hart hickman
SMARTER ENVIRONMENTAL SOLUTIONS

Via Email

October 4, 2019

North Carolina Department of Environmental Quality
Division of Waste Management – Brownfields Program
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

Attn: Ms. Joselyn Harriger, PG

Re: Brownfields Assessment Work Plan (Revision 1)
Pennston Property
Brownfields Project No. 15010-11-41
NC DOT State Project #R-4707
WBS Element # 36599.1.5
Greensboro, Guilford County, North Carolina
H&H Job No. ROW-603

Dear Joselyn:

On behalf of the North Carolina Department of Transportation (NC DOT), Hart & Hickman PC is submitting the attached revised PDF copy of the Brownfields Assessment Work Plan for your review and approval for the above-referenced NC DOT road improvement project. If you have any questions or need additional information, please contact us at (704) 586-0007.

Sincerely,

Hart & Hickman, PC

David Graham, PG
Senior Project Geologist

Matt Bramblett, PE
Principal

Attachment

cc: Mr. Gordon Box, NC DOT (via email)
Mr. Cyrus Parker, NC DOT (via email)

Brownfields Assessment Work Plan (Revision 1)

Pennston Property
Brownfields Project # 15010-11-41
Greensboro, Guilford County
North Carolina

H&H Job No. ROW-603
NC DOT State Project R-4707
WBS Element #36599.1.5
October 4, 2019

hart hickman

SMARTER ENVIRONMENTAL SOLUTIONS

#C-1269 Engineering
#-245 Geology

2923 South Tryon Street, Suite 100
Charlotte, NC 28203
704.586.0007 main

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Raleigh, NC 27607
919.847.4241 main

www.harthickman.com

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Via Email

October 4, 2019

North Carolina Department of Environmental Quality
Division of Waste Management – Brownfields Program
1646 Mail Service Center
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Attn: Ms. Joselyn Harriger

Re: Brownfields Assessment Work Plan (Revision 1)
Pennston Property
Brownfields Project No. 15010-11-41
NC DOT State Project #R-4707
WBS Element # 36599.1.5
Greensboro, Guilford County, North Carolina
H&H Job No. ROW-603

Dear Joselyn:

1.0 Introduction and Background

On behalf of the North Carolina Department of Transportation (NC DOT), Hart & Hickman, PC (H&H) has prepared this work plan to conduct assessment activities on the Brownfields property identified as the Pennston Property (No. 15010-11-41) located at 3600 Reedy Fork Parkway in Greensboro, Guilford County, North Carolina. NC DOT is planning road improvement activities along Reedy Fork Parkway near the Brownfields property. Soil and groundwater assessment activities will be conducted on the Brownfields property to determine the potential for impacted soil or groundwater to be encountered during road construction activities. This assessment work plan is being provided for your review and approval. A site location map is included as Figure 1, and a site map is included as Figure 2. The Brownfields plat is included in Appendix A.

The NC DOT project will require soil (including potentially impacted soil) to be cut and removed from certain areas in the proposed right of way and construction easements on the Brownfields property. Information provided by NC DOT indicates over 65,000 cubic yards of soil will be cut from the Brownfields property during proposed road construction activities. The

Brownfields property encompasses approximately 78 acres of land on five parcels (Guilford County Parcel Numbers 0219587, 0219588, 0219589, 0084331, and 0083998) that are separated by Eckerson Road and Reedy Fork Parkway (also identified as NC DOT Parcels 13, 14, and 15). The road improvement activities will be conducted to the north and south of Reedy Fork Parkway between the eastern and western boundaries of the Brownfields property (see Figure 3).

H&H reviewed previous environmental documents for the Brownfields property including the *Notice of Brownfields Property* and *Brownfields Agreement* (BFA) dated September 23, 2014. The source area for contamination on the Brownfields property is reported to be the Wysong & Miles (Wysong) facility. H&H also reviewed Wysong reports prepared by H&H including the *Phase I Remedial Action Plan* dated April 15, 2010 and the *Off-Site (Pennston Property) Groundwater Assessment* report dated September 15, 2010. Pertinent information from the environmental documents is included in Appendix B and discussed below.

The Brownfields property is located in a mixed undeveloped, industrial, and residential area of Greensboro. It consists primarily of undeveloped wooded land with a single-story office building and asphalt-covered parking area associated with the Reedy Fork Ranch subdivision. The property will be redeveloped by Reedy Fork Investments, LLC for commercial, retail, and office use. The property has been wooded and undeveloped since at least 1937, with the exception of construction of the single-story office building in 2002 on the parcel located east of Eckerson Road. Groundwater on the Brownfields property is contaminated from a release associated with the Wysong facility that is located topographically upgradient and southwest of the Brownfields property.

Wysong manufactures metal working machinery and has been in operation since the 1960s. A release of 1,1,1-trichloroethane (1,1,1-TCA) was discovered at the Wysong facility in 1987. Multiple assessment activities have been conducted at Wysong including groundwater assessment activities on the Brownfields property. Nine monitoring wells (TW-1, TW-15, TW-16, PWR-1, PWR-2, PWR-4, PWR-7, PWR-8, and BR-1) associated with the Wysong release have been installed on the Brownfields property to date. Volatile organic compounds (VOCs),

including 1,1,1-TCA, 1,1-dichloroethene (1,1-DCE), 1,1-dichloroethane, 1,2-dichloroethane, and 1,4-dioxane, have been detected above the 15A NCAC 2L .0202 Groundwater Quality Standards (2L Standards) in groundwater on the Brownfields property. The depth to groundwater ranges from approximately 22 to 35 ft below ground surface (bgs) near proposed DOT work areas. At the time of previous reports, concentrations of 1,1-DCE in groundwater exceeded the NC DEQ Groundwater Screening Level for Non-Residential Vapor Intrusion (January 2014 version) in six of the nine monitoring well locations on the Brownfields property. Analytical results of soil gas samples collected on the Brownfields property near three of these well locations indicate target concentrations did not exceed NC DEQ's Sub Slab and Exterior Soil Gas Screening Levels for Non-Residential Vapor Intrusion (January 2014). The existing monitoring well locations are shown on the Brownfields survey plat in Appendix A. Historical groundwater data is provided in Appendix B.

No release of regulated substances is known or suspected to have occurred on the Brownfields property. Groundwater impacts on the Brownfields property are believed to have originated from the Wysong property or other unidentified sources upgradient of the Wysong property.

Certain land use restrictions set forth in the BFA will affect proposed NC DOT road construction activities. Land use restrictions in the BFA indicate that no activities that encounter, expose remove, or use groundwater may occur on the Brownfields property without NC DEQ written approval. Soil may not be disturbed on the Brownfields property at a depth greater than 15 ft bgs without NC DEQ's written approval. NC DOT plans indicate that soil may be cut to depths near 25 ft bgs on the Brownfields property. An Environmental Management Plan (EMP) will be required for management of soil and groundwater (if encountered) during road construction activities. Prior to the road construction activities, NC DOT will conduct assessment activities on the Brownfields property to determine depth to groundwater and check current groundwater concentrations in proposed NC DOT work areas, and to determine the potential for soil impacts below 15 ft bgs. NC DOT plans do not include buildings. Therefore, no soil gas sampling is proposed.

The results of the assessment activities will be used to develop an EMP for proposed road construction activities and to determine the proper disposition of impacted soil and/or groundwater if encountered during road construction activities. As mentioned above, information provided by NC DOT indicates over 65,000 cubic yards of soil will be cut from the Brownfields property during proposed road construction activities. Over 8,000 cubic yards of this soil will be cut below 15 ft bgs. Roughly 1,000 cubic yards of this soil can be reused for fill on the Brownfields property. The remainder of the soil will be exported off-site for reuse as fill on the NC DOT road construction project or wasted at another off-site location (because it is unsuitable for use as fill material).

Based on discussion between H&H, NC DOT, and yourself on September 26, 2019, the soil assessment activities described below will be sufficient for characterizing soil that is excavated from below 15 ft bgs for potential reuse as fill on the Brownfields property, exporting off-site for reuse as fill on the NC DOT project, and exporting soil that is unsuitable for use as fill material to another off-site location. H&H will obtain NC DEQ approval for the export soil disposition once the location is determined. As we discussed, soil that is excavated between the ground surface and 15 ft is available for unrestricted reuse unless potential impacts are identified during the proposed assessment activities and road construction activities. Contingencies will be included in the EMP to manage suspected impacts, if any, are identified above 15 ft. The proposed Brownfields assessment activities are described below.

2.0 Brownfields Assessment Activities

H&H proposes to conduct soil and groundwater sampling at five proposed permanent monitoring well locations on the Brownfields property to evaluate the potential for impacts that may be encountered during the NC DOT road construction activities. The proposed assessment activities will be performed in general accordance with the NC DEQ's Inactive Hazardous Sites Branch (IHSB) Guidelines for Assessment and Cleanup (Guidelines) and most recent versions of the U.S. Environmental Protection Agency (EPA) Region IV Science and Ecosystem Support Division (SESD) Field Branches Quality System and Technical Procedures guidance. The

proposed sample locations and analyses are summarized in Table 1, and the proposed sampling locations are shown on Figure 3.

Prior to conducting the field activities, H&H will contact North Carolina 811, the public utility locator, to mark subsurface utilities at the site. H&H will also contract with a private utility locator to screen the proposed boring locations for subgrade utilities not marked by the public locator. Additionally, the monitoring well locations will be hand cleared to approximately 5 ft bgs to further screen the boring locations for the presence of subsurface utilities. H&H will obtain a monitoring well permit from Guilford County for installation of the monitoring wells.

2.1 Soil and Groundwater Sampling Activities

H&H proposes to conduct soil and groundwater assessment activities in proposed NC DOT work areas on the Brownfields property near Reedy Fork Parkway. Five Type II shallow temporary groundwater monitoring wells will be installed using a track-mounted direct push technology (DPT) drill rig using hollow stem augers and air rotary drilling methods (if required). Three of the temporary wells (TMW-1, TMW-2, and TMW-3) will be installed in proposed NC DOT work areas on the northern side of Reedy Fork Parkway and two of the temporary wells (TMW-4 and TMW-5) will be installed south of Reedy Fork Parkway. H&H estimates that the wells will be installed to total depths of approximately 30 ft bgs, which is below the deepest expected soil disturbance for the DOT work.

Soil Sampling

During installation of the monitoring wells, macrocore samplers will be used for collection of soil which will be logged for lithologic description and field screened for the presence of staining and volatile organic vapors using a calibrated photoionization detector (PID). The macrocore samplers will be advanced to the estimated boring depth of 30 ft bgs, unless drilling refusal is encountered first. Based on information provided by NC DOT, bedrock may be encountered below 20 ft in some boring locations. Proposed monitoring well locations are depicted on Figure 3.

As mentioned above, the BFA indicates that soil may not be disturbed at the site at a depth of greater than 15 ft bgs without NC DEQ's prior written approval. NC DOT plans indicate cut depths below 15 ft on the Brownfields property. The estimated cut depth is approximately 21.5 ft bgs near TMW-1, 24.5 ft bgs near TMW-2, 14 ft bgs (plus 3 additional ft for drainage) near TMW-3, 18.5 ft bgs (plus 3.5 additional ft for drainage) near TMW-4 and 20 ft bgs (plus 3 additional ft for drainage) near TMW-5. Therefore, with the exception of TMW-3, H&H proposes to collect two soil samples from each well boring location (TMW-1, TMW-2, TMW-4 and TMW-5). Only one sample will be collected below 15 ft bgs from TMW-3. If there are no indications of potential impacts based on field screening, soil samples will be collected at depths of 15-17 ft and 19-21 ft from TMW-1, 15-17 ft and 22-24 ft from TMW-2, 15-17 ft from TMW-3, 15-17 ft and 19-21 ft from TMW-4, and 15-17 ft and 21-23 ft from TMW-5. If the capillary fringe is present between 15 ft and 25 ft, the soil sample will likely be collected from this zone. If field screening indicates the potential for impacts above 15 ft bgs, additional soil samples will be collected for laboratory analysis.

The soil samples will be collected with a nitrile gloved covered hand and placed into dedicated laboratory-supplied sample containers, labeled with the sample identification, date, and requested analysis, and placed in a laboratory-supplied cooler containing ice. The samples will be delivered to a North Carolina-certified laboratory under standard chain-of-custody protocols for analysis of the parameters shown on Table 1.

Groundwater Sampling

After soil sampling has been completed at each monitoring well location, the boreholes will then be re-drilled using hollow stem augers for monitoring well installation. If bedrock is encountered, air rotary drilling will be used to complete the well boring. The temporary monitoring wells will be constructed of 2-inch diameter PVC, with 10 to 15 ft of pre-packed well screen set at a total depth of 30 ft bgs in each well. Because groundwater samples will be analyzed for metals, the pre-packed well screens will be used to help reduce turbidity. Additional sand filter pack will be placed from the bottom of the well borings to approximately 2 ft above the top of the well screens. Approximately 2 ft of hydrated bentonite will be placed on

top of the sand filter pack, and the remaining borehole annulus will be filled with a bentonite and cement grout, and finished with a flush mounted locking manhole and well pad or (stickup well for those wells located in a wooded area). Groundwater in the monitoring wells will then be allowed to equilibrate to static conditions and a decontaminated electronic water level indicator will be used to measure the depths to the water table relative to the ground surface and the top of well casing.

The wells will be developed by removing a minimum of 3 to 5 volumes of water and until field parameters have stabilized (pH ± 0.1 SU and specific conductivity varies no more than 5%). After development, a groundwater sample will be collected from each well utilizing low flow/low stress purging techniques with a peristaltic pump (bladder pump or other submersible pump) and dedicated polyethylene tubing. The intake point of the pump tubing will be placed in the approximate mid-portion of the screened interval of the well, and groundwater will be removed at a rate no greater than 200 milliliters per minute. H&H will utilize a water quality meter to collect measurements of pH, temperature, dissolved oxygen, oxidation reduction potential, turbidity, and specific conductivity at 3 to 5 minute intervals during the purging process. Purging will be considered complete when field parameters stabilize (pH ± 0.1 SU, specific conductivity varies no more than 5%, and turbidity is less than 10 NTUs), if practical.

Note that if use of a peristaltic pump (bladder pump or other submersible pump) cannot be used, hand bailing will be used for purging and groundwater sample collection. If hand bailing techniques are used, groundwater will be removed from the well using a dedicated disposable PVC bailer. The wells will be purged until field readings of pH, specific conductivity, and turbidity have stabilized as previously noted, if practical.

Once groundwater parameters stabilize, the groundwater sample from each well will be collected directly into laboratory-supplied sample containers, using the "soda straw" method for VOCs to minimize volatile contaminant loss through the pump head, or by slowly pouring with a laminar flow from the PVC bailer. The sample containers will be labeled with the sample identification, date, and requested analysis, and placed in a laboratory-supplied cooler containing ice. The

samples will be delivered to a North Carolina-certified laboratory under standard chain-of-custody protocols for the analyses shown in Table 1.

Following sample collection, locations of the five sampled monitoring wells will be estimated using a GPS unit capable of sub-meter accuracy.

2.2 Quality Assurance/Quality Control Samples

Non-dedicated equipment and tools will be decontaminated prior to use at each boring or sampling location, or following exposure to site soil or water. For quality assurance and quality control purposes (QA/QC), one trip blank will be submitted for analysis of VOCs by EPA Method 8260. To evaluate the reproducibility of certain sample results, H&H will collect one duplicate sample for all analyses shown on Table 1 per every 20 samples.

Laboratory QA/QC procedures will be employed to ensure appropriate sample handling and analysis and to aid in the review and validation of the analytical data. QA/QC procedures will be conducted in accordance with the method protocols and will include regular equipment maintenance, equipment calibrations, and adherence to specific sample custody and data management procedures. Samples will be analyzed in conjunction with appropriate blanks, laboratory duplicates, continuing calibration standards, surrogate standards, and matrix spiking standards in accordance with approved methodologies to monitor both instrument and analyst performance. Laboratory reporting limits for each analyte will be at or below appropriate screening criteria, where possible. Additionally, H&H will request that the laboratory include estimated concentrations for compounds that are detected at levels above the laboratory method detection limit but below the laboratory reporting limit (J-flags).

A hard-copy of the laboratory analytical data report and QA package for each group of samples submitted to and analyzed by the subcontracted laboratory will be provided in an appendix to the final report. Laboratory QA data consistent with Level II documentation will be requested for this project. A copy of the completed chain-of-custody record will be included with the

laboratory analytical report.

2.3 Investigation Derived Waste

Soil cuttings and waste water generated during drilling and sampling activities will be containerized in 55-gallon drums. A composite sample will be collected from the soil drums and a composite sample will be collected from the water drums for analysis as indicated on Table 1. The drums will be staged in secure areas on-site pending analytical results. Once analytical results have been received, the investigation derived waste will be profiled and disposed at a permitted off-site facility.

2.4 Reporting

Following completion of the assessment activities and receipt of the analytical data, H&H will document our findings in a Phase II Investigation report for NC DOT. A copy of the report will be submitted to your attention. The report will include a description of the sampling activities, a figure depicting sample locations, soil boring logs for the temporary well borings, groundwater sampling forms including field parameters, well construction logs and well abandonment records, a discussion of the data in comparison to regulatory screening levels, laboratory analytical data, and conclusions and recommendations concerning our activities.

We look forward to your approval of this work plan. Should you have any questions or need additional information please do not hesitate to contact us at (704) 586-0007.

Sincerely,

Hart & Hickman, PC

David Graham, PG
Senior Project Geologist

Matt Bramblett, PE
Principal

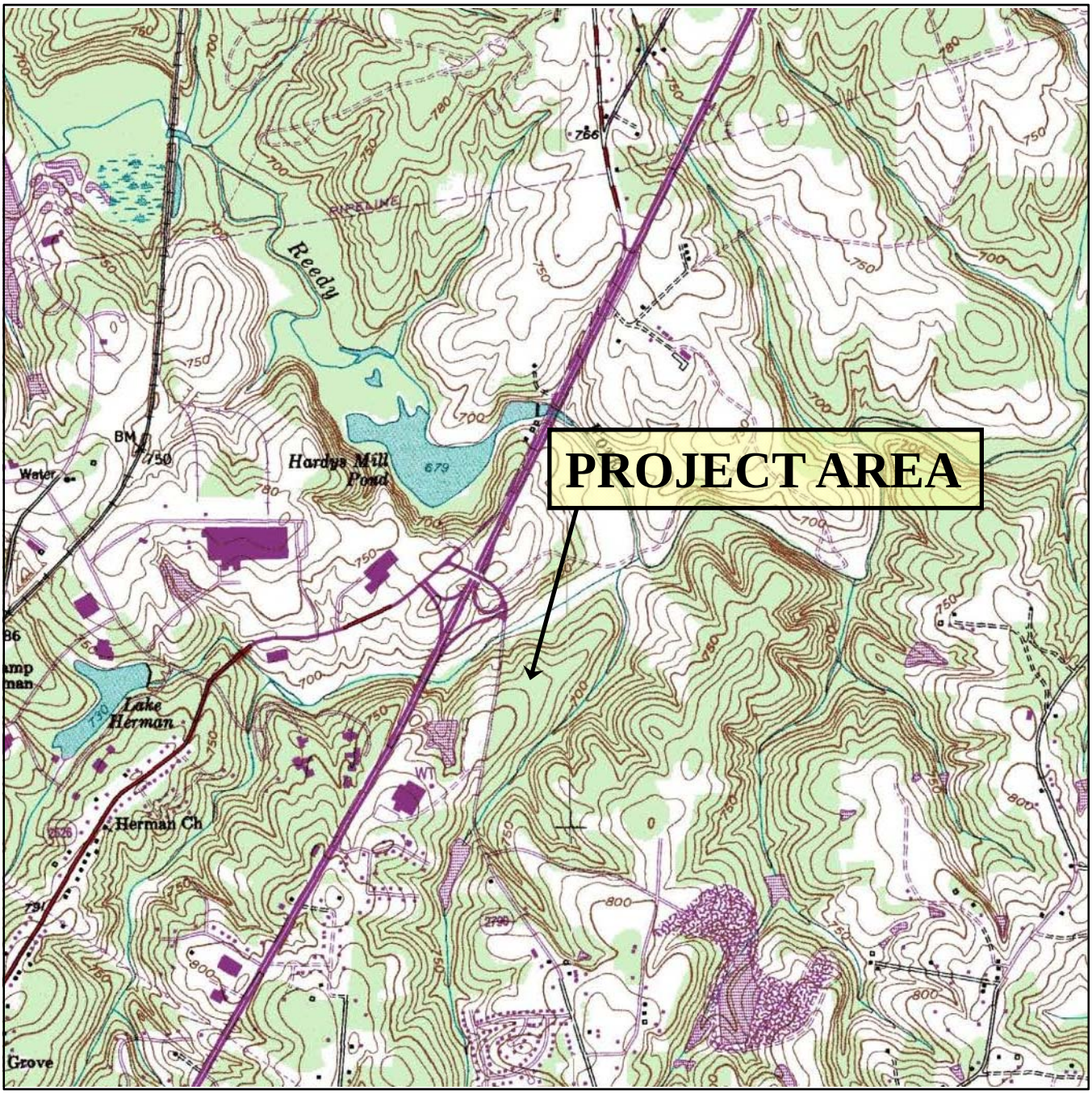
cc: Mr. Gordon Box, NC DOT (via email)
Mr. Cyrus Parker, NC DOT (via email)

Attachments:
Table 1 - Proposed Brownfields Sampling Locations and Laboratory Analyses
Figure 1 - Site Location Map
Figure 2 - Site Map
Figure 3 - Proposed Monitoring Well Location Map
Appendix A - Brownfields Plat
Appendix B – Environmental Documents

Table 1 (Page 1 of 1)
Proposed Brownfields Sampling Locations and Laboratory Analyses
Brownfields Project No. 15010-11-41
Greensboro, NC
H&H Project No. ROW-603

Sample ID	Sample Type	Approximate Boring Depth (ft)	# of Soil Samples	Soil Analyses	# of Water Samples	Groundwater Analysis
TMW-1 through TMW-5	Grab	30	(9) 2 at each location below 15 ft (1) (except TMW-3, only 1 sample)	VOCs (8260), 1,4-dioxane (8260 SIM), SVOCs (8270), and RCRA Metals (6010/7471)	1 at each location	VOCs (8260), 1,4-dioxane (8260 SIM), SVOCs (8270), and RCRA Metals (6010/7471)
IDW Soil	Composite	NA	1	VOCs (8260), 1,4-dioxane (8260 SIM), SVOCs (8270), RCRA Metals (6010/7471), TCLP RCRA Metals (6010/7471), TCLP VOCs (8260), and TCLP SVOCs (8270) (2)	NA	NA
IDW Water	Composite	NA	NA	NA	1	VOCs (8260), 1,4-dioxane (8260 SIM), SVOCs (8270), and RCRA Metals (6020/7471)

Notes:
EPA Method Number Follows Parameter in Parenthesis
VOCs = Volatile Organic Compounds; SVOCs = Semi-Volatile Organic Compounds
SIM = Select Ion Monitoring;
NA = Not Applicable
(1) Sample to be collected in capillary fringe or at maximum depth of DOT cut at that location if cut is above capillary fringe.
(2) TCLP analyses for RCRA Metals, VOCs, and SVOCs will only be performed in the event of high totals concentrations (i.e. exceeds 20:1 rule).
One duplicate soil sample and one duplicate groundwater sample will be collected from borings TMW-1 through TMW-5.



N

APPROXIMATE

0 2000 4000

SCALE IN FEET

U.S.G.S. QUADRANGLE MAP

BROWNS SUMMIT, NORTH CAROLINA, 1994

QUADRANGLE
7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE	**PROJECT LOCATION MAP**
PROJECT	BROWNFIELDS PROJECT #15010-11-41 3600 REEDY FORK PARKWAY GREENSBORO, NORTH CAROLINA

hart hickman
SMARTER ENVIRONMENTAL SOLUTIONS
2923 South Tryon Street-Suite 100
Charlotte, North Carolina 28203
704-586-0007 (p) 704-586-0373 (f)

DATE:	7-1-19	REVISION NO:	0
JOB NO:	ROW-603	FIGURE:	1

LEGEND

- APPROXIMATE BROWNFIELDS PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY.
- PROPOSED ROAD
- PROPOSED RIGHT-OF-WAY
- PROPOSED CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- KNOWN GROUNDWATER CONTAMINATION
- PROPOSED MONITORING WELL AND SOIL SAMPLE LOCATION
- 14 NC DOT PARCEL ID

N

APPROXIMATE
0 300 600
SCALE IN FEET

TITLE

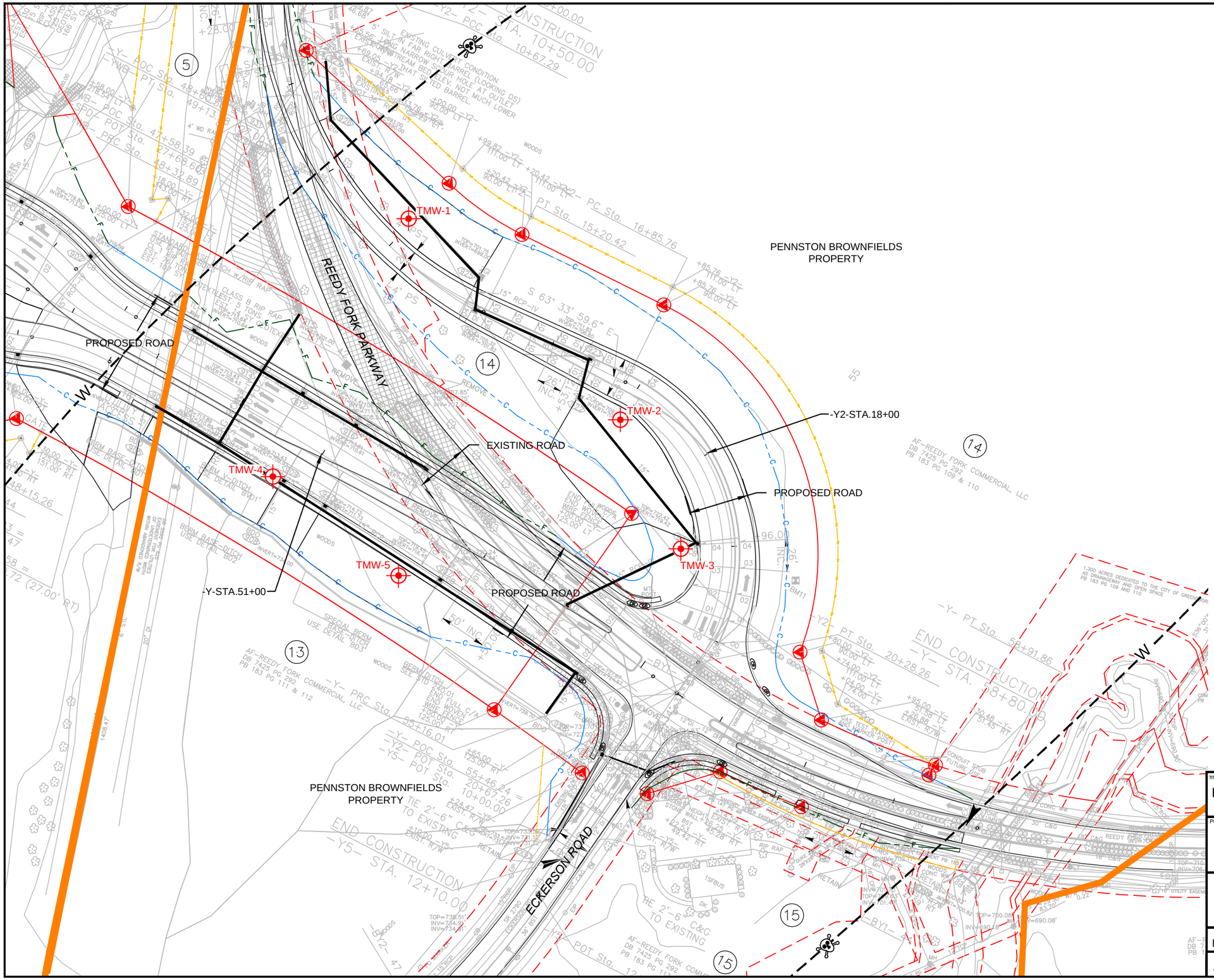
SITE MAP

PROJECT

BROWNFIELDS PROJECT #15010-11-41
ECKERSON ROAD & REEDY FORK PARKWAY
GREENSBORO, NORTH CAROLINA

hart hickman
SMARTER ENVIRONMENTAL SOLUTIONS
2923 South Tryon Street-Suite 100
Charlotte, North Carolina 28203
704-586-0007(p) 704-586-0373(f)
License # C-1269 / #C-245 Geology

DATE: 9-30-19	REVISION NO. 0
JOB NO. ROW-603	FIGURE NO. 2



LEGEND

- BROWNFIELDS PROPERTY BOUNDARY
- PROPOSED MONITORING WELL AND SOIL SAMPLE LOCATION
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- (14) NC DOT PARCEL ID
- PROPOSED DRAINAGE PIPE
- PROPOSED CATCH BASIN
- KNOWN GROUNDWATER CONTAMINATION

N

APPROXIMATE
0 100 200
SCALE IN FEET

TITLE
PROPOSED MONITORING WELL LOCATION MAP

PROJECT
BROWNFIELDS PROJECT #15010-11-41
ECKERSON ROAD & REEDY FORK PARKWAY
GREENSBORO, NORTH CAROLINA

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License # C-1269 / #C-245 Geology

DATE: 9-30-19	REVISION NO. 0
JOB NO. ROW-603	FIGURE NO. 3

Appendix A

Brownfields Plat

MAIL TO: EVANS ENGINEERING, INC. 4609 DUNDAS DRIVE GREENSBORO, N.C. 27407 (PICK UP) City of Greensboro

PLAT BOOK 188 PAGE 8

KEY:
EXISTING SANITARY SEWER PRIOR TO D.B. 5001 PG. 1160
EXISTING SANITARY SEWER MAN HOLE
WATER MAIN
EXISTING STORM CULVERT
FIRE HYDRANT
STORM DRAIN
STORM MAN HOLE
FLARED END SECTION
EXISTING EASEMENT
EXISTING RIGHT OF WAY
CENTERLINE OF CREEKS
100 YEAR FLOOD BOUNDARY
BOUNDARY OF BROWNSFIELD PROPERTY
TW TEMPORARY SHALLOW WELL
PWR PARTIALLY WEATHERED ROCK WELLS (INTERMEDIATE-DEPTH GROUNDWATER)
BR BEDROCK WELLS (DEEP WELLS)
POWER POLES
RCP REINFORCED CONCRETE PIPE
D.M.&U.E. DRAINAGE MAINTENANCE AND UTILITY EASEMENT
CMP CORRIGATED METAL PIPE
DIP DUCTILE IRON PIPE
VCP VITRIFIED CLAY PIPE
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
R.W. RIGHT-OF-WAY
COG CITY OF GREENSBORO
EIP EXISTING IRON PIPE

U.S. HIGHWAY # 29
250' RIGHT-OF-WAY

AF-REEDY FORK LLC.
TRACT 18
D.B. 7425 PG. 0286
P.B. 184 PG. 57
TAX PID 0219586

1% ANNUAL CHANCE FLOOD (FLOOD AREA)

CITY OF GREENSBORO
(NO LONGER IN USE AS A PUMP STATION)
D.B. 3050 PG. 0880
CORRECTION DEED D.B. 3121 PG. 0309
SEE G-305E PUMP STATION #5

DRAINAGEWAY AND OPEN SPACE
D.B. 5001 PG. 1165
P.B. 149 PG. 13
TAX PID 0084331

REEDY FORK RANCH
OUTFALL #2
(EX. 30" SAN. SEWER &
16" D.I.P. FORCE MAIN)
25' PERMANENT
RIGHT OF WAY
D.B. 3743 PG. 229
D.B. 3050 PG. 886
SEE C.O.G. D-305-D

EXISTING N.C.D.O.T. RIGHT-OF-WAY

APPROXIMATE CENTERLINE OF CREEKS

DRAINAGEWAY AND OPEN SPACE
D.B. 5001 PG. 1165
P.B. 147 PG. 63
TAX PID 0083998

APPROXIMATE LOCATION CONCRETE WALKING TRAIL OR PATH

EXISTING 20" WATER MAIN

APPROX LOCATION OF EXISTING 16" FORCE MAIN

EXISTING 30" RCP SANITARY SEWER

DESIGNATED BY F.E.M.A. REEDY FORK TRIBUTARY 9

DEDICATED TO THE CITY OF GREENSBORO AND THE PUBLIC AS A DRAINAGEWAY AND OPEN SPACE=4.212 ACRES SEE P.B. 183 PG. 109

CONSERVATION EASEMENT
D.B. 5558 PG. 1377
4.86 AC +/-

EXISTING BOX CULVERTS

CREEK

1% ANNUAL CHANCE FLOOD (FLOOD AREA)

AF-REEDY FORK COMMERCIAL LLC.
TRACT 19
D.B. 7425 PG. 0292
P.B. 183 PG. 109
TAX PID 0219587

COMMON ELEMENTS
PB 147 PG 63

WILLOW CREEK
P.B. 147 PG. 63

BLACK LOCUST TERRACE
BLACK WILLOW DRIVE
BLACK GUM PLACE
PEPPERBUSH DRIVE

1.144 ACRES+/- IN ABANDONED ECKERSON ROAD NOT INCLUDED IN D.B. 5001 PG. 1160 (ABANDONED IN D.B. 5595 PG. 0825)

A-3
52.518 AC +/-

ECKERSON ROAD OUTFALL (SANITARY SEWER)
D.B. 3517 PG. 2053
15' PERMANENT R/W
C.O.G. MAP G-354-F

30" RCP

30' DRAINAGE EASEMENT PER P.B. 147 PG. 68

15" RCP

REEDY FORK PARKWAY A RESIDENTIAL STREET PUBLIC R/W VARIES SEE P.B. 183 PG. 109

DEDICATED TO THE CITY OF GREENSBORO AND THE PUBLIC AS A DRAINAGEWAY AND OPEN SPACE=1.300 ACRES SEE P.B. 183 PG. 109

APPROXIMATE CENTERLINE OF CREEKS

8" UTILITY EASEMENT (TYP.)

TWIN 8'X8' BOX CULVERTS

AF-REEDY FORK COMMERCIAL LLC.
TRACT 20
D.B. 7425 PG. 0292
P.B. 183 PG. 111
TAX PID 0219588
A-1
9.836 AC +/-

ECKERSON ROAD
A RESIDENTIAL STREET
66' PUBLIC R/W

SALES CENTER AND PARKING AREA

28'x28' DUKE POWER ESMT.

APPROXIMATE LOCATION CONCRETE SIDEWALK

APPROXIMATE LOCATION CONCRETE WALKING TRAIL OR PATH

54" RCP

LANDSCAPED MEDIAN (TYP)

RIGHT-OF-WAY (TYP.)

UTILITY EASEMENT (TYP.)

P.B. 149 PG. 11 SEE NOE #15

AF-REEDY FORK LLC.
TRACT 22
D.B. 7425 PG. 0286
P.B. 183 PG. 115
TAX PID 0219590

A-2
11.136 AC +/-

A-5a
4.585 AC +/-

WATER MAIN

UTILITY EASEMENT (TYP.)

APPROXIMATE CENTERLINE OF CREEKS

DELTA PHOENIX, INC.
D.B. 7309 PG. 2280
TAX PID#0217287

AF-REEDY FORK COMMERCIAL LLC.
TRACT 21
D.B. 7425 PG. 0292
P.B. 183 PG. 113
TAX PID 0219589

OLD SECTION OF S.R. 2790 ECKERSON ROAD, ROADWAY REMOVED.

100' R.W. NOW ABANDONED

N.C.D.O.T. PROJECT 8.15364
SECTION 2, SHEET 1 OF 4
REVISED 4-3-1963
N.C.D.O.T. PROJECT
COUNTY ROAD #2790
SHEET 1 OF 3, 7-1-61

60' R.W. NOW ABANDONED

CITY LIMITS (OUT)

CITY LIMITS (IN)

EXISTING PAVEMENT

RIGHT-OF-WAY (TYP.)

EXISTING 20" WATER MAIN

DEDICATED TO THE CITY OF GREENSBORO AND THE PUBLIC AS A DRAINAGE WAY AND OPEN SPACE. AREA=8.460 ACRES SEE DEDICATION NOTE P.B. 183 PG. 113

MARTIN MARIETTA MATERIALS INC.
D.B. 4164 PG. 116
TAX PID#0127285

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S55°48'04"E	86.36'
L-2	S43°02'35"E	58.61'
L-3	S52°22'11"E	126.27'
L-4	N86°38'09"E	48.66'
L-5	S03°34'29"E	124.14'
L-6	S34°44'52"W	45.22'
L-7	N83°31'22"W	23.32'
L-8	S40°54'56"W	151.45'
L-9	S00°46'26"W	345.37'
L-10	S41°51'44"W	166.18'
L-11	S02°51'41"E	64.69'
L-12	N84°00'30"W	40.51'
L-13	S45°36'59"W	156.55'
L-14	S01°18'00"W	96.23'
L-15	S01°18'00"W	34.64'

DEDICATED AS DRAINAGEWAY AND OPEN SPACE

CONSERVATION EASEMENT

ABANDONED RIGHT OF WAY

THE 1% ANNUAL CHANCE FLOOD. (FLOOD PLAIN AREA PER FEMA FLOOD MAPS)

NOTES:

1. AREA DETERMINED BY D.M.D.
2. BOUNDARY LINES NOT SURVEYED ARE SHOWN DASHED.
3. ALL PROPERTY CORNERS ARE MARKED BY IRON PIPES (UNLESS OTHERWISE SHOWN).
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE SEARCH.
5. ALL DISTANCES SHOWN ON THIS PLAT ARE HORIZONTAL FEET AS STAKED IN THE FIELD.
6. ALL TRACTS TO BE SERVED WITH CITY OF GREENSBORO WATER AND SEWER.
7. THE 10% POINT OCCURS PRIOR TO THE SITE OUTLET, THEREFORE THE PROPOSED DEVELOPMENT IS EXEMPT FROM THE STORMWATER MANAGEMENT REQUIREMENTS OF SECTION 27-22(g) OF THE STORMWATER MANAGEMENT ORDINANCE.
8. EASEMENTS SHALL BE UTILIZED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS AND DISCLAIMERS CONTAINED IN SECTIONS 30-12-8.1(B)&(D) OF THE CITY OF GREENSBORO LAND DEVELOPMENT ORDINANCE.
9. PRIOR TO ANY TRACT BEING DEVELOPED, THAT TRACT MUST SUBMIT A FLOW TRACKING FORM TO THE CITY OF GREENSBORO WATER RESOURCES DEPARTMENT.
10. THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MAP 3710789800J DATED JUNE 18, 2007.
11. THERE IS A 10 FOOT UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS.
12. THE HORIZONTAL AND VERTICAL SIGHT DISTANCE HAS BEEN VERIFIED FOR ACCESS POINTS TO REEDY FORK PARKWAY.
13. 20' X 200' SIGHT TRIANGLES AT ALL INTERSECTIONS ARE MEASURED FROM BACK OF CURB. THESE WILL BE RECORDED ON ALL AFFECTED LOTS.
14. THIS PROPERTY WAS ANNEXED INTO THE CITY OF GREENSBORO CORPORATE LIMITS D.B. 4971 PG. 0560.
15. SEE PLAT RECORDED IN PLAT BOOK 149 PAGE 11 FOR TIES MADE TO NORTH CAROLINA GRID SYSTEM.

UTILITY NOTICE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, RECORDED EASEMENTS, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.

BK: P 188
PG: 7-8
RECORDED:
11-10-2014
04:37:44 PM
BY: HSIAO-WEI AHERON
DEPUTY-GB

2014057206
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $42.00

SURVEY PLAT
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY

CURRENT OWNER NAME, AF REEDY FORK COMMERCIAL LLC,
PROSPECTIVE DEVELOPER, REEDY FORK INVESTMENTS, LLC,
PROPERTY LOCATION TAX PID #0219587, #0219588, #0219589

MONROE TOWNSHIP~GUILFORD COUNTY
GREENSBORO, NORTH CAROLINA
OCTOBER 04, 2013

200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

Evans Engineering, Inc.
Since 1974
Engineers Surveyors Planners
License #C0168
4609 Dundas Drive
Greensboro,
North Carolina 27407
Fax 336-854-8876
Phone 336-854-8877

DWG: H:\DRAWINGS\Reedy Fork\Surveyors\BROWNSFIELD PLAT 4-10-13.dwg
PROJECT: 1086-51 DRAWN BY: PM

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PLAYGROUNDS, PARKS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZE(S) THE CITY OF GREENSBORO TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NC.

AF-REEDY FORK COMMERICAL LLC, BY RECORDATION OF THIS PLAT, HEREBY GIVES, GRANTS AND CONVEYS TO AT&T, DUKE ENERGY, PIEDMONT NATURAL GAS COMPANY, TIME WARNER CABLE AND THE CITY OF GREENSBORO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS RIGHT-OF-WAY AND EASEMENTS TO MAINTAIN AND SERVICE THEIR RESPECTIVE WIRES, LINES, CONDUITS AND PIPES IN THEIR PRESENT LOCATIONS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AS NECESSARY, FOR THE PURPOSE OF MAINTAINING AND SERVICING SAID WIRES, LINES, CONDUITS AND PIPES.

WHEN GRADE OF ADJACENT PROPERTY DOES NOT CONFORM TO THE STREET GRADE, AN EASEMENT IS EFFECTIVE FOR THE PURPOSE OF SLOPING EMBANKMENTS FROM STREET GRADE LEVEL AT THE PROPERTY LINE HAVING A SLOPE RATIO OF THREE FEET HORIZONTAL FOR EACH FOOT OF VERTICAL DIMENSIONS.

AF-REEDY FORK COMMERCIAL LLC,

(919) 861-2910

BY: Craig A. Brin
MANAGER

ATTEST: Jan A. Oliver
JAMES A. OLIVER, ATTORNEY FOR AF-REEDY FORK COMMERCIAL, LLC

SURVEYOR'S

"I, ROBERT S. DISCHINGER, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 7425, Page 286/292, etc.)(Other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE, Page MAP; that the ratio of precision as calculated is 1: 10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and Seal this 4th day of October, A.D., 20 13.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NORTH CAROLINA PROFESSIONAL SEAL OR STAMP L-4521 LAND SURVEYOR ROBERT S. DISCHINGER

L-4521

This plat does not require a certificate of approval by the Division of Highways as provided in G.S. 136-102.6, subsection (G).

Signed _____ Date 11/7/14
DIRECTOR OF PLANNING

Approved for recordation by the City of Greensboro, North Carolina on the 7th day of NOV, 2014, pursuant to the Greensboro Development Ordinance.

_____ 11/7/14
Planning Director

STATE OF NORTH CAROLINA
GUILFORD COUNTY

I Nicole Wood, REVIEW OFFICER FOR THE CITY OF GREENSBORO, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING.

_____ 11/10/14
REVIEW OFFICER DATE

Approved FOR THE PURPOSES OF N.C.G.S. 130A-310.35

Michael E. Scott 9/12/14
LINDA M. CULPEPPER, DEPUTY DIRECTOR
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
MICHAEL E. SCOTT

LEGAL DESCRIPTION OF BROWNSFIELD PROPERTY

BEGINNING AT A NEW IRON PIPE IN THE NORTHERN LINE OF MARTIN MARIETTA MATERIALS, INC. AS RECORDED IN DEED BOOK 4164 PAGE 1160 ALSO BEING GUILFORD COUNTY TAX PARCEL 4-193-441-30, THENCE WITH THE NORTHERN LINE OF SAID MARTIN MARIETTA MATERIALS, INC. S 75 DEG. 13 MIN. 29 SEC. W DISTANCE BEING 1336.78 FEET TO A RAILROAD SPIKE IN THE CENTER OF ECKERSON ROAD (STATE ROAD 2790) THENCE WITH THE CENTERLINE OF SAID ECKERSON ROAD N 11 DEG. 08 MIN. 11 SEC. E DISTANCE BEING 315.67 FEET TO A POINT IN THE CENTERLINE OF NOW ABANDONED ECKERSON ROAD, THENCE WITH THE CENTERLINE OF NOW ABANDONED ECKERSON ROAD N 11 DEG. 38 MIN. 02 SEC. E DISTANCE BEING 1655.45 FEET TO A NAIL IN THE CENTERLINE OF OLD ECKERSON ROAD OVER AN EXISTING BOX CULVERT, THENCE WITH AN EASTERN LINE OF REEDY FORK EAST, LLC. AS RECORDED IN DEED BOOK 5001 PAGE 1165 N 58 DEG. 36 MIN. 53 SEC. E DISTANCE BEING 2077.71 FEET TO AN IRON PIPE, THENCE S 14 DEG. 40 MIN. 08 SEC. W DISTANCE BEING 45.12 FEET TO AN IRON PIPE, THENCE S 09 DEG. 38 MIN. 00 SEC. W DISTANCE BEING 88.77 FEET TO AN IRON PIPE, SAID IRON PIPE BEING A COMMON CORNER BETWEEN WILLOW CREEK AT REEDY FORK RANCH MAP 1 OF 2 AS RECORDED IN PLAT BOOK 147 PAGE 63 AND REEDY FORK RANCH DRAINAGEWAY AND OPEN SPACE DEDICATION SHEET 3 OF 4 AS RECORDED IN PLAT BOOK 149 PAGE 13, THENCE WITH THE NORTHERN LINE OF SAID WILLOW CREEK AT REEDY FORK RANCH MAP 1 OF 2 AS RECORDED IN PLAT BOOK 147 PAGE 63 S 55 DEG. 48 MIN. 04 SEC. E DISTANCE BEING 86.36 FEET TO AN IRON PIPE, THENCE S 43 DEG. 02 MIN. 35 SEC. E DISTANCE BEING 58.61 FEET TO AN IRON PIPE, THENCE S 52 DEG. 22 MIN. 11 SEC. E DISTANCE BEING 126.27 FEET TO A NEW IRON PIPE, THENCE N 86 DEG. 38 MIN. 09 SEC. E DISTANCE BEING 48.66 FEET TO A NEW IRON PIPE, THENCE S 03 DEG. 34 MIN. 29 SEC. E DISTANCE BEING 124.14 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 44 MIN. 52 SEC. W DISTANCE BEING 45.22 FEET TO A NEW IRON PIPE, THENCE N 83 DEG. 31 MIN. 22 SEC. W DISTANCE BEING 23.32 FEET TO A NEW IRON PIPE, THENCE S 40 DEG. 54 MIN. 56 SEC. W DISTANCE BEING 151.45 FEET TO A NEW IRON PIPE, THENCE S 21 DEG. 43 MIN. 28 SEC. W DISTANCE BEING 196.57 FEET TO A NEW IRON PIPE, THENCE S 00 DEG. 46 MIN. 26 SEC. W DISTANCE BEING 345.37 FEET TO A NEW IRON PIPE, THENCE S 35 DEG. 34 MIN. 04 SEC. W DISTANCE BEING 155.02 FEET TO A NEW IRON PIPE, THENCE S 41 DEG. 51 MIN. 44 SEC. W DISTANCE BEING 166.18 FEET TO A NEW IRON PIPE, THENCE S 02 DEG. 51 MIN. 41 SEC. E DISTANCE BEING 64.69 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 56 MIN. 07 SEC. W DISTANCE BEING 239.30 FEET TO A NEW IRON PIPE, THENCE N 84 DEG. 00 MIN. 30 SEC. W DISTANCE BEING 40.51 FEET TO A NEW IRON PIPE, THENCE S 45 DEG. 36 MIN. 59 SEC. W DISTANCE BEING 156.55 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 02 MIN. 40 SEC. E DISTANCE BEING 109.73 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 56 MIN. 07 SEC. W DISTANCE BEING 107.26 FEET TO A NEW IRON PIPE, THENCE S 53 DEG. 20 MIN. 27 SEC. W DISTANCE BEING 390.48 FEET TO A NEW IRON PIPE ON THE SOUTHERN RIGHT OF WAY FOR REEDY FORK PARKWAY, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR REEDY FORK PARKWAY BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 989.00 FEET CHORD BEARING OF N 86 DEG. 13 MIN. 12 SEC. W CHORD DISTANCE BEING 70.29 FEET TO A NEW IRON PIPE, THENCE S 74 DEG. 29 MIN. 30 SEC. W DISTANCE BEING 83.92 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 18 MIN. 00 SEC. W DISTANCE BEING 96.23 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 18 MIN. 00 SEC. W DISTANCE BEING 34.64 FEET TO A NEW IRON PIPE, THENCE S 02 DEG. 52 MIN. 55 SEC. W DISTANCE BEING 211.63 FEET TO A NEW IRON PIPE, THENCE S 38 DEG. 15 MIN. 45 SEC. E DISTANCE BEING 213.94 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 78.075 ACRES MORE OR LESS

LAND USE RESTRICTIONS

NCGS 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DENR shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:

1. No use may be made of the Brownfields Property other than for commercial retail and office use or other commercial uses approved in advance and in writing by DENR. For purposes of this restriction, the following definitions apply:
   a. Retail shall mean the sale of goods directly to the consumer; and
   b. Office shall mean places where business or professional services (including medical services) are rendered.

2. Any future demolition of buildings constructed on the Brownfields Property shall be conducted in strict 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 or its successors in function.

3. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without DENR's prior written approval on such conditions as DENR determines are warranted, which may include prior sampling and analysis of groundwater to DENR's written satisfaction. If sampling occurs and discloses to DENR contamination that DENR determines may place at risk the Brownfields Property's suitability for the use specified in land use restriction 1. above or public health or the environment, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

4. No building may be constructed on the Brownfields Property unless and until DENR determines in writing that:
   a. the building would be sufficiently distant from the Brownfields Property's groundwater contamination and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or
   b. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.

5. Soil may not be disturbed at the Brownfields Property at a depth greater than fifteen (15) feet below the surface of the ground without DENR's prior written approval and on such conditions 1) as DENR determines are warranted to ensure the Brownfields Property is suitable for the uses specified above in land use restriction 1.

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

7. No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

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

9. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those referenced above in paragraph 7 of, or listed in Exhibit 2 to, Exhibit A hereto, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities.

10. The owner of any portion of the Brownfields Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

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

12. During January of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Guilford County Register of Deeds office and that the land use restrictions are being complied with, and stating:
   a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year;
   b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year; and
   c. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 4.b. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 33.a. of Exhibit A hereto, at the address stated therein.

Exhibit 2 – Contaminant Tables

Table A - Groundwater Contaminants

Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Screening Level (µg/L)	Unrestricted Industrial/Commercial Use Vapor Intrusion Screening Level[1] (for reference only) (µg/L)	Unrestricted Use 2L Groundwater Standard[2] (for reference only) (µg/L)
1,1-Dichloroethene	TW-1	6-25-08	52	160	350
	TW-16	6-26-08	2,100		
	TW-15	6-26-08	95		
	PWR-1	6-25-08	200		
	PWR-2	6-26-08	310		
	PWR-4	6-26-08	700		
	PWR-7	8-5-10	120		
	PWR-8	8-5-10	170		
	BR-1	6-26-08	500		
1,1-Dichloroethane	TW-16	6-26-08	170	330	6
	PWR-2	6-26-08	29		
	PWR-4	6-26-08	54		
	BR-1	6-26-08	38		
1,2-Dichloroethane	PWR-2	6-26-03	3.0	98	0.4
	PWR-8	8-5-10	1.4		
1,1,1-Trichloroethane	TW-16	6-26-08	810	6,300	200
1,4-Dioxane	TW-1	6-25-09	41	NS	3
	TW-16	6-26-08	1,000		
	TW-15	6-26-08	59		
	PWR-2	6-26-08	120		
	PWR-4	6-26-08	270		
	PWR-7	8-5-10	37		
	PWR-8	8-5-10	65		
	BR-1	6-26-08	190		

Notes: 1. Screening Levels are contained in NC DENR's Superfund Section's Inactive Hazardous Sites Branch (IHSB) "IHSB Industrial/Commercial Vapor Intrusion Screening Table," July 2012 version.
2. Groundwater Standard are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202, April 1, 2013 version.

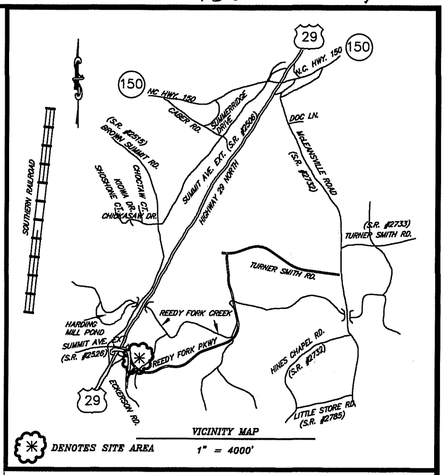
Table B - Soil Gas Detections

Note: Detected concentrations of compounds in soil gas do not exceed unrestricted industrial/commercial use vapor intrusion screening levels for soil gas.

Soil Gas Compound	Sample Location	Depth[1] (ft bgs[2])	Date of Maximum Concentration Sampling	Maximum Concentration Detected (µg/m³)	Unrestricted Use Screening Level[3] (for reference only) (µg/m³)
1,1-Dichloroethene	VP-8 (TW-16[4])	30	9-30-2009	110	1,760
	VP-9 (PWR-4[4])	22	9-30-2009	<0.32	
	VP-10 (PWR-2[4])	20	9-30-2009	120	
1,1-Dichloroethane	VP-8 (TW-16[4])	30	9-30-2009	<3.1	770
	VP-9 (PWR-4[4])	22	9-30-2009	<3.3	
	VP-10 (PWR-2[4])	20	9-30-2009	4.1	
1,1,1-Trichloroethane	VP-8 (TW-16[4])	30	9-30-2009	37	44,000
	VP-9 (PWR-4[4])	22	9-30-2009	<4.5	
	VP-10 (PWR-2[4])	20	9-30-2009	60	

Notes: 1. Soil gas samples were collected from within the capillary fringe.
2. bgs = below ground surface
3. Soil gas screening levels are from NC DENR's Superfund Section's Inactive Hazardous Sites Branch (IHSB) "IHSB Industrial/Commercial Vapor Intrusion Screening Table," July 2012 version.
4. Soil gas sampling locations VP-8, VP-9 and VP-10 were paired with groundwater monitoring locations TW-16, PWR-4 and PWR-2, respectively.

"THE SAMPLE LOCATIONS OR DESIGNATED CONTAMINATED AREA(S) AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING."



BK: P 188
PG: 7-8
RECORDED:
11-10-2014
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BY: HSIAO-WEI AHERON
DEPUTY-GB

2014057206
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $42.00

SURVEY PLAT
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY

CURRENT OWNER NAME, AF REEDY FORK COMMERCIAL LLC,

PROSPECTIVE DEVELOPER, REEDY FORK INVESTMENTS, LLC,

PROPERTY LOCATION TAX PID #0219587, #0219588, #0219589

MONROE TOWNSHIP~GUILFORD COUNTY

GREENSBORO, NORTH CAROLINA

OCTOBER 04, 2013

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

Evans Engineering, Inc.
— Since 1974 —
Engineers Surveyors Planners
License #C0168

4609 Dundas Drive
Greensboro,
North Carolina 27407
Fax 336-854-8876
Phone 336-854-8877

DWG: H:\DRAWINGS\Reedy Fork\Surveyors\BROWNSFIELD PLAT 4-10-13.dwg
PROJECT: 1086-51 DRAWN BY: PM

Appendix B

Environmental Documents

BK: R 7650
PG: 803-837
RECORDED:
11-10-2014
04:37:45 PM
BY: HSIAO-WEI AHERON
DEPUTY-GB

2014057207
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $106.00

Property Owner: AF-Reedy Fork Commercial, LLC PU Brooks
Recorded in Book 188, **Page** 7
Associated plat recorded in Plat Book ____, **Page** ____

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 10th **day of** November, 2014 **by Reedy Fork Investments, LLC (hereinafter "Prospective Developer").**

The Notice concerns contaminated property.

A
35

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (hereinafter "NCGS"), Section (hereinafter "§") 130A-310.35(b).

This Notice is required by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a property (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS Chapter 130A, Article 9, Part 5 (hereinafter the "Act").

Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer's receipt of DENR's approval of the Notice or Prospective Developer's entry into the Brownfields Agreement required by the Act, whichever is later. Pursuant to NCGS § 130A-310.35(c), the copy of the Notice certified by DENR must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under Prospective Developer's name.

The Brownfields Property consists of approximately 78 acres and is located at 3600 Reedy Fork Parkway, Greensboro, Guilford County, North Carolina. The Brownfields Property has been wooded and undeveloped since at least 1937. No release of regulated substances is known or suspected to have occurred at the Brownfields Property. Groundwater at the Brownfields Property is known to be contaminated with chlorinated solvents that have migrated in groundwater to the Brownfields Property from the adjoining Wysong & Miles manufacturing site. Prospective

Developer intends to develop the Brownfields Property for commercial retail and office use or other commercial use approved in advance and in writing by DENR.

The Brownfields Agreement between Prospective Developer and DENR is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32. The Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Property's regulated substances and contaminants.

Exhibit B to this Notice is a reduction, to 8 1/2" x 11", of the plat component of this Notice. The plat shows areas designated by DENR, has been prepared and certified by a professional land surveyor, 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 DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DENR shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for commercial retail and office use or other commercial uses approved in advance and in writing by DENR. For purposes of this restriction, the following definitions apply:
   a. Retail shall mean the sale of goods directly to the consumer; and
   b. Office shall mean places where business or professional services (including medical services) are rendered.

2. Any future demolition of buildings constructed on the Brownfields Property shall be conducted in strict 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 or its successors in function.

3. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without DENR's prior written approval on such conditions as DENR determines are warranted, which may include prior sampling and analysis of groundwater to DENR's written satisfaction. If sampling occurs and discloses to DENR contamination that DENR determines may place at risk the Brownfields Property's suitability for the use specified in land use restriction 1. above or public health or the environment, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

4. No building may be constructed on the Brownfields Property unless and until DENR determines in writing that:

a. the building would be sufficiently distant from the Brownfields Property's groundwater contamination and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or

b. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.

5. Soil may not be disturbed at the Brownfields Property at a depth greater than fifteen (15) feet below the surface of the ground without DENR's prior written approval and on such conditions 1) as DENR determines are warranted to ensure the Brownfields Property is suitable for the uses specified above in land use restriction 1.

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

7. No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

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

9. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those referenced above in paragraph 7 of, or listed in Exhibit 2 to, Exhibit A hereto, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping

activities.

10. The owner of any portion of the Brownfields Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

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

12. During January of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1st, this Notice containing these land use restrictions remains recorded at the Guilford County Register of Deeds office and that the land use restrictions are being complied with, and stating:

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

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

c. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 4.b. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 33.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DENR through the remedies provided in NCGS 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 23 day of September, 2014.

Reedy Fork Investments, LLC

By: _____
Coolidge A. Porterfield
Manager

NORTH CAROLINA
GUILFORD 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: Coolidge A. Porterfield.

Date: 9-23-2014

_____
Official Signature of Notary

Lynne Gray
Notary's printed or typed name, Notary Public
My commission expires: 2-12-2019

NOTARY PUBLIC
LYNNE GRAY
GUILFORD COUNTY, NC

(Official Seal)

****

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.

AF-Reedy Fork Commercial, LLC

By: Craig A Briner 9.30.14

Name of signatory typed or printed: Craig Briner
Manager

Date

NORTH CAROLINA
WAKE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Craig Briner.

Date: 9/30/14

Official Signature of Notary

JAMES A. OLIVER
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11-7-2017.

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

(Official Seal)

****

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

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

North Carolina Department of Environment and Natural Resources

By: Michael E. Scott 9/12/14

Michael E. Scott
Deputy Director, Division of Waste Management

Date

****

CERTIFICATION OF REGISTER OF DEEDS

The foregoing documentary component of the Notice of Brownfields Property, and the associated plat, are certified to be duly recorded at the date and time, and in the Books and Pages, shown on the first page hereof.

Register of Deeds for Guilford County

By: _____ _____

Name typed or printed: _____ Date

Deputy/Assistant Register of Deeds

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Reedy Fork Investments, LLC

UNDER THE AUTHORITY OF THE BROWNFIELDS PROPERTY REUSE ACT OF 1997, N.C.G.S. § 130A-310.30, et seq. Brownfields Project # 15010-11-41	))))	BROWNFIELDS AGREEMENT re: Pennston Property 3600 Reedy Fork Parkway Greensboro, Guilford County

I. INTRODUCTION

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

Reedy Fork Investments, LLC is a manager-managed North Carolina limited liability company; its registered office address is 600 Green Valley Road, Suite 200, Greensboro, NC 27408. This Agreement concerns approximately 78 acres located at 3600 Reedy Fork Parkway, Greensboro, Guilford County, North Carolina that Reedy Fork Investments, LLC has acquired and will acquire. Groundwater contamination is present on the property due, on information and belief, to past activities conducted in the vicinity of the site. Reedy Fork Investments, LLC intends to redevelop the property for commercial retail and office use or other commercial use approved in advance in writing by DENR. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR's Covenant Not to Sue

and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of Reedy Fork Investments, LLC for contaminants at the property which is the subject of this Agreement.

The Parties agree that Reedy Fork Investments, LLC's entry into this Agreement, and the actions undertaken by Reedy Fork Investments, LLC in accordance with the Agreement, do not constitute an admission of any liability by Reedy Fork Investments, LLC.

The resolution of this potential liability, in exchange for the benefit [name of Prospective Developer] shall provide to DENR, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.

2. "Prospective Developer" shall mean Reedy Fork Investments, LLC.

III. STATEMENT OF FACTS

3. The Property is located at 3600 Reedy Fork Parkway, Greensboro, Guilford County, North Carolina and comprises approximately 78 acres. Prospective Developer has committed itself to redevelopment for no uses other than for commercial retail and office use or other commercial use approved in advance in writing by DENR.

4. The Property is bordered to the north by undeveloped woodland or farmland, to the south and west by undeveloped woodland, and to the east by single-family residential

development.

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

Title	Prepared by	Date of Report
Hydrogeologic and Contamination Assessment – Phase II, Wysong & Miles Company, Greensboro, North Carolina	Delta	4/6/1989
Phase I Environmental Site Assessment Update, Reedy Fork Ranch, Highway 29, Brown Summit, North Carolina	ECS, Ltd.	5/3/1999
Report of Environmental Assessment [Phase II Environmental Assessment], Reedy Fork Ranch, Brown Summit, North Carolina	ECS, Ltd.	1/13/2000
Report of Groundwater Assessment Services, Reedy Fork Ranch, Greensboro, North Carolina	ECS. Ltd.	3/8/2005
Report of Groundwater Assessment Services – Bedrock Aquifer, Reedy Fork Ranch, Greensboro, North Carolina	ECS, Ltd.	4/26/2005
Phase I Environmental Site Assessment, Reedy Fork Ranch, Parcel A-5, Greensboro, North Carolina	ECS, Ltd.	3/3/2006
Phase I Environmental Site Assessment, Reedy Fork Ranch, Parcel A-3, Greensboro, North Carolina	ECS, Ltd.	5/25/2006
Quarterly Ground Water Monitoring Report – December 2007, Wysong & Miles Facility, Greensboro, North Carolina	Hart & Hickman	2/15/2008
Quarterly Ground Water Monitoring Report – October 2008, Wysong & Miles Facility, Greensboro, North Carolina	Hart & Hickman	1/21/2009
Human Health Risk Assessment, Development of Risk-Based Screening Levels, Wysong & Miles Facility, Greensboro, North Carolina	Safrisk	March 2009
Human Health Risk Assessment Report, Wysong & miles Facility, Greensboro, North Carolina	Hart & Hickman	5/8/2009
Site Summary Report, Wysong & Miles	Hart & Hickman	7/6/2009

Facility & Off-site Areas, Greensboro, North Carolina		
Soil Vapor Investigation Report, Wysong & Miles Facility, Greensboro, North Carolina	Hart & Hickman	10/30/2009
Off-site (Pennston Property) Ground-water Assessment, Wysong & Miles Company, Greensboro, North Carolina	Hart & Hickman	9/15/2010

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

a. Based on available aerial photographs, the Property has been wooded and undeveloped since at least 1937, the date of the earliest known aerial photograph. Prospective Developer purchased approximately 73.5 acres of the Property on April 6, 2000 and purchased the remaining 4.585 acres of the Property on September 26, 2011.

7. Pertinent environmental information regarding the Property includes the following:

a. No release of regulated substances is known or suspected to have occurred at the Property, and no manufacturing or other activities that may or would be likely to have resulted in such a release are known or suspected to have occurred at the Property.

b. The Property is located approximately 700 feet east-northeast of a Wysong & Miles (W&M) facility. W&M, a manufacturer of large scale precision metal working machinery, has operated the facility since 1965. Releases of the chlorinated solvent 1,1,1-Trichloroethane (1,1,1-TCA), which was used for degreasing metal surfaces prior to painting and for general parts degreasing, was discovered at the facility in October 1987. The only known contamination at the Property is in groundwater that has migrated from the W&M facility to the Property. Thus, the W&M facility is believed to be the source of the groundwater contamination

present at the Property. Groundwater occurs at the Property at depths ranging from approximately 20 to 35 feet below ground surface.

c. Groundwater contaminants at the Property include 1,1,1-TCA, 1,1-Dichloroethene (1,1-DCE), 1,1-Dichloroethane (1,1-DCA), 1,2-Dichloroethane and 1,4-Dioxane (a related solvent stabilizer). All of these compounds are present at the Property in concentrations that exceed North Carolina unrestricted use groundwater standards contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L) ("2L Standards"). In six of the nine groundwater monitoring locations at the Property, the compound 1,1-DCE is present in concentrations that exceed the Groundwater Screening Level for vapor intrusion (VI) contained in DENR's Division of Waste Management Non-Residential Vapor Intrusion Screening Levels, (January 2014 version).

d. Three soil gas samples were collected from the vadose zone in locations immediately adjacent to groundwater sampling locations where the concentration of 1,1-DCE detected in groundwater exceeded the Non-Residential VI screening level for groundwater. The compounds 1,1-DCE, 1,1-DCA and 1,1,1-TCA were detected in soil gas but not at a concentration that exceeds the Sub Slab and Exterior Soil Gas Screening Level contained in DENR's Division of Waste Management Non-Residential Vapor Intrusion Screening Levels, (January 2014 version). Soil gas sampling has not been conducted adjacent to the six other groundwater sampling locations on the Property where concentrations of 1,1-DCE exceeded the above-referenced I/C use screening level for VI.

e. Two data tables reflecting the concentrations of and other information regarding the Property's contaminants appear in Exhibit 2 to this Agreement.

8. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Property Application dated March 9, 2011, and the following:

a. On April 6, 2000, Prospective Developer purchased approximately 73.5 acres of the Property. Prospective Developer purchased the remaining 4.585 acres of the Property on September 26, 2011.

b. In preparation for the Property's redevelopment, Prospective Developer has completed the following infrastructure improvements to the Property:

i. effected the relocation of a portion of Eckerson Road and the removal and abandonment of the old section of said road;

ii. constructed Reedy Fork Parkway and installed a double box culvert for a tributary to Reedy Fork Creek crossed by the new road;

iii. installed storm drains and drain pipes during the relocation and construction of the above two roads;

iv. clearing and grading of an area, and the installation of a 1,200 square foot modular structure and related paved parking for use as the Reedy Fork Ranch sales office and visitor center;

v. installation of a "Reedy Fork Ranch" monument sign with stone and concrete footings;

vi. installation of necessary utility services for the proposed redevelopment, including City water and sewer services, electrical and natural gas services, and

telephone and cable availability;

vii. constructed a concrete and wooden walking trail on a portion of the Property; and

viii. established a conservation easement (4.9 ac) with, and dedicated road right-of-way (4.8 ac) and flood plain & open space (21.3 ac) to, the City of Greensboro.

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. as a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

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

10. Prospective Developer has paid to DENR the $2,000 fee to seek a brownfields

agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of $3,500 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the $2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least $1,000.

IV. BENEFIT TO COMMUNITY

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

a. encourage completion of a portion of Reedy Fork Ranch, the largest Master Planned Community in the Triad area;

b. encourage continued growth along U.S. Highway 29, a major north-south transportation route through Greensboro;

c. provide new retail, shopping and office space that will be integral to the success of the Reedy Fork Ranch community;

d. assist in the continued development of Reedy Fork Ranch as a "walkable community," a primary focus and a primary feature of the overall Reedy Fork Ranch project;

e. creation of approximately 100 construction–related and approximately 50 permanent jobs upon completion; and

f. an increase in tax revenue for affected jurisdictions;

V. WORK TO BE PERFORMED

12. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property other than remediation that may be required pursuant to a DENR-approved Environmental Management Plan (EMP) required by this Section.

13. By way of the Notice of Brownfields Property referenced below in paragraph 18, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for commercial retail and office use or other commercial use approved in advance in writing by DENR. For purposes of this restriction, the following definitions apply:

i. Retail shall mean the sale of goods directly to the consumer; and

ii. Office shall mean places where business or professional services (including medical services) are rendered.

b. Any future demolition of buildings constructed on the Property shall be conducted in strict 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 or its successors in function.

c. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without DENR's prior written approval on such conditions as DENR determines are warranted, which may include prior sampling and analysis of groundwater to DENR's written satisfaction. If sampling occurs and discloses to DENR contamination that DENR determines may place at risk the Property's suitability for the use specified in subparagraph 13.a. above or public health or the environment, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

d. No building may be constructed on the Property unless and until DENR determines in writing that:

i. the building would be sufficiently distant from the Property's groundwater contamination and/or soil contamination that the building's users, public health and the environment will be protected from risk from vapor intrusion related to said contamination; or

ii. a plan for a vapor intrusion mitigation system, approved in writing by DENR in advance and including a proposed performance assessment for demonstration of the system's protection of the building's users, public health and the environment from risk from vapor intrusion, is implemented to the satisfaction of a North Carolina-licensed professional

engineer as reflected by an implementation report, bearing the seal of said engineer, that includes photographs and a description of the installation and performance assessment of the mitigation system.

e. Soil may not be disturbed at the Property at a depth greater than fifteen (15) feet below the surface of the ground without DENR's prior written approval and on such conditions 1) as DENR determines are warranted to ensure the Property is suitable for the uses specified above in paragraph 13.a.

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

g. No mining may be conducted on or under the Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

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

i. None of the contaminants known to be present in the environmental media at the Property, including those referenced above in paragraph 7 of, or listed in Exhibit 2 to, this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

j. The owner of any portion of the Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

k. Neither DENR, nor any party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued

or entered into by DENR, may be denied access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

l. During January of each year after the year in which the Notice referenced below in paragraph 18 is recorded, the owner of any part of the Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Guilford County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Guilford County Register of Deeds office and that the land use restrictions are being complied with, and stating:

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

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

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 13.d.ii. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

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

the environment.

15. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are, as to field procedures and laboratory testing, the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

16. The consequence of achieving the desired results will be that the property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

17. In addition to providing access to the Property pursuant to subparagraph 13.k. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

18. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields

Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Guilford County, North Carolina, Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the Register of Deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

19. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Guilford County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.

20. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property within seven days of the effective date of this Agreement and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement.

VII. DUE CARE/COOPERATION

21. The Prospective Developer shall exercise due care at the Property with respect to the manner in which regulated substances are handled at the Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

22. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in the Brownfields Property Application dated March 9, 2011 by which it applied for this Agreement. That use is for commercial retail and office use or other commercial use approved in advance in writing by DENR. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Property and to its qualification for this Agreement, including the

requirement that it not have caused or contributed to the contamination at the Property.

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

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

a. The Prospective Developer fails to comply with this Agreement.

b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.

c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is

amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

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

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

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. 130A-310.35.

24. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

25. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

26. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 23 through 25 above, apply to all of the persons listed in N.C.G.S. § 130A-310.33, including future owners of the property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

27. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND

28. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

XII. DISCLAIMER

29. This Agreement in no way constitutes a finding by DENR as to the risks to public

health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

30. Except for the Land Use Restrictions set forth in paragraph 13 above and N.C.G.S. § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIII. DOCUMENT RETENTION

31. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six (6) years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. To the extent DENR retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XIV. PAYMENT OF ENFORCEMENT COSTS

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

XV. NOTICES AND SUBMISSIONS

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

a. for DENR:

Tony Duque
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

Kevin Pegram
Reedy Fork Investments, LLC
600 Green Valley Road, Suite 200
Greensboro, NC 27408

and

George W. House
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
Post Office Box 26000
Greensboro, NC 27420

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

34. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement

within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

35. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

36. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

37. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

38. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

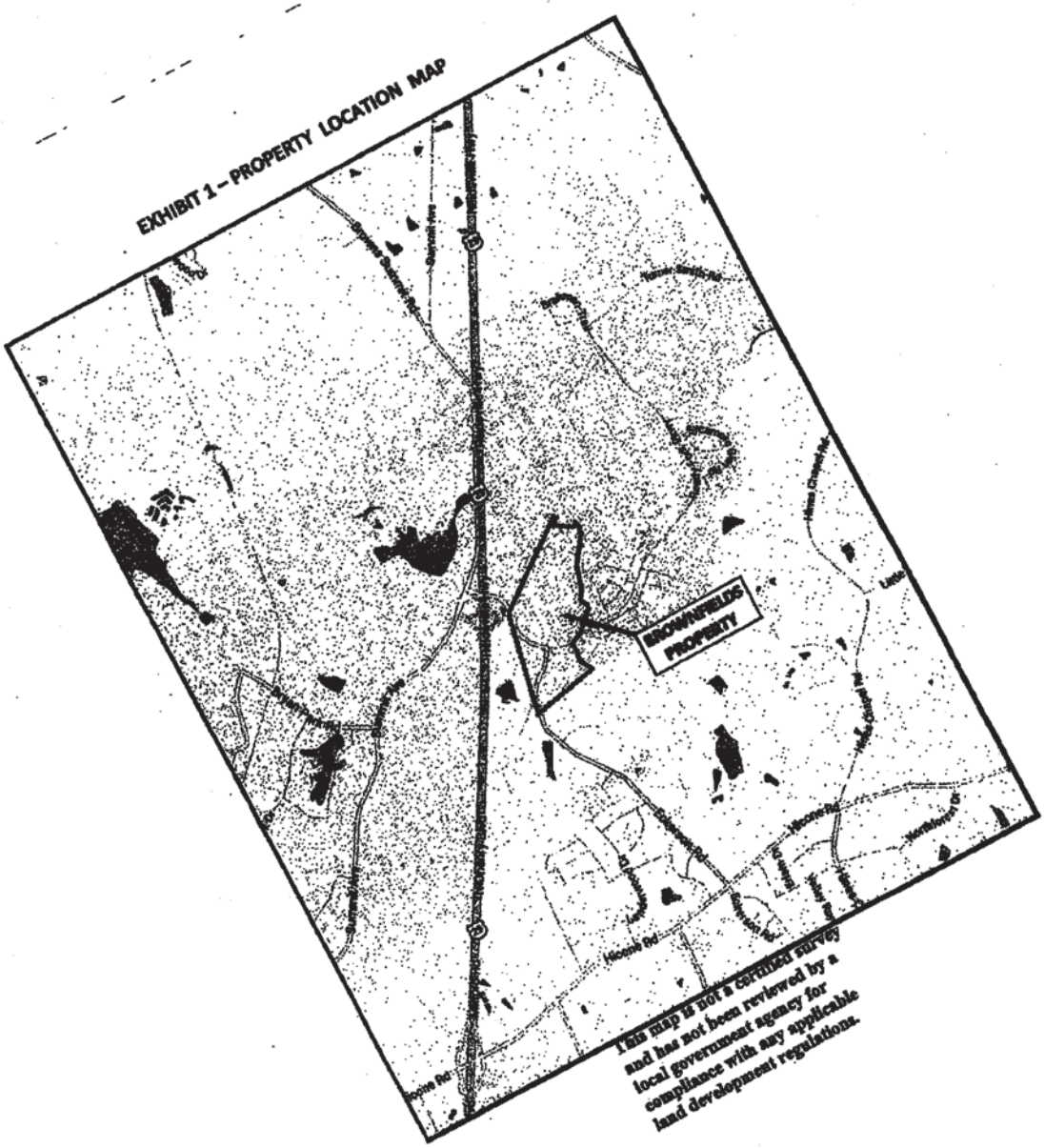
39. This Agreement shall be subject to a public comment period of at least 30 days

starting the day after the last to occur of the following: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in a newspaper of general circulation serving the area in which the Property is located, conspicuous posting of a copy of said summary at the Property, and mailing or delivery of a copy of the summary to each owner of property contiguous to the Property. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
By: Michael E. Scott 9/12/14
Michael E. Scott Date
Deputy Director, Division of Waste Management

IT IS SO AGREED:
REEDY FORK INVESTMENTS, LLC
By: 9/23/14
Coolidge A. Porterfield Date
Manager

EXHIBIT 1 – PROPERTY LOCATION MAP



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

Exhibit 2 – Contaminant Tables

Table A - Groundwater Contaminants

Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Unrestricted Use Screening Level (µg/L)	Unrestricted Industrial/Commercial Use Vapor Intrusion Screening Level[1] (for reference only) (µg/L)	Unrestricted Use 2L Groundwater Standard[2] (for reference only) (µg/L)
1,1-Dichloroethene	TW-1	6-25-08	52	160	350
	TW-16	6-26-08	2,100		
	TW-15	6-26-08	95		
	PWR-1	6-25-08	200		
	PWR-2	6-26-08	310		
	PWR-4	6-26-08	700		
	PWR-7	8-5-10	120		
	PWR-8	8-5-10	170		
	BR-1	6-26-08	500		
1,1-Dichloroethane	TW-16	6-26-08	170	330	6
	PWR-2	6-26-08	29		
	PWR-4	6-26-08	54		
	BR-1	6-26-08	38		
1,2-Dichloroethane	PWR-2	6-26-08	3.0	98	0.4
	PWR-8	8-5-10	1.4		
1,1,1-Trichloroethane	TW-16	6-26-08	810	6,300	200
1,4-Dioxane	TW-1	6-25-09	41	NS	3
	TW-16	6-26-08	1,000		
	TW-15	6-26-08	59		
	PWR-2	6-26-08	120		
	PWR-4	6-26-08	270		
	PWR-7	8-5-10	37		
	PWR-8	8-5-10	65		
	BR-1	6-26-08	190		

Notes: 1. Screening Levels are contained in NC DENR's Superfund Section's Inactive Hazardous Sites Branch (IHSB) "IHSB Industrial/Commercial Vapor Intrusion Screening Table," July 2012 version.

2. Groundwater Standard are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202, April 1, 2013 version.

Table B - Soil Gas Detections

Note: Detected concentrations of compounds in soil gas do not exceed unrestricted industrial/commercial use vapor intrusion screening levels for soil gas.

Soil Gas Compound	Sample Location	Depth[1] (ft bgs[2])	Date of Maximum Concentration Sampling	Maximum Concentration Detected ($\mu g/m^3$)	Unrestricted Use Screening Level[3] (for reference only) ($\mu g/m^3$)
1,1-Dichloroethene	VP-8 (TW-16[4])	30	9-30-2009	110	1,760
	VP-9 (PWR-4[4])	22	9-30-2009	<0.32	
	VP-10 (PWR-2[4])	20	9-30-2009	120	
1,1-Dichloroethane	VP-8 (TW-16[4])	30	9-30-2009	<3.1	770
	VP-9 (PWR-4[4])	22	9-30-2009	<3.3	
	VP-10 (PWR-2[4])	20	9-30-2009	4.1	
1,1,1-Trichloroethane	VP-8 (TW-16[4])	30	9-30-2009	37	44,000
	VP-9 (PWR-4[4])	22	9-30-2009	<4.5	
	VP-10 (PWR-2[4])	20	9-30-2009	60	

Notes: 1. Soil gas samples were collected from within the capillary fringe.

2. bgs = below ground surface

3. Soil gas screening levels are from NC DENR's Superfund Section's Inactive Hazardous Sites Branch (IHSB) "IHSB Industrial/Commercial Vapor Intrusion Screening Table," July 2012 version.

4. Soil gas sampling locations VP-8, VP-9 and VP-10 were paired with groundwater monitoring locations TW-16, PWR-4 and PWR-2, respectively.

EXHIBIT B – SURVEY PLAT

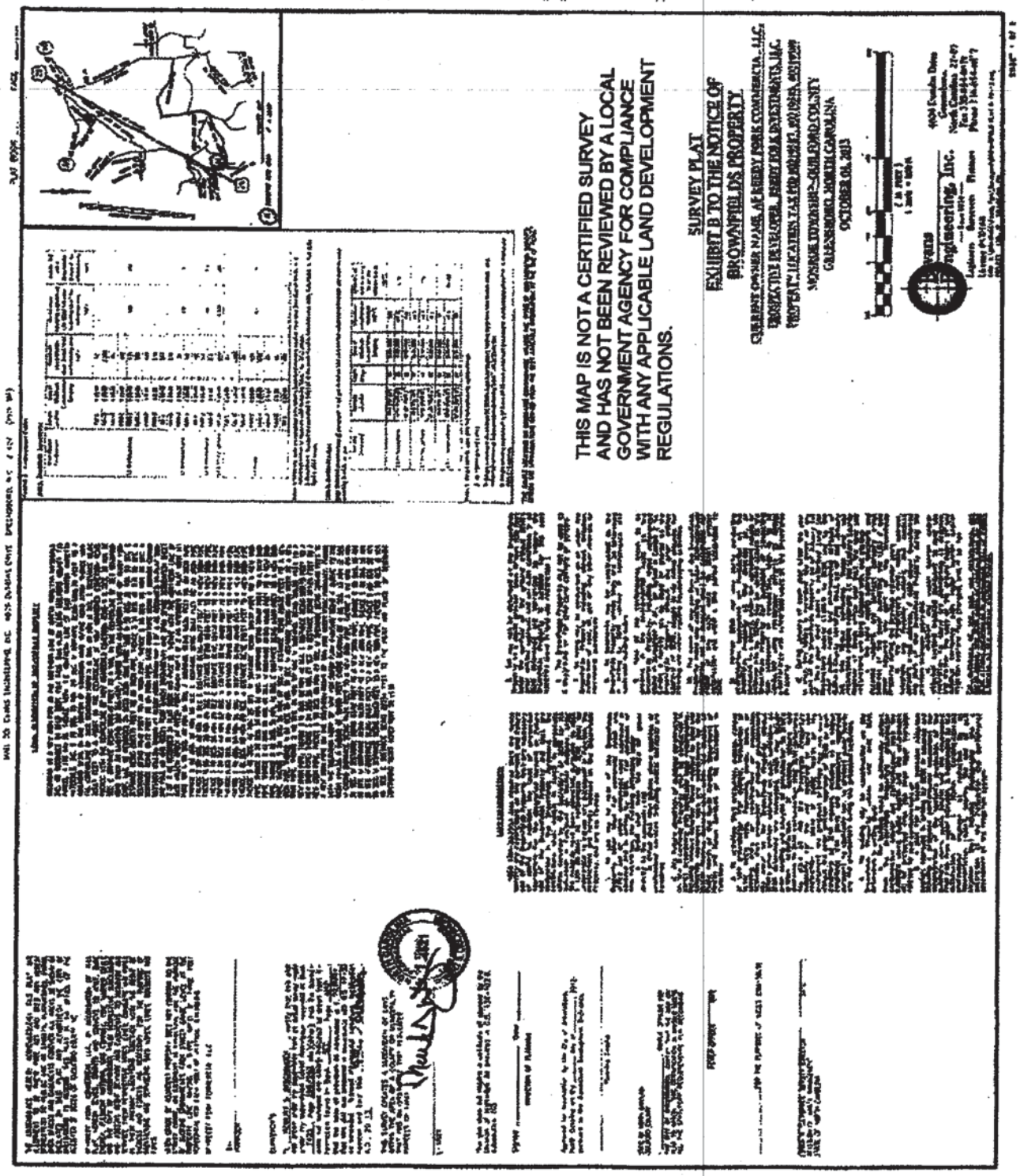


EXHIBIT B – SURVEY PLAT

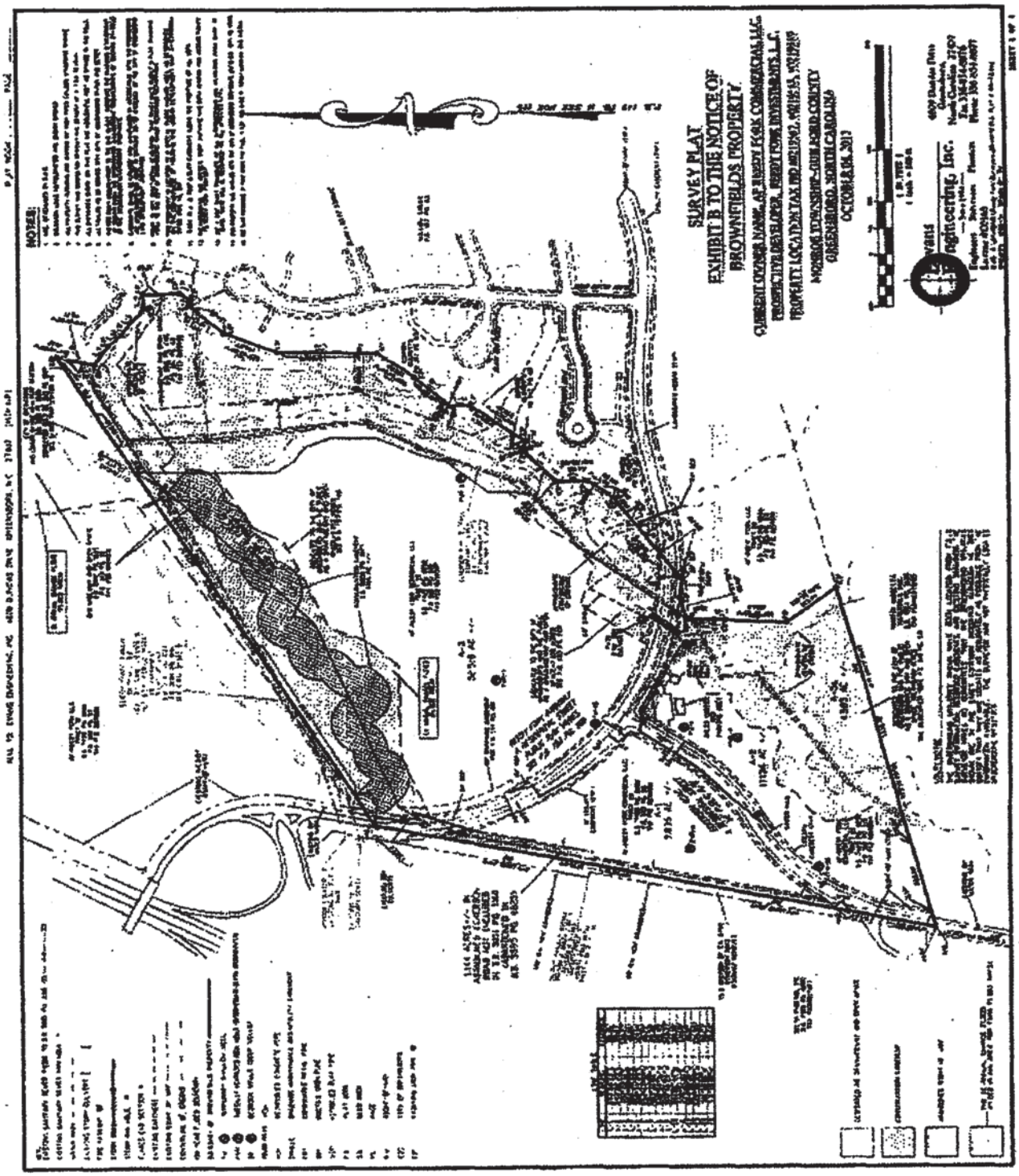


EXHIBIT C – LEGAL DESCRIPTION

BEGINNING AT A NEW IRON PIPE IN THE NORTHERN LINE OF MARTIN MARIETTA MATERIALS, INC. AS RECORDED IN DEED BOOK 4164 PAGE 1160 ALSO BEING GUILFORD COUNTY TAX PARCEL 4-193-441-30, THENCE WITH THE NORTHERN LINE OF SAID MARTIN MARIETTA MATERIALS, INC. S 75 DEG. 13 MIN. 29 SEC. W DISTANCE BEING 1336.78 FEET TO A RAILROAD SPIKE IN THE CENTER OF ECKERSON ROAD (STATE ROAD 2790) THENCE WITH THE CENTERLINE OF SAID ECKERSON ROAD N 11 DEG. 08 MIN. 11 SEC. E DISTANCE BEING 315.67 FEET TO A POINT IN THE CENTERLINE OF NOW ABANDONED ECKERSON ROAD, THENCE WITH THE CENTERLINE OF NOW ABANDONED ECKERSON ROAD N 11 DEG. 38 MIN. 02 SEC. E DISTANCE BEING 1655.45 FEET TO A NAIL IN THE CENTERLINE OF OLD ECKERSON ROAD OVER AN EXISTING BOX CULVERT, THENCE WITH AN EASTERN LINE OF REEDY FORK EAST, LLC. AS RECORDED IN DEED BOOK 5001 PAGE 1165 N 58 DEG. 36 MIN. 53 SEC. E DISTANCE BEING 2077.71 FEET TO AN IRON PIPE, THENCE S 14 DEG. 40 MIN. 08 SEC. W DISTANCE BEING 45.12 FEET TO AN IRON PIPE, THENCE S 09 DEG. 38 MIN. 00 SEC. W DISTANCE BEING 88.77 FEET TO AN IRON PIPE, SAID IRON PIPE BEING A COMMON CORNER BETWEEN WILLOW CREEK AT REEDY FORK RANCH MAP 1 OF 2 AS RECORDED IN PLAT BOOK 147 PAGE 63 AND REEDY FORK RANCH DRAINAGEWAY AND OPEN SPACE DEDICATION SHEET 3 OF 4 AS RECORDED IN PLAT BOOK 149 PAGE 13, THENCE WITH THE NORTHERN LINE OF SAID WILLOW CREEK AT REEDY FORK RANCH MAP 1 OF 2 AS RECORDED IN PLAT BOOK 147 PAGE 63 S 55 DEG. 48 MIN. 04 SEC. E DISTANCE BEING 86.36 FEET TO AN IRON PIPE, THENCE S 43 DEG. 02 MIN. 35 SEC. E DISTANCE BEING 58.61 FEET TO AN IRON PIPE, THENCE S 52 DEG. 22 MIN. 11 SEC. E DISTANCE BEING 126.27 FEET TO A NEW IRON PIPE, THENCE N 86 DEG. 38 MIN. 09 SEC. E DISTANCE BEING 48.66 FEET TO A NEW IRON PIPE, THENCE S 03 DEG. 34 MIN. 29 SEC. E DISTANCE BEING 124.14 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 44 MIN. 52 SEC. W DISTANCE BEING 45.22 FEET TO A NEW IRON PIPE, THENCE N 83 DEG. 31 MIN. 22 SEC. W DISTANCE BEING 23.32 FEET TO A NEW IRON PIPE, THENCE S 40 DEG. 54 MIN. 56 SEC. W DISTANCE BEING 151.45 FEET TO A NEW IRON PIPE, THENCE S 21 DEG. 43 MIN. 28 SEC. W DISTANCE BEING 196.57 FEET TO A NEW IRON PIPE, THENCE S 00 DEG. 46 MIN. 26 SEC. W DISTANCE BEING 345.37 FEET TO A NEW IRON PIPE, THENCE S 35 DEG. 34 MIN. 04 SEC. W DISTANCE BEING 155.02 FEET TO A NEW IRON PIPE, THENCE S 41 DEG. 51 MIN. 44 SEC. W DISTANCE BEING 166.18 FEET TO A NEW IRON PIPE, THENCE S 02 DEG. 51 MIN. 41 SEC. E DISTANCE BEING 64.69 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 56 MIN. 07 SEC. W DISTANCE BEING 239.30 FEET TO A NEW IRON PIPE, THENCE N 84 DEG. 00 MIN. 30 SEC. W DISTANCE BEING 40.51 FEET TO A NEW IRON PIPE, THENCE S 45 DEG. 36 MIN. 59 SEC. W DISTANCE BEING 156.55 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 02 MIN. 40 SEC. E DISTANCE BEING 109.73 FEET TO A NEW IRON PIPE, THENCE S 34 DEG. 56 MIN. 07 SEC. W DISTANCE BEING 107.26 FEET TO A NEW IRON PIPE, THENCE S 53 DEG. 20 MIN. 27 SEC. W DISTANCE BEING 390.48 FEET TO A NEW IRON PIPE ON THE SOUTHERN RIGHT OF WAY FOR REEDY FORK PARKWAY, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR REEDY FORK PARKWAY BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 989.00 FEET CHORD BEARING OF N 86 DEG. 13 MIN. 12 SEC. W CHORD DISTANCE BEING 70.29 FEET TO A NEW IRON PIPE, THENCE S 74 DEG. 29 MIN. 30 SEC. W DISTANCE BEING 83.92 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 18 MIN. 00 SEC. W DISTANCE BEING 96.23 FEET TO A NEW IRON PIPE, THENCE S 01 DEG. 18 MIN. 00 SEC. W DISTANCE BEING 34.64 FEET TO A NEW IRON PIPE, THENCE S 02 DEG. 52 MIN. 55 SEC. W DISTANCE BEING 211.63 FEET TO A NEW IRON PIPE, THENCE S 38 DEG. 15 MIN. 45 SEC. E DISTANCE BEING 213.94 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 78.075 ACRES MORE OR LESS

TABLE 5
Summary of Three Most Recent Groundwater Sampling Event
Wysong & Miles Corporation
Greensboro, North Carolina
H&H Job No. WYM-002

Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
MW-1	6/22/2006	ND	**9.6**	ND	**720**	ND	NS	**1**	140	2	ND	ND
	12/19/2007	ND	**11**	ND	**70**	ND	**170**	**1.2**	130	2.1	ND	ND
	6/26/2008	ND	**13**	ND	**55**	ND	**140**	**1.2**	92	1.9	ND	ND
MW-2	8/25/2005	ND	ND	ND	**12.5**	ND	NS	ND	3.78	ND	ND	ND
	3/13/2006	ND	ND	ND	**13.6**	ND	NS	ND	4.08	ND	ND	ND
	6/19/2006	ND	ND	ND	**8.7**	ND	NS	ND	2.8	ND	ND	ND
MW-3	8/17/2004	ND	1.02	**2.1**	3.73	ND	NS	ND	ND	ND	ND	ND
	3/13/2006	ND	1.47	**2.32**	ND	ND	NS	ND	ND	ND	ND	ND
	6/20/2006	ND	2.8	**2**	6	ND	NS	ND	1.2	ND	ND	ND
MW-4	8/25/2005	ND	ND	ND	**38.7**	ND	NS	ND	ND	ND	ND	ND
	3/13/2006	ND	2.4	ND	**20.2**	ND	NS	ND	2.4	ND	ND	ND
	6/20/2006	ND	1.8	ND	**44**	ND	NS	ND	1.9	ND	ND	ND
MW-5D	8/25/2005	ND	ND	ND	**87.5**	ND	NS	ND	27.3	ND	ND	ND
	3/13/2006	ND	ND	ND	**96.4**	ND	NS	ND	25.5	ND	ND	ND
	6/23/2006	ND	2.2	ND	**92**	ND	NS	ND	26	ND	ND	ND
MW-6	8/17/2004	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	3/13/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	6/22/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
MW-8	8/25/2005	ND	ND	ND	**121**	ND	NS	ND	37.8	ND	ND	ND
	3/13/2006	ND	ND	ND	**122**	ND	NS	ND	36.4	ND	ND	ND
	6/22/2006	ND	**6.7**	ND	**140**	ND	NS	ND	40	ND	ND	ND
MW-9D	3/13/2006	ND	ND	ND	ND	ND	NS	ND	**1,560**	ND	ND	ND
	12/19/2007	ND	**85**	ND	**390**	ND	**240**	**9.1J**	**2,000**	7.4J	ND	ND
	6/26/2008	ND	**60**	ND	**290**	ND	**1,662**	**6.3J**	**1,300**	5.4J	ND	ND
NCAC 2L Standard		***3000***	***6.0***	***0.4***	***7.0***	***70***	***3.0***	***0.7***	***200***	***NS***	***3.0***	***0.03***
Risk Based Screening Level [1]		***NS***	***65***	***20***	***38***	***NS***	***NS***	***5.7***	***1500***	***44***	***30***	***1.5***

1. IHSB Residential Vapor Intrusion Screening Level for Groundwater, January 2010
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2L Standard
NS = no standard

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H&H Job No. WYM-002

Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
MW-10	6/22/2006	ND	**14**	**7.9**	**870**	ND	NS	ND	60	2.2	1.5	ND
	12/19/2007	ND	**15**	**9.0**	**870**	ND	**952**	**1.7**	52	2.5	1.8J	ND
	6/26/2008	ND	**10**	**7.1**	**350**	ND	**405**	**1.1**	31	2.2	1.1J	ND
MW-11	8/16/2004	ND	ND	ND	ND	ND	NS	ND	ND	ND	**5.22**	ND
	3/13/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	**3.82**	ND
	6/21/2006	ND	ND	ND	ND	1.1	NS	ND	ND	ND	**4.1**	ND
MW-12	5/17/1995	ND	ND	ND	2.4	ND	NS	ND	2.1	ND	ND	ND
MW-13D	6/22/2006	ND	**13**	ND	**72**	ND	NS	ND	22	ND	1.8	ND
	12/19/2007	ND	**13**	**0.71J**	**130**	ND	**62**	0.62J	45	ND	0.71J	**1.2J**
	6/25/2008	ND	**8.4**	ND	**140**	ND	**174**	ND	26	ND	ND	ND
MW-14	3/27/2008	ND	**97**	**8.6J**	**1,100**	ND	**520**	ND	**550**	6.3J	ND	ND
	6/27/2008	ND	**110**	**9.2J**	**1,700**	ND	**2,576**	ND	**750**	6.4J	ND	ND
	10/1/2008	ND	**100**	**8.6J**	**1,400**	ND	**490**	ND	**540**	6.2J	ND	ND
MW-15	8/25/2005	ND	ND	ND	**67**	ND	NS	ND	108	ND	ND	ND
	3/13/2006	ND	ND	ND	**90.2**	ND	NS	ND	156	ND	ND	ND
	6/22/2006	ND	**12**	ND	**74**	ND	NS	ND	120	1.1	ND	ND
MW-16D	8/16/2004	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	3/14/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	6/21/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
MW-17	8/17/2004	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	3/13/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	6/19/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
NCAC 2L Standard		***3000***	***6.0***	***0.4***	***7.0***	***70***	***3.0***	***0.7***	***200***	***NS***	***3.0***	***0.03***
Risk Based Screening Level [1]		***NS***	***65***	***20***	***38***	***NS***	***NS***	***5.7***	***1500***	***44***	***30***	***1.5***

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MW-18	8/17/2004	ND	ND	ND	**93.6**	ND	NS	ND	12.9	ND	ND	ND
	3/13/2006	ND	ND	NS	**39.9**	ND	NS	ND	ND	ND	ND	ND
	6/20/2006	ND	ND	NS	**81**	ND	NS	ND	9.5	ND	ND	ND
MW-19	2/28/2005	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	8/25/2005	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	6/20/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
MW-20	8/16/2004	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	6/25/2008	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	10/1/2008	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
MW-21D	3/27/2008	ND	**8.6**	ND	**23**	1.2	**61**	ND	13	ND	**5.4**	ND
	6/25/2008	ND	**11**	ND	**43**	0.98J	**70**	ND	19	ND	**5.5**	ND
	10/1/2008	ND	**10**	ND	**32**	1.1	**62**	ND	13	ND	**5.3**	ND
MW-22	3/27/2008	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	6/26/2008	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	10/1/2008	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
MW-23D	3/27/2008	ND	**84**	ND	**950**	ND	**2,634**	ND	**1,600**	ND	ND	ND
	6/26/2008	ND	**98**	ND	**1,400**	ND	**660**	ND	**2,000**	ND	ND	ND
	10/1/2008	ND	**78**	ND	**920**	ND	**560**	ND	**1,400**	ND	ND	ND
WSW-D	3/27/2008	ND	**14**	**0.88J**	**140**	ND	**208**	0.69J	51	0.51J	0.52J	ND
	6/27/2008	ND	**12**	**0.75J**	**120**	ND	**94**	0.69J	48	ND	ND	ND
	10/1/2008	ND	**9.7**	**0.55J**	**110**	ND	**153**	0.63J	32	ND	ND	ND
PWR-1	8/11/2006	ND	1.6	**0.625**	**500**	ND	**39**	ND	**250**	2.4	1.7J	ND
	12/18/2007	ND	ND	ND	**290**	ND	ND	ND	140	ND	ND	ND
	6/25/2008	ND	0.67J	ND	**200**	ND	ND	ND	110	ND	0.69J	ND
NCAC 2L Standard		***3000***	***6.0***	***0.4***	***7.0***	***70***	***3.0***	***0.7***	***200***	***NS***	***3.0***	***0.03***
Risk Based Screening Level [1]		***NS***	***65***	***20***	***38***	***NS***	***NS***	***5.7***	***1500***	***44***	***30***	***1.5***

1. IHSB Residential Vapor Intrusion Screening Level for Groundwater, January 2010
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2L Standard
NS = no standard

TABLE 5
Summary of Three Most Recent Groundwater Sampling Events
Wysong & Miles Corporation
Greensboro, North Carolina
H&H Job No. WYM-002

Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
PWR-2	8/11/2006	ND	**19**	**2.0**	**200**	ND	**76**	ND	47	1.8	ND	ND
	12/17/2007	ND	**27**	ND	**340**	ND	**57**	ND	67	ND	ND	ND
	6/26/2008	ND	**29**	**3.0**	**310**	ND	**120**	ND	69	2.5	0.66J	ND
PWR-3	5/23/2007	ND	ND	ND	**11**	ND	ND	ND	1.4	ND	ND	ND
	12/17/2007	ND	0.74J	ND	**16**	ND	ND	ND	2.0	ND	ND	ND
	6/25/2008	ND	0.67J	ND	**11**	ND	ND	ND	1.5	ND	ND	ND
PWR-4	5/23/2007	ND	**45**	**5.0**	**590**	ND	**200**	ND	95	4	1.1	ND
	12/18/2007	ND	**64**	**7.4J**	**600**	ND	**210**	ND	140	6.1J	ND	ND
	6/26/2008	ND	**54**	**6.1J**	**700**	ND	**270**	ND	100	ND	ND	ND
PWR-5	5/23/2007	ND	**26**	ND	**260**	ND	**120**	**1.4**	**460**	3.7	ND	ND
	12/18/2007	ND	**24**	ND	**190**	ND	**190**	ND	**490**	ND	ND	ND
	6/26/2008	ND	**22**	ND	**150**	ND	**100**	ND	**440**	ND	ND	ND
PWR-6	8/30/2007	ND	**170**	ND	**1,100**	ND	**780**	ND	**1,800**	ND	ND	ND
	12/19/2007	ND	**170**	ND	**1,100**	ND	**510**	ND	**2,200**	ND	ND	ND
	6/27/2008	ND	**140**	ND	**960**	ND	**480**	ND	**1,800**	ND	ND	ND
TW-1	6/20/2006	ND	**7.2**	ND	**77**	ND	**29**	ND	16	ND	ND	ND
	12/18/2007	ND	**6.6**	**0.75J**	**77**	ND	**29**	ND	14	0.61J	ND	ND
	6/25/2008	ND	5.0	**0.59J**	**52**	ND	**41**	ND	9.3	ND	ND	ND
TW-2	8/26/2005	ND	ND	ND	**45.6**	ND	NS	ND	20.8	ND	ND	ND
	3/14/2006	ND	ND	ND	**12**	ND	NS	ND	53.8	ND	ND	ND
	6/21/2006	ND	ND	ND	**40**	ND	ND	ND	16	ND	ND	ND
TW-3	8/26/2005	ND	ND	ND	1.7	ND	NS	ND	ND	ND	ND	ND
	3/14/2006	ND	ND	ND	1.3	ND	NS	ND	ND	ND	ND	ND
	6/20/2006	ND	ND	ND	2.2	ND	ND	ND	ND	ND	ND	ND
NCAC 2L Standard		***3000***	***6.0***	***0.4***	***7.0***	***70***	***3.0***	***0.7***	***200***	***NS***	***3.0***	***0.03***
Risk Based Screening Level [1]		***NS***	***65***	***20***	***38***	***NS***	***NS***	***5.7***	***1500***	***44***	***30***	***1.5***

1. IHSB Residential Vapor Intrusion Screening Level for Groundwater, January 2010
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2L Standard
NS = no standard

TABLE 5
Summary of Three Most Recent Groundwater Sampling Events
Wysong & Miles Corporation
Greensboro, North Carolina
H&H Job No. WYM-002

Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
TW-14	2/21/2000	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	8/15/2000	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	8/23/2001	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
TW-15	6/21/2006	ND	1.8	ND	**120**	ND	**46**	ND	55	2.3	ND	ND
	12/18/2007	ND	2.2	**0.85J**	**140**	ND	**60**	ND	48	2.7	0.64J	ND
	6/26/2008	ND	1.9	ND	**95**	ND	**59**	ND	34	2.2	ND	ND
TW-16	6/21/2006	ND	**82**	0.018	**1,500**	ND	**1,000E**	**2.1**	**640**	15	**4.6**	**6.1**
	12/18/2007	ND	**180**	**17**	**2,300**	ND	**980**	ND	**910**	15	ND	ND
	6/26/2008	ND	**170**	ND	**2,100**	ND	**1,000**	ND	**810**	ND	ND	ND
RW-1	6/22/2006	ND	**70**	**1.9**	**330**	ND	NS	**5.2**	**1,400**	10	2.0	ND
	6/27/2008	ND	5.3	ND	**65**	ND	**27**	ND	20	ND	ND	ND
	10/1/2008	ND	5.4	ND	**46**	ND	**82**	0.54J	30	ND	ND	ND
RW-2	6/22/2006	ND	**8.3**	ND	**86**	ND	NS	**4.4**	**1,300**	ND	ND	ND
	6/27/2008	ND	ND	ND	**290**	ND	**6.4**	ND	**2,700**	ND	ND	ND
	10/1/2008	ND	**12**	ND	**300**	ND	**1,816**	**4.1**	**1,500**	ND	ND	ND
BR-1	5/24/2007	ND	**34**	**3.6**	**390**	ND	NS	ND	77	3.1	ND	ND
	12/19/2007	ND	**44**	**5.0J**	**550**	ND	**150**	ND	110	ND	ND	ND
	6/26/2008	ND	**38**	ND	**500**	ND	**190**	ND	79	ND	ND	ND
BR-2	8/30/2007	ND	**100**	ND	**1,300**	ND	**670**	ND	**2,300**	ND	ND	ND
	12/19/2007	ND	**200**	ND	**1,600**	ND	**610**	ND	**2,600**	ND	ND	ND
	6/27/2008	ND	**95**	ND	**1,000**	ND	**320**	ND	**2,200**	ND	ND	ND
NCAC 2L Standard		***3000***	***6.0***	***0.4***	***7.0***	***70***	***3.0***	***0.7***	***200***	***NS***	***3.0***	***0.03***
Risk Based Screening Level [1]		***NS***	***65***	***20***	***38***	***NS***	***NS***	***5.7***	***1500***	***44***	***30***	***1.5***

1. IHSB Residential Vapor Intrusion Screening Level for Groundwater, January 2010
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2L Standard
NS = no standard

TABLE 6
Summary of Three Most Recent Surface Water Sampling Events
Wysong & Miles Corporation
Greensboro, North Carolina
H&H Job No. WYM-002

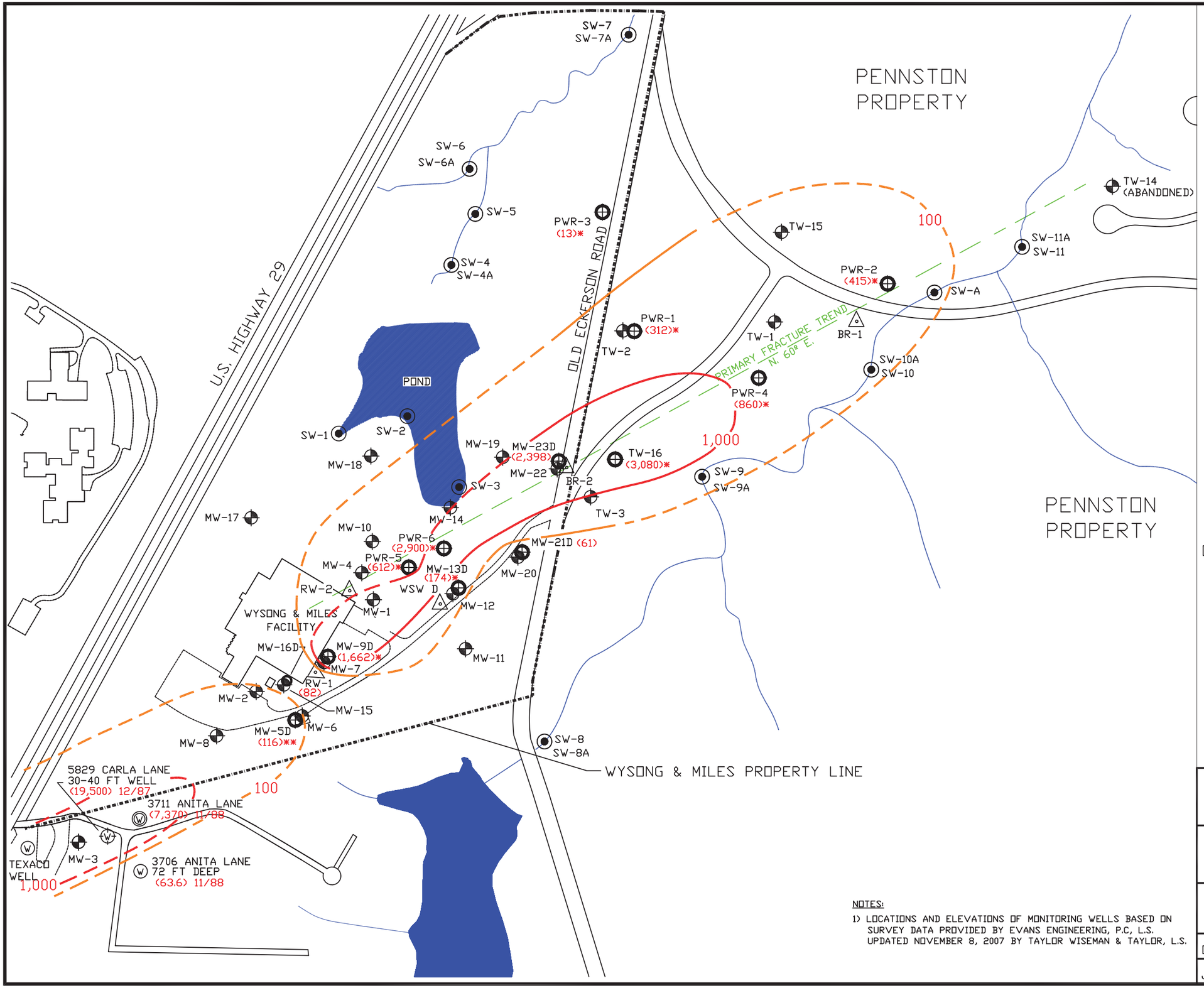
Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
SW-A	10/22/2007	1.8J	31	3.5	110	ND	**200**	ND	13	ND	0.59J	**18**
SW-1	8/26/2005	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	3/14/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	6/22/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-2	8/26/2005	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	3/14/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	6/22/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-3	8/26/2005	ND	ND	ND	0.83	ND	NS	ND	ND	ND	ND	ND
	3/14/2006	ND	ND	ND	1.4	ND	NS	ND	ND	ND	ND	ND
	6/22/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-4	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-5	6/23/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-6	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
SW-7	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/23/2007	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
SW-8	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-9	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/23/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-10	6/23/2006	ND	ND	ND	ND	ND	11	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-11	6/23/2006	ND	ND	ND	1.7	ND	24	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	2.2	ND	ND	ND	ND	ND	ND	ND
	10/22/2007	ND	ND	ND	ND	ND	24	ND	ND	ND	ND	ND
NCAC 2B Standard		***550***	***20000***	***37***	***5400***	***4900***	***110***	***3.3***	***2500***	***16***	***30***	***2.4***
Risk Based Screening Level		***190000***	***610***	***40***	***3000***	***3900***	***20000***	***8.5***	***80000***	***61***	***370***	***38***

NOTES:
"NCAC 2B Standard" based on the most stringent of human health or freshwater aquatic life values, as applicable to a Class C water per 2-5-2010 EPA and NC standards and criteria
Risk Based Screening Level calculated based on 45-day per year adolescent exposure frequency to Reedy Fork Creek (HHRA, July 2009)
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2B Standard

TABLE 7
Summary of Pore Water Sampling Events
Wysong & Miles Corporation
Greensboro, North Carolina
H&H Job No. WYM-002

Well	Date	Chloroethane	1,1-DCA	1,2-DCA	1,1-DCE	cis-1,2-DCE	1,4-Dioxane	PCE	1,1,1-TCA	1,1,2-TCA	TCE	Vinyl Chloride
SW-4A	6/23/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-5A	6/23/2006	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	NS	ND	ND	ND	ND	ND
SW-6A	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-7A	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/23/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-8A	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-9A	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/23/2007	ND	ND	ND	ND	ND	6.0	ND	ND	ND	ND	ND
SW-10A	6/23/2006	ND	ND	ND	ND	ND	11	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SW-11A	6/23/2006	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	5/16/2007	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
NCAC 2B Standard		***550***	***20000***	***37***	***5400***	***4900***	***110***	***3.3***	***2500***	***16***	***30***	***2.4***
Risk Based Screening Level		***190000***	***610***	***40***	***3000***	***3900***	***20000***	***8.5***	***80000***	***61***	***370***	***38***

NOTES:
"NCAC 2B Standard" based on the most stringent of human health or freshwater aquatic life values, as applicable to a Class C water per 2-5-2010 EPA and NC standards and criteria
Risk Based Screening Level calculated based on 45-day per year adolescent exposure frequency to Reedy Fork Creek (HHRA, July 2009)
Concentrations Reported in Micrograms per Liter (µg/L)
Bold = Concentration Exceeds NCAC 2B Standard



LEGEND:

- SHALLOW MONITORING WELL
- RECOVERY WELL
- INTERMEDIATE MONITORING WELL
- DEEP MONITORING WELL
- WATER SUPPLY WELL
- SURFACE WATER SAMPLE

SAMPLING NOTES:

TOTAL CVOC CONCENTRATIONS IN ug/L
* JUNE 2008 DATA
** JUNE 2006 DATA
ALL OTHER DATA OCTOBER 2008
UNLESS NOTED OTHERWISE.

PUMP & TREAT SYSTEM INACTIVE

OFF-SITE ISOPLETHS DRAWN BASED ON DATA FROM 1987/1988. CURRENT EXTENT AND CONCENTRATIONS OF RESIDUAL IMPACTS IS NOT KNOWN

N

APPROXIMATE
0 300 600
SCALE IN FEET

NOTES:

1) LOCATIONS AND ELEVATIONS OF MONITORING WELLS BASED ON SURVEY DATA PROVIDED BY EVANS ENGINEERING, P.C, L.S. UPDATED NOVEMBER 8, 2007 BY TAYLOR WISEMAN & TAYLOR, L.S.

INTERPRETED CVOC ISOPLETHS (ug/L) INTERMEDIATE GROUNDWATER OCTOBER 2008

WYSONG & MILES
GREENSBORO, NORTH CAROLINA

Hart & Hickman
A PROFESSIONAL CORPORATION
3334 Hillsborough Street
Raleigh, North Carolina 27607
919-847-4241(p) 919-847-4261(f)

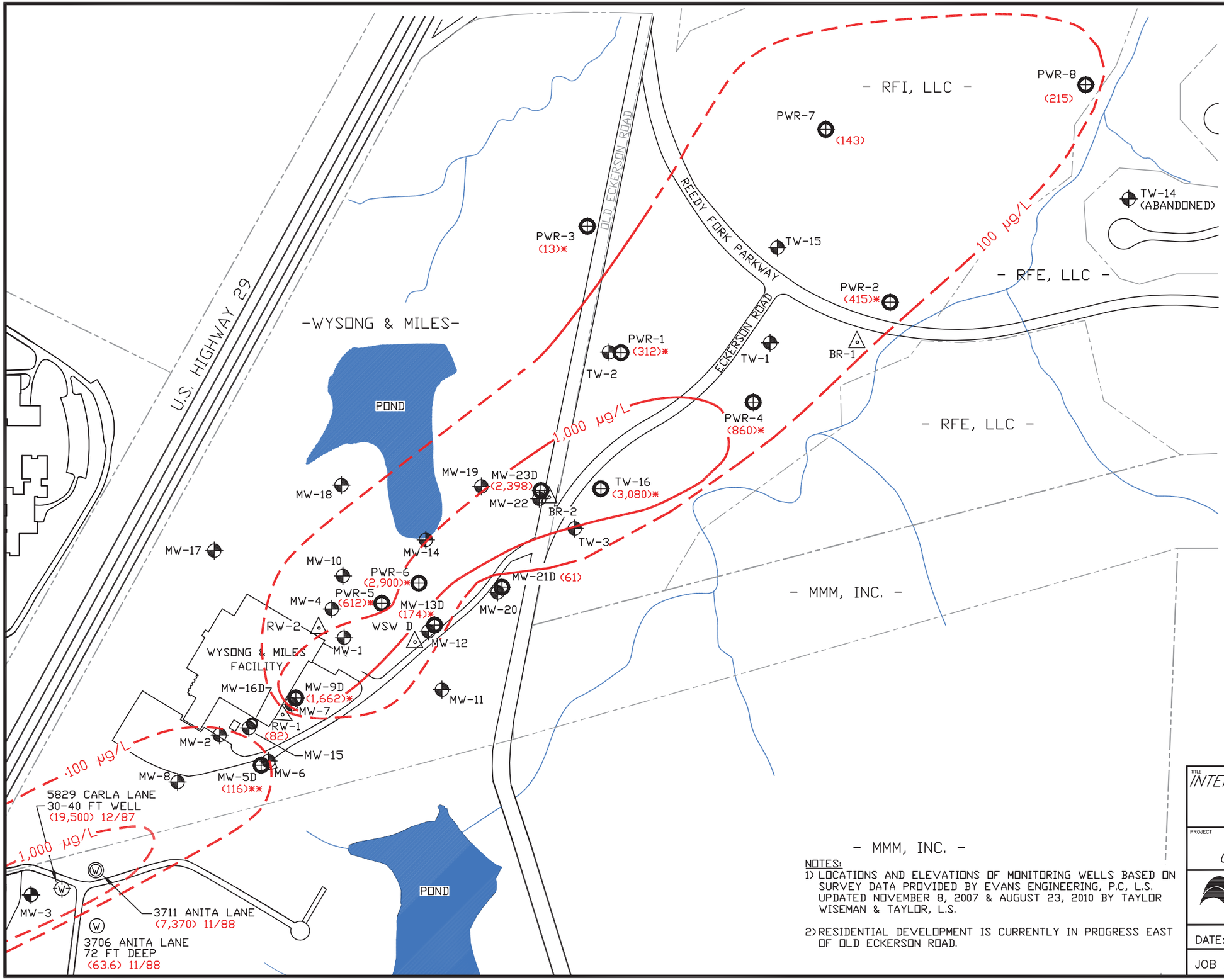
DATE: 12/3/09	REVISION NO. 0
JOB NO: WYM-002	FIGURE NO. 3

Table 1
Summary of Groundwater Analytical Results
August 2010
Wysong & Miles
Greensboro, North Carolina
H&H Project No. WYM-003

Compound	NC Ground Water Standard [1]	Vapor Intrusion Screening Levels[2]	PWR-7	PWR-8
compounds exceeding 2L	Concentrations in (µg/L)			
1,1-Dichloroethene	7	38	**120**	**170**
1,4-Dioxane	3	NE	**37**	**65**
1,2-Dichloroethane	0.4	20	<1.0	**1.4**
compounds below 2L	Concentrations in (µg/L)			
1,1,1-Trichloroethane	200	1,500	19	37
1,1,2-Trichloroethane	NE	44	<1.0	2.0
1,1-Dichloroethane	6	65	4.2	2.0
Chloroform	70	7.3	<1.0	2.2

Notes:
1. North Carolina 2L groundwater standards
2. NC Inactive Hazardous Sites Branch (IHSB) groundwater screening level for residential vapor intrusion (1/25/2010)

NE = Not Established
Bold values exceed NC2L groundwater standards.
Highlighted and boxed values exceed IHSB screening levels for vapor intrusion.
Only compounds detected are listed.



LEGEND:

- SHALLOW MONITORING WELL
- RECOVERY WELL
- INTERMEDIATE MONITORING WELL
- DEEP MONITORING WELL
- (W) WATER SUPPLY WELL
- (180) TOTAL CVOC CONCENTRATIONS (µg/L)
- PROPERTY BOUNDARY
- - RFE, LLC - PROPERTY OWNER

SAMPLING NOTES:

TOTAL CHLORINATED VOLATILE ORGANIC COMPOUNDS (CVOC) CONCENTRATIONS IN µg/L.

1,4-DIOXANE NOT INCLUDED AS IT IS NOT A CVOC

PUMP & TREAT SYSTEM INACTIVE

DATA DISPLAYED FOR NEW MONITORING WELLS:

PWR-7 & PWR-8 CORRESPONDS TO AUG 2010 SAMPLING

* JUNE 2008 DATA

** JUNE 2006 DATA

ALL OTHER DATA OCTOBER 2008

N

APPROXIMATE

0 300 600

SCALE IN FEET

NOTES:

1) LOCATIONS AND ELEVATIONS OF MONITORING WELLS BASED ON SURVEY DATA PROVIDED BY EVANS ENGINEERING, P.C, L.S. UPDATED NOVEMBER 8, 2007 & AUGUST 23, 2010 BY TAYLOR WISEMAN & TAYLOR, L.S.

2) RESIDENTIAL DEVELOPMENT IS CURRENTLY IN PROGRESS EAST OF OLD ECKERSON ROAD.

TITLE

INTERPRETED CVOC ISOPLETHS (µg/L) INTERMEDIATE GROUNDWATER AUGUST 2010

PROJECT

WYSONG & MILES
GREENSBORO, NORTH CAROLINA

Hart & Hickman
A PROFESSIONAL CORPORATION
3334 Hillsborough Street
Raleigh, North Carolina 27607
919-847-4241(p) 919-847-4261(f)
License # C-1269

DATE: 09/14/10	REVISION NO. 0
JOB NO. WYM-003	FIGURE NO. 3

S:\AAA-Master Projects\Wysong & Miles - WYM\H&H 2010\Permits\Well Install June 2010\Report\Figures\Wysong Site Map - Aug 2010.dwg, 11X17 Landscape, 9/14/2010 4:57:44 PM

Table 1
Summary of Ground Water Elevation Measurements

Wysong & Miles Facility
Greensboro, North Carolina
H&H Job No. WYM.001

Monitoring Well ID	Date Installed	Well Depth (ft - bgs)	Screen Length (ft)	Well TOC Elevation (ft)	10/22/2007		12/17/2007		3/27/2008		6/25/2008		10/1/2008	
					Depth to Water (ft)	Ground Water Elevation (ft)	Depth to Water (ft)	Ground Water Elevation (ft)	Depth to Water (ft)	Ground Water Elevation (ft)	Depth to Water (ft)	Ground Water Elevation (ft)	Depth to Water (ft)	Ground Water Elevation (ft)
MW-1	1/20/1988	45	10	772.75	Wet	-	41.67	731.01	NM	-	39.21	733.54	39.24	733.51
MW-2	1/22/1988	33	10	779.65	27.78	751.87	28.15	751.50	NM	-	NM	-	25.76	753.89
MW-3	1/27/1988	41	10	799.43	28.49	770.94	27.78	771.65	NM	-	NM	-	Destroyed	
MW-4	9/8/1988	51	10	777.19	43.17	734.02	42.31	734.88	NM	-	NM	-	41.80	735.39
MW-5D	9/13/1988	78	5	778.31	27.70	750.61	27.68	750.63	NM	-	NM	-	25.48	752.83
MW-6	9/14/1988	30.5	10	778.33	27.08	751.25	27.18	751.15	NM	-	NM	-	24.84	753.49
MW-7	9/15/1988	40.82	10	780.84	Dry	-	Dry	-	NM	-	NM	-	38.66	742.18
MW-8	9/15/1988	25.4	10	778.34	Dry	-	25.31	753.03	NM	-	NM	-	23.27	755.07
MW-9D	7/19/1989	75	5	780.55	43.53	737.02	42.25	738.30	NM	-	39.93	740.62	39.25	741.30
MW-10	6/28/1989	49.5	10	775.20	47.11	728.09	46.54	728.66	NM	-	45.01	730.19	45.23	729.97
MW-11	6/28/1989	30	10	754.56	26.48	728.08	26.95	727.61	NM	-	NM	-	23.89	730.67
MW-12	6/27/1989	37	10	760.92	36.96	723.96	36.71	724.21	NM	-	NM	-	31.71	729.21
MW-13D	7/21/1989	82	5	760.72	57.87	702.85	35.19	725.53	NM	-	30.84	729.88	30.19	730.53
MW-14	11/15/1990	11	5	728.87	9.70	719.17	7.35	721.52	5.84	723.03	5.68	723.19	5.71	723.16
MW-15	6/25/1992	45	20	777.61	32.87	744.74	32.25	745.36	NM	-	NM	-	29.36	748.25
MW-16D		188	5-10	777.53	50.14	727.39	45.85	731.68	NM	-	NM	-	31.03	746.50
MW-17	6/25/1992	33.5	10	771.46	31.62	739.84	32.10	739.36	NM	-	NM	-	30.79	740.67
MW-18	6/23/1992	27.5	10	747.91	27.20	720.71	24.44	723.47	NM	-	NM	-	23.66	724.25
MW-19	6/24/1992	23	10	740.58	22.83	717.75	20.61	719.97	NM	-	NM	-	19.18	721.40
MW-20	6/26/1992	33.06	10	753.45	Dry	-	Dry	-	Dry	-	32.67	720.78	32.69	720.76
MW-21D		79.5	5	753.05	37.61	715.44	36.86	716.19	35.31	717.74	33.52	719.53	33.69	719.36
MW-22		42.77	10	753.28	38.04	715.24	37.91	715.37	36.96	716.32	35.47	717.81	36.15	717.13
MW-23D		63	5	753.81	37.44	716.37	36.78	717.03	35.39	718.42	34.31	719.50	35.04	718.77
RW-1	7/24/1989	101	75	780.63	75.80	704.83	40.09	740.54	NM	-	37.38	743.25	36.80	743.83
RW-2	7/20/1989	57	45	779.90	Dry	-	43.43	736.47	NM	-	42.46	737.44	41.89	738.01
WSW-D	Circa 1970's	280	Open	761.34	72.01	689.33	35.58	725.76	33.34	728.00	31.29	730.05	30.62	730.72
TW-1		49.5		734.41	33.72	700.69	33.97	700.44	NM	-	32.73	701.68	33.67	700.74
TW-2		56		761.55	50.14	711.41	50.46	711.09	NM	-	NM	-	50.37	711.18
TW-3		50		748.73	38.03	710.70	37.96	710.77	NM	-	NM	-	36.21	712.52
TW-15		33.5		734.14	29.41	704.73	29.78	704.36	NM	-	28.51	705.63	29.75	704.39
TW-16		69		751.48	37.90	713.58	38.10	713.38	NM	-	35.99	715.49	36.50	714.98
PWR-1	7/19/2006	73	10	761.23	50.07	711.16	50.48	710.75	NM	-	49.79	711.44	50.33	710.90
PWR-2	7/20/2006	45	10	715.98	24.28	691.70	22.86	693.12	NM	-	22.59	693.39	22.78	693.20
PWR-3	5/15/2007	73.5	10	741.05	38.73	702.32	38.45	702.60	NM	-	37.78	703.27	37.95	703.10
PWR-4	5/16/2007	57.5	10	726.28	26.87	699.41	25.11	701.17	NM	-	23.94	702.34	24.48	701.80
PWR-5	5/22/2007	67	10	763.52	39.84	723.68	37.77	725.75	NM	-	35.52	728.00	35.73	727.79
PWR-6	8/2/2007	52	10	748.42	27.08	721.34	25.74	722.68	NM	-	23.17	725.25	23.37	725.05
BR-1	5/21/2007	110	Open	722.41	28.51	693.90	27.11	695.30	NM	-	26.06	696.35	26.97	695.44
BR-2	7/31/2007	250	Open	754.05	38.83	715.22	38.16	715.89	37.26	716.79	35.95	718.10	36.60	717.45

Notes:
TOC = Top of Casing
BGS = Below Grade Surface