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 Fee Amt: \$104.00 Page 1 of 31
 Instr# 200700015553
 Gaston, NC
 Susan S. Lockridge Register of Deeds

BK **4355** PG **725-755**

31 RECORDING FEE 104.00

Property Owner: C. W. Smith
 Recorded in Book 4355, Page 725
 Associated plat recorded in Plat Book 74, Page 109

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 25th day of September, 2007 by WDL Holdings, LLC (hereinafter "Prospective Developer").

The Notice concerns contaminated property.

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

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

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

The Brownfields Property lies at the intersection of N.C. Highway 321 and Rankin Lake Road in Gastonia, Gaston County, North Carolina and consists of approximately 6.65 acres. Prospective Developer intends to remove the existing structures, an unoccupied single-story manufacturing building and residence, and redevelop the Brownfields Property for a mix of retail and other commercial uses. Past uses of the Brownfields Property include knitting operations, a furniture store and, most recently, the remanufacture of rear wheel drive transmissions. Groundwater is

RETURN TO: AMANDA SHORT, HELMS MULLISS & WICKER, 201 N. TRYON ST., STE. 3000, CHARLOTTE, NC 28202

contaminated with chlorinated solvents.

The Brownfields Agreement between Prospective Developer and DENR is attached hereto as **Exhibit A**. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.

Attached hereto as **Exhibit B** is a reduction, to 8 1/2" x 11", of the survey plat required by NCGS § 130A-310.35(a). It is a plat of areas designated by DENR that has been prepared and certified by a professional land surveyor and that meets the requirements of NCGS § 47-30. That plat contains the following information required by NCGS § 130A-310.35(a):

(1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property. The following table sets forth information regarding concentrations and the applicable legal standards from Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (in micrograms per liter, the equivalent of parts per billion) regarding contaminants found at the Brownfields Property above unrestricted use standards, in the only medium in which contaminants have been found at such levels (groundwater):

Table A

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. (µg/L)	Standard (µg/L)
1,1-Dichloroethane	B-3	12/07/2005	100	70
	MW-1	09/05/2006	82	
1,1-Dichloroethene	B-3	12/07/2005	52	7
	MW-1	09/05/2006	49	
	S-2	04/26/2005	20	
Tetrachloroethane	S-2	04/26/2006	1.1	0.7
	MW-1	09/05/2006	1.9	
1,1,1-Trichloroethane	B-3	12/07/2005	210	200

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, as limited by the other land use restrictions below, other than for retail (including without limitation restaurant and convenience store/gas station) and, with prior written DENR approval, other commercial purposes. The conduct of these activities is governed by the following definitions:

a. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

b. "Retail" refers to the sale of goods, products or merchandise directly to the consumer.

2. Unless compliance with this Land Use Restriction is waived in writing by DENR in advance, no use of the Brownfields Property may occur prior to demolition of all buildings depicted on the plat component of this Notice, in accordance with applicable legal requirements, including without limitation those administered by the Lead and Asbestos Abatement Program of DENR's Division of Public Health.

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

4. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, 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.

5. Soil anywhere on the Brownfields Property exhibiting any stain or odor may not be disturbed without prior sampling and analysis (a determination regarding which DENR shall provide within a commercially reasonable time period), to DENR's written satisfaction, of soil proposed to be disturbed. If sampling results disclose contamination that DENR determines renders the Brownfields Property unsuitable for the uses specified in Land Use Restriction 1 above, the soil may only be disturbed in conformance with procedures (a determination

regarding which DENR shall provide within a commercially reasonable time period) approved in writing in advance by DENR to protect public health and the environment while the disturbed soil is exposed, and if as much soil is treated, removed and disposed of in accordance with applicable law, or covered with an impervious or hard pervious surface, as DENR determines is necessary to render the Brownfields Property suitable for said uses. If treatment is chosen, it shall occur in conformance with procedures approved in writing in advance and afterwards by DENR. If covering the soil is chosen, said surface shall be maintained to DENR's satisfaction. If soil removal is chosen, information satisfactory to DENR regarding the transportation and disposition of such soil shall be supplied in a written report to DENR within ninety (90) days following removal. For purposes of this land use restriction, the following definitions apply:

a. "Impervious surface" means any structure or groundcover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or other natural or man-made material that prevents the absorption of surface water into the soil.

b. "Hard pervious surface" means any structure or groundcover that allows absorption of surface water into the soil, but has a hard surface formed or cast in place that protects land users from exposure to any contaminants in the soil. Pervious concrete and pervious tennis court materials are examples.

6. 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.

7. 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.

8. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Table A above, 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.

9. The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

10. The Brownfields Property may not be used for agriculture, grazing, timbering or timber production, without the prior written approval of DENR.

11. The Brownfields Property may not be used as a playground, or for child care centers or schools, without the prior written approval of DENR.

12. The Brownfields Property may not be used for kennels, private animal pens or horse-riding, without the prior written approval of DENR.

13. 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.

14. No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

15. During January of each year after the year in which this Notice is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR certifying that this Notice remains recorded at the Gaston County Register of Deeds office, that the Land Use Restrictions are being complied with and stating:

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

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

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 34.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 24th day of September, 2007.

WDL Holdings, LLC

By: John T. Doster
Name typed or printed:
Member/Manager

NORTH CAROLINA
Gaston COUNTY

I, Martha S. Cherry, Notary Public of the county and state aforesaid, certify that John T. Doster personally came before me this day and acknowledged that he/she is a Member of WDL Holdings, LLC, a North Carolina limited liability corporation, and its Manager, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 24th day of Sept., 2007.

Martha S. Cherry
Name typed or printed:
Notary Public

My Commission expires: July 8, 2010

[Stamp/Seal]



ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

By: C.W. Smith
C.W. Smith

NORTH CAROLINA
Gaston COUNTY

I, Martha S. Curry, a Notary Public of the county and state aforesaid, certify that C.W. Smith personally came before me this day, demonstrated his identity, and signed the foregoing certification.

WITNESS my hand and official stamp or seal, this 17th day of September, 2007.

Martha S. Curry
Name typed or printed:
Notary Public

My Commission expires: July 8, 2010

[Stamp/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: L. M. Culpepper
Linda M. Culpepper
Deputy Director, Division of Waste Management

September 10, 2007
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 Gaston 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: WDL Holdings, LLC

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Former ATS Manufacturing Property
OF 1997, N.C.G.S. § 130A-310.30, et seq.)	Highway 321 & Rankin Lake Road
Brownfields Project # 10063-06-36)	Gastonia, Gaston County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina Department of Environment and Natural Resources ("DENR") and WDL Holdings, LLC (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the "Act"), and constitutes an order within the meaning of N.C.G.S. § 130A-22.

WDL Holdings, LLC is a North Carolina manager-managed limited liability company. The address of its agent, John Doster, is 1216 Industrial Avenue, Gastonia, North Carolina 28054. This Agreement concerns property located in Gastonia, Gaston County, North Carolina that is currently vacant. WDL Holdings, LLC intends to remove the existing structures and redevelop the Property for a mix of retail and other commercial uses. The currently contemplated uses include a convenience store and up to three restaurants. 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 WDL Holdings, LLC for contaminants at the property which is the subject

ATS BFA

of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit WDL Holdings, LLC 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 WDL Holdings, LLC.

III. STATEMENT OF FACTS

3. The Property lies at the intersection of N.C. Highway 321 and Rankin Lake Road in Gastonia, Gaston County, North Carolina. It consists of approximately 6.65 acres and constitutes Gaston County tax parcels 100107 and 100108. Existing structures on the Property include an unoccupied single-story manufacturing building and an unoccupied residence. Prospective Developer has committed itself to redevelopment for nothing but retail and other commercial uses.

4. The Property is bordered to the north by Tulip Drive and commercial and retail establishments; to the south by Rankin Lake Road, beyond which lie a convenience store and commercial establishments, to the east by Highway 321, beyond which lie a gas

station/convenience store, railroad tracks and undeveloped property; and to the west by Rankin Lake Road and single-family residences.

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

Title	Prepared by	Date of Report
Phase I/II Environmental Site Assessment Report	Excel Civil & Environmental Associates, PLLC	January 16, 2006
Report of Analysis	Shealy Environmental Services for Excel Civil & Environmental Associates, PLLC	April 28, 2006
Report of Soil and Groundwater Assessment	MACTEC Engineering and Consulting, Inc.	September 18, 2006

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

- a. Beginning no later than 1938, both parcels comprising the Property were utilized for agricultural purposes.
- b. Tax parcel 100107 consists of approximately 0.73 acres and contains an unoccupied residence built in 1959. C.W. Smith purchased the parcel on December 1, 1987.
- c. PAMA Manufacturing Company, a division of Celanese Corporation, leased and built on tax parcel 100108 (approximately 5.95 acres in size) a manufacturing facility, where it operated a knitting business until approximately October 1987. On July 30, 1968, PAMA Manufacturing, Inc. purchased the parcel from Equitable Leasing Corporation, Inc.
- d. On October 1, 1987, Automatic Transmission Shops, Inc. purchased said parcel from PAMA Manufacturing, Inc.
- e. C.W. Smith operated a furniture store on tax parcel 100108 from 1987 to 1989 and

purchased the parcel from Automatic Transmission Shops, Inc on May 31, 1989.

f. For some five (5) years commencing in 1990, Automatic Transmission Shops, Inc., pursuant to a contract, remanufactured rear wheel drive transmissions in the building where C.W. Smith had sold furniture; it continued operations there until September 2005. The building has been used for storage since then.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred on September 18, 2006. The following table sets forth information regarding concentrations and the applicable legal standards from Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (in micrograms per liter, the equivalent of parts per billion) regarding contaminants found at the Property above unrestricted use standards, in the only medium in which contaminants have been found at such levels (groundwater):

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. (µg/L)	Standard (µg/L)
1,1-Dichloroethane	B-3	12/07/2005	100	70
	MW-1	09/05/2006	82	
1,1-Dichloroethene	B-3	12/07/2005	52	7
	MW-1	09/05/2006	49	
	S-2	04/26/2006	20	
Tetrachloroethane	S-2	04/26/2006	1.1	0.7
	MW-1	09/05/2006	1.9	
1,1,1-Trichloroethane	B-3	12/07/2005	210	200

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 Letter of Intent dated December 5, 2006, and entering a contract on November 3, 2005 to purchase the Property.

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

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

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

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

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

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

10. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1) and shall make a payment to DENR of \$3,500 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that the second payment shall constitute, within the meaning of N.C.G.S. § 130A-

310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement.

IV. BENEFIT TO COMMUNITY

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

- a. a return to productive use of the Property;
- b. a spur to additional community redevelopment;
- c. replacement of abandoned structures in disrepair and with new construction;
- d. approximately 50 to 100 jobs;
- e. tax revenue for affected jurisdictions;
- f. additional commercial and retail space for the area; and
- g. "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields").

V. WORK TO BE PERFORMED

12. Within 30 days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within ten days of receiving such notification to refrain from such abandonment, Prospective Developer shall effect said abandonment and shall, within 30 days after concluding such abandonment, provide DENR a report setting forth the procedures and results.

13. Based on the information in the Environmental Reports, and subject to imposition of

and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property.

14. By way of the Notice of Brownfields Property referenced below in paragraph 19, 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, as limited by the other land use restrictions below, other than for retail (including without limitation restaurant and convenience store/gas station) and, with prior written DENR approval, other commercial purposes. The conduct of these activities is governed by the following definitions:

i. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

ii. "Retail" refers to the sale of goods, products or merchandise directly to the consumer.

b. Unless compliance with this Land Use Restriction is waived in writing by DENR in advance, no use of the Property may occur prior to demolition of all buildings depicted on the plat component of the Notice referenced in paragraph 19 below, in accordance with applicable legal requirements, including without limitation those administered by the Lead and Asbestos Abatement Program of DENR's Division of Public Health.

c. Surface water and underground water at the Property may not be used for any

purpose without the prior written approval of DENR.

d. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, 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.

e. Soil anywhere on the Property exhibiting any stain or odor may not be disturbed without prior sampling and analysis (a determination regarding which DENR shall provide within a commercially reasonable time period), to DENR's written satisfaction, of soil proposed to be disturbed. If sampling results disclose contamination that DENR determines renders the Property unsuitable for the uses specified in subparagraph 14.a. above, the soil may only be disturbed in conformance with procedures (a determination regarding which DENR shall provide within a commercially reasonable time period) approved in writing in advance by DENR to protect public health and the environment while the disturbed soil is exposed, and if as much soil is treated, removed and disposed of in accordance with applicable law, or covered with an impervious or hard pervious surface, as DENR determines is necessary to render the Property suitable for said uses. If treatment is chosen, it shall occur in conformance with procedures approved in writing in advance and afterwards by DENR. If covering the soil is chosen, said

surface shall be maintained to DENR's satisfaction. If soil removal is chosen, information satisfactory to DENR regarding the transportation and disposition of such soil shall be supplied in a written report to DENR within ninety (90) days following removal. For purposes of this land use restriction, the following definitions apply:

i. "Impervious surface" means any structure or groundcover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or other natural or man-made material that prevents the absorption of surface water into the soil.

ii. "Hard pervious surface" means any structure or groundcover that allows absorption of surface water into the soil, but has a hard surface formed or cast in place that protects land users from exposure to any contaminants in the soil. Pervious concrete and pervious tennis court materials are examples.

f. 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.

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

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

i. The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

j. The Property may not be used for agriculture, grazing, timbering or timber production, without the prior written approval of DENR.

k. The Property may not be used as a playground, or for child care centers or schools, without the prior written approval of DENR.

l. The Property may not be used for kennels, private animal pens or horse-riding, without the prior written approval of DENR.

m. 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.

n. No party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Property for purposes of conducting such assessment or remediation.

o. During January of each year after the year in which the Notice referenced below in paragraph 19 is recorded, the then current owner of any part of the Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Gaston County Register of Deeds office, and that the land use restrictions are being complied with, and stating:

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

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

15. 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.

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

17. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

18. In addition to providing access to the Property pursuant to subparagraph 14.n. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Notwithstanding any provision of this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

19. 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 Gaston 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.

20. 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 Gaston County land records, Book 4355, Page 725." 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.

21. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

VII. DUE CARE/COOPERATION

22. The Prospective Developer shall exercise due care at the Property with respect to regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the

Property by DENR and further agrees not to interfere with any such remediation. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by 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 143-215.84, 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

23. 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 Letter of Intent dated December 5, 2006 by which it applied for this Agreement. Those uses are retail and, with prior written DENR approval, commercial uses. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

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

24. 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.

25. 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.

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

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

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 & TRANSFER/ASSIGNMENT NOTICE

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.

29. No later than 14 days prior to any transfer or assignment by Prospective Developer of any interest in the Property, Prospective Developer shall provide in writing to DENR the transferee or assignee's name, mailing address, telephone and facsimile numbers, and e-mail address.

XII. DISCLAIMER

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

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

XIII. DOCUMENT RETENTION

32. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

XIV. PAYMENT OF ENFORCEMENT COSTS

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

XV. NOTICES AND SUBMISSIONS

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

- a. for DENR:
Sandra Moore
N.C. Division of Waste Management
Brownfields Program
401 Oberlin Road, Suite 150
Raleigh, NC 27605
- b. for Prospective Developer:
Mr. John Doster
WDL Holdings, LLC
1216 Industrial Avenue
Gastonia, North Carolina, 28054

Prospective Developer shall also send any and all notices and submissions this Agreement requires it to send to any and all other state and federal agencies regulating any matters pertaining to the Property's environment, and to the chief public health and environmental officials of the county where the Property lies. Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

35. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

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

XVIII. CONTRIBUTION PROTECTION

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

by DENR or any other person in relation to the Property.

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

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

XIX. PUBLIC COMMENT

40. This Agreement shall be subject to a public comment period of at least 30 days starting the day after 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 the North Carolina Register, or the day after publication of the same in a newspaper of general circulation serving the area in which the Property is located, whichever occurs later. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:

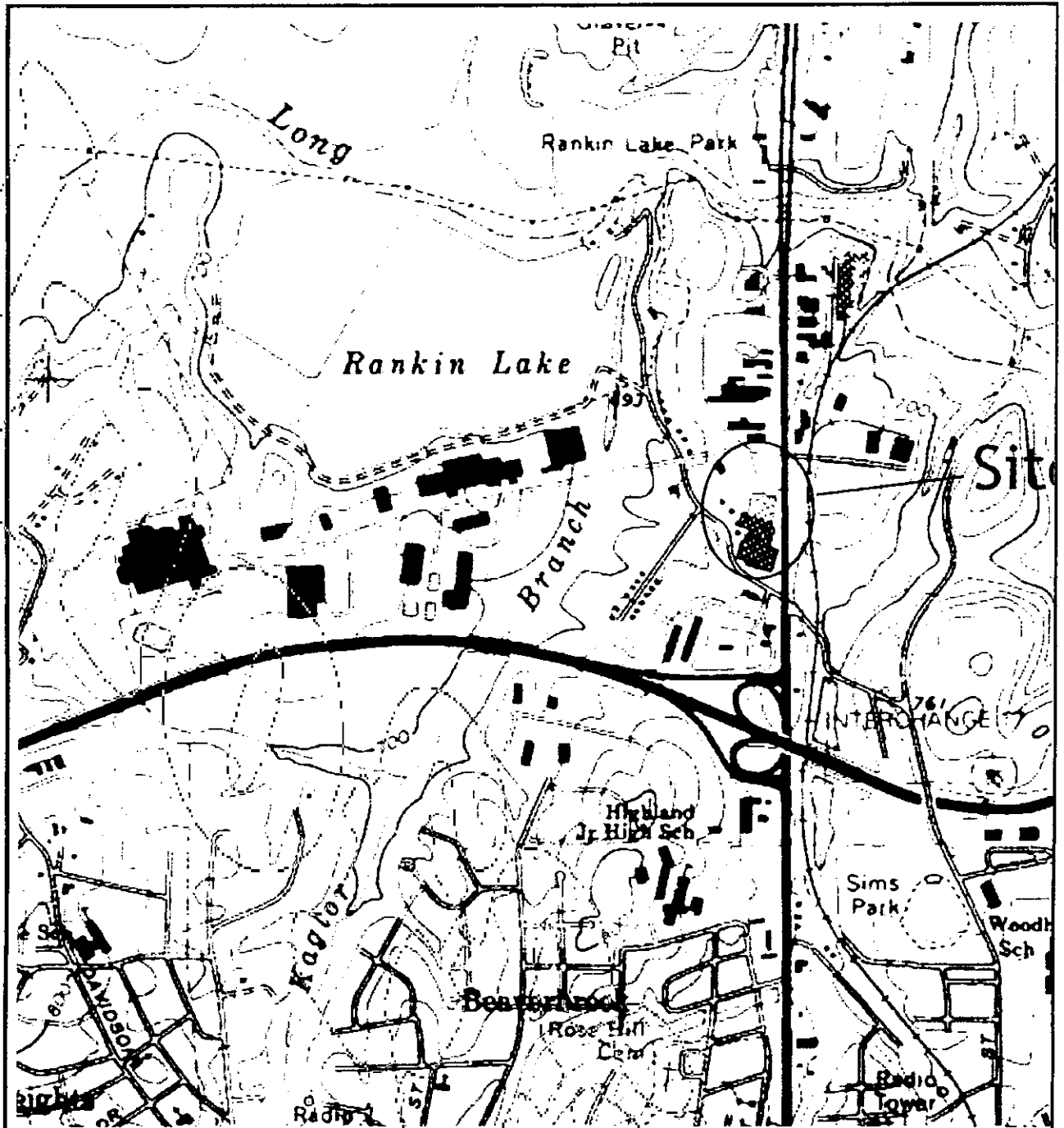
Linda M. Culpepper September 10, 2007
Linda M. Culpepper Date
Deputy Director, Division of Waste Management

IT IS SO AGREED:

WDL HOLDINGS, LLC

By:

[Signature] Sept 24, 2007
Name typed or printed: Date:
Title typed or printed:



EXCEL CIVIL & ENVIRONMENTAL
ASSOCIATES, PLLC
625 HUNTSMAN COURT
GASTONIA, NC 28054
(704) 853-08000

B.1 – Topographical Map

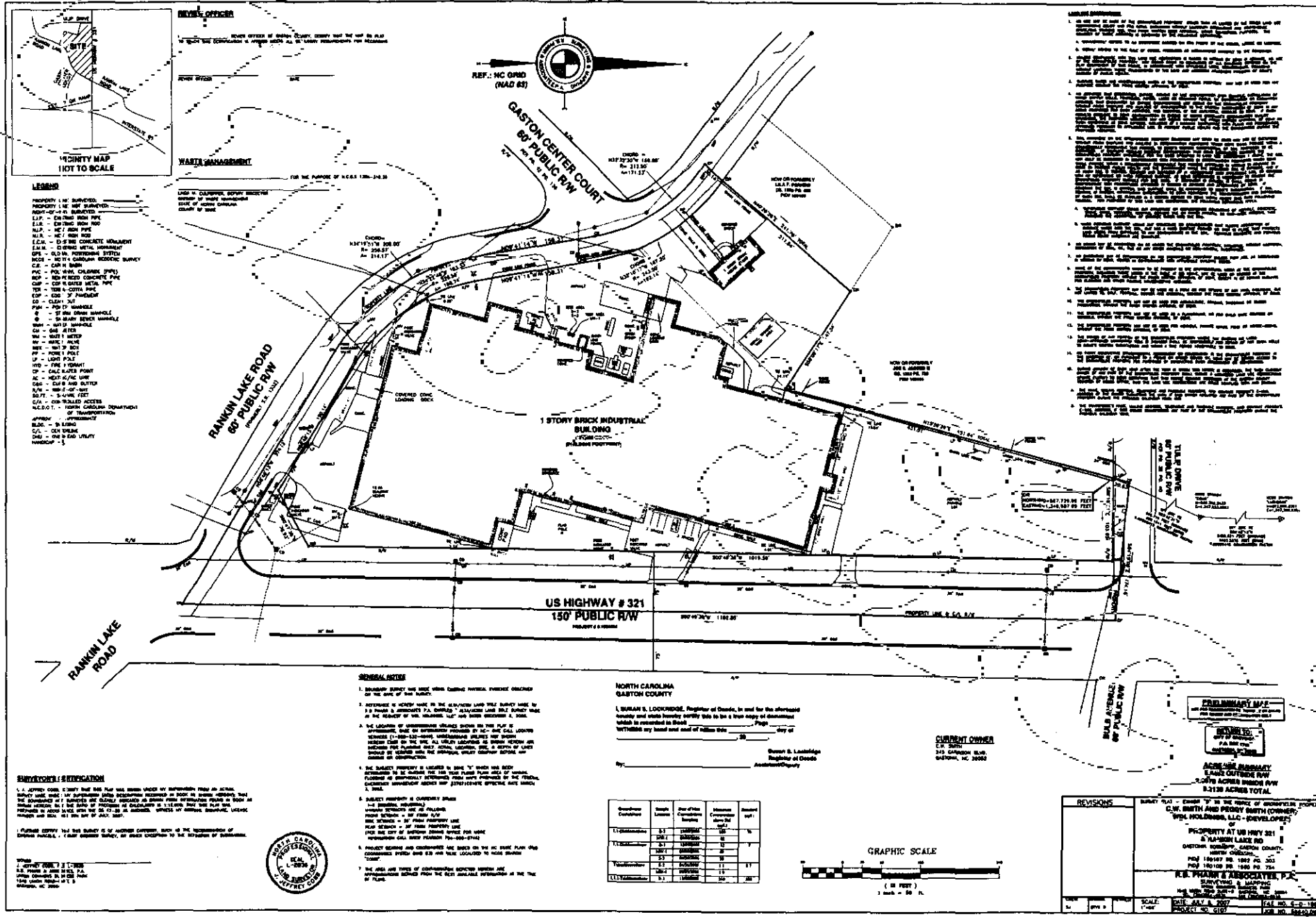
Excel Project Number 25124

Source: www.topozone.com



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 B



LEGEND

- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- RIGHT-OF-WAY SURVEYED
- LI.P. - CONCRETE SIDE WALK
- LI.S. - CONCRETE SIDE WALK
- LI.A. - METAL SIDE WALK
- LI.C. - CONCRETE SIDE WALK
- LI.D. - CONCRETE SIDE WALK
- LI.E. - CONCRETE SIDE WALK
- LI.F. - CONCRETE SIDE WALK
- LI.G. - CONCRETE SIDE WALK
- LI.H. - CONCRETE SIDE WALK
- LI.I. - CONCRETE SIDE WALK
- LI.J. - CONCRETE SIDE WALK
- LI.K. - CONCRETE SIDE WALK
- LI.L. - CONCRETE SIDE WALK
- LI.M. - CONCRETE SIDE WALK
- LI.N. - CONCRETE SIDE WALK
- LI.O. - CONCRETE SIDE WALK
- LI.P. - CONCRETE SIDE WALK
- LI.Q. - CONCRETE SIDE WALK
- LI.R. - CONCRETE SIDE WALK
- LI.S. - CONCRETE SIDE WALK
- LI.T. - CONCRETE SIDE WALK
- LI.U. - CONCRETE SIDE WALK
- LI.V. - CONCRETE SIDE WALK
- LI.W. - CONCRETE SIDE WALK
- LI.X. - CONCRETE SIDE WALK
- LI.Y. - CONCRETE SIDE WALK
- LI.Z. - CONCRETE SIDE WALK

GENERAL NOTES

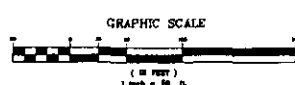
1. SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS CURRENTLY OCCUPIED BY THE OWNER OF THIS PROJECT.
2. THE PROPERTY IS LOCATED IN THE UNINCORPORATED AREA OF GASTON COUNTY, NORTH CAROLINA. THE PROPERTY IS NOT SUBJECT TO ANY LOCAL ORDINANCES OR REGULATIONS.
3. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL REGULATIONS.
4. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL HISTORIC PRESERVATION REGULATIONS.
5. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL LANDMARK DESIGNATION REGULATIONS.
6. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL ZONING REGULATIONS.
7. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL PLANNING REGULATIONS.

**NORTH CAROLINA
GASTON COUNTY**

I, **BURAN S. LOCKHIDE**, Registrar of Deeds, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in Book _____ Page _____ of the Public Records of this County.

Buran S. Lockhide
Registrar of Deeds
Gastonia, NC

Section	Area (Acres)	Area (Sq. Feet)	Area (Sq. Feet)	Area (Sq. Feet)
1	0.15	6,460	6,460	6,460
2	0.15	6,460	6,460	6,460
3	0.15	6,460	6,460	6,460
4	0.15	6,460	6,460	6,460
5	0.15	6,460	6,460	6,460
6	0.15	6,460	6,460	6,460
7	0.15	6,460	6,460	6,460
8	0.15	6,460	6,460	6,460
9	0.15	6,460	6,460	6,460
10	0.15	6,460	6,460	6,460



REVISIONS

No.	Date	Description
1	08/01/07	Initial Issue
2	08/01/07	Revised

PRELIMINARY MAP
FOR THE PROPOSED CONSTRUCTION OF A 1-STOREY BRICK INDUSTRIAL BUILDING AND ASSOCIATED PAVING AND UTILITIES ON A 0.75-ACRE TRACT OF LAND LOCATED IN THE UNINCORPORATED AREA OF GASTON COUNTY, NORTH CAROLINA.

OWNER: WEL HOLDINGS, LLC - (DEVELOPER)
PROPERTY AT 180 HWY 321 & RANKIN LAKE RD, GASTON COUNTY, NORTH CAROLINA
PARCEL 180187 IN 1802 PG. 203
PARCEL 180188 IN 1802 PG. 203
R.E. PHARR & ASSOCIATES, P.C.
1801 RANKIN LAKE RD, SUITE 100
GASTON, NC 28053
TEL: 704.438.1111 FAX: 704.438.1112
DATE: AUG 1, 2007
PROJECT NO: 07-001
JOB NO: 07-001-001

EXHIBIT B: FULL-SIZE PLAT MAP FILED SEPARATELY

EXHIBIT C
LEGAL DESCRIPTION

TO ARRIVE AT THE POINT OF BEGINNING, COMMENCE AT NORTH CAROLINA GEODETIC SURVEY STATION "LUTHERAN", HAVING A NORTH CAROLINA STATE PLANE GRID COORDINATES OF NORTHING = 573,690.3381 FEET AND EASTING = 1,347,300.9301 FEET; THENCE A TIE COURSE OF SOUTH 00-43-12 WEST, A HORIZONTAL GROUND DISTANCE OF 5402.521 FEET TO NORTH CAROLINA GEODETIC SURVEY STATION "COMB", HAVING A NORTH CAROLINA STATE PLAN GRID COORDINATES OF NORTHING = 568,288.2433 FEET AND EASTING = 1,347,233.0503 FEET; THENCE A TIE LINE OF SOUTH 23-42-31 WEST, A HORIZONTAL GROUND DISTANCE OF 609.716 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AN EXISTING IRON PIN SITUATED ON THE SOUTHERN RIGHT-OF-WAY LIMIT OF TULIP DRIVE; THENCE NORTH 15-09-29 EAST, A DISTANCE OF 20.63 FEET TO A CALCULATED POINT SITUATED WITHIN THE RIGHT-OF-WAY LIMITS OF TULIP DRIVE; THENCE SOUTH 84-19-06 EAST, A DISTANCE OF 174.16 FEET TO A CALCULATED POINT SITUATED IN THE INTERSECTION OF US HIGHWAY 321 AND TULIP DRIVE; THENCE RUNNING WITH THE CENTERLINE OF US HIGHWAY 321 SOUTH 00-49-38 WEST, A DISTANCE OF 1,182.85 FEET TO A CALCULATED POINT SITUATED IN THE INTERSECTION OF RANKIN LAKE ROAD AND US HIGHWAY 321; THENCE THE FOLLOWING FOUR (4) COURSES WITH THE CENTERLINE OF RANKIN LAKE ROAD: (1.) NORTH 58-48-13 WEST, A DISTANCE OF 374.13 FEET TO A CALCULATED POINT; (2.) WITH A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 256.57 FEET, AN ARC LENGTH OF 214.17 FEET (CHORD = NORTH 34-19-51 WEST, 208.00 FEET) TO A CALCULATED POINT; (3.) NORTH 09-41-14 WEST, A DISTANCE OF 158.37 FEET TO A CALCULATED POINT; (4.) THENCE WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 171.23 FEET (CHORD = NORTH 32-32-30 WEST, 166.68 FEET) TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF RANKIN LAKE ROAD AND RUNNING WITH THE EASTERN PROPERTY LINE OF LILA F. PERKINS AS RECORDED IN DEED BOOK 88,0 PAGE 828 IN THE GASTON COUNTY REGISTRY, NORTH 40-28-28 EAST, PASSING OVER AN EXISTING IRON PIN AT 30.14 FEET SITUATED ON THE RIGHT-OF-WAY OF RANKIN LAKE ROAD FOR A TOTAL DISTANCE OF 241.78 FEET TO AN EXISTING IRON PIN SITUATED AT THE NORTHEAST CORNER OF THE LILA F. PERKINS PROPERTY AND ALSO SITUATED ON THE SOUTHERN LINE OF JOE S. JACOBS, III PROPERTY AS RECORDED IN DEED BOOK 1352, PAGE 735 IN THE GASTON COUNTY REGISTRY; THENCE WITH THE SOUTHERN LINE OF THE JOE S. JACOBS, III PROPERTY, SOUTH 56-09-17 EAST, A DISTANCE OF 147.34 FEET TO AN EXISTING IRON ROD; THENCE WITH THE EASTERN LINE OF JOE S. JACOBS, III PROPERTY, NORTH 15-09-29 EAST, A DISTANCE OF 431.01 FEET TO THE POINT OF BEGINNING; CONTAINING 9.2130 ACRES, MORE OR LESS.