ALL INFORMATION PRESENTED ON THIS PAGE SUPPLIED BY CLIENT

Map Book 60, Page 158
#2016150669 page 2 of 2

GROUNDWATER

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

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Manganese*	TW-2	03/31/2016	640	50

* May be naturally occurring.

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (April 2016 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level[1] (mg/kg)
Benzo(a)pyrene	31-15	0-2	06/10/2015	0.418	0.29
Benzo(a)pyrene	32-2	0-2	09/04/2014	5.46	0.29
Benzo(a)pyrene	PILE 1		03/28/2016	34.7	0.29
Benzo(a)athracene	32-2	0-2	09/04/2014	6.42	2.9
Benzo(a)athracene	PILE 1		03/28/2016	43.7	2.9
Benzo(b)fluoranthene	32-2	0-2	09/04/2014	4.34	2.9
Benzo(b)fluoranthene	PILE 1		03/28/2016	45.6	2.9
Indeno(1,2,3-cd) pyrene	PILE 1		03/28/2016	19.6	2.9
Arsenic	32-1	2-4	09/03/2014	13.4	3.0
Arsenic	32-2	0-2	09/04/2014	12.8	3.0
Arsenic	32-3	0-2	09/04/2014	8.9	3.0
Arsenic	32-6	0-2	09/04/2014	9.6	3.0
Arsenic	32-7	0-2	09/04/2014	15	3.0
Arsenic	32-16	0-2	09/05/2014	3.5	3.0
Arsenic	32-20	0-1	10/30/2014	18.4	3.0
Arsenic	PILE 1		03/28/2016	7.4	3.0
Cadmium	32-3	0-2	09/04/2014	421	196
Lead	32-1	2-4	09/03/2014	2,580	800
Lead	32-2	0-2	09/04/2014	2,200	800
Lead	32-3	0-2	09/04/2014	1,290	800
Lead	32-6	0-2	09/04/2014	3,780	800
Lead	32-7	0-2	09/04/2014	2,290	800
Lead	32-20	0-1	10/30/2014	3,100	800
PCB-total	32-1	2-4	09/03/2014	1.64	0.94
PCB-total	32-6	0-2	09/04/2014	6.78	0.94
PCB-total	32-16	0-2	09/05/2014	1.34	0.94
PCB-total	32-20	0-1	10/30/2014	6.33	0.94
TPH-DRO	31-21	5-7	06/10/2015	11.5	10
TPH-DRO	31-28	0-2	06/10/2015	49.3	10
TPH-DRO	32-1	2-4	09/03/2014	4,330	10
TPH-DRO	32-1	6-8	09/03/2014	71.7	10
TPH-DRO	32-2	0-2	09/04/2014	1,180	10
TPH-DRO	32-3	0-2	09/04/2014	1,180	10
TPH-DRO	32-4	0-2	09/04/2014	66.9	10
TPH-DRO	32-6	0-2	09/04/2014	466	10
TPH-DRO	32-7	0-2	09/04/2014	1,760	10
TPH-DRO	32-9	0-2	09/05/2014	421	10
TPH-DRO	32-13	0-2	09/05/2014	69.4	10
TPH-DRO	32-16	0-2	09/05/2014	63.8	10
TPH-DRO	32-17	2-4	09/05/2014	148	10
TPH-DRO	32-20	0-1	10/30/2014	1,040	10
TPH-GRO	32-2	0-2	09/04/2014	15.1	10
TPH-GRO	32-3	0-2	09/04/2014	58.7	10
TPH-GRO	32-7	0-2	09/04/2014	11.5	10

1Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.
NE - No established screening level
PCB-polychlorinated biphenyl. The screening level is total PCB of 1 mg/kg
TPH DRO Total Petroleum Hydrocarbons Diesel Range Organics. The screening level is the Action Level of 10 mg/kg specified by the NC DEQ UST Section.
TPH GRO Total Petroleum Hydrocarbons Gasoline Range Organics. The screening level is the Action Level of 10 mg/kg specified by the NC DEQ UST Section.

FILED FOR REGISTRATION
NOV 04 2016
AT 10:50 AM
J. DAVID GRANBERRY
MECKLENBURG COUNTY, N.C.
REGISTER OF DEEDS

LAND USE RESTRICTIONS

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

1. No use may be made of the Brownfields Property other than for redevelopment for industrial uses, specifically for the Charlotte Locomotive and Railcar Maintenance Facility. For purposes of this restriction, the following definitions apply:

a. industrial defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials; and

b. Operations and maintenance facility refers to the vehicles, parking, and equipment used to support the routine storage and servicing of rail cars as part of the operating routine. Allowed activities may include, the inspection, cleaning, maintenance, and repair of rail cars, storage of out of service rail cars and to other activities directly related to the rail operation and maintenance. The facility may include parking for railroad employees and related service providers, as well as storage buildings and service areas pertinent to the operating routine.

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

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

b. issues related to potential sources of contamination referenced in paragraph 7 and 8 and Exhibit 2 of Exhibit A hereto;

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

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

3. Within 90 days after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

a. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed above;

b. soil grading and cut and fill actions;

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

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

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

4. No activity that disturbs soil on the Brownfields Property unless in accordance with Environmental Management Plan in previous paragraph 2 above, may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in paragraph 1 above while fully protecting public health and the environment, except:

a. in connection with landscape planting to depths not exceeding 6 inches;

b. mowing and pruning of above-ground vegetation and;

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

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

6. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice, may be occupied until DEQ determines in writing that:

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

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

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

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

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

b. in fluids in vehicles;

c. as constituents of products and materials customarily used and stored in railway environments, provided such products and materials are used, stored, in original retail packaging and disposed of in accordance with applicable laws;

d. in de minimis quantities for railcar maintenance, service, railcar wash and body work in compliance with applicable law;

e. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment and vehicles in on-board tanks integral to said equipment or in flammable liquid storage containers totaling no more than 25 gallons;

f. as fuel or other fluids customarily used in vehicles, landscaping equipment and emergency generators; and

g. in products or materials that are brought onto the Brownfields Property, kept in their original packaging or containers (that is, not used or repackaged) and later removed from the Brownfields Property in the original packaging or containers.

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

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

10. During January of each year after the year in which the Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg 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 Brownfields Property during the previous calendar year;

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

c. whether soil caps (hardscape materials, clean soil, stone) and landscaping required by paragraph 4 above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media; and

d. whether any vapor barrier and/or mitigation systems installed pursuant to paragraph 6 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;

11. Any deed or other instrument conveying an interest in the Brownfields 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 Mecklenburg County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions) of Exhibit A hereto, though financial figures related to the conveyance may be redacted. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions) of Exhibit A hereto; or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV of Exhibit A hereto.

NORTH CAROLINA

I, TIMOTHY A. RUDOLPH, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PROFESSIONAL LAND SURVEYOR — L-2666 REGISTRATION NUMBER

NORTH CAROLINA

I, TIMOTHY A. RUDOLPH, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PROPERTY LINES SHOWN ARE BASED UPON AN ACTUAL FIELD SURVEY UNLESS OTHERWISE NOTED HEREON. THE RATION OF PRECISION AS CALCULATED IS 1:10,000+, THIS PLAT IS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED, SOURCE OF TITLE FOR PROPERTY SURVEYED IS DEED BOOK 30260, PAGE 395 AND DEED BOOK 30235, PAGE 105, MECKLENBURG COUNTY REGISTER OF DEEDS, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19TH DAY OF JULY, 2016.

PROFESSIONAL LAND SURVEYOR — L-2666 REGISTRATION NUMBER

CERTIFIED TO BE TRUE AND CORRECT COPY
OF THE ORIGINAL MAP RECORDED IN
BOOK 60 PAGE 158
DATE: 11-4-16
J. DAVID GRANBERRY, REGISTER OF DEEDS
By: Deanna D. Taylor Deputy

J. DAVID GRANBERRY REGISTER OF DEEDS MECKLENBURG COUNTY, N.C.

REVIEW OFFICER'S CERTIFICATE

I, JASON V. PRESCOTT REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT, TO WHICH THIS CERTIFICATE IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER — 11/4/2016 DATE

Approved for the purposes of N.C.G.S. 130A-310.35

Michael E. Scott, Director
Division of Waste Management
State of North Carolina
County of Wake

9/30/16
Date

Dewberry

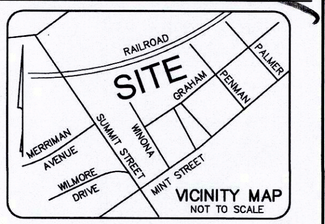
Dewberry Engineers, Inc.
6135 LAKEVIEW ROAD
SUITE 150
CHARLOTTE, NC 28269-2609
PHONE: (704) 509 - 9918
FAX: (704) 509 - 9937
F-0929

-PREPARED FOR-
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCOMOTIVE & RAILCAR MAINTENANCE FACILITY
JOB ID NO: p2918f-con-dei2
PROJECT NO: 49999.1.STR8

SURVEY PLAT OF PROPERTY OWNED BY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PIN 07326215 AND PIN 07326216
DB 30235, PG 105 AND DB 30260, PG 395
LOCATED AT 1336 AND 1320 SOUTH GRAHAM STREET,
CHARLOTTE, MECKLENBURG COUNTY, NC

SEAL

NORTH CAROLINA PROFESSIONAL SEAL L-2666 LAND SURVEYOR TIMOTHY A. RUDOLPH



NO SCALE THIS SHEET

DRAWN BY	M. DENNIS
APPROVED BY	T. RUDOLPH
CHECKED BY	
DATE	JULY 19, 2016

TITLE

EXHIBIT B
to the Notice of Brownfields Property
SURVEY PLAT

PROJECT NO. 50080536

SHEET NO. 2 OF 2