

WAKE COUNTY, NC 221
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/26/2011 AT 14:05:59

BOOK:014333 PAGE:00217 - 00253

Property Owner: Contemporary Art Foundation, Inc.

Recorded in Book BN201 Page 00394

Associated plat recorded in Plat Book BN201 Page 00394

Hold for Kilpatrick Townsend - Box 156

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 26 day of April, 2011 by Contemporary Art Foundation, 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 consists of 0.56 acres located at 409 West Martin Street in Raleigh, Wake County, North Carolina. It was in use for various commercial purposes, including produce distribution, metal plating and paint formulation and distribution, from the late 1920s until 1996, as a result of which soil and groundwater are contaminated at the site. The Brownfields Property has been vacant since 1997. Prospective Developer intends to initially redevelop the site as an art museum; potential additional future uses include residential, industrial and, with prior DENR

approval, other commercial uses.

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 tables also set forth the type and quantity of such substances:

Table A

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, Rule .0202 (January 1, 2010 version):

Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Std. (µg/L)	Unrestricted Use Std. ¹ (for reference only) (µg/L)
Aliphatics C5-C8	MW-1	6/17/2010	57,700	400
Aliphatics C9-C18	MW-1	6/17/2010	16,200	700
Aromatics C9-C22	MW-1	6/17/2010	3,790	200
Benzene	TMW-3	12/17/2008	14,000	1
Benzene	MW-1	6/17/2010	19,700	1
Ethylbenzene	TMW-3	12/17/2008	880	600
Ethylbenzene	MW-1	6/17/2010	1,220	600
Naphthalene	TMW-3	12/17/2008	540	6
Toluene	MW-1	6/17/2010	12,200	600
1,2,4-Trimethylben	MW-1	6/17/2010	970	400

zene				
Xylenes (total)	MW-1	6/17/2010	6,950	500
Barium	TMW-3	12/17/2008	840	700
Chromium	TMW-4	12/17/2008	22	10
Iron	TMW-3	6/13/2007	8,630	300
Lead	TMW-3	12/17/2008	25	15
Lead	TMW-4	12/17/2008	130	15
Manganese	TMW-3	6/13/2007	3,660	50

would apply if Property's use were not restricted

Table B

Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the unrestricted use screening levels for which are derived using the Preliminary Unrestricted Use Health Based Remediation Goals of the Inactive Hazardous Sites Branch of DENR's Superfund Section (October 2010 version):

Soil Contaminant	Sample Location	Depth	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Screening Level (mg/kg)	Unrestricted Use Screening Level ^{1,2} (for reference only) (mg/kg)
Benzo(a)anthracene	TMW-4	0-1	12/17/2008	0.62	0.15
Benzo(b)fluoranthene	TMW-4	0-1	12/17/2008	0.7	0.15
Benzo(a)pyrene	SB-14	2-4	6/14/2007	0.13	0.015
Ethylbenzene	SB-20	2-4	6/14/2007	5.9	5.4
Ethylbenzene	SS-2	7	6/4/2010	7.660	5.4
Naphthalene	SB-12	2	3/19/2009	31	3.6
Naphthalene	SS-4	7	6/4/2010	3.720	3.6
1,2,4-Trimethylbenzene	SB-12	2	3/19/2007	220	6.7
1,2,4-Trimethylbenzene	SB-19	2-4	6/14/2007	9.6	6.7
1,2,4-Trimethylbenzene	SB-20	2-4	6/14/2007	9.5	6.7
1,2,4-Trimethylbenzene	SS-2	7	6/4/2010	10.2	6.7
Total Xylenes	SB-12	2	3/19/2007	540	130

Total Xylenes	SS-4	7	6/4/2010	445	130
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¹Screening levels for carcinogens are for 1E-06 risk target; for non-carcinogens they are for 0.2 hazard index.

²would apply if Property's use were not restricted

Table C

Sub-slab vapor contaminants (in micrograms per cubic meter of air), the screening levels for which are contained in the "Acceptable Soil-gas Concentration" column of the "IHSB Residential Vapor Intrusion Screening Levels" of the Inactive Hazardous Sites Branch of DENR's Superfund Section (January 25, 2010 version):

Sub-slab Vapor Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Screening Level (ug/m3)	Screening Level ^{1,2} (for reference only) (ug/m3)
n-Hexane	Location 2	11-8-2008	4.00E+03	1.46E+03
Benzene	Location 2	11-8-2008	4.60E+02	0.31E+02
Benzene	Location 3	11-8-2008	7.40E+01	3.1E+01

¹Screening levels for carcinogens are for 1E-05 risk target; for non-carcinogens they are for 0.2 hazard index.

²would apply if Property's use were not restricted

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 Brownfields Property other than for art museum and residential purposes, and for industrial and, if DENR issues prior written case by case approval, other commercial purposes. Within the meaning of this restriction, the following definitions apply:**

- a. “Art museum” refers to a facility designed for and displaying art work for the public’s enjoyment and edification.
- b. “Residential” refers to use for a permanent human dwelling of any single- or multi-unit building.
- c. “Industrial” refers to the manufacture or processing of goods or materials.
- d. “Commercial” refers to a business enterprise.

2. No building may be constructed on the Brownfields Property until DENR has been consulted regarding the potential for subsurface contamination at the Brownfields Property to contribute to the migration of vapor contaminants, and the potential for vapor intrusion to pose a health risk to future building users. If DENR determines that subsurface contamination at the Brownfields Property could pose a potential health risk in a planned building due to vapor intrusion, the building may not be constructed without:

a. a vapor barrier and, if DENR determines it necessary, a mechanical or passive sub-vapor barrier venting system, neither of which shall be installed without advance written DENR approval, and the installation of each of which shall be followed within 30 days by provision to DENR of 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; or

b. a showing that meets with DENR’s written satisfaction that no vapor-related measures are needed.

3. Between 30 and 90 days after the heating and air conditioning system of the existing site building becomes operational, the Brownfields Property’s then current owner shall conduct indoor air sampling in accordance with a plan approved in writing in advance by DENR, and shall, within 30 days after said sampling, submit a report subject to DENR approval setting forth the procedures used and the analytical results obtained. If the analytical results indicate to DENR the presence of indoor air contaminants associated with subsurface contaminants in excess of the screening levels DENR determines are appropriate, the Brownfields Property’s then current owner shall, within a time period acceptable to DENR, assess and mitigate risks associated with said contaminants to DENR’s written satisfaction.

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

5. 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 that might put at risk the Brownfields Property's suitability for the uses specified in Land Use Restriction 1. above or public health or the environment, 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.

6. Soil at the Brownfields Property at a depth greater than three (3) feet 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. While such soil is disturbed, DENR may inspect and sample, or require sampling of, the subject soil for contaminants. If soil contamination is discovered that DENR determines might put at risk the Brownfields Property's suitability for the uses specified in Land Use Restriction 1. above or public health or the environment, the Brownfields Property's then current owner shall take any actions that DENR requires to ensure the Brownfields Property's suitability for such uses and to fully protect public health and the environment, such as removing and disposing of as much soil as DENR requires in accordance with applicable law.

7. 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.

8. No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

9. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in paragraph 7 of Exhibit A hereto, 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.

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

11. The owner of any portion of the Brownfields Property where any existing, or later-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.

12. Neither DENR 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, DENR 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.

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

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; and

c. whether any vapor barriers and/or sub-barrier venting 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 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 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 26 day of April, 2011.

Contemporary Art Foundation, Inc.

By: Carson Brice
Carson Brice
Board President

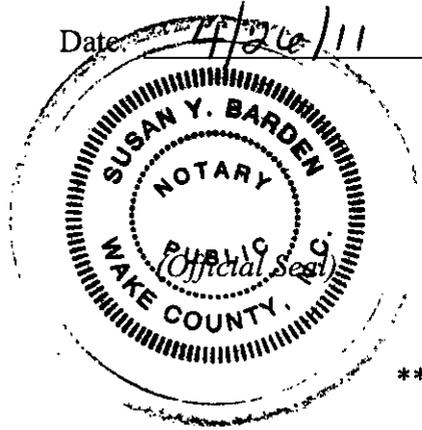
NORTH CAROLINA
Wake COUNTY

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: Carson Brice.

Date: 4/26/11

Susan Y Barden
Official Signature of Notary

Susan Y Barden
Notary's printed or typed name, Notary Public
My commission expires: 9/15/2014



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
Linda M. Culpepper
Deputy Director, Division of Waste Management

April 20, 2011
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 Wake County

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Contemporary Art Foundation, Inc.

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Contemporary Art Museum Site
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>)	409 West Martin Street
Brownfields Project # 13010-09-92)	Raleigh, Wake County

I. INTRODUCTION

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

The Contemporary Art Foundation, Inc., a North Carolina nonprofit corporation whose business address is P. O. Box 19609, Raleigh, NC 27619, owns and desires to sell approximately 0.56 acres of land at 409 West Martin Street, Raleigh, Wake County, for the purpose of redevelopment. The subject property is located in downtown Raleigh within the Depot National Register Historic District, commonly called the Warehouse District. The property was in use for various commercial purposes from the late 1920s until 1996, and has been vacant since 1997. The subject property will be initially redeveloped as an art museum and/or potential future uses of the property are residential, commercial, industrial and/or mixed use development. A map showing the location of the 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

potential liability of Contemporary Art Foundation, Inc. for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit Contemporary Art Foundation, 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 Contemporary Art Foundation, Inc.

III. STATEMENT OF FACTS

3. The Property comprises approximately 0.56 acres and is located at 409 West Martin Street, Raleigh, Wake County, North Carolina within the Depot National Register Historic District, commonly called the Warehouse District. Prospective Developer has committed itself to redevelopment of the Property for no uses other than as an art museum, initially, with possible future uses including residential, commercial, industrial and/or mixed use development. Current improvements at the Property include a 20,000-square-foot building constructed in 1927, which is eligible for certain state and federal tax incentives associated with the rehabilitation of historic

structures.

4. The Property is bordered to the north by West Martin Street, to the west by South West Street, to the south by property that is the site of a home furnishings company, and to the east by South Harrington Street. The Property is located in an area generally in commercial use.

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 Limited Site Assessment Report (DENR Incident No. 33856)	Mid-Atlantic Associates, Inc.	November 11, 2010
Initial Abatement Action Report (DENR Incident No. 33856)	Mid-Atlantic Associates, Inc.	October 22, 2010
Phase I Environmental Site Assessment	Mid-Atlantic Associates, Inc.	June 18, 2010
Report of Vapor Intrusion Assessment	ECS Carolinas, LLP	February 3, 2009
Limited Groundwater and Vapor Intrusion Assessment	ECS Carolinas, LLP	January 18, 2009
Soil Delineation	ECS Carolinas, LLP	August 24, 2007
Limited Phase II Environmental Site Assessment	ECS Carolinas, LLP	April 18, 2007
Limited Lead-Based Paint Sampling	ECS Carolinas, LLP	March 30, 2007
Asbestos Sampling Survey	ECS Carolinas, LLP	March 29, 2007
Phase I Environmental Site Assessment	Froehling & Robertson, Inc.	June 24, 1997

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

a. The Property was developed in 1927 for commercial/industrial use. From 1931 to 1965, the Brogden Produce Company owned the Property and occupied the on-site building. Dillon Supply Company bought the Property on October 25, 1966 and owned it until 1997.

b. From the mid-1960s until the mid-1980s, the building was either vacant or

occupied by a furniture distribution company.

b. From 1983 to 1989, the building was leased and occupied by Hunter Services, Inc., a metal plating company.

c. From 1992 to 1996, the building was leased and occupied by Cal-Tone Paints, Inc., a paint formulation and distribution company.

d. In 1997, Prospective Developers' affiliate, the Contemporary Art Museum, Inc., purchased the Property from Dillon Supply Company with the intention of redeveloping it as an art museum. The Contemporary Art Museum, Inc.'s predecessor, the nonprofit Capital City Art Gallery and Education Association, Inc., was formed in 1983 to conduct art-related programs in greater Raleigh in partnership with North Carolina State University's College of Design.

e. In February 2006, Prospective Developer entity, was formed to focus on fundraising and redevelopment of the Property as an art museum. Prospective Developer took title to the Property on August 20, 1997, while the Contemporary Art Museum, Inc. retained responsibility for planning the museum's programs and working with North Carolina State University's College of Design.

f. At the time the Contemporary Art Museum, Inc. purchased the Property in 1997, the on-site building was vacant. Since purchasing the Property, Contemporary Art Museum, Inc., and later the Prospective Developer, have not used, stored or otherwise managed regulated or hazardous substances at the Property. The Property has largely remained vacant since 1997 in anticipation of its redevelopment as an art museum.

g. Prospective Developer intends to convey the Property to an affiliated North

Carolina company that will be established to complete redevelopment of the Property as the “Contemporary Art Museum.”

h. Assessment and corrective action are underway to address a release of gasoline (DENR Incident No. 33856) from a 1,000-gallon underground storage tank (“UST”) formerly located by the northeast corner of the Property’s building, which release will be regulated by DENR’s UST Section.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred in June 2010. The following tables set forth, for contaminants present in soil and groundwater at the Property above unrestricted use standards (which would apply if this Agreement did not restrict the Property’s use), the maximum concentration found at each sample location and the applicable standard, and for contaminants present in sub-slab vapor and indoor air at the Property above acceptable screening levels, the maximum concentration found at each sample location and the applicable screening levels:

a. 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, Rule .0202 (January 1, 2010 version):

Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Std. (µg/L)	Unrestricted Use Std. ¹ (for reference only) (µg/L)
Aliphatics C5-C8	MW-1	6/17/2010	57,700	400
Aliphatics C9-C18	MW-1	6/17/2010	16,200	700
Aromatics C9-C22	MW-1	6/17/2010	3,790	200
Benzene	TMW-3	12/17/2008	14,000	1

Benzene	MW-1	6/17/2010	19,700	1
Ethylbenzene	TMW-3	12/17/2008	880	600
Ethylbenzene	MW-1	6/17/2010	1,220	600
Naphthalene	TMW-3	12/17/2008	540	6
Toluene	MW-1	6/17/2010	12,200	600
1,2,4-Trimethylbenzene	MW-1	6/17/2010	970	400
Xylenes (total)	MW-1	6/17/2010	6,950	500
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Chromium	TMW-4	12/17/2008	22	10
Iron	TMW-3	6/13/2007	8,630	300
Lead	TMW-3	12/17/2008	25	15
Lead	TMW-4	12/17/2008	130	15
Manganese	TMW-3	6/13/2007	3,660	50

¹would apply if Property's use were not restricted

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the unrestricted use screening levels for which are derived using the Preliminary Unrestricted Use Health Based Remediation Goals of the Inactive Hazardous Sites Branch of DENR's Superfund Section (October 2010 version):

Soil Contaminant	Sample Location	Depth	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Screening Level (mg/kg)	Unrestricted Use Screening Level ^{1,2} (for reference only) (mg/kg)
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Benzo(b)fluoranthene	TMW-4	0-1	12/17/2008	0.7	0.15
Benzo(a)pyrene	SB-14	2-4	6/14/2007	0.13	0.015
Ethylbenzene	SB-20	2-4	6/14/2007	5.9	5.4
Ethylbenzene	SS-2	7	6/4/2010	7.660	5.4
Naphthalene	SB-12	2	3/19/2009	31	3.6

Naphthalene	SS-4	7	6/4/2010	3.720	3.6
1,2,4-Trimethylbenzene	SB-12	2	3/19/2007	220	6.7
1,2,4-Trimethylbenzene	SB-19	2-4	6/14/2007	9.6	6.7
1,2,4-Trimethylbenzene	SB-20	2-4	6/14/2007	9.5	6.7
1,2,4-Trimethylbenzene	SS-2	7	6/4/2010	10.2	6.7
Total Xylenes	SB-12	2	3/19/2007	540	130
Total Xylenes	SS-4	7	6/4/2010	445	130

¹Screening levels for carcinogens are for 1E-06 risk target; for non-carcinogens they are for 0.2 hazard index.

²would apply if Property's use were not restricted

c. Sub-slab vapor contaminants (in micrograms per cubic meter of air), the screening levels for which are contained in the "Acceptable Soil-gas Concentration" column of the "IHSB Residential Vapor Intrusion Screening Levels" of the Inactive Hazardous Sites Branch of DENR's Superfund Section (January 25, 2010 version):

Sub-slab Vapor Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Screening Level (ug/m3)	Screening Level ^{1,2} (for reference only) (ug/m3)
n-Hexane	Location 2	11-8-2008	4.00E+03	1.46E+03
Benzene	Location 2	11-8-2008	4.60E+02	0.31E+02
Benzene	Location 3	11-8-2008	7.40E+01	3.1E+01

¹Screening levels for carcinogens are for 1E-05 risk target; for non-carcinogens they are for 0.2 hazard index.

²would apply if Property's use were not restricted

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 the following. It acquired the Property from the Contemporary Art Museum, Inc. on August 20,

1997, obtained or commissioned the Environmental Reports, and prepared and submitted to DENR a Brownfields Property Application dated April 21, 2009. It also effected installation of a vapor barrier in April 2010, was involved in planning of the rehabilitation of the existing site building, implemented the initial redevelopment activities, and facilitated design of the Geo-Seal™ CORE layer vapor barrier that was installed at the Property in April 2010. This sprayed-on barrier is a minimum of 60 mils thick and was applied over the entire surface of the building's original concrete slab foundation. The barrier extended to all utility riser penetrations, columns and other features protruding above the level of the first floor, as well as to the elevator shaft extending below the floor. Subsequently, a new concrete slab foundation was installed above the vapor barrier.

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), and shall make a payment to DENR of \$3,500 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 the second payment shall constitute, 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.

IV. BENEFIT TO COMMUNITY

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

a. The planned museum will serve as a partner of the North Carolina State University's College of Design, and will provide myriad social and artistic opportunities for the community, including adult and family art programming, education and outreach. Moreover, a recent study of arts and cultural activities in Wake County found that they are worth more than \$100 million to the economy, support thousands of jobs and generate over \$10 million in local and state government tax revenue.

b. The planned museum will be an important component of the Raleigh Warehouse District's ongoing revitalization. The approximately 20,000-square foot on-site

building is a contributing structure to the Depot National Register Historic District. It dates from the early 20th century, when the Warehouse District was, because of its proximity to the city's railroad yards, the city's industrial and distribution hub. Because of its historic status, the project has qualified for certain state and federal Historic Tax Credits.

c. The planned museum is expected to create approximately 50 construction-related jobs and six post-construction jobs; and

d. Rehabilitation and reuse of the existing structure exemplifies "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields"). That will also conserve energy and material, and the rehabilitation will incorporate, as appropriate, environmentally friendly and energy-efficient design features.

V. WORK TO BE PERFORMED

12. 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 ten days of receiving such notification to refrain from such abandonment, Prospective Developer shall effect said abandonment and shall, within 30 days after concluding such abandonment, provide DENR a report setting forth the procedures and results. This provision will not apply to ongoing regulatory requirements to address the release of gasoline referenced in subparagraph 6.h. above.

13. 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.

14. 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. 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 art museum and residential purposes, and for industrial and, if DENR issues prior written case by case approval, other commercial purposes. Within the meaning of this restriction, the following definitions apply:

i. "Art museum" refers to a facility designed for and displaying art work for the public's enjoyment and edification.

ii. "Residential" refers to use for a permanent human dwelling of any single- or multi-unit building.

iii. "Industrial" refers to the manufacture or processing of goods or materials.

iv. "Commercial" refers to a business enterprise.

b. No building may be constructed on the Property until DENR has been consulted regarding the potential for subsurface contamination at the Property to contribute to the migration of vapor contaminants, and the potential for vapor intrusion to pose a health risk to future building users. If DENR determines that subsurface contamination at the Property could

pose a potential health risk in a planned building due to vapor intrusion, the building may not be constructed without:

i. a vapor barrier and, if DENR determines it necessary, a mechanical or passive sub-vapor barrier venting system, neither of which shall be installed without advance written DENR approval, and the installation of each of which shall be followed within 30 days by provision to DENR of 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; or

ii. a showing that meets with DENR's written satisfaction that no vapor-related measures are needed.

c. Between 30 and 90 days after the heating and air conditioning system of the existing site building becomes operational, the Property's then current owner shall conduct indoor air sampling in accordance with a plan approved in writing in advance by DENR, and shall, within 30 days after said sampling, submit a report subject to DENR approval setting forth the procedures used and the analytical results obtained. If the analytical results indicate to DENR the presence of indoor air contaminants associated with subsurface contaminants in excess of the screening levels DENR determines are appropriate, the Property's then current owner shall, within a time period acceptable to DENR, assess and mitigate risks associated with said contaminants to DENR's written satisfaction.

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

e. 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 that might put at risk the Property's suitability for the uses specified in subparagraph 14.a. above or public health or the environment, 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.

f. Soil at the Property at a depth greater than three (3) feet 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. While such soil is disturbed, DENR may inspect and sample, or require sampling of, the subject soil for contaminants. If soil contamination is discovered that DENR determines might put at risk the Property's suitability for the uses specified in subparagraph 14.a. above or public health or the environment, the Property's then current owner shall take any actions that DENR requires to ensure the Property's suitability for such uses and to fully protect public health and the environment, such as removing and disposing of as much soil as DENR requires in accordance with applicable law.

g. 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.

h. No basements may be constructed on the Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

i. 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.

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

k. The owner of any portion of the Property where any existing, or later-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.

l. 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.

m. 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 Wake County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wake 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; and

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 barriers and/or sub-barrier venting systems installed pursuant to subparagraph 14.b. 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.

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

16. 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.

17. 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.

18. As to any contamination on the Property within the purview of DENR's Underground Storage Tank Section, Prospective Developer shall satisfy said section.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

19. In addition to providing access to the Property pursuant to subparagraph 14.1. 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.

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 Wake 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 Wake County land records, Book ~~2120~~ Page ~~00374~~ 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 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

23. 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. 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 that committed to in the Brownfields Property Application dated April 29, 2009 by which it applied for this Agreement, as modified herein. That use is as an art museum, with the possibility of residential use as well as industrial and, if DENR issues prior written approval, other commercial use. 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

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.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

28. 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 & TRANSFER/ASSIGNMENT NOTICE

29. 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

30. 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.

31. Except for the Land Use Restrictions set forth in paragraph 14 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

32. The Prospective Developer agrees to retain and make available to DENR, for ten years following the effective date of this Agreement unless otherwise agreed to in writing by the Parties, all documents and other records related directly or indirectly to all provisions of this Agreement, to contaminants at the Property (including those listed in paragraph 7 above), and to land-disturbing activity at the Property. Said material shall rebuttably be public records under North Carolina's Public Records Act, N.C.G.S. 132, subject to adjudication by the appropriate court. 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

33. 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

34. 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
401 Oberlin Road, Suite 150
Raleigh, NC 27605

b. for Prospective Developer:

Ms. Carson Brice
Contemporary Art Foundation, Inc.
P. O. Box 19609
Raleigh, NC 27619

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

35. 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

36. 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

37. 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.

38. 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.

39. 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.

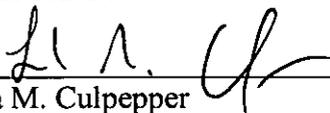
XIX. PUBLIC COMMENT

40. 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

April 20, 2011
Date

IT IS SO AGREED:

CONTEMPORARY ART FOUNDATION, INC.

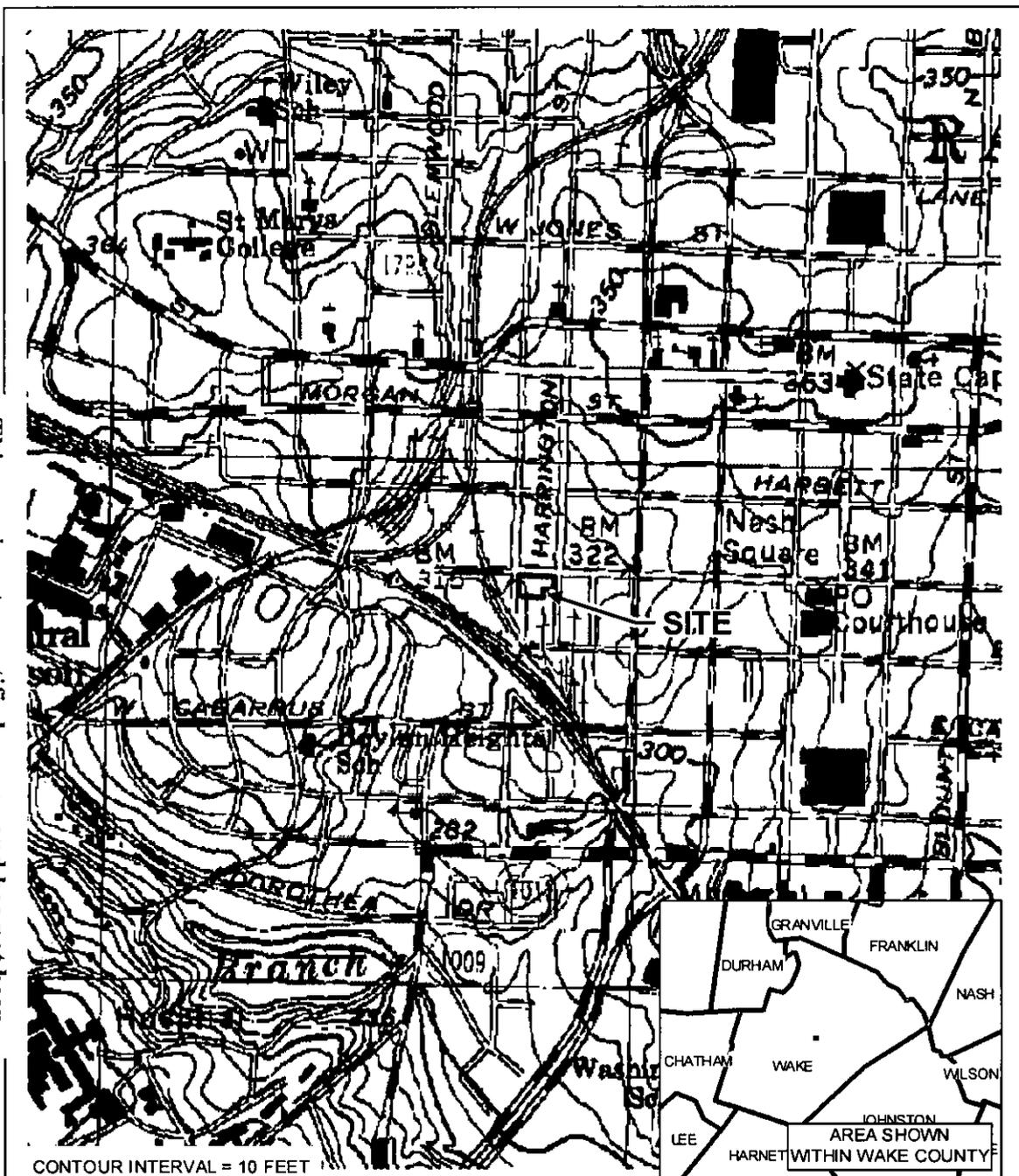
By:



Carson Brice
Board President

4/26/11
Date

Exhibit 1 to Brownfields Agreement
Contemporary Art Museum

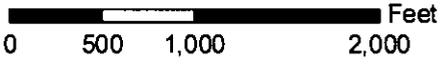


This map is not a certified survey and has not been reviewed by a local governmental agency for compliance with any applicable land development restrictions.

REFERENCES:

1. RALEIGH WEST, NC DIGITAL RASTER GRAPHIC, USGS. SCANNED FROM 1:24,000-SCALE RALEIGH WEST, NC TOPOGRAPHIC MAP (PUBLISHED 1993), USGS.
2. INSET MAP DIGITAL DATA FROM 2002 NATIONAL TRANSPORTATION ATLAS, BUREAU OF TRANSPORTATION STATISTICS, WASHINGTON, D.C.

SCALE: 1:12,000

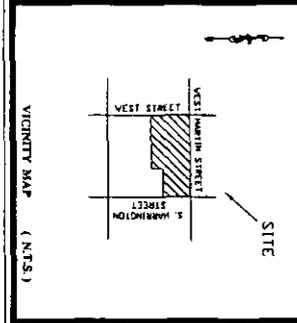


MID-ATLANTIC ASSOCIATES, INC.
Engineering & Environmental Solutions

TOPOGRAPHIC SITE MAP
CONTEMPORARY ART MUSEUM
409 WEST MARTIN STREET
RALEIGH, NORTH CAROLINA

DRAWN BY: EBA	DATE: NOVEMBER 2010
DRAFT CHECK: TAP	JOB NO: 000R2128.03
ENG. CHECK: JT	GIS NO: 01G-R2128.03-1
APPROVAL: JT	DWG NO: 1.1

EXHIBIT "B" to CAM Notice of BF Property



STATE OF NORTH CAROLINA
I, AL PRINCE, COUNTY CLERK, DO hereby certify that this map was drawn under my supervision from an actual survey made by me, or under my direct supervision...

NOTES:
1. NO FIELD PLAIN ON THIS PROPERTY.
2. DISTANCES SHOWN ARE HORIZONTAL DISTANCES.

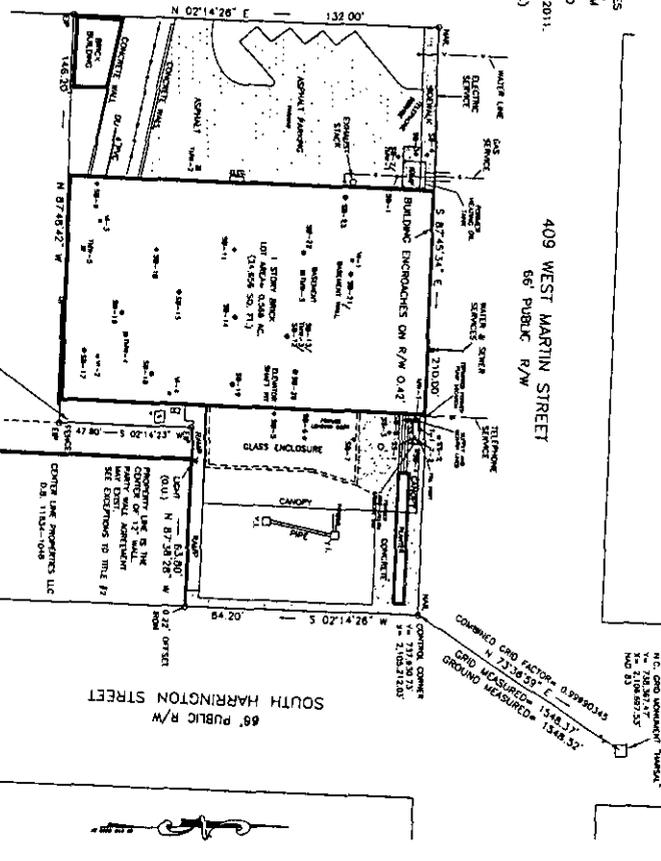
- 1. NO FIELD PLAIN ON THIS PROPERTY.
2. DISTANCES SHOWN ARE HORIZONTAL DISTANCES.
3. AREAS COVERED BY CONDOMINIUM DEEDS:
4. AREAS COVERED BY CONDOMINIUM DEEDS:
5. THIS MAP REPRESENTS SOIL AND GROUNDWATER CONTAMINANTS...

- REFERENCES:
1. PLAN 1703370886
2. DB 14074-1179
3. DB 6479-913
4. DB 6479-913
5. DB 406-533
6. DB 406-182
7. DB 406-182
8. DB 259-433
9. DB 149-211
10. DB 761-593

THE AREAS AND TYPES OF CONTAMINATION IDENTIFIED ARE AVAILABLE INFORMATION AT THE TIME OF FILING.

Table with 4 columns: Contaminant, Location, Date of Assessment, Contamination Level (mg/L), and Maximum Depth (ft). Rows include Chloride, Lead, and various metals.

Table with 4 columns: Contaminant, Location, Date of Assessment, and Maximum Depth (ft). Rows include Lead, Cadmium, and various metals.



THE AREAS AND TYPES OF CONTAMINATION IDENTIFIED ARE AVAILABLE INFORMATION AT THE TIME OF FILING.

OWNER:
409 WEST MARTIN LANDLORD, LLC
409 WEST MARTIN STREET
RALEIGH, NC 27603-1819

For the purposes of NCELS & 1304-3025
Title & Condominium Survey Services
Division of State Management
State of North Carolina

OWNER:
409 WEST MARTIN LANDLORD, LLC
409 WEST MARTIN STREET
RALEIGH, NC 27603-1819

RECORDED IN MAP BOOK PAGE WAKE COUNTY.

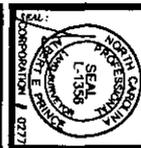


LAND USE RESTRICTIONS
1. The use of any portion of the Brownfields Property shall be limited to...
2. The use of any portion of the Brownfields Property shall be limited to...
3. The use of any portion of the Brownfields Property shall be limited to...

AL PRINCE & ASSOCIATES, P.A.
ENGINEERS-SURVEYORS-PLANNERS
975 WALNUT STREET, SUITE 233
CARY, NORTH CAROLINA - 27511
PHONE (919) 467-3545 FAX (919) 467-8607

SHEET 1 OF 1
TITLE: SURVEY PLAT
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY
409 WEST MARTIN LANDLORD, LLC - OWNER
CONTEMPORARY ART MUSEUM - PROSPECTIVE DEVELOPER
ADDRESS = 409 WEST MARTIN STREET
PINK 1703570886
RALEIGH T.S. - WAKE COUNTY, NORTH CAROLINA

DATE: 2-4-2011
SCALE: 1"=50'
DRAWN BY: AEP
CHECKED BY: AL PRINCE
FILE NAME: ART BROWNS
DATE: REVISIONS: BY



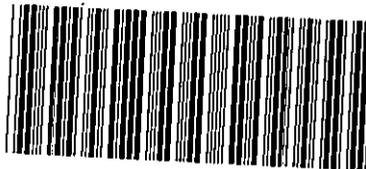
This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development restrictions.

EXHIBIT "C" to CAM Notice of BF Property

409 West Martin Street, Raleigh, North Carolina - Legal Description

Lying and being situate in Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being S 73°36'59" W 1548.52' from N.C. Grid Monument "HARSAL" having NAD83 coordinates N=738,367.47' and S=2,106,697.53' and being the Southwest corner of the intersection of West Martin and South Harrington Streets; thence with the Western Right-of-Way of South Harrington Street S 02°14'26" W 84.20' to a point; thence with the centerline of a party wall N 87°38'28" W 63.80' to a point; thence S 02°14'23" W 47.80' to a point; thence N 87°48'22" W 146.20' to a point; thence with the Eastern Right-of-Way of South West Street N 02°14'26" E 132.00' to a point; thence with the Southern Right-of-Way of West Martin Street S 87°45'34" E 210.00' to the point and place of beginning containing 0.566 Acre (24,656 sq. ft.) according to a survey by Al Prince & Associates, P.A. dated June 10th, 2010.



BOOK:014333 PAGE:00217 - 00253

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ 37 # of Pages *g*