

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Site Name: Swannanoa Valley Properties, LLC
Brownfields Project Number: 13023-09-11**

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 August 29, 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**

**SUMMARY OF NOTICE OF
INTENT TO REDEVELOP A BROWNFIELDS PROPERTY**

**Site Name: Beacon Manufacturing Co.
Brownfields Project Number: 13023-09-11**

Pursuant to NCGS § 130A-310.34, Swannanoa Valley Properties, LLC, as Prospective Developer, has filed with the North Carolina Department of Environmental Quality (“DEQ”) a Notice of Intent to Redevelop a Brownfields Property (“Property”) in Swannanoa, Buncombe County, North Carolina. The Brownfields Property, which is the former site of Beacon Manufacturing Company, consists of 42.29 acres and is located at 202 Whitson Street. Environmental contamination exists on the Brownfields Property in groundwater, soil and soil gas. Swannanoa Valley Properties, LLC has committed itself to mixed use development which may include multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval on the Brownfields Property. The Notice of Intent to Redevelop a Brownfields Property includes: (1) a proposed Brownfields Agreement between DEQ and Swannanoa Valley Properties, LLC, which in turn includes (a) a map showing the location of the Property, (b) a description of the contaminants involved and their concentrations in the media of the Property, (c) the above-stated description of the intended future use of the Brownfields Property, and (d) proposed investigation and remediation; and (2) a proposed Notice of Brownfields Property prepared in accordance with NCGS § 130A-310.35.

The full Notice of Intent to Redevelop a Brownfields Property may be reviewed at Black Mountain Public Library by contacting Melisa Pressley at 105 N Dougherty St, Black Mountain, NC 28711, (828) 250-4756 or via email at melisa.pressley@buncombecounty.org; or at the offices of the N.C. Brownfields Program, 217 West Jones Street, Raleigh, NC or by contacting Shirley Liggins at that address, at shirley.liggins@ncdenr.gov, or at (919) 707-8383.

Written public comments may be submitted to DEQ within 30 days after the latest of the following dates: the date 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 **August 29, 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 public comments and public 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: Swannanoa Valley Properties, LLC
Recorded in Book ____, **Page** ____
Associated plat recorded in Plat Book ____, **Page** ____

NOTICE OF BROWNFIELDS PROPERTY

Site Name: Beacon Manufacturing Co.
Brownfields Project Number: 13023-09-11

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this ____ day of _____, 201__ by Swannanoa Valley Properties, 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 is located at 202 Whitson Avenue, Swannanoa, Buncombe County, North Carolina. The Brownfields Property comprises 42.29 acres. The site is the former location of Beacon Manufacturing, Inc., where cotton and wool blankets were manufactured. The facility closed in 2002 and a fire destroyed most of the structures in 2003. The Prospective Developer has committed itself to redevelopment for no uses other than multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval.

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 mixed use development which includes multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval. For purposes of this restriction, the following definitions apply:

a. "Multi-Family Residential" defined as multi-unit human dwellings, such as condominiums or apartments. Single family homes, townhomes, duplexes, or units with yards are prohibited unless approved in writing by DEQ in advance.

b. "Industrial" defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials.

c. "Retail" 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 products.

d. "Office" defined as the provision of business or professional services.

e. "Recreation" defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, swimming pools, sports-related courts and fields, open space, greenways, parks, playgrounds, walking paths, and picnic and public gathering areas.

f. "Commercial" defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

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

3. The Northern Parcel and Southern Parcel of the Brownfields Property may not be used for residential purposes and shall be depicted on the plat component of this Notice as "Industrial/Commercial Use Only".

4. The Brownfields Property may not be used for dry cleaning services that use chlorinated solvents.

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

6. Within 30 days following recordation of this Notice, the then owner of the Brownfields Property shall submit to DEQ a written plan for monitoring groundwater at the Brownfields Property through sampling and analysis. The plan shall not be considered satisfactory unless and until DEQ states as much in writing.

a. The plan shall require:

i. installation and/or designation of three (3) monitoring wells to be sampled pursuant to the plan;

ii. sampling of the designated wells for volatile organic compounds at least once each year during the same thirty-day period;

iii. analysis of the samples by the most current version of U.S. Environmental Protection Agency Method 8260;

iv. provision of the sampling analyses to DEQ in writing within 30 days after sampling; and

v. replacement of any of the designated wells if DEQ determines it warranted in writing due to redevelopment activities.

b. When the plan requires sampling, analysis, reporting or replacement of a well installed pursuant to the plan, the then owner of the affected portion(s) of the Brownfields Property shall be

responsible for compliance. The plan shall be available from DEQ and may be amended with DEQ's prior written approval. The required monitoring shall continue until sampling pursuant to the plan shows the concentrations of any and all volatile organic compounds present in excess of the standards set forth in the most current version of Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (April 1, 2013 version), are stable, declining or undetected for a minimum of three (3) consecutive years.

7. No activity that disturbs soil on any area of the Brownfields Property, including the "Area of Potential Buried Debris" as delineated on the plat component of this Notice, 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 Property will be suitable for the uses specified in Land Use Restriction number 1., above, while fully protecting public health and the environment, except:

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

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 below in Land Use Restriction 11.

8. Upon completion of development of the Brownfields Property, prospective developer, or the then owner of the Brownfields Property shall conduct representative final grade soil sampling of any area within the Brownfields Property pursuant to a plan approved in writing by DEQ that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways. Should the prospective developer or the then owner of the Brownfields Property complete development of only a portion of the Brownfields Property, the prospective developer or then owner shall restrict access to any remaining areas not covered by building foundations, sidewalks, asphaltic or concrete parking areas and driveways.

9. No enclosed building may be constructed on the Brownfields Property, or may be occupied until DEQ determines in writing that:

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

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

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

10. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, no use of the Brownfields Property may occur prior to demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of this Notice 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.

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

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

b. issues related to potential sources of contamination referenced in Exhibit 2 hereto;

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

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

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. 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 above in Land Use Restriction 11.

14. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "The Property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Buncombe County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted. If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions) of the attached Exhibit A; or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in said Section XV.

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

- a. in *de minimis* quantities for cleaning and other routine housekeeping and maintenance activities; and
- b. in fluids in vehicles.

16. Within 60 days after the effective date of the attached Exhibit A 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, except those wells identified on plat map, 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.

17. 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.

18. During January of each year after the year in which this 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 Buncombe County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Buncombe County Register of Deeds office and that the land use restrictions are being complied with, and stating:

- a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner or board, association or approved entity submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year;

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

- c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction 9 above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

For purposes of the land use restrictions set forth above, the 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__.

Swannanoa Valley Properties, LLC

By: _____
Gordon S. Myers
Member-Manager

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: _____

[Only where PD is not prop. owner, also use following statement, w/ appropriate signature/notary blocks (which depends on nature of prop. owner, e.g., LLC, corp., partnership, individual), in addition to appropriate sig. block for PD.]

ACKNOWLEDGMENT OF PROPERTY OWNER

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

[Name of Owner]

By:

Name typed or printed: _____ Date _____

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: Swannanoa Valley Properties, LLC

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Beacon Manufacturing Co.
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>)	<u>202 Whitson Avenue</u>
Brownfields Project # 13023-09-11)	<u>Swannanoa, Buncombe County</u>

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and Swannanoa Valley Properties, LLC (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”).

Swannanoa Valley Properties, LLC is a member-managed North Carolina Limited Liability Company. Robert P. Ingle Living Trust and Gordon S. Myers are both 50% owners of Swannanoa Valley Properties, LLC. The Property is located at 202 Whitson Avenue in Swannanoa, Buncombe County, North Carolina. The Prospective Developer intends to redevelop the Property with mixed use development which may include multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DEQ’s Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer’s Covenant Not to Sue), the potential liability of Swannanoa Valley Properties, LLC for contaminants at the property which is the subject of this Agreement.

The Parties agree that Swannanoa Valley Properties, LLC’s entry into this Agreement, and the actions undertaken by Swannanoa Valley Properties, LLC in accordance with the Agreement, do not constitute an admission of any liability by Swannanoa Valley Properties, LLC. The resolution of this potential liability, in exchange for the benefit Swannanoa Valley Properties, LLC 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 Swannanoa Valley Properties, LLC.

III. STATEMENT OF FACTS

3. The Brownfields Property comprises 42.29 acres. The site is bound to the northwest by US Highway 70 and to the southeast by Interstate 40. The site is divided into four contiguous areas by municipal streets. The site is the former location of Beacon Manufacturing, Inc., where cotton and wool blankets were manufactured. The facility closed in 2002 and a fire destroyed most of the structures in 2003. The Prospective Developer has committed itself to redevelopment for no uses other than multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval.

4. The Central Portion of the Brownfields Property is bordered to the north and northwest by Richmond Avenue; to the south by Railroad Street, Dennis Street, and Old Lytle Cove Road beyond which is the southern portion of the Brownfields Property, to the west and southwest by Whitson Avenue, beyond which is Native Kitchen & Social Pub, Swannanoa United Methodist Church, vacant automotive shop, Swannanoa Fire Department, and commercial buildings; to the east and northeast by Barker Street, beyond which are single-family residences. The Northern Portion of the Brownfields Property is bordered to the northwest by Beacon Veterinary Hospital, beyond which is US Highway 70; to the southwest by Whitson Avenue, beyond which are QuickPrint, Appalachian Ink, and Carpet City; to the northeast by the Asheville Mulch Yard; to the east by single-family residences along Edwards Avenue; and to the south and southeast by Richmond Avenue. The Southeast Portion of the Brownfields Property is bordered to the north by Old Lytle Cove Road and railroad tracks, beyond which is the central portion of the Brownfields Property; to the west and southwest by Dennis

Street; to the southeast and east by single-family residences, beyond which is Interstate 40. The Southwest Portion of the Brownfields Property is bordered to the north by railroad tracks, beyond which is Railroad Avenue; to the east by Dennis Street; to the south by wooded land and Interstate 40; and to the west by single-family residences.

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

Title	Prepared by	Date of Report
Comprehensive Site Assessment Plan – Beacon Manufacturing Company	S&ME	November 10, 1995
Phase I Site Assessment Work Plan – North Parking Lot Fill Area, Former Beacon Manufacturing Company Property	North Wind	March 7, 2007
Phase I Site Assessment – North Parking Lot Fill Area, Former Beacon Manufacturing Company Property	North Wind	August 9, 2007
Correspondence Documents – Beacon Manufacturing NCN000407672	DWM Superfund Section (CARA Portal)	August 28, 2007
Site Specific Quality Assurance Project Plan Addendum – Brownfields Phase II Assessment Conducted under Brownfields Cooperative Agreement BF# 95408408 of Swannanoa Valley Properties, LLC	Irminger Consulting, Inc.	March 16, 2011
Brownfields Assessment Draft – Swannanoa Valley Property	Irminger Consulting, Inc.	June 22, 2011
Report of Findings, Brownfields Investigation – Former Beacon Blanket Property	EAS Professionals	January 14, 2016

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 majority of the Brownfields Property has been occupied by a textile mill, Beacon Manufacturing, Inc., since approximately 1924. Beacon made cotton blankets primarily, but also produced some wool blankets during World War II, after which they returned to manufacturing cotton blankets. The textile processes at the plant included rotary screen printing, napping, permanapping, warping, Donier weaving, Jacquard weaving, spinning, needle punch, and package dyeing. Other concerns on the site included petroleum storage in Above Ground Storage Tanks (ASTs) and Underground Storage Tanks (USTs), dye operations, and

electrical transformer equipment.

b. The facility was shuttered in 2002 and has since been idle.

c. In September 2003, a large portion of the facility was destroyed by a fire. Around that same time the remnants of buildings on the Central and Southern portion of the Brownfields Property were razed.

d. A one-story commercial building is still located on the Northern Portion of the Brownfields Property and has historically been utilized as a church. The west end of the Butler Warehouse, previously located on the Southwest Portion of the Brownfields Property, is now a just a concrete pad. The Central Portion of the Brownfields Property has been graded with approximately 2(two) feet of analyzed fill and seeded.

f. The PD currently owns the central, southeastern, and southwestern portions of the Brownfield Property. The PD also owns the eastern part of the Northern Portion of the Brownfields Property. The PD originally purchased all of the Brownfields Property parcels on March 11, 2005.

g. By deed recorded in Deed Book 5421 at Pages 311-317, Buncombe County Registry, Swannanoa Valley Properties, LLC, conveyed 1.5308 acres in the Northern Portion of the Brownfields Property to GMG Investments, LLC. Although not a party to this agreement, as such a purchaser, GMG Investments is bound by and subject to the land use restrictions set forth in this Brownfields Agreement. GMG Investments, LLC has evidenced its recognition to be so bound by signing an acknowledgment of this Brownfields Agreement in the Notice of Brownfields Property. GMG Investments, LLC purchased the Brownfields Property parcel from the PD on May 2, 2016.

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

a. Three 30,000-gallon No. 6 fuel oil ASTS and one 250,000-gallon No. 6 fuel oil AST were installed at the Southern AST Tank Farm (Southeast Portion) in 1974. A closure date was not reported, however no tanks remained on the site after the cleanup of the 2003 fire. One 10,000-gallon gasoline UST was removed from the eastern side of the former manufacturing building (Central Portion) and was closed out in the 1970's. One 270-gallon gasoline UST was removed from the south side of the former manufacturing building (Central

Portion) on November 28, 1990.

b. One 10,000-gallon Varsol UST was removed from the northwest corner of the former manufacturing building (Central Portion) on April 20, 1990.

c. The building formerly used as a church on the Northern Portion of the Brownfields Property reported a LUST in 1991 during the excavation of a heating oil UST. The results of soil samples collected during closure indicated adsorbed hydrocarbons. The contamination was reported to the DEQ (incident number 13776) and the incident was closed in 1994.

d. The results of soil samples collected during a Phase II ESA in May 1993 from the area of the former boiler house of the plant on the Central Portion, reported adsorbed petroleum hydrocarbons at concentrations greater than the DEQ screening levels. The source of the adsorbed hydrocarbons was an unknown surface spill. A partial excavation of impacted soil was conducted, but the proximity of the building prevented removal of all the soil. The results of the assessment and remediation were reported and is an open incident (Number 10371) with the UST section.

e. The former fuel AST farm (Southeast Portion) was reported to have stained surface soil in May 1993. Assessment and excavation activities at that time were not able to remove all of the impacted soil. The soil contamination was reported to the DEQ (incident number 10372) and remains open with the UST section. Based on Site observations January 17, 2010, additional soil excavation has occurred since removal of the ASTs in approximately 2004. Additional soil samples were collected in 2011, the results detected PAHs below applicable standards and metals in the sediment sample.

f. A spill of No. 6 fuel oil during the fire of September 2003 impacted floor drains and the soil beneath the drains. The drains and associated underlying soil were removed from the Site in 2007. The spill has been assigned Incident Number 87345 by the DEQ UST section and remains an open incident.

g. Incident numbers 10371, 10372, and 87345 have been combined under a State Hazardous Waste Site Incident Number NCN000407672. Closure of each incident is required prior to removal of the Site as a State Hazardous Waste Site.

h. Caustic Soda, Hydrogen Peroxide, and Salt Brine ASTs were removed from the western side of the former manufacturing building and Acetic Acid, Wastewater Emulsion ASTs were removed from the northeast (interior) corner of the former manufacturing building on the Central Portion of the site. The number of ASTs, volume of the ASTs, date installed, and date closed are unknown. The site was razed after the fire in 2003 so all materials were removed around that timeframe.

i. Groundwater samples collected from two monitoring wells (MW-4 and MW-4A) were reported by the laboratory to have concentrations of tetrachloroethylene and other chlorinated solvents at concentrations greater than the North Carolina 2L groundwater standards. The source of the groundwater contamination is not definitive, but the former operations included dye house operations. The groundwater contamination was reported to DENR at the time and remains an open incident (Number 14598) on file with the IHSB.

j. Buried solid waste has been documented beneath the asphalt parking lot of the Northern Portion of the Brownfields Property. Geophysical surveys have delineated the areal extent of the buried waste. The maximum dimensions of the buried waste area are 180-feet by 250-feet and a depth of 10-feet. Test trenches conducted in the area have documented that the buried waste consists of ash, metal debris, and brick and concrete. Analyses of soil mixed with the debris revealed concentrations of inorganics greater than the North Carolina Soil Remediation Goals. Historical analysis of groundwater samples from wells downgradient of the solid waste were reported with chlorinated solvents, including vinyl chloride greater than the NC 2L standard. The most recent groundwater analysis indicates chlorinated solvents just above the NC 2L standard.

k. The southern side of the former manufacturing facility on the Central Portion contained a laboratory. Chemicals stored within the laboratory or disposed down drains at this location may have impacted the soil or groundwater beneath the Brownfields Property.

l. An auto repair facility located at the northwest corner of the intersection of Whitson Avenue and Alexander Place and adjoining the western boundary of the Site is indicated on the 1950 and 1954 Sanborn maps as containing gasoline tanks. The location of the facility is considered cross-gradient to the Site, however,

based on its proximity, impacted groundwater from the facility, if present, may have migrated onto the western edge of the Central Portion of the Brownfields Property.

8. The most recent environmental sampling at the Brownfields Property reported in the Environmental Reports occurred on November 16th & 17th, 2015. 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.

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 December 3, 2009, and on March 11, 2005, Prospective Developer purchased the majority of the Brownfields Property (Central, Southeast, Southwest, and the eastern part of the Northern Portions).

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. Prospective Developer has paid to DEQ the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$3,500 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by 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 property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. provides a number of new services and opportunities for the immediate community and surrounding areas.
- d. Centerpiece of the Swannanoa Township, and
- e. an increase in job opportunities;
- f. an increase in tax revenue for affected jurisdictions, and
- g. site environmental conditions being mitigated.

V. WORK TO BE PERFORMED

13. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to consider the application of 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 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 mixed use development which includes multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval. For purposes of this restriction, the following definitions apply:

i. "Multi-Family Residential" defined as multi-unit human dwellings, such as condominiums or apartments. Single family homes, townhomes, duplexes, or units with yards are prohibited unless approved in writing by DEQ in advance.

ii. "Industrial" defined as the assembly, fabrication, processing, warehousing or distribution of goods or materials.

iii. "Retail" 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 products.

iv. "Office" defined as the provision of business or professional services.

v. "Recreation" defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, swimming pools, sports-related courts and fields, open space, greenways, parks, playgrounds, walking paths, and picnic and public gathering areas.

vi. "Commercial" defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

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

c. The Northern Parcel and Southern Parcel of the Brownfields Property may not be used for residential purposes and shall be depicted on the plat component of the Notice referenced in paragraph 20 below, as "Industrial/Commercial Use Only".

d. The Brownfields Property may not be used for dry cleaning services that use chlorinated solvents.

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

f. Within 30 days following recordation of the Notice referenced below in paragraph 20, the then owner of the Brownfields Property shall submit to DEQ a written plan for monitoring groundwater at the Brownfields Property through sampling and analysis. The plan shall not be considered satisfactory unless and until DEQ states as much in writing.

i. The plan shall require:

A. installation and/or designation of three (3) monitoring wells to be sampled pursuant to the plan;

B. sampling of the designated wells for volatile organic compounds at least once

each year during the same thirty-day period;

C. analysis of the samples by the most current version of U.S. Environmental Protection Agency Method 8260;

D. provision of the sampling analyses to DEQ in writing within 30 days after sampling; and

E. replacement of any of the designated wells if DEQ determines it warranted in writing due to redevelopment activities.

ii. When the plan requires sampling, analysis, reporting or replacement of a well installed pursuant to the plan, the then owner of the affected portion(s) of the Brownfields Property shall be responsible for compliance. The plan shall be available from DEQ and may be amended with DEQ's prior written approval. The required monitoring shall continue until sampling pursuant to the plan shows the concentrations of any and all volatile organic compounds present in excess of the standards set forth in the most current version of Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (April 1, 2013 version), are stable, declining or undetected for a minimum of three (3) consecutive years.

g. No activity that disturbs soil on any area of the Brownfields Property, including the "Area of Potential Buried Debris" as delineated on the plat component of the Notice of Brownfields Property referenced below in paragraph 20, 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 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 inches;

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.k.

h. Upon completion of development of the Brownfields Property, prospective developer, or the then owner of the Brownfields Property shall conduct representative final grade soil sampling of any area within the Brownfields Property pursuant to a plan approved in writing by DEQ that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways. Should the prospective developer or the then owner of the Brownfields Property complete development of only a portion of the Brownfields Property, the prospective developer or then owner shall restrict access to any remaining areas not covered by building foundations, sidewalks, asphaltic or concrete parking areas and driveways.

i. No enclosed building may be constructed on the Brownfields Property, or may be occupied 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.

j. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, no use of the Brownfields Property may occur prior to 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 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.

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

- 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 hereto;
- 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;

l. 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. 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.k.

n. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "The Property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Buncombe County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted. If DEQ issues prior, written approval, Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph, subject to the terms and conditions that DEQ may establish in such approval: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XV.

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

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

p. 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, except those wells identified in plat map, 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.

q. 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.

r. 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 Buncombe County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Buncombe County Register of Deeds office and that the land use restrictions are being complied with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner or board, association or approved entity submitting the LURU if said owner 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 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.i above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

16. The desired result of the above-referenced remediation 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 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.l. 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 Property under applicable law, which 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 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 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 Buncombe 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: “The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Buncombe County land records, Book ____, Page ____.” A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XV (Notice and Submissions); 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 December 3, 2009 by which it applied for this Agreement. That use is mixed use development which includes multi-family residential, industrial, retail, office, recreation, and other commercial uses with prior written DEQ approval. 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 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 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. 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. 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:

Tracy Wahl (or successor in function)
N.C. Division of Waste Management

Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

Gordon S. Myers
Swannanoa Valley Properties, LLC
2140 Emmas Grove Road
Fairview, North Carolina 28730

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 of 15 days following such receipt. 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 to occur of the following: 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 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 Date
Director, Division of Waste Management

IT IS SO AGREED:

Swannanoa Valley Properties, LLC

By: _____
Gordon S. Myers Date

Exhibit 2

The most recent environmental sampling at the Property reported in the Environmental Reports occurred on November 16th & 17th, 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); or the 2L Groundwater Interim Maximum Allowable Concentration (IMACs), (April 1, 2013 version):

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Antimony	MW-25	11/16&17/2015	3.19	1
Arsenic	MW-2	5/29/1994	20	10
		4/18/1995	10	
	MW-3	5/29/1994	170	
	MW-4	5/29/1994	50	
Barium	Dup-2(MW-25)	5/6/2011	707	700
	MW-1	5/29/1994	1700	
	MW-2	5/29/1994	840	
	MW-3	5/29/1994	1910	
	MW-4	5/29/1994	3160	
	MW -4	6/2007	33.9	
Beryllium	Dup-2(MW-25)	5/6/2011	4.8	4
	MW-2	4/20/2004	10	
Cadmium	MW-2	4/18/1995	20	2
		5/29/1994	20	
	MW-3	4/18/1995	3.9	
		MW-4	5/29/1994	
Chromium	MW-10	11/16&17/2015	13.0	10
	MW-21	11/16&17/2015	39.5	
	MW-24	5/6/2011	15.2	
	Dup-2(MW-25)	5/6/2011	74.1	
	MW-1	5/29/1994	290	
		MW-2	5/29/1994	
	MW-3		4/18/1995	
		5/29/1994	250	
		4/18/1995	40	
	MW-4	5/29/1994	290	
		4/18/1995	10	
6/2007		ND		

	MW-6	5/29/1994	80	
Cobalt	MW-17	5/6/2011	8.2	1
	MW-21	5/6/2011	7.5	
	MW-24	5/6/2011	14.8	
	MW-25	5/6/2011	11.6	
	Dup-2(MW-25)	5/6/2011	44	
	MW-8	5/5/2011	7.4	
	Dup-1(MW-8)	5/5/2011	7.6	
	MW-2	4/20/2004	60	
1,1 Dichloroethene	MW-20	5/6/2011	12.9	7
	MW-20	11/16&11/17/2015	17.5	
	MW-1	5/29/1994	11	
		11/1/2004	14	
	MW-4	5/29/1994	27	
		12/19/2000	8.5	
		11/1/2004	9.6	
		6/2007	1.3	
MW-4A	12/19/2000	8.2		
Iron	MW-16	5/6/2011	401	300
	MW-17	5/6/2011	6390	
	MW-18	5/6/2011	390	
	MW-20	5/6/2011	302	
	MW-21	5/6/2011	7970	
	MW-24	5/6/2011	26000	
	MW-25	11/16&17/2015	4410	
	Dup-2(MW-25)	5/6/2011	96500	
	MW-8	5/6/2011	18500	
	Dup-1(MW-8)	5/6/2011	18800	
	MW-1	4/20/2004	620	
	MW-2	4/20/2004	4800	
	MW-3	4/20/2004	1400	
	MW-4	4/20/2004	840	
	MW-4	6/2007	70	
	MW-5	4/20/2004	4000	
MW-6	4/20/2004	4100		
Lead	MW-21	11/16&17/2015	22.3	15
	Dup-2(MW-25)	5/6/2011	40.3	
	MW-1	5/29/1994	207	
		5/29/1994	72	
	MW-2	4/18/1995	82	
		5/29/1994	191	
	MW-3	4/18/1995	55	
		5/29/1994	214	
Lead	MW-4	4/20/2004	45	
		6/2007	12	
		5/29/1994	47	
MW-5	5/29/1994	47		
MW-6	5/29/1994	54		
Manganese	MW-25	11/16&17/2015	98.5	50

	MW-13	5/6/2011	101	
	MW-16	5/6/2011	166	
	MW-17	5/6/2011	365	
	MW-18	5/6/2011	122	
	MW-20	5/6/2011	215	
	MW-21	5/6/2011	680	
	MW-24	5/6/2011	424	
	MW-25	5/6/2011	429	
	Dup-2(MW-25)	5/6/2011	1810	
	MW-8	5/6/2011	1690	
	Dup-1(MW-8)	5/6/2011	1710	
	MW-10	5/6/2011	320	
	MW-2	4/20/2004	6800	
	MW-3	4/20/2004	70	
	MW-5	4/20/2004	330	
	MW-6	4/20/2004	360	
Mercury	MW-4	5/29/1994	2.7	1
Tetrachloroethene	MW-10	11/16&17/2015	6.13	0.7
		5/5/2011	5.3	
	MW-16	5/6/2011	3.2	
	MW-17	5/6/2011	35.2	
	MW-18	5/6/2011	7.5	
	MW-20	11/16&17/2015	2.48	
	MW-21	11/16&17/2015	32.9	
		5/6/2011	77.8	
	MW-1	5/29/1994	2	
		11/1/2004	3.2	
	MW-4	12/19/2000	2	
11/1/2004		1.8		
6/2007		ND		
MW-4A	12/19/2000	5.8		
Trichloroethene	MW-1	5/29/1994	10	3
		11/1/2004	4.8	
	MW-4	12/19/2000	6.3	
		7/3/2001	3.6	
		11/1/2004	3.1	
		6/2007	2	
	MW-4A	12/19/2000	8.3	
	MW-16	5/6/2011	20	
MW-20	11/16&17/2015	3.95		
MW-21	11/16&17/2015	3.88		
	5/6/2011	20.2		
Vanadium	MW-17	5/6/2011	5.7	0.3
	MW-21	5/6/2011	6.7	
	MW-24	5/6/2011	32.3	
	Dup-2(MW-25)	5/6/2011	152	

Shading indicates a more recent sample is below the applicable standard.

GROUNDWATER-VAPOR INTRUSION

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 Residential Vapor Intrusion Screening Levels of the Division of Waste Management June 2014 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)	Residential VI Screening Level ¹ (µg/L)
Chloroform	MW-1	5/29/1994	8.4	35.5	8.14
		11/1/2004	0.66	35.5	8.14
Mercury	MW-1	5/29/1994	0.3	0.563	0.134
	MW-3	5/29/1994	0.5	0.563	
		4/18/1995	ND	0.563	
	MW-4	5/29/1994	2.7	0.563	
		4/18/1995	ND	0.563	
MW-6	5/29/1994	0.2	0.563		
Tetrachloroethene	MW-17	5/6/2011	35.2	48.4	11.5
	MW-21	5/6/2011 11/16&11/17/2015	77.8 32.9	48.4	
Trichloroethene	MW-9	5/5/2011	1.4	4.35	1.04
	MW-16	5/6/2011	20	4.35	
	MW-20	11/16&11/17/2015	3.95	4.35	
	MW-21	5/6/2011	20.2	4.35	
		11/16&11/17/2015	3.88	4.35	
	MW-1	5/29/1994	10	4.35	
		11/1/2004	4.8	4.35	
	MW-4	12/19/2000	6.3	4.35	
		7/3/2001	3.6	4.35	
11/1/2004 6/2007		3.1 2	4.35		
MW-4A	12/19/2000	8.3	4.35		

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.

Shading indicates a more recent sample is below the applicable screening level.

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (September 2015 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
Aluminum	MW-16	2-4	5/5/2011	18000	15000
	MW-17	2-4	5/5/2011	23500	
	MW-24	3-5	5/5/2011	27600	
	S-2	3-5	5/6/2011	18800	
	S-7	2-4	5/5/2011	21700	
	S-8	1-3	5/5/2011	19600	
	S-9	3-5	5/6/2011	36400	
	S-10	3-5	5/5/2011	25800	
	S-15	3-5	5/6/2011	26900	
	S-17	3-5	5/5/2011	31900	
	SB-41-0	0-1	5/4/2004	53000	
	SB-41-5	5-6	5/4/2004	49000	
	SB-19-0	0-1	5/4/2004	46000	
	SB-19-5	5-6	5/4/2004	47000	
	SB-1-0	0-1	5/4/2004	56000	
	SB-3-0	0-1	5/4/2004	39000	
	SB-11-0	0-1	5/4/2004	54000	
	SB-21-0	0-1	5/4/2004	23000	
	SB-68-0	0-1	5/4/2004	54000	
	SB-55-0	0-1	5/4/2004	19000	
	SB-66-0	0-1	5/4/2004	31000	
	SB-66-5	0-1	5/4/2004	20000	
	SB-58-0	0-1	5/4/2004	35000	
	SB-58-5	5-6	5/4/2004	36000	
	SB-60-0	0-1	5/4/2004	27000	
	SB-60-5	5-6	5/4/2004	15000	
SB-49-0	0-1	5/4/2004	30000		
SB-49-5	5-6	5/4/2004	45000		
SB-50-0	0-1	5/4/2004	32000		
Arsenic	MW-24	3-5	5/5/2011	2.4	0.68
	MW-25	3-5	5/5/2011	5.1	
	S-2	3-5	5/6/2011	0.99	
	S-7	2-4	5/5/2011	1.8	
	S-8	1-3	5/5/2011	0.98	
	S-9	3-5	5/6/2011	1.3	
	S-10	3-5	5/5/2011	1.4	
	S-11	2-4	5/5/2011	1.7	
	S-16	3-5	5/6/2011	0.92	
	S-17	3-5	5/5/2011	2.2	
	SW-1s	SED	6/1/2007	1.3	
	SW-2s	SED	6/1/2007	1.3	
	SW-3s	SED	6/1/2007	0.71	
	SB-41-0	0-1	5/4/2004	4.2	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
	SB-41-5	5-6	5/4/2004	3.1	
	SB-19-0	0-1	5/4/2004	2.9	
	SB-19-5	5-6	5/4/2004	2.1	
	SB-3-0	0-1	5/4/2004	2.8	
	SB-11-0	0-1	5/4/2004	3	
	SB-21-0	0-1	5/4/2004	1.6	
	SB-68-0	0-1	5/4/2004	3	
	SB-55-0	0-1	5/4/2004	1.8	
	SB-66-0	0-1	5/4/2004	2	
	SB-60-0	0-1	5/4/2004	2.4	
	SB-60-5	5-6	5/4/2004	4.6	
	SB-49-0	0-1	5/4/2004	1.9	
	SB-49-5	5-6	5/4/2004	3.5	
	SB-50-0	0-1	5/4/2004	2.4	
	B-1-18	18	11/1/2000	1.2	
	B-2-4	4	11/1/2000	4.5	
	B-2-19	19	11/1/2000	6.9	
	B-3-21	21	11/1/2000	1.9	
	B-4-3	3	11/1/2000	1.3	
	B-5-3	3	11/1/2000	1.5	
	B-6-3	3	11/1/2000	5.7	
	BG-7	N/A	11/1/1994	2.2	
	BG-8	N/A	11/1/1994	2.7	
	BG-9	N/A	11/1/1994	2.8	
	BG-10	N/A	11/1/1994	3.7	
	B-30-15	15	8/24/1994	1.2	
	B-31-5	5	8/24/1994	1.1	
	B-32-5	5	8/24/1994	1.8	
	B-32-5D	5	8/24/1994	2.4	
	B-32-9	9	8/24/1994	0.86	
Benzo(a)anthracene	S-11	2-4	5/5/2011	556	160
	SW-1s	SED	6/1/2007	700	
	SW-3s	SED	6/1/2007	1600	
	SB-55-0	0-1	5/4/2004	170	
	SB-60-5	5-6	5/4/2004	980	
Benzo(a)pyrene	S-11	2-4	5/5/2011	525	16
	SW-1s	SED	6/1/2007	770	
	SW-3s	SED	6/1/2007	1600	
	SB-55-0	0-1	5/4/2004	130	
	SB-60-5	5-6	5/4/2004	590	
Benzo(b)fluoranthene	S-11	2-4	5/5/2011	435	160
	SW-1s	SED	6/1/2007	750	
	SW-3s	SED	6/1/2007	1300	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
	SB-55-0	0-1	5/4/2004	180	
	SB-60-5	5-6	5/4/2004	1000	
Dibenzo(a,h)anthracene	SB-66-0	0-1	5/4/2004	290	16
	SB-60-5	5-6	5/4/2004	150	
Indeno(1,2,3-c,d)pyrene	SB-66-0	0-1	5/4/2004	290	160
	SB-60-5	5-6	5/4/2004	380	
Cadmium	SB-41-5	5-6	5/4/2004	740	14
Chromium	MW-16	2-4	5/5/2011	20.4	0.3
	MW-17	2-4	5/5/2011	32.2	
	MW-24	3-5	5/5/2011	14.0	
	MW-25	3-5	5/5/2011	48.2	
	S-2	3-5	5/6/2011	18.3	0.3
	S-7	2-4	5/5/2011	21.4	
	S-8	1-3	5/5/2011	38.7	
	S-9	3-5	5/6/2011	32.5	
	S-10	3-5	5/5/2011	27.8	
	S-11	2-4	5/5/2011	11.3	
	S-15	3-5	5/6/2011	76.3	
	S-16	3-5	5/6/2011	13.6	
	S-17	3-5	5/5/2011	21.2	
	SS-4	SED	5/6/2011	24.4	
	SS-5	SED	5/6/2011	17.2	
	SS-6	SED	5/6/2011	14.3	
	SS-7	SED	5/6/2011	11.3	
	SW-1s	SED	6/1/2007	26	
	SW-2s	SED	6/1/2007	48	
	SW-3s	SED	6/1/2007	27	
	SB-41-0	0-1	5/4/2004	43	0.3
	SB-41-5	5-6	5/4/2004	45	
	SB-19-0	0-1	5/4/2004	40	
	SB-19-5	5-6	5/4/2004	37	
	SB-1-0	0-1	5/4/2004	35	
	SB-3-0	0-1	5/4/2004	30	
	SB-11-0	0-1	5/4/2004	38	
	SB-21-0	0-1	5/4/2004	27	
	SB-68-0	0-1	5/4/2004	120	
	SB-55-0	0-1	5/4/2004	18	
	SB-66-0	0-1	5/4/2004	32	
	SB-66-5	0-1	5/4/2004	10	
	SB-58-0	0-1	5/4/2004	22	
SB-58-5	5-6	5/4/2004	24		
SB-60-0	0-1	5/4/2004	23		
SB-60-5	5-6	5/4/2004	70		

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
	SB-49-0	0-1	5/4/2004	20	
	SB-49-5	5-6	5/4/2004	29	
	SB-50-0	0-1	5/4/2004	23	
	B-1-18	18	11/1/2000	26	
	B-2-4	4	11/1/2000	43	
	B-2-19	19	11/1/2000	14	
	B-3-21	21	11/1/2000	7.8	
	B-4-3	3	11/1/2000	14	
	B-5-3	3	11/1/2000	29	
	B-6-3	3	11/1/2000	14	
	BG-7	N/A	11/1/1994	23.1	
	BG-8	N/A	11/1/1994	29.4	
	BG-9	N/A	11/1/1994	34.9	
	BG-10	N/A	11/1/1994	31.7	
	SS-1	SED	9/1/1994	17	0.3
	B-30-5	5	8/24/1994	38.5	
	B-30-15	15	8/24/1994	4	
	B-31-5	5	8/24/1994	13.2	
	B-32-5	5	8/24/1994	17.2	
	B-32-5D	5	8/24/1994	19.4	
	B-32-9	9	8/24/1994	13.6	
	B-33-5	5	8/24/1994	12	
	MW-17	2-4	5/5/2011	8.7	
MW-25	3-5	5/5/2011	8.3		
S-8	1-3	5/5/2011	11.6		
S-15	3-5	5/6/2011	10.3		
S-16	3-5	5/6/2011	9.8		
SB-41-0	0-1	5/4/2004	10		
SB-41-5	5-6	5/4/2004	9.4		
SB-19-0	0-1	5/4/2004	4.9		
SB-19-5	5-6	5/4/2004	7.1		
SB-1-0	0-1	5/4/2004	17		
SB-3-0	0-1	5/4/2004	8		
SB-11-0	0-1	5/4/2004	12		
SB-21-0	0-1	5/4/2004	140		
SB-68-0	0-1	5/4/2004	16		
SB-55-0	0-1	5/4/2004	7		
SB-66-0	0-1	5/4/2004	12		
SB-58-0	0-1	5/4/2004	7.8		
SB-58-5	5-6	5/4/2004	13		
SB-60-0	0-1	5/4/2004	11		
SB-60-5	5-6	5/4/2004	19		
SB-49-0	0-1	5/4/2004	12		

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
	SB-49-5	5-6	5/4/2004	12	4.6
	SB-50-0	0-1	5/4/2004	10	
Iron	MW-16	2-4	5/5/2011	33700	11000
	MW-17	2-4	5/5/2011	55700	
	MW-25	3-5	5/5/2011	27800	
	S-2	3-5	5/6/2011	22800	
	S-7	2-4	5/5/2011	20900	
	S-8	1-3	5/5/2011	43300	
	S-9	3-5	5/6/2011	39300	
	S-10	3-5	5/5/2011	17100	
	S-11	2-4	5/5/2011	14900	
	S-15	3-5	5/6/2011	49800	
	S-17	3-5	5/5/2011	11600	
	SS-4	SED	5/6/2011	18100	
	SS-6	SED	5/6/2011	25300	
	SS-7	SED	5/6/2011	14500	
	SW-1s	SED	6/1/2007	26000	
	SW-2s	SED	6/1/2007	34000	
	SW-3s	SED	6/1/2007	24000	
	SB-41-0	0-1	5/4/2004	56000	
	SB-41-5	5-6	5/4/2004	53000	
	SB-19-0	0-1	5/4/2004	40000	
	SB-19-5	5-6	5/4/2004	35000	
	SB-1-0	0-1	5/4/2004	28000	
	SB-3-0	0-1	5/4/2004	36000	
	SB-11-0	0-1	5/4/2004	65000	
	SB-21-0	0-1	5/4/2004	30000	
	SB-68-0	0-1	5/4/2004	60000	
	SB-55-0	0-1	5/4/2004	20000	
	SB-66-0	0-1	5/4/2004	37000	
	SB-66-5	0-1	5/4/2004	17000	
	SB-58-0	0-1	5/4/2004	22000	
	SB-58-5	5-6	5/4/2004	49000	
	SB-60-0	0-1	5/4/2004	46000	
SB-60-5	5-6	5/4/2004	22000		
SB-49-0	0-1	5/4/2004	34000		
SB-49-5	5-6	5/4/2004	38000	11000	
SB-50-0	0-1	5/4/2004	27000		
Manganese	S-8	1-3	5/5/2011	453	360
	S-15	3-5	5/6/2011	441	
	SB-21-0	0-1	5/4/2004	13000	
	SB-55-0	0-1	5/4/2004	400	
	SB-66-0	0-1	5/4/2004	1700	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
	SB-58-0	0-1	5/4/2004	1500	
	SB-60-0	0-1	5/4/2004	1200	
	SB-60-5	5-6	5/4/2004	380	
	SB-49-0	0-1	5/4/2004	1100	
	SB-50-0	0-1	5/4/2004	520	
Mercury	B-32-5	5	8/24/1994	3.8	1.9
Thallium	SW-1s	SED	6/1/2007	3.3	0.16
	SW-2s	SED	6/1/2007	2.6	
	SW-2s	SED	6/1/2007	3	
	SB-41-0	0-1	5/4/2004	11	
	SB-41-5	5-6	5/4/2004	12	
	SB-19-0	0-1	5/4/2004	8.2	
	SB-19-5	5-6	5/4/2004	8	
	SB-1-0	0-1	5/4/2004	12	
	SB-3-0	0-1	5/4/2004	7.6	
	SB-11-0	0-1	5/4/2004	12	
	SB-21-0	0-1	5/4/2004	6.3	
	SB-68-0	0-1	5/4/2004	10	
	SB-55-0	0-1	5/4/2004	6.3	
	SB-66-0	0-1	5/4/2004	6.5	
	SB-58-0	0-1	5/4/2004	3.4	
	SB-58-5	5-6	5/4/2004	12	
	SB-60-0	0-1	5/4/2004	10	
	SB-60-5	5-6	5/4/2004	6.7	
	SB-49-0	0-1	5/4/2004	7.9	
	SB-49-5	5-6	5/4/2004	9.5	
SB-50-0	0-1	5/4/2004	8.1		
Vanadium	SB-68-0	0-1	5/4/2004	160	78
	SB-60-5	5-6	5/4/2004	130	

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

Exhibit C
Legal Description
Former Beacon Manufacturing
BP#13023-09-11

Being approximately 42.27 acres situate in Swannanoa Township of Buncombe County of the State of North Carolina and all of Tract 1 of the property shown on plat recorded in Plat Book 80, Pages 185 and 186 of the Buncombe County Register of Deeds and being more particularly described as follows:

Beginning on a mason nail located S 16°52'16" E 429.18 feet from N.C. Geodetic monument "Swannanoa" having N. C. Grid, NAD 83(2011) coordinates of: N 691170.25 feet and E 990257.24 feet, said nail being in the eastern margin of Whitson Avenue and having coordinates of said datum of: N 690759.55 feet and E 990381.80 feet; thence with said margin N 21°05'44" W 270.44 feet to an unmarked point, hereinafter called: "point", at the intersection of said margin with the northern margin of Richmond Avenue; thence continuing with the eastern margin of Whitson Avenue N 21°05'44" W 106.73 feet to a point in said margin of Whitson Avenue; thence leaving said margin and with the southern and eastern boundary of the property of BVMC LLC as described in Deed Book 4633, Page 374 of said registry the following four courses and distances; thence (1) N 68°54'16" E 50.00 feet to a point; thence (2) N 01°31'14" E 40.50 feet to a point; thence (3) N 67°34'09" E 140.65 feet thence (4) N 67°33'54" E 20.71 feet to an iron pin near the western side of an unnamed branch; thence roughly parallel to said branch the following three courses and distances: (1) N 68°29'18" W 52.94 feet to an iron pin; thence (2) N 52°17'25" W 54.63 feet to an iron pin; thence (3) N 40°52'55" W 17.29 feet to an iron pin in the southern margin of U. S. Highway 70; thence with said margin the following two courses and distances: (1) N 67°04'46" E 361.26 feet to a right-of-way monument; thence (2) N 67°48'01" E 61.98 feet to a rebar; thence leaving said margin S 26°45'05" E 27.28 feet to an iron pin, the northernmost corner of Lot 57 of subdivision shown on Plat Book 24, Page 19 of said registry; thence with the western lines of Lots 57 through 63 of said subdivision the following four courses and distances: (1) S 09°06'44" W 95.72 feet to a rebar; thence (2) S 09°36'17" E 92.54 feet to a rebar; thence (3) S 18°36'22" E 156.22 feet to a leaning flat bar; thence (4) S 18°36'22" E 70.10 feet to a rebar, the common corner of Lot 63 of said subdivision, the property of GMG Investments, LLC shown on Plat Book 158, Page 1 of said registry and a corner of the 2.25± acre tract of land owned by Swannanoa Valley Properties, LLC described in Deed Book 3949, Page 727 of said registry; thence with the southern line of said Lot 63 S 50°59'12" E 115.82 feet to a rebar, the southernmost corner of said lot; thence S 65°34'01" E 57.42 feet to nail at the intersection of the eastern margin of Edwards Avenue and the northern margin of Richmond Avenue; thence with said northern margin which is the southern lot lines of Lots 13-22 of Plat Book 24, Page 18 of said registry, the following two courses and distances: (1) S 88°09'13" E 556.33 feet to a nail; thence (2) S 88°54'13" E 60.29 feet to a leaning iron pin; thence leaving said margin S 69°32'08" E 65.28 feet to a nail in the pavement of Richmond Avenue; thence with the eastern margin of Barker Street, S.R. 2854 and the western lines of Lots 7 and 8 of last mentioned plat S 23°09'47" E 161.44 feet to a rebar, the southwestern corner of said Lot 7; thence with the northern margin of said street and the southern line of said lot N 66°33'29" E 190.79 feet to a rebar; thence with the eastern margin of said street S 16°25'07" E 189.11 feet to an iron pin at the intersection of said eastern margin with the southern margin of Young Street; thence leaving said margin of Young Street S 16°25'07" E 99.82 feet to an iron pin, the southwestern corner of Lot 8 of Plat Book 27, Page 51 of said registry; thence S 15°12'07" E 94.97 feet to an iron pin; thence N 79°14'56" E 103.33 feet to a steel rod, the common southern corner of Lots 1 and 2 of Plat Book 29, Page 107 of said registry; thence with the southern lot line of said Lot 2 N 73°04'06" E 99.64 feet to a rebar, the southeastern corner of said Lot 2; thence S 70°24'13" W 53.36 feet to a point; thence S 69°57'13" W 149.95 feet to a nail; thence S 15°12'07" E 50.16 feet to a nail in the center of the Norfolk Southern Railway, Salisbury Line track; thence with the center of said track S 69°57'13" W 181.43 feet to a nail; thence leaving said center of said track N 10°52'35" W 50.63 feet to an iron pin; thence crossing said track S 04°42'13" W 110.08 feet to a P.K. nail in the southern portion of pavement of Main Street; thence S 69°57'13" W 134.95 feet to a nail in pavement of said street on a bridge over said branch; thence leaving said street and crossing said branch S 18°55'46" E 103.57 feet to a point on the southern bank of said branch; thence crossing said branch S 16°24'13" W 280.60 feet to a point; thence S 13°35'25" W 18.34 feet to a concrete right-of-way monument in the northern right-of-way of Interstate Highway 40; thence with said right-of-way the following nine courses and distances: (1) S 71°45'59" W 22.75 feet to an

iron pin in the eastern margin of Dennis Street; thence (2) with said margin N 35°54'50" W 104.61 feet to a point; thence (3) crossing said street S 54°05'10" W 59.98 feet to a concrete right-of-way monument in the western margin of said street; thence (4) with said margin S 35°54'18" E 85.52 feet to a concrete right-of-way monument; thence (5) S 71°46'31" W 515.03 feet to a concrete right-of-way monument; thence (6) S 67°14'49" W 256.42 feet to a concrete right-of-way monument; thence (7) N 13°30'29" W 21.64 feet to a concrete right-of-way monument; thence (8) S 69°21'00" W 256.22 feet to a concrete right-of-way monument; thence (9) S 79°44'10" W 280.04 feet to an iron pin; thence leaving said right-of-way and with the eastern boundary line of property of John R. Yelton as described in Deed Book 5380, Page 1290 and as shown on plat recorded in Plat Book 150, Page 103 of said registry N 17°10'05" W 257.70 feet to a point; thence leaving said property boundary S 89°06'05" E 104.92 feet to a rebar near the southern right-of-way of the aforementioned Norfolk Southern Salisbury Line, said right-of-way being 100 feet south of said track centerline; thence roughly with said right-of-way the following two courses and distances: (1) N 67°59'55" E 80.00 feet to a concrete nail; thence (2) N 73°59'55" E 101.00 feet to a point on a concrete pad; thence roughly perpendicular to said track N 19°00'05" W 56.00 feet to a rebar approximately 50 feet south of said track centerline; thence roughly parallel to said track N 70°01'02" E 497.18 feet to a chiseled "X" in concrete of the loading dock of a former Beacon Manufacturing building; thence roughly perpendicular to said tracks and crossing said track and Railroad Street N 14°27'39" W 100.43 to a rebar on the northern margin of Railroad Street; thence roughly parallel to said track S 69°57'55" W 247.50 feet to a nail in said margin at the eastern margin of Whitson Avenue; thence leaving said margin of Railroad Street and with the said eastern margin of Whitson Avenue the following two courses and distances: (1) N 21°35'44" W 264.50 feet to an iron pin; thence (2) N 21°35'44" W 589.40 feet to the point and place of Beginning.