

Property Owner: Salisbury Blvd Group
Recorded in Book ____, **Page** ____
Associated plat recorded in Plat Book ____, **Page** ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Klumac Road II
Brownfields Project Number: 20027-16-080

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 201__ by _____ (“Prospective Developer”).

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environmental Quality (“DEQ”) is required to be filed in the Register of Deeds’ Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (“NCGS”), § 130A-310.35(b).

This Notice is required by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a property (“Brownfields Property”) being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (“Act”).

Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer’s receipt of DEQ’s approval of the Notice or Prospective Developer’s entry into the Brownfields Agreement required by the Act, whichever is later. The copy of the Notice certified by DEQ must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under the Prospective Developer’s name.

The Brownfields Property is located at 1207 and 1251 Klumac Road, Salisbury, NC (Rowan County parcel ID 060C002). The Brownfields Property comprises one parcel totaling 15.12 acres. The Brownfields Property is the former site of an asphalt batch plant and a wood treatment plant. The Prospective Developer has committed itself to no uses other than industrial, retail, hotel, car dealership, office, and, with prior written DEQ approval, other commercial uses.

The Brownfields Agreement between Prospective Developer and DEQ is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32. The Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Property's regulated substances and contaminants.

Attached as Exhibit B to this Notice is a reduction, to 8 1/2" x 11", of the survey plat component of this Notice. This plat shows areas designated by DEQ, has been prepared and certified by a professional land surveyor, meets the requirements of NCGS § 47-30, and complies with NCGS § 130A-310.35(a)'s requirement that the Notice identify:

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

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

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

LAND USE RESTRICTIONS

NCGS § 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DEQ (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DEQ shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for industrial retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a "Ready for Reuse" Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer's Brownfields Property Application. For purposes of this restriction, the following definitions apply:

a. "Industrial" defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials.

b. "Retail" defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, and the sales of food and beverage products.

c. "Hotel" defined as the provision of overnight lodging to paying customers, and to associated food services, gym, reservation, cleaning, utilities, parking and on-site hospitality,

management and reception services.

d. “Car Dealership” defined as a retail establishment where new or used motor vehicles are sold, leased, or rented, along with associated functions including vehicle maintenance and cleaning.

e. “Office” defined as the provision of business or professional services.

f. “Commercial” defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

2. The Brownfields Property may not be used for child care, adult care centers or schools without the prior written approval of DEQ.

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

4. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in Land Use Restriction No. 1 while fully protecting public health and the environment, except:

a. in connection with landscape planting to depths not exceeding 24 inches;

b. mowing and pruning of above-ground vegetation;

c. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

d. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in Land Use Restriction No. 9.

5. No use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of the Brownfields Property, pursuant to a plan approved in writing by DEQ, that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways.

6. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ’s satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined below in Land Use Restriction No. 9.

7. No enclosed building may be constructed on the Brownfields Property may be occupied until DEQ determines in writing that:

a. the building is or would be protective of the building’s users, public health and the

environment from risk of vapor intrusion based on site assessment data or a site-specific risk assessment approved in writing by DEQ;

b. the building is or would be sufficiently distant from the Brownfields Property's groundwater and/or soil contamination based on assessment data approved in writing by DEQ that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or

c. vapor intrusion mitigation measures are installed and/or implemented to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal on a report that includes photographs and a description of the installation and performance of said measures. Any design specification for vapor intrusion mitigation measures shall be approved in writing by DEQ in advance of installation and/or implementation of said measures. The design specifications shall include methodology(ies) for demonstrating performance of said measures.

8. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

9. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

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

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

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

d. plans for the proper characterization of, and, as necessary, disposal of contaminated soils excavated during redevelopment.

10. As part of the Land Use Restriction Update described below in Land Use Restriction No. 16, for each year after the year in which this Notice is recorded, and for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

- a. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed of Exhibit A;**
- b. soil grading and cut and fill actions;**
- c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;**
- d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and**
- e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).**

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

12. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book ____, Page ____.” A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions) of Exhibit A; or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV of Exhibit A.

13. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of Exhibit A, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

- a. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities;**
- b. in fluids in vehicles; and**
- c. as constituents of products and materials customarily used and stored in industrial,**

retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

14. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers, potential onsite water supply wells, as mentioned in paragraph 3 of the attached Exhibit A, and other man-made points of groundwater access at the Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

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

16. During January of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Rowan County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:

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

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

c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction No. 7 are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

d. A joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

e. A LURU submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in Land Use Restriction No. 12 and in paragraphs 21 and 22 of the attached Exhibit A provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ official referenced in paragraph 35.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DEQ through the remedies provided in NCGS § 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DEQ (or its successor in function), or his/her delegate, shall be subject to enforcement by DEQ to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this _____ day of _____, 201__.

[Name of Prospective Developer]

By: _____
Name typed or printed:
Title typed or printed:

NORTH CAROLINA
ROWAN COUNTY

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

Date: _____

Official Signature of Notary

(Official Seal)

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

APPROVAL AND CERTIFICATION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY

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

North Carolina Department of Environmental Quality

By: _____ Date _____
Michael E. Scott
Director, Division of Waste Management

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: **[PD Entity]**

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Klumac Road II
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>)	1207 and 1251 Klumac Road
Brownfields Project # 20027-16-080)	Salisbury, Rowan County

I. **INTRODUCTION**

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and **[PD Entity]** (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”) for the property located at 1207 and 1251 Klumac Road, Salisbury, Rowan County (the “Brownfields Property”). A map showing the location of the Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

[PD Entity] is a **[state/type of corporation]** that was formed on **[date of formation]**. The principal officer is **[agent name]** and its business address is **[address]**. The Brownfields Property is approximately 15.12 acres in size and is currently owned by Salisbury Boulevard Group, a Limited Partnership (“SBG”). Ownership of the Brownfields Property was transferred to SBG, on December 22, 1986. **[PD Entity]** intends to redevelop the Brownfields Property for industrial retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a “Ready for Reuse” Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer ’s Brownfields Property Application.

The Parties agree to undertake all actions required by the terms and conditions of this

Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DEQ's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of [PD Entity] for contaminants at the Brownfields Property.

The Parties agree that [PD Entity]'s entry into this Agreement, and the actions undertaken by [PD Entity] in accordance with the Agreement, do not constitute an admission of any liability by [PD Entity] for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit [PD Entity] shall provide to DEQ, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in NCGS § 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Brownfields Property" shall mean the property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.
2. "Prospective Developer" shall mean [PD Entity].

III. STATEMENT OF FACTS

3. The Brownfields Property is comprised of one parcels (Rowan County Parcel IDs 060C002) totaling 15.12 acres. Currently, the western, southwestern and northern portions of the Brownfields Property are generally comprised of wooded land, while the southeastern portion is generally comprised of grassy land. A powerline easement with above ground lines and support towers traverses the Brownfields Property from the southwest to the northeast, and a municipal sewer easement traverses the far western portion of the Brownfields Property. Two ponds are located in the central portion of the Brownfields Property and an unnamed tributary of Town

Creek flows along the western edge of the Brownfields Property. A gravel access road is located in the northeastern portion of the Brownfields Property which extends from Klumac Road to the powerline easement in the central portion of the Brownfields Property. A water supply well south of the access road was depicted on figures attached to the 2000 *Preliminary Site Assessment*, mentioned in paragraph 5 below. The water supply well could not be located during recent site reconnaissance. Prospective Developer has committed itself to redevelopment for no uses other than industrial and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a “Ready for Reuse” Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer ’s Brownfields Property Application.

4. The Brownfields Property is bordered to the southeast by Interstate 85 with vacant land and Rowan-Cabarrus Community College located beyond; to the southwest by a shopping center; to the west by undeveloped land and a cellular tower; to the northwest by a shopping center; to the north by Foils, Inc., a scrap metal facility, and a power substation; and to the northeast by a demolished former industrial facility of unknown prior use.

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

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Preliminary Site Assessment	Earth Tech of North Carolina, Inc.	January 14, 2000
Phase I Environmental Site Assessment	ECS Carolinas, LLP	April 26, 2007
Report of Phase II Environmental Site Assessment	ECS Carolinas, LLP	August 14, 2007
Historic Site Information Letter Report	ECS Carolinas, LLP	December 18, 2007
Report of Phase II Environmental Site Assessment	ECS Carolinas, LLP	February 1, 2008
Summary of Orphan Tank Removals	ECS Carolinas, LLP	February 19, 2008
Brownfields Receptor Survey and Supplemental Site Information	Hart & Hickman, PC	December 22, 2016

<i>Title</i>	<i>Prepared by</i>	<i>Date of Report</i>
Brownfields Assessment Report	Hart & Hickman, PC	July 10, 2017

6. For purposes of this Agreement, DEQ relies on the following representations by Prospective Developer as to use and ownership of the Brownfields Property:

a. The Brownfields Property is currently owned by [future PD]. The Brownfields Property was previously owned by the Salisbury Boulevard Group from 1986 to [SBG sale date to future PD]. From 1960 to 1986, the Brownfields Property was owned by the Powlas family. Prior to the Powlas family's ownership, the Brownfields Property was owned by the Collins family.

b. Based on the earliest available historic aerial imagery, in 1936 the Brownfields Property consisted of wooded land. Prior to 1958, the eastern portion of the Brownfields Property was developed with a structure and agricultural use land, and the central portion of the Brownfields Property was developed with a utility easement and overhead powerlines. The southwestern portion of the Brownfields Property was developed with an asphalt batch plant in 1959 by the Powlas family, mentioned above. By 1968, the asphalt batch plant had ceased operations due to new asphalt plant standards. Later in 1968, the asphalt plant was sold to Rae Construction, who leased that portion of the Brownfields Property for storage and use of the site structures.

c. In 1963 a wood treatment plant/lumberyard was constructed at the north central portion of the Brownfields Property, under the ownership of the Powlas Family originally and eventually under Durable Wood (1967-1974). Lumber treatment operations ceased in the mid 1970's and the Brownfields Property has remained idled and vacant since that time.

d. The eastern portion of the Brownfields Property (east of the utility easement) was cleared of vegetation and rough graded in 2005 by the current owner, the Salisbury Boulevard Group, in anticipation of possible development activities. During rough grading activities in 2005, an approximately 450-foot long soil berm was created to the east of the utility easement that extends from the central portion to the southwestern portion of the Brownfields Property. Since that time, the Brownfields Property has remained undeveloped vacant land.

7. Pertinent environmental information regarding the Brownfields Property and surrounding area includes the following:

a. In association with the asphalt batch plant that was located in the southeastern portion of the Brownfields Property, at least three above ground storage tanks (ASTs) were present. These ASTs reportedly contained up to 10,000 gallons of heating fuel, and liquid asphalt in unknown volumes. A 550-gallon gasoline UST was present adjacent to the asphalt plant's driveway and was used to fuel asphalt plant vehicles and for asphalt grade testing.

b. During the Brownfields Property's use as a lumber treatment plant, up to three detention ponds to prevent direct run-off or release from the lumber treatment operations, and up to five ASTs were present. Wood treatment products, from a company named Osmose, were brought onto the Brownfields Property in powder form and mixed with boiling water in an 8,000-gallon AST for lumber treatment operations.

c. In July 2007, A&D Environmental Services, Inc. (A&D) conducted removal operations of several displaced tanks, 55-gallons drums, 5-gallons buckets, metal debris and scrap tires. Eight petroleum storage tanks were removed from the Brownfields Property and disposed of offsite A&D. These included: six tanks, ranging in capacity from 275-gallon to 5,000-gallon, that were located in the northernmost corner of the Brownfields Property; one 1,000-gallon tank that was located in the wooded, western portion of the Brownfields Property;

and one 1,000-gallon tank that was removed from the southernmost end of the soil berm traversing the Brownfields Property. Approximately 986 gallons of non-regulated tar sludge was removed from two 1,000-gallon tanks and properly disposed of by A&D. Confirmatory soil samples collected from the location of four of the removed tanks located in the northernmost corner of the Brownfields Property were analyzed for total petroleum hydrocarbons (TPH) diesel range organics (DRO) and TPH gasoline range organics (GRO). Analytical results indicated that TPH compounds were not detected in these samples. Confirmation soil samples were not taken from all tank locations.

d. In February 2008, two empty, orphan 1,000-gallon tanks were removed by A&D from the wooded, western portion of the Brownfields Property. Upon removal, it was determined that the tanks contained water and tar; it is likely that these tanks were once part of the asphalt batch plant. No staining was evident upon removal and no confirmatory soil samples were collected.

8. The most recent environmental sampling at the Brownfields Property reported in the Environmental Reports occurred in April 2017. The tables set forth in Exhibit 2 to this Agreement present contaminants present at the Brownfields Property above applicable standards or screening levels for each media sampled.

9. For purposes of this Agreement, DEQ relies on Prospective Developer's representations that Prospective Developer's involvement with the Brownfields Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated **[date of application]**, and contracting to purchase the Brownfields Property on **[date of contract]**.

10. Prospective Developer has provided DEQ with information, or sworn certifications regarding that information on which DEQ relies for purposes of this Agreement, sufficient to

demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at NCGS § 130A-310.32(a)(1);

b. As a result of the implementation of this Agreement, the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Brownfields Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Brownfields Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

11. Prospective Developer has paid to DEQ the \$7,500 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$7,500 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in

effect, in which case there shall be an additional fee of at least \$1,000.

IV. BENEFIT TO COMMUNITY

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

- a. a return to productive use of the Brownfields Property;
- b. provide positive social impacts on the surrounding residential and business communities;
- c. spur additional development and investment in the community, resulting in further tax base increases and employment opportunities;
- d. an increase in tax revenue for affected jurisdictions;
- e. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

V. WORK TO BE PERFORMED

13. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Brownfields Property, using the nine (9) areas incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design certification program (Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, Indoor Environmental Quality, Locations & Linkages, Awareness & Education, Innovation in Design and Regional Priority), or a similar program.

14. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DEQ’s Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than

remediation that may be required pursuant to a DEQ-approved Environmental Management Plan (EMP).

15. By way of the Notice of Brownfields Property referenced below in paragraph 20, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DEQ shall be understood to include any successor in function.

a. No use may be made of the Brownfields Property other than for industrial retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a “Ready for Reuse” Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer’s Brownfields Property Application. For purposes of this restriction, the following definitions apply:

i. “Industrial” defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials.

ii. “Retail” defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, and the sales of food and beverage products.

iii. “Hotel” defined as the provision of overnight lodging to paying customers, and to associated food services, gym, reservation, cleaning, utilities, parking and on-site hospitality, management and reception services.

iv. “Car Dealership” defined as a retail establishment where new or used motor vehicles are sold, leased, or rented, along with associated functions including vehicle maintenance and cleaning.

v. "Office" defined as the provision of business or professional services.

vi. "Commercial" defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

b. The Brownfields Property may not be used for child care, adult care centers or schools without the prior written approval of DEQ.

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

d. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 15.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 24 inches;

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 15.i.

e. No use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of the Brownfields Property, pursuant to a plan approved in writing by DEQ, that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways.

f. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined below in subparagraph 15.i.

g. No enclosed building may be constructed on the Brownfields Property may be occupied until DEQ determines in writing that:

i. the building is or would be protective of the building's users, public health and the environment from risk of vapor intrusion based on site assessment data or a site-specific risk assessment approved in writing by DEQ;

ii. the building is or would be sufficiently distant from the Brownfields Property's groundwater and/or soil contamination based on assessment data approved in writing by DEQ that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or

iii. vapor intrusion mitigation measures are installed and/or implemented to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal on a report that includes photographs and a description of the installation and performance of said measures. Any design specification for vapor intrusion mitigation measures shall be approved in writing by DEQ in advance of installation and/or implementation of said measures. The design specifications shall include methodology(ies) for demonstrating performance of said measures.

h. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

i. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved

in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

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

ii. issues related to potential sources of contamination referenced in Exhibit 2.

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

iv. plans for the proper characterization of, and, as necessary, disposal of contaminated soils excavated during redevelopment.

j. As part of the Land Use Restriction Update described below in subparagraph 15.p., for each year after the year in which the Notice referenced below in paragraph 20 is recorded, and for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken on the Brownfields Property in accordance with Section

V: Work to be Performed above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

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

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

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

l. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book ____, Page ____.” A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this subparagraph:

(i) If every lease and rider is identical in form, the owner conveying an interest may provide

DEQ with copies of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

m. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

i. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities;

ii. in fluids in vehicles; and

iii. as constituents of products and materials customarily used and stored in industrial, retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

n. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers, potential onsite water supply wells, as mentioned above in paragraph 3, and other man-made points of groundwater access at the Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

o. The owner of any portion of the Brownfields Property where any existing, or

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

p. During January of each year after the year in which the Notice referenced below in paragraph 20 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Rowan County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:

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

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

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 15.g above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

iv. A joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU

as well as for each of the owners on whose behalf the joint LURU is submitted.

iv. A LURU submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in subparagraph 15.l., above, and below in paragraphs 21 and 22 of this Agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

16. The desired result of the above-referenced land use restrictions is to make the Brownfields Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

17. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are, as to field procedures and laboratory testing, the Guidelines of the Inactive Hazardous Sites Branch of DEQ's Superfund Section and the Division of Waste Management Vapor Intrusion Guidance, as embodied in their most current version.

18. The consequence of achieving the desired results will be that the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

19. In addition to providing access to the Brownfields Property pursuant to subparagraph 15.k. above, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Brownfields Property under

applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

20. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property for the Brownfields Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Brownfields Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date of this Agreement, Prospective Developer shall file the Notice of Brownfields Property in the Rowan County, North Carolina, Register of Deeds' Office. Within three (3) business days thereafter, Prospective Developer shall furnish DEQ a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

21. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though

financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

22. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within seven days of the effective date of this Agreement.

VII. DUE CARE/COOPERATION

23. The Prospective Developer shall exercise due care at the Brownfields Property with respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields Property by DEQ and further agrees not to interfere with any such assessment or remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 35.a. below

of any such required notification.

VIII. CERTIFICATION

24. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in the Brownfields Property Application dated [date of application] by which it applied for this Agreement. That use is industrial, retail, hotel, car dealership, office, and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a “Ready for Reuse” Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer’s Brownfields Property Application. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Brownfields Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Brownfields Property.

IX. DEQ’S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

25. Unless any of the following apply, Prospective Developer shall not be liable to DEQ, and DEQ covenants not to sue Prospective Developer, for remediation of the Brownfields Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Brownfields Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of

the Brownfields Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.

c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Brownfields Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Brownfields Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Brownfields Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Brownfields Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Brownfields Property fully protective of public

health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under NCGS § 130A-310.35.

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

27. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, NCGS § 113A-1, et seq.

28. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 25 through 27, above, apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Brownfields Property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

29. In consideration of DEQ's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DEQ, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND

30. This Agreement shall apply to and be binding upon DEQ, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

XII. DISCLAIMER

31. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2). However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

32. Except for the land use restrictions set forth in paragraph 15 above and NCGS § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIII. DOCUMENT RETENTION

33. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement,

unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XIV. PAYMENT OF ENFORCEMENT COSTS

34. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

35. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first-class U.S. mail, as follows:

a. for DEQ:

Hayley Irick (or successor in function)
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

[PD Contact Information]

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

36. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in N.C.G.S. § 130A-310.35(b). If the Agreement is not signed by Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and invalidate its signature on this Agreement.

XVII. TERMINATION OF CERTAIN PROVISIONS

37. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

38. With regard to claims for contribution against Prospective Developer in relation to

the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by NCGS § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DEQ or any other person in relation to the Brownfields Property.

39. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DEQ in writing no later than 60 days prior to the initiation of such suit or claim.

40. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DEQ in writing within 10 days of receiving said suit or claim.

XIX. PUBLIC COMMENT

41. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last of the following public notice tasks occurs: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Brownfields Property is located; conspicuous posting of a copy of said summary at the Brownfields Property; and mailing or delivery of a copy of the summary to each owner of property contiguous to the Brownfields Property. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
By:

Michael E. Scott
Director, Division of Waste Management

Date

IT IS SO AGREED:

[PD Entity]

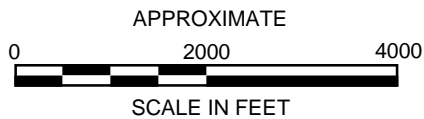
By:

[Name]

[Title]

Date

Exhibit 1



U.S.G.S. QUADRANGLE MAP
SALISBURY, NC 1991

QUADRANGLE
 7.5 MINUTE SERIES (TOPOGRAPHIC)


TITLE	SITE LOCATION MAP		
PROJECT	1207 & 1251 KLUMAC ROAD SALISBURY, NC		
		2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007 (p) 704-586-0373 (f)	
SMARTER ENVIRONMENTAL SOLUTIONS			
DATE:	12-11-14	REVISION NO:	0
JOB NO:	SBG-001	FIGURE:	1

Exhibit 2

The most recent environmental sampling at the Property reported in the Environmental Reports occurred on April 20, 2017. The following tables set forth, for contaminants present at the Property above unrestricted use standards or screening levels, the maximum and most recent concentrations found at each sample location, and the applicable standard or screening level. Screening levels, groundwater standards, and surface water standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

GROUNDWATER

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

Groundwater Contaminant	Sample Location	Date of Sampling	Maximum Concentration Exceeding Standard (µg/L)	Date of Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Acenaphthene	TW-2	10/24/07	87	10/24/07	87	80
	HHTW-4	4/20/17	270	4/20/17	270	
	HHTW-20	4/20/17	220	4/20/17	220	
	W-8	12/6/07	138	12/6/07	138	
	W-11	12/6/07	101	12/6/07	101	
Barium	W-11	12/6/07	810	12/6/07	810	700
Benzene	HHTW-2	4/21/17	7.2	4/21/17	7.2	1
	HHTW-4	4/20/17	48 J	4/20/17	48 J	
	HHTW-20	4/20/17	46 J	4/20/17	46 J	
	TW-1	6/26/07	130	6/26/07	130	
	TW-2	10/24/07	110	10/24/07	110	
	W-8	12/6/07	4.6	12/6/07	4.6	
	W-11	12/6/07	392	12/6/07	392	
Benz(a)anthracene	HHTW-4	4/20/17	17	4/20/17	17	0.05
	HHTW-20	4/20/17	9.6	4/20/17	9.6	
Benzo(a)pyrene	HHTW-4	4/20/17	5.7	4/20/17	5.7	0.005
Benzo(b)fluoranthene	HHTW-4	4/20/17	9.1	4/20/17	9.1	0.05
	HHTW-20	4/20/17	5.1	4/20/17	5.1	
Benzo(k)fluoranthene	HHTW-4	4/20/17	3.2 J	4/20/17	3.2 J	0.5
Carbazole	HHTW-4	4/20/17	380	4/20/17	380	2
	HHTW-5	4/20/17	7.6 J	4/20/17	7.6 J	

	HHTW-20	4/20/17	310	4/20/17	310	
Chromium (Total)	HHTW-3	4/20/17	11	4/20/17	11	10
	W-11	12/6/07	520	12/6/07	520	
Chrysene	HHTW-4	4/20/17	16	4/20/17	16	5
	HHTW-20	4/20/17	8.3	4/20/17	8.3	
Dibenzofuran	TW-2	10/24/07	92	10/24/07	92	28
	HHTW-4	4/20/17	170	4/20/17	170	
	HHTW-20	4/20/17	170	4/20/17	170	
	W-8	12/6/07	45.3	12/6/07	45.3	
	W-11	12/6/07	61.1	12/6/07	61.1	
2,4-Dimethylphenol	HHTW-20	4/20/17	120	4/20/17	120	100
	TW-2	10/24/07	5,400	10/24/07	5,400	
	W-11	12/6/07	517	12/6/07	517	
Isopropylbenzene	HHTW-4	4/20/17	330	4/20/17	330	70
	HHTW-20	4/20/17	300	4/20/17	300	
1-Methylnaphthalene	HHTW-2	4/20/17	3.9 J	4/20/17	3.9 J	1
	HHTW-4	4/20/17	260	4/20/17	260	
	HHTW-5	4/20/17	3.4 J	4/20/17	3.4 J	
	HHTW-20	4/20/17	230	4/20/17	230	
	W-8	12/6/07	59.1	12/6/07	59.1	
	W-11	12/6/07	198	12/6/07	198	
2- Methylnaphthalene	HHTW-4	4/20/17	490	4/20/17	490	30
	HHTW-20	4/20/17	450	4/20/17	450	
	TW-2	6/26/07	34	10/24/07	110	
		10/24/07	110	10/24/07	110	
	W-8	12/6/07	68.7	12/6/07	68.7	
W-11	12/6/07	200	12/6/07	200		
2-Methylphenol	TW-2	10/24/07	1,800	10/24/07	1,800	500
3,4-Methylphenol	TW-2	10/24/07	1,000	10/24/07	1,000	40
	HHTW-20	4/20/17	450	4/20/17	450	
	W-8	12/6/07	168	12/6/07	168	
	W-11	12/6/07	155	12/6/07	155	
Naphthalene	HHTW-2	4/21/17	190	4/21/17	190	6
	HHTW-4	4/20/17	12,000	4/20/17	12,000	
	HHTW-5	4/20/17	55	4/20/17	55	
	HHTW-20	4/20/17	13,000	4/20/17	13,000	
	TW-1	6/26/07	4,700	6/26/07	4,700	
	TW-2	10/24/07	7,300	10/24/07	7,300	
	W-8	12/6/07	1,600	12/6/07	1,600	
	W-11	12/6/07	6,100	12/6/07	6,100	
Pentachlorophenol	TW-2	10/24/07	440	10/24/07	440	0.3

	HHTW-4	4/20/17	1,300	4/20/17	1,300	
	HHTW-5	4/20/17	5.2 J	4/20/17	5.2 J	
	HHTW-20	4/20/17	880	4/20/17	880	
	W-8	12/6/07	197	12/6/07	197	
	W-11	12/6/07	2,350	12/6/07	2,350	
Phenanthrene	HHTW-4	4/20/17	270	4/20/17	270	200
	HHTW-20	4/20/17	220	4/20/17	220	
Phenol	HHTW-20	4/20/17	130	4/20/17	130	30
	W-8	12/6/07	30.7	12/6/07	30.7	
n-Propylbenzene	HHTW-4	4/20/17	130 J	4/20/17	130 J	70
Selenium	W-11	12/6/07	55	12/6/07	55	50

¹J – estimated concentration above laboratory method detection limit and below laboratory reporting limit.

GROUNDWATER VAPOR INTRUSION RISK

Groundwater contaminants with potential for vapor intrusion (VI) in micrograms per liter (the equivalent of parts per billion), the vapor intrusion screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management February 2018 version):

Groundwater Contaminant with Potential for Vapor Intrusion	Sample Location	Date of Sampling	Maximum Concentration Exceeding Screening Level (µg/L)	Date of Sampling	Most Recent Concentration Exceeding Screening Level (µg/L)	Non-Residential VI Screening Level ¹ (µg/L)
Benzene	TW-1	6/26/07	130	6/26/07	130	69
	TW-2	10/24/07	110	10/24/07	110	
	W-11	12/6/07	392	12/6/07	392	
Naphthalene	HHTW-2	4/21/17	190	4/21/17	190	150
	HHTW-4	4/20/17	12,000	4/20/17	12,000	
	HHTW-20	4/20/17	13,000	4/20/17	13,000	
	TW-1	6/26/07	4,700	6/26/07	4,700	
	TW-2	10/24/07	7,300	10/24/07	7,300	
	W-8	12/6/07	1,600	12/6/07	1,600	
	W-11	12/6/07	6,100	12/6/07	6,100	
1,3,5-Trimethylbenzene	HHTW-4	4/20/17	290	4/20/17	290	150
	HHTW-20	4/20/17	260	4/20/17	260	

¹. Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-5 lifetime incremental cancer risk.

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2018 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/Commercial Screening Level ¹ (mg/kg)
Arsenic	HHB-9	3-5	4/19/17	13	3
	HHB-10	2-4	4/19/17	15	
	HHB-14	2-4	4/20/17	3.5	
	HHS-1	0-1	4/20/17	100	
	HHS-2	0-1	4/20/17	15	
	HHTW-5	6-8	4/20/17	3.9	
Benzene	W-8	2.5-5	12/5/07	7.4	5.4
Benz(a)anthracene	HHB-10	2-4	4/19/17	140	21
	HHS-1	0-1	4/20/17	280	
	W-8	2.5-5	12/05/07	373	
	W-11	12.5-15	12/05/07	41.8	
Benzo(a)pyrene	HHB-9	3-5	4/19/17	15	2.1
	HHB-10	2-4	4/19/17	55	
	HHS-1	0-1	4/20/17	320	
	HHS-2	0-1	4/20/17	2.5	
	HHTW-5	6-8	4/20/17	5.2	
	DPT-20	7.5-10	6/26/07	3.9	
	SED-1	0.5-1	12/05/07	2.8	
	W-8	2.5-5	12/05/07	179	
	W-11	12.5-15	12/05/07	14.4	
Benzo(b)fluoranthene	HHB-9	3-5	4/20/17	38	21
	HHB-10	2-4	4/19/17	84	
	HHS-1	0-1	4/20/17	820	
	W-8	2.5-5	12/05/07	197	
Benzo(k)fluoranthene	HHS-1	0-1	4/20/17	260	210
Dibenz(a,h)anthracene	HHB-9	3-5	4/20/17	5.0	2.1
	HHB-10	2-4	4/19/17	5.6	
	HHS-1	0-1	4/20/17	45	
Dibenzofuran	HHB-10	2-4	4/19/17	380	210
	W-8	2.5-5	12/05/07	1,050	
Ethylbenzene	W-8	2.5-5	12/5/07	32.4	27

Indeno(1,2,3-cd) pyrene	HHB-10	2-4	4/19/17	21	21
	HHS-1	0-1	4/20/17	160	
1-Methylnaphthalene	HHB-10	2-4	4/19/17	230	73
	W-8	2.5-5	12/05/07	555	
	W-11	12.5-15	12/05/07	116	
2-Methylnaphthalene	DPT-20	7.5-10	6/26/17	9,600	600
	W-8	2.5-5	12/05/07	1,040	
Naphthalene	HHB-10	2-4	4/19/17	2,300	18
	HHTW-5	6-8	4/20/17	39	
	DPT-17	2.5-5	6/26/07	760	
	DPT-20	7.5-10	6/26/07	29	
	W-8	2.5-5	12/05/07	7,480	
	W-11	12.5-15	12/05/07	749	
Pentachlorophenol	HHB-9	3-5	4/19/17	6.7	4
	HHB-10	2-4	4/19/17	320	
	HHS-1	0-1	4/20/17	1,600	
	HHS-2	0-1	4/20/17	12	
	HHTW-5	6-8	4/20/17	5.9	
	DPT-20	7.5-10	6/26/07	4.9	
	W-8	2.5-5	12/05/07	134	
	W-11	12.5-15	12/05/07	69.6	
Total Petroleum Hydrocarbons – Diesel Range Organics	B-4	7.5-10	12/5/07	9,760	100 ²
	DPT-17	2.5-5	6/26/07	31,000	
	DPT-22	7.5-10	6/26/07	310	
	DPT-25	12.5-15	7/16/07	1,100	
	DPT-26	15-17.5	7/16/07	22,000	
	DPT-27	7.5-10	7/17/07	56,000	
	DPT-28	12.5-15	7/17/07	11,000	
	DPT-29	12.5-15	7/17/07	62,000	
	DPT-30	10-12.5	7/17/07	680	
	DPT-31	2.5-5	7/17/07	29,000	
	DPT-34	7.5-10	7/18/07	700	
	DPT-35	10-12.5	7/18/07	140	
	DPT-37	0.5-2.5	7/18/07	4,400	
	SED-1	0.5-1	12/5/07	1,690	

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

²Underground Storage Tanks Section Action Level for TPH-DRO (2016)

SURFACE WATER

Surface water contaminants (in micrograms per liter, the equivalent of parts per billion), the unrestricted use standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2B, Rule .0208 (June 30, 2016 version):

Surface Water Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Lead	HHSW-2	4/20/17	0.68 J	0.54
	HHSW-3	4/20/17	1.9 J	
	HHSW-4	4/20/17	0.86 J	

I, MILES A. WRIGHT, PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1108 PAGE 713, ETC.) (OTHER): THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000± THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30TH DAY OF NOV., A.D., 2017.

SEAL OR STAMP
Miles A. Wright

SURVEYOR L5256
LICENSE NUMBER



Certificate of Approval: Exception Plat
I hereby certify that the plat shown qualifies as an exception plat as defined in Section 15.11.A of the Salisbury Land Development Ordinance. The plat has been found to comply with the regulations of the Salisbury Land Development Ordinance, and has been approved by the City of Salisbury for recording in the Office of the Register of Deeds of Rowan County.

Date _____
Subdivision Administrator _____

STATE OF NORTH CAROLINA COUNTY OF ROWAN
I, _____ REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER _____

THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR ANOTHER EXEMPTION TO THE DEFINITION OF SUBDIVISION.
Miles A. Wright, PLS

- LEGEND**
- = EIP = EXISTING IRON PIN AS DESCRIBED
 - = SET 1/2" REBAR
 - = R/W MARKER
 - × = P.K. NAIL
 - = NO PHYSICAL CORNER SET
 - = NCGS MONUMENT
 - △ = R/R SPIKE
 - ⊙ = SEWER MANHOLES
 - W— = WATERLINE (SIZES DIFFER)
 - SD— = STORM DRAINAGE
 - CL— = CHAIN LINK FENCE
 - R/W— = RIGHT-OF-WAY LINES
 - ⊙ = FIRE HYDRANT
 - ⊕ = WATER VALVE
 - E— = UNDERGROUND ELECTRIC
 - E/P— = EX. EDGE OF PAVEMENT
 - E/L— = EASEMENT LINE
 - ⊙ = TEMPORARY MONITORING WELL/SOIL SAMPLE LOCATION
 - ⊙ = TEMPORARY MONITORING WELL LOCATION
 - ⊙ = SOIL SAMPLE LOCATION
 - ⊙ = BROWNFIELDS BOUNDARY
 - ⊙ = UTILITY POLE
 - = STRUCTURE OUTLINE
 - C/G— = CURB & GUTTER
 - E/P— = EXTENSION OF PROPERTY LINE
 - P/L— = PROP. LINES NOT SURVEYED
 - ⊙ = SEWER MANHOLE
 - S/L— = SEWER LINE

THIS IS TO CERTIFY THAT THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND, THIS 30TH DAY OF NOV. 18, 2017.

Miles A. Wright
PLS.

CERTIFICATE OF OWNERSHIP AND DEDICATION
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF SALISBURY

DATE _____ OWNER(S) _____

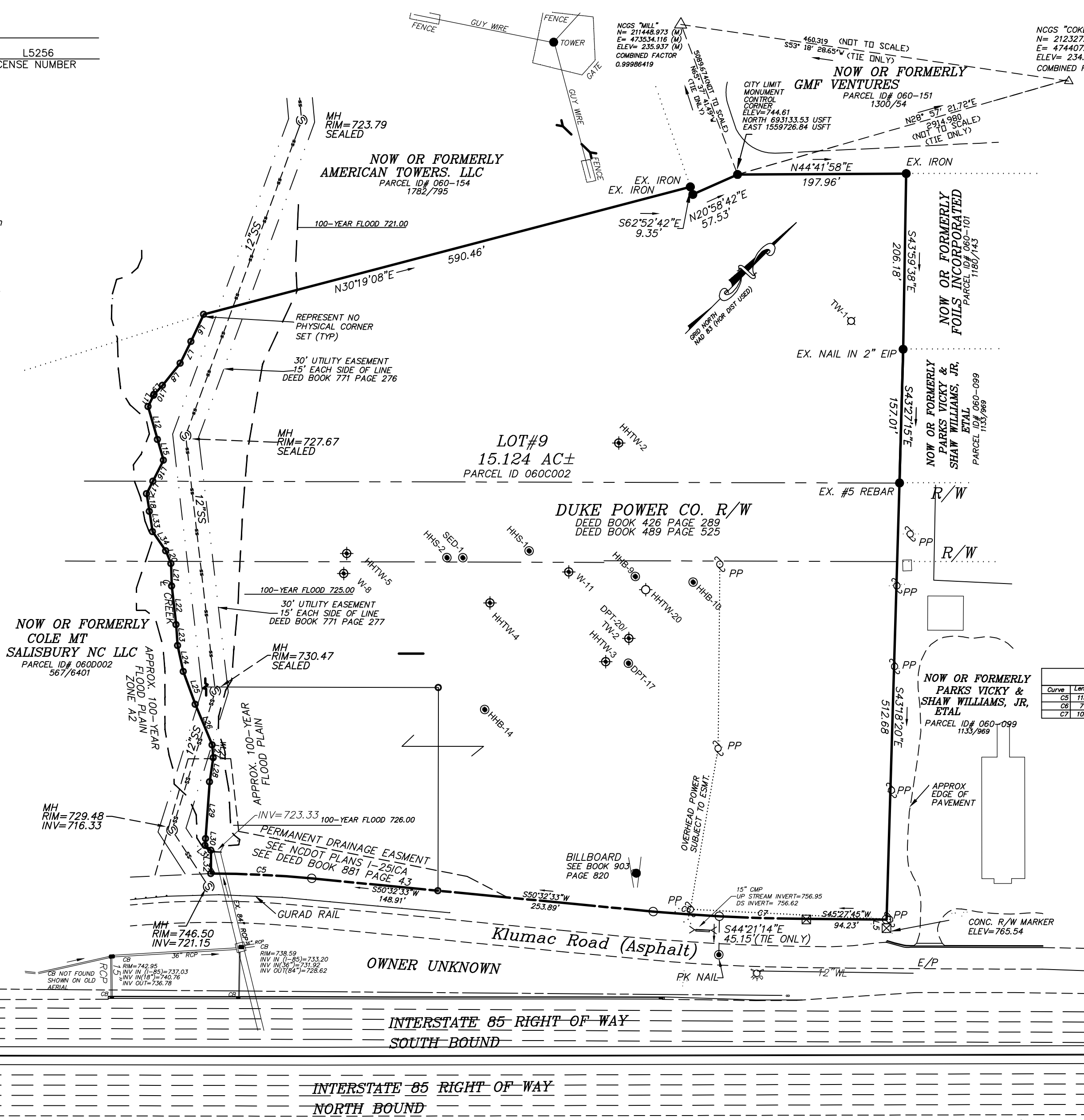
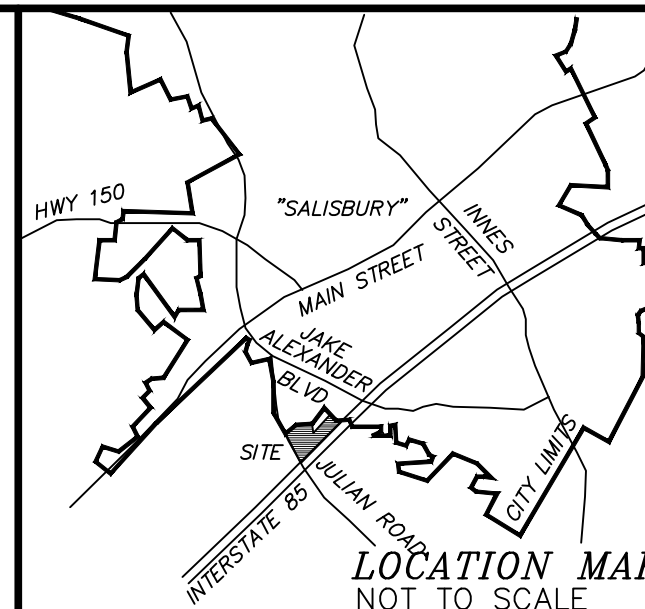
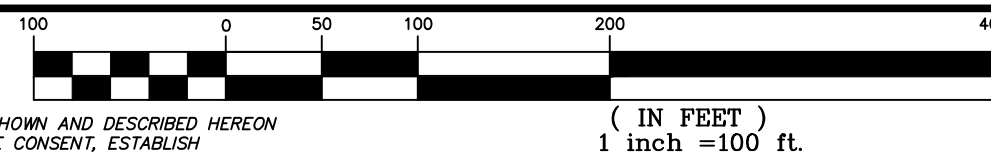


EXHIBIT B
to the Notice of Brownfields Property SURVEY PLAT
Owner: SALISBURY BLVD GROUP, LLC
1207 & 1251 KLUMAC ROAD
SALISBURY, NC 28145
Prospective Developer: To Be Determined
Klumac Road II-Brownfields Project #20027-16-080
Tax Parcel: 060C002
PLAT 1 OF 3
FEBRUARY 20, 2018

- AREA BY COORDINATE METHOD
- SALISBURY TOWNSHIP
- ROWAN COUNTY, NORTH CAROLINA
- THE AREA AND TYPE OF CONTAMINATION DEPICTED UPON THE MAP ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING. A LISTING OF THE TECHNICAL REPORTS USED TO PREPARE THIS PLAT IS AVAILABLE IN THE BROWNFIELDS AGREEMENT FOR THIS PROPERTY
- DECLARATION OF PERPETUAL LAND USE RESTRICTIONS, LIMITING THE USES OF THIS PROPERTY, IS RECORDED AT BOOK _____ PAGE _____
- A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS DETERMINED BY U.S.H.U.D. AS SHOWN SEE FLOOD PANEL# 370351-0110B NOV. 1, 1979
- PARCEL NO. 060C002
- DEED BK. 1108 PAGE 713
- THIS PROPERTY MAY BE SUBJECT TO EXISTING EASEMENTS AND/OR R/W'S, RECORDED OR UNRECORDED, OBSERVED OR UNOBSERVED, AND MAY NOT BE SHOWN ON THIS PLAT.
- THIS SURVEY IS BASED UPON EXISTING PHYSICAL EVIDENCE AND OLD DEED.
- NAVD 88 IS THE DATUM FOR ALL ELEVATIONS GIVEN IN THIS PLAT.
- NAD 83 IS THE DATUM FOR ALL HORIZONTAL DATA ON THIS PLAT.

CURVE TABLE

Curve	Length	Radius	Delta	Chord	Chord Bearing
C5	118.42	1227.52	93°31'39"	118.38	S47°44'44"W
C6	77.68	2268.88	1°57'42"	77.68	N49°01'29"E
C7	102.17	2268.88	2°34'48"	102.16	N46°45'14"E

LINE TABLE

LINE	LENGTH	BEARING
L5	4.99	S44°52'16"E
L6	35.17	N19°24'35"W
L7	28.48	N18°25'16"W
L8	33.24	N08°08'03"W
L9	14.55	N02°24'06"W
L10	1.14	N18°54'31"W
L11	14.78	N18°54'31"W
L12	40.23	N60°26'18"W
L13	25.25	N02°28'18"W
L14	27.63	N18°21'42"W
L15	16.41	N18°21'42"W
L16	20.97	N44°08'17"W
L17	24.08	N57°40'22"W
L18	27.28	N79°31'47"W
L19	16.18	N67°31'56"W
L20	26.41	N46°33'07"W
L21	45.55	N51°25'30"W
L22	24.62	N49°08'13"W
L23	31.22	N27°18'32"W
L24	40.95	N53°25'18"W
L25	51.68	N67°34'50"W
L26	15.12	N49°24'17"W
L27	28.54	N82°27'18"W
L28	66.85	N40°35'04"W
L29	8.08	N40°35'04"W
L30	8.86	S83°57'53"W
L31	27.59	N44°59'06"W

Salisbury Boulevard Group, LLC
By: Belle Realty Development Company
President

APPROVED FOR THE PURPOSES OF N.C.G.S. 130A-310.35
MR. MICHAEL E. SCOTT, DIRECTOR
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
WAKE COUNTY
I, _____ A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE _____ DAY OF _____, 2016
NOTARY PUBLIC (SIGNATURE)
MY COMMISSION EXPIRES _____ OFFICIAL SEAL

NOW OR FORMERLY WALLACE PROPERTIES IV, LLC
PARCEL ID# 063 057
1112/113

NOW OR FORMERLY WALLACE PROPERTIES IV, LLC
PARCEL ID# 063 50
1112/113

NOW OR FORMERLY WALLACE PROPERTIES IV, LLC
PARCEL ID# 060 072
NO DEED REFERENCE ON WEBSITE

NOW OR FORMERLY WALLACE PROPERTIES IV, LLC
PARCEL ID# 060 189
NO DEED REFERENCE ON WEBSITE

WRIGHT & ASSOCIATES
ENGINEERS & SURVEYORS
LICENSE# C-4053
209 1ST AVE., SOUTH CONOVER, NC 28613
(828) 465-2205 OFFICE

SURVEYED BY: MILES A. WRIGHT, PE, PLS
DRAWN BY: R.H. WRIGHT DATE: FEB 20, 2018
APPROVED: MAW FILE: 651-001
SCALE: 1" = 100' REVISION:

NCGS 130A-310.35(a) requires recordation of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement pertaining to the property. This survey plat constitutes one of three exhibits to the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the Rowan County Register of Deeds' office. The exhibits to the Notice are: the Brownfields Agreement for the subject property, which is attached as Exhibit A to the Notice; a reduced version of this survey plat, which is attached as Exhibit B to the Notice; and a legal description for the subject property, which is attached as Exhibit C to the Notice. The following Land Use Restrictions, excerpted verbatim from the Notice, are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless canceled by the Secretary of the North Carolina Department of Environmental Quality (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to N.C.G.S. § 130A-310.35(c):

1. No use may be made of the Brownfields Property other than for industrial retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial uses. These uses are provided in the context of a "Ready for Reuse" Brownfields Agreement and are subject to the identification of an eligible Prospective Developer and modification based on the proposed reuse(s) detailed in the Prospective Developer's Brownfields Property Application. For purposes of this restriction, the following definitions apply:

- a. "Industrial" defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials.
- b. "Retail" defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, and the sales of food and beverage products.
- c. "Hotel" defined as the provision of overnight lodging to paying customers, and to associated food services, gym, reservation, cleaning, utilities, parking and on-site hospitality, management and reception services.
- d. "Car Dealership" defined as a retail establishment where new or used motor vehicles are sold, leased, or rented, along with associated functions including vehicle maintenance and cleaning.
- e. "Office" defined as the provision of business or professional services.
- f. "Commercial" defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

2. The Brownfields Property may not be used for child care, adult care centers or schools without the prior written approval of DEQ.

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

4. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in Land Use Restriction No. 1 while fully protecting public health and the environment, except:

- a. in connection with landscape planting to depths not exceeding 24 inches;
- b. mowing and pruning of above-ground vegetation;
- c. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and
- d. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in Land Use Restriction No. 9.

5. No use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of the Brownfields Property, pursuant to a plan approved in writing by DEQ, that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways.

6. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined below in Land Use Restriction No. 9.

7. No enclosed building may be constructed on the Brownfields Property may be occupied until DEQ determines in writing that:

- a. the building is or would be protective of the building's users, public health and the environment from risk of vapor intrusion based on site assessment data or a site-specific risk assessment approved in writing by DEQ;
- b. the building is or would be sufficiently distant from the Brownfields Property's groundwater and/or soil contamination based on assessment data approved in writing by DEQ that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or
- c. vapor intrusion mitigation measures are installed and/or implemented to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal on a report that includes photographs and a description of the installation and performance of said measures. Any design specification for vapor intrusion mitigation measures shall be approved in writing by DEQ in advance of installation and/or implementation of said measures. The design specifications shall include methodology(ies) for demonstrating performance of said measures.

8. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

9. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

- a. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;
- b. issues related to potential sources of contamination referenced in Exhibit 2 of Exhibit A.
- c. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- d. plans for the proper characterization of, and, as necessary, disposal of contaminated soils excavated during redevelopment.

10. As part of the Land Use Restriction Update described below in Land Use Restriction No. 16, for each year after the year in which this Notice is recorded, and for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

- a. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed of Exhibit A;
- b. soil grading and cut and fill actions;
- c. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;
- d. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater or other materials suspected or confirmed to be contaminated with regulated substances; and
- e. removal of any contaminated soil, water or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

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

12. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book _____, Page _____. A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions) of Exhibit A; or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV of Exhibit A.

13. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of Exhibit A, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used

or stored at the Brownfields Property without the prior written approval of DEQ, except:

- a. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities;
- b. in fluids in vehicles; and
- c. as constituents of products and materials customarily used and stored in industrial, retail, hotel, car dealership, office and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

14. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers, potential onsite water supply wells, as mentioned in paragraph 3 of the attached Exhibit A, and other man-made points of groundwater access at the Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

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

16. During January of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Rowan County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:

- a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year;
- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year;
- c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction No. 7 are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how;
- d. A Joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.
- e. A LURU submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in Land Use Restriction No. 12 and in paragraphs 21 and 22 of the attached Exhibit A provided that if standard form leases are used in every instance, a copy of each standard form lease may be sent in lieu of copies of actual leases.

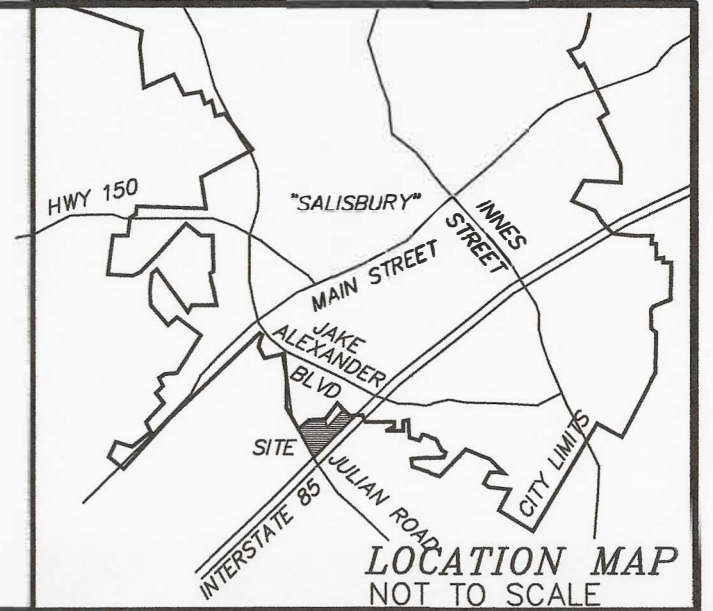


EXHIBIT B
to the Notice of Brownfields Property
SURVEY PLAT
Owner:
SALISBURY BLVD GROUP, LLC
1207 & 1251 KLUMAC ROAD
SALISBURY, NC 28145
Prospective Developer: To Be Determined
Klumac Road II - Brownfields Project #20027-16-000
Tax Parcel: 060C002
PLAT 3 OF 3
FEBRUARY 20, 2018

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

WHEN ANY PORTION OF THE SITE IS SOLD, LEASED, CONVEYED OR TRANSFERRED, PURSUANT TO N.C.G.S. SECTION 142B-279.1(G), THE DEED OR OTHER INSTRUMENT OF TRANSFER SHALL CONTAIN IN THE DESCRIPTION SECTION, IN NO SMALLER TYPE THAN THAT USED IN THE BODY OF THE DEED OR INSTRUMENT, A STATEMENT THAT REAUS AS FOLLOWS:

THE REAL PROPERTY BEING SOLD, LEASED, CONVEYED, OR TRANSFERRED, IS A CONTAMINATED SITE. A NOTICE OF CONTAMINATED SITE IS RECORDED IN THE ROWAN COUNTY REGISTER OF DEEDS' OFFICE AT BOOK _____, PAGE _____. QUESTIONS CONCERNING THIS MATTER MAY BE DIRECTED TO THE NORTH CAROLINA DIVISION OF WASTE MANAGEMENT, HAZARDOUS WASTE SECTION, 1646 MAIL SERVICE CENTER, RALEIGH, NORTH CAROLINA 27699-1646.

SITE IS RECORDED IN THE ROWAN COUNTY REGISTER OF DEEDS OFFICE AT BOOK _____, PAGE _____.

QUESTIONS CONCERNING THE MATTER MAY BE DIRECTED TO THE:

NORTH CAROLINA DIVISION OF WASTE MANAGEMENT
HAZARDOUS WASTE SECTION
1646 MAIL SERVICE CENTER
RALEIGH, NC 27699-1646

APPROVED FOR THE PURPOSES OF N.C.G.S. 130A-310.35

MR. MICHAEL E. SCOTT, DIRECTOR
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
WAKE COUNTY

I, _____, A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE _____ DAY OF _____, 2018.

NOTARY PUBLIC (SIGNATURE) _____ OFFICIAL SEAL
MY COMMISSION EXPIRES _____

STATE OF NORTH CAROLINA ROWAN COUNTY

I, MILES A. WRIGHT, PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1108 PAGE 213, ETC. (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30TH DAY OF NOV., A.D.,

SEAL OR STAMP
MILES A. WRIGHT
SURVEYOR
15256
LICENSE NUMBER



2nd REVIEW-6/25/2018

WRIGHT & ASSOCIATES ENGINEERS & SURVEYORS LICENSE# 4053 209 1ST AVE., SOUTH CONOVER, NC 28613 (828) 485-2205 OFFICE	SURVEYED BY: MILES A. WRIGHT, PE, PLS
	DRAWN BY: R.H. WRIGHT DATE: FEB 20, 2018
	APPROVED: MAW FILE: 651-001
	SCALE: ND SCALE REVISION:

EXHIBIT C

Legal Description

Property described below is in Rowan County, inside the City limits of Salisbury, at 1207 Klumac Road.

BEGINNING at a city limit marker of the City of Salisbury, located at NCGS coordinates North 693,133.53 us ft and East 1,559,726.84 us ft and further located 5,089.67 feet South 65° 37' 41.99" East from NCGS marker "Mill" and 2,914.98 ft, South 28°57'21.72" West of NCGS marker "Coke", thence 197.96 ft, North 44°41'58" East, with the southern line of GMF Ventures, to an existing iron, thence with the southwestern line of Foils Incorporated 206.18 ft, South 43°59'38" East to an existing nail, thence with the southwestern line of Parks Vicky and Shaw Williams, Jr, et al 157.01', South 43°27'15" East to an existing #5 rebar, thence with the southwestern line of Parks Vicky and Shaw Williams Jr. et al, 512.68', South 43°18'20" East to a set ½" rebar, said rebar located 4.99 ft, North 44°52'16" West of an existing concrete right-of-way marker for Klumac Road, thence with the right-of-way of Klumac Road 94.23 ft, South 45°27'45" West to an existing concrete right-of-way marker for Klumac Road, thence on an arc with a length of 102.17 ft and chord length of 102.16 ft with a bearing of North 46°45'14" East to a set ½" rebar, thence with the right-of-way of Klumac Road on an arc with length of 77.67 ft and a chord length of 77.67 ft with a chord bearing of South 49°01'29" West to a set ½" rebar, thence with the right-of-way of Klumac Road 253.89 ft South 50°32'33" West to a set ½" rebar, thence with the right-of-way of Klumac Road 148.91 ft South 50°32'33" West to a set ½" rebar, thence with the right-of-way of Klumac Road in an arc with length of 118.42 ft with a chord length of 118.38 ft on a bearing of South 47°46'44" West to a calculated point, thence the following bearings and distances generally following a ditch each to a calculated point (no corners set),

LENGTH(ft)	BEARING
27.39	N44°59'06"W
8.86	S83°57'53"W
8.08	N40°53'04"W
66.85	N40°53'04"W
28.54	N36°27'18"W
15.12	N49°54'17"W
51.68	N67°34'50"W
21.55	N65°05'18"W
19.40	N65°05'18"W
31.22	N57°18'32"W
24.62	N49°08'13"W
45.55	N51°25'30"W
26.41	N46°53'07"W
16.18	N67°31'56"W
27.28	N79°31'47"W
24.06	N53°40'22"W
20.97	N54°08'17"W
16.41	N18°21'42"W
27.63	N18°21'42"W
25.25	N60°58'18"W
40.23	N60°58'18"W
14.78	N18°54'31"W
1.14	N18°54'31"W
14.55	N02°04'06"W
33.24	N06°08'03"W
28.48	N18°53'16"W
35.17	N19°54'35"W

thence with the eastern line of America Towers, Inc. 590.46 ft, North 30°19'08" East to an existing iron, thence with the southern line of GMF Ventures 9.35' South 62°52'42" East, thence with the east line of GMF Ventures 57.53 ft North 20°58'42" East to the point of BEGINNING, containing approximately 15.124 acres.

Prepared By: **Wright & Associates**

209 1st Avenue, South

Conover, North Carolina, 28613

Office No. 828 465 2205

Date June 26, 2018