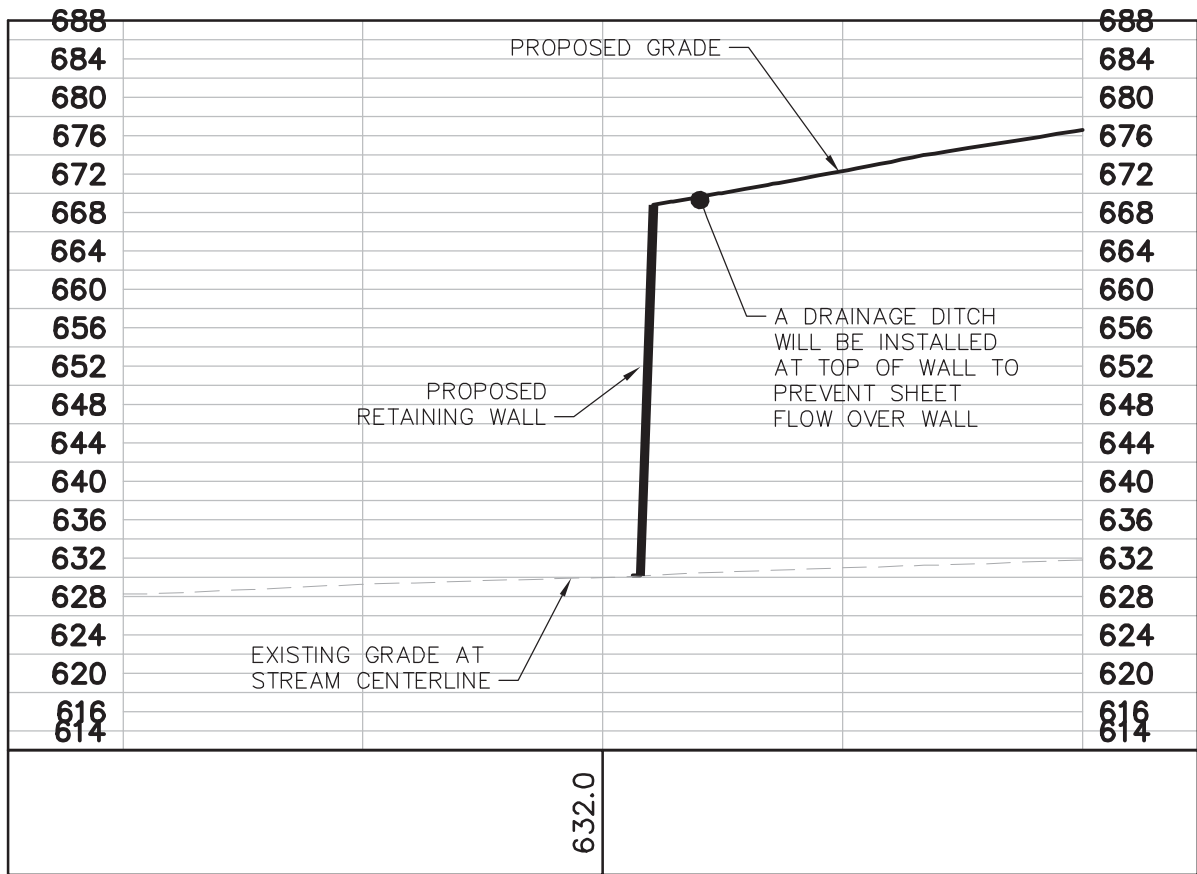
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
100 SOUTH TRYON ST, SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM
NC LICENSE #F-0102

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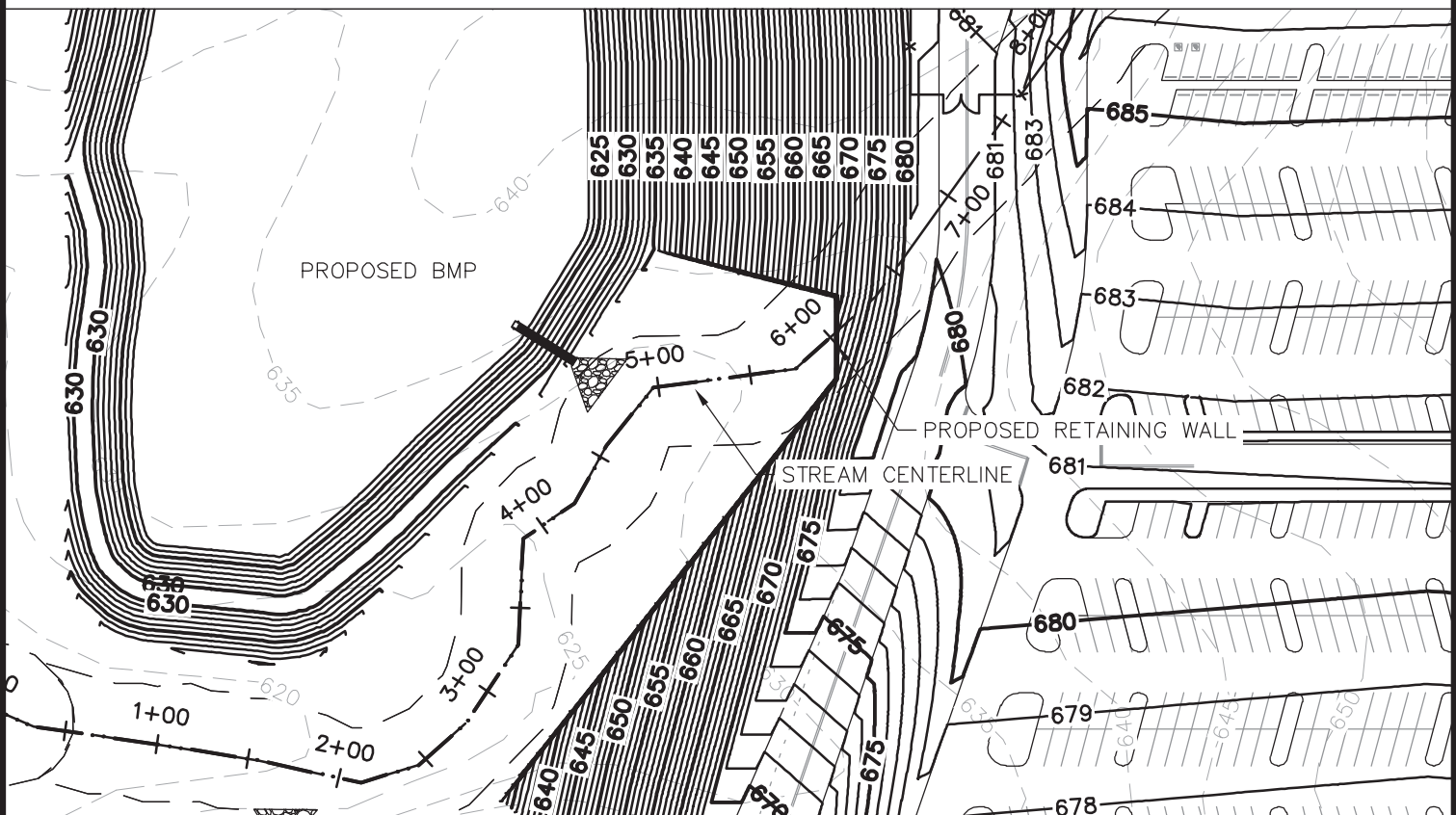
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This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without the written consent of Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PROJECT QUATTRO CHARLOTTE, NORTH CAROLINA PREPARED FOR SEEFRIED DEVELOPMENT MANAGEMENT, INC 3333 RIVERWOOD PARKWAY, SUITE 200 ATLANTA, GA 30339		GRADING PLAN		KIMLEY-HORN © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 200 SOUTH TRYON STREET, SUITE 200 CHARLOTTE, NC 28202 PHONE: 704-333-5131 WWW.KIMLEY-HORN.COM NC LICENSE #002		L MAE		DATE	
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HORIZONTAL: 1"=20'
VERTICAL 1"=10'



Kimley»Horn

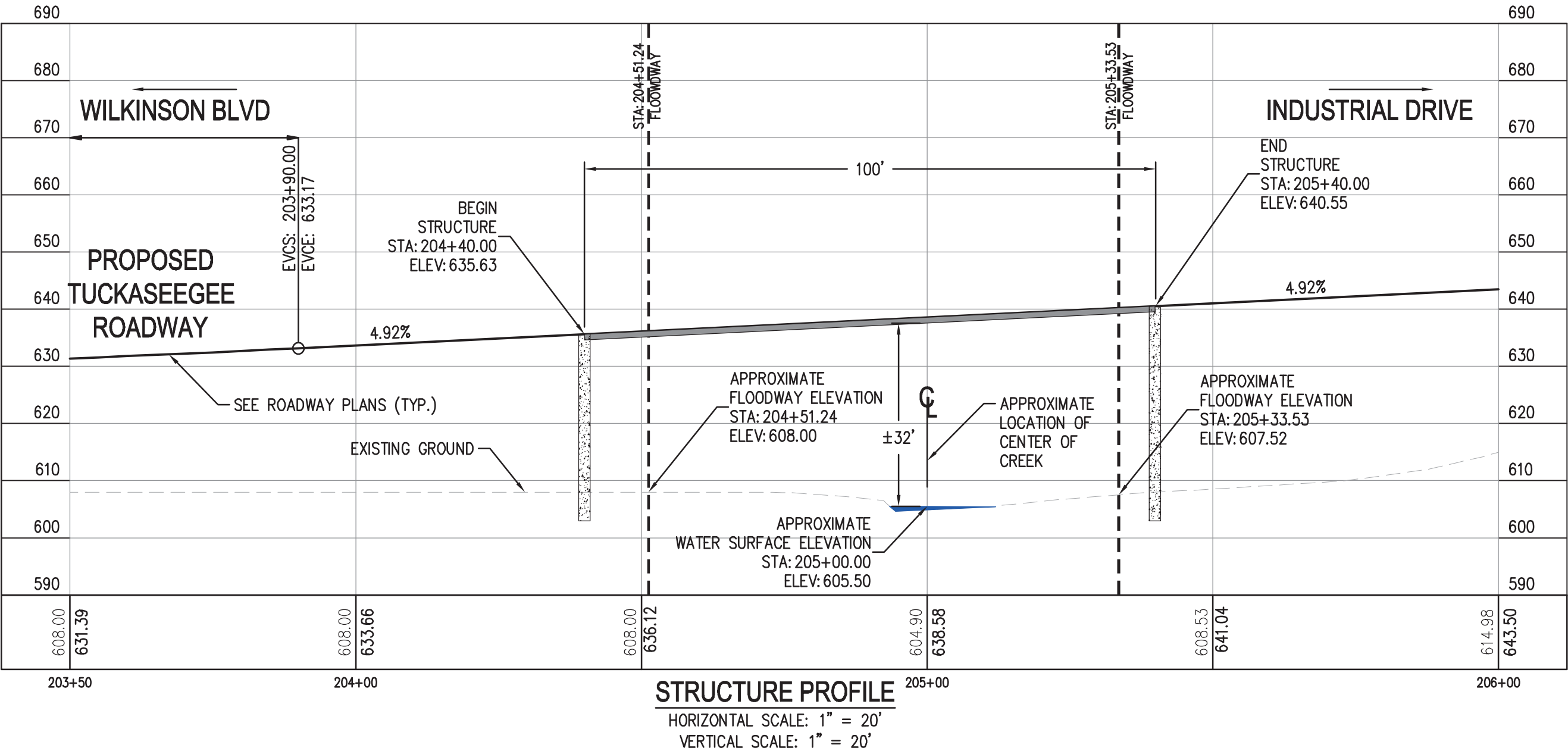
EX-04

RETAINING WALL PROFILE

DATE: 03-12-2018

0 50' 100'
SCALE: 1" = 100'

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NO. LICENSE #F-0102
200 SOUTH TRYON STREET, SUITE 200
CHARLOTTE, NORTH CAROLINA 28202
PHONE 704-333-5131

QUATTRO - TUCKASEEGEE ROAD
STRUCTURE DETAIL

DATE: 03-16-2018

SCALE: 1" = 20'