

Brownfields Program
File Room Document Transmittal Sheet

23

Your Name: Shirley Liggins
Project ID: 0903205011
Facility Name: Pond Road LF BFA
Document Group: Brownfields Agreement (BFA)
Document Type: Recorded Notice of Brownfields Property Package (RNBP)
Description: Signed and recorded BFA
Date of Doc: 6/5/2012
Author of Doc: Tri-State Scrap Metal, Inc.

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Date Recieved by File Room:

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Doc ID: 024641230033 Type: CRP
Recorded: 06/05/2012 at 01:42:41 PM
Fee Amt: \$98.00 Page 1 of 33
Workflow# 0000114997-0001
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 4988 PG 703-735

Property Owner: Tri-State Scrap Metal, Inc.

Recorded in Book _____, Page _____

Associated plat recorded in Plat Book 132, Page 181

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 5 day of JUNE, 2012 by Tri-State Scrap Metal, Inc., (hereinafter "Prospective Developer").

The Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (hereinafter "NCGS"), Section (hereinafter "§") 130A-310.35(b).

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

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

The Brownfields Property comprises 4.72 acres in Asheville, Buncombe County, North Carolina. Prospective Developer has committed itself to limit redevelopment of the Brownfields Property to updating of existing structures and operation of a resource recovery facility for recycling of metals and recovery of Freon. The Brownfields Property's soil and groundwater are contaminated due, on information and belief, to previous county Landfill and auto salvage operations there.

Return To: Tri-State Scrap Metal 79 Pond Rd. Asheville, NC 28806

The Brownfields Agreement between Prospective Developer and DENR is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.

Attached hereto as Exhibit B is a reduction, to 8 1/2" x 11", of the survey plat required by NCGS § 130A-310.35(a). It is a plat of areas designated by DENR that has been prepared and certified by a professional land surveyor and that meets the requirements of NCGS § 47-30. That plat contains the following information required by NCGS § 130A-310.35(a):

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

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property. The following table also sets forth the type and quantity of such substances:

Table A

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. (µg/L)	Standard (µg/L)
Benzene	MW-1	5/5/06	8.1	1.0
1,4-Dichlorobenzene	MW-1	5/5/06	9.7	1.4

Table B

Soil Contaminant	Sample Location	Depth (ft)	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Arsenic	SB-1	2-4	5/4/06	4.7	4.4
Manganese	Comp-3 BG	0.5-1 6	5/5/06 5/4/06	560M 490M	360

Thallium	SB-1	2-4	5/4/06	18	1.04
	SB-2	10-12	5/4/06	8.0	
	SB-3	13-15	5/4/06	8.5	
	SB-4	10-12	5/4/06	6.6	
	SB-6	2-4	5/4/06	6.7	
	Comp-1	0.5-1	5/5/06	7.9	
	Comp-2	0.5-1	5/5/06	9.5	
	Comp-3	0.5-1	5/5/06	11	
	Comp-4	0.5-1	5/5/06	7.9	
	BG	2	5/4/06	18	
	BG	4	5/4/06	16	
	BG	6	5/4/06	20	

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

LAND USE RESTRICTIONS

NCGS 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). Those 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 a recycling and reclamation facility and related maintenance shop and trucking traffic, unless other commercial uses are approved in writing in advance by DENR. For purposes of this Land Use Restriction, “recycling and reclamation” refers to the derivation of useable materials, or materials suitable for reuse, from the treatment or processing of used or waste materials, and “commercial” refers to an enterprise carried on for profit by the owner, lessee or licensee.

2. No buildings or structures of any kind may be constructed in the area denominated “Waste-Containing Area” on the plat component of this Notice.

3. No vehicle may be driven in the area denominated “Waste-Containing Area” on the plat component of this Notice prior to installation, to DENR’s written satisfaction, of a pervious driveable surface, defined as cover that will allow the free venting of methane gas to the surface but will also withstand maximum trucking loads. Unlike the native soil on the Brownfields Property, the cover must, to ensure good compaction and minimize fines, consist of 57M or comparable washed stone aggregate.

4. The owner(s) of any portions of the Brownfields Property containing pervious driveable surface approved by DENR pursuant to the preceding Land Use Restriction shall be responsible for maintaining such surfaces in good repair, whether or not another party has made a commitment to perform any part of said maintenance.

5. No enclosed building constructed on the Brownfields Property after the effective date of this Agreement may be occupied unless and until a professional engineer provides DENR certification that a mechanical ventilation system that conforms to design specifications and complies with the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code has been installed in the building.

6. No enclosed building may be constructed on the Brownfields Property until DENR has been consulted regarding the proximity of the planned building to the area denominated "Waste-Containing Area" on the plat component of this Notice. If DENR determines that the footprint of an enclosed building proposed to be constructed on the Brownfields Property would fall within fifty (50) feet of said portion, it may not be constructed without a vapor barrier system and/or mechanical or passive vapor barrier mitigation system, or other effective vapor mitigation system approved in writing in advance by DENR. Within thirty (30) days following installation of the mitigation system, DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it.

7. Within seven (7) days after the effective date of this Agreement and to DENR's written satisfaction, the owner(s) of the portions of the Brownfields Property containing the two methane monitoring points, denominated "SB-2" and "SB-3" on the plat component of this Notice, shall convert said points to pressure monitoring points. In each of the first twelve (12) weeks after the effective date of this Agreement and then no less frequently than monthly thereafter, unless DENR approves a different schedule in writing in advance, the owner(s) of the subject portions of the Brownfields Property shall be responsible for taking readings of the subject pressure points, recording said readings in a log book kept on the Brownfields Property, and making said book available for DENR inspection. (An event that may cause DENR to require more frequent readings would be the triggering of either alarm required by Land Use Restriction 8 below.) If any of the readings show pressure above 0.5 inches of water column, the responsible owner shall notify DENR in writing within seven (7) days (e-mail suffices) and shall test all building interiors, building conduits, drains and crawl spaces on the Brownfields Property for methane with a portable gas detection device. If methane is detected, the responsible owner shall comply with subparagraphs b. through d. of Land Use Restriction 8 below. Collection of measurements may be discontinued after three (3) years if no readings exceed 0.5 inches of water column.

8. Within thirty (30) days after the effective date of this Agreement, the owner(s) of the portions of the Brownfields Property containing the buildings denominated "Maintenance Garage" and "Office Building," on the plat component of this Notice, shall

be responsible for installing, maintaining and operating a methane LEL (lower explosion limit) and oxygen monitor in each of those buildings. The monitors shall be continuous operation models that are equipped with an alarm and with battery-powered back-up. The responsible owner(s) shall submit an equipment specification sheet regarding the monitor of choice for written DENR approval prior to final selection and installation. If the alarm in either monitor is triggered for methane, the responsible owner shall effect immediate evacuation of the building, inform the local fire department and comply with any additional emergency measures and requirements preliminary to reoccupying the subject building that the subject department imposes. The responsible owner shall notify DENR of the occurrence within three (3) days and shall, regarding the entire Brownfields Property:

a. test all building interiors, building conduits, drains and crawl spaces for methane with a portable gas detection device within twelve (12) hours after the occurrence, and submit the results to DENR in writing within seven (7) days thereafter;

b. if methane is detected, within thirty (30) days after the occurrence submit a plan to DENR, that includes implementation and reporting deadlines, for sealing of all conduits and drains and ventilation of all crawl spaces, implement said plan as approved, and submit to DENR within the approved deadline a report sealed by a professional engineer licensed in North Carolina documenting implementation of the plan and stating a conclusion regarding the effectiveness of the plan;

c. if methane is detected, within seven (7) days after submittal of the report required by Land Use Restriction 8.b. above have a person certified by the American Association of Balancing Contractors or the National Environmental Balancing Bureau perform testing, adjusting and balancing of all heating, ventilation and air-conditioning systems on the Brownfields Property, prepare a Certified Test and Balance Report and, within seven (7) days after its issuance, submit a copy to DENR;

d. if DENR determines that the methane issue in question remains unresolved, retain a professional engineer approved in advance by DENR in writing and licensed in North Carolina to design, subject to DENR's advance written approval, and implement, subject to DENR's written approval, methane mitigation and/or, at DENR's discretion, monitoring.

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

10. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur

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without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

11. Soil within the area denominated "Waste-Containing Area" on the plat component of this Notice may not be disturbed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At any time between DENR's receipt of said notice and the conclusion of soil-disturbing activities, DENR may inspect and sample, or require sampling of, the subject soil for contaminants. If soil contamination is discovered that DENR determines in compliance with law would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if disturbed or allowed to remain disturbed, as much soil as DENR determines is necessary to eliminate the threat to groundwater, public health and/or the environment shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Brownfields Property suitable for the uses specified in Land Use Restriction 1 above while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if disturbed or allowed to remain disturbed, at DENR's discretion as much soil as DENR determines is necessary to eliminate any threat posed by the contamination may be capped in lieu of being removed and disposed of in accordance with applicable law.

12. No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

13. No basements may be constructed on the Brownfields Property unless approved in writing by DENR in advance.

14. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Tables A and B above, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities, and as constituents of automotive fluids present in vehicles being processed at any recycling and reclamation facility on the Brownfields Property.

15. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

16. The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

17. The Brownfields Property may not be used as a playground, or for child care centers or schools.

18. The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

19. Neither DENR nor any party conducting environmental assessment or remediation, or inspecting the Brownfields Property for Land Use Restriction compliance or other reasons related to protection of public health or the environment, at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

20. During January of each year after the year in which this Notice is recorded, the then current owner of any portion of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR certifying that this Notice remains recorded at the Buncombe County Register of Deeds office and that the Land Use Restrictions are being complied with; the then current owner(s) of the portions of the Brownfields Property as to which log books must be kept pursuant to Land Use Restriction 7 above shall submit notarized copies of the log book(s) for which such owner(s) is/are responsible; and the then current owner(s) of the portions of the Brownfields Property where monitors must be installed pursuant to Land Use Restriction 8 above shall submit a notarized record of the triggering of any alarms during the preceding calendar year.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 33.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

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

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

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

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 5th day of June, 2012.

Tri-State Scrap Metal, Inc.

By: Sonia Gribble
Sonia Gribble
President

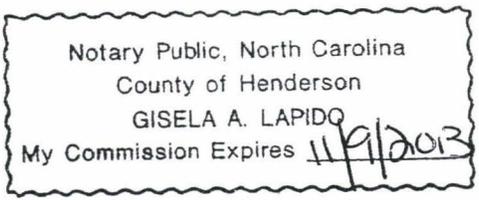
NORTH CAROLINA
BUNCOMBE COUNTY

I, GISELA A. LAPIDO, a Notary Public of the county and state aforesaid, certify that Sonia Gribble personally came before me this day and acknowledged that she is the President of Tri-State Scrap Metal, Inc., a North Carolina company, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by its President.

WITNESS my hand and official stamp or seal, this 5 day of

JUNE, 2012
GISELA A. LAPIDO
Name: GISELA A. LAPIDO
Notary Public

My Commission expires: 11/9/2013

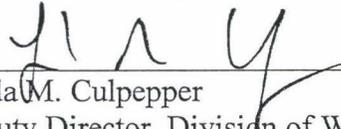


[Stamp/Seal]

**APPROVAL AND CERTIFICATION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

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

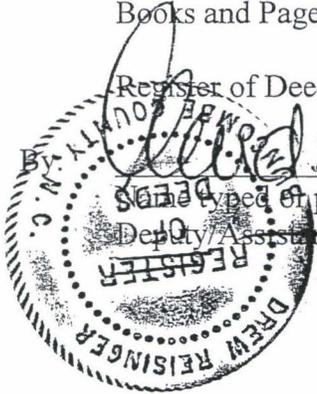
North Carolina Department of Environment and Natural Resources

By:  May 21, 2012
Linda M. Culpepper Date
Deputy Director, Division of Waste Management

CERTIFICATION OF REGISTER OF DEEDS

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

Register of Deeds for Buncombe County



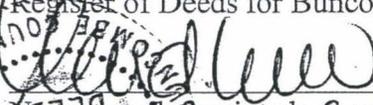
 June 5 2012
Date
Typed or printed: GISELA A. LAPIDO
Deputy Assistant Register of Deeds

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Tri-State Scrap Metal, Inc.

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Pond Road Landfill
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>)	79 Pond Road
BF Project Number 09032-05-11)	Asheville, Buncombe County, NC

I. INTRODUCTION

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

Tri-State Scrap Metal, Inc. is a North Carolina corporation formed on August 1, 2002. Sonia Gribble is its president and major shareholder, and its mailing address is Post Office Box 8160, Asheville, Buncombe County, North Carolina 28814. The address of the property that is the subject of this Agreement lies on the north side of Pond Road, in Asheville, Buncombe County, North Carolina, at number 79. The property is located in an industrial setting and has most recently been used as a salvage yard and repair shop. Tri-State Scrap Metal, Inc. intends to update the existing structures on-site and operate a resource recovery facility where it recycles metals and recovers freon. A map showing the location of the subject property is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the Pond Rd. BFA

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potential liability of Tri-State Scrap Metal, Inc., for contaminants at the property which is the subject of this Agreement.

The Parties agree that Tri-State Scrap Metal, Inc.'s entry into this Agreement, and the actions undertaken by Tri-State Scrap Metal, Inc. in accordance with the Agreement, do not constitute an admission of any liability by Tri-State Scrap Metal, Inc.

The resolution of this potential liability, in exchange for the benefit Tri-State Scrap Metal, Inc. shall provide to DENR, is in the public interest.

II. DEFINITIONS

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

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.

2. "Prospective Developer" shall mean Tri-State Scrap Metal, Inc.

III. STATEMENT OF FACTS

3. The Property comprises 4.72 acres. Prospective Developer has committed itself to redevelopment of it for no uses other than as a resource recovery and recycling facility for both the public and private sectors, and/or, with prior written DENR approval, other commercial purposes.

4. The Property is bordered to the north by Hominy Creek and, approximately 500 feet north of the Property, the Hominy Creek Landfill; to the south by Hyder Concrete, Inc., at 80 Pond Road, which was formerly used by Buncombe County as a landfill in conjunction with landfill operations on the Property; to the east by vacant land, beyond which lies Pond Road as it

curves to the north; and to the west by the four lanes of Interstate Highway 26, beyond which, at 99 Pond Road, lies land where keycard manufacturer Plasticard Products, Inc. was located until March 2006, when it sold the property to food processor MJM Tomato Properties, LLC.

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

Title	Prepared by	Date of Report
Preliminary Results of Limited Phase II ESA for the Former Ruckman Salvage Facility	Alpha Environmental Sciences, Inc.	April 4, 2005
Phase I Environmental Site Assessment	TBE Group, Inc.	October 2005
Brownfield Site Assessment Report	Hart & Hickman, PC	July 14, 2006

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

- a. Prior to the early 1970s, the Property was, on information and belief, undeveloped and vacant.
- b. From the early 1970s until 1977, the Property was quarried for rock and then used by Buncombe County as a landfill. Buncombe County operated a larger landfill at the adjoining 80 Pond Road, and used soil from the Property for daily cover material there.
- c. From 1979 to 2000, William Ruckman owned the Property and operated Ruckman Brothers Trucking there as an auto salvage yard and repair shop. The business has been closed and the Property abandoned since Mr. Ruckman died and left the land to his heirs in 2001.
- d. Prospective Developer purchased the property in April 2005.

7. The most recent environmental sampling at the Property reported in the

Environmental Reports occurred on May 5, 2006. The following tables set forth, for contaminants present at the Property above unrestricted use standards, the maximum concentration found at each sample location and the applicable standard:

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

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. ($\mu\text{g/L}$)	Standard ($\mu\text{g/L}$)
Benzene	MW-1	5/5/06	8.1	1.0
1,4-Dichlorobenzene	MW-1	5/5/06	9.7	1.4

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Depth (ft)	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Arsenic	SB-1	2-4	5/4/06	4.7	4.4
Manganese	Comp-3	0.5-1	5/5/06	560M	360
	BG	6	5/4/06	490M	

Thallium	SB-1	2-4	5/4/06	18	1.04
	SB-2	10-12	5/4/06	8.0	
	SB-3	13-15	5/4/06	8.5	
	SB-4	10-12	5/4/06	6.6	
	SB-6	2-4	5/4/06	6.7	
	Comp-1	0.5-1	5/5/06	7.9	
	Comp-2	0.5-1	5/5/06	9.5	
	Comp-3	0.5-1	5/5/06	11	
	Comp-4	0.5-1	5/5/06	7.9	
	BG	2	5/4/06	18	
	BG	4	5/4/06	16	
	BG	6	5/4/06	20	

c. Methane gas, the standard for which near buildings is twenty-five percent of the five percent “lower explosion limit” established in DENR’s solid waste rules at Title 15A of the North Carolina Administrative Code, Subchapter 13B.

Sample Location	Depth (ft)	Date of Max. Concentration Sampling	Maximum Concentration (%)	Standard (% methane by volume in air)
SB-2	5	5/5/06	2.3	1.25
	13	5/5/06	5.8	
SB-3	5	5/5/06	25.5	1.25
	13	5/5/06	22.5	
SB-4	13	5/5/06	54.2	1.25
SB-6	6	5/5/06	59.2	1.25

8. For purposes of this Agreement DENR relies on Prospective Developer’s representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Letter of Intent dated June 9, 2005, and purchasing the property on April 5, 2005.

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has

substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

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

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

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

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

10. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1). The procedure that Prospective Developer and DENR have established, pursuant to N.C.G.S. § 130A-310.39(a)(2), by which Prospective Developer shall pay the full cost to DENR and the North Carolina Department of Justice (“DOJ”) of all activities related to this Agreement (less the above-referenced \$2,000 fee) is that Prospective Developer shall pay a prorated portion of the cost of administering the state Brownfields Program that is not paid by a cooperative agreement between DENR and the U.S. Environmental Protection Agency.

IV. BENEFIT TO COMMUNITY

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

- a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;
- b. a spur to additional community redevelopment, through improved neighborhood appearance and otherwise;
- c. approximately 10 to 12 jobs;
- d. tax revenue for affected jurisdictions;
- e. "smart growth" through use of land in an already industrial area, which avoids development of land beyond the urban fringe ("greenfields").

V. WORK TO BE PERFORMED

12. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the Land Use Restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property.

13. By way of the Notice of Brownfields Property referenced below in paragraph 18, Prospective Developer shall impose the following Land Use Restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment.

- a. No use may be made of the Property other than for a recycling and reclamation facility and related maintenance shop and trucking traffic, unless other commercial uses are approved in writing in advance by DENR. For purposes of this Land Use Restriction, "recycling and reclamation" refers to the derivation of useable materials, or materials suitable for reuse, from the treatment or processing of used or waste materials, and "commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

b. No buildings or structures of any kind may be constructed in the area denominated "Waste-Containing Area" on the plat component of the Notice referenced in paragraph 18 below.

c. No vehicle may be driven in the area denominated "Waste-Containing Area" on the plat component of the Notice referenced in paragraph 18 below prior to installation, to DENR's written satisfaction, of a pervious driveable surface, defined as cover that will allow the free venting of methane gas to the surface but will also withstand maximum trucking loads. Unlike the native soil on the Property, the cover must, to ensure good compaction and minimize fines, consist of 57M or comparable washed stone aggregate.

d. The owner(s) of any portions of the Property containing pervious driveable surface approved by DENR pursuant to the preceding Land Use Restriction shall be responsible for maintaining such surfaces in good repair, whether or not another party has made a commitment to perform any part of said maintenance.

e. No enclosed building constructed on the Property after the effective date of this Agreement may be occupied unless and until a professional engineer provides DENR certification that a mechanical ventilation system that conforms to design specifications and complies with the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code has been installed in the building.

f. No enclosed building may be constructed on the Property until DENR has been consulted regarding the proximity of the planned building to the area denominated "Waste-Containing Area" on the plat component of the Notice referenced in paragraph 18 below. If DENR determines that the footprint of an enclosed building proposed to be constructed on the Property would fall within fifty (50) feet of said portion, it may not be constructed without a

vapor barrier system and/or mechanical or passive vapor barrier mitigation system, or other effective vapor mitigation system approved in writing in advance by DENR. Within thirty (30) days following installation of the mitigation system, DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it.

g. Within seven (7) days after the effective date of this Agreement and to DENR's written satisfaction, the owner(s) of the portions of the Property containing the two methane monitoring points, denominated "SB-2" and "SB-3" on the plat component of the Notice referenced in paragraph 18 below, shall convert said points to pressure monitoring points. In each of the first twelve (12) weeks after the effective date of this Agreement and then no less frequently than monthly thereafter, unless DENR approves a different schedule in writing in advance, the owner(s) of the subject portions of the Property shall be responsible for taking readings of the subject pressure points, recording said readings in a log book kept on the Property, and making said book available for DENR inspection. (An event that may cause DENR to require more frequent readings would be the triggering of either alarm required by Land Use Restriction h. below.) If any of the readings show pressure above 0.5 inches of water column, the responsible owner shall notify DENR in writing within seven (7) days (e-mail suffices) and shall test all building interiors, building conduits, drains and crawl spaces on the Property for methane with a portable gas detection device. If methane is detected, the responsible owner shall comply with subparagraphs ii. through iv. of Land Use Restriction h. below. Collection of measurements may be discontinued after three (3) years if no readings exceed 0.5 inches of water column.

h. Within thirty (30) days after the effective date of this Agreement, the owner(s)

of the portions of the Property containing the buildings denominated “Maintenance Garage” and “Office Building,” on the plat component of the Notice referenced in paragraph 18 below, shall be responsible for installing, maintaining and operating a methane LEL (lower explosion limit) and oxygen monitor in each of those buildings. The monitors shall be continuous operation models that are equipped with an alarm and with battery-powered back-up. The responsible owner(s) shall submit an equipment specification sheet regarding the monitor of choice for written DENR approval prior to final selection and installation. If the alarm in either monitor is triggered for methane, the responsible owner shall effect immediate evacuation of the building, inform the local fire department and comply with any additional emergency measures and requirements preliminary to reoccupying the subject building that the subject department imposes. The responsible owner shall notify DENR of the occurrence within three (3) days and shall, regarding the entire Property:

- i. test all building interiors, building conduits, drains and crawl spaces for methane with a portable gas detection device within twelve (12) hours after the occurrence, and submit the results to DENR in writing within seven (7) days thereafter;

- ii. if methane is detected, within thirty (30) days after the occurrence submit a plan to DENR, that includes implementation and reporting deadlines, for sealing of all conduits and drains and ventilation of all crawl spaces, implement said plan as approved, and submit to DENR within the approved deadline a report sealed by a professional engineer licensed in North Carolina documenting implementation of the plan and stating a conclusion regarding the effectiveness of the plan;

- iii. if methane is detected, within seven (7) days after submittal of the report required by subparagraph 13.h.ii. above have a person certified by the American

Association of Balancing Contractors or the National Environmental Balancing Bureau perform testing, adjusting and balancing of all heating, ventilation and air-conditioning systems on the Property, prepare a Certified Test and Balance Report and, within seven (7) days after its issuance, submit a copy to DENR;

iv. if DENR determines that the methane issue in question remains unresolved, retain a professional engineer approved in advance by DENR in writing and licensed in North Carolina to design, subject to DENR's advance written approval, and implement, subject to DENR's written approval, methane mitigation and/or, at DENR's discretion, monitoring.

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

j. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

k. Soil within the area denominated "Waste-Containing Area" on the plat component of the Notice referenced in paragraph 18 below may not be disturbed without a

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minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At any time between DENR's receipt of said notice and the conclusion of soil-disturbing activities, DENR may inspect and sample, or require sampling of, the subject soil for contaminants. If soil contamination is discovered that DENR determines in compliance with law would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if disturbed or allowed to remain disturbed, as much soil as DENR determines is necessary to eliminate the threat to groundwater, public health and/or the environment shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if disturbed or allowed to remain disturbed, at DENR's discretion as much soil as DENR determines is necessary to eliminate any threat posed by the contamination may be capped in lieu of being removed and disposed of in accordance with applicable law.

l. No mining may be conducted on or under the Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

m. No basements may be constructed on the Property unless approved in writing by DENR in advance.

n. None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraph 7 of this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities, and as constituents of automotive fluids

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present in vehicles being processed at any recycling and reclamation facility on the Property.

o. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

p. The Property may not be used for agriculture, grazing, timbering or timber production.

q. The Property may not be used as a playground, or for child care centers or schools.

r. The Property may not be used for kennels, private animal pens or horse-riding.

s. Neither DENR nor any party conducting environmental assessment or remediation, or inspecting the Property for Land Use Restriction compliance or other reasons related to protection of public health or the environment, at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Property for purposes of conducting such assessment or remediation.

t. During January of each year after the year in which the Notice referenced below in paragraph 18 is recorded, the then current owner of any portion of the Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use Land Use Restrictions remains recorded at the Buncombe County Register of Deeds office and that the Land Use Restrictions are being complied with; the then current owner(s) of the portions of the Property as to which log books must be kept pursuant to Land Use Restriction g. above shall submit notarized copies of the log book(s) for which such owner(s) is/are responsible; and the then current owner(s) of the portions of the Property where monitors must be installed pursuant to Land Use Restriction h. above shall

submit a notarized record of the triggering of any alarms during the preceding calendar year.

14. The desired result of the above-referenced Land Use Restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

15. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

16. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

17. In addition to providing access to the Property pursuant to subparagraph 13.s. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Notwithstanding any provision of this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

18. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the Land Use Restrictions set forth in Section V

(Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Buncombe County, North Carolina register of deeds' office. Within three days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

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

20. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

VII. DUE CARE/COOPERATION

21. The Prospective Developer shall exercise due care at the Property with respect to

regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.84, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

22. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in the Brownfields Letter of Intent dated June 9, 2005 by which it applied for this Agreement. That use is industrial in the form of a recycling and resource recovery facility. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

23. Unless any of the following apply, Prospective Developer shall not be liable to

DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

a. The Prospective Developer fails to comply with this Agreement.

b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.

c. A Land Use Restriction set out in the Notice of Brownfields Property required under N.C.G.S. 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.

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

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

risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

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

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

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. 130A-310.35.

24. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

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

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

26. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement

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and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND & TRANSFER/ASSIGNMENT NOTICE

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

28. No later than fourteen (14) days prior to any transfer or assignment by Prospective Developer of any interest in the Property, Prospective Developer shall provide in writing to DENR the transferee or assignee's name, mailing address, telephone and facsimile numbers, and e-mail address.

XII. DISCLAIMER

29. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

XIII. DOCUMENT RETENTION

30. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to

operations at the Property, for ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

XIV. PAYMENT OF ENFORCEMENT COSTS

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

XV. NOTICES AND SUBMISSIONS

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

a. for DENR:

Tracy Wahl
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646
(e-mail address: tracy.wahl@ncdenr.gov)

b. for Prospective Developer:

Sonia Gribble
Tri-State Scrap Metal, Inc.
79 Pond Road
Asheville, NC 28806
(e-mail address: tristaterecycle@mounet.com)

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day

following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

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

XVIII. CONTRIBUTION PROTECTION

35. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

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

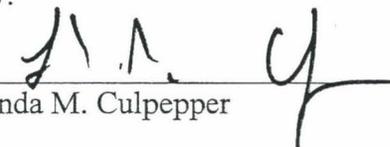
37. The Prospective Developer also agrees that, with respect to any suit or claim for

contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

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

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
By:

 _____
Linda M. Culpepper Date May 29, 2012

Deputy Director, Division of Waste Management

IT IS SO AGREED:
TRI-STATE SCRAP METAL, INC.
By:

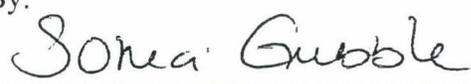
 _____
Sonia Gribble Date 6-5-2012
President

EXHIBIT C
 Tri-State Scrap Metal, Inc.
 Legal Description

BEING all that certain parcel of land lying in the City of Asheville, Buncombe County, North Carolina, and being more particularly described as follows:

BEGINNING at an NCDOT Concrete Monument Found (CMF) at the intersection of the Northern margin of Pond Road (S.R. 3431) and the Eastern margin of Interstate 26; said point of beginning lying North 21°00'19" West 60.69 feet from a nail found in the Southern margin of Pond Road; thence from said beginning point along the Eastern margin of Interstate 26 the following seven courses:

- 1) North 20°44'38" West 42.80 feet to an NCDOT CMF;
- 2) North 66°14'05" East 28.83 feet to an NCDOT CMF;
- 3) North 23°42'46" West 306.07 feet to a #5 rebar set with an "EHA" cap;
- 4) North 24°58'46" West 290.34 feet to an NCDOT CMF;
- 5) North 25°32'37" West 98.56 feet to a chain-link fence corner post;
- 6) South 65°46'12" West 27.95 feet to a chain-link fence corner post;
- 7) North 21°59'02" West 34.31 feet to a chain-link fence post; said post lying South 25°14'26" East 186.61 feet from an NCDOT CMF;

Thence leaving the Eastern margin of Interstate 26, North 87°37'28" East 176.89 feet to a fence post found near the bank of Hominy Creek; thence along the bank of Hominy Creek South 29°59'45" East 139.41 feet to a #5 rebar set with an "EHA" cap; thence leaving the bank of Hominy Creek, South 48°47'36" East 678.67 feet to a #3 rebar found; thence North 52°12'15" East a total of 153.76 feet (passing a railroad spike found under the asphalt in the center of Pond Road at 121.26 feet) to an unmarked point in the Eastern margin of Pond Road; thence with the eastern margin of Pond Road, South 12°46'10" East 25.19 feet to an unmarked point; thence with the eastern and southern margin of Pond Road, on a curve to the right with a radius of 155.00 feet, an arc length of 217.39 feet, and a chord bearing and length of South 27°24'35" West 200.01 feet to an unmarked point; thence crossing Pond Road, North 12°37'06" West 61.47 feet to an unmarked point in the Northern margin of Pond Road; thence with the Northern margin of Pond Road, on a curve to the right with a radius of 95.00 feet, an arc length of 24.74 feet, and a chord bearing and length of South 68°43'51" West 24.67 feet to an unmarked point; thence with the northern margin of Pond Road, South 76°11'29" West 201.25 feet to an unmarked point; thence with the Northern margin of Pond Road, on a curve to the right with a radius of 970.00 feet, an arc length of 126.34 feet, and a chord bearing and length of South 79°55'22" West 126.25 feet to an unmarked point; thence with the Northern margin of Pond Road, on a curve to the left with a radius of 2163.52 feet, an arc length of 121.75 feet, and a chord bearing and length of South 82°02'30" West 121.74 feet to the point and place of BEGINNING. Containing 5.13 acres more or less, as shown on that certain survey entitled "EXHIBIT B to the Notice of Brownfields Property - SURVEY PLAT - Boundary Survey for John Gribble" by Ed Holmes & Associates Land Surveyors, PA, and sealed May 15, 2012.