Brownfields Project #: 10066-06-92
Brownfields Property: Wal-Mart # 1372– Garner, 4500 Fayetteville Road, Raleigh, NC
Property Owner (In whole or part): **Wal-Mart Real Estate Business Trust**

LAND USE RESTRICTIONS ("LUR") UPDATE

LUR 1: No use may be made of the Brownfield Property other than for retail, office, hotel, and, with prior written approval by the North Carolina Brownfield Program ("NCBP") and upon such conditions NCBP may impose, residential uses. For purposes of this Land Use Restriction, the following definitions apply:

a. "Retail" refers to the sale of goods directly to the consumer, and includes restaurant use.

b. "Office" refers to the conduct or rendering of business or professional services.

c. "Hotel" refers to a building, containing more than four individual rooms, where overnight lodging facilities, including reservation, cleaning and reception services, utilities and management, are provided to paying customers.

d. "Residential" refers to use for a permanent dwelling of single family, multifamily, detached or attached structures; manufactured homes; mobile homes; group homes; boarding houses or dormitories.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 2: No activities that remove or use groundwater (e.g., installation of water supply wells or construction or excavation activities that will encounter groundwater) may occur on the Brownfield Property without prior sampling and analysis of groundwater to the satisfaction of NCBP in any areas proposed for such activities, and submittal of the analytical results to NCBP. If such results disclose to NCBP contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without prior written approval of NCBP on such conditions as NCBP 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.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 3: No building on the Brownfield Property may be used residentially unless, prior to its construction, NCBP has been consulted regarding the proximity of the planned building to the Property's volatile contaminant plume. If NCBP determines that the footprint of the building would fall within 100 feet of said plume, it may not be constructed without a vapor barrier system and/or mechanical or passive vapor mitigation system approved in writing in advance by NCBP. Within 30 days following installation of the vapor barrier system and/or mechanical or passive vapor mitigation system, NCBP shall be provided with 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. With NCBP's prior written approval, additional investigation activities which may include, without limitation, soil gas testing performed to NCBP's written satisfaction, may be conducted, and installation of a vapor barrier and/or mitigation system possibly excused, so long as the proponent makes an advance written commitment to install a vapor barrier and/or mitigation system if NCBP so requires based on review of a report of the investigation activities.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 4: No mining may be conducted on or under the Brownfield Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 5: No basements may be constructed on the Brownfield Property without the prior written approval of NCBP.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 6: None of the contaminants known to be present in the environmental media at the Brownfield Property, including those listed in paragraph 8 of the Brownfields Agreement ("Agreement") hereto, may be used or stored at the Brownfield Property without the prior written approval of NCBP, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 7: No party conducting environmental assessment or remediation at the Brownfield Property at the direction of, or pursuant to a permit or order issued by, the Department of Environment and Natural Resources ("DENR") may be denied access to the Brownfield Property for purposes of conducting such assessment or remediation, provided that such party shall use reasonable efforts to minimize interference with lawful operations on the Brownfield Property.

In compliance _X_ Out of compliance ____

Remarks: _____

LUR 8: During January of each year after the year in which the Notice of Brownfields Property ("Notice") is recorded, the owner as of December 1st of the prior year of any part of the Brownfield Property shall submit a notarized Land Use Restrictions Update ("LURU") to NCBP certifying that this Notice containing these Land

Use Restrictions remains recorded at the Wake County Register of Deeds' office and that these Land Use Restrictions are being complied with. The LURU shall also state:

a. the full name, mailing address, telephone and facsimile numbers, and e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfield Property during the previous calendar year. Insert information:

_____

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_____

b. the transferee's full name, mailing address, telephone and facsimile numbers, and e-mail address, if said owner transferred any part of the Brownfield Property during the previous calendar year.
Insert Information:

_____

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c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction 3 above are performing as designed, and whether the uses of the ground floors of any buildings in the portion of the Brownfield Property subject to the LURU that contain such vapor barrier and/or mitigation systems have changed, and, if so, how. The LURU shall also describe any maintenance and repair of any such vapor barrier and/or mitigation system(s) that has been performed since the last LURU regarding the subject portion of the Brownfield Property. Alternatively, a homeowners' association may perform the duties imposed by this Land Use Restriction on behalf of particular owners of the Property, if said association submits to DENR evidence satisfactory to DENR that it is authorized to serve as the subject owners' agent in this regard, and executes a notarized instrument satisfactory to DENR accepting responsibility for such performance.

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In compliance __X__ Out of compliance ____

Remarks: _____

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Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that this Notice remains recorded at the Wake County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Wal-Mart Real Estate Business Trust, owner of at least part of the Brownfields Property.

Signature of individual signing: _____
Name typed or printed: Romona West BOM
Title: Director, Realty and Entity Management

Date: 1/9/13

Wal-Mart Real Estate Business Trust, a
Delaware Statutory Trust

By: _____
Romona West BOM
Director, Realty and Entity Management

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

I, Dawn Michelle Griggs, a Notary Public for the State of Arkansas, County of Benton, do hereby certify that Romona West, personally known to me, personally appeared before me this day and acknowledged to me that she is Director of Realty and Entity Management for Wal-Mart Real Estate Business Trust, a Delaware statutory trust and that she, as Director of Realty and Entity Management, voluntarily executed the foregoing on behalf of said company and limited partnership for the purposes stated therein.

Dawn Michelle Griggs
Printed Name: Dawn Michelle Griggs

Witness my hand and official seal this, the 9th day of January, 2013.

My commission expires: August 15, 2021

(SEAL)

DAWN MICHELLE GRIGGS
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 8/15/2021
Commission Number 12383643