



2013072801

GUILFORD CO, NC FEE \$102.00

PRESENTED & RECORDED:

10-31-2013 04:32:55 PM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: DEBORAH LIGHT

DEPUTY-GB

BK: R 7546

PG: 2777-2810

Property Owner: Guilford Technical Community College
Recorded in Book 185, **Page** 93
Associated plat recorded in Plat Book _____, **Page** _____

Return to: George House
PI4 Brooks, Pierce, et al.

NOTICE OF BROWNFIELDS PROPERTY

Prepared by: Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 31st day of October, 2013 by AZAS, LLC (hereinafter "Prospective Developer").

34^L

The Notice concerns contaminated property.

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

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

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

The Brownfields Property comprises approximately 37.29 acres and is located at 6012 High Point Road, Greensboro, Guilford County, North Carolina. Burlington Industries initially developed the Brownfields Property at the same time it developed a manufacturing plant on property adjoining

to the east. Burlington manufactured chemicals used in the textile industry in that plant, and the Brownfields Property was developed for use as a center for the temporary storage and distribution of those chemicals. The Brownfields Property was subsequently purchased by Thomas Built Buses and transferred to Daimler-Chrysler Commercial Buses North Carolina, LLC and used to customize, service, repair and maintain busses. Prospective Developer purchased the Brownfields Property in August 2006 and redeveloped the site as a kayak and canoe manufacturing facility. Contamination is present at the Brownfields Property in groundwater, most of which is known to have migrated to the Brownfields Property from the former Burlington manufacturing site. Prospective Developer intends to sell the Brownfields Property for redevelopment as a community college facility, for uses including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. Residential, child care and elementary through secondary school uses are prohibited at the Brownfields Property.

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

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

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

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

Groundwater Contaminants

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (for reference only (µg/L) ^{1,2}
Tetrachloroethene	MW-24	April 5, 2006	2.2	0.7
1,2,4-Trichlorobenzene	MW-16	April 5, 2006	75	70
1,2,3-Trichlorobenzene	MW-16	April 5, 2006	16.9	NS ³
	MW-24		3.8	
Chlorobenzene	MW-16	April 5, 2006	219	50
2-Chlorotoluene	MW-16	April 5, 2006	115	100
1,4-Dichlorobenzene	MW-16	April 5, 2006	30	6

1. The standards for these compounds are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202, "2L" (April 1, 2013 version).

2. Groundwater standards that would apply if the land use was not restricted.
3. NS = not specified.

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

LAND USE RESTRICTIONS

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

1. No use may be made of the Property other than for community college facilities, including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. The Property shall not be used for residential, or for child care or for elementary through secondary school, purposes without DENR's advance written approval.
2. No building (other than buildings that are not enclosed such as parking garages) may be constructed on the Property unless and until DENR determines in writing that:
 - a. the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or
 - b. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.
3. Any demolition of any building on the Property, as depicted on the plat component of this Notice must occur in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.
4. 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) or surface water may occur on the

Property unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in land use restriction 1. above while fully protecting public health and the environment. Notwithstanding the foregoing restrictions, water quality management structures such as retention basins designed and constructed in accordance with applicable laws may be constructed on the Property without DENR's advance approval.

5. None of the contaminants known to be present in the environmental media at the Property, including those appearing in the table in paragraph 8 of Exhibit A hereto may be used or stored at the Property without the prior written approval of DENR, except (i) in *de minimis* amounts for cleaning and other routine housekeeping activities, and (ii) for vehicle maintenance and service activities conducted in compliance with applicable law.

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

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

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

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 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 Property during the previous calendar year; and

c. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 2. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 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 DENR through the remedies provided in NCGS 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

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

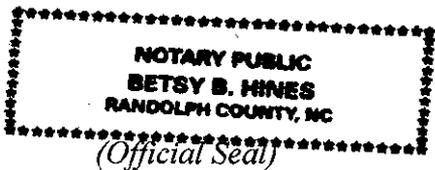
IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 31st day of October, 2013.

AZAS LLC
By: [Signature]
Andrew Zimmerman
Manager

NORTH CAROLINA
GUILFORD COUNTY

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

Date: 10/31/2013



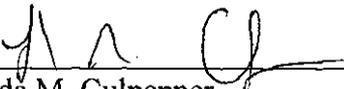
[Signature]
Official Signature of Notary

Betsy B. Hines
Notary's printed or typed name, Notary Public
My commission expires: 3/5/2017

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

September 25, 2013
Date

CERTIFICATION OF REGISTER OF DEEDS

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

Register of Deeds for _____ County

By: _____
Name typed or printed: _____
Deputy/Assistant Register of Deeds

Date

ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the Land Use Restrictions contained herein.

The Trustees of Guilford Technical Community College, a North Carolina Community College

By: [Signature]
Name: RANDY PARKER
Title: PRESIDENT

Date: OCT 18, 2013

State of North Carolina – County of Guilford

I certify that the following person personally appeared before me this day acknowledging to me that he or she signed the foregoing document: Randy Parker

[Name of person signing]

Today's Date: October 18, 2013

[Signature]
[Notary's signature as name appears on seal]

Lenora D. Taylor
[Notary's printed name as name appears on seal]

My commission expires: January 26, 2014



[Affix Notary Stamp/Seal in Space Above]

ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the Land Use Restrictions contained herein.

GTCC Foundation Properties, LLC,
a North Carolina limited liability company

By: Harry K. Stillerman
Name: Harry K. Stillerman
Title: Director, GTCC Foundation

Date: 10/18/2013

State of North Carolina – County of Guilford

I certify that the following person personally appeared before me this day acknowledging to me that he or she signed the foregoing document: Harry K. Stillerman

[Name of person signing]

Today's Date: October 18, 2013

Lenora D. Taylor
[Notary's signature as name appears on seal]

Lenora D. Taylor
[Notary's printed name as name appears on seal]

My commission expires: January 26, 20 14



[Affix Notary Stamp/Seal in Space Above]

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: AZAS, LLC

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Former Burlington Distribution Site
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>)	6012 High Point Road
Brownfields Project # 10049-06-41)	Greensboro, Guilford County

I. INTRODUCTION

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

AZAS, LLC is a manager-managed North Carolina limited liability company whose registered office address is 309 Gallimore Dairy Road, Suite 102, Greensboro, NC 27409. AZAS, LLC acquired approximately 37.29 acres of land and improvements located at 6012 High Point Road, Greensboro, Guilford County, North Carolina, which it redeveloped as a kayak, canoe and water sports equipment manufacturing facility, and which it now desires to sell to be redeveloped as a community college facility, including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. The property shall not be used for residential, or for child care or for elementary through secondary school, purposes without DENR’s advance written approval. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and

limitations contained in Section VIII (Certification), Section IX (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of AZAS, LLC for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit AZAS, LLC 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 AZAS, LLC.

III. STATEMENT OF FACTS

3. The Property is located at 6012 High Point Road, Greensboro, Guilford County, North Carolina and comprises approximately 37.29 acres. Prospective Developer owns the Property and has committed itself to selling the Property to be redeveloped as a community college facility, including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. The Property shall not be used for residential, or for

child care or for elementary through secondary school, purposes without DENR's advance written approval.

4. The Property is bordered to the north by undeveloped woodland and residential development beyond, to the northeast by property used by Alberdingk Boley, Inc. for polymer emulsions, dispersions and solutions manufacturing, to the east and southeast by undeveloped woodland, to the south by a commercial strip mall and a gasoline station and to the southwest by Guilford College Road and sparse commercial development beyond.

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

Title	Prepared by	Date of Report
Phase I Environmental Site Assessment, 6012 High Point Road, Greensboro, North Carolina	S&ME, Inc.	April 24, 2006
Phase II Sampling Services, 6012 High Point Road, Greensboro, North Carolina	S&ME, Inc.	April 24, 2006
Tank Closure Report for Emergency Spill Tank	Morton Environmental Consulting, Inc.	January 15, 2013
Tank Closure Report for Tank ID No. 1	Morton Environmental Consulting, Inc.	January 15, 2013

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

a. The Property was first developed in the late 1960s by Burlington Industries (Burlington) as a distribution center for the textile finishing chemicals produced by Burlington at its manufacturing facility located at 6008 High Point Road, Greensboro, Guilford County, NC, which property adjoins the subject Brownfields Property to the northeast.

b. The Property was sold to Precision Fabrics Group, Inc. on February 17, 1988.

Precision conducted textile slitting operations at the Property.

c. The Property was sold to Thomas Built Buses, Inc. on August 2, 1999. In

October 2004, ownership was transferred to Daimler-Chrysler Commercial Buses North Carolina, LLC (Daimler) as part of Daimler's acquisition of Thomas Built Buses in 2003. During Daimler's ownership, a portion of the site building was also occupied by Setra of North America, a tenant at the Property and a subsidiary of Daimler. Both Daimler and Setra were in the business of customizing, servicing, repairing and maintaining large bus transport vehicles and Sprinter vans.

d. The Property was purchased by Prospective Developer on August 20, 2006.

Prospective Developer leased a portion of the Property to Legacy Paddlesports LLC for the manufacture of plastic and high-end composite kayaks and canoes. Daimler and Setra remained at the Property as tenants and continued to conduct operations at the Property during Prospective Developer's ownership.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred in December 2012. The Phase I Environmental Site Assessment conducted for the Property did not disclose indications of soil contamination at the Property, and subsequent soil sampling did not indicate the presence of any soil contamination on the Property. Groundwater contamination exists at the Property, primarily in locations north of an unnamed creek that flows to the northwest and that runs northwest-southeast between the topographically high ground on which the Burlington Distribution and Burlington manufacturing buildings were constructed. A portion of the subject Burlington Distribution Brownfields Property lies within

the area that is hydrologically downgradient from the Burlington manufacturing site. The groundwater contamination in that portion of the subject Property has been well-studied and is understood to have resulted from releases that occurred on the Burlington manufacturing property, during the time Burlington and subsequent chemical manufacturers who occupied the facility were conducting manufacturing operations. It has been established that contamination in the northern portion of the Property occurred prior to Alberdingk Boley's purchase of the adjoining property.

8. The following table sets forth the groundwater contaminants present at the Property in concentrations above applicable standards. Groundwater standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement. Concentrations are shown in micrograms per liter (the equivalent of parts per billion). The standards for these compounds are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202, "2L", April 1, 2013 version.

Groundwater Contaminants

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (for reference only) (µg/L) ¹
Tetrachloroethene	MW-24	April 5, 2006	2.2	0.7
1,2,4-Trichlorobenzene	MW-16	April 5, 2006	75	70
1,2,3-Trichlorobenzene	MW-16	April 5, 2006	16.9	NS ²
	MW-24		3.8	
Chlorobenzene	MW-16	April 5, 2006	219	50
2-Chlorotoluene	MW-16	April 5, 2006	115	100
1,4-Dichlorobenzene	MW-16	April 5, 2006	30	6

1. Groundwater standards that would apply if the land use was not restricted.
2. NS = not specified.

9. 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 August 24, 2006, and the following:

a. Prospective Developer contacted DENR on August 18, 2006 indicating 1) its intent to submit a Letter of Intent seeking entry into the North Carolina Brownfields Program for the purpose of redeveloping the Property for kayak and canoe manufacturing; and 2) its intent to acquire the Property, possibly in advance of submitting its Letter of Intent; and

b. Prospective Developer purchased the Property on August 20, 2006 and subsequently redeveloped portions of the Property for the manufacture of kayaks and canoes.

10. 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.

11. Prospective Developer has paid to DENR the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of \$6,000 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

IV. BENEFIT TO COMMUNITY

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

- a. an increase in the Property's productivity;
- b. a spur to additional community redevelopment;
- c. provide additional community college facilities, including much-needed education and technical training in the field of automotive service, maintenance and repair that will produce individuals certified in those fields who are capable of successfully competing for and filling employment opportunities in those fields; and
- d. "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. Within 30 days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within 10 days of receiving such notification to refrain from such abandonment, Prospective Developer shall, on a schedule acceptable to DENR, effect said abandonment and, within 30 days after doing so, provide DENR a report, subject to DENR approval, setting forth the procedures and results.

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 (DENR’s Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property other than remediation that may be required pursuant to the provisions of any of the land use restrictions, below in paragraph 15.

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 Property suitable for the uses specified in this Agreement while fully protecting public health and the environment, instead of remediation to unrestricted use standards. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for community college

facilities, including but not limited to an automotive maintenance and repair technical training center, and/or other commercial purposes. The Property shall not be used for residential, or for child care or for elementary through secondary school, purposes without DENR's advance written approval.

b. No building (other than buildings that are not enclosed such as parking garages) may be constructed on the Property unless and until DENR determines in writing that:

i. the building would be sufficiently distant from the Property's groundwater and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or

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

c. Any demolition of any building on the Property, as depicted on the plat component of the Notice referenced in paragraph 20, below, must occur in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

d. 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) or surface water may occur on the Property unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 15.a. above while fully protecting public health and the environment. Notwithstanding the foregoing restrictions, water quality management structures such as retention basins designed and constructed in accordance with applicable laws may be constructed on the Property without DENR's advance approval.

e. None of the contaminants known to be present in the environmental media at the Property, including those appearing in the table in paragraph 8, above, may be used or stored at the Property without the prior written approval of DENR, except (i) in *de minimis* amounts for cleaning and other routine housekeeping activities, and (ii) for vehicle maintenance and service activities conducted in compliance with applicable law.

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

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

h. 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 Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update (“LURU”) to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Guilford County Register of Deeds office and that the land use restrictions are being complied with, and stating:

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

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

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 15.d. 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.

16. 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.

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 DENR's Superfund Section, as embodied in their most current version.

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

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

19. In addition to providing access to the Property pursuant to subparagraph 15.g. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

20. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective

Developer shall file the Notice of Brownfields Property in the Guilford County, North Carolina, Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the Register of Deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

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

22. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property within seven days of the effective date of this Agreement and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement.

VII. DUE CARE/COOPERATION

23. The Prospective Developer shall exercise due care at the Property with respect to the manner in which regulated substances are handled at the Property and shall comply with all

applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

24. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than those uses authorized in this Agreement. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

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

25. 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.

26. 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.

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, N.C.G.S. § 113A-1, et seq.

28. Consistent with N.C.G.S. § 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 N.C.G.S. § 130A-310.33, including future owners of the property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

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

XI. PARTIES BOUND

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

XII. DISCLAIMER

31. 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.

32. Except for the Land Use Restrictions set forth in paragraph 15 above and N.C.G.S. §

130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIII. DOCUMENT RETENTION

33. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six (6) years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. To the extent DENR retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XIV. PAYMENT OF ENFORCEMENT COSTS

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 DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

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

- a. for DENR:

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

b. for Prospective Developer:

Andrew Zimmerman
AZAS, LLC
6012 High Point Road
Greensboro, NC 27407

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 it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

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 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.

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 DENR 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 DENR in writing within 10 days of service of the complaint on it.

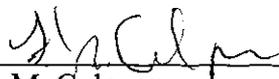
XIX. PUBLIC COMMENT

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

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:



Linda M. Culpepper
Deputy Director, Division of Waste Management

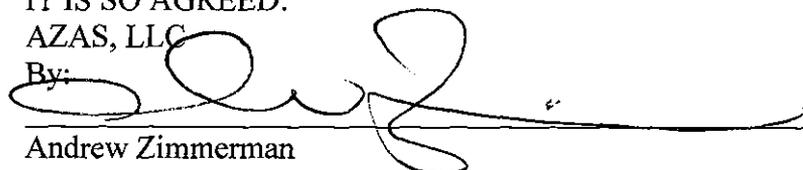
September 25, 2013

Date

IT IS SO AGREED:

AZAS, LLC

By:



Andrew Zimmerman
Manager

October 31, 2013

Date

EXHIBIT 1 – Location Map

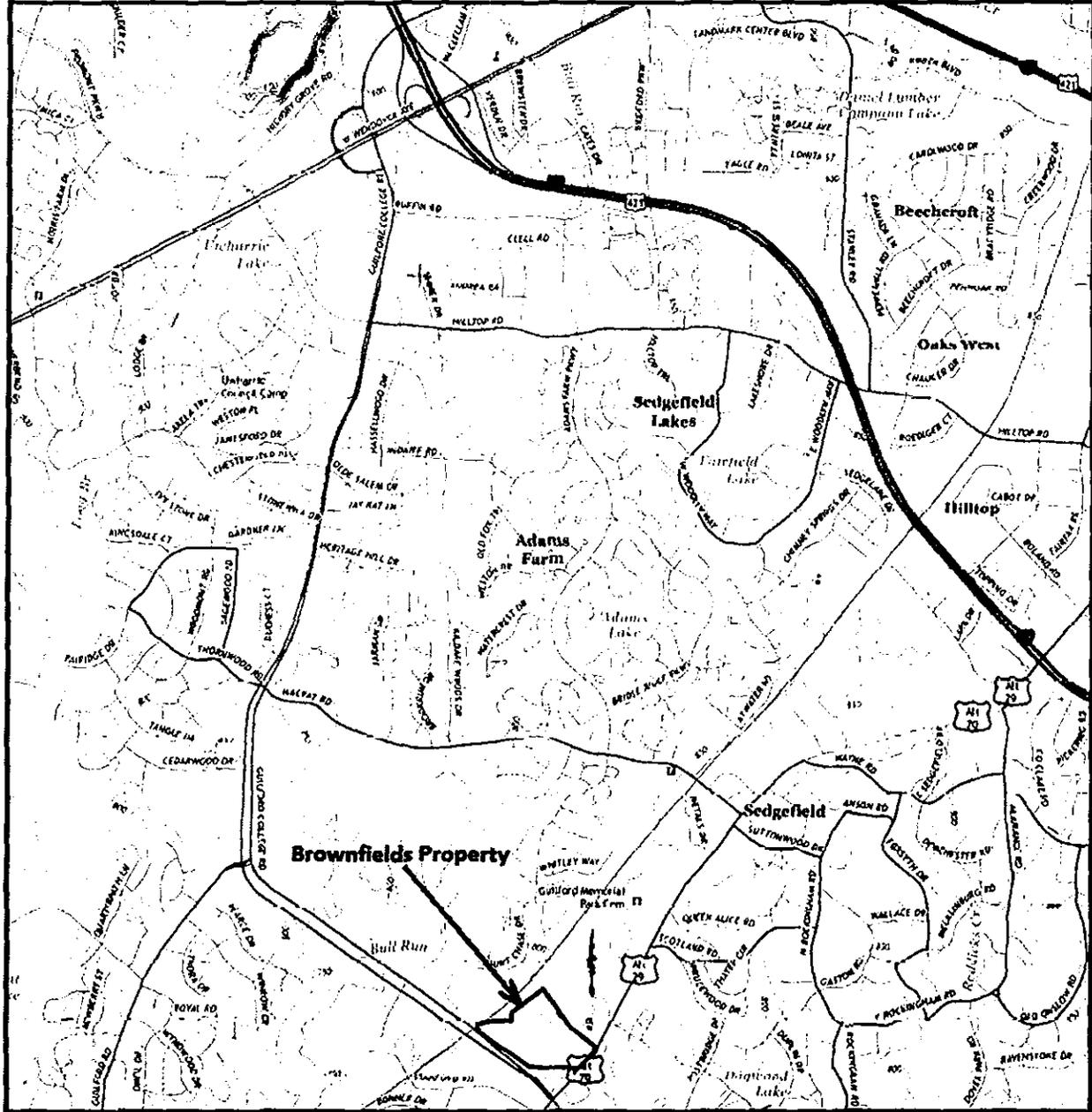


EXHIBIT B - survey Plat (Full Sized Plat Map Recorded Separately)

PLAT BOOK PAGE

MAL TO EVANS ENGINEERING, INC. 400 DUMBAS DRIVE GREENSBORO, N.C. 27407 (PICK UP)

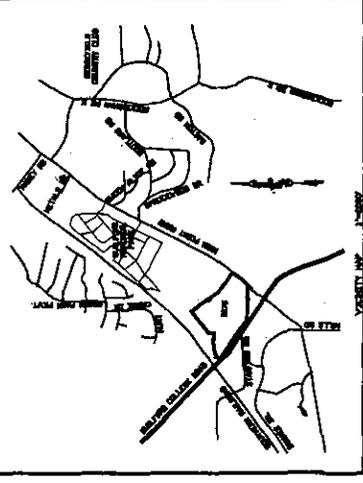


EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY SURVEY PLAT FOR 6012 HIGH POINT ROAD JAMESTOWN TOWNSHIP-GUILFORD COUNTY GREENSBORO, NORTH CAROLINA AZAS, LLC - OWNER AND PROSPECTIVE DEVELOPER JUNE 11, 2013

STATEMENT OF WORK

1. The purpose of this contract is to provide for the design and construction of a survey plat for the property located at 6012 High Point Road, Greensboro, North Carolina. The survey plat will show the boundaries of the property and any easements or encroachments. The survey plat will also show the location of any utility lines and other features on the property.

2. The survey plat will be prepared in accordance with the standards and specifications of the North Carolina Surveying Board. The survey plat will be prepared in a digital format and a printed format. The survey plat will be recorded in the public records of Guilford County, North Carolina. The survey plat will be available for public inspection at the public records office.

Certificate of Design and Construction. The undersigned hereby certifies that the land shown on this plat is within the subdivision jurisdiction of the Board of Commissioners of Guilford County and this plat is in compliance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina. I, the undersigned, am the owner of the land shown on this plat and I am the person who has caused this plat to be prepared and recorded in the public records of Guilford County, North Carolina.

STATE OF NORTH CAROLINA. COUNTY OF GREENSBORO. I, ROBERT S. WASHINGTON, Surveyor, do hereby certify that the above described land is the property of AZAS, LLC and that the same is being surveyed and platted in accordance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina.

FOR THE PURPOSES OF N.C.G.S. 166A-010. I, ROBERT S. WASHINGTON, Surveyor, do hereby certify that the above described land is the property of AZAS, LLC and that the same is being surveyed and platted in accordance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina.

Certificate of Modern Efficiency. I, the undersigned, do hereby certify that the above described land is the property of AZAS, LLC and that the same is being surveyed and platted in accordance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina.

Certificate of Approval by Division of Highway Construction Standards for White. I, the undersigned, do hereby certify that the above described land is the property of AZAS, LLC and that the same is being surveyed and platted in accordance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina.

Certificate of Approval by Division of Highway Construction Standards for Black. I, the undersigned, do hereby certify that the above described land is the property of AZAS, LLC and that the same is being surveyed and platted in accordance with the provisions of the subdivision law of the State of North Carolina and the provisions of the subdivision law of Guilford County, North Carolina.

Table with 5 columns: County, Date of Survey, Construction Standard, and Stationing. It lists various survey points and their corresponding stationing values.

FINAL PLAT SHEET 2 OF 2 EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY SURVEY PLAT FOR 6012 HIGH POINT ROAD JAMESTOWN TOWNSHIP-GUILFORD COUNTY GREENSBORO, NORTH CAROLINA AZAS, LLC - OWNER AND PROSPECTIVE DEVELOPER JUNE 11, 2013

Evans Engineering, Inc. logo and contact information. Address: 4000 Dumbas Drive, Greensboro, NC 27407. Phone: 336-654-6675. Website: www.evanseng.com

OWNER NAME AND ADDRESS AZAS, LLC, P.O. Box 2000, GREENSBORO, NC 27415

EXHIBIT C – LEGAL DESCRIPTION
PAGE 1 OF 2

BEGINNING AT AN EXISTING IRON PIPE BEING THE NORTHERNMOST CORNER OF HEREIN DESCRIBED PROPERTY, SAID EXISTING IRON PIPE ALSO BEING A NORTHWESTERN CORNER OF ALBERDINGK BOLEY, INC. AS RECORDED IN DEED BOOK 5763 PAGE 0283 IN THE GUILFORD COUNTY REGISTER OF DEEDS, SAID EXISTING IRON PIPE ALSO HAVING NORTH CAROLINA 83 GRID COORDINATES HAVING A GRID NORTHING OF 822,358.9774 FEET AND HAVING AN EASTING OF 1,731,113.8760 FEET, THENCE WITH A WESTERN LINE OF AFORESAID ALBERDINGK BOLEY, INC. S 35 DEG 45 MIN 02 SEC E DISTANCE BEING 368.92 FEET TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING A NORTHWESTERN CORNER OF ALBERDINGK BOLEY, INC. AS RECORDED IN DEED BOOK 5509 PAGE 0762, THENCE WITH THE WESTERN LINE OF SAID ALBERDINGK BOLEY, INC. S 35 DEG 45 MIN 02 SEC E DISTANCE BEING 163.50 FEET TO AN EXISTING IRON PIPE, THENCE S 42 DEG 00 MIN 33 SEC W DISTANCE BEING 34.84 FEET TO AN EXISTING IRON PIPE, THENCE S 47 DEG 56 MIN 59 SEC E DISTANCE BEING 84.50 FEET TO AN EXISTING IRON PIPE, THENCE N 41 DEG 48 MIN 48 SEC E DISTANCE BEING 16.58 FEET TO A NEW IRON PIPE, THENCE WITH THE WEST LINE OF SAID ALBERDINGK BOLEY, INC. S 35 DEG 45 MIN 02 SEC E CROSSING THE INSIDE SOUTHERN RAIL OF A RAILROAD SPUR TRACK AT 75.97 FEET AND BEING A TOTAL DISTANCE OF 252.81 FEET TO AN EXISTING IRON PIPE, THENCE S 53 DEG 09 MIN 03 SEC E DISTANCE BEING 587.91 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN 100 FOOT RIGHT OF WAY FOR HIGH POINT ROAD (OLD U.S. HIGHWAY 29 AND 70), SAID EXISTING IRON PIPE ALSO BEING THE SOUTHEASTERNMOST CORNER OF HEREIN DESCRIBED PROPERTY, SAID EXISTING IRON PIPE ALSO BEING A SOUTHWESTERN CORNER OF ALBERDINGK BOLEY, INC. , THENCE WITH THE NORTHERN 100 FOOT RIGHT OF WAY FOR HIGH POINT ROAD BEING A CURVE TO THE RIGHT A CHORD BEARING OF S 37 DEG 09 MIN 44 SEC W CHORD DISTANCE BEING 245.94 FEET AND HAVING A RADIUS OF 962.52 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE NORTHERN 100 FOOT RIGHT OF WAY FOR HIGH POINT ROAD S 44 DEG 30 MIN 32 SEC W DISTANCE BEING 349.15 FEET TO AN EXISTING IRON PIPE, THENCE LEAVING THE SAID RIGHT OF WAY FOR HIGH POINT ROAD AND WITH AN EASTERN LINE OF EDWARD AND LINDA BIGHAM AS DESCRIBED IN DEED BOOK 5221 PAGE 0202 N 02 DEG 34 MIN 37 SEC E DISTANCE BEING 62.73 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE NORTHERN LINE OF SAID EDWARD AND LINDA BIGHAM N 87 DEG 28 MIN 14 SEC W DISTANCE BEING 837.62 FEET TO A NEW IRON PIPE ON THE NORTHERN RIGHT OF WAY FOR THE NEW GUILFORD COLLEGE

PAGE 2 OF 2

ROAD, SAID NEW IRON PIPE BEING N 54 DEG 51 MIN 22 SEC W DISTANCE BEING 5.91 FEET FROM A RIGHT OF WAY DISK, THENCE FROM SAID NEW IRON PIPE AND ALONG THE NORTHERN RIGHT OF WAY FOR NEW GUILFORD COLLEGE ROAD N 54 DEG 51 MIN 22 SEC W DISTANCE BEING 227.25 FEET TO A RIGHT OF WAY DISK, (SAID RIGHT OF WAY DISK BEING DESIGNATED AS STATION 17+95.277 82.02 FEET RIGHT ON SHEET 8 ON PLANS FOR STATE PROJECT 8.2492805), THENCE WITH THE NORTHERN RIGHT OF WAY FOR SAID NEW GUILFORD COLLEGE ROAD N 55 DEG 43 MIN 23 SEC W DISTANCE BEING 178.18 FEET TO A NEW IRON PIPE, THENCE WITH THE NORTHERN RIGHT OF WAY FOR GUILFORD COLLEGE ROAD N 55 DEG 43 MIN 23 SEC W DISTANCE BEING 730.36 FEET TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING THE SOUTHWESTERNMOST CORNER OF HEREIN DESCRIBED PROPERTY, THENCE ALONG THE EASTERN LINE OF GUILFORD TECHNICAL COMMUNITY COLLEGE AS RECORDED IN DEED BOOK 4487 PAGE 1265 N 03 DEG 49 MIN 27 SEC E CROSSING THE INSIDE SOUTHERN RAIL OF A RAILROAD SPUR TRACK LEADING INTO HEREIN DESCRIBED PROPERTY AT 101.63 FEET AND BEING A TOTAL DISTANCE OF 114.09 FEET TO AN EXISTING IRON PIPE, THENCE RUNNING 8.5 FEET NORTHERLY OF THE CENTERLINE OF SAID SPUR TRACK BEING A CURVE TO THE RIGHT A CHORD BEARING OF N 79 DEG 14 MIN 15 SEC E CHORD DISTANCE BEING 386.83 FEET AND HAVING A RADIUS OF 876.93 FEET TO AN EXISTING IRON PIPE, THENCE ALONG SAID SPUR TRACK S 88 DEG 01 MIN 14 SEC E DISTANCE BEING 229.03 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SOUTH LINE OF GUILFORD MEMORIAL PARK INC. AS RECORDED IN DEED BOOK 3909 PAGE 0800 N 01 DEG 15 MIN 52 SEC E DISTANCE BEING 146.08 FEET TO AN EXISTING IRON PIPE, THENCE N 52 DEG 08 MIN 52 SEC E DISTANCE BEING 85.61 FEET TO AN EXISTING IRON PIPE, THENCE N 52 08 MIN 52 SEC E DISTANCE BEING 629.20 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 1,623,185 SQUARE FEET OR 37.2632 ACRES MORE OR LESS.