

**Property Owner:** Metrolina Warehouse, LLC  
**Recorded in Book** \_\_\_\_\_, **Page** \_\_\_\_\_  
**Associated plat recorded in Plat Book** \_\_\_\_\_, **Page** \_\_\_\_\_

**NOTICE OF BROWNFIELDS PROPERTY**

**Brownfields Property Name: Davidson Depot II**

**Brownfields Project Number: 25019-21-060**

**This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Linden Mills, 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 301 Depot Street in the Town of Davidson, consisting of approximately 4.548 acres. Previous tenants include Linden Manufacturing, Davidson Cotton Mill, and Carolina Asbestos Company. The site was first developed in 1890 as a cotton mill warehouse and was utilized for warehousing, commercial, and retail through present

day. From the 1930s until around the 1960s, Carolina Asbestos Company manufactured asbestos containing materials (ACMs) at this location. Asbestos containing waste was disposed on the Brownfields Property, including a former holding pond located in the western portion of the site. The Brownfields Property is listed on the Inactive Hazardous Sites and Pollutant List under the name Carolina Asbestos Corp and assigned incident number NONCD0003035. From 1960 to 1976, the Brownfields Property was used by another company; the name and operations of which are not known at this time.

The Prospective Developer intends to redevelop the Brownfields Property for no uses other than retail, office, brewery or food production facility, restaurant, parking, industrial, hotel, warehousing, open space, and subject to DEQ's prior written approval, other commercial uses.

The main contaminant of concern on the Brownfields Property is asbestos fibers in the soil. Extensive sampling has been completed to determine the vertical and horizontal extent of impacted soil. The long term goal is permanent encapsulation of the ACMs on the Brownfields Property. An Asbestos Design Plan (ADP) and Environmental Management Plan (EMP) are required to be approved by DEQ prior to redevelopment activities.

**The Brownfields Agreement between Prospective Developer and DEQ is attached hereto as Exhibit A. It is required by NCGS § 130A-310.32 and 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. The Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.**

Attached as Exhibit B to this Notice is a reduction, to 8.5 inches x 11 inches, 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 land use restrictions below have been excerpted verbatim from paragraph 13 of the Brownfields Agreement, and all subparagraph letters/numbers are the same as those used in the Brownfields Agreement. The following land use restrictions are hereby imposed on the Brownfields Property:**

a. No use may be made of the Brownfields Property other than for retail, office, brewery or food production facility, restaurant, parking, industrial, hotel, open space, warehousing, and subject to DEQ's prior written approval, other commercial uses. For purposes of this restriction, the following definitions apply:

i. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, farmer's markets, food festivals, and the sales of food and beverage products, including from mobile establishments such as food trucks.

ii. Office is defined as a place where the business or professional services are provided.

iii. Brewery or Food Production Facility is defined as an establishment for the manufacture, sale and distribution of beverages or food products, including without limitation beer and ale, together with associated public roadways and related infrastructure.

iv. Restaurant is defined as a commercial business establishment that prepares and serves food and beverages, including alcoholic beverages under all applicable local, state, and federal regulations, to patrons.

v. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.

vi. Industrial is defined as the assembly, fabrication, processing, warehousing, or distribution of goods or materials, and can include flex parks, and research and development uses.

vii. Warehousing is defined as the use of a commercial building for storage of goods by manufacturers, importers, exporters, wholesalers, transport businesses among others, and also refers to the storage of goods and materials for a specific commercial establishment of a group of establishments in a particular type of industry or commercial activity.

viii. Hotel is defined as the provision of overnight lodging to paying customers, and to associated food services, gym, reservation, cleaning, utilities, parking, and on-site hospitality, management and reception services.

ix. Open space is defined as land maintained in a natural or landscaped state and used for natural resource protection, buffers, greenways, or detention facilities for stormwater.

x. Commercial is 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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards

Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

d. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 13.a above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved Asbestos Design Plan (ADP) and Environmental Management Plan (EMP) outlined in subparagraphs 13.e and i below, or a plan approved in writing in advance by DEQ.

e. Physical redevelopment of the Brownfields Property that includes disturbance of soil and/or cap(s) may not occur other than in accord, as determined by DEQ, with an ADP signed and sealed by a North Carolina Accredited Asbestos Project Designer and approved in writing by DEQ in advance of said redevelopment (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase), that is consistent with all the other land use restrictions and includes, at a minimum, the following:

i. procedures for asbestos fugitive emissions mitigation measures during development and post-development excavation(s) and/or soil disturbance(s) that may expose asbestos material in said soil;

ii. procedures for ambient and targeted sampling of air during development activities by a North Carolina-accredited air monitor to ensure the effectiveness of said fugitive emission mitigation measures;

iii. procedures for implementation of visual emission control measures during demolition and construction;

iv. procedures for the capping of all asbestos-containing soil, as approved by DEQ;

v. procedures for inspection and maintenance of said engineered cap(s) including financial assurance for operations and long-term maintenance, which assurance may include, but not be limited to, a demonstration that satisfies DEQ that the then owner of all or a portion of the Brownfields Property has sufficient cash flow or other assets to assure operations and long-term maintenance of said engineered cap(s);

vi. communications procedures for coordination with any local government authorities as to asbestos-related matters such as local asbestos management districts that may be set up in the future;

vii. communications procedures for coordination with Mecklenburg County Land Use and Environmental Services Agency (LUESA) Air Quality, Mecklenburg County Health and Human Services, DEQ and U.S. EPA for contingent emergency actions pertaining to asbestos-related matters as necessary; and

viii. a commitment to comply with any local ordinances regarding asbestos.

f. Prior to the transfer of the ownership of the Brownfields Property, or any portion thereof, the purchasing entity must demonstrate financial capability, to the satisfaction of DEQ, for the long term maintenance of said engineered cap as discussed in 13.e.v. above. The demonstration shall be submitted to DEQ for approval, which shall not be unreasonably withheld, conditioned, or delayed, and the parties agree that DEQ will make good faith efforts to approve or disapprove within forty-five (45) days from receipt. The submitted demonstration of financial

capability shall be deemed denied if DEQ issues no decision within the forty-five (45) day time period unless the parties agree in writing to an extension of time.

g. No new buildings constructed on the Brownfields Property may be occupied until a North Carolina Professional Engineer works with a North Carolina Accredited Asbestos Project Designer to implement the ADP outlined above in subparagraph 13.e to DEQ's written satisfaction as evidenced by said engineer's and designer's professional signatures/seals on as-built drawings and/or a report that includes photographs and a description of the installation of said measures and cap(s).

h. Following the completion of redevelopment activities pursuant to subparagraphs 13.e, g., and i, as evidenced by the issuance of the first certificate of occupancy, or similar governmental authorization, that allows for occupancy of the new or redeveloped significant structures on the Brownfields Property, continued use of the Brownfields Property is contingent on the owner(s) complying with the ADP to the satisfaction of DEQ, including cap maintenance. Prior to such completion, the temporary and other impervious areas not covered by building foundations, sidewalks, impervious patio areas, or asphaltic or concrete parking areas and driveways will be inspected on a weekly basis. Should observations of these areas indicate evidence of significant disturbance, DEQ will be notified and surfaces will be repaired to generally match pre-disturbance conditions, including placement of fill soil and/or vegetation, if applicable.

i. Physical redevelopment of the Brownfields Property that includes disturbance of soil and/or cap(s) 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:

- i. demolition of existing buildings, if applicable;
- ii. issues related to known or potential sources of contamination, including without limitation those resulting from contamination identified in paragraph 3 above;
- 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);
- v. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment; and
- vi. a commitment to utilize and comply with the ADP outlined above in subparagraph 13.e.

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

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

ii. soil grading and cut and fill actions;  
iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

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

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

vi. a summary of site activities as they pertain to the EMP and ADP.

k. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 13.a., above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding depth of cap(s);

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure and/or removal of vegetation that exceeds the depth of cap(s), 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 with work conducted in accordance with a DEQ-approved ADP as outlined in subparagraph 13.e; and

v. in connection to work conducted in accordance with a DEQ-approved EMP as outlined in subparagraph 13.i.

l. Following completion of redevelopment activities pursuant to subparagraphs 13.e, g., and h. above, as evidenced by the issuance of the first certificate of occupancy, or similar governmental authorization, that allows for occupancy of the new or redeveloped significant structures on the Brownfields Property, no use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling of any area on the Brownfields Property pursuant to a plan approved in writing by DEQ that is not covered by a cap, as outlined in subparagraph 13.e.iv., building foundations, sidewalks, impervious patio areas, or asphaltic or concrete parking areas and driveways.

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 13.i.

n. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified 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. as fuel or other fluids customarily used in vehicles, landscaping equipment and emergency generators;

iii. as constituents of products and materials customarily used and stored for purposes ancillary to the uses approved in subparagraph 13.a., provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws;

iv. as constituents of products customarily used on or within construction or building materials in existing and/or future buildings, provided that no new asbestos-containing materials will be installed on the Brownfields Property.

o. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below, may be occupied until DEQ determines in writing that:

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

ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate vapors for subgrade building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, and that said design shall fully protect public health to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

2. installed and an installation report is submitted for written DEQ approval that includes details on any deviations from the system design, as-built diagrams, photographs, and a description of the installation with said engineer's professional seal confirming that the system was installed per the DEQ-approved design and will be protective of public health.

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

q. 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.

r. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_\_, Page \_\_\_\_\_." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other

confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest 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 XVII (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

s. During January of each year after the year in which the Notice referenced below in paragraph 17 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update (“LURU”) to DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. The submitted LURU shall state the following:

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

ii. the transferee’s name, mailing address, telephone number, and contact person’s e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;

iii. whether engineered caps under the approved ADP required in subparagraph 13.e and implemented in 13.g above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media.

iv. whether any soil caps installed pursuant to subparagraph 13.e and g above are being maintained such that they are intact, uncompromised, in good condition and continuing to serve as barriers to the soil contamination in relation to which they were installed.

v. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 13.o above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system.

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

vii. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 22 and 24 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

**For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ Brownfields Property Management Unit referenced in subparagraph 32.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 \_\_\_\_\_, 202\_\_.

Linden Mills, LLC

By: \_\_\_\_\_  
Stephen L. Thomas  
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: \_\_\_\_\_

\*\*\*\*\*

**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.

Metrolina Warehouse, LLC

By: \_\_\_\_\_  
Cynthia Chirot Date \_\_\_\_\_

State of \_\_\_\_\_  
\_\_\_\_\_ 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: \_\_\_\_\_

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**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:

\_\_\_\_\_  
Michael Scott  
Director, Division of Waste Management

\_\_\_\_\_  
Date

**EXHIBIT A**

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Linden Mills, LLC

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Davidson Depot II
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	301 Depot Street
Brownfields Project No. <b>25019-21-060</b>	)	Davidson, Mecklenburg County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and Linden Mills, LLC (collectively the “Parties”) pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”) for the property located at 301 Depot Street, Davidson, Mecklenburg County (the “Brownfields Property”). A map showing the location of the Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

The Prospective Developer is Linden Mills, LLC a North Carolina Limited Liability Company, headquartered at 516 N Tryon Street, Charlotte, North Carolina 28202. Its manager is Stephen L. Thomas of the same address.

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 X (Certification), Section XI (DEQ’s Covenant Not to Sue and Reservation of Rights) and Section XII (Prospective Developer’s Covenant Not to Sue), the potential liability of Linden Mills, LLC for contaminants at the Brownfields Property.

The Parties agree that Linden Mills, LLC’s entry into this Agreement, and the actions

undertaken by Linden Mills, LLC in accordance with the Agreement, do not constitute an admission of any liability by Linden Mills, LLC for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit Linden Mills, 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 Linden Mills, LLC.

**III. BROWNFIELDS PROPERTY INFORMATION SUMMARY**

3. Relevant information about the history, ownership, and uses of the Brownfields Property is provided in the following summary table. Refer to the Exhibit 2 to this Agreement that presents data table(s) of the contaminants present at the Brownfields Property at concentrations above their applicable standards or screening levels for each media sampled.

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
Parcel Address(es) & Parcel IDs	301 Depot Street, Davidson, Mecklenburg County Tax Parcel ID 00325301
Acreage	4.548 acres
Current Property Owner	Metrolina Warehouse, LLC
Current Land Use(s)	Retail and warehousing
Site Vicinity Land Use(s)	Residential, railroad tracks, retail, and commercial use
Proposed Reuse(s)	Retail, office, brewery or food production facility, restaurant, parking, industrial, hotel, warehousing, open space, and subject to DEQ’s prior written approval, other commercial uses.

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
Public Benefits of Reuse	Permanent capping solution to asbestos impacted areas Job Creation Increased tax base
Existing Land Use Restrictions Prior to Brownfields Agreement	None

ENVIRONMENTAL INFORMATION SUMMARY	
Historical Operations & Contaminant Sources	<p>First developed in 1890 as a warehouse for a cotton mill. Additions were constructed in 1940s and 1950s resulting in the current footprint of the warehouse and building located on the eastern portion of the Brownfields Property. The building is one story and comprises approximately 42,700 square feet. The warehouse on the western portion of the Brownfields Property was developed in 1976 and comprises approximately 10,800 square feet. Concrete-paved and gravel lined parking areas are located between the two structures.</p> <p>Previous tenants include Linden Manufacturing, Davidson Cotton Mill, and Carolina Asbestos Company. From the 1930s until around the 1960s, Carolina Asbestos Company was a manufacturer of asbestos containing materials (ACMs). From 1960 to 1976, the Brownfields Property was used by another company; the name and operations of which are not known at this time. Asbestos containing waste was disposed on the Brownfields property, including a former holding pond located in the western portion of the site.</p> <p>Through the years the disposal area soil cap eroded, due to erosion and daily use, as result friable asbestos was observed at ground surface in mid-1980s. An investigation was conducted after a nearby resident filed a complaint with the Mecklenburg County Department of Environmental Health (“Meck County”) on February 3, 1984. In late 1984, the holding pond disposal area was closed by placement of compacted layers of soil, vegetative ground cover and/or asphalt parking and the area was secured. Consequently, Meck County concluded that the site was in compliance with mandated requirements.</p> <p>In September 2016, the DEQ Superfund Program submitted a request to the EPA Superfund Emergency Response,</p>

**ENVIRONMENTAL INFORMATION SUMMARY**

	<p>Removal, Prevention, and Preparedness Branch (ERRPPB) to conduct a Removal Site Evaluation (RSE) in areas surrounding the Brownfields Property.</p> <p>From November 2016 through April 2017, EPA investigated potential ACMs in the residential areas surrounding the site. In May 2017, EPA began off-site ACM removal operations. The DEQ Inactive Hazardous Sites Branch (IHSB) assigned incident number NCNOOO405052 under the name Davidson Asbestos for the project.</p> <p>In January 2017, the Brownfields Property owner (Metrolina Warehouse, LLC) retained S&amp;ME to conduct repair operations in the former holding pond disposal area. Repair activities included sealing animal burrow holes, removing and replacing vegetation, and installation of erosion control matting. At this time Metrolina Warehouse, LLC is responsible for inspecting and maintaining the cap under the oversight of DEQ IHSB until the property is redeveloped or sold to a new owner. Currently, this property is listed on the Inactive Hazardous Sites and Pollutant List under the name Carolina Asbestos Corp and incident number NONCD0003035.</p> <p>In response to community concerns at the January 2020 virtual public meeting, DEQ and EPA ERRPPB expanded the asbestos-soil sampling area in the surrounding neighborhood of the Brownfields Property. Removal activities were conducted from April through early June 2021.</p>
<p><b>Current Operations/Activities</b></p>	<p>Retail and warehousing</p>
<p><b>Contaminated Media</b></p>	<p>Soil on the Brownfields Property is impacted with ACM.</p> <p>Groundwater impacts include: methyl ethyl ketone (2-butanone) detected in a sample collected from temporary monitoring well GW-03 and metals detected in samples collected from temporary monitoring wells GW-01 through GW-03 above applicable screening levels for arsenic, barium, chromium, lead, and selenium.</p> <p>Soil vapor samples were collected in August 2016. No constituents were detected above the non-residential screening levels.</p>

ENVIRONMENTAL INFORMATION SUMMARY	
ID Numbers/Permits	Carolina Asbestos Corp NONCD0003035 Davidson Asbestos NCNOOO405052 Recycled Paints, EPA ID NCN986204998. Previous tenant located at 216 Eden Street. As of May 2014, they are no longer operating on the Brownfields Property.
Onsite Receptors Considered	Workers, Visitors
Potential Offsite Receptors Considered	Residents are located immediately adjacent to the Brownfields Property. Exposure to asbestos containing soils in the air and ground is a concern and will be addressed in the site-specific Asbestos Design Plan (ADP) referenced in paragraph 13.e.
Potential offsite migration pathways	Asbestos fibers are the main concern for off-site migration during redevelopment activities and use of the Brownfields property. Land Use Restrictions to address these potential issues are listed below in subparagraphs 13.e, , g, h and i.

4. Environmental reports regarding the Brownfields Property referred to hereinafter as the “Environmental Reports,” include, but are not limited to:

a. Other available reports:

Title	Prepared by	Date of Report
Asbestos Wipe Sample Report	Hart & Hickman, PC	December 4, 2019
Asbestos Survey Report	Hart & Hickman, PC	December 4, 2019
Asbestos Monitoring Metrolina Warehouse Slope Correction	S&ME	February 6, 2017
Geotechnical Engineering Letter Report	S&ME	January 25, 2017
Limited Site Investigation Report	Terracon Consultants, Inc.	October 20, 2016
Asbestos in Soil Survey Report	Terracon Consultants, Inc.	June 17, 2016
Site Observations Metrolina Warehouse Site	MACTEC Engineering and Consulting, Inc.	September 29, 2008
Report of Phase I Environmental Site Assessment	MACTEC Engineering and Consulting, Inc.	December 20, 2007
Report of Environmental Services	Law Engineering and Environmental	February 14, 2002

Title	Prepared by	Date of Report
	Services, Inc.	
Report of Subsurface Asbestos Investigation	Law Engineering and Environmental Services, Inc.	February 18, 2002
Asbestos Reports Metrolina Warehouse 1980s	Various Correspondences	1984

b. Other applicable off-site reports:

Title	Prepared by	Date of Report
Final Davidson Asbestos Removal Action Report	Tetra Tech, Inc.	January 3, 2018
Removal Action Report Appendix E	Tetra Tech, Inc.	January 3, 2018

#### IV. PROSPECTIVE DEVELOPER'S INVOLVEMENT

5. 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 the Environmental Reports, including previously prepared Draft Environmental Management Plan (EMP) and Draft ADP, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated February 25, 2021 and contracting to purchase the Brownfields Property on February 10, 2021.

6. 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.

7. Prospective Developer has paid to DEQ the \$2,000 initial fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$6,000 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 (DOJ) of all activities related to this Agreement as of the date of this agreement. If a change or amendment to this agreement is sought to after it is in effect, or an enforcement action for any violation takes place, there shall be an additional fee of at least \$1,000.

## V. BENEFIT TO COMMUNITY

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

- a. an increase in the Brownfields Property's productivity;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- c. the creation of jobs;
- d. an increase in tax revenue for affected jurisdictions;
- e. additional retail, office, commercial, and hotel space for the area;
- f. removal and capping of asbestos impacted areas during redevelopment; and
- g. "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields").

## VI. WORK TO BE PERFORMED

9. The guidelines as embodied in their most current version, including parameters, principles and policies within which the desired results are to be accomplished are (as to: field procedures, laboratory testing, Brownfields Program requirements, and remedial or mitigation measures):

- a. the Guidelines of the Inactive Hazardous Sites Branch of DEQ's Superfund Section;
- b. the Division of Waste Management Vapor Intrusion Guidance;
- c. the Brownfields Program Assessment Work Plan Checklist; and
- d. the Brownfields Survey Plat Checklist.

10. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Brownfields Property, using the nine (9) credit categories incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) certification program (Integrative Process, Location and Transportation, Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, Indoor Environmental Quality, Innovation, and Regional Priority), or a similar program.

11. Based on the information in the Environmental Reports, other available reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section XI 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 ADP as specified in subparagraph 13.e. and DEQ-approved EMP as specified in subparagraph 13.i below actions associated with the placement/maintenance of any asbestos cap as described in subparagraph(s) 13.e,g, and h below.

12.a. Based on the type and concentrations of impacts to soil and groundwater detected during assessment activities as outlined in paragraph 3 above, vapor intrusion exposure routes do not appear to present a risk to site occupants as of the effective date of this Agreement. Therefore, the condition of subparagraph 13.o below has been met for the existing site buildings as of the recorded date of this Agreement.

b. Based on the information provided to DEQ to document that Prospective Developer has or can obtain the financial means to fully implement this Agreement and assure

the safe use of the Brownfields Property, the condition of subparagraph 13.e.v. below has been met for the Prospective Developer and its contemplated redevelopment of the Brownfields Property as of the recorded date of this Agreement.

## VII. LAND USE RESTRICTIONS

13. By way of the Notice of Brownfields Property referenced below in paragraph 17, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment instead of remediation to unrestricted use standards.

a. No use may be made of the Brownfields Property other than for retail, office, brewery or food production facility, restaurant, parking, industrial, hotel, open space, warehousing, and subject to DEQ's prior written approval, other commercial uses. For purposes of this restriction, the following definitions apply:

i. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, farmer's markets, food festivals, and the sales of food and beverage products, including from mobile establishments such as food trucks.

ii. Office is defined as a place where the business or professional services are provided.

iii. Brewery or Food Production Facility is defined as an establishment for the manufacture, sale and distribution of beverages or food products, including without limitation

beer and ale, together with associated public roadways and related infrastructure.

iv. Restaurant is defined as a commercial business establishment that prepares and serves food and beverages, including alcoholic beverages under all applicable local, state, and federal regulations, to patrons.

v. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.

vi. Industrial is defined as the assembly, fabrication, processing, warehousing, or distribution of goods or materials, and can include flex parks, and research and development uses.

vii. Warehousing is defined as the use of a commercial building for storage of goods by manufacturers, importers, exporters, wholesalers, transport businesses among others, and also refers to the storage of goods and materials for a specific commercial establishment of a group of establishments in a particular type of industry or commercial activity.

viii. Hotel is defined as the provision of overnight lodging to paying customers, and to associated food services, gym, reservation, cleaning, utilities, parking, and on-site hospitality, management and reception services.

ix. Open space is defined as land maintained in a natural or landscaped state and used for natural resource protection, buffers, greenways, or detention facilities for stormwater.

x. Commercial is 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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

d. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 13.a above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved Asbestos Design Plan (ADP) and Environmental Management Plan (EMP) outlined in subparagraphs 13.e and i below, or a plan approved in writing in advance by DEQ.

e. Physical redevelopment of the Brownfields Property that includes disturbance of soil and/or cap(s) may not occur other than in accord, as determined by DEQ, with an ADP signed and sealed by a North Carolina Accredited Asbestos Project Designer and approved in writing by DEQ in advance of said redevelopment (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase), that is consistent with all the other land use

restrictions and includes, at a minimum, the following:

i. procedures for asbestos fugitive emissions mitigation measures during development and post-development excavation(s) and/or soil disturbance(s) that may expose asbestos material in said soil;

ii. procedures for ambient and targeted sampling of air during development activities by a North Carolina-accredited air monitor to ensure the effectiveness of said fugitive emission mitigation measures;

iii. procedures for implementation of visual emission control measures during demolition and construction;

iv. procedures for the capping of all asbestos-containing soil, as approved by DEQ;

v. procedures for inspection and maintenance of said engineered cap(s) including financial assurance for operations and long-term maintenance, which assurance may include, but not be limited to, a demonstration that satisfies DEQ that the then owner of all or a portion of the Brownfields Property has sufficient cash flow or other assets to assure operations and long-term maintenance of said engineered cap(s);

vi. communications procedures for coordination with any local government authorities as to asbestos-related matters such as local asbestos management districts that may be set up in the future;

vii. communications procedures for coordination with Mecklenburg County Land Use and Environmental Services Agency (LUESA) Air Quality, Mecklenburg County Health and Human Services, DEQ and U.S. EPA for contingent emergency actions

pertaining to asbestos-related matters as necessary; and

viii. a commitment to comply with any local ordinances regarding asbestos.

f. Prior to the transfer of the ownership of the Brownfields Property, or any portion thereof, the purchasing entity must demonstrate financial capability, to the satisfaction of DEQ, for the long term maintenance of said engineered cap as discussed in 13.e.v. above. The demonstration shall be submitted to DEQ for approval, which shall not be unreasonably withheld, conditioned, or delayed, and the parties agree that DEQ will make good faith efforts to approve or disapprove within forty-five (45) days from receipt. The submitted demonstration of financial capability shall be deemed denied if DEQ issues no decision within the forty-five (45) day time period unless the parties agree in writing to an extension of time.

g. No new buildings constructed on the Brownfields Property may be occupied until a North Carolina Professional Engineer works with a North Carolina Accredited Asbestos Project Designer to implement the ADP outlined above in subparagraph 13.e to DEQ's written satisfaction as evidenced by said engineer's and designer's professional signatures/seals on as-built drawings and/or a report that includes photographs and a description of the installation of said measures and cap(s).

h. Following the completion of redevelopment activities pursuant to subparagraphs 13.e, g., and i, as evidenced by the issuance of the first certificate of occupancy, or similar governmental authorization, that allows for occupancy of the new or redeveloped significant structures on the Brownfields Property, continued use of the Brownfields Property is contingent on the owner(s) complying with the ADP to the satisfaction of DEQ, including cap

maintenance. Prior to such completion, the temporary and other impervious areas not covered by building foundations, sidewalks, impervious patio areas, or asphaltic or concrete parking areas and driveways will be inspected on a weekly basis. Should observations of these areas indicate evidence of significant disturbance, DEQ will be notified and surfaces will be repaired to generally match pre-disturbance conditions, including placement of fill soil and/or vegetation, if applicable.

i. Physical redevelopment of the Brownfields Property that includes disturbance of soil and/or cap(s) 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:

i. demolition of existing buildings, if applicable;

ii. issues related to known or potential sources of contamination, including without limitation those resulting from contamination identified in paragraph 3 above;

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);

v. plans for the proper characterization and DEQ approval of both fill soil

before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment; and

vi. a commitment to utilize and comply with the ADP outlined above in subparagraph 13.e.

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

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

ii. soil grading and cut and fill actions;

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

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

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

vi. a summary of site activities as they pertain to the EMP and ADP.

k. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 13.a., above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding depth of cap(s);

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure and/or removal of vegetation that exceeds the depth of cap(s), 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 with work conducted in accordance with a DEQ-approved ADP as outlined in subparagraph 13.e; and

v. in connection to work conducted in accordance with a DEQ-approved EMP as outlined in subparagraph 13.i.

l. Following completion of redevelopment activities pursuant to subparagraphs 13.e, g., and h. above, as evidenced by the issuance of the first certificate of occupancy, or similar governmental authorization, that allows for occupancy of the new or redeveloped significant structures on the Brownfields Property, no use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil

sampling of any area on the Brownfields Property pursuant to a plan approved in writing by DEQ that is not covered by a cap, as outlined in subparagraph 13.e.iv., building foundations, sidewalks, impervious patio areas, or asphaltic or concrete parking areas and driveways.

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 13.i.

n. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified 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. as fuel or other fluids customarily used in vehicles, landscaping equipment and emergency generators;

iii. as constituents of products and materials customarily used and stored for purposes ancillary to the uses approved in subparagraph 13.a., provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws;

iv. as constituents of products customarily used on or within construction or building materials in existing and/or future buildings, provided that no new asbestos-containing materials will be installed on the Brownfields Property.

o. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below, may be occupied until DEQ determines in writing that:

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

ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate vapors for subgrade building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, and that said design shall fully protect public health to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

2. installed and an installation report is submitted for written DEQ approval that includes details on any deviations from the system design, as-built diagrams, photographs, and a description of the installation with said engineer's professional seal confirming that the system was installed per the DEQ-approved design and will be protective of public health.

p. The owner of any portion of the Brownfields Property where any existing, or

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

q. 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.

r. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_\_, Page \_\_\_\_\_." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest 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 XVII (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

s. During January of each year after the year in which the Notice referenced below in paragraph 17 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update (“LURU”) to DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. The submitted LURU shall state the following:

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

ii. the transferee’s name, mailing address, telephone number, and contact person’s e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;

iii. whether engineered caps under the approved ADP required in subparagraph 13.e and implemented in 13.g above are being inspected and maintained to prevent erosion and/or human exposure to contaminated soil or other media.

iv. whether any soil caps installed pursuant to subparagraph 13.e and g above are being maintained such that they are intact, uncompromised, in good condition and

continuing to serve as barriers to the soil contamination in relation to which they were installed.

v. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 13.o above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system.

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

vii. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 22 and 24 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

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

15. 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.

#### VIII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

16. In addition to providing access to the Brownfields Property pursuant to subparagraph **13.q** above, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

17. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property (“Notice”) for the Brownfields Property containing, inter alia, the land use restrictions set forth in Section VI (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 in the Mecklenburg 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.

18. This Agreement shall be attached as Exhibit A to the Notice. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book \_\_\_\_\_, Page \_\_\_\_\_.” A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

19. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within 30 days of the effective date of this Agreement.

## IX. DUE CARE/COOPERATION

20. 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 subparagraph 32.a. below of any such required notification.

## X. CERTIFICATION

21. 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 February 25, 2021 by which it applied for this Agreement or as modified herein. That use is that which is provided in paragraph 15.a. of this Agreement. 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.

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

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

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Brownfields Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Brownfields Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Brownfields Property.
- e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the

Brownfields Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Brownfields Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Brownfields Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Brownfields Property fully protective of public health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under NCGS § 130A-310.35.

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

24. 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.

25. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 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.

#### XII. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

26. In consideration of DEQ's Covenant Not To Sue in Section XI 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.

#### XIII. PARTIES BOUND

27. 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.

#### XIV. DISCLAIMER

28. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2).

However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

29. 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.

#### XV. DOCUMENT RETENTION

30. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or

inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

#### XVI. PAYMENT OF ENFORCEMENT COSTS

31. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section VI (Work to be Performed) and Section VII (Land Use Restrictions), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

#### XVII. NOTICES AND SUBMISSIONS

32. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information or delivery method, all notices and submissions pursuant to this Agreement shall be sent by prepaid first-class U.S. mail or courier service, as follows:

a. for DEQ:

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

b. for Prospective Developer:

Stephen L. Thomas (or successor in function)  
Linden Mills, LLC  
516 N Tryon Street  
Charlotte, NC 28202

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.

#### XVIII. EFFECTIVE DATE

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in NCGS § 130A-310.35(b). If the Agreement is not signed by Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and to invalidate its signature on this Agreement.

#### XIX. TERMINATION OF CERTAIN PROVISIONS

34. If any Party believes that any or all of the obligations under Section IX (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).

#### XX. CONTRIBUTION PROTECTION

35. 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.

36. 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.

37. 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.

#### XXI. PUBLIC COMMENT

38. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last of the following public notice tasks occurs: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Brownfields Property is located; conspicuous posting of a copy of said summary at the Brownfields Property; and mailing or delivery of a copy of the summary to each owner of property contiguous to the Brownfields Property. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:  
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
By:

---

Michael Scott  
Director, Division of Waste Management

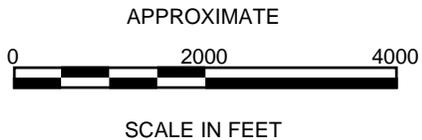
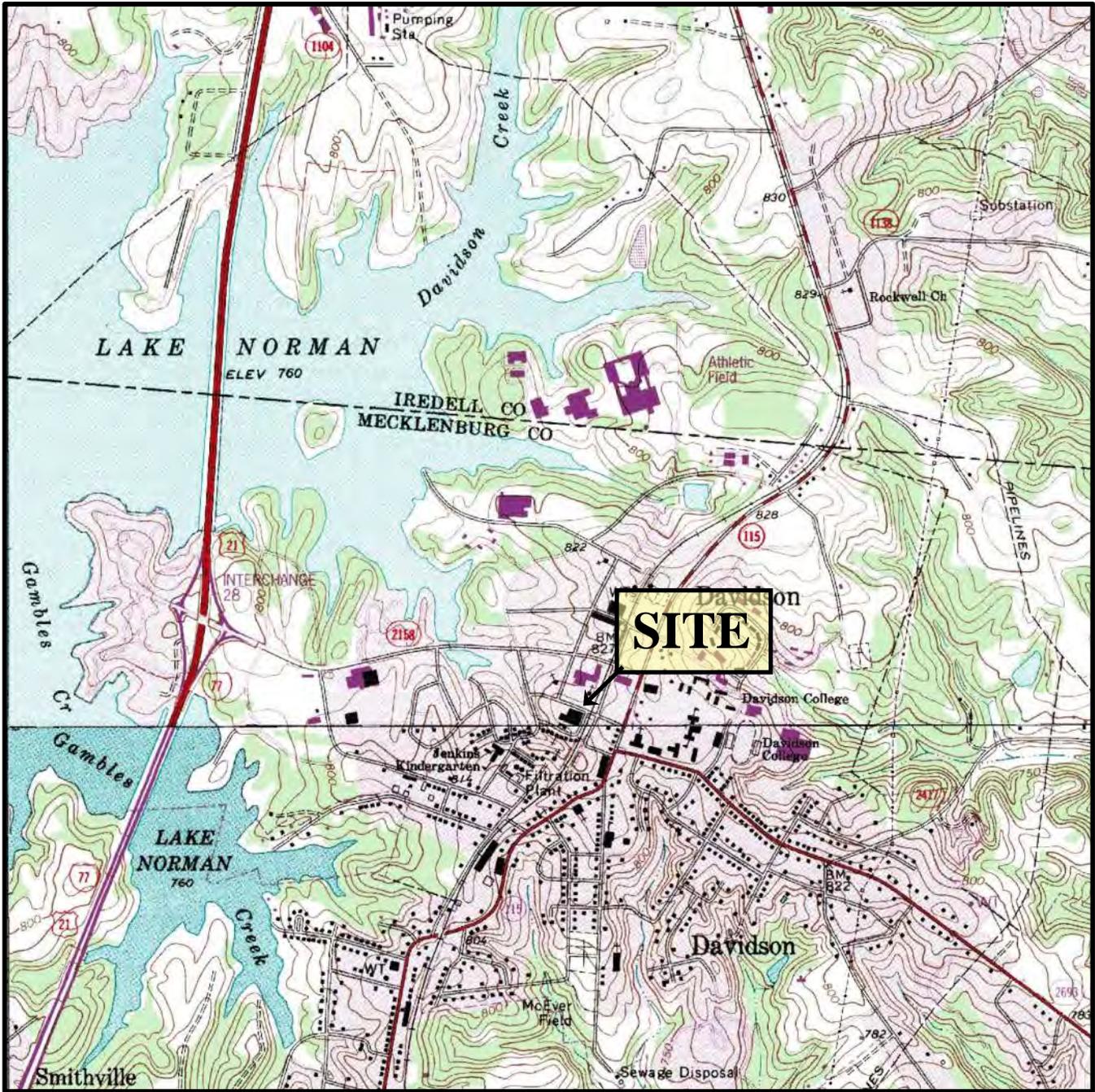
Date

IT IS SO AGREED:  
Linden Mills, LLC  
By:

---

Stephen L Thomas  
Manager

Date



U.S.G.S. QUADRANGLE MAP  
**MOORESVILLE, NORTH CAROLINA 1996**

QUADRANGLE  
 7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE	<b>SITE LOCATION MAP</b>		
PROJECT	METROLINA WAREHOUSE 301 DEPOT STREET DAVIDSON, NORTH CAROLINA		
 2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007 (p) 704-586-0373 (f)			
SMARTER ENVIRONMENTAL SOLUTIONS			
DATE:	7-30-2019	REVISION NO:	0
JOB NO:	LAT-002	FIGURE:	1

## Exhibit 2

The most recent environmental sampling at the Brownfields Property reported in the Environmental Reports occurred on August 19, 2016. The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels, the most recent concentration found at each sample location, and the applicable standard or screening level. Screening levels and groundwater standards are shown for reference only and are not set forth as cleanup levels for purposes of this Agreement.

### GROUNDWATER

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

Groundwater Contaminant	Sample Location	Date of Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Arsenic	GW-01	8/18/2016	14.7	10
	GW-03	8/18/2016	10.9	
Barium	GW-01	8/18/2016	5,520	700
	GW-02	8/18/2016	1,280	
	GW-03	8/18/2016	2,010	
Chromium	GW-01	8/18/2016	411	10
	GW-02	8/18/2016	236	
	GW-03	8/18/2016	126	
Lead	GW-01	8/18/2016	115	15
	GW-02	8/18/2016	24.7	
	GW-03	8/18/2016	178	
Selenium	GW-01	8/18/2016	35.7	20
Methyl Ethyl Ketone (2-Butanone)	GW-03	8/18/2016	5.7	4

SOIL

The soil concentrations detected on the Brownfields Property were below the Industrial/Commercial Use screening levels listed on the Preliminary Soil Remediation Goals for of the Inactive Hazardous Sites Branch of DEQ’s Superfund Section (January 2021 version). The main contaminant of concern is asbestos in soil. The following table shows samples on the Brownfields Property above 0.25% chrysotile, which is the EPA threshold for removal action in the surrounding area.

Boring Locations	Asbestos Sample Number	Asbestos Sample Depth	Date of Sampling	Analytical Results (Weighted Concentration)
B1	1-1	1 – 2 <sup>1/2</sup>	8/3/2015	37% Chrysotile
B1	1-2	3 <sup>1/2</sup> – 5	8/3/2015	21% Chrysotile
B2	2-1	1 – 2 <sup>1/2</sup>	8/3/2015	19% Chrysotile
B2	2-2	6 – 7 <sup>1/2</sup>	8/3/2015	21% Chrysotile
B7	3-1	1 – 2 <sup>1/2</sup>	8/3/2015	0.68% Chrysotile
B6	5-1	1 – 2 <sup>1/2</sup>	8/3/2015	14% Chrysotile
B3	9-1	1 – 2 <sup>1/2</sup>	8/3/2015	72% Chrysotile
B3	9-2	3 <sup>1/2</sup> – 5	8/3/2015	72% Chrysotile
B3	9-3	8 <sup>1/2</sup> – 10	8/3/2015	52% Chrysotile
B3	9-5	18 <sup>1/2</sup> – 20	8/3/2015	1% Chrysotile
B15	1-1	1 – 2 <sup>1/2</sup>	9/11/2015	2% Chrysotile
B16	2-1	1 – 2 <sup>1/2</sup>	9/11/2015	32% Chrysotile
B16	2-2	3 <sup>1/2</sup> – 5	9/11/2015	69% Chrysotile
B16	2-3	8 <sup>1/2</sup> – 10	9/11/2015	53% Chrysotile
B14	3-1	3 <sup>1/2</sup> – 5	9/11/2015	42% Chrysotile
B14	3-2	8 <sup>1/2</sup> – 10	9/11/2015	82% Chrysotile
B17	4-1	1 – 2 <sup>1/2</sup>	9/11/2015	66% Chrysotile
B17	4-2	8 <sup>1/2</sup> – 10	9/11/2015	5% Chrysotile
B18	5-1	1 – 2 <sup>1/2</sup>	9/11/2015	4% Chrysotile
B18	5-2	3 <sup>1/2</sup> – 5	9/11/2015	57% Chrysotile
B13	6-1	1 – 2 <sup>1/2</sup>	9/11/2015	69% Chrysotile
B12	7-1	1 – 2 <sup>1/2</sup>	9/11/2015	56% Chrysotile

Boring Locations	Asbestos Sample Number	Asbestos Sample Depth	Date of Sampling	Analytical Results (Weighted Concentration)
B12	7-2	13 <sup>1/2</sup> – 15	9/11/2015	5% Chrysotile
B11	8-1	1 – 2 <sup>1/2</sup>	9/11/2015	48% Chrysotile
B-11	8-2	6 – 7 <sup>1/2</sup>	9/11/2015	7% Chrysotile
B19	9-1	1 – 2 <sup>1/2</sup>	9/11/2015	1% Chrysotile
B10	11-1	1 – 2 <sup>1/2</sup>	9/11/2015	21% Chrysotile

GENERAL NOTES:

ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.

THIS BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATE OF THE FIELD SURVEY.

BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2007.

COORDINATE VALUES SHOWN HEREON ARE GRID (US SURVEY FOOT) BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD 83/2007. THE AVERAGE COMBINED FACTOR USED FOR THE PROJECT WAS 0.999848308.

THE LOCATION OF UTILITIES AS SHOWN HEREON, WHETHER PUBLIC OR PRIVATE, ARE BASED ON THE LOCATION OF VISIBLE APPURTENANCES, IDENTIFICATIONS/MARKINGS BY UTILITY LOCATORS AND INFORMATION PROVIDED BY THE OWNERS OF SAID UTILITIES AND ARE APPROXIMATE ONLY. OTHER UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION PROJECTS. DGG CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITY LOCATIONS.

SANITARY SEWER AS-BUILTS WERE NOT AVAILABLE FOR THIS AREA. WE IDENTIFIED THE PIPE TYPES AND SIZES TO THE BEST OF OUR ABILITY AS OBSERVED IN THE FIELD FROM THE SURFACE. THIS IS DIFFICULT AT TIMES AND NOT ALWAYS ACCURATE WITHOUT AS-BUILT PLANS TO CONFIRM.

PARKING SPACE BREAKDOWN:

- STANDARD: 24
- HANDICAPPED: 2

FLOOD ZONE:

ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 371046400K, MAP REVISED MARCH 2, 2009, THE SUBJECT PARCEL DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE.

BUILDING FOUNDATIONS MAY OR MAY NOT EXIST UPON THE SUBJECT PROPERTY. ONLY VISIBLE ABOVE GROUND EVIDENCE OBSERVED AT THE TIME OF THE SURVEY WAS LOCATED. NO EXCAVATION OF ANY KIND WAS PERFORMED TO VERIFY THE EXISTENCE OR NONEXISTENCE OF BUILDING FOUNDATIONS.

ZONING INFORMATION:

ACCORDING TO THE TOWN OF DAVIDSON PLANNING DEPARTMENT LOT 1 IS CURRENTLY ZONED "VILLAGE EDGE AND VILLAGE COMMERCE PLANNING AREAS"; LOT 2 IS CURRENTLY ZONED "VILLAGE INFILL PLANNING AREA".

REFERENCES:

- 1. DEEDS AND MAPS AS SHOWN HEREON.
2. DEED BOOK 3813, PAGE 675; DEED BOOK 16712, PAGE 130; DEED BOOK 18181, PAGE 720
3. SOUTHERN RAILWAY COMPANY MAP RECORD NUMBER 0450
4. MAP OF TOWN OF DAVIDSON PROPERTY PROVIDED BY DUKE POWER (MOUNTAIN ISLAND FILE NO. 1136)
5. "PRELIMINARY" ALTA/ACSM LAND TITLE SURVEY OF SUBJECT PROPERTY PREPARED BY THIS FIRM 08/13/2021.

BROWNFIELDS NOTES:

- 1. THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING. A LISTING OF THE TECHNICAL REPORTS USED TO PREPARE THIS PLAN ARE AVAILABLE IN THE BROWNFIELDS AGREEMENT FOR THIS PROPERTY.
2. LOCATIONS OF SOIL BORING AND GROUNDWATER SAMPLING POINTS AS SHOWN HEREON ARE APPROXIMATE AS SCALED FROM ASBESTOS IN SOIL SURVEY REPORT PREPARED BY TERRACON CONSULTANTS, INC. DATED JUNE 17, 2016.

I, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

REVIEW OFFICER DATE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MAPPING REQUIREMENTS PURSUANT TO NORTH CAROLINA GENERAL STATUTE 47-30 AS AMENDED.

I FURTHER CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION, AND THAT THE GRID AND GRID COORDINATES SHOWN ARE DERIVED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

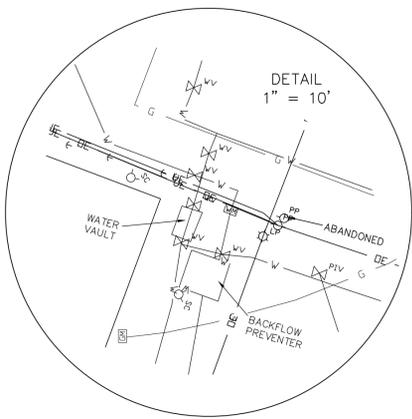
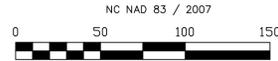
- 1) CLASS OF SURVEY: 'A'
2) POSITIONAL ACCURACY: 0.10' +/-
3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC
4) DATE OF SURVEY: 02/04/08
5) DATUM/EPOCH: NAD 83 / 2007
6) PUBLISHED/FIXED CONTROL USED: M007 AND STARDRILL
7) GEOID MODEL: 2003
8) COMBINED GRID FACTOR: 0.999848308
9) UNITS: US SURVEY FEET

CHARLES J. DUNBAR, NCPLS L-4159 DATE



DESCRIPTION OF BROWNFIELDS PROPERTY

ALL OF LOT 1, THE LANDS OF METROLINA WAREHOUSE, LLC, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF MECKLENBURG COUNTY, NORTH CAROLINA.

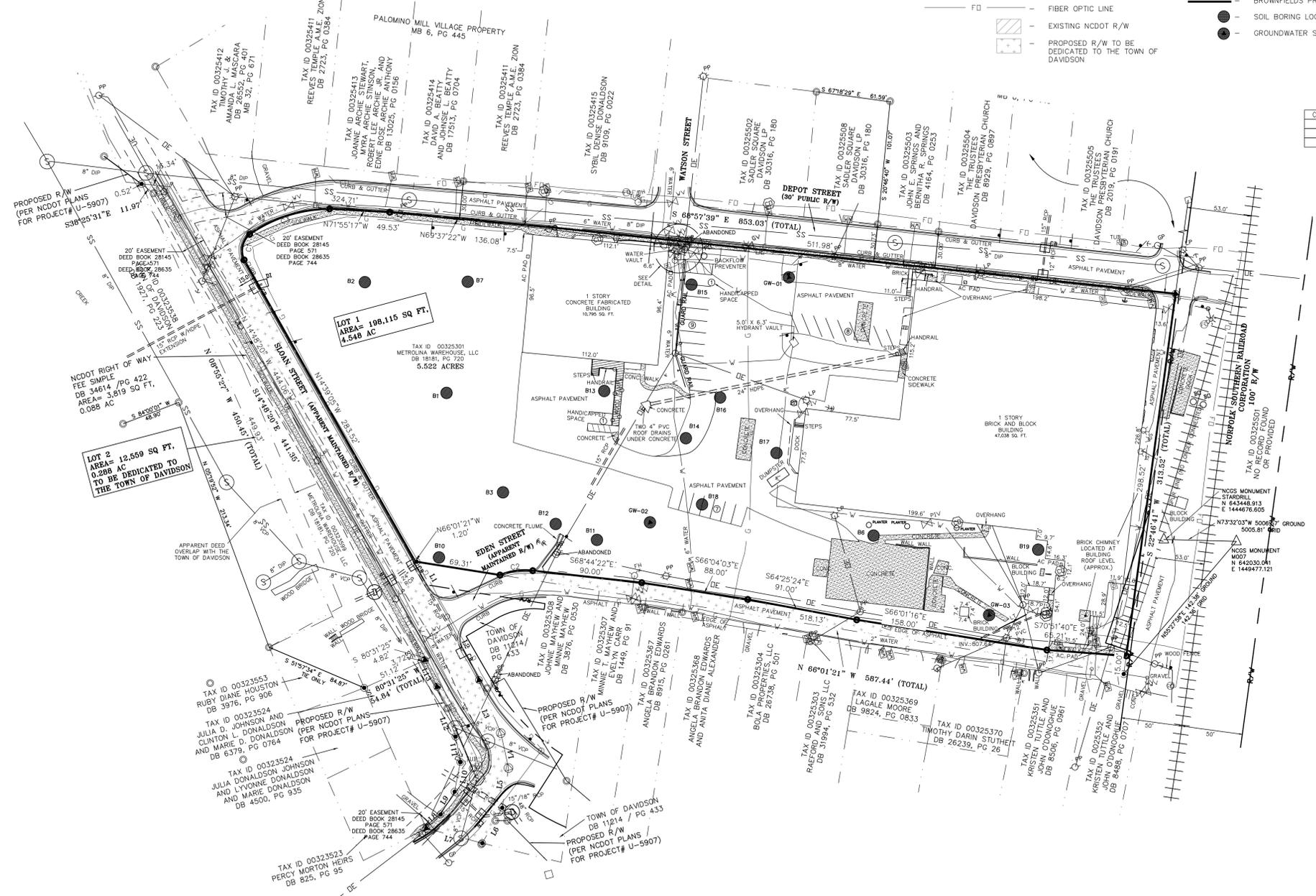


LEGEND

- BOLLARD, MANHOLE, SIAMASE CONNECTION, FIBER OPTIC MARKER, GAS TEST WIRE, GAS METER, POST, RAILROAD CROSSING, LANDSCAPE TIMBER, TELEPHONE PULLBOX, FLARED END SECTION, REINFORCED CONCRETE PIPE, HIGH-DENSITY POLYETHYLENE PIPE, VITRIFIED CLAY PIPE, DUCTILE, RIGHT OF WAY LINE, LINE NOT SURVEYED, OVERHEAD POWER LINE, RAILROAD TRACKS, UNDERGROUND ELECTRIC, UNDERGROUND TELEPHONE, WATER LINE, SANITARY SEWER LINE, GAS LINE, FIBER OPTIC LINE, EXISTING NCDOT R/W, PROPOSED R/W TO BE DEDICATED TO THE TOWN OF DAVIDSON, MAG NAIL SET, NO. 5 REBAR SET, MAG NAIL FOUND, NO. 5 REBAR FOUND, NO. 4 REBAR FOUND, IRON PIPE FOUND, CONCRETE MONUMENT FOUND, UTILITY POLE, LIGHT POLE, WATER VALVE, WATER METER, POST INDICATOR VALVE, SANITARY SEWER MANHOLE, GAS VALVE, CATCH BASIN, DROP INLET, SIGN, GUY POLE, GUY ANCHOR, SANITARY SEWER CLEAN OUT, UTILITY POLE W/LIGHT, STORM DRAIN MANHOLE, BROWNFIELDS PROPERTY LINE, SOIL BORING LOCATION, GROUNDWATER SAMPLE LOCATION

LINE TABLE with columns: LINE, LENGTH, BEARING. Rows L1 through L13.

CURVE TABLE with columns: CURVE, RADIUS, ARC, CHORD BEARING, CHORD. Rows C1 through C3.



Owner: METROLINA WAREHOUSE, LLC. Title: EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT. Scale: 1" = 50'. Map Date: 09/03/2021. Drawing: 1 OF 2.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY NOT FOR RECORDATION CONVEYANCES OR SALES

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):

Table with 5 columns: Groundwater Contaminant, Sample Location, Date of Sampling, Most Recent Concentration Exceeding Standard (µg/L), Standard (µg/L). Rows include Arsenic, Barium, Chromium, Lead, Selenium, and Methyl Ethyl Ketone (2-Butanone).

SOIL

The soil concentrations detected on the Brownfields Property were below the Industrial/Commercial Use screening levels listed on the Preliminary Soil Remediation Goals for the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2021 version). The main contaminant of concern is asbestos in soil. The following table shows samples on the Brownfields Property above 0.25% chrysotile, which is the EPA threshold for removal action in the surrounding area.

Table with 5 columns: Boring Locations, Asbestos Sample Number, Asbestos Sample Depth, Date of Sampling, Analytical Results (Weighted Concentration). Rows B1 through B10 show various asbestos concentrations and sampling details.

LAND USE RESTRICTIONS

NCGS 130A-310.35(A) REQUIRES RECORDATION OF A NOTICE OF BROWNFIELDS PROPERTY ("NOTICE") THAT IDENTIFIES ANY RESTRICTIONS ON THE CURRENT AND FUTURE USE OF A BROWNFIELDS PROPERTY THAT ARE NECESSARY OR USEFUL TO MAINTAIN THE LEVEL OF PROTECTION APPROPRIATE FOR THE DESIGNATED CURRENT OR FUTURE USE OF THE PROPERTY AND THAT A BROWNFIELDS AGREEMENT...

g. NO USE MAY BE MADE OF THE BROWNFIELDS PROPERTY OTHER THAN FOR RETAIL OFFICE, BREWERY OR FOOD PRODUCTION FACILITY, RESTAURANT, PARKING, INDUSTRIAL, HOTEL, OPEN SPACE, WAREHOUSING AND SUBJECT TO DEQ'S PRIOR WRITTEN APPROVAL, OTHER COMMERCIAL USES. FOR PURPOSES OF THIS RESTRICTION, THE FOLLOWING DEFINITIONS APPLY:

i. RETAIL IS DEFINED AS THE SALE OF GOODS OR SERVICES, PRODUCTS, OR MERCHANDISE DIRECTLY TO THE CONSUMER OR BUSINESSES AND INCLUDES SHOWROOMS, PERSONAL SERVICE, FARMER'S MARKETS, FOOD FESTIVALS AND THE SALES OF FOOD AND BEVERAGE PRODUCTS, INCLUDING FROM MOBILE ESTABLISHMENTS SUCH AS FOOD TRUCKS.

ii. OFFICE IS DEFINED AS A PLACE WHERE THE BUSINESS OR PROFESSIONAL SERVICES ARE PROVIDED.

iii. BREWERY OR FOOD PRODUCTION FACILITY IS DEFINED AS AN ESTABLISHMENT FOR THE MANUFACTURE, SALE AND DISTRIBUTION OF BEVERAGES OR FOOD PRODUCTS, INCLUDING WITHOUT LIMITATION BEER AND ALE TOGETHER WITH ASSOCIATED PUBLIC ROADWAYS AND RELATED INFRASTRUCTURE.

iv. RESTAURANT IS DEFINED AS A COMMERCIAL BUSINESS ESTABLISHMENT THAT PREPARES AND SERVES FOOD AND BEVERAGES, INCLUDING ALCOHOLIC BEVERAGES UNDER ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS, TO PATRONS.

v. PARKING IS DEFINED AS THE TEMPORARY ACCOMMODATION OF MOTOR VEHICLES IN AN AREA DESIGNED FOR SAME.

vi. INDUSTRIAL IS DEFINED AS THE ASSEMBLY, FABRICATION, PROCESSING, WAREHOUSING OR DISTRIBUTION OF GOODS OR MATERIALS, AND CAN INCLUDE FLEX PARKS, AND RESEARCH AND DEVELOPMENT USES.

vii. WAREHOUSING IS DEFINED AS THE USE OF A COMMERCIAL BUILDING FOR STORAGE OF GOODS BY MANUFACTURERS, IMPORTERS, EXPORTERS, WHOLESALE, TRANSPORT BUSINESSES AMONG OTHERS, AND ALSO REFERS TO THE STORAGE OF GOODS AND MATERIALS FOR A SPECIFIC COMMERCIAL ESTABLISHMENT OF A GROUP OF ESTABLISHMENTS IN A PARTICULAR TYPE OF INDUSTRY OR COMMERCIAL ACTIVITY.

viii. HOTEL IS DEFINED AS THE PROVISION OF OVERNIGHT LODGING TO PAYING CUSTOMERS AND TO ASSOCIATED FOOD SERVICES, GYM, RESERVATION, CLEANING, UTILITIES, PARKING, AND ON-SITE HOSPITALITY, MANAGEMENT AND RECEPTION SERVICES.

ix. OPEN SPACE IS DEFINED AS LAND MAINTAINED IN A NATURAL OR LANDSCAPED STATE AND USED FOR NATURAL RESOURCE PROTECTION, BUFFERS, GREENWAYS, OR DETENTION FACILITIES FOR STORMWATER.

x. COMMERCIAL IS 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 CENTERS, ADULT CARE CENTERS, OR SCHOOLS WITHOUT THE PRIOR WRITTEN APPROVAL OF DEQ.

c. UNLESS COMPLIANCE WITH THIS LAND USE RESTRICTION IS WAIVED IN WRITING IN ADVANCE BY DEQ IN RELATION TO PARTICULAR BUILDINGS, DEMOLITION AND/OR RENOVATION OF ANY OR ALL BUILDINGS ON THE BROWNFIELDS PROPERTY DEPICTED ON THE PLAT COMPONENT OF THE NOTICE REFERENCED IN PARAGRAPH 17 BELOW SHALL BE IN ACCORDANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING WITHOUT LIMITATION THOSE THAT APPLY TO 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.

d. GROUNDWATER AT THE BROWNFIELDS PROPERTY MAY NOT BE USED FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN APPROVAL OF DEQ ALONG WITH ANY MEASURES DEQ DEEMS NECESSARY TO ENSURE THAT THE BROWNFIELDS PROPERTY WILL BE SUITABLE FOR THE USES SPECIFIED IN SUBPARAGRAPH 13.0 ABOVE WHILE FULLY PROTECTING PUBLIC HEALTH AND THE ENVIRONMENT. SHOULD GROUNDWATER BE ENCOUNTERED OR EXPOSED DURING ANY ACTIVITY ON THE BROWNFIELDS PROPERTY, IT SHALL BE MANAGED IN ACCORDANCE WITH THE DEQ-APPROVED ASBESTOS DESIGN PLAN (ADP AND ENVIRONMENTAL MANAGEMENT PLAN (EMP) OUTLINED IN SUBPARAGRAPHS 13.0 AND I BELOW, OR A PLAN APPROVED IN WRITING IN ADVANCE BY DEQ.

e. PHYSICAL REDEVELOPMENT OF THE BROWNFIELDS PROPERTY THAT INCLUDES DISTURBANCE OF SOIL AND/OR CAP(S) MAY NOT OCCUR OTHER THAN IN ACCORD, AS DETERMINED BY DEQ, WITH AN ADP SIGNED AND SEALED BY A NORTH CAROLINA ACCREDITED ASBESTOS PROJECT DESIGNER AND APPROVED IN WRITING BY DEQ IN ADVANCE OF SAID REDEVELOPMENT (AND REVISED TO DEQ'S WRITTEN SATISFACTION PRIOR TO EACH SUBSEQUENT REDEVELOPMENT PHASE), THAT IS CONSISTENT WITH ALL THE OTHER LAND USE RESTRICTIONS AND INCLUDES, AT A MINIMUM, THE FOLLOWING:

i. PROCEDURES FOR ASBESTOS FUGITIVE EMISSIONS MITIGATION MEASURES DURING DEVELOPMENT AND POST-DEVELOPMENT EXCAVATION(S) AND/OR SOIL DISTURBANCE(S) THAT MAY EXPOSE ASBESTOS MATERIAL IN SAID SOIL.

ii. PROCEDURES FOR AMBIENT AND TARGETED SAMPLING OF AIR DURING DEVELOPMENT ACTIVITIES BY A NORTH CAROLINA-ACCREDITED AIR MONITOR TO ENSURE THE EFFECTIVENESS OF SAID FUGITIVE EMISSION MITIGATION MEASURES.

iii. PROCEDURES FOR IMPLEMENTATION OF VISUAL EMISSION CONTROL MEASURES DURING DEMOLITION AND CONSTRUCTION.

iv. PROCEDURES FOR THE CAPPING OF ALL ASBESTOS-CONTAINING SOIL, AS APPROVED BY DEQ.

v. PROCEDURES FOR INSPECTION AND MAINTENANCE OF SAID ENGINEERED CAP(S) INCLUDING FINANCIAL ASSURANCE FOR OPERATIONS AND LONG-TERM MAINTENANCE, WHICH ASSURANCE MAY INCLUDE, BUT NOT BE LIMITED TO, A DEMONSTRATION THAT SATISFIES DEQ THAT THE THEN OWNER OF ALL OR A PORTION OF THE BROWNFIELDS PROPERTY HAS SUFFICIENT CASH FLOW OR OTHER ASSETS TO ASSURE OPERATIONS AND LONG-TERM MAINTENANCE OF SAID ENGINEERED CAP(S).

vi. COMMUNICATIONS PROCEDURES FOR COORDINATION WITH ANY LOCAL GOVERNMENT AUTHORITIES AS TO ASBESTOS-RELATED MATTERS SUCH AS LOCAL ASBESTOS MANAGEMENT DISTRICTS THAT MAY BE SET UP IN THE FUTURE.

vii. COMMUNICATIONS PROCEDURES FOR COORDINATION WITH MECKLENBURG COUNTY LAND USE AND ENVIRONMENTAL SERVICES AGENCY (LUESA) AIR QUALITY, MECKLENBURG COUNTY HEALTH AND HUMAN SERVICES, DEQ AND U.S. EPA FOR CONTINGENT EMERGENCY ACTIONS PERTAINING TO ASBESTOS-RELATED MATTERS AS NECESSARY AND APPROPRIATE.

viii. A COMMITMENT TO COMPLY WITH ANY LOCAL ORDINANCES REGARDING ASBESTOS.

ix. PRIOR TO THE TRANSFER OF THE OWNERSHIP OF THE BROWNFIELDS PROPERTY OR ANY PORTION THEREOF, THE PURCHASING ENTITY MUST DEMONSTRATE FINANCIAL CAPABILITY, TO THE SATISFACTION OF DEQ, FOR THE LONG TERM MAINTENANCE OF SAID ENGINEERED CAP AS DISCUSSED IN 13.0.A ABOVE. THIS DEMONSTRATION SHALL BE SUBMITTED TO DEQ FOR APPROVAL, WHICH SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED, AND THE PARTIES AGREE THAT DEQ WILL MAKE GOOD FAITH EFFORTS TO APPROVE OR DISAPPROVE WITHIN FORTY-FIVE (45) DAYS FROM RECEIPT THE SUBMITTED DEMONSTRATION OF FINANCIAL CAPABILITY SHALL BE DEEMED DENIED IF DEQ ISSUES NO DECISION WITHIN THE FORTY-FIVE (45) DAY TIME PERIOD UNLESS THE PARTIES AGREE IN WRITING TO AN EXTENSION OF TIME.

x. NO NEW BUILDINGS CONSTRUCTED ON THE BROWNFIELDS PROPERTY MAY BE OCCUPIED UNTIL A NORTH CAROLINA PROFESSIONAL ENGINEER WORKS WITH A NORTH CAROLINA ACCREDITED ASBESTOS PROJECT DESIGNER TO IMPLEMENT THE ADP OUTLINED ABOVE IN SUBPARAGRAPH 13.0 TO DEQ'S WRITTEN SATISFACTION AS EVIDENCED BY SAID ENGINEER'S AND DESIGNER'S PROFESSIONAL SIGNATURES/SEALS ON AS-BUILT DRAWINGS AND/OR A REPORT THAT INCLUDES MEASUREMENTS AND A DESCRIPTION OF THE INSTALLATION OF SAID MEASURES AND CAP(S).

h. FOLLOWING THE COMPLETION OF REDEVELOPMENT ACTIVITIES PURSUANT TO SUBPARAGRAPHS 13.0, g., AND I, AS EVIDENCED BY THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, OR SIMILAR GOVERNMENTAL AUTHORIZATION, THAT ALLOWS FOR OCCUPANCY OF THE NEW OR REDEVELOPED SIGNIFICANT STRUCTURES ON THE BROWNFIELDS PROPERTY, CONTINUED USE OF THE BROWNFIELDS PROPERTY IS CONTINGENT ON THE OWNER(S) COMPLYING WITH THE ADDITIONAL REQUIREMENTS PERTAINING TO THE PROPERTY. THIS SURVEY PLAT CONSTITUTES ONE OF THREE EXHIBITS TO THE NOTICE PERTAINING TO THE BROWNFIELDS PROPERTY DEPICTED ON THIS PLAT AND RECORDED AT THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICES. THE EXHIBITS TO THE NOTICE ARE: THE BROWNFIELDS AGREEMENT FOR THE SUBJECT PROPERTY, WHICH IS ATTACHED AS EXHIBIT A TO THE NOTICE; A REDUCED VERSION OF THIS SURVEY PLAT, WHICH IS ATTACHED AS EXHIBIT B TO THE NOTICE; AND A LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY, WHICH IS ATTACHED AS EXHIBIT C TO THE NOTICE. THE LAND USE RESTRICTIONS BELOW HAVE BEEN EXCEPTED VERBATIM FROM PARAGRAPH 13 OF THE BROWNFIELDS AGREEMENT, AND ALL PARAGRAPH LETTERS/NUMBERS ARE THE SAME AS THOSE USED IN THE BROWNFIELDS AGREEMENT. THE FOLLOWING LAND USE RESTRICTIONS ARE HEREBY IMPOSED ON THE BROWNFIELDS PROPERTY AND SHALL REMAIN IN FORCE IN PERPETUITY UNLESS CANCELED BY THE SECRETARY OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (OR ITS SUCCESSOR IN FUNCTION), OR HIS/HER DESIGNEE, AFTER THE HAZARDS HAVE BEEN ELIMINATED, PURSUANT TO NCGS § 130A-310.35(e):

i. PHYSICAL REDEVELOPMENT OF THE BROWNFIELDS PROPERTY THAT INCLUDES DISTURBANCE OF SOIL AND/OR CAP(S) MAY NOT OCCUR OTHER THAN IN ACCORD, AS DETERMINED BY DEQ, WITH AN ADP 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. DEMOLITION OF EXISTING BUILDINGS; IF APPLICABLE;

ii. ISSUES RELATED TO KNOWN OR POTENTIAL SOURCES OF CONTAMINATION, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM CONTAMINATION IDENTIFIED IN PARAGRAPH 3 ABOVE;

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);

iv. PLANS FOR THE PROPER CHARACTERIZATION AND DEQ APPROVAL OF BOTH FILL SOIL BEFORE IMPORT TO THE BROWNFIELDS PROPERTY AND THE DISPOSITION OF ALL SOIL EXCAVATED FROM THE BROWNFIELDS PROPERTY DURING REDEVELOPMENT AND

v. A COMMITMENT TO UTILIZE AND COMPLY WITH THE ADP OUTLINED ABOVE IN SUBPARAGRAPH 13.0.

j. WITHIN 90 DAYS AFTER EACH ONE-YEAR ANNIVERSARY OF THE EFFECTIVE DATE OF THIS AGREEMENT FOR AS LONG AS PHYSICAL REDEVELOPMENT OF THE BROWNFIELDS PROPERTY CONTINUES (EXCEPT THAT THE FINAL DEADLINE SHALL FALL 90 DAYS AFTER THE CONCLUSION OF PHYSICAL REDEVELOPMENT), THE THEN OWNERS OF THE BROWNFIELDS PROPERTY SHALL PROVIDE DEQ A REPORT SUBJECT TO WRITTEN DEQ APPROVAL ON ENVIRONMENT-RELATED ACTIVITIES SINCE THE LAST REPORT, WITH A SUMMARY AND DRAWINGS; THAT DESCRIBES:

i. ACTIONS TAKEN TO PROTECT BROWNFIELDS PROPERTY IN ACCORDANCE WITH SECTION VI: WORK TO BE PERFORMED ABOVE;

ii. SOIL GRADING AND CUT AND FILL ACTIONS;

iii. METHODOLOGIES EMPLOYED FOR FIELD SCREENING, SAMPLING AND LABORATORY ANALYSIS OF ENVIRONMENTAL MEDIA;

iv. STOCKPILING, CONTAINERIZING, DECONTAMINATING, TREATING, HANDLING, LABORATORY ANALYSIS AND ULTIMATE DISPOSITION OF ANY SOIL, GROUNDWATER OR OTHER MATERIALS SUSPECTED OR CONFIRMED TO BE CONTAMINATED WITH REGULATED SUBSTANCES;

v. REMOVAL OF ANY CONTAMINATED SOIL, WATER, OR OTHER CONTAMINATED MATERIALS (FOR EXAMPLE, CONCRETE, DEMOLITION DEBRIS) FROM THE BROWNFIELDS PROPERTY (COPIES OF ALL LEGALLY REQUIRED MANIFESTS SHALL BE INCLUDED); AND

vi. A SUMMARY OF SITE ACTIVITIES AS THEY PERTAIN TO THE EMP AND ADP.

k. ANY ACTIVITY THAT DISTURBS SOIL ON THE BROWNFIELDS PROPERTY MAY OCCUR UNLESS AND UNTIL DEQ STATES IN WRITING, IN ADVANCE OF THE PROPOSED ACTIVITY, THAT SAID ACTIVITY MAY OCCUR IF CARRIED OUT ALONG WITH ANY MEASURES DEQ DEEMS NECESSARY TO ENSURE THE BROWNFIELDS PROPERTY WILL BE SUITABLE FOR THE USES SPECIFIED IN SUBPARAGRAPH 13.0.A ABOVE WHILE FULLY PROTECTING PUBLIC HEALTH AND THE ENVIRONMENT, EXCEPT:

i. IN CONNECTION WITH LANDSCAPE PLANTING TO DEPTHS NOT EXCEEDING DEPTH OF CAP(S);

ii. MOWING AND PRUNING OF ABOVE-GROUND VEGETATION;

iii. FOR REPAIR OF UNDERGROUND INFRASTRUCTURE AND/OR REMOVAL OF VEGETATION THAT EXCEEDS THE DEPTH OF CAP(S), 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 WITH WORK CONDUCTED IN ACCORDANCE WITH A DEQ-APPROVED ADP AS OUTLINED IN SUBPARAGRAPH 13.0.

l. FOLLOWING COMPLETION OF REDEVELOPMENT ACTIVITIES PURSUANT TO SUBPARAGRAPHS 13.0, g., AND h. ABOVE, AS EVIDENCED BY THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, OR SIMILAR GOVERNMENTAL AUTHORIZATION, THAT ALLOWS FOR OCCUPANCY OF THE NEW OR REDEVELOPED SIGNIFICANT STRUCTURES ON THE BROWNFIELDS PROPERTY, NO USE OF THE BROWNFIELDS PROPERTY MAY OCCUR UNTIL THE THEN OWNER OF THE BROWNFIELDS PROPERTY CONDUCTS REPRESENTATIVE FINAL GRADE SOIL SAMPLING OF ANY AREA ON THE BROWNFIELDS PROPERTY PURSUANT TO A PLAN APPROVED IN WRITING BY DEQ THAT IS NOT COVERED BY A CAP, AS OUTLINED IN SUBPARAGRAPH 13.0.IV, BUILDING FOUNDATIONS, SIDEWALKS, IMPERVIOUS PATIO AREAS, OR ASPHALTIC OR CONCRETE PARKING AREAS AND DRIVEWAYS.

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 13.1.

n. NONE OF THE CONTAMINANTS KNOWN TO BE PRESENT IN THE ENVIRONMENTAL MEDIA AT THE BROWNFIELDS PROPERTY, AS DESCRIBED IN EXHIBIT 2 OF THIS AGREEMENT, AND AS MODIFIED 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. AS FUEL OR OTHER FLUIDS CUSTOMARILY USED IN VEHICLES, LANDSCAPING EQUIPMENT AND EMERGENCY GENERATORS;

iii. AS CONSTITUENTS OF PRODUCTS AND MATERIALS CUSTOMARILY USED AND STORED FOR PURPOSES ANCILLARY TO THE USES APPROVED IN SUBPARAGRAPH 13.0.A, PROVIDED SUCH PRODUCTS AND MATERIALS ARE STORED IN ORIGINAL, RETAIL PACKAGING AND USED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS;

iv. AS CONSTITUENTS OF PRODUCTS CUSTOMARILY USED ON OR WITHIN CONSTRUCTION OR BUILDING MATERIALS IN EXISTING AND/OR FUTURE BUILDINGS PROVIDED THAT NO NEW ASBESTOS-CONTAINING MATERIALS WILL BE INSTALLED ON THE BROWNFIELDS PROPERTY.

o. NO ENCLOSED BUILDING MAY BE CONSTRUCTED ON THE BROWNFIELDS PROPERTY AND NO EXISTING BUILDING, DEFINED AS THOSE DEPICTED ON THE PLAT COMPONENT OF THE NOTICE OF BROWNFIELDS PROPERTY REFERENCED IN PARAGRAPH 17 BELOW, MAY BE OCCUPIED UNTIL DEQ DETERMINES IN WRITING THAT:

i. THE BUILDING IS OR WOULD BE PROTECTIVE OF THE BUILDING'S USERS AND PUBLIC HEALTH FROM THE RISK OF VAPOR INTRUSION BASED ON SITE ASSESSMENT DATA, OR A SITE-SPECIFIC RISK ASSESSMENT APPROVED IN WRITING BY DEQ; OR

ii. A VAPOR INTRUSION MITIGATION SYSTEM (VIMS) HAS BEEN DESIGNED TO MITIGATE VAPORS FOR SUBGRADE BUILDING FEATURES IN ACCORDANCE WITH THE MOST RECENT AND APPLICABLE DWM VAPOR INTRUSION GUIDANCE, INTERSTATE TECHNOLOGY & REGULATORY COUNCIL (ITRC) GUIDANCE, AND AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/AMERICAN ASSOCIATION OF RADON SCIENTISTS AND TECHNOLOGISTS (AARST) STANDARDS, AND THAT SAID DESIGN SHALL FULLY PROTECT PUBLIC HEALTH TO THE SATISFACTION OF A PROFESSIONAL ENGINEER LICENSED IN NORTH CAROLINA, AS EVIDENCED BY SAID ENGINEER'S PROFESSIONAL SEAL AND SHALL INCLUDE A PERFORMANCE MONITORING PLAN DETAILING METHODOLOGIES AND SCHEDULE, BOTH OF WHICH ARE SUBJECT TO PRIOR WRITTEN DEQ APPROVAL; AND

2. INSTALLED AND AN INSTALLATION REPORT IS SUBMITTED FOR WRITTEN DEQ APPROVAL THAT INCLUDES DETAILS ON ANY DEVIATIONS FROM THE SYSTEM DESIGN, AS-BUILT DIAGRAMS, PHOTOGRAPHS, AND A DESCRIPTION OF THE INSTALLATION WITH SAID ENGINEER'S PROFESSIONAL SEAL CONFIRMING THAT THE SYSTEM WAS INSTALLED PER THE DEQ-APPROVED DESIGN AND WILL BE PROTECTIVE OF PUBLIC HEALTH.

p. THE OWNER OF ANY PORTION OF THE BROWNFIELDS PROPERTY WHERE ANY EXISTING, OR SUBSEQUENTLY INSTALLED, DEQ-APPROVED MONITORING WELLS ARE DAMAGED BY THE WORK OF ITS CONTRACTORS, OR ITS TENANTS SHALL BE RESPONSIBLE FOR REPAIR OF ANY SUCH WELLS TO DEQ'S WRITTEN SATISFACTION AND WITHIN A TIME PERIOD ACCEPTABLE TO DEQ, UNLESS COMPLIANCE WITH THIS LAND USE RESTRICTION IS WAIVED IN WRITING BY DEQ IN ADVANCE.

q. NEITHER DEQ, NOR ANY PARTY CONDUCTING ENVIRONMENTAL ASSESSMENT OR REMEDIATION AT THE BROWNFIELDS PROPERTY AT THE DIRECTION OF OR UNDER 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.

r. ANY DEED OR OTHER INSTRUMENT CONVEYING AN INTEREST IN THE BROWNFIELDS PROPERTY SHALL CONTAIN THE FOLLOWING NOTICE: THIS PROPERTY IS SUBJECT TO THE BROWNFIELDS AGREEMENT ATTACHED AS EXHIBIT A TO THE NOTICE OF BROWNFIELDS PROPERTY RECORDED IN THE MECKLENBURG COUNTY LAND RECORDS, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

s. A COPY OF ANY SUCH INSTRUMENT SHALL BE SENT TO THE PERSONS LISTED IN SECTION XVII (NOTICES AND SUBMISSIONS), THROUGH FINANCIAL FIGURES AND OTHER CONFIDENTIAL INFORMATION RELATED TO THE CONVEYANCE MAY BE REDACTED TO THE EXTENT REDACTIONS COMPLY WITH THE CONFIDENTIALITY AND TRADE SECRET PROVISIONS OF THE NORTH CAROLINA PUBLIC RECORDS LAW. THE OWNER MAY USE THE FOLLOWING MECHANISMS TO COMPLY WITH THE OBLIGATIONS OF THIS PARAGRAPH: (i) IF EVERY LEASE AND RIDER IS IDENTICAL IN FORM, THE OWNER CONVEYING AN INTEREST 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 XVII (NOTICES AND SUBMISSIONS); OR (ii) THE OWNER CONVEYING AN INTEREST MAY PROVIDE ABSTRACTS OF LEASES, RATHER THAN FULL COPIES OF SAID LEASES, TO THE PERSONS LISTED IN SECTION XVII.

t. DURING JANUARY OF EACH YEAR AFTER THE YEAR IN WHICH THE NOTICE REFERENCED BELOW IN PARAGRAPH 17 IS RECORDED, THE OWNER OF ANY PART OF THE BROWNFIELDS PROPERTY AS OF JANUARY 1ST OF THAT YEAR SHALL SUBMIT A NOTARIZED LAND USE RESTRICTIONS UPDATE ("LURU") TO DEQ, AND TO THE CHIEF PUBLIC HEALTH AND ENVIRONMENTAL OFFICIALS OF MECKLENBURG COUNTY, CERTIFYING THAT, AS OF SAID JANUARY 1ST, THE NOTICE OF BROWNFIELDS PROPERTY CONTAINING THESE LAND USE RESTRICTIONS RECORDED AT THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE AND THAT THE LAND USE RESTRICTIONS ARE BEING COMPLIED WITH. IF THE PROPERTY IS TRANSFERRED, THE GRANTOR SHALL SUBMIT A LURU (AS OUTLINED ABOVE) WHICH COVERS THE PERIOD OF TIME THEY OWNED THE PROPERTY. THE SUBMITTED LURU SHALL STATE THE FOLLOWING:

i. THE BROWNFIELDS PROPERTY ADDRESS, AND THE NAME, MAILING ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON'S E-MAIL ADDRESS OF THE OWNER, OR BOARD, ASSOCIATION OR APPROVED ENTITY, SUBMITTING THE LURU IF SAID OWNER, OR EACH OF THE OWNERS ON WHOSE BEHALF A JOINT LURU IS SUBMITTED, ACQUIRED ANY PART OF THE BROWNFIELDS PROPERTY DURING THE PREVIOUS CALENDAR YEAR;

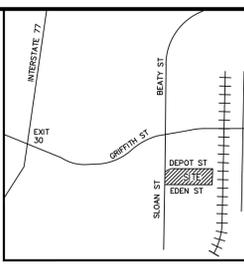
ii. THE TRANSFERREE'S NAME, MAILING ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON'S E-MAIL ADDRESS, IF SAID OWNER, OR EACH OF THE OWNERS ON WHOSE BEHALF A JOINT LURU IS SUBMITTED, TRANSFERRED ANY PART OF THE BROWNFIELDS PROPERTY DURING THE PREVIOUS CALENDAR YEAR;

iii. WHETHER ENGINEERED CAPS UNDER THE APPROVED ADP REQUIRED IN SUBPARAGRAPH 13.0 ABOVE ARE BEING MAINTAINED SUCH THAT THEY ARE INTACT, UNCOMPROMISED, IN GOOD CONDITION AND CONTINUING TO SERVE AS BARRIERS TO THE SOIL CONTAMINATION IN RELATION TO WHICH THEY WERE INSTALLED.

iv. WHETHER ANY VAPOR BARRIER AND/OR MITIGATION SYSTEMS INSTALLED PURSUANT TO SUBPARAGRAPH 13.0 ABOVE ARE PERFORMING AS DESIGNED, AND WHETHER THE USES OF THE GROUND FLOORS, INCLUDING ANY TENANT RENOVATIONS, OF ANY BUILDINGS CONTAINING SUCH VAPOR BARRIER AND/OR MITIGATION SYSTEMS HAVE CHANGED, AND, IF SO, HOW, AND UNDER WHICH PRECAUTIONS SO AS NOT TO INTERFERE WITH THE OPERATION OF SAID SYSTEM.

v. A JOINT LURU MAY BE SUBMITTED FOR MULTIPLE OWNERS BY A DULY CONSTITUTED BOARD OR ASSOCIATION AND SHALL INCLUDE THE BROWNFIELDS PROPERTY ADDRESS, AND THE NAME, MAILING ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON'S E-MAIL ADDRESS OF THE ENTITY SUBMITTING THE JOINT LURU AS WELL AS FOR EACH OF THE OWNERS ON WHOSE BEHALF THE JOINT LURU IS SUBMITTED.

vi. A LURU SUBMITTED FOR RENTAL UNITS SHALL INCLUDE ENOUGH OF EACH LEASE ENTERED INTO DURING THE PREVIOUS CALENDAR YEAR TO DEMONSTRATE COMPLIANCE WITH LESSEE NOTIFICATION REQUIREMENTS IN PARAGRAPHS 22 AND 24 OF THIS AGREEMENT PROVIDED THAT IF STANDARD FORM LEASES ARE USED IN EVERY INSTANCE, A COPY OF SUCH STANDARD FORM LEASE MAY BE SENT IN LIEU OF COPIES OF ACTUAL LEASES.



OWNER: METROLINA WAREHOUSE, LLC 1520 18TH AVENUE EAST SEATTLE, WA 98112

NONASK GROWMATHICS GROUP, PLLC 10000 WILSON ROAD SUITE 1000 P.O. BOX 3053 HUNTERSBURG, NC 28070 NCLIC NO. P-0686



CURRENT OWNER: METROLINA WAREHOUSE, LLC 1520 18TH AVENUE EAST SEATTLE, WA 98112 BROWNFIELDS PROJECT - DAVIDSON DEPOT II - 22019-21-060 TOWN OF DAVIDSON, MECKLENBURG COUNTY, NORTH CAROLINA

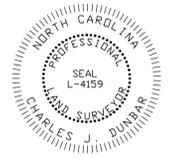
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

SCALE: 1" = 50' DRAWN BY: SC CHECKED BY: GJD MAP DATE: 09/03/2021 CREW CHIEF: N/A FIELD DATE: 10/24/2019 FILE NO.: 04-33 JOB NO.: 14011A SHEET: 2 OF 2 DRAWING: 402-DAVIDSON METROLINA BROWNFIELDS PLAT

FOR THE PURPOSES NCGS § 130A-310.35

\_\_\_\_\_  
MICHAEL SCOTT, DIRECTOR  
DIVISION OF WASTE MANAGEMENT  
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

\_\_\_\_\_  
DATE



PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY NOT FOR RECORDATION CONVEYANCES OR SALES

Exhibit C

Legal Description of the Brownfields Property

All of Lot 1, the lands of Metrolina Warehouse, LLC, according to the map thereof as recorded in Map Book \_\_\_\_\_ Page \_\_\_\_\_, public records of Mecklenburg County, North Carolina.