

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Shops on Innes
Brownfields Project Number: 20029-16-080**

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("NCGS") § 130A-310.30 through 130A-310.40, provides for the safe redevelopment of properties that may have been or were contaminated by past industrial and commercial activities. One of the Act's requirements is this Notice of Intent to Redevelop a Brownfields Property approved by the North Carolina Department of Environmental Quality ("DEQ"). See NCGS § 130A-310.34(a). The Notice of Intent must provide, to the extent known, a legal description of the location of the brownfields property, a map showing the location of the Brownfields Property, a description of the contaminants involved and their concentrations in the media of the Brownfields Property, a description of the intended future use of the Brownfields Property, any proposed investigation and remediation, and a proposed Notice of Brownfields Property prepared in accordance with NCGS § 130A-310.35. The party ("Prospective Developer") who desires to enter into a Brownfields Agreement with DEQ must provide a copy of this Notice to all local governments having jurisdiction over the Brownfields Property. The proposed Notice of Brownfields Property for a particular brownfields project is attached hereto; the proposed Brownfields Agreement, which is attached to the proposed Notice of Brownfields Property as Exhibit A, contains the other required elements of this Notice. Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date the required summary of this Notice is (1) published in a newspaper of general circulation serving the area in which the Brownfields Property is located, (2) conspicuously posted at the Brownfields Property, and (3) mailed or delivered to each owner of property contiguous to the Brownfields Property. Written requests for a public meeting may be submitted to DEQ within 21 days after the period for written public comments begins. Those periods will start no sooner than May 2, 2017, and will end on the later of: a) 30 and 21 days, respectively, after that; or b) 30 and 21 days, respectively, after completion of the latest of the three (3) above-referenced dates. All comments and meeting requests should be addressed as follows:

**Mr. Bruce Nicholson
Brownfields Program Manager
Division of Waste Management
NC Department of Environmental Quality
1646 Mail Service Center
Raleigh, North Carolina 27699-1646**

Property Owner: CENTERLANE INNES STREET, LLC
Recorded in Book ____, **Page** ____
Associated plat recorded in Plat Book ____, **Page** ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Shoppes on Innes
Brownfields Project Number: 20029-16-080

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 201__ by Centerlane Innes Street, LLC (“Prospective Developer”).

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environmental Quality (“DEQ”) 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 (“NCGS”), § 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 (“Brownfields Property”) being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (“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 DEQ’s approval of the Notice or Prospective Developer’s entry into the Brownfields Agreement required by the Act, whichever is later. The copy of the Notice certified by DEQ 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 the Prospective Developer’s name.

The Brownfields Property consists of two parcels totaling 3.44 acres located at 1517, 1539, and 1541 East Innes Street, Salisbury, Rowan County (Rowan County Tax Parcel Identification Numbers 070-002 and 070-118). The Brownfields Property was previously occupied by an automotive dealership followed by a restaurant within a building on the northern portion of the property that was demolished in early 2017. A dentist office is present in the southern portion of the Brownfields Property. The proposed use of the Brownfields Property is for retail, restaurant, office, parking, health-related professional office, and subject to DEQ’s prior written approval,

other commercial uses.

The Brownfields Agreement between Prospective Developer and DEQ 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 Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Property's regulated substances and contaminants.

Attached as **Exhibit B** to this Notice is a reduction, to 8 1/2" x 11", of the survey plat component of this Notice. This plat shows areas designated by DEQ, has been prepared and certified by a professional land surveyor, meets the requirements of NCGS § 47-30, 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.

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 DEQ (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 DEQ 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 retail, restaurant, office, parking, health-related professional offices, and with prior written DEQ approval, other commercial uses. For purposes of this restriction, the following definitions apply:

- a. Office is defined as the provision of business or professional services;
- b. Parking is defined as the temporary accommodation of motor vehicles in an area designed for the same;
- c. Commercial is defined as an enterprise carried on for profit or for a non-profit by the owner, lessee or licensee;
- d. Restaurant is defined as a commercial business establishment that prepares and serves food and/or beverages to patrons;
- e. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service and the sales of food and beverage

(including alcoholic beverage) products; and

f. Health-related professional offices refer to the location where medical or other health-related trained professional personnel provide medical or other health-related services to patients.

2. The Brownfields Property may not be used for child care centers or adult care centers or schools without the prior written approval of DEQ.

3. Unless compliance with this Land Use Restriction is waived in writing by DEQ in advance in regard to particular activity, no activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property 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 Land Use Restriction 1 above while fully protecting public health and the environment. Prior sampling and analysis of groundwater to the written satisfaction of DEQ in any areas proposed for such activities, and submittal of the analytical results to DEQ is required. If such results reflect contaminant concentrations that exceed the standards and screening levels applicable to the uses authorized for the Brownfields Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DEQ imposes. Activities 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 Land Use Restriction 1 above while fully protecting public health and the environment.

4. No activity that disturbs soil on the Brownfields Property, 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 Land Use Restriction 1 above while fully protecting public health and the environment, except:

a. in connection with landscape planting to depths not exceeding 24”;

b. mowing and pruning of above-ground vegetation;

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; and

d. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in Land Use Restriction 10 below.

5. No occupancy of the Brownfields Property for the uses defined in Land Use Restriction 1 may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of any area of the Brownfields Property on the plat component of this notice that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways, pursuant to a plan approved in writing by DEQ.

6. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ’s satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in Land Use Restriction 10.

7. No enclosed building may be constructed on the Brownfields Property unless and 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.

8. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of this Notice shall be 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.

9. No occupancy of the Brownfields Property for the uses defined in Land Use Restriction 1 may occur until a work plan for the installation and sampling of a soil gas monitoring point is approved by DEQ. The work plan will include, at a minimum, details on schedule and methodology for installation and sampling of a permanent soil gas monitoring point to be placed at a location upgradient of the planned building to be constructed in Phase I on the Brownfields Property. The soil gas monitoring point will be sampled for tetrachloroethylene and degradation products (trichloroethylene, 1,1-dichloroethylene, and vinyl chloride) within one month after monitoring point installation and then annually. At the completion of the third annual sampling event, a request to terminate future annual sampling may be submitted to DEQ that includes the public health rationale for such termination. Should the data collected from this soil gas point indicate exposures at the Brownfields Property that raise the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement, DEQ may require that the then owner(s) re-evaluate that risk for areas potentially subject to said risk and conduct any actions DEQ deems necessary to reduce said risk to make the Brownfields Property suitable for the uses authorized in Land Use Restriction 1 while fully protecting public health and the environment.

10. 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 as DEQ deems necessary) 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 Exhibit 2 and any contamination discovered during the additional assessment required by Land Use Restriction 15;
- 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.

11. As part of the Land Use Restriction Update described below in Land Use Restriction 17 for each year following 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, except with prior DEQ approval otherwise), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last LURU with a summary and drawings, that describes:

- a. actions taken on the Brownfields Property in accordance with Section V of this Agreement: Work to be Performed;
- 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).

12. 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.

13. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions) in Exhibit A, though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying an interest may use the following mechanisms to comply with the obligations of this Land Use Restriction, subject to terms and conditions that DEQ may establish: (a) if every lease or rider is identical in form, Prospective Developer may provide DEQ with a copy of a form lease or rider evidencing compliance with

this Land Use Restriction, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notices and Submissions) in Exhibit A; or (b) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV of this Agreement.

14. 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 as set forth in N.C.G.S. § 130A-310.33(c)(2), 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. as fuels or other fluids customarily used in vehicles, landscaping equipment and emergency generators; and
- c. as constituents of products and materials customarily used and stored in high-density residential, retail, restaurant, related office and parking uses and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

15. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall abandon monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

16. 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.

17. 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 DEQ, and to the chief public health and environmental officials of Rowan County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:

- a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner or board, association or approved entity submitting the LURU if said owner or each of the owners on whose behalf the joint LURU is submitted 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 or each of the owners on whose behalf the joint LURU is submitted transferred any part of the Brownfields Property during the previous calendar year;
- c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use

Restriction 7 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.

d. the data acquired from annual soil vapor sampling upgradient of the planned building in Phase I of the development referenced in Land Use Restriction 9 above for a minimum of three years following execution of this Agreement, or until the buildings are demolished, whichever is sooner.

18. A joint LURU may be submitted for multiple owners by a duly constituted board or association, and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

19. LURUs submitted for any portion of the Brownfields Property that contains rental units shall include a list of the tenants and their addresses,

20. A LURU submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 15.h. and 22 of this agreement, provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ 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 DEQ 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 DEQ (or its successor in function), or his/her delegate, shall be subject to enforcement by DEQ 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 _____ day of _____, 201__.

Centerlane Innes Street, LLC

By: _____
Alexander G. Kelly
Authorized Representative

NORTH CAROLINA
_____ 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: _____.

Date: _____

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

APPROVAL AND CERTIFICATION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY

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

North Carolina Department of Environmental Quality

By: _____ Date _____
Michael E. Scott
Director, Division of Waste Management

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Centerlane Innes Street, LLC

| | | |
|---|---|------------------------------------|
| UNDER THE AUTHORITY OF THE |) | BROWNFIELDS AGREEMENT re: |
| BROWNFIELDS PROPERTY REUSE ACT |) | Shoppes on Innes |
| OF 1997, NCGS § 130A-310.30, <u>et seq.</u> |) | 1517, 1539, 1541 East Innes Street |
| Brownfields Project #20029-16-080 |) | Salisbury, Rowan County |

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and Prospective Developer Centerlane Innes Street, LLC (“Centerlane”) (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”) for the property located at 1517, 1539, and 1541 East Innes Street, Salisbury, Rowan County (the “Brownfields Property”). A map showing the location of the Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

Centerlane is a North Carolina limited liability company that was formed on August 26, 2016. Its registered agent is Gregory J. Blinn. Its registered office and mailing address is 2820 Selwyn Avenue, Suite 500, Charlotte, NC 28209. The Brownfields Property that is the subject of this Agreement consists of two parcels of land that total approximately 3.44 acres and is the site of a dentist office in the southern portion and previously contained a vacant commercial

building in the northern portion that was demolished in January 2017. The Brownfields Property address includes 1517, 1539, and 1541 East Innes Street, Salisbury, Rowan County (Rowan County Tax Parcel Identification Numbers 070-002 and 070-118). Redevelopment plans for the Brownfields Property include retail, restaurant, office, parking, health-related professional offices, and with prior written DEQ approval, other commercial uses. The Brownfields Property is surrounded by land used for commercial purposes. Groundwater on the Brownfields Property is believed to be contaminated due to migration of impacts from off-site sources.

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 (DEQ's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of Centerlane for contaminants at the Brownfields Property.

The Parties agree that Centerlane's entry into this Agreement, and the actions undertaken by Centerlane in accordance with the Agreement, do not constitute an admission of any liability by Centerlane for contaminants at the Brownfields Property.

The resolution of this potential liability, in exchange for the benefit Centerlane shall provide to DEQ, 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 NCGS § 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Brownfields Property" shall mean the property which is the subject of this

Agreement, and which is depicted in Exhibit 1 to the Agreement.

2. "Prospective Developer" shall mean Centerlane Innes Street, LLC.

III. STATEMENT OF FACTS

3. The Brownfields Property comprises approximately 3.44 acres. Prospective Developer has committed itself to redevelopment for no uses other than retail, restaurant, office parking, health-related professional offices, and, with prior written DEQ approval, other commercial uses.

4. The Brownfields Property is bordered to the north, east, south and west by commercial properties.

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

| <i>Title</i> | <i>Prepared by</i> | <i>Date of Report</i> |
|--|--|-----------------------|
| Phase I Environmental Site Assessment | SUMMIT Engineering, Laboratory & Testing, Inc. | December 12, 2015 |
| Limited Phase II Environmental Site Assessment | SUMMIT Engineering, Laboratory & Testing, Inc. | February 3, 2016 |
| Phase II Environmental Site Assessment, Revision I | Cardno, Inc. | January 6, 2017 |
| Brownfields Receptor Survey | SUMMIT Engineering, Laboratory & Testing, Inc. | March 3, 2017 |

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

a. The Brownfields Property was vacant and agricultural land from at least 1936 until the late 1940s, when a drive-in theater screen was constructed in the southern portion of Parcel 070-002. The drive-in theater was demolished in the late 1960s or early 1970s.

b. Parcel 070-002 was further developed with an automobile dealership and repair facility in 1956, identified as Fowler Motors. After the dealership was closed in 1999, the eastern portion of the former automotive dealership building was leased as a restaurant and nightclub until 2016. The former automotive dealership building was demolished in January 2017.

c. Parcel 070-118 was developed with the current medical office in 1959 and has also operated as an insurance agency and dentist's office since that time. The southern portion of the parcel has been vacant land or a parking lot since at least 1936.

d. Prospective Developer purchased Parcel 070-002 from Dimitrios and Ruth Kotsalis on November 29, 2016.

e. Prospective Developer purchased Parcel 070-118 from David and Jewell Mayberry on November 29, 2016.

7. Pertinent environmental information regarding the Brownfields Property and surrounding area includes the following:

a. A 1,000-gallon gasoline underground storage tank (UST) was reportedly installed on the northern portion (Parcel 070-002) of the Brownfields Property in 1971 and was subsequently removed in 1979; however, no UST closure records or location of the former UST have been identified. During Site grading and building demolition, no evidence of a former UST basin was identified on Parcel 070-002.

b. A drycleaner, located at 124 North Avalon Drive (Avalon Cleaners) and that utilized solvent-containing chemicals, previously operated approximately 600 feet south and topographically upgradient of the Brownfields Property. Groundwater known to contain

chlorinated solvent contamination has been documented at the former Avalon Cleaners facility and that facility is enrolled in the DEQ Dry-Cleaning Solvent Cleanup Act (DSCA) program (program identification number DSCA 080-0002). Additionally, another drycleaner, located at 255 Faith Road (Bells 60 Minute Cleaners), reportedly operated between approximately 2010 and 2012. This drycleaner was located approximately 100 ft west and topographically cross- to upgradient of the Brownfields Property. A release has not been reported at the former Bells 60 Minute Cleaners facility and the former use of drycleaner solvents is unknown.

c. One steel aboveground storage tank (AST) was previously located along the northern boundary of the Brownfields Property. The tank had no reported use and was removed as scrap prior to building demolition. No staining or evidence of a release was observed in the vicinity of the AST.

d. In February 2016, Summit Engineering, Laboratory & Testing, Inc. (Summit) conducted a Limited Phase II Environmental Site Assessment (ESA), which included the collection of two groundwater samples to investigate potential impacts associated with the Brownfields Property's former use as an auto repair facility and associated underground storage tank system that was removed in 1979. The results of the Limited Phase II ESA identified groundwater impacts of tetrachloroethylene (PCE) in one temporary monitoring well located south of the former automotive dealership building.

e. In November 2016, at the request of the NC Brownfields Program, Cardno, Inc. (Cardno) conducted assessment activities at the Brownfields Property in accordance with an approved Site-Specific Quality Assurance Project Plan (SSQAPP) dated October 14, 2016. The Brownfields assessment activities included soil and groundwater sampling to further evaluate

potential impacts associated with historical uses of the Brownfields Property and the potential for off-site migration of impacts onto the Brownfields Property. In particular, soil samples were taken in the locations of six former hydraulic lifts, a former wash pad, and a UST that was discovered on the south side of the former automotive dealership building during the November 2016 assessment activities. Soil impacts above Commercial/Industrial Preliminary Soil Remediation Goals (PSRGs) were not identified during the assessment activities. Four temporary groundwater monitoring wells were installed and sampled in the southwestern portion of the Brownfields Property and in the vicinity of the former automotive dealership building. Additional groundwater impacts of PCE were documented in the central portion of the Brownfields Property and significantly higher concentrations of PCE were documented on the southern, upgradient, portion of the Brownfields Property. These PCE detections are likely migrating from an off-site source.

f. The former automotive dealership building was demolished in January 2017. Following demolition, site grading activities began in accordance with the Environmental Management Plan (EMP) approved by DEQ.

g. The UST that was identified during the November 2016 Brownfields assessment activities was further investigated and is believed to be a heating oil UST. The UST and lifts within the former automotive dealership building were removed in February 2017 during grading activities and two confirmation soil samples were collected beneath the base of the UST. Soil impacts were not detected above NCDEQ Commercial/Industrial PSRGs.

h. A well receptor survey was completed in March 2017 that did not identify public or private water supply wells within 1,500 feet of the Brownfields Property.

8. The most recent environmental sampling at the Brownfields Property reported in the Environmental Reports occurred in November 2016. The tables set forth in Exhibit 2 to this Agreement present contaminants present at the Brownfields Property above applicable standards or screening levels for each media sampled. Groundwater is impacted with tetrachloroethylene above NC Groundwater Quality Standards (15A NCAC 02L .0202) and Vapor Intrusion Screening Criteria. Soil impacts have not been identified on the Brownfields Property above DEQ Industrial/Commercial PSRGs.

9. For purposes of this Agreement DEQ relies on Prospective Developer's representations that Prospective Developer's involvement with the Brownfields Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated April 5, 2016 (and a revised BPA dated August 31, 2016), purchasing the Brownfields Property on November 29, 2016, demolishing the former automotive dealership building and beginning redevelopment activities in accordance with a DEQ-approved EMP in January and February 2017.

10. Prospective Developer has provided DEQ with information, or sworn certifications regarding that information on which DEQ 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 NCGS § 130A-310.32(a)(1);

b. As a result of the implementation of this Agreement, the Brownfields 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 Brownfields 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 Brownfields Property; and

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

11. The Parties agree that a \$30,000 "Redevelopment Now" fee Prospective Developer has paid suffices as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields 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 Brownfields Property proposed herein would provide the following public benefits:

a. a return to productive use of the Brownfields Property and elimination of the drawbacks of unoccupied and underutilized property;

b. spur to additional community investment and development in the area resulting

in further tax base and employment opportunities;

c. the creation of jobs related to construction during redevelopment, as well as jobs related to the operations on the redeveloped Property;

d. tax base improvement with regard to real property and business activity in the surrounding area, including both increased property tax bases and taxes associated with increased economic activity;

e. additional retail, office and restaurant space for the area;

f. aesthetic enhancements; and

g. “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. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Brownfields Property, using the nine (9) areas incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design certification program (Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, Indoor Environmental Quality, Locations & Linkages, Awareness & Education, Innovation in Design and Regional Priority), or a similar program.

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 (DEQ’s Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than

remediation that may be required pursuant to a DEQ-approved Environmental Management Plan (“EMP”) or Living Environmental Management Plan (LEMP) required by this Section.

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 Brownfields 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 DEQ shall be understood to include any successor in function.

a. No use may be made of the Brownfields Property other than for retail, restaurant, office, parking, health-related professional offices, and with prior written DEQ approval, other commercial uses. For purposes of this restriction, the following definitions apply:

- i. Office is defined as the provision of business or professional services;
- ii. Parking is defined as the temporary accommodation of motor vehicles in an area designed for the same;
- iii. Commercial is defined as an enterprise carried on for profit or for a non-profit by the owner, lessee or licensee;
- iv. Restaurant is defined as a commercial business establishment that prepares and serves food and/or beverages to patrons;
- v. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service and the sales of food and beverage (including alcoholic beverage) products; and

vi. Health-related professional offices refer to the location where medical or other health-related trained professional personnel provide medical or other health-related services to patients.

b. The Brownfields Property may not be used for child care centers or adult care centers or schools without the prior written approval of DEQ.

c. Unless compliance with this Land Use Restriction is waived in writing by DEQ in advance in regard to particular activity, no activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property 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 subparagraph 15.a above while fully protecting public health and the environment. Prior sampling and analysis of groundwater to the written satisfaction of DEQ in any areas proposed for such activities, and submittal of the analytical results to DEQ is required. If such results reflect contaminant concentrations that exceed the standards and screening levels applicable to the uses authorized for the Brownfields Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DEQ imposes. Activities 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 subparagraph 15.a above while fully protecting public health and the environment.

d. No activity that disturbs soil on the Brownfields Property, 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 subparagraph 15.a above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 24”;

ii. mowing and pruning of above-ground vegetation;

iii. 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; and

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 15.j.

e. No occupancy of the Brownfields Property for the uses defined in paragraph 15.a may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of any area of the Brownfields Property on the plat component of the Notice of Brownfields Property that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways, pursuant to a plan approved in writing by DEQ.

f. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ’s satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in Paragraph 15.j.

g. No enclosed building may be constructed on the Brownfields Property unless and until DEQ determines in writing that:

i. 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

ii. 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

iii. 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.

h. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 20 below shall be 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.

i. No occupancy of the Brownfields Property for the uses defined in paragraph

15.a. may occur until a work plan for the installation and sampling of a soil gas monitoring point is approved by DEQ. The work plan will include, at a minimum, details on schedule and methodology for installation and sampling of a permanent soil gas monitoring point to be placed at a location upgradient of the planned building to be constructed in Phase I on the Brownfields Property. The soil gas monitoring point will be sampled for tetrachloroethylene and degradation products (trichloroethylene, 1,1-dichloroethylene, and vinyl chloride) within one month after monitoring point installation and then annually. At the completion of the third annual sampling event, a request to terminate future annual sampling may be submitted to DEQ that includes the public health rationale for such termination. Should the data collected from this soil gas point indicate exposures at the Brownfields Property that raise the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement, DEQ may require that the then owner(s) re-evaluate that risk for areas potentially subject to said risk and conduct any actions DEQ deems necessary to reduce said risk to make the Brownfields Property suitable for the uses authorized in paragraph 15.a while fully protecting public health and the environment.

j. 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 as DEQ deems necessary) 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:

- i. soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;
- ii. issues related to potential sources of contamination referenced in Exhibit 2 and any contamination discovered during the additional assessment required by paragraph 15;
- iii. 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
- iv. plans for the proper characterization of, and, as necessary, disposal of contaminated soils excavated during redevelopment.

k. As part of the Land Use Restriction Update described below in paragraph 15.q. for each year following 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, except with prior DEQ approval otherwise), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last LURU with a summary and drawings, that describes:

- i. actions taken on the Brownfields Property in accordance with this Section V: Work to be Performed;

- ii. soil grading and cut and fill actions;

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

iv. 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

v. 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).

1. 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.

m. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan 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 and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying an interest may use the following mechanisms to comply with the obligations of this paragraph, subject to terms and conditions that DEQ may establish: (a) if

every lease or rider is identical in form, Prospective Developer may provide DEQ with a copy 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 (Notices and Submissions); or (b) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

n. 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 as set forth in N.C.G.S. § 130A-310.33(c)(2), 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:

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

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

iii. as constituents of products and materials customarily used and stored in high-density residential, retail, restaurant, related office and parking uses and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

o. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall abandon monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the

Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

p. 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.

q. 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 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 Rowan County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner or board, association or approved entity submitting the LURU if said owner or each of the owners on whose behalf the joint LURU is submitted acquired any part of the Brownfields 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 or each of the owners on whose behalf the joint LURU is submitted transferred any part of the Brownfields Property during the previous calendar year;

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

iv. the data acquired from annual soil vapor sampling upgradient of the planned building in Phase I of the development referenced in paragraph 15.i above for a minimum of three years following execution of this Agreement, or until the buildings are demolished, whichever is sooner.

r. A joint LURU may be submitted for multiple owners by a duly constituted board or association, and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

s. LURUs submitted for any portion of the Brownfields Property that contains rental units shall include a list of the tenants and their addresses,

t. A LURU submitted for rental units shall include the rent roll and enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 15.m. and 22 of this agreement, provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

16. The desired result of the above-referenced land use restrictions is to make the Brownfields 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 DEQ's Superfund Section and the Division of Waste Management Vapor Intrusion Guidance, as embodied in their most current version.

18. The consequence of achieving the desired results will be that the Brownfields 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 Brownfields Property pursuant to subparagraph 15.m. above, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ 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 Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective

Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ 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. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property for the Brownfields 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 Brownfields Property. Pursuant to NCGS § 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 Rowan County, North Carolina, Register of Deeds' Office. Within three (3) days thereafter, Prospective Developer shall furnish DEQ 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 Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan 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 and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the

North Carolina Public Records Law. 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 (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

22. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within seven days of the effective date of this Agreement.

VII. DUE CARE/COOPERATION

23. The Prospective Developer shall exercise due care at the Brownfields Property with respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields Property by DEQ and further agrees not to interfere with any such assessment or 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 Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law and shall immediately notify the DEQ Official referenced in paragraph 35.a below of

any such required notification.

VIII. CERTIFICATION

24. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in the Brownfields Property Application dated April 5, 2016 (as amended on August 31, 2016) by which it applied for this Agreement. That use is retail, restaurant, office, parking, health-related professional office uses and, with prior written DEQ approval, other commercial uses.

Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ 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 Brownfields Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Brownfields Property.

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

25. Unless any of the following apply, Prospective Developer shall not be liable to DEQ, and DEQ covenants not to sue Prospective Developer, for remediation of the Brownfields Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Brownfields 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 Brownfields 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 NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields 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 Brownfields Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Brownfields 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 Brownfields 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 Brownfields Property or (ii) the failure of remediation to

mitigate risks to the extent required to make the Brownfields Property fully protective of public health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields 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 NCGS § 130A-310.35.

26. Except as may be provided herein, DEQ reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act.

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, NCGS § 113A-1, et seq.

28. Consistent with NCGS § 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 NCGS § 130A-310.33, including future owners of the Brownfields 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 DEQ's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of

action against DEQ, 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 DEQ, 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. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in N.C.G.S. 130A-310.32(a)(2). However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

32. Except for the land use restrictions set forth in paragraph 15 above and NCGS § 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 DEQ all business

and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ 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 DEQ to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

35. Unless otherwise required by DEQ 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 DEQ:

Jordan Thompson (or successor in function)
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

Alexander G. Kelly
Centerlane Innes Street, LLC
2820 Selwyn Avenue, Suite 500
Charlotte, NC 28209

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 the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in N.C.G.S. § 130A-310.35(b). If the Agreement is not signed by

Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and invalidate its signature on this Agreement.

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 NCGS § 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 DEQ or any other person in relation to the Brownfields 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 DEQ 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 DEQ in writing within 10 days of receiving said suit or claim.

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 of the following public notice tasks occurs: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Brownfields Property is located, conspicuous posting of a copy of said summary at the Brownfields Property, and mailing or delivery of a copy of the summary to each owner of property contiguous to the Brownfields Property. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ 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 ENVIRONMENTAL QUALITY
By:

Michael E. Scott
Director, Division of Waste Management

Date

IT IS SO AGREED:
Centerlane Innes Street, LLC
By:

Alexander G. Kelly
Manager

Date

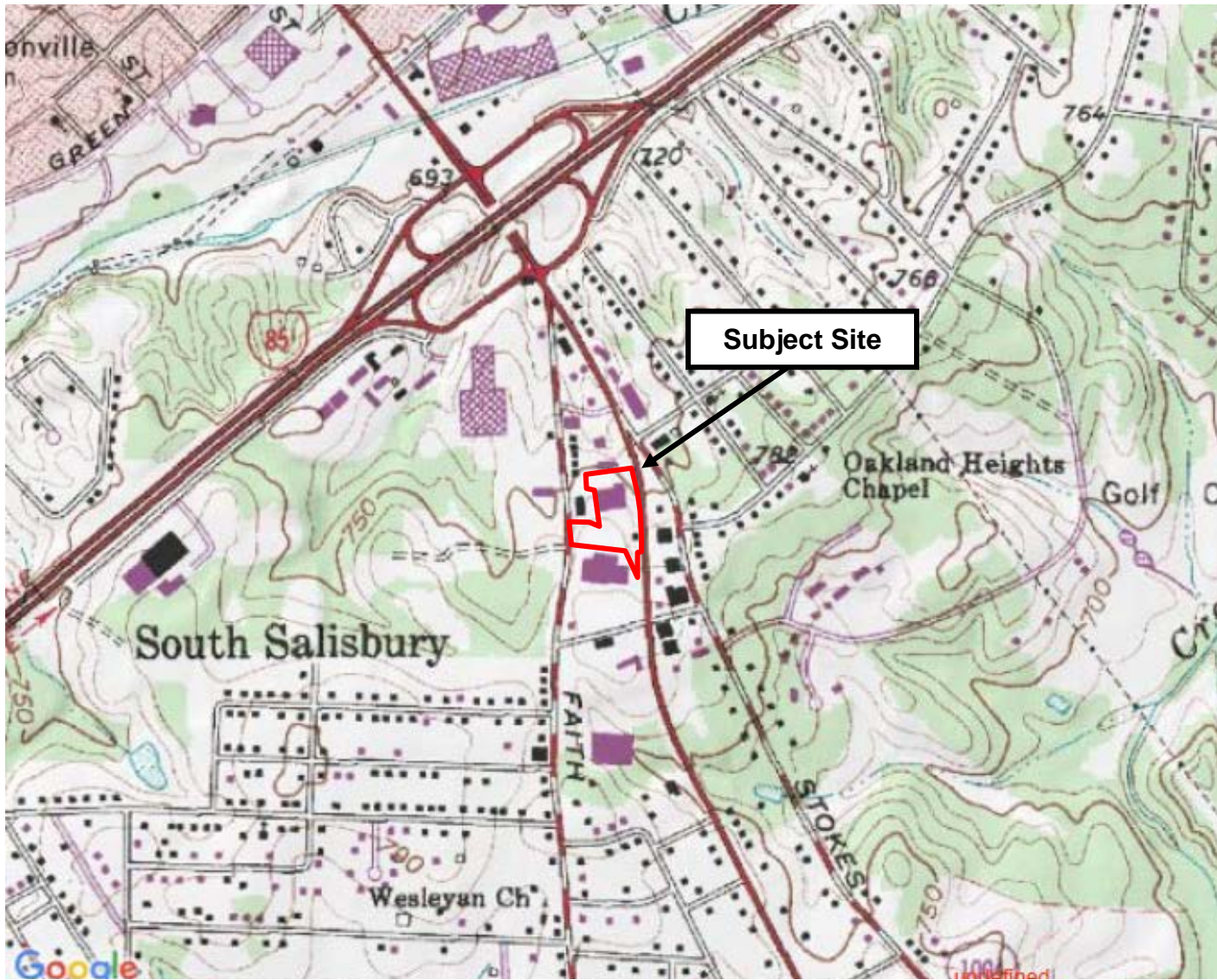


Exhibit 1

USGS Topographic Map

E Innes Street

Salisbury, NC



SUMMIT ELT, Inc.

Project: 3509.05

Exhibit 2

The most recent environmental sampling at the Property reported in the Environmental Reports occurred on November 16, 2016. The following tables set forth, for contaminants present at the Property above unrestricted use standards or screening levels, the concentration found at each sample location, and the applicable standard or screening level. Screening levels and groundwater standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

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):

| Groundwater Contaminant | Sample Location | Date of Sampling | Concentration Exceeding Standard (µg/L) | Standard (µg/L) |
|-------------------------|-----------------|------------------|---|-----------------|
| Tetrachloroethylene | TMW-3 | 1/20/2016 | 16 | 0.7 |
| | CIS-1-MW | 11/16/2016 | 3.3 | |
| | CIS-2-MW | 11/16/2016 | 49 | |
| | CIS-3-MW | 11/16/2016 | 3.8 | |
| | CIS-4-NCW | 11/16/2016 | 590 | |
| | CIS-4-MWD | 11/16/2016 | 520 | |

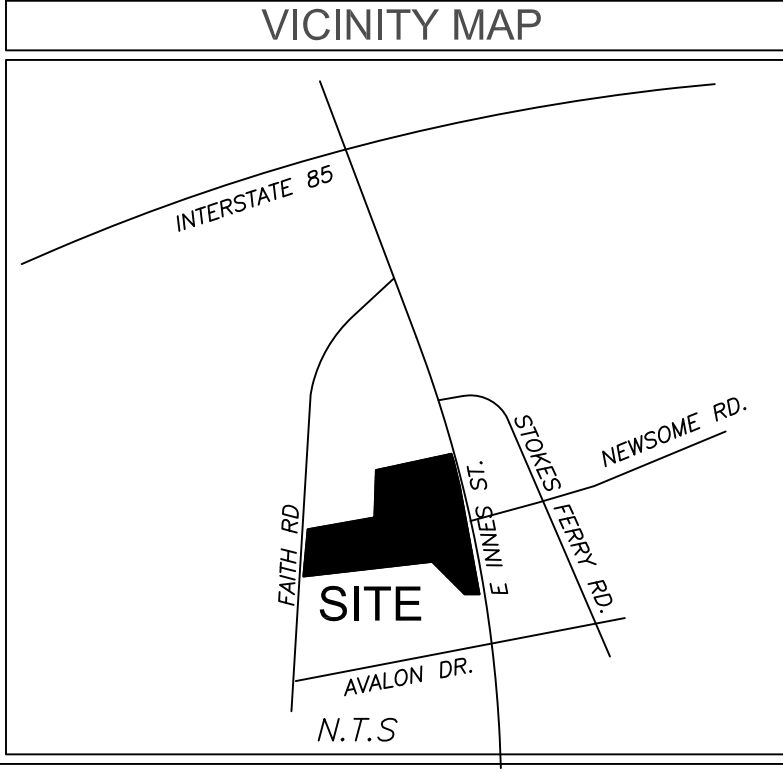
GROUNDWATER VAPOR INTRUSION RISK

Groundwater contaminants with potential for vapor intrusion (VI) in micrograms per liter (the equivalent of parts per billion), the vapor intrusion screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management October 2016 version):

| Groundwater Contaminant with Potential for Vapor Intrusion | Sample Location | Date of Sampling | Concentration Exceeding Screening Level (µg/L) | Non-Residential VI Screening Level ¹ (µg/L) |
|--|-----------------|------------------|--|--|
| Tetrachloroethylene | CIS-2-MW | 11/16/2016 | 49 | 48.4 |
| | CIS-4-NCW | 11/16/2016 | 590 | |
| | CIS-4-MWD | 11/16/2016 | 520 | |

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-5 lifetime incremental cancer risk.

² NS – Screening level or regulatory not established.



GENERAL NOTES

Subject Property is not located in 100 yr Flood Plain (Zone X) according to Federal Emergency Management Agency, Flood Insurance Rate Map 371056690J with an effective date of June 16, 2009.

Horizontal rotation and Elevations based on GPS Observation using COA Stations "MOOREVILLE COAS ARP", "SALISBURY COAS ARP", and "NCCO CONCORD COAS ARP". Vertical Datum NAVD 88. (Computed using Geoid12B) (SPC 3200 NC Combined scale factor: 0.99986577) Horizontal Datum NAD 83 (2011). The GPS survey was performed to provide local horizontal or vertical Grid control on a parcel of land where the boundary or topography of that parcel will be shown relative to NC Grid horizontal or vertical datum shall be performed using techniques that will provide the standards of accuracy for the class of survey being performed while determining the horizontal or vertical positions of objects as set out in Rule .1603 or Rule .1606 as applicable.

Zoned CMX
Setbacks
Front: 35'
Side: 0 to 4'
Rear: 0 to 4'
Setbacks need to be verified by Site Engineer

A Topcon Hiper RTK GPS unit was used to collect boundary control. A Topcon 802A was used to collect boundary data from set control. Boundary control points were collected and collected on two separate days. The positional tolerance was within 0.07" and was not adjusted. Areas calculated by coordinate method.

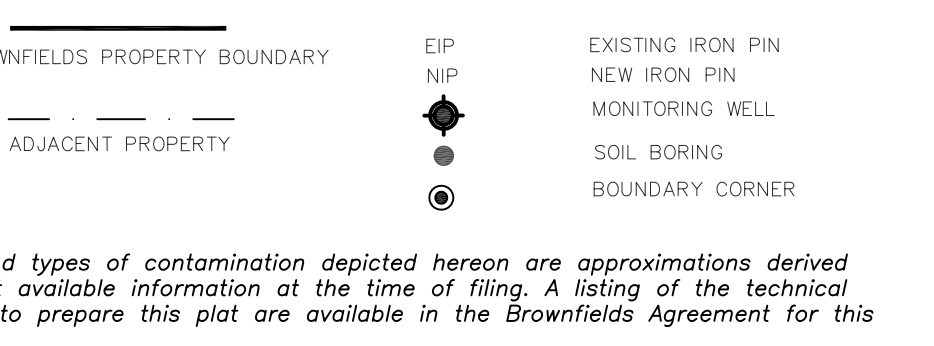
Zoning and Setbacks need to be verified by Site Engineer.
I, Michael S. Perdue certify that this plat was drawn under my supervision from an actual survey made under my supervision property as shown in (DB: 722, PG. 683, DB: 886, PG. 510, DB: 1117 PG. 358); that the ratio of precision as calculated 1:20,000 +/- and was not adjusted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration # and seal this 3th day of October 2015.

That this survey is of an existing parcel of land, existing structures and buildings and does not create a new street or change existing streets.

SURVEY REFERENCE:
DB: 722, PG. 683, DB: 886, PG. 510, DB: 1117 PG. 358
PB: 995, PG. 5135

TAX PARCELS
PIN# 070-002, PIN#070-118 & PIN#070-00301

LEGEND



The areas and types of contamination depicted hereon are approximations derived from the best available information at the time of filing. A listing of the technical reports used to prepare this plat are available in the Brownfields Agreement for this property.

_____ 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

EXHIBIT B to the Notice of Brownfields Property

SURVEY PLAT

(OWNER & PROSPECTIVE DEVELOPER:)
Centerlane Innes Street, LLC
BROWNFIELDS PROJECT # 20029-16-080
BROWNFIELDS PROJECT NAME: SHOPS ON INNES
PIN# 070-002 & 070-118
1517 & 1539 E INNES ST

CITY: SALISBURY COUNTY: ROWAN STATE: NORTH CAROLINA

DATE: 1/4/17 SCALE: 1:40

FIELD WORK: MSP DRAWN BY: MSP REVIEWED BY: MSP

MSP FILE: SALISTOPO MSP JOB#: 15960

LAND USE RESTRICTIONS

NGCS 130A-310.35(a) requires recording 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 two components of the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the Rowan County Register of Deeds office. The other component of the Notice is a document, to which the Brownfields Agreement for the subject property is attached as Exhibit A to a reduced version of this survey plat contained in Exhibit B to that document. The following Land Use Restrictions 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 NGCS § 130A-310.35(a).

- No use may be made of the Brownfields Property other than for retail, restaurant, office, parking, health-related professional offices, and with prior written DEQ approval, other commercial uses. The following restrictions apply:
 - Office is defined as the provision of business or professional services;
 - Parking is defined as the temporary accommodation of motor vehicles in an area designed for the same;
 - Commercial is defined as an enterprise carried on for profit or a non-profit by the owner, lessee or licensee;
 - Restaurant is defined as a commercial business establishment that prepares and serves food and/or beverages to patrons;
 - Retail is defined as the sale of goods or merchandise directly to the consumer or business and includes showrooms, personal service and the sales of food and beverage (including alcoholic beverage) products; and
 - Health-related professional offices refer to the location where medical or other health-related trained professional personnel provide medical or other health-related services to patients.
- The Brownfields Property may not be used for child care centers or adult care centers or schools without the prior written approval of DEQ.
- Unless compliance with this Land Use Restriction is waived in writing by DEQ in advance in regard to particular activity, no activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property until DEQ issues a written approval 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 Land Use Restriction 1 above while fully protecting public health and the environment. Prior sampling and analysis of groundwater by DEQ in any areas proposed for such activities, and submission of the analytical results to DEQ is required. If such results reflect contaminant concentrations that exceed the standards and screening levels applicable to the uses authorized for the Brownfields Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DEQ imposes. Activities 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 Land Use Restriction 1 above while fully protecting public health and the environment.
- No activity that disturbs soil on the Brownfields Property, may occur unless and until DEQ issues a written approval 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 Land Use Restriction 1 above while fully protecting public health and the environment, except:
 - In connection with landscape planting to depths not exceeding 24";
 - Mowing and grading of above-ground surfaces;
 - For repair of underground infrastructure, provided that DEQ shall be given written notice of at least seven days in advance of a scheduled repair (if only by email) of any utility, or in emergency circumstances that occur within the next business day, and any remedial measures required by DEQ shall be taken; and
 - In connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in Land Use Restriction 10 below.
- No occupancy of the Brownfields Property for the uses defined in Land Use Restriction 1 may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of any area of the Brownfields Property on notice that it is not carried out in accordance with an approved EMP as outlined in Land Use Restriction 10 below.
- Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in Land Use Restriction 10 below.
- No enclosed building may be constructed on the Brownfields Property unless and until DEQ determines in writing that:
 - 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
 - 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 soil contamination; or
 - 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.
- Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property shall be approved in writing by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property 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.
- No occupancy of the Brownfields Property for the uses defined in Land Use Restriction 1 may occur until a work plan for the installation and sampling of a soil gas monitoring point is approved by DEQ. The work plan will include, at a minimum, details on schedule and methodology for installation and sampling of a permanent soil gas monitoring point to be placed at a location adjacent to the planned building to be constructed in Phase 1 on the Brownfields Property. The soil gas monitoring point will be sampled for tetrachloroethylene and degradation products (trichloroethylene, 1,1-dichloroethylene, and vinyl chloride) within one month after monitoring point installation and then annually. At the completion of the third annual sampling event, a request to terminate future annual sampling may be submitted to DEQ that includes the public health rationale for such termination. Should the data collected from this soil gas point indicate exposures at the Brownfields Property that are consistent with the health or environmental associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement, DEQ may require that the then owner(s) re-evaluate that risk for areas potentially subject to risk and conduct any additional measures necessary to reduce said risk to make the Brownfields Property suitable for the uses authorized in Land Use Restriction 1 while fully protecting public health and the environment.
- 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 subject to DEQ's written satisfaction prior to each subsequent redevelopment phase DEQ deems necessary) that is consistent with all other the other land use restrictions and describes redevelopment activities of 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:
 - soil and water management issues, including without limitation those resulting from contamination identified in the Environmental Reports;
 - issues related to potential sources of contamination identified in the Environmental Reports;
 - 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, spilled grain fields, oil-water separators, soil contamination; and
 - plans for the proper characterization of, and, as necessary, disposal of contaminated soils excavated during redevelopment.
- As part of the Land Use Restriction Update described below in Land Use Restriction 17 for each year following 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, except with prior DEQ approval otherwise), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last LURU with a summary and drawings, that describes:
 - actions taken on the Brownfields Property in accordance with Section V of this Agreement; Work to be Performed;
 - soil grading and cut and fill actions;
 - methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;
 - stockpiling, containing, 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
 - 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).
- 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.
- Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rowan County land records, Book _____ Page _____. A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions) in Exhibit A, though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions do not conflict with the confidentiality and record provisions of the North Carolina Public Records Law. The owner conveying an interest may use the following mechanisms to comply with the obligations of this Land Use Restriction, subject to terms and conditions that DEQ may establish: (a) if any lease or rider is identical in form, Prospective Developer may provide DEQ with a copy of a form lease or rider evidencing compliance with this Land Use Restriction, in lieu of sending copies of actual soil leases, to the persons listed in Section XV (Notices and Submissions) in Exhibit A; or (b) Prospective Developer may provide abstracts of leases, rather than full copies of soil leases, to the persons listed in Section XV of this Agreement.
- 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 as set forth in N.C.G.S. § 130A-310.35(2), 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:
 - in de minimis quantities for cleaning and other routine housekeeping and maintenance activities;
 - as fuels or other fluids customarily used in vehicles, landscaping equipment and emergency generators; and
 - as constituents of products and materials customarily used and stored in high-density residential, retail, restaurant, related office and parking uses and, with prior written DEQ approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.
- Within 60 days after the effective date of this Agreement or prior to land disturbance activities, Prospective Developer shall conduct monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.
- 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 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.
- 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 notated Land Use Restriction Update ("LURU") to DEQ, and to the chief public health and environmental officials of Rowan County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Rowan County Register of Deeds office and that the land use restrictions are being complied with. The submitted LURU shall state the following:
 - the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner or board, association or approved entity submitting the LURU if said owner or board, association or approved entity whose behalf the joint LURU is submitted; acquired any part of the Brownfields Property during the previous calendar year;
 - the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner or each of the owners on whose behalf the joint LURU is submitted; transferred any part of the Brownfields Property during the previous calendar year;
 - whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction 7 above are performing as designed, and whether the use of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how;
 - the data acquired from actual soil vapor sampling upgradient of the planned building in Phase 1 of the development referenced in Land Use Restriction 9 above for a minimum of three years following execution of this Agreement, or until the buildings are demolished, whichever is sooner.
- A joint LURU may be submitted for multiple owners by a duly constituted board or association, and shall include the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.
- LURUs submitted for any portion of the Brownfields Property that contains retail units shall include a list of the tenants and their addresses.
- A LURU submitted for retail units shall include the rent roll and a log of each lease entered into during the previous calendar year to demonstrate compliance with lease notice requirements in paragraphs 15.h. and 22 of this agreement, provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ official referenced in paragraph 35.a. of Exhibit A hereto, at the address stated therein.

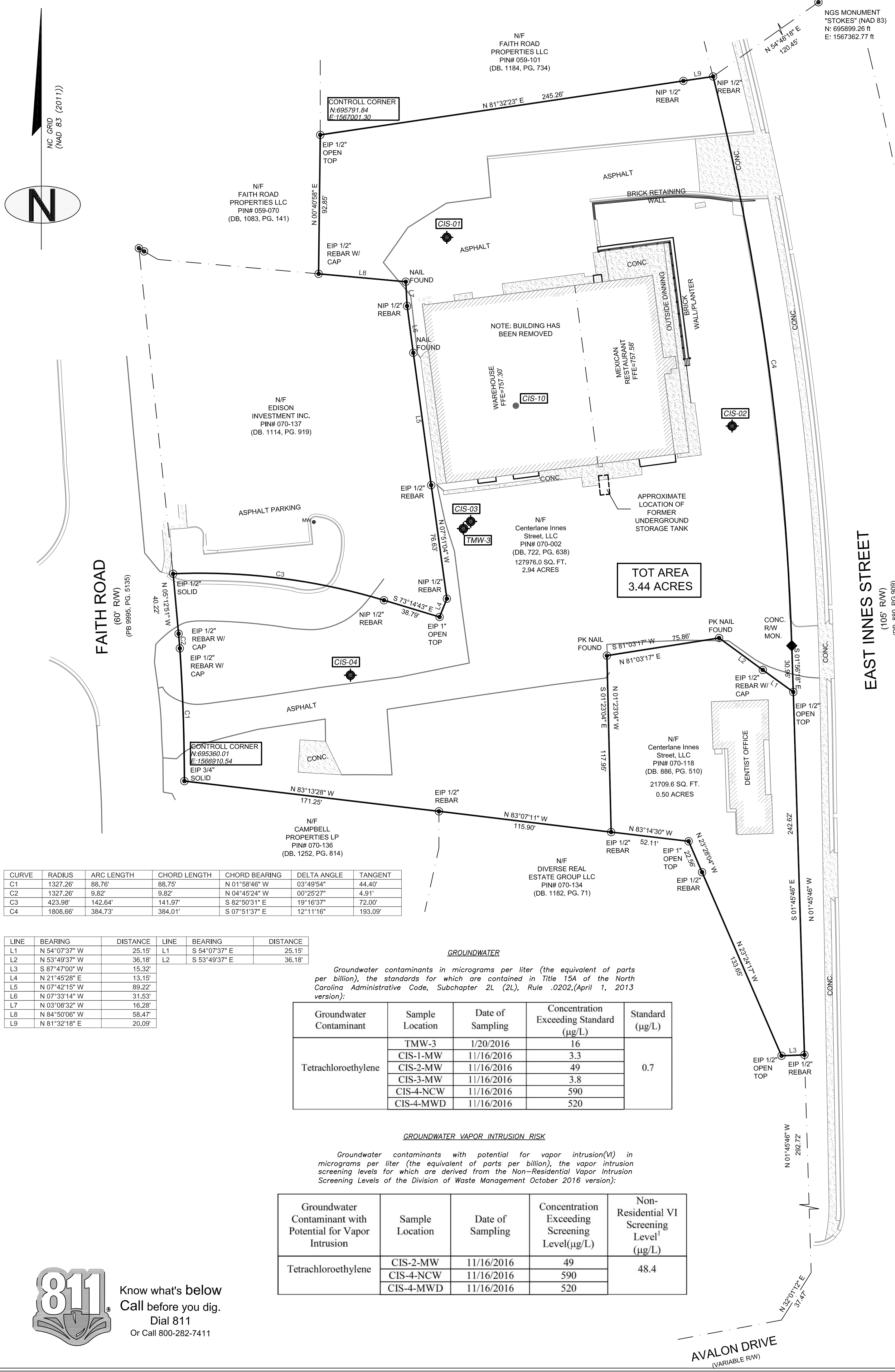
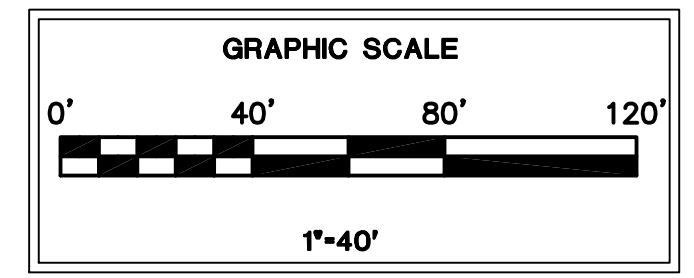
Review Officer Certification

I, _____ Review Officer of Rowan County, certify that the map or plat to which this certification is affixed meets all the statutory requirements for recording. _____, 20____

Date _____ Review Officer

I hereby certify that this is a map for recordation and does not constitute a subdivision of land.

Subdivision Administrator _____ Date _____



TOT AREA
3.44 ACRES

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE | TANGENT |
|-------|----------|------------|--------------|---------------|-------------|---------|
| C1 | 1327.26' | 88.76' | 88.75' | N 01°58'46" W | 03°49'54" | 44.40' |
| C2 | 1327.26' | 9.82' | 9.82' | N 04°45'24" W | 00°25'27" | 4.81' |
| C3 | 423.98' | 142.64' | 141.97' | S 82°09'31" E | 10°16'37" | 72.00' |
| C4 | 1808.66' | 384.73' | 384.01' | S 07°51'37" E | 12°11'16" | 193.09' |

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):

| Groundwater Contaminant | Sample Location | Date of Sampling | Concentration Exceeding Standard (µg/L) | Standard (µg/L) |
|-------------------------|-----------------|------------------|---|-----------------|
| Tetrachloroethylene | TMW-3 | 1/20/2016 | 16 | 0.7 |
| | CIS-1-MW | 11/16/2016 | 3.3 | |
| | CIS-2-MW | 11/16/2016 | 49 | |
| | CIS-3-MW | 11/16/2016 | 3.8 | |
| | CIS-4-MWD | 11/16/2016 | 520 | |

GROUNDWATER VAPOR INTRUSION RISK

Groundwater contaminants with potential for vapor intrusion(VI) in micrograms per liter (the equivalent of parts per billion), the vapor intrusion screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management October 2016 version):

| Groundwater Contaminant with Potential for Vapor Intrusion | Sample Location | Date of Sampling | Concentration Exceeding Screening Level(µg/L) | Non-Residential VI Screening Level(µg/L) |
|--|-----------------|------------------|---|--|
| Tetrachloroethylene | CIS-2-MW | 11/16/2016 | 49 | 48.4 |
| | CIS-4-MWD | 11/16/2016 | 520 | |
| | CIS-4-MWD | 11/16/2016 | 520 | |



Exhibit C
Legal Description for Shops on Innes
Project Number 20029-16-080

PARCEL 1

All that tract or parcel of land lying and being in Salisbury, Rowan County, North Carolina and being more particularly described as follows;

Commencing at the mitered intersection of the northern right-of-way of Avalon Dr. (Variable R/W) and the western right-of-way of East Innes Street (105' R/W); thence with said mitered corner N 32°01'12" E a distance of 37.47' to a point; thence with said right-of-way of East Innes St. N 01°45'46" W a distance of 292.72' to a 1/2" rebar found, said pin being The True Point of Beginning; thence leaving said right-of-way thence S 87°47'00" W a distance of 15.32' to a 1/2" open top found; thence N 23°24'17" W a distance of 133.65' to a 1/2" rebar found; thence N 23°28'04" W a distance of 22.56' to a 1" open top found; thence N 83°14'30" W a distance of 52.11' to a 1/2" rebar found; thence N 01°23'04" W a distance of 117.95' to a pk nail found; thence N 81°03'17" E a distance of 75.86' to a pk nail found; thence S 53°49'37" E a distance of 36.18' to a 1/2" rebar w/cap found; thence S 54°07'37" E a distance of 25.15' to a 1/2" open top found along the western right-of-way of East Innes Street (105' R/W); thence with said right-of-way S 01°45'46" E a distance of 242.62' to The True Point of Beginning.

Said Parcel having an area of 21709.6 square feet/0.50 acres

PARCEL 2

All that tract or parcel of land lying and being in Salisbury, Rowan County, North Carolina and being more particularly described as follows;

Commencing at the mitered intersection of the northern right-of-way of Avalon Dr. (Variable R/W) and the western right-of-way of East Innes Street (105' R/W); thence with said mitered corner N 32°01'12" E a distance of 37.47' to a point; thence with said right-of-way of East Innes St. N 01°45'46" W a distance of 292.72' to a 1/2" rebar found; thence N 01°45'46" W a distance of 242.62' to a 1/2" rebar found, said pin being The True Point of Beginning; thence leaving said right-of-way N 54°07'37" W a distance of 25.15' to a 1/2" rebar w/cap found; thence N 53°49'37" W a distance of 36.18' to a pk nail found; thence S 81°03'17" W a distance of 75.86' to a pk nail found; thence S 01°23'04" E a distance of 117.95'; thence N 83°07'11" W a distance of 115.90' to a 1/2" rebar found; thence N 83°13'28" W a distance of 171.25' to a 3/4" solid found along the eastern right-of-way of Faith Rd. (60' R/W); thence with said right-of-way the following calls: along a curve turning to the left with an arc length of 88.76', with a radius of 1327.26', with a chord bearing of N 01°58'46" W, with a chord length of 88.75' to a 1/2" rebar w/cap found; thence with a curve turning to the left with an arc length of 9.82', with a radius of 1327.26', with a chord bearing of N 04°45'24" W, with a chord length of 9.82' to a 1/2" rebar w/cap found; thence N 05°12'51" W a distance of 40.22' to a 1/2" solid found; thence leaving said right-of-way with a curve turning to the right with an arc length of 142.64', with a radius of 423.98', with a chord bearing of S 82°50'31" E, with a chord

length of 141.97' to a point; thence S 73°14'43" E a distance of 38.79' to a 1" open top found; thence N 21°45'28" E a distance of 13.15' to a point; thence N 07°51'04" W a distance of 76.63' to a 1/2" rebar found; thence N 07°42'15" W a distance of 89.22' to a nail found; thence N 07°33'14" W a distance of 31.53' to a point; thence N 03°08'32" W a distance of 16.28' to a nail found; thence N 84°50'06" W a distance of 58.47' to a 1/2" rebar w/cap found; thence N 00°40'58" E a distance of 92.85' to a 1/2" open top found; thence N 81°32'23" E a distance of 245.26' to a point; thence N 81°32'18" E a distance of 20.09' to a point along the western right-of-way of East Innes Street (105' R/W) ; thence with said right-of-way the following calls: along a curve turning to the right with an arc length of 384.73', with a radius of 1808.66', with a chord bearing of S 07°51'37" E, with a chord length of 384.01' to a conc. r/w mon.; thence S 01°56'18" E a distance of 30.96' to a 1/2" open top found, said pin being The True Point of Beginning.

Said Parcel having an area of 127976.0 square feet/2.94 acres.