

**STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division  
and the Local Government Commission  
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

**APPLICATION FOR APPROVAL OF INSTALLMENT PURCHASE  
OR LEASE CONTRACTS**

CHECK ONE:                     G. S. 160A-19                     G. S. 160A-20  
    G. S. 153A-165

1. Unit Rowan County, North Carolina Population 138,252 Date May 6, 2014
2. Project Description Purchase of West End Plaza and renovations to the property
3. Necessity It will meet future office space needs for Rowan County Government at a lower cost than construction of new facilities.
4. Principal Amount to be Financed..... \$ 3,950,000
5. Interest to be paid during life of contract ..... \$ 609,057
6. Amount due throughout life of contract..... \$ 4,559,057  
(i.e., amount of periodic payment times number of payments. Should also be the total of 4 + 5 above.)
7. Estimated increase in tax rate by reason of proposed financing \$ 0.005. If other funding sources are anticipated, explain in one of the following forms:
  - LGC-108C Revenue Projection for Water and Sewer
  - LGC-108D Revenue Project for Other Enterprises
  - LGC-108E Repayment Plan for Non-Enterprise Purposes
8. Term of contract including options to renew (if any) ..... Ten Years
9. Basis of design and estimated cost of project (engineer) The purchase price of the West End Plaza (formerly the Salisbury Mall) was determined by an auction. Roofing renovations are estimated by REI Engineers at \$515,000. Total estimated project cost is \$3,950,000.  
Date construction bids will be opened N/A
10. Capital budget based on estimates as of..... May 6, 2014

<u>Estimated Cost</u>	<u>Funding Sources</u>
Construction Cost ..... \$ <u>452,480</u>	Loan ..... \$ <u>3,950,000</u>
Engineer or Arch. Fees ..... <u>42,520</u>	Grants (indicate source) .....
Land and Rt.-of-way ..... <u>3,425,000</u>	.....
Special Counsel Fees .....	.....
Other Legal/Fiscal Cost..... <u>10,000</u>	.....
Administrative Cost.....	.....
Capitalized Interest .....	.....
Contingency..... <u>20,000</u>	Available Cash .....
.....	Other .....
Total ..... \$ <u>3,950,000</u>	Total..... \$ <u>3,950,000</u>

11. The attached are furnished in support of this application:
- a. Certified copy of governing body resolution making necessary findings and authorizing the contract.
  - b. Publisher's Affidavit of the Notice of Hearing. *(will send approximately 5/23/14)*
  - c. Certified copy of minutes of hearing. *(will send approximately 5/23/14)*
  - d. Certified net debt statement.
  - e. Certified fiscal information by finance officer.
  - f. Revenue projections on repayment plan, Form 108C, 108D, or 108E.
  - g. Engineer's or architect's report establishing feasibility, if applicable.
  - h. Proposed financing contract. *(to be sent by Mary Nash Rusher)*
  - i. Completed IRS form 8038-G (2 copies) *(To be provided at loan closing)*.
  - j. Unit Attorney's Opinion. *(to be sent by Mary Nash Rusher)*
  - k. Fee Arrangement Letters:
    - Special Counsel
    - Banker/Underwriter
  - l. Independent appraiser's report if applicable.
  - m. Bid specifications and summary of competitive bids from contractors.
  - n. Bid specifications and summary of competitive bids from banks and other financial institutions.
  - o. Required licenses and permits.
  - p. Evidence that plans and specs have been approved by appropriate State agencies.
  - q. Other: Specify See attached list

- r. Engineer's/Architect's engagement letter (fee arrangement) and a copy of proposed contract
- s. Application fee for installment/lease purchase agreement contract. Attach check for appropriate amount.
  - \$1,250 for private placement.
  - \$12,500 for public offering.

12. Current audited financial statements have been received by Fiscal Management. **Audit Reports are due October 31 each year.** For units with a calendar year or fiscal year not ending on June 30, audited financial statements should be received within four months of year-end. Yes  No

13. Unit's Attorney Mary Nash Rusher Telephone 919-899-3066 Fax 919-833-6352  
Address Hunton & Williams, LLP, P.O. Box 109, Raleigh, NC Zip 27602

14. Financing contract/agreement with PNC Bank, Public Finance  
4720 Piedmont Row Drive, Suite 200, Charlotte, NC 28210  
Contact Person Jeremy E. Fisher, Vice President  
Telephone 704-571-0655 Fax 704-571-0719

15. Consulting Firm REI Engineers  
(Architect or Engineer) 1927 JN Pease Place, Suite 201, Charlotte, NC 28262  
Contact Person David Madonia Title Vice President  
Telephone 704-596-0331 ext. 223 Fax 704-596-0533

16. Unit's Authorized Agent Leslie E. Heidrick  
Title Assistant County Manager/Finance Director Telephone 704-216-8177 Fax 704-216-8110  
Address 130 West Innes Street, Salisbury, NC Zip 28144

This application and supporting documents are deemed to be true and accurate to the best of my knowledge and belief.

Leslie E. Heidrick  
Signature of Authorized Agent  
(As Designated by Board)

5/05/14  
Date

**ROWAN COUNTY, NORTH CAROLINA**  
**APPLICATION FOR APPROVAL OF INSTALLMENT PURCHASE OR LEASE CONTRACTS**  
**PART 11.q - OTHER ATTACHMENTS**

Memo from County Manager regarding Salisbury Mall purchase price  
Agreement of Purchase and Sale, and Addendum A, Purchase Contract  
First Amendment to Contract for Purchase of Property  
Settlement Statement  
North Carolina Special Warranty Deed  
Report of Phase I Environmental Site Assessment  
Results of Phase II Soil Sampling and Analysis

Jim Sides, Chairman  
Craig Pierce, Vice-Chairman  
Jon Barber  
Mike Caskey  
Chad Mitchell



Gary L. Page, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, Rowan County, North Carolina (the "County") desires to finance the purchase of the West End Plaza and renovations to the property (the "Project") over a ten-year term to better serve the citizens of Rowan County; and

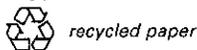
WHEREAS, the County desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 5<sup>th</sup> day of May, 2014, make the following findings of fact:

- 1) The proposed contract is necessary or expedient because the Project will meet future office space needs for Rowan County Government at a lower cost than construction of new facilities.
- 2) The proposed contract is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue. The cost of the proposed undertaking is approximately \$3,950,000 and exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.
- 3) The sums to fall due under the contract are adequate and not excessive for the proposed purpose based upon a competitive bid value of the property and renovation estimates received from REI Engineers.
- 4) The County's debt management procedures and policies are good because they are managed in strict compliance with the law, there have been no defaults on debt service payments and the County is well below its legal debt margin.
- 5) The increase in property taxes necessary to meet the sums to fall due under the proposed contract will be one-half cent per \$100 valuation and is not deemed to be excessive.

Equal Opportunity Employer



- 6) The County is not in default in any of its debt service obligations.
- 7) The attorney for the County has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Assistant County Manager/Finance Director is hereby authorized to act on behalf of the County in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this Resolution.

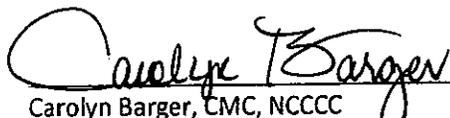
This Resolution is effective upon its adoption this 5<sup>th</sup> day of May, 2014.

The motion to adopt this Resolution was made by Commissioner Pierce, seconded by Commissioner Caskey and passed by a vote of 4 to 1.

  
Jim Sides  
Chairman, Board of Commissioners

ATTEST:

This is to certify that this is a true and accurate copy of this Resolution adopted by the Rowan County Board of Commissioners on the 5<sup>th</sup> day of May, 2014.

  
Carolyn Barger, CMC, NCCCC  
Clerk to the Board/Assistant to the County Manager

May 5, 2014  
Date



(SEAL)

**STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division  
and the Local Government Commission  
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

**STATEMENT OF DEBT**

For Rowan County, North Carolina

To be filed with the application. The debt described below should not include debt incurred or to be incurred in anticipation of the collection of taxes or other revenues or in anticipation of the sale of bonds other than funding or refunding bonds. The debt described below should not include revenue bonds or special obligation bonds.

**A. Gross Debt**

1. Outstanding debt evidenced by bonds:

<u>Purpose</u>	<u>Amount</u>	
Water		
Sanitary Sewer		
Electric		
Gas		
Other - Schools	\$52,995,000	\$ <u>52,995,000</u>

2. The proposed financing, and bonds authorized by orders introduced but not yet adopted:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>	
May 2014	Purchase of West End Plaza and Renovations to the Property	\$3,950,000	
			\$ <u>3,950,000</u>

3. Unissued bonds authorized by adopted orders:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>	
			\$ <u>-0-</u>

4. Outstanding debt not evidenced by bonds (lease-purchase agreements):

<u>Date Incurred</u>	<u>Purpose</u>	<u>Amount</u>	
See attached schedule		\$21,452,043	
			\$ <u>21,452,043</u>

Total Gross Debt (Sum of 1, 2, 3 and 4)      \$ 78,397,043

**ROWAN COUNTY, NORTH CAROLINA  
FORM LGC-109 - STATEMENT OF DEBT  
PART A.4. - OUTSTANDING DEBT NOT EVIDENCED BY BONDS**

<u>Date of Debt</u>	<u>Source of Debt</u>	<u>Purpose</u>	<u>Amount</u>
November 1996	Installment purchase	Improvements - water	\$ 48,085
December 2006	Installment purchase	Construction - elementary school	2,413,620
March 2008	Installment purchase	Renovations - Justice Center	542,857
December 2008	Installment purchase	Construction - DSS facility	2,309,400
June 2009	Installment purchase	Construction - Community College classroom	1,870,000
December 2009	Installment purchase	Construction - sewer line	1,512,500
October 2010	Build America Bonds	Construction - satellite jail	4,075,500
December 2011	Installment purchase	Construction - E-911 facility/equipment	7,275,000
June 2013	Installment purchase	Vehicles/equipment	<u>1,405,081</u>
	Total		<u>\$ 21,452,043</u>

**B. Deductions**

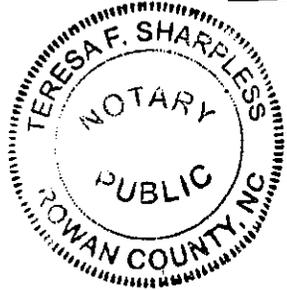
1. Funding and refunding bonds authorized by orders introduced but not yet adopted .....	\$ _____	-0-
2. Funding and refunding bonds authorized but not issued ...	\$ _____	-0-
3. Amount held in sinking funds or otherwise for the payment of gross debt other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent deductible under Section 159-55[b] of the Local Government Bond Act), or two or more of these purposes. ....	\$ _____	-0-
4. Bonded debt included in gross debt and incurred or to be incurred for water, gas or electric light or power purposes, or any two or more of these purposes. ....	\$ _____	-0-
5. Bonded debt included in gross debt and incurred or to be incurred for sanitary sewer system purposes (to the extent deductible under Section 159-55[b] of The Local Government Bond Act). ....	\$ _____	-0-
6. Uncollected special assessments levied for local improvements for which gross debt (that is not otherwise deducted) was or is to be incurred, to the extent it will be applied, when collected, to the payment of such gross debt.....	\$ _____	-0-
7. Estimate of special assessments to be levied for local improvements for which any part of gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments when collected, will be applied to the payment of any part of gross debt.....	\$ _____	-0-
Total Deductions (Sum of 1 through 7)	\$ _____	-0-
<b>C. Net Debt</b> being the difference between Total Gross Debt (A) and Total Deductions (B) .....	\$ _____	<u>78,397,043</u>
<b>D. Assessed Value</b> of property subject to taxation being the value from which the assessed value was last fixed for taxation as revealed by the County tax records and certified by the County Tax Supervisor. ....	\$ _____	<u>11,695,000,000</u>
<b>E. Percentage that Net Debt</b> bears to the assessed value of property subject to taxation (C ÷ D).....		<u>.67%</u>

I certify the above is correct to the best of my knowledge.	Finance Officer's Signature <i>Perle &amp; Heichick</i>	Date 5/05/14
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STATE OF NORTH CAROLINA )  
 )  
COUNTY OF ROWAN ) ss.:

Leslie E. Heidrick, being duly sworn, says that she is  
the Assistant County Manager/Finance Director..... of the County of Rowan  
in the State of North Carolina; and that the foregoing statement is true and was made and  
subscribed by her .

Leslie E. Heidrick  
Finance Officer



Sworn to and subscribed before me on  
the day of the date of said statement

Teresa F. Sharples  
(Notary Public)

My commission expires the 3rd day of November, 2018.

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF ROWAN ) ss.:

I, the undersigned Carolyn Barger of the County  
of Rowan in the State of North Carolina, DO HEREBY CERTIFY that the  
foregoing statement and accompanying affidavit were filed in my office on the 6th day of  
May, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, this  
6th day of May 2014.

Carolyn Barger  
Clerk



STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER

State and Local Government Finance Division  
and the Local Government Commission  
325 North Salisbury Street, Raleigh, North Carolina 27603-1385

SELECTED FISCAL INFORMATION AS CERTIFIED BY FINANCE OFFICER

Unit Rowan County, North Carolina

1. Ad Valorem Tax (current fiscal year):

Appraised Value	\$ <u>11,695,000,000</u>	Tax Rate — General Fund	\$ <u>.6225</u>
Total Levy	<u>72,801,375</u>	— Other funds	<u>-0-</u>
Uncollected at <u>3/31/14</u>	<u>5,574,794</u>	— Total	\$ <u>.6225</u>
Percentage Collected	<u>92.34</u> %		

2. For the past 5 fiscal years, has there been a delay in payment or non-payment of matured bonds and coupons when presented to the unit's fiscal agent? No (Yes; No). If yes, explain circumstances on separate statement.

3. Information relating to compliance with Local Government Budget and Fiscal Control Act: (If answer to any question in this item is No, furnish explanation.)

A. Purchasing and Contracts	<u>Yes</u>	<u>No</u>
(1) Are purchase orders issued for all commitments over a minimum amount?	<u>✓</u>	<u>          </u>
(2) Do all purchase orders include a preaudit certificate signed by the finance officer (or properly appointed deputy)?	<u>✓</u>	<u>          </u>
(3) Are all purchase orders posted to appropriate expenditure accounts as encumbrances?	<u>✓</u>	<u>          </u>
 B. Other:		
(1) Do checks or drafts on an official depository bear on their face a preaudit certificate, of sufficient unencumbered appropriation signed by the finance officer (or properly appointed deputy)?	<u>✓</u>	<u>          </u>
(2) Are the finance officer, tax collector, and other employees (as required) properly bonded according to G.S. 159-29?	<u>✓</u>	<u>          </u>
(3) Did the budget provide for all deficits, if any, as shown in the audit report for the prior year?	<u>✓</u>	<u>          </u>

C. Please include a description of any material instance of misfeasance or malfeasance (within the last three years) which might affected the credit of the unit. None

I certify the above is correct to the best of my knowledge	Finance Officer's Signature <u>Leslie E. Niedrick</u>	Date <u>5/05/14</u>
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**D. Additional Loan and Grant procedures for a Capital Project Ordinances**(1) Loans

Pursuant to G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. To facilitate budgetary and accounting control, it is required that a capital project ordinance, pursuant to G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project?  YES  NO

(2) Grants

To facilitate budgetary and accounting control, it is required that a grant project ordinance, pursuant to G.S. 159-13.2, with a corresponding capital project fund, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project?  YES  NO  N/A

STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER

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REPAYMENT PLAN FOR NON-ENTERPRISE PROJECTS

Complete if the proposed financing is for non-enterprise purposes. List below the available sources of repayment and the amounts available to service debt over a three-year period. Explain in detail and attach supporting schedules.

AVAILABLE AMOUNT

<u>Available Sources</u>	<u>Fiscal Year 2015</u>	<u>Fiscal Year 2016</u>	<u>Fiscal Year 2017</u>
Increase in tax rate of	\$ _____	\$ _____	\$ _____
one-half cent per \$100	_____	_____	_____
valuation. Please see	_____	_____	_____
calculation shown below.	<u>562,320</u>	<u>562,320</u>	<u>562,320</u>
<hr/>			
Total Amount Available	\$ <u>562,320</u>	\$ <u>562,320</u>	\$ <u>562,320</u>
Debt Service Amount	\$ <u>455,906</u>	\$ <u>455,906</u>	\$ <u>455,906</u>

FY 2015 estimated tax base	\$ 11,715,000,000
Divided by 100	_____ 100
	117,150,000
Times 0.5 cent tax rate increase per \$100 valuation	_____ 0.005
	585,750
Times 96% collection percentage	_____ 0.96
	<u>\$ 562,320</u>



HUNTON & WILLIAMS LLP  
POST OFFICE BOX 109  
RALEIGH, NORTH CAROLINA 27602

TEL 919 • 899 • 3000  
FAX 919 • 833 • 6352

April 4, 2014

MARY NASH RUSHER  
DIRECT DIAL: 919-899-3066  
EMAIL: mnrusher@hunton.com

DOC 50231040

Leslie Heidrick, Finance Director  
Rowan County, North Carolina  
130 W. Innes Street  
Salisbury, North Carolina 28144

Rowan County Bond Counsel

Dear Leslie:

I certainly enjoyed talking with you and Rita last week about Hunton & Williams LLP serving as bond counsel for Rowan County (the "County"). As we discussed, the County is considering several different financings for 2014. The first of those will be an installment financing agreement relating to the acquisition and renovation of West End Plaza (formerly Salisbury Mall) and the renovation thereof (the "Project"). This letter will serve as the engagement letter between the County of Rowan, North Carolina (the "County") and Hunton & Williams LLP (the "Firm" or "bond counsel"), with regard to our acting as bond counsel in connection with the proposed execution of the installment financing agreement (the "Agreement"). The Agreement will be secured by a Deed of Trust on the Project. This letter will also serve as the engagement letter for future issuances and financings, except that we will discuss the fee arrangements for each of those issuances or financings separately, closer to the date of issuance.

Scope of Services. In our capacity as bond counsel, we will represent the County and have an attorney-client relationship with the County. As bond counsel, we will be responsible for rendering an objective legal opinion with respect to the authorization, execution and delivery of the Agreement and the tax treatment of the that portion of each installment payment constituting interest (the "Opinion"). It is expected that a portion of the interest will be taxable and a portion tax-exempt. In order to do this, we will prepare the Agreement, the Deed of Trust, the resolution to be adopted by the County's governing body approving the Agreement and Deed of Trust, and such closing documents, certificates (including the tax certificate) and opinions of counsel as may be required by the terms of the financing and applicable Federal and state laws.

We will also assist the County in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, execution and delivery of the Agreement, including in particular the North Carolina Local Government Commission (the "LGC").



Ms. Leslie Heidrick  
April 4, 2014  
Page 2

In addition, where appropriate, we will review legal issues and documents relating to the structure of the transaction. Throughout this effort, we will work closely with representatives of the County and the County attorney, the County's financial advisor, and the bank that is the counterparty to the Agreement and its counsel, on all aspects of this financing from structuring through closing.

Upon delivery in form satisfactory to us of all required documentation and certification of certain facts on behalf of the County, we will deliver our Opinion. The Opinion will be based on facts and law existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Please note that our duties as bond counsel do not involve any of the following unless we are separately engaged to do so: (a) assisting in the preparation or review of an official statement or any other disclosure document with respect to the Agreement, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (b) preparing requests for tax rulings from the Internal Revenue Service; (c) preparing blue sky or investment surveys with respect to the Agreement; (d) drafting of state constitutional or legislative amendments; (e) making an investigation or expressing any view of the creditworthiness of the County; (f) assisting in the preparation of, or giving an opinion on, a continuing disclosure undertaking pertaining to the Agreement; (g) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations; (h) after closing, providing continuing advice to the County concerning any actions necessary to assure that any portion of the interest component paid under the Agreement will continue to be excluded from gross income for federal income tax purposes (e.g., we will not undertake rebate calculations for the Agreement without a separate engagement for that purpose); (i) any title work relating to the Project, or (j) any other matter not specifically set forth above that is not required to render the Bond Opinion.

Attorney Client Relationship. The County will be our client and an attorney-client relationship will exist between the County and this firm. You and Rita Peters will be our primary contacts.

We will not have an attorney-client relationship with any other party to this transaction unless it is explained herein or separately agreed to by the County; however, it is also correct



Ms. Leslie Heidrick  
April 4, 2014  
Page 3

that other parties will be relying, to a lesser or greater degree, on our Opinion. The County's agreement to the engagement described in this letter confirms the County's understanding and consent to such reliance by other parties.

Fees and Expenses. Mary Nash Rusher will be the attorney primarily responsible for this engagement, with assistance from Kristen Kirby. Wally McBride will assist with tax matters. Other partners, associates, employees and paralegals may be involved in this transaction as well in order to provide the most effective and efficient service. Our fees as bond counsel are based upon the responsibilities we will undertake pursuant to this letter, the liability we assume, the complexity of the transaction and the amount of time we spend in connection with the transaction. Our fees as bond counsel to the County in connection with drafting the Agreement and providing the Opinion relating to it will not exceed \$15,000. We will bill separately for actual expenses. Such expenses may include photocopying charges, couriers, costs of producing transcripts at the conclusion of the transaction (including the cost of producing transcripts on CD-Rom), and other costs that we may be required to advance on your behalf. We will endeavor to pass on the actual costs of these expenditures. We will bill the County for fees and expenses upon closing of the transaction.

Conflicts. We have checked our records and discovered no conflict with any persons or entities that would preclude our representation as bond counsel. We know of no other interests, including our own, that will materially and adversely affect our ability to exercise independent judgment. We would like to note that our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are bond counsel to the County, one or more of our present or future clients will have transactions with the County. In particular, it is possible that from time to time we will represent the bank that is the counterparty to the Agreement on unrelated transactions. Execution of this letter will signify the County's consent to our representation of such bank in unrelated transactions consistent with the circumstances described above.

Miscellaneous. We understand, unless advised otherwise, that we may communicate concerning this matter by fax, cell phone, e-mail or letter.

We take pride in the clients that have selected us and whom we have agreed to represent. Unless clients indicate otherwise in writing to us, each client consents that we may list the client as a client of the firm in marketing materials or other materials the firm may generate in connection with business development or public relations or in various public announcements. The County's agreement herewith is consent for such other disclosure. We will not, however, disclose any confidential information.



Ms. Leslie Heidrick  
April 4, 2014  
Page 4

If the foregoing arrangements are satisfactory to you and the County, we would appreciate your indicating the County's approval of our engagement on the foregoing terms by signing below and returning a copy of this letter to us. We look forward to working with you and the County on this financing.

Very truly yours,

Mary Nash K. Rusher

ACCEPTED:

The undersigned, on behalf of the County, hereby engages Hunton & Williams LLP in accordance with the foregoing terms and conditions.

COUNTY OF ROWAN, NORTH CAROLINA

By: Leslie E. Heidrick

Its: Assistant County Manager/Finance Director

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

Leslie E. Heidrick  
FINANCE DIRECTOR



Public Finance  
4720 Piedmont Row Drive  
Suite 200  
Charlotte, NC 2820  
(704) 571-0655 phone  
(704) 571-0719 fax

April 23, 2014

Leslie Heidrick  
Assistant County Manager/Finance Director  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

RE: Installment Financing Agreement

Dear Leslie:

PNC Bank is pleased to respond to the County's request to finance the purchase of the West End Plaza (formerly the Salisbury Mall) located on Jake Alexander Blvd. in Salisbury and renovations to the property (the "Project") as described in your RFP of April 3, 2014.

If there are any questions related to the enclosed term sheet, please feel free to call me at (704) 571-0655. I look forward to hearing from you and working with you on this transaction.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy E. Fisher".

Jeremy E. Fisher  
Vice President  
Public Finance

C: Rita Peters, Jennifer Harrell, Brian Miller, Mary Nash Rusher

County of Rowan  
Dated: April 23, 2014

Please accept this Term Sheet as confirmation of PNC Bank's interest in providing financing to the County based on the terms and conditions contained herein.

- Borrower:** County of Rowan ("Borrower" or "County")
- Lender:** PNC Bank, National Association ("Bank")
- Type of Credit Facility:** Term Loan (the "Credit Facility")  
The Installment Financing Agreement will include language compliant with NC General Statute Section 160A-20.
- Use of Proceeds:** To finance the purchase of the West End Plaza (formerly the Salisbury Mall) located on Jake Alexander Blvd., Salisbury, NC and renovations to the property ("Project").
- Principal Amount:** \$3,950,000 of which a) \$2,500,000 will be taxable and b) \$1,450,000 will be tax-exempt, non-bank qualified.
- Maturity:** March 1, 2024.
- Amortization:** Principal on the Credit Facility shall amortize as provided in the RFP with semi-annual payments of principal and interest beginning September 1, 2014 and each March 1 and September 1 thereafter.
- Interest Rate:** A taxable rate of 3.27%  
A tax-exempt rate of 2.51%.
- If for any reason an event of taxability or deductibility shall occur as the result of an act or omission by the Borrower, then the interest rate charged on the outstanding principal balance of the tax-exempt Credit Facility shall, effective as of and after the date of the occurrence of such event, be increased to and calculated at the taxable equivalent rate.
- Interest shall be calculated on a 30-day month/360-day year.
- Funding Date:** June 19, 2014.
- Security:** First lien security interest in the Project as evidenced by a deed of trust on the Project being financed.
- Non-Appropriation:** The Borrower will agree that an appropriation sufficient to satisfy the debt service will be included in its budgeting proposal process.

**Prepayment/  
Yield Protection:**

Upon at least thirty (30) business days prior written notice to the holder, the Borrower has the right to prepay all or part of the outstanding principal and interest hereunder. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Borrower (whether voluntary, on default or otherwise), the Registered Owner may require, if it so elects, the Borrower to pay the Registered Owner as compensation for the costs of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Costs of Prepayment shall also apply to any payments made after acceleration of the maturity of this Credit Facility.

**Expenses:**

If applicable, all costs and expenses incurred by the Bank shall be reimbursed by the Borrower at closing and otherwise on demand. The Borrower shall be responsible for Bank's legal counsel fees, which will not exceed \$7,500. Bank Counsel will bill the Borrower directly.

**Representations and  
Warranties:**

The Borrower will make representations and warranties customary to transactions of this type, including among other things: (a) the accuracy and completeness of its financial statements; (b) the absence of a material adverse change in its condition (financial or otherwise), business, properties, assets or prospects; (c) evidence of the Borrower's authority to enter in to the installment financing and execute related documents and compliance with all statutes, rules and other laws applicable to Borrower; and (d) the absence of litigation, except as disclosed to the Bank.

**Conditions Precedent  
to Financing:**

Including, but not limited to, the following:

- (a) Satisfactory completion of due diligence regarding the Borrower and any Security.
- (b) Execution of all documentation as may be requested by the Bank relating to the installment financing in form and substance satisfactory to the Bank and its counsel.
- (c) Payment of all applicable fees and expenses by the Borrower.
- (d) Receipt of an opinion of counsel to the Borrower and bond counsel, in form and substance satisfactory to the Bank and

including without limitation, due authorization, enforceability, compliance with all applicable laws, and the tax-exempt status interest on the tax-exempt Credit Facility.

(e) Local Government Commission approval

**Reporting Covenants:** (a) Annual audited financial statements of the Borrower.

(b) Other financial information or operating reports as requested by the Bank.

**Events of Default:** Customary for transactions of similar size and type.

**Documentation:** Loan Documents in form and substance satisfactory to the Bank must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Bank's opinion and specified by the Bank.

**Governing Law:** North Carolina. Submission to North Carolina jurisdiction.

The transaction contemplated by this Term Sheet is a commercial transaction between the Borrower and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower. The Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the loan contemplated in this Term Sheet. The Borrower is advised to consult its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

April 29, 2014 **Term Sheet Acceptance:** The governing body must accept the term sheet by this date. **Upon acceptance, please return a signed copy of this letter to PNC Bank.**

June 19, 2014 **Funding Date:** The Interest Rate and payments will be valid for funding through this date. If the installment financing is not closed by the Funding Date, the quoted interest rate and payments are subject to change based on current market conditions.

This letter expresses the willingness of PNC Bank to seek the additional approvals necessary for this transaction and is delivered to you with the understanding that its contents will be kept strictly confidential. This Term Sheet is not a commitment to lend and does not create any implied or explicit obligation on the part of PNC Bank, National Association. Final credit approval would be subject to further due diligence which may or may not include requests for additional information from the Borrower. Such due diligence would commence upon acceptance of this Term Sheet.

Sincerely,

**PNC BANK, NATIONAL ASSOCIATION**



Jeremy E. Fisher  
Vice President  
Public Finance

**County of Rowan:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Standard Disclosure**

PNC is a registered service mark of The PNC Financial Services Group, Inc. ("PNC"). FDIC-insured banking products and services, lending and borrowing of funds, and investment management and fiduciary services are provided by PNC Bank, National Association and PNC Bank, Delaware, which are Members FDIC. Investment banking and capital markets activities are conducted by PNC through its subsidiaries PNC Bank, National Association, PNC Capital Markets LLC and Harris Williams LLC. PNC Capital Markets LLC and Harris Williams LLC are registered broker-dealers and members of FINRA and SIPC. Services such as the syndication of loans, public finance advisory services and securities underwriting, sales and trading are provided by PNC Capital Markets LLC. Mergers and acquisitions advisory and related services are provided by Harris Williams LLC. Foreign exchange and derivative products are obligations of PNC Bank, National Association. Insurance products and advice may be provided by PNC Insurance Services, licensed insurance agency affiliate of PNC or by licensed insurance agencies that are not affiliated with PNC; in either case a licensed insurance affiliate will receive compensation if you choose to purchase insurance through these programs. A decision to purchase insurance will not affect the cost or availability of other products or services from PNC or its affiliates. PNC does not provide legal, tax or accounting advice.

Information on market rates is gathered from sources believed by PNC to be accurate at the time of publication. Markets do and will change; therefore, PNC makes no representations as to the current yield or market for any security.

Hypothetical Haggis 1450000

Rate Period: Monthly

Nominal Annual Rate: 2.510 %

**THIS SCHEDULE IS FOR INFORMATIONAL PURPOSES ONLY.** The payments shown on this amortization schedule are calculated on the assumption that each periodic payment will be made on the date when due and that the interest rate does not change. If there is any variation in the actual payment dates, there may be an additional amount due upon maturity of the loan. Any change in the interest rate may alter the payments on this amortization schedule. This amortization schedule provided to Borrower is only an estimate, and will be superseded by the terms of the Note regarding the accrual and payment of interest.

## CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	06/19/2014	1,450,000.00	1		
2	Payment	09/01/2014	81,817.60	20	Semiannual	03/01/2024

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/19/2014				1,450,000.00
1	09/01/2014	81,817.60	7,279.00	74,538.60	1,375,461.40
2014 Totals		81,817.60	7,279.00	74,538.60	
2	03/01/2015	81,817.60	17,262.04	64,555.56	1,310,905.84
3	09/01/2015	81,817.60	16,451.87	65,365.73	1,245,540.11
2015 Totals		163,635.20	33,713.91	129,921.29	
4	03/01/2016	81,817.60	15,631.53	66,186.07	1,179,354.04
5	09/01/2016	81,817.60	14,800.89	67,016.71	1,112,337.33
2016 Totals		163,635.20	30,432.42	133,202.78	
6	03/01/2017	81,817.60	13,959.83	67,857.77	1,044,479.56
7	09/01/2017	81,817.60	13,108.22	68,709.38	975,770.18
2017 Totals		163,635.20	27,068.05	136,567.15	
8	03/01/2018	81,817.60	12,245.92	69,571.68	906,198.50
9	09/01/2018	81,817.60	11,372.79	70,444.81	835,753.69
2018 Totals		163,635.20	23,618.71	140,016.49	
10	03/01/2019	81,817.60	10,488.71	71,328.89	764,424.80
11	09/01/2019	81,817.60	9,593.53	72,224.07	692,200.73
2019 Totals		163,635.20	20,082.24	143,552.96	

12	03/01/2020	81,817.60	8,687.12	73,130.48	619,070.25
13	09/01/2020	81,817.60	7,769.33	74,048.27	545,021.98
2020 Totals		163,635.20	16,456.45	147,178.75	
14	03/01/2021	81,817.60	6,840.03	74,977.57	470,044.41
15	09/01/2021	81,817.60	5,899.06	75,918.54	394,125.87
2021 Totals		163,635.20	12,739.09	150,896.11	
16	03/01/2022	81,817.60	4,946.28	76,871.32	317,254.55
17	09/01/2022	81,817.60	3,981.54	77,836.06	239,418.49
2022 Totals		163,635.20	8,927.82	154,707.38	
18	03/01/2023	81,817.60	3,004.70	78,812.90	160,605.59
19	09/01/2023	81,817.60	2,015.60	79,802.00	80,803.59
2023 Totals		163,635.20	5,020.30	158,614.90	
20	03/01/2024	81,817.60	1,014.01	80,803.59	0.00
2024 Totals		81,817.60	1,014.01	80,803.59	
Grand Totals		1,636,352.00	186,352.00	1,450,000.00	

Last interest amount decreased by 0.08 due to rounding.

Hypothetical Haggis 2,500,000

Rate Period: Monthly

Nominal Annual Rate: 3.270 %

**THIS SCHEDULE IS FOR INFORMATIONAL PURPOSES ONLY.** The payments shown on this amortization schedule are calculated on the assumption that each periodic payment will be made on the date when due and that the interest rate does not change. If there is any variation in the actual payment dates, there may be an additional amount due upon maturity of the loan. Any change in the interest rate may alter the payments on this amortization schedule. This amortization schedule provided to Borrower is only an estimate, and will be superseded by the terms of the Note regarding the accrual and payment of interest.

## CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	06/19/2014	2,500,000.00	1		
2	Payment	09/01/2014	146,135.24	20	Semiannual	03/01/2024

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/19/2014				2,500,000.00
1	09/01/2014	146,135.24	16,350.00	129,785.24	2,370,214.76
2014 Totals		146,135.24	16,350.00	129,785.24	
2	03/01/2015	146,135.24	38,753.01	107,382.23	2,262,832.53
3	09/01/2015	146,135.24	36,997.31	109,137.93	2,153,694.60
2015 Totals		292,270.48	75,750.32	216,520.16	
4	03/01/2016	146,135.24	35,212.91	110,922.33	2,042,772.27
5	09/01/2016	146,135.24	33,399.33	112,735.91	1,930,036.36
2016 Totals		292,270.48	68,612.24	223,658.24	
6	03/01/2017	146,135.24	31,556.09	114,579.15	1,815,457.21
7	09/01/2017	146,135.24	29,682.73	116,452.51	1,699,004.70
2017 Totals		292,270.48	61,238.82	231,031.66	
8	03/01/2018	146,135.24	27,778.73	118,356.51	1,580,648.19
9	09/01/2018	146,135.24	25,843.60	120,291.64	1,460,356.55
2018 Totals		292,270.48	53,622.33	238,648.15	
10	03/01/2019	146,135.24	23,876.83	122,258.41	1,338,098.14
11	09/01/2019	146,135.24	21,877.90	124,257.34	1,213,840.80
2019 Totals		292,270.48	45,754.73	246,515.75	
12	03/01/2020	146,135.24	19,846.30	126,288.94	1,087,551.86

13	09/01/2020	146,135.24	17,781.47	128,353.77	959,198.09
2020 Totals		292,270.48	37,627.77	254,642.71	
14	03/01/2021	146,135.24	15,682.89	130,452.35	828,745.74
15	09/01/2021	146,135.24	13,549.99	132,585.25	696,160.49
2021 Totals		292,270.48	29,232.88	263,037.60	
16	03/01/2022	146,135.24	11,382.22	134,753.02	561,407.47
17	09/01/2022	146,135.24	9,179.01	136,956.23	424,451.24
2022 Totals		292,270.48	20,561.23	271,709.25	
18	03/01/2023	146,135.24	6,939.78	139,195.46	285,255.78
19	09/01/2023	146,135.24	4,663.93	141,471.31	143,784.47
2023 Totals		292,270.48	11,603.71	280,666.77	
20	03/01/2024	146,135.24	2,350.77	143,784.47	0.00
2024 Totals		146,135.24	2,350.77	143,784.47	
Grand Totals		2,922,704.80	422,704.80	2,500,000.00	

Last interest amount decreased by 0.11 due to rounding.



# ROWAN COUNTY

## REQUEST FOR PROPOSAL FOR INSTALLMENT FINANCING AGREEMENT

Rowan County, North Carolina (the County) desires to enter into an installment financing agreement pursuant to N.C.G.S. §160A-20 in the principal amount of \$3,950,000 for the purpose of financing the cost of the Project described below. The County is soliciting your proposal to provide the necessary financing for this Project, subject to the terms and conditions set forth in this Request for Proposal.

### A) Pertinent Information

The Project consists of the purchase of the West End Plaza (formerly the Salisbury Mall) located on Jake Alexander Blvd. in Salisbury, North Carolina and renovations to the property (the "Project"). The County expects to use a portion of the Project for administrative offices, and to lease the remainder to current or future tenants.

The County is currently rated Aa2 by Moody's Investors Service, AA by Fitch Ratings and AA- by Standard & Poor's Ratings Service. The County's North Carolina Municipal Council Rating is 88.

A portion of the financing in the amount of approximately \$2,500,000 will be taxable and a portion in the amount of approximately \$1,450,000 will be tax-exempt, based on anticipated use of the Project. Bond Counsel and the County will make a final determination of the amounts to be allocated between taxable and tax-exempt. The portion of the financing that is tax-exempt will NOT be bank qualified under Section 265 of the Internal Revenue Code of 1986.

### B) Contract Specifications

- 1) The Project cost and desired amount of financing is \$3,950,000.
- 2) The desired term of the financing is approximately ten (10) years. The County desires to close the loan on June 19, 2014, with the debt service payment schedule to reflect amortization from the date of financing through March 1, 2024.
- 3) Installment payments are to be made semiannually in arrears with the first payment due on September 1, 2014.
- 4) Please provide both a taxable rate and a non-bank qualified tax-exempt rate. Each interest rate shall be fixed for the term.
- 5) The County's Bond Counsel will prepare the documentation for the financing.
- 6) The interest rate proposed must be guaranteed for at least sixty (60) days.
- 7) Prepayment terms will be negotiated between the County and the successful bidder. The County desires prepayment of principal at any time without penalty.
- 8) The County's obligations under the installment financing agreement will be secured by a deed of trust or security interest in all or a portion of the Project being financed as negotiated between the County and the successful bidder. No deficiency judgment may be rendered against the County for breach of a contractual obligation under the Installment Financing Agreement, and the taxing power of the County will not be pledged to secure repayment thereunder.

- 9) The Installment Financing Agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the Installment Financing Agreement.

**C) Submission of Proposal**

Two copies of your proposal must be received by 2:00 p.m. on April 23, 2014, at which time there will be a public opening of the bids. Please submit your proposal to Rowan County Finance Department, Attention: Rita Peters, 130 W. Innes Street, Salisbury, NC 28144. You may also submit your proposal via e-mail to [rita.peters@rowancountync.gov](mailto:rita.peters@rowancountync.gov). Label the envelope or e-mail subject line "West End Plaza". This bid opening will be held at the J. Newton Cohen, Sr. Rowan County Administration Building, 130 W. Innes Street, Room 101, Salisbury, North Carolina.

Proposals must specify at a minimum the following information:

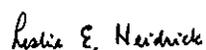
- 1) The term of the financing.
- 2) The taxable interest rate and the non-bank qualified tax-exempt interest rate.
- 3) The terms of repayment. Please provide a sample debt service schedule with a loan date of June 19, 2014. For purposes of the debt service schedule, please assume that the taxable loan is \$2,500,000 and the tax-exempt loan is \$1,450,000.
- 4) Confirm that the loans will be subject to prepayment at any time without premium, or the terms under which the taxable and the tax-exempt loans can be prepaid.
- 5) A list of all additional costs to be associated with this transaction, including origination or placement fees, escrow fees, counsel fees and expenses. State whether or not any of such fees or expenses will be capped.
- 6) A statement to the effect that the bank agrees to the contract specifications set forth in Part B of this Request for Proposal.
- 7) Proposed collateral to secure financing and the method for creating the lien or security interest in such collateral.
- 8) Bids should be based on gross funding of the Project (without consideration of investment earnings).

The County reserves the right to request additional information from the bidders and reserves the right to reject all proposals and to waive any irregularity or informality. Although the selection will be based substantially on lowest total financing cost (including both interest cost and upfront fees and expenses), the County reserves the right to select the bidder that best meets the needs of the County.

If further information is needed or if you have any questions regarding this Request for Proposal, please contact Rita Peters at 704-216-8171.

Thank you in advance for your consideration of this proposal.

Sincerely,



Leslie E. Heidrick  
Assistant County Manager/Finance Director

April 3, 2014

**ROWAN COUNTY  
INSTALLMENT FINANCING PROPOSALS  
WEST END PLAZA 2014  
SUMMARY OF COMPETITIVE BIDS  
April 23, 2014**

	<b><u>Tax-exempt Interest Rate on \$1,450,000</u></b>	<b><u>Taxable Interest Rate on \$2,500,000</u></b>
PNC Bank	2.51%	3.27%
Branch Banking & Trust Co.	3.14%	3.39%
First Bank	4.00%	4.00%



## Rowan County Office of the Manager

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

### MEMORANDUM

**TO:** Local Government Commission

**FROM:** Gary L. Page, County Manager

**RE:** Salisbury Mall Purchase Price

**DATE:** May 5, 2014

---

Rowan County purchased the Salisbury Mall (renamed West End Plaza) located at 1935 West Jake Alexander Blvd., Salisbury, NC on December 16, 2013 for \$3,425,000 by placing a series of bids on Auction.com. This market price is substantially lower than the tax value of \$6,131,114 assessed on January 1, 2013. Please see the attached memo dated May 2, 2014 from Kelvin Byrd, Rowan County Tax Administrator, and Property Cards for years 2013 and 2014.

Equal Opportunity Employer



recycled paper



GENERAL INFORMATION/  
PERSONAL PROPERTY  
704-216-8558

REAL ESTATE  
704-216-8586

VEHICLES  
704-216-8587

MAPPING  
704-216-8557

**Rowan County**  
OFFICE OF COUNTY ASSESSOR

402 North Main Street  
Salisbury, NC 28144-4391  
FAX 704-642-2050

Memo To: Gary Page, County Manager  
Leslie Heidrick, Asst. County Manager

Memo From: Kelvin Byrd, Tax Administrator 

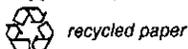
Subject: Salisbury Mall now known as West End Plaza

Date: May 2, 2014

According to our records, the following is a timeline concerning tax value on the above-referred property previously known as the Salisbury Mall located at 1935 West Jake Alexander Boulevard and identified as PID: 331-078.

- Tax Year 2011 – Rowan County completed a countywide reappraisal and the tax value was 13,251,217. Real property taxes paid were \$161,328.27.
- Tax Year 2012 – Subject property was appealed and value adjusted to 6,131,114 per Property Tax Commission Consent Order. Real property taxes paid were \$77,245.90.
- Tax Year 2013 – Tax value for subject property remained at 6,131,114. Real property taxes paid were \$77,245.90.
- Tax Year 2014 – Subject property tax value remains at 6,131,114 although based on new ownership (Rowan County) will be exempt from property taxes.

Equal Opportunity Employer



DATE 3/24/14  
 TIME 9:09:56  
 USER HOUCKNC

ROMAN COUNTY, NC  
 PROPERTY CARD  
 FOR YEAR 2013

PAGE 1  
 PROG# AS2006

NORTH SALISBURY REALTY LLC  
 150 GREAT NECK RD STE 304

PARCEL ID... 331 078  
 LOCATION... 1935 W JAKE ALEXANDER BLVD  
 DEED YEAR/BOOK/PAGE... 2011 1177 818  
 PLAT BOOK/PAGE...  
 LEGAL DESC:25.56AC

PIN... 331 078  
 ASSESSMENT NONE  
 OWNER ID: 6319197  
 DISTRICT... 101 SALISBURY-IN

GREAT NECK  
 DESCRIPTION SALISBURY COMMERCIALS

TOWNSHIP... 14 FRANKLIN  
 NY 11021-0000  
 NBRHOOD... 31  
 TWP FRANKLIN MAP-300-335  
 NH CLASS... 014  
 URBAN RESIDENTIAL 12

MAINTAINED... 6/14/2013 BY MCGUIRBA  
 VISITED.....  
 PARCEL STATUS... ACTIVE

ROUTING#...  
 CATEGORY... REAL-PER PROP - EXC RGVS

DEED BK/PAGE SALE DATE SALES INSTRUMENT DISQUALIFIED SALES HISTORY STAMP AMOUNT DEED NAME

DEED #	BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALES HISTORY	STAMP AMOUNT	DEED NAME
1228	844	12/14/2013	SPECIAL WARRANT	QUALIFIED	3,425,000	6,850.00	ROMAN COUNTY
1193	645	3/07/2012	SPECIAL WARRANT	OTHER/STP FOR PA	2,500,000	5,000.00	NORTH SALISBURY REALTY LLC
1177	818	3/28/2011	COMM/SHERIFF/TR	OTHER/STP FOR PA	10,350,000	20,700.00	WELLS FARGO BANK NA TRUSTEE
965	268	2/14/2003	WARRANTY DEED	QUALIFIED	12,575,000	25,150.00	SALISBURY MALL ASSOCIATES LLC
619	34	1/01/1997	SPL-PARENT TRAC	SPLIT FROM PARE			SALISBURY MALL LTD
0619	0034		SALE-CONVERTED	QUALIFIED			

LAND SEGMENTS

LAND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHP%	LOC%	SIZE	OTH%	ADD TOP%	TOT ADJ	CURRENT FMV
1	04	SF S0002	370,000.000		4.50	.00	.00	100.00	.00	.00	.00	.00	1,665,000
2	04	SF S0001	743,134.000		2.90	.00	.00	100.00	.00	80.00	.00	80.00	1,724,070
TOTAL ACRES...													
TOTAL LAND FMV... 3,389,070													

IMPROVEMENT # 1 MAJOR IMPR-M

MAIN FIN AREA... 141,593.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 04 DESCRPT... SHOPPING MALLS MAINTAINED... 5/14/2013 BY MCGUIRBA  
 LOCATION #... 1.00 MAIN GROUND SF... 141,593.000

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	SIR#	SIR%	SIZE	HGT%	PER%	CDS%	COST	%CMPL
MA 59W	SHOPPING MALLS	100	141593.00	52.00	1.00		106.00			89	6,945,986	
EW 03	CONCRETE BLOCK	100	1.00								403,540	0
HC 57	PACKAGED HEAT/COOL	100	141593.00	2.85							84,000	
PL C	COMMERCIAL PLUMBING/100		84.00	1000.00							233,628	
SP 02	SPRINKLER SYSTEM - D100		141593.00	1.65								

RCN...  
 QUAL... QG  
 DEPR... 40  
 COND... C3 00024

PCT COMPLETE  
 QUALITY C-10  
 AVERAGE LIFE 40 AGE  
 COMM DEPR CONDITION X100.00

100 X  
 90.00 X  
 44.00 -  
 3.035.192



DATE 3/24/14  
 TIME 9:09:56  
 USER HOUCKNC

ROWAN COUNTY, NC  
 PROPERTY CARD  
 FOR YEAR 2013

PAGE 3  
 PROG# AS2006

NORTH SALISBURY REALTY LLC PARCEL ID.. 331 078 PIN... 331 078

IMPROVEMENT # 3 MAJOR IMPR-M

COMPONENT TYPE/CODE/DESC PCT UNITS RATE STR# STR% SIZE HGT% PER% CDS% COST %CMPL  
 SP 01 SPRINKLER SYSTEM - W100 9000.00 1.85

RCN... OG C+- PCT COMPLETE 100 X 425,300  
 QUAL... 40 C+- QUALITY C+- 100.00 X 425,300  
 DEPR... 40 AVERAGE LIFE 40 AGE 44.00  
 COND... C3 00046 COMM DEPR CONDITION X100.00 187,132  
 FUNC... F03 USE - DESIGN - LAYOUT 19.00 - 45,251  
 ECON... EC6 HIGH VACANCY RATE 70.00 - 135,041  
 --FMV... NN 31 MARKET ADJUSTMENT 101.00 X 367,424 T  
 58,454

IMPROVEMENT # 4 MAJOR IMPR-M

MAIN FIN AREA... 33,796.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 04 DESCRIP... RETAIL STORE MAINTAINED... 6/14/2013 BY MCGUIRBA  
 MAIN PERIM... 1.00 MAIN GROUND SF... 33,796.0000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC PCT UNITS RATE STR# STR% SIZE HGT% PER% CDS% COST %CMPL  
 AC 07 DOCK 100 1800.00 28.00  
 MA 34M RETAIL STORE 100 33796.00 42.00 1.00 90.00 106.00 91 1,369,177  
 EW 01 BRICK 100 1.00  
 HC 57 PACKAGED HEAT/COOL 100 33796.00 2.85 96,318  
 PL C COMMERCIAL PLUMBING/100 10.00 1000.00 10,000  
 SP 01 SPRINKLER SYSTEM - W100 33796.00 1.85 62,522

RCN... OG C+- PCT COMPLETE 100 X 1,583,378  
 QUAL... 40 C+- QUALITY C+- 100.00 X 1,583,378  
 DEPR... 40 AVERAGE LIFE 40 AGE 44.00  
 COND... C3 00046 COMM DEPR CONDITION X100.00 696,685  
 FUNC... F03 USE - DESIGN - LAYOUT 19.00 - 168,471  
 ECON... EC6 HIGH VACANCY RATE 70.00 - 502,755  
 --FMV... NN 31 MARKET ADJUSTMENT 101.00 X 1,367,911 T  
 217,621

IMPROVEMENT # 5 MAJOR IMPR-M

MAIN FIN AREA... 8,040.00 ACT/EFF YR/AGE... 1985 1999 12 VISITED... 5/01/1986 BY 03  
 STRAT... 04 DESCRIP... RESTAURANT MAINTAINED... 6/14/2013 BY MCGUIRBA  
 MAIN PERIM... 1.00 MAIN GROUND SF... 8,040.0000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC PCT UNITS RATE STR# STR% SIZE HGT% PER% CDS% COST %CMPL

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NORTH SALISBURY REALTY LLC PARCEL ID.. 331 078 IMPROVEMENT # 5 MAJOR IMPR-M PIN... 331 078

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZE	HGT%	PER%	CDS%	COST	%CPL
MA 33M RESTAURANT	100	8040.00	57.00	1.00			105.00		100	485,776	
- EW 01 BRICK	100	1.00	.00							22,914	0
- HC 57 PACKAGED HEAT/COOL	100	8040.00	2.85							2,000	
- PL C COMMERCIAL PLUMBING/100	100	2.00	1000.00							14,874	
- SP 01 SPRINKLER SYSTEM - W100	100	8040.00	1.85								

RCN... OG B+10 PCT COMPLETE 100 X  
 QUAL... 40 QUALITY B+10 130.00 X  
 DEPR... 40 AVERAGE LIFE 40 AGE 26.00  
 COND... C3 00127 COMM DEPR CONDITION x100.00  
 FUNC... F03 USE - DESIGN - LAYOUT 177,640  
 ECON... EC6 HIGH VACANCY RATE 96,062  
 285,571  
 --FMV... MN 31 MARKET ADJUSTMENT 101.00 X  
 124,088

IMPROVEMENT # 6 MAJOR IMPR-M

MAIN FIN AREA... 80,125.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 04 DESCRIP... RETAIL STORE MAINTAINED... 6/14/2013 BY MCGUIRBA  
 MAIN PERIM... 1.00 MAIN GROUND SF... 80,125.000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZE	HGT%	PER%	CDS%	COST	%CPL
AC 07 DOCK	100	3560.00	28.00				90.00			89,712	
AC 22 MEZZANINE FINISHED	100	9528.00	1.00				90.00			8,665	
MA 34M RETAIL STORE	100	80125.00	42.00	1.00			106.00		100	3,567,165	
- EW 01 BRICK	100	1.00	.00							0	
- HC 57 PACKAGED HEAT/COOL	100	80125.00	2.85							228,356	
- PL C COMMERCIAL PLUMBING/100	100	10.00	1000.00							10,000	
- SP 01 SPRINKLER SYSTEM - W100	100	80125.00	1.85							148,333	

RCN... OG B+- PCT COMPLETE 100 X  
 QUAL... 40 QUALITY B+- 120.00 X  
 DEPR... 40 AVERAGE LIFE 40 AGE 44.00  
 COND... C3 00127 COMM DEPR CONDITION x100.00  
 FUNC... F03 USE - DESIGN - LAYOUT 2,139,524  
 ECON... EC6 HIGH VACANCY RATE 517,375  
 --FMV... NN 31 MARKET ADJUSTMENT 101.00 X  
 668,313

IMPROVEMENT # 7 MISC IMPR-Y

MAIN FIN AREA... ACT/EFF YR/AGE... 1987 1999 12 VISITED... 5/01/1986 BY 03  
 STRAT... 04 DESCRIP... ASPHALT PAVING MAINTAINED... 6/14/2013 BY MCGUIRBA

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NORTH SALISBURY REALTY LLC PARCEL ID.. 331 078 IMPROVEMENT # 7 MISC IMPR-Y PIN... 331 078

LOCATION # ..... JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	HTG%	PER%	CDS%	COST	%CMPL
MS 63 ASPHALT PAVING		765000.00									
QUAL.. OG 100		NO ADJUSTMENT					100.00	X	0		0
DEPR... 01		ACTUAL/EFFECT LIFE 1					74.00	-	0		0
		PCT COMPLETE					100			312,758	T
--FMV...											

IMPROVEMENT # 8 MISC IMPR-Y

ACT/EFF YR/AGE.. 1985 1985 26 VISITED.. 5/01/1986 BY 03  
 DESCRPT..... LIGHTING MAINTAINED... 4/07/2010 BY RECTORGD

LOCATION # ..... JAKE ALEXANDER BV

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	HTG%	PER%	CDS%	COST	%CMPL
MS 59 LIGHTING-SINGLE		1.00									
DEPR. D		OVERRIDE DEPRECIATIO					100.00				
COND.. D 20		DEPRECIATION OVERRID X					20.00		0		0
		PCT COMPLETE					100			17,440	T
--FMV...											

TOTAL PARCEL VALUES----

FMV.....	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2012 VALUE
3,389,070		2,742,044	6,131,114	6,131,114
3,389,070		2,742,044	6,131,114	6,131,114

SALISBURY MALL  
 BADCOCK HOME FURNITURE  
 HANDSKETCH  
 EXTERNAL OBS = 25% DUE TO LOSSOF ANCHOR STORE  
 IMP#2-BIG LOTS/GOODYS IMP#3-TUESDAY MORNING IMP#4-JCPENNEY  
 IMP#5-THE ORIGINAL STEAKHOUSE & SPORTS THEATRE IMP#6-BELKS  
 EXT OBS REDUCED FOR '98 . NEW TENANT IN FORMER ROSES SPACE  
 LAND SPLIT EFF 1-1-98 (331-224)  
 COR # OF PL FIXT IN IMP 1 EFF 1-1-99  
 COR # OF PL FIXT IN IMP 1 EFF 1-1-2000  
 \*\*03BER-NC  
 AC.SOFFT & NAME CHG EFF 2003  
 GENERAL UPGRADE OF IMPROVEMENTS+ADDITION OF SPORTS BAR 1-04  
 2003 PIC APPEAL SETTLEMENT AGREEMENT EXPLAINED IN COMMENT 2  
 CHANGES: ADJ EYB TO 1987 ON ALL MA'S; APPLY EXCESS VACANCY  
 ADJ TO EXISTING RESTAURANT; ADJ ASPH PAVING VALUE. GENERAL  
 UPDATES TO STRUCTURES AND THE ADDITION OF THE "SPORTS BAR"  
 WILL INCREASE VALUE BEGINNING 2004.

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PIN... 331 078

PARCEL ID.. 331 078

NORTH SALISBURY REALTY LLC  
CHG PL FIXT ON IMP 1 EFF 1-2006  
07 INF APPEAL-ADJ 4 LOC-LND SEG ONLY  
STAMPS FOR 4 PARCELS-331 224001,176,143 & 078  
12 INF APPEAL-NC  
\*\*12BER-NC

SETTLED 12 STAP  
TENANT UPFITS, NO CHG IN ASV EFF 1-2014  
FULLY EXEMPT EFF 1-2014



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PARCEL ID... 331 078

FIN... 331 078

IMPROVEMENT # 1 MAJOR IMPR-M

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	STR%	HTG%	PER%	CDS%	COST	%Cmpl
FUNC... F03		USE - DESIGN - LAYOUT							734,206			
ECON... EC6		HIGH VACANCY RATE							2,191,028		5,961,426	T
--FMV... NN 31		MARKET ADJUSTMENT						101.00 X			948,402	

IMPROVEMENT # 2 MAJOR IMPR-M

MAIN FIN AREA... 70,000.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 06 DESCRPT... DISCOUNT STORE MAINTAINED... 1/02/2014 BY HOUCKNC  
 MAIN PERIM... 1.00 MAIN GROUND SF... 70,000.000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	STR%	HTG%	PER%	CDS%	COST	%Cmpl
AC 06 COVERED PORCH	100	1040.00	24.00					90.00			22,464	
AC 07 DOCK	100	1860.00	28.00					90.00			46,872	
AC 09 ENCLOSED GLASS PORCH	100	1134.00	68.00					90.00			69,400	
AC 37 PATIO	100	1512.00	7.00								9,525	
MA 16M DISCOUNT STORE	100	70000.00	37.00	1.00				106.00	87		2,388,470	
EW 01 BRICK	100	1.00	.00								0	
- HC 57 PACKAGED HEAT/COOL	100	70000.00	2.85								199,500	
- PL C COMMERCIAL PLUMBING/100		8.00	1000.00								8,000	
- SP 01 SPRINKLER SYSTEM - W100		70000.00	1.85								129,500	

RCN... OG PCT COMPLETE  
 QUAL... C+- QUALITY C+-  
 DEPR... 40 AVERAGE LIFE 40 AGE  
 COND... C3 00046 COMM DEPR CONDITION X100.00  
 FUNC... F03 USE - DESIGN - LAYOUT  
 ECON... EC6 HIGH VACANCY RATE

100 X 2,873,731  
 100.00 X 2,873,731  
 44.00 - 1,264,441  
 19.00 - 305,765  
 70.00 912,467  
 2,482,673 T  
 394,968

--FMV... NN 31 MARKET ADJUSTMENT

IMPROVEMENT # 3 MAJOR IMPR-M

MAIN FIN AREA... 9,000.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 06 DESCRPT... RETAIL STORE MAINTAINED... 1/02/2014 BY HOUCKNC  
 MAIN PERIM... 1.00 MAIN GROUND SF... 9,000.000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	STR%	HTG%	PER%	CDS%	COST	%Cmpl
MA 34M RETAIL STORE	100	9000.00	42.00	1.00				100.00			378,000	
EW 01 BRICK	100	1.00	.00								0	
- HC 57 PACKAGED HEAT/COOL	100	9000.00	2.85								25,650	
- PL C COMMERCIAL PLUMBING/100		5.00	1000.00								5,000	

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IMPROVEMENT # 3 MAJOR IMPR-M

COMPONENT TYPE/DESC PCT UNITS RATE STR# STR% STR% STR% HGT% PER% CDS% COST %CMPL  
 - SP 01 SPRINKLER SYSTEM - W100 9000.00 1.85

RCN... OG PCT COMPLETE 100 X 425,300  
 QUAL... C+- QUALITY C+- 100.00 X 425,300  
 DEPR... 40 AVERAGE LIFE 40 AGE 44.00  
 COND... C3 00046 COMM DEPR CONDITION x100.00 187,132  
 FUNC... F03 USE - DESIGN - LAYOUT 19.00 45,251  
 ECON... EC6 HIGH VACANCY RATE 70.00 135,041  
 --FMV... NN 31 MARKET ADJUSTMENT 101.00 X 58,454

IMPROVEMENT # 4 MAJOR IMPR-M

MAIN FIN AREA... 33,796.00 ACT/EFF YR/AGE... 1985 1990 21 VISITED... 5/01/1986 BY 03  
 STRAT... 06 DESCRIPT... RETAIL STORE MAINTAINED... 1/02/2014 BY HOUCKNC  
 MAIN PERIM... 1.00 MAIN GROUND SF... 33,796.000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/DESC PCT UNITS RATE STR# STR% STR% STR% HGT% PER% CDS% COST %CMPL  
 AC 07 DOCK 100 1800.00 28.00 90.00 45,360  
 MA 34M RETAIL STORE 100 33796.00 42.00 1.00 1,369,177  
 EW 01 BRICK 100 1.00  
 HC 57 PACKAGED HEAT/COOL 100 33796.00 2.85 96,318  
 PL C COMMERCIAL PLUMBING/100 10.00 1000.00 10,000  
 SP 01 SPRINKLER SYSTEM - W100 33796.00 1.85 62,522

RCN... OG PCT COMPLETE 100 X 1,583,378  
 QUAL... C+- QUALITY C+- 100.00 X 1,583,378  
 DEPR... 40 AVERAGE LIFE 40 AGE 44.00  
 COND... C3 00046 COMM DEPR CONDITION x100.00 696,685  
 FUNC... F03 USE - DESIGN - LAYOUT 19.00 168,471  
 ECON... EC6 HIGH VACANCY RATE 70.00 502,755  
 --FMV... NN 31 MARKET ADJUSTMENT 101.00 X 217,621

IMPROVEMENT # 5 MAJOR IMPR-M

MAIN FIN AREA... 8,040.00 ACT/EFF YR/AGE... 1985 1999 12 VISITED... 5/01/1986 BY 03  
 STRAT... 06 DESCRIPT... RESTAURANT MAINTAINED... 1/02/2014 BY HOUCKNC  
 MAIN PERIM... 1.00 MAIN GROUND SF... 8,040.000  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

COMPONENT TYPE/DESC PCT UNITS RATE STR# STR% STR% STR% HGT% PER% CDS% COST %CMPL

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IMPROVEMENT # 5 MAJOR IMPR-M

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SI2%	HGT%	PER%	CDS%	COST	%CMPL
MA 33M RESTAURANT	100	8040.00	57.00	1.00			106.00		100	485,776	0
- EW 01 BRICK	100	1.00	.00							22,914	2,000
- HC 57 PACKAGED HEAT/COOL	100	8040.00	2.85							14,874	14,874
- PL C COMMERCIAL PLUMBING/100	100	2.00	1000.00								
- SP 01 SPRINKLER SYSTEM - W100	100	8040.00	1.85								
RCN...											
QUAL... QG	B+10	PCT COMPLETE				100	X			525,564	
DEPR... 40		QUALITY B+10				130.00	X			683,233	
COND... C3	00127	AVERAGE LIFE 40 AGE	26.00								
FUNC... F03		COMM DEPR CONDITION x100.00				26.00	-	177,540			
ECON... EC6		USE - DESIGN - LAYOUT				19.00	-	96,062			
		HIGH VACANCY RATE				70.00	-	286,671		560,373	T
--FMV... NV	31	MARKET ADJUSTMENT				101.00	X			124,088	

IMPROVEMENT # 6 MAJOR IMPR-M

MAIN FIN AREA... 80,125.00  
 STRAT... 06  
 MAIN PERIM... 1.00  
 LOCATION #... 1935 W JAKE ALEXANDER BLVD

ACT/EFF YR/AGE... 1985 1990 21  
 DESCRPT... RETAIL STORE  
 MAINTAINED... 1/02/2014 BY HOUCKNC  
 VISITED... 5/01/1986 BY 03

COMPONENT TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SI2%	HGT%	PER%	CDS%	COST	%CMPL
AC 07 DOCK	100	3560.00	28.00			90.00				89,712	
AC 22 MEZZANINE FINISHED	100	9628.00	1.00			90.00				8,665	
MA 34M RETAIL STORE	100	80125.00	42.00	1.00			106.00		100	3,567,165	
- EW 01 BRICK	100	1.00	.00							228,356	0
- HC 57 PACKAGED HEAT/COOL	100	80125.00	2.85							10,000	
- PL C COMMERCIAL PLUMBING/100	100	10.00	1000.00							148,231	
- SP 01 SPRINKLER SYSTEM - W100	100	80125.00	1.85								
RCN...											
QUAL... QG	B+-	PCT COMPLETE				100	X			4,052,129	
DEPR... 40		QUALITY B+-				120.00	X			4,862,554	
COND... C3	00127	AVERAGE LIFE 40 AGE	44.00								
FUNC... F03		COMM DEPR CONDITION x100.00				44.00	-	2,139,524			
ECON... EC6		USE - DESIGN - LAYOUT				19.00	-	517,375			
		HIGH VACANCY RATE				70.00	-	1,543,958		4,200,857	T
--FMV... NV	31	MARKET ADJUSTMENT				101.00	X			668,313	

IMPROVEMENT # 7 MISC IMPR-Y

MAIN FIN AREA... 06  
 STRAT... 06

ACT/EFF YR/AGE... 1987 1999 12  
 DESCRPT... ASPHALT PAVING  
 MAINTAINED... 1/02/2014 BY HOUCKNC  
 VISITED... 5/01/1986 BY 03

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ROMAN COUNTY PARCEL ID... 331 078 IMPROVEMENT # 7 MISC IMPR-Y PIN... 331 078

LOCATION #	COMPONENT TYPE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	STR%	HGT%	PER%	CDS%	COST	%CMPL
MS 63	ASPHALT PAVING	100	765000.00										
	QUAL.. QG	100	NO ADJUSTMENT										0
	DEPR.. 01		ACTUAL/EFFECT LIFE 1										0
			PCT COMPLETE										0
												312,758	

LOCATION #	COMPONENT TYPE/DESC	PCT	UNITS	RATE	STR#	STR%	STR%	STR%	HGT%	PER%	CDS%	COST	%CMPL
MS 59	LIGHTING-SINGLE		1.00										
	DEPR.. D	20	OVERRIIDE DEPRECIATIO	100.00									0
	COND.. D	20	DEPRECIATION OVERRID x	20.00									0
			PCT COMPLETE										100
													17,440

TOTAL PARCEL VALUES	LAND /	OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2013 VALUE
FMV.....	3,389,070		2,742,044	6,131,114	6,131,114
APV.....	3,389,070		2,742,044	6,131,114	6,131,114

---FMV---

IMPROVEMENT # 8 MISC IMPR-Y

ACT/EFF YR/AGE... 1985 1985 26 VISITED... 5/01/1986 BY 03  
 DESCRPT... LIGHTING MAINTAINED... 1/02/2014 BY HOUCKNC

JAKE ALEXANDER BLVD

---FMV---

COMMENTS

SALISBURY MALL  
 BADCOCK HOME FURNITURE  
 HANDEKETCH  
 EXTERNAL OBS - 25% DUE TO LOSSOF ANCHOR STORE  
 IMP#2-BIG LOTS/GOODYS IMP#3-TUESDAY MORNING IMP#4-JCFENNEY  
 IMP#5-THE ORIGINAL STEAKHOUSE & SPORTS THEATRE IMP#6-BELAS  
 EXT OBS REDUCED FOR '98 - NEW TENANT IN FORMER ROSES SPACE  
 LAND SPLIT EFF 1-1-98 (311-224)  
 COR # OF PL FIXT IN IMP 1 EFF 1-1-99  
 COR # OF PL FIXT IN IMP 1 EFF 1-1-2000  
 \*\*03BER-NC  
 AC, SOFT & NAME CHG EFF 2003  
 GENERAL UPGRADE OF IMPROVEMENTS+ADDITION OF SPORTS BAR 1-04  
 2003 PTC APPEAL SETTLEMENT AGREEMENT EXPLAINED IN COMMENT 2.  
 CHANGES: ADJ EYB TO 1987 ON ALL MA'S; APPLY EXCESS VACANCY  
 ADJ TO EXISTING RESTAURANT; ADJ ASPH PAVING VALUE. GENERAL  
 UPDATES TO STRUCTURES AND THE ADDITION OF THE "SPORTS BAR"  
 WILL INCREASE VALUE BEGINNING 2004.

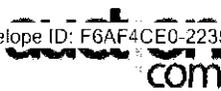
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USER HOUCKNC

PIN... 331 078

PARCEL ID... 331 078

ROWAN COUNTY  
CHG PL FIXT ON IMP 1 EFF 1-2006  
07 INF APPEAL-ADJ 4 LOC-LND SEG ONLY  
STAMPS FOR 4 PARCELS-331 224001,176,143 & 078  
12 INF APPEAL-NC  
\*\*12BER-NC  
SETTLED 12 STAP  
TENANT UPFITS, NO CHG IN ASV EFF 1 2014  
FULLY EXEMPT EFF 1-2014



Tuesday, November 12, 2013

Congratulations on your winning bid! We would like to take this time to introduce you to the process and what happens next. Below you will find 3 easy steps, in addition to some information that we need you to complete.

### 3 Easy Next Steps

- The Purchase and Sale Agreement ("PSA") attached needs to be executed within the next 30 minutes. An Auction.com representative spoke to you earlier today about that process and will follow up with you to ensure the document is executed. Please make yourself available by phone.
- You need to submit your Earnest Money Deposit immediately, please do not delay. The wire instructions for your assigned escrow company are located on page 2 of this electronic package.
- Send confirmation of your wire transfer to [commercialcontracts@auction.com](mailto:commercialcontracts@auction.com)

**Please be on notice that the Auction Terms and Conditions remain in full force and effect. Until the Seller executes the Purchase and Sale Agreement ("PSA") there is no binding agreement between you and the Seller**

If you have questions about the status of your closing or would like to request to assign the purchase contract to a related entity (refer to contract language as it refers to assignments in escrow), please contact:

Escrow Office: **Alan Petner**  
**NOVARE National Settlement Service, LLC**  
**14351 Myford Road, Suite L**  
**Tustin, CA 92780**  
**714-352-4088**  
**[Alan.Petner@novarencs.com](mailto:Alan.Petner@novarencs.com)**

Auction.com  
 Closing Dept: **Jessica J. Avila**  
**Commercial Closing Manager**  
**4350 Von Karman, Suite #200**  
**Newport Beach, CA 92660**  
**949-639-3532**  
**[Javila@auction.com](mailto:Javila@auction.com)**

### IMPORTANT CONTACT INFORMATION:

<b>Auction ID / Item Number:</b>	B-114 / SB-222	
<b>Property Name:</b>	Salisbury Mall	
<b>Property Address:</b>	1935 Jake Alexander Blvd. W., Salisbury, NC 28147	
<b>Buyer's Name:</b>	Gary L. Page	
<b>Buyer's Address:</b>	130 West Innes Street, Salisbury, NC 28144	
<b>Buyer's Telephone:</b>	704-216-8184	
<b>Buyer's Email:</b>	<a href="mailto:gary.page@rowancountync.gov">gary.page@rowancountync.gov</a>	
<b>Buyer's Counsel:</b>	None	
<b>Phone:</b>		
<b>Email:</b>		
<b>Seller Name:</b>	North Salisbury Realty LLC	
<b>Seller's Representative Company:</b>	Friedman Integrated Real Estate Solutions	Joubran Commercial Properties
<b>Seller's Representative:</b>	Barry Swatsenbarg	JJ Joubran
<b>Phone:</b>	248-848-4178	
<b>Email:</b>	<a href="mailto:barry.swatsenbarg@freg.com">barry.swatsenbarg@freg.com</a>	<a href="mailto:jjjoubran@gmail.com">jjjoubran@gmail.com</a>
<b>Auction.com Representative:</b>	Jonathan Katz	
<b>Phone:</b>	305-503-2650	
<b>Email:</b>	<a href="mailto:JKatz@auction.com">JKatz@auction.com</a>	

We are looking forward to a smooth and successful closing. If there is anything that Auction.com can do to be of further help please feel free to contact us at any time. Sincerely, Auction.com

# NOVARE

NATIONAL SETTLEMENT SERVICE

## WIRE TRANSFER INSTRUCTIONS

**DATE:** November 12, 2013

**BANK:** **JPMorgan Chase Bank, N.A.-Escrow Account - 604**  
**2200 Ross Avenue**  
**Dallas, TX 75201**

**ABA:** **021000021**

**FOR ACCOUNT OF:** **Novare National Settlement Service**  
**JPMorgan Chase Bank, N.A.-Escrow Account - 604**

**ACCOUNT NO.:** **427891663**

**File Number:** **4519CCSNC**

DS  
GLP

**Customer Name:** Gary L. Page

**Property:** Item #: SB-222\_1935 Jake Alexander Blvd. W., Salisbury, NC 28147

Reference Property Address and Auction Item # on all wires!

Please fax or email receipt of wire to 800-506-8004 OR

[CommercialContracts@Auction.com](mailto:CommercialContracts@Auction.com)

Auction Item No: SB-222  
Auction Event: B-114

**AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS  
(COMMERCIAL)**

This Agreement of Purchase and Sale and Joint Escrow Instructions (this "**Agreement**") is executed by and between Buyer and Seller (as hereinafter defined), who agree as follows:

1. **KEY TERMS.**

A. **SELLER:** North Salisbury Realty LLC, a North Carolina limited liability company  
B. **BUYER:** Gary L. Page, a individual

130 West Innes Street  
ADDRESS  
Salisbury, NC 28144  
CITY, STATE, ZIP

Phone No.: 704-216-8184  
Fax No.: none  
Email: gary.page@rowancountync.gov

C. **Legal Description and Address of Property.** Buyer agrees to buy and Seller agrees to sell the following real property:

Property Address: 1935 Jake Alexander Blvd. W., Salisbury, NC 28147

as more fully described on the attached **Exhibit A** (the "**Property**") (if the legal description of the Property is not complete or is inaccurate (provided the identity of the Property can be determined), this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the legal requirements). Buyer acknowledges that any acreage and square feet figures, if any, listed in this Agreement are approximates only, and Buyer agrees to accept the Property as it is presently configured. The term "Property" includes all Seller's right, title and interest to all easements, rights, privileges and appurtenances to the Property, but it does not include any specific items of furniture, fixtures or equipment unless specifically identified on a schedule or addendum to this Agreement. Seller reserves the right to remove any or all furniture, fixtures and equipment before the "Closing" (defined in Section 5, below).

D. **Closing Date:** December 2, 2013 [The transaction contemplated by this Agreement shall close on the earlier of the date set forth or the date that is thirty (30) days after the date this Agreement is executed by Seller. If such date falls on a weekend or a state or federally recognized holiday, such Closing Date shall be the next business day.]

2. PURCHASE PRICE AND EARNEST MONEY.

Total Purchase Price Calculation:

<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 10px;">DS IN</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 10px;">DS GLP</div>	Winning Bid Amount ("WBA"): <span style="float: right;">\$ 3,450,000.00</span> <hr style="width: 80%; margin-left: 0;"/> plus Buyer's Premium (greater of 5% of WBA or \$20,000): <span style="float: right;">\$ 0.00</span> <hr style="width: 80%; margin-left: 0;"/> equals TOTAL PURCHASE PRICE: <span style="float: right;">\$ 3,450,000.00</span> <hr style="width: 80%; margin-left: 0;"/> Earnest Money Deposit from Buyer: <span style="float: right;">\$ 345,000.00</span> <hr style="width: 80%; margin-left: 0;"/>
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A. Earnest Money Deposit. Buyer shall be required to pay the greater of (i) ten percent (10%) of the Total Purchase Price or (ii) \$20,000 on any Property purchase (the "**Earnest Money Deposit**"). The total amount of the Earnest Money Deposit due must be deposited with the Escrow/Closing Agent (as defined below) no later than twenty-four (24) hours following the Buyer being declared the Winning Bidder (including for sales subject to confirmation). Regardless of the amount financed, the Earnest Money Deposit amount required will not change. The Earnest Money Deposit will be non-refundable (except upon a default by Seller or as specifically provided herein), and it will be applied only as provided in this Section or in Section 10. The term "Earnest Money Deposit" shall include interest, if any, earned on the Earnest Money Deposit.

B. Escrow Arrangement. The Earnest Money Deposit is to be comprised of (1) the Winning Bidder's deposit made when registering to bid, if any, ("**Bidder's Bank**") plus (2) a cashier's check or wire transfer equal to the difference between the total Earnest Money Deposit minus the value of the Bidder's Bank.

C. Bidder's Bank. If applicable, Buyer, by execution of this Agreement, hereby authorizes the transfer of the monies held on account of Buyer in the Bidder's Bank, if any, to be transferred to the Escrow/Closing Agent set forth herein upon becoming the Winning Bidder. No further action, consent, instruction or document from Buyer shall be required.

D. The "Escrow/Closing Agent" shall be:

NOVARE National Settlement Service, LLC / Alan Petner

14351 Myford Road, Suite L

Tustin, CA 92780

Telephone: 714-352-4088

Facsimile: alan.petner@novarens.com

E. Disposition Of Earnest Money. The Earnest Money Deposit actually received by the Escrow/Closing Agent will be applied to the Purchase Price at Closing, shall immediately become non-refundable, and at Seller's request, shall be immediately released to Seller. The Escrow/Closing Agent is authorized to disburse the Earnest Money Deposit pursuant to this Section, and Section 10 herein, without further instruction from Buyer or Seller. The Earnest Money Deposit shall be applied as a credit to Buyer's account toward payment of the Purchase Price upon Closing.

F. Payment Of Balance At Closing. Prior to the Closing Date, Buyer shall deposit with the Escrow/Closing Agent in immediately available funds an amount equal to the balance of the Total Purchase Price, plus Buyer's share of closing costs and pro rations, plus Buyer's expenses provided herein (the "**Closing Payment**").

3. **WAIVER OF DUE DILIGENCE CONDITIONS.** Buyer acknowledges that it has been afforded the opportunity to inspect the Property and conduct all investigations and studies Buyer deems necessary and prudent for the purpose of acquiring the Property. Accordingly, Buyer confirms that it has not relied on any representation or warranty made by Seller and/or its agents with respect to the condition of the Property, and provided Seller is not in default under this Agreement, Buyer will be unconditionally obligated to complete the Closing in accordance with the requirements of this Agreement, subject to satisfaction of the "Conditions to Closing" listed in Section 4 below.

4. **CONDITIONS TO CLOSING.** Buyer's obligation to purchase the Property and Seller's obligation to sell the Property are subject to satisfaction of the following conditions some of which cannot, by their nature, be satisfied until the Closing (the "**Conditions to Closing**"):

A. **Conditions Precedent.** The Closing Date is further subject to each of the following conditions precedent (the failure of any of which shall not, in and of itself, relieve any party of its obligations set forth elsewhere in this Agreement):

- (1) Seller shall have delivered Seller's Deliveries set forth below in Section 5,
- (2) Buyer shall have delivered Buyer's Deliveries set forth below in Section 5,
- (3) Seller shall not have given written notice to Escrow/Closing Agent that Buyer is in default of this Agreement,
- (4) Seller shall have received all required internal corporate approvals, and
- (5) Buyer and Seller shall have complied with all reasonable requests from the Title Insurance Company (the "**Title Company**") necessary to allow the Title Company to issue to Buyer an owner's policy of title insurance covering the Property insuring the amount of the Purchase Price and showing insurable title to the Property, subject to any and/or all of the following (collectively, "**Permitted Exceptions**") (the failure of which shall not be deemed a default of Seller):

- a. Title Company's standard exceptions.
- b. The following encumbrances and other matters:
  - (i) Liens for all current ad valorem taxes and assessments not yet due and payable;
  - (ii) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any, including without limitation utility or municipal easements as presently installed;
  - (iii) New first deed of trust (if any) to be recorded;
  - (iv) The standard exceptions in the printed form of ALTA Standard Coverage Owner's Title Insurance Policy or Lender's Title Insurance Policy and any other exceptions or other matters contained or disclosed in the preliminary title report or commitment with respect to the Property (the "**Title Report**");
  - (v) Any statement of facts an accurate survey and/or a personal inspection of the Property may disclose, including but not limited to any encroachments;
  - (vi) Any laws, regulations, ordinances (including, but not limited to zoning, historic preservation, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including but not limited to any disclosure and/or report required by ordinance;
  - (vii) Rights of existing tenants and/or occupants of the Property, if any;

- (viii) Prior grants, reservations, exceptions or leases of coal, oil, gas, or other minerals; and.
- (ix) Any other matter for which the Title Company agrees to provide insurance at no additional cost to Buyer or to endorse over at Buyer's cost.

B. **Conveyance of Title.** Seller shall convey insurable title.

C. **Closing Documents.** Seller shall have delivered each of the closing documents required by Section 5; and

D. **Representations and Warranties.** The representations and warranties in Sections 7 and 8 of this Agreement shall remain true and correct in all material respects.

If any Condition to Closing is not satisfied within five (5) business days before the Closing Date, except for those Closing Conditions that are to be satisfied on the Closing Date (or if, due to a change in circumstances, any Condition to Closing ceases to be satisfied between that date and the Closing Date); then in either such case, Buyer or Seller, as the case may be, shall give written notice of its objection and either party will have the right to postpone Closing for up to thirty (30) days to permit the appropriate party to cure the objection. If the Closing Date is extended, but the objection remains uncured on or before five (5) days prior to the extended Closing Date, the party originally making the objection may either terminate this Agreement or proceed to Closing without modification of the Purchase Price. The parties retain all rights, legal, equitable or otherwise, in the event either party breaches the terms of this Agreement.

5. **CLOSING.** The closing of the purchase of the Property (the "**Closing**") will take place on the Closing Date set forth above. The parties will conduct the Closing through escrow, by delivering all funds and documents to the Escrow/Closing Agent or to any other entity selected by Seller.

A. Escrow/Closing Agent is instructed to close the transaction on such dates set forth in Section 1 subject to each of the following:

(1) If Seller is unable to close the transaction on or before the original Closing Date, then such Closing Date shall be extended upon written agreement of the parties and subject to the terms as may be agreed upon by the parties:

(2) If Seller is unable to deliver title to Buyer as required in this Agreement at or prior to the Closing Date, as may be extended herein, then the Closing shall not occur, in which case such inability shall be deemed a default by Seller:

(3) If this transaction has been cancelled or terminated as permitted elsewhere in this Agreement, then Escrow/Closing Agent will not close the transaction;

(4) If Buyer requests an extension of the Closing Date in writing at least five (5) calendar days prior to the scheduled Closing Date, and Seller, in its discretion grants, in writing, an extension, Buyer agrees to pay to Seller a non-refundable per diem fee of **\$750.00** (the "**Extension Fee**") beginning on the original Closing Date through and including the Closing Date as specified in the written extension. Such extension shall specify the Closing Date. Any extension failing to specify the Closing Date shall be void. This fee will NOT be credited towards the Purchase Price. Buyer shall be required to immediately deposit such Extension Fee with the Escrow/Closing Agent and such Extension Fee shall be immediately released to Seller by the Escrow/Closing Agent. In the event the transaction fails to close, such accrued Extension Fee shall immediately be due and payable to Seller and shall be non-refundable (in accordance with Section 10); and

(5) If the Closing Date is extended pursuant to an addendum to this Agreement or mutual escrow instructions executed by both Seller and Buyer, then Escrow/Closing Agent shall close the transaction on the Closing Date as so extended.

B. **Seller's Closing Obligations.** No less than one (1) business day prior to the Closing Date, Seller will deliver the following items to the Escrow/Closing Agent ("**Seller's Deliveries**");

(1) **Deed.** A transferable and recordable Warranty Deed, Grant Deed, Special/Limited Warranty Deed, Bargain and Sale Deed, or other form of deed conveying fee simple title to Buyer, subject to the Permitted Exceptions (the "**Deed**");

(2) **Closing Statement.** An executed copy of the Settlement Statement (in the form described in subsection D of this Section 5);

(3) **Assignment of Leases (If any).** An assignment of leases, if any exist, executed by Seller in the form of **Exhibit B** attached hereto, which form provides that such leases are assigned without any Seller representation, warranty or recourse and further provides that Buyer shall assume all rights, title and obligations contemplated by such leases and indemnify Seller against obligations of or related to the leases arising on or after the Closing Date. Only those security deposits, pursuant to the leases, in the actual possession of Seller on the Closing Date shall be assigned to Buyer. Further, by executing this Agreement, Buyer hereby agrees to assume and bear all costs of all Seller's right, title and obligations with respect to any tenant eviction case(s) or action(s) pending as of the Closing with respect to the Property and to indemnify Seller for any damage, loss or claim related thereto, including, without limitation, any counterclaims and defenses that are or may be asserted by such tenants in connection with such eviction case or action pending and that all obligations of Buyer under this Section shall survive the Closing;

(4) **Seller Assignment (and Buyer Assumption) of Contracts and Permits.** As of the Closing, this Section 5.B.(4) shall constitute Seller's assignment (to the extent legally assignable) of all Seller's right, title and interest in any contracts or permits, with respect to the Property, provided that such contracts or permits are hereby assigned without any Seller representation, warranty or recourse, and provided further that as of the Closing, Buyer hereby assumes all rights, title, interest and obligations contemplated by such permits;

(5) **Bill of Sale.** As of the Closing, this Section 5.B.(5) shall constitute Seller's assignment (to the extent legally assignable) of all of Seller's right, title, interest and obligations if any, to the personal property owned by Seller that is located on the Property and is included as part of this transaction, as of the Closing, and Seller hereby conveys such personal property without representation, warranty or recourse. THE PERSONAL PROPERTY IS CONVEYED, if any, ON AN "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS FROM SELLER OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller reserves the right to remove from the Property or exclude any personal property from this transaction, prior to Closing. This Section 5.B.(5) shall survive the Closing of the transaction contemplated by this Agreement;

(6) **Title Company Requirements.** Items reasonably required by the Title Company from the Seller to complete the transaction described in this Agreement which may include, upon request:

- (i) **Certificate of Authority.** A Secretary's Certificate establishing the signatory's authority to sign closing documents and/or a copy of Seller's resolutions, duly certified by an officer of Seller, authorizing the execution, delivery and performance of this Agreement;
- (ii) **Certificate of Good Standing.** An original Certificate of Good Standing for Seller issued by the Secretary of State of the state in which Seller is organized; and
- (iii) **Seller's / Owner's Affidavit.** An affidavit in a form reasonably satisfactory to Seller and Title Company, sufficient to satisfy the Title Company's requirements in Schedule B Section 1 of the Title Commitment.

(7) FIRPTA Affidavit. An affidavit to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445, including Seller's tax identification number.

C. Buyer's Closing Obligations. No less than one (1) business day prior to the Closing Date Buyer will deliver the following items to the Escrow/Closing Agent ("Buyer's Deliveries");

(1) Closing Statement. An executed copy of the Settlement Statement (in the form described in subsection D of this Section 5);

(2) Closing Payment. The Closing Payment by wire transfer of immediately available good funds to the Escrow/Closing Agent. "Good funds" is defined as cash or electronic transfer (wired funds) such that Escrow/Closing Agent can disburse the funds on the same business day as the business day of the deposit;

(3) Title Company Requirements. Items reasonably required by Seller and/or the Title Company in order to complete the transaction described in this Agreement which may include, upon request:

- (i) Authorizing Resolution. A copy of Buyer's resolutions, duly certified by an officer of Buyer, authorizing the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein; and
- (ii) Certificate of Good Standing. An original Certificate of Good Standing for Buyer issued by the Secretary of State of the state in which Buyer is organized.

(4) Counterpart Closing Documents. Duly executed and acknowledged original counterparts of Seller's deliveries set forth in Subsections 5.B.(3), (4) and (5), if applicable, and such other documents as may be reasonably necessary or appropriate to effect the consummation of the transaction which is the subject of this Agreement or which are otherwise expressly required or reasonably contemplated by this Agreement.

D. Prorations and Adjustments. The Escrow/Closing Agent will prepare a "Settlement Statement" which will show the following charges, prorations and adjustments, regardless of state or local custom: (i) to the extent not expressly prohibited by governing law, Buyer will pay all transfer, conveyance and documentary taxes (notwithstanding any statutory provisions to the contrary requiring such taxes to be paid by Seller); (ii) ad valorem taxes and assessments (collectively, the "Taxes") will be prorated as of the Closing Date (in the manner described in the following subsection E); (iii) all title insurance premiums, recording fees and associated costs will be charged to Buyer, regardless of state or local custom; (iv) the Escrow/Closing Agent's escrow closing fee will be charged to Buyer; (v) all closing costs and loan fees and costs on behalf of Buyer will be paid by Buyer; (vi) applicable tenant rents prorated as of the Closing Date; and (vii) all other matters customarily adjusted at settlement relating to the Property, including, without limitation, all utilities, water and sewer rents, other operating charges, and any other matters customarily adjusted at settlement to be prorated between the parties as of the Closing Date. At Closing, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property which are or may be payable on an annual basis (including without limitation metropolitan district, sanitary commission, community association, condominium association or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date this Agreement is signed by Seller, or subsequent thereto), shall be adjusted and apportioned between the parties as of the Closing Date and shall thereafter be assumed and paid by Buyer. Buyer shall be solely responsible for the payment of any and all impact fees, systems development charges and similar costs, fees and expenses applicable to Buyer's development of the Property. Each party will be responsible for its respective legal fees.

E. Method of Tax Proration. The ad valorem taxes assessed against the Property will be prorated on a calendar year basis as of the Closing Date and the assessments will be prorated on the basis of all amounts which are due and payable as of the Closing Date (employing a 365 day year) based upon the current property assessment. The proration will be based on the most recently available rates and valuations as normal and customary. Buyer understands and agrees that the Property may be reassessed effective upon the change of ownership, and Buyer understands that Buyer will be responsible for all taxes based upon that reassessment, as well as any other taxes accruing after the Closing Date.

Without limiting the foregoing, all other utility charges and assessments (including, without limitation, charges relating to water or sewer reservation rights) affecting the Property and relating to a period that includes the Closing Date shall be prorated between the parties as of the Closing Date. Buyer shall assume the obligation to pay all such charges and assessments that are due and payable following the Closing Date. To the extent applicable law requires such charges and assessments that are due and payable following the Closing Date to be paid upon transfer of the Property, Buyer shall be responsible for making such payments.

F. Utilities. Water and sewer fees, other lienable municipal services, and fuel for heat shall be prorated as of the Closing Date, but any other utilities will not be prorated at Closing. Seller will be responsible for all utility costs and expenses incurred through the day before the Closing Date. The parties will cooperate to transfer responsibility for water, gas, electricity and other utilities effective as of the last day before the Closing Date.

6. POSSESSION/CONDITION OF PROPERTY. On the Closing Date, Seller will transfer possession of the Property to Buyer in AS IS, WHERE IS condition, with all faults and limitations. BUYER IS ACQUIRING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS", IN ITS PRESENT STATE AND CONDITION, WITH ALL DEFECTS, BOTH PATENT AND LATENT, AND WITH ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE INCLUDING, WITHOUT LIMITATION, ALL EXISTING CONDITIONS, IF ANY, OF LEAD PAINT, MOLD OR OTHER ENVIRONMENTAL OR HEALTH HAZARDS ("*Environmental Matters*"). NEITHER SELLER NOR SELLER'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, SALESPeOPLE OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE OR ANY APPRAISED VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, (J) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (K) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER, (L) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (M) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON, (N) WHETHER THE PROPERTY IS LOCATED IN A HISTORIC PRESERVATION DISTRICT OR SUBJECT TO SPECIAL REGULATIONS RELATED TO HISTORIC PRESERVATION, OR (O) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE OR FLOOD PLAIN, OR IN THE PRESENCE OF WETLANDS OR SHORELAND. BUYER ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES OR IN HABITABLE CONDITION.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, WITHOUT LIMITATION, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING VALUE OF THE PROPERTY, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY ADJACENT OR NEARBY PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER AND ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY.

UPON CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AGENTS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO BUYER. BUYER AGREES THAT SELLER AND ITS AGENTS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S HEIRS, SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW OR MAY HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEER, BROKERS AND AGENTS FROM ANY SUCH CLAIM AND ANY CLAIM RELATED TO THE USE, RELEASE OR DISPOSAL ON, IN OR UNDER THE PROPERTY OF ANY HAZARDOUS SUBSTANCE CAUSED BY BUYER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, AND BUYER'S OWNERSHIP, CONSTRUCTION, DEVELOPMENT, USE, MARKETING OR SALE OF THE PROPERTY (OR ANY PORTION THEREOF) IN ANY WAY. THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE EARLIER TERMINATION OF THIS AGREEMENT.

BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASES SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, WHETHER ADMINISTRATIVE OR JUDICIAL, LOSSES, COSTS (INCLUDING ANY AND ALL REASONABLE ATTORNEYS' FEES, COURT COSTS, AND REASONABLE COSTS OF INVESTIGATION, LITIGATION, AND SETTLEMENT), SANCTIONS, CURTAILMENTS, INTEREST, LIABILITIES, PENALTIES, FINES, DEMANDS, EXPENSES, LIENS, JUDGMENTS, COMPENSATION, FEES, LOSS OF PROFITS, INJURIES, DEATH, AND/OR DAMAGES, OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT OR SEVERAL, CRIMINAL OR CIVIL, OR IN LAW OR IN EQUITY ("CLAIMS") ARISING FROM OR RELATING TO THE PROPERTY, BUYER'S BREACH OF OR FAILURE TO COMPLY FULLY WITH ANY PROVISION IN THIS AGREEMENT, INSPECTIONS OR REPAIRS MADE BY BUYER OR HIS/HER/ITS AGENTS, REPRESENTATIVES, BROKERS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, THE IMPOSITION OF ANY FINE OR PENALTY IMPOSED BY ANY GOVERNMENTAL ENTITY RESULTING FROM BUYER'S FAILURE TO TIMELY OBTAIN ANY CERTIFICATE OF OCCUPANCY OR TO COMPLY WITH EQUIVALENT LAWS AND REGULATIONS, ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING WITHOUT LIMITATION, THE VALUE OF THE PROPERTY, ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY, OR ANY PORTION THEREOF, OR THE USE, RELEASE OR DISPOSAL ON, IN OR UNDER THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSING. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER.

7. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes the following limited representations and warranties to Buyer and covenants that they will remain true and correct through the Closing Date.

A. **Organization and Authority.** Seller has full power and authority to execute this Agreement and to sell and convey the Property, and this Agreement creates a binding obligation of Seller.

- B. **Additional Representations.** To Seller's actual knowledge:
- (i) there is no pending litigation that Seller is a party to that will affect Seller's right and power to convey the Property;
  - (ii) the Property is not subject to any existing sale agreement, right of first refusal, right of first offer or any similar pre-emptive agreement, other than those that appear of record; and
  - (iii) no party other than Seller has any unrecorded rights to possession of the Property and there are no leases affecting the Property, except as may separately be disclosed by Seller to Buyer in a schedule or exhibit attached hereto or delivered prior to closing of the transaction contemplated by this Agreement. In the event such leases exist, Seller hereby assigns any such lease(s) as of the Closing without representation, warranty or recourse.

The knowledge of others shall not be imputed to the Seller. No other investigation, review or inquiry of any persons, or other action shall be required of the Seller. Notwithstanding anything contained in this Section 7 to the contrary, if, prior to the Closing Date, Buyer obtains actual knowledge that any representation or warranty of Seller is untrue in a material respect when made and Buyer nonetheless proceeds with the Closing, Seller shall have no liability for any such matter regarding which Buyer had actual knowledge prior to Closing Date.

8. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer makes the following limited representations and warranties to Seller and covenants that they will remain true and correct through the Closing Date:

A. **Power and Authority.** Buyer has full power and authority to execute and deliver this Agreement. The corporate officer or other party executing this Agreement on behalf of Buyer warrants that (s)he is duly authorized to sign and deliver this Agreement on Buyer's behalf and that this Agreement creates a binding obligation of Buyer, which is fully enforceable in accordance with its terms.

B. **Qualification.** Buyer: (i) acknowledges that Seller as named herein is the sole party bound by this Agreement as Seller and not its employees; (ii) confirms that nothing in this Agreement will be construed to create any duty, or impose any liability, on any individual or entity other than those named herein; and (iii) covenants that it will bring no action of any kind against any individual or entity related to or arising out of the representations and warranties in this Agreement or documents delivered in connection with this Agreement unless such individual or entity is a party to this Agreement.

C. **Prior Investigation by Buyer; Non-Reliance on Seller Supplied Materials.** Buyer acknowledges that it has been granted an opportunity to the extent Buyer deems necessary and appropriate to conduct due diligence regarding the Property prior to the date of this Agreement, including but not limited to the value of the Property, environmental condition and quality of the Property, and that all such investigations have been satisfactory to Buyer in all respects. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or information supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that such materials were provided only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in doing so, Buyer relied exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Buyer acknowledges that it is not authorized to rely, has not relied, and will not rely, on any representation, statement or warranty of Seller, or of any agent, or representative, or broker of Seller, not expressly set forth herein. Buyer further acknowledges that any updates including, without limitation, any additional certifications, shall be at Buyer's sole cost and expense.

D. Due Diligence and Inspection. Buyer represents and warrants to Seller that: (1) prior to the execution of this Agreement, Buyer has had adequate time and access to the Property to conduct a complete and thorough inspection of the Property, examine all title matters concerning the Property and all agreements relating to the Property, including but not limited to the disclosures and reports required by any ordinance, (2) prior to the execution of this Agreement, Buyer has conducted and completed such inspections, or has freely and voluntarily waived the right to conduct any such inspections, (3) Buyer is purchasing the Property based solely upon Buyer's own inspection of the Property, (4) prior to the execution of this Agreement, Buyer has satisfied himself/herself/itself in all respects as to the Property and the condition thereof, including, without limitation, the value of the Property, its location, its insurability, its physical condition, its environmental condition, the structural integrity of any and all improvements on the Property, all title matters concerning the Property, and (5) Buyer is aware of all laws, ordinances and requirements affecting the use, condition and ownership of the Property, including, without limitation, all applicable zoning and land use regulations and local ordinances. Seller makes no representation or warranty, and Buyer has investigated to Buyer's satisfaction, regarding whether the location of the Property is in an earthquake fault zone, seismic hazard zone, flood hazard zone, state fire responsibility area (fire hazard area), very high fire hazard severity zone, or area of potential flooding, or whether the Property is subject to any flood disaster or other insurance requirements or whether the Property contains wetlands or other environmental constraints.

DS  
GLP

9. REAL ESTATE BROKERS. Seller is represented in this transaction by Friedman Integrated Real Estate Solutions / Barry Swatsenborg / Joubran Commercial Properties / JJ Joubran ("*Seller's Broker*"). Buyer is represented in this transaction by None ("*Buyer's Participating Broker*"). Each party warrants to the other that its Brokers are the only real estate brokers, agents, or other similar finders involved in this transaction and that no other person or entity is entitled to claim a commission in connection with this sale. A commission due to Buyer's Participating Broker is earned only upon the successful closing of the transaction contemplated by this Agreement. Seller agrees to pay the entire amount of the commission due to Seller's Broker. Provided that Buyer's Participating Broker has completed the Broker/Agent Participation Form and satisfied the other requirements imposed by Seller's Broker, Seller's Broker will pay Buyer's Participating Broker an amount equal to percent (0.00 %) of the "Winning Bid Amount" (as opposed to the Total Purchase Price) and Buyer agrees to pay all other commissions (if any) due to Buyer's Broker. Seller and Buyer each hold harmless and indemnify the other, as well as Seller's auctioneer, Auction.com, LLC and its affiliated entities (collectively "*Auctioneer*"), against any and all claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys fees, arising out of claims made by any other real estate salesperson, broker, consultant or any other person or entity claiming entitlement to a commission by virtue of having represented the indemnifying party's interests with respect to the listing, marketing and sale of the Property.

10. DEFAULT/REMEDIES. If this Agreement is breached for any reason, then the parties will rely exclusively upon the following remedies:

A. Buyer's Default. Buyer and Seller agree that if the transaction contemplated by this Agreement fails to be completed by reason of any default of Buyer, as determined by Seller in its reasonable discretion: (1) Seller shall be released from obligation to sell the Property to Buyer, and (2) Buyer and Seller expressly agree that it would be extremely difficult or impractical to determine Seller's actual damages as a result of such a default by Buyer, and therefore the parties agree that Seller shall retain as liquidated damages and not as a penalty and as a reasonable pre-estimate of Seller's actual damages for breach of this Agreement an amount equal to the Earnest Money Deposit and that such liquidated amount represents reasonable compensation to Seller. Notwithstanding all of the foregoing, Seller retains the right to proceed against Buyer for enforcement of Buyer's indemnification/defense/hold harmless obligations under this Agreement. In addition to any default by Buyer with respect to any of its obligations hereunder, Buyer shall be considered in default under this Agreement: (a) if Buyer shall, on or prior to the Closing Date, (i) apply for or consent to the appointment of a receiver, trustee or liquidator for itself or for any of its property, (ii) admit in writing an inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated bankrupt or insolvent, or if a petition for reorganization is granted, or (v) file a voluntary petition as an answer seeking reorganization as an arrangement with creditors, or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it in any proceedings under any

such law; (b) if any such petition filed against Buyer in any proceeding under such law is consented to or is not dismissed, canceled or terminated within thirty (30) days of the filing thereof or remains outstanding at the Closing Date; or (c) if a receiver, liquidator or trustee shall be appointed for Buyer or any of Buyer's property by order of a court of competent jurisdiction and shall not have been discharged within thirty (30) days.

B. **Seller's Default.** If the transaction contemplated by this Agreement fails to be completed by reason of any default of Seller, Buyer reserves all rights to proceed upon a claim in law or in equity.

11. **DISPUTE RESOLUTION.**

A. **MEDIATION.** AT THE REQUEST OF EITHER PARTY, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE RESORTING TO OR INITIATING ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR ITS OWN ATTORNEY'S FEES AND COSTS. NEITHER PARTY MAY REQUIRE BINDING ARBITRATION PRIOR TO COMMENCEMENT OF COURT ACTION, ALTHOUGH THE PARTIES MAY VOLUNTARILY MUTUALLY AGREE TO SUCH ARBITRATION BY INITIALING THIS SECTION AS SET FORTH HEREIN.

B. **ARBITRATION OF DISPUTES.** BUYER AND SELLER AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AGREEMENT SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION HELD IN THE COUNTY IN WHICH THE PROPERTY LIES WITH AND UNDER THE COMMERCIAL DISPUTE RESOLUTION RULES OF JAMS, INC. (JAMS) OR THE AMERICAN ARBITRATION ASSOCIATION (AAA). IN ADDITION, ANY DISPUTE ARISING OUT OF THIS AGREEMENT, INCLUDING ITS INTERPRETATION, ENFORCEABILITY, AND THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES WILL BE DECIDED BY THE ARBITRATOR. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

SUBJECT TO SECTION 11.A ABOVE, BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL BINDING ARBITRATION AS PROVIDED BY THE LAWS OF THE STATE IN WHICH THE PROPERTY LIES AND ARE GIVING UP ANY RIGHTS BUYER AND SELLER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE. BUYER'S AND SELLER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

C. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "DISPUTE RESOLUTION" PROVISION TO MEDIATION AND/OR NEUTRAL BINDING ARBITRATION.

SELLER'S INITIALS DS  
IN \_\_\_\_\_

BUYER'S INITIALS DS  
GLP \_\_\_\_\_

12. **RISK OF LOSS.** If any material portion of the Property is condemned by any legally constituted authority for any public use or purpose, damaged or destroyed prior to the Closing Date, as determined by Seller in its sole discretion, Seller shall give Buyer written notice thereof. If the cost to repair does not exceed twenty percent (20%) of the Purchase Price or the condemnation taking does not exceed twenty percent (20%) of the rentable area of the Property and Seller agrees in writing to deliver any assignable net insurance proceeds plus any applicable deductible or net condemnation proceeds (less reasonable expenses) to Buyer, or if Seller agrees in writing to repair or restore the Property, prior to Closing, to its condition on the date of execution of this Agreement, then Buyer shall be obligated to close this transaction in accordance with the terms hereof. If Seller does not so notify Buyer, Buyer may elect either to terminate this Agreement, or to purchase the Property in the condition existing on the Closing Date without adjustment of the Purchase Price. If Buyer elects to terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer. If Buyer elects to purchase the Property, Seller shall not be liable to restore the Property, nor shall Buyer be entitled to

the proceeds of any policies of insurance carried by or for the benefit of Seller. In any event, Seller shall not be deemed in default under this Agreement as a result of such condemnation, damage or destruction. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within ten (10) business days after receipt of Seller's written notice of material condemnation, damage or destruction. Notwithstanding the foregoing, any termination notice given by Buyer under this Section shall be rendered ineffective if the Property can be repaired (in Seller's sole discretion), and, within five (5) calendar days after Seller's receipt of such written notice, Seller delivers to Buyer Seller's written agreement to repair at its sole cost and expense all such damage. In such event the Closing Date shall be deemed automatically extended to the third (3<sup>rd</sup>) business day following Seller's completion of such repair. Buyer shall not be entitled to any insurance or condemnation proceeds or obtain any rights which respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property.

13. **NOTICES.** All notices, approvals, and other communications contemplated, given, or required under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (a) delivered personally; or (b) mailed by registered or certified mail return receipt requested, postage prepaid; (c) sent by a nationally recognized overnight courier; and/or (d) delivered via facsimile transmission, provided receipt is confirmed by telephone or by a statement generated by the transmitting machine, in any case to the parties at the addresses or facsimile numbers set forth in Section 1 hereof. Additional copies of all notices set forth herein shall be delivered to Seller with a copy to: Seller, c/o Auction.com, One Mauchly, Irvine, CA 92618, facsimile number (949) 454-7456 and as set forth below:

A. North Salisbury Realty LLC, a North Carolina limited liability company  
ATTN: Igal Namdar  
150 Great Neck Rd.  
Great Neck, NY 11021  
Tel: 516-773-0010  
Fax: \_\_\_\_\_  
E-mail: Igal@namdarllc.com, and

B. \_\_\_\_\_  
ATTN: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_, or

C. to such other address or addresses as may from time to time be designated by either party by written notice to the other.

Each party confirms that its attorney has the authority to give or waive any written notice required or authorized by this Agreement.

14. **POST CLOSING OBLIGATIONS.** Buyer's acceptance of the Deed will extinguish this Agreement by operation of merger and therefore, except for situations where Seller's obligations are expressly stated herein to survive the Closing, Seller will have no obligation to Buyer under this Agreement from and after the Closing Date.

15. **ASSIGNMENT OF BUYER'S INTEREST.** Buyer may not assign or record his, her, their and/or its right, title or interest in this transaction without the express prior written consent of Seller which consent may be withheld in the sole and absolute discretion of Seller.

16. **CONFIDENTIALITY AGREEMENT.** Buyer acknowledges he/she/it has entered into a separate Confidentiality Agreement, which the parties agree applies to the transaction covered by this Agreement, the terms of which shall survive the closing of the transaction contemplated by this Agreement.

17. **GENERAL PROVISIONS.** On the date this Agreement is signed by Seller, this Agreement will: (a) include and incorporate all exhibits and, if applicable, schedules attached thereto or attached to this Agreement; (b) constitute the entire agreement between the parties and supersede any other oral or written representations, conditions or agreements relating to this transaction, including but not limited to any offering memorandum and related materials; (c) not be modified except by the written agreement of the parties; (d) be binding upon and inure to the benefit of each of the parties and their respective legal representatives and permitted successors and assigns; and (e) not be construed to confer any rights, benefits or obligations on any person or entity not a party to this Agreement. Except as otherwise provided in this Agreement, each party will pay its own fees and expenses in connection with this transaction.

18. **CERTAIN RIGHTS OF BUYER.**

A. **Limited License to Enter Property.** During the term of this Agreement Buyer will have the right to enter and visually inspect the Property upon reasonable advance notice to Seller, subject to the rights of tenants, if any, and to the following qualifications:

(1) **Access.** All entry to the Property must be scheduled at least one (1) business day in advance through Seller's Broker.

Seller reserves the right to have a representative present at the time of each entry. No testing (including invasive or other testing of any kind) or third party inspections shall be conducted without Seller's express prior written consent, which consent may be withheld in Seller's sole discretion. Requests for any such consent must be submitted to Seller at least five (5) business days before the proposed test or inspection is scheduled to take place. If Seller, in its sole discretion, authorizes any testing, its consent will be conditioned on Buyer's execution and delivery of an access agreement provided by Seller, including a specific description of the scope of work to be performed, appropriate certificates of commercial general liability insurance as specified below, indemnifications and other reasonable requirements. Before any entry onto the Property by Buyer or its agents, contractors, subcontractors or employees, Buyer shall deliver to Seller a certificate of insurance under Buyer's commercial liability insurance policy with a financially responsible insurance company, covering (a) the activities of Buyer, and Buyer's agents, consultants, contractors, subcontractors and employees on or upon the Property, and (b) Buyer's indemnity obligations set forth in this Section 18. Such certificate shall evidence that such insurance policy has a per occurrence limit of at least Two Million Dollars (\$2,000,000), shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall be issued on an "occurrence" basis, shall contain a full waiver of subrogation clause, and shall not be cancelable or subject to reduction in coverage except on at least thirty (30) days' prior written notice to Seller. Buyer shall maintain such insurance coverage in force at all times before Closing. Notwithstanding the foregoing, the Buyer's satisfaction with the results of any testing or inspections performed in accordance with this Section 18.A is not a condition to Closing and shall in no way affect Buyer's obligation to close on the Closing Date.

(2) **Risk.** All entry to the Property is at Buyer's sole risk and expense and Buyer will use commercially reasonable efforts to minimize any disturbance to Seller's business operations or to Seller's employees, agents and customers.

(3) **Indemnity.** Buyer hereby agrees to indemnify and hold Seller harmless from (i) any and all damages to person or property, and (ii) any and all liabilities, claims, loss, damages, costs or expenses (including without limitation reasonable attorneys fees and court costs), resulting from or in any way arising out of the exercise of the rights granted herein.

The obligations in subsections (1) and (2) shall survive the termination of this Agreement for any reason, except Closing and delivery of possession to Buyer. The obligations in subsection (3) shall survive the Closing or earlier termination of this Agreement for any reason as necessary to effectuate its purpose.

B. **Conditional Approvals.** During the term of this Agreement, at Buyer's sole cost and expense, and subject to Seller's consent which may be withheld in Seller's sole discretion, Buyer may seek conditional permits, approvals, entitlements, zoning relief and similar governmental rights and privileges from any governmental authority ("**Conditional Approvals**") with respect to the Property, conditioned upon Buyer's completion of this Agreement and acquisition of the Property. Buyer covenants and warrants that it will not seek any such Conditional Approvals (and will not agree to any condition or covenant imposed upon it as a condition of such Conditional Approval) that would be binding upon Seller or that would affect the Property if the Closing does not occur. Whether or not Buyer seeks to obtain any Conditional Approvals, Buyer is responsible to apply for and obtain, at Buyer's sole cost and expense, any Certificate of Occupancy, and all other certificates and/or approvals required by municipal, state or federal law. All repairs required in order to comply with applicable laws are Buyer's responsibility and will be accomplished at Buyer's sole cost and expense. Notwithstanding the foregoing, Buyer's obtaining any and/or all Conditional Approvals is not a condition to Closing and shall in no way affect Buyer's obligation to close on the Closing Date.

19. **GOVERNING LAW AND VENUE.** This Agreement will be governed by, construed and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in such county and state in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.

20. **FORCE MAJEURE.** No party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans, or other means, except as provided in this Agreement.

21. **PROHIBITED PERSONS AND TRANSACTIONS.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("**OFAC**"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.

22. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree this Agreement, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller or Auctioneer.

23. **STATUS OF DOCUMENT.** An unsigned copy of this document does not constitute an offer by either party.

24. **DISCLOSURE.** Buyer and Seller acknowledge and agree that Auctioneer has no real estate brokerage agency relationship with either party and is acting solely in the capacity of auctioneer in the transaction contemplated by this Agreement.

25. **BROCHURE.** Buyer represents and warrants that Buyer has received, read and accepts the terms and conditions pertaining to the sale of the Property ("***Auction Terms and Conditions***") which may be set forth in an auction brochure (the "***Brochure***"), advertising, or on the auction website, [www.auction.com](http://www.auction.com), which terms and conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions of the auction, the terms and conditions of this Agreement and the addenda hereto, if any, shall control and prevail in all respects. Buyer acknowledges that neither Seller nor Auctioneer makes any representation or warranty whatsoever in connection with any terms, conditions, warranties and/or representations contained in the Brochure, any advertising or on the auction's website.

26. **RADON.** Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Seller's Broker or Auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's Broker's failure to provide information regarding the presence or effects of any radon round on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

27. **LANGUAGE IN BOLD OR CAPITALIZED.** FOR EMPHASIS AND BUYER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

28. **SEVERABILITY/INTERPRETATION.** In the event that any portion of this Agreement shall be judicially determined to be invalid or unenforceable, the same shall, to that extent, be deemed severable from this Agreement and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining portion of this Agreement. The remainder of this Agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties hereto. Buyer and Seller acknowledge that each party has reviewed this Agreement and has had adequate opportunity to consult legal counsel with respect thereto and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

29. **TIME IS OF THE ESSENCE.** Time is of the essence for the performance of each and every covenant of Buyer under this Agreement and the satisfaction of each and every condition imposed upon Buyer under this Agreement. If any date specified in this Agreement falls upon a Saturday, Sunday or legal holiday observed by the Escrow/Closing Agent, then the date will be construed to have been extended until the next business day.

30. **JOINT CLOSING INSTRUCTIONS TO ESCROW/CLOSING AGENT.** This Agreement constitutes the joint closing instructions of Buyer and Seller to Escrow/Closing Agent, which Escrow/Closing Agent is to use along with any related additional closing instructions, general provisions and/or mutual instructions to close the Transaction.

31. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYER THAT THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREUNDER. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS WAIVER AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE. THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY BY THE PARTIES HERETO.

Dated: 11/12/2013

Dated: 11/12/2013

SELLER:

BUYER(S):

North Salisbury Realty LLC, a North Carolina limited liability company

PRINTED NAME

PRINTED NAME

DocuSigned by:  
Igal Namdar  
SIGNATURE  
203A422695EE449...

SIGNATURE

By: Igal Namdar

By: \_\_\_\_\_

Title: Managing Memeber

Title: \_\_\_\_\_

**IF INDIVIDUALS:**

DocuSigned by:  
Gary L. Page  
SIGNATURE  
83F86393135745E...

Gary L. Page

PRINTED NAME

SIGNATURE

PRINTED NAME

**BUYER'S AGENT/BROKER (if any):**

Buyer's Agent/Broker hereby represents that he/she has registered prior to the Auction pursuant to the Auction Terms and Conditions as a Registered Agent/Broker, that he/she accepts the Auction Terms and Conditions in their entirety and specifically as to the compensation due to Buyer's Participating Broker as set forth in Section 9 herein, if any, and that this is the only compensation Agent/Broker shall receive or is entitled to for this transaction from Seller, Seller's Broker or Auctioneer. Agent/Broker further represents that he/she is not a principal in the transaction (as such terms are defined in the Auction Terms and Conditions):

None

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Brokerage Name

By: \_\_\_\_\_

License Number: \_\_\_\_\_

**ESCROW/CLOSING AGENT ACKNOWLEDGEMENT:**

Escrow/Closing Agent acknowledges receipt of a copy of this Agreement and Earnest Money Deposit in the amount of \$ 345,000.00 and agrees to act as Escrow/Closing Agent subject to the terms and conditions of this Agreement and any supplemental escrow instructions agreed upon by the parties.

DocuSigned by:  
By: Alan Petner  
\_\_\_\_\_  
CBDE9D728A049C...

Exhibit A

LEGAL DESCRIPTION

[See Attached]

## EXHIBIT A

Parcel I:

Commencing at N.C.G.S. Monument "McDonalds" (N. 710.839.0704', E. 1,550,734.3001') and runs thence N 70° 17' 51" W - 216.46' to an existing iron pin, the point of BEGINNING, said iron pin being the northernmost property corner of the Hotel Group of Salisbury, Inc. (McDonalds) (D.B. 1082 Pg. 638), thence five lines with the Hotel Group of Salisbury, Inc. (McDonalds) as follows: (1) S 16° 42' 16" W -149.77' to an existing iron pin, (2) S 28° 43' 03" E - 272.81' to an existing iron pin, (3) S 03° 58' 35" W - 37.73' to an existing P.K. nail, (4) S 17° 29' 01" E -100.45' to an existing iron pin, (5) N 67° 26' 55" E - 64.11' to an existing iron pin in the rear line of Timberlake Properties, LLC (D.B. 879 Pg. 591), thence two lines with Timberlake Properties, LLC as follows: (1) S 17° 24' 36" E - 72.50' to an existing iron pin, (2) N 72° 14' 49" E -178.62' to a new iron pin on the western right of way of Jake Alexander Boulevard West, thence four lines with the western right of way line of Jake Alexander Boulevard West as follows: (1) S 17° 10' 27" - E 85.00' to a new iron pin, (2) S 20° 57' 37" E - 66.12' to a new iron pin; (3) S 16° 36' 56" E - 21.32' to a new iron pin, (4) a curve to the left, said curve having a radius of 5,789.70' and an arc length of 101.38', said curve also having a chord bearing of S 18° 08' 52" E -101.38', to a new iron pin, said iron pin being the northeastern property corner of Salisbury Commons Office Condominium, thence two lines with Salisbury Commons Office Condominium as follows: (1) S 60° 40' 26" W -187.40' to an existing iron pin, (2) S 17° 25' 45" E - 49.98' to an existing iron pin, thence with the common rear lines of Salisbury Commons Office Condominium and John V. Redden (D.B. 1061 Pg. 298) S 21° 58' 18" E - 245.51' to an existing iron pin in the northern property line of the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752), thence four lines with the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752) as follows: (1) S 60° 41' 13" W - 19.17' to an existing iron pin, (2) S 21° 56' 32" E -149.36' to an existing iron pin, (3) S 81° 59' 26" E - 72.00' to an existing P.K. nail, (4) N 64° 38' 31" E -135.00' to an existing iron pin on the western right of way of Jake Alexander Boulevard West, thence with the western right of way line of Jake Alexander Boulevard West with a curve to the left, said curve having a radius of 5,789.70' and an arc length of 80.48', said curve also having a chord bearing of S 23° 20' 26" E - 80.48' to a new iron pin, said iron pin being the northeastern property corner of Ramona H. Mowery et al (D.B. 454 Pg. 27), thence with Mowery, S 64° 38' 12" W 180.47' to an existing iron pin, said iron pin being the northeastern property corner of Clancy Hills Ltd. Partnership (D.B. 641 Pg. 336), thence with Clancy Hills Ltd. Partnership S 72° 40' 00" W - 938.54' to a new iron pin in the rear line of Cornelio Aguirre-Castro (D. B. 881 Pg. 483), thence with the common rear property lines of Aguirre-Castro and A.H., Inc. (D.B. 710 Pg. 428) N 00° 43' 43" E -450.64' to an existing iron pin, said iron pin being the southeastern property corner of the Hotel Group of Salisbury, Inc. (D.B. 1082 Pg. 638), thence four lines with the Hotel Group of Salisbury, Inc. as follows: (1) N 43° 50' 00" W - 426.51' to an existing iron pin, (2) S 89° 29' 48" W -128.73' to an existing iron pin, (3) N 40° 57' 26" W 457.37' to an existing iron pin, (4) N 16° 25' 58" E - 854.56' to a new iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 23' 45" E - 80.00' to a new iron pin, said iron pin being the northwestern property corner of Fidelity Bank # 192 (D.B. 841 Pg. 145), thence three lines with Fidelity Bank# 192 as follows: (1) S 16° 23' 23" W -126.94' to a new P.K. Nail, (2) S 11° 58' 48" E -118.01' to an existing iron pin, (3) N 81° 56' 48" E -119.46' to an existing iron pin, said iron pin being the southwestern property corner of Sabrina/Samantha Corp. (D.B. 965 Pg 271), thence five lines with Sabrina/Samantha Corp. as follows: (1) N 82° 01' 33" E - 46.32' to a new iron pin, (2) S 87° 38' 50" E -99.84' to a new iron pin, (3) S 73° 30' 01" E -150.00' to a new iron pin, (4) N 75° 32' 09" E - 29.15' to a new iron pin, (5) N 16° 29' 59" E -123.00' to a new P.K. nail on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 38' 32" E - 75.26' to an existing iron pin, said iron pin being the northwestern property corner of Kelly & Cohen Appliances, Inc. (D.B. 735 Pg. 666), thence four lines with the property of Kelly & Cohen Appliances, Inc. as follows: (1) S 16° 21' 06" W - 210.00' to a new iron pin, (2) S 28° 59' 00" E - 210.74' to an existing iron pin.

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**LESS AND EXCEPT** that portion of the above-described property shown on Rowan County Tax Map 331 as parcel 176 and being designated as Out Parcel 4 on map recorded in Map Book 9995 at page 1948 in the Rowan County Registry.

Parcel II:

TOGETHER WITH: Those easements and rights set forth in the Declaration of Rights, Restrictions and Easements recorded in Book 631, Page 984, as affected by the Approval Agreement recorded in Book 959, Page 898, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain Agreement between 601-70 Development Corporation and Salisbury Mall LTD recorded in Book 622, Page 925, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain License Agreement between Hotel Group of Salisbury, Incorporated and Sabrina/Samantha Corp. recorded in Book 1095, Page 800, Rowan County Registry, subject to the termination provisions therein.

**Exhibit B**

**ASSIGNMENT OF LEASES**

THIS ASSIGNMENT OF LEASES ("Assignment") is entered into on as of \_\_\_\_\_,  
by \_\_\_\_\_ ("Assignor") and \_\_\_\_\_ ("Assignee").

**RECITALS**

Assignor is the Landlord under those certain leases and/or rental agreements identified on Schedule "A" attached hereto (collectively, the "Leases"), for a portion of the property located at \_\_\_\_\_.

Assignor has received and is in actual possession of the security deposits, if any, identified on Schedule "B" attached hereto (collectively, the "Security Deposits") pursuant to the Leases.

Assignor desires to assign to Assignee, and Assignee desires to accept, the assignment of all of Assignor's right, title and interest in and to the Leases and the Security Deposits, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in the Leases and the Security Deposits, together with any and all rights which Assignor may have against the tenants under the Leases, or any of them.

2. Assumption and Indemnification. Assignor hereby assumes all of Assignor's obligations under the Leases subsequent to the date hereof. Assignee does hereby agree to defend, indemnify and hold harmless Assignor, its successors and assigns, from and against any and all liabilities, damages, causes of action, expenses, reasonable attorneys' fees, claims and losses incurred or suffered by Assignor by reason of the failure of Assignee to fulfill, perform and discharge each and all of the Assignee's obligations under the Leases from and after the date hereof.

3. No Representations or Warranties. The foregoing assignment is made without any representation or warranty by Seller as to the Leases. Assignee assumes the Leases "As Is, Where Is, With All Faults and Limitations", without recourse against Assignor for any matters whatsoever.

ASSIGNOR:

ASSIGNEE(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IF INDIVIDUALS:

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

SCHEDULE "A" TO ASSIGNMENT OF LEASES

LEASES

FORM OF ASSIGNMENT

SCHEDULE "B" TO ASSIGNMENT OF LEASES

SECURITY DEPOSITS

FORM OF ASSIGNMENT

ADDENDUM A  
PURCHASE CONTRACT  
ROWAN COUNTY AS BUYER  
NORTH SALISBURY REALTY, LLC

Closing Date and Lease Proration. Buyer and Seller hereby agree that the Closing Date shall be December 2, 2013 at the Office of Kerner & Dees, P.A., 121 East Kerr Street, Salisbury, NC. Provided, however, Buyer and Seller further agree that proration for Lease Payments shall be made as of December 1, 2013.

The parties agree that real estate taxes for Tenants JC Penney and Belk's shall be reconciled for the current tax year on the date of closing and Seller shall be credited with the amount determined to be due but not yet billed.

1031 Exchange and Partial Gift.

Purchaser agrees that Seller shall have the right to treat this conveyance as a so-called 1031 Exchange, and that Purchaser will cooperate with Seller and Seller's 1031 Qualified Intermediary in executing any documents customarily executed for such exchanges as reasonably required by said Intermediary. Seller agrees that Purchaser shall incur no liability or cost whatsoever arising out of the 1031 Exchange.

Purchaser hereby agrees that should Seller obtain an appraisal of the property reflecting the market value of same to be greater than the purchase price set forth in the contract, such excess amount over and above the contract price shall be deemed a gift by Seller to the County in which the property is situate.

Public Records.

Seller hereby agrees and waives those certain terms and restrictions as to Due Diligence matters, records and documents previously delivered by Seller to Buyer subject to a Non-Disclosure Agreement between Buyer and Seller. Pursuant to North Carolina public records laws, any and all information collected by Buyer shall be made available to requesting parties upon entering a binding Purchase Agreement.

Buyer's Inspection Period (Environmental and Title only).

For purposes of this Contract, the phrase "Buyer's Inspection Period" shall be the period commencing on the Effective Date and ending at 11:59 p.m. Eastern Standard Time on the Twentieth (20<sup>th</sup>) day following such later date.

Buyer shall at all times before Closing have the privilege of going upon the Property with its agents or engineers as needed to inspect, examine, survey and otherwise do whatever Buyer deems necessary for inspection and development of the Property. Said privilege shall include the right, at Buyer's sole expense, to make soil tests, borings, percolation tests and other tests to obtain other information necessary to determine surface, subsurface, environmental and topographic conditions. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys' fees) in connection with its inspection of the Property.

Within five (5) business days after the Effective Date, Seller shall provide Buyer copies of all title information in Seller's possession including, but not limited to, title insurance policies,

attorneys' opinions on title, copies of all documents relating to all title exceptions, surveys, site plans, deeds, deeds of trust, promissory notes, loan agreements relating to the Property, plans, drawings, studies, zoning letters, and environmental surveys and site assessments and any agreements related thereto.

If, during the Buyer's Inspection Period, Buyer is not satisfied with any of the environmental or title matters inspected or reviewed by it with respect to the Property, Buyer may elect in its sole and absolute discretion to terminate the Contract by giving written notice of such decision to Seller. Upon such notification, the full amount of the Binder shall be returned to Buyer immediately. Subject to any rights of Buyer to terminate this Contract as otherwise expressly set forth herein, failure to provide written notice prior to the end of the Buyer's Inspection Period shall be deemed a waiver of the Buyer's rights to such termination under this Contract. Notwithstanding the foregoing, in the event Buyer's environmental studies reflect any environmental issues requiring possible remediation, Seller shall have the option of remedying any such environmental condition, in which event, this contract shall remain in full force and effect, and Buyer shall forego its right to terminate this contract for environmental reasons.

#### Title to Property.

Buyer shall have until the expiration of the Buyer's Inspection Period during which to examine title to the Property and to cause the Survey to be made and to advise Seller in writing of any defects or objections affecting the title to the Property or the use thereof by Buyer disclosed by such title examination and/or Survey. From time to time, Buyer may update the effective date of such title examination or Survey and give notice to Seller of all defects or objections appearing subsequent to the effective date of its previous title examination or Survey, as the case may be; provided, however, such notice is strictly limited to new matters appearing subsequent to the effective date of the title examination or Survey. Such matters as are disclosed by Buyer's title examination and/or Survey and not objected to by Buyer are herein referred to as the "Permitted Exceptions". Notwithstanding anything contained herein to the contrary, Buyer shall have the right to object to any matter (in accordance with this Section 5) contained in the title work, Survey or in any of the items (i) through (vii) set forth above.

(a) Seller shall have ten (10) business days after receipt of such notice of title defects or objections from Buyer to advise Buyer in writing which of such title defects or objections Seller does not intend to satisfy or cure; provided, however, Seller hereby agrees that Seller shall satisfy or cure any such defects or objections consisting of taxes, mortgages, deeds of trust, mechanic's or materialmen's liens or other such monetary encumbrance [further provided that with respect to any monetary encumbrances other than mortgages or deeds of trust (which shall be satisfied in full), Seller's obligation to cure such monetary encumbrances shall be limited collectively to \$25,000.00. In the event Seller fails to give such written advice to Buyer within such ten (10) business day period, Seller shall be deemed to have not agreed to satisfy or cure all such defects or objections set forth in Buyer's notice. If Seller shall advise Buyer in writing that Seller does not intend to satisfy or cure any specific non-monetary encumbrances or if Seller does not respond to Buyer at all, Buyer may elect either (a) to terminate this Contract by written notice to Seller, in which event the Binder shall be immediately refunded to Buyer and this Contract shall be of no further force or effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, or (b) to accept title subject to such specific non-monetary encumbrances. Seller shall have until Closing to satisfy or cure all such defects and objections which Seller expressly agreed to satisfy or cure as provided above. In the event Seller fails or refuses to cure any defects and objections which have been expressly agreed by Seller in writing to be satisfied or cured by Seller (other than monetary encumbrances as provided above) prior to the Closing, then, at the option of Buyer, (i) Buyer may terminate this Contract by

written notice to Seller, in which event the Binder shall be immediately refunded to Buyer, and this Contract shall be of no further force and effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, (ii) if any such defect or objection is one that Seller agreed to satisfy or cure as provided above, Buyer may cure such defect or objection, in which event the Purchase Price payable pursuant to Paragraph 2 hereof shall be reduced by an amount equal to the actual cost and expense incurred by Buyer in connection with the curing of such defect or objection; provided, however, this right to apply such costs to the Purchase Price shall be limited collectively to \$25,000.00, (iii) Buyer may accept title to the Property subject to such defects and objections, or (iv) any combination of items (ii) and (iii). In the event Buyer elects to cure any such defects and objections pursuant to item (ii) hereof, Buyer at its option, upon giving notice to Seller, may extend the date of Closing until the date which is ten (10) days after the curing of such defects or objections or sixty (60) days from and after the last date set forth for Closing (as extended under any other provision of this Contract), whichever shall first occur. If any defect or objection shall not have been cured within such extension period, Buyer may exercise its option under either item (i) or (iii) hereof.

Earnest Money. The Earnest Money shall be held by Escrow Agent in its trust account, subject to the terms hereof, to be applied, at Closing, against the Purchase Price, or if this transaction fails to close, disbursed as otherwise set forth in this Agreement. At the direction of Buyer, the Earnest Money shall be deposited in a commercial bank or savings and loan association, with the interest earned thereon to be credited to Buyer against the Purchase Price in any event. The Earnest Money shall be held by Escrow Agent pursuant to the escrow instrument attached hereto as Exhibit C; provided, however, in the event of any conflict between the terms of the escrow instrument and the terms of this Agreement, the terms of this Agreement shall control. In the event of a dispute between Seller and Buyer sufficient in the discretion of Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction in the jurisdiction in which the Property is located, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.

EXHIBIT C  
TO  
PURCHASE AND SALE AGREEMENT

Earnest Money Escrow Agreement

**Escrow Agreement No.:** 4519 CCSNC

The Escrowee shall be NOVARE National Settlement Services, LLC. The undersigned Seller, Buyer and Escrowee hereby agree that Buyer shall deposit with Escrowee the deposit of \$345,000.00 (the "Funds"), called for by the attached (the "Purchase Agreement"), to be held by Escrowee until the occurrence of one of the following:

1. On closing of the sale of real estate as described in the Purchase Agreement, Escrowee shall deliver the Funds to Seller as part of Buyer's purchase money, or as may be agreed deliver the Funds to Buyer's Closing Attorney to be applied, together with any interest earned thereon, to the Purchase Price.
2. On receipt of a notice from Buyer or Seller as described in the Purchase Agreement instructing you to deliver the Funds, Escrowee shall promptly give the other party written notice of such instructions and Escrowee shall hold the Funds for 15 days without disbursement. If on the 15th day Escrowee shall not have received a notice from the other party contradicting such instruction (a "Contradicting Instruction"), Escrowee shall deliver the Funds to the requesting party. In such event, Escrowee shall have no further liability hereunder for such Funds. In the event Escrowee receives a Contradicting Instruction before having delivered the Funds to the requesting party, Escrowee shall continue to hold the Funds until the happening of one of the following:
  - a. Receipt by Escrowee of joint instructions from Buyer and Seller to deliver the Funds to a named party; or
  - b. Delivery of the Funds by Escrowee, at Escrowee's sole discretion, and at any time after receipt of a Contradicting Instruction, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrowee shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds; or
  - c. Entry and receipt by Escrowee of an order of a court of competent jurisdiction ordering Escrowee to deliver the Funds.
3. After the date for closing in the Purchase Agreement and Escrowee has not received a notice as described under (2) above, Escrowee may, at Escrowee's sole discretion, deliver the Funds to a court of competent jurisdiction as described in (2)(b) above.

This agreement shall be subject to and controlled by the terms of the Purchase Agreement.

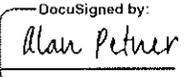
Escrowee shall not be liable for any acts or omissions done in good faith; provided, however, Escrowee shall be liable for its gross negligence and willful misconduct.

This agreement may be executed by the parties hereto in counterpart. When each party has executed a copy of this agreement, the executed copies taken together shall have the same force and effect as if executed in one document.

Dated the 12 day of November, 2013.

**Escrowee:**

Alan Petner

Senior Escrow Officer   
DocuSigned by:  
CBDD9072BA049C...

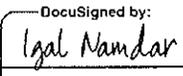
**Its:      President/Manager-Member**

**Address: 14351 Myford Road Suite L  
Tustin, CA 92780**

**Telephone: (714) 352-4088**

**Seller**

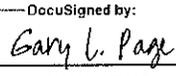
**North Salisbury Realty LLC, a North  
Carolina limited liability company**

By:   
DocuSigned by:  
EC8A42B695EE449...

**Igal Namdar, Managing Member**

**Buyer**

Gary L. Page

  
DocuSigned by:  
83F66393135745E...

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## Certificate of Completion

Envelope Number: F6AF4CE0223542F2B312CB9F21B311B6

Status: Completed

Subject: Online Contract for Digital Signature for item #SB-222 - 1935 Jake Alexander Blvd. W. (SAM)

Loan:

Source Envelope:

Document Pages: 32

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 7

Commercial Contracts

AutoNav: Enabled

1 Mauchly

EnvelopeID Stamping: Enabled

Irvine, CA 92618

Commercialcontracts@auction.com

IP Address: 63.138.6.110

## Record Tracking

Status: Original

Holder: Commercial Contracts

Location: DocuSign

10/25/2013 12:05:01 PM PT

Commercialcontracts@auction.com

## Signer Events

Gary L. Page

gary.page@rowancountync.gov

Security Level: Email, Account Authentication (Optional), Authentication

Authentication Details

IDCheck:

Transaction: 5020705631838

Result: passed

Vendor ID: RSA

Type: iAuth

Performed: 10/25/2013 9:39:18 PM GMT

## Signature

DocuSigned by:  
*Gary L. Page*  
63F56393135745E

Using IP Address: 24.123.188.30

## Timestamp

Sent: 10/25/2013 1:37:32 PM PT

Resent: 11/12/2013 10:48:07 AM PT

Viewed: 11/12/2013 10:50:45 AM PT

Signed: 11/12/2013 10:54:57 AM PT

Question Details:

passed livedat.subdivision.fake

passed vehicle.historical.association.real

passed property.purchasedwhen.real

failed vehicle.historical.association.real

passed property.city.real

passed vehicle.historical.association.real

IDCheck:

Transaction: 5020706139955

Result: passed

Vendor ID: RSA

Type: iAuth

Performed: 10/28/2013 6:13:25 PM GMT

Question Details:

passed vehicle.historical.association.real

passed property.association.single.real

failed vehicle.historical.association.real

passed property.city.real

passed vehicle.historical.association.real

passed corporate.association.fake

IDCheck:

Transaction: 8020738302458

Result: passed

Vendor ID: RSA

Type: iAuth

Performed: 11/6/2013 1:29:17 PM GMT

Question Details:

passed property.county.real

passed vehicle.historical.association.real

passed property.purchasedwhen.real

failed vehicle.historical.association.real

passed property.association.single.real

passed vehicle.historical.association.real

IDCheck:

Transaction: 8020739010989

Result: passed

Vendor ID: RSA

Type: iAuth

Performed: 11/8/2013 12:38:03 PM GMT

Question Details:

passed property.street.in.city.fake

passed vehicle.historical.association.real

passed county.lived.single.real

failed vehicle.historical.association.real

passed property.city.real

passed vehicle.historical.association.real

**Signer Events**

**Signature**

**Timestamp**

IDCheck:

Transaction: 5020709078261  
Result: passed  
Vendor ID: RSA  
Type: iAuth  
Performed: 11/12/2013 1:16:35 PM GMT

Question Details:  
passed property.city.fake  
passed vehicle.historical.association.real  
passed corporate.association.real  
passed property.county.real  
failed vehicle.historical.association.real  
passed corporate.association.real

IDCheck:

Transaction: 5020709131704  
Result: passed  
Vendor ID: RSA  
Type: iAuth  
Performed: 11/12/2013 3:33:13 PM GMT

Question Details:  
passed county.lived.single.real  
passed person.known.single.fake  
passed vehicle.historical.association.real  
passed corporate.association.real  
passed property.purchasedwhen.real  
failed vehicle.historical.association.real

IDCheck:

Transaction: 5020709040655  
Result: passed  
Vendor ID: RSA  
Type: iAuth  
Performed: 11/12/2013 6:50:37 PM GMT

Question Details:  
passed property.street.in.city.real  
passed vehicle.historical.association.real  
passed corporate.association.real  
passed domainname.association.fake  
passed property.association.single.real  
failed vehicle.historical.association.real

Consumer Disclosure:  
Accepted: 11/12/2013 10:50:45 AM PT  
ID: 8f83d8d3-fb09-4b54-8cfc-507c6995a30e

Igal Namdar  
igal@namdatllc.com  
Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
*Igal Namdar*  
EC8AA29695EE449

Sent: 11/12/2013 10:55:09 AM PT  
Resent: 11/12/2013 2:55:22 PM PT  
Viewed: 11/12/2013 2:56:14 PM PT  
Signed: 11/12/2013 2:57:12 PM PT

Consumer Disclosure:  
Accepted: 11/12/2013 2:56:13 PM PT  
ID: e7265893-bcd0-4734-a83b-5ff4efa4b973

Using IP Address: 67.84.133.36

Alan Petner  
Alan.Petner@novarens.com  
Senior Escrow Officer  
Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
*Alan Petner*  
CBDD0E9D72BA049C

Sent: 11/12/2013 2:57:17 PM PT  
Viewed: 11/14/2013 9:44:01 AM PT  
Signed: 11/18/2013 11:49:24 AM PT

Consumer Disclosure:  
Accepted: 11/14/2013 9:44:01 AM PT  
ID: db1b8657-514b-46f2-8388-d1195815f581

Using IP Address: 74.80.202.3

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Carbon Copy Events**

Gary L. Page  
gary.page@rowancountync.gov  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Accepted: 11/12/2013 10:50:45 AM PT  
ID: 8f83d8d3-fb09-4b54-8cfc-507c6995a30e

**Status**

**COPIED**

**Timestamp**

Sent: 10/25/2013 1:37:31 PM PT  
Viewed: 10/25/2013 2:34:47 PM PT

Jonathan Katz  
jkatz@auction.com  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Not Offered  
ID:

**COPIED**

Sent: 11/12/2013 10:55:01 AM PT

Barry Swatsenbarg  
barry.swatsenbarg@freg.com  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Not Offered  
ID:

**COPIED**

Sent: 11/12/2013 10:55:03 AM PT

JJ Joubran  
jjjoubran@gmail.com  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Not Offered  
ID:

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Sent: 11/12/2013 10:55:05 AM PT  
Viewed: 11/12/2013 10:58:04 AM PT

Novare Escrow  
novareescrow@novarencs.com  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Not Offered  
ID:

**COPIED**

Sent: 11/12/2013 2:57:15 PM PT  
Viewed: 11/20/2013 11:15:50 AM PT

Novare Escrow  
novareescrow@novarencs.com  
Security Level: Email, Account Authentication (Optional)  
Consumer Disclosure:  
Not Offered  
ID:

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**Notary Events**

**Envelope Summary Events**

Envelope Sent  
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Signing Complete  
Completed

**Status**

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

**Timestamp**

**Timestamps**

11/18/2013 11:49:31 AM PT  
11/18/2013 11:49:31 AM PT  
11/18/2013 11:49:31 AM PT  
11/18/2013 11:49:31 AM PT

**Consumer Disclosure**

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Auction.com and Seller as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Auction.com and Seller during the course of my relationship with you.

ADDENDUM A  
PURCHASE CONTRACT  
ROWAN COUNTY AS BUYER  
NORTH SALISBURY REALTY, LLC

Closing Date and Lease Proration. Buyer and Seller hereby agree that the Closing Date shall be December 2, 2013 at the Office of Ketner & Dees, P.A., 121 East Kerr Street, Salisbury, NC. Provided, however, Buyer and Seller further agree that proration for Lease Payments shall be made as of December 1, 2013.

The parties agree that real estate taxes for Tenants JC Penney and Belk's shall be reconciled for the current tax year on the date of closing and Seller shall be credited with the amount determined to be due but not yet billed.

1031 Exchange and Partial Gift.

Purchaser agrees that Seller shall have the right to treat this conveyance as a so-called 1031 Exchange, and that Purchaser will cooperate with Seller and Seller's 1031 Qualified Intermediary in executing any documents customarily executed for such exchanges as reasonably required by said Intermediary. Seller agrees that Purchaser shall incur no liability or cost whatsoever arising out of the 1031 Exchange.

Purchaser hereby agrees that should Seller obtain an appraisal of the property reflecting the market value of same to be greater than the purchase price set forth in the contract, such excess amount over and above the contract price shall be deemed a gift by Seller to the County in which the property is situate.

Public Records.

Seller hereby agrees and waives those certain terms and restrictions as to Due Diligence matters, records and documents previously delivered by Seller to Buyer subject to a Non-Disclosure Agreement between Buyer and Seller. Pursuant to North Carolina public records laws, any and all information collected by Buyer shall be made available to requesting parties upon entering a binding Purchase Agreement.

Buyer's Inspection Period (Environmental and Title only).

For purposes of this Contract, the phrase "Buyer's Inspection Period" shall be the period commencing on the Effective Date and ending at 11:59 p.m. Eastern Standard Time on the Twentieth (20<sup>th</sup>) day following such later date.

Buyer shall at all times before Closing have the privilege of going upon the Property with its agents or engineers as needed to inspect, examine, survey and otherwise do whatever Buyer deems necessary for inspection and development of the Property. Said privilege shall include the right, at Buyer's sole expense, to make soil tests, borings, percolation tests and other tests to obtain other information necessary to determine surface, subsurface, environmental and topographic conditions. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys' fees) in connection with its inspection of the Property.

Within five (5) business days after the Effective Date, Seller shall provide Buyer copies of all title information in Seller's possession including, but not limited to, title insurance policies,

attorneys' opinions on title, copies of all documents relating to all title exceptions, surveys, site plans, deeds, deeds of trust, promissory notes, loan agreements relating to the Property, plans, drawings, studies, zoning letters, and environmental surveys and site assessments and any agreements related thereto.

If, during the Buyer's Inspection Period, Buyer is not satisfied with any of the environmental or title matters inspected or reviewed by it with respect to the Property, Buyer may elect in its sole and absolute discretion to terminate the Contract by giving written notice of such decision to Seller. Upon such notification, the full amount of the Binder shall be returned to Buyer immediately. Subject to any rights of Buyer to terminate this Contract as otherwise expressly set forth herein, failure to provide written notice prior to the end of the Buyer's Inspection Period shall be deemed a waiver of the Buyer's rights to such termination under this Contract. Notwithstanding the foregoing, in the event Buyer's environmental studies reflect any environmental issues requiring possible remediation, Seller shall have the option of remedying any such environmental condition, in which event, this contract shall remain in full force and effect, and Buyer shall forego its right to terminate this contract for environmental reasons.

#### Title to Property.

Buyer shall have until the expiration of the Buyer's Inspection Period during which to examine title to the Property and to cause the Survey to be made and to advise Seller in writing of any defects or objections affecting the title to the Property or the use thereof by Buyer disclosed by such title examination and/or Survey. From time to time, Buyer may update the effective date of such title examination or Survey and give notice to Seller of all defects or objections appearing subsequent to the effective date of its previous title examination or Survey, as the case may be; provided, however, such notice is strictly limited to new matters appearing subsequent to the effective date of the title examination or Survey. Such matters as are disclosed by Buyer's title examination and/or Survey and not objected to by Buyer are herein referred to as the "Permitted Exceptions". Notwithstanding anything contained herein to the contrary, Buyer shall have the right to object to any matter (in accordance with this Section 5) contained in the title work, Survey or in any of the items (i) through (vii) set forth above.

(a) Seller shall have ten (10) business days after receipt of such notice of title defects or objections from Buyer to advise Buyer in writing which of such title defects or objections Seller does not intend to satisfy or cure; provided, however, Seller hereby agrees that Seller shall satisfy or cure any such defects or objections consisting of taxes, mortgages, deeds of trust, mechanic's or materialmen's liens or other such monetary encumbrance [further provided that with respect to any monetary encumbrances other than mortgages or deeds of trust (which shall be satisfied in full), Seller's obligation to cure such monetary encumbrances shall be limited collectively to \$25,000.00. In the event Seller fails to give such written advice to Buyer within such ten (10) business day period, Seller shall be deemed to have not agreed to satisfy or cure all such defects or objections set forth in Buyer's notice. If Seller shall advise Buyer in writing that Seller does not intend to satisfy or cure any specific non-monetary encumbrances or if Seller does not respond to Buyer at all, Buyer may elect either (a) to terminate this Contract by written notice to Seller, in which event the Binder shall be immediately refunded to Buyer and this Contract shall be of no further force or effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, or (b) to accept title subject to such specific non-monetary encumbrances. Seller shall have until Closing to satisfy or cure all such defects and objections which Seller expressly agreed to satisfy or cure as provided above. In the event Seller fails or refuses to cure any defects and objections which have been expressly agreed by Seller in writing to be satisfied or cured by Seller (other than monetary encumbrances as provided above) prior to the Closing, then, at the option of Buyer, (i) Buyer may terminate this Contract by

written notice to Seller, in which event the Binder shall be immediately refunded to Buyer, and this Contract shall be of no further force and effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, (ii) if any such defect or objection is one that Seller agreed to satisfy or cure as provided above, Buyer may cure such defect or objection, in which event the Purchase Price payable pursuant to Paragraph 2 hereof shall be reduced by an amount equal to the actual cost and expense incurred by Buyer in connection with the curing of such defect or objection; provided, however, this right to apply such costs to the Purchase Price shall be limited collectively to \$25,000.00, (iii) Buyer may accept title to the Property subject to such defects and objections, or (iv) any combination of items (ii) and (iii). In the event Buyer elects to cure any such defects and objections pursuant to item (ii) hereof, Buyer at its option, upon giving notice to Seller, may extend the date of Closing until the date which is ten (10) days after the curing of such defects or objections or sixty (60) days from and after the last date set forth for Closing (as extended under any other provision of this Contract), whichever shall first occur. If any defect or objection shall not have been cured within such extension period, Buyer may exercise its option under either item (i) or (iii) hereof.

Earnest Money. The Earnest Money shall be held by Escrow Agent in its trust account, subject to the terms hereof, to be applied, at Closing, against the Purchase Price, or if this transaction fails to close, disbursed as otherwise set forth in this Agreement. At the direction of Buyer, the Earnest Money shall be deposited in a commercial bank or savings and loan association, with the interest earned thereon to be credited to Buyer against the Purchase Price in any event. The Earnest Money shall be held by Escrow Agent pursuant to the escrow instrument attached hereto as Exhibit C; provided, however, in the event of any conflict between the terms of the escrow instrument and the terms of this Agreement, the terms of this Agreement shall control. In the event of a dispute between Seller and Buyer sufficient in the discretion of Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction in the jurisdiction in which the Property is located, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.

EXHIBIT C  
TO  
PURCHASE AND SALE AGREEMENT

Earnest Money Escrow Agreement

**Escrow Agreement No.:** \_\_\_\_\_

The Escrowee shall be NOVARE National Settlement Services, LLC. The undersigned Seller, Buyer and Escrowee hereby agree that Buyer shall deposit with Escrowee the deposit of \$345,000.00 (the "Funds"), called for by the attached (the "Purchase Agreement"), to be held by Escrowee until the occurrence of one of the following:

1. On closing of the sale of real estate as described in the Purchase Agreement, Escrowee shall deliver the Funds to Seller as part of Buyer's purchase money, or as may be agreed deliver the Funds to Buyer's Closing Attorney to be applied, together with any interest earned thereon, to the Purchase Price.
2. On receipt of a notice from Buyer or Seller as described in the Purchase Agreement instructing you to deliver the Funds, Escrowee shall promptly give the other party written notice of such instructions and Escrowee shall hold the Funds for 15 days without disbursement. If on the 15th day Escrowee shall not have received a notice from the other party contradicting such instruction (a "Contradicting Instruction"), Escrowee shall deliver the Funds to the requesting party. In such event, Escrowee shall have no further liability hereunder for such Funds. In the event Escrowee receives a Contradicting Instruction before having delivered the Funds to the requesting party, Escrowee shall continue to hold the Funds until the happening of one of the following:
  - a. Receipt by Escrowee of joint instructions from Buyer and Seller to deliver the Funds to a named party; or
  - b. Delivery of the Funds by Escrowee, at Escrowee's sole discretion, and at any time after receipt of a Contradicting Instruction, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrowee shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds; or
  - c. Entry and receipt by Escrowee of an order of a court of competent jurisdiction ordering Escrowee to deliver the Funds.
3. After the date for closing in the Purchase Agreement and Escrowee has not received a notice as described under (2) above, Escrowee may, at Escrowee's sole discretion, deliver the Funds to a court of competent jurisdiction as described in (2)(b) above.

This agreement shall be subject to and controlled by the terms of the Purchase Agreement.

Escrowee shall not be liable for any acts or omissions done in good faith; provided, however, Escrowee shall be liable for its gross negligence and willful misconduct.

This agreement may be executed by the parties hereto in counterpart. When each party has executed a copy of this agreement, the executed copies taken together shall have the same force and effect as if executed in one document.

Dated the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Escrowee:**

\_\_\_\_\_  
**Its: \_\_\_ President/Manager-Member**

**Address: 14351 Myford Road Suite L  
Tustin, CA 92780**

**Telephone: (714) 352-4088**

**Seller**

**Buyer**

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

Parcel I:

Commencing at N.C.G.S. Monument "McDonalds" (N. 710.839.0704', E. 1,550.734.3001') and runs thence N 70° 17' 51" W - 216.46' to an existing iron pin, the point of BEGINNING, said iron pin being the northernmost property corner of the Hotel Group of Salisbury, Inc. (McDonalds) (D.B. 1082 Pg. 638), thence five lines with the Hotel Group of Salisbury, Inc. (McDonalds) as follows: (1) S 16° 42' 16" W -149.77' to an existing iron pin, (2) S 28° 43' 03" E - 272.81' to an existing iron pin, (3) S 03° 58' 35" W - 37.73' to an existing P.K. nail, (4) S 17° 29' 01" E -100.45' to an existing iron pin, (5) N 67° 26' 55" E - 64.11' to an existing iron pin in the rear line of Timberlake Properties, LLC (D.B. 879 Pg. 591), thence two lines with Timberlake Properties, LLC as follows: (1) S 17° 24' 36" E - 72.50' to an existing iron pin, (2) N 72° 14' 49" E -178.62' to a new iron pin on the western right of way of Jake Alexander Boulevard West, thence four lines with the western right of way line of Jake Alexander Boulevard West as follows: (1) S 17° 10' 27" - E 85.00' to a new iron pin, (2) S 20° 57' 37" E - 66.12' to a new iron pin; (3) S 16° 36' 56" E - 21.32' to a new iron pin, (4) a curve to the left, said curve having a radius of 5,789.70' and an arc length of 101.38', said curve also having a chord bearing of S 18° 08' 52" E -101.38'. to a new iron pin, said iron pin being the northeastern property corner of Salisbury Commons Office Condominium, thence two lines with Salisbury Commons Office Condominium as follows: (1) S 60° 40' 26" W -187.40' to an existing iron pin, (2) S 17° 25' 45" E - 49.98' to an existing iron pin, thence with the common rear lines of Salisbury Commons Office Condominium and John V. Redden (D.B. 1061 Pg. 298) S 21° 58' 18" E - 245.51' to an existing iron pin in the northern property line of the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752), thence four lines with the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752) as follows: (1) S 60° 41' 13" W - 19.17' to an existing iron pin, (2) S 21° 56' 32" E -149.36' to an existing iron pin, (3) S 81° 59' 26" E - 72.00' to an existing P.K. nail, (4) N 64° 38' 31" E -135.00' to an existing iron pin on the western right of way of Jake Alexander Boulevard West, thence with the western right of way line of Jake Alexander Boulevard West with a curve to the left, said curve having a radius of 5,789.70' and an arc length of 80.48', said curve also having a chord bearing of S 23° 20' 26" E - 80.48'to a new iron pin, said iron pin being the northeastern property corner of Ramona H. Mowery et al (D.B. 454 Pg. 27), thence with, Mowery, S 64° 38' 12" W 180.47' to an existing iron pin, said iron pin being the northeastern property corner of Clancy Hills Ltd. Partnership (D.B. 641 Pg. 336). thence with Clancy Hills Ltd. Partnership S 72° 40' 00" W - 938.54' to a new iron pin in the rear line of Cornelio Aguirre-Castro (D. B. 881 Pg. 483), thence with the common rear property lines of Aguirre-Castro and A.H., Inc. (D.B. 710 Pg. 428) N 00° 43' 43" E -450.64' to an existing iron pin, said iron pin being the southeastern property corner of the Hotel Group of Salisbury, Inc. (D.B. 1082 Pg. 638), thence four lines with the. Hotel Group of Salisbury, Inc. as follows: (1) N 43° 50' 00" W - 426.51' to an existing iron pin, (2) S 89° 29' 48" W -128.73' to an existing iron pin, (3) N 40° 57' 26" W 457.37' to an existing iron pin, (4) N 16° 25' 58" E - 854.56' to a new iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 23' 45" E - 80.00' to a new iron pin, said iron pin being the northwestern property corner of Fidelity Bank # 192 (D.B. 841 Pg. 145), thence three lines with Fidelity Bank# 192 as follows: (1) S 16° 23' 23" W -126.94' to a new P.K. Nail, (2) S 11° 58' 48" E -118.01' to an existing iron pin, (3) N 81° 56' 48" E -119.46' to an existing iron pin, said iron pin being the southwestern property corner of Sabrina/Samantha Corp. (D.B. 965 Pg 271), thence five lines with Sabrina/Samantha Corp. as follows: (1) N 82° 01' 33" E - 46.32' to a new iron pin, (2) S 87° 38' 50" E -99.84' to a new iron pin, (3) S 73° 30' 01" E -150.00' to a new iron pin, (4) N 75° 32' 09" E - 29.15' to a new iron pin, (5) N 16° 29' 59" E -123.00' to a new P.K. nail on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 38' 32" E - 75.26' to an existing iron pin, said iron pin being the northwestern property corner of Kelly & Cohen Appliances, Inc. (D.B. 735 Pg. 666), thence four lines with the property of Kelly & Cohen Appliances, Inc. as follows: (1) S 16° 21' 06" W - 210.00' to a new iron pin, (2) S 28° 59' 00" E - 210.74' to an existing iron pin,

(3) N 15° 59' 07" E -16.35' to an existing iron pin, (4) N 16° 19' 56" E '341.66' to an existing iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 32' 54" E 127.90' to the point of BEGINNING.

**LESS AND EXCEPT** that portion of the above-described property shown on Rowan County Tax Map 331 as parcel 176 and being designated as Out Parcel 4 on map recorded in Map Book 9995 at page 1948 in the Rowan County Registry.

Parcel II:

TOGETHER WITH: Those easements and rights set forth in the Declaration of Rights, Restrictions and Easements recorded in Book 631, Page 984, as affected by the Approval Agreement recorded in Book 959, Page 898, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain Agreement between 601-70 Development Corporation and Salisbury Mall LTD recorded in Book 622, Page 925, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain License Agreement between Hotel Group of Salisbury, Incorporated and Sabrina/Samantha Corp. recorded in Book 1095, Page 800, Rowan County Registry, subject to the termination provisions therein.

**FIRST AMENDMENT  
TO  
CONTRACT FOR PURCHASE OF PROPERTY**

**THIS FIRST AMENDMENT TO CONTRACT FOR PURCHASE OF PROPERTY** (“**First Amendment**”) made and entered into this \_\_\_ day of December, 2013, by and between **NORTH SALISBURY REALTY, LLC**, a North Carolina limited liability company (“**Seller**”) and **ROWAN COUNTY**, a body politic and subdivision of the State of North Carolina (“**Buyer**”).

**RECITALS**

WHEREAS, Buyer and Seller have previously entered into a Contract for Purchase of real property (“**Contract**”) dated the 12<sup>th</sup> day of November, 2013; and

WHEREAS, Buyer and Seller now desire to amend the Contract to correct and amend certain terms or conditions contained in the Contract, and reduce the same to a written agreement as contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Seller and Buyer hereby modify and amend the Contract as follows:

1. Paragraph 2(D) shall reflect the Closing Agent as the law office of Kctner & Dees, PA, 121 East Kerr Street, Salisbury, North Carolina 28144. Closing Agent shall manage all facets of the closing process, including but not necessarily limited to: receiving and disbursing all incoming funds and proceeds, acquiring title commitment, generating the Settlement Statement, and completing all other customary aspects of Closing.
2. Paragraph 5 shall be amended to delete any reference to “closing through Escrow”.
3. Paragraph 2 shall be amended to reflect the Purchase Price of \$3,425,000.00.
4. Paragraph 1(D), together with Addendum A, shall be amended to reflect a Closing Date of December 16, 2013, with current Lease Payments to be prorated as of the Closing Date. Buyer and Seller further agree that Seller shall assign any and all uncollected rents to Buyer for all amounts remaining unpaid through the Closing Date.
5. Per Diem Penalties pursuant to Paragraph 5(A)(4) shall be waived through the Closing Date of December 16, 2013; provided, however, in the event Buyer requests an additional 30-day extension as provided in Paragraph 1 of the Contract, Buyer shall deposit the sums provided in Paragraph 5(A)(4) with Escrow Agent, with such aggregate sum to be applied to the Purchase Price.
6. Page 1 (Cover Page), together with Paragraph 1 of the Contract, whether by way of assignment or correction, shall be amended to reflect Buyer as “Rowan County, a body politic.”
7. Buyer hereby agrees to grant certain encroachment easements for improvements to the adjoining “Bojangles” tract as reasonably required to cure those encroachments.

8. Due Diligence matters provided in the Addendum to the Contract have been completed and Buyer hereby waives any period or condition so provided as to Title and Environmental.

Except as expressly modified and amended by this First Amendment, the Contract remains in full force and effect according to its terms.

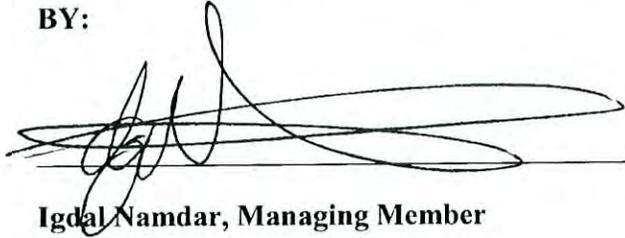
{Signature Page Follows}

Signature Page: First Amendment Rowan County—North Salisbury Realty, LLC

**IN WITNESS WHEREOF**, Seller and Buyer have duly executed and delivered this First Amendment on the date set forth above.

**SELLER: NORTH SALISBURY REALTY, LLC**

**BY:**

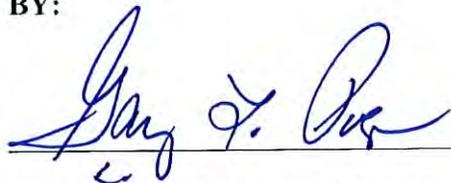


A handwritten signature in black ink, appearing to read 'Igdal Namdar', is written over a horizontal line. The signature is stylized and somewhat cursive.

**Igdal Namdar, Managing Member**

**BUYER: ROWAN COUNTY, a body politic**

**BY:**



A handwritten signature in blue ink, appearing to read 'Gary M. Page', is written over a horizontal line. The signature is stylized and cursive.

**Gary M. Page, County Manager**

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: ROWAN COUNTY 6734-16			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*  
1.0 3/98 (ROWAN COUNTY 6734-16 PFD/ROWAN COUNTY 6734-16/20)

<b>D. NAME AND ADDRESS OF BUYER:</b>  Rowan County, North Carolina, a body politic 130 West Innes Street Salisbury, NC 28144	<b>E. NAME AND ADDRESS OF SELLER:</b>  Legal 1031 Exchange Services, Inc. a Connecticut Corporation, as Qualified Intermediary for North Salisbury Realty LLC Under Exchange No. EX-13-1805R	<b>F. NAME AND ADDRESS OF LENDER:</b>  (Empty)
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<b>G. PROPERTY LOCATION:</b> 1935 W. Jake Alexander Blvd. Salisbury, NC 28144	<b>H. SETTLEMENT AGENT:</b> 56-1158001 Ketner & Dees, P.A.  <b>PLACE OF SETTLEMENT</b> 121 E. Kerr Street Salisbury, NC 28144	<b>I. SETTLEMENT DATE:</b>  December 16, 2013
---	--	---

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract Sales Price	3,425,000.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	5,745.00
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes 12/17/13 to 01/01/14	3,772.42
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>3,434,517.42</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204. Earnest Money Deposit	345,000.00
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214. Rent Credit	39,319.75
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>384,319.75</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross Amount Due From Buyer (Line 120)	3,434,517.42
302. Less Amount Paid By/For Buyer (Line 220)	( 384,319.75)
<b>303. CASH ( X FROM ) ( TO ) BUYER</b>	<b>3,050,197.67</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	3,425,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>3,425,000.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	135,100.00
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage to StanCorp Mortgage Inve	1,550,964.11
505. Payoff of second Mortgage	
506.	
507. Security Deposits to Rowan County, North Carolina	9,650.00
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/13 to 12/17/13	88,023.18
512. Assessments to	
513.	
514. Rent Credit	39,319.75
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>1,823,057.04</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	3,425,000.00
602. Less Reductions Due Seller (Line 520)	( 1,823,057.04)
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>1,601,942.96</b>

**L. SETTLEMENT CHARGES**

<b>700. TOTAL COMMISSION Based on Price</b>	\$	@	%	116,146.88		
<i>Division of Commission (line 700) as Follows:</i>						
701. \$ 50,000.00	to	Auction.com			PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$ 66,146.88	to	Friedman Real Estate				
703. Commission Paid at Settlement						116,146.88
704. Commission		to Joubran Commercial				3,853.12
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>						
901. Interest From	to	@ \$	/day	( days %)		
902. MIP Totlns. for LifeOfLoan	for	months to				
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
<b>1000. RESERVES DEPOSITED WITH LENDER</b>						
1001. Hazard Insurance	months @ \$		per month			
1002. Mortgage Insurance	months @ \$		per month			
1003. City/Town Taxes	months @ \$		per month			
1004. County Taxes	months @ \$		per month			
1005. Assessments	months @ \$		per month			
1006.	months @ \$		per month			
1007.	months @ \$		per month			
1008.	months @ \$		per month			
<b>1100. TITLE CHARGES</b>						
1101. Settlement or Closing Fee	to	Ketner & Dees, P.A.			3,500.00	
1102. Abstract or Title Search	to					
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to	Ketner & Dees, P.A.				250.00
1106. Notary Fees	to					
1107. Attorney's Fees	to					
<i>(includes above item numbers: )</i>						
1108. Title Insurance	to	Stewart Title Guaranty Company			1,995.00	
<i>(includes above item numbers: )</i>						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	3,425,000.00				
1111. Title Examination		Ketner & Dees, P.A.				
1112. Settlement Service	to	Novare National Settlement Service, LLC			250.00	
1113. Legal Fee	to	Alan Merovitch				8,000.00
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>						
1201. Recording Fees: Deed \$		Mortgage \$		Releases \$		
1202. City/County Tax/Stamps: Deed				Deed		
1203. State Tax/Stamps: Revenue Stamps		6,850.00; Deed				6,850.00
1204.						
1205.						
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>					5,745.00	135,100.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

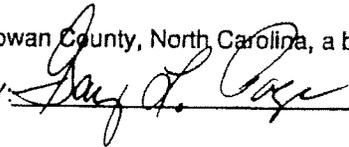
Ketner & Dees, P.A.  
Settlement Agent

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

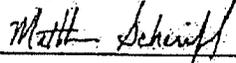
**Buyer:** Rowan County, North Carolina  
**Seller:** Legal 1031 Exchange Services  
**Settlement Agent:** Ketner & Dees, P.A.  
(704)637-3434  
**Place of Settlement:** 121 E. Kerr Street  
Salisbury, NC 28144  
**Settlement Date:** December 16, 2013  
**Property Location:** 1935 W. Jake Alexander Blvd.  
Salisbury, NC 28144

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

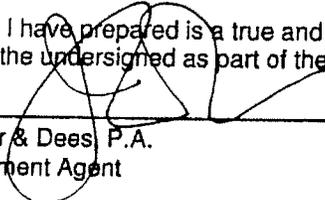
Rowan County, North Carolina, a body politic

BY: 

Legal 1031 Exchange Services, Inc.  
a Connecticut Corporation as Qualified  
Intermediary for North Salisbury Realty LLC  
Under Exchange No. EX-13-1805R

BY: 

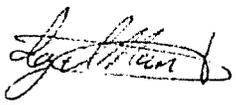
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
Ketner & Dees, P.A.  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Approved:

North Salisbury Realty LLC

By: 

Igal Namdar, Managing Member

SEE ADDENDUM

Doc ID: 012082090005 Type: CRP  
Recorded: 12/16/2013 at 01:56:46 PM  
Fee Amt: \$6,850.00 Page 1 of 5  
Revenue Tax: \$6,850.00  
Rowan, NC  
Harry L. Welch Jr. Register of Deeds  
BK 1228 PG 844

5  
6850.00  
JDC

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$6,850.00

Parcel Identifier No. 331/143 & 078 & 224-0001 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20  
By: \_\_\_\_\_

Mail/Box to: \_\_\_\_\_

This instrument was prepared by: Ketner & Dees, Attorneys at Law, 121 East Kerr Street, Salisbury, NC 28144

Brief description for the Index: Jake Alexander Blvd.

THIS DEED made this 13 day of December, 2013, by and between

GRANTOR	GRANTEE
<p><b>NORTH SALISBURY REALTY, LLC</b> A North Carolina Limited Liability Company</p> <p><b>Mailing Address: 150 Great Neck Road, Suite 304</b> Great Neck, NY 11021</p>	<p><b>ROWAN COUNTY, NORTH CAROLINA</b> A Body Politic</p> <p><b>Mailing Address: 130 West Innes Street</b> Salisbury, NC 28144</p>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Salisbury, Franklin Township, Rowan County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto for description of property. Said attachment is incorporated herein and made a part of this deed by reference.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

This instrument prepared by: John W. Dees, II, a licensed North Carolina attorney. Delinquent taxes, if any, will be paid by the closing attorney to the County Tax Administrator from the closing proceeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1193 page 645.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

**Subject to any and all restrictions, easements, reservations and utility rights of way of record which pertain to the within described property.**

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

North Salisbury Realty, LLC  
(Entity Name)

By: [Signature]  
Title: Member/Manager

State of New York - County of Nassau

I, the undersigned Notary Public of the County and State aforesaid, certify that Igal Namdar personally came before me this day and acknowledged that he is the Member/Manager of North Salisbury Realty, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 13 day of December, 2013.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public  
ROSE MARIE AMBROSIO  
Typed or Printed Name of Notary Public

**ROSE MARIE AMBROSIO**  
**NOTARY PUBLIC, State of New York**  
**No. 01AM4856316**  
**Qualified in Bronx County**  
**Commission Expires April 28, 2014**

## EXHIBIT A

### Parcel I:

Commencing at N.C.G.S. Monument "McDonalds" (N. 710.839.0704', E. 1,550,734.3001') and runs thence N 70° 17' 51" W - 216.46' to an existing iron pin, the point of BEGINNING, said iron pin being the northernmost property corner of the Hotel Group of Salisbury, Inc. (McDonalds) (D.B. 1082 Pg. 638), thence five lines with the Hotel Group of Salisbury, Inc. (McDonalds) as follows: (1) S 16° 42' 16" W -149.77' to an existing iron pin, (2) S 28° 43' 03" E - 272.81' to an existing iron pin, (3) S 03° 58' 35" W - 37.73' to an existing P.K. nail, (4) S 17° 29' 01" E -100.45' to an existing iron pin, (5) N 67° 26' 55" E - 64.11' to an existing iron pin in the rear line of Timberlake Properties, LLC (D.B. 879 Pg. 591), thence two lines with Timberlake Properties, LLC as follows: (1) S 17° 24' 36" E - 72.50' to an existing iron pin, (2) N 72° 14' 49" E -178.62' to a new iron pin on the western right of way of Jake Alexander Boulevard West, thence four lines with the western right of way line of Jake Alexander Boulevard West as follows: (1) S 17° 10' 27" - E 85.00' to a new iron pin, (2) S 20° 57' 37" E - 66.12' to a new iron pin; (3) S 16° 36' 56" E - 21.32' to a new iron pin, (4) a curve to the left, said curve having a radius of 5,789.70' and an arc length of 101.38', said curve also having a chord bearing of S 18° 08' 52" E -101.38'. to a new iron pin, said iron pin being the northeastern property corner of Salisbury Commons Office Condominium, thence two lines with Salisbury Commons Office Condominium as follows: (1) S 60° 40' 26" W -187.40' to an existing iron pin, (2) S 17° 25' 45" E - 49.98' to an existing iron pin, thence with the common rear lines of Salisbury Commons Office Condominium and John V. Redden (D.B. 1061 Pg. 298) S 21° 58' 18" E - 245.51' to an existing iron pin in the northern property line of the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752), thence four lines with the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752) as follows: (1) S 60° 41' 13" W - 19.17' to an existing iron pin, (2) S 21° 56' 32" E -149.36' to an existing iron pin, (3) S 81° 59' 26" E - 72.00' to an existing P.K. nail, (4) N 64° 38' 31" E -135.00' to an existing iron pin on the western right of way of Jake Alexander Boulevard West, thence with the western right of way line of Jake Alexander Boulevard West with a curve to the left, said curve having a radius of 5,789.70' and an arc length of 80.48', said curve also having a chord bearing of S 23° 20' 26" E - 80.48'to a new iron pin, said iron pin being the northeastern property corner of Ramona H. Mowery et al (D.B. 454 Pg. 27), thence with, Mowery, S 64° 38' 12" W 180.47' to an existing iron pin, said iron pin being the northeastern property corner of Clancy Hills Ltd. Partnership (D.B. 641 Pg. 336). thence with Clancy Hills Ltd. Partnership S 72° 40' 00" W - 938.54' to a new iron pin in the rear line of Cornelio Aguirre-Castro (D. B. 881 Pg. 483), thence with the common rear property lines of Aguirre-Castro and A.H., Inc. (D.B. 710 Pg. 428) N 00° 43' 43" E -450.64' to an existing iron pin, said iron pin being the southeastern property corner of the Hotel Group of Salisbury, Inc. (D.B. 1082 Pg. 638), thence four lines with the. Hotel Group of Salisbury, Inc. as follows: (1) N 43° 50' 00" W - 426.51' to an existing iron pin, (2) S 89° 29' 48" W -128.73' to an existing iron pin, (3) N 40° 57' 26" W 457.37' to an existing iron pin, (4) N 16° 25' 58" E - 854.56' to a new iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 23' 45" E - 80.00' to a new iron pin, said iron pin being the northwestern property corner of Fidelity Bank # 192 (D.B. 841 Pg. 145), thence three lines with Fidelity Bank# 192 as follows: (1) S 16° 23' 23" W -126.94' to a new P.K. Nail, (2) S 11° 58' 48" E -118.01' to an existing iron pin, (3) N 81° 56' 48" E -119.46' to an existing iron pin, said iron pin being the southwestern property corner of Sabrina/Samantha Corp. (D.B. 965 Pg 271), thence five lines with Sabrina/Samantha Corp. as follows: (1) N 82° 01' 33" E - 46.32' to a new iron pin, (2) S 87° 38' 50" E -99.84' to a new iron pin, (3) S 73° 30' 01" E -150.00' to a new iron pin, (4) N 75° 32' 09" E - 29.15' to a new iron pin, (5) N 16° 29' 59" E -123.00' to a new P.K. nail on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 38' 32" E - 75.26' to an existing iron pin, said iron pin being the northwestern property corner of Kelly & Cohen Appliances, Inc. (D.B. 735 Pg. 666), thence four lines with the property of Kelly & Cohen Appliances, Inc. as follows: (1) S 16° 21' 06" W - 210.00' to a new iron pin, (2) S 28° 59' 00" E - 210.74' to an existing iron pin,

(3) N 15° 59' 07" E -16.35' to an existing iron pin, (4) N 16° 19' -56" E '341.66' to an existing iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 32' 54" E 127.90' to the point of BEGINNING.

**LESS AND EXCEPT** that portion of the above-described property shown on Rowan County Tax Map 331 as parcel 176 and being designated as Out Parcel 4 on map recorded in Map Book 9995 at page 1948 in the Rowan County Registry.

Parcel II:

TOGETHER WITH: Those easements and rights set forth in the Declaration of Rights, Restrictions and Easements recorded in Book 631, Page 984, as affected by the Approval Agreement recorded in Book 959, Page 898, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain Agreement between 601-70 Development Corporation and Salisbury Mall LTD recorded in Book 622, Page 925, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain License Agreement between Hotel Group of Salisbury, Incorporated and Sabrina/Samantha Corp. recorded in Book 1095, Page 800, Rowan County Registry, subject to the termination provisions therein.



November 21, 2013

Rowan County is conducting a Phase II Soil Sample. The report will be posted as soon as it is ready.



**REPORT OF PHASE I  
ENVIRONMENTAL SITE ASSESSMENT  
SALISBURY MALL SITE  
SALISBURY, NORTH CAROLINA  
ESP PROJECT NO. E6-BW06.600**

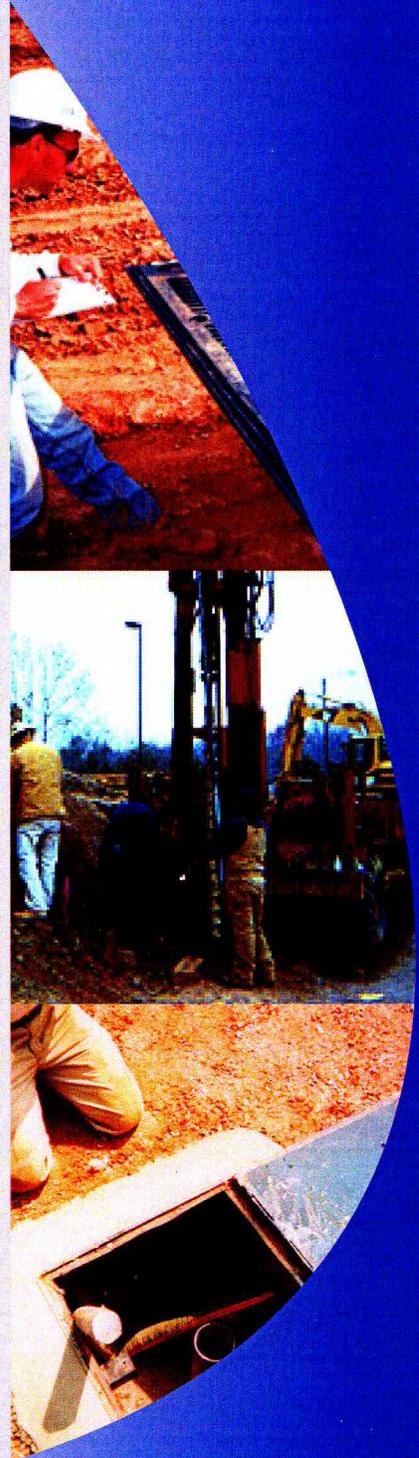
**Prepared for:**

Rowan County Government  
2727-D Old Concord Road  
Salisbury, North Carolina 28146

**Prepared by:**

ESP Associates, P.A.  
P.O. Box 7030  
Charlotte, North Carolina 28241

November 19, 2013





November 19, 2013

Ms. Kathryn P. Jolly, REM  
Rowan County Government  
2727-D Old Concord Road  
Salisbury, NC 28146

Reference: **REPORT OF PHASE I ENVIRONMENTAL SITE ASSESSMENT**  
**Salisbury Mall Site**  
Salisbury, North Carolina  
ESP Project No. E6-BW06.600

Dear Ms. Jolly:

As authorized by your acceptance of our proposal, ESP Associates, P.A. (ESP) performed a Phase I environmental site assessment at the subject site. The purpose of our services, as described in the attached report, was to review the site for evidence of recognized environmental conditions resulting from past or present on-site or nearby off-site activities.

This report is intended for the use of Rowan County Government. The contents of this report should not be relied upon by any other parties without the express written consent of ESP. Use or reliance on this report signifies agreement to the terms and conditions of our contract with Rowan County Government. The findings are relevant to the dates of our site work and should not be relied upon to represent site conditions on other dates.

We appreciate the opportunity to provide our environmental-related services on this project. We are available to discuss the contents of this report with you at your convenience.

Sincerely,  
*ESP Associates, P.A.*

A handwritten signature in blue ink, appearing to read "William C. Bradner".

William C. Bradner  
Staff Scientist

A handwritten signature in blue ink, appearing to read "Christopher J. Ward".

Christopher J. Ward, PG  
Environmental Department Manager

Attachment – Report of Phase I ESA

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## EXECUTIVE SUMMARY

*This executive summary section provides an abbreviated reporting of our site observations and findings. Refer to the main text and appendices for a complete reporting of our observations and findings.*

The approximate 32.66-acre subject site comprised of Tax ID Nos. 331-078, 331-143, and 331-2240001 is located at the southwest corner of the intersection of W. Jake Alexander Boulevard and Statesville Boulevard in Salisbury, Rowan County, North Carolina. The approximate 32.66-acre site is comprised of the main Salisbury Mall structure, two built-out outparcels, and associated asphalt parking and landscaped areas. The approximate 141,593-sqft main mall structure (Tax Parcel No. 331-078) was reportedly built in 1985 while current tenants include:

- Urban Trends
- Payless Shoe Source
- GQ Menswear
- Kay Jewelers
- T.B.X Alterations
- Claire's
- Books-A-Million
- GNC
- Iron Dragon
- Babcock Home Furniture
- Peking Chinese Food
- Cookies and more...
- Thelma's
- Reeds Jewelers
- Super Nails
- Dollar Tree

Current tenants of the two out-parcels include:

- Tax Parcel No. 331-143 – A closed approximate 16,635-sqft movie theater reportedly built in 1978.
- Tax Parcel No. 331-2240001 – An operating K&W Cafeteria located within an approximate 11,000-sqft building built between 1999 and 2003.

The surrounding area consists of apartments, townhomes, and retail businesses. Topographic elevations across the site range from approximately 750 feet above MSL along the central and eastern portions of the site to approximately 730 feet above MSL along the northwest portion of the site. Based on our interpretation of the USGS topographic quadrangle map and on-site observations, surface water at the site is expected to flow to the northwest.

During the site walkthrough, ESP did not observe any surface water features on or immediately adjacent to the subject site. Federal Emergency Management Agency Flood Insurance Rate Maps did not identify either a 100 or a 500-year flood zone on the site. A U.S. Department of the Interior Fish & Wildlife Service National Wetlands Inventory map did not identify any

designated wetland areas on the site. Please note that National Wetlands Inventory maps are not considered to be official wetland delineations.

Based on interviews, city directories, and historical aerial photographs and USGS topographic maps, the property has historically consisted of undeveloped farmland with the movie theater being built in 1978 and the mall being built in 1985. The historical use of adjoining properties has consisted predominantly of single-family residences and more recently townhomes and retail businesses.

During our site walkthrough, regulatory database search and interview process, no evidence of underground storage tanks (USTs) (i.e., fill ports and vent pipes) or aboveground storage tanks (ASTs) were identified on the subject site with the exception of a former 500-gallon diesel UST and an approximate 50-gallon diesel AST located on the west side of the mall. The former diesel UST, reportedly removed in 1999, was used to fuel the back-up generator for the mall building. The approximate 50-gallon AST is currently used to fuel the backup generator. No obvious staining of the ground surface adjacent to the AST was observed during the site walkthrough; however, based on the partially in-ground design of the AST, underlying soil could not be observed for possible leaks. Based on the design of the AST, ESP considers its presence to be a REC. On November 18, 1999, NCDENR issued a notice of no further action (NFA) for the 500-gallon diesel UST system. Based on the NFA letter, ESP does not consider the former 500-gallon UST to be a REC and is considered by ESP to be a HREC.

Electrical transformers are a potential source of environmental concern due to the presence of coolant oils that may contain polychlorinated biphenyl (PCB) compounds in older transformers. During the site walkthrough, ESP observed six pole-mounted transformers on two poles and seven pad-mounted transformers across the site. Based on the lack of indications of a release on the transformers or on the ground beneath the transformers, ESP does not consider their presence to be a REC.

During the site walkthrough, ESP did not observed any significant accumulations of solid waste on the subject site. Solid waste and used cooking oil dumpsters were observed on the western side of mall building. Based on the lack of indications of staining in the area of the dumpsters, ESP does not consider their presence to be a REC.

During our site walkthrough, no evidence of hazardous substances or petroleum products was observed on the subject site with the exception of a number of small labeled containers of cleaning products associated with upkeep of the interior of the buildings along with the existing diesel AST detailed in Section 5.3.1 of this report. Based on the small quantities and lack of any observed spills, ESP does not consider the presence of the small containers of cleaning products to be a REC.

Wall-mounted electrical boxes and natural gas meters were observed on the eastern wall of the site's mall building. The site was reported to be connected to city water and sewer, with a number of stormwater drains located across the site. No water supply wells or on-site septic systems were observed or reported to exist on the site.

During the November 8, 2013, site walkthrough, ESP observed the interior of the site's structures which include a vacant movie theater, an operating K&W restaurant, and the main mall structure. ESP did not observe any RECs associated with the interior of the site's structures. It should be noted that asbestos and lead-based paint (LBP) surveys are not a part of a standard ASTM Phase I ESA and thus were not performed.

No other environmental concerns were noted during the exterior site walkthrough, interviews, or database search with the exception of the presence of two monitoring wells located on the northern portion of the site. The monitoring wells are reported to be associated with a drycleaner release from the former Highlander Center Laundry and a petroleum release from the Country Cupboard station, both located across Statesville Boulevard and either hydraulically upgradient or crossgradient of the site. Based on interviews and available documents, ESP does not consider the former drycleaner and petroleum releases to be a REC based on their regulatory status.

#### **ON-SITE CONCERNS & RECOGNIZED ENVIRONMENTAL CONDITIONS**

No on-site RECs were observed or noted during our site visit, interviews or records review of the subject site with the exception of the following:

- ❑ The site's existing approximate 50-gallon diesel AST used to full the site's emergency generator is considered by ESP to be a REC based on the partially in-ground design of the AST which precludes the ability to observe underlying soils for possible leaks.

ESP does not consider the site's former 500-gallon diesel UST to be a REC based on the issuance of a NFA letter dated November 18, 1999, but instead is considered to be a HREC.

#### **OFF-SITE CONCERNS**

No off-site environmental concerns were noted during our site walkthrough or records review.

- ❑ ESP does not consider the off-site hydraulically upgradient former Highlander Center Laundry drycleaner release site to be a REC based on current reported groundwater conditions and its regulatory status.
- ❑ ESP does not consider the off-site hydraulically crossgradient Country Cupboard release site to be a REC based on current reported groundwater conditions and its regulatory status.

No other identified off-site regulatory incidents were considered by ESP to be RECs based either on their regulatory status, distance, and/or topographic relationship to the subject site.

#### **OPINION**

It is the environmental professional's opinion that none of the findings documented in Sections 7.2 and 7.3 of this report indicate an existing release, a past release, or a material threat of a release of hazardous or petroleum substances that have a potential to adversely affect environmental conditions at the subject property with the exception of an existing approximate 50-gallon diesel AST used to full the site's emergency generator. ESP recommends that soil

samples be collected from the area of the AST to be analyzed by a laboratory for petroleum constituents. Additionally, ESP also recommends that an asbestos and LBP survey be performed prior to performing any significant renovations to the site's structures.

## **CONCLUSIONS**

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-05 on the approximate 32.66-acre developed subject site, comprised of Tax ID Nos. 331-078, 331-143, and 331-2240001, the property. Any exceptions to, or deletions from, this practice are described in Section 10.0 of this report. This assessment has revealed no evidence of either on-site or off-site RECs in connection with this property with the exception of an existing approximate 50-gallon diesel AST used to full the site's emergency generator.

## 1.0 INTRODUCTION

### 1.1 PURPOSE

As part of a potential real estate transaction, Rowan County Government contracted with ESP Associates, P.A. (ESP) to perform a Phase I Environmental Site Assessment (ESA) at the subject site (see Figures 1 through 3 in Appendix A).

### 1.2 DETAILED SCOPE OF SERVICES

The Phase I ESA was performed in general accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (Designation E 1527-05). The purpose of our services was to determine if “recognized environmental conditions” (RECs) are present at or near the subject site. ASTM E 1527-05 defines RECs as *“the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.”* RECs pose a potential to adversely affect environmental conditions at a site, and RECs represent a potential financial liability to property owners, purchasers and lenders in that local, state and/or federal requirements to address the RECs may be expensive and time-consuming. A historical recognized environmental condition (HREC) is defined by ASTM as *an environmental condition which in the past would have been considered a REC, but which may or may not be considered a REC currently.*

Our proposed scope of services for this Phase I ESA did not include sampling or evaluating buildings for mold, radon or asbestos-containing materials, evaluating ambient air quality, identifying wetlands, or testing soil, air, surface water, drinking water, or groundwater for chemical contaminants. It was not the purpose of the Phase I ESA to determine the actual presence, degree or extent of contamination, if any, on the site.

### **1.3 SIGNIFICANT ASSUMPTIONS**

This report presents the findings of the environmental assessment recently performed at the site. The opinions included herein are based on the information obtained during the study and on our experience. This report is based on limited observations made on the dates noted and using the procedures described herein. The findings of our assessment are relevant to the dates of our site work and the publication dates of the regulatory lists reviewed. This report should not be relied upon to represent site conditions on other dates.

### **1.4 LIMITATIONS AND EXCEPTIONS**

This report may contain certain information regarding the previous and current ownership of the property, which is provided for informational purposes only. The information provided herein is not to be construed in any manner as a real estate title report, title opinion, or title certification and is based solely on ESP's limited review of certain records and documents recorded with the relevant county deed and transfer offices.

### **1.5 SPECIAL TERMS AND CONDITIONS**

No special terms and conditions were associated with the completion of this Phase I ESA.

### **1.6 USER RELIANCE**

This report is intended for the use of Rowan County Government. The contents of this report should not be relied upon by any other parties without the express written consent of ESP. Use or reliance on this report signifies agreement to the terms and conditions of our contract with Rowan County Government. The findings are relevant to the dates of our site work and should not be relied upon to represent site conditions on other dates.

## **2.0 SITE DESCRIPTION**

Information regarding the site description and current status of the site was obtained by records review, interviews, and on-site observations by Messer's William Bradner, Eddie Rogers, and Christopher Ward, Environmental Professionals experienced in conducting environmental site assessments.

### **2.1 LOCATION AND LEGAL DESCRIPTION**

The approximate 32.66-acre subject site comprised of Tax ID Nos. 331-078, 331-143, and 331-2240001 is located at the southwest corner of the intersection of W. Jake Alexander Boulevard and Statesville Boulevard in Salisbury, Rowan County, North Carolina (see Figures 1 through 3 in Appendix A). According to the Rowan County GIS website, the tax parcel's listed acreage, street address, owner, and owner address is listed as follows:

- ❑ Tax Parcel No. 331-078 (25.56-acres) 1935 W. Jake Alexander Boulevard – Wells Fargo Bank NA Trustee, 5221 N O'Conner Boulevard Suite 600, Irving, Texas 75039
- ❑ Tax Parcel No. 331-143 (2.17-acres) 1951 Statesville Boulevard – North Salisbury Realty, LLC, 150 Great Neck Road Suite 304, Great Neck, New York 11021
- ❑ Tax Parcel No. 331-2240001 (4.93-acres) 1925 W. Jake Alexander Boulevard – North Salisbury Realty, LLC, 150 Great Neck Road Suite 304, Great Neck, New York 11021

Rowan County GIS website tax cards for the subject tax parcels are provided in Appendix H.

### **2.2 SITE AND VICINITY GENERAL CHARACTERISTICS**

The subject site is comprised of the main Salisbury Mall structure along with two built-out outparcels and associated asphalt parking and landscaped areas (see Figures 1 through 3 in Appendix A). The surrounding area consists of apartments, townhomes, and retail businesses. Topographic elevations across the site range from approximately 750 feet above mean sea level (MSL) along the central and eastern portions of the site to approximately 730 feet MSL along the northwest portion of the site. Based on our interpretation of the USGS topographic quadrangle

map and on-site observations, surface water at the site is expected to flow to the northwest (see Figure 1 in Appendix A).

### **2.3 CURRENT USE OF THE PROPERTY**

The subject site is the location of the operating Salisbury Mall and associated out-parcel retail businesses.

### **2.4 DESCRIPTIONS OF STRUCTURES, ROADS AND OTHER IMPROVEMENTS ON THE SITE**

The approximate 32.66-acre site is comprised of the main Salisbury Mall structure, two built-out outparcels, and associated asphalt parking and landscaped areas. The approximate 141,593-sqft main mall structure (Tax Parcel No. 331-078) was reportedly built in 1985 while current tenants include:

- Urban Trends
- Payless Shoe Source
- GQ Menswear
- Kay Jewelers
- T.B.X Alterations
- Claire's
- Books-A-Million
- GNC
- Iron Dragon
- Babcock Home Furniture
- Peking Chinese Food
- Cookies and more...
- Thelma's
- Reeds Jewelers
- Super Nails
- Dollar Tree

Current tenants of the two out-parcels include:

- Tax Parcel No. 331-143 – A closed approximate 16,635-sqft movie theater reportedly built in 1978.
- Tax Parcel No. 331-2240001 – An operating K&W Cafeteria located within an approximate 11,000-sqft building built between 1999 and 2003.

See site photographs in Appendix B.

## **2.5 CURRENT USES OF ADJOINING PROPERTIES**

As shown on Figures 1 through 3 in Appendix A, the subject site is bordered to the:

- North - by Statesville Boulevard and retail businesses;
- East - by West Jake Alexander Boulevard and retail businesses;
- South - by Clancy Hills Apartments; and
- West - Westridge Place Apartments, undeveloped woods, and several retail establishments.

Photographs taken of the site, its pertinent features, and adjacent properties are included in Appendix B.

## **2.6 SITE GEOLOGY AND HYDROGEOLOGY**

A consideration of surface and subsurface drainage and geology are of interest since they provide an indication of the direction that contamination, if present on-site or off-site, could be transported. It was not the purpose of this study to evaluate the geotechnical conditions of the site or to assess engineering/geological concerns such as foundation conditions, faulting, or subsidence.

Based on a review of the Geologic Map of North Carolina (1985), the subject site is located within the Carolina Slate Belt, locally comprised of intrusive rock consisting of metamorphosed mafic rock – metagabbro, metadiorite, and mafic plutonic-volcanic complexes. The soils

encountered in this area are the residual product of chemical weathering of rock presently underlying the site. The soil weathering is more advanced near the surface grading with depth to less weathered rock and finally bedrock.

The site is located in the Piedmont Physiographic Province of North Carolina (Piedmont), which consists of low rounded hills and long rolling northeast to southwest trending ridges with incised creek channels. Topographic elevations across the site range from approximately 750 feet above MSL along the central and eastern portions of the site to approximately 730 feet MSL along the northwest portion of the site. Surface drainage patterns within the Piedmont typically indicate the direction contaminants would be transported by surface water or groundwater. Based on our interpretation of the USGS topographic quadrangle map and on-site observations, surface water at the site is expected to flow to the northwest (see Figure 1 in Appendix A). Surface drainage from the site and adjacent properties could be influenced by cultural features, such as buildings, paved areas, curbs, gutters, and storm drain systems.

The direction and movement of groundwater through soil is dependent on soil type and the presence of relict structures and textures of the underlying rock. Fractures, faults, folds, and foliation planes affect the migration of groundwater in rock. No major geologic features (faults, etc.) are present on or near the site; therefore, it is reasonable to assume that the direction of near-surface groundwater flow under static conditions for most of the site (no pumping interference) approximates the surface topography of the site. Groundwater recharge within the Piedmont region generally occurs on upland areas. The residual soils and weathered rock (saprolite) act as an infiltration medium and reservoir for water to seep into the fractures and joints of the underlying rock. Discharge from the system occurs at surface water features such as streams and lakes or at the base of slopes.

The term “upgradient” refers to a location hydraulically upstream from the subject site. Contaminants on an upgradient site could potentially impact the site if they were released on or beneath the ground surface and subsequently contaminate the groundwater. Conversely, a “downgradient site” relative to the subject site is not considered a potential contamination source because a contaminant release affecting groundwater would be traveling away from the site.

## **2.7 SOIL CHARACTERISTICS**

The Rowan County Soil Survey indicates that soils at the site are classified as Urban Land (Ur). The Ur map unit consists of areas where more than 88 percent of the surface area is covered with asphalt, concrete, buildings, or other impervious cover. Most of the soil material has been cut, filled and graded, and the natural characteristics altered or destroyed.

## **2.8 SURFACE WATER CHARACTERISTICS**

During the site walkthrough, ESP did not observe any surface water features on or immediately adjacent to the subject site (see Figures 1 through 3 in Appendix A). Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (3710574100J, 3710575000J, and 3710575100J, dated June 16, 2009) did not identify either a 100 or a 500-year flood zone on the site (see FEMA FIRM map in Appendix D). A U.S. Department of the Interior Fish & Wildlife Service National Wetlands Inventory map did not identify any designated wetland areas on the site (see wetlands map in Appendix D). Please note that National Wetlands Inventory maps are not considered to be official wetland delineations.

### **3.0 USER PROVIDED INFORMATION**

Ms. Kathryn P. Jolly of Rowan County Government completed the user questionnaire, which is included as Appendix F. The user questionnaire was used in completion of the following sections.

#### **3.1 TITLE RECORDS**

Ms. Jolly reported that a Rowan County attorney is familiar with the property and will begin the closing process by the end of the week of November 8, 2013. No chain-of-title research was provided to ESP as of the date of this report.

#### **3.2 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS**

Ms. Jolly reported that she is not aware of any environmental cleanup liens or any activity and use limitations (AULs) filed or recorded under federal, tribal, state or local law for the property; however, NCDENR requested permission to install two monitoring wells on mall property to assess for contaminants from an adjoining off-site property release.

#### **3.3 SPECIALIZED KNOWLEDGE**

Ms. Jolly reported that she does not have any specialized knowledge or experience related to the property nor nearby properties.

#### **3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION**

Ms. Jolly reported that she is not aware of any commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of a release or threatened release on the property with the exception that a previous Phase I report was performed for the site in 2012 (a copy of report is provided in Appendix E).

### **3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES**

Ms. Jolly reported that the purchase price for the property reasonably reflects the fair market value of the property.

### **3.6 OWNER, PROPERTY MANAGER AND OCCUPANT INFORMATION**

No applicable response was provided.

### **3.7 REASON FOR PERFORMING PHASE I ESA**

Ms. Jolly reported the reason for performing the Phase I ESA was part of due diligence for the purchase of the property.

### **3.8 OTHER**

Ms. Jolly reported that Rowan County Government would be the sole party relying on the Phase I ESA report.

## 4.0 RECORDS REVIEW

### 4.1 STANDARD ENVIRONMENTAL RECORD SOURCES

We contracted with Environmental Data Resources, Inc. (EDR) to assemble a summary of sites listed on Federal and State records in the site vicinity. A copy of the November 5, 2013, EDR report is presented in Appendix D. The EDR report and other sources of information were reviewed to evaluate the site and surrounding area for contaminated sites and/or potential sources of environmental contamination that could impact the subject site. Please note that regulatory listings include only those sites that are known to the regulatory agencies at the time of publication to be 1) contaminated, 2) in the process of evaluation for potential contamination, or 3) regulated. A summary of the information presented in the EDR report and the historical record review of the site and surrounding properties is presented below.

#### 4.1.1 CERCLIS-NFRAP

CERCLIS-NFRAP: Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. The CERCLIS-NFRAP list was last updated April 26, 2013. The subject site was not listed on the CERCLIS-NFRAP list; however, one property within a 0.5-mile search distance of the site was identified.

- USA Reserve XVIII Airborne Corps, 1825 Woodleaf Road, 1/8 - 1/4 mile NNE

Based on the above property's regulatory status and distance to the subject site, ESP considers the risks posed by this off-site property to the subject site to be low and thus is not considered to be a REC.

#### 4.1.2 RCRA-LQG

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms of hazardous waste, or over 1 kg of acutely hazardous waste per month. The RCRA-LQG database was last updated on July 11, 2013. The subject site was not listed on the RCRA-LQG database; however, one off-site property within a 0.25-mile search distance of the site was identified on the list.

- CVS Pharmacy #7539, 1924 Statesville Boulevard, 0 - 1/8 mile ENE

Based on the above property's regulatory status and lack of reported incidents, ESP considers the risks posed by this off-site property to the subject site to be low and thus is not considered to be a REC.

#### 4.1.3 RCRA-SQG

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kilograms and 1,000 kilograms of hazardous waste per month. The RCRA-SQG database was last updated on July 11, 2013. The subject site was not listed; however, one property within the 0.25-mile search distance of the site was identified.

- NCDSCA 080-0006 (Highlander Cntr Laundry), 2000 Statesville Blvd, 0 - 1/8 mile NE

Based on its regulatory status, review of a recent groundwater monitoring report, and interviews (see Sections 4.7 and 6.4 of this report), ESP considers the risk posed by this off-site property to the subject site to be low and thus is not considered to be a REC.

#### 4.1.4 SHWS

North Carolina State Hazardous Waste Site (SHWS) records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. The SHWS database was last updated May 24, 2013. The subject site was not listed on the SHWS database; however, 7 properties within the 1.0-mile search distance were identified.

- ❑ Woodleaf Road Solvent Site, 2021 Woodleaf Road, 0 - 1/8 mile N
- ❑ USA Reserve XVIII Airborne Corps, 1825 Woodleaf Road, 1/8 - 1/4 mile NNE
- ❑ Woodleaf & Ridge PCE, 3150 Woodleaf Road, 1/2 - 1 mile NNW
- ❑ Myers Brothers Gin, Inc., 3165 Woodleaf Road, 1/2 - 1 mile NNW
- ❑ Statesville Boulevard Contamination, 2620 Statesville Boulevard, 1/2 - 1 mile WNW
- ❑ Milford Hills PCE Site, Spring and Colonial Drive, 1/8 - 1/4 mile ESE
- ❑ Chevron, 1825 Jake Alexander Boulevard, 1/4 - 1/2 mile SE

Based on the above identified properties' regulatory status and/or their distance and topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs.

#### 4.1.5 LUST

The NCDENR Leaking Underground Storage Tank (LUST) database was reviewed to identify reported leaking underground storage tank incidents. The LUST database was last updated August 9, 2013. The subject site was not listed; however, 11 off-site properties within the 0.5-mile search distance were identified on the database.

- ❑ Country Cupboard (former), 2001 Woodleaf Road, 0 - 1/8 mile N  
Incident Phase: Follow Up
- ❑ Milford Hills United Methodist, 1630 Statesville Boulevard, 1/4 - 1/2 mile E

Incident Phase: Closed Out

- ❑ Weaver Residence, 1714 Bellevue Road, ¼ - ½ mile ENE

Incident Phase: Closed Out

- ❑ Bivens Property, 2222 Statesville Boulevard, ¼ - ½ mile NW

Incident Phase: Closed Out

- ❑ Burnham Residence, 130 West Colonial Drive, ⅛ - ¼ mile ESE

Incident Phase: Closed Out

- ❑ Milford Hills PCE Site, Spring Drive & West Colonial Drive, ⅛ - ¼ mile ESE

Incident Phase: Closed Out

- ❑ US Army Reserve Training Center, 1835 Jake Alexander Boulevard, ⅛ - ¼ mile SE

Incident Phase: Closed Out

- ❑ Roy Residence, 1616 Wiltshire Road, ¼ - ½ mile ESE

Incident Phase: Closed Out

- ❑ Food Lion, Harrison Road, ¼ - ½ mile S

Incident Phase: Closed Out

- ❑ Food Lion #2, 2110 Executive Drive, ¼ - ½ mile SSE

Incident Phase: Not Reported

- ❑ Food Lion, 2110 Executive Drive, ¼ - ½ mile SSE

Incident Phase: Not Reported

Based on the above identified properties' regulatory status, distance and/or topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs. Based on a telephone conversation with Mr. Dan Graham of NCDENR (see Section 6.4 of this report), ESP considers the risk posed by the hydraulically cross-gradient off-site Country Cupboard (current BP) petroleum release to the subject site to be low and thus is not considered to be a REC. The Country Cupboard petroleum release is reportedly in the process of obtaining a notice of NFA with any remaining groundwater impact restricted to the Country Cupboard site.

#### 4.1.6 LUST TRUST

The LUST TRUST database contains information about claims against the State Trust Funds for reimbursements for expenses incurred while remediating Leaking USTs. The LUST TRUST database was reviewed to identify reported leaking underground storage tank incidents. The LUST TRUST database was last updated October 11, 2013. The subject site was not listed on the LUST TRUST database; however, four properties within the 0.5-mile search distance were identified on the database.

- ❑ Weaver Residence, 1714 Bellevue Road, ¼ - ½ mile ENE  
Incident Phase: Closed Out
- ❑ Bivens Property, 2222 Statesville Boulevard, ¼ - ½ mile NW  
Incident Phase: Closed Out
- ❑ Burnham Residence, 130 West Colonial Drive, ⅛ - ¼ mile ESE  
Incident Phase: Closed Out
- ❑ Food Lion, 2110 Executive Drive, ¼ - ½ mile SSE  
Incident Phase: Not Reported

Based on the above identified properties' regulatory status, distance and/or topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs.

#### 4.1.7 LAST

The leaking aboveground storage tank (LAST) database is an NCDENR of reported locations within North Carolina. The database was last updated on August 5, 2013. The subject site was not identified on the LAST database; however, two properties within a 0.5-mile search distance of the site were identified.

- ❑ Former Exxon Terminal, 1715 Jake Alexander Boulevard, ¼ - ½ mile SE  
Incident Phase: Response
- ❑ Southern States Cooperative, 1710 Jake Alexander Boulevard, ¼ - ½ mile SE  
Incident Phase: Response

Based on the above identified properties' distance and topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs.

#### 4.1.8 Registered UST

The North Carolina Department of Environment and Natural Resources (NCDENR) Underground Storage Tank (UST) Database was reviewed to identify registered USTs located on adjacent properties and on the subject site. This list does not include residential and some non-residential heating oil USTs that are not required to register with the State of North Carolina. The UST database was last updated August 9, 2013. The subject site was not listed; however, 5 off-site properties within the 0.25-mile search distance were identified on the database.

- ❑ Rushco 11 Amoco, 2004 Statesville Boulevard, 0 - 1/8 mile NE  
One current 15,000-gallon gasoline UST and one current 8,000-gallon gasoline UST
- ❑ Country Cupboard, 2010 Statesville Boulevard, 0 - 1/8 mile NE  
Three 4,000-gallon gasoline USTs, one 4,000-gallon kerosene UST removed in 1992, one current 4,000-gallon kerosene UST, one current 6,000-gallon gasoline UST, and one current 10,000-gallon gasoline UST
- ❑ Reds Place, Woodleaf Road, 0 - 1/8 mile N  
One 280-gallon kerosene UST, two 550-gallon gasoline USTs, and one 1,000-gallon gasoline UST removed in 1980
- ❑ Ed Kluttz, 13 Holly Avenue, 1/8 - 1/4 mile N  
One 275-gallon gasoline UST removed in 1990
- ❑ Concrete Supply Company, 1833 Jake Alexander Boulevard, 1/8 - 1/4 mile SSE  
One 5,000-gallon diesel UST removed in 1998 and one current 10,000-gallon diesel UST

Based on the above identified properties' regulatory status, distance and/or topographic relationship to the subject sites, ESP considers risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs.

#### 4.1.9 VCP

Voluntary Cleanup Program (VCP): Responsible Party Voluntary Action Sites from NCDENR. The VCP database was last updated on May 24, 2013. The subject site was not identified on the VCP database; however, one property within the 0.5-mile search distance of the site was identified.

- Chevron, 1825 Jake Alexander Boulevard, ¼ - ½ mile SE

Based on the above identified property's distance and topographic relationship to the subject site, ESP considers the risk posed by the off-site property to the subject site to be low and thus is not considered to be a REC.

#### 4.1.10 IMD

The NCDENR Incident Management Database (IMD) identifies sites of known groundwater and/or soil contaminant incidents. Most of the sites identified on the list are associated with LUSTs. The IMD list was last updated July 21, 2006. The subject site was not listed; however, 13 off-site properties within the 0.5-mile search distance were identified on the database.

- Country Cupboard (former), 2001 Woodleaf Road, 0 - ⅛ mile N  
Incident Phase: Follow Up
- Woodleaf Road Solvent Site, 2021 Woodleaf Road, 0 - ⅛ mile N  
Incident Phase: Discovery
- Weaver Residence, 1714 Bellevue Road, ¼ - ½ mile ENE  
Incident Phase: Closed Out
- Bivens Property, 2222 Statesville Boulevard, ¼ - ½ mile NW  
Incident Phase: Closed Out
- Burnham Residence, 130 West Colonial Drive, ⅛ - ¼ mile ESE  
Incident Phase: Closed Out
- Milford Hills PCE Site, Spring Drive & West Colonial Drive, ⅛ - ¼ mile ESE  
Incident Phase: Closed Out
- Milford Hills PCE Site, Spring and West Colonial Drive, ⅛ - ¼ mile ESE

Incident Phase: Closed Out

- ❑ US Army Reserve Training Center, 1835 Jake Alexander Boulevard, 1/8 - 1/4 mile SE

Incident Phase: Closed Out

- ❑ Chevron, 1825 Jake Alexander Boulevard, 1/4 - 1/2 mile SE

Incident Phase: Response

- ❑ Roy Residence, 1616 Wiltshire Road, 1/4 - 1/2 mile ESE

Incident Phase: Closed Out

- ❑ Food Lion, Harrison Road, 1/4 - 1/2 mile S

Incident Phase: Closed Out

- ❑ Former Exxon Terminal, 1715 Jake Alexander Boulevard, 1/4 - 1/2 mile SE

Incident Phase: Response

- ❑ Southern States Cooperative, 1710 Jake Alexander Boulevard, 1/4 - 1/2 mile SE

Incident Phase: Response

Based on the above identified properties' regulatory status, distance and/or topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs. Based on a telephone conversation with Mr. Dan Graham of NCDENR (see Section 6.4 of this report), ESP considers the risk posed by the hydraulically cross-gradient off-site Country Cupboard (current BP) petroleum release to the subject site to be low and thus is not considered to be a REC. The Country Cupboard petroleum release is reportedly in the process of obtaining a notice of NFA with any remaining groundwater impact restricted to the Country Cupboard site.

#### **4.1.11 RCRA-NonGen**

RCRA-NonGen: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. The RCRA-NonGen database was last updated on July 11,

2013. The subject site was not identified on the RCRA-NonGen database; however, one property within the 0.25-mile search distance was identified.

- USA Reserve XVIII Airborne Corps, 1825 Woodleaf Road, 1/8 - 1/4 mile NNE

Based on the above identified property's regulatory status and distance to the subject site, ESP considers the risk posed by the off-site property to the subject site to be low and thus is not considered to be a REC.

#### **4.1.12 Drycleaner**

Potential and known drycleaning sites, active and abandoned, that the Drycleaning Solvent Cleanup Program has knowledge of and entered into this database. The DRYCLEANER database was last updated on September 17, 2013. The subject site was not identified on the DRYCLEANERS database; however, one property within the 0.25-mile search distance was identified.

- Highlander Center Laundry, 2000 Statesville Boulevard, 0 - 1/8 mile NE

Based on its regulatory status, review of a recent groundwater monitoring report, and interviews (see Sections 4.7 and 6.4 of this report), ESP considers the risk posed by this off-site property to the subject site to be low and thus is not considered to be a REC.

#### **4.1.13 EDR Historical Auto Stations**

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. The subject site was not identified on the Historical Auto Stations database; however, three properties within the 0.25-mile search distance of the site were identified.

- Country Cupboard BP, 2010 Statesville Boulevard, 0 - 1/8 mile NNE

- ❑ Master Lube Express, 1928 Statesville Boulevard, 0 - 1/8 mile ENE
- ❑ Midas Auto Service Experts, 2130 Statesville Boulevard, 0 - 1/8 mile NW

Based on the above identified properties' regulatory status and/or topographic relationship to the subject site, ESP considers the risks posed by these off-site properties to the subject site to be low and thus are not considered to be RECs. Based on a telephone conversation with Mr. Dan Graham of NCDENR (see Section 6.4 of this report), ESP considers the risk posed by the hydraulically cross-gradient off-site Country Cupboard BP petroleum release to the subject site to be low and thus is not considered to be a REC. The Country Cupboard petroleum release is reportedly in the process of obtaining a notice of NFA with any remaining groundwater impact restricted to the Country Cupboard site.

#### **4.1.14 EDR Historical Cleaners**

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, Laundromat, cleaning/laundry, wash & dry etc. The subject site was not identified on the Historical Cleaners database; however, two properties within the 0.25-mile search distance of the site were identified.

- ❑ Bells 60 Minute Cleaners, 2134 Statesville Boulevard, 0 - 1/8 mile NW
- ❑ Maytag Laundry, 2172 Statesville Boulevard, 1/8 - 1/4 mile NW

Based on the above identified properties' lack of reported regulatory incidents and lower topographic relationship to the subject site, ESP considers the risks posed by the off-site properties to the subject site to be low and thus are not considered to be RECs.

#### **4.1.15 Other Lists**

The subject site and surrounding properties within their respective search distances did not appear on other lists in the EDR report. Our review of EDR's orphan site list using the limited location

data provided did not reveal any listed sites within the immediate area of the subject site with the exception of a LUST incident at the McDonald's located adjacent to the site's northeastern boundary (see EDR addendum in Appendix D). The McDonald's LUST incident was reported to be closed on August 20, 2007, and thus is not considered to be a REC.

#### **4.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES**

A Google web search of the property's addresses on the internet did not identify any environmental concerns regarding the subject site with the exception of a number of responses related to the two existing monitoring wells on the site.

#### **4.3 PHYSICAL SETTING SOURCES**

The physical setting of the site was completed using information obtained from a site reconnaissance, USGS topographic quadrangle maps, historical aerial photographs and interviews.

#### **4.4 HISTORICAL USE INFORMATION ON THE PROPERTY**

A determination of historical usage of the site was based on our review of available historical aerial photographs, USGS topographic quadrangle maps, city directories, and interviews.

##### **4.4.1 Chain of Title**

Ms. Kathryn P. Jolly, of Rowan County Government, reported that a Rowan County attorney is familiar with the property and will begin the closing process by the end of the week of November 8, 2013. At the time of this report, ESP has not received a chain-of-title for the subject site.

#### 4.4.2 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps were not available for the target property. A copy of the EDR Certified Sanborn Map Report documenting “unmapped property” is included in Appendix C.

#### 4.4.3 City Directories

ESP reviewed EDR provided city directories available for the subject site for businesses that were formerly located on the property (see EDR city directories in Appendix C). The following listings were associated with the subject site’s 1935 Jake Alexander Boulevard address.

- 1968 – No current listing
- 1993 – Numerous listings including Wolf Camera, J C Penney, and Shoe Show
- 1999 – Numerous listings including Big Lots, Payless Shoe Store, and Salisbury Mall
- 2003 – Numerous listings including Big Lots, Hibbett Sports, and Bookland
- 2008 – Numerous listings including Belk, J C Penney, and Big Lots
- 2013 – Numerous listings including Belk, Big Lots, and Kay Jewelers

The following listings were associated with the subject site’s 1951 Statesville Boulevard address.

- 1968 – No listing
- 1993 – No listing
- 1999 – No listing
- 2003 – Occupant unknown
- 2008 – No listing
- 2013 – No listing

The following listings were associated with the subject site’s 1925 Jake Alexander Boulevard address.

- 1968 – No listing
- 1993 – No listing
- 1999 – No listing
- 2003 – K&W Cafeteria

- ❑ 2008 – K&W Cafeteria
- ❑ 2013 – K&W Cafeteria

ESP did not identify any listing associated with the subject site’s addresses of 1935 and 1925 Jake Alexander Boulevard and 1951 Statesville Boulevard that would constitute a REC.

#### 4.4.4 Historical Aerial Photographs and Topographic Maps

ESP reviewed historical aerial photographs (1936, 1948, 1960, 1965, 1977, 1983, 1993, 1998, 2005, 2006, 2008, 2009, 2010, and 2012) available for the site vicinity as obtained from EDR. Additionally, historical USGS topographic quadrangle maps for the years 1893, 1969, and 1987 were also reviewed. Copies of the EDR historical aerial photographs and USGS topographic quadrangle maps are included in Appendix C while a description of the data is provided below:

Year	Media	Site Observations
1893	USGS Topo	Site is depicted with no structures.
1936	Aerial	Site appears as mostly farmland with no apparent structures and only single-family residences as adjacent properties.
1948	Aerial	Site appears as mostly farmland with no apparent structures.
1960	Aerial	Site appears as mostly farmland with a small pond located on the site’s western boundary. No structures are apparent on the site.
1965	Aerial	Site appears the same as in the 1960 aerial.
1969	USGS Topo	Site is depicted as mostly fields with no structures. A small pond is depicted on the western portion of the site.
1977	Aerial	Site appears as mostly farmland with no structures.
1983	Aerial	Site appears as mostly farmland with the existing structure and asphalt parking on tax parcel 331-143. No other structures are apparent on the site.
1987	USGS Topo	Site is depicted as mostly fields. The existing structure is depicted on tax parcel 331-143. A small pond is depicted on the western portion of the site. No other structures are depicted on the site.

1993	Aerial	Site appears as it currently exists; however, no building exists on tax parcel 331-2240001.
1998	Aerial	Site appears the same as in the 1993 aerial.
2005	Aerial	Site appears as it currently exists.
2006	Aerial	Site appears as it currently exists.
2008	Aerial	Site appears as it currently exists.
2009	Aerial	Site appears as it currently exists.
2010	Aerial	Site appears as it currently exists.
2012	Aerial	Site appears as it currently exists.

#### **4.5 HISTORICAL USE SUMMARY**

Based on interviews, city directories, and historical aerial photographs and USGS topographic maps, the property has historically consisted of undeveloped farmland with the movie theater being built in 1978 and the mall being built in 1985.

#### **4.6 HISTORICAL USE INFORMATION ON ADJOINING PROPERTIES**

Based on our review of historical information detailed in Section 4.4 of this report, the historical use of adjoining properties has consisted predominantly of single-family residences and more recently townhomes and retail businesses.

#### **4.7 PREVIOUS ENVIRONMENTAL REPORTING**

The Rowan County Government provided ESP with a copy of a May 15, 2012, Phase I ESA report prepared for the subject site. The report, completed by Global Realty Services Group of Laguna Beach, California, did not identify any RECs associated with the site. An abbreviated copy of the report is provided in Appendix E of this report.

Mr. Jay King of NCDENR provided ESP with the most current groundwater monitoring report associated with the nearby off-site drycleaner release site (Highlander Center Laundry) located

across Statesville Boulevard from the site. An abbreviated version of the report titled “Groundwater Monitoring Report Submittal” dated June 18, 2013, prepared by URS Corporation – North Carolina is provided in Appendix E of this report. The report did not identify groundwater analytes above standards in the mall’s monitoring well.

## **5.0 SITE RECONNAISSANCE**

Mr. Eddie Rogers conducted a reconnaissance of accessible portions of the site on November 8, 2013. Aspects of the site reconnaissance included:

- Observing approximate project site boundaries and adjacent properties;
- Observing the topography and general surface drainage patterns;
- Noting evidence of current or past on-site management and/or disposal of potential sources of environmental contaminants; and
- Documenting site features of potential environmental concern.

### **5.1 METHODOLOGY AND LIMITING CONDITIONS**

The reconnaissance was performed by walking the site, its boundaries, and performing a vehicular reconnaissance of the immediate vicinity. Additionally, USGS topographic quadrangle maps and historical aerial photographs were consulted prior to the site reconnaissance, to identify potential areas for closer visual observation. A checklist completed by ESP during the site walk is included in Appendix G.

### **5.2 GENERAL SITE SETTING**

The approximate 34-acre developed subject site, comprised of Tax ID Nos. 331-078, 331-143, 331-176, and 331-2240001, is located at the southwest corner of the intersection of W. Jake Alexander Boulevard and Statesville Boulevard in Salisbury, Rowan County, North Carolina (see Figures 1 through 3 in Appendix A). The site is comprised of the partially occupied Salisbury Mall structure along with two built-out outparcels and associated asphalt parking and landscaped areas. The main mall has a listed address of 1935 Jake Alexander Boulevard. Current tenants of the approximate 141,593-sqft main mall structure (Tax Parcel No. 331-078) include:

- Urban Trends
- Payless Shoe Source
- GQ Menswear
- Kay Jewelers

- T.B.X. Alterations
- Claire's
- Books-A-Million
- GNC
- Iron Dragon
- Babcock Home Furniture
- Peking Chinese Food
- Cookies and more...
- Thelma's
- Reeds Jewelers
- Super Nails
- Dollar Tree

Current tenants of the two out-parcels include:

- Tax Parcel No. 331-143 (approximately 16,635-sqft) - A closed movie theater
- Tax Parcel No. 331-2240001 (approximately 11,000-sqft) - K&W Cafeteria

The surrounding area consists of apartments, townhomes, and retail businesses. Topographic elevations across the site range from approximately 750 feet above MSL along the central and eastern portions of the site to approximately 730 feet MSL along the northwest portion of the site. Based on our interpretation of the USGS topographic quadrangle map and on-site observations, surface water at the site is expected to flow to the northwest.

### **5.3 EXTERIOR OBSERVATIONS**

During our November 8, 2013, site walkthrough, ESP observed and documented land use, structures, debris, utilities, adjacent property use and other features that may have the potential to environmentally impact the subject site. Results of the walkthrough are detailed in the following sections. See site photographs in Appendix B.

### **5.3.1 Storage Tanks**

During our site walkthrough, regulatory database search and interview process, no evidence of underground storage tanks (USTs) (i.e., fill ports and vent pipes) or aboveground storage tanks (ASTs) were identified on the subject site with the exception of a former 500-gallon diesel UST and an approximate 50-gallon diesel AST located on the west side of the mall. The former diesel UST, reportedly removed in 1999, was used to fuel the back-up generator for the mall building. The approximate 50-gallon AST is currently used to fuel the backup generator. No obvious staining of the ground surface adjacent to the AST was observed during the site walkthrough; however, based on the partially in-ground design of the AST, underlying soil could not be observed for possible leaks. Based on the design of the AST, ESP considers its presence to be a REC. See site photographs in Appendix B.

On November 18, 1999, NCDENR issued a notice of no further action (NFA) for the 500-gallon diesel UST system (see Appendix E). Based on the NFA letter, ESP does not consider the former 500-gallon UST to be a REC and is considered by ESP to be a HREC.

### **5.3.2 PCBS**

Electrical transformers are a potential source of environmental concern due to the presence of coolant oils that may contain polychlorinated biphenyl (PCB) compounds in older transformers. During the site walkthrough, ESP observed six pole-mounted transformers on two poles and seven pad-mounted transformers across the site. Based on the lack of indications of a release on the transformers or on the ground beneath the transformers, ESP does not consider their presence to be a REC. See site photographs in Appendix B.

### **5.3.3 Solid Waste**

During the site walkthrough, ESP did not observed any significant accumulations of solid waste on the subject site. Solid waste and used cooking oil dumpsters were observed on the western side of

mall building. Based on the lack of indications of staining in the area of the dumpsters, ESP does not consider their presence to be a REC. See site photographs in Appendix B.

#### **5.3.4 Hazardous Substances and Petroleum Products**

During our site walkthrough, no evidence of hazardous substances or petroleum products was observed on the subject site with the exception of a number of small labeled containers of cleaning products associated with upkeep of the interior of the buildings along with the existing diesel AST detailed in Section 5.3.1 of this report. Based on the small quantities and lack of any observed spills, ESP does not consider the presence of the small containers of cleaning products to be a REC. See site photographs in Appendix B.

#### **5.3.5 Utilities, Water Supply Wells, Septic Systems**

Wall-mounted electrical boxes and natural gas meters were observed on the eastern wall of the site's mall building. The site was reported to be connected to city water and sewer, with a number of stormwater drains located across the site. No water supply wells or on-site septic systems were observed or reported to exist on the site. See site photographs in Appendix B.

#### **5.3.6 Odors, Pools of Liquid, Stains and Corrosion**

No unusual odors, pools of liquid, stains, or corrosion were observed on the site during our walkthrough.

#### **5.3.7 Pits, Ponds, or Lagoons**

No pits, ponds or lagoons were observed on the site during our walkthrough.

### **5.3.8 Other Environmental Concerns**

No other environmental concerns were noted during the exterior site walkthrough, interviews, or database search with the exception of the presence of two monitoring wells located on the northern portion of the site (see Figure 2 in Appendix A). The monitoring wells are reported to be associated with a drycleaner release from the former Highlander Center Laundry (current Exxon station) and from a petroleum release from the Country Cupboard station (current BP station), both located across Statesville Boulevard from the site. Based on regulatory interviews and available documents, ESP does not consider the former drycleaner and petroleum release sites to be a REC based on their regulatory status and reported groundwater conditions.

### **5.4 INTERIOR OBSERVATIONS**

During the November 8, 2013, site walkthrough, ESP observed the interior of the site's structures which include a vacant movie theater, an operating K&W restaurant, and the main mall structure. ESP did not observe any RECs associated with the interior of the site's structures. See site photographs in Appendix B.

It should be noted that asbestos and lead-based paint (LBP) surveys are not a part of a standard ASTM Phase I ESA and thus were not performed.

## **6.0 INTERVIEWS**

ESP personnel conducted interviews with the current site owners and/or their representatives and regulatory personnel. The interviews were performed to ascertain information concerning the subject site as well as information regarding present or past-recognized environmental concerns at the surrounding properties, which could impact the subject site. Copies of our interview questionnaires are included in Appendix G.

### **6.1 INTERVIEW WITH OWNER REPRESENTATIVE**

Steven Keels, an owner representative for the site, was interviewed by telephone on November 12, 2013, concerning the history of the site. Mr. Keels stated that he has been the shopping center manager since April 1989. He stated that the property was formerly a straw field and that the site is environmentally safe in regards to farming, industrial, and maintenance operations. He also stated that there have never been any previous structures on site. Mr. Keels stated that the present powered structures are connected to municipal water and sewer. He stated that a previous UST used to fuel the emergency generator was removed and received a NFA letter from NCDENR in 1999 (copy of letter is provided in Appendix E). He stated that Belk was responsible for the upkeep maintenance and paid for the removal of the UST. He said that a current 50-gallon AST is used to fuel the emergency generator. Mr. Keels stated that the off-site Exxon station was formally a dry cleaner and that the dry cleaner is the reason for the monitoring wells on site. He stated no past releases or fires associated with petroleum or hazardous material occurred on the site and no areas of buried waste/debris or former lagoons, pits, or ponds existed on the site.

### **6.2 INTERVIEW WITH SITE MANAGER**

See Section 6.1 of the report for an interview with the owner representative of the site.

### **6.3 INTERVIEW WITH OCCUPANTS**

The subject site consists of retail tenants; therefore, no interview with an occupant was conducted or applicable.

### **6.4 INTERVIEW WITH LOCAL GOVERNMENT OFFICIALS**

Captain Rick Barkley of the Salisbury Fire Department was interviewed in person on November 8, 2013, to inquire if his department had any record or knowledge of a release or fire involving petroleum or hazardous material on the subject site. Captain Barkley stated that his department has not responded to any fires or spills involving petroleum or hazardous materials on or in the immediate area of the site.

ESP contacted Mr. Jay King of NCDENR DSCA Program by telephone on November 14, 2013, regarding the regulatory status of the nearby Highlander Center Laundry drycleaner release site (current Exxon gas station) located across Statesville Boulevard from the subject site. Mr. King stated that is familiar with the Salisbury Mall and the Highlander Center Laundry site. He said that the Highlander Center Laundry site has been fully assessed and is going to be issued a NFA based on RBCA since a nearby water supply well was recently abandoned. He said that he would go ahead and forward by email the latest report on the Highlander site (see Appendix E). Mr. King said that they recently conducted a soil vapor intrusion study at the McDonald's and that they did not detect any issues with vapor intrusion. He said that the two monitoring wells on the mall property are associated the assessment of the drycleaner and that no impact above standards has been detected in the monitoring wells. He said that any remaining groundwater impacted is restricted to the drycleaner site.

ESP contacted Mr. Dan Graham of NCDENR UST Section by telephone on November 15, 2013, regarding the regulatory status of the nearby Country Cupboard petroleum release site (current BP gas station) located across Statesville Boulevard from the subject site. Mr. Graham stated that he is familiar with the Salisbury Mall and the Country Cupboard LUST site. He said that the Country Cupboard site had a release many years ago and a monitoring well was installed on the

mall property in the mid-1990s. He said that no groundwater impact is associated with the subject mall monitoring well. He said that the Country Cupboard groundwater plume does not extend off-site. He said that they are in the process of public notification for closing out the petroleum release at the Country Cupboard site. Mr. Graham said that the former diesel UST associated with the emergency generator on the Salisbury mall site received a NFA and is not a concern. He knew of the Highlander Center Laundry release site but he also understands that that release is also going toward closure.

## **6.5 INTERVIEW WITH OTHERS**

The User Questionnaire for the subject site was completed by Ms. Kathryn P. Jolly of Rowan County Government (see Appendix F). Responses to the User Questionnaire are discussed in Section 3.0 of this report. No other interviews were conducted as part of this assessment.

## **7.0 FINDINGS**

This section presents a summary of the findings of our environmental assessment, a brief description of the environmental concerns identified at the subject site and off-site properties, our opinion regarding these concerns and our conclusions.

### **7.1 DATA GAPS**

There were no significant data gaps with the possible exception of the lack of provided chain-of-title for the property. Due to the availability of regulatory database records, GIS tax records, interviews, and historical aerials and topographic maps, ESP does not consider the lack of a provided chain-of-title research to be a significant data gap.

### **7.2 ON-SITE CONCERNS & RECOGNIZED ENVIRONMENTAL CONDITIONS**

No on-site RECs were observed or noted during our site visit, interviews or records review of the subject site with the exception of the following:

- ❑ The site's existing approximate 50-gallon diesel AST used to fuel the site's emergency generator is considered by ESP to be a REC based on the partially in-ground design of the AST which precludes the ability to observe underlying soils for possible leaks.

ESP does not consider the site's former 500-gallon diesel UST to be a REC based on the issuance of a NFA letter dated November 18, 1999, but instead is considered to be a HREC.

### **7.3 OFF-SITE CONCERNS**

No off-site environmental concerns were noted during our site walkthrough or records review.

- ❑ ESP does not consider the off-site hydraulically upgradient former Highlander Center Laundry drycleaner release site to be a REC based on reported current groundwater conditions and its regulatory status.

- ESP does not consider the off-site hydraulically crossgradient Country Cupboard release site to be a REC based on reported current groundwater conditions and its regulatory status.

No other identified off-site regulatory incidents were considered by ESP to be RECs based either on their regulatory status, distance, and/or topographic relationship to the subject site.

## **8.0 OPINION**

It is the environmental professional's opinion that none of the findings documented in Sections 7.2 and 7.3 of this report indicate an existing release, a past release, or a material threat of a release of hazardous or petroleum substances that have a potential to adversely affect environmental conditions at the subject property with the exception of an existing approximate 50-gallon diesel AST used to full the site's emergency generator. ESP recommends that soil samples be collected from the area of the AST to be analyzed by a laboratory for petroleum constituents. Additionally, ESP also recommends that an asbestos and LBP survey be performed prior to performing any significant renovations to the site's structures.

## **9.0 CONCLUSIONS**

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-05 on the approximate 32.66-acre developed subject site, comprised of Tax ID Nos. 331-078, 331-143, and 331-2240001, the property. Any exceptions to, or deletions from, this practice are described in Section 10.0 of this report. This assessment has revealed no evidence of either on-site or off-site RECs in connection with this property with the exception of an existing approximate 50-gallon diesel AST used to full the site's emergency generator.

## **10.0 DEVIATIONS**

No deviations to the scope and limitations of ASTM Practice E 1527-05 were encountered during completion of this Phase I ESA.

## **11.0 ADDITIONAL SERVICES**

Additional services outside of the scope and limitations of ASTM Practice E 1527-05 were not performed as part of this Phase I ESA and were not contracted between Rowan County Government and ESP.

## 12.0 REFERENCES

Environmental Data Resources, Inc. (EDR), November 5, 2013, Salisbury Mall, 1935 W. Jake Alexander Boulevard, Salisbury, North Carolina. The EDR Radius Map Report with GeoCheck, Inquiry Number: 3777191.2s.

EDR, November 5, 2013, Salisbury Mall, 1935 W. Jake Alexander Boulevard, Salisbury, North Carolina. Certified Sanborn Map Report, Inquiry Number: 3777191.3.

EDR, November 5, 2013, Salisbury Mall, 1935 W. Jake Alexander Boulevard, Salisbury, North Carolina. EDR Historical Topographic Map Report, Inquiry Number: 3777191.4.

EDR, November 6, 2013, Salisbury Mall, 1935 W. Jake Alexander Boulevard, Salisbury, North Carolina. The EDR Aerial Photo Decade Package, Inquiry Number: 3777191.5.

EDR, November 9, 2013, Salisbury Mall, 1935 W. Jake Alexander Boulevard, Salisbury, North Carolina. The EDR-City Directory Image Report, Inquiry Number: 3777191.6.

“Groundwater Monitoring Report Submittal” dated June 18, 2013, by URS Corporation – North Carolina

“Phase I Environmental Site Assessment” report, dated May 15, 2012, by Global Realty Services Group

Rowan County, North Carolina GIS website; <http://rowan2.connectgis.com/>

1985 Geologic Map of North Carolina, The North Carolina Geological Survey, Phillip M. Brown, 1985.

United States Geological Survey, 1987, 7.5-minute Topographic Map of Rowan Mills, North Carolina, USGS, Reston, VA.

United States Geological Survey, 1987, 7.5-minute Topographic Map of Salisbury, North Carolina, USGS, Reston, VA.

FEMA Flood Insurance Rate Map 3710574100J, dated June 16, 2009.

FEMA Flood Insurance Rate Map 3710575000J, dated June 16, 2009.

FEMA Flood Insurance Rate Map 3710575100J, dated June 16, 2009.

United States Department of Interior Fish and Wildlife Service National Wetlands Inventory Map; [www.fws.gov/wetlands/data/index.html](http://www.fws.gov/wetlands/data/index.html)

United States Department of Agriculture, Natural Resources Conservation Service. Soil Survey of Rowan County, North Carolina. <http://websoilsurvey.nrcs.usda.gov/>

### 13.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

I declare that, to the best of my professional knowledge, and belief, I meet the definition of Environmental Professional as defined in §312.10 of CFR 312 and I have the specified qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



---

Christopher J. Ward, PG  
*ESP Associates, P.A.*

11/19/13

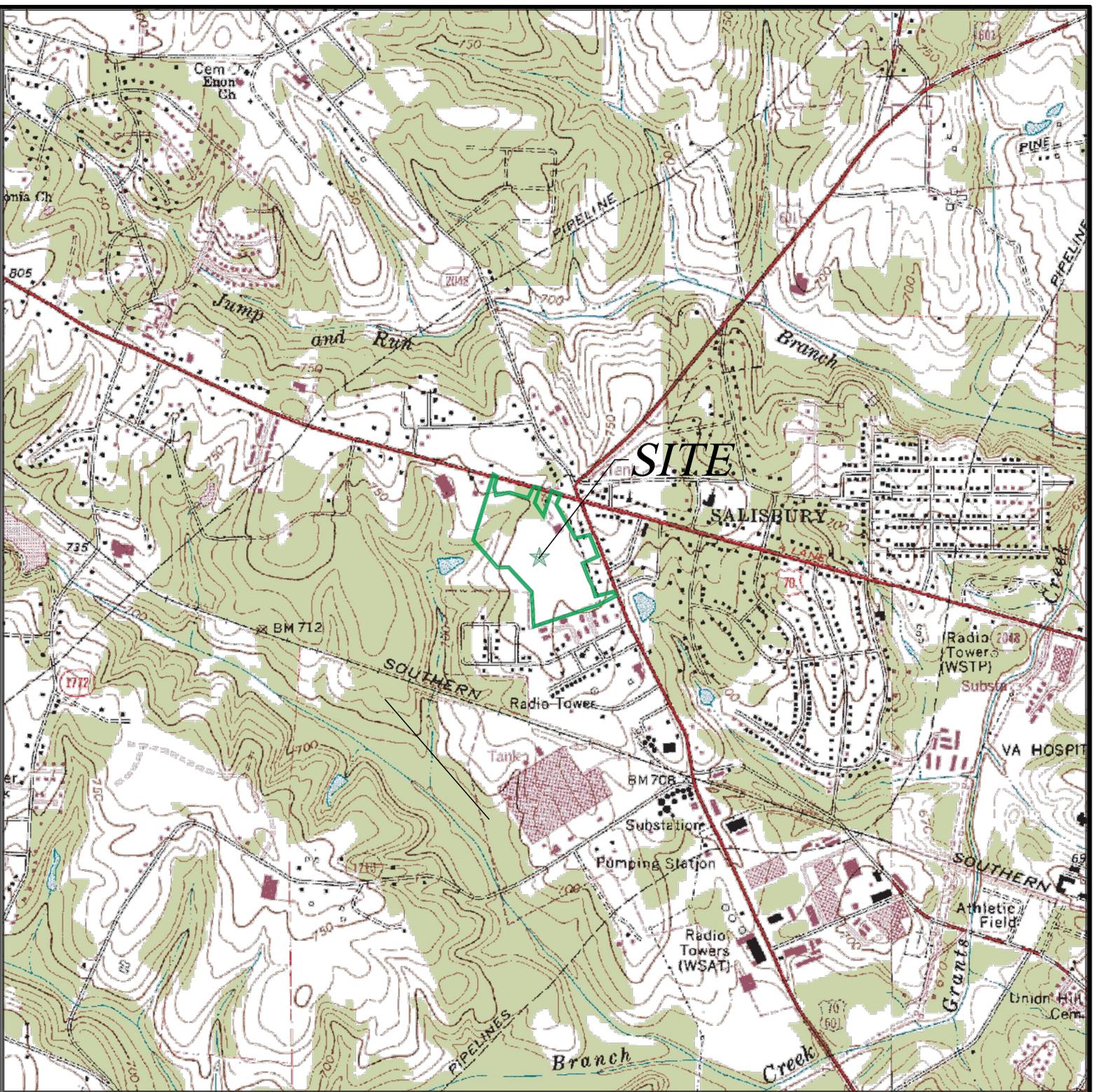
---

Date

#### **14.0 PREPARER'S QUALIFICATIONS**

The Phase I ESA was performed by Messer's Christopher Ward, Eddie Rogers, and William Bradner with ESP Associates. Mr. Ward has over 26 years of experience in environmental consulting and has performed hundreds of Phase I ESAs. Resumes of professionals involved in the completion of this Phase I ESA are included in Appendix I.

# **APPENDIX A**



LEGEND:

□ = SITE

REFERENCE: USGS 1987, ROWAN MILLS, NC AND 1987 SALISBURY, NC QUADRANGLE TOPOGRAPHIC MAPS

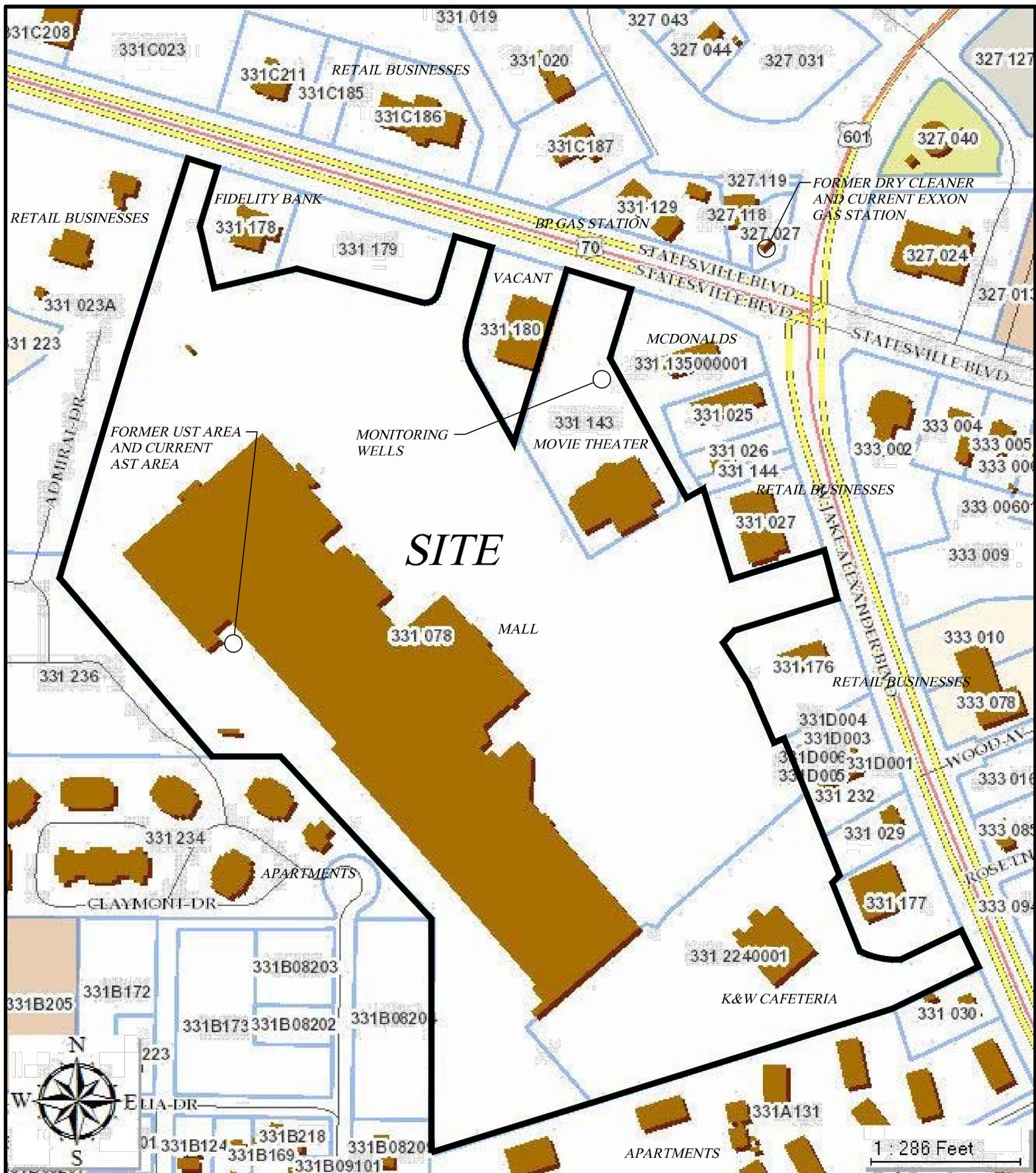
PROJECT NO. BW06.600  
 SCALE AS SHOWN  
 DATE 11/07/13  
 DRAWN BY WCB  
 CHECKED BY CJW  
 FIGURE 1

SHEET TITLE  
 FIGURE 1  
 TOPOGRAPHIC SITE LOCATION MAP

PROJECT  
 SALISBURY MALL SITE  
 SALISBURY, NORTH CAROLINA



ESP Associates, P.A.  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Lakemont Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (NC)  
 803-802-2440 (SC)  
 www.espassociates.com



**LEGEND:**

□ = SITE

ALL DEPICTED LOCATIONS ARE APPROXIMATE.

PROJECT NO BW06.600	SHEET TITLE FIGURE 2 TAX PARCEL ID MAP
SCALE AS SHOWN	
DATE 11/13/13	
DRAWN BY WCB	PROJECT SALISBURY MALL SITE SALISBURY, NORTH CAROLINA
CHECKED BY CJW	
FIGURE 2	



ESP Associates, P.A.  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Lakemont Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (NC)  
 803-502-2440 (SC)  
 www.espassociates.com



**LEGEND:**

□ = SITE

PROJECT NO BW06.600	SHEET TITLE FIGURE 3 2010 AERIAL MAP
SCALE AS SHOWN	
DATE 11/13/13	
DRAWN BY WCB	PROJECT SALISBURY MALL SITE SALISBURY, NORTH CAROLINA
CHECKED BY CJW	
FIGURE 3	



ESP Associates, P.A.  
P.O. Box 7030  
Charlotte, NC 28241  
3475 Lakemont Blvd.  
Fort Mill, SC 29708  
704-583-4949 (NC)  
803-802-2440 (SC)  
www.espassociates.com

## **APPENDIX B**

# SALISBURY MALL SITE



VIEW OF W. JAKE ALEXANDER BLVD – LOOKING NORTH FROM EAST-CENTRAL ENTRANCE INTO SITE



VIEW OF W. JAKE ALEXANDER BLVD – LOOKING SOUTH FROM EAST-CENTRAL ENTRANCE INTO SITE



VIEW OF EAST-CENTRAL ENTRANCE INTO SITE



VIEW OF WESTERN BOUNDARY OF SITE – LOOKING NORTH TOWARDS NORTHWEST ENTRANCE INTO SITE

# SALISBURY MALL SITE



VIEW OF NORTH-CENTRAL ENTRANCE INTO SITE - LOOKING SOUTH



VIEW OF SOUTHEAST ENTRANCE INTO SITE - LOOKING EAST ALONG SOUTHERN SITE BOUNDARY



VIEW OF SOUTHERN PORTION OF SITE - LOOKING EAST



VIEW OF NORTHERN END OF MAIN MALL STRUCTURE AND FORMER BELK STORE - LOOKING SOUTHEAST FROM SITE'S WESTERN BOUNDARY AREA

# SALISBURY MALL SITE



VIEW OF SOUTHWESTERN CORNER OF FORMER BELK STORE AND BACK-UP GENERATOR AREA BEHIND THE GATE



VIEW OF WESTERN SIDE OF THE MAALL'S MAIN BUILDING – LOOKING SOUTHEAST FROM BACK-UP GENERATOR AREA



VIEW OF WEST-CENTRAL BOUNDARY OF SITE – LOOKING NORTHWEST WITH FORMER BELK STORE ON THE RIGHT



VIEW OF NORTHERN PORTION OF THE SITE – LOOKING EAST FROM SITE'S NORTHWEST BOUNDARY

# SALISBURY MALL SITE



VIEW OF ON-SITE AT&T STRUCTURE LOCATED ADJACENT TO SITE'S EAST-CENTRAL ENTRANCE OFF W. JAKE ALEXANDER BLVD



VIEW OF ON-SITE BACKUP NATURAL GAS GENERATOR FOR AT&T STRUCTURE



VIEW OF ON-SITE ATM – LOOKING SOUTHWEST FROM AT&T STRUCTURE



VIEW OF CENTRAL PORTION OF THE SITE – LOOKING SOUTHWEST ALONG SITE'S EAST-CENTRAL ENTRANCE ROAD

# SALISBURY MALL SITE



VIEW OF SITE'S CLOSED CINEMA – LOOKING SOUTHEAST ACROSS PARKING LOT



VIEW OF INTERIOR OF THE CLOSED CINEMA



VIEW OF SITE'S K&W CAFETERIA – LOOKING SOUTH TO ENTRANCE



VIEW OF K&W CAFETERIA INTERIOR CHEMICAL CLEANING PRODUCTS STORAGE CABINET

# SALISBURY MALL SITE



VIEW OF FORMER BELK BACKUP GENERATOR AND APPROXIMATE 50GALLON AST AREA. AST IS LOW BOX FEATURE ON THE RIGHT



VIEW OF PNG METER AREA ALONG WALL OF MAIN MALL STRUCTURE



VIEW OF ONE OF SEVEN ON-SITE PAD-MOUNTED TRANSFORMERS



VIEW OF THREE OF SIX POLE-MOUNTED TRANSFORMERS

# SALISBURY MALL SITE



VIEW OF ONE OF TWO ON-SITE MONITORING WELLS LOCATED ON THE NORTHERN PORTION OF THE SITE



VIEW OF ONE OF TWO ON-SITE MONITORING WELLS LOCATED ON THE NORTHERN PORTION OF THE SITE



ANOTHER VIEW OF THE TWO ON-SITE MONITORING WELLS – LOOKING NORTH TOWARDS STATESVILLE BLVD.



VIEW OF OFF-SITE MONITORING WELL LOCATED NEAR MCDONALD'S

# SALISBURY MALL SITE



VIEW OF ONE OF THREE ON-SITE CONEX STORAGE CONTAINERS LOCATED ALONG THE SITE'S WESTERN BOUNDARY



VIEW OF INTERIOR OF ONE OF THE STORAGE CONTAINERS



VIEW OF ROOF OF THE SITE'S MAIN MALL STRUCTURE – LOOKING NORTH



VIEW OF ROOF OF SITE'S MAIN MALL STRUCTURE – LOOKING EAST

# SALISBURY MALL SITE



VIEW OF OCCUPIED SPACE IN THE MAIN MALL



VIEW OF OCCUPIED SPACE IN THE MAIN MALL



VIEW OF UNOCCUPIED SPACE IN THE MAIN MALL



VIEW OF UNOCCUPIED SPACE IN THE MAIN MALL

# SALISBURY MALL SITE



VIEW OF PAINT AND CHEMICAL STORAGE CABINET FOR MALL MAINTENANCE DEPARTMENT



VIEW OF CHEMICAL CLEANING PRODUCTS IN KITCHEN AREA OF THE NOW CLOSED BAYLEE'S STEAKHOUSE



VIEW OF CHEMICAL CLEANING PRODUCTS IN DISHWASHER AREA OF NOW CLOSED BAYLEE'S STEAKHOUSE



VIEW OF CHEMICAL CLEANING PRODUCTS FOR MALL MAINTENANCE DEPARTMENT

# SALISBURY MALL SITE



VIEW OF OFF-SITE ADJACENT PROPERTIES



VIEW OF ADJACENT OFF-SITE RESIDENTIAL PROPERTIES ALONG THE SITE'S WESTERN BOUNDARY



VIEW OF THE OFF-SITE BP STATION (FORMER COUNTRY CUPBOARD) LOCATED ACROSS STATESVILLE BLVD FROM NORTHERN SITE BOUNDARY



VIEW OF ADJACENT OFF-SITE PROPERTY ALONG THE NORTHWESTERN BOUNDARY OF THE SITE

# APPENDIX C



**Salisbury Mall**

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

Inquiry Number: 3777191.3

November 05, 2013



## Certified Sanborn® Map Report

# Certified Sanborn® Map Report

11/05/13

**Site Name:**

Salisbury Mall  
1935 W. Jake Alexander  
Salisbury, NC 28147

**Client Name:**

ESP Associates, P.A.  
3475 Lakemont Blvd  
Fort Mill, SC 29708



EDR Inquiry # 3777191.3

Contact: Chris Ward

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by ESP Associates, P.A. were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

## Certified Sanborn Results:

**Site Name:** Salisbury Mall  
**Address:** 1935 W. Jake Alexander Boulevard  
**City, State, Zip:** Salisbury, NC 28147  
**Cross Street:**  
**P.O. #** NA  
**Project:** Salisbury Mall  
**Certification #** 1670-4F7E-98D3



Sanborn® Library search results  
Certification # 1670-4F7E-98D3

## UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

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**Salisbury Mall**

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

Inquiry Number: 3777191.6  
November 09, 2013

# The EDR-City Directory Image Report

## TABLE OF CONTENTS

### SECTION

Executive Summary

Findings

City Directory Images

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2013	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
2008	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
2003	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1999	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1993	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1968	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mullin-Kille's City Directory

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## FINDINGS

### TARGET PROPERTY STREET

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
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### JAKE ALEXANDER BLVD W

2013	pg A1	Cole Information Services
2008	pg A4	Cole Information Services
2003	pg A7	Cole Information Services
1999	pg A9	Cole Information Services
1993	pg A11	Polk's City Directory

### JAKE ALEXANDER BLVD W (aka. Woodleaf Road)

1968	pg A13	Mullin-Kille's City Directory
1968	pg A14	Mullin-Kille's City Directory

# FINDINGS

## CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
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## STATESVILLE BLVD

2013	pg. A3	Cole Information Services
2008	pg. A6	Cole Information Services
2003	pg. A8	Cole Information Services
1999	pg. A10	Cole Information Services
1993	pg. A12	Polk's City Directory
1968	pg. A15	Mullin-Kille's City Directory

## **City Directory Images**



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**JAKE ALEXANDER BLVD W 2013**

1831 APAC CAROLINA INC  
 APAC CAROLINA INCPAPCO CENTRAL DIVI  
 1834 DONALD R FORTNER DMD PA  
 1835 UNITED STATES GOVERNMENT  
 1839 ROWAN PARTNERS  
 SMART START ROWAN  
 1840 SOCIAL SECURITY ADMINISTRATION  
 1909 TODD MASINGO  
 1910 BEYADA HOME HELATH CARE  
 DENTON MELANIE DR  
 HENNIE TIMOTHY J DR DR MELANIE DENTO  
 HOME HEALTH PROFESSIONALS  
 PROBILL INCORPORATED  
 ROWAN BUSINESS ALLIANCE INC  
 ROWAN COLLECTION AGENCY  
 ROWAN CREDIT SERVICES  
 TIMOTHY HENNIE  
 1919 WILLIAM THOMAS  
 1921 ADVANCE AUTO PARTS  
 1925 K&W CAFETERIA  
 1929 OCCUPANT UNKNOWN  
 1930 AMERICAN RED CROSS  
 1933 BEVERLY HILLS WEIGHT LOSS & WELLNESS  
 DR QUINN EAR NOSE & THROAT MD  
 MARATHON BUSINESS CENTERS  
 QUINN ROBERT P MD  
 TIBBS TODD R DDS  
 1935 BATH & BODY WORKS  
 BAYLEES STEAKHOUSE & SPORTS THEAT  
 BELK  
 BIG LOTS  
 CLAIRES  
 DOLLAR TREE  
 ENMAR SUNGLASSES  
 G Q MENS WEAR  
 KAY JEWELERS  
 NAPOLIS PIZZA  
 NAPOLIS PIZZA DELIVERY & PICK UP LI  
 NEW YORK JEWELRY  
 PEKING RESTAURANT  
 RADIOSHACK  
 REGIS SALONS  
 SUPER NAILS  
 SWEET & NUTTY  
 THE SHOE DEPT  
 URBAN TRENDS  
 1938 COMMUNITYONE BANK  
 1939 BOJANGLES  
 1945 IMAGE CENTER  
 MERLE NORMAN

**JAKE ALEXANDER BLVD W 2013 (Cont'd)**

1945	WELCOME FINANCE
1951	DIRECT AUTO INSURANCE
1953	ADDISONS BARBERING STYLES
	ALLSTATE
	SUBWAY SANDWICHES
1957	MCDONALDS

**STATESVILLE BLVD 2013**

1804	CALEIGH WARD GREGG HUGHES JOSH BARRITT
1825	CHRISTIAN SCIENCE CHURCH
1827	WOODIES PAINTING INC
1828	PHILLIP SYMONDS
1829	DANIEL HARRISON
1907	JOHNNY LEWIS
1908	GLORIA DEI LUTHERAN CHURCH
1915	OCCUPANT UNKNOWN SALISBURY TAXI CO
1921	CURTIS FOSTER
1924	CVS PHARMACY CVS PHARMACY
2004	RUSHCO FOOD STORE 11
2010	J T ALEXANDER & SON
2030	MARLOWS BARBQ & SEAFOOD
2048	SALISBURY MALL \$2 CINEMAS
2050	BLUE BAY SEAFOOD RESTAURANT
2070	SUNTRUST BANK
2092	ALLTEL
2094	MONTERREY
2102	FAMILY DOLLAR
2104	CVS PHARMACY FOOD LION
2106	MIRACLEEAR HEARING AID CENTER
2110	COGGINS FINANCIAL SERVICES
2112	RNAILS
2114	DOUGLAS H JONES NATIONWIDE INSURAN
2116	PREMIER FEDERAL CREDIT UNION

**JAKE ALEXANDER BLVD W 2008**

1825 ASSOCIATED ASPHALT SALISBURY LLC  
 INMAN ASPHALT  
 1833 CONCRETE SUPPLY CO  
 1835 UNITED STATES DEPT OF ARMY  
 1839 CHILD CARE CONNECTIONS RESOURCES  
 ROWAN PARTNERSHIP FOR CHILDREN  
 SMART START ROWAN  
 1909 RODNEY QUEEN CONSTRUCTION  
 TODD MASINGO  
 1910 DENNIS R TOLBERT  
 GAMEWELL ENGINEERING  
 HOME HEALTH PROFESSIONALS  
 MECKLENBURG HOME HEALTH INC  
 METLIFE  
 PRIMARY HEALTH CONCEPTS  
 ROWAN BUSINESS ALLIANCE INC  
 SYLVAN LEARNING CENTER  
 1916 MARIAS HAIR DESIGN  
 1919 JOHN THOMAS  
 1921 ADVANCE AUTO PARTS  
 1925 K & W CAFETERIA  
 1930 AMERICAN RED CROSS  
 UNITED WAY OF ROWAN COUNTY  
 1933 BEVERLY HILLS WEIGHT LOSS & WELLNESS  
 DR QUINN EAR NOSE & THROAT  
 MARATHON BUSINESS CENTER INC  
 TODD R TIBBS DDS  
 TRE JOR INC  
 1935 ALEXANDRIA INC  
 ATHLETES FOOT THE  
 BARNETT PROPERTIES INC  
 BATH & BODY WORKS INC  
 BELK  
 BELK DEPARTMENT STORE  
 BIG LOTS  
 BON WORTH  
 BOOKLAND  
 BOOKS A MILLION  
 CATO  
 CATO FASHIONS  
 CHICK FIL A  
 CLAIRES BOUTIQUES  
 DOLLAR TREE  
 G + G RETAIL INC  
 GAME TIME 2  
 GNC  
 GOODYS FAMILY CLOTHING INC  
 GQ MENS WEAR  
 HIBBETT SPORTS  
 HOT FASHIONS

**JAKE ALEXANDER BLVD W 2008 (Cont'd)**

- 1935 J C PENNEY
- KATHERINES HALLMARK SHOP
- MAX RAVE LLC
- NAPOLIS PIZZA
- NEW YORK JEWELRY
- PAYLESS SHOESOURCE
- PEKING CHINESE RESTAURANT
- PRETZELTIME
- RADIOSHACK
- RAVE NO 234
- REGIS CORP
- SALISBURY MALL
- SHOE SHOW OF ROCKY MOUNT INC
- SIMPLY FASHIONS
- SOUND SHOP
- STERLING JEWELERS KAY JEWELERS
- SUPER NAILS
- SWEET & NUTTY
- TCBY GREAT AMERICAN COOKIE
- URBAN TRENDS
- WHITEHALL CO JEWELLERS
- ZALE CORP
- 1938 OCCUPANT UNKNOWN
- 1939 BOJANGLES FAMOUS CHICKEN N BISCUIT
- BOJANGLES RESTAURANTS INC
- 1945 MANPOWER INC
- MERLE NORMAN COSMETIC SALON & SPA
- RESOLVE STAFFING INC
- SECURITY FINANCIAL SERVICES
- UPTOWN DOGS & CATS
- WELCOME FINANCE CO
- 1953 IMELDA RICE INSURANCE
- SUBWAY SANDWICHES & SALADS
- THE GOLF SHOP
- 1957 MACDONALDS

**STATESVILLE BLVD 2008**

1804	GREGG HUGHES
1824	ILENE NORRIS
1825	FIRST CHURCH CHRISTIAN SCIN
1827	WOODIES PAINTING INC
1828	OCCUPANT UNKNOWN
1829	DANIEL HARRISON
	ROWAN COUNTY REACT
1907	JOHNNY LEWIS
1908	GLORIA DEI LUTHERAN CHURCH
1915	OCCUPANT UNKNOWN
1919	IRENE WALLER
	IRENE WALLER
1921	CURTIS FOSTER
1924	CVS
	CVS
	CVS PHARMACY
	CVS PHARMACY
1925	CVS PHARMACY 7539
	CVS PHARMACY 7539
1928	OCCUPANT UNKNOWN
2004	RUSHCO FOOD STORES INC
2010	COUNTRY CUPBOARD BP
2030	MARLOWS
	MARLOWS BARBEQUE & SEAFOOD INC
	NATIONAL RESTAURANT ENTPS
	PORKYS BAR B Q
2045	KELLY & COHEN APPLIANCES INC
	REX
2050	BLUE BAY SEAFOOD INC
2085	FIDELITY BANK
2092	ALLTEL
2094	MONTEREY MEXICAN RESTAURANT
2098	DANIEL WEI
	TOPS BUFFET INC
2104	FOOD LION
2106	ALL AMERICAN HEARING SYSTEMS
2108	R NAILS
2110	4 STAR VIDEO
2116	SALVAHO FEDERAL CREDIT UNION

**JAKE ALEXANDER BLVD W 2003**

1825 PATTERSON PAVING INC  
 1831 APAC CAROLINA INC  
 1833 CONCRETE SUPPLY CO  
 1835 OCCUPANT UNKNOWN  
 1839 FAYE MAULDIN  
 1909 ALEJANDRO CRUZ  
 1910 UNLIMITED ACHIEVEMENT INC  
 1916 MARIAS HAIR DESIGN  
 1925 K & W CAFETERIA  
 1929 OCCUPANT UNKNOWN  
 1930 AMERICAN RED CROSS  
 AMRCN RED CROSS ELZBTH HNTFRD  
 1933 BEVERLY HILLS WGHT LOSS & WLNS  
 TIBBS TODD R DDS  
 1935 ATHLETES FOOT  
 BIG LOTS  
 BOOKLAND  
 CLAIRES BOUTIQUES  
 CORNER SNACKS  
 HIBBETT SPORTS  
 JO ANN FABRICS & CRAFTS  
 KATHERINES HALLMARK SHOP  
 KATHERINES HLMRK SLSBRY  
 KB TOYS  
 LILI MOHAMMADESMAIL  
 NAPOLIS PIZZA  
 NEVIS REED INTERNATIONAL  
 PEKING RESTAURANT  
 RAVE NO 234  
 REGIS CORP  
 SWEET & NUTTY  
 TAKE FIVE  
 WHEREHOUSE MUSIC  
 WHITEHALL CO  
 WOLF CAMERA  
 1938 KATHERINE MULLIS  
 1945 APOSTLES CORNER  
 CAROLINA IMAGE CTR  
 CRLN IMAGE CTR DAY SPA & SALON  
 GENE MITCHELLS CRLN IMAGE CTR  
 1951 REFLECTIONS TANNING SALON  
 1953 BEYOND BRAIDS  
 MERLE NORMAN COSMETIC STUDIO  
 1957 MCDONALDS

**STATESVILLE BLVD 2003**

1804	GREGG HUGHES
1824	NED NORRIS
1825	FIRST CHURCH OF CHRIST SCNTST
1827	WOODIES PAINTING INC
1828	ANN SYMONDS
1829	DANIEL HARRISON
1907	OCCUPANT UNKNOWN
1915	ELIZABETH WEAVER
1920	OCCUPANT UNKNOWN
	OCCUPANT UNKNOWN
1921	CURTIS FOSTER
1924	OCCUPANT UNKNOWN
	OCCUPANT UNKNOWN
1928	OCCUPANT UNKNOWN
1951	OCCUPANT UNKNOWN
	OCCUPANT UNKNOWN
2004	RUSHCO FOOD STORE
2010	COUNTRY CUPBOARD BP
	OCCUPANT UNKNOWN
2030	BURGER KING
	KING BURGER
2045	REX TV & APPLIANCES
2050	BLUE BAY SEAFOOD
	BLUE BAY SEAFOOD RESTAURANT
	OCCUPANT UNKNOWN
2070	CENTRAL CAROLINA BANK & TRUST CO
2085	FIDELITY BANK
	GLEN HEATHER HMWNR ASCTN
2092	ALLTEL
	OCCUPANT UNKNOWN
2094	JULIAN MAGANA
	MONTERREY MEXICAN RESTAURANT
2098	OCCUPANT UNKNOWN
	TOPS BUFFET
2104	BRUCE MAGEE
	CVS PHARMACY
	FOOD LION STORES INC
2106	FIRST SOUTHERN CASH ADVANCE
2108	R NAILS
2110	4 STAR VIDEO
2114	OCCUPANT UNKNOWN
2116	ERNEST CRESS
	SALVAHO FEDERAL CREDIT UNION

**JAKE ALEXANDER BLVD W 1999**

1825 CHEVRON USA PRODUCTS COMPANY  
1831 PAPCO GROUP INCORPORATED ASPHALT MANUFACTURING  
1833 CONCRETE SUPPLY COMPANY SALISBURY TEL NO  
1909 TODD MASINGO  
1916 MARIAS HAIR DESIGN  
1920 THERESA ARIVETT  
1930 AMERICAN RED CROSS  
RED CROSS  
1935 ATHLETES FOOT THE  
BELK HARRY COMPANY  
BIG LOTS  
BLOCKBUSTER MUSIC  
CLAIRE S BOUTIQUES  
FINES MENS SHOP  
G Q MENS WEAR  
JEWEL BOX  
NAPOLIS PIZZA  
ONLY ONE DOLLAR  
PAYLESS SHOE STORES  
PEANUT SHACK  
RAVE NO 234  
SALISBURY MALL  
SHOE DEPARTMENT THE  
THE SEE ALSO SECOND WORD IN NAME THE ATHLETES FOOT  
WOLF CAMERA  
1939 BOJANGLES FAMOUS CHICKEN N BISCUITS  
1951 ALLSTATE INSURANCE COMPANIES SALES OFFICES  
OCCUPANT UNKNOWN  
1953 GENE MITCHELLS HAIR DESIGN & HAIR REPLACEMENT  
MERLE NORMAN COSMETIC STUDIO  
SBWY SANDWICHES & SALADS LOCATED IN THE WAL MART  
SUBWAY SANDWICHES & SALADS  
1957 MCDONALDS  
2010 C LINEBERRY  
2126 MARGIE BOYD

**STATESVILLE BLVD 1999**

1804 GARY SMITH  
1824 NED NORRIS  
1825 FIRST CHURCH OF CHRIST SCIENTIST  
1827 WOODIES PAINTING  
1828 OCCUPANT UNKNOWN  
1829 M HARRISON  
OCCUPANT UNKNOWN  
1907 OCCUPANT UNKNOWN  
1908 GLORIA DEI LUTHERAN CHURCH  
1915 OCCUPANT UNKNOWN  
1919 W WALLER  
W WALLER  
1920 ADOLESCENT PREGNANCY PREVENTION COUNCIL OF ROWAN COUNTY  
ADOLESCENT PREGNANCY PREVENTION COUNCIL OF ROWAN COUNTY  
OCCUPANT UNKNOWN  
OCCUPANT UNKNOWN  
1921 CURTIS FOSTER  
1924 OCCUPANT UNKNOWN  
OCCUPANT UNKNOWN  
1928 MASTER LUBE EXPRESS  
2004 RUSHCO FOOD STORE #11  
2010 COUNTRY CUPBOARD BP  
2030 BURGER KING  
2045 REX TV & APPLIANCES  
2050 BLUE BAY SEAFOOD RESTAURANT  
2070 CENTRAL CAROLINA BANK & TRUST COMPANY  
CENTRAL CAROLINA BANK & TRUST COMPANY OFFICE LOCATIONS  
2092 ALLTEL COMMUNICATIONS  
2094 MONTERREY MEXICAN RESTAURANT  
2096 DUKE POWER  
DUKE POWER APPLIANCE SALES  
2104 FOOD LION STORES INCORPORATED  
2106 FIRST SOUTHERN CASH ADVANCE  
2108 R NAILS  
2114 AMERICAN GENERAL FINANCE  
2116 SALVAHO FEDERAL CREDIT UNION

# JAKE ALEXANDER BLVD W 1993

<p><b>JAKE ALEXANDER BLVD W -FROM 100 S MAIN ST WEST</b></p> <p>• ZIP CODE 28144</p> <p>• S MAIN ST INTERSECTS</p> <p>515 WESTERN STEER FAMILY STEAKHOUSE 633-5524</p> <p>519 DOLLARSTORE</p> <p>FOOD LION grocery 636-7615</p> <p>519a SPORTSCENTER CARDS 633-7112</p> <p>519b P N G PROPANE 637-2725</p> <p>519c COMMERCIAL CREDIT CORPORATION 633-2689</p> <p>519f HINKLES OFFICE MACHINES 637-3250</p> <p>519g TING HAO CHINESE RESTAURANT 633-3942</p> <p>523 REVCO DRUG STORE 633-7083</p> <p>529 BROOKS DICK HONDA 637-9090</p> <p>530 HOLIDAY INN 637-3100</p> <p>• MOORESVILLE RD INTERSECTS</p> <p>600 CALE'S TOWING SERVICE 636-3804</p> <p>601 RUSHCO NO 5 FOODSTORES 633-0601</p> <p>605 CROWN AUTOMOTIVE 633-8655</p> <p>620 JERRY'S TEXACO FOOD MART 636-3803</p> <p>629 FARRAH BRAD OLDS NISSAN G M C 633-7270</p> <p>630 F &amp; M BANK 633-7952</p> <p>640 CARTER CARDELL PONTIAC CADILLAC 633-9211</p> <p>• LINCOLNTON RD INTERSECTS</p> <p>700 BURGER KING 633-7896</p> <p>706 EDDIE'S DELI 633-1153</p> <p>STATE FARM INSURANCE 637-0775</p> <p>706a PACKAGING STORE THE 638-9922</p> <p>708 CROWN DRUGS 636-8852</p> <p>404 TEAM CHEVROLET 636-9370</p> <p>511 Not Verified</p> <p>710 Winn Dixie [2] 633-8921</p> <p>711 Gregory Mazda [2] 636-1211</p> <p>CAR GRAPHICS INC 636-5962</p> <p>• ZIP CODE 28144</p> <p>712a WEST MARKET SQUARE CLEANERS 637-2592</p> <p>725 WAL-MART 639-9718</p> <p>730 RYAN'S FAMILY STEAK HOUSE 639-1871</p> <p>801 PAYLESS SHOE SOURCE shoes 633-8188</p> <p>805 MAGIC RENTALS home rntl 633-3494</p> <p>807 PLAY THINGS toys 637-7798</p> <p>811 CHIC WIG BOUTIQUE wigs nail &amp; beauty salon 636-8628</p> <p>813 WYNN HILL INC comms 633-4412</p> <p>815 SHOWFEY KEVIN orthodontic 639-9595</p> <p>817 SALLY BEAUTY SUPPLY 633-0819</p> <p>827 WILCO FOOD STORE 633-7856</p> <p>828 LOWE'S COMPANIES INC</p> <p>830 SUPERIOR MART 637-0726</p> <p>929 RUSHCO NO 9 639-9556</p> <p>936 WAFFLE HOUSE FREEWAY FOOD 636-2634</p> <p>939 SALISBURY CITGO 637-7455</p> <p>1311 ARBY'S CENTER 637-5120</p> <p>1328 COMFORT INN 636-8910</p> <p>CHANCE'S RESTAURANT 642-0803</p> <p>1329 LIBERTY LIFE INS CO 633-1891</p> <p>1333 ROWAN CABARRES COMMUNITY COLLEGE 637-0760</p> <p>1400 SALISBURY BUSINESS COLLEGE 636-4071</p> <p>Hamilton Floyd &amp; Teresa</p> <p>1405 RAGAN BRAD INC 633-0531</p> <p>RAGAN BRAD RETAIL WAREHOUSE 633-6671</p> <p>1413 PIEDMONT CHEERWINE 636-2191</p> <p>CAROLINA BEVERAGE CORP 0730 637-5881</p> <p>1415 PERMA-FLEX SOUTHERN 633-1201</p> <p>1416 Arthurs H W &amp; Jacqueline 633-4810</p> <p>1425 MISTY'S CURRENT CUTS 636-6427</p> <p>1500 Ketchie Richd H &amp; Aileen 633-5249</p> <p>1503 Ketchie E L</p> <p>1514 MALONE INC clo fcty outlet 633-4854</p> <p>1525 W S A T RADIO 633-0621</p> <p>1538 LYON SHAW DIVISION OF WINSTON 636-8270</p> <p>1602 FARM HOUSE RESTAURANT THE 633-3276</p> <p>1709 NORANDAL U S A INC 633-6020</p> <p>1710 SOUTHERN STATES COOPERATIVE 636-4271</p> <p>1715 MIKE'S TRANSMISSION SERVICE 642-0853</p> <p>1730 MORNINGSTAR MINI STORAGE 637-5550</p> <p>1811 WOODLEAF LANES 633-5342</p> <p>1833 CONCRETE SUPPLY INC 636-1642</p> <p>1939 BO JANGLES 633-7268</p> <p>1815 Wolfe Flora W [2] 633-4726</p> <p>1823 Masingo Franklin D [2] 637-3240</p> <p>1833 Patel Pankaj K [2]</p> <p>1909 Not Verified</p> <p>1919 Heilig Grace O [2] 636-0167</p> <p>1929 Snider Jimmie L [2] 633-6537</p> <p>1935-1938 Not Verified (3 Hses)</p>	<p>16 1951 Harrington A M [2] 639-1183</p> <p>1825 CHEVRON USA INC gas &amp; oil station 636-0781</p> <p>1935 ALL CELLULAR COMMUNICATIONS 637-6030</p> <p>AL LOCK &amp; KEY SERV locksmith 639-9080</p> <p>RADIO SHACK electronics 633-6030</p> <p>PEANUT SHACK 633-0013</p> <p>PEKING RESTAURANT restr 633-0040</p> <p>CATO PLUS 633-4443</p> <p>FAMILY PETS 633-4949</p> <p>SHOE SHOW 633-9560</p> <p>RAVE G &amp; G SHOPS INC 637-6326</p> <p>BOOKLAND 636-0354</p> <p>REGIS HAIR STYLISTS 636-0966</p> <p>A A FRIEDMAN JEWELRY CO INC 636-4931</p> <p>TOTAL HOME SERVICE 636-5734</p> <p>KAY-BEE TOY &amp; HOBBY SHOPS INC 638-0755</p> <p>RECORD BAR 636-6525</p> <p>J C PENNEY COMPANY INC catalog store 636-8161</p> <p>J C PENNEY INC (main ofc) 636-1531</p> <p>KATHARINE'S HALLMARK 637-2280</p> <p>JETER'S 638-0599</p> <p>JEWEL BOX 636-8444</p> <p>CHICK-FIL-A 637-0071</p> <p>FINES MENS SHOPS INC 637-1109</p> <p>SALISBURY MALL MERCHANT ASSN 637-7467</p> <p>WOLF CAMERA 637-7750</p> <p>ROSES STORES INC 638-0010</p> <p>STUARTS INC 638-0658</p> <p>C W KAY-BEE INC 638-0755</p> <p>ECKERD CO 633-8680</p> <p>HARDWICH VISION CENTER vision cntr 636-6022</p> <p>BELK HARRY 636-5241</p> <p>SHOE DEPT THE 637-7172</p> <p>G N C 636-1662</p> <p>ATHLETE'S FOOT sportswear 638-0608</p> <p>JAZZERCE IN FITNESS</p> <p>MAURICE'S 636-5543</p> <p>KELLY'S D A ladies clothing 637-9706</p> <p>PAYLESS SHOE SOURCE shoe store 637-5476</p> <p>TAKE FIVE INC arcade 633-5654</p> <p>AFTER THOUGHTS 633-6398</p> <p>1951 INVESTMENT MANAGEMENT &amp; RESEARCH INC financial serv 633-5880</p> <p>ALLSTATE INSURANCE COMPANY 636-6411</p> <p>1953 Not Verified</p> <p>NORMAN MERLE COSMETIC STUDIO cosmetics 633-5772</p> <p>TRAVEL TIME OF SALISBURY 637-2024</p> <p>HOAGIES INC D B A SUBWAY 636-0002</p> <p>MARIA HAIR DESIGN 637-0210</p> <p>15 HOUSEHOLDS</p> <p>90 BUSINESSES</p> <hr/> <p><b>JOHNSON ST -FROM S FULTON ST SOUTH</b></p> <p>• ZIP CODE 28144</p> <p>• S FULTON ST INTERSECTS</p> <p>212 Cook Fred A &amp; Ruth [2] [2] 636-4527</p> <p>216 Not Verified</p> <p>220 Cloer Garry M &amp; Patsy [2] 633-6426</p> <p>224 Coley Walter W &amp; Mary Ruth [2] [2] 636-0095</p> <p>228 Hall Katherine C [2] [2] 633-5496</p> <p>232 Page George A &amp; Alice [2] 636-0599</p> <p>• S MAIN ST INTERSECTS</p> <p>6 HOUSEHOLDS</p> <hr/> <p><b>JORDAN ST -FROM LINCOLNTON RD SOUTH</b></p> <p>• ZIP CODE 28144</p> <p>• LINCOLNTON RD INTERSECTS</p> <p>1121 Not Verified</p> <p>1124 Randall Eleanor W [2] 636-4573</p> <p>1125 Vacant</p> <p>1125 Peoples Lee &amp; Nancy [2]</p> <p>1128 Drye Carol R [2] 639-0086</p> <p>• HEILIG AV INTERSECTS</p> <p>4 HOUSEHOLDS</p> <hr/> <p><b>JUNIPER DR -FROM E INNES ST SOUTH</b></p> <p>12 • ZIP CODE 28146</p> <p>• E INNES ST INTERSECTS</p> <p>• MORRISON AV INTERSECTS</p> <hr/> <p><b>KENLY ST -FROM LONG ST EAST</b></p> <p>14 • ZIP CODE 28144</p>
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## STATESVILLE BLVD 1993

**STATESVILLE BLVD-Contd**

1630 MILFORD HILLS UNITED METHODIST  
CH church 636-0471

1631 Cleaver William E [2] 636-2772

1708 Fisher Robt L 633-2287

1710 SOUTHERN ELEC & SECURITY INC  
security co 637-1488

1716 Arey Jennie S [2] 637-0013

1725 Gobble Charles O [2] 633-0709

1800 Horton Jim [2] 638-0506

1801 Ervin Scott 633-3468

1804 Peterson Agnes E [2] 633-4613  
107 Not Verified

1824 Norris Ned J [2] 633-5522

1828 Mcdaniel Agnes G [2] 636-3329

1829 Harrison Daniel W [2] 636-2450

1907 Lewis Robert H [2] 636-7151

1908 GLORIA DEI LUTHERAN CHURCH  
636-8354

1915 Not Verified

1919 Waller Irene S [2] 633-2176

1920 Raphael Vernon  
Raphael Beverly P [2]

1921 Foster Curtis E [2] 633-5595

1924 Barber A W [2] 636-2375  
• JAKE ALEXANDER BLVD INTERSECTS

2010 STORE MARKETING INC b p country  
cupboard 633-2434  
B P COUNTRY CUPBOARD 633-2434

2030 BURGER KING 633-7710

2070 SECURITY BANK 638-6040

2101 Apartments  
3a Joyner Edw  
3b Foster Jas & Dawn  
3c Sheries Wm  
3d Ellis Melissa  
3e Cobb Warren 633-3323  
3f Cook Wayne  
3g Slinson John & Andrea  
3h Cobb Richd  
4a Couch Wm & Vickie  
4b Smith Bobby

2070 OMNI BANK 636-3775

2085 FIRST CITIZENS BANK 637-1250

2098 PIECE GOODS SHOPS COMPANY LP  
636-9919

2104 FOOD LION INC food store 637-8948  
REVCO DRUGS 636-1616

2106 ASSOCIATES FINANCIAL SERVICES  
CO INC 636-6282

2108 UWHARRIE CYCLERY 633-1118

2114 BOX STOP THE 633-6001

2116 Not Verified

2116 PUTT PUTT GOLF & GAMES 633-3885

2124 BINDER CHIROPRACTIC CENTER  
642-1415

2128 BOGART'S 637-2227

2130 MIDAS-INTERNATIONAL CORP  
633-7200

2132 OLAN MILLS 636-6532

2138 VILLAGE INN PIZZA 633-4561

2141 DOLLAR GENERAL STORE 637-3187  
L A BEAUTIQUE BEAUTY &  
TANNING 636-9803  
OPTOMETRIC EYE CARE CENTER  
636-0559  
ACE HARDWARE OF SALISBURY ec  
636-6060  
OFFICE LAND 639-9033

2143 LITTLE CAESARS 633-6004  
DAIRY QUEEN 637-6110  
SPIDER'S WEB COMICS 637-0343  
MAIL BOX ETC 638-0661  
CARRIAGE ROOM THE restr 633-6742  
Childers Philip E [2]  
Crawford Jacqueline V [2]  
Taylor Gregory N [2]

2144 HOT SUDDS CAR WASH 637-9274

2146 FIRST UNION NATIONAL BANK OF  
NC 633-0100

2162 MANPOWER TEMPORARY SERVICES  
642-1622

2166 ED KELLY INC electronic appliance  
637-3966

2172 MAYTAG LAUNDRY laundry

2210 ADVANCE AUTO PARTS INC auto  
parts & sups 636-8774

2270 ETNA SNACK MART 633-8977

2345 Apartments  
101 Gaines Danny  
102 Finley Diann  
103 Norris B & Margt  
104 Parse Jos  
105 Gray Ricky  
106 Rabon Martha  
107 Barbee Jonell  
108 Usry Glenn  
109 Alford Gladys  
110 Williams Jonathan  
111 Vacant  
112 White Keisha  
113 Carver Doris  
114 Britt Rebecca  
115 Marshall Karen  
116 Ewart Jerry  
117 Stewart Chas  
118 Smith Stacy

162  
162  
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170  
170  
170  
171  
171  
180

**JAKE ALEXANDER BLVD W (aka. Woodleaf Road)**

**1968**

**WOODLEAF ROAD (Bypass 601)  
NW fr S Main to County Rd,  
1 sw of limits**

**Mooreville Rd  
Maupin  
Lincolnton Rd  
Milford Hills  
Creek**

**JAKE ALEXANDER BLVD W (aka. Woodleaf Road)**

**1968**

**WOODLEAF RD (Bypass 601)  
Cont'd)**

- es Highway 601 Bypass Phillips  
66 Serv—△633-2447
- ws Carolina Tire Co of  
Salisbury—△633-0531 &  
△633-6671
- es Nehi Bev Co of Salisbury—  
△633-4121
- ws WSAT Radio Sta—  
△633-0621  
Mid-Carolina Broadcasting  
Co—△633-0621
- ws Mobile Radio Serv Co—  
△633-5138
- es Wicks Lbr & Bldg Sup—  
△636-5943
- ws Plantation Pipe Line Co—  
△633-2331

**Sou Ry**

**Harrison Rd**

- es Campbell N G—△636-0991
- ws Humble Oil & Refg Co  
terminal—△633-2321
- es Mid-State Oil Co—  
△636-2131

**Old Wilkesboro Rd**

- 1811 Woodleaf Lanes—△633-5342  
Woodleaf Kitchens—  
△633-9987
- 1815 Wolfe R M (H)—△633-4726
- 1823 Vacant
- ws Chevron Asphalt Co—  
△636-0781
- ws REA Constn Co—△633-6110

**Spring Dr**

- ws USAA Reserve Training  
Cen—△636-3751  
991st Trans Co—△636-3751  
Co G 2nd Battalin 485th  
Regiment—△636-3751

**Spring Dr**

- 1839 Corrisher J F (H)—△636-2049

**Dan**

- 1909 Wood R J (H)—△633-9465

**Clancy**

- 1916 Reavis R J (H)—△633-5615

**Rose La**

- 1919 Heilig G M (H)—△636-0167
- 1926 Allen Tina W Mrs—  
△633-3097

**Wood**

- 1932 Klutz J T—△633-4509
- 1933 Wood D W (H)—△633-4744
- 1938 Mullis Sally Mrs (H)—  
△636-4048
- 1940 Gray Cleveland
- 1947 Rollings Maize L Mrs (H)—  
△633-3781
- 1949 Cornell Ralph
- 1951 Vacant
- 1953 Wood Emma C Mrs

**Statesville Blvd**

- 1955 Kirkman Geo—△633-4674
- 1957 Ridenhour C M
- 2001 Milford Hills Point Serv &  
Gro—△633-9640

**City Limits**

- 2012 Hipp H L Jr—△633-2958
- 1968 Salisbury City irectory

- 2015 Stepp T R (H)—△636-5847
- 2017 Cashion J M—△636-2556
- 2021 Shook J C (H)—△636-3196
- 2029 Miller R F (H)—△636-520
- 2030 Miller R E (H)
- 2034 Vacant
- 2035 Myrick W D—△636-2756
- 2036 Hipp J H (H)—△636-2509
- 2037 Myrick R J (H)—△636-2613

**Holly**

- 2101 Coble Robt E—△636-3633

**WOODSON**

**W fr 301 Mocksville to Poplar,  
1 s of Grove**

- 105 Threatte Floyd (H)—  
△636-1831
- 112 Wagoner Cath C Mrs
- 121 Harkey C J (H)—△633-3538
- 122 Albright W A (H)—△633-1983
- 123 Lowery Doris F Mrs (H)—  
△633-4234
- 128 Simmons J E (H)—△633-5202

**WOODY**

**E fr Faith Rd to Loop, 1 s of  
Craver**

- 200 Leonard Ralph (H)—  
△636-1104
- 205 Earnhardt Judy C Mrs (H)—  
△633-6790
- 209 Crook P H (H)—△636-2346
- 217 Cleary C P (H)—△636-0617
- 218 Morgan R A (H)—△633-9223
- 225 Hataway W R—△633-2120

**WOSTER (Rockwell)**

**SW fr N Main to dead end, 2 n  
of W Market**

- es McClary W O (H)—△279-7397

**N Main**

- ws Corl D L (H)—△279-3753

**Carolina Av**

**Railroad**

**WRIGHT (Briarwood Terrace)**

**N fr Long to Lake Dr, 1 w of  
Airport Rd**

- ns Cloer J M (H)—△633-4707
- ss Vacant
- ss Lowe R S (H)—△633-5007
- ns Earnhardt B E
- es Pyatte L D (H)—△636-7781
- es Whaley W W Jr (H)—  
△633-6400

**YADKIN (Granite Quarry)**

**N fr E Church to Kerns, 1 e of  
N Main**

- ws Peeler P E (H)—△279-3640
- ws Peeler W L (H)—△279-2823
- es Roberts C L (H)—△279-2741
- ws Yates C T—△279-7147
- es Rogers J F (H)—△279-2011
- es Yoe T H Jr (H)—△279-2289
- ws Jacobs L B (H)—△279-2275
- ws Kluttz Jerry (H)—△279-2006
- es Price Mattie G Mrs (H)—  
△279-5101
- ws Talbert Boyce—△279-3594

## STATESVILLE BLVD 1968

## STANDISH (Cont'd)

- 1308 Kerns T A Ⓜ—△633-4082  
 1310 Finn J E Ⓜ  
 1311 Clement Wm  
 1312 Phifer W E Ⓜ  
 1319 Jackson Beulah Mrs—  
 △636-5855  
 1321 Tritty E B  
 1322 McGriff B T Ⓜ—△633-1960  
 1325 Jones H L Ⓜ—△636-0887  
 1326 Davis E S Ⓜ  
 1331 Weldon C O Ⓜ—△633-6484  
 1333 Boyd R E—△636-6758  
 1334 Twitty R F  
 1336 Waring A N Ⓜ—△633-1693  
 1341 Phillips R L Ⓜ—△66-5085  
 1345 Avent Molly A Mrs—  
 △636-1197  
 Tugman J B

## Williams Row

- 1401 Mt Calvary Holy Ch of Am  
 1405 Jeffreys J H Ⓜ—△636-1603  
 1415 Roberts Bastle—△636-8439  
 1431 Robertson J T Ⓜ—  
 △633-4589

## STANLEY

SW fr 327 Lincolnton Rd to  
 Heilig, 1 nw of Jordan

- 1005 Rogers Food Store No 1

## Elm

## Wiley

## 1204-08 Apts

- 1 Steelman Jean A—  
 △636-3273  
 2 Eller T L—△633-4032  
 3 Swink Julia H Mrs—  
 △636-8611  
 4 Newsom P L—△636-5707  
 5 Vacant  
 6 Cluff W E—△633-0269  
 7 Rabhan A R—△633-0489  
 8 McDonald Marjorie C Mrs  
 —△633-6233

## STATESVILLE BOULEVARD

NW fr W Innes opp Mahaley to  
 limits

- 105 Watson Bros TV Serv—  
 △633-3061  
 116 Lomax B A dentist—  
 △636-1848  
 116 Sloap N B phys—△636-5326  
 117 College Barbecue Dr-In—  
 △633-9953  
 120 Spark's Wayside Furn Co—  
 △636-3521  
 126-28 Mill Fabrics—△636-0882  
 129 Seven-Eleven Store No 30—  
 △633-9601

## Brenner

- 201 Vacant  
 205 Cooper G F Ⓜ—△636-5355  
 209 Cooper L M Ⓜ—△633-3809  
 213 Safrit J B Ⓜ—△633-2489  
 217 Stone R F archit—△633-1874  
 228 Western & Sou Life Ins Co—  
 △633-4851

## Brawley

## Yost

- 400 Lewis A B Ⓜ—△633-0868  
 408 Austin R L Ⓜ—△633-9055  
 412 Vacant  
 416 Exposito A B—△636-7479  
 420 Hooper R L Ⓜ—△633-0872  
 424 Johnson T O Jr—△636-7889

- 428 Hopper G B Ⓜ—△633-9585

## Robin Rd

- 509 Buckwell J A—△636-4262  
 622 Monroe K E Ⓜ—△636-5228  
 631 First Christian Ch—  
 △633-1277  
 632 Roberts J L Ⓜ—△633-1643  
 636 Sharp G P F Ⓜ—△633-4809  
 638 Sitz Virginia W Mrs Ⓜ—  
 △636-4747

## Grant Creek

- 924 Sloop C R Ⓜ—△633-3649  
 1101 Meadowbrook Pure Oil Serv  
 —△633-9961  
 1105 WSTP Radio Sta—△636-3811  
 WSTP Inc—△636-3811  
 Hi Sonic Assos—△636-3813  
 1117 Vacant  
 1200 Meadowbrook Atlantic Serv  
 —△636-9937  
 1229 Kirkpatrick C H Ⓜ—  
 △633-3939  
 1231 Mize H C Ⓜ—△636-2960

## Meadowbrook Rd

- 1300 Myers W H Ⓜ—△636-1897  
 1316 Plyler T R Ⓜ—△636-1982  
 1324 Hughes W M Ⓜ—△633-0324  
 1328 Andrews R W—△633-1118

## E Colonial Dr

## Welch Rd

- 1400 Graham J O Ⓜ—△636-4530  
 Graham J O Sht Mtl Co—  
 △636-4530  
 1404 Torrence R L  
 1405 Leazer F L Ⓜ—△633-1577  
 1412 Stone T W Ⓜ—△636-2114  
 1437 Casner Leonard Ⓜ—  
 △636-5958  
 1441 Whaley W W Ⓜ—△633-2589  
 1444 Pickler H C Jr Ⓜ—  
 △636-3875  
 1445 Deese A J Ⓜ—△636-0625  
 1447 Thompson R E Ⓜ—  
 △633-4843  
 Electrolux Corp—△633-4843  
 1448 Cope H M Ⓜ—△636-2244  
 1449 Dixon J N Ⓜ—△633-0546

## McCoy Rd

- 1500 Thornton C H Ⓜ—△636-1236  
 1501 Morris M K Ⓜ—△636-5290  
 1504 Swanson O C Ⓜ—△633-4633  
 1504A Vacant  
 1505 Thornton J L Ⓜ—△633-3435  
 1508 Rowland V E Ⓜ—△636-3864  
 1511 Barber Frankie T Mrs—  
 △636-2229  
 1512 Palmer A C Ⓜ—△633-2230  
 1516 Simpson Nell A Ⓜ—  
 △633-6369  
 1517 Teague Olive C Mrs Ⓜ—  
 △633-3253  
 1520 Kirkman C B Ⓜ—△636-1887  
 1521 Kirk C C Ⓜ—△636-3231  
 1524 Harry Z M Ⓜ—△633-4756  
 1525 Blackwelder Marie I Mrs Ⓜ  
 —△636-1641

## Milford Dr

- 1604 Temple E S Ⓜ—△636-3540  
 1605 Cooper R J Ⓜ—△633-1048  
 1612 Lawson J P Ⓜ—△636-1124  
 1614 Parrish H C Ⓜ—△636-1618  
 1615 Ham'in L P Jr Ⓜ—  
 △636-2468  
 1616 Goodman J C Ⓜ—△636-1315

- 1620 Craig J E Ⓜ—△636-4867  
 1621 Jones Herbert Ⓜ—△633-3424  
 1624 Hight B B Ⓜ—△636-4850  
 1625 Hylton W W Ⓜ—△633-5740

## W Colonial Dr

- 1630 Milford Hills Meth Ch—  
 △636-0471  
 Milford Hills Kindergarten—  
 △636-0471  
 1631 Phillips P V Ⓜ—△636-5811  
 Saleeby E A Ⓜ—△636-3546  
 1633 Fisher R A Ⓜ—△633-2287  
 1716 Dillon Keith—△636-7477  
 1725 Gobble C O Ⓜ—△633-0709  
 1800 Ruffy T A Ⓜ—△636-5206  
 1801 McCormick T A Ⓜ—  
 △636-2525

## Edgewood Dr

- 1804 Peterson Agnes E Ⓜ—  
 △636-4320  
 1824 Norris N J Ⓜ—△633-5522  
 1825 Trexler's Trans—△633-4436  
 1828 McDaniel T V Ⓜ—△636-3329  
 1829 Harrison M E—△636-2450

## Wood

- 1900 Gloria Dei Luth Ch  
 1907 Harris H T Jr Ⓜ—△633-3453  
 1915 Hodge A R—△633-6140  
 1919 Waller W L Ⓜ—△633-2176  
 1920 Burns T R—△636-4641  
 Salisbury Venetian Blind Mfg  
 Co—△636-4641  
 1921 Lyerly M J Ⓜ—△633-6772  
 1923 Millis L A Ⓜ—△633-3979  
 1924 Barber C G Ⓜ—△636-2375  
 1928 Eller R L—△636-5867  
 1930 Vacant  
 1934 Highlander Cen—△633-9900

## Woodleaf Rd

(Continues as Statesville Hwy  
 RD 1)

## STATESVILLE HIGHWAY (RD 1)

A continuation of Statesville  
 Blvd

- ss Vacant  
 ss Jones Irene F Mrs

## ns Trailer Pk

- Henderson G W—△636-6075  
 Styles Floyd  
 Lloyd G S Ⓜ—△636-6837  
 McCoy Stanley—△633-4236  
 Blackburn James  
 Pruett R E Ⓜ—△636-8548  
 ns Shuping Annie S Mrs Ⓜ—  
 △636-3210  
 ss Boger W Q Ⓜ—△636-6036  
 ss Andersen A I Ⓜ—△633-3640  
 ss Poe J H Ⓜ—△636-2205  
 ss Kluttz R D Ⓜ—△633-3869  
 ns Reeves C F Ⓜ—△633-3653  
 ns Gillean H W & Son  
 Gillean H W Ⓜ—△633-4954  
 ss Campbell C F—△633-1710  
 ss Honeycutt J J Ⓜ—△633-3376  
 ss Breen J R—△633-6712  
 ns Gill E B Ⓜ—△633-0240  
 ns Chandler R C Ⓜ—△636-1078  
 ss Swicegood Florence B Mrs  
 Ⓜ—△636-2116  
 ss Vacant  
 ns Shuping R F Ⓜ—△633-0700  
 ns Lintner C S Jr—△633-5825  
 ns VonCanon H P Ⓜ—  
 △636-1179



**Salisbury Mall**

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

Inquiry Number: 3777191.4

November 05, 2013

# EDR Historical Topographic Map Report

# EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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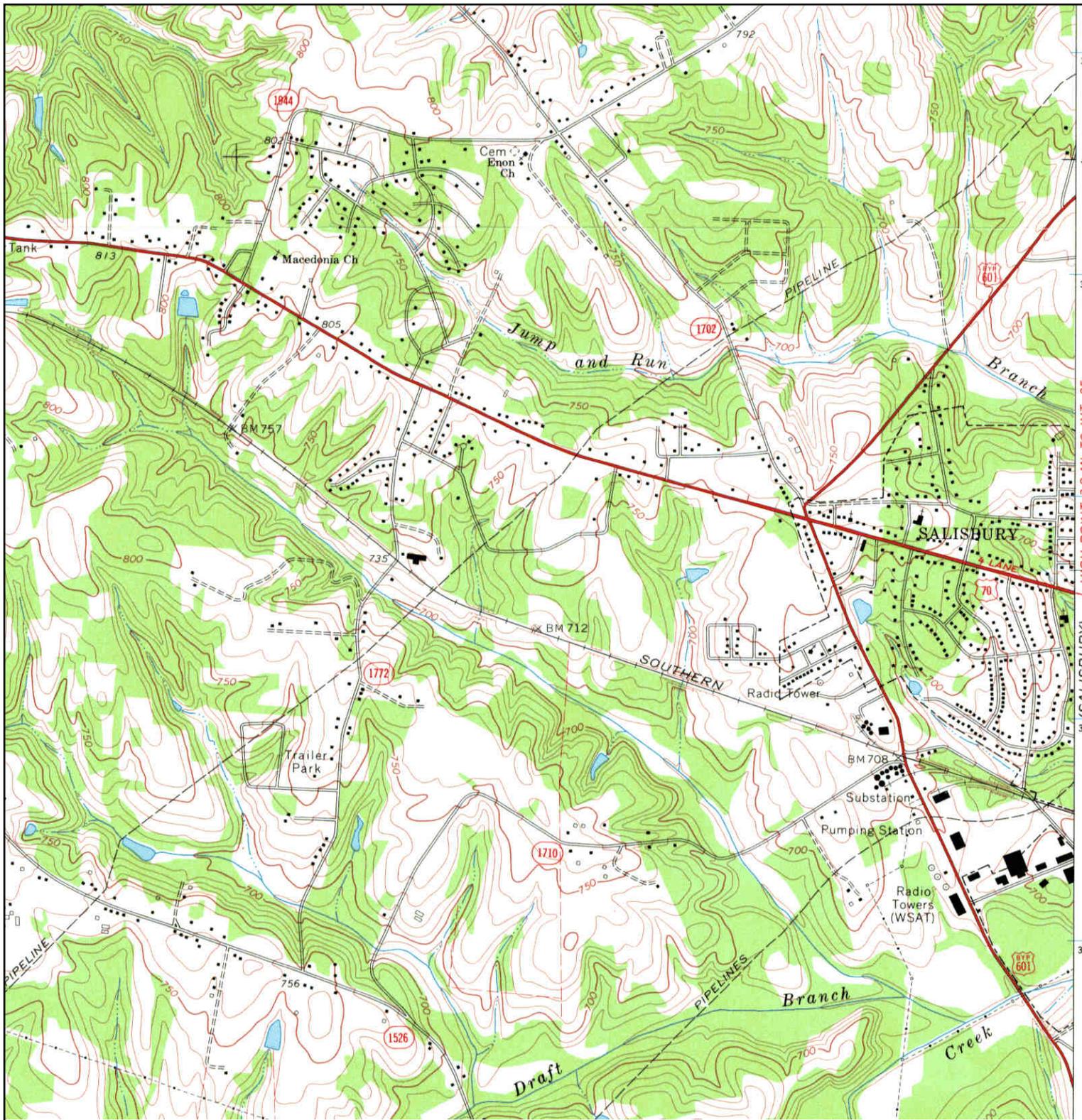
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# Historical Topographic Map



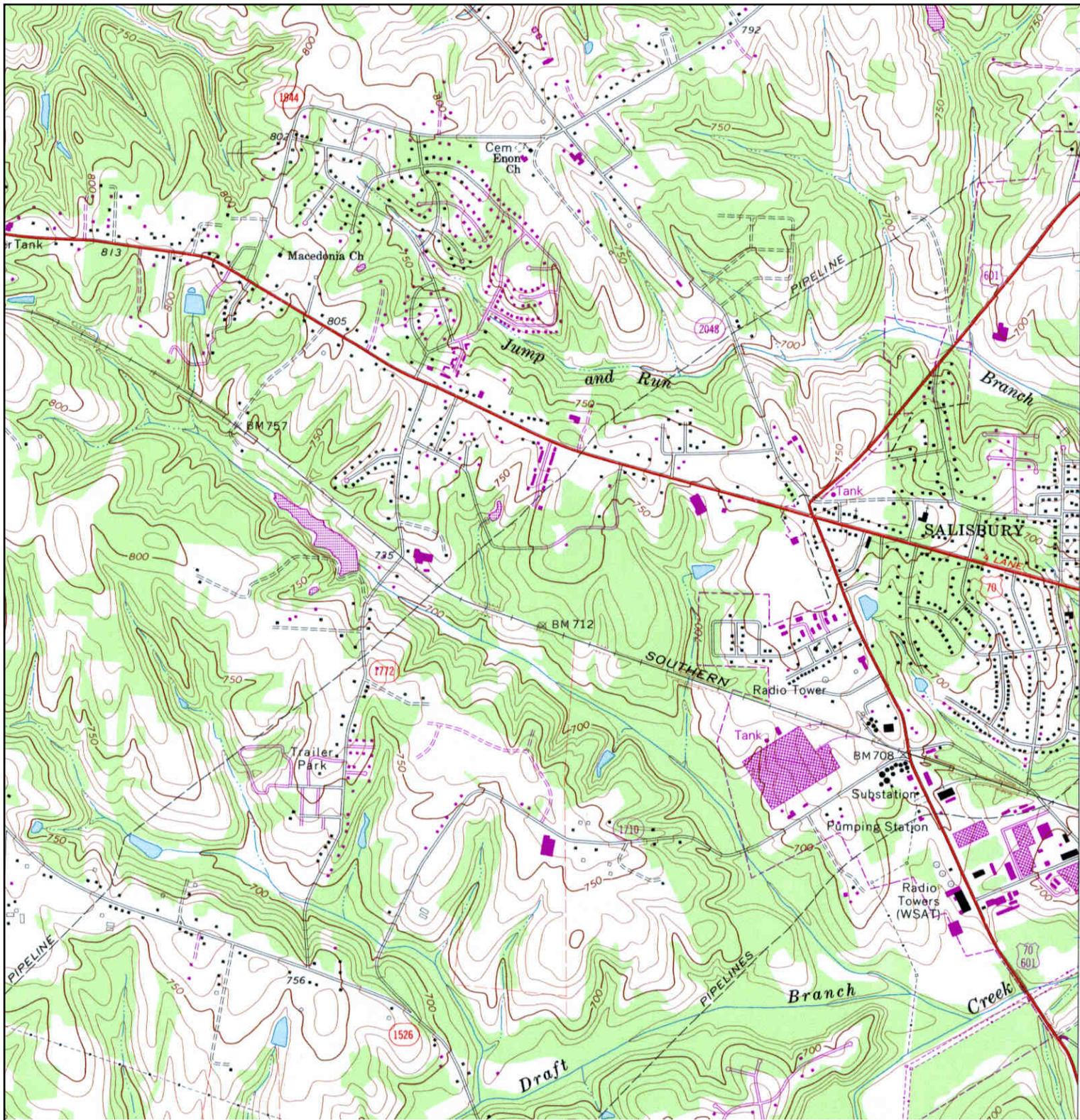
	<b>TARGET QUAD</b>	<b>SITE NAME:</b> Salisbury Mall	<b>CLIENT:</b> ESP Associates, P.A.
	NAME: STATESVILLE	ADDRESS: 1935 W. Jake Alexander Boulevard	CONTACT: Chris Ward
	MAP YEAR: 1893	Salisbury, NC 28147	INQUIRY#: 3777191.4
	SERIES: 30	LAT/LONG: 35.6917 / -80.5147	RESEARCH DATE: 11/05/2013
	SCALE: 1:125000		

# Historical Topographic Map



<b>N</b> 	<b>TARGET QUAD</b>	<b>SITE NAME:</b> Salisbury Mall	<b>CLIENT:</b> ESP Associates, P.A.
	<b>NAME:</b> ROWAN MILLS	<b>ADDRESS:</b> 1935 W. Jake Alexander Boulevard	<b>CONTACT:</b> Chris Ward
	<b>MAP YEAR:</b> 1969	Salisbury, NC 28147	<b>INQUIRY#:</b> 3777191.4
	<b>SERIES:</b> 7.5	<b>LAT/LONG:</b> 35.6917 / -80.5147	<b>RESEARCH DATE:</b> 11/05/2013
	<b>SCALE:</b> 1:24000		

# Historical Topographic Map



<b>N</b> 	<b>TARGET QUAD</b> NAME: ROWAN MILLS MAP YEAR: 1987 PHOTOREVISED FROM :1969 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Salisbury Mall ADDRESS: 1935 W. Jake Alexander Boulevard Salisbury, NC 28147 LAT/LONG: 35.6917 / -80.5147	CLIENT: ESP Associates, P.A. CONTACT: Chris Ward INQUIRY#: 3777191.4 RESEARCH DATE: 11/05/2013



**Salisbury Mall**

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

Inquiry Number: 3777191.5

November 06, 2013

# The EDR Aerial Photo Decade Package

# EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

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**Date EDR Searched Historical Sources:**

Aerial Photography November 06, 2013

**Target Property:**

1935 W. Jake Alexander Boulevard

Salisbury, NC 28147

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1936	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: January 01, 1936	EDR
1948	Aerial Photograph. Scale: 1"=1000'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: May 19, 1948	EDR
1960	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: April 11, 1960	EDR
1965	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: February 04, 1965	EDR
1977	Aerial Photograph. Scale: 1"=1000'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: March 15, 1977	EDR
1983	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: March 02, 1983	EDR
1993	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/DOQQ - acquisition dates: February 23, 1993	EDR
1998	Aerial Photograph. Scale: 1"=750'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Date: March 13, 1998	EDR
2005	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2006	EDR
2008	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2008	EDR
2009	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2009	EDR
2010	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2010	EDR
2012	Aerial Photograph. Scale: 1"=500'	Panel #: 35080-F5, Rowan Mills, NC;/Flight Year: 2012	EDR



**INQUIRY #:** 3777191.5

**YEAR:** 1936

| = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 1948

 = 1000'





**INQUIRY #:** 3777191.5

**YEAR:** 1960

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 1965

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 1977

|—————| = 1000'





**INQUIRY #:** 3777191.5

**YEAR:** 1983

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 1993

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 1998

 = 750'





**INQUIRY #:** 3777191.5

**YEAR:** 2005

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 2006

**Scale:** 500'





**INQUIRY #:** 3777191.5

**YEAR:** 2008

**|** = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 2009

 = 500'





**INQUIRY #:** 3777191.5

**YEAR:** 2010

 = 500'





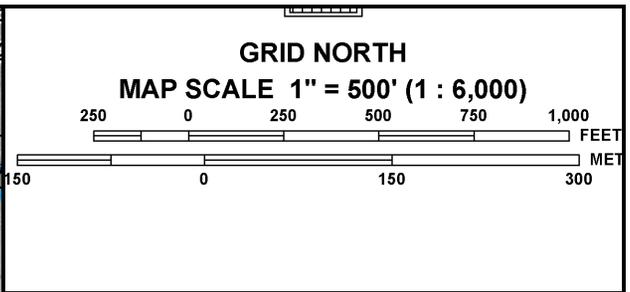
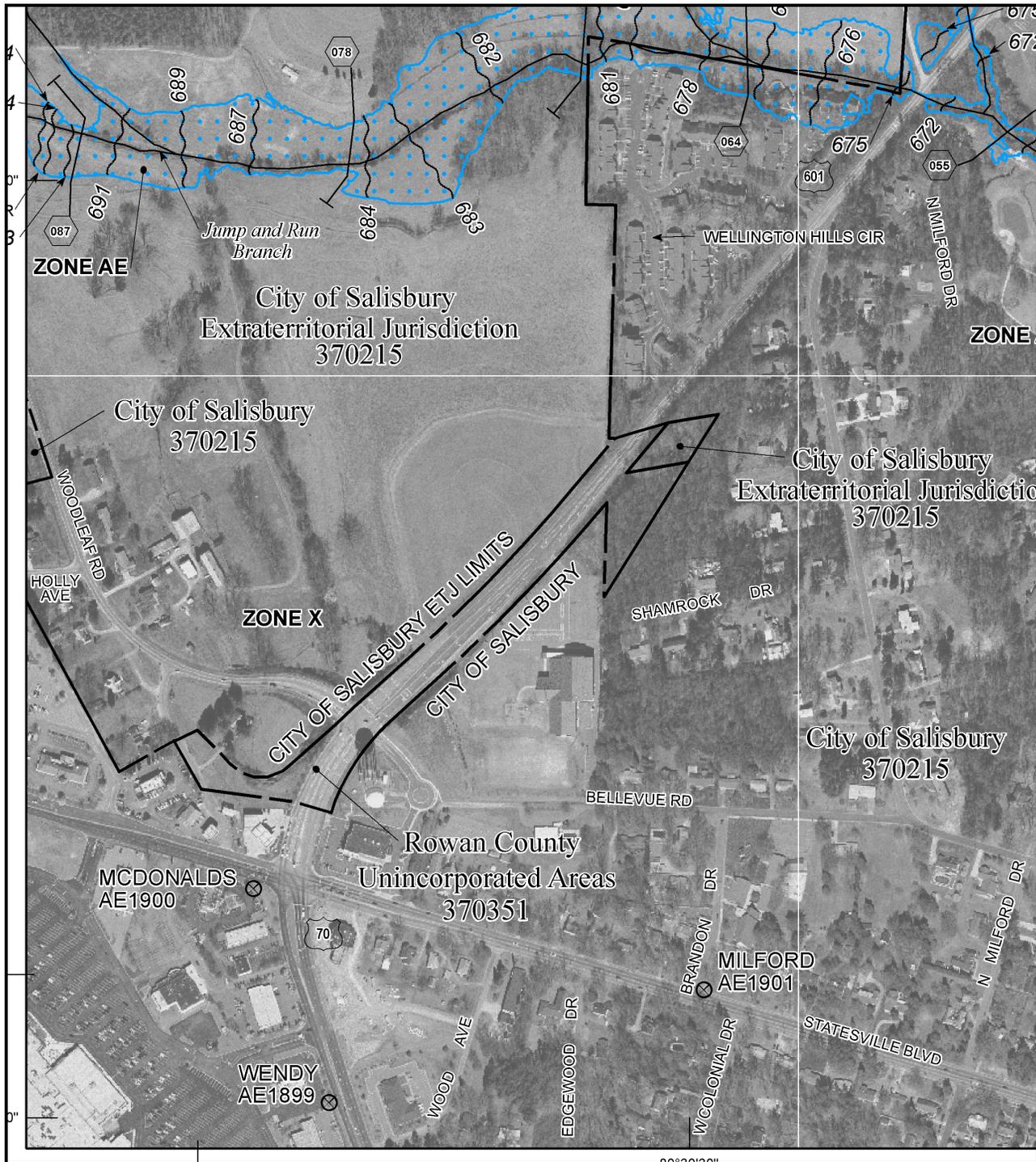
**INQUIRY #:** 3777191.5

**YEAR:** 2012

**| = 500'**



## **APPENDIX D**



**PANEL 5751J**

# FIRM

## FLOOD INSURANCE RATE MAP

### NORTH CAROLINA

**PANEL 5751**  
(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	CID No.	PANEL	SUFFIX
ROWAN COUNTY	370351	5751	J
SALISBURY, CITY OF	370215	5751	J

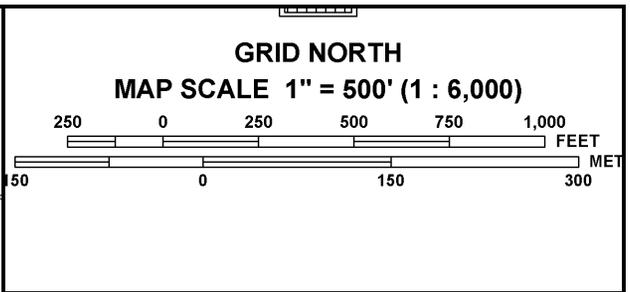
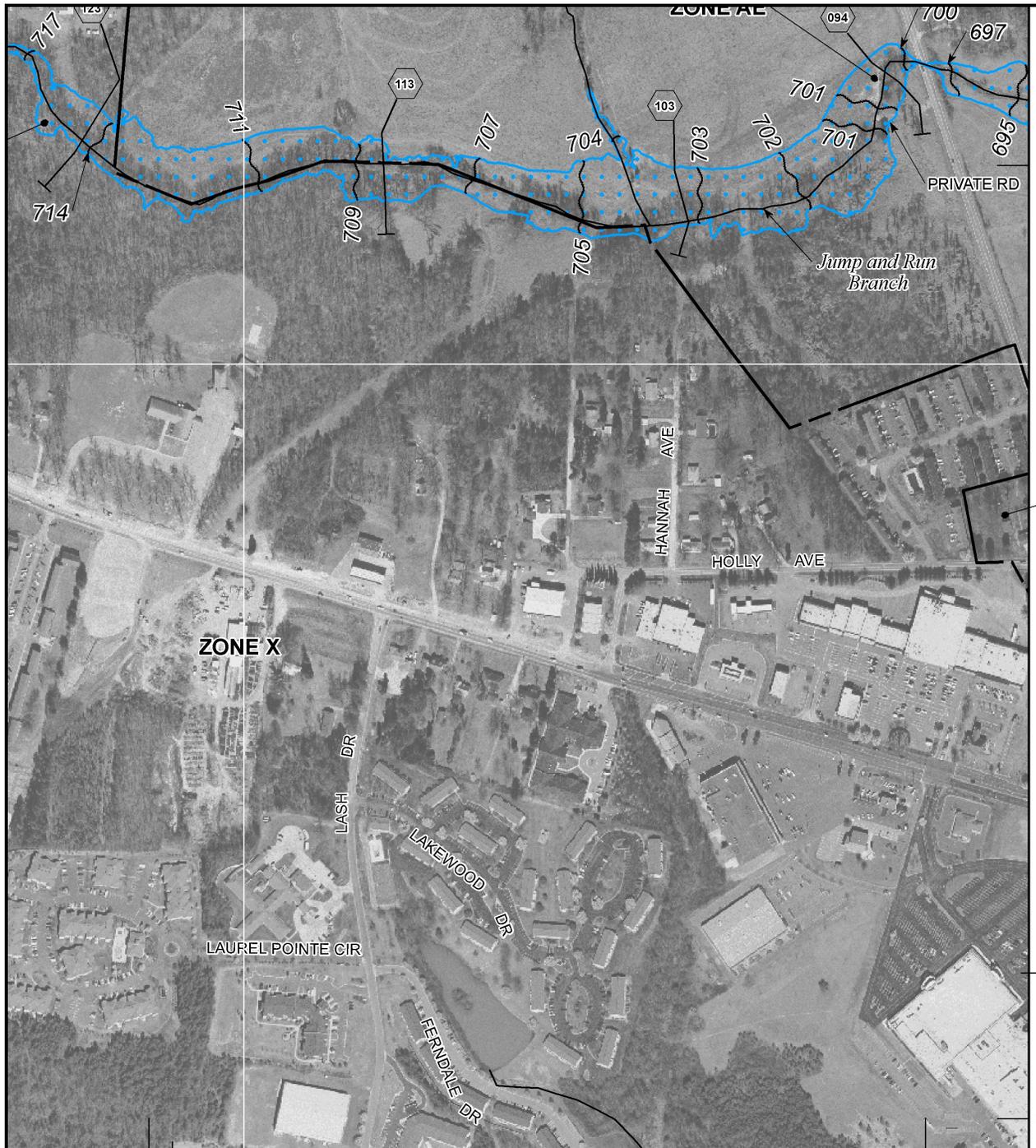
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**EFFECTIVE DATE**      **MAP NUMBER**  
**JUNE 16, 2009**      **3710575100J**




State of North Carolina  
 Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



PANEL 5741J

# FIRM

## FLOOD INSURANCE RATE MAP

### NORTH CAROLINA

**PANEL 5741**

(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	CID No.	PANEL	SUFFIX
ROWAN COUNTY	370351	5741	J
SALISBURY, CITY OF	370215	5741	J

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**EFFECTIVE DATE**  
**JUNE 16, 2009**

**MAP NUMBER**  
**3710574100J**

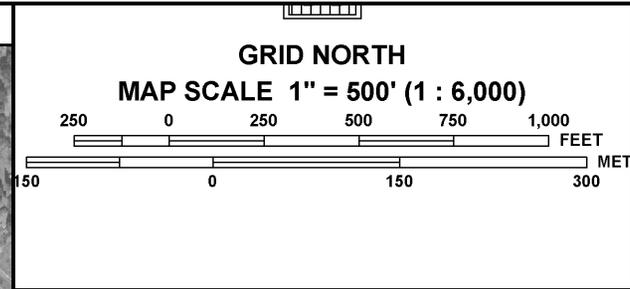


State of North Carolina  
 Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

80°31'30"

80°31'00"



PANEL 5750J

# FIRM

## FLOOD INSURANCE RATE MAP

### NORTH CAROLINA

**PANEL 5750**

(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	CID No.	PANEL	SUFFIX
ROWAN COUNTY	370351	5750	J
SALISBURY, CITY OF	370215	5750	J

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**EFFECTIVE DATE**  
JUNE 16, 2009

**MAP NUMBER**  
3710575000J



State of North Carolina  
Federal Emergency Management Agency

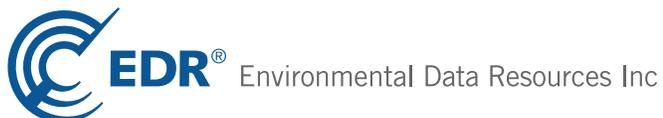
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

**Salisbury Mall**

1935 W. Jake Alexander Boulevard  
Salisbury, NC 28147

Inquiry Number: 3777191.2s  
November 05, 2013

**The EDR Radius Map™ Report with GeoCheck®**



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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***Thank you for your business.***  
 Please contact EDR at 1-800-352-0050  
 with any questions or comments.

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

1935 W. JAKE ALEXANDER BOULEVARD  
SALISBURY, NC 28147

#### COORDINATES

Latitude (North): 35.6917000 - 35° 41' 30.12"  
Longitude (West): 80.5147000 - 80° 30' 52.92"  
Universal Transverse Mercator: Zone 17  
UTM X (Meters): 543909.8  
UTM Y (Meters): 3949663.2  
Elevation: 756 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 35080-F5 ROWAN MILLS, NC  
Most Recent Revision: 1987  
  
East Map: 35080-F4 SALISBURY, NC  
Most Recent Revision: 1987

### AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2012  
Source: USDA

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

### STANDARD ENVIRONMENTAL RECORDS

#### *Federal NPL site list*

NPL..... National Priority List

## EXECUTIVE SUMMARY

Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

### ***Federal Delisted NPL site list***

Delisted NPL..... National Priority List Deletions

### ***Federal CERCLIS list***

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System  
FEDERAL FACILITY..... Federal Facility Site Information listing

### ***Federal RCRA CORRACTS facilities list***

CORRACTS..... Corrective Action Report

### ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

### ***Federal RCRA generators list***

RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

### ***Federal institutional controls / engineering controls registries***

US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROL..... Sites with Institutional Controls  
LUCIS..... Land Use Control Information System

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***State- and tribal - equivalent NPL***

NC HSDS..... Hazardous Substance Disposal Site

### ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF..... List of Solid Waste Facilities  
OLI..... Old Landfill Inventory

### ***State and tribal leaking storage tank lists***

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

### ***State and tribal registered storage tank lists***

AST..... AST Database  
INDIAN UST..... Underground Storage Tanks on Indian Land  
FEMA UST..... Underground Storage Tank Listing

### ***State and tribal institutional control / engineering control registries***

INST CONTROL..... No Further Action Sites With Land Use Restrictions Monitoring

# EXECUTIVE SUMMARY

## ***State and tribal voluntary cleanup sites***

INDIAN VCP..... Voluntary Cleanup Priority Listing

## ***State and tribal Brownfields sites***

BROWNFIELDS..... Brownfields Projects Inventory

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

### ***Local Lists of Landfill / Solid Waste Disposal Sites***

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

ODI..... Open Dump Inventory

HIST LF..... Solid Waste Facility Listing

SWRCY..... Recycling Center Listing

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

### ***Local Lists of Hazardous waste / Contaminated Sites***

US CDL..... Clandestine Drug Labs

US HIST CDL..... National Clandestine Laboratory Register

### ***Local Land Records***

LIENS 2..... CERCLA Lien Information

### ***Records of Emergency Release Reports***

HMIRS..... Hazardous Materials Information Reporting System

SPILLS 90..... SPILLS 90 data from FirstSearch

SPILLS 80..... SPILLS 80 data from FirstSearch

### ***Other Ascertainable Records***

DOT OPS..... Incident and Accident Data

DOD..... Department of Defense Sites

FUDS..... Formerly Used Defense Sites

CONSENT..... Superfund (CERCLA) Consent Decrees

ROD..... Records Of Decision

UMTRA..... Uranium Mill Tailings Sites

US MINES..... Mines Master Index File

TRIS..... Toxic Chemical Release Inventory System

TSCA..... Toxic Substances Control Act

FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing

SSTS..... Section 7 Tracking Systems

ICIS..... Integrated Compliance Information System

## EXECUTIVE SUMMARY

PADS.....	PCB Activity Database System
MLTS.....	Material Licensing Tracking System
RADINFO.....	Radiation Information Database
FINDS.....	Facility Index System/Facility Registry System
RAATS.....	RCRA Administrative Action Tracking System
RMP.....	Risk Management Plans
UIC.....	Underground Injection Wells Listing
NPDES.....	NPDES Facility Location Listing
INDIAN RESERV.....	Indian Reservations
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
PRP.....	Potentially Responsible Parties
2020 COR ACTION.....	2020 Corrective Action Program List
EPA WATCH LIST.....	EPA WATCH LIST
US FIN ASSUR.....	Financial Assurance Information
PCB TRANSFORMER.....	PCB Transformer Registration Database
COAL ASH.....	Coal Ash Disposal Sites
COAL ASH DOE.....	Steam-Electric Plant Operation Data
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
Financial Assurance.....	Financial Assurance Information Listing
LEAD SMELTERS.....	Lead Smelter Sites

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP..... EDR Proprietary Manufactured Gas Plants

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

### STANDARD ENVIRONMENTAL RECORDS

#### ***Federal CERCLIS NFRAP site List***

CERC-NFRAP: Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

A review of the CERC-NFRAP list, as provided by EDR, and dated 04/26/2013 has revealed that there is

## EXECUTIVE SUMMARY

1 CERC-NFRAP site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
USA RESERVE XVIII AIRBORNE COR	1825 WOODLEAF ROAD	NNE 1/8 - 1/4 (0.132 mi.)	13	22

### ***Federal RCRA generators list***

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 07/11/2013 has revealed that there is 1 RCRA-LQG site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CVS PHARMACY #7539	1924 STATESVILLE BLVD	ENE 0 - 1/8 (0.107 mi.)	D10	16

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 07/11/2013 has revealed that there is 1 RCRA-SQG site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NCDSCA 080-0006( HIGHLANDER CE	2000 STATESVILLE BLVD	NE 0 - 1/8 (0.062 mi.)	A4	8

### ***State- and tribal - equivalent CERCLIS***

SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environment & Natural Resources' Inactive Hazardous Sites Program.

A review of the SHWS list, as provided by EDR, and dated 05/24/2013 has revealed that there are 7 SHWS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WOODLEAF ROAD SOLVENT SITE	2021 WOODLEAF ROAD	N 0 - 1/8 (0.120 mi.)	C12	21
USA RESERVE XVIII AIRBORNE COR	1825 WOODLEAF ROAD	NNE 1/8 - 1/4 (0.132 mi.)	13	22
WOODLEAF & RIDGE PCE	3150 WOODLEAF RD	NNW 1/2 - 1 (0.696 mi.)	J32	64
MYERS BROTHERS GIN, INC.	3165 WOODLEAF ROAD	NNW 1/2 - 1 (0.703 mi.)	J33	64
STATESVILLE BLVD CONTAMINATION	2620 STATESVILLE BLVD	WNW 1/2 - 1 (0.980 mi.)	34	69
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MILFORD HILLS PCE SITE	SPRING AND COLONIAL DRI	ESE 1/8 - 1/4 (0.233 mi.)	F20	32

## EXECUTIVE SUMMARY

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CHEVRON</b>	<b>1825 JAKE ALEXANDER BLV</b>	<b>SE 1/4 - 1/2 (0.258 mi.)</b>	<b>G23</b>	<b>38</b>

### **State and tribal leaking storage tank lists**

LUST: The Leaking Underground Storage Tank Incidents Management Database contains an inventory of reported leaking underground storage tank incidents. The data come from the Department of Environment, & Natural Resources' Incidents by Address.

A review of the LUST list, as provided by EDR, and dated 08/09/2013 has revealed that there are 11 LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>COUNTRY CUPBOARD (FORMER)</b> Incident Phase: Follow Up	<b>2001 WOODLEAF ROAD</b>	<b>N 0 - 1/8 (0.114 mi.)</b>	<b>C11</b>	<b>18</b>
<b>MILFORD HILLS UNITED METHODIST</b> Incident Phase: Closed Out	<b>1630 STATESVILLE BLVD</b>	<b>E 1/4 - 1/2 (0.252 mi.)</b>	<b>22</b>	<b>36</b>
<b>WEAVER RESIDENCE</b> Incident Phase: Closed Out	<b>1714 BELLEVUE ROAD</b>	<b>ENE 1/4 - 1/2 (0.265 mi.)</b>	<b>24</b>	<b>40</b>
<b>BIVENS PROPERTY</b> Incident Phase: Closed Out	<b>2222 STATESVILLE BLVD</b>	<b>NW 1/4 - 1/2 (0.270 mi.)</b>	<b>25</b>	<b>43</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>BURNHAM RESDIENCE</b> Incident Phase: Closed Out	<b>130 WEST COLONIAL DRIVE</b>	<b>ESE 1/8 - 1/4 (0.182 mi.)</b>	<b>E17</b>	<b>27</b>
<b>MILFORD HILLS PCE SITE</b> <b>U.S. ARMY RESERVE TRAINING CEN</b> Incident Phase: Closed Out	<b>SPRING DRIVE &amp; W. COLON</b> <b>1835 JAKE ALEXANDER BLV</b>	<b>ESE 1/8 - 1/4 (0.226 mi.)</b> <b>SE 1/8 - 1/4 (0.239 mi.)</b>	<b>F19</b> <b>G21</b>	<b>30</b> <b>34</b>
<b>ROY RESIDENCE</b> Incident Phase: Closed Out	<b>1616 WILTSHIRE ROAD</b>	<b>ESE 1/4 - 1/2 (0.364 mi.)</b>	<b>26</b>	<b>46</b>
<b>FOOD LION</b> Incident Phase: Closed Out	<b>HARRISON RD</b>	<b>S 1/4 - 1/2 (0.399 mi.)</b>	<b>27</b>	<b>48</b>
<b>FOOD LION #2</b> <b>FOOD LION</b>	<b>2110 EXECUTIVE DR,</b> <b>2110 EXECUTIVE DRIVE</b>	<b>SSE 1/4 - 1/2 (0.472 mi.)</b> <b>SSE 1/4 - 1/2 (0.472 mi.)</b>	<b>H28</b> <b>H29</b>	<b>51</b> <b>52</b>

LUST TRUST: This database contains information about claims against the State Trust Funds for reimbursements for expenses incurred while remediating Leaking USTs.

A review of the LUST TRUST list, as provided by EDR, and dated 10/11/2013 has revealed that there are 4 LUST TRUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>WEAVER RESIDENCE</b> <b>BIVENS PROPERTY</b>	<b>1714 BELLEVUE ROAD</b> <b>2222 STATESVILLE BLVD</b>	<b>ENE 1/4 - 1/2 (0.265 mi.)</b> <b>NW 1/4 - 1/2 (0.270 mi.)</b>	<b>24</b> <b>25</b>	<b>40</b> <b>43</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>BURNHAM RESDIENCE</b>	<b>130 WEST COLONIAL DRIVE</b>	<b>ESE 1/8 - 1/4 (0.182 mi.)</b>	<b>E17</b>	<b>27</b>

## EXECUTIVE SUMMARY

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>FOOD LION</i>	<i>2110 EXECUTIVE DRIVE</i>	<i>SSE 1/4 - 1/2 (0.472 mi.)</i>	<i>H29</i>	<i>52</i>

LAST: A listing of leaking aboveground storage tank site locations.

A review of the LAST list, as provided by EDR, and dated 08/05/2013 has revealed that there are 2 LAST sites within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>FORMER EXXON TERMINAL</i>	<i>1715 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.473 mi.)</i>	<i>I30</i>	<i>54</i>
<i>SOUTHERN STATES COOPERATIVE, I</i>	<i>1710 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.477 mi.)</i>	<i>I31</i>	<i>57</i>

### **State and tribal registered storage tank lists**

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environment & Natural Resources' Petroleum Underground Storage Tank Database.

A review of the UST list, as provided by EDR, and dated 08/09/2013 has revealed that there are 5 UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
RUSHCO 11 AMOCO	2004 STATESVILLE BLVD	NE 0 - 1/8 (0.053 mi.)	A2	7
COUNTRY CUPBOARD	2010 STATESVILLE BLVD	NE 0 - 1/8 (0.068 mi.)	A7	11
REDS PLACE	WOODLEAF ROAD	N 0 - 1/8 (0.099 mi.)	C8	14
ED KLUTTZ	13 HOLLY AVENUE	N 1/8 - 1/4 (0.155 mi.)	15	25
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CONCRETE SUPPLY CO.	1833 JAKE ALEXANDER BLV	SSE 1/8 - 1/4 (0.220 mi.)	18	29

### **State and tribal voluntary cleanup sites**

VCP: Responsible Party Voluntary Action Sites from the Department of Environment and Natural Resources.

A review of the VCP list, as provided by EDR, and dated 05/24/2013 has revealed that there is 1 VCP site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>CHEVRON</i>	<i>1825 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.258 mi.)</i>	<i>G23</i>	<i>38</i>

# EXECUTIVE SUMMARY

## ADDITIONAL ENVIRONMENTAL RECORDS

### **Records of Emergency Release Reports**

IMD: Incident Management Database.

A review of the IMD list, as provided by EDR, and dated 07/21/2006 has revealed that there are 13 IMD sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>COUNTRY CUPBOARD (FORMER)</i>	<i>2001 WOODLEAF ROAD</i>	<i>N 0 - 1/8 (0.114 mi.)</i>	<i>C11</i>	<i>18</i>
<i>WOODLEAF ROAD SOLVENT SITE</i>	<i>2021 WOODLEAF ROAD</i>	<i>N 0 - 1/8 (0.120 mi.)</i>	<i>C12</i>	<i>21</i>
<i>WEAVER RESIDENCE</i>	<i>1714 BELLEVUE ROAD</i>	<i>ENE 1/4 - 1/2 (0.265 mi.)</i>	<i>24</i>	<i>40</i>
<i>BIVENS PROPERTY</i>	<i>2222 STATESVILLE BLVD</i>	<i>NW 1/4 - 1/2 (0.270 mi.)</i>	<i>25</i>	<i>43</i>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>BURNHAM RESIDENCE</i>	<i>130 WEST COLONIAL DRIVE</i>	<i>ESE 1/8 - 1/4 (0.182 mi.)</i>	<i>E16</i>	<i>26</i>
<i>MILFORD HILLS PCE SITE</i>	<i>SPRING DRIVE &amp; W. COLON</i>	<i>ESE 1/8 - 1/4 (0.226 mi.)</i>	<i>F19</i>	<i>30</i>
<i>MILFORD HILLS PCE SITE</i>	<i>SPRING AND COLONIAL DRI</i>	<i>ESE 1/8 - 1/4 (0.233 mi.)</i>	<i>F20</i>	<i>32</i>
<i>U.S. ARMY RESERVE TRAINING CEN</i>	<i>1835 JAKE ALEXANDER BLV</i>	<i>SE 1/8 - 1/4 (0.239 mi.)</i>	<i>G21</i>	<i>34</i>
<i>CHEVRON</i>	<i>1825 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.258 mi.)</i>	<i>G23</i>	<i>38</i>
<i>ROY RESIDENCE</i>	<i>1616 WILTSHIRE ROAD</i>	<i>ESE 1/4 - 1/2 (0.364 mi.)</i>	<i>26</i>	<i>46</i>
<i>FOOD LION</i>	<i>HARRISON RD</i>	<i>S 1/4 - 1/2 (0.399 mi.)</i>	<i>27</i>	<i>48</i>
<i>FORMER EXXON TERMINAL</i>	<i>1715 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.473 mi.)</i>	<i>I30</i>	<i>54</i>
<i>SOUTHERN STATES COOPERATIVE, I</i>	<i>1710 JAKE ALEXANDER BLV</i>	<i>SE 1/4 - 1/2 (0.477 mi.)</i>	<i>I31</i>	<i>57</i>

### **Other Ascertainable Records**

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 07/11/2013 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>USA RESERVE XVIII AIRBORNE COR</i>	<i>1825 WOODLEAF ROAD</i>	<i>NNE 1/8 - 1/4 (0.132 mi.)</i>	<i>13</i>	<i>22</i>

DRYCLEANERS: Potential and known drycleaning sites, active and abandoned, that the Drycleaning Solvent Cleanup Program has knowledge of and entered into this database.

A review of the DRYCLEANERS list, as provided by EDR, and dated 09/17/2013 has revealed that there is 1 DRYCLEANERS site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>HIGHLANDER CENTER LAUNDRY</i>	<i>2000 STATESVILLE BLVD</i>	<i>NE 0 - 1/8 (0.062 mi.)</i>	<i>A5</i>	<i>10</i>

## EXECUTIVE SUMMARY

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR US Hist Auto Stat: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR US Hist Auto Stat list, as provided by EDR, has revealed that there are 3 EDR US Hist Auto Stat sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	2010 STATESVILLE BLVD	NNE 0 - 1/8 (0.040 mi.)	A1	7
Not reported	1928 STATESVILLE BLVD	ENE 0 - 1/8 (0.104 mi.)	D9	15
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	2130 STATESVILLE BLVD	NW 0 - 1/8 (0.055 mi.)	B3	8

EDR US Hist Cleaners: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR US Hist Cleaners list, as provided by EDR, has revealed that there are 2 EDR US Hist Cleaners sites within approximately 0.25 miles of the target property.

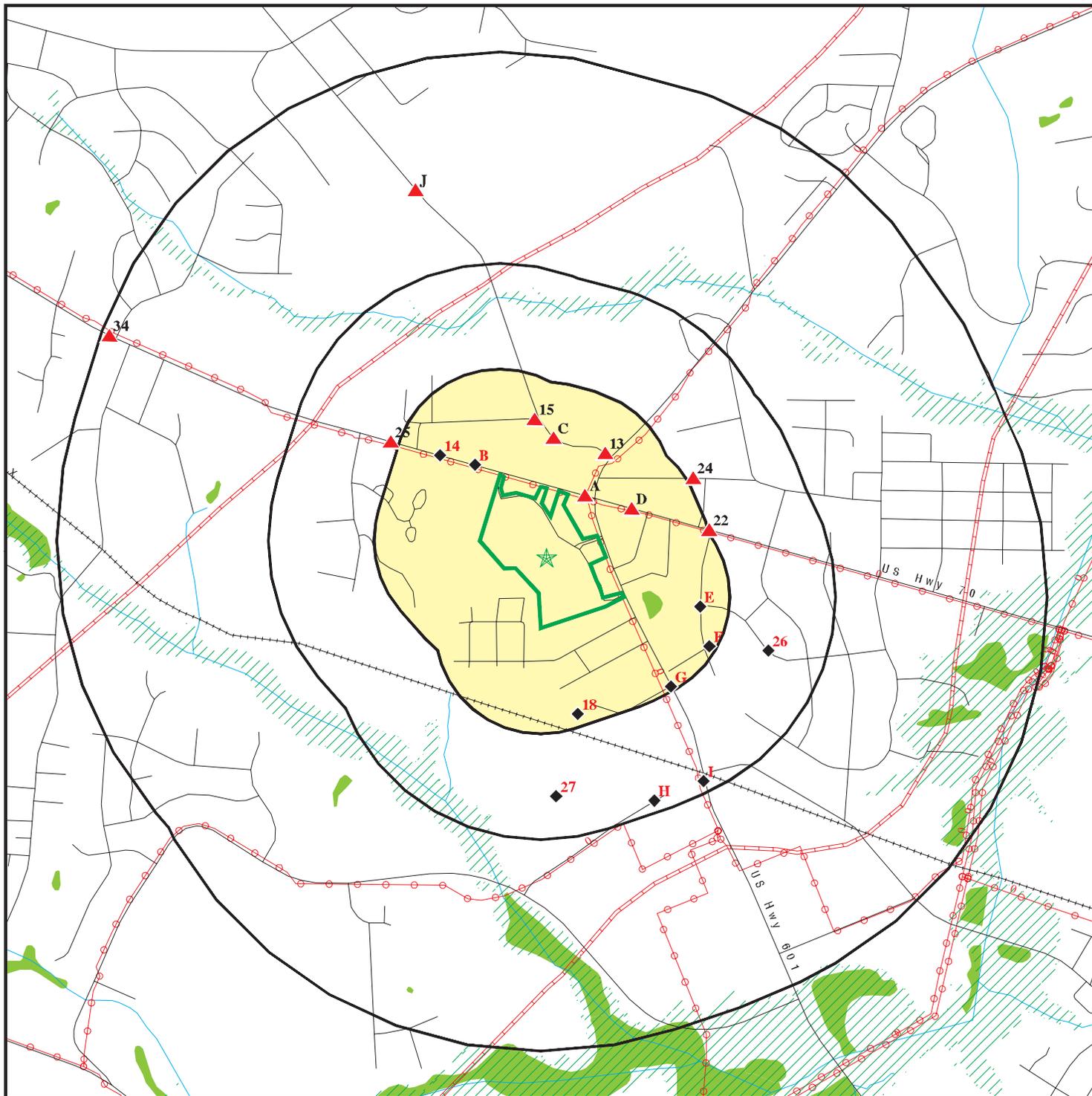
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	2134 STATESVILLE BLVD	NW 0 - 1/8 (0.064 mi.)	B6	11
Not reported	2172 STATESVILLE BLVD	NW 1/8 - 1/4 (0.149 mi.)	14	24

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 30 records.

<u>Site Name</u>	<u>Database(s)</u>
MCDONALD'S	LAST
FIBER CELANESE	SWF/LF, HIST LF
OWENS-ILL/SALISBURY BOX PLT	CERC-NFRAP
BROWN'S LANDING	IMD, LUST, UST
MYERS MARKET	UST
JOHN PENCE	UST
MYERS BROTHERS GIN, INC.	UST
CROSSROAD GROCERY	UST
KLUTTZ GROCERY AND SERVICE	UST
MOORE'S BUILDING SUPPLY'S	UST
CHANTICLEER TEAGUE	UST
MARGARET TAYLOR	UST
PARK & SHOP	UST
GOODNIGHTS EXXON	UST
OWENS ILLINOIS FPD	UST
PIEDMONT RESEARCH STATION	UST
MYERS SEPTIC TANK CO.	UST
VILLAGE GROCERY	UST
RIDENHOUR SUPPLY, INC	UST
OWENS ILLINOIS	UST
AMERICAN CENTURY HOME FABRICS	RCRA NonGen / NLR
TAYLORS JUNK BATTERIES	RCRA NonGen / NLR, FINDS
CAMPBLLS BODY SHOP	RCRA NonGen / NLR
FIBER IND INC LANDFILL	RCRA NonGen / NLR, FINDS
NC HWY PATROL	RCRA-CESQG, FINDS
LYERLY RESIDENCE	IMD
HOECHST CELANESE CRU/GRU	IMD
CELANESE - CRU & GRU UNIT (AKA	IMD
SALISBURY	TSCA
SALISBURY	TSCA

# OVERVIEW MAP - 3777191.2s



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

Oil & Gas pipelines from USGS

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

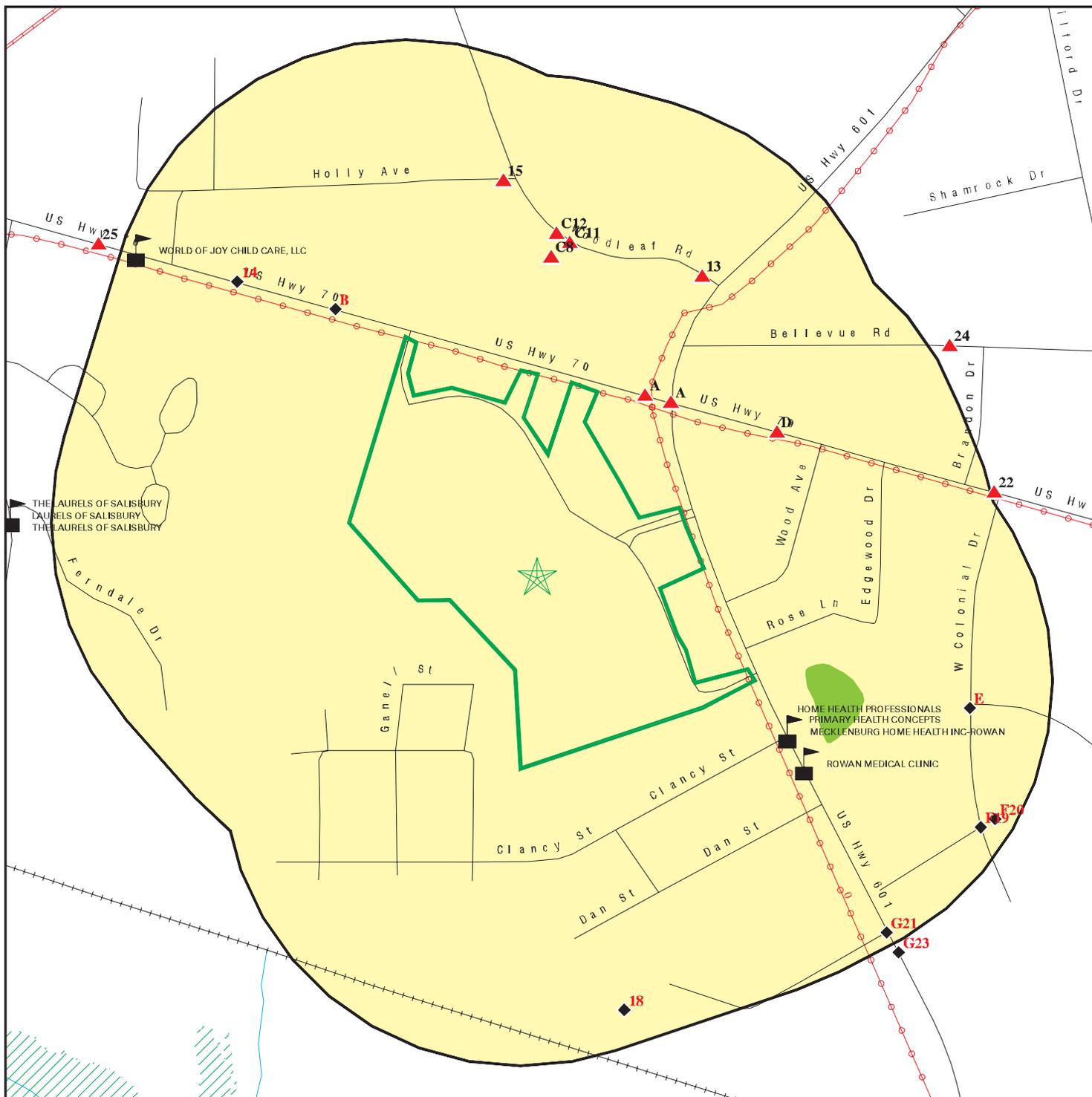
Hazardous Substance Disposal Sites

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Salisbury Mall  
 ADDRESS: 1935 W. Jake Alexander Boulevard  
 Salisbury NC 28147  
 LAT/LONG: 35.6917 / 80.5147

CLIENT: ESP Associates, P.A.  
 CONTACT: Chris Ward  
 INQUIRY #: 3777191.2s  
 DATE: November 05, 2013 2:49 pm

# DETAIL MAP - 3777191.2s



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites

-  Indian Reservations BIA
-  Power transmission lines
-  Oil & Gas pipelines from USGS
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory
-  State Wetlands
-  Hazardous Substance Disposal Sites



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p><b>SITE NAME:</b> Salisbury Mall  <b>ADDRESS:</b> 1935 W. Jake Alexander Boulevard                  Salisbury NC 28147  <b>LAT/LONG:</b> 35.6917 / 80.5147</p>	<p><b>CLIENT:</b> ESP Associates, P.A.  <b>CONTACT:</b> Chris Ward  <b>INQUIRY #:</b> 3777191.2s  <b>DATE:</b> November 05, 2013 2:51 pm</p>
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## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Federal NPL site list</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Federal CERCLIS list</i></b>								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
<b><i>Federal CERCLIS NFRAP site List</i></b>								
CERC-NFRAP	0.500		0	1	0	NR	NR	1
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	0.250		1	0	NR	NR	NR	1
RCRA-SQG	0.250		1	0	NR	NR	NR	1
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	TP		NR	NR	NR	NR	NR	0
<b><i>State- and tribal - equivalent NPL</i></b>								
NC HSDS	1.000		0	0	0	0	NR	0
<b><i>State- and tribal - equivalent CERCLIS</i></b>								
SHWS	1.000		1	2	1	3	NR	7
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
SWF/LF	0.500		0	0	0	NR	NR	0
OLI	0.500		0	0	0	NR	NR	0
<b><i>State and tribal leaking storage tank lists</i></b>								
LUST	0.500		1	3	7	NR	NR	11

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST TRUST	0.500		0	1	3	NR	NR	4
LAST	0.500		0	0	2	NR	NR	2
INDIAN LUST	0.500		0	0	0	NR	NR	0
<b>State and tribal registered storage tank lists</b>								
UST	0.250		3	2	NR	NR	NR	5
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
<b>State and tribal institutional control / engineering control registries</b>								
INST CONTROL	0.500		0	0	0	NR	NR	0
<b>State and tribal voluntary cleanup sites</b>								
VCP	0.500		0	0	1	NR	NR	1
INDIAN VCP	0.500		0	0	0	NR	NR	0
<b>State and tribal Brownfields sites</b>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b>Local Brownfield lists</b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b>Local Lists of Landfill / Solid Waste Disposal Sites</b>								
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
<b>Local Lists of Hazardous waste / Contaminated Sites</b>								
US CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
<b>Local Land Records</b>								
LIENS 2	TP		NR	NR	NR	NR	NR	0
<b>Records of Emergency Release Reports</b>								
HMIRS	TP		NR	NR	NR	NR	NR	0
IMD	0.500		2	4	7	NR	NR	13
SPILLS 90	TP		NR	NR	NR	NR	NR	0
SPILLS 80	TP		NR	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	1	NR	NR	NR	1

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		1	0	NR	NR	NR	1
NPDES	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP	1.000		0	0	0	0	NR	0
EDR US Hist Auto Stat	0.250		3	0	NR	NR	NR	3
EDR US Hist Cleaners	0.250		1	1	NR	NR	NR	2

#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**A1**  
**NNE**  
**< 1/8**  
**0.040 mi.**  
**212 ft.**

**2010 STATESVILLE BLVD**  
**SALISBURY, NC 28147**

**Site 1 of 5 in cluster A**

**EDR US Hist Auto Stat**    **1015306072**  
**N/A**

**Relative:**  
**Higher**

EDR Historical Auto Stations:

Name:                    COUNTRY CUPBOARD BP  
Year:                     2010  
Address:                 2010 STATESVILLE BLVD

**Actual:**  
**800 ft.**

**A2**  
**NE**  
**< 1/8**  
**0.053 mi.**  
**281 ft.**

**RUSHCO 11 AMOCO**  
**2004 STATESVILLE BLVD**  
**SALISBURY, NC 28147**

**Site 2 of 5 in cluster A**

**UST**    **U003147312**  
**N/A**

**Relative:**  
**Higher**

UST:

Facility Id:                00-0-0000034881  
Contact:                    RUSHER OIL CO INC  
Contact Address1:        PO BOX 1483/2201 EXECUTIVE DR  
Contact Address2:        Not reported  
Contact City/State/Zip:   SALISBURY, NC 28144-1483  
FIPS County Desc:        Rowan  
Latitude:                    35.69421  
Longitude:                  -80.51296

**Actual:**  
**802 ft.**

Tank Id:                     1  
Tank Status:                Current  
Installed Date:             08/30/1995  
Perm Close Date:          Not reported  
Product Key:                3  
Product Name:              Gasoline, Gas Mix  
Tank Capacity:             15000  
Root Tank Id:               208401  
Main Tank:                  Yes  
Compartment Tank:        Yes  
Manifold Tank:             0  
Commercial:                Yes  
Regulated:                 Yes  
Tank Construction:        Single Wall FRP  
Piping Construction:      Other  
Piping System Key:        Unknown  
Other CP Tank:             Not reported

Tank Id:                     1B  
Tank Status:                Current  
Installed Date:             08/30/1995  
Perm Close Date:          Not reported  
Product Key:                3  
Product Name:              Gasoline, Gas Mix  
Tank Capacity:             8000  
Root Tank Id:               208401  
Main Tank:                  No  
Compartment Tank:        Yes  
Manifold Tank:             0  
Commercial:                Yes  
Regulated:                 Yes  
Tank Construction:        Single Wall FRP

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**RUSHCO 11 AMOCO (Continued)**

**U003147312**

Piping Construction: Other  
Piping System Key: Unknown  
Other CP Tank: Not reported

**B3  
NW  
< 1/8  
0.055 mi.  
289 ft.**

**2130 STATESVILLE BLVD  
SALISBURY, NC 28147**

**EDR US Hist Auto Stat 1015325259  
N/A**

**Site 1 of 2 in cluster B**

**Relative:  
Lower**

EDR Historical Auto Stations:

Name: MIDAS MUFFLER & BRAKE SHOPS  
Year: 1999  
Address: 2130 STATESVILLE BLVD

**Actual:  
753 ft.**

Name: MIDAS AUTO SYSTEMS EXPERTS  
Year: 2000  
Address: 2130 STATESVILLE BLVD

Name: MIDAS AUTO SYSTEMS EXPERTS  
Year: 2001  
Address: 2130 STATESVILLE BLVD

Name: MIDAS AUTO SERVICE EXPERTS  
Year: 2005  
Address: 2130 STATESVILLE BLVD

Name: BELLS AUTO SERVICE INC  
Year: 2008  
Address: 2130 STATESVILLE BLVD

Name: BELLS AUTO SERVICE INC  
Year: 2009  
Address: 2130 STATESVILLE BLVD

Name: MIDAS AUTO SVC EXPERTS  
Year: 2010  
Address: 2130 STATESVILLE BLVD

**A4  
NE  
< 1/8  
0.062 mi.  
328 ft.**

**NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY )  
2000 STATESVILLE BLVD  
SALISBURY, NC 28147**

**RCRA-SQG 1014393884  
NCR000149591**

**Site 3 of 5 in cluster A**

**Relative:  
Higher**

RCRA-SQG:

Date form received by agency: 06/04/2012  
Facility name: NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY )  
Facility address: 2000 STATESVILLE BLVD  
SUITE 100  
SALISBURY, NC 28147

**Actual:  
797 ft.**

EPA ID: NCR000149591  
Mailing address: 1646 MAIL SERVICE CENTER  
ATTN DSCA PROGRAM  
RALEIGH, NC 27699-1646  
Contact: JAY KING

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY ) (Continued)**

**1014393884**

Contact address: 1646 MAIL SERVICE CENTER ATTN DSCA PROGRAM  
RALEIGH, NC 27699-1646  
Contact country: US  
Contact telephone: (919) 707-8367  
Contact email: JAY.KING@NCDENR.GOV  
EPA Region: 04  
Classification: Small Small Quantity Generator  
Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

**Owner/Operator Summary:**

Owner/operator name: RUSHER OIL CO., INC.  
Owner/operator address: 2201 EXECUTIVE DRIVE  
SALISBURY, NC 28147  
Owner/operator country: US  
Owner/operator telephone: (704) 633-3211  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 01/01/1981  
Owner/Op end date: Not reported

Owner/operator name: PETITIONER(S) FOR DSCA SITE ID 080-0006  
Owner/operator address: 1646 MAIL SERVICE CENTER ATTN DSCA PROGRAM  
RALEIGH, NC 27699  
Owner/operator country: US  
Owner/operator telephone: (919) 707-8367  
Legal status: Other  
Owner/Operator Type: Operator  
Owner/Op start date: 05/24/2011  
Owner/Op end date: Not reported

**Handler Activities Summary:**

U.S. importer of hazardous waste: No  
Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No  
Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No  
Used oil fuel burner: No  
Used oil processor: No  
User oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

**Historical Generators:**

Date form received by agency: 03/16/2012  
Facility name: NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY )  
Classification: Large Quantity Generator

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY ) (Continued)**

**1014393884**

Date form received by agency: 01/09/2012  
Facility name: NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY )  
Site name: NCDSCA 080-0006 (HIGHLANDER CTR LAUNDRY)  
Classification: Large Quantity Generator

Date form received by agency: 08/09/2010  
Facility name: NCDSCA 080-0006( HIGHLANDER CENTER LAUNDRY )  
Site name: NCDSCA 080-0006 (HIGHLANDER CTR LAUNDRY)  
Classification: Small Quantity Generator

**Hazardous Waste Summary:**

Waste code: F002  
Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE LISTED IN F001, F004, OR F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

**Biennial Reports:**

Last Biennial Reporting Year: 2013

**Annual Waste Handled:**

Waste code: F002  
Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE LISTED IN F001, F004, OR F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Amount (Lbs): 19600

Violation Status: No violations found

**A5  
NE  
< 1/8  
0.062 mi.  
328 ft.**

**HIGHLANDER CENTER LAUNDRY  
2000 STATESVILLE BLVD  
SALISBURY, NC 28147  
Site 4 of 5 in cluster A**

**DRYCLEANERS S111698822  
N/A**

**Relative:  
Higher**

DRYCLEANERS:  
Facility ID: DC800006  
Status: Assessment  
Lat/Long: 35.69408 -80.51290000000  
ID Number: 800006  
Shopping Center: Not reported  
Certified Date: 05/24/2011  
PM: JK  
Project Manager: Jay King  
Phone Number: (919)707-8367

**Actual:  
797 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**HIGHLANDER CENTER LAUNDRY (Continued)**

**S111698822**

Facility ID: DC800006  
Status: Not reported  
Lat/Long: 35.69408 -80.51290000000  
ID Number: 800006  
Shopping Center: Not reported  
Certified Date: Not reported  
PM: Not reported  
Project Manager: Not reported  
Phone Number: Not reported

**B6  
NW  
< 1/8  
0.064 mi.  
336 ft.**

**2134 STATESVILLE BLVD  
SALISBURY, NC 28147  
Site 2 of 2 in cluster B**

**EDR US Hist Cleaners 1015018258  
N/A**

**Relative:  
Lower**

EDR Historical Cleaners:  
Name: BELLS 60 MINUTE CLEANERS  
Year: 2003

**Actual:  
751 ft.**

Address: 2134 STATESVILLE BLVD

**A7  
NE  
< 1/8  
0.068 mi.  
357 ft.**

**COUNTRY CUPBOARD  
2010 STATESVILLE BLVD  
SALISBURY, NC 28144  
Site 5 of 5 in cluster A**

**UST U003142774  
N/A**

**Relative:  
Higher**

UST:  
Facility Id: 00-0-0000002444  
Contact: STORE MARKETING INC.  
Contact Address1: 322 E FISHER ST, SUITE 101  
Contact Address2: Not reported  
Contact City/State/Zip: SALISBURY, NC 28144-1408  
FIPS County Desc: Rowan  
Latitude: 35.69443  
Longitude: -80.51367

**Actual:  
793 ft.**

Tank Id: 001  
Tank Status: Removed  
Installed Date: 05/06/1980  
Perm Close Date: 01/30/1992  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 4000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

COUNTRY CUPBOARD (Continued)

U003142774

Tank Id: 002  
Tank Status: Removed  
Installed Date: 05/07/1976  
Perm Close Date: 02/11/1992  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 4000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

Tank Id: 003  
Tank Status: Removed  
Installed Date: 05/07/1976  
Perm Close Date: 02/11/1992  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 4000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

Tank Id: 004  
Tank Status: Removed  
Installed Date: 05/07/1976  
Perm Close Date: 02/11/1992  
Product Key: 8  
Product Name: Kerosene, Kero Mix  
Tank Capacity: 4000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**COUNTRY CUPBOARD (Continued)**

**U003142774**

Tank Id: 005  
Tank Status: Current  
Installed Date: 09/22/1987  
Perm Close Date: Not reported  
Product Key: 8  
Product Name: Kerosene, Kero Mix  
Tank Capacity: 4000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: 0  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall FRP  
Piping System Key: European Suction  
Other CP Tank: Not reported

Tank Id: A1  
Tank Status: Current  
Installed Date: 02/01/1992  
Perm Close Date: Not reported  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 6000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: 0  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall FRP  
Piping Construction: Single Wall FRP  
Piping System Key: Pressurized System  
Other CP Tank: Not reported

Tank Id: A2  
Tank Status: Current  
Installed Date: 02/01/1992  
Perm Close Date: Not reported  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 10000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: 0  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall FRP  
Piping Construction: Single Wall FRP  
Piping System Key: Pressurized System  
Other CP Tank: Not reported

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**C8**  
**North**  
**< 1/8**  
**0.099 mi.**  
**524 ft.**

**REDS PLACE**  
**WOODLEAF ROAD**  
**SALISBURY, NC 28144**  
**Site 1 of 3 in cluster C**

**UST**    **U001199040**  
**N/A**

**Relative:**  
**Higher**

UST:

Facility Id: 00-0-0000019966  
 Contact: REDS PLACE  
 Contact Address1: WOODLEAF ROAD  
 Contact Address2: Not reported  
 Contact City/State/Zip: SALISBURY, NC 28144  
 FIPS County Desc: Rowan  
 Latitude: 0  
 Longitude: 0

**Actual:**  
**759 ft.**

Tank Id: 58-002  
 Tank Status: Removed  
 Installed Date: 05/08/1958  
 Perm Close Date: 03/01/1980  
 Product Key: 8  
 Product Name: Kerosene, Kero Mix  
 Tank Capacity: 280  
 Root Tank Id: Not reported  
 Main Tank: No  
 Compartment Tank: No  
 Manifold Tank: Not reported  
 Commercial: Yes  
 Regulated: Yes  
 Tank Construction: Single Wall Steel  
 Piping Construction: Single Wall Steel  
 Piping System Key: Unknown  
 Other CP Tank: Not reported

Tank Id: 58-003  
 Tank Status: Removed  
 Installed Date: 05/08/1958  
 Perm Close Date: 03/01/1980  
 Product Key: 3  
 Product Name: Gasoline, Gas Mix  
 Tank Capacity: 550  
 Root Tank Id: Not reported  
 Main Tank: No  
 Compartment Tank: No  
 Manifold Tank: Not reported  
 Commercial: Yes  
 Regulated: Yes  
 Tank Construction: Single Wall Steel  
 Piping Construction: Single Wall Steel  
 Piping System Key: Unknown  
 Other CP Tank: Not reported

Tank Id: 58-004  
 Tank Status: Removed  
 Installed Date: 05/08/1958  
 Perm Close Date: 03/01/1980  
 Product Key: 3

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**REDS PLACE (Continued)**

**U001199040**

Product Name: Gasoline, Gas Mix  
Tank Capacity: 550  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

Tank Id: 59-005  
Tank Status: Removed  
Installed Date: 05/08/1959  
Perm Close Date: 03/01/1980  
Product Key: 3  
Product Name: Gasoline, Gas Mix  
Tank Capacity: 1000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Single Wall Steel  
Piping System Key: Unknown  
Other CP Tank: Not reported

**D9**  
**ENE**  
**< 1/8**  
**0.104 mi.**  
**550 ft.**

**1928 STATESVILLE BLVD**  
**SALISBURY, NC 28144**

**EDR US Hist Auto Stat 1015293520**  
**N/A**

**Site 1 of 2 in cluster D**

**Relative:**  
**Higher**

**EDR Historical Auto Stations:**

Name: MASTER LUBE EXPRESS  
Year: 1999  
Address: 1928 STATESVILLE BLVD

**Actual:**  
**775 ft.**

Name: MASTER LUBE EXPRESS  
Year: 2000  
Address: 1928 STATESVILLE BLVD

Name: MASTER LUBE EXPRESS  
Year: 2001  
Address: 1928 STATESVILLE BLVD

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

D10  
ENE  
< 1/8  
0.107 mi.  
566 ft.

CVS PHARMACY #7539  
1924 STATESVILLE BLVD  
SALISBURY, NC 28144

RCRA-LQG 1014956108  
NCR000153940

Site 2 of 2 in cluster D

Relative:  
Higher

RCRA-LQG:

Actual:  
774 ft.

Date form received by agency: 07/01/2013  
Facility name: CVS PHARMACY #7539  
Facility address: 1924 STATESVILLE BLVD  
SALISBURY, NC 28144  
EPA ID: NCR000153940  
Mailing address: CVS DR  
WOONSOCKET, RI 02895  
Contact: WENDY L BRANT  
Contact address: CVS DR  
WOONSOCKET, RI 02895  
Contact country: US  
Contact telephone: 401-765-1500  
Contact email: WENDY.BRANT@CVSCAREMARK.COM  
EPA Region: 04  
Classification: Large Quantity Generator  
Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:

Owner/operator name: COLONIAL SALISBURY LLC  
Owner/operator address: SIX FORKS RD  
RALEIGH, NC 27609  
Owner/operator country: US  
Owner/operator telephone: 919-782-2727  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 10/20/2003  
Owner/Op end date: Not reported  
  
Owner/operator name: NORTH CAROLINA CVS PHARMACY LLC  
Owner/operator address: CVS DR  
WOONSOCKET, RI 02895  
Owner/operator country: US  
Owner/operator telephone: 401-765-1500  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 11/09/2003  
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CVS PHARMACY #7539 (Continued)**

**1014956108**

Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No  
Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No  
Used oil fuel burner: No  
Used oil processor: No  
User oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

Historical Generators:

Date form received by agency: 04/05/2012  
Facility name: CVS PHARMACY #7539  
Classification: Small Quantity Generator

Hazardous Waste Summary:

Waste code: D001  
Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: D002  
Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Waste code: D009  
Waste name: MERCURY

Waste code: D011  
Waste name: SILVER

Waste code: P001  
Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%

Waste code: P042  
Waste name: 1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)-

Waste code: P075  
Waste name: NICOTINE, & SALTS

Waste code: P081

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CVS PHARMACY #7539 (Continued)**

**1014956108**

Waste name: NITROGLYCERINE (R)

Violation Status: No violations found

**C11**  
**North**  
**< 1/8**  
**0.114 mi.**  
**604 ft.**

**COUNTRY CUPBOARD (FORMER)**  
**2001 WOODLEAF ROAD**  
**SALISBURY, NC 28147**

**IMD S105764426**  
**LUST N/A**

**Site 2 of 3 in cluster C**

**Relative:**  
**Higher**

IMD:

**Actual:**  
**767 ft.**

Region: MOR  
Facility ID: 3519  
Date Occurred: 4/16/1992  
Submit Date: 9/30/1987  
GW Contam: Yes, Groundwater Contamination has been detected  
Soil Contam: No  
Incident Desc: WHILE CONST. A DOMESTIC WELL FOR JERRY FRANKLIN A STRONG ORGANIC ODOR WAS ENCOUNTERED. EXISTING WELL SAMPLE SHOWED 1,2 DICHLOROETHANE & TETRACHLOROETH  
Operator: BOB DAVIS  
Contact Phone: Not reported  
Owner Company: SUN OIL COMPANY  
Operator Address:4041 MARKET STREET  
Operator City: ASTON  
Oper City,St,Zip: ASTON, PA 19014  
Ownership: Unknown  
Operation: Not Reported  
Material: GASOLINE  
Qty Lost 1: Not reported  
Qty Recovered 1: NONE  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Residence  
Setting: Residential  
Risk Site: H  
Site Priority: 180B  
Priority Code: H  
Priority Update: 5/15/1998  
Dem Contact: DSG  
Wells Affected: Yes  
Num Affected: 1  
Wells Contam: JERRY FRANKLIN RESD.  
Sampled By: None  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: 35.69416666  
Longitude: -80.51333333  
Latitude Number: 354139  
Longitude Number: 803048  
Latitude Decimal: 35.6941666666667  
Longitude Decimal: 80.5133333333333  
GPS: 3  
Agency: DWM  
Facility ID: 3519  
Last Modified: 3/14/2002  
Incident Phase: Follow Up  
NOV Issued: 1/30/2002

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**COUNTRY CUPBOARD (FORMER) (Continued)**

**S105764426**

NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST:**

Facility ID: 00-0-000  
UST Number: MO-2789  
Incident Number: 3519  
Contamination Type: Groundwater/Both  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 07/09/1987  
Date Occur: 04/16/1992  
Cleanup: 04/16/1992  
Closure Request: Not reported  
Close Out: Not reported  
Level Of Soil Cleanup Achieved: Industrial/Commercial  
Tank Regulated Status: Regulated  
# Of Supply Wells: Not reported  
Commercial/NonCommercial UST Site: COMMERCIAL  
Risk Classification: H  
Risk Class Based On Review: H  
Corrective Action Plan Type: FS  
NOV Issue Date: Not reported  
NORR Issue Date: 04/16/1992  
Site Priority: 180B  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in House  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 0  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6941 -80.5135  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**COUNTRY CUPBOARD (FORMER) (Continued)**

**S105764426**

Company: SUN OIL COMPANY  
Contact Person: BOB DAVIS  
Telephone: Not reported  
RP Address: 4041 MARKET STREET  
RP City,St,Zip: ASTON, PA 19014  
RP County: Not reported  
Comments: NOT STF ELIGIBLE. RELEASE WAS IN OCT. 1986 DENIED IN 1993 PER G. MATTHIS. (rec coor 35.694400 80.513400)  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 3519  
Date Occurred: 1987-07-09 00:00:00  
Date Reported: 1987-09-30 00:00:00  
Description Of Incident: WHILE CONST. A DOMESTIC WELL FOR JERRY FRANKLIN A STRONG ORGANIC ODOR WAS ENCOUNTERED. EXISTING WELL SAMPLE SHOWED 1,2 DICHLOROETHANE & TETRACHLOROETH  
Owner/Operator: DAN SHINE  
Ownership: 3  
Operation Type: 0  
Type: 3  
Location: 7  
Site Priority: 180B  
Priority Update: 1998-05-15 00:00:00  
Wells Affected Y/N: Y  
Samples Include: 1  
7#5 Minute Quad: 5  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Pirf  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported  
  
Last Modified: 2002-03-14 00:00:00  
**Incident Phase: Follow Up**  
NOV Issued: 2002-01-30 00:00:00  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**C12**  
**North**  
**< 1/8**  
**0.120 mi.**  
**631 ft.**

**WOODLEAF ROAD SOLVENT SITE**  
**2021 WOODLEAF ROAD**  
**SALISBURY, NC**

**SHWS** **S105912236**  
**IMD** **N/A**

**Site 3 of 3 in cluster C**

**Relative:**  
**Higher**

**SHWS:**  
Facility ID: NONCD0002754  
Lat/Longitude: 35.694849 / -80.514367  
Geolocation Method: Unknown

**Actual:**  
**764 ft.**

**IMD:**

Region: MOR  
Facility ID: 19961  
Date Occurred: 2/3/1999  
Submit Date: 4/27/1999  
GW Contam: Yes, Groundwater Contamination has been detected  
Soil Contam: Not reported  
Incident Desc: LOW LEVELS OF PCE(0.9) AND TCFM(2.5) FOUND IN WSW DURING SAMPLING AT COUNTRY CUPBOARD UST SITE #3519. 12/00: WSW DISCONNECTED AND SERVED BY CITY WATER. RE-RANK  
Operator: UNKNOWN,  
Contact Phone: Not reported  
Owner Company: UNKNOWN  
Operator Address: UNKNOWN  
Operator City: UNKNOWN  
Oper City,St,Zip: UNKNOWN, NC  
Ownership: Municipal  
Operation: Agricultural  
Material: PCE  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Material: TRICHLOROFLUOROMETHANE  
Qty Lost: Not reported  
Qty Recovered: Not reported  
Source: Unknown  
Type: Other inorganics  
Location: Residence  
Setting: Residential  
Risk Site: No  
Site Priority: Not reported  
Priority Code: B  
Priority Update: 5/3/1999  
Dem Contact: AHP  
Wells Affected: No  
Num Affected: 1  
Wells Contam: 2021 WOODLEAF RD.  
Sampled By: Other  
Samples Include: Groundwater Samples  
7.5 Min Quad: Not reported  
5 Min Quad: L62T  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: GPS  
Agency: DWQ

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**WOODLEAF ROAD SOLVENT SITE (Continued)**

**S105912236**

Facility ID: 19961  
 Last Modified: 8/18/2005  
 Incident Phase: Discovery  
 NOV Issued: Not reported  
 NORR Issued: Not reported  
 45 Day Report: Not reported  
 Public Meeting Held: Not reported  
 Corrective Action Planned: Not reported  
 SOC Sighned: Not reported  
 Reclassification Report: Not reported  
 RS Designation: Not reported  
 Closure Request Date: Not reported  
 Close-out Report: Not reported

**13  
 NNE  
 1/8-1/4  
 0.132 mi.  
 695 ft.**

**USA RESERVE XVIII AIRBORNE CORPS  
 1825 WOODLEAF ROAD  
 SALISBURY, NC 28144**

**CERC-NFRAP  
 RCRA NonGen / NLR  
 FINDS  
 SHWS**

**1000129827  
 NC5210022047**

**Relative:  
 Higher**

CERC-NFRAP:

Site ID: 0403182  
 Federal Facility: Federal Facility  
 NPL Status: Not on the NPL

**Actual:  
 763 ft.**

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Site Contact Details:

Contact Sequence ID: 4309509.00000  
 Person ID: 4270042.00000

Contact Sequence ID: 4357388.00000  
 Person ID: 4000084.00000

Contact Sequence ID: 4368916.00000  
 Person ID: 4270039.00000

Contact Sequence ID: 4429421.00000  
 Person ID: 4000312.00000

Contact Sequence ID: 4430336.00000  
 Person ID: 4000508.00000

Contact Sequence ID: 4538172.00000  
 Person ID: 4000533.00000

Contact Sequence ID: 4757698.00000  
 Person ID: 4000275.00000

Contact Sequence ID: 4781860.00000  
 Person ID: 13002428.00000

Contact Sequence ID: 4831148.00000  
 Person ID: 4270104.00000

Contact Sequence ID: 13093385.00000  
 Person ID: 4272610.00000

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**USA RESERVE XVIII AIRBORNE CORPS (Continued)**

**1000129827**

CERCLIS-NFRAP Site Alias Name(s):

Alias Name: USA RESERVE XVIII AIRBORNE CORPS  
Alias Address: Not reported  
ROWAN, NC

Alias Name: SALISBURY ARMY RESERVE CENTER  
Alias Address: 1825 WOODLEAF RD, PO BOX 1927  
SALISBURY, NC 29152

CERCLIS-NFRAP Assessment History:

Action: PRELIMINARY ASSESSMENT  
Date Started: 10/31/91  
Date Completed: 04/03/06  
Priority Level: NFRAP-Site does not qualify for the NPL based on existing information

Action: ARCHIVE SITE  
Date Started: / /  
Date Completed: 04/03/06  
Priority Level: Not reported

Action: PRELIMINARY ASSESSMENT  
Date Started: / /  
Date Completed: 08/29/90  
Priority Level: Low priority for further assessment

Action: DISCOVERY  
Date Started: / /  
Date Completed: 11/16/88  
Priority Level: Not reported

RCRA NonGen / NLR:

Date form received by agency: 08/10/1990  
Facility name: ARMY RESERVE XVIII AIRBORNE CORPS  
Facility address: 1825 WOODLEAF ROAD  
SALISBURY, NC 28144  
EPA ID: NC5210022047  
Mailing address: ATTN: AFZA FE EE  
FORT BRAGG, NC 28307  
Contact: BRUCE PARKER  
Contact address: Not reported  
Not reported  
Contact country: Not reported  
Contact telephone: (919) 396-8207  
Contact email: Not reported  
EPA Region: 04  
Classification: Non-Generator  
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: DEPARTMENT OF ARMY  
Owner/operator address: Not reported  
Not reported  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Legal status: Federal

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**USA RESERVE XVIII AIRBORNE CORPS (Continued)**

**1000129827**

Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No  
Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No  
Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No  
Used oil fuel burner: No  
Used oil processor: No  
User oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

Violation Status: No violations found

FINDS:

Registry ID: 110004014968

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

SHWS:

Facility ID: NC5210022047  
Lat/Longitude: Not reported  
Geolocation Method: Not reported

14  
NW  
1/8-1/4  
0.149 mi.  
786 ft.

2172 STATESVILLE BLVD  
SALISBURY, NC 28147

EDR US Hist Cleaners 1015019400  
N/A

Relative:  
Lower

EDR Historical Cleaners:

Name: MAYTAG LAUNDRY  
Year: 1999  
Address: 2172 STATESVILLE BLVD

Actual:  
750 ft.

Name: MAYTAG LAUNDRY  
Year: 2000  
Address: 2172 STATESVILLE BLVD

Name: MAYTAG LAUNDRY

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**(Continued)**

**1015019400**

Year: 2001  
 Address: 2172 STATESVILLE BLVD

Name: MAYTAG LAUNDRY  
 Year: 2003  
 Address: 2172 STATESVILLE BLVD

Name: MAYTAG LAUNDRY  
 Year: 2004  
 Address: 2172 STATESVILLE BLVD

Name: MAYTAG LAUNDRY  
 Year: 2005  
 Address: 2172 STATESVILLE BLVD

Name: VILLAGE LAUNDRY CTR  
 Year: 2010  
 Address: 2172 STATESVILLE BLVD

Name: VILLAGE LAUNDRY CENTER  
 Year: 2011  
 Address: 2172 STATESVILLE BLVD

Name: VILLAGE LAUNDRY CENTER  
 Year: 2012  
 Address: 2172 STATESVILLE BLVD

**15**  
**North**  
**1/8-1/4**  
**0.155 mi.**  
**819 ft.**

**ED KLUTTZ**  
**13 HOLLY AVENUE**  
**SALISBURY, NC 28144**

**UST U001198249**  
**N/A**

**Relative:**  
**Higher**

UST:  
 Facility Id: 00-0-0000018906  
 Contact: ED KLUTTZ  
 Contact Address1: 13 HOLLY AVENUE  
 Contact Address2: Not reported  
 Contact City/State/Zip: SALISBURY, NC 28144  
 FIPS County Desc: Rowan  
 Latitude: 0  
 Longitude: 0

**Actual:**  
**761 ft.**

Tank Id: 1  
 Tank Status: Removed  
 Installed Date: 05/09/1982  
 Perm Close Date: 03/19/1990  
 Product Key: 3  
 Product Name: Gasoline, Gas Mix  
 Tank Capacity: 275  
 Root Tank Id: Not reported  
 Main Tank: No  
 Compartment Tank: No  
 Manifold Tank: Not reported  
 Commercial: No  
 Regulated: No  
 Tank Construction: Single Wall Steel  
 Piping Construction: Single Wall Steel

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ED KLUTTZ (Continued)**

**U001198249**

Piping System Key: Unknown  
Other CP Tank: Not reported

**E16**  
**ESE**  
**1/8-1/4**  
**0.182 mi.**  
**961 ft.**

**BURNHAM RESIDENCE**  
**130 WEST COLONIAL DRIVE**  
**SALISBURY, NC**

**IMD S106936247**  
**N/A**

**Site 1 of 2 in cluster E**

**Relative:**  
**Lower**

**IMD:**

**Actual:**  
**735 ft.**

Region: Not reported  
Facility ID: 27893  
Date Occurred: 5/31/2005  
Submit Date: 6/14/2005  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: Not reported  
Operator: CLAUDE BURNHAM  
Contact Phone: 7046338317  
Owner Company: Not reported  
Operator Address: PO BOX 1325  
Operator City: SALISBURY  
Oper City, St, Zip: SALISBURY, NC 28145  
Ownership: Private  
Operation: Residential  
Material: Not reported  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Residence  
Setting: Not reported  
Risk Site: L  
Site Priority: Not reported  
Priority Code: Not reported  
Priority Update: Not reported  
Dem Contact: DSG  
Wells Affected: Not reported  
Num Affected: Not reported  
Wells Contam: Not reported  
Sampled By: Y  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: EST  
Agency: DWM  
Facility ID: 27893  
Last Modified: 1/23/2006  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNHAM RESIDENCE (Continued)**

**S106936247**

Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**E17  
ESE  
1/8-1/4  
0.182 mi.  
961 ft.**

**BURNHAM RESDIENCE  
130 WEST COLONIAL DRIVE  
SALISBURY, NC**

**LUST S108437587  
LUST TRUST N/A**

**Site 2 of 2 in cluster E**

**Relative:  
Lower**

**LUST:**

**Actual:  
735 ft.**

Facility ID: Not reported  
UST Number: MO-7217  
Incident Number: 27893  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 06/08/2005  
Date Occur: 05/31/2005  
Cleanup: 08/23/2005  
Closure Request: Not reported  
Close Out: 01/23/2006  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: Not reported  
Phase Of LSA Req: 1  
Site Risk Reason: Not reported  
Land Use: Residential  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: 03/23/2006  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: True  
CD Num: 287  
Reel Num: 0  
RPOW: True  
RPOP: False  
Error Flag: 0  
Error Code: N  
Valid: True  
Lat/Long Decimal: 35.6896 -80.5087

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNHAM RESDIENCE (Continued)**

**S108437587**

Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville  
Company: Not reported  
Contact Person: CLAUDE BURNHAM  
Telephone: 7046338317  
RP Address: PO BOX 1325  
RP City,St,Zip: SALISBURY, NC 28145  
RP County: Not reported  
Comments: Not reported  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 27893  
Date Occurred: 2005-05-25 00:00:00  
Date Reported: 2005-06-14 00:00:00  
Description Of Incident: Not reported  
Owner/Operator: Not reported  
Ownership: 4  
Operation Type: 3  
Type: 4  
Location: 7  
Site Priority: Not reported  
Priority Update: Not reported  
Wells Affected Y/N: Not reported  
Samples Include: Not reported  
7#5 Minute Quad: Y  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Not reported  
Err Type: 3  
Cause: Not reported  
Source: Not reported  
Ust Number: P

Last Modified: 2006-01-23 00:00:00

**Incident Phase: Closed Out**

NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST TRUST:**

Facility ID: Not reported  
Site ID: 27893  
Site Note: Noncommercial; 100% eligible; \$0 deductible.[CGS 03/05/07]  
Site Eligible?: True  
Commercial Find: 100% Non-Commercial  
Priority Rank: Not reported  
Deductable Amount: 0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BURNHAM RESDIENCE (Continued)**

**S108437587**

3rd Party Deductable Amt: 0  
Sum 3rd Party Amt Applied: 0

[Click this hyperlink](#) while viewing on your computer to access additional NC LUST TRUST: detail in the EDR Site Report.

**18**  
**SSE**  
**1/8-1/4**  
**0.220 mi.**  
**1162 ft.**

**CONCRETE SUPPLY CO.**  
**1833 JAKE ALEXANDER BLVD**  
**SALISBURY, NC 28144**

**UST U004122953**  
**N/A**

**Relative:**  
**Lower**

UST:

**Actual:**  
**722 ft.**

Facility Id: 00-0-0000024452  
Contact: CONCRETE SUPPLY COMPANY  
Contact Address1: PO BOX 5247  
Contact Address2: Not reported  
Contact City/State/Zip: CHARLOTTE, NC 28299-5247  
FIPS County Desc: Rowan  
Latitude: 0  
Longitude: 0

Tank Id: 1  
Tank Status: Removed  
Installed Date: 03/03/1985  
Perm Close Date: 04/15/1998  
Product Key: 1  
Product Name: Diesel  
Tank Capacity: 5000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: Not reported  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall Steel  
Piping Construction: Unknown  
Piping System Key: Unknown  
Other CP Tank: Not reported

Tank Id: A1  
Tank Status: Current  
Installed Date: 04/20/1998  
Perm Close Date: Not reported  
Product Key: 1  
Product Name: Diesel  
Tank Capacity: 10000  
Root Tank Id: Not reported  
Main Tank: No  
Compartment Tank: No  
Manifold Tank: 0  
Commercial: Yes  
Regulated: Yes  
Tank Construction: Single Wall FRP  
Piping Construction: Double Wall Flex  
Piping System Key: European Suction  
Other CP Tank: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**F19**  
**ESE**  
**1/8-1/4**  
**0.226 mi.**  
**1195 ft.**

**MILFORD HILLS PCE SITE**  
**SPRING DRIVE & W. COLONIAL DRI**  
**SALISBURY, NC**

**IMD S104913668**  
**LUST N/A**

**Site 1 of 2 in cluster F**

**Relative:**  
**Lower**

IMD:

**Actual:**  
**717 ft.**

Region: MOR  
 Facility ID: 22339  
 Date Occurred: Not reported  
 Submit Date: 9/28/2000  
 GW Contam: Yes, Groundwater Contamination has been detected  
 Soil Contam: No  
 Incident Desc: WELLWATER CONTAMINATION DISCOVERED DURING INVESTIGATION  
 Operator: Not reported  
 Contact Phone: Not reported  
 Owner Company: Not reported  
 Operator Address: Not reported  
 Operator City: Not reported  
 Oper City, St, Zip: Not reported  
 Ownership: Unknown  
 Operation: Not reported  
 Material: Not reported  
 Qty Lost 1: Not reported  
 Qty Recovered 1: Not reported  
 Source: Unknown  
 Type: Gasoline/diesel  
 Location: Residence  
 Setting: Residential  
 Risk Site: L  
 Site Priority: L  
 Priority Code: L  
 Priority Update: 9/28/2000  
 Dem Contact: CBC  
 Wells Affected: Yes  
 Num Affected: 2  
 Wells Contam: Alexander  
 Wells Contam: Eden  
 Sampled By: Not reported  
 Samples Include: Not reported  
 7.5 Min Quad: Rowan M  
 5 Min Quad: L62q  
 Latitude: 35.68888888  
 Longitude: -80.51027777  
 Latitude Number: 354120  
 Longitude Number: 803037  
 Latitude Decimal: 35.6888888888889  
 Longitude Decimal: 80.5102777777778  
 GPS: 7  
 Agency: DWM  
 Facility ID: 22339  
 Last Modified: Not reported  
 Incident Phase: Not reported  
 NOV Issued: Not reported  
 NORR Issued: Not reported  
 45 Day Report: Not reported  
 Public Meeting Held: Not reported  
 Corrective Action Planned: Not reported  
 SOC Sighned: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MILFORD HILLS PCE SITE (Continued)**

**S104913668**

Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST:**

Facility ID: Not reported  
UST Number: MO-5988  
Incident Number: 22339  
Contamination Type: Groundwater/Both  
Source Type: Unknown  
Product Type: NON PETROLEUM  
Date Reported: 09/28/2000  
Date Occur: Not reported  
Cleanup: 09/28/2000  
Closure Request: Not reported  
Close Out: Not reported  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: Not reported  
Risk Classification: L  
Risk Class Based On Review: Not reported  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: Not reported  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in House  
RBCA GW: Not reported  
PETOPT: 12  
RPL: False  
CD Num: 0  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6888 -80.5102  
Testlat: Not reported  
Regional Officer Project Mgr: CBC  
Region: Mooresville  
Company: Not reported  
Contact Person: Not reported  
Telephone: Not reported  
RP Address: Not reported  
RP City,St,Zip: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**MILFORD HILLS PCE SITE (Continued)**

**S104913668**

RP County: Not reported  
 Comments: THIS IS NOT A PETROLEUM SITE, IT IS A PCE SITE AS INDICATED IN THE INCIDENT NAME. THIS INCIDENT SHOULD BE TRANSFERRED TO INACTIVE HAZARDOUS WASTE AND REMOVED FROM OUR DATABASE  
 5 Min Quad: Not reported  
 PIRF:  
 Facility Id: 22339  
 Date Occurred: Not reported  
 Date Reported: 2000-09-28 00:00:00  
 Description Of Incident: WELLWATER CONTAMINATION DISCOVERED DURING INVESTIGATION  
 Owner/Operator: Not reported  
 Ownership: 3  
 Operation Type: Not reported  
 Type: 12  
 Location: 7  
 Site Priority: L  
 Priority Update: 2000-09-28 00:00:00  
 Wells Affected Y/N: Y  
 Samples Include: 2  
 7#5 Minute Quad: Not reported  
 5 Minute Quad: Not reported  
 Pirf/Min Soil: Rowan M  
 Release Code: L62q  
 Source Code: Not reported  
 Err Type: Not reported  
 Cause: Not reported  
 Source: Not reported  
 Ust Number: Not reported  
 Last Modified: Not reported  
**Incident Phase: Not reported**  
 NOV Issued: Not reported  
 NORR Issued: Not reported  
 45 Day Report: Not reported  
 Public Meeting Held: Not reported  
 Corrective Action Planned: Not reported  
 SOC Signed: Not reported  
 Reclassification Report: Not reported  
 RS Designation: Not reported  
 Closure Request Date: Not reported  
 Close-out Report: Not reported

**F20**  
**ESE**  
**1/8-1/4**  
**0.233 mi.**  
**1230 ft.**

**MILFORD HILLS PCE SITE**  
**SPRING AND COLONIAL DRIVES**  
**SALISBURY, NC**  
**Site 2 of 2 in cluster F**

**SHWS S104913703**  
**IMD N/A**

**Relative:**  
**Lower**  
**Actual:**  
**727 ft.**

SHWS:  
 Facility ID: NONCD0002073  
 Lat/Longitude: 35.688574 / -80.508077  
 Geolocation Method: Unknown

IMD:  
 Region: MOR  
 Facility ID: 85031  
 Date Occurred: 9/8/2000

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MILFORD HILLS PCE SITE (Continued)**

**S104913703**

Submit Date: 11/8/2000  
GW Contam: Yes, Groundwater Contamination has been detected  
Soil Contam: Not reported  
Incident Desc: PCE AT 5.3 PPB IN ALEXANDER WELL IN 92. HOOKED ONTO MUNICIPAL WATER.  
8/00 SAMPLING BY ROWAN CO. FOUND PCE AT 3.1 PPB IN THE NEARBY EDENS  
WELL. EDENS HOOKED UP.  
Operator: UNKNOWN,  
Contact Phone: Not reported  
Owner Company: Not reported  
Operator Address: Not reported  
Operator City: Not reported  
Oper City, St, Zip: NC  
Ownership: Not Reported  
Operation: Not Reported  
Material: Not reported  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Unknown  
Type: Other inorganics  
Location: Not reported  
Setting: Not reported  
Risk Site: Not reported  
Site Priority: Not reported  
Priority Code: A  
Priority Update: Not reported  
Dem Contact: AHP  
Wells Affected: No  
Num Affected: 4  
Wells Contam: Not reported  
Sampled By: Not reported  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: GPS  
Agency: DWQ  
Facility ID: 85031  
Last Modified: 8/9/2005  
Incident Phase: Discovery  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**G21**  
**SE**  
**1/8-1/4**  
**0.239 mi.**  
**1262 ft.**

**U.S. ARMY RESERVE TRAINING CEN**  
**1835 JAKE ALEXANDER BLVD**  
**SALISBURY, NC**

**IMD** **S102554653**  
**LUST** **N/A**

**Site 1 of 2 in cluster G**

**Relative:**  
**Lower**

IMD:

**Actual:**  
**724 ft.**

Region: MOR  
Facility ID: 17106  
Date Occurred: Not reported  
Submit Date: 3/21/1997  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: UPON REMOVAL OF 550 GALLON HEATING OIL UST. SOIL CONTAMINATION DISCOVERED.  
Operator: PHILLIP KADALA  
Contact Phone: Not reported  
Owner Company: DEPT OF THE ARMY -CORPS OF ENG  
Operator Address: PO BOX 1890  
Operator City: WILMINGTON  
Oper City, St, Zip: WILMINGTON, NC 284021890  
Ownership: Military  
Operation: Public Service  
Material: HEATING OIL  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Facility  
Setting: Urban  
Risk Site: L  
Site Priority: E?  
Priority Code: L  
Priority Update: 12/4/1998  
Dem Contact: DDE  
Wells Affected: Not reported  
Num Affected: 0  
Wells Contam: Not reported  
Sampled By: Not reported  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: NOD  
Agency: DWM  
Facility ID: 17106  
Last Modified: 4/10/1997  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**U.S. ARMY RESERVE TRAINING CEN (Continued)**

**S102554653**

Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 2/7/1992

**LUST:**

Facility ID: Not reported  
UST Number: MO-5046  
Incident Number: 17106  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 01/06/1992  
Date Occur: Not reported  
Cleanup: 01/06/1992  
Closure Request: Not reported  
Close Out: 02/07/1992  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: monitoring only  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: E?  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: Not reported  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: False  
CD Num: 32  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6874 -80.5104  
Testlat: Not reported  
Regional Officer Project Mgr: DDE  
Region: Mooresville  
Company: DEPT OF THE ARMY -CORPS OF ENG  
Contact Person: PHILLIP KADALA  
Telephone: Not reported  
RP Address: PO BOX 1890  
RP City,St,Zip: WILMINGTON, NC 284021890

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**U.S. ARMY RESERVE TRAINING CEN (Continued)**

**S102554653**

RP County: Not reported  
Comments: Not reported  
5 Min Quad: Not reported

PIRF:  
Facility Id: 17106  
Date Occurred: 1992-01-06 00:00:00  
Date Reported: 1997-03-21 00:00:00  
Description Of Incident: UPON REMOVAL OF 550 GALLON HEATING OIL UST. SOIL CONTAMINATION DISCOVERED.  
Owner/Operator: PHILLIP KADALA  
Ownership: 2  
Operation Type: 1  
Type: 4  
Location: 1  
Site Priority: E?  
Priority Update: 1998-12-04 00:00:00  
Wells Affected Y/N: Not reported  
Samples Include: 0  
7#5 Minute Quad: Not reported  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Min\_Soil  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported

Last Modified: 1997-04-10 00:00:00  
**Incident Phase: Closed Out**  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 1992-02-07 00:00:00

22  
East  
1/4-1/2  
0.252 mi.  
1332 ft.

**MILFORD HILLS UNITED METHODIST**  
**1630 STATESVILLE BLVD**  
**SALISBURY, NC 28144**

**LUST S108493085**  
**N/A**

**Relative:**  
**Higher**

LUST:  
Facility ID: Not reported  
UST Number: MO-7638  
Incident Number: 36271  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 05/07/2007  
Date Occur: 05/03/2007  
Cleanup: Not reported

**Actual:**  
**767 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MILFORD HILLS UNITED METHODIST (Continued)**

**S108493085**

Closure Request: Not reported  
Close Out: 03/20/2008  
Level Of Soil Cleanup Achieved: Soil to Groundwater  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: U  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: Not reported  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: True  
CD Num: 385  
Reel Num: 0  
RPOW: True  
RPOP: True  
Error Flag: 0  
Error Code: N  
Valid: True  
Lat/Long Decimal: 35.6934 -80.5076  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville  
Company: Not reported  
Contact Person: WILLIAM KIRKPATRICK  
Telephone: 7046360471  
RP Address: 1630 STATESVILLE BLVD  
RP City,St,Zip: SALISBURY, NC 28144  
RP County: Not reported  
Comments: 2000-gallon tank was clean at time of closure. 500-gallon tank still needs to be addressed. Both have been closed.  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 36271  
Date Occurred: 2007-05-03 00:00:00  
Date Reported: 2007-05-08 00:00:00  
Description Of Incident: Not reported  
Owner/Operator: Not reported  
Ownership: 4  
Operation Type: 4  
Type: 4  
Location: 1  
Site Priority: Not reported  
Priority Update: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**MILFORD HILLS UNITED METHODIST (Continued)**

**S108493085**

Wells Affected Y/N:	Not reported
Samples Include:	Not reported
7#5 Minute Quad:	Y
5 Minute Quad:	Not reported
Pirf/Min Soil:	Not reported
Release Code:	Not reported
Source Code:	Not reported
Err Type:	3
Cause:	Not reported
Source:	Not reported
Ust Number:	P
Last Modified:	2008-03-20 00:00:00
<b>Incident Phase:</b>	<b>Closed Out</b>
NOV Issued:	Not reported
NORR Issued:	Not reported
45 Day Report:	Not reported
Public Meeting Held:	Not reported
Corrective Action Planned:	Not reported
SOC Signed:	Not reported
Reclassification Report:	Not reported
RS Designation:	Not reported
Closure Request Date:	Not reported
Close-out Report:	Not reported

**G23**  
**SE**  
 1/4-1/2  
 0.258 mi.  
 1364 ft.

**CHEVRON**  
**1825 JAKE ALEXANDER BLVD WEST**  
**SALISBURY, NC**  
**Site 2 of 2 in cluster G**

**SHWS** **S105120575**  
**IMD** **N/A**  
**AST**  
**VCP**

**Relative:**  
**Lower**

SHWS:  
 Facility ID: NONCD0001494  
 Lat/Longitude: 35.684956 / -80.509759  
 Geolocation Method: Unknown

**Actual:**  
**709 ft.**

IMD:  
 Region: MOR  
 Facility ID: 85841  
 Date Occurred: 8/8/2001  
 Submit Date: 8/8/2001  
 GW Contam: Yes, Groundwater Contamination has been detected  
 Soil Contam: Not reported  
 Incident Desc: LOW-LEVEL PCE DETECTED IN ON-SITE MW, SUBMITTED DATA INDICATES CHEVRON (PREVIOUS OWNER OF SITE) USED SOLVENTS. NOV SENT REQUIRING ADDITIONAL WELLS & SOIL SAMPLE  
 Operator: MILLER, DONNA  
 Contact Phone: Not reported  
 Owner Company: CHEVRON EMC  
 Operator Address: 2300 WINDY RIDGE PARKWAY, SUITE 800  
 Operator City: ATLANTA  
 Oper City, St, Zip: ATLANTA, NC  
 Ownership: Federal  
 Operation: Mining  
 Material: Not reported  
 Qty Lost 1: Not reported  
 Qty Recovered 1: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CHEVRON (Continued)**

**S105120575**

Source: Unknown  
Type: Other inorganics  
Location: Not reported  
Setting: Not reported  
Risk Site: Not reported  
Site Priority: Not reported  
Priority Code: B  
Priority Update: Not reported  
Dem Contact: AHP  
Wells Affected: No  
Num Affected: 0  
Wells Contam: Not reported  
Sampled By: Not reported  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: GPS  
Agency: DWQ  
Facility ID: 85841  
Last Modified: 7/13/2006  
Incident Phase: RE  
NOV Issued: 8/9/2001  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**AST:**

Facility Id: Not reported  
Registration Number: 59  
Certificate Number: 80-0000059  
Status Change: Not reported  
Date Change: Not reported  
Date Application Received: 10/12/2011  
Owner Name: Associated Asphalt Parnters, LLC  
Facility Phone: Not reported  
Coordinate Source: Not reported  
Certificate of Registration Issued: Yes  
Lat/Long: Not reported

**VCP:**

Facility ID: NONCD0001494

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

24  
ENE  
1/4-1/2  
0.265 mi.  
1400 ft.

**WEAVER RESIDENCE**  
**1714 BELLEVUE ROAD**  
**SALISBURY, NC**

IMD S103717531  
LUST N/A  
LUST TRUST

Relative:  
Higher

IMD:

Actual:  
773 ft.

Region: MOR  
Facility ID: 19342  
Date Occurred: 3/8/1998  
Submit Date: 12/22/1998  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: DURING TANK REMOVAL, PETRO CONTAM. SOIL DOCUMENTED; SITE CLOSED  
Operator: STEVE & DONNA WEAVER  
Contact Phone: (704)647-0234  
Owner Company: Not reported  
Operator Address: 1714 BELLEVUE ROAD  
Operator City: SALISBURY  
Oper City, St, Zip: SALISBURY, NC 28144  
Ownership: Private  
Operation: Residential  
Material: HEATING OIL  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Residence  
Setting: Residential  
Risk Site: L  
Site Priority: L  
Priority Code: L  
Priority Update: 1/20/1999  
Dem Contact: GLD  
Wells Affected: Not reported  
Num Affected: Not reported  
Wells Contam: Not reported  
Sampled By: Not reported  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: NOD  
Agency: DWM  
Facility ID: 19342  
Last Modified: 1/26/1999  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**WEAVER RESIDENCE (Continued)**

**S103717531**

RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 12/22/1998

**LUST:**

Facility ID: Not reported  
UST Number: MO-5519  
Incident Number: 19342  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 03/09/1998  
Date Occur: 03/08/1998  
Cleanup: 03/08/1998  
Closure Request: 1998-10-23 00:00:00  
Close Out: 12/22/1998  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: 03/09/1998  
Site Priority: Not reported  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: Not reported  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: False  
CD Num: 81  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6949 -80.5086  
Testlat: Not reported  
Regional Officer Project Mgr: GLD  
Region: Mooresville  
Company: Not reported  
Contact Person: STEVE & DONNA WEAVER  
Telephone: (704)647-0234  
RP Address: 1714 BELLEVUE ROAD  
RP City,St,Zip: SALISBURY, NC 28144  
RP County: ROWAN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**WEAVER RESIDENCE (Continued)**

**S103717531**

Comments: Not reported  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 19342  
Date Occurred: 1998-05-26 00:00:00  
Date Reported: 1998-12-22 00:00:00  
Description Of Incident: DURING TANK REMOVAL, PETRO CONTAM. SOIL DOCUMENTED; SITE CLOSED  
Owner/Operator: DONNA WEAVER  
Ownership: 4  
Operation Type: 3  
Type: 4  
Location: 7  
Site Priority: L  
Priority Update: 1999-01-20 00:00:00  
Wells Affected Y/N: Not reported  
Samples Include: Not reported  
7#5 Minute Quad: Not reported  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Min\_Soil  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported

Last Modified: 1999-01-26 00:00:00

**Incident Phase: Closed Out**  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 1998-12-22 00:00:00

**LUST TRUST:**

Facility ID: Not reported  
Site ID: 19342  
Site Note: Not reported  
Site Eligible?: True  
Commercial Find: 100% Non-Commercial  
Priority Rank: Not reported  
Deductable Amount: 0  
3rd Party Deductable Amt: 100000  
Sum 3rd Party Amt Applied: 0

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Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

25  
NW  
1/4-1/2  
0.270 mi.  
1424 ft.

**BIVENS PROPERTY**  
**2222 STATESVILLE BLVD**  
**SALISBURY, NC**

IMD S105764841  
LUST N/A  
LUST TRUST

Relative:  
Higher

IMD:

Actual:  
765 ft.

Region: MOR  
Facility ID: 18976  
Date Occurred: 6/22/1998  
Submit Date: 9/9/1998  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: SOIL CONTAMINATION DOCUMENTED DURING REMOVAL OF HOME HEATING OIL UST  
Operator: STEVE BIVENS  
Contact Phone: 704-636-8545  
Owner Company: Not reported  
Operator Address: 2 HOLLY AVENUE  
Operator City: SALISBURY  
Oper City, St, Zip: SALISBURY, NC 28147  
Ownership: Private  
Operation: Commercial  
Material: HEATING OIL  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Facility  
Setting: Residential  
Risk Site: L  
Site Priority: Not reported  
Priority Code: Not reported  
Priority Update: 9/28/1998  
Dem Contact: GLD  
Wells Affected: Not reported  
Num Affected: Not reported  
Wells Contam: Not reported  
Sampled By: Not reported  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: NOD  
Agency: DWM  
Facility ID: 18976  
Last Modified: 1/25/1999  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BIVENS PROPERTY (Continued)**

**S105764841**

RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 9/30/1998

**LUST:**

Facility ID: Not reported  
UST Number: MO-5456  
Incident Number: 18976  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 09/01/1998  
Date Occur: 06/22/1998  
Cleanup: 06/22/1998  
Closure Request: 1998-09-01 00:00:00  
Close Out: 09/30/1998  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: Not reported  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: Not reported  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: False  
CD Num: 64  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6961 -80.5208  
Testlat: Not reported  
Regional Officer Project Mgr: GLD  
Region: Mooresville  
Company: Not reported  
Contact Person: STEVE BIVENS  
Telephone: 704-636-8545  
RP Address: 2 HOLLY AVENUE  
RP City,St,Zip: SALISBURY, NC 28147  
RP County: ROWAN

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BIVENS PROPERTY (Continued)**

**S105764841**

Comments: Not reported  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 18976  
Date Occurred: 1998-06-22 00:00:00  
Date Reported: 1998-09-09 00:00:00  
Description Of Incident: SOIL CONTAMINATION DOCUMENTED DURING REMOVAL OF HOME HEATING OIL UST  
Owner/Operator: STEVE BIVENS  
Ownership: 4  
Operation Type: 6  
Type: 4  
Location: 1  
Site Priority: Not reported  
Priority Update: 1998-09-28 00:00:00  
Wells Affected Y/N: Not reported  
Samples Include: Not reported  
7#5 Minute Quad: Not reported  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Min\_Soil  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported

Last Modified: 1999-01-25 00:00:00

**Incident Phase: Closed Out**  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 1998-09-30 00:00:00

**LUST TRUST:**

Facility ID: Not reported  
Site ID: 18976  
Site Note: Not reported  
Site Eligible?: True  
Commercial Find: 100% Non-Commercial  
Priority Rank: Not reported  
Deductable Amount: 0  
3rd Party Deductable Amt: 100000  
Sum 3rd Party Amt Applied: 0

[Click this hyperlink](#) while viewing on your computer to access additional NC LUST TRUST: detail in the EDR Site Report.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

26  
ESE  
1/4-1/2  
0.364 mi.  
1920 ft.

**ROY RESIDENCE**  
**1616 WILTSHIRE ROAD**  
**SALISBURY, NC**

IMD S106799599  
LUST N/A

Relative:  
Lower

IMD:

Actual:  
717 ft.

Region: Not reported  
Facility ID: 27813  
Date Occurred: 11/3/2004  
Submit Date: 12/20/2004  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: During tank removal, petroleum contaminated soil was documented.  
Operator: Frank MCCUTCHAN - DECEASED  
Contact Phone: Not reported  
Owner Company: Not reported  
Operator Address: Not reported  
Operator City: Not reported  
Oper City, St, Zip: NC  
Ownership: Private  
Operation: Residential  
Material: Not reported  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Residence  
Setting: Not reported  
Risk Site: L  
Site Priority: Not reported  
Priority Code: Not reported  
Priority Update: Not reported  
Dem Contact: DSG  
Wells Affected: Unknown  
Num Affected: Not reported  
Wells Contam: Not reported  
Sampled By: Y  
Samples Include: Not reported  
7.5 Min Quad: Not reported  
5 Min Quad: Not reported  
Latitude: 35.52138888  
Longitude: -80.50555555  
Latitude Number: 353117  
Longitude Number: 803020  
Latitude Decimal: 35.521388888889  
Longitude Decimal: 80.505555555556  
GPS: 7  
Agency: DWM  
Facility ID: 27813  
Last Modified: 12/2/2005  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROY RESIDENCE (Continued)**

**S106799599**

RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST:**

Facility ID: Not reported  
UST Number: MO-7115  
Incident Number: 27813  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 12/20/2004  
Date Occur: 11/03/2004  
Cleanup: Not reported  
Closure Request: Not reported  
Close Out: 12/02/2005  
Level Of Soil Cleanup Achieved: Soil to Groundwater  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: Not reported  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 4  
RPL: False  
CD Num: 287  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: N  
Valid: False  
Lat/Long Decimal: 35.6879 -80.5050  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville  
Company: Not reported  
Contact Person: FRANK MCCUTCHAN - DECEASED  
Telephone: Not reported  
RP Address: Not reported  
RP City,St,Zip: NC  
RP County: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ROY RESIDENCE (Continued)**

**S106799599**

Comments: NHR-DSG 3/18/05  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 27813  
Date Occurred: 2004-11-03 00:00:00  
Date Reported: 2004-12-20 00:00:00  
Description Of Incident: During tank removal, petroleum contaminated soil was documented.  
Owner/Operator: Not reported  
Ownership: 4  
Operation Type: 3  
Type: 4  
Location: 7  
Site Priority: Not reported  
Priority Update: Not reported  
Wells Affected Y/N: U  
Samples Include: Not reported  
7#5 Minute Quad: Y  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Not reported  
Err Type: 2  
Cause: Not reported  
Source: C  
Ust Number: C

Last Modified: 2005-12-02 00:00:00

**Incident Phase: Closed Out**

NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

27  
South  
1/4-1/2  
0.399 mi.  
2105 ft.

**FOOD LION  
HARRISON RD  
SALISBURY, NC**

**IMD S105764839  
LUST N/A**

**Relative:  
Lower**

**IMD:**

**Actual:  
722 ft.**

Region: MOR  
Facility ID: 18951  
Date Occurred: Not reported  
Submit Date: 9/15/1998  
GW Contam: No Groundwater Contamination detected  
Soil Contam: Yes  
Incident Desc: UPON REMOVAL OF 10,000 GAL. UST SOIL CONTAM. WAS CONFIRMED.  
Operator: DON DOHERTY  
Contact Phone: Not reported  
Owner Company: FOOD LION, INC.  
Operator Address: PO BOX 1330

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FOOD LION (Continued)**

**S105764839**

Operator City: SALISBURY  
Oper City,St,Zip: SALISBURY, NC 28145  
Ownership: Private  
Operation: Commercial  
Material: GASOLINE  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Facility  
Setting: Industrial  
Risk Site: L  
Site Priority: E  
Priority Code: L  
Priority Update: 9/28/1998  
Dem Contact: CMS  
Wells Affected: No  
Num Affected: Not reported  
Wells Contam: Not reported  
Sampled By: Responsible Parties  
Samples Include: Soil Samples  
7.5 Min Quad: Not reported  
5 Min Quad: L62T  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported  
Longitude Decimal: Not reported  
GPS: NOD  
Agency: DWM  
Facility ID: 18951  
Last Modified: 3/8/1999  
Incident Phase: Closed Out  
NOV Issued: Not reported  
NORR Issued: 9/4/1998  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: 2/12/1999

**LUST:**

Facility ID: 00-0-000  
UST Number: MO-5452  
Incident Number: 18951  
Contamination Type: Soil  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 07/19/1994  
Date Occur: Not reported  
Cleanup: 07/19/1994  
Closure Request: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FOOD LION (Continued)**

**S105764839**

Close Out: 09/27/1995  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Regulated  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: E  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: Not reported  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 5  
RPL: False  
CD Num: 32  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6799 -80.5248  
Testlat: Not reported  
Regional Officer Project Mgr: CMS  
Region: Mooresville  
Company: FOOD LION, INC.  
Contact Person: DON DOHERTY  
Telephone: Not reported  
RP Address: PO BOX 1330  
RP City,St,Zip: SALISBURY, NC 28145  
RP County: ROWAN  
Comments: Not reported  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 18951  
Date Occurred: 1998-06-11 00:00:00  
Date Reported: 1998-09-15 00:00:00  
Description Of Incident: UPON REMOVAL OF 10,000 GAL. UST SOIL CONTAM. WAS CONFIRMED.  
Owner/Operator: DON DOHERTY  
Ownership: 4  
Operation Type: 6  
Type: 3  
Location: 1  
Site Priority: E  
Priority Update: 1998-09-28 00:00:00  
Wells Affected Y/N: N  
Samples Include: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**FOOD LION (Continued)**

**S105764839**

7#5 Minute Quad:	3
5 Minute Quad:	2
Pirf/Min Soil:	Not reported
Release Code:	L62T
Source Code:	Pirf
Err Type:	Not reported
Cause:	Not reported
Source:	Not reported
Ust Number:	Not reported
Last Modified:	1999-03-08 00:00:00
<b>Incident Phase:</b>	<b>Closed Out</b>
NOV Issued:	Not reported
NORR Issued:	1998-09-04 00:00:00
45 Day Report:	Not reported
Public Meeting Held:	Not reported
Corrective Action Planned:	Not reported
SOC Signed:	Not reported
Reclassification Report:	Not reported
RS Designation:	Not reported
Closure Request Date:	Not reported
Close-out Report:	1999-02-12 00:00:00

**H28**  
**SSE**  
 1/4-1/2  
 0.472 mi.  
 2491 ft.

**FOOD LION #2**  
**2110 EXECUTIVE DR,**  
**SALISBURY, NC 28147**

**LUST S105764879**  
**N/A**

**Site 1 of 2 in cluster H**

**Relative:**  
**Lower**

**LUST:**

**Actual:**  
**709 ft.**

Facility ID:	00-0-000
UST Number:	MO-5843
Incident Number:	21030
Contamination Type:	Groundwater/Both
Source Type:	Leak-underground
Product Type:	PETROLEUM
Date Reported:	08/20/1998
Date Occur:	06/11/1998
Cleanup:	06/11/1998
Closure Request:	1998-11-30 00:00:00
Close Out:	02/12/1999
Level Of Soil Cleanup Achieved:	Industrial/Commercial
Tank Regulated Status:	Regulated
# Of Supply Wells:	0
Commercial/NonCommercial UST Site:	COMMERCIAL
Risk Classification:	L
Risk Class Based On Review:	L
Corrective Action Plan Type:	Not reported
NOV Issue Date:	Not reported
NORR Issue Date:	09/04/1998
Site Priority:	Not reported
Phase Of LSA Req:	1
Site Risk Reason:	Not reported
Land Use:	Not reported
MTBE:	Not reported
MTBE1:	Unknown
Flag:	No
Flag1:	No

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**FOOD LION #2 (Continued)**

**S105764879**

LUR Filed: Not reported  
 Release Detection: 0  
 Current Status: File Located in Archives  
 RBCA GW: Not reported  
 PTOPT: 3  
 RPL: False  
 CD Num: 64  
 Reel Num: 0  
 RPOW: False  
 RPOP: False  
 Error Flag: 0  
 Error Code: Not reported  
 Valid: False  
 Lat/Long Decimal: 35.6833 -80.5136  
 Testlat: Not reported  
 Regional Officer Project Mgr: CSF  
 Region: Mooresville  
 Company: FOOD LION  
 Contact Person: DAVE CALVERT  
 Telephone: (704)633-8250  
 RP Address: 2110 EXECUTIVE DR.-PO BOX 1330  
 RP City,St,Zip: SALISBURY, NC 28145  
 RP County: ROWAN  
 Comments: NEEDS TO PROVIDE PUBLIC NOTICE  
 5 Min Quad: Not reported  
 Last Modified: Not reported  
**Incident Phase: Not reported**  
 NOV Issued: Not reported  
 NORR Issued: Not reported  
 45 Day Report: Not reported  
 Public Meeting Held: Not reported  
 Corrective Action Planned: Not reported  
 SOC Signed: Not reported  
 Reclassification Report: Not reported  
 RS Designation: Not reported  
 Closure Request Date: Not reported  
 Close-out Report: Not reported

**H29**  
**SSE**  
 1/4-1/2  
 0.472 mi.  
 2491 ft.

**FOOD LION**  
**2110 EXECUTIVE DRIVE**  
**SALISBURY, NC**  
**Site 2 of 2 in cluster H**

**LUST S105764771**  
**LUST TRUST N/A**

**Relative:**  
**Lower**

**LUST:**  
 Facility ID: 00-0-000  
 UST Number: MO-5008  
 Incident Number: 17014  
 Contamination Type: Soil  
 Source Type: Leak-underground  
 Product Type: PETROLEUM  
 Date Reported: 01/13/1993  
 Date Occur: 10/20/1992  
 Cleanup: 10/20/1992  
 Closure Request: Not reported  
 Close Out: 04/28/1993  
 Level Of Soil Cleanup Achieved: Not reported  
 Tank Regulated Status: Regulated

**Actual:**  
**709 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FOOD LION (Continued)**

**S105764771**

# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: COMMERCIAL  
Risk Classification: L  
Risk Class Based On Review: L  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: 10/15/1990  
Site Priority: E?  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: Not reported  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 32  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.6826 -80.5135  
Testlat: Not reported  
Regional Officer Project Mgr: LT  
Region: Mooresville  
Company: FOOD LION  
Contact Person: REID BRODIE  
Telephone: (704)633-8250  
RP Address: 2110 EXECUTIVE DR.-PO BOX 1330  
RP City,St,Zip: SALISBURY, NC 28145  
RP County: ROWAN  
Comments: Not reported  
5 Min Quad: Not reported  
Last Modified: Not reported  
**Incident Phase: Not reported**  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST TRUST:**

Facility ID: Not reported  
Site ID: 17014  
Site Note: Temp #98987 was assigned to this site

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FOOD LION (Continued)**

**S105764771**

Site Eligible?: True  
Commercial Find: 100% Commercial  
Priority Rank: Not reported  
Deductable Amount: 20000  
3rd Party Deductable Amt: 0  
Sum 3rd Party Amt Applied: 0

[Click this hyperlink](#) while viewing on your computer to access additional NC LUST TRUST: detail in the EDR Site Report.

**I30**  
**SE**  
**1/4-1/2**  
**0.473 mi.**  
**2498 ft.**

**FORMER EXXON TERMINAL**  
**1715 JAKE ALEXANDER BLVD**  
**SALISBURY, NC 28144**  
**Site 1 of 2 in cluster I**

**IMD S105911991**  
**LAST N/A**

**Relative:**  
**Lower**

**IMD:**

**Actual:**  
**694 ft.**

Region: MOR  
Facility ID: 8391  
Date Occurred: 4/20/1992  
Submit Date: 7/16/1992  
GW Contam: Yes, Groundwater Contamination has been detected  
Soil Contam: Not reported  
Incident Desc: PETROLEUM CONTAM OF SOIL AND GW FROM FORMER BULK FACILITY. CAP COMBINES SVE, BIO-VENTING, NATURAL ATTENUATION, AND AFVR AS NECESSARY FOR FREE PRODUCT.  
Operator: FRINK, BRUCE  
Contact Phone: 813-991-7413  
Owner Company: EXXONMOBIL ENVIRONMENTAL REMEDIATIO  
Operator Address: 17725 ESPRIT DRIVE  
Operator City: TAMPA  
Oper City, St, Zip: TAMPA, FL 813-991-7413  
Ownership: Federal  
Operation: 8  
Material: PETROLEUM  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Source: Dredge Spoil  
Type: Gasoline/diesel  
Location: Facility  
Setting: Not reported  
Risk Site: No  
Site Priority: Not reported  
Priority Code: B  
Priority Update: Not reported  
Dem Contact: AHP  
Wells Affected: No  
Num Affected: 0  
Wells Contam: Not reported  
Sampled By: Dept. of Env. Management  
Samples Include: Soil Samples  
7.5 Min Quad: Not reported  
5 Min Quad: L62T  
Latitude: Not reported  
Longitude: Not reported  
Latitude Number: Not reported  
Longitude Number: Not reported  
Latitude Decimal: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER EXXON TERMINAL (Continued)**

**S105911991**

Longitude Decimal: Not reported  
GPS: GPS  
Agency: DWQ  
Facility ID: 8391  
Last Modified: 7/13/2004  
Incident Phase: RE  
NOV Issued: 6/15/1992  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: 4/18/1994  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

LAST:

Facility ID: Not reported  
UST Number: MO-8391  
Incident Number: 8391  
Contamination Type: GW  
Source Type: 14  
Product Type: P  
Date Reported: 02/01/1988  
Date Occur: 02/01/1988  
Cleanup: Not reported  
Closure Request: Not reported  
Close Out: Not reported  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Not reported  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: Not reported  
Risk Classification: I  
Risk Class Based On Review: I  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: 60  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: Yes  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: C  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 0  
Reel Num: 0  
RPOW: False  
RPOP: False

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER EXXON TERMINAL (Continued)**

**S105911991**

Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long: 35 41 80 30  
Lat/Long Decimal: 35.68356 80.508380  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: MOR  
Company: ExxonMobil Global Remediation  
Contact Person: Jonathan Hamilton  
Telephone: Not reported  
RP Address: 2800 Decker Drive NW-46  
RP City,St,Zip: Baytown, NC 77520  
RP County: Not reported  
Comments:

PETROLEUM CONTAM OF SOIL AND GW FROM FORMER BULK FACILITY. CAP COMBINES SVE, BIO-VENTING, NATURAL ATTENUATION, AND AFVR AS NECESSARY FOR FREE PRODUCT. SVE discontinued after air issues became a concern in the Milford Hills area (though not clear that Exxon contributed to the problem). Biovent system has been modified over time including abandoning an area that was clean for development by Food Lion. 12-06 update: additional assessment occurred near newly discovered stormwater pond area resulting in additional low-level petroleum hits; as a result, the monitoring network provides better coverage to south towards the adjacent Plantation Pipeline site (GW#86743); ack letter required adding MWs to sampling plan. S States site across Jake Alexander has been closely tied to this site since the 1990's and is concerned about plume migration from Exxon onto their site, particularly on the northern end of their site. Also new RP contact info - Jonathan Hamilton. Nov 06 mon rpt not reviewed.

5 Min Quad: Not reported

**PIRF:**

Facility Id: 8391  
Date Occurred: Not reported  
Date Reported: Not reported  
Description Of Incident: Not reported  
Owner/Operator: Not reported  
Ownership: 5  
Operation Type: 8  
Type: Not reported  
Location: Not reported  
Site Priority: 60B  
Priority Update: Not reported  
Wells Affected Y/N: N  
Samples Include: 0  
7#5 Minute Quad: Not reported  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Not reported  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: 0

Last Modified: 3/29/2007  
**Incident Phase:** RE  
NOV Issued: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**FORMER EXXON TERMINAL (Continued)**

**S105911991**

NORR Issued:	Not reported
45 Day Report:	Not reported
Public Meeting Held:	Not reported
Corrective Action Planned:	Not reported
SOC Signed:	Not reported
Reclassification Report:	Not reported
RS Designation:	Not reported
Closure Request Date:	Not reported
Close-out Report:	Not reported

**I31**  
**SE**  
**1/4-1/2**  
**0.477 mi.**  
**2519 ft.**

**SOUTHERN STATES COOPERATIVE, INC.**  
**1710 JAKE ALEXANDER BLVD**  
**SALISBURY, NC 28147**  
**Site 2 of 2 in cluster I**

**IMD S105043022**  
**UIC N/A**  
**LAST**

**Relative:**  
**Lower**

**IMD:**

Region: MOR  
 Facility ID: 12547  
 Date Occurred: 5/20/1993  
 Submit Date: 8/17/1994  
 GW Contam: Yes, Groundwater Contamination has been detected  
 Soil Contam: No  
 Incident Desc: GAS IN SOIL AND GW, FORMER PUMP ISLAND LIKELY SOURCE. POSSIBLE OFFSITE CONTRIBUTING SOURCE (SEE FORMER EXXON TERMINAL INCIDENT FILE). SEMI-ANNUAL MONITORING REP

**Actual:**  
**692 ft.**

Operator: DANN, VANCE  
 Contact Phone: 804-281-1262  
 Owner Company: SOUTHERN STATES COOPERATIVE  
 Operator Address: P.O. BOX 26234  
 Operator City: RICHMOND  
 Oper City, St, Zip: RICHMOND, VA 804-281-1262  
 Ownership: Federal  
 Operation: 8  
 Material: GASOLINE  
 Qty Lost 1: Not reported  
 Qty Recovered 1: Not reported  
 Source: Dredge Spoil  
 Type: Gasoline/diesel  
 Location: Facility  
 Setting: Urban  
 Risk Site: Not reported  
 Site Priority: Not reported  
 Priority Code: B  
 Priority Update: 5/15/1998  
 Dem Contact: AHP  
 Wells Affected: No  
 Num Affected: 0  
 Wells Contam: Not reported  
 Sampled By: Dept. of Env. Management  
 Samples Include: Groundwater Samples  
 7.5 Min Quad: Not reported  
 5 Min Quad: L62U  
 Latitude: Not reported  
 Longitude: Not reported  
 Latitude Number: Not reported  
 Longitude Number: Not reported  
 Latitude Decimal: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SOUTHERN STATES COOPERATIVE, INC. (Continued)**

**S105043022**

Longitude Decimal: Not reported  
GPS: GPS  
Agency: DWQ  
Facility ID: 12547  
Last Modified: 7/13/2006  
Incident Phase: RE  
NOV Issued: 4/19/1994  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: 6/19/1998  
SOC Sighed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**UIC:**

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004126  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004127  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004128  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004129  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004130  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004131

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SOUTHERN STATES COOPERATIVE, INC. (Continued)**

**S105043022**

Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004132  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004133  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004134  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004135  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004136  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004137  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004138  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004139  
Env Interest Status: Active

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SOUTHERN STATES COOPERATIVE, INC. (Continued)**

**S105043022**

Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004140  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS004141  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034286  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034287  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034288  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034289  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034290  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034291  
Env Interest Status: Active  
Latitude: 35.6831

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SOUTHERN STATES COOPERATIVE, INC. (Continued)**

**S105043022**

Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034292  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034293  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034294  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034295  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034296  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034297  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: BIMS034298  
Env Interest Status: Active  
Latitude: 35.6831  
Longitude: -80.5069

Permit Num: WI0300059  
Permit Type: Injection In situ Groundwater Remediation Well  
Environmental Interest Number: CONV003482  
Env Interest Status: Active  
Latitude: Not reported  
Longitude: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

SOUTHERN STATES COOPERATIVE, INC. (Continued)

S105043022

LAST:

Facility ID: Not reported  
UST Number: MO-12547  
Incident Number: 12547  
Contamination Type: GW  
Source Type: 14  
Product Type: P  
Date Reported: 04/01/1993  
Date Occur: 04/01/1993  
Cleanup: Not reported  
Closure Request: Not reported  
Close Out: Not reported  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Not reported  
# Of Supply Wells: 0  
Commercial/NonCommercial UST Site: Not reported  
Risk Classification: I  
Risk Class Based On Review: I  
Corrective Action Plan Type: Not reported  
NOV Issue Date: Not reported  
NORR Issue Date: Not reported  
Site Priority: 80  
Phase Of LSA Req: Not reported  
Site Risk Reason: G  
Land Use: Not reported  
MTBE: No  
MTBE1: Unknown  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: C  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 0  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long: 35 40 80 30  
Lat/Long Decimal: 35.68294 80.506919  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: MOR  
Company: SOUTHERN STATES COOPERATIVE  
Contact Person: VANCE DANN  
Telephone: Not reported  
RP Address: P.O. BOX 26234  
RP City,St,Zip: RICHMOND, NC 23260  
RP County: Not reported  
Comments: GAS IN SOIL AND GW, FORMER PUMP ISLAND LIKELY SOURCE. POSSIBLE OFFSITE CONTRIBUTING SOURCE (SEE FORMER EXXON TERMINAL INCIDENT FILE). SEMI-ANNUAL MONITORING REPORTS DUE IN JAN AND JULY. K CAP WITH AS/SVE IN SOURCE AREA. 3/02: EVALUATING SYSTEM TO MODIFY, SVE off.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SOUTHERN STATES COOPERATIVE, INC. (Continued)**

**S105043022**

7/03: Soil samples in former island area under action levels. 8/04: recommend add oxygen to AS system. 7/06: They missed submitting mon rpts, but did sample, still planning to implement oxygen injection along with maintenance to AS system. 1/07 update: this is one of several sites in the Milford Hills vicinity of Salisbury; AS system operates overnight, SVE discontinued due to concerns over air quality (exhaust too close to property line). Some concern that MW6+7 contam may be related to offsite migration from Exxon, but not clear as utility lines are close and road re-alignment historically. Need to make repairs to AS system and commence oxygen injection.

5 Min Quad: Not reported

**PIRF:**

Facility Id: 12547  
Date Occurred: Not reported  
Date Reported: Not reported  
Description Of Incident: Not reported  
Owner/Operator: Not reported  
Ownership: 5  
Operation Type: 8  
Type: Not reported  
Location: Not reported  
Site Priority: 80B  
Priority Update: Not reported  
Wells Affected Y/N: N  
Samples Include: 0  
7#5 Minute Quad: Not reported  
5 Minute Quad: Not reported  
Pirf/Min Soil: Not reported  
Release Code: Not reported  
Source Code: Not reported  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: 0

Last Modified: 1/11/2007  
**Incident Phase: RE**  
NOV Issued: Not reported  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**J32**  
**NNW**  
**1/2-1**  
**0.696 mi.**  
**3677 ft.**

**WOODLEAF & RIDGE PCE**  
**3150 WOODLEAF RD**  
**SALISBURY, NC**

**Site 1 of 2 in cluster J**

**SHWS** **S111986068**  
**N/A**

**Relative:**  
**Higher**

SHWS:

Facility ID: NONCD0002898  
Lat/Longitude: 35.7091 / -80.52387  
Geolocation Method: On Screen Placement On Georeferenced Map

**Actual:**  
**760 ft.**

**J33**  
**NNW**  
**1/2-1**  
**0.703 mi.**  
**3711 ft.**

**MYERS BROTHERS GIN, INC.**  
**3165 WOODLEAF ROAD**  
**SALISBURY, NC**

**Site 2 of 2 in cluster J**

**SHWS** **S106799549**  
**IMD** **N/A**  
**LUST**  
**LUST TRUST**

**Relative:**  
**Higher**

SHWS:

Facility ID: NONCD0002110  
Lat/Longitude: 35.70861 / -80.525  
Geolocation Method: Unknown

**Actual:**  
**759 ft.**

IMD:

Region: MOR  
Facility ID: 15376  
Date Occurred: 6/7/1995  
Submit Date: 5/5/1996  
GW Contam: Yes, Groundwater Contamination has been detected  
Soil Contam: No  
Incident Desc: UPON REMOVAL OF 4 USTS, DOWNGRADIENT WELL WAS IMPACTED.  
Operator: DAVID HOLDING  
Contact Phone: (704)786-4127  
Owner Company: HOLDING BROTHERS, INC.  
Operator Address: 3511 MILFORD COURT NW  
Operator City: CONCORD  
Oper City, St, Zip: CONCORD, NC 28027  
Ownership: Private  
Operation: Commercial  
Material: GASOLINE  
Qty Lost 1: Not reported  
Qty Recovered 1: Not reported  
Material: KEROSENE  
Qty Lost: Not reported  
Qty Recovered: Not reported  
Source: Leak-underground  
Type: Gasoline/diesel  
Location: Facility  
Setting: Residential  
Risk Site: H  
Site Priority: 205A  
Priority Code: H  
Priority Update: 5/15/1998  
Dem Contact: DSG  
Wells Affected: Yes  
Num Affected: 3  
Wells Contam: BOBBY KLUTTZ  
Wells Contam: MYERS BROTHERS GIN  
Wells Contam: UNKNOWN  
Sampled By: Dept. of Env. Management

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MYERS BROTHERS GIN, INC. (Continued)**

**S106799549**

Samples Include: Groundwater Samples  
7.5 Min Quad: Not reported  
5 Min Quad: L62L  
Latitude: 35.70888888  
Longitude: -80.52527777  
Latitude Number: 354232  
Longitude Number: 803131  
Latitude Decimal: 35.708888888889  
Longitude Decimal: 80.525277777778  
GPS: 3  
Agency: DWM  
Facility ID: 15376  
Last Modified: 6/19/1996  
Incident Phase: Follow Up  
NOV Issued: 5/9/1996  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Sighned: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST:**

Facility ID: 00-0-000  
UST Number: MO-4579  
Incident Number: 15376  
Contamination Type: Groundwater/Both  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 06/07/1995  
Date Occur: 06/07/1995  
Cleanup: 06/07/1995  
Closure Request: Not reported  
Close Out: 06/24/2013  
Level Of Soil Cleanup Achieved: Not reported  
Tank Regulated Status: Regulated  
# Of Supply Wells: 2  
Commercial/NonCommercial UST Site: COMMERCIAL  
Risk Classification: H  
Risk Class Based On Review: L  
Corrective Action Plan Type: AS/BS  
NOV Issue Date: 05/09/1996  
NORR Issue Date: 05/09/1996  
Site Priority: 205A  
Phase Of LSA Req: Not reported  
Site Risk Reason: Not reported  
Land Use: Not reported  
MTBE: 2  
MTBE1: Unknown  
Flag: Yes  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MYERS BROTHERS GIN, INC. (Continued)**

**S106799549**

Current Status: File Located in Archives  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 327  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.7089 -80.5253  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville  
Company: HOLDING BROTHERS, INC.  
Contact Person: DAVID HOLDING  
Telephone: (704)786-4127  
RP Address: 3511 MILFORD COURT NW  
RP City,St,Zip: CONCORD, NC 28027  
RP County: Not reported  
Comments: SITE REOPENED DUE TO GW CONTAMINATION FOUND AND TWO SUPPLY WELLS AT RISK  
5 Min Quad: Not reported

**PIRF:**

Facility Id: 15376  
Date Occurred: 1995-06-07 00:00:00  
Date Reported: 1996-05-05 00:00:00  
Description Of Incident: UPON REMOVAL OF 4 USTS, DOWNGRADIANT WELL WAS IMPACTED.  
Owner/Operator: DAVID HOLDING  
Ownership: 4  
Operation Type: 6  
Type: 3  
Location: 1  
Site Priority: 205A  
Priority Update: 1998-05-15 00:00:00  
Wells Affected Y/N: Y  
Samples Include: 3  
7#5 Minute Quad: 1  
5 Minute Quad: 1  
Pirf/Min Soil: Not reported  
Release Code: L62L  
Source Code: Pirf  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported

Last Modified: 2013-06-24 00:00:00  
**Incident Phase: Closed Out**  
NOV Issued: 1996-05-09 00:00:00  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MYERS BROTHERS GIN, INC. (Continued)**

**S106799549**

RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

Facility ID: 00-0-000  
UST Number: MO-4580  
Incident Number: 15377  
Contamination Type: Groundwater/Both  
Source Type: Leak-underground  
Product Type: PETROLEUM  
Date Reported: 09/21/1995  
Date Occur: 06/14/1995  
Cleanup: 06/14/1995  
Closure Request: Not reported  
Close Out: Not reported  
Level Of Soil Cleanup Achieved: Soil to Groundwater  
Tank Regulated Status: Non Regulated  
# Of Supply Wells: 3  
Commercial/NonCommercial UST Site: NON COMMERCIAL  
Risk Classification: H  
Risk Class Based On Review: H  
Corrective Action Plan Type: air sparging and soil vapor extraction  
NOV Issue Date: 05/09/1996  
NORR Issue Date: 05/09/1996  
Site Priority: 205A  
Phase Of LSA Req: Not reported  
Site Risk Reason: Gross contaminant levels  
Land Use: Not reported  
MTBE: 2  
MTBE1: Yes  
Flag: No  
Flag1: No  
LUR Filed: Not reported  
Release Detection: 0  
Current Status: File Located in House  
RBCA GW: Not reported  
PETOPT: 3  
RPL: False  
CD Num: 0  
Reel Num: 0  
RPOW: False  
RPOP: False  
Error Flag: 0  
Error Code: Not reported  
Valid: False  
Lat/Long Decimal: 35.7085 -80.5249  
Testlat: Not reported  
Regional Officer Project Mgr: DSG  
Region: Mooresville  
Company: OIL PRODUCTS COMPANY, INC.  
Contact Person: LYNN EDMUNDSON  
Telephone: (704)633-2786  
RP Address: PO BOX 506  
RP City,St,Zip: SALISBURY, NC 281450506  
RP County: ROWAN  
Comments: NEED TO INSTALL WELL TO DETERMINE HORIZONTAL EXTENT, RECEIVED MONITORING REPORT ON 8/7/02 3/04 - MOVING SYSTEM AND WELLS TO ADDRESS

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MYERS BROTHERS GIN, INC. (Continued)**

**S106799549**

5 Min Quad: THE MOVING PLUME. (rec coor 35.708600 80.524800)  
Not reported

**PIRF:**

Facility Id: 15377  
Date Occurred: 1995-06-14 00:00:00  
Date Reported: 1996-05-05 00:00:00  
Description Of Incident: MRO REQUESTED CLOSURE REPORT WHICH INDICATED SOIL AND GW CONTAMINATION

Owner/Operator: LYNN EDMUNDSON  
Ownership: 4  
Operation Type: 2  
Type: 3  
Location: 1  
Site Priority: 205A  
Priority Update: 1998-05-15 00:00:00  
Wells Affected Y/N: Y  
Samples Include: 3  
7#5 Minute Quad: 1  
5 Minute Quad: 1  
Pirf/Min Soil: Not reported  
Release Code: L62L  
Source Code: Pirf  
Err Type: Not reported  
Cause: Not reported  
Source: Not reported  
Ust Number: Not reported

Last Modified: 2001-09-12 00:00:00

**Incident Phase: Follow Up**  
NOV Issued: 2001-09-04 00:00:00  
NORR Issued: Not reported  
45 Day Report: Not reported  
Public Meeting Held: Not reported  
Corrective Action Planned: Not reported  
SOC Signed: Not reported  
Reclassification Report: Not reported  
RS Designation: Not reported  
Closure Request Date: Not reported  
Close-out Report: Not reported

**LUST TRUST:**

Facility ID: 0-021076  
Site ID: 15377  
Site Note: After Claim #200, claims are to be processed as 100% Noncommercial.  
See letter in Eligibility file. Work from pervious claim.  
Site Eligible?: True  
Commercial Find: 100% Non-Commercial  
Priority Rank: High  
Deductable Amount: 0  
3rd Party Deductable Amt: 100000  
Sum 3rd Party Amt Applied: 0

[Click this hyperlink](#) while viewing on your computer to access additional NC LUST TRUST: detail in the EDR Site Report.

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**34**  
**WNW**  
**1/2-1**  
**0.980 mi.**  
**5174 ft.**

**STATESVILLE BLVD CONTAMINATION**  
**2620 STATESVILLE BLVD**  
**SALISBURY, NC**

**SHWS S109541396**  
**N/A**

**Relative:**  
**Higher**

SHWS:

Facility ID:

NONCD0002868

Lat/Longitude:

35.70037 / -80.53442

Geolocation Method:

On Screen Placement On Georeferenced Map

**Actual:**  
**791 ft.**

## ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
SALISBURY	U003136849	MYERS MARKET	ROUTE 1 / HIGHWAY 601 NORTH	28144	UST
SALISBURY	U003134104	JOHN PENCE	RTE 1 BOX 525	28144	UST
SALISBURY	U003562864	MYERS BROTHERS GIN, INC.	ROUTE 1, BOX 192 / WOODLEAF RO	28144	UST
SALISBURY	U003562728	CROSSROAD GROCERY	ROUTE 1, BOX 192	28144	UST
SALISBURY	U003136881	KLUTTZ GROCERY AND SERVICE	ROUTE 11, BOX 212	28144	UST
SALISBURY	U003136879	MOORE'S BUILDING SUPPLY'S	ROUTE 11, BOX 759	28144	UST
SALISBURY	U001197834	CHANTICLEER TEAGUE	ROUTE 12, BOX 320	28144	UST
SALISBURY	U003142464	MARGARET TAYLOR	ROUTE 13, BOX 608	28144	UST
SALISBURY	U001198857	PARK & SHOP	HWY 150	28144	UST
SALISBURY	U003136950	GOODNIGHTS EXXON	RT 2 HWY 15 WEST	28144	UST
SALISBURY	U001198966	OWENS ILLINOIS FPD	HWY 29 N	28144	UST
SALISBURY	1009217759	AMERICAN CENTURY HOME FABRICS	HWY 29	28144	RCRA NonGen / NLR
SALISBURY	1004745226	TAYLORS JUNK BATTERIES	RT 3 BOX 581		RCRA NonGen / NLR, FINDS
SALISBURY	U003137383	BROWN'S LANDING	ROUTE 4, BOX 394-E	28144	IMD, LUST, UST
SALISBURY	S104913376	LYERLY RESIDENCE	HWY 52, GRANITE QUARRY		IMD
SALISBURY	U003137564	PIEDMONT RESEARCH STATION	ROUTE 6, BOX 420	28144	UST
SALISBURY	U003134199	MYERS SEPTIC TANK CO.	ROUTE 6, BOX 502-B	28144	UST
SALISBURY	U001198855	VILLAGE GROCERY	HWY 601	28144	UST
SALISBURY	S103131748	HOECHST CELANESE CRU/GRU	HWY 70 WEST		IMD
SALISBURY	1007089642	SALISBURY	HIGHWAY 70 WEST	28147	TSCA
SALISBURY	1005932018	SALISBURY	HIGHWAY 70 WEST	28144	TSCA
SALISBURY	S104913949	CELANESE - CRU & GRU UNIT (AKA	HWY 70W		IMD
SALISBURY	U003137361	RIDENHOUR SUPPLY, INC	ROUTE 8, BOX 86	28144	UST
SALISBURY	S105163815	FIBER CELANESE	US HWY 70		SWF/LF, HIST LF
SALISBURY	1009399563	CAMPBLLS BODY SHOP	4530 US HWY 601 N	28147	RCRA NonGen / NLR
SALISBURY	S110629226	MCDONALD'S	JAKE ALEXANDER @ HWY 70	28144	LAST
SALISBURY	1004744474	FIBER IND INC LANDFILL	NEEDMORE RD (SR 1984)	28144	RCRA NonGen / NLR, FINDS
SALISBURY	1004745497	NC HWY PATROL	SIX MILES S ON US-29A		RCRA-CESQG, FINDS
SALISBURY	U003137140	OWENS ILLINOIS	N. US 29 HWY P.O. BOX 1469	28144	UST
SPENCER	1003868331	OWENS-ILL/SALISBURY BOX PLT	OLD US 29 N	28144	CERC-NFRAP

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/26/2013	Source: EPA
Date Data Arrived at EDR: 05/09/2013	Telephone: N/A
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 10/11/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Quarterly

#### NPL Site Boundaries

##### Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/26/2013	Source: EPA
Date Data Arrived at EDR: 05/09/2013	Telephone: N/A
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 10/11/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Quarterly

#### NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal Delisted NPL site list***

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/26/2013	Source: EPA
Date Data Arrived at EDR: 05/09/2013	Telephone: N/A
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 10/11/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Quarterly

## ***Federal CERCLIS list***

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/26/2013	Source: EPA
Date Data Arrived at EDR: 05/29/2013	Telephone: 703-412-9810
Date Made Active in Reports: 08/09/2013	Last EDR Contact: 10/18/2013
Number of Days to Update: 72	Next Scheduled EDR Contact: 12/09/2013
	Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 07/31/2012	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/09/2012	Telephone: 703-603-8704
Date Made Active in Reports: 12/20/2012	Last EDR Contact: 10/11/2013
Number of Days to Update: 72	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Varies

## ***Federal CERCLIS NFRAP site List***

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 04/26/2013	Source: EPA
Date Data Arrived at EDR: 05/29/2013	Telephone: 703-412-9810
Date Made Active in Reports: 08/09/2013	Last EDR Contact: 10/18/2013
Number of Days to Update: 72	Next Scheduled EDR Contact: 12/09/2013
	Data Release Frequency: Quarterly

## ***Federal RCRA CORRACTS facilities list***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/11/2013  
Date Data Arrived at EDR: 08/08/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 36

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 10/02/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Quarterly

## ***Federal RCRA non-CORRACTS TSD facilities list***

### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 07/11/2013  
Date Data Arrived at EDR: 08/08/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 36

Source: Environmental Protection Agency  
Telephone: (404) 562-8651  
Last EDR Contact: 10/02/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 07/11/2013  
Date Data Arrived at EDR: 08/08/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 36

Source: Environmental Protection Agency  
Telephone: (404) 562-8651  
Last EDR Contact: 10/02/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Quarterly

### **RCRA-SQG: RCRA - Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 07/11/2013  
Date Data Arrived at EDR: 08/08/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 36

Source: Environmental Protection Agency  
Telephone: (404) 562-8651  
Last EDR Contact: 10/02/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Quarterly

### **RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 07/11/2013  
Date Data Arrived at EDR: 08/08/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 36

Source: Environmental Protection Agency  
Telephone: (404) 562-8651  
Last EDR Contact: 10/02/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal institutional controls / engineering controls registries***

### **US ENG CONTROLS: Engineering Controls Sites List**

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 06/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2013	Telephone: 703-603-0695
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 09/10/2013
Number of Days to Update: 104	Next Scheduled EDR Contact: 12/23/2013
	Data Release Frequency: Varies

### **US INST CONTROL: Sites with Institutional Controls**

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 06/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2013	Telephone: 703-603-0695
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 09/10/2013
Number of Days to Update: 104	Next Scheduled EDR Contact: 12/23/2013
	Data Release Frequency: Varies

### **LUCIS: Land Use Control Information System**

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 08/20/2013	Source: Department of the Navy
Date Data Arrived at EDR: 08/23/2013	Telephone: 843-820-7326
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 08/15/2013
Number of Days to Update: 70	Next Scheduled EDR Contact: 09/02/2013
	Data Release Frequency: Varies

## ***Federal ERNS list***

### **ERNS: Emergency Response Notification System**

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/2012	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 01/17/2013	Telephone: 202-267-2180
Date Made Active in Reports: 02/15/2013	Last EDR Contact: 10/01/2013
Number of Days to Update: 29	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Annually

## ***State- and tribal - equivalent NPL***

### **HSDS: Hazardous Substance Disposal Site**

Locations of uncontrolled and unregulated hazardous waste sites. The file includes sites on the National Priority List as well as those on the state priority list.

Date of Government Version: 08/09/2011	Source: North Carolina Center for Geographic Information and Analysis
Date Data Arrived at EDR: 11/08/2011	Telephone: 919-754-6580
Date Made Active in Reports: 12/05/2011	Last EDR Contact: 11/04/2013
Number of Days to Update: 27	Next Scheduled EDR Contact: 02/17/2014
	Data Release Frequency: Biennially

## ***State- and tribal - equivalent CERCLIS***

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SHWS: Inactive Hazardous Sites Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 05/24/2013	Source: Department of Environment, Health and Natural Resources
Date Data Arrived at EDR: 06/20/2013	Telephone: 919-508-8400
Date Made Active in Reports: 07/05/2013	Last EDR Contact: 09/20/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 12/30/2013
	Data Release Frequency: Quarterly

## **State and tribal landfill and/or solid waste disposal site lists**

### SWF/LF: List of Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/01/2013	Source: Department of Environment and Natural Resources
Date Data Arrived at EDR: 10/02/2013	Telephone: 919-733-0692
Date Made Active in Reports: 10/30/2013	Last EDR Contact: 10/02/2013
Number of Days to Update: 28	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Semi-Annually

### OLI: Old Landfill Inventory

Old landfill inventory location information. (Does not include no further action sites and other agency lead sites).

Date of Government Version: 04/05/2013	Source: Department of Environment & Natural Resources
Date Data Arrived at EDR: 04/18/2013	Telephone: 919-733-4996
Date Made Active in Reports: 05/09/2013	Last EDR Contact: 10/18/2013
Number of Days to Update: 21	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Varies

## **State and tribal leaking storage tank lists**

### LUST: Regional UST Database

This database contains information obtained from the Regional Offices. It provides a more detailed explanation of current and historic activity for individual sites, as well as what was previously found in the Incident Management Database. Sites in this database with Incident Numbers are considered LUSTs.

Date of Government Version: 08/09/2013	Source: Department of Environment and Natural Resources
Date Data Arrived at EDR: 08/15/2013	Telephone: 919-733-1308
Date Made Active in Reports: 09/06/2013	Last EDR Contact: 08/15/2013
Number of Days to Update: 22	Next Scheduled EDR Contact: 11/25/2013
	Data Release Frequency: Quarterly

### LUST TRUST: State Trust Fund Database

This database contains information about claims against the State Trust Funds for reimbursements for expenses incurred while remediating Leaking USTs.

Date of Government Version: 10/11/2013	Source: Department of Environment and Natural Resources
Date Data Arrived at EDR: 10/15/2013	Telephone: 919-733-1315
Date Made Active in Reports: 10/30/2013	Last EDR Contact: 10/17/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Semi-Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### LAST: Leaking Aboveground Storage Tanks

A listing of leaking aboveground storage tank site locations.

Date of Government Version: 08/05/2013	Source: Department of Environment & Natural Resources
Date Data Arrived at EDR: 08/15/2013	Telephone: 877-623-6748
Date Made Active in Reports: 09/06/2013	Last EDR Contact: 08/15/2013
Number of Days to Update: 22	Next Scheduled EDR Contact: 11/25/2013
	Data Release Frequency: Quarterly

### INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 03/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2013	Telephone: 415-972-3372
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 42	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

### INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/27/2012	Source: EPA Region 8
Date Data Arrived at EDR: 08/28/2012	Telephone: 303-312-6271
Date Made Active in Reports: 10/16/2012	Last EDR Contact: 10/28/2013
Number of Days to Update: 49	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

### INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 08/27/2013	Source: EPA Region 7
Date Data Arrived at EDR: 08/27/2013	Telephone: 913-551-7003
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 66	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

### INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 09/12/2011	Source: EPA Region 6
Date Data Arrived at EDR: 09/13/2011	Telephone: 214-665-6597
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 10/28/2013
Number of Days to Update: 59	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

### INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 08/01/2013	Source: EPA Region 4
Date Data Arrived at EDR: 08/02/2013	Telephone: 404-562-8677
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 91	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Semi-Annually

### INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/01/2013	Source: EPA Region 1
Date Data Arrived at EDR: 05/01/2013	Telephone: 617-918-1313
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 11/01/2013
Number of Days to Update: 184	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 07/29/2013	Source: EPA Region 10
Date Data Arrived at EDR: 07/30/2013	Telephone: 206-553-2857
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 94	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

## **State and tribal registered storage tank lists**

UST: Petroleum Underground Storage Tank Database

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 08/09/2013	Source: Department of Environment and Natural Resources
Date Data Arrived at EDR: 08/15/2013	Telephone: 919-733-1308
Date Made Active in Reports: 09/09/2013	Last EDR Contact: 08/15/2013
Number of Days to Update: 25	Next Scheduled EDR Contact: 11/25/2013
	Data Release Frequency: Quarterly

AST: AST Database

Facilities with aboveground storage tanks that have a capacity greater than 21,000 gallons.

Date of Government Version: 09/23/2013	Source: Department of Environment and Natural Resources
Date Data Arrived at EDR: 09/25/2013	Telephone: 919-715-6183
Date Made Active in Reports: 10/30/2013	Last EDR Contact: 09/23/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 01/08/2014
	Data Release Frequency: Semi-Annually

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/10/2011	Source: EPA Region 6
Date Data Arrived at EDR: 05/11/2011	Telephone: 214-665-7591
Date Made Active in Reports: 06/14/2011	Last EDR Contact: 10/28/2013
Number of Days to Update: 34	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Semi-Annually

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 12/31/2012	Source: EPA Region 7
Date Data Arrived at EDR: 02/28/2013	Telephone: 913-551-7003
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 43	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 07/29/2013	Source: EPA Region 8
Date Data Arrived at EDR: 08/01/2013	Telephone: 303-312-6137
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 92	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 02/21/2013	Source: EPA Region 9
Date Data Arrived at EDR: 02/26/2013	Telephone: 415-972-3368
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 45	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 09/28/2012	Source: EPA, Region 1
Date Data Arrived at EDR: 11/07/2012	Telephone: 617-918-1313
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 11/01/2014
Number of Days to Update: 156	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 08/01/2013	Source: EPA Region 4
Date Data Arrived at EDR: 08/02/2013	Telephone: 404-562-9424
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 91	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Semi-Annually

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 08/20/2013	Source: EPA Region 5
Date Data Arrived at EDR: 08/23/2013	Telephone: 312-886-6136
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 70	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Varies

## INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 02/05/2013	Source: EPA Region 10
Date Data Arrived at EDR: 02/06/2013	Telephone: 206-553-2857
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 10/28/2013
Number of Days to Update: 65	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Quarterly

## FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 10/17/2013
Number of Days to Update: 55	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***State and tribal institutional control / engineering control registries***

### INST CONTROL: No Further Action Sites With Land Use Restrictions Monitoring

A land use restricted site is a property where there are limits or requirements on future use of the property due to varying levels of cleanup possible, practical, or necessary at the site.

Date of Government Version: 05/24/2013  
Date Data Arrived at EDR: 06/20/2013  
Date Made Active in Reports: 07/05/2013  
Number of Days to Update: 15

Source: Department of Environment, Health and Natural Resources  
Telephone: 919-508-8400  
Last EDR Contact: 09/20/2013  
Next Scheduled EDR Contact: 12/30/2013  
Data Release Frequency: Quarterly

## ***State and tribal voluntary cleanup sites***

### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 09/28/2012  
Date Data Arrived at EDR: 10/02/2012  
Date Made Active in Reports: 10/16/2012  
Number of Days to Update: 14

Source: EPA, Region 1  
Telephone: 617-918-1102  
Last EDR Contact: 10/01/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Varies

### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008  
Date Data Arrived at EDR: 04/22/2008  
Date Made Active in Reports: 05/19/2008  
Number of Days to Update: 27

Source: EPA, Region 7  
Telephone: 913-551-7365  
Last EDR Contact: 04/20/2009  
Next Scheduled EDR Contact: 07/20/2009  
Data Release Frequency: Varies

### VCP: Responsible Party Voluntary Action Sites

Responsible Party Voluntary Action site locations.

Date of Government Version: 05/24/2013  
Date Data Arrived at EDR: 06/20/2013  
Date Made Active in Reports: 07/05/2013  
Number of Days to Update: 15

Source: Department of Environment and Natural Resources  
Telephone: 919-508-8400  
Last EDR Contact: 09/20/2013  
Next Scheduled EDR Contact: 12/30/2013  
Data Release Frequency: Semi-Annually

## ***State and tribal Brownfields sites***

### BROWNFIELDS: Brownfields Projects Inventory

A brownfield site is an abandoned, idled, or underused property where the threat of environmental contamination has hindered its redevelopment. All of the sites in the inventory are working toward a brownfield agreement for cleanup and liability control.

Date of Government Version: 10/04/2013  
Date Data Arrived at EDR: 10/08/2013  
Date Made Active in Reports: 10/30/2013  
Number of Days to Update: 22

Source: Department of Environment and Natural Resources  
Telephone: 919-733-4996  
Last EDR Contact: 10/08/2013  
Next Scheduled EDR Contact: 01/20/2014  
Data Release Frequency: Varies

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### ***Local Brownfield lists***

#### US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/24/2013  
Date Data Arrived at EDR: 06/25/2013  
Date Made Active in Reports: 08/09/2013  
Number of Days to Update: 45

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 09/24/2013  
Next Scheduled EDR Contact: 01/08/2014  
Data Release Frequency: Semi-Annually

## **Local Lists of Landfill / Solid Waste Disposal Sites**

### ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

### DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 10/28/2013  
Next Scheduled EDR Contact: 02/11/2014  
Data Release Frequency: No Update Planned

### HIST LF: Solid Waste Facility Listing

A listing of solid waste facilities.

Date of Government Version: 11/06/2006  
Date Data Arrived at EDR: 02/13/2007  
Date Made Active in Reports: 03/02/2007  
Number of Days to Update: 17

Source: Department of Environment & Natural Resources  
Telephone: 919-733-0692  
Last EDR Contact: 01/19/2009  
Next Scheduled EDR Contact: 04/19/2009  
Data Release Frequency: Quarterly

### SWRCY: Recycling Center Listing

A listing of recycling center locations.

Date of Government Version: 08/06/2012  
Date Data Arrived at EDR: 08/08/2012  
Date Made Active in Reports: 09/13/2012  
Number of Days to Update: 36

Source: Department of Environment & Natural Resources  
Telephone: 919-707-8137  
Last EDR Contact: 08/23/2013  
Next Scheduled EDR Contact: 11/18/2013  
Data Release Frequency: Varies

### INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 11/04/2013  
Next Scheduled EDR Contact: 02/17/2014  
Data Release Frequency: Varies

## **Local Lists of Hazardous waste / Contaminated Sites**

### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/06/2013  
Date Data Arrived at EDR: 09/11/2013  
Date Made Active in Reports: 10/03/2013  
Number of Days to Update: 22

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 09/04/2013  
Next Scheduled EDR Contact: 12/16/2013  
Data Release Frequency: Quarterly

## US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007  
Date Data Arrived at EDR: 11/19/2008  
Date Made Active in Reports: 03/30/2009  
Number of Days to Update: 131

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 03/23/2009  
Next Scheduled EDR Contact: 06/22/2009  
Data Release Frequency: No Update Planned

## Local Land Records

### LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/06/2013  
Date Data Arrived at EDR: 04/25/2013  
Date Made Active in Reports: 05/10/2013  
Number of Days to Update: 15

Source: Environmental Protection Agency  
Telephone: 202-564-6023  
Last EDR Contact: 11/01/2013  
Next Scheduled EDR Contact: 02/11/2014  
Data Release Frequency: Varies

## Records of Emergency Release Reports

### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/2012  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 02/27/2013  
Number of Days to Update: 55

Source: U.S. Department of Transportation  
Telephone: 202-366-4555  
Last EDR Contact: 10/01/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Annually

### IMD: Incident Management Database

Groundwater and/or soil contamination incidents

Date of Government Version: 07/21/2006  
Date Data Arrived at EDR: 08/01/2006  
Date Made Active in Reports: 08/23/2006  
Number of Days to Update: 22

Source: Department of Environment and Natural Resources  
Telephone: 919-733-3221  
Last EDR Contact: 07/01/2011  
Next Scheduled EDR Contact: 10/17/2011  
Data Release Frequency: No Update Planned

### SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 06/14/2001  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 03/06/2013  
Number of Days to Update: 62

Source: FirstSearch  
Telephone: N/A  
Last EDR Contact: 01/03/2013  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 09/27/2012	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 03/06/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## Other Ascertainable Records

### RCRA NonGen / NLR: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 07/11/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/08/2013	Telephone: (404) 562-8651
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 10/02/2013
Number of Days to Update: 36	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Varies

### DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 08/07/2012	Telephone: 202-366-4595
Date Made Active in Reports: 09/18/2012	Last EDR Contact: 08/05/2013
Number of Days to Update: 42	Next Scheduled EDR Contact: 11/18/2013
	Data Release Frequency: Varies

### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/18/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Semi-Annually

### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2011	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 02/26/2013	Telephone: 202-528-4285
Date Made Active in Reports: 03/13/2013	Last EDR Contact: 09/10/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 12/23/2013
	Data Release Frequency: Varies

### CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/30/2013  
Date Data Arrived at EDR: 08/07/2013  
Date Made Active in Reports: 10/03/2013  
Number of Days to Update: 57

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 09/30/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Varies

## ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/26/2013  
Date Data Arrived at EDR: 06/11/2013  
Date Made Active in Reports: 11/01/2013  
Number of Days to Update: 143

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 09/13/2013  
Next Scheduled EDR Contact: 12/23/2013  
Data Release Frequency: Annually

## UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010  
Date Data Arrived at EDR: 10/07/2011  
Date Made Active in Reports: 03/01/2012  
Number of Days to Update: 146

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 05/28/2013  
Next Scheduled EDR Contact: 09/09/2013  
Data Release Frequency: Varies

## US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2013  
Date Data Arrived at EDR: 09/05/2013  
Date Made Active in Reports: 10/03/2013  
Number of Days to Update: 28

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 09/05/2013  
Next Scheduled EDR Contact: 12/16/2013  
Data Release Frequency: Semi-Annually

## TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2011  
Date Data Arrived at EDR: 07/31/2013  
Date Made Active in Reports: 09/13/2013  
Number of Days to Update: 44

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 08/30/2013  
Next Scheduled EDR Contact: 12/09/2013  
Data Release Frequency: Annually

## TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006  
Date Data Arrived at EDR: 09/29/2010  
Date Made Active in Reports: 12/02/2010  
Number of Days to Update: 64

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 09/24/2013  
Next Scheduled EDR Contact: 01/08/2014  
Data Release Frequency: Every 4 Years

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/22/2013
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/09/2013
	Data Release Frequency: Quarterly

## FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/22/2013
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/09/2013
	Data Release Frequency: Quarterly

## HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

## HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

## SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 10/28/2013
Number of Days to Update: 77	Next Scheduled EDR Contact: 02/11/2014
	Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/20/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/10/2011	Telephone: 202-564-5088
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 10/09/2014
Number of Days to Update: 61	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2013	Source: EPA
Date Data Arrived at EDR: 07/17/2013	Telephone: 202-566-0500
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/18/2013
Number of Days to Update: 107	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Annually

## MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/22/2013	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 08/02/2013	Telephone: 301-415-7169
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 09/10/2013
Number of Days to Update: 91	Next Scheduled EDR Contact: 12/23/2013
	Data Release Frequency: Quarterly

## RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 09/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/09/2013	Telephone: 202-343-9775
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 10/09/2013
Number of Days to Update: 23	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Quarterly

## FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 03/08/2013	Source: EPA
Date Data Arrived at EDR: 03/21/2013	Telephone: (404) 562-9900
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 09/11/2013
Number of Days to Update: 111	Next Scheduled EDR Contact: 12/23/2013
	Data Release Frequency: Quarterly

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/17/1995  
Date Data Arrived at EDR: 07/03/1995  
Date Made Active in Reports: 08/07/1995  
Number of Days to Update: 35

Source: EPA  
Telephone: 202-564-4104  
Last EDR Contact: 06/02/2008  
Next Scheduled EDR Contact: 09/01/2008  
Data Release Frequency: No Update Planned

## RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 05/08/2012  
Date Data Arrived at EDR: 05/25/2012  
Date Made Active in Reports: 07/10/2012  
Number of Days to Update: 46

Source: Environmental Protection Agency  
Telephone: 202-564-8600  
Last EDR Contact: 10/28/2013  
Next Scheduled EDR Contact: 02/11/2014  
Data Release Frequency: Varies

## BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2011  
Date Data Arrived at EDR: 02/26/2013  
Date Made Active in Reports: 04/19/2013  
Number of Days to Update: 52

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 08/26/2013  
Next Scheduled EDR Contact: 12/09/2013  
Data Release Frequency: Biennially

## UIC: Underground Injection Wells Listing

A listing of uncerground injection wells locations.

Date of Government Version: 08/12/2013  
Date Data Arrived at EDR: 08/13/2013  
Date Made Active in Reports: 09/16/2013  
Number of Days to Update: 34

Source: Department of Environment & Natural Resources  
Telephone: 919-807-6412  
Last EDR Contact: 08/09/2013  
Next Scheduled EDR Contact: 11/25/2013  
Data Release Frequency: Varies

## DRYCLEANERS: Drycleaning Sites

Potential and known drycleaning sites, active and abandoned, that the Drycleaning Solvent Cleanup Program has knowledge of and entered into this database.

Date of Government Version: 09/17/2013  
Date Data Arrived at EDR: 09/25/2013  
Date Made Active in Reports: 10/30/2013  
Number of Days to Update: 35

Source: Department of Environment & Natural Resources  
Telephone: 919-508-8400  
Last EDR Contact: 09/25/2013  
Next Scheduled EDR Contact: 01/08/2014  
Data Release Frequency: Varies

## NPDES: NPDES Facility Location Listing

General information regarding NPDES(National Pollutant Discharge Elimination System) permits.

Date of Government Version: 05/01/2013  
Date Data Arrived at EDR: 06/05/2013  
Date Made Active in Reports: 07/05/2013  
Number of Days to Update: 30

Source: Department of Environment & Natural Resources  
Telephone: 919-733-7015  
Last EDR Contact: 09/06/2013  
Next Scheduled EDR Contact: 11/18/2013  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 12/08/2006	Telephone: 202-208-3710
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/18/2013
Number of Days to Update: 34	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Semi-Annually

## SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2011	Telephone: 615-532-8599
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 10/21/2013
Number of Days to Update: 54	Next Scheduled EDR Contact: 02/03/2014
	Data Release Frequency: Varies

## US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 01/23/2013	Source: EPA
Date Data Arrived at EDR: 01/30/2013	Telephone: 202-564-5962
Date Made Active in Reports: 05/10/2013	Last EDR Contact: 09/30/2013
Number of Days to Update: 100	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Annually

## US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 01/23/2013	Source: EPA
Date Data Arrived at EDR: 01/30/2013	Telephone: 202-564-5962
Date Made Active in Reports: 05/10/2013	Last EDR Contact: 09/30/2013
Number of Days to Update: 100	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Annually

## COAL ASH: Coal Ash Disposal Sites

A listing of coal combustion products distribution permits issued by the Division for the treatment, storage, transportation, use and disposal of coal combustion products.

Date of Government Version: 12/31/2007	Source: Department of Environment & Natural Resources
Date Data Arrived at EDR: 08/04/2009	Telephone: 919-807-6359
Date Made Active in Reports: 08/17/2009	Last EDR Contact: 11/04/2013
Number of Days to Update: 13	Next Scheduled EDR Contact: 02/17/2014
	Data Release Frequency: Varies

## PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/15/2013	Source: EPA
Date Data Arrived at EDR: 07/03/2013	Telephone: 202-564-6023
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 10/04/2013
Number of Days to Update: 72	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 11/11/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2012	Telephone: 703-308-4044
Date Made Active in Reports: 05/25/2012	Last EDR Contact: 08/16/2013
Number of Days to Update: 7	Next Scheduled EDR Contact: 11/25/2013
	Data Release Frequency: Varies

## LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/29/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/14/2013	Telephone: 703-603-8787
Date Made Active in Reports: 02/27/2013	Last EDR Contact: 09/24/2013
Number of Days to Update: 13	Next Scheduled EDR Contact: 01/20/2014
	Data Release Frequency: Varies

## EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 06/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/13/2013	Telephone: 617-520-3000
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 08/07/2013
Number of Days to Update: 31	Next Scheduled EDR Contact: 11/25/2013
	Data Release Frequency: Quarterly

## US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 03/04/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/15/2013	Telephone: 202-566-1917
Date Made Active in Reports: 05/10/2013	Last EDR Contact: 09/27/2013
Number of Days to Update: 56	Next Scheduled EDR Contact: 12/02/2013
	Data Release Frequency: Quarterly

## FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005  
Date Data Arrived at EDR: 02/06/2006  
Date Made Active in Reports: 01/11/2007  
Number of Days to Update: 339

Source: U.S. Geological Survey  
Telephone: 888-275-8747  
Last EDR Contact: 10/18/2013  
Next Scheduled EDR Contact: 01/27/2014  
Data Release Frequency: N/A

## PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011  
Date Data Arrived at EDR: 10/19/2011  
Date Made Active in Reports: 01/10/2012  
Number of Days to Update: 83

Source: Environmental Protection Agency  
Telephone: 202-566-0517  
Last EDR Contact: 11/01/2013  
Next Scheduled EDR Contact: 02/11/2014  
Data Release Frequency: Varies

## COAL ASH DOE: Sleam-Electric Plan Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005  
Date Data Arrived at EDR: 08/07/2009  
Date Made Active in Reports: 10/22/2009  
Number of Days to Update: 76

Source: Department of Energy  
Telephone: 202-586-8719  
Last EDR Contact: 10/15/2013  
Next Scheduled EDR Contact: 01/27/2014  
Data Release Frequency: Varies

## Financial Assurance 2: Financial Assurance Information Listing

Information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 10/02/2012  
Date Data Arrived at EDR: 10/03/2012  
Date Made Active in Reports: 10/26/2012  
Number of Days to Update: 23

Source: Department of Environmental & Natural Resources  
Telephone: 919-508-8496  
Last EDR Contact: 09/30/2013  
Next Scheduled EDR Contact: 01/13/2014  
Data Release Frequency: Varies

## COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 08/17/2010  
Date Data Arrived at EDR: 01/03/2011  
Date Made Active in Reports: 03/21/2011  
Number of Days to Update: 77

Source: Environmental Protection Agency  
Telephone: N/A  
Last EDR Contact: 09/13/2013  
Next Scheduled EDR Contact: 12/23/2013  
Data Release Frequency: Varies

## Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 08/09/2013  
Date Data Arrived at EDR: 08/15/2013  
Date Made Active in Reports: 09/16/2013  
Number of Days to Update: 32

Source: Department of Environment & Natural Resources  
Telephone: 919-733-1322  
Last EDR Contact: 08/15/2013  
Next Scheduled EDR Contact: 11/25/2013  
Data Release Frequency: Quarterly

## Financial Assurance 3: Financial Assurance Information

Hazardous waste financial assurance information.

Date of Government Version: 09/30/2012  
Date Data Arrived at EDR: 10/19/2012  
Date Made Active in Reports: 11/29/2012  
Number of Days to Update: 41

Source: Department of Environment & Natural Resources  
Telephone: 919-707-8222  
Last EDR Contact: 09/16/2013  
Next Scheduled EDR Contact: 12/30/2013  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## EDR HIGH RISK HISTORICAL RECORDS

### *EDR Exclusive Records*

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

#### EDR US Hist Auto Stat: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

#### EDR US Hist Cleaners: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

#### EDR US Hist Auto Stat: EDR Proprietary Historic Gas Stations - Cole

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: N/A  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR US Hist Cleaners: EDR Proprietary Historic Dry Cleaners - Cole

Date of Government Version: N/A	Source: N/A
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

## OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 08/19/2013	Telephone: 860-424-3375
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 08/19/2013
Number of Days to Update: 45	Next Scheduled EDR Contact: 12/02/2013
	Data Release Frequency: Annually

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2011	Source: Department of Environmental Protection
Date Data Arrived at EDR: 07/19/2012	Telephone: N/A
Date Made Active in Reports: 08/28/2012	Last EDR Contact: 10/18/2013
Number of Days to Update: 40	Next Scheduled EDR Contact: 01/27/2014
	Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 08/01/2013	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/07/2013	Telephone: 518-402-8651
Date Made Active in Reports: 09/10/2013	Last EDR Contact: 08/07/2013
Number of Days to Update: 34	Next Scheduled EDR Contact: 11/18/2013
	Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2012	Source: Department of Environmental Protection
Date Data Arrived at EDR: 07/24/2013	Telephone: 717-783-8990
Date Made Active in Reports: 08/19/2013	Last EDR Contact: 10/21/2013
Number of Days to Update: 26	Next Scheduled EDR Contact: 02/03/2014
	Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2012	Source: Department of Environmental Management
Date Data Arrived at EDR: 06/21/2013	Telephone: 401-222-2797
Date Made Active in Reports: 08/05/2013	Last EDR Contact: 08/23/2013
Number of Days to Update: 45	Next Scheduled EDR Contact: 12/09/2013
	Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2012

Date Data Arrived at EDR: 08/09/2013

Date Made Active in Reports: 09/27/2013

Number of Days to Update: 49

Source: Department of Natural Resources

Telephone: N/A

Last EDR Contact: 09/16/2013

Next Scheduled EDR Contact: 12/30/2013

Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

## Electric Power Transmission Line Data

Source: Rextag Strategies Corp.

Telephone: (281) 769-2247

U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

## AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

## Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

## Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

## Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

## Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

## Daycare Centers: Child Care Facility List

Source: Department of Health & Human Services

Telephone: 919-662-4499

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

## State Wetlands Data: Wetlands Inventory

Source: Department of Environment & Natural Resources

Telephone: 919-733-2090

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

## **STREET AND ADDRESS INFORMATION**

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## GEOCHECK<sup>®</sup> - PHYSICAL SETTING SOURCE ADDENDUM

### TARGET PROPERTY ADDRESS

SALISBURY MALL  
1935 W. JAKE ALEXANDER BOULEVARD  
SALISBURY, NC 28147

### TARGET PROPERTY COORDINATES

Latitude (North): 35.6917 - 35° 41' 30.12"  
Longitude (West): 80.5147 - 80° 30' 52.92"  
Universal Tranverse Mercator: Zone 17  
UTM X (Meters): 543909.8  
UTM Y (Meters): 3949663.2  
Elevation: 756 ft. above sea level

### USGS TOPOGRAPHIC MAP

Target Property Map: 35080-F5 ROWAN MILLS, NC  
Most Recent Revision: 1987  
  
East Map: 35080-F4 SALISBURY, NC  
Most Recent Revision: 1987

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

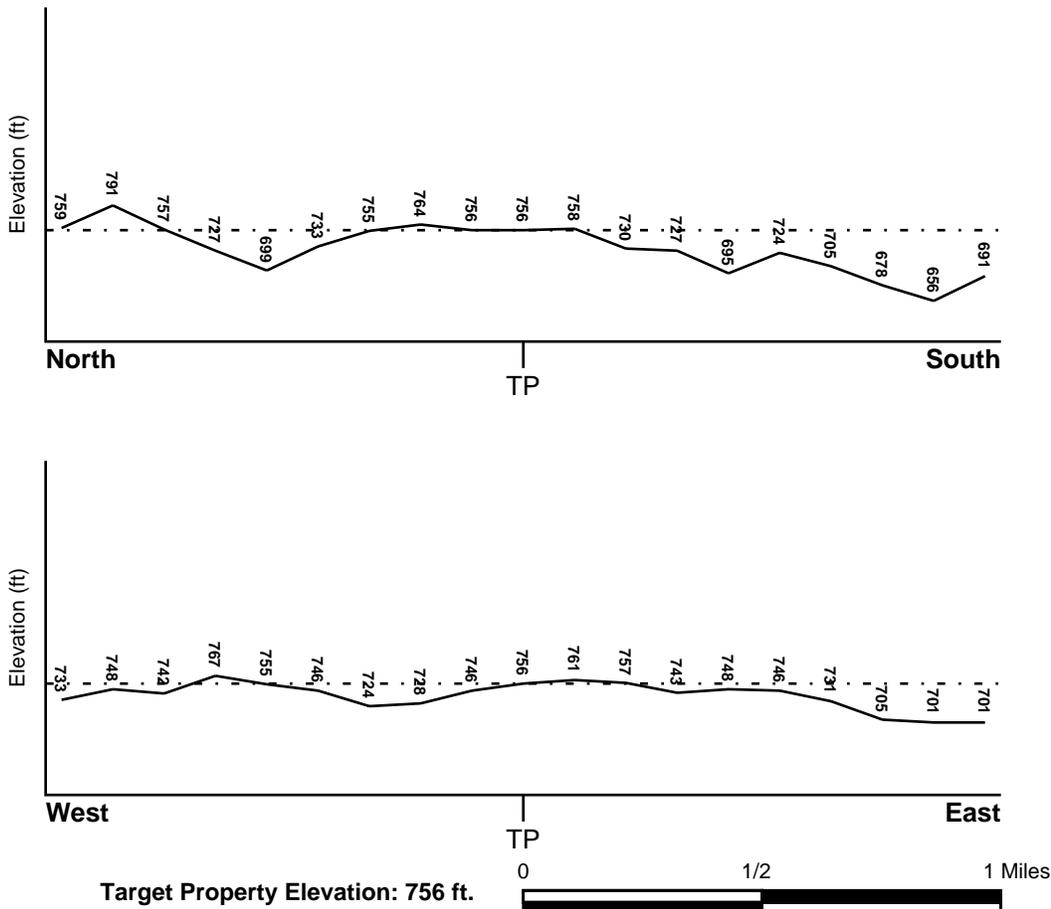
## TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SW

## SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

## **FEMA FLOOD ZONE**

Target Property County  
ROWAN, NC

FEMA Flood Electronic Data  
YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 37159C - FEMA DFIRM Flood data

Additional Panels in search area: Not Reported

## **NATIONAL WETLAND INVENTORY**

NWI Quad at Target Property  
ROWAN MILLS

NWI Electronic Data Coverage  
YES - refer to the Overview Map and Detail Map

## HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## **AQUIFLOW®**

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

### GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

#### **ROCK STRATIGRAPHIC UNIT**

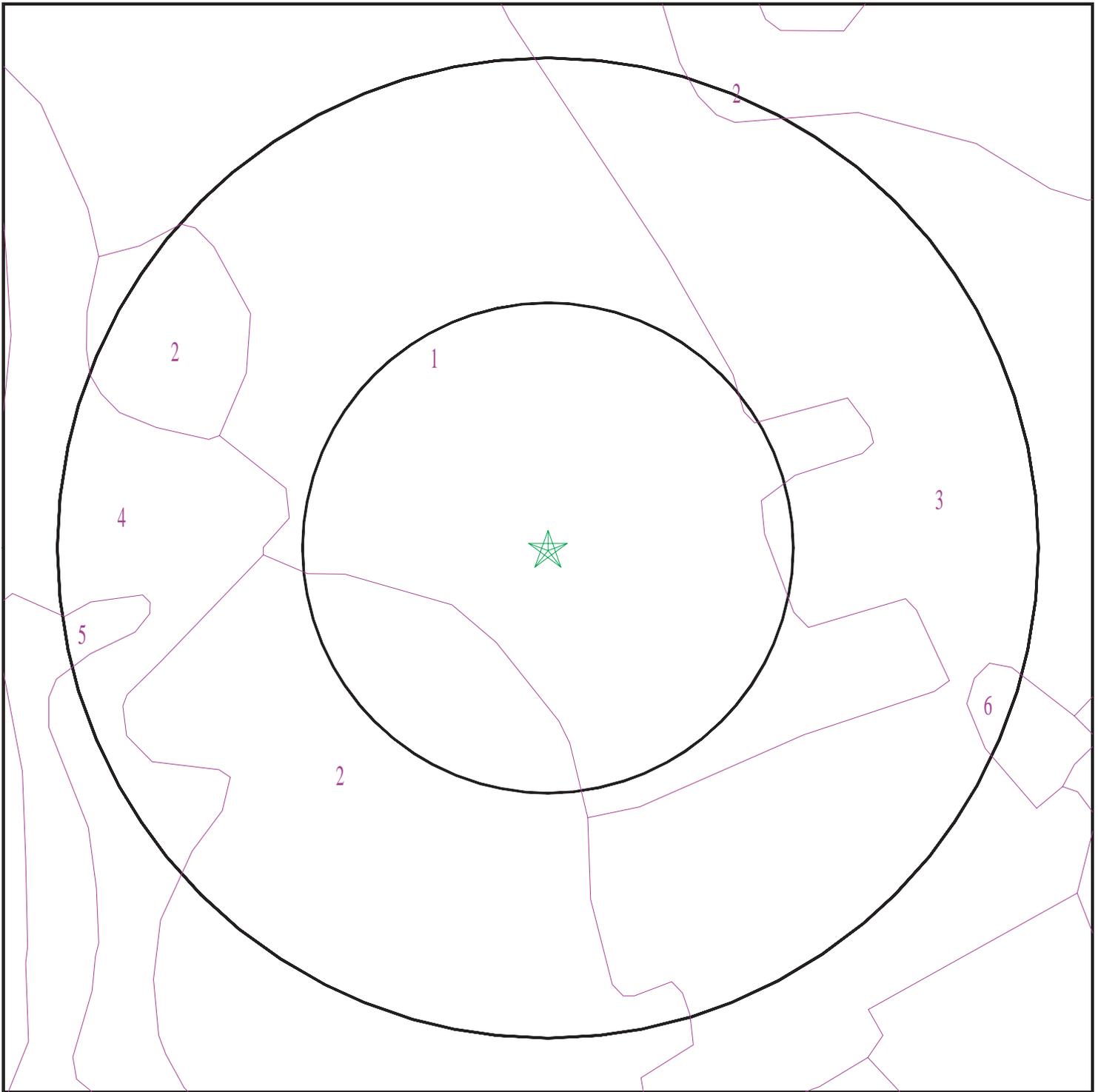
Era: Paleozoic  
System: Ordovician  
Series: Lower Paleozoic granitic rocks  
Code: Pzg1 (*decoded above as Era, System & Series*)

#### **GEOLOGIC AGE IDENTIFICATION**

Category: Plutonic and Intrusive Rocks

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

# SSURGO SOIL MAP - 3777191.2s



- ★ Target Property
- SSURGO Soil
- Water



SITE NAME: Salisbury Mall  
ADDRESS: 1935 W. Jake Alexander Boulevard  
Salisbury NC 28147  
LAT/LONG: 35.6917 / 80.5147

CLIENT: ESP Associates, P.A.  
CONTACT: Chris Ward  
INQUIRY #: 3777191.2s  
DATE: November 05, 2013 2:52 pm

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

### Soil Map ID: 1

Soil Component Name: Urban land

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class:  
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	variable	Not reported	Not reported	Max: Min:	Max: Min:

### Soil Map ID: 2

Soil Component Name: Cecil

Soil Surface Texture: sandy clay loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
2	5 inches	48 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 5.5 Min: 4.5
3	48 inches	61 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14 Min: 4	Max: 6 Min: 4.5

### Soil Map ID: 3

Soil Component Name: Cecil

Soil Surface Texture: sandy clay loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
2	5 inches	51 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 5.5 Min: 4.5
3	51 inches	85 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14 Min: 4	Max: 5.5 Min: 4.5

### Soil Map ID: 4

Soil Component Name: Cecil

Soil Surface Texture: sandy clay loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
2	5 inches	48 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 5.5 Min: 4.5
3	48 inches	61 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14 Min: 4	Max: 6 Min: 4.5

### Soil Map ID: 5

Soil Component Name: Chewacla

Soil Surface Texture: loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Somewhat poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 38 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
2	5 inches	14 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
3	14 inches	22 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 4.5
4	22 inches	50 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 7.8 Min: 4.5
5	50 inches	59 inches	loamy fine sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 6.5 Min: 3.6

### Soil Map ID: 6

Soil Component Name: Water

Soil Surface Texture: loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class:  
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

## WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

## FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
4	USGS40000889639	1/2 - 1 Mile North

## FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

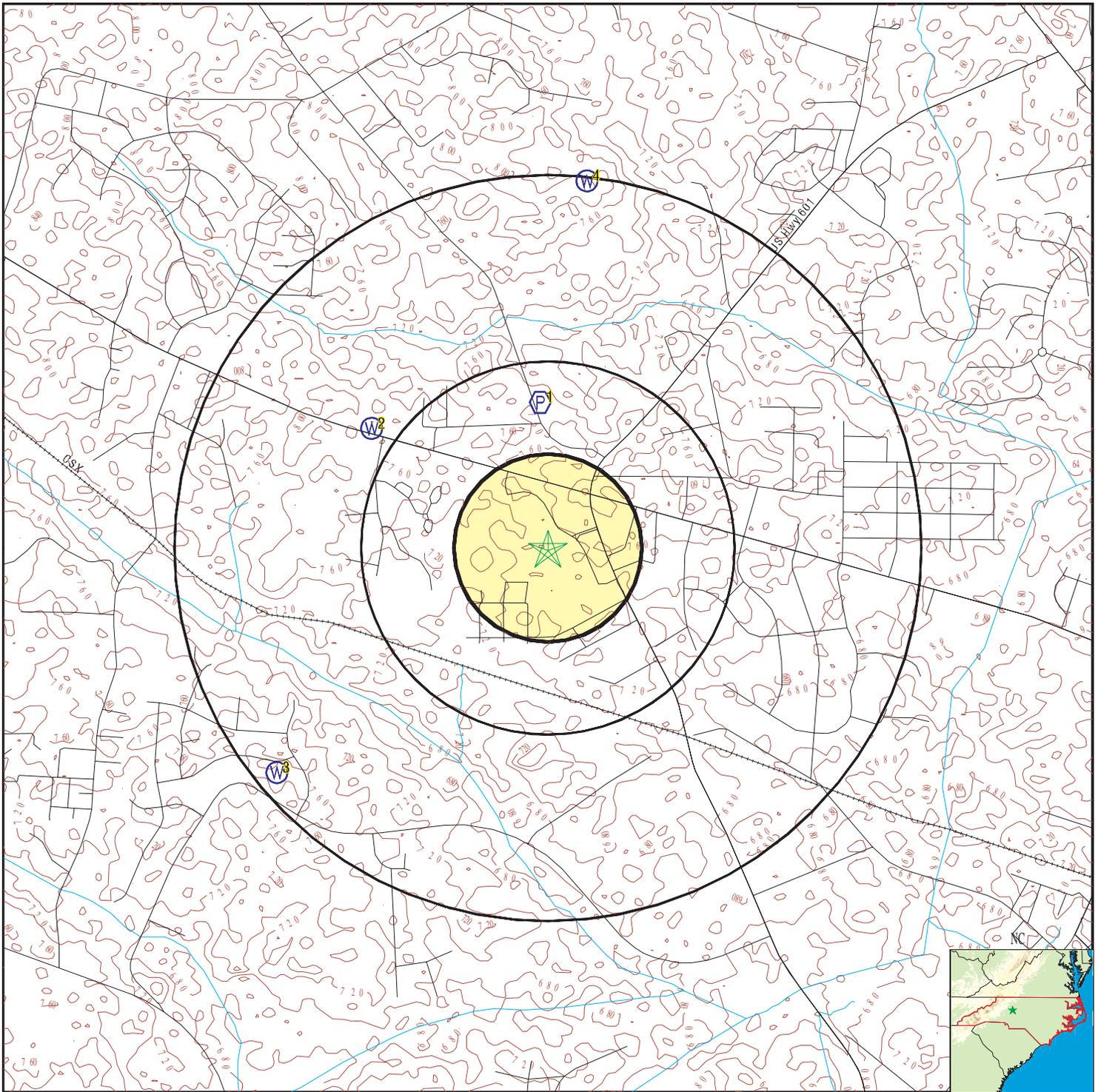
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	NC0180716	1/4 - 1/2 Mile North

Note: PWS System location is not always the same as well location.

## STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
2	NC2000000005554	1/2 - 1 Mile NW
3	NC2000000005417	1/2 - 1 Mile SW

# PHYSICAL SETTING SOURCE MAP - 3777191.2s



- |  |  |                           |
|--|--|---------------------------|
| County Boundary                            | Groundwater Flow Direction                 | Wildlife Areas            |
| Major Roads                                | Indeterminate Groundwater Flow at Location | Natural Areas             |
| Contour Lines                              | Groundwater Flow Varies at Location        | Rare & Endangered Species |
| Earthquake epicenter, Richter 5 or greater |  |                           |
| Water Wells                                |  |                           |
| Public Water Supply Wells                  |  |                           |
| Cluster of Multiple Icons                  |  |                           |

**SITE NAME:** Salisbury Mall  
**ADDRESS:** 1935 W. Jake Alexander Boulevard  
 Salisbury NC 28147  
**LAT/LONG:** 35.6917 / 80.5147

**CLIENT:** ESP Associates, P.A.  
**CONTACT:** Chris Ward  
**INQUIRY #:** 3777191.2s  
**DATE:** November 05, 2013 2:52 pm

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**1**  
**North**  
**1/4 - 1/2 Mile**  
**Higher**      **FRDS PWS**      **NC0180716**

PWS ID:                      NC0180716  
 Date Initiated:          8407                      Date Deactivated: Not Reported  
 PWS Name:                MARANATHA BIBLE CHURCH  
                                   SALISBURY, NC 28144

Addressee / Facility:    System Owner/Responsible Party  
                                   JOHN MCKEE OR DIRECTOR NOW  
                                   2320 STATESVILLE ROAD  
                                   SALISBURY, NC 28144

Addressee / Facility:    System Owner/Responsible Party  
                                   MARANATHA BIBLE CHURCH  
                                   2320 STATESVILLE ROAD  
                                   SALISBURY, NC 28144

Facility Latitude:        35 41 50                      Facility Longitude: 080 30 55  
 City Served:              SALISBURY  
 Treatment Class:        Untreated                      Population:                      00000160

Violations information not reported.

**ENFORCEMENT INFORMATION:**

Truedate:                    03/31/2009                      Pwsid:                              NC0180716  
 Pwsname:                    MARANATHA BIBLE CHURCH  
 Retpopsrvd:                50                                  Pwstypecod:                      NC  
 Void:                            200                                Contaminant:                      COLIFORM (TCR)  
 Viol. Type:                    Monitoring, Routine Major (TCR)  
 Complperbe:                1/1/2000 0:00:00  
 Complperen:                3/31/2000 0:00:00              Enfdate:                              4/30/2002 0:00:00  
 Enf action:                    State Compliance Achieved  
 Violmeasur:                Not Reported

Truedate:                    03/31/2009                      Pwsid:                              NC0180716  
 Pwsname:                    MARANATHA BIBLE CHURCH  
 Retpopsrvd:                50                                  Pwstypecod:                      NC  
 Void:                            200                                Contaminant:                      COLIFORM (TCR)  
 Viol. Type:                    Monitoring, Routine Major (TCR)  
 Complperbe:                1/1/2000 0:00:00  
 Complperen:                3/31/2000 0:00:00              Enfdate:                              5/3/2000 0:00:00  
 Enf action:                    State Formal NOV Issued  
 Violmeasur:                Not Reported

Truedate:                    03/31/2009                      Pwsid:                              NC0180716  
 Pwsname:                    MARANATHA BIBLE CHURCH  
 Retpopsrvd:                50                                  Pwstypecod:                      NC  
 Void:                            200                                Contaminant:                      COLIFORM (TCR)  
 Viol. Type:                    Monitoring, Routine Major (TCR)  
 Complperbe:                1/1/2000 0:00:00  
 Complperen:                3/31/2000 0:00:00              Enfdate:                              5/3/2000 0:00:00  
 Enf action:                    State Public Notif Requested  
 Violmeasur:                Not Reported

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 300 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 4/1/2000 0:00:00  
 Complperen: 6/30/2000 0:00:00 Enfdate: 4/30/2002 0:00:00  
 Enf action: State Compliance Achieved  
 Violmeasur: Not Reported

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 300 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 4/1/2000 0:00:00  
 Complperen: 6/30/2000 0:00:00 Enfdate: 8/11/2000 0:00:00  
 Enf action: State Formal NOV Issued  
 Violmeasur: Not Reported

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 300 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 4/1/2000 0:00:00  
 Complperen: 6/30/2000 0:00:00 Enfdate: 8/11/2000 0:00:00  
 Enf action: State Public Notif Requested  
 Violmeasur: Not Reported

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 401 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 7/1/2000 0:00:00  
 Complperen: 9/30/2000 0:00:00 Enfdate: 11/8/2000 0:00:00  
 Enf action: State Formal NOV Issued  
 Violmeasur: Not Reported

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 401 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 7/1/2000 0:00:00  
 Complperen: 9/30/2000 0:00:00 Enfdate: 11/8/2000 0:00:00  
 Enf action: State Public Notif Requested  
 Violmeasur: Not Reported

Truedate: 03/31/2009 Pwsid: NC0180716  
 Pwsname: MARANATHA BIBLE CHURCH  
 Retpopsrvd: 50 Pwstypecod: NC  
 Void: 401 Contaminant: COLIFORM (TCR)  
 Viol. Type: Monitoring, Routine Major (TCR)  
 Complperbe: 7/1/2000 0:00:00  
 Complperen: 9/30/2000 0:00:00 Enfdate: 4/30/2002 0:00:00  
 Enf action: State Compliance Achieved  
 Violmeasur: Not Reported

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	4432103	Contaminant:	7500
Viol. Type:	Other Non-NPDWR Potential Health Risks		
Complperbe:	11/18/2002 0:00:00		
Complperen:	12/31/2025 0:00:00	Enfdate:	No Enf Action as of
Enf action:	7/8/2009 0:00:00		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	501	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	1/1/2001 0:00:00		
Complperen:	3/31/2001 0:00:00	Enfdate:	4/30/2002 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	501	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	1/1/2001 0:00:00		
Complperen:	3/31/2001 0:00:00	Enfdate:	5/1/2001 0:00:00
Enf action:	State Formal NOV Issued		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	501	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	1/1/2001 0:00:00		
Complperen:	3/31/2001 0:00:00	Enfdate:	5/1/2001 0:00:00
Enf action:	State Public Notif Requested		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	602	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	7/1/2001 0:00:00		
Complperen:	9/30/2001 0:00:00	Enfdate:	11/7/2001 0:00:00
Enf action:	State Formal NOV Issued		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Vooid:	602	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	7/1/2001 0:00:00		
Complperen:	9/30/2001 0:00:00	Enfdate:	11/7/2001 0:00:00
Enf action:	State Public Notif Requested		
Violmeasur:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Void:	602	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Routine Major (TCR)		
Complperbe:	7/1/2001 0:00:00		
Complperen:	9/30/2001 0:00:00	Enfdate:	4/30/2002 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Void:	703	Contaminant:	NITRATE
Viol. Type:	3		
Complperbe:	1/1/2002 0:00:00		
Complperen:	12/31/2002 0:00:00	Enfdate:	2/18/2003 0:00:00
Enf action:	State Formal NOV Issued		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Void:	703	Contaminant:	NITRATE
Viol. Type:	3		
Complperbe:	1/1/2002 0:00:00		
Complperen:	12/31/2002 0:00:00	Enfdate:	2/18/2003 0:00:00
Enf action:	State Public Notif Requested		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Void:	703	Contaminant:	NITRATE
Viol. Type:	3		
Complperbe:	1/1/2002 0:00:00		
Complperen:	12/31/2002 0:00:00	Enfdate:	2/9/2004 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		
Truedate:	03/31/2009	Pwsid:	NC0180716
Pwsname:	MARANATHA BIBLE CHURCH		
Retpopsrvd:	50	Pwstypecod:	NC
Void:	703	Contaminant:	NITRATE
Viol. Type:	3		
Complperbe:	1/1/2002 0:00:00		
Complperen:	12/31/2002 0:00:00	Enfdate:	3/13/2003 0:00:00
Enf action:	State Public Notif Received		
Violmeasur:	Not Reported		
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	5/3/2000 0:00:00	Enf. Action:	State Public Notif Requested

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**ENFORCEMENT INFORMATION:**

System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	5/3/2000 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	5/3/2000 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2000 0:00:00 - 3/31/2000 0:00:00		
Violation ID:	200		
Enforcement Date:	5/3/2000 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	8/11/2000 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	8/11/2000 0:00:00	Enf. Action:	State Formal NOV Issued

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### ENFORCEMENT INFORMATION:

System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	8/11/2000 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	4/1/2000 0:00:00 - 6/30/2000 0:00:00		
Violation ID:	300		
Enforcement Date:	8/11/2000 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	11/8/2000 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	11/8/2000 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	11/8/2000 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	11/8/2000 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2000 0:00:00 - 9/30/2000 0:00:00		
Violation ID:	401		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Other Non-NPDWR Potential Health Risks		
Contaminant:	7500		
Compliance Period:	11/18/2002 0:00:00 - 12/31/2025 0:00:00		
Violation ID:	4432103		
Enforcement Date:	No Enf Action as of	Enf. Action:	10/17/2006 0:00:00

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### ENFORCEMENT INFORMATION:

System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Other Non-NPDWR Potential Health Risks		
Contaminant:	7500		
Compliance Period:	11/18/2002 0:00:00 - 12/31/2025 0:00:00		
Violation ID:	4432103		
Enforcement Date:	4/12/2007 0:00:00	Enf. Action:	Not Reported
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	5/1/2001 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	5/1/2001 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	5/1/2001 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1/1/2001 0:00:00 - 3/31/2001 0:00:00		
Violation ID:	501		
Enforcement Date:	5/1/2001 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	11/7/2001 0:00:00	Enf. Action:	State Public Notif Requested

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### ENFORCEMENT INFORMATION:

System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	11/7/2001 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	4/30/2002 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	11/7/2001 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	7/1/2001 0:00:00 - 9/30/2001 0:00:00		
Violation ID:	602		
Enforcement Date:	11/7/2001 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/18/2003 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/18/2003 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	3/13/2003 0:00:00	Enf. Action:	State Public Notif Received
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/18/2003 0:00:00	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	3/13/2003 0:00:00	Enf. Action:	State Public Notif Received

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**ENFORCEMENT INFORMATION:**

System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/18/2003 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/9/2004 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	3		
Contaminant:	NITRATE		
Compliance Period:	1/1/2002 0:00:00 - 12/31/2002 0:00:00		
Violation ID:	703		
Enforcement Date:	2/9/2004 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1999-04-01 - 1999-06-30		
Violation ID:	9909444		
Enforcement Date:	1999-08-12	Enf. Action:	State Formal NOV Issued
System Name:	MARANATHA BIBLE CHURCH		
Violation Type:	Monitoring, Routine Major (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	1999-04-01 - 1999-06-30		
Violation ID:	9909444		
Enforcement Date:	1999-08-12	Enf. Action:	State Public Notif Requested

**CONTACT INFORMATION:**

Name:	MARANATHA BIBLE CHURCH	Population:	50
Contact:	FREITAS, BOB	Phone:	Not Reported
Address:	2320 STATESVILLE BLVD		
Address 2:	SALISBURY		
	NC, 28 704-6		

**2  
NW  
1/2 - 1 Mile  
Higher**

**NC WELLS      NC2000000005554**

Pwsidentif:	NC0180716
System nam:	MARANATHA BIBLE CHURCH
Pws type:	NC
County:	ROWAN
City:	SALISBURY
Primary so:	GW
Water type:	GW
Facility n:	WELL #1
Facility a:	S01
Latitude m:	35.69635

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Longitude : -80.523091  
 Availavili: A  
 Well depth: 125  
 Well dep 1: FT  
 Owner name: MARANATHA BIBLE CHURCH\_180716  
 Site id: NC2000000005554

**3**  
**SW**  
**1/2 - 1 Mile**  
**Higher**

**NC WELLS      NC2000000005417**

Pwsidentif: NC0180187  
 System nam: WESTWOOD MHP & S/D  
 Pws type: C  
 County: ROWAN  
 City: SALISBURY  
 Primary so: GW  
 Water type: GW  
 Facility n: WELL #1  
 Facility a: S01  
 Latitude m: 35.682964  
 Longitude : -80.527604  
 Availavili: A  
 Well depth: 465  
 Well dep 1: FT  
 Owner name: AQUA NORTH CAROLINA INC  
 Site id: NC2000000005417

**4**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000889639**

Org. Identifier:	USGS-NC		
Formal name:	USGS North Carolina Water Science Center		
Monloc Identifier:	USGS-354221080304701		
Monloc name:	RO-029		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	Not Reported	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	35.7059728
Longitude:	-80.512838	Sourcemap scale:	Not Reported
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	Not Reported
Vert measure units:	Not Reported	Vertacc measure val:	Not Reported
Vert accmeasure units:	Not Reported		
Vertcollection method:	Not Reported		
Vert coord refsys:	Not Reported	Countrycode:	US
Aquifername:	Piedmont and Blue Ridge crystalline-rock aquifers		
Formation type:	Felsic Intrusive Igneous Rock		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported  
Construction date: Not Reported  
Welldepth units: ft  
Wellholedepth units: Not Reported

Welldepth: 126  
Wellholedepth: Not Reported

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
----- 1954	18	

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

## AREA RADON INFORMATION

State Database: NC Radon

### Radon Test Results

Num Results	Avg pCi/L	Min pCi/L	Max pCi/L
1	0.60	0.6	0.6
4	3.38	2.2	4

Federal EPA Radon Zone for ROWAN County: 3

- Note: Zone 1 indoor average level > 4 pCi/L.  
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
 : Zone 3 indoor average level < 2 pCi/L.

---

### Federal Area Radon Information for ROWAN COUNTY, NC

Number of sites tested: 9

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.133 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

### Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetlands Inventory

Source: Department of Environment & Natural Resources

Telephone: 919-733-2090

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### North Carolina Public Water Supply Wells

Source: Department of Environmental Health

Telephone: 919-715-3243

## OTHER STATE DATABASE INFORMATION

#### NC Natural Areas: Significant Natural Heritage Areas

Source: Center for Geographic Information and Analysis

Telephone: 919-733-2090

A polygon coverage identifying sites (terrestrial or aquatic that have particular biodiversity significance.

A site's significance may be due to the presence of rare species, rare or high quality natural communities, or other important ecological features.

#### NC Game Lands: Wildlife Resources Commission Game Lands

Source: Center for Geographic Information and Analysis

Telephone: 919-733-2090

All publicly owned game lands managed by the North Carolina Wildlife Resources Commission and as listed in Hunting and Fishing Maps.

#### NC Natural Heritage Sites: Natural Heritage Element Occurrence Sites

Source: Center for Geographic Information and Analysis

Telephone: 919-733-2090

A point coverage identifying locations of rare and endangered species, occurrences of exemplary or unique natural ecosystems (terrestrial or aquatic), and special animal habitats (e.g., colonial waterbird nesting sites).

### RADON

#### State Database: NC Radon

Source: Department of Environment & Natural Resources

Telephone: 919-733-4984

Radon Statistical and Non Statistical Data

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

## PHYSICAL SETTING SOURCE RECORDS SEARCHED

### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

### OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

### STREET AND ADDRESS INFORMATION

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**MCDONALD'S**

JAKE ALEXANDER @ HWY 70  
SALISBURY, NC 28144

Inquiry Number:  
November 8, 2013

# EDR Site Report™

# TABLE OF CONTENTS

The EDR-Site Report™ is a comprehensive presentation of government filings on a facility identified in a search of federal, state and local environmental databases. The report is divided into three sections:

**Section 1: Facility Summary . . . . . Page 3**

Summary of facility filings including a review of the following areas: waste management, waste disposal, multi-media issues, and Superfund liability.

**Section 2: Facility Detail Reports . . . . . Page 4**

All available detailed information from databases where sites are identified.

**Section 3: Databases and Update Information. . . . . Page 6**

Name, source, update dates, contact phone number and description of each of the databases for this report.

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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# SECTION 1: FACILITY SUMMARY

FACILITY	FACILITY 1 MCDONALD'S JAKE ALEXANDER @ HWY 70 SALISBURY, NC 28144 EDR ID #S110629226
AREA	
<b>WASTE MANAGEMENT</b> Facility generates hazardous waste (RCRA)	NO
Facility treats, stores, or disposes of hazardous waste on-site (RCRA/TSD)	NO
Facility has received Notices of Violations (RCRA/VIOL)	NO
Facility has been subject to RCRA administrative actions (RAATS)	NO
Facility has been subject to corrective actions (CORRACTS)	NO
Facility handles PCBs (PADS)	NO
Facility uses radioactive materials (MLTS)	NO
Facility manages registered aboveground storage tanks (AST)	NO
Facility manages registered underground storage tanks (UST)	NO
Facility has reported leaking underground storage tank incidents (LUST)	NO
Facility has reported emergency releases to the soil (ERNS)	NO
Facility has reported hazardous material incidents to DOT (HMIRS)	NO
<b>WASTE DISPOSAL</b> Facility is a Superfund Site (NPL)	NO
Facility has a known or suspect abandoned, inactive or uncontrolled hazardous waste site (CERCLIS)	NO
Facility has a reported Superfund Lien on it (LIENS)	NO
Facility is listed as a state hazardous waste site (SHWS)	NO
Facility has disposed of solid waste on-site (SWF/LF)	NO
<b>MULTIMEDIA</b> Facility uses toxic chemicals and has notified EPA under SARA Title III, Section 313 (TRIS)	NO
Facility produces pesticides and has notified EPA under Section 7 of FIFRA (SSTS)	NO
Facility manufactures or imports toxic chemicals on the TSCA list (TSCA)	NO
Facility has inspections under FIFRA, TSCA or EPCRA (FTTS)	NO
Facility is listed in EPA's index system (FINDS)	NO
Facility is listed in other database records (OTHER)	<b>YES - p4</b>
<b>POTENTIAL SUPERFUND LIABILITY</b> Facility has a list of potentially responsible parties PRP	NO
<b>TOTAL (YES)</b>	1

## SECTION 2: FACILITY DETAIL REPORTS

### MULTIMEDIA

Facility is listed in other database records

### DATABASE: Other Database Records (OTHER)

MCDONALD'S  
JAKE ALEXANDER @ HWY 70  
SALISBURY, NC 28144  
EDR ID #S110629226

#### LAST:

Facility ID:	Not reported	
UST Number:	MO-88123	
Incident Number:	91004	
Contamination Type:		SL
Source Type:	19	
Product Type:	P	
Date Reported:	06/04/2007	
Date Occur:	06/04/2007	
Cleanup:	Not reported	
Closure Request:	Not reported	
Close Out:	08/20/2007	
Level Of Soil Cleanup Achieved:		Not reported
Tank Regulated Status:		Not reported
# Of Supply Wells:	0	
Commercial/NonCommercial UST Site:		Not reported
Risk Classification:		L
Risk Class Based On Review:		L
Corrective Action Plan Type:		Not reported
NOV Issue Date:	Not reported	
NORR Issue Date:	Not reported	
Site Priority:	Not reported	
Phase Of LSA Req:	Not reported	
Site Risk Reason:	Not reported	
Land Use:	Not reported	
MTBE:	No	
MTBE1:	Unknown	
Flag:	Yes	
Flag1:	No	
LUR Filed:	Not reported	
Release Detection:	0	
Current Status:	A	
RBCA GW:	Not reported	
PETOPT:	5	
RPL:	False	
CD Num:	362	
Reel Num:	0	
RPOW:	True	
RPOP:	False	
Error Flag:	0	
Error Code:	N	
Valid:	False	
Lat/Long:	35 41 80 30	
Lat/Long Decimal:	35.69357 80.513170	
Testlat:	Not reported	
Regional Officer Project Mgr:		DSG
Region:		MOR
Company:		Not reported
Contact Person:		HUDSON COMPANY
Telephone:		Not reported
RP Address:		PO BOX 429
RP City,St,Zip:		HENAGER, AL 35978
RP County:		Not reported
Comments:	Not reported	
5 Min Quad:	Not reported	

#### PIRF:

Facility Id:	91004
Date Occurred:	6/4/2007
Date Reported:	6/4/2007
Description Of Incident:	Not reported
Owner/Operator:	Not reported
Ownership:	4
Operation Type:	8
Type:	5
Location:	1
Site Priority:	Not reported
Priority Update:	Not reported
Wells Affected Y/N:	N
Samples Include:	Not reported

## SECTION 2: FACILITY DETAIL REPORTS

...Continued...

7#5 Minute Quad:	N
5 Minute Quad:	Not reported
Pirf/Min Soil:	Not reported
Release Code:	Not reported
Source Code:	Not reported
Err Type:	9
Cause:	Not reported
Source:	Not reported
Ust Number:	D
Last Modified:	8/20/2007
Incident Phase:	CO
NOV Issued:	Not reported
NORR Issued:	Not reported
45 Day Report:	Not reported
Public Meeting Held:	Not reported
Corrective Action Planned:	Not reported
SOC Signed:	Not reported
Reclassification Report:	Not reported
RS Designation:	Not reported
Closure Request Date:	Not reported
Close-out Report:	Not reported

## SECTION 3: DATABASES AND UPDATE DATES

To maintain currency of the following federal, state and local databases, EDR contacts the appropriate government agency on a monthly or quarterly basis as required.

**Elapsed ASTM days:** Provides confirmation that this report meets or exceeds the 90-day updating requirement of the ASTM standard.

### DATABASES FOUND IN THIS REPORT

**NC LAST: Leaking Aboveground Storage Tanks**

Source: Department of Environment & Natural Resources

Telephone: 877-623-6748

A listing of leaking aboveground storage tank site locations.

Date of Government Version: 08/05/2013

Database Release Frequency: Quarterly

Date of Last EDR Contact: 08/15/2013

Date of Next Scheduled Update: 11/25/2013

# **APPENDIX E**

**COPY**

NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENT AND NATURAL RESOURCES

DIVISION OF WASTE MANAGEMENT

November 18, 1999

  
**NCDENR**

JAMES B. HUNT JR.  
GOVERNOR

BILL HOLMAN  
SECRETARY

WILLIAM L. MEYER  
DIRECTOR

Belk, Inc.  
2801 West Tyvola Boulevard  
Charlotte, NC 28217-4500  
Attention: Ronald L Smith, AIA

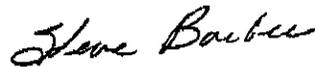
RE: Soil Sampling Results  
No Further Action Required

Belk Harry Company  
Salisbury Mall  
Salisbury, NC 28147  
Facility #0-031867  
Rowan County

Dear Mr. Smith:

The Underground Storage Tank Section of the Division of Waste Management at the Mooresville Regional Office has received the laboratory analyses from the soil samples collected during the closure of one 500 gallon (diesel) UST system at the above referenced facility. The UST closure report arrived on August 4, 1999. Based on the reported results, no further action is required at this time. Should you have any questions, please do not hesitate to call me at (704) 663-1699, ext. 235.

Sincerely,



Steve Barbee  
Hydrogeological Technician II

cc: Fay Sweat - UST Section, Raleigh



919 NORTH MAIN STREET, MOORESVILLE, NORTH CAROLINA 28115  
PHONE 704-663-1699 FAX 704-663-6040

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## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY REFERENCE:

1921-1951 JAKE ALEXANDER BLVD. W, SALISBURY, NC



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## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### **Prepared for:**

StanCorp Mortgage Investors, LLC, or its assigns  
19225 NW Tanasbourne Drive  
Hillsboro, OR 97124

### **Property Identification**

Salisbury Mall  
1921-1951 Jake Alexander Blvd. W  
Salisbury, NC 28147

### **Prepared by:**

Global Realty Services Group  
325 Center St., Laguna Beach, CA 92651  
877 GRS CRE1 | +1 213 908 2173 | [www.grs-global.com](http://www.grs-global.com)

Site Reconnaissance: May 08, 2012  
Report Date: May 15, 2012  
GRS Project #: 12-11785.1

RESTRICTED USE AND RELIANCE  
THE USE OF AND RELIANCE UPON THIS REPORT ARE  
STRICTLY LIMITED AS SET FORTH HEREIN

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## Overview

<b>Property Name</b>	Salisbury Mall
<b>Property Address</b>	1921- 1951 Jake Alexander Blvd. W, Salisbury, NC 28147
<b>Building Area</b>	308,764 NRSF + 11,000-SF ground-leased K&W Cafeteria (Rent Roll)
<b>Units</b>	N/A
<b>Property Area</b>	33.7 acres
<b>Year Built</b>	1978 - Cinema Bldg / 1985 - Mall Bldg / 1986 - Bojangles Bldg / the ground-leased K&W Bldg was built sometime between 1998-2005 according to readily available records
<b>Current Use</b>	Retail
<b>Historical Use</b>	Cleared land, agricultural land, wooded land, residential use
<b>Known Release</b>	None
<b>Suspected Release</b>	No readily available subsurface sampling results have confirmed a release.
<b>Regulatory Records</b>	Regulatory records were found for the subject Property, but no evidence of related concerns was identified.
<b>AULs</b>	No Activity and Use Limitations were identified.
<b>Engineering Controls</b>	No Engineering Controls were identified.
<b>Environmental Liens</b>	No information concerning Environmental Liens was provided by the client.

<b>Conclusions</b>	<b>Summary</b>
REC	An off-site Recognized Environmental Condition was identified as a result of our assessment.
HREC	None
Opinion	Readily available identified conditions have not confirmed any environmental impact to the Property.
Data Gaps	A data gap was identified related to subsurface sampling of the former offsite drycleaner located across Statesville Boulevard. However, to date, no confirmed release has been confirmed on the subject Property.

<b>ADDITIONAL SERVICES</b>	
<b>Issue</b>	<b>Summary</b>
Asbestos	Based on the pre-1981 date of construction of the cinema building, an Operations and Maintenance (O&M) Plan is in Appendix N for suspect asbestos containing materials.
Drinking Water	No issues noted in the latest municipal water quality report.

## Data Gaps

Data gaps occur when, despite good faith efforts, the consultant is unable to identify information required to satisfy the objectives of the assessment. Data gaps may result from incompleteness in any of the activities required by the ESA Standard, or by limiting conditions encountered during completion of the work. The ESA Standard requires that data gaps be identified in the report when they significantly impact the ability of the consultant to identify Recognized Environmental Conditions at the Property.

Subsurface sampling of the former offsite drycleaner located across Statesville Boulevard is under the oversight of the state environmental agency, and ongoing monitoring is being performed by a third-party responsible party to delineate any contamination that has migrated to surrounding properties. However, to date, no confirmed release has been confirmed on the subject Property.

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## Limiting Conditions

GRS Group encountered the following limiting conditions in completion of the work:

Site observations were limited to those areas identified in Section 5. Unidentified conditions may exist in areas not observed.

No response to our requests for regulatory information has been received from the fire department. GRS Group emailed a FOIA request to the Salisbury Fire Department, but has received no response. GRS Group was informed that related information can be provided only through the FOIA process.

An underground storage tank was previously removed from the Property. Reportedly, no release was identified as a result of investigations performed.

Underground storage tanks were previously removed from the north-adjointing gas station property. Reportedly, a release was identified on the north-adjointing gas station property as a result of investigations and cleanup performed between 1987-92.

## Findings and Opinions

No Recognized Environmental Conditions were identified onsite.

The Property is used for retail purposes. No significant amounts of hazardous materials are used onsite, and no evidence of a release was observed onsite.

According to the historical sources, the prior use of the Property was cleared land, wooded land, agricultural and residential use back to at least 1949. The on-site buildings were constructed between 1978 and 1986, except for the ground-leased K&W Bldg which was built sometime between 1998-2005 according to readily available records.

The Highlander Center Laundry at 2000 Statesville Boulevard was formerly on the parcel located approximately 185 feet to the east-northeast, across Statesville Boulevard and up-gradient from the Property. Highlander was an historical drycleaner, and existed prior to the current parcel being redeveloped as an Exxon gas station. The facility is listed on the NC Dry Cleaning Solvent Cleanup Act (DSCA) Program. According to the documentation provided by the DCSA Program, subsurface investigations have been completed at this former dry cleaner; however, based on readily available groundwater sampling performed on the subject Property as part of the ongoing DSCA investigation, no elevated levels of contaminants have been identified on the subject Property. The latest readily available groundwater results are recent (the monitoring well was installed on the subject Property in 2011) and are therefore adequate to make conclusions as part of this assessment. No further information was provided in the readily available regulatory records.

According to Mr. Dan Braham at the North Carolina Department of Environment and Natural Resources (NCDENR) in Mooresville, NC, there was a UST at Belk Harry Company at the subject Salisbury Mall. According to management, Belk store owned and operated the diesel tank for the emergency generator. The tank was formerly located below the existing diesel AST. The size of the UST was not known, however the tank was listed to be removed in 1999. No suspect release or soil contamination was identified. The tank was officially closed out on August 4, 1999. Based on the closed regulatory status, the former UST is not a REC.

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## Conclusions

### Recognized Environmental Conditions

A Recognized Environmental Condition (REC) is identified when the Assessment finds the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-05 of 1921-1951 Jake Alexander Blvd W, Salisbury, NC, the Property. Any exceptions to or deletions from this practice are described in Section 1.7 of this report.

#### ***On-Site***

No Recognized Environmental Conditions were identified as a result of on-site activities or conditions.

#### ***Off-Site***

A Recognized Environmental Condition was identified as a result of off-site activities or conditions as follows:

Highlander Center Laundry, 2000 Statesville Boulevard (not an adjoining property; former up-gradient offsite drycleaner with NCDSCA regulatory files)

### Historical Recognized Environmental Conditions

Findings which would once have been classified as Recognized Environmental Conditions, but are no longer of concern are classified as Historical Recognized Environmental Conditions. For example, a past release which has been corrected may be classified as an HREC.

No Historical Recognized Environmental Conditions were identified as a result of activities or conditions at the subject or nearby properties.

### De Minimis Environmental Conditions

De minimis environmental conditions indicate a release which generally would not represent a threat to human health and would generally not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

No de minimis environmental conditions were identified as a result of activities or conditions at the subject or nearby properties.

### Additional Services

Additional services were provided to evaluate non-ASTM considerations as identified in Section 1.3. Evidence of related conditions of concern was identified during completion of the Assessment as follows:

Suspect and presumed asbestos-containing materials were observed throughout the building, including vinyl tile flooring, ceiling tiles, drywall materials, and roofing materials. Materials were observed to be in good condition and can be managed under an Operations and Maintenance (O&M) Plan (Appendix N).

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## 1.0 Introduction

This Phase I Environmental Site Assessment was performed by Global Realty Services Group (GRS Group) for StanCorp Mortgage Investors, LLC, or its assigns, and was prepared by Sean O'Reilly, one of GRS Group's Field Professionals, and was reviewed by one of our senior reviewers, Nick Swan.

### 1.1 Purpose and Use

This assessment along with findings, conclusions and recommendations (collectively, the Assessment) are intended to support evaluation of the property by our Client prior to acceptance of the Property as collateral to support a real estate secured loan. This report may not be used by any party with an existing or contemplated ownership interest in the Property. GRS Group has performed the agreed services in order to identify Recognized Environmental Conditions (RECs); the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The supporting work was not intended to be exhaustive or to guarantee of the identification of every possible issue of potential concern, and may not be construed as a warranty or guarantee of any kind.

Unless expressly identified herein, all opinions, conclusions, and recommendations provided presume that the property occupancy and use will remain as observed at the time of our site reconnaissance and that no significant renovation, subdivision, conversion to condominiums or similar change will occur. This report will be invalidated in the event of such activities.

This report is the intellectual property of Global Realty Services Group, GRS Group, and may not be used or relied upon without GRS Group's express written authorization. Unauthorized use of this report is a violation of GRS Group's legal rights. Any unauthorized user of this report shall be subject to civil and criminal penalties and shall be responsible to indemnify, defend and hold GRS Group harmless from any and all losses, damages and claims arising, in any part, from such use. When allowable under contract, GRS Group may authorize additional parties to rely on the results of this assessment. Unless otherwise agreed in writing, such parties shall be considered as parties to the agreement under which the work was performed.

### 1.2 Scope of Assessment

This assessment was conducted in accordance with an agreement governing the nature, scope intent and purpose of the work and in general accordance with ASTM E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, the ESA Standard and any additional requirements identified in the agreement under which the work was performed.

Since GRS Group's responsibilities are limited by the agreed scope of work, an understanding of activities not included within that scope of work is important to proper use of the information contained in this Report. Some clarification of the work performed is provided below, but a more complete list of inherent limitations is provided at Appendix C.

- No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. The ESA Standard identifies a balance between competing goals to reduce uncertainties within reasonable constraints of time and cost, and this assessment is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property within reasonable limits of time and cost. The reader should be

thoroughly familiar with the ESA Standard in order to assure an appropriate understanding of limitations inherent in the agreed scope of services.

- In some cases conditions encountered during completion of the Assessment, for example limited access portions of the Property, can influence our ability to fulfill the objectives of the assessment. Where applicable, such limiting conditions are identified later in this section of the report. Also, certain work is specifically excluded by the ESA Standard. Unless expressly identified in the agreement for services, all tasks identified by the ESA Standard as "Non-Scope Considerations" are excluded from this Assessment.
- Reconnaissance conducted during this assessment was limited to accessible areas of the property and specific areas identified in this Report. Accordingly, conditions may exist which were not identified as a result of our assessment and which may impact our conclusions concerning the condition of the Property. Any conditions known or discovered which were not identified during the completion of this assessment should be reported to GRS Group upon discovery and may impact the conclusions and recommendations of this Report.
- When provided by the client, GRS Group has considered "User Provided Information" in completion of this Assessment; however GRS Group has no control over such information and cannot guarantee the User's satisfaction of requirements for All Appropriate inquiry.
- Limited information concerning regulatory compliance was utilized in preparation of this Assessment; however the work is not intended as a compliance audit and may not be relied upon or utilized as evidence of regulatory compliance.
- The certification of AAI included at Section 8 is intended to reflect all tasks required of the Environmental Professional in accordance with 40 CFR 312, EPA's rule on All Appropriate Inquiry.

### 1.3 Additional Services

The presence of 'environmental' conditions such as asbestos containing materials, lead-based paint, lead in drinking water, wetlands, endangered species, elevated radon concentrations, vapor encroachment conditions, etc. can result in liabilities for property owners and disrupt planned operations or cash flow and is generally beyond the scope of a Phase I assessment as defined by the ESA standard. The following additional services have been performed at the request of our Client. Any services not identified below are expressly excluded from this assessment. All work described is in the context of and subject to the principles underlying the ESA Standard.

#### ***Asbestos Containing Building Materials***

During completion of the site reconnaissance, GRS Group looked for and observed the condition of building materials commonly found to contain asbestos. No sampling was conducted. This assessment is intended as a limited screen to facilitate a real estate transaction and may not be used to satisfy regulatory requirements concerning the management or demolition of asbestos-containing materials.

#### ***Drinking Water***

GRS Group contacted the drinking water supplier to obtain information concerning compliance with applicable Federal regulations. No related sampling activities were conducted.

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## 1.4 Reliance

RESTRICTED USE AND RELIANCE - THIS REPORT WAS PREPARED BY GLOBAL REALTY SERVICES GROUP FOR THE SOLE USE AND BENEFIT OF OUR CLIENT. AT THE REQUEST OF OUR CLIENT, GLOBAL REALTY SERVICES GROUP HAS AGREED TO ADDRESS THE REPORT TO **STANCORP MORTGAGE INVESTORS, LLC, OR ITS ASSIGNS**, WHO SHALL BE ENTITLED TO RELY ON THIS REPORT AS IF THEY WERE PARTY TO THE AGREEMENT UNDER WHICH THE WORK WAS PERFORMED. THIS REPORT MAY NOT BE USED OR RELIED UPON BY ANY THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF GLOBAL REALTY SERVICES GROUP.

## 1.5 Methodology

### Recognized Environmental Conditions

Criteria for the identification of Recognized Environmental Conditions vary substantially across the industry. Some Environmental Professionals identify Recognized Environmental Conditions whenever there is a possibility of impact to a property, while others identify Recognized Environmental Conditions only when presented with direct evidence that a release has occurred. The ESA Standard defines a REC in terms of the "presence or likely presence" of hazardous materials under conditions that indicate an existing, past, or threatened release. By this definition the mere possibility of a release fails to fulfill the definition of a REC. GRS Group considers both the known and likely presence of hazardous materials and conditions indicative of a release in identifying Recognized Environmental Conditions. The possible presence of hazardous materials, or mere possibility of a release does not typically represent a Recognized Environmental Condition.

### Historical Recognized Environmental Conditions

The ESA Standard allows for reclassification of Recognized Environmental Conditions as Historical Recognized Environmental Conditions once a release has been remediated. By example, the ESA Standard cites a situation in which a release was identified, cleanup has occurred and regulatory approval of cleanup operations has been granted. Where residual impacts do not impact current operations, this condition may be reclassified as a Historical Recognized Environmental Condition, though the ESA Standard is careful to leave the final determination of HREC status to the discretion of the environmental professional. Note that Recognized Environmental Conditions identified previously which have been investigated with no evidence of a release found would no longer be classified as Recognized Environmental Conditions or Historical Recognized Environmental Conditions, since it has been demonstrated that no release has occurred.

### Vapor Intrusion

The potential for vapor intrusion is considered in the evaluation of on-site releases as well as migration of subsurface vapors as a result of releases to soil or groundwater which have occurred off-site. Vapor impacts are evaluated in the same manner as other RECs. For example, a vapor intrusion condition may be identified as a REC if hazardous materials are present or likely to be present at the subject property under conditions indicative of a release, and the condition would generally present a threat to human health or the environment or would generally be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. The mere possibility of a release at a nearby property does not satisfy the definition of a REC.

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## 1.6 Terminology

Hazardous Material - The ESA Standard defines the terms *hazardous substance* and petroleum products, however the terms are often used in conjunction, resulting in an awkward phrase where a simpler term would be desirable. The term hazardous material is used in this report to include both hazardous substances and petroleum products as those terms are defined by the ESA Standard.

Material Threat of a Release - There is sometimes confusion regarding the meaning of the phrase "material threat of release." A *material threat* is defined within the context of the ESA Standard as "a physically observable or obvious threat which is reasonably likely to lead to a release..." The material threat of a release is used in consideration of the likelihood of a future release and has no application in consideration of an historical release.

## 1.7 Deviations

The ESA Standard characterizes issues which are beyond the scope of assessment as Non-Scope Considerations. Any inclusion of these issues or considerations in this assessment is described earlier in this Section: Scope of Assessment. Inclusion of this work is limited to the scope identified in the agreement under which the work was performed, is subject to underlying principles and limitations of the ESA Standard, and shall not be construed as evidence of a responsibility to evaluate other such issues or considerations.

The ESA Standard allows written interview of property owners and occupants, but is structured in a way which promotes oral interview of State and/or Local Government Officials. Nonetheless, many state and governmental officials will provide information only upon receipt of written requests submitted under the Freedom of Information Act. Information requested or received as a result of such requests may be employed in this assessment in lieu of oral interview of state and local government officials.

## 1.8 Special Terms and Conditions

This Assessment has been performed in accordance with an agreement governing the nature, scope, extent and purpose of the work. Any conflicting provisions of that agreement supersede the provisions of other requirements referenced herein.

## 2.0 Property Description

<b>Property Name</b>	Salisbury Mall
<b>Property Address</b>	1921- 1951 Jake Alexander Blvd. W, Salisbury, NC 28147
<b>Building Area</b>	308,764 NRSF + 11,000-SF ground-leased K&W Cafeteria (Rent Roll)
<b>Property Area</b>	33.7 acres
<b>Year Built</b>	1978 - Cinema Bldg / 1985 - Mall Bldg / 1986 - Bojangles Bldg / the ground-leased K&W Bldg was built sometime between 1998-2005 according to readily available records
<b>Current Use</b>	Retail
<b>Number of Buildings</b>	Three + one ground-leased building
<b>Access</b>	Direct vehicular access to the Property from major streets is at three drives along Statesville Boulevard to the north, and two drives along Salisbury Boulevard to the east.

## 2.1 Legal Description

The legal descriptions were provided for our consideration. Property boundaries were identified by the key site contact at the time of our site reconnaissance.

## 2.2 Reconciliation of Property Data

Improvements observed at the property are consistent with information provided at the time of our engagement. No significant deviations were identified, except that the Cinema Building was constructed in 1978, according to County Assessor records, instead of 1985 which was reported by property management.

## 2.3 Site and Vicinity General Characteristics

The property is located in a residential and commercial area. The terrain consists of rolling hills.

## 2.4 Current Use

No environmentally sensitive activities are conducted at the property. The property is used for retail purposes. A number of retail businesses occupy the Property and are provided on the Salisbury Mall layout map and Rent Roll in Appendix D.

## 2.5 Description of Improvements

DESCRIPTION OF IMPROVEMENTS	
<b>Building</b>	Mall building, cinema building, K&W Cafeteria, and Bojangles
<b>Construction</b>	The buildings are constructed of CMU load-bearing walls and interior steel framing.
<b>Exterior Finishes</b>	Brick veneer, EIFS, CMU
<b>Interior Finishes</b>	Painted and/or wallpapered drywall
<b>Parking</b>	Surface parking is provided on-site
<b>Amenities</b>	None
<b>Heating Fuel</b>	Natural gas
<b>Source of Drinking Water</b>	City of Salisbury
<b>Waste Water Disposal</b>	City of Salisbury
<b>Solid Waste Disposal</b>	Tenant responsibility

## 2.6 Potentially Sensitive Improvements

**Above Ground Storage Tank** - One approximately 150 to 200-gallon diesel AST is located next to the emergency generator owned by Belk, situated in a gravel area at the rear of the Belk store. No concern identified.

**Wells** - One groundwater monitoring well is located approximately 100 feet to the northwest of the cinema building on the Property. No concern identified.

**Floor drains** - Many floor drains were located inside the restrooms of the building. It was reported these drains discharge to the municipal system. No concern identified.

## 2.7 Adjoining Properties

The following activities were observed at adjoining properties.

Direction	Activities	Comments
North	Bank, cleared lots, vacant retail building, Statesville Blvd. followed by Suntrust Bank, retail center, and BP gas station	No concern identified.
South	Multi-family residential property; single-family residential properties	No concern identified.
East	Office buildings, residence, McDonald's, Advance Auto Parts, Jake Alexander Blvd. W followed by Red Cross, office buildings	No concern identified.
West	Multi-family residential property, Consignment store, retail building, and Pet Wash	No concern identified.

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### 3.0 Client Provided Information

In order to qualify for defenses to CERCLA liability, a defendant must demonstrate the completion of "all appropriate inquiry." As defined by EPA, all appropriate inquiry includes an assessment performed by an environmental professional, in addition to the identification and consideration of certain information not within the scope of a Phase I assessment. The ESA Standard requires the client to provide this information to the environmental professional. When not provided, the missing information must be considered as a possible Data Gap. Information required to be provided by the client includes:

- Research into the existence of environmental cleanup liens and Activity and Use Limitations
- Any specialized knowledge or experience of the "user"
- Commonly known or reasonably ascertainable information about the property
- Relationship of the purchase price to fair market value, and
- The degree of obviousness of the presence or likely presence of contamination.

No related information was provided by the Client. As a lender, the client would not be expected to possess significant information concerning the property. As a result, GRS Group does not view the lack of client-provided information as a significant data gap.

### 3.1 Owner, Property Manager, and Occupant Information

The following additional information, discussed in relevant sections of the report, was provided by the Property Manager:

- Completed questionnaire.

## 4.0 Records Review

### 4.1 Regulatory Records

Regulatory records provide an important source of information concerning the current and historical use of hazardous materials at the subject and nearby properties. In order to satisfy ESA Standard requirements for the review of regulatory information, GRS Group obtained aggregated data from a commercial service specializing in the organization and reporting of regulatory information. The database name, agency that supplying the data, and date of last update are included in the report included in Appendix I, along with other relevant information.

#### Map Findings Summary

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1	0	0	0	0	NR	0
DELISTED NPL		1	0	0	0	0	NR	0
CERCLIS		0.5	0	0	0	NR	NR	0
CERCLIS- NFRAP		0.5	0	1	0	NR	NR	1
CORRACTS		1	0	0	0	0	NR	0
RCRA- TSDF		0.5	0	0	0	NR	NR	0
RCRA- LQG		0.25	0	0	NR	NR	NR	0
RCRA- SQG		0.25	1	0	NR	NR	NR	1
RCRA- CESQG		0.25	0	1	NR	NR	NR	1
US ENG CONTROLS		0.5	0	0	0	NR	NR	0
US INST CONTROL		0.5	0	0	0	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
US BROWNFIELDS		0.5	0	0	0	NR	NR	0
RCRA- NonGen		0.25	0	1	NR	NR	NR	1
SHWS		1	0	2	1	2	NR	5
SWF/LF		0.5	0	0	1	NR	NR	1
LUST		0.5	1	4	5	NR	NR	10
LUST TRUST		0.5	0	1	3	NR	NR	4
UST		0.25	3	3	NR	NR	NR	6
LAST		0.5	0	0	2	NR	NR	2
AST		0.25	0	0	NR	NR	NR	0
INST CONTROL		0.5	0	0	0	NR	NR	0
VCP		0.5	0	0	1	NR	NR	1
DRYCLEANERS		0.25	1	0	NR	NR	NR	1
BROWNFIELDS		0.5	0	0	0	NR	NR	0
IMD		0.5	1	4	6	NR	NR	11
INDIAN LUST		0.5	0	0	0	NR	NR	0
INDIAN UST		0.25	0	0	NR	NR	NR	0
INDIAN VCP		0.5	0	0	0	NR	NR	0
INDIAN ODI		0.5	0	0	0	NR	NR	0
INDIAN RESERV		1	0	0	0	0	NR	0

The column for Target Property is blank if no records were found.

#### 4.1.1 Subject Property

GRS Group would have expected to find regulatory listings for the Property as a result of the reported diesel UST formerly located on the Property. However no records were identified as a result of our review. Information regarding the former UST on the Property is discussed in Section 4.3.10.

#### 4.1.2 Off-Site Properties

A release resulting from activities at nearby properties can sometimes impact surrounding properties. Regulatory records concerning nearby properties are reviewed in order to identify a release of hazardous materials which would be expected to impact conditions at the subject Property. The evaluation of nearby properties is a two-fold process, evaluating both identified releases of hazardous materials, and the potential for such releases to impact the subject Property.

#### Properties of Potential Concern

The following property is considered to be an off-site REC:

- Highlander Center Laundry at 2000 Statesville Boulevard was formerly on the parcel located approximately 185 feet to the east-northeast, across Statesville Boulevard and up-gradient from the Property. Highlander was an historical drycleaner with DRYCLEANERS and RCRA-SQG regulatory records, and existed prior to the current parcel being redeveloped as an Exxon gas station. The facility is listed on the NC Dry Cleaning Solvent Cleanup Act (DSCA) Program. According to the documentation provided by the DCSA Program, subsurface investigations have been completed at this former dry cleaner; however, based on readily available groundwater sampling performed on the subject Property as part of the ongoing DSCA investigation, no elevated levels of contaminants have been identified on the subject Property. The latest readily available groundwater results are recent (the monitoring well was installed on the subject Property in 2011) and are therefore adequate to make conclusions as part of this assessment. No further information was provided in the readily available regulatory records. Based on the known offsite release, this former dry cleaner is an off-site REC.

The following adjoining property is of potential concern, but is not considered a REC based on readily available information at this time:

- Country Cupboard at 2010 Statesville Blvd (current address) is north-adjointing across the 90-foot-wide Statesville Blvd right-of-way, and up-gradient. It is listed as a UST site, with no regulatory release record for this current gas station. The gas station had older gasoline and gasoline mix tanks removed and permanently closed in 1992. This site is currently a BP gas station with regulated active gasoline, gasoline mix, kerosene, and kerosene mix USTs that are also listed under the name Country Cupboard at the same address.

Based on historical aerials discussed in Section 4.3.2, major road reconstruction occurred to the northeast of this property between 1983-93 including the construction of an extension off of Woodleaf Road so that it would connect with Salisbury Blvd approximately 1/10 mile to the north of the intersection of Statesville Blvd and Salisbury Blvd (instead of connecting directly at the intersection of Statesville Blvd and Salisbury Blvd). Therefore, this current BP gas station appears to have had an historical Woodleaf Road address, prior to the road reconstruction. Separate regulatory records identified with Woodleaf Road addresses are plotted at this current BP gas station property including Reds Place, and "Country Cupboard (Former)."

Reds Place, a former UST site with an address simply listed as "Woodleaf Road," had various gasoline, gasoline mix, kerosene, and kerosene mix USTs removed and permanently closed in 1980. Reds Place appears to have been the historical name of the gas station prior to becoming Country Cupboard/BP.

IMD and LUST regulatory records were identified for "Country Cupboard (Former)", which is listed with an address of 2001 Woodleaf Road (the historical address of this gas station, prior to the road reconstruction). IMD is the state environmental regulatory agency's (NCDENR) Incident Management Database that was last published/updated in 2006. A 1992 IMD record indicates groundwater contamination (1,2 Dichloroethane and tetrachloroethylene) was detected (no soil contamination was detected), while constructing a domestic well for a nearby residential property. Based on other regulatory records and the VOC contaminants identified, which are typical drycleaner solvent contaminants, it appears that this contamination is related to the ongoing investigation of Highlander Center Laundry, discussed above. The LUST listing for "Country Cupboard (Former)" indicates groundwater and soil contamination was reported in 1987, cleanup occurred in 1992, and a request for closure was denied in 1993. The closure request may have been denied at the time based on the ongoing investigation of Highlander Center Laundry, discussed above.

### Properties of No Further Concern

No regional contamination has been identified within the target search area.

Other than Country Cupboard, the north-adjointing property at 2010 Statesville Blvd that is discussed above, no regulatory records were identified for adjoining properties.

Regulatory records were identified for the following properties, but are considered to be unlikely to impact the subject Property because of their down-gradient or cross-gradient location. As a result, no related impact is expected and these properties are not considered to represent Recognized Environmental Conditions.

- Woodleaf Road Solvent Site, 2021 Woodleaf Road - SHWS, IMD - approx. 245 feet to the north and down-gradient (note that the groundwater investigation discussed above for Highlander Center Laundry indicates that the source of contamination at this Woodleaf Road Solvent Site is likely the Highlander Center Laundry site, and the investigation report indicates that the groundwater at this Woodleaf Road Solvent Site flows to the northwest and away from the subject Property)
- Army Reserve XVIII (aka, U.S. Army Reserve Training Center), 1825 Woodleaf Road (aka, 1825 Jake Alexander Boulevard West) - CERC-NFRAP, RCRA-NonGen, SHWS, IMD, LUST - 1/8 - 1/4 mile south-southeast and down-gradient (note that this site is plotted incorrectly and is not located to the north-northeast of the subject Property)
- Burnham Residence, 130 W Colonial Dr - IMD, LUST, LUST TRUST - 1/8 - 1/4 mile down-gradient
- Milford Hills PCE Site, Spring Drive and W Colonial Dr - IMD, LUST - 1/8 - 1/4 mile down-gradient
- Chevron, 1825 Jake Alexander Blvd West - SHWS, IMD, VCP - 1/4 - 1/2 mile down-gradient
- Weaver Residence, 1714 Bellevue Road - IMD, LUST, LUST TRUST - 1/4 - 1/2 mile down-gradient (this site is down-gradient since it is topographically separated from the subject Property due to an intervening hill or ridge between this site and the subject Property - this site has a local groundwater flow to the northeast and away from the subject Property)
- Bivins Property, 2222 Statesville Rd - IMD, LUST, LUST TRUST - 1/4 - 1/2 mile down-gradient (this site is topographically separated from the Property due to an intervening drain or creek located in between this site and the subject Property).
- Southern Site Services, 1815 Jake Alexander Boulevard West - SWF/LF - 1/4 - 1/2 mile down-gradient

- Roy Residence, 1616 Wiltshire Rd - IMD, LUST - 1/4 - 1/2 mile down-gradient
- Former Exxon Terminal, 1715 Jake Alexander Boulevard West - IMD, LAST - 1/4 - 1/2 mile down-gradient
- Food Lion Dist. Ctr. #1 (aka, Food Lion #2), 2110 Executive Dr - LUST (2), LUST TRUST - 1/4 - 1/2 mile down-gradient
- Southern States Cooperative, Inc., 1710 Jake Alexander Boulevard West - IMD, LAST - 1/4 - 1/2 mile down-gradient
- Crossroads Grocery, 3165 Woodleaf Rd - SHWS - 1/2 - 1 mile down-gradient (this site is topographically separated from the Property due to an intervening drain or creek located in between this site and the subject Property)
- Statesville Blvd Contamination, 2620 Statesville Blvd - SHWS - 1/2 - 1 mile down-gradient (this site is topographically separated from the Property due to an intervening drain or creek located in between this site and the subject Property)

Hazardous materials are known to be used by the following parties, however no related release has been identified. As a result, no related impact is expected and these properties are not considered to represent Recognized Environmental Conditions.

- Rushco 11 Amoco, 2004 Statesville Blvd. - UST - approx. 185 feet up-gradient.
- Ed Klutz, 13 Holly Ave - UST - 1/8 - 1/4 mile west-northwest and down-gradient (this site is topographically separated from the Property due to an intervening drain or creek located in between this site and the subject Property).
- Perma-flex (Southern) Inc, 1415 Salisbury Blvd S (aka, 1415 Jake Alexander Boulevard West) - RCRA-CESQG, UST - this site is actually located 1/2 - 1 mile down-gradient to the south-southeast of the Property, therefore, it is beyond the standard search radii for RCRA-CESQG, and UST records.
- Concrete Supply Co., 1833 Jake Alexander Boulevard West - UST - 1/8 - 1/4 mile down-gradient

A release is known to have occurred at the following properties, however regulatory "closure" has been granted. Closure is normally granted only after off-site impacts have been investigated and controlled or corrected. As a result, no related impact is expected and these properties are not considered to represent Recognized Environmental Conditions.

- Milford Hills United Methodist, 1630 Statesville Blvd - LUST - 1/8 - 1/4 mile up-gradient

### Unmapped Records

Reports of regulatory records for the subject and surrounding Properties are compiled from data files published by public agencies. Data contained in those records is not always adequate to allow available mapping programs to correctly identify the property.

Review of the names and address information for unmapped properties revealed no evidence of records likely to be associated with the subject Property.

### 4.1.3 Additional Environmental Record Sources

The following additional environmental record sources were reviewed:

Source	Comments
Fire Department	An email request for information was sent to the Salisbury Fire Department. No response has been received from the fire department.
Oil and Gas	No oil and/or gas exploration was noted in the area of the Property.
Exploration Maps	No exploration maps were available for the area of the Property.
Bureau of Mines	No mines are expected to be located in the area of the Property.

## 4.2 Physical Setting

### 4.2.1 Topography

Topography		
Description	Findings	Source
Configuration	Rolling hills	Site Observations
Elevation	738- 766 feet	Topographic Maps, and GoogleEarth
Surface Water	An unnamed drain or creek is located approximately 500 feet to the west of the Property	Topographic Maps, and GoogleEarth

### 4.2.2 Geology

Geology		
Description	Findings	Source
Formation	Charlotte Belt	Geology Map of NC dated 1985
Permeability	Urban land - Not reported	EDR with GeoCheck

### 4.2.3 Hydrology

Hydrology		
Description	Findings	Source
Primary Aquifer	Unconfined shallow groundwater	Report provided by NCDSCA
Estimated first depth to groundwater	67 ft.	Report provided by NCDSCA
Gradient	To the southwest	Inferred from elevation, site observations and topographic maps, and report provided by NCDSCA

## 4.3 Historical Use

### 4.3.1 Summary

According to the historical sources, the prior use of the Property was cleared land, wooded land, agricultural and residential use back to at least 1949. The on-site buildings were constructed between 1978 and 1986, except for the (ground-leased) K&W Cafeteria Building that was built sometime between 1998-2005, according to readily available records.

According to Mr. Dan Braham at the North Carolina Department of Environment and Natural Resources (NCDENR) in Mooresville, NC, there was a UST listed under #MO-0208 under Belk Harry Company at Salisbury Mall. According to management, Belk store owned and operated the diesel tank for the emergency generator. The tank was formerly located below the existing diesel AST. The size of the UST was not known, however the tank was listed to be removed in 1999. No suspect release or soil contamination was identified. The tank was officially closed out on August 4, 1999. Based on this information, the former UST is not considered to be a REC to the Property.

**Historical Heating Fuel** - No evidence of the historical use or storage of heating fuel oil was identified in association with the Property.

**Fill Materials** - No evidence of the historical placement of fill materials was identified during our review of historical information. Though the placement of fill materials cannot be ruled out, no significant depressions, pits or other features suggestive of the likely placement of fill were identified in review of historical topographic maps and aerial photos.

**Historical Agricultural Use** - Agricultural activities can result in environmental impacts as a result of the application of pesticides and herbicides and sometimes involve on-site store of significant quantities of hazardous materials, as well as maintenance, repair and operation of farm equipment. No direct evidence of these activities was identified at the property, however it would be unusual if pesticides and herbicides have not been applied at the Property. Such applications are permissible under applicable regulations, but can result in a build-up of contaminants over time. Redevelopment of the Property likely resulted in redistribution of remaining near-surface soils, minimizing the potential for hot spots of contamination to remain. In the absence of evidence of a significant release of agricultural chemicals, there is no regulatory requirement for sampling at the Property. As a result, no significant impact to the Property is expected.

Standard Historical Source	Reviewed?	Concerns?	Description of Concerns
Aerial Photographs	Yes	No	
Fire Insurance Maps	Yes	No	
Property Tax Files	Yes	No	
Recorded Land Title Records	No	No	
USGS Topographic Map	Yes	No	
Local Street Directories	Yes	No	
Building Department Records	Yes	No	
Zoning/Land Use Records	Yes	No	
Other Historical Sources	Yes	No	
Prior Assessments	No	No	

#### 4.3.2 Aerial Photographs

The following aerial photographs were reviewed:

Source	Year	Scale
EDR	1949	1000
EDR	1960	500
EDR	1965	500
EDR	1977	1000
EDR	1983	1000
EDR	1993	500
EDR	1995	750
EDR	2005	500
EDR	2006	500
EDR	2008	500

#### Subject Property

The Property was undeveloped agricultural land, wooded land, cleared land and occupied by several residential structures in between the 1949 to 1977 aerial photographs. The cinema building appears in the 1983 aerial photograph. The remaining improvements appeared in the 1993 through 2008 aerial photographs. The K&W Building was not built yet in 1995, but it was built by 2005.

#### Nearby Properties

The surrounding properties were a mixed use of wooded land, agricultural land, cleared land, and residential use between the 1949 and 2008 aerial photographs. Commercial development appears to the north and east. No improvements or conditions of concern were identified as a result of this review of aerial photographs.

#### 4.3.3 Fire Insurance Maps

GRS Group contacted the current owner of the Sanborn Fire Insurance Map collection to identify records for the Property and surrounding area. No fire insurance maps were reported to be available for the Property.

#### 4.3.4 Property Tax Files

Property tax files were reviewed on the county GIS website.

#### 4.3.5 Recorded Land Title Records

Research and review of recorded land title records was beyond the scope of our assessment.

#### 4.3.6 USGS Topographic Maps

The following topographic maps were reviewed:

Quad	Year	Scale
ROWAN MILLS	1969	1:24000
ROWAN MILLS	1987	1:24000

**Subject Property** - The Property appears as cleared and wooded land in 1969. One commercial building appears on the 1987 topographic map.

**Nearby Properties** - The surrounding properties were a mixed use of wooded land, agricultural land, cleared land, and residential use between the 1969 and 1987 topographic maps. Commercial development appears to the north and east. No improvements or conditions of concern were identified as a result of this review of topographic maps.

#### 4.3.7 Local Street Directories

The following street directories were reviewed in completion of this Assessment:

- City Directory Abstract from EDR

**Subject Property** - Numerous retail businesses occupied the Property in between 1993 and 2012. Note that the K&W Cafeteria building was not listed yet by 1998. No environmentally sensitive tenants were identified.

**Nearby Properties** - Numerous retail and office businesses occupied the adjoining properties in between 1993 and 2012. Multi-family residential listings were located to the south of the Property. The only environmentally sensitive listings were for the two nearby gas stations located to the north along Statesville Blvd, which are discussed in Section 4.1.2.

#### 4.3.8 Building Department Records

GRS Group visited the local building department to review records for the subject Property. According to the Salisbury Code Enforcement, no records are on file for the Property. Records only go back five years.

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#### 4.3.9 Zoning/Land Use Records

According to the Salisbury zoning map on-line, the Property is zoned HB-Highway Business. No historical zoning was available.

#### 4.3.10 Other Historical Sources

A Google search of .gov sites for the subject address revealed no matching entries. A search of additional domains revealed no evidence of a known release at the property within the first twenty search results. However, the following state regulatory record was identified:

According to Mr. Dan Braham at the North Carolina Department of Environment and Natural Resources (NCDENR) in Mooresville, NC, there was a UST listed under #MO-0208 under Belk Harry Company at Salisbury Mall. According to management, Belk store owned and operated the diesel tank for the emergency generator. The tank was formerly located below the existing diesel AST. The size of the UST was not known, however the tank was listed to be removed in 1999. No suspect release or soil contamination was identified. The tank was officially closed out on August 4, 1999. Based on this information, the former UST is not considered to be a REC to the Property.

#### 4.3.11 Prior Assessments

No prior reports were reviewed for the Property during our assessment.

#### 4.3.12 Data Failure

Data failure was encountered during completion of our assessment.

- The earliest research date was 1949, after the 1940 research date identified in the ESA Standard. Because no environmentally sensitive operations were identified at the subject or nearby properties at the earliest research date, this data failure is not expected to significantly impact our ability to identify Recognized Environmental Conditions in connection with the property. As a result, this data failure does not constitute a significant Data Gap.
- The property was not undeveloped at the earliest research date. Because no environmentally sensitive operations were identified at the subject or nearby properties at the earliest research date, this data failure is not expected to significantly impact our ability to identify Recognized Environmental Conditions in connection with the property. As a result, this data failure does not constitute a significant Data Gap.
- Research intervals of more than five years were encountered during our review of historical sources; however, activities at the property were found to be consistent at the beginning and end of these extended research intervals. In accordance with ASTM criteria, such intervals do not constitute data failure.

## 5.0 Site Reconnaissance

No conditions or improvements of environmental concern were observed during our reconnaissance of the property. The site reconnaissance was performed by Sean O'Reilly on May 8, 2012. We were accompanied by the Key Site Manager, Mr. Steven Keels. Weather at that time was cloudy and provided no obstacle to completion of the reconnaissance.

GRS Group's site reconnaissance of exterior areas included observation of the Property from nearby streets, and along the perimeter of the property and periphery of each building. Open areas of the Property were traversed at intervals of approximately 50-100 feet. Interior observations included all common, maintenance and storage areas and the following units: Urban Trends, Shoe Dept, Belk, Big Lots, Dollar Tree, JC Penney, Baylees Steakhouse, and all nine vacant spaces.

### 5.1 Common Concerns

Concern	Present?	Comments
Above Ground Storage Tanks	Minor	One 150 to 200-gallon diesel AST is situated next to the emergency generator at Belk.
Discharge Features	No	
Equipment Likely to Contain PCBs	Minor	Pad-mounted transformers located at rear of the mall building.
Hydraulic Equipment	Minor	One hydraulic elevator is present at Belks and two hydraulic trash compactors are present at the rear of the mall building. No evidence of a release was observed or reported. No regulatory records were identified.
Hazardous Material Use	No	
Other Suspect Containers	No	
Petroleum Products	Minor	One 150 to 200-gallon diesel AST is situated next to the emergency generator at Belk.
Pits, Ponds, and Lagoons	No	
Processes of Concern	No	
Solid Waste Dumping/Landfills	No	
Stained Soil/Stressed Vegetation	No	
Staining/Corrosion	No	
Stockpiled Soils	No	
Subsidence	No	
Surface Repairs (e.g. UST removal)	No	
Underground Storage Tanks	No	
Wells	Minor	A groundwater monitoring well is located in the cinema building parking area

**Above Ground Storage Tanks/Petroleum Products** - One 150 to 200-gallon diesel AST is situated next to the emergency generator at Belk. The tank appears to be constructed of steel. It was unknown if the tank was double-walled. No secondary containment is provided at the tank. No evidence of a release was observed or reported. No regulatory records were reported.

**PCB-Containing Equipment** - GRS Group identified several pad mounted transformers at the property. The transformers are spread throughout the property at the rear of the mall building. The transformers are labeled as the property of the local electric utility, Duke Energy. Based on the date of construction, the transformers may contain PCB contaminated dielectric fluid. Additionally, the transformers were observed in good condition with no sign of leaking or release.

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**Wells** - One groundwater monitoring well is located to the northeast of the cinema building, and was installed as part of the ongoing investigation of the off-site drycleaner property called Highlander Center Laundry, which is discussed in Section 4.1.2.

## 5.2 Additional Concerns

No additional concerns were identified during site reconnaissance.

## 5.3 Adjoining Properties

The following activities and improvements were observed at adjoining properties.

North - Bank, cleared lots, vacant retail building, Statesville Blvd. followed by Suntrust Bank, retail center, and BP gas station

South - Multi-family residential property; single-family residential properties

East - Office buildings, residence, McDonald's, Advance Auto Parts, Jake Alexander Blvd. W followed by Red Cross, office buildings

West - Multi-family residential property, Consignment store, retail building, and Pet Wash

The nearby gas stations to the north are discussed in the appropriate section 4.1 of this report. No activities or improvements were observed which would be expected to have resulted in impact to environmental conditions at the subject Property.

## 6.0 Interviews

Position	Name	Company	Title	Contact Information	Interview Date
Key Site Manager	Mr. Steven Keels	Salisbury Mall	General Manager	336- 640- 2833	May 8, 2012
Local Government Official	Mr. Jeff Benfield	Salisbury Code Enforcement	Employee	336- 638- 5262	May 8, 2012
Local Government Official	General Email	Salisbury Fire Department	On- line	336- 638- 5351	May 8, 2012
Local Government Official	Mr. Dan Braham	NCDENR	UST Division employee	704- 663- 1699	May 8, 2012
Local Government Official	Mr. Jay King	NCDENR	DSCA Program	919- 707- 8367	May 8, 2012

### Key Site Manager

Mr. Steven Keels, the key site manager has been associated with the property since 1989. He had no knowledge of past contamination or cleanup activities, and was unaware of any release or areas of concern associated with the property. He provided limited information concerning a former diesel UST at the Property, which was removed in 1999.

### Current Occupants

GRS Group interviewed selective tenants at the Property. See Section 5.0. These tenants reported no knowledge of the use, storage, disposal or release of hazardous materials at the Property.

### Past Owners and Occupants

Interview of past owners and occupants is typically performed when adequate information concerning past activities at the Property is not available from other sources. No interview of past owners or occupants was necessary in completion of this assessment.

### Neighboring Property Owners and Occupants

Interview of neighboring property owners was not necessary in our assessment of historical activities at the Property.

### Local Government Officials

Building Department - GRS Group interviewed Mr. Jeff Benfield with the Salisbury Code Enforcement. He stated no files are on record for the Property. Records only go back five years.

Fire Department - GRS Group attempted to contact the Salisbury Fire Department via email. No response has been received.

State Department - GRS Group contacted Mr. Dan Braham with the NCDENR UST division in Mooresville, NC. He provided database information on the former UST located on the Property, which is discussed in Section 4.3.10.

NCDENR DSCA Program- GRS Group contacted Mr. Jay King with the DSCA Program. He provided documents and information pertaining to the former nearby dry cleaner, Highlander Center Laundry, which is discussed in Section 4.1.2.

## 7.0 Additional Services

Assessment of the following Non-ASTM considerations was performed:

### Asbestos Containing Building Materials

Asbestos-containing building materials may be present at the Property. Asbestos has historically been present in a wide variety of building materials, though the use of asbestos containing materials has significantly decreased since 1981. The Property was constructed after the use of most friable ACMs had been discontinued, except for the Cinema Building. During completion of our site reconnaissance, GRS Group identified materials which may contain asbestos, including vinyl floor tile, drywall, joint compound, ceiling tiles, as well as roofing felt and coatings. These materials were not sampled since they were found to be in good condition at the time of our Assessment. No friable or damaged suspect ACM was observed at the Property.

The following suspect asbestos containing materials were identified at the Property.

Suspect Material	Location	ACM?	Friable?	Quantity	Units	Condition	Action
Vinyl floor tile	Throughout buildings	Unk	No	Not provided	-	Good	O&M Plan
Drywall materials	Throughout buildings	Unk	No	Not provided	-	Good	O&M Plan
Ceiling tiles	Throughout buildings	Unk	No	Not provided	-	Good	O&M Plan
Roofing materials	Throughout buildings	Unk	No	Not provided	-	Good	O&M Plan

An Operations and Maintenance plan (O&M Plan) should be implemented to assure the appropriate long-term handling of building materials suspected of containing asbestos. See Appendix N for an O&M Plan to implement at the Property.

### Drinking Water

Drinking water is supplied by the City of Salisbury and is reported to be in compliance with applicable regulations.

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## 8.0 Certification

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in section 312.10 of 40 CFR 312, and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject Property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312 except as follows:

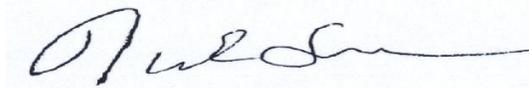
- The results of additional inquiries required under section 312.22 of 40 CFR 312 were not provided to the environmental professional. All appropriate inquiry does not require submission of this information to the environmental professional, but without this information we are unable to make a declaration regarding related conformance with the requirements of 40 CFR 312.

In order to qualify for innocent landowner, contiguous property owner, or bona fide prospective purchaser protections under CERCLA, any user of this assessment should assure conformance with these requirements.



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Sean M. O'Reilly  
Field Professional



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Nick Swan  
Associate Director

## **A: Site Location and Site Plan**



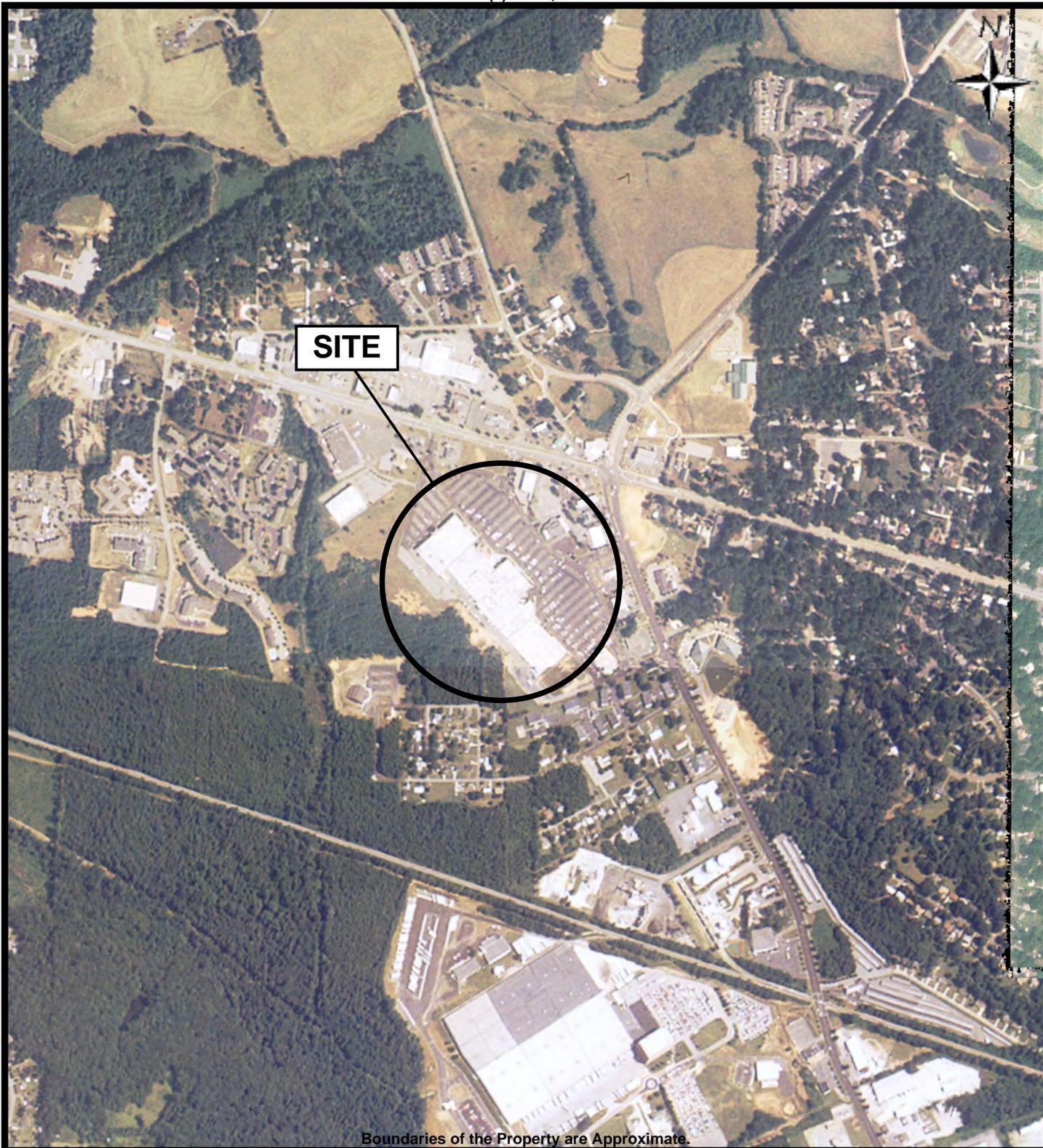
Groundwater flow  
on site

NORTH

**GRS**  
G R O U P

**SITE PLAN**  
Salisbury Mall  
1921-1951 Jake Alexander Blvd.  
Salisbury, North Carolina 28147

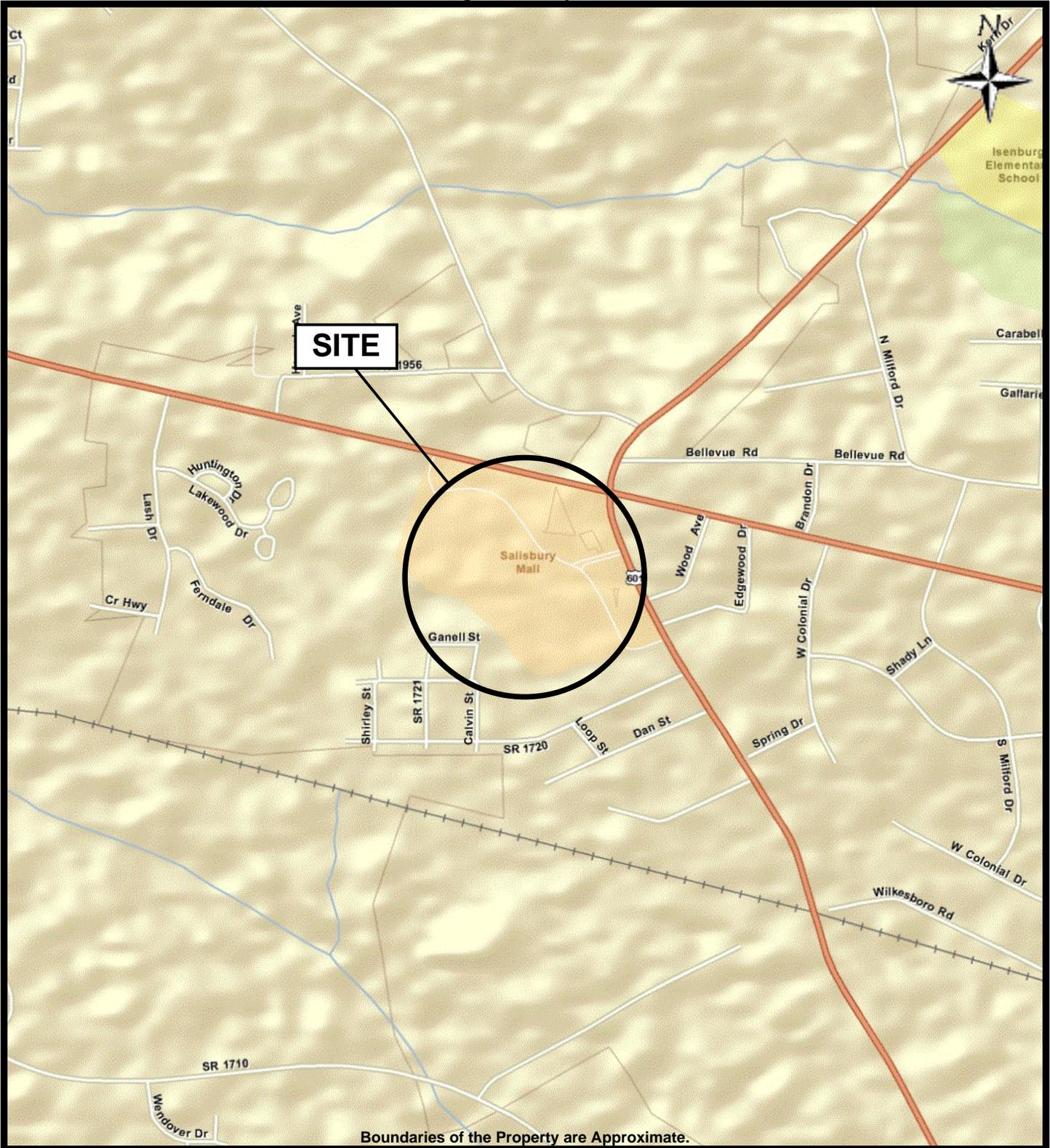
PROJ. #: 11-11785.1  
DRAWN BY: Sean O'Reilly  
DATE: 5-9-12



**SITE LOCATION MAP**  
Salisbury, NC

GRS Reference #: 12-11785.1 Salisbury Mall

**GRS**  
G R O U P



**SITE LOCATION MAP**  
**Salisbury, NC**

GRS Reference #: 12-11785.1 Salisbury Mall

**GRS**  
G R O U P



## **B: Photographs**



Property sign



Northeast elevation of mall building



Southwest elevation of mall building



Bojangles building



K&W Cafeteria building



Cinema building



Transformer (typical)



Compactor at rear of mall building



Monitoring well near cinema building



Elevator equipment room at Belk



Grease trap at Baylees restaurant



Common area interiors



Common area interiors



Tenant interiors



Vacant tenant space



Restroom in common area



Adjoining property to the north



Adjoining property to the south



Adjoining property to the west



Adjoining property to the west

## **C: Scope of Work**

## Exclusions from and Limitations of the ESA Standard

### General

The following information concerning exclusions from the ESA standard is provided for clarification and is not intended to reduce or limit similar clarifications contained within the ESA Standard. Certain inherent limitations in the ESA Standard are discussed here; however the reader should review the full standard in order to assure an appropriate understanding of work.

### Principles of the ESA Standard

**Considerations Beyond Scope**—The use of this practice is strictly limited to the scope set forth in this section. Section 13 of this practice identifies, for informational purposes, certain environmental conditions (not an all-inclusive list) that may exist on a property that are beyond the scope of this practice but may warrant consideration by parties to a commercial real estate transaction. The need to include an investigation of any such conditions in the environmental professional's scope of services should be evaluated based upon, among other factors, the nature of the property and the reasons for performing the assessment (for example, a more comprehensive evaluation of business environmental risk) and should be agreed upon between the user and environmental professional as additional services beyond the scope of this practice prior to initiation of the environmental site assessment process

**CERCLA Requirements Other Than Appropriate Inquiry**—This practice does not address whether requirements in addition to all appropriate inquiry have been met in order to qualify for the LLPs (for example, the duties specified in 42 U.S.C. §9607(b)(3)(a) and (b) and cited in Appendix X1, including the continuing obligation not to impede the integrity and effectiveness of activity and use limitations (AULs), or the duty to take reasonable steps to prevent releases, or the duty to comply with legally required release reporting obligations).

**Other Federal, State, and Local Environmental Laws**—This practice does not address requirements of any state or local laws or of any federal laws other than the all appropriate inquiry provisions of the LLPs. Users are cautioned that federal, state, and local laws may impose environmental assessment obligations that are beyond the scope of this practice. Users should also be aware that there are likely to be other legal obligations with regard to hazardous substances or petroleum products discovered on the property that are not addressed in this practice and that may pose risks of civil and/or criminal sanctions for non-compliance.

**Practically Reviewable**—information that is practically reviewable means that the information is provided by the source in a manner and in a form that, upon examination, yields information relevant to the property without the need for extraordinary analysis of irrelevant data. The form of the information shall be such that the user can review the records for a limited geographic area. Records that cannot be feasibly retrieved by reference to the location of the property or a geographic area in which the property is located are not generally practically reviewable. Most databases of public records are practically reviewable if they can be obtained from the source agency by the county, city, zip code, or other geographic area of the facilities listed in the record system. Records that are sorted, filed, organized, or maintained by the source agency only chronologically are not generally practically reviewable. Listings in publicly available records which do not have adequate address information to be located geographically are not generally considered practically reviewable. For large databases with numerous records (such as RCRA hazardous waste generators and registered underground storage tanks), the records are not practically reviewable unless they can be obtained from the source agency in the smaller geographic area of zip codes. Even when information is provided by zip code for some large

databases, it is common for an unmanageable number of sites to be identified within a given zip code. In these cases, it is not necessary to review the impact of all of the sites that are likely to be listed in any given zip code because that information would not be practically reviewable. In other words, when so much data is generated that it cannot be feasibly reviewed for its impact on the property, it is not practically reviewable.

**Reasonably Ascertainable**—information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable.

## Non-Scope Considerations

(Excerpted from the ESA Standard)

The following are identified as “Non-Scope Considerations under the ESA Standard. Unless the expressly identified in the agreed proposal for services, all tasks identified below are excluded from this Assessment.

### 13.1 General:

13.1.1 Additional Issues—There may be environmental issues or conditions at a property that parties may wish to assess in connection with commercial real estate that are outside the scope of this practice (the non-scope considerations). As noted by the legal analysis in Appendix X1 of this practice, some substances may be present on a property in quantities and under conditions that may lead to contamination of the property or of nearby properties but are not included in CERCLA’s definition of hazardous substances (42 U.S.C. §9601(14)) or do not otherwise present potential CERCLA liability. In any case, they are beyond the scope of this practice.

13.1.2 Outside Standard Practices—Whether or not a user elects to inquire into non-scope considerations in connection with this practice or any other environmental site assessment, no assessment of such non-scope considerations is required for appropriate inquiry as defined by this practice.

13.1.3 Other Standards—There may be standards or protocols for assessment of potential hazards and conditions associated with non-scope conditions developed by governmental entities, professional organizations, or other private entities.

13.1.4 Compliance With AULs—Parties who wish to qualify for one of the LLPs will need to know whether they are in compliance with AULs, including land use restrictions that were relied upon in connection with a response action. A determination of compliance with AULs is beyond the scope of this practice.

13.1.5 List of Additional Issues—Following are several non-scope considerations that persons may want to assess in connection with commercial real estate. No implication is intended as to the relative importance of inquiry into such non-scope considerations, and this list of non-scope considerations is not intended to be all-inclusive:

13.1.5.1 Asbestos-Containing Building Materials,      13.1.5.8 Industrial hygiene,

13.1.5.2 Radon,  
13.1.5.3 Lead-Based Paint,  
13.1.5.4 Lead in Drinking Water,  
13.1.5.5 Wetlands,  
13.1.5.6 Regulatory compliance,  
13.1.5.7 Cultural and historic resources,

13.1.5.9 Health and safety,  
13.1.5.10 Ecological resources,  
13.1.5.11 Endangered species,  
13.1.5.12 Indoor air quality,  
13.1.5.13 Biological agents, and  
13.1.5.14 Mold.

## Activity Exclusions

- Accessing manholes or utility pit
- Entering of plenum, crawl, or confined space areas (however, the field observer should observe conditions to the extent easily visible from the point of access to the crawl or confined space areas, provided such points of access are readily accessible), determination of previous substructure flooding or water penetration unless easily visible or if such information is provided
- Walking on pitched roofs, or any roof areas that appear to be unsafe, or roofs with no built-in access, or determining any roofing design criteria
- Testing and design of equipment
- Collection of samples except as identified in the agreement under which the work is performed.
- Removing, relocating, or repositioning of materials, ceiling, wall, or equipment panels, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment; or disturbing personal items or property, that obstructs access or visibility,
- Preparing engineering calculations to determine any the adequacy or compliance of systems and components,
- Reporting on subterranean conditions
- Entering or accessing any area of the premises deemed to potentially pose a threat of dangerous or adverse conditions with respect to the field observer's health or safety, or to perform any procedure, that may damage or impair the physical integrity of the property, any system, or component.
- Compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, fire and building codes, life safety codes, environmental regulations, health codes, zoning ordinances, compliance with trade design standards, or standards developed by the insurance industry.
- Compliance of any material, equipment, or system with any certification or actuation rate program, vendor's or manufacturer's warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval, such as FM, State Board of Fire Under- writers, etc.

## **D: Property Data**







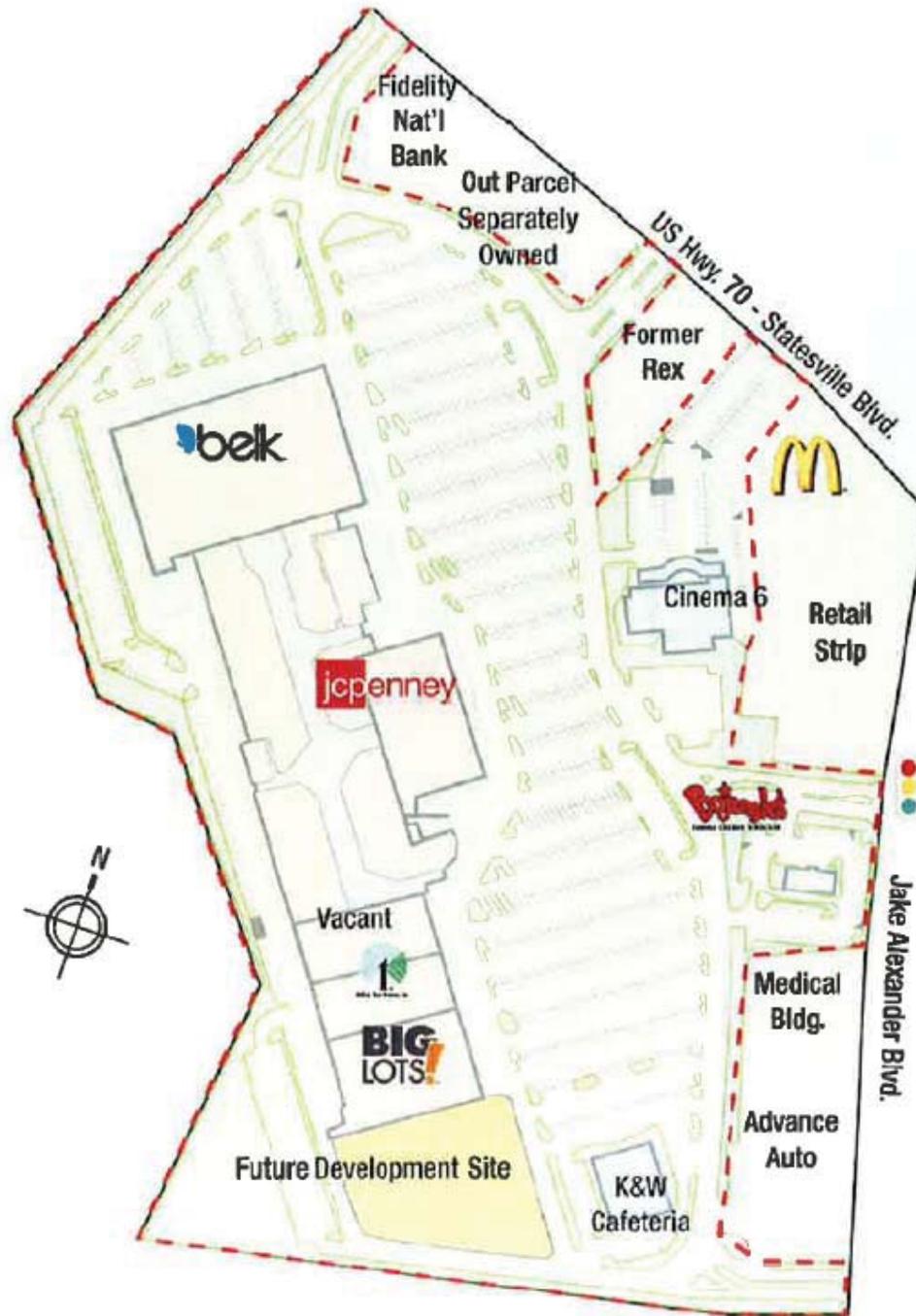
As of Date: 04-01-2012

**Property: SB North Salisbury Realty**

Unit	Class	Status	Date Available	Rentable Sq Ft	Pct of Property	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Annual Rent Per Sq Ft	Lease ID	Actual(A)/ Intended(I) Move-In Date	Intended (Original) Lease End	Renewal Lease Option	
														Call-up Date	Expiration Date
Z5	Retail	OCCUPIED	N/A	26,124.00	8.17 %		9,143.40	2,485.27	109,720.80	4.20	BigLots-SB(0)	02-29-2012 A	01-31-2013	08-31-2012	9-01-2012
* PRIMARY TENANT ID: BigLots-SB Big Lots															

**Property SB Summary Totals:**

Total Occupied Sq Ft (Rentable):	239,613.00
Total Vacant Sq Ft (Rentable):	<u>80,151.00</u>
Total Sq Ft (Rentable):	319,764.00
Total Previous Rent For Vacant Units:	2,000.00
Total Monthly Rent For Occupied Units:	115,001.54
Total Other Monthly Charges For Occupied Units:	13,349.20
Total Annual Rent For All Units:	1,404,018.48
Total Annual Rent Per Sq Ft For All Units:	4.39
Total # of Units:	54
Percentage Occupied:	74.93 %









# Rowan County Government

TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b> SALISBURY MALL ASSOCIATES LLC % SAMCO PROPERTIES	<b>Owner's Mailing Address</b> 455 FAIRWAY DR STE 301 DEERFIELD BEACH, FL 33441-1815	<b>Property Location Address</b> 1935 W JAKE ALEXANDER BLVD
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<b>Administrative Data</b> Parcel ID No. 331 078 OLD Tax ID PIN 331 078 Owner ID 6236277 Tax District 101 - SALISBURY-IN Land Use Code Land Use Desc Neighborhood 01431	<b>Administrative Data</b> Legal Desc 25.56AC Deed Year Bk/Pg 2003 - 965 / 268 Plat Bk/Pg / <b>Sales Information</b> Grantor SALISBURY MALL LTD % BARNETT PROPERTIES Sold Date 2003-02-14 Sold Amount \$ 12,575,000	<b>Valuation Information</b> Market Value \$ 13,251,217 Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ 13,251,217 If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.
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<b>Improvement Detail</b> (1st Major Improvement on Subject Parcel)	
Year Built	1985
Built Use/Style	SHOPPING MALLS
Current Use	C-10 / QUALITY C-10
Grade	C-10 / QUALITY C-10
* Percent Complete	100
Heated Area (S/F)	141,593
Fireplace (Y/N)	N
Basement (Y/N)	N
** Bedroom(s)	0
** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)
*** Multiple Improvements	006
<p>* Note - As of January 1            * Note - Bathroom(s), Bedroom(s), shown for description only            ** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>	

## Building Sketch



# Rowan County Government

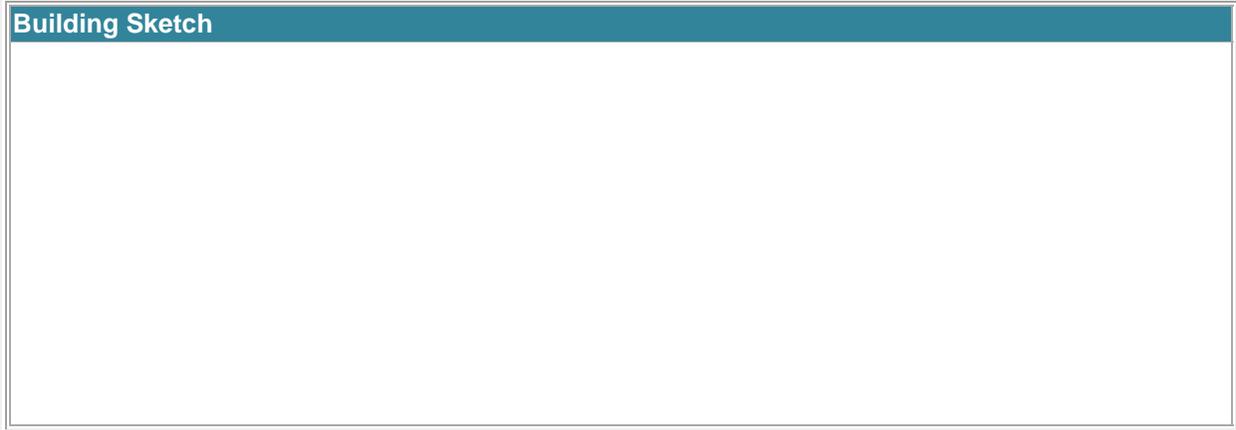
TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b> SALISBURY MALL ASSOCIATES LLC % SAMCO PROPERTIES	<b>Owner's Mailing Address</b> 455 FAIRWAY DR STE 301 DEERFIELD BEACH, FL 33441-1815	<b>Property Location Address</b> 1939 N JAKE ALEXANDER BLVD
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<b>Administrative Data</b> Parcel ID No. 331 176 OLD Tax ID PIN 331 176 Owner ID 6236277 Tax District 101 - SALISBURY-IN Land Use Code 4 Land Use Desc NEW CONST - OUTBUILDINGS Neighborhood 01431	<b>Administrative Data</b> Legal Desc 1.04AC Deed Year Bk/Pg 2007 - 1097 / 914 Plat Bk/Pg / <b>Sales Information</b> Grantor SALISBURY MALL LTD % BARNETT PROPERTIES Sold Date 2003-02-14 Sold Amount \$ 325,000	<b>Valuation Information</b> Market Value \$ 886,747 Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ 886,747 If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.
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<b>Improvement Detail</b> (1st Major Improvement on Subject Parcel)	
Year Built	1986
Built Use/Style	FAST FOOD RESTAURANT
Current Use	A+10 / QUALITY A+10
Grade	A+10 / QUALITY A+10
* Percent Complete	100
Heated Area (S/F)	2,467
Fireplace (Y/N)	N

Basement (Y/N)	N
** Bedroom(s)	0
** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)
*** Multiple Improvements	001
<p>* Note - As of January 1  ** Note - Bathroom(s), Bedroom(s), shown for description only  *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>	



**Rowan County Government**  
TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b>	<b>Owner's Mailing Address</b>	<b>Property Location Address</b>
SALISBURY MALL ASSOCIATES LLC % SAMCO PROPERTIES	455 FAIRWAY DR STE 301 DEERFIELD BEACH, FL 33441-1815	1951 STATESVILLE BLVD

<b>Administrative Data</b>	<b>Administrative Data</b>	<b>Valuation Information</b>
Parcel ID No. 331 143 OLD Tax ID PIN 331 143 Owner ID 6236277 Tax District 101 - SALISBURY-IN Land Use Code Land Use Desc Neighborhood 01431	Legal Desc 2.17AC Deed Year Bk/Pg 2007 - 1097 / 914 Plat Bk/Pg / <b>Sales Information</b> Grantor HOTEL GROUP OF SALISBURY INC Sold Date 2004-03-03 Sold Amount \$ 250,000	Market Value \$ 706,848 <small>Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal</small> <b>Assessed Value \$ 706,848</b> <small>If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.</small>

<b>Improvement Detail</b>	
<b>(1st Major Improvement on Subject Parcel)</b>	
Year Built	1978
Built Use/Style	THEATER
Current Use	C+- / QUALITY C+-
Grade	C+- / QUALITY C+-
* Percent Complete	100
Heated Area (S/F)	16,635
Fireplace (Y/N)	N
Basement (Y/N)	N
** Bedroom(s)	0
** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)
*** Multiple Improvements	001
<p>* Note - As of January 1  ** Note - Bathroom(s), Bedroom(s), shown for description only  *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>	





# Rowan County Government

TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b>	<b>Owner's Mailing Address</b>	<b>Property Location Address</b>
SALISBURY MALL ASSOCIATES LLC % SAMCO PROPERTIES	455 FAIRWAY DR STE 301 DEERFIELD BEACH, FL 33441-1815	W JAKE ALEXANDER BLVD

<b>Administrative Data</b>	<b>Administrative Data</b>	<b>Valuation Information</b>
Parcel ID No. <b>331 2240001</b>	Legal Desc <b>4.93AC TOTAL</b>	Market Value \$ <b>439,825</b>
OLD Tax ID	Deed Year Bk/Pg <b>2007 - 1097 / 914</b>	Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal
PIN <b>331 224</b>	Plat Bk/Pg <b>/</b>	
Owner ID <b>6236277</b>	<b>Sales Information</b>	<b>Assessed Value \$ 439,825</b>
Tax District <b>101 - SALISBURY-IN</b>	Grantor	If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.
Land Use Code	Sold Date <b>0--0</b>	
Land Use Desc	Sold Amount \$ <b>0</b>	
Neighborhood <b>01431</b>		

<b>Improvement Detail</b>	
(1st Major Improvement on Subject Parcel)	
Year Built	<b>0</b>
Built Use/Style	
Current Use	/
Grade	/
* Percent Complete	<b>0</b>
Heated Area (S/F)	<b>0</b>
Fireplace (Y/N)	<b>N</b>
Basement (Y/N)	<b>N</b>
** Bedroom(s)	<b>0</b>
** Bathroom(s)	<b>0 Full Bath(s) 0 Half Bath(s)</b>
*** Multiple Improvements	<b>000</b>
<p>* Note - As of January 1            * Note - Bathroom(s), Bedroom(s), shown for description only            * * Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>	

## Building Sketch



ISENHOCS

ROWAN COUNTY, NC  
\*\* RECEIPT OF PAYMENT \*\*

3/08/2012

Property DP DEPRECIABLES  
SECT C SCH D10 CLASS EQ ASM# 00  
6252620 CD10 EQ 000

Assessed Value \$51,486  
Exemption NONE

TAX ROWAN COUNTY 320.50  
TAX SALISBURY-IN 315.87  
CHG INTEREST 10.50  
CHG LATE LIST 63.64  
CHG INTEREST 14.00

THIS Transaction # 987760  
PAYMENT Date 3/07/2012 Time 16:27:39  
Amount 724.51  
Cash .00  
Check 724.51  
26985

HOMESLEY & WINGO LAW

\*\*\*\*\* PAID IN FULL \*\*\*\*\*

TOTAL TAXES/CHARGES 724.51 TOTAL STILL DUE .00  
COLLECTED TO DATE 724.51

CINEMA DEVELOPMENT CORP  
SALISBURY MALL \$2.00 CINEMA  
% KAY OR DANIEL KLEEBOG  
3907 BRADDOCK RD  
HIGH POINT, NC 27265-9655

As of 3/07/2012  
District 101  
Account 6252620  
Receipt 2011 100 4472308 3840417  
REAL AND PERSONAL

ISENHOCS

ROWAN COUNTY, NC  
\*\* RECEIPT OF PAYMENT \*\*

3/08/2012

Property DP DEPRECIABLES  
SECT C SCH D10 CLASS LI ASM# 00  
6252620 CD10 LI 000

Assessed Value \$4,715  
Exemption NONE

TAX ROWAN COUNTY 29.35  
TAX SALISBURY-IN 28.93  
CHG INTEREST .96  
CHG LATE LIST 5.83  
CHG INTEREST 1.28

THIS Transaction # 987761  
PAYMENT Date 3/07/2012 Time 16:27:40  
Amount 66.35  
Cash .00  
Check 66.35  
26985

HOMESLEY & WINGO LAW

\*\*\*\*\* PAID IN FULL \*\*\*\*\*

TOTAL TAXES/CHARGES 66.35  
COLLECTED TO DATE 66.35

TOTAL STILL DUE .00

CINEMA DEVELOPMENT CORP  
SALISBURY MALL \$2.00 CINEMA  
% KAY OR DANIEL KLEEBERG  
3907 BRADDOCK RD  
HIGH POINT, NC 27265-9655

As of 3/07/2012  
District 101  
Account 6252620  
Receipt 2011 100 4472309 3840417  
REAL AND PERSONAL

ISENHOC

ROWAN COUNTY, NC  
\*\* RECEIPT OF PAYMENT \*\*

3/08/2012

Property ND NON-DEPRECIABLES  
CLASS SP ASM# 000  
6252620 SP 000

Assessed Value \$1,200  
Exemption NONE

TAX ROWAN COUNTY 7.47  
TAX SALISBURY-IN 7.36  
CHG INTEREST .24  
CHG LATE LIST 1.48  
CHG INTEREST .33

THIS Transaction # 987762  
PAYMENT Date 3/07/2012 Time 16:27:40  
Amount 16.88

Cash .00  
Check 16.88  
26985

HOMESLEY & WINGO LAW

\*\*\*\*\* PAID IN FULL \*\*\*\*\*

TOTAL TAXES/CHARGES 16.88  
COLLECTED TO DATE 16.88

TOTAL STILL DUE .00

CINEMA DEVELOPMENT CORP  
SALISBURY MALL \$2.00 CINEMA  
% KAY OR DANIEL KLEEBOG  
3907 BRADDOCK RD  
HIGH POINT, NC 27265-9655

As of 3/07/2012  
District 101  
Account 6252620  
Receipt 2011 100 4472310 3840417  
REAL AND PERSONAL

ALTA. COMMITMENT – 2006  
**CHICAGO TITLE INSURANCE COMPANY**

200 South Tryon Street, Suite 800 • Charlotte, NC 28202  
Phone (704) 375-0700 • Fax (704) 332-7509

C15  
NBU #: 121201197  
Loan #: B2022201

**SCHEDULE A**

CSU 121201197  
Loan No. B2022201  
Salisbury Mall - 1921, 1935 and 1939  
Jake Alexander Blvd and Statesville Blvd,  
Salisbury, NC (Rowan)

Order Number:  
12-0007341

1. Effective Date: March 7, 2012 at 4:31 P.M.

2. Policy or Policies to be issued:

Loan Policy: **ALTA Loan Policy (06-17-06)**  
Policy Amount: \$1,925,000.00  
Proposed Insured: STANCORP MORTGAGE INVESTORS, LLC and/or its successors and  
assigns, as their interests may appear

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple and Easement

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

NORTH SALISBURY REALTY LLC, A NORTH CAROLINA LIMITED LIABILITY

5. The land referred to in this Commitment is described as follows:

Lying and being situate in Rowan County, North Carolina, and more particularly  
described as follows:

PARCEL 1: TAX ID: 331 078

BEGINNING at a new iron pin in the south margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which iron pin is located at the northerly most corner of that property conveyed to Salisbury Mall, Ltd., by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry; and running thence from the point of beginning with the south margin of the eighty (80) foot right-of-way of U. S. Highway 70, S 73- 02-45 E 80.00 feet to an iron; thence S 16-54-11 W 126.94 feet to an iron; thence S 11-28-00 E 118.01 feet to an iron; thence N 82-31-28 E 165.86 feet to an iron; thence S 87-08-55 E 99.84 feet to an iron; thence S 73-00-06 E 150.00 feet to an iron; thence N 76-02-04 E 29.15 feet to an iron; thence N 16-59-54 E 123.00 feet to an iron in the south margin of the eighty (80) foot right-of-way of U. S. Highway 70; thence with that margin, S 73-00-06 E 75.15 feet to an iron; thence S 16-54-15 W 210.00 feet to an iron; thence S 28-29-06 E 210.74 feet to an iron; thence N 16- 52-15 E 16.31 feet to an iron; thence S 29-04-26 E 264.50 feet to an existing iron; thence N 60- 15-34 E 200.85 feet to an iron; thence S 17-04-44 E 100.44 feet to an iron; thence N 67-53-18 E 64.00 feet to an iron; thence S 16-54-42 E 72.50 feet to an iron; thence N 72-46-18 E 200.00 feet to an iron in the west margin of the right-of-way of Jake Alexander Boulevard (formerly known as "601 By-Pass/Woodleaf Road" or "Salisbury Boulevard West"); thence with that margin, S 16-54-42 E 85.00 feet to an iron; thence S 72-46-18 W 231.73 feet to an iron; thence S 41-04-11 W 27.11 feet to an iron; thence S 32-00-42 E 98.00 feet to a x-mark chiseled in concrete; thence S 22-13-42 E 121.54 feet to an iron; thence N 61-10-18 E 18.32 feet to an iron; thence S 16-54-42 E 50.00 feet to an iron; thence S 21-24-42 E 68.17 feet to a point; thence S 49-39-51 W 352.49 feet to a point; thence S 36-39-00 W 33.09 feet to a point; thence N 74-44-56 W 23.67 feet to a point; thence S 49-35-50 W 302.71 feet to a point thence

**ALTA COMMITMENT – 2006**  
**CHICAGO TITLE INSURANCE COMPANY**

Number: 12-0007341

S 40-24-46 E 194.15 feet to a point in a common boundary line with the property of Clancy Hills Partnership, Ltd.; thence with that boundary S 73-11-00 W 332.59 feet to an existing iron pin in the east boundary of Block A of Milford Terrace (revised) as shown in Book of Maps 1 at Page 844 in the Rowan County public Registry; thence with that boundary, N 01-11-31 E 450.64 feet to an iron at the easterly most corner of Lot 24 in that Block A, and also a common corner with the property of 601-70 Development Corporation; thence with boundaries of the property of 601-70 Development Corporation four (4) courses and distances as follows: (1) N 43-18-24 W 426.50 feet to an existing iron; (2) N 89-59-35 W 128.73 feet to an existing iron; (3) N 40-27-31 W 457.27 feet to an existing iron; and (4) N 16-56-53 E 854.56 feet to the point of beginning being shown as Phase I, containing 25.559 acres, according to a survey entitled "Salisbury Mall Limited Partnership", dated March 13, 1987, last revised July 25, 1997, prepared by Shulenburg Surveying Co., and containing three sheets.

PARCEL 2:TAX ID: 331 143

BEGINNING at an existing iron located in the Southern margin of the right of way of Statesville Boulevard (U.S. Highway 70), said Beginning point being located in the northeast corner of the property of Kelly & Cohen Appliances, Inc., said property being further described in Book 735 at Page 666; and runs thence with the Southern margin of the right of way of Statesville Boulevard South 73-35-46 East 127.87 feet to a new iron; thence South 16-40-53 West 149.80 feet to an existing iron; thence South 28-43-45 East 272.77 feet to a new iron; thence South 3-57-38 West 37.68 feet to an existing p.k. nail; thence South 59-40-43 West 200.85 feet to an existing iron, said iron being the common corner with property of Salisbury Mail Associates, LLC; thence North 29-38-17 West 264.49 feet to an existing iron; thence North 16-19-4 East 341.66 feet to the point of the BEGINNING and being 2.167 acres, as shown upon survey and map by Richard L. Shulenburg, dated August 14, 2003.

PARCEL 3:TAX ID: 331 176

BEGINNING at a point in the western margin of the one hundred (100) foot right-of-way of Jake Alexander Boulevard West (formerly known as "601 Bypass/Woodeaf Road" or "Salisbury Boulevard West") at the northeasternmost corner for Out Parcel 4 of Salisbury Mall, which point is located in the common line of Out Parcel 4 and the driveway entrance leading to Phase I of Salisbury Mall, and which point is also located three (3) courses and distances as follows along the western margin of the one hundred (100) foot right-of-way of Jake Alexander Boulevard West from the projected point of intersection of the extension of that margin with the extension of the southern margin of the eighty (80) foot right-of-way of U. S. Highway 70 (also known as Statesville Boulevard): (1) S 16-40-33 E 455.67 feet to a point; (2) S 72-46-18 W 5.00 feet to a point; and (3) S 16-40-35 E 85.00 feet to the point of beginning, and running thence S 72-46-18 W 210.00 feet to a new iron pin; thence S 41-04-11 West 27.11 feet to a new iron pin; thence S 32-00-42 E 98.00 feet to an x-mark chiseled in concrete; thence S 22-13-42 E 121.54 feet to a new iron pin; thence N 61-10-18 E 18.32 feet to a new iron pin; thence N 61-10-18 E 187.40 feet to a new iron pin in the western margin of the one hundred (100) foot right-of-way, of Jake Alexander Boulevard West; thence long the western margin of Jake Alexander Boulevard West the following three (3) courses and distances: (1) in a northerly direction with the arc of a circular curve to the right having a radius of 5789.70 feet, an arc distance of 101.39 feet (chord bearing N 17-39-00 W 101.38 feet) to a point; (2) North 16-07-04 W 21.32 feet to a point; and (3) N 20-27-45 W 66.12 feet to the point of beginning; being shown as Out Parcel 4, containing 1.038 acres, according to a survey entitled "Salisbury Mall Limited Partnership", dated March 13, 1987, last revised July 25, 1997, prepared by Shulenburg Surveying Co., and containing three sheets.

**ALTA COMMITMENT – 2006**  
**CHICAGO TITLE INSURANCE COMPANY**

Number: 12-0007341

PARCEL 4:TAX ID: 331 2240001

BEGINNING at a new iron pin in the western margin of the one hundred (100) foot right-of-way of Jake Alexander Boulevard West (formerly known as "601 Bypass/Woodleaf Road" or "Salisbury Boulevard West"), which new iron pin is located in a common boundary with the property of Glen Heilig, as described in that deed recorded in Book 454 at Page 27 in the Rowan County Registry, and which new iron pin is also located nine (9) courses and distances as follows along the western margin of the one hundred (100) foot right-of-way of Jake Alexander Boulevard West from the projected point of intersection of the extension of that margin with the extension of the southern margin of the eighty (80) foot right-of-way of U. S. Highway 70 (also known as Statesville Boulevard): (1) S 16-40-33 E 455.67 feet to a new iron pin; (2) S 72-46-18 W 5.0 feet to a point; (3) S 16-40-35 E 85.00 feet to a point; (4) S 20-27-45 E 66.12 feet to a point; (5) S 16-07-04 E 21.32 feet to a point; (6) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 101.39 feet (chord bearing and distance S 17-39-00 E 101.38 feet) to a new iron pin; (7) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 296.40 feet (chord bearing and distance S 19-05-56 E 296.37 feet) to a new iron pin; (8) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 203.30 feet (chord bearing and distance S 21-29-31 E 203.29) feet to a new iron pin; and (9) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.48 feet (chord bearing and distance S 22-53-59 E 80.48 feet) to the point of beginning (which point of beginning is also located S 19-47-16 E 1316.20 feet from N.C. Geodetic Survey horizontal control station "McDonald's", evidenced by a brass disk set in 1982), and running thence from the point of beginning with the boundary of the Heilig property S 65-13-00 W 180.47 feet to an existing iron pin in a common corner with the property of Clancy Hills Partnership, Ltd.; thence with the boundary of the property of Clancy Hills Partnership, Ltd. S 73-11-00 W 605.49, feet to a point in a corner of Phase I of the Salisbury Mall Shopping Center; thence with the boundary of Phase I five (5) courses and distances as follows; (1) N 40-24-46 W 194.15 feet to a point; (2) N 49-35-50 E 302.71 feet to a point; (3) S 74-44-56 E 23.67 feet to a point; (4) N 36-39-00 E 33.09 feet to a point; and (5) N 49-39-51 E 352.49 feet to a new iron pin; thence S 21-24-42 E 177.33 feet to an existing iron pin; thence S 61-05-18 W 19.25 feet to a new iron pin; thence S 21-24-42 E 149.30 feet to a new iron pin; thence S 81-25-26 E 72.04 feet to a new iron pin; thence N 65-13-00 E 135.00 feet to a new iron pin in the western margin of the one hundred (100) foot right-of-way of Jake Alexander Boulevard West; thence with that margin, in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.48 feet (chord bearing and distance S 22-53-59 E 80.48 feet) to the point of beginning; being, shown as Phase II, containing 4.930 acres, according to a survey entitled "Salisbury Mall Limited Partnership", dated March 13, 1987, last revised July 25, 1997, prepared by Shulenburg Surveying Co., and containing three sheets.

TOGETHER WITH: Those easements and rights set forth in the Declaration of Rights, Restrictions and Easements recorded in Book 631, page 984, as affected by the Approval agreement recorded in Book 959, page 898, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain Agreement between 601-70 Development Corporation and Salisbury Mall LTD recorded in Book 622, page 925, Rowan County Registry.

ALTA COMMITMENT - 2006  
CHICAGO TITLE INSURANCE COMPANY

Number: 12-0007341

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain License Agreement between Hotel Group of Salisbury, Incorporated and Sabrina/Samantha Corp. recorded in Book 1095, page 800, Rowan County Registry.

Parcels being the same property as described below:

Parcel I:

Commencing at N.C.G.S. Monument "McDonalds" (N. 710.839.0704', E. 1,550,734.3001') and runs thence N 70° 17' 51" W - 216.46' to an existing iron pin, the point of BEGINNING, said iron pin being the northernmost property corner of the Hotel Group of Salisbury, Inc. (McDonalds) (D.B. 1082 Pg. 638), thence five lines with the Hotel Group of Salisbury, Inc. (McDonalds) as follows: (1) S 16° 42' 16" W - 149.77' to an existing iron pin, (2) S 28° 43' 03" E - 272.81' to an existing iron pin, (3) S 03° 58' 35" W - 37.73' to an existing P.K. nail, (4) S 17° 29' 01" E - 180.45' to an existing iron pin, (5) N 67° 26' 55" E - 64.11' to an existing iron pin in the rear line of Timberlake Properties, LLC (D.B. 879 Pg. 591), thence two lines with Timberlake Properties, LLC as follows: (1) S 17° 24' 36" E - 72.50' to an existing iron pin, (2) N 72° 14' 49" E - 178.62' to a new iron pin on the western right of way of Jake Alexander Boulevard West, thence four lines with the western right of way line of Jake Alexander Boulevard West as follows: (1) S 17° 10' 27" - E 85.00' to a new iron pin, (2) S 20° 57' 37" E - 66.12' to a new iron pin, (3) S 16° 36' 56" E - 21.32' to a new iron pin, (4) a curve to the left, said curve having a radius of 5,789.70' and an arc length of 101.38', said curve also having a chord bearing of S 18° 08' 52" E - 101.38' to a new iron pin, said iron pin being the northeastern property corner of Salisbury Commons Office Condominium, thence two lines with Salisbury Commons Office Condominium as follows: (1) S 60° 40' 26" W - 187.40' to an existing iron pin, (2) S 17° 25' 45" E - 49.98' to an existing iron pin, thence with the common rear lines of Salisbury Commons Office Condominium and John V. Redden (D.B. 1061 Pg. 298) S 21° 58' 18" E - 245.51' to an existing iron pin in the northern property line of the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752), thence four lines with the Frazier Realty Corp. Property (Auto Zone) (D.B. 977 Pg. 752) as follows: (1) S 60° 41' 13" W - 19.17' to an existing iron pin, (2) S 21° 56' 32" E - 149.36' to an existing iron pin, (3) S 81° 59' 26" E - 72.00' to an existing P.K. nail, (4) N 64° 38' 31" E - 135.00' to an existing iron pin on the western right of way of Jake Alexander Boulevard West, thence with the western right of way line of Jake Alexander Boulevard West with a curve to the left, said curve having a radius of 5,789.70' and an arc length of 80.48', said curve also having a chord bearing of S 23° 20' 26" E - 80.48' to a new iron pin, said iron pin being the northeastern property corner of Ramona H. Mowery et al (D.B. 454 Pg. 27), thence with, Mowery, S 64° 38' 12" W 180.47' to an existing iron pin, said iron pin being the northeastern property corner of Clancy Hills Ltd. Partnership (D.B. 641 Pg. 336), thence with Clancy Hills Ltd. Partnership S 72° 40' 00" W - 938.54' to a new iron pin in the rear line of Cornelio Aguirre-Castro (D.B. 881 Pg. 483), thence with the common rear property lines of Aguirre-Castro and A.H., Inc. (D.B. 710 Pg. 428) N 00° 43' 43" E - 450.64' to an existing iron pin, said iron pin being the southeastern property corner of the Hotel Group of Salisbury, Inc. (D.B. 1082 Pg. 638), thence four lines with the Hotel Group of Salisbury, Inc. as follows: (1) N 43° 50' 00" W - 426.51' to an existing iron pin, (2) S 89° 29' 48" W - 128.73' to an existing iron pin, (3) N 40° 57' 26" W 457.37' to an existing iron pin, (4) N 16° 25' 58" E - 854.56' to a new iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 23' 45" E - 80.00' to a new iron pin, said iron pin being the northwestern property corner of Fidelity Bank # 192 (D.B. 841 Pg. 145), thence three

ALTA COMMITMENT - 2006  
CHICAGO TITLE INSURANCE COMPANY

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lines with Fidelity Bank # 192 as follows: (1) S 16° 23' 23" W -126.94' to a new P.K. Nail, (2) S 11° 58' 48" E -118.01' to an existing iron pin, (3) N 81° 56' 48" E -119.46' to an existing iron pin, said iron pin being the southwestern property corner of Sabrina/Samantha Corp. (D.B. 965 Pg 271), thence five lines with Sabrina/Samantha Corp. as follows: (1) N 82° 01' 33" E - 46.32' to a new iron pin, (2) S 87° 38' 50" E - 99.84' to a new iron pin, (3) S 73° 30' 01" E -150.00' to a new iron pin, (4) N 75° 32' 09" E - 29.15' to a new iron pin, (5) N 16° 29' 59" E -123.00' to a new P.K. nail on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 38' 32" E - 75.26' to an existing iron pin, said iron pin being the northwestern property corner of Kelly & Cohen Appliances, Inc. (D.B. 735 Pg. 666), thence four lines with the property of Kelly & Cohen Appliances, Inc. as follows: (1) S 16° 21' 06" W - 210.00' to a new iron pin, (2) S 28° 59' 00" E - 210.74' to an existing iron pin, (3) N 15° 59' 07" E -16.35' to an existing iron pin, (4) N 16° 19' 56" E -341.66' to an existing iron pin on the southern right of way of Statesville Boulevard (U.S. Hwy. 70), thence with the southern right of way line of Statesville Boulevard (U.S. Hwy. 70), S 73° 32' 54" E 127.90' to the point of BEGINNING..

Parcel II:

TOGETHER WITH: Those easements and rights set forth in the Declaration of Rights, Restrictions and Easements recorded in Book 631, Page 984, as affected by the Approval Agreement recorded in Book 959, Page 898, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain Agreement between 601-70 Development Corporation and Salisbury Mall LTD recorded in Book 622, Page 925, Rowan County Registry.

TOGETHER WITH the easements, rights, privileges and benefits appurtenant to said property as set forth and described in that certain License Agreement between Hotel Group of Salisbury, Incorporated and Sabrina/Samantha Corp. recorded in Book 1095, Page 800, Rowan County Registry, subject to the termination provisions therein.

END SCHEDULE A

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SCHEDULE B – SECTION I  
REQUIREMENTS

The following requirements must be met:

1. Instrument(s) creating the estate or interest (Title) to be insured which must be executed, delivered and recorded in the Public Records of the appropriate county: (Note - A deed of trust securing a one-to-four-family residential property must be recorded prior to disbursement of funds. Prior approval of Company's underwriting counsel must be obtained for a deed of trust securing non one-to-four family residential property which will be recorded more than 30 days following funding of the loan.)
  - (a) Deed of Trust from the authorized manager(s) of NORTH SALISBURY REALTY LLC, A NORTH CAROLINA LIMITED LIABILITY, to a Trustee for STANCORP MORTGAGE INVESTORS, LLC, securing \$1,925,000.00.
2. Cancellation, release, termination, discharge, or satisfaction of record of the following: (In the event the lien to be cancelled or satisfied secures a line of credit, such as a home equity line, or future advance loan; attorney to verify delivery of borrower's request to lender to freeze/close the account and release/cancel the deed of trust.)
  - (a) None.
3. Payment of the full consideration to or for the account of the grantor(s) or mortgagor(s).
4. Payment of all taxes (including deferred taxes) and assessments (pending or confirmed) which are or may become a lien on the Land and are due OR payable at time of recording of the instrument creating the interest to be insured.
5. Payment of any owners' association dues, charges, or assessments claimed or due and payable at time of recording of the instrument creating the interest to be insured, whether or not a claim of lien has been filed, if same are or may become a lien superior to the interest to be insured.
6. For insurance regarding priority of conveyance by seller to proposed insured owner over potential liens for labor, services or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of seller, or priority of proposed insured lender's deed of trust (once recorded) over said liens of seller and/or construction borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the applicable form's instructions regarding same, to wit:
  - NCLTA Form 1, if no recent construction or addition of improvements on land, no executory contracts for improvements on land and no construction loan by signing owner or borrower is contemplated;
  - NCLTA Form 2, if construction on the land was recently completed; or
  - NCLTA Form 3, if construction is in process or immediately contemplated (for loan including construction financing).

In addition, if the proposed purchaser will be obtaining combined purchase and construction financing from proposed insured lender as a part of the transaction to be insured, proposed purchaser (construction loan borrower) must also provide duly completed and executed NCLTA Form 3 in order to obtain insurance of priority of the construction loan over such liens against the proposed purchaser (construction borrower).

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7. If coverage is to include the priority as of the date of recording of the insured deed of trust for advances made after recording, the deed of trust must include notice that it will secure future obligations (including revolving line of credit, if applicable), state the maximum principal amount and, as applicable, state either (1) that all future obligations must be incurred within 30 years from the date thereof (in compliance with N.C.G.S. 45-67 et seq.) for future advance or construction loan transactions or (2) that it secures an equity line of credit and is governed by the provisions of Chapter 45, Article 9 of the North Carolina General Statutes (N.C.G.S. 45-81 et seq.) for an equity line of credit.
8. If this transaction involves a "short sale" or "short pay" under which an existing lender has agreed to cancel or release land from a deed of trust for less than the current balance owed on the debt or attributed to the land to be released, certification that (a) all lender requirements are met, and (b) lender's agreement to cancel or release does not include any condition or right to refuse to cancel or release land from said deed of trust or to later void the cancellation or release after receipt of the payment amount specified by lender.
9. If the transaction involves the purchase of property at foreclosure, the purchase of real estate owned (REO) by a lender/servicer, or the subsequent resale or mortgage of property where the grantor or mortgagor was a purchaser of REO property; verification that the defaulted borrower in the foreclosure proceeding, or anyone claiming by, through or under him, is not occupying or in possession of the foreclosed property.
10. Verification as of closing of (1) the due organization and good standing of NORTH SALISBURY REALTY LLC, A NORTH CAROLINA LIMITED LIABILITY (herein "Entity") in its state or country of organization, (2) recordation of certified copies of any articles or certificates of conversion, merger, or other change(s) of name since deed vesting Title in Entity or its predecessor(s) in the Office of the Register of Deeds of the county in which the Land is located, and (3) authority of individual(s) executing documents on behalf of Entity to enter into the transaction to be insured on its behalf.
11. If the instrument(s) required to be recorded at closing will not be recorded prior to disbursement of sales or loan proceeds, then the Company must receive and approve prior to closing: (1) satisfactory indemnities of parties whose financial responsibility have been pre-approved, indemnifying the Company against loss from any intervening matters between disbursement and recordation, (2) satisfactory verification and approval by Company of parties handling closing and funds; (3) title update to within one business day prior to disbursement including but not limited to civil actions, (4) verification that the documents are in recordable form and will be delivered to Company or its designated agent or approved attorney within one business day following closing, together with all costs and transfer fees to record same, and (5) any additional premium required due to the additional risk being incurred to provide this affirmative assurance.
12. Verification from the National Business Unit Office handling this transaction that all requirements of Company have been met and this coverage has been approved.
13. Receipt of affidavit and indemnity certifying that there have been no alterations, repairs, or improvements made to the Land or adjoining properties subsequent to August 20, 2010, last revised September 6, 2010, being the date of the survey by C. Clark Neilson, P.L.S.

**ALTA COMMITMENT – 2006**  
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Requirements for Issuance of Requested Endorsements:

- (A.) *For issuance of ALTA Endorsement Form 9-06 (Restrictions, Encroachments, Minerals) (Adopted 6/17/06):* Receipt of (1) current and accurate survey of the Land evidencing no violation of any covenants, conditions or restrictions, no violation of any building setback lines, and no encroachment onto the Land or easements of improvements appurtenant to adjoining lands; and (2) certification from attorney that (a) the covenants, conditions or restrictions do not provide for an option to purchase, right of first refusal or the prior approval of a future purchaser or occupant, and do not provide a right of reentry, possibility of reverter or right of forfeiture; and (b) no third party currently has the present or future right to any minerals located on the Land or the mineral estate does not include any rights of surface entry. Owners' association dues and special assessments, if any are applicable, must be paid current through Date of Policy.
- (B.) *For issuance of ALTA Endorsement Form 22-06 (Location) (Adopted 6/17/06):* Adequate independent verification (such as survey, appraisal, aerial tax map) of the type of current improvements on the Land (i.e., residence, apartment building, office building) and the street address of the Land according to the numbering system in use in the jurisdiction in which the Land is located.
- (C.) *For issuance of ALTA Endorsement Form 3.1-06 (Zoning - Completed Structure) (Adopted 6/17/06):* Satisfactory verification (1) of the current zoning classification of the Land; (2) that the Land has been so zoned for at least two months; (3) of the specific permitted use for which the Land is currently or intended to be used, cited exactly as set forth in the applicable zoning ordinance or regulation; and (4) that the Land is in compliance with all applicable zoning regulations, including parking requirements.
- (D.) *For issuance of Assignment of Leases and Rents Endorsement:* Certification whether any recorded deeds of trust or any separate assignment documents which will remain of record in Schedule B (as liens prior to the deed of trust to be insured herein) disclose any prior assignments of rents (leases) to be assigned to the proposed insured lender in this transaction. NOTE: SEPARATE SCHEDULE B EXCEPTIONS MUST BE MADE FOR SUCH ASSIGNMENTS pursuant to the terms of the Endorsement.

**END OF SCHEDULE B – SECTION I**

**ALTA COMMITMENT – 2006**  
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**SCHEDULE B – Section II**

**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments for the year 2012, and subsequent years, not yet due or payable.
3. The correctness of the square footage/acreage computation contained in the description of the Land is not insured.
4. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by survey entitled "ALTA/ASCM Land Title Survey Salisbury Mall" by C. Clark Neilson, P.L.S., dated August 20, 2010, last revised September 6, 2010.
5. Rights of tenants in possession, as tenants only, under unrecorded leases.
6. Non-Exclusive Right of Way Deed to Hotel Group of Salisbury, Inc. recorded in Book 1010, Page 25.
7. Easement(s) to Duke Power Company recorded in Book 623, Page 235.
8. Terms and conditions of Agreement between 601-70 Development Corporation and Salisbury Mall, Ltd. recorded in Book 622, Page 925.
9. Lease and terms and provisions to Belk-Harry Company, a memorandum of which is recorded in Book 619, Page 35, as amended by Second Amendment to Lease and Amendment to Exhibit A Attached to Declaration of Rights, Restrictions and Easement to Belk-Harry Company Lease recorded in Book 640, Page 851.
10. Lease and terms and provisions with J.C. Penney Co., Inc., a memorandum of which is recorded in Book 624, Page 427, and Lease Term Agreement recorded in Book 629, Page 266; as amended by First Amendment Agreement to J.C. Penney Company, Inc. Lease recorded in Book 640, Page 850 and Second Lease Agreement recorded in Book 735, Page 661, as affected by Memorandum of Lease Extension and Amendment Agreement recorded in Book 1172, Page 391.
11. Terms, covenants, conditions, restrictions and easements in Declaration of Rights, Restrictions and Easements recorded in Book 631, Page 984, as amended by that Approval Agreement recorded in Book 959, Page 898, and rights of others in and to the use of the easements contained therein.
12. Lease and terms and provisions with BJ Acquisition Corp., a memorandum of which is recorded Book 676, page 970.
13. Deed of Restrictions recorded in Book 959, Page 899.
14. Easement(s) to Southern Bell Telephone and Telegraph Company recorded in Book 622, Page 189; Book 636, Page 728; Book 688, Page 853.
15. Easement(s) to Department of Transportation recorded in Book 649, Page 209; Book 649, Page 215 and Book 649, Page 216.

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16. Lease and terms and provisions with Sweet and Nutty, Inc., a memorandum of which is recorded in Book 936, page 403.
17. Right of Way Agreements(s) recorded in Book 445, Page 43; Book 492, Page 302.
18. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Map Book 9995, Page 1175; Map Book 9995, Page 1176; Book 9995, Page 1948 as amended by amendment to plat recorded in Map Book 9995, Page 2030; and Map Book 1010, page 23.
19. Lease and terms and provisions to K&W Cafeterias, Inc., a memorandum of which is recorded in Book 858, page 573.
20. Terms and conditions of License Agreement between Hotel Group of Salisbury, Inc. and Sabrina/Samantha Corp. filed in Book 1095, Page 800, and rights of others in and to the use of the easements contained therein.
21. Easement(s) to Duke Power Company recorded in Book 549, Page 657; Book 587, Page 221 and Book 602, Page 432.
22. Lease and terms and provisions with Mid Carolina Corporation, a memorandum of which is recorded in Book 605, Page 994 and Book 609, Page 937.
23. Lease and terms and provisions with K&W Cafeterias, Inc., a memorandum of which is recorded in Book 858, Page 578 and Book 957, Page 785.
24. Lease and terms and provisions with Wenar Corporation, a memorandum of which is recorded in recorded in Book 631, Page 398, as amended by that Landlord's Consent and Agreement and Amendment of Lease recorded in Book 633, Page 772.

**END OF SCHEDULE B – SECTION II**

**ALTA COMMITMENT – 2006**  
**CHICAGO TITLE INSURANCE COMPANY**

Number: 12-0007341

**NOTES**

(A) NOTE: All terms, provisions, and Conditions of the American Land Title Association (ALTA) Commitment for Title Insurance (2006) are incorporated herein by reference including, but not limited to the following:

(1) All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

(2) If the policy to be issued is an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

(3) Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

A full copy of the ALTA Commitment for Title Insurance (2006) is available on our website at <<http://www.northcarolina.ctt.com>> or by contacting your local Chicago Title issuing office.

(B) NOTE: NO CLOSING SERVICES INSURANCE: - As to the transaction for which this commitment is issued, the Company does not afford insured closing protection/closing services insurance absent revision of this commitment to include a statement that coverage is afforded to those parties identified in a separate North Carolina Title Insurance Rating Bureau NCTIRB-01-2003 Closing Protection Letter issued simultaneously with revision of the commitment. Any closing protection coverage or letter which heretofore may have been issued is hereby rescinded and shall not be effective as to this transaction. Any closing protection letter subsequently issued shall not be effective as to this transaction absent the accompanying requisite revision of this commitment.

(C) NOTE: The Loan policy will include all endorsements listed below for which requirements for issuance have been met:

ALTA 3.1-06	Zoning-Completed Structure
ALTA 9-06	Restrictions, Encroachments, Minerals
ALTA 22-06	Location
Other	Itemization of Other Endorsements: Assignment of Leases and Rents

**END OF NOTES**



June 18, 2013

North Carolina Department of Environment  
and Natural Resources  
Division of Waste Management – DSCA Program  
1646 Mail Services Center  
Raleigh, NC 27699-1646

Att: Mr. Jay King  
DSCA Project Manager

Re: Groundwater Monitoring Report Submittal  
Highlander Center Laundry DSCA Site ID #80-0006  
2000 Statesville Boulevard  
Salisbury, Rowan County, North Carolina

Dear Mr. King:

URS Corporation – North Carolina (URS) is pleased to provide the attached Groundwater Monitoring Report for the former Highlander Center Laundry facility (Site) located at 2000 Statesville Boulevard in Salisbury, Rowan County, North Carolina.

Specifically, this report includes documentation pertaining to groundwater monitoring activities completed from November 2012 through May 2013 in accordance with State Lead Authorization for Work (SLAW) 003 dated October 18, 2012, and SLAW 004 dated February 26, 2013.

This comprehensive groundwater monitoring report includes the following: Groundwater Monitoring Report forms, updated Analytical Data Tables for groundwater results, and related groundwater contour and groundwater quality figures covering each groundwater sampling event completed from November 2012 through May 2013, as well as laboratory analytical reports.

As shown on the trend plots included as **Analytical Data Tables (ADT) Forms Attachment 8** and associated groundwater quality figures (**ADT Attachments 7-1 through 7-3**) and **Analytical Data Tables**, plume stability and/or a decreasing trend in COC concentrations was established during the first two (2) sampling events (along with groundwater data collected during previous assessment sampling events), but spiked in the May 2013 sampling event. Based on the results of the hydrogeologic conditions observed at the site, further horizontal and vertical assessment of the contaminant plume does not appear to be warranted at this time; however, two (2) additional quarterly groundwater monitoring events (August and November 2013) are recommended to: 1) capture peak and trough COC concentrations; 2) continue to monitor plume stability in respect to human health and environment; and 3) maintain the integrity and security of the existing monitoring wells in accordance with the NC 2C requirements.

URS Corporation – North Carolina  
6000 Fairview Drive, Suite 200  
Charlotte, North Carolina 28210  
(704) 522-0330 Phone  
(704) 522-0063 Fax



Mr. Jay King  
Highlander Center Laundry – DSCA Site #80-0006  
June 14, 2013  
Page 2 of 2

In addition, the site is not a likely candidate for closure at this time due to the proximity of active and/or inactive potable water supply wells (WSWs) to the source area. Therefore, URS also recommends sampling of the active WSWs within 1,500 feet of the source area, and proper abandonment of the inactive WSWs within 500 feet of the source area.

If you have any questions or require additional information please do not hesitate to call either Rob MacWilliams or Jeffrey T. Hvozdk at 704-522-0330.

Sincerely,

**URS CORPORATION-NORTH CAROLINA**

A handwritten signature in blue ink that reads "Jeffrey T. Hvozdk". The signature is written in a cursive style with a large initial "J".

Jeffrey T. Hvozdk, PG  
Project Manager

A handwritten signature in blue ink that reads "Robert H. MacWilliams". The signature is written in a cursive style with a large initial "R" and a long horizontal stroke extending to the right.

Robert H. MacWilliams, PG  
Program Manager

**Groundwater Monitoring Report Forms  
for  
North Carolina Dry-Cleaning Solvent Cleanup Act Program**

<b>Facility Name:</b>	Highlander Center Laundry
	2000 Statesville Boulevard, Salisbury, Rowan County, North Carolina
<b>DSCA ID No.:</b>	80-0006
<b>Submittal Date:</b>	6/18/2013
<b>Prepared By:</b>	Rob MacWilliams, PG and Jeffrey T. Hvozdk, PG
	URS Corporation - North Carolina

**Reporting Period:** Nov-12 to May-13

**Type of Report:** One-Time Event       Quaterly   
Semi-Annual       Annual

**DSCA ID No.: 80-0006**

Form/Att . No.	Description	Check box if included
<b>Groundwater Monitoring Report Forms</b>		
Form 1	Report Summary	<input checked="" type="checkbox"/>
Form 2	Quality Assurance/Quality Control Procedures	<input checked="" type="checkbox"/>
Form 3	Results, Conclusions and Recommendations	<input checked="" type="checkbox"/>
<b>Grooundwater Monitoring Report Attachments</b>		
Att. 1	Disposal of IDW receipts from receiving facilities, or any required harzardous waste	<input type="checkbox"/>
Att. 2		<input type="checkbox"/>
Att. 3		<input type="checkbox"/>
Att. 4		<input type="checkbox"/>
Att. 5		<input type="checkbox"/>

**Report Summary**

**GWMR Form 1**

**DSCA ID No.: 80-0006**

Dates samples were collected: 11/13/12; 2/13/13 & 5/13/13

Number of existing monitoring wells: 13

List the sampled monitoring wells:  
MW-1 to MW-7, VMW-7, VMW-11, MW-13, DMW-1, DMW-2 and MW-5 (CC)

List the sampled water supply wells: No water supply wells were sampled during the reporting period.

List surface water samples collected:

Date analyses were performed: 11/15/12, 11/16/12, 2/19/13 and 5/18/13

Were any holding times exceeded?  Yes  No

Dates monitoring/supply wells were gauged:  
11/13/2012, 2/13/2013 and 5/13/2013

Does investigation derived waste (IDW) generated during these activities still remain at the site pending disposal?  Yes  No

Average depth to groundwater: 31.7

Groundwater flow direction: West-Southwest

Was the static groundwater level above the top of the well screen in any wells?  Yes  No

If Yes, indicate which wells: MW-1, MW-2, VMW-7, VMW-11, DMW-1 and DMW-2

Is the aquifer:  Confined  Unconfined  Perched

Were any existing monitoring wells damaged?  Yes  No

If Yes, indicate which wells: MW-4, MW-7, VMW-7 and DMW-1

Has the groundwater plume been defined?  Yes  No

Any ongoing assessment activities?  Yes  No

If Yes, provide details in the space below:

In congruence with the groundwater monitoring activities described herein, URS also conducted Vapor Intrusion-Related Assessment activities. The results of these assessment activities were submitted to the NCDENR, DSCA Program under a separate cover.

Any ongoing remediation activities?  Yes  No

If Yes, provide details in the space below:

Any significant changes in the subsurface conditions?  Yes  No

If Yes, provide details in the space below:

DSCA ID No.: 80-0006

Describe the standard quality assurance/quality control (QA/QC) procedures which are practiced in order to ensure that the samples are representative of actual conditions and that analytical results are valid.

The data review process involved the evaluation of blank contamination, data anomalies, and a completeness check. An evaluation of blank contamination was conducted using a process that is modeled after the Contract Laboratory Program National Functional Guidelines for Organic Data Review (US EPA, October 1999). Trip and laboratory blanks were used to ensure that investigative samples were not contaminated during sample shipment, storage, preparation, and analysis. Data anomalies were not found upon comparison of sample results to field measurements and historical analytical data. The laboratory report was reviewed for contract completeness. The laboratory provided results for all required volatile organic compounds (VOC). In addition, sample results were reported to the method detection limit (MDL), and results that were greater than the MDL, but less than the practical quantitation limit, were reported by the laboratory with a J-flag. A summary of laboratory quality control (QC) results (e.g., method blank, LCS, spikes, etc.) and associated control limits were included in the laboratory report. All data quality issues were addressed by the laboratory in the Case Narrative.

Describe the specific sampling technique employed during the collection of all ground water samples.

Groundwater levels in all Site monitoring wells were gauged using an electronic water level meter. After gauging, each monitoring well was purged of three (3) well volumes using dedicated polyethylene bailers and nylon rope. Following purging, each well was sampled and select field parameters (i.e. pH, temperature, and conductivity) were collected using a calibrated YSI-63 water quality meter. The samples were transferred from their dedicated bailers to lab-provided containers, promptly placed on ice in a cooler, and shipped under a chain-of-custody (COC) to a fixed lab for VOC analysis by EPA Method 8260B.

Describe the EPA approved methods used to extract and analyze the samples submitted the laboratory. Reference the maximum holding time for each type of analysis performed.

Samples were analyzed by SW-846 Method 8260B for volatile organic compounds (VOC). All samples were analyzed within the EPA-established holding time of 14 days for preserved samples.

DSCA ID No.:

**Results**

Maximum Concentration Detected in Groundwater						
Chemical	Most Recent Event			Detected at Site To-date		
	Sampling Date	Sample ID	Concentration [mg/L]	Sampling Date	Sample ID	Concentration [mg/L]
Tetrachloroethylene	5/13/2013	MW-1	7.25	5/13/2013	MW-1	7.25
Trichloroethylene	5/13/2013	MW-1	<0.050	11/22/2010	MW-1	0.0064
Vinyl Chloride	5/13/2013	MW-1	<0.050	5/13/2013	MW-1	<0.050
cis-1,2-DCE	5/13/2013	MW-1	<0.050	11/22/2010	MW-1	0.003
trans-1,2-DCE	5/13/2013	MW-1	<0.050	5/13/2013	MW-1	<0.050
Chloroform	5/13/2013	DMW-2	0.0364	12/15/2011	MW-6	0.0372
Methylene Chloride	5/13/2013	MW-1	0.108	5/13/2013	MW-1	0.108

**Conclusions**

Instructions: Discuss any trends or changes noted in analytical results.

Groundwater beneath the site has consistently flown in a semi-radial pattern with primary flow directions to the west-southwest and west-northwest. Since 2011, Tetrachloroethene (PCE) has been detected in groundwater at concentrations that exceed the 2L standard of 0.0007 mg/L at monitoring wells MW-1 and MW-13. PCE has also been detected at concentrations above and below the 2L standard in MW-2. Groundwater samples collected from the source area monitoring well MW-1, located closest to the reported location of the former dry-cleaning building, contain the highest concentrations of dissolved PCE and have been generally stable to decreasing across the site between December 2011 and February 2013. However, PCE concentrations spiked in MW-1 during the May 2013 sampling event. Based on the trends observed throughout the first four (4) sampling events, the contaminant plume has migrated off-site to the west-southwest and is fluctuating in PCE concentration with seasonal changes in the groundwater table.

**Recommendations**

According to the DSCA guidance documents, groundwater monitoring must be conducted for a period of time sufficient to show a reliably consistent trend in contaminants of concern (COC) concentrations. As part of the groundwater sampling events approved in SLAW 003, dated October 18, 2012, and SLAW 004, dated February 26, 2013, URS conducted a total of three (3) groundwater monitoring events between November 2012 and May 2013. As shown in Attachment 8, plume stability and/or a decreasing trend in COC concentrations was established during the first two (2) sampling events (along with groundwater data collected during previous assessment sampling events), but spiked in MW-1 during the May 2013 sampling event. Based on the results of the hydrogeologic conditions observed at the site, further horizontal and vertical assessment of the contaminant plume does not appear to be warranted at this time; however, two (2) additional quarterly groundwater monitoring events (August and November 2013) are recommended to: 1) capture peak and trough COC concentrations; 2) continue to monitor plume stability in respect to human health and environment; and 3) maintain the integrity and security of the existing monitoring wells in accordance with the NC 2C requirements.

In addition, the site is not a likely candidate for closure at this time due to the proximity of active and/or inactive potable water supply wells (WSWs) to the source area. Therefore, URS also recommends sampling of the active WSWs within 1,500 feet of the source area, and proper abandonment of the inactive WSWs within 500 feet of the source area.

**Analytical Data Tables**  
**for**  
**North Carolina Dry-Cleaning Solvent Cleanup Act Program**

<b>Facility Name:</b>	Highlander Center Laundry
	2000 Statesville Boulevard, Salisbury, Rowan County, North Carolina
<b>DSCA ID No.:</b>	80-0006
<b>Submittal Date:</b>	6/18/2013
<b>Prepared By:</b>	Rob MacWilliams, PG and Jeffrey T. Hvozdk, PG
	URS Corporation - North Carolina

Table of Contents		ADT TOC
DSCA ID No.: 80-0006		
Table/ Att. No.	Description	Check box if included
<b>Tables</b>		
Table 1	Site Chronology	<input checked="" type="checkbox"/>
Table 2	Analytical Data for Soil	<input type="checkbox"/>
Table 3	Analytical Data for Sub-slab Gas	<input type="checkbox"/>
Table 4	Analytical Data for Soil Gas	<input type="checkbox"/>
Table 5	Analytical Data for Indoor and Outdoor Air	<input type="checkbox"/>
Table 6	Monitoring Well Construction Data	<input checked="" type="checkbox"/>
Table 7	Groundwater Elevation Data	<input checked="" type="checkbox"/>
Table 8	Analytical Data for Groundwater	<input checked="" type="checkbox"/>
Table 9	Analytical Data for Surface Water	<input type="checkbox"/>
Table 10	Water Well(s) Survey Data	<input type="checkbox"/>
Table 11	Analytical Data for Water Supply Well(s)	<input type="checkbox"/>
Table 12	Analytical Data for Natural Attenuation Parameters	<input checked="" type="checkbox"/>
<b>Attachments</b>		
Att. 1	Site map showing location(s) of soil boring(s).	<input type="checkbox"/>
Att. 2	Soil contaminant concentration maps showing the concentration at each sampling point.	<input type="checkbox"/>
Att. 3	Soil isoconcentration maps.	<input type="checkbox"/>
Att. 4	Site map showing location(s) of monitoring well(s).	<input checked="" type="checkbox"/>
Att. 5	Well completion diagrams and records of construction submitted to state.	<input type="checkbox"/>
Att. 6	Groundwater gradient map for each sampling event.	<input checked="" type="checkbox"/>
Att. 7	PCE concentration map showing the concentration at each sampling point and isoconcentration map. However, if there are significant plumes for other dry-cleaning contaminants, contaminant concentration maps for each chemical of concern should be included.	<input checked="" type="checkbox"/>
Att. 8	Groundwater concentration trend plots.	<input checked="" type="checkbox"/>
Att. 9	Map showing location(s) of surface water sample(s) (if applicable).	<input type="checkbox"/>
Att. 10	Surface water concentration map showing the concentration at each sampling point (if applicable).	<input type="checkbox"/>
Att. 11	USGS Quad map with plotted water well location(s) within the 1,500 foot and 0.5 mile radii of the site (if applicable).	<input type="checkbox"/>
Att. 12	Site map showing location(s) of monitoring well(s) for natural attenuation parameters.	<input type="checkbox"/>
Att. 13	Site map showing location(s) of indoor air, outdoor air, or soil gas samples.	<input type="checkbox"/>
Att. 14	Air and soil gas concentration map showing the concentration at each sampling point.	<input type="checkbox"/>
Att. 15	Signed laboratory analytical reports including chain-of custody and quality assurance/quality control (QA/QC) documentation (only if not previously submitted).	<input checked="" type="checkbox"/>
Att. 16	Water Sample Collection Field Data Sheets	<input checked="" type="checkbox"/>
Att. 17	Site Location Map	<input checked="" type="checkbox"/>
Att. 18		<input type="checkbox"/>
Att. 19		<input type="checkbox"/>
Att. 20		<input type="checkbox"/>
Att. 21		<input type="checkbox"/>
<p>Note:</p> <p>1. All maps must include a bar scale, north arrow, site name, DSCA ID No., and date.</p>		

<b>Table 1: Site Chronology</b>		<b>ADT 1</b>
<b>DSCA ID No.: 80-0006</b>		
<b>Chronology of Events</b>		
Date	Instructions: Brief description of all significant events that have occurred since a problem was suspected at the facility. Commence with the first date a problem was suspected and continue through the most recent activity described in the current report.	
1/11/2001	Solvent contamination (PCE) identified in the water supply wells located at 2015 and 2021 Woodleaf Road.	
6/25/2008	Semi-Annual Sampling Report for west adjacent property (Former Country Cupboard Sunoco (UST Incident #3519)) and prepared by by ATC Associates of North Carolina, P.C. reported PCE (130 ug/L) at a concentration above 2L Standard in MW-13.	
7/26/2010	Rusher Oil Company has agreed to allow DENR to investigate the 2000 Statesville Boulevard site as a potential source of solvent contamination.	
9/7/2010	Under SLAW 001, DSCA authorized URS to conduct a 1% Investigation at the Rusher Oil Company property (Site).	
1/17/2011	1% Assessment Report prepared by URS Corporation reported trace amounts of PCE in the on-site soil, and PCE concentrations exceeding the 2L Standard in monitoring wells MW-1, MW-2 and MW-13. Groundwater flow was determined to be in a southwesterly direction.	
5/24/2011	The site was certified by the DSCA Program and issued the following DSCA identification number: 080-0006.	
6/16/2011	SemiAnnual Sampling Report for west adjacent property (Former Country Cupboard Sunoco (UST Incident #3519)) and prepared by EnviroTrac Ltd. No chlorinated solvent impacts were reported; groundwater flow was reported to be in a southwesterly direction.	
6/28/2011	A draft copy of the Milford Hills Vicinity Water Supply Well Sampling provided comprehensive analytical results for supply wells sampled in the surrounding area.	
8/25/2011	Under SLAW 002, DSCA authorized URS to conduct Prioritization Assessment (PA) activities at the Site.	
12/12/11 - 12/21/11	URS mobilized and installed and sampled seven (7) wells (MW-3 through MW-7, DMW-1 and DMW-2) and one (1) soil gas vapor probe as part of the prioritization assessment activities. In addition, URS also collected groundwater samples from three (3) off-site monitoring wells (MW-13, VMW-7 and VMW-11) and two (2) water supply wells located at 2102 Woodleaf Road and 1804 Statesville Boulevard.	
2/16/2012	Under Change Order 002B, DSCA approved additional labor costs and expense incurred while conducting PA activities.	
4/4/2012	URS submitted PAR to DWM, DSCA Compliance Program at the attention of Mr. Jay King, Project Manager.	
4/4/2012	URS submitted Vapor Intrusion-Related Sampling Results letter report to DWM, DSCA Compliance Program at the attention of Mr. Jay King, Project Manager.	
10/18/2012	Under SLAW 003, DSCA authorized URS to conduct groundwater monitoring activities at the Site.	
11/6/2012	Under Change Order 002B, DSCA authorized URS to conduct additional vapor intrusion-related assessment activities at: 1) the adjacent McDonald's property located at 1957 West Jake Alexander Boulevard; and 2) the adjacent Country Cupboard property located at 2010 Statesville Boulevard. Approved activities include the collection of 2 soil gas samples from within 10 feet of the McDonald's building foundation, and 1 groundwater sample from off-site monitoring well MW-5 located at the Country Cupboard property.	
11/13-11/14/2012	Data collected during the PAR activities in December 2011 will be used as the 1st quarter of groundwater monitoring. On 11/13-11/14/2012, URS conducted field activities for the 2nd quarter of groundwater monitoring. All site wells (MW-1 through MW-7, DMW-1 and DMW-2) and off-site Country Cupboard wells MW-5, VMW-7, VMW-11 and MW-13 were gauged to obtain relative groundwater elevations, purged of approximately three (3) well volumes and sampled. Subsequently, groundwater parameters (i.e. pH, temperature and conductivity) were collected from each well location.	

**Table 1: Site Chronology** **ADT 1**

**DSCA ID No.: 80-0006**

**Chronology of Events**

Date	Instructions: Brief description of all significant events that have occurred since a problem was suspected at the facility. Commence with the first date a problem was suspected and continue through the most recent activity described in the current report.
2/13/2013	On 2/13/2013, URS conducted field activities for the 3rd quarter of groundwater monitoring. All site wells (MW-1 through MW-7, DMW-1 and DMW-2) and off-site Country Cupboard wells MW-5, VMW-7, VMW-11 and MW-13 were gauged to obtain relative groundwater elevations, purged of approximately three (3) well volumes and sampled. Subsequently, groundwater parameters (i.e. pH, temperature and conductivity) were collected from each well location.
2/26/2013	Under SLAW 004, DSCA authorized URS to conduct outstanding labor and expense for SLAWs 002 and 003 using the new DSCA Fee Schedule. Assessment and monitoring activities combined under SLAW 004 included labor and expense for collecting the proposed soil gas samples at the adjacent McDonald's property, completing the two (2) remaining groundwater monitoring events.
4/15/2013	On 4/15/2013, URS conducts soil gas sampling at the south-southwest adjacent McDonald's property located at 1957 West Jake Alexander Boulevard.
5/13/2013	URS submitted Updated Vapor Intrusion-Related Sampling Results letter report to DWM, DSCA Compliance Program at the attention of Mr. Jay King, Project Manager.
5/13/2013	On 5/13/2013, URS conducted field activities for the 4th quarter of groundwater monitoring. All site wells (MW-1 through MW-7, DMW-1 and DMW-2) and off-site Country Cupboard wells VMW-7, VMW-11 and MW-13 were gauged to obtain relative groundwater elevations, purged of approximately three (3) well volumes and sampled. Subsequently, groundwater parameters (i.e. pH, temperature and conductivity) were collected from each well location.
6/18/2013	URS submitted Groundwater Monitoring Report to DWM, DSCA Compliance Program at the attention of Mr. Jay King, Project Manager.



**Table 7: Groundwater Elevation Data****ADT 7****DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	TOC Elevation [feet]	Depth to Water [feet bgs]	Groundwater Elevation [feet]	Depth to NAPL [feet bgs]	NAPL Thickness [feet]	Corrected* Groundwater Elevation [feet]
MW-1	11/23/2010	100.34	29.78	70.56	NA	NA	NA
MW-2	11/23/2010	98.43	27.77	70.66	NA	NA	NA
MW-13	11/23/2010	100	29.78	70.22	NA	NA	NA
MW-1	12/19/2011	100.34	31.31	69.03	NA	NA	NA
MW-2	12/19/2011	98.43	28.11	70.32	NA	NA	NA
MW-3	12/19/2011	94.54	31.71	63.83	NA	NA	NA
MW-4	12/19/2011	95.80	28.40	67.40	NA	NA	NA
MW-5	12/19/2011	103.76	34.58	69.18	NA	NA	NA
MW-6	12/19/2011	103.60	32.74	70.86	NA	NA	NA
MW-7	12/19/2011	101.63	31.18	70.45	NA	NA	NA
VMW-7	12/19/2011	99.99	31.62	68.37	NA	NA	NA
VMW-11	12/19/2011	97.98	30.52	67.46	NA	NA	NA
MW-13	12/19/2011	100.00	31.14	68.86	NA	NA	NA
DMW-1	12/19/2011	100.43	32.58	67.58	NA	NA	NA
DMW-2	12/19/2011	103.80	33.81	69.99	NA	NA	NA
MW-1	11/13/2012	100.34	31.35	68.99	NA	NA	NA
MW-2	11/13/2012	98.43	29.36	69.07	NA	NA	NA
MW-3	11/13/2012	94.54	32.19	62.35	NA	NA	NA
MW-4	11/13/2012	95.80	28.53	67.27	NA	NA	NA
MW-5	11/13/2012	103.76	34.97	68.79	NA	NA	NA
MW-6	11/13/2012	103.60	33.75	69.85	NA	NA	NA
MW-7	11/13/2012	101.63	31.61	70.02	NA	NA	NA
VMW-7	11/13/2012	99.99	31.86	68.13	NA	NA	NA
VMW-11	11/13/2012	97.98	30.25	67.73	NA	NA	NA
MW-13	11/13/2012	100.00	31.22	68.78	NA	NA	NA
DMW-1	11/13/2012	100.43	31.58	68.85	NA	NA	NA
DMW-2	11/13/2012	103.80	34.58	69.22	NA	NA	NA
MW-5(cc)	11/13/2012	99.51	30.63	68.88	NA	NA	NA
MW-1	2/13/2013	100.34	32.16	68.18	NA	NA	NA

**Table 7: Groundwater Elevation Data****ADT 7****DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	TOC Elevation [feet]	Depth to Water [feet bgs]	Groundwater Elevation [feet]	Depth to NAPL [feet bgs]	NAPL Thickness [feet]	Corrected* Groundwater Elevation [feet]
MW-2	2/13/2013	98.43	29.24	69.19	NA	NA	NA
MW-3	2/13/2013	94.54	32.28	62.26	NA	NA	NA
MW-4	2/13/2013	95.80	29.19	66.61	NA	NA	NA
MW-5	2/13/2013	103.76	35.81	67.95	NA	NA	NA
MW-6	2/13/2013	103.60	34.51	69.09	NA	NA	NA
MW-7	2/13/2013	101.63	32.39	69.24	NA	NA	NA
VMW-7	2/13/2013	99.99	32.41	67.58	NA	NA	NA
VMW-11	2/13/2013	97.98	30.74	67.24	NA	NA	NA
MW-13	2/13/2013	100.00	32.00	68.00	NA	NA	NA
DMW-1	2/13/2013	100.43	34.58	65.85	NA	NA	NA
DMW-2	2/13/2013	103.80	35.20	68.60	NA	NA	NA
MW-5(cc)	2/13/2013	99.51	31.70	67.81	NA	NA	NA
MW-1	5/13/2013	100.34	30.93	69.41	NA	NA	NA
MW-2	5/13/2013	98.43	27.61	70.82	NA	NA	NA
MW-3	5/13/2013	94.54	30.61	63.93	NA	NA	NA
MW-4	5/13/2013	95.80	28.14	67.66	NA	NA	NA
MW-5	5/13/2013	103.76	34.32	69.44	NA	NA	NA
MW-6	5/13/2013	103.60	32.70	70.90	NA	NA	NA
MW-7	5/13/2013	101.63	31.01	70.62	NA	NA	NA
VMW-7	5/13/2013	99.99	31.03	68.96	NA	NA	NA
VMW-11	5/13/2013	97.98	29.51	68.47	NA	NA	NA
MW-13	5/13/2013	100.00	30.68	69.32	NA	NA	NA
DMW-1	5/13/2013	100.43	31.73	68.70	NA	NA	NA
DMW-2	5/13/2013	103.80	33.43	70.37	NA	NA	NA
MW-5(cc)	5/13/2013	99.51	30.34	69.17	NA	NA	NA

**Table 8: Analytical Data for Groundwater**

**ADT 8**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Benzene	cis-1,2-Dichloroethylene	Ethylbenzene	Methyl tert-butyl ether (MTBE)	Naphthalene	Tetrachloroethylene	Toluene	trans-1,2-Dichloroethylene	Trichloroethylene	Vinyl chloride	Xylenes (total)	1,1,1-Trichloroethane	1,1,2,2-Tetrachloroethane	1,1,2-Trichloroethane	1,1-Dichloroethane	1,1-Dichloroethylene	1,2-Dichloroethane (EDC)	Benzo(a)pyrene	Carbon tetrachloride	Chloroform
		[mg/L]																			
MW-1	11/22/10	<0.001 0	0.0030	<0.001 0	0.0023	<0.001 0	4.0	0.0088	<0.001 0	0.0064	<0.001 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	NA	<0.001 0	0.0023
MW-2	11/22/10	<0.001 0	<0.001 0	<0.001 0	0.012	0.0002 4 J	0.080	0.0024	<0.001 0	<0.001 0	<0.001 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	NA	<0.001 0	<0.001 0
MW-13	11/22/10	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	0.084	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	NA	<0.001 0	<0.001 0
MW-1	12/16/11	<0.025	<0.025	<0.025	<0.025	<0.025	3.36	<0.025	<0.025	<0.025	<0.025	<0.05	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	NA	<0.025	<0.025
MW-2	12/15/11	<0.001	<0.001	<0.001	0.0065	<0.001	0.0005 9 J	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-3	12/15/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0007 7 J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0025
MW-4	12/16/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0037
MW-5	12/16/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-6	12/15/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0372
MW-7	12/15/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0007 3 J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
VMW-7	12/16/11	<0.001	<0.001	<0.001	0.0011	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0018
VMW-11	12/16/11	0.415	<0.001	0.0184	0.0007 2 J	0.172	<0.001	0.0034	<0.001	<0.001	<0.001	0.574	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0044
MW-13	12/15/11	<0.001	<0.001	<0.001	<0.001	0.0007 8 J	0.0851	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
DMW-1	12/16/11	<0.001	<0.001	<0.001	<0.001	<0.001	0.0043	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.002
DMW-2	12/15/11	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0003 6 J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0301
MW-1	11/13/12	<0.02	<0.02	<0.02	0.0129J	<0.02	3.37	0.0098J	<0.02	<0.02	<0.02	<0.04	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	NA	<0.02	<0.02
MW-2	11/13/12	<0.001	<0.001	<0.001	0.0026	<0.001	0.0007 7J	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-3	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001

**Table 8: Analytical Data for Groundwater**

**ADT 8**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Benzene	cis-1,2-Dichloroethylene	Ethylbenzene	Methyl tert-butyl ether (MTBE)	Naphthalene	Tetrachloroethylene	Toluene	trans-1,2-Dichloroethylene	Trichloroethylene	Vinyl chloride	Xylenes (total)	1,1,1-Trichloroethane	1,1,2,2-Tetrachloroethane	1,1,2-Trichloroethane	1,1-Dichloroethane	1,1-Dichloroethylene	1,2-Dichloroethane (EDC)	Benzo(a)pyrene	Carbon tetrachloride	Chloroform	
		[mg/L]																				
MW-4	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.00046J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.004	
MW-5	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-6	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0114	
MW-7	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
VMW-7	11/13/12	<0.001	<0.001	<0.001	0.0015	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.00013J	NA	<0.001	<0.001
VMW-11	11/13/12	0.705	<0.0025	0.0428	0.0012J	0.199	<0.0025	0.0055	<0.0025	<0.0025	<0.0025	0.855	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	0.0073	NA	<0.0025	0.0012J
MW-13	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	0.0599	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
DMW-1	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
DMW-2	11/13/12	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0337	
MW-5(cc)	11/14/12	NA	<0.01	NA	NA	NA	<0.01	NA	<0.01	<0.01	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-1	2/13/13	<0.001	<0.001	<0.001	0.0082J	<0.001	2.43	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
MW-2	2/13/13	<0.001	<0.001	<0.001	0.00074J	<0.001	0.00049J	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
MW-3	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
MW-4	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.00033J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0038	
MW-5	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
MW-6	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0096	
MW-7	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	
VMW-7	2/13/13	<0.001	<0.001	<0.001	0.0018	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0013J	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.00057J	
VMW-11	2/13/13	0.596	<0.005	0.0332	<0.005	0.13	<0.005	0.0044J	<0.005	<0.005	<0.005	0.733	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0068	NA	<0.005	<0.005
MW-13	2/13/13	<0.001	<0.001	<0.001	<0.001	0.00043J	0.0632	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001	

**Table 8: Analytical Data for Groundwater**

**ADT 8**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Benzene	cis-1,2-Dichloroethylene	Ethylbenzene	Methyl tert-butyl ether (MTBE)	Naphthalene	Tetrachloroethylene	Toluene	trans-1,2-Dichloroethylene	Trichloroethylene	Vinyl chloride	Xylenes (total)	1,1,1-Trichloroethane	1,1,2,2-Tetrachloroethane	1,1,2-Trichloroethane	1,1-Dichloroethane	1,1-Dichloroethylene	1,2-Dichloroethane (EDC)	Benzo(a)pyrene	Carbon tetrachloride	Chloroform
		[mg/L]																			
DMW-1	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
DMW-2	2/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.033
MW-5(CC)	2/13/13	NA	<0.001	NA	NA	NA	<0.001	NA	<0.001	<0.001	<0.001	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-1	5/13/13	<0.050	<0.050	<0.050	0.0243 J	<0.050	7.25	<0.050	<0.050	<0.050	<0.050	<0.1	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	NA	<0.050	<0.050
MW-2	5/13/13	<0.001	<0.001	<0.001	0.0029	<0.001	0.00065 J	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-3	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-4	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.00039 J	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0041
MW-5	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
MW-6	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0071
MW-7	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
VMW-7	5/13/13	<0.001	<0.001	<0.001	0.0023	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.00046 J
VMW-11	5/13/13	0.62	<0.005	0.0403	0.0017 J	0.118	<0.005	0.005	<0.005	<0.005	<0.005	0.72	<0.005	<0.005	<0.005	<0.005	<0.005	0.0072	NA	<0.005	<0.005
MW-13	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	0.00089 J	0.0554	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	<0.001
DMW-1	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.00053 J
DMW-2	5/13/13	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	NA	<0.001	0.0364
MW-5(CC)	5/13/13	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS

**Table 8(1): Analytical Data for Groundwater (User Specified Chemicals)**

**ADT 8(1)**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Acetone	1,2-Dichlorobenzene	2-Hexanone	4-Methyl-2-pentanone (MII)	Dibromochloromethane	Diisopropyl Ether	1,2,4-Trimethylbenzene	1,2-Dibromoethane (EDB)	1,3,5-Trimethylbenzene	2-Butanone (MEK)	Isopropylbenzene (Cumene)	m&p-Xylene	Methylene Chloride	n-Propylbenzene	o-Xylene	p-Isopropyltoluene	Chlorobenzene			
		[mg/L]																			
MW-1	11/22/10	0.0026 J	0.0004 2 J	<0.005 0	<0.005 0	0.0004 9 J	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.005 0	<0.001 0	<0.002 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0			
MW-2	11/22/10	0.0033 J	<0.001 0	0.0037 J	0.0005 3 J	<0.001 0	0.0002 1 J	<0.001 0	<0.001 0	<0.001 0	<0.005 0	<0.001 0	<0.002 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0			
MW-13	11/22/10	<0.025	<0.001 0	<0.005 0	<0.005 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0	<0.005 0	<0.001 0	<0.002 0	<0.002 0	<0.001 0	<0.001 0	<0.001 0	<0.001 0			
MW-1	12/16/11	<0.625	<0.025	<0.125	<0.125	<0.025	<0.025	<0.025	<0.025	<0.025	<0.125	<0.025	<0.05	0.0374 J	<0.025	<0.025	<0.025	<0.025			
MW-2	12/15/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-3	12/15/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-4	12/16/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5	12/16/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-6	12/15/11	0.0041 J	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-7	12/15/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-7	12/16/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-11	12/16/11	0.0241 J	<0.001	0.005	<0.005	<0.001	0.0007 1 J	0.125	0.0016	0.0254	0.0147	0.0145	0.166	<0.002	0.0089	0.409	<0.001	<0.001			
MW-13	12/15/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	0.0002 8 J	<0.001	<0.001			
DMW-1	12/16/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
DMW-2	12/15/11	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-1	11/13/12	<0.5	<0.02	<0.1	<0.1	<0.02	<0.02	<0.02	<0.02	<0.02	<0.1	<0.02	<0.04	<0.04	<0.02	<0.02	<0.001	<0.001			
MW-2	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-3	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			

**Table 8(1): Analytical Data for Groundwater (User Specified Chemicals)**

**ADT 8(1)**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Acetone	1,2-Dichlorobenzene	2-Hexanone	4-Methyl-2-pentanone (MII)	Dibromochloromethane	Diisopropyl Ether	1,2,4-Trimethylbenzene	1,2-Dibromoethane (EDB)	1,3,5-Trimethylbenzene	2-Butanone (MEK)	Isopropylbenzene (Cumene)	m&p-Xylene	Methylene Chloride	n-Propylbenzene	o-Xylene	p-Isopropyltoluene	Chlorobenzene			
		[mg/L]																			
MW-4	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	0.0005 J	<0.001			
MW-5	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-6	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-7	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-7	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	0.00019 J	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-11	11/13/12	<0.0625	<0.0025	0.0044 J	0.0037 J	<0.0025	0.0011 J	0.177	0.0027	0.0466	0.0238	0.025	0.257	<0.005	0.0164	0.599	<0.0025	0.0028			
MW-13	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
DMW-1	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	0.00066 J	<0.001			
DMW-2	11/13/12	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5(cc)	11/14/12	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			
MW-1	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	0.0393 J	<0.001	<0.001	<0.001	<0.001			
MW-2	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-3	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-4	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-6	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-7	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-7	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	0.00022 J	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	0.0012	<0.001	<0.001			
VMW-11	2/13/13	<0.125	<0.005	<0.025	<0.025	<0.005	0.0012 J	0.124	0.0019 J	<0.005	<0.025	0.0183	0.191	0.0081 J	0.0125	0.542	<0.005	<0.005			
MW-13	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			

**Table 8(1): Analytical Data for Groundwater (User Specified Chemicals)**

**ADT 8(1)**

**DSCA ID No.: 80-0006**

Groundwater Sampling Point	Sampling Date (mm/dd/yy)	Acetone	1,2-Dichlorobenzene	2-Hexanone	4-Methyl-2-pentanone (MIB)	Dibromochloromethane	Diisopropyl Ether	1,2,4-Trimethylbenzene	1,2-Dibromoethane (EDB)	1,3,5-Trimethylbenzene	2-Butanone (MEK)	Isopropylbenzene (Cumene)	m&p-Xylene	Methylene Chloride	n-Propylbenzene	o-Xylene	p-Isopropyltoluene	Chlorobenzene			
		[mg/L]																			
DMW-1	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	0.0006 J	<0.001			
DMW-2	2/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5(CC)	2/13/13	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			
MW-1	5/13/13	<1.25	<0.050	<0.25	<0.25	<0.050	<0.050	<0.050	<0.050	<0.050	<0.25	<0.050	<0.1	0.108	<0.050	<0.050	<0.050	<0.050			
MW-2	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-3	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-4	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-6	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-7	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
VMW-7	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	0.0002 J	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	0.0004 J	<0.001	<0.001			
VMW-11	5/13/13	0.0586 J	<0.005	<0.025	0.0063 J	<0.005	0.0012 J	0.135	0.0025 J	<0.005	0.0246 J	0.02	0.201	0.0096 J	0.0141	0.52	<0.005	<0.005			
MW-13	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	0.0002 J	<0.001	<0.001			
DMW-1	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	0.0004 J	<0.001			
DMW-2	5/13/13	<0.025	<0.001	<0.005	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	<0.005	<0.001	<0.002	<0.002	<0.001	<0.001	<0.001	<0.001			
MW-5(CC)	5/13/13	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS			

**Table 12: Analytical Data for Natural Attenuation Parameters**

**DSCA ID No.: 80-0006**

Sample ID	Sampling Date (mm/dd/yy)	Dissolved oxygen (DO)	Nitrate	Sulfate	Major Cations	Methane	Ferrous Iron	Oxidation reduction potential (ORP)	Alkalinity	Chloride (optional)	Conductivity	pH	Temperature	Total organic carbon (TOC)	Ethane	Ethene
	Units	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mV	mg/L	mg/L	µs/cm <sup>2</sup>	std unit	° C	mg/L	mg/L	mg/L
MW-1	11/22/10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-2	11/22/10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-13	11/22/10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-1	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	43.30	5.00	20.20	NA	NA	NA
MW-2	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	214.8	5.29	18.90	NA	NA	NA
MW-3	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	97.90	5.94	16.90	NA	NA	NA
MW-4	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	30.40	5.54	18.70	NA	NA	NA
MW-5	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	233.3	8.05	18.70	NA	NA	NA
MW-6	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	74.40	4.92	18.30	NA	NA	NA
MW-7	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	80.00	5.36	19.40	NA	NA	NA
VMW-7	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.60	8.93	19.30	NA	NA	NA
VMW-11	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	19.90	11.01	19.60	NA	NA	NA
MW-13	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	102.9	5.15	18.70	NA	NA	NA
DMW-1	12/16/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	84.50	6.65	17.70	NA	NA	NA
DMW-2	12/15/11	NA	NA	NA	NA	NA	NA	NA	NA	NA	338.1	7.92	18.50	NA	NA	NA
MW-1	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	33.10	4.95	18.50	NA	NA	NA
MW-2	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	258.6	5.65	17.40	NA	NA	NA
MW-3	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	8.77	5.66	14.90	NA	NA	NA
MW-4	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	34.11	4.83	19.60	NA	NA	NA
MW-5	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	42.50	5.58	18.50	NA	NA	NA
MW-6	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	23.60	5.04	18.70	NA	NA	NA
MW-7	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	74.50	5.02	16.70	NA	NA	NA
VMW-7	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	13.40	6.22	16.60	NA	NA	NA
VMW-11	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.46	10.91	17.40	NA	NA	NA
MW-13	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	135.8	6.08	18.70	NA	NA	NA

**Table 12: Analytical Data for Natural Attenuation Parameters**

**DSCA ID No.: 80-0006**

Sample ID	Sampling Date (mm/dd/yy)	Dissolved oxygen (DO)	Nitrate	Sulfate	Major Cations	Methane	Ferrous Iron	Oxidation reduction potential (ORP)	Alkalinity	Chloride (optional)	Conductivity	pH	Temperature	Total organic carbon (TOC)	Ethane	Ethene
	Units	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mV	mg/L	mg/L	µs/cm <sup>2</sup>	std unit	° C	mg/L	mg/L	mg/L
DMW-1	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	91.10	6.85	16.20	NA	NA	NA
DMW-2	11/13/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	70.80	4.97	18.50	NA	NA	NA
MW-5(cc)	11/14/2012	NA	NA	NA	NA	NA	NA	NA	NA	NA	413.2	6.05	17.30	NA	NA	NA
MW-1	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	27.40	5.03	18.20	NA	NA	NA
MW-2	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	209.7	5.29	16.50	NA	NA	NA
MW-3	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	97.70	6.02	14.20	NA	NA	NA
MW-4	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	111.6	5.23	17.40	NA	NA	NA
MW-5	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	43.20	5.57	15.00	NA	NA	NA
MW-6	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	22.50	5.08	16.90	NA	NA	NA
MW-7	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	74.40	4.97	16.60	NA	NA	NA
VMW-7	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	4277	9.05	16.60	NA	NA	NA
VMW-11	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	5.72	10.78	16.80	NA	NA	NA
MW-13	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	117.6	4.60	17.50	NA	NA	NA
DMW-1	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	95.20	6.37	16.70	NA	NA	NA
DMW-2	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	71.80	4.91	14.80	NA	NA	NA
MW-5(cc)	2/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	492.8	6.14	17.90	NA	NA	NA
MW-1	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	29.70	4.84	21.30	NA	NA	NA
MW-2	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	193.5	5.27	21.10	NA	NA	NA
MW-3	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	86.60	5.97	18.20	NA	NA	NA
MW-4	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	33.40	5.06	21.60	NA	NA	NA
MW-5	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	40.80	5.41	19.40	NA	NA	NA
MW-6	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	24.10	4.93	21.60	NA	NA	NA
MW-7	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	72.90	4.76	19.70	NA	NA	NA

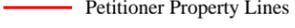
**Table 12: Analytical Data for Natural Attenuation Parameters**

**DSCA ID No.: 80-0006**

Sample ID	Sampling Date (mm/dd/yy)	Dissolved oxygen (DO)	Nitrate	Sulfate	Major Cations	Methane	Ferrous Iron	Oxidation reduction potential (ORP)	Alkalinity	Chloride (optional)	Conductivity	pH	Temperature	Total organic carbon (TOC)	Ethane	Ethene
	Units	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mV	mg/L	mg/L	µs/cm <sup>2</sup>	std unit	° C	mg/L	mg/L	mg/L
VMW-7	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	3665	8.98	22.20	NA	NA	NA
VMW-11	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	4426	10.70	21.60	NA	NA	NA
MW-13	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	110.3	4.81	21.50	NA	NA	NA
DMW-1	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	93.90	6.34	21.10	NA	NA	NA
DMW-2	5/13/2013	NA	NA	NA	NA	NA	NA	NA	NA	NA	65.60	4.78	19.80	NA	NA	NA

**ATTACHMENT 4  
MONITORING WELL LOCATION MAP**

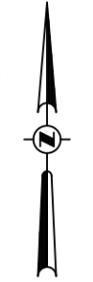
**LEGEND**

-  Type II Monitoring Well Location
-  Type III Monitoring Well Location
-  Petitioner Property Lines



Monitoring Well Location Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
 TEL: (704) 522-0330  
 FAX: (704) 522-0063



DRAWN BY:	JTH - 12/20/12
CHECKED BY:	RHM - 12/20/12
PROJECT NO.:	38941341

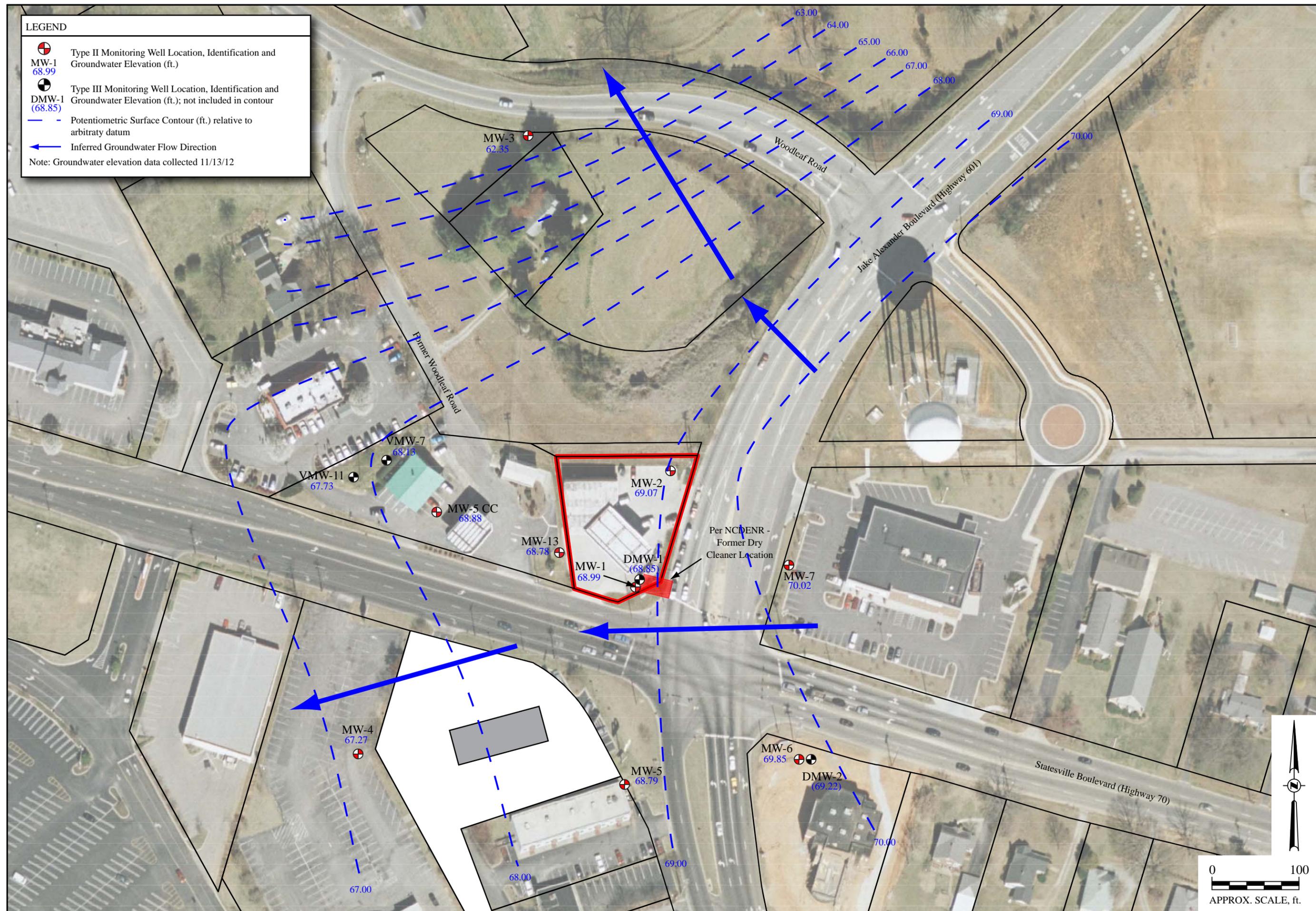
SHEET:  
**Att. 4**

**ATTACHMENT 6  
GROUNDWATER GRADIENT MAP**

**LEGEND**

-  Type II Monitoring Well Location, Identification and Groundwater Elevation (ft.)
-  Type III Monitoring Well Location, Identification and Groundwater Elevation (ft.); not included in contour
-  Potentiometric Surface Contour (ft.) relative to arbitrary datum
-  Inferred Groundwater Flow Direction

Note: Groundwater elevation data collected 11/13/12



Potentiometric Surface Contour Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
 TEL: (704) 522-0330  
 FAX: (704) 522-0063



0 100  
 APPROX. SCALE, ft.

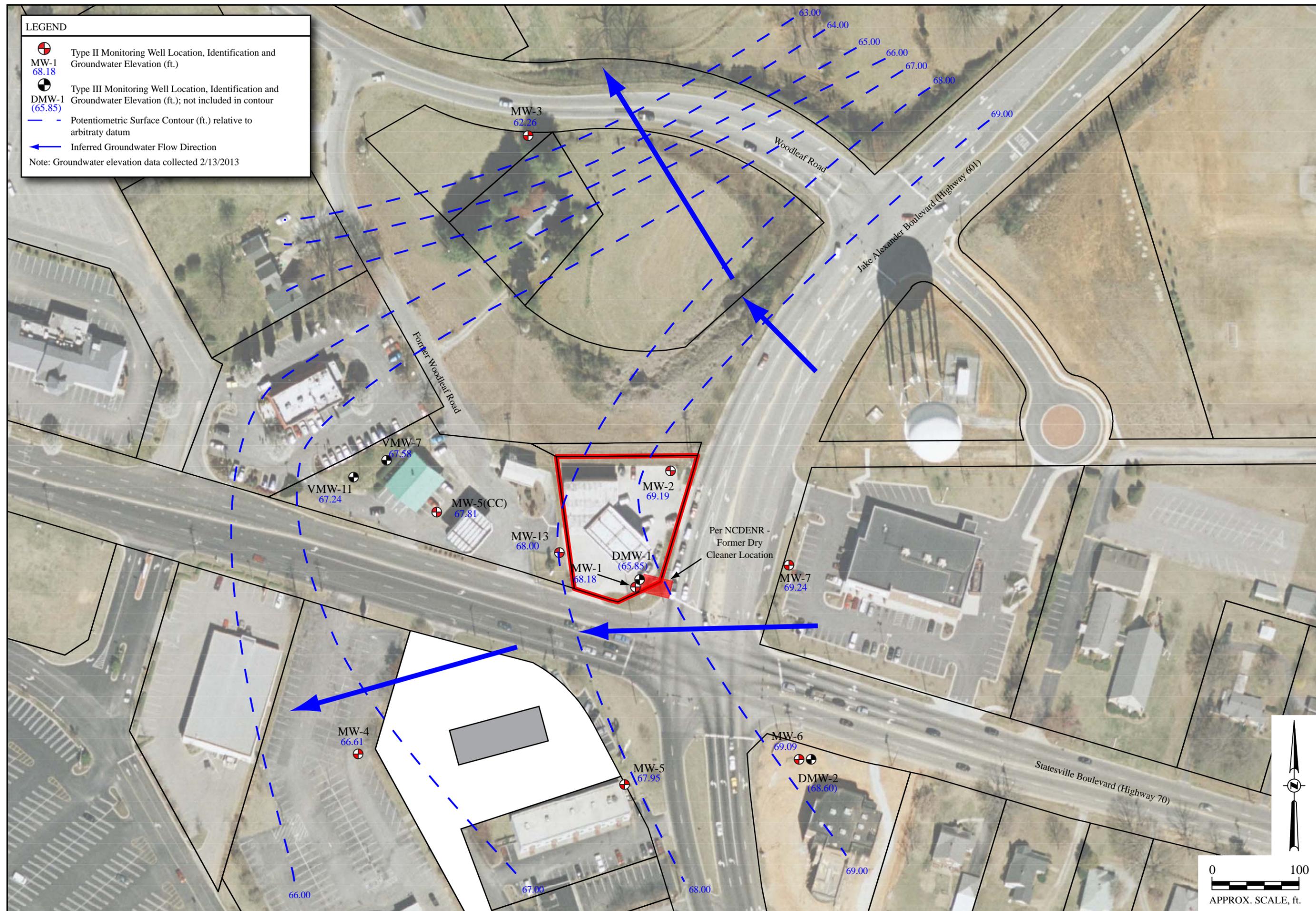
DRAWN BY: JLW - 05/30/13  
 CHECKED BY: JTH - 05/30/13  
 PROJECT NO.: 38941341

SHEET:  
 Att. 6-1

**LEGEND**

-  Type II Monitoring Well Location, Identification and Groundwater Elevation (ft.)
- MW-1  
68.18
-  Type III Monitoring Well Location, Identification and Groundwater Elevation (ft.); not included in contour
- DMW-1  
(65.85)
-  Potentiometric Surface Contour (ft.) relative to arbitrary datum
-  Inferred Groundwater Flow Direction

Note: Groundwater elevation data collected 2/13/2013



Potentiometric Surface Contour Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
 TEL: (704) 522-0330  
 FAX: (704) 522-0063



0 100  
 APPROX. SCALE, ft.

DRAWN BY:  
JLW - 05/30/13

CHECKED BY:  
JTH - 05/30/13

PROJECT NO.:  
38941341

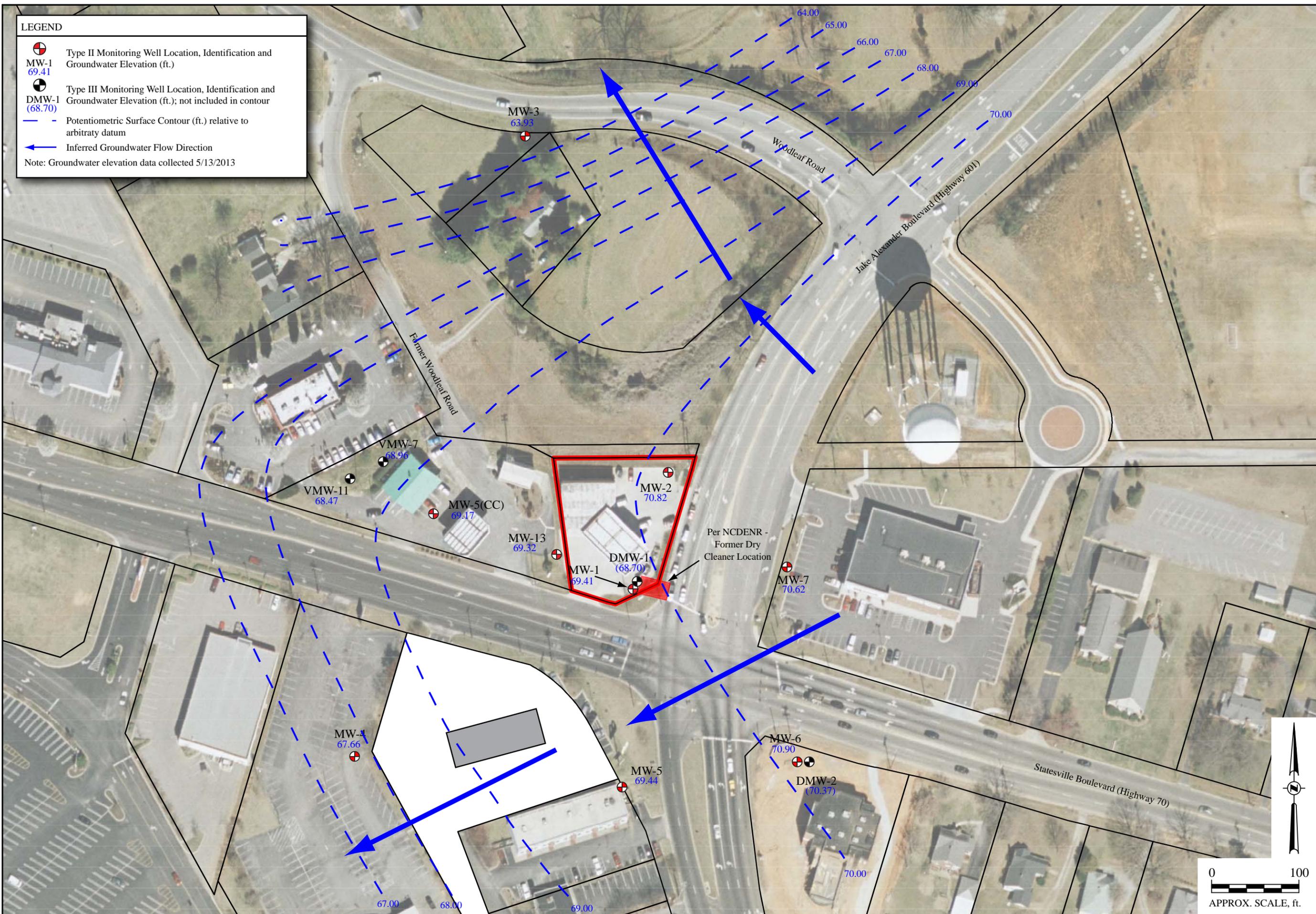
SHEET:  
Att. 6-2

Per NCDENR - Former Dry Cleaner Location

**LEGEND**

-  Type II Monitoring Well Location, Identification and Groundwater Elevation (ft.)
-  Type III Monitoring Well Location, Identification and Groundwater Elevation (ft.); not included in contour
-  Potentiometric Surface Contour (ft.) relative to arbitrary datum
-  Inferred Groundwater Flow Direction

Note: Groundwater elevation data collected 5/13/2013



Potentiometric Surface Contour Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
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 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
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 FAX: (704) 522-0063



0 100  
 APPROX. SCALE, ft.

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 CHECKED BY: JTH - 05/30/13  
 PROJECT NO.: 38941341

SHEET:  
 Att. 6-3

**ATTACHMENT 7  
PCE CONCENTRATION MAP**

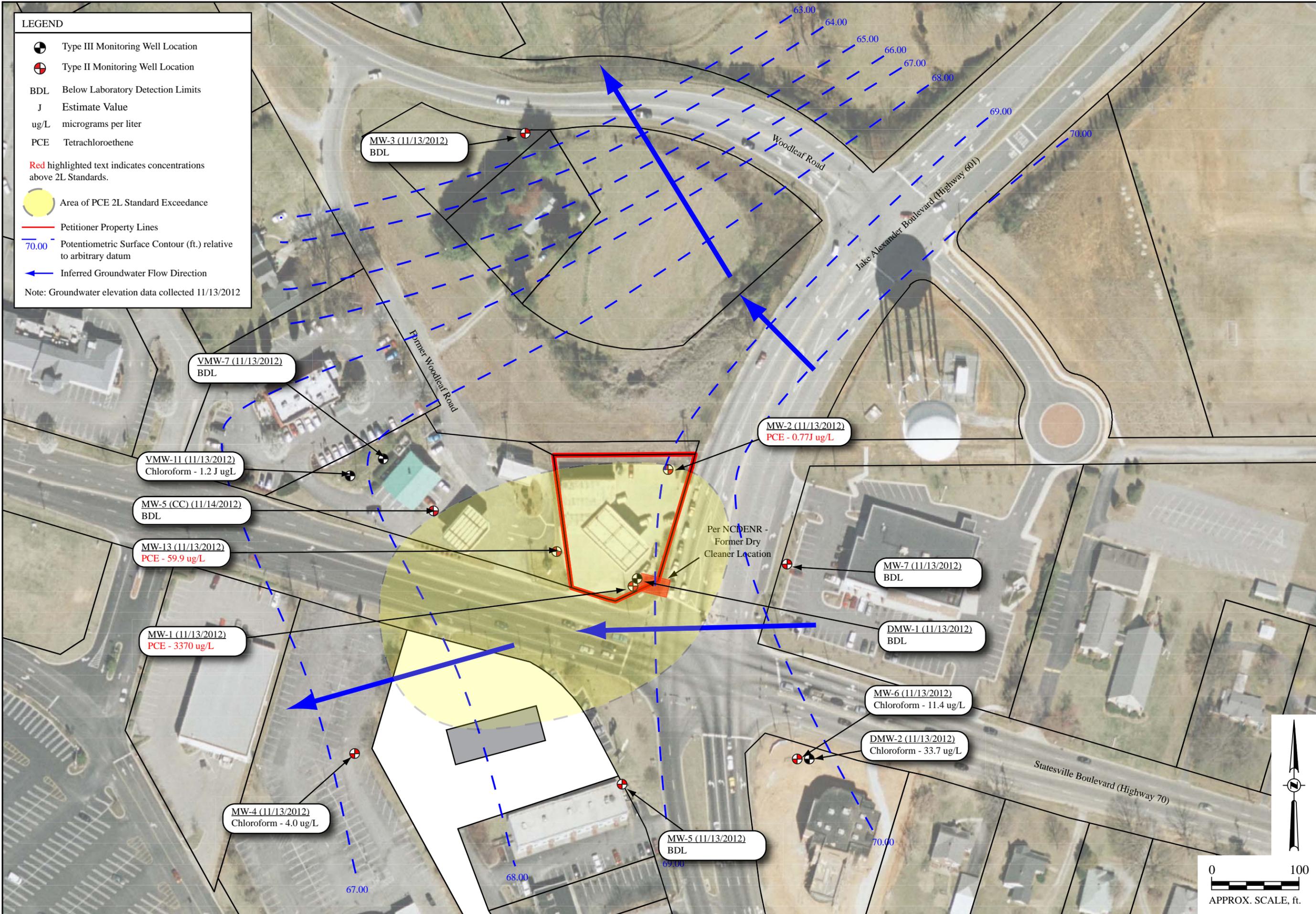
**LEGEND**

- Type III Monitoring Well Location
- Type II Monitoring Well Location
- BDL Below Laboratory Detection Limits
- J Estimate Value
- ug/L micrograms per liter
- PCE Tetrachloroethene

Red highlighted text indicates concentrations above 2L Standards.

- Area of PCE 2L Standard Exceedance
- Petitioner Property Lines
- Potentiometric Surface Contour (ft.) relative to arbitrary datum
- Inferred Groundwater Flow Direction

Note: Groundwater elevation data collected 11/13/2012



Chlorinated COC Isoconcentration Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
 TEL: (704) 522-0330  
 FAX: (704) 522-0063



0 100  
 APPROX. SCALE, ft.

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 CHECKED BY: JTH - 05/30/13  
 PROJECT NO.: 38941341

SHEET:  
 Att. 7-1

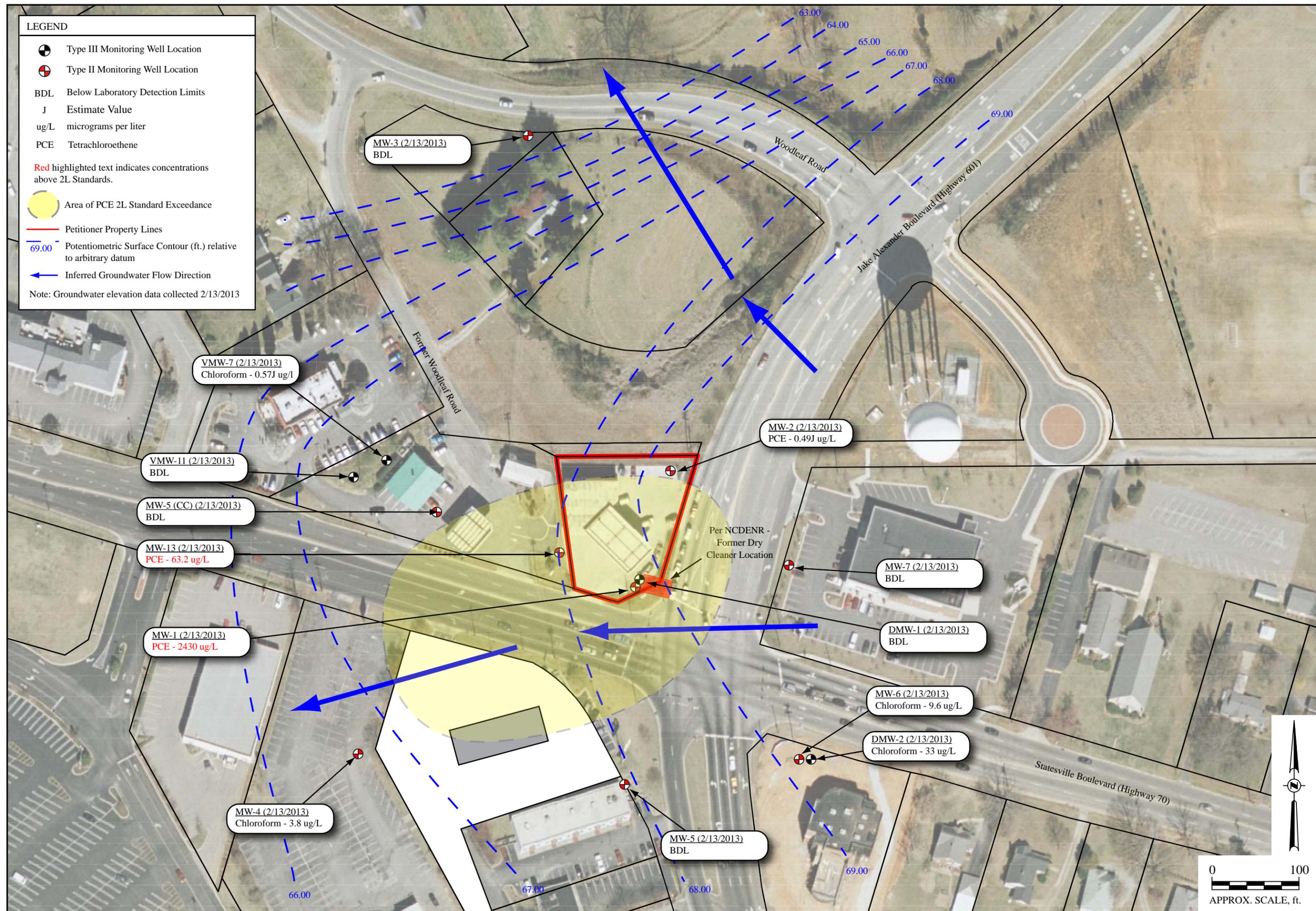
**LEGEND**

- Type III Monitoring Well Location
- Type II Monitoring Well Location
- BDL Below Laboratory Detection Limits
- J Estimate Value
- ug/L micrograms per liter
- PCE Tetrachloroethene

Red highlighted text indicates concentrations above 2L Standards.

- Area of PCE 2L Standard Exceedance
- Petitioner Property Lines
- Potentiometric Surface Contour (ft.) relative to arbitrary datum
- Inferred Groundwater Flow Direction

Note: Groundwater elevation data collected 2/13/2013



Chlorinated COC Isoconcentration Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
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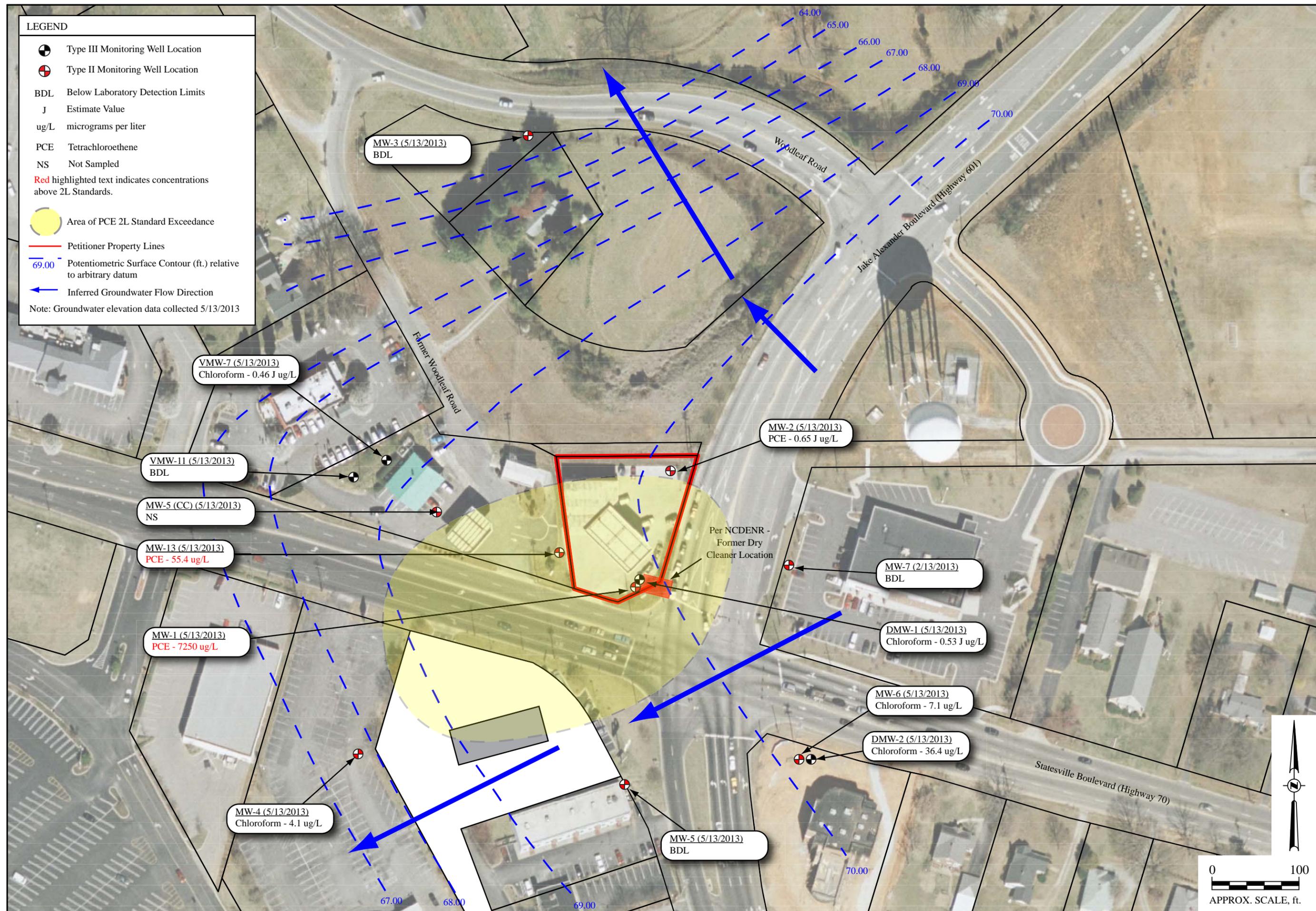


0 100  
 APPROX. SCALE, ft.

DRAWN BY: JLW - 05/30/13  
 CHECKED BY: JTH - 05/30/13  
 PROJECT NO.: 38941341

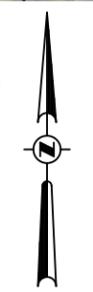
**LEGEND**

-  Type III Monitoring Well Location
  -  Type II Monitoring Well Location
  - BDL Below Laboratory Detection Limits
  - J Estimate Value
  - ug/L micrograms per liter
  - PCE Tetrachloroethene
  - NS Not Sampled
  - Red highlighted text indicates concentrations above 2L Standards.
  -  Area of PCE 2L Standard Exceedance
  -  Petitioner Property Lines
  -  69.00 Potentiometric Surface Contour (ft.) relative to arbitrary datum
  -  Inferred Groundwater Flow Direction
- Note: Groundwater elevation data collected 5/13/2013



Chlorinated COC Isoconcentration Map  
 Highlander Center Laundry  
 2000 Statesville Boulevard  
 Salisbury, Rowan County, NC  
 DSCA Site #80-0006

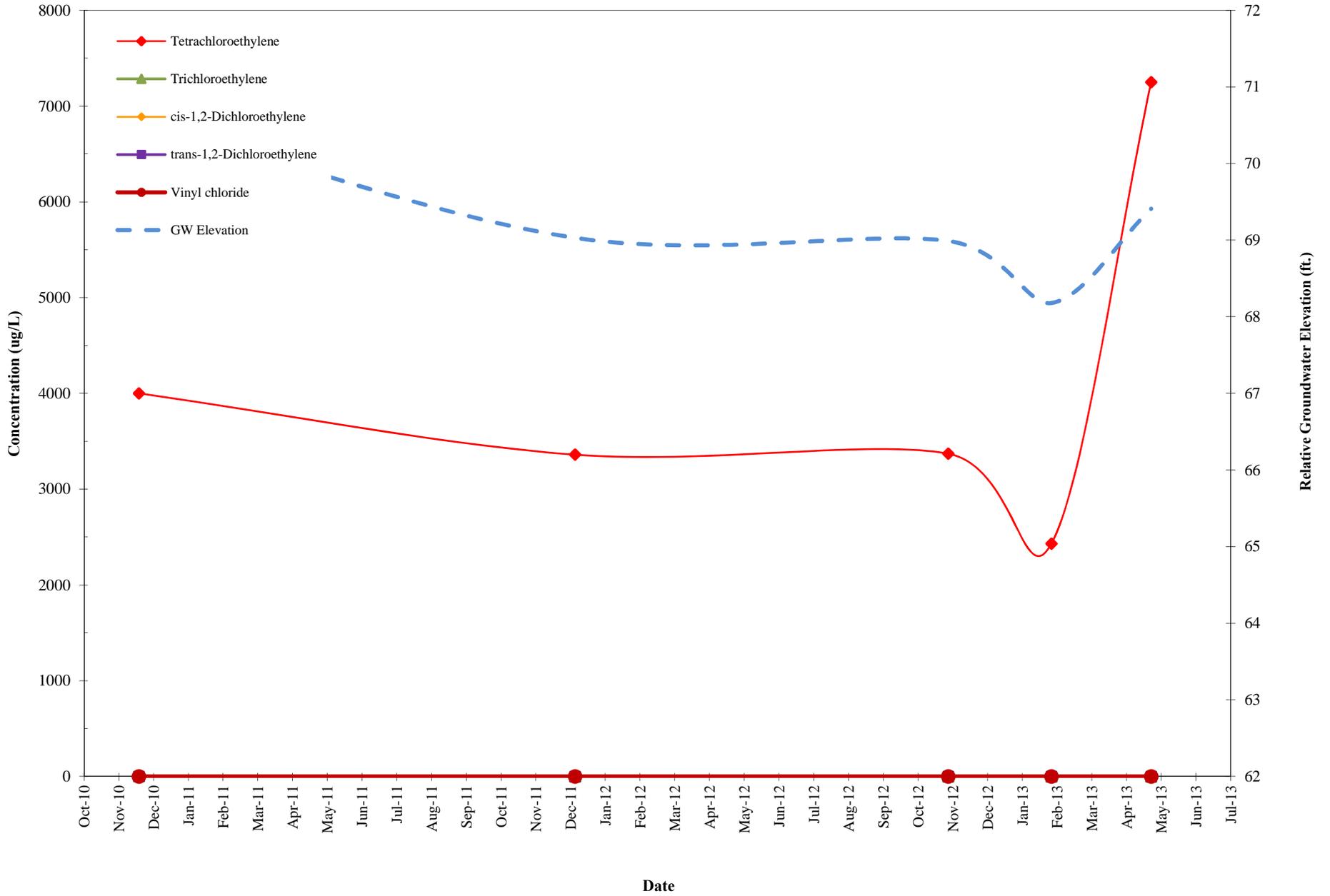
URS CORPORATION - NORTH CAROLINA  
 SOUTH PARK TOWERS  
 6000 FAIRVIEW ROAD, SUITE 200  
 CHARLOTTE, NC 28210  
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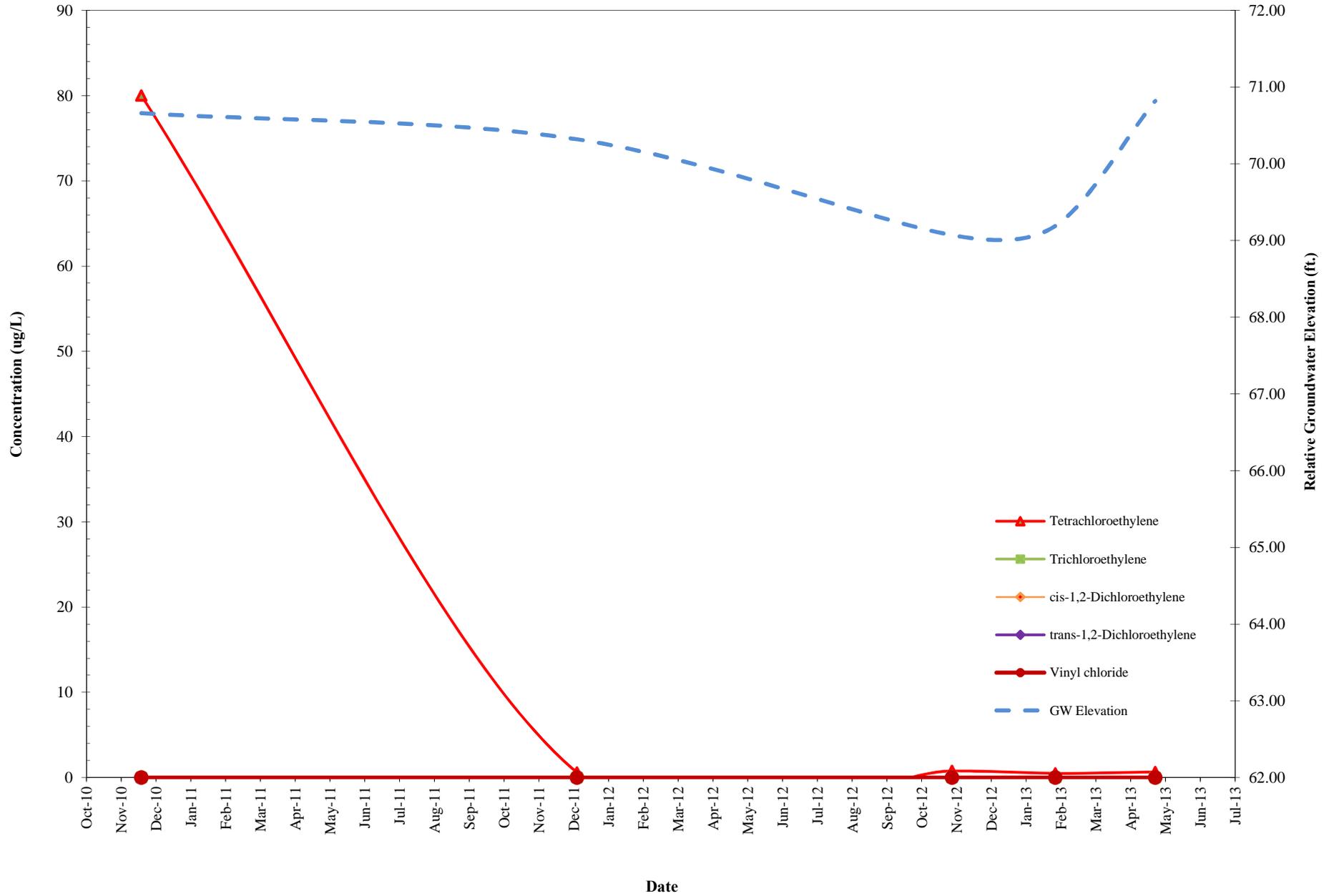
DRAWN BY: JLW - 05/30/13  
 CHECKED BY: JTH - 05/30/13  
 PROJECT NO.: 38941341

**ATTACHMENT 8**  
**GROUNDWATER CONCENTRATION TREND PLOT MAP**

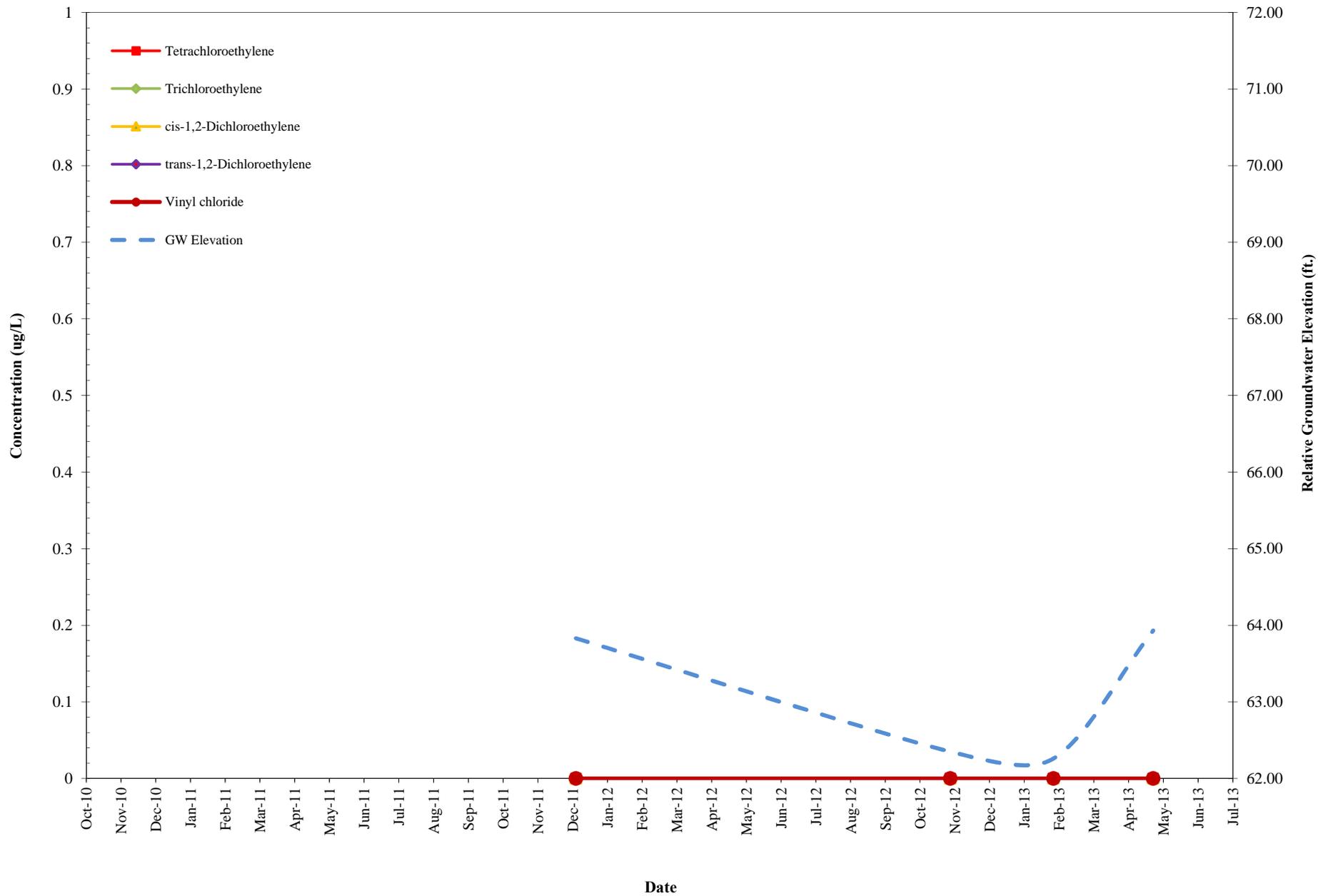
# MW-1 Trend Plot



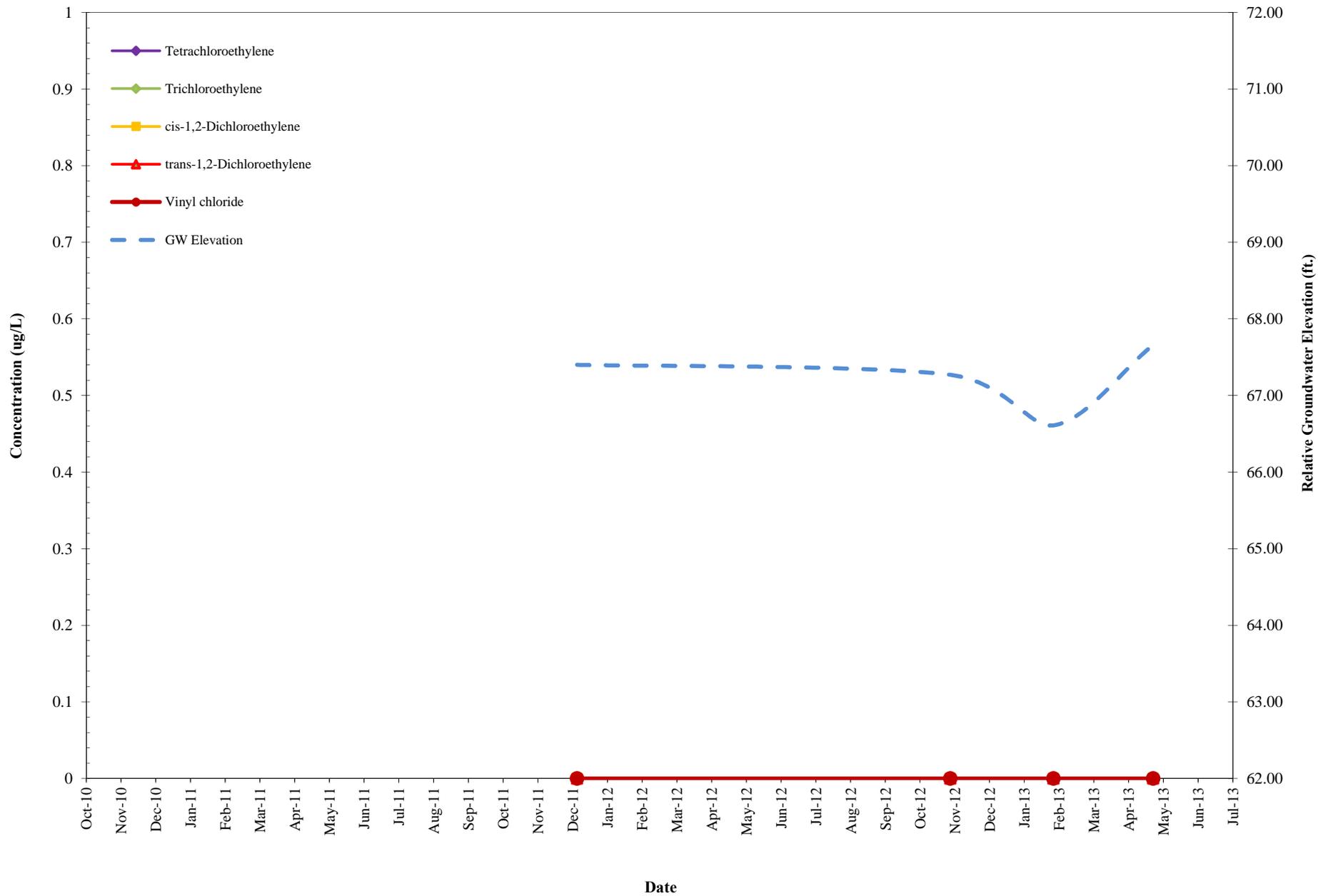
# MW-2 Trend Plot



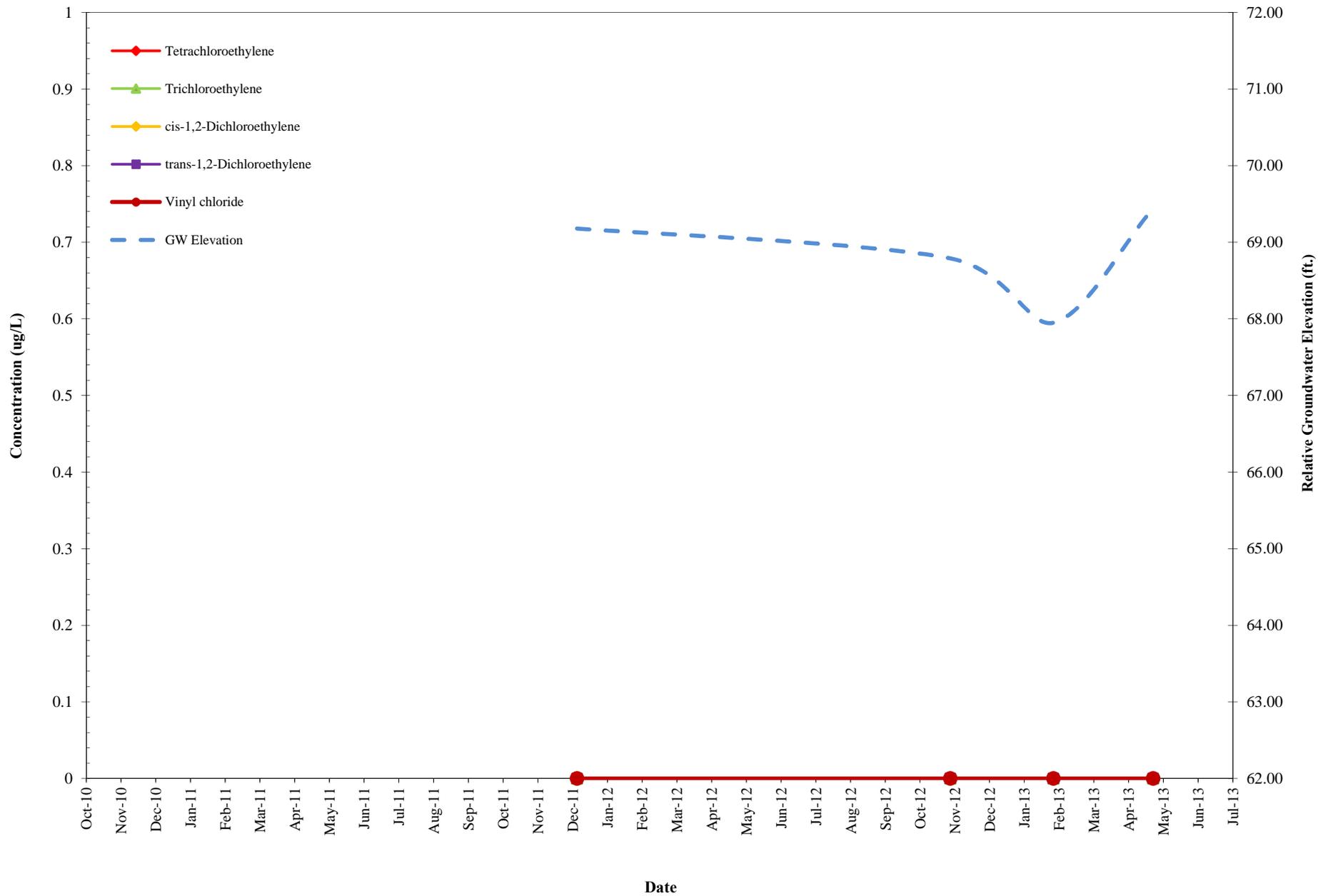
# MW-3 Trend Plot



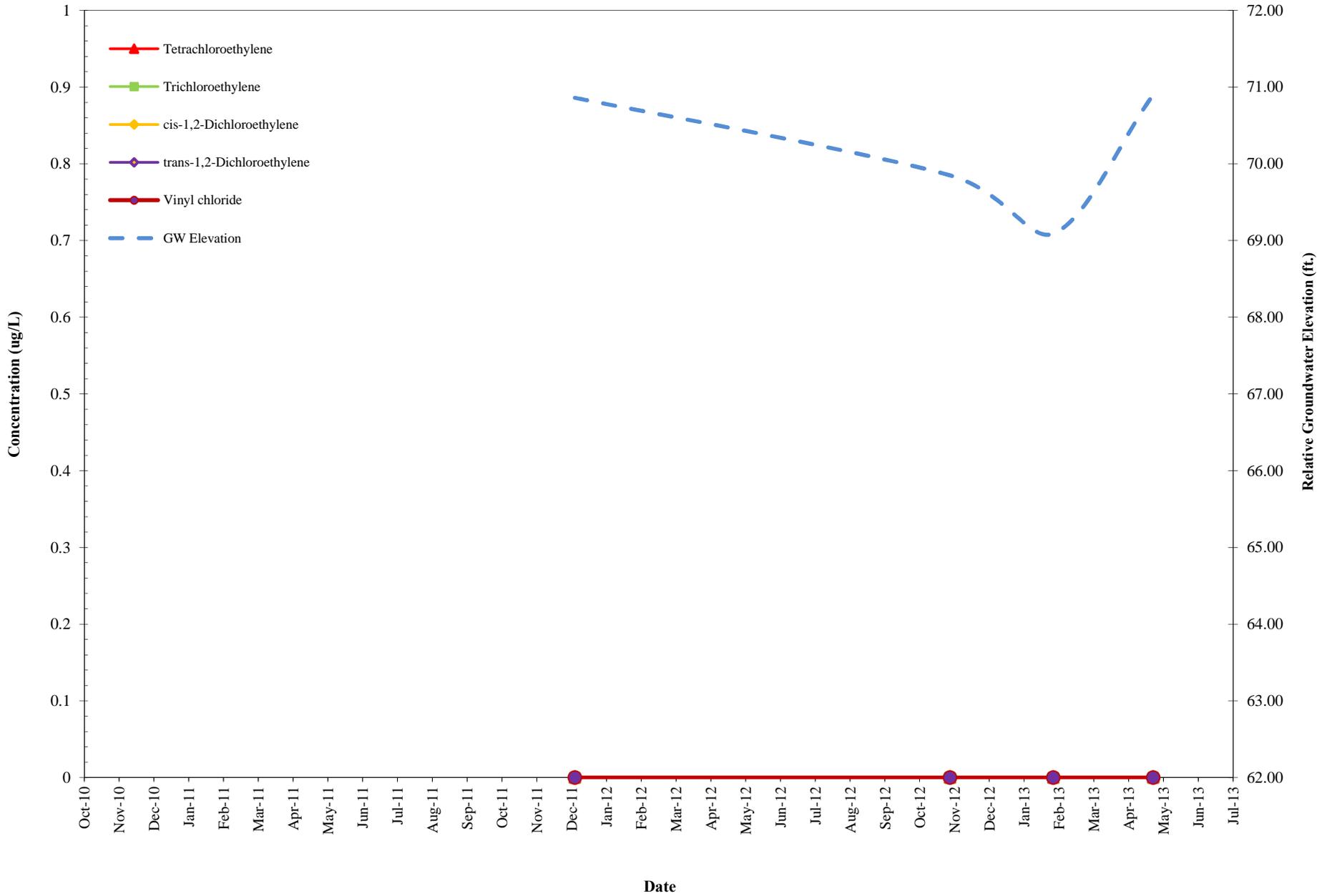
# MW-4 Trend Plot



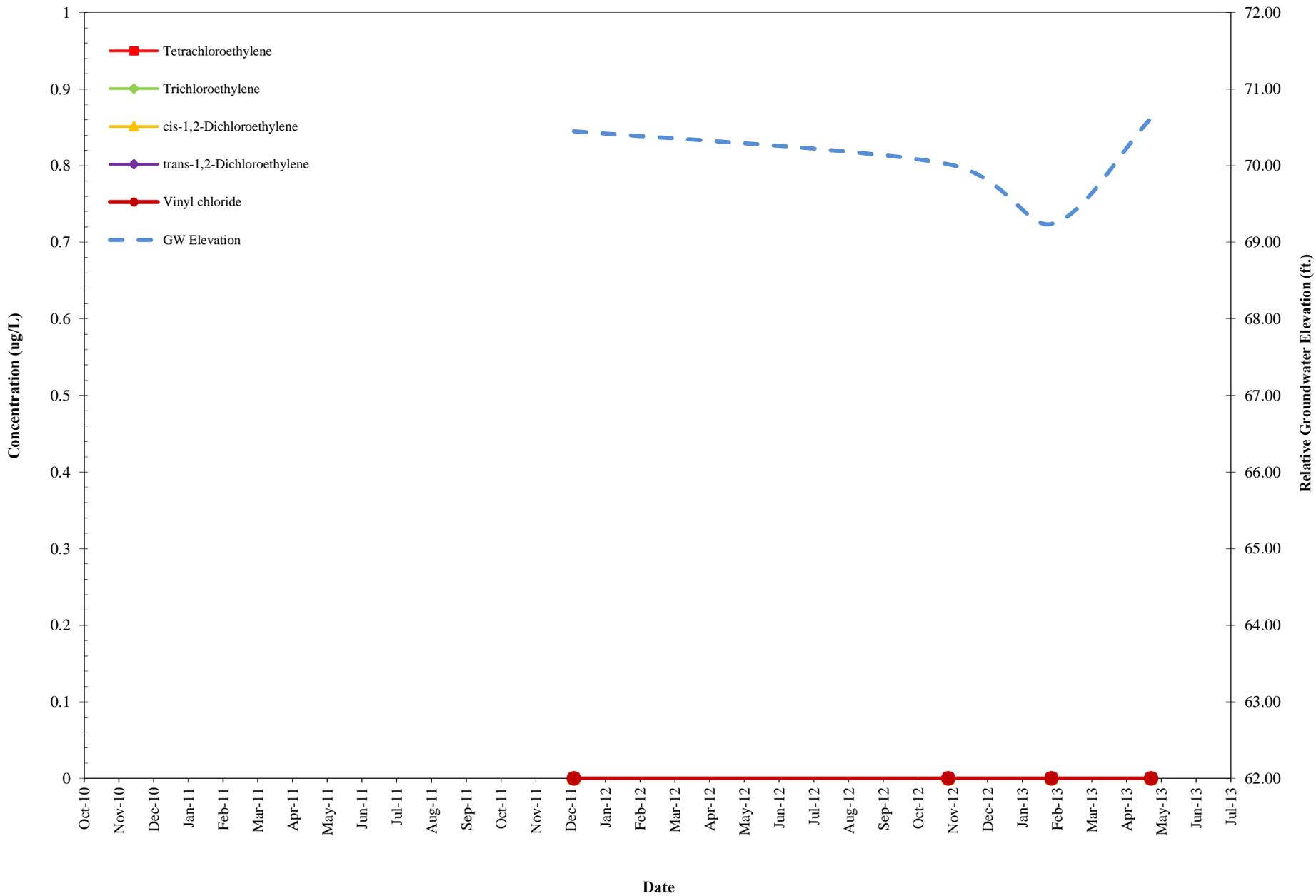
# MW-5 Trend Plot



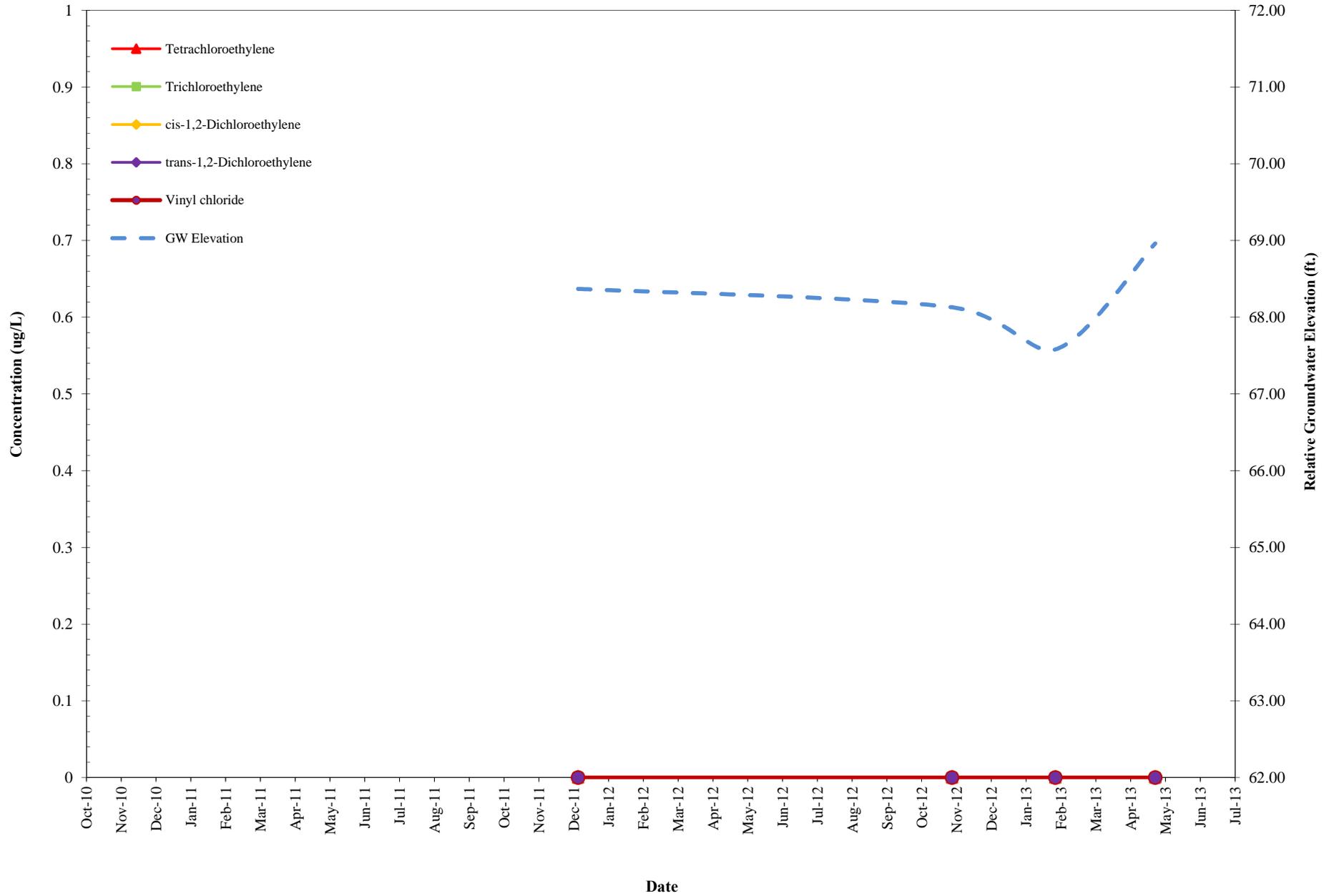
# MW-6 Trend Plot



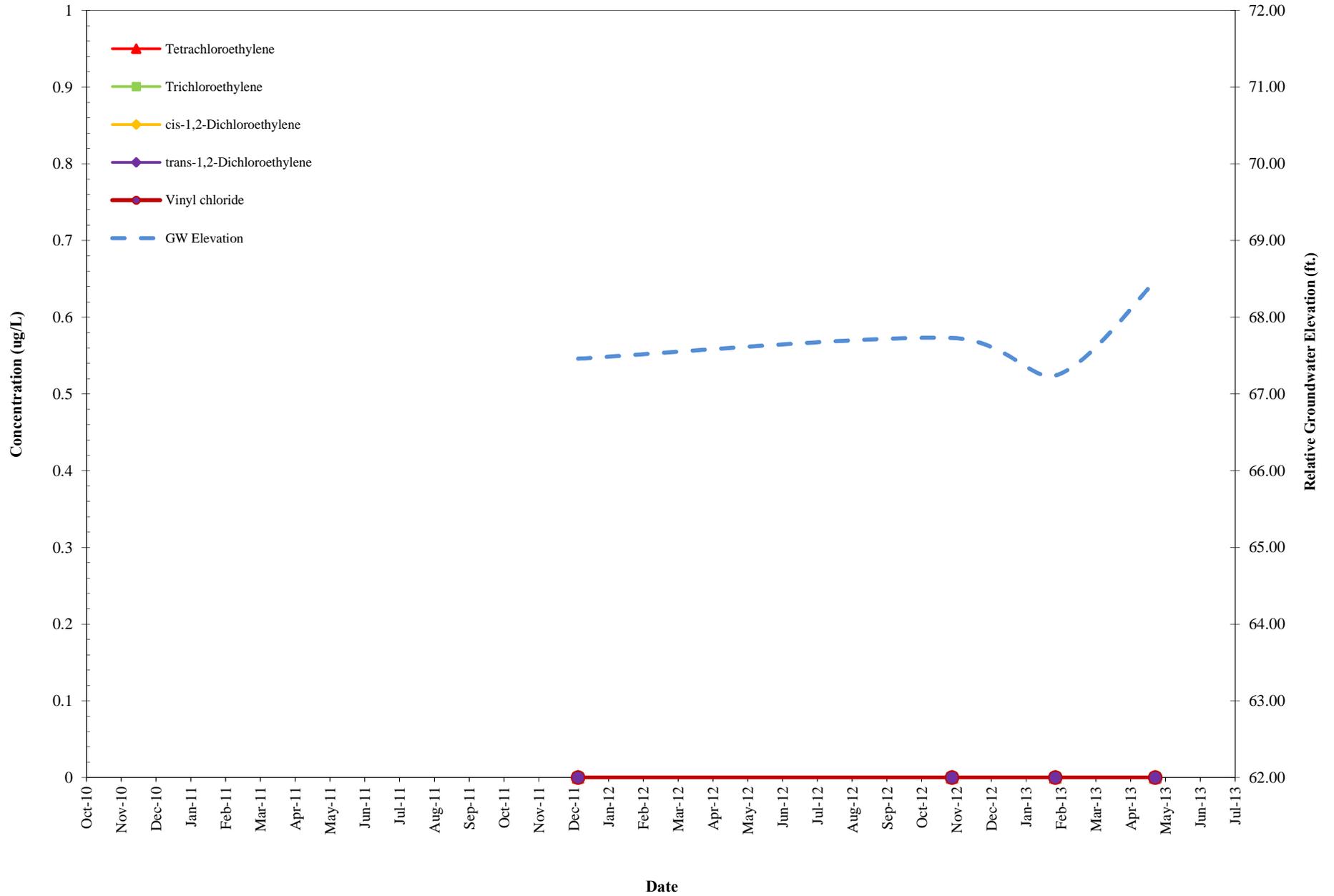
# MW-7 Trend Plot



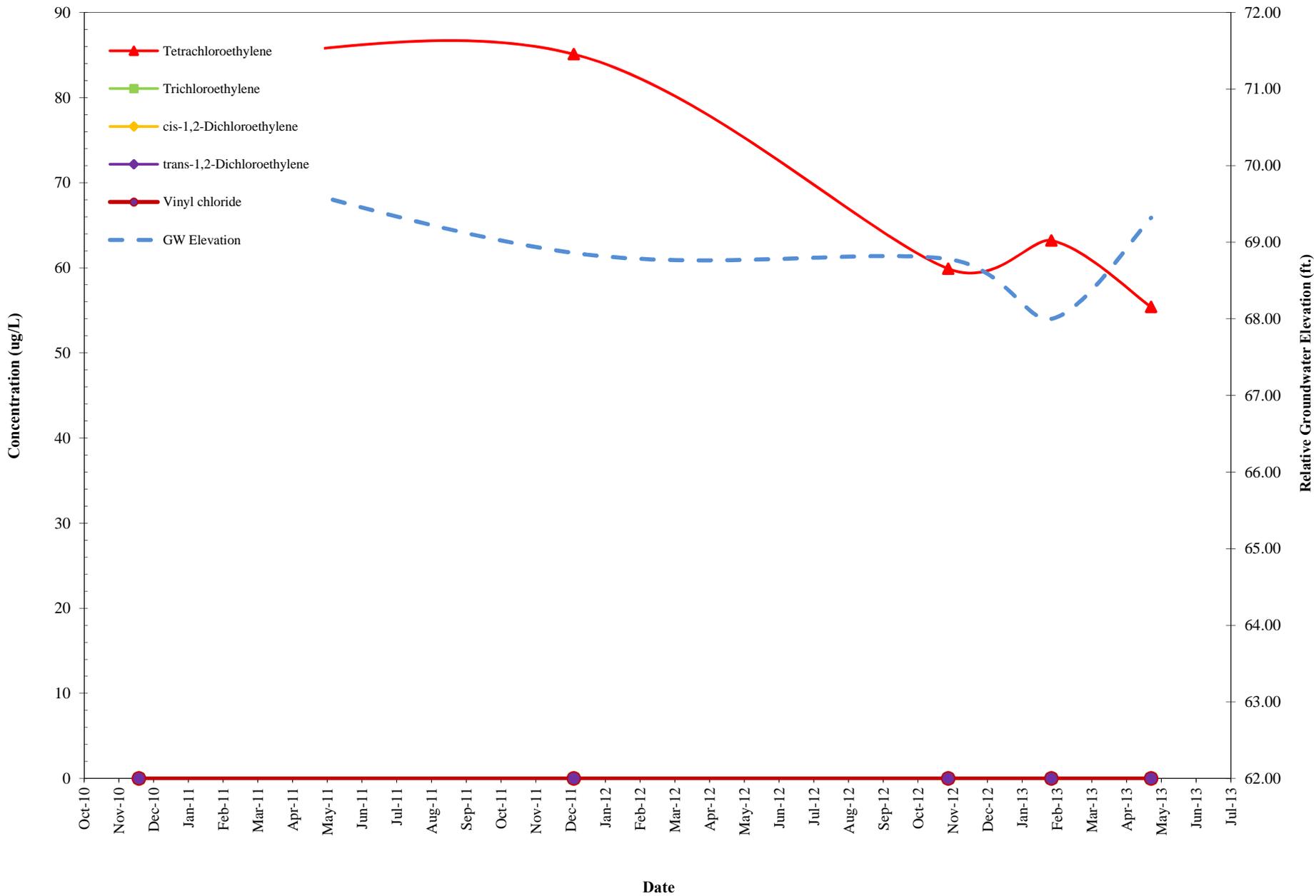
# VMW-7 Trend Plot



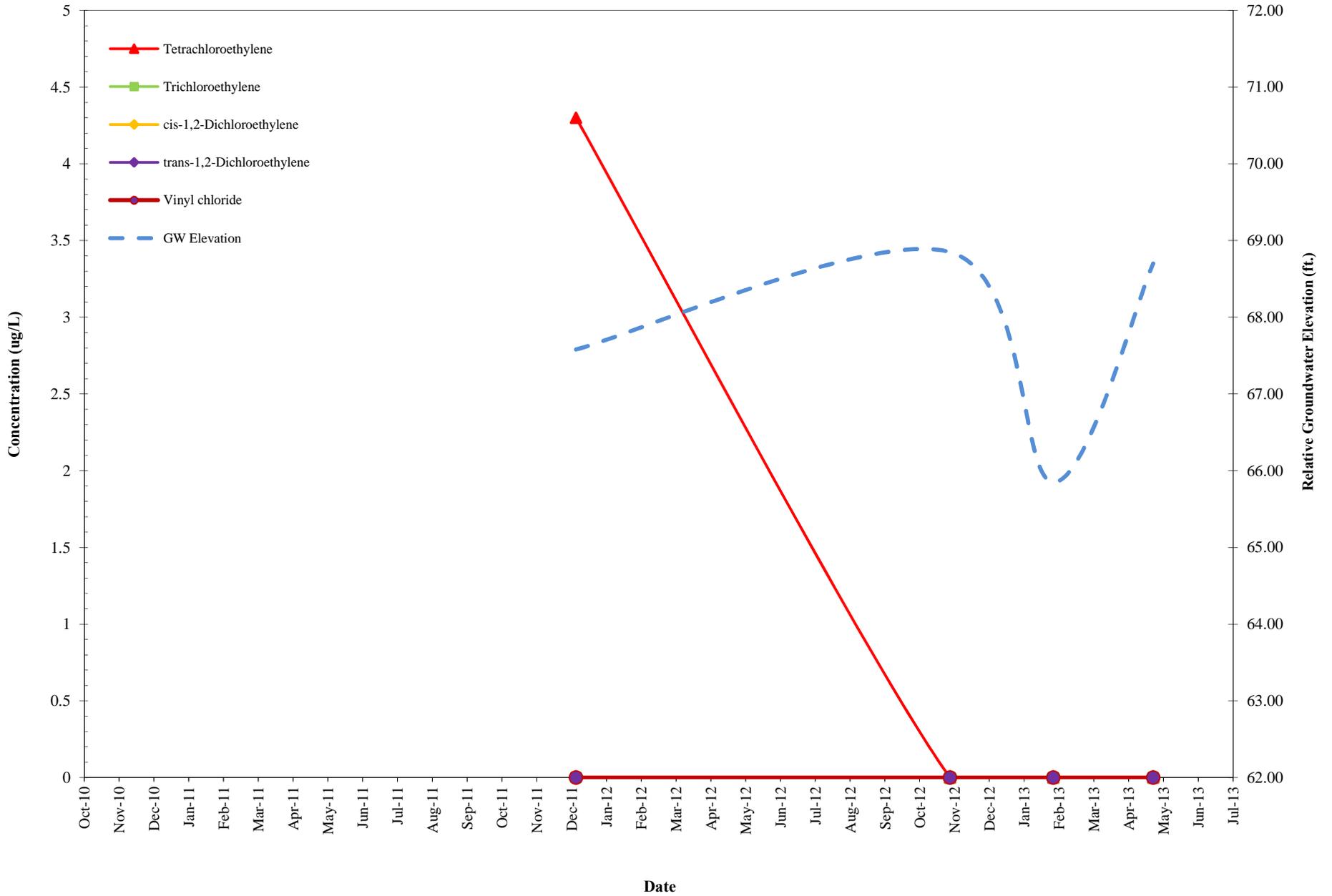
# VMW-11 Trend Plot



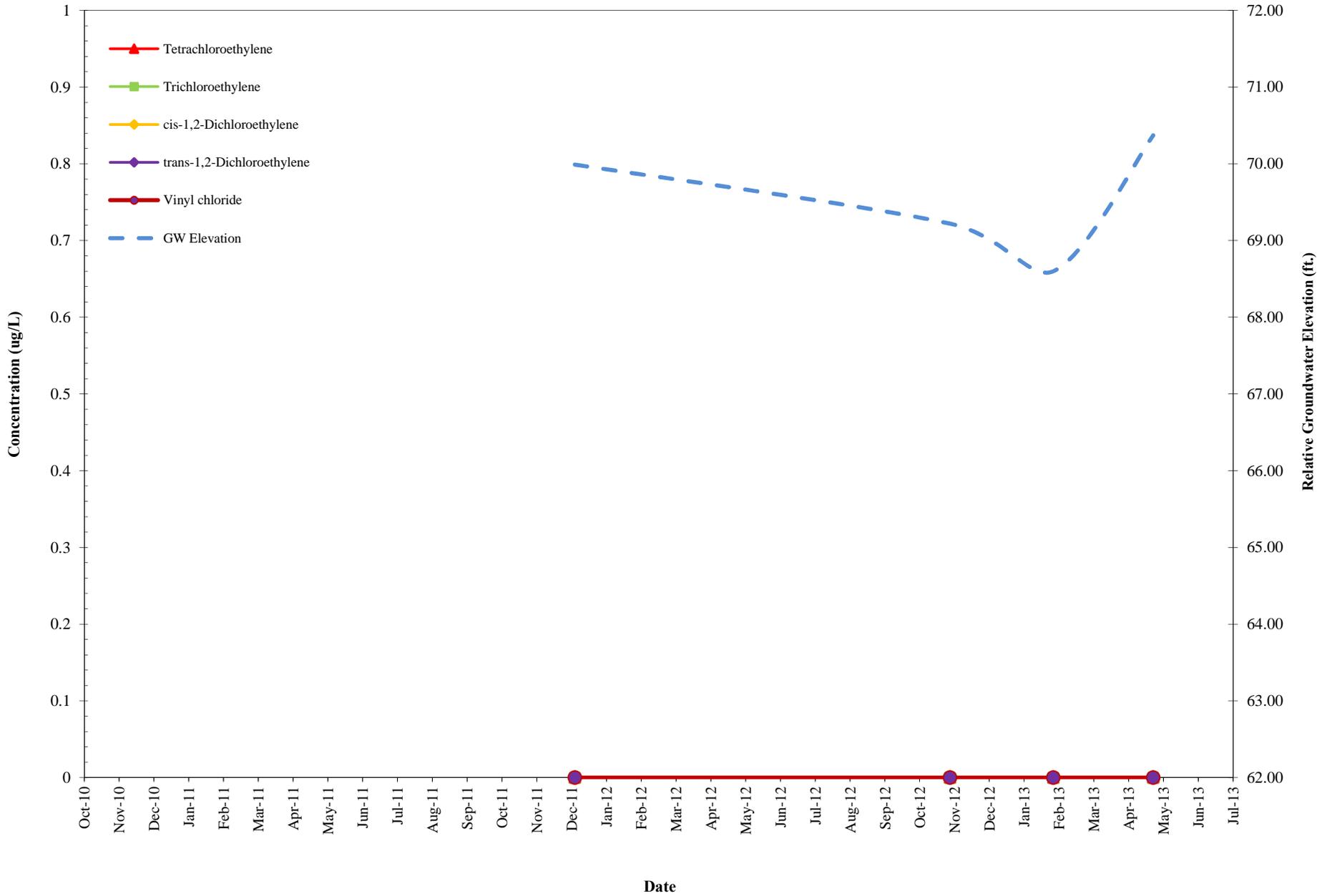
# MW-13 Trend Plot



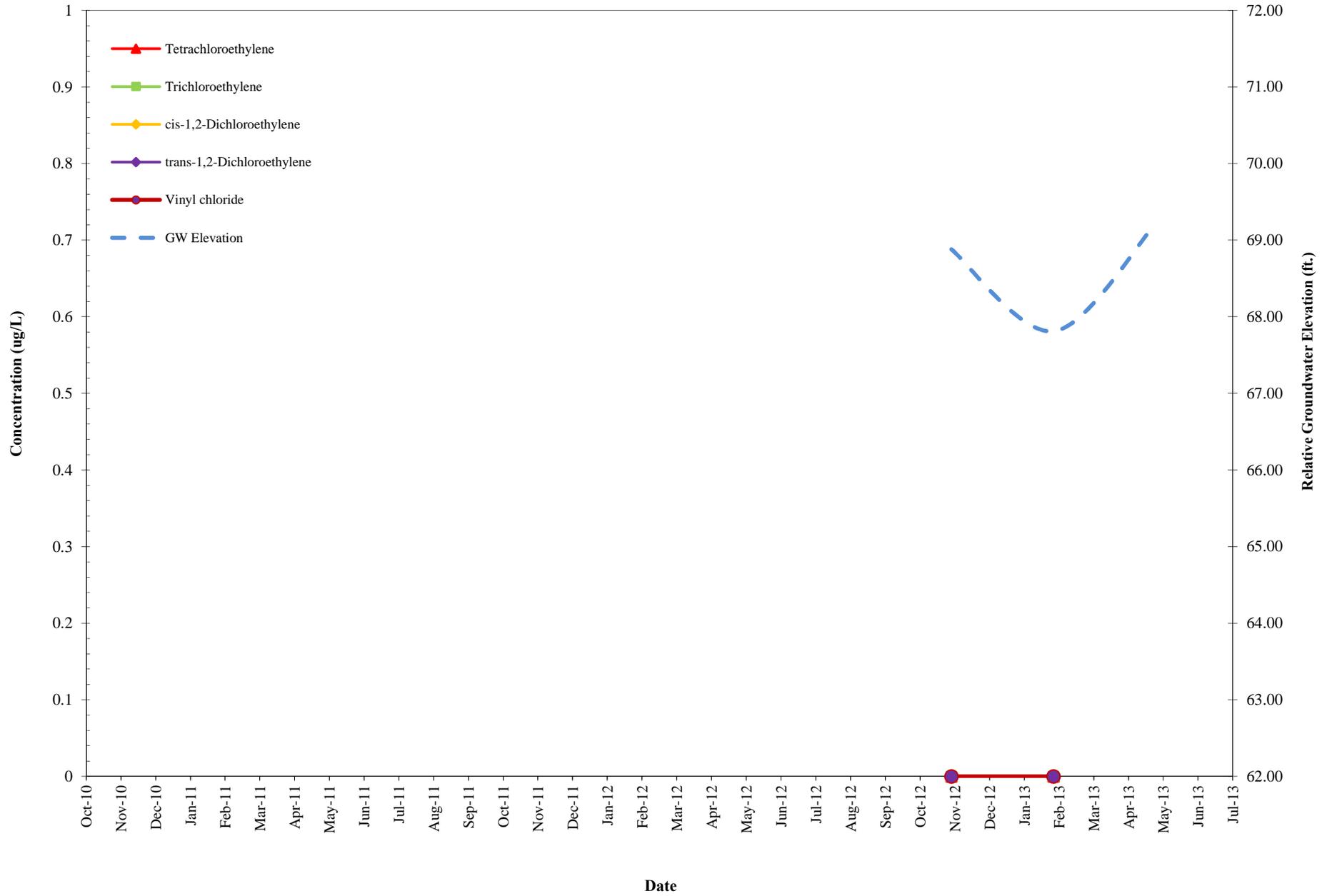
# DMW-1 Trend Plot



# DMW-2 Trend Plot



# MW-5(CC) Trend Plot



# APPENDIX F

PHASE I ESA USER QUESTIONNAIRE  
SALISBURY MALL SITE  
Salisbury, North Carolina  
ESP Proposal No. E6-13625

(Page 1 of 3)

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the user must provide the following information (if available) to the environmental professional. *Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.*

Upon completion, please return the questionnaire to ESP for inclusion in the Phase I ESA report.

1. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

*Not aware of any liens. NCDENR requested permission to place (2) monitoring wells on the Mall property to determine any leaching of contaminants from an adjoining property owner.*

2. Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

*not aware of any limitations*

3. As the user of this Phase I ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

*No*

*J.P. 11/5/13*  
Initial and Date

PHASE I ESA USER QUESTIONNAIRE  
SALISBURY MALL SITE  
Salisbury, North Carolina  
ESP Proposal No. E6-13625

(Page 2 of 3)

4. Does the purchase price being paid for the property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present of the property?

*The purchase price is fair market value.*

5. Are you aware of commonly known or reasonably ascertainable information about the property that would help in the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,
- a) Do you know the past uses of the property?
  - b) Do you know of specific chemicals that are present or once were present at the property?
  - c) Do you know of spills or other chemical releases that have taken place at the property?
  - d) Do you know of any environmental cleanups that have taken place at the property?

*Not aware of any issues with contamination*

6. As the user of this Phase I ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

*Not aware of any, and gave a copy of the current owners' Phase I performed in 2011.*

*G.C. 11/5/13*  
Initial and Date

PHASE I ESA USER QUESTIONNAIRE  
SALISBURY MALL SITE  
Salisbury, North Carolina  
ESP Proposal No. E6-13625

(Page 3 of 3)

The following additional information will aid ESP in completion of the Phase I ESA, but is not necessarily required to qualify for one of the LLPs.

7. What is the name of the current property owner(s), the property(s) physical address(es), and a telephone number(s) where the property owner(s) can be contacted?

*see attached #1*

8. Have you performed chain of title research? If so, please provide a copy to ESP.

*Co. attorney in families with the property, and will begin closing process by the end of this week or Nov. 8th*

9. Type of property transaction, for example, sale, purchase, exchange, etc.

*Purchase of Mall property for future Co. government office space*

10. Identify all parties who will rely on the Phase I ESA report.

*Rowan Co. Government. I need the Phase I completed in the next 3 weeks, for a closing on Nov. 29th, 2013*

*Jay D. [Signature]*  
Preparer's Signature

*11/5/13*  
Date

# **APPENDIX G**

**OWNER INTERVIEW**  
**ESP ASSOCIATES, P.A.**

Date: 11/12/13 Site: Salisbury Mall Site – Salisbury, NC BW06.600 By: Eddie Rogers

- 1) **Contact Name and Telephone Number.**  
- Steven Keels, 704-640-2833
- 2) **Relationship to site and number of years of site knowledge.**  
- Shopping Center Manager since April 1989
- 3) **Past history of site, its owners and activities conducted on site. When was site first developed?**  
-Straw field
- 4) **If farming, industrial or maintenance operations were conducted on site, what chemicals were used and where and how were chemicals stored and disposed?**  
-Environmentally safe
- 5) **Have there been any previous structures on the site?**  
-No
- 6) **What utilities are present on the site (i.e., septic system, water supply well)?**  
-Electrical, municipal water and sewer.
- 7) **Any existing or former USTs or ASTs located on site (i.e., heating oil, gasoline, diesel)?**  
-Previous UST was removed and received a No Further Action letter from NCDENR in 1995. Belk was responsible for upkeep maintenance and paid for removal.
- 8) **Any past releases/fires associated with petroleum or hazardous material on the site? Any existing or pending environmental liens or Land Use Restrictions (LURs) associated with site?**  
-No
- 9) **Any information on adjacent properties that could potentially environmentally impact the subject site?**  
-The current BP station was formally a dry cleaner. The dry cleaner is the reason for the monitoring wells on site.
- 10) **Any areas of buried waste/debris or former lagoons, pits or ponds on the site?**  
-No
- 11) **Any other information about the environmental health of the site that we should know?**  
-No

From: [King, Jay W](#)  
To: [Chris Ward](#)  
Subject: RE: Salisbury Mall  
Date: Friday, November 15, 2013 9:50:47 AM  
Attachments: [DC800006\\_20130618\\_GWMR.pdf](#)

---

Good Morning Chris. Good talking with you too. Please find attached a GWMR for sampling event in May 2013. It is the latest data I have in report form, however, we have completed 2 subsequent sampling events in August and November of this year. Those results will be included in the next report preparation. We are hopeful that these Aug. and Nov. sampling events will show consistent plume stability and I can get this site on the closure path. Just so you know, the consultant Envirotrac is planning to abandon the MWs associated with the Country Cupboard GW incident. I guess they got an NFA. I show some of their MWs and vapor wells on my figures and have arranged to save MW-5cc (between the store and canopy) and MW-13 from abandonment in case the latest GW results don't come back so good!

Also, not in this report. We assessed for off-site vapor intrusion at the McDonalds property. The near slab soil gas results did not exceed the VISLs, so addition indoor air assessment was not warranted. We sampled water supply wells in the area, and everything is OK. Hope this helps. Have a great weekend...



NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENT AND NATURAL RESOURCES

**Jay W. King**

Project Manager – Hydrogeologist  
Dry Cleaning Solvent Cleanup Program  
Superfund Section  
Division of Waste Management  
Phone and Fax: (919) 707-8367  
Email: [Jay.King@ncdenr.gov](mailto:Jay.King@ncdenr.gov)

Website: <http://portal.ncdenr.org/web/wm/dsca>

Physical Address:  
217 West Jones Street  
Raleigh, NC 27603

Mailing Address:  
1646 Mail Service Center  
Raleigh, NC 27699-1646

***E-mail correspondence to and from this address may be subject to the  
North Carolina Public Records Law and may be disclosed to third parties.***



**Please consider the environment before printing this e-mail**

---

**From:** Chris Ward [mailto:cward@espassociates.com]  
**Sent:** Thursday, November 14, 2013 9:56 AM  
**To:** King, Jay W  
**Subject:** Salisbury Mall

Hello Jay,

Good talking with you again. Like I mentioned, on behalf of Rowan County, we are performing a Phase I ESA on the Salisbury Mall property. As such, I am interested in the latest data regarding the Highlander Center Laundry (DSCA ID 80-0006). The mall property has several monitoring wells associated with the drycleaner including monitoring well MW-4. Any information would be appreciated.

Thanks

Chris

**Christopher J. Ward, PG, RSM**

*ESP Associates, P.A.*

803-835-0915 (Direct)

704-506-7618 (Mobile)

P.O. Box 7030

Charlotte, NC 28241

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**TELEPHONE INTERVIEW QUESTIONS**  
***ESP ASSOCIATES, P.A.***

Date: 11/15/13 Site: Salisbury Mall Site – Salisbury, NC BW06.600 By: Chris Ward

**Contact Name:** Dan Graham with NCDENR UST Section 704-663-1699

Dan stated that he is familiar with the Salisbury Mall site and the Country Cupboard LUST site located across Statesville Boulevard. He said that the Country Cupboard had a release many years ago and the monitoring well was installed on the mall property in the mid-1990s. He said that no impact has been associated with the mall monitoring well since the Country Cupboard plume does not extend off-site. He said that they are in the process of public notification for closing out the release at the Country Cupboard site.

He said that he did not know of any other environmental concerns regarding the mall site. He said that the former diesel UST associated with the emergency generator received a NFA and is not a concern. He knew of the Highlander Center Laundry release site but he also understands that that release is going toward closure. He said you would need to talk with Jay King to get info on that release site.

**TELEPHONE INTERVIEW QUESTIONS**  
***ESP ASSOCIATES, P.A.***

Date: 11/14/13 Site: Salisbury Mall Site – Salisbury, NC BW06.600 By: Chris Ward

**Contact Name:** Jay King with NCDENR DSCA Program 919-707-8367

Jay stated that he is familiar with the Salisbury Mall site and the DSCA Program site, Highlander Center Laundry, located across Statesville Boulevard. He said that the Highlander is fully assessed and is going to be issued a NFA based on RBCA since a nearby water supply was recently abandoned; therefore, no other receptors are in the area. He said that they recently conducted a soil vapor intrusion study at the McDonald's and that they did not detect any issues with vapor intrusion. He said that the two monitoring wells on the mall property are associated the assessment of the drycleaner and that no impact above standards has been detected in the monitoring wells. He said that any remaining groundwater impacted is restricted to the drycleaner site. He said that he would go ahead and forward by email the latest report on the Highlander site.

He said that he understands that the nearby Country Cupboard UST release site is about to be issued a NFA for its release by the UST Section.

**TELEPHONE INTERVIEW QUESTIONS**  
***ESP ASSOCIATES, P.A.***

Date: 11/08/13 Site: Salisbury Mall Site – Salisbury, NC BW06.600 By: Eddie Rogers

**Contact Name:** Captain Rick Barkley of the Salisbury Fire Department

Captain Barkley stated that his department has not responded to any fires or spills involving petroleum or hazardous materials on or in the immediate vicinity of the Salisbury Mall Site.

Site Name: Salisbury Mall

Date: 10.8.13

Name of Person Walking Site: E. Rogers Initial: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Name of Owner Representative present during tour: Steven Keels, Shopping Center Manager

No.	Question	Yes	No	Unk	N/A	Remarks
1	Describe present use of site (residential, gas station, commercial, industrial, agriculture, undeveloped, etc.)					commercial, shopping mall
2	Are structures located on the site? Describe nature and condition of any existing structures. Note site improvements.	✓				
3	Any surface water features on or adjacent to site including Industrial Pits, Ponds or Lagoons?		✓			
4	On a map, note name and type of adjacent properties. Also, note if a gas station or site with USTs or ASTs is located in immediate vicinity.					
5	Any electrical transformers on site? Note location of any transformer and any sign of a release (staining, stressed vegetation). Is a non-PCB sticker present?	✓				2 pole mounted <u>3</u> each; 7 pole mounted
6	Any USTs present on site? Look for stickup and signs associated with a UST (i.e., fill or vent ports, cuts in asphalt, ground depressions, piping on building walls). Note its content.		✓			
7	Any ASTs present on site? Measure length and width of tank and note its content. Any signs of a release (staining, stressed vegetation)?	✓				50 gal for backup generator, see pic
8	Any water supply wells or monitor wells on site? If so mark their location and type on a map.	✓				2 monitor wells
9	Are site structures connected to an on-site septic system? If so note its possible location on a map.		✓			
10	Areas of stressed vegetation, soil staining, pools of liquid, noxious odors, corrosion or petroleum sheen?		✓			
11	Any drums, empty or filled or other containers present? Describe their size, labeling, condition, number and whether they are empty or not.		✓			
12	Areas of dumped debris? If so, note location and general makeup. Note any staining or chemical odor.		✓			
13	Any signs of significant equipment maintenance conducted on site (i.e., stained soils or concrete pad, discarded car parts, etc.)?		✓			
14	Any signs of fill or soil mounds which could indicate buried waste or impacted soil brought on site?		✓			
15	What utilities are present at site? Any underground or aboveground utility easements (i.e., petroleum pipeline, sewer/stormwater, overhead power).					above and underground electrical natural gas, sewer, water utilities; stormwater drainage
16	How is waste disposed at the site? Dumpsters?					Dumpsters and 30 yd <sup>3</sup> compactors
17	What chemicals or products are used on the site? Are MSDS available?	✓				Various cleaning products
18	How is the site's building's HVAC system powered? i.e., natural gas, electricity, fuel oil, etc.					
19	Is site equipped with an oil/water separator?					
20	Can you see tanks or other environmental concerns on adjacent property?	✓				monitor wells on adjacent properties
21	Other remarks					

# APPENDIX H



**Rowan County Government**  
TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b> NORTH SALISBURY REALTY LLC	<b>Owner's Mailing Address</b> 150 GREAT NECK RD STE 304 GREAT NECK, NY 11021-0000	<b>Property Location Address</b> 1951 STATESVILLE BLVD																						
<b>Administrative Data</b> Parcel ID No. <b>331 143</b> OLD Tax ID PIN <b>331 143</b> Owner ID <b>6319197</b> Tax District <b>101 - SALISBURY-1N</b> Land Use Code Land Use Desc Neighborhood <b>01431</b>	<b>Administrative Data</b> Legal Desc <b>2.17AC</b> Deed Year Bk/Pg <b>2012 - 1193 / 645</b> Plat Bk/Pg            /	<b>Valuation Information</b> Market Value \$ <b>706,848</b> Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ <b>706,848</b> If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.																						
<b>Improvement Detail</b> (1st Major Improvement on Subject Parcel) <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Year Built</td> <td>1978</td> </tr> <tr> <td>Built Use/Style</td> <td>THEATER</td> </tr> <tr> <td>Current Use</td> <td>C+- / QUALITY C+-</td> </tr> <tr> <td>Grade</td> <td>C+- / QUALITY C+-</td> </tr> <tr> <td>* Percent Complete</td> <td>100</td> </tr> <tr> <td>Heated Area (S/F)</td> <td>16,635</td> </tr> <tr> <td>Fireplace (Y/N)</td> <td>N</td> </tr> <tr> <td>Basement (Y/N)</td> <td>N</td> </tr> <tr> <td>** Bedroom(s)</td> <td>0</td> </tr> <tr> <td>** Bathroom(s)</td> <td>0 Full Bath(s) 0 Half Bath(s)</td> </tr> <tr> <td>*** Multiple Improvements</td> <td>001</td> </tr> </table> <p>* Note - As of January 1                  ** Note - Bathroom(s), Bedroom(s), shown for description only                  *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>			Year Built	1978	Built Use/Style	THEATER	Current Use	C+- / QUALITY C+-	Grade	C+- / QUALITY C+-	* Percent Complete	100	Heated Area (S/F)	16,635	Fireplace (Y/N)	N	Basement (Y/N)	N	** Bedroom(s)	0	** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)	*** Multiple Improvements	001
Year Built	1978																							
Built Use/Style	THEATER																							
Current Use	C+- / QUALITY C+-																							
Grade	C+- / QUALITY C+-																							
* Percent Complete	100																							
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Basement (Y/N)	N																							
** Bedroom(s)	0																							
** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)																							
*** Multiple Improvements	001																							

**Building Sketch**

**No Sketch Available**

**Land Supplemental**

Deeded Acres	<b>0</b>
Tax District Note	<b>101 - SALISBURY IN</b>
Present-Use Info	

**Improvement Valuation (1st Major Improvement on Subject Parcel)**

* Improvement Market Value \$	** Improvement Assessed Value \$
<b>175,145</b>	<b>175,145</b>

\* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal  
 \*\* Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

**Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)**

Land Full Value (LFV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$
<b>531,703</b>	<b>531,703</b>	<b>531,703</b>

\*\* Note: If PUV equal LMV then parcel **has not** qualified for present use program



# Rowan County Government

TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b> NORTH SALISBURY REALTY LLC	<b>Owner's Mailing Address</b> 150 GREAT NECK RD STE 304 GREAT NECK, NY 11021-0000	<b>Property Location Address</b> W JAKE ALEXANDER BLVD
---	--	---

<b>Administrative Data</b> Parcel ID No. <b>331 2240001</b> OLD Tax ID PIN <b>331 224</b>  Owner ID <b>6319197</b>  Tax District <b>101 - SALISBURY-1N</b>  Land Use Code Land Use Desc  Neighborhood <b>01431</b>	<b>Administrative Data</b> Legal Desc <b>4.93AC TOTAL</b>  Deed Year Bk/Pg <b>2012 - 1193 / 645</b> Plat Bk/Pg        /	<b>Valuation Information</b>  Market Value \$ <b>439,825</b>  Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal  <b>Assessed Value \$ 439,825</b>  If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.
--	---	--

<b>Improvement Detail</b> (1st Major Improvement on Subject Parcel)	
Year Built	0
Built Use/Style	
Current Use	/
Grade	/
* Percent Complete	0
Heated Area (S/F)	0
Fireplace (Y/N)	N
Basement (Y/N)	N
** Bedroom(s)	0
** Bathroom(s)	0 Full Bath(s) 0 Half Bath(s)
*** Multiple Improvements	000
* Note - As of January 1 ** Note - Bathroom(s), Bedroom(s), shown for description only *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements	

**Building Sketch**

**No Sketch Available**

**Land Supplemental**

Deeded Acres	<b>0</b>
Tax District Note	<b>101 - SALISBURY IN</b>
Present-Use Info	

**Improvement Valuation (1st Major Improvement on Subject Parcel)**

* Improvement Market Value \$	** Improvement Assessed Value \$
<b>0</b>	<b>0</b>

\* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal  
 \*\* Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

**Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)**

Land Full Value (LFV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$
<b>439,825</b>	<b>439,825</b>	<b>439,825</b>

\*\* Note: If PUV equal LMV then parcel **has not** qualified for present use program



**Rowan County Government**  
TAX ADMINISTRATION RECORD SEARCH

<b>Property Owner</b> WELLS FARGO BANK NA TRUSTEE ATTN: MIKE DICKERSON	<b>Owner's Mailing Address</b> 5221 N O'CONNOR BLVD STE 600 %C-111 ASSET MANAGEMENT LLC IRVING, TX 75039-0000	<b>Property Location Address</b> 1935 W JAKE ALEXANDER BLVD																						
<b>Administrative Data</b> Parcel ID No. <b>331 078</b> OLD Tax ID PIN <b>331 078</b> Owner ID <b>6311909</b> Tax District <b>101 - SALISBURY-4N</b> Land Use Code Land Use Desc Neighborhood <b>01431</b>	<b>Administrative Data</b> Legal Desc <b>25.56AC</b> Deed Year BK/Pg <b>2011 - 1177 / 818</b> Plat BK/Pg         /	<b>Valuation Information</b> Market Value \$ <b>6,131,114</b> Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ <b>6,131,114</b> If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.																						
<b>Improvement Detail</b> (1st Major Improvement on Subject Parcel) <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Year Built</td> <td><b>1985</b></td> </tr> <tr> <td>Built Use/Style</td> <td><b>SHOPPING MALLS</b></td> </tr> <tr> <td>Current Use</td> <td><b>C-10 / QUALITY C-10</b></td> </tr> <tr> <td>Grade</td> <td><b>C-10 / QUALITY C-10</b></td> </tr> <tr> <td>* Percent Complete</td> <td><b>100</b></td> </tr> <tr> <td>Heated Area (S/F)</td> <td><b>141,593</b></td> </tr> <tr> <td>Fireplace (Y/N)</td> <td><b>N</b></td> </tr> <tr> <td>Basement (Y/N)</td> <td><b>N</b></td> </tr> <tr> <td>** Bedroom(s)</td> <td><b>0</b></td> </tr> <tr> <td>** Bathroom(s)</td> <td><b>0 Full Bath(s) 0 Half Bath(s)</b></td> </tr> <tr> <td>*** Multiple Improvements</td> <td><b>006</b></td> </tr> </table> <p>* Note - As of January 1                  ** Note - Bathroom(s), Bedroom(s), shown for description only                  *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</p>			Year Built	<b>1985</b>	Built Use/Style	<b>SHOPPING MALLS</b>	Current Use	<b>C-10 / QUALITY C-10</b>	Grade	<b>C-10 / QUALITY C-10</b>	* Percent Complete	<b>100</b>	Heated Area (S/F)	<b>141,593</b>	Fireplace (Y/N)	<b>N</b>	Basement (Y/N)	<b>N</b>	** Bedroom(s)	<b>0</b>	** Bathroom(s)	<b>0 Full Bath(s) 0 Half Bath(s)</b>	*** Multiple Improvements	<b>006</b>
Year Built	<b>1985</b>																							
Built Use/Style	<b>SHOPPING MALLS</b>																							
Current Use	<b>C-10 / QUALITY C-10</b>																							
Grade	<b>C-10 / QUALITY C-10</b>																							
* Percent Complete	<b>100</b>																							
Heated Area (S/F)	<b>141,593</b>																							
Fireplace (Y/N)	<b>N</b>																							
Basement (Y/N)	<b>N</b>																							
** Bedroom(s)	<b>0</b>																							
** Bathroom(s)	<b>0 Full Bath(s) 0 Half Bath(s)</b>																							
*** Multiple Improvements	<b>006</b>																							

**Building Sketch**

**No Sketch Available**

**Land Supplemental**

Deeded Acres	<b>0</b>
Tax District Note	<b>101 - SALISBURY IN</b>
Present-Use Info	

**Improvement Valuation (1st Major Improvement on Subject Parcel)**

* Improvement Market Value \$	** Improvement Assessed Value \$
<b>2,742,044</b>	<b>2,742,044</b>

\* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal  
 \*\* Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

**Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)**

Land Full Value (LFV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$
<b>3,389,070</b>	<b>3,389,070</b>	<b>3,389,070</b>

\*\* Note: If PUV equal LMV then parcel **has not** qualified for present use program

# **APPENDIX I**

**EDUCATION**

- > University of South Carolina at Charlotte, Bachelor of Science in Geology

**PROFESSIONAL REGISTRATIONS**

- > NC Registered Professional Geologist #1600
- > SC Registered Professional Geologist #980
- > North Carolina Registered Site Manager (RSM)

**PROFESSIONAL CERTIFICATIONS**

- > OSHA 40-Hr HAZWOPER
- > OSHA 8-Hr Refreshers
- > SC DHEC Certified Class I UST Site Rehabilitation Consultant
- > SC SHF&DA Environmental Professional
- > 36 Hour Wetland Delineation Course

**PROFESSIONAL AFFILIATIONS**

- > South Carolina Association of Environmental Professionals
- > Geological Society of America

**CHRISTOPHER J. WARD, PG, RSM**  
**ENVIRONMENTAL DEPARTMENT MANAGER****PROFILE**

Mr. Ward began his environmental career in 1987 and joined ESP Associates, P.A. in 2004 to manage environmental services at the firm. Mr. Ward has successfully managed numerous environmental projects including petroleum distribution terminal and pipeline, UST, NPL, landfill, brownfield, industrial and metal plating sites. His experience in environmental geology includes multi-media sampling, stratigraphic mapping, aquifer characterization, monitor and recovery well network design and installation, fate and transport modeling, remedial system design, installation and operation, soil vapor studies, RBCA, expert witness, Phase I ESAs, NEPA reviews, Brownfields, RCRA, environmental permitting, and compliance management.

**ROLES AND RESPONSIBILITIES IN PAST PROJECTS OF SIMILAR NATURE****NCDENR Pre-Regulatory Landfill Contract - Statewide, NC**

Program Manager for a five-year contract to assess and remediate pre-regulatory landfills and dumps across the state. Assessment activities have included soil, sediment, surface water and groundwater sampling and laboratory analysis, waste boundary delineation and characterization using geophysical and intrusive methods, sensitive environment and receptor surveys, and vapor studies.

**Former Gas Station - Salisbury, NC**

Project involved the performance of a Phase I ESA prior to the planned redevelopment of this former gas station site which was originally constructed around 1950 and rebuilt in 1969. A number of RECs were identified including an existing oil/water separator; potential orphan USTs; and existing pump islands and their associated underground fuel lines. A subsequent Phase II soil assessment confirmed the presence of petroleum-impacted soils at the site while a geophysical study confirmed the presence of orphan USTs and underground piping.

**Upper Coastal Plain Brownfields Coalition COG - Wilson, NC**

As part of a US EPA Brownfields rural revitalization grant, managed inventorying of potential Brownfields sites across a four county region. Participated in meetings with county and city managers and conducted Phase I ESAs on seven sites including closed hardboard manufacturing plant, former car dealership, former bank, convenience store, closed community hospital, former railroad depot, and a vacant high school.

**Silo Brownfields Site - Charlotte, NC**

Provided environmental consulting services for client involved in redevelopment of this Brownfields property. Activities included Phase I ESA reporting followed by the characterization and reporting of site groundwater, soil and soil vapor conditions along with waste disposal and regulatory interface.

**Morehead Common Site - Charlotte, NC**

Managed environmental operations at the Morehead Common site being developed as a mixed-use residential/commercial development on 22 acres of urban tract located just southwest of uptown Charlotte. The site was formerly occupied by commercial, industrial and warehouse properties before they were razed prior to mass grading operations. During mass grading, six separate areas of orphan USTs and associated petroleum impacted soils were encountered. ESP directed immediate abatement measures in each area to minimize additional impact while performing required regulatory notifications. Client was concerned that abatement measures would interfere with their critical mass grading schedules; therefore, all environmental abatement measures were performed on an expedited timeframe. Following excavation of impacted soils, performance of confirmatory soil sampling, and off-site disposal of impacted soils, ESP submitted required reports and received NFA letters from NCDENR for the releases.

**CHRISTOPHER J. WARD, PG, RSM**  
CONTINUED**JacksonLea Facility - Conover, NC**

Project manager for the assessment and remediation of free-phase toluene at this industrial facility. Managed recovery operations which consisted on the design, permitting and installation of a dual-phase extraction (DPE) system consisting of on-site and off-site recovery wells. During first six months of operation, the DPE system reduced free-phase toluene thickness from 1.4 feet to less than 0.01 feet and decreased the off-site dissolved toluene concentration from 250,000 ppb to 64 ppb.

**NPC Services NPL Site - Baton Rouge, LA**

Managed extensive assessment and remediation of chlorinated solvent impact over large area comprised of bayou and bluff deposits with field work conducted under Level B PPE. Supervised large project team composed of geologists, engineers, biologists and technicians involved in the assessment and remediation of extensive DNAPL accumulations. Prepared numerous USEPA submittals associated with the assessment and remediation of this large NPL site.

**BP Amoco - North Carolina and South Carolina**

Successfully lead team of geologists, engineers and technicians responsible for the management of environmental liabilities for a large portfolio of service station, terminal and pipeline sites. Conducted monthly internal meetings with client to discuss portfolio benchmarks and objectives. Selected by BP Amoco for a number of awards for innovative remedial approaches and exemplary performance.

**Former Pelton & Crane Brownfield Site - Charlotte, NC**

As part of the redevelopment of this Brownfields and REC Program site, ESP worked with former owners, client and regulatory agencies to ensure safe handling of site soils during construction activities and compliance with regulations. Project involved monitoring of excavation activities, collection and analysis of soil gas and soil samples, contaminated soil disposal and reporting.

**Ranlo Dump Site - Ranlo, NC**

Managed cleanup and reporting activities at the site following discovery of a debris filled drainage feature on the undeveloped property being cleared for residential development. An assessment identified petroleum, metals and pesticide contaminants within the debris and underlying soils. The debris originated from a former textile mill located in the area. The presence of the contamination was delaying development of the property and client was needing a clean site to obtain needed capital investments. After numerous discussions with NCDENR on appropriate divisional regulatory oversight, approximately 2,300 tons of impacted debris and soil were excavated and transported off-site for permitted disposal at a municipal solid waste landfill. Following receipt of acceptable post-excavation confirmatory soil sampling results, ESP prepared a Soil Closure Report requesting No Further Action (NFA). NCDENR's Hazardous Waste Section subsequently issued an FA letter and the site is currently being developed as a residential neighborhood.

**Fort Mill Maintenance Facility - Fort Mill, SC**

The approximate 2-acre site is the current location of the Fort Mill School District operations facility located in Fort Mill, York County, South Carolina. Prior to the school district occupying the facility, the 2-story building reportedly built in 1925 once served as a National Guard armory. ESP's review of a recent Phase I ESA report identified a number of environmental concerns associated with the property. ESP conducted a Phase II soil assessment which included the collection of soil samples in the area of an existing diesel AST, a former gasoline UST and in the area of recent and past equipment maintenance. Results of the assessment were used as part of due diligence for the sale of the property.



**William Bradner**  
Staff Scientist

### **Education**

- University of South Carolina, Bachelor of Science, Major in Environmental Science
- York Technical College, Associate in Engineering Technology, Major in Mechanical Engineering Technology
- York Technical College, Associate in Applied Science, Major in Engineering Graphics Technology

### **Profile**

Mr. Bradner joined ESP Associates, P.A. in 2013 to support the environmental services department. Mr. Bradner has had the opportunity to provide environmental support on a number of environmental projects including an abandoned gasoline UST site, Phase I ESA sites, and a project involving the evaluation of surface water quality with lake coves. His experience in environmental science has included gathering data from observation wells including groundwater levels and acidity, mapping invasive species locations, measuring stream flow, and documenting general water quality.

### **Project Experience**

#### **South Tryon Street Site – Charlotte, NC**

As part of a NCDENR required Limited Site Assessment, aided in the performance of a receptor survey within a 1,500-foot radius of this gasoline UST release site. The receptor survey included identify surface water features in the area and identifying and contacting property owners within 500-feet of the release site to determine possible presence of water supply wells.

#### **Lake Wylie Site – Mecklenburg County, NC**

Aided in the reduction and graphing of field data and laboratory analytical data related to monitoring surface water quality within several Lake Wylie coves. Documented findings of the surface water testing in a report to be submitted to Mecklenburg County Stormwater Services.

#### **York County Site – York County, SC**

As part of a Phase I ESA, performed a site reconnaissance of this 330-acre heavily wooded site. Documented findings of the site reconnaissance in a Phase I ESA report.

#### **Park South Station – Charlotte, NC**

Completed the site walkthrough and reporting for a Phase 1 ESA on this partially built-out 120 acre multi and single-family residential development.

#### **Audubon Lake – Lancaster County, SC**

Completed the site walkthrough and reporting for a Phase 1 ESA on the partially built-out 125 acre single-family residential development.



## **EDGAR E. ROGERS**

Senior Environmental Scientist

### **Education**

University of North Carolina at Wilmington - BA Geology / Chemistry Minor

### **Certifications**

OSHA 40-Hour HAZWOPER Training

OSHA 8-Hour HAZWOPER Refreshers

OSHA 8-Hour Confined Space Entry

40-Hour Environmental Construction Site Health and Safety Training

### **Profile**

Mr. Rogers began his environmental career in 1987 and joined ESP Associates, P.A., in 2004. He is currently a senior environmental scientist involved in soil and groundwater assessments, landfill studies, UST closures, source removals, and Phase I Environmental Site Assessments (ESAs). During his career, Mr. Rogers has managed and supervised personnel in numerous environmental-related activities for private and commercial projects along with COE, DOD and NCDENR environmental projects. His extensive environmental experience includes subsurface geologic investigations, stratigraphic mapping, landfill delineation and characterization studies, installation and maintenance of wastewater treatment facilities, groundwater remedial system installation and operation, along with permitting and compliance management.

Mr. Rogers also provides support to our geotechnical engineering services by directing and monitoring drilling operations, classifying soil samples in the field, logging soil strata, rock layers, groundwater levels, and collecting other pertinent data for geotechnical evaluations.

### **Project Experience**

#### **Henderson Co. Landfill – Hendersonville, NC**

Responsible for field delineating lateral extent of solid waste within this undocumented approximate 5-acre landfill. Delineation was performed using direct push technology and hollow-stem auger borings to log types and extent of waste materials encountered along with PID readings while recording GPS coordinates to allow for the accurate delineation of landfill boundaries. Delineation was part of a larger program to characterize this undocumented landfill which included soil, sediment, surface water, and groundwater sampling events.

#### **Bunky Gandy's Auto Exchange Site – Huntersville, NC**

Managed field activities including completion of multiple soil borings and monitoring wells at this UST release site. The project involved the assessment and characterization of various releases of gasoline and motor oil from the facility's USTs. Following completion of soil and groundwater assessment activities as documented in UST Closure and Limited Site Assessment reports, petitioned the NCDENR and obtained NFA for the release. Activities were performed on a tight schedule due to an impending property transaction.

#### **Pleasant Road Site – Fort Mill, SC**

Managed drilling operations for a geotechnical investigation of this approximate 25-acre site planned for development as an office/warehouse complex. Geotechnical drilling operations included classifying soil samples in the field, logging soil strata, groundwater levels, and collecting other pertinent data.

#### **Ranlo Dump Site – Ranlo, NC**

Managed cleanup and reporting activities at the site following discovery of a debris filled drainage feature on the undeveloped property being cleared for residential development. An assessment identified petroleum, metals and pesticide contaminants within the debris and underlying soils. The debris originated from a former textile mill located in the area. Approximately 2,300 tons of impacted debris and soil were excavated and transported off-site for permitted disposal at a municipal solid waste landfill. Following receipt of acceptable confirmatory sampling results, submitted a Soil Closure Report requesting and obtaining a NFA notice through the NC IHSB.



**Phase I ESAs – Various locations throughout North and South Carolina**

Performed over 100 Phase I ESAs on sites ranging from large undeveloped property tracts to urban property with existing industry.

**Quantico Marine Base – Quantico, VA**

Supervised approximately 10 field personnel involved in the closure by excavation and removal of more than 100 USTs at the facility.

**Letterkenny Army Depot - Letterkenny, PA**

Supervised approximately 15 field personnel involved in the delineation and subsequent excavation of petroleum-impacted soil. Provided project management for the low thermal desorption of contaminated soils and managed health and safety issues at the site.

**Continental Tire - Charlotte, NC**

Supervised subcontractors and technicians involved in the construction, maintenance and operation of a wastewater treatment facility and a groundwater remediation system.

**Johnston Atoll, Department of Defense Facility - Johnston Island, HI**

Involved in the delineation and excavation of contaminated soils for subsequent on-site low thermal desorption treatment. Duties included acting as a Health and Safety Coordinator for CH2MHILL which involved hazard control, compliance audits, radiological screening and on-site air monitoring.

**Morehead Common Site - Charlotte, NC**

Project site was a 22-acre urban tract located near uptown Charlotte. During site redevelopment, numerous orphan USTs were encountered at six separate areas across the site. Managed field abatement activities which included excavation and off-site disposal of over 5,000 tons of impacted soils while obtaining NFA notices from NCDENR for all six UST release incidents on an expedited schedule.



***Corporate Office***

***Mailing***

*PO Box 7030*

*Charlotte, North Carolina 28241*

***Physical***

*3475 Lakemont Boulevard*

*Fort Mill, South Carolina 29708*

*803.802.2440*

***Raleigh***

*5121 Kingdom Way  
Suite 208  
Raleigh, NC 27607  
919.678.1070*

***Wilmington***

*211 Racine Drive  
Suite 101  
Wilmington, NC 28403  
910.313.6648*

***Greensboro***

*7204 West Friendly Ave.  
Unit G  
Greensboro, NC 27410  
336.334.7724*

***Concord***

*7144 Weddington Road  
NW  
Suite 110  
Concord, NC 28027  
704.793.9855*

***West Columbia Office***

*101 Corporate Blvd  
Suite 109  
West Columbia, SC 29169  
803-705-2229*

***800.960.7317***

***www.espassociates.com***



December 4, 2013

Ms. Kathryn P. Jolly, REM  
Rowan County Government  
2727-D Old Concord Road  
Salisbury, NC 28146

Reference: **RESULTS OF PHASE II SOIL SAMPLING AND ANALYSIS**  
**Salisbury Mall Site**  
Salisbury, North Carolina  
ESP Project No. E6-BW06.600

Dear Ms. Jolly:

As requested, ESP Associates, P.A. is pleased to present results of the recent collection and chemical analysis of two soil samples from the subject site located at 1935 W. Jake Alexander Boulevard in Salisbury, North Carolina (see Figures 1 and 2). As documented in ESP's "Report of Phase I Environmental Site Assessment" dated November 19, 2013, the site's existing approximate 50-gallon diesel above-ground storage tank (AST) used to fuel the site's emergency generator was considered by ESP to be a recognized environmental condition (REC) based on its partially in-ground design which precludes the ability to observe underlying soils for possible leaks.

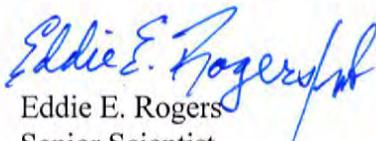
On November 22, 2013, ESP mobilized to the site and collected two soil samples (B-1 and B-2) from borings advanced adjacent to the AST. The soil samples were collected adjacent to the southern and eastern sides of the AST using a decontaminated stainless-steel hand auger advanced to a depth of approximately 2 feet below ground surface (bgs) at each boring location. The surficial approximate foot of the borings consisted of gravel underlain by moist brownish yellow silty clay to the boring's termination depth. No odor or visible staining was observed in recovered soils from either boring. A soil sample from each boring (designated B-1 and B-2) was collected from an approximate depth of 2 feet bgs and transferred from the hand auger into laboratory provided, labeled sample containers for laboratory analysis. The sample containers

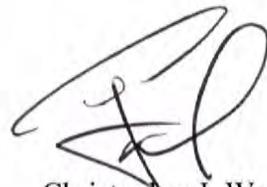
were placed in a cooler on ice and hand delivered under standard chain-of-custody procedures to Pace Analytical in Huntersville, North Carolina for analysis.

The two soil samples (B-1 and B-2) were analyzed by the laboratory for total petroleum hydrocarbons (TPH) for diesel range organics (DRO) and gasoline range organics (GRO) by EPA Methods 3546 and 5035A/5030B, respectively. Results of the laboratory analysis of soil samples B-1 and B-2 revealed that all analytes were reported to be below laboratory reporting limits (see attached Pace Analytical laboratory report).

Based on results of the above sampling activities, ESP concludes that the approximate 50-gallon diesel AST has not leaked and impacted underlying soil and thus is no longer considered by ESP to be a REC. ESP appreciates the opportunity to provide environmental services to Rowan County Government. If you should have any questions concerning this matter, please do not hesitate to contact us at (803) 802-2440.

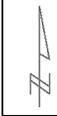
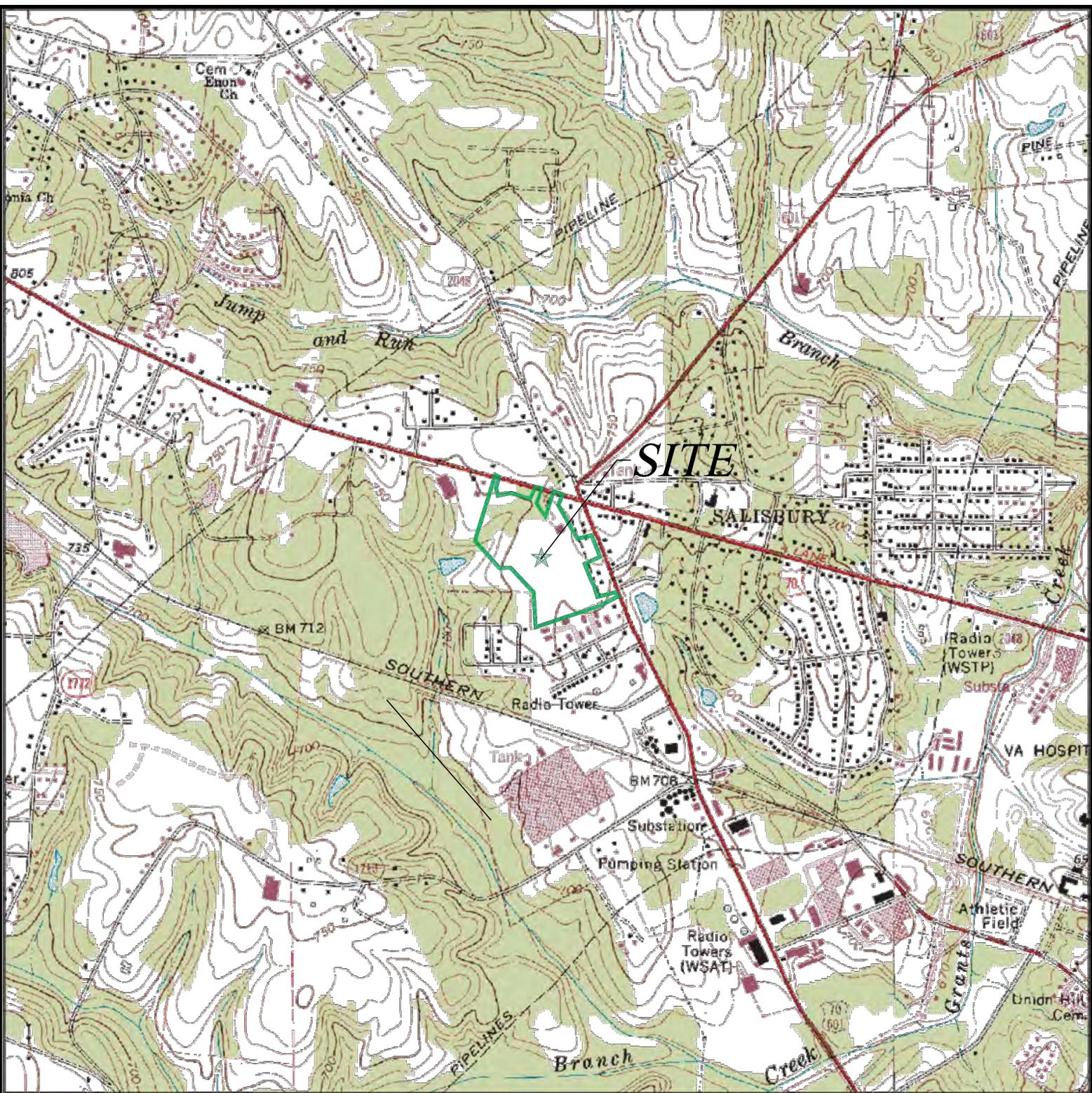
Sincerely,  
**ESP Associates, P.A.**

  
Eddie E. Rogers  
Senior Scientist

  
Christopher J. Ward, PG  
Environmental Department Manager  
NC Registration No. 1600

Attachments

- Figure 1 - Topographic Site Location Map
- Figure 2 - Tax Parcel ID Map
- Site Photographs
- Pace Analytical Laboratory Report



**LEGEND:**

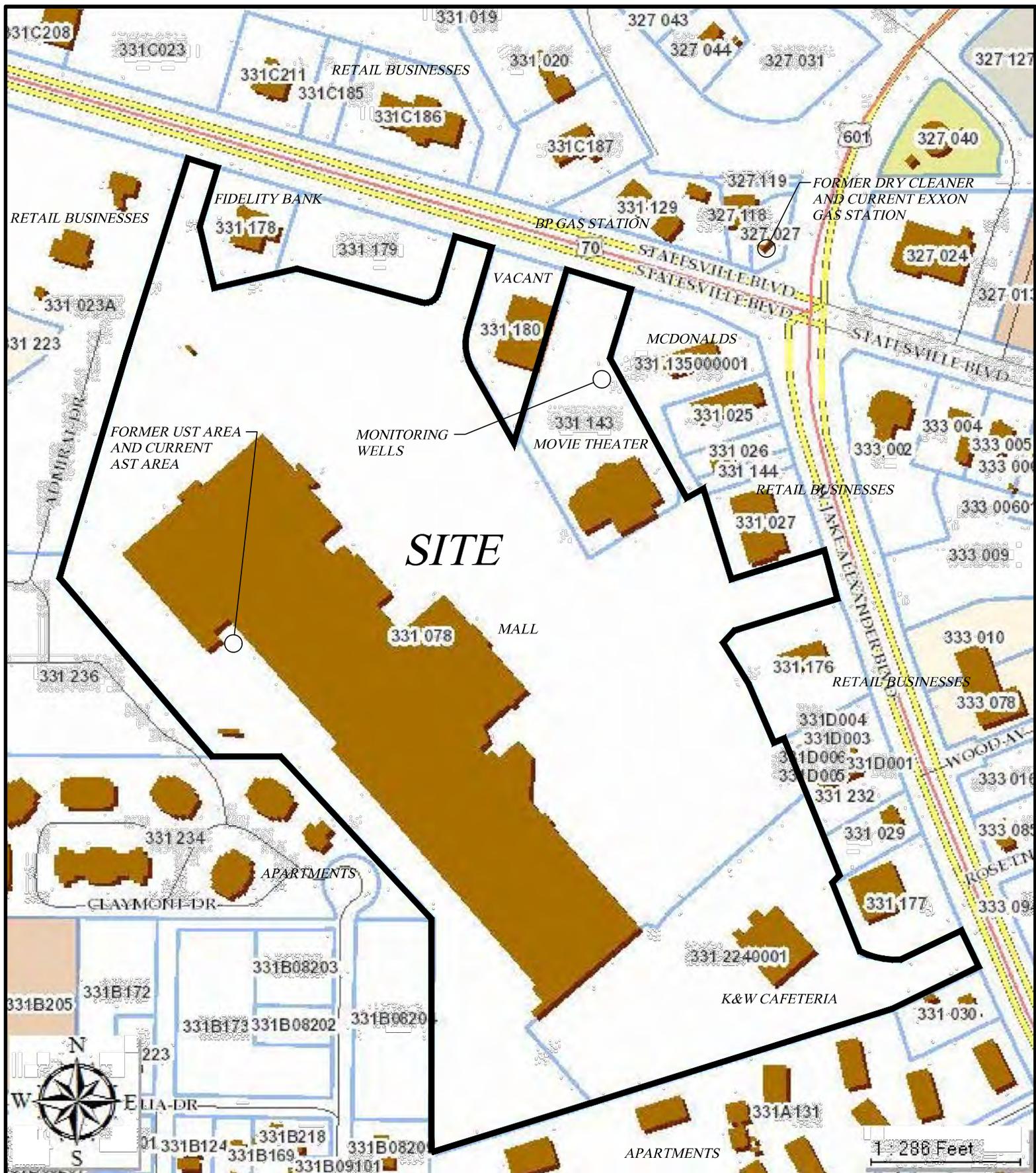
□ = SITE

REFERENCE: USGS 1987, ROWAN MILLS, NC AND 1987 SALISBURY, NC QUADRANGLE TOPOGRAPHIC MAPS

PROJECT NO. BW06.600	SHEET TITLE FIGURE 1 TOPOGRAPHIC SITE LOCATION MAP
SCALE AS SHOWN	
DATE 11/07/13	
DRAWN BY WCB	PROJECT SALISBURY MALL SITE SALISBURY, NORTH CAROLINA
CHECKED BY CJW	
FIGURE 1	



ESP Associates, P.A.  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Lakemont Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (NC)  
 803-802-2440 (SC)  
 www.espassociates.com



**LEGEND:**

□ = SITE

ALL DEPICTED LOCATIONS ARE APPROXIMATE.

PROJECT NO. BW06.600	SHEET TITLE FIGURE 2 TAX PARCEL ID MAP
SCALE AS SHOWN	
DATE 11/13/13	
DRAWN BY WCB	PROJECT SALISBURY MALL SITE SALISBURY, NORTH CAROLINA
CHECKED BY CJW	
FIGURE 2	



ESP Associates, P.A.  
 P.O. Box 7030  
 Charlotte, NC 28241  
 3475 Lakemont Blvd.  
 Fort Mill, SC 29708  
 704-583-4949 (NC)  
 803-502-2440 (SC)  
 www.espassociates.com

# SALISBURY MALL SITE



VIEW OF APPROXIMATE 50-GALLON EMERGENCY GENERATOR DIESEL AST WITH BORING LOCATION B-2 IN FRONT AND B-1 TO THE SIDE – LOOKING NORTH



CLOSE UP VIEW OF BORING LOCATION B-1 LOCATED ALONG THE EAST SIDE OF THE AST



CLOSE UP VIEW OF BORING LOCATION B-2 LOCATED ALONG THE FRONT OR SOUTH SIDE OF THE AST



VIEW OF REAR OR NORTH SIDE OF AST WITH AN INITIAL ATTEMPTED BORING LOCATION IN THE FRONT WHICH WAS TERMINATED DUE TO CAVING GRAVEL. BORING B-1 IS LOCATED TO THE SIDE – LOOKING SOUTH



Pace Analytical Services, Inc.  
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Eden, NC 27288  
(336)623-8921

Pace Analytical Services, Inc.  
2225 Riverside Dr.  
Asheville, NC 28804  
(828)254-7176

Pace Analytical Services, Inc.  
9800 Kinsey Ave. Suite 100  
Huntersville, NC 28078  
(704)875-9092

November 27, 2013

Chris Ward  
ESP Associates  
3475 Lakemont Boulevard  
Fort Mill, SC 29708

RE: Project: SALISBURY MALL SITE  
Pace Project No.: 92180693

Dear Chris Ward:

Enclosed are the analytical results for sample(s) received by the laboratory on November 22, 2013. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Analyses were performed at the Pace Analytical Services location indicated on the sample analyte page for analysis unless otherwise footnoted.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Angela Baioni

angela.baioni@pacelabs.com  
Project Manager

Enclosures

cc: Chris Ward, ESP Associates  
Nora Zirps, ESP Associates



### REPORT OF LABORATORY ANALYSIS

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**Pace Analytical Services, Inc.**  
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(828)254-7176

**Pace Analytical Services, Inc.**  
9800 Kincey Ave. Suite 100  
Huntersville, NC 28078  
(704)875-9092

## CERTIFICATIONS

Project: SALISBURY MALL SITE  
Pace Project No.: 92180693

---

### Charlotte Certification IDs

9800 Kincey Ave. Ste 100, Huntersville, NC 28078  
North Carolina Drinking Water Certification #: 37706  
North Carolina Field Services Certification #: 5342  
North Carolina Wastewater Certification #: 12  
South Carolina Certification #: 99006001

Florida/NELAP Certification #: E87627  
Kentucky UST Certification #: 84  
West Virginia Certification #: 357  
Virginia/VELAP Certification #: 460221

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(704)875-9092

### SAMPLE ANALYTE COUNT

Project: SALISBURY MALL SITE

Pace Project No.: 92180693

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
92180693001	B-1	EPA 8015 Modified	NU1	2	PASI-C
		EPA 8015 Modified	GAW	2	PASI-C
		ASTM D2974-87	TNM	1	PASI-C
92180693002	B-2	EPA 8015 Modified	NU1	2	PASI-C
		EPA 8015 Modified	GAW	2	PASI-C
		ASTM D2974-87	TNM	1	PASI-C

### REPORT OF LABORATORY ANALYSIS

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## ANALYTICAL RESULTS

Project: SALISBURY MALL SITE

Pace Project No.: 92180693

**Sample: B-1**      **Lab ID: 92180693001**      Collected: 11/22/13 10:10      Received: 11/22/13 12:40      Matrix: Solid

**Results reported on a "dry-weight" basis**

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>8015 GCS THC-Diesel</b>		Analytical Method: EPA 8015 Modified    Preparation Method: EPA 3546						
Diesel Components	ND	mg/kg	6.7	1	11/25/13 10:24	11/26/13 14:30	68334-30-5	
<b>Surrogates</b>								
n-Pentacosane (S)	61	%	41-119	1	11/25/13 10:24	11/26/13 14:30	629-99-2	
<b>Gasoline Range Organics</b>		Analytical Method: EPA 8015 Modified    Preparation Method: EPA 5035A/5030B						
Gasoline Range Organics	ND	mg/kg	7.8	1	11/25/13 15:40	11/26/13 01:32	8006-61-9	
<b>Surrogates</b>								
4-Bromofluorobenzene (S)	81	%	70-167	1	11/25/13 15:40	11/26/13 01:32	460-00-4	
<b>Percent Moisture</b>		Analytical Method: ASTM D2974-87						
Percent Moisture	25.7	%	0.10	1		11/26/13 13:56		

**Sample: B-2**      **Lab ID: 92180693002**      Collected: 11/22/13 10:20      Received: 11/22/13 12:40      Matrix: Solid

**Results reported on a "dry-weight" basis**

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>8015 GCS THC-Diesel</b>		Analytical Method: EPA 8015 Modified    Preparation Method: EPA 3546						
Diesel Components	ND	mg/kg	6.9	1	11/25/13 10:24	11/26/13 14:54	68334-30-5	
<b>Surrogates</b>								
n-Pentacosane (S)	61	%	41-119	1	11/25/13 10:24	11/26/13 14:54	629-99-2	
<b>Gasoline Range Organics</b>		Analytical Method: EPA 8015 Modified    Preparation Method: EPA 5035A/5030B						
Gasoline Range Organics	ND	mg/kg	6.6	1	11/25/13 15:40	11/26/13 01:55	8006-61-9	
<b>Surrogates</b>								
4-Bromofluorobenzene (S)	81	%	70-167	1	11/25/13 15:40	11/26/13 01:55	460-00-4	
<b>Percent Moisture</b>		Analytical Method: ASTM D2974-87						
Percent Moisture	27.8	%	0.10	1		11/27/13 14:12		

## REPORT OF LABORATORY ANALYSIS

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### QUALITY CONTROL DATA

Project: SALISBURY MALL SITE  
 Pace Project No.: 92180693

QC Batch: GCV/7544 Analysis Method: EPA 8015 Modified  
 QC Batch Method: EPA 5035A/5030B Analysis Description: Gasoline Range Organics  
 Associated Lab Samples: 92180693001, 92180693002

METHOD BLANK: 1093773 Matrix: Solid  
 Associated Lab Samples: 92180693001, 92180693002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Gasoline Range Organics	mg/kg	ND	6.0	11/25/13 20:59	
4-Bromofluorobenzene (S)	%	85	70-167	11/25/13 20:59	

LABORATORY CONTROL SAMPLE: 1093774

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Gasoline Range Organics	mg/kg	49.9	48.6	97	70-165	
4-Bromofluorobenzene (S)	%			85	70-167	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 1093775 1093776

Parameter	Units	92180399001 Result	MS		MSD		MS		MSD		% Rec Limits	RPD	Qual
			Spike Conc.	MS Result	MSD Result	% Rec	% Rec						
Gasoline Range Organics	mg/kg	ND	66.7	66.7	77.3	69.2	116	104	47-187	11			
4-Bromofluorobenzene (S)	%						85	85	70-167				

### REPORT OF LABORATORY ANALYSIS

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### QUALITY CONTROL DATA

Project: SALISBURY MALL SITE  
 Pace Project No.: 92180693

QC Batch: OEXT/24916 Analysis Method: EPA 8015 Modified  
 QC Batch Method: EPA 3546 Analysis Description: 8015 Solid GCSV  
 Associated Lab Samples: 92180693001, 92180693002

METHOD BLANK: 1093575 Matrix: Solid  
 Associated Lab Samples: 92180693001, 92180693002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Diesel Components	mg/kg	ND	5.0	11/26/13 08:56	
n-Pentacosane (S)	%	69	41-119	11/26/13 08:56	

LABORATORY CONTROL SAMPLE: 1093576

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Diesel Components	mg/kg	66.7	32.4	49	49-113	
n-Pentacosane (S)	%			51	41-119	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 1093577 1093578

Parameter	Units	92180780001 Result	MS		MSD		% Rec		% Rec Limits	RPD	Qual
			Spike Conc.	MS Result	MSD Result	% Rec	% Rec				
Diesel Components	mg/kg	ND	66.7	31.3	28.2	46	41	10-146	11		
n-Pentacosane (S)	%		66.7			45	36	41-119		S0	

### REPORT OF LABORATORY ANALYSIS

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## QUALIFIERS

Project: SALISBURY MALL SITE

Pace Project No.: 92180693

---

### DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PRL - Pace Reporting Limit.

RL - Reporting Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Acid preservation may not be appropriate for 2-Chloroethylvinyl ether, Styrene, and Vinyl chloride.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

### LABORATORIES

PASI-C Pace Analytical Services - Charlotte

### ANALYTE QUALIFIERS

S0 Surrogate recovery outside laboratory control limits.

## REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, Inc.  
205 East Meadow Road - Suite A  
Eden, NC 27288  
(336)623-8921

Pace Analytical Services, Inc.  
2225 Riverside Dr.  
Asheville, NC 28804  
(828)254-7176

Pace Analytical Services, Inc.  
9800 Kinsey Ave. Suite 100  
Huntersville, NC 28078  
(704)875-9092

### QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: SALISBURY MALL SITE  
Pace Project No.: 92180693

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
92180693001	B-1	EPA 3546	OEXT/24916	EPA 8015 Modified	GCSV/16096
92180693002	B-2	EPA 3546	OEXT/24916	EPA 8015 Modified	GCSV/16096
92180693001	B-1	EPA 5035A/5030B	GCV/7544	EPA 8015 Modified	GCV/7549
92180693002	B-2	EPA 5035A/5030B	GCV/7544	EPA 8015 Modified	GCV/7549
92180693001	B-1	ASTM D2974-87	PMST/6033		
92180693002	B-2	ASTM D2974-87	PMST/6034		

### REPORT OF LABORATORY ANALYSIS

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Client Name: ESP ASSOCIATES

Where Received:  Huntersville  Asheville  Eden  Raleigh

Courier:  Fed Ex  UPS  USPS  Client  Commercial  Pace Other \_\_\_\_\_

Custody Seal on Cooler/Box Present:  yes  no Seals intact:  yes  no

Packing Material:  Bubble Wrap  Bubble Bags  None  Other \_\_\_\_\_

Thermometer Used: IR Gun T1102 T1301 Type of Ice: Wet water Blue None  Samples on ice, cooling process has begun

Temp Correction Factor T1102: No Correction T1301: No Correction

Corrected Cooler Temp.: 9.7 C Biological Tissue is Frozen: Yes No N/A

Temp should be above freezing to 6°C

Optional  
Proj. Due Date:  
Proj. Name:

Date and Initials of person examining contents: Jan 11-22-09

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix:		
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
exceptions: VOA, coliform, TOC, O&G, WI-DRO (water)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	16.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution:

Field Data Required? Y / N

Person Contacted: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Comments/ Resolution: \_\_\_\_\_

SCURF Review: AMB Date: 11-22-13  
SRF Review: AMB Date: 11-22-13

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office ( i.e out of hold, incorrect preservative, out of temp, incorrect containers)

WO#: 92180693



**CHAIN-OF-CUSTODY / Analytical Request Document**  
The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

**Section A** Required Client Information: Company: **ESP Associates**

**Section B** Required Project Information: Report To: **Chris Ward**

**Section C** Invoice Information: Attention: **Chris Ward**

Company Name: **ESP**

Address: \_\_\_\_\_

REGULATORY AGENCY:  NPDES  GROUND WATER  DRINKING WATER  
 UST  RCRA  OTHER

Page: **1** of **1**  
**1723586**

Required Client Information: Email To: **Edward.e.spassio@esp.com**

Address: \_\_\_\_\_

Copy To: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_

Project Name: **Salisbury Mill Site**

Project Number: **BW061600**

Requested Due Date/TAT: **3-DAY**

Phone: **401-506-7618** Fax: \_\_\_\_\_

Page Quote Reference: \_\_\_\_\_

Pace Project Manager: **Angela Brown**

Pace Profile #: **3508-19**

Site Location STATE: **NC**

ITEM #	Matrix Codes (A-Z, 0-9 / -)	Matrix / CODE	COLLECTED		SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives		Analysis Test	Requested Analysis Filtered (Y/N)	Residual Chlorine (Y/N)
			COMPOSITE START	COMPOSITE END/GRAB			H2SO4	HNO3			
1	B-1		11-22	10:10		4			TPH-GRO TPH-DRO		
2	B-2		11-22	10:20		4					

REMOVED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	Temp in °C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
<i>[Signature]</i>	11-22-13	12:40	<i>[Signature]</i>	11/22/13	12:40	0.7	Y	N	Y

**ORIGINAL**

**SAMPLER NAME AND SIGNATURE**

PRINT Name of SAMPLER: **Chris Ward**

SIGNATURE of SAMPLER: *[Signature]*

DATE Signed (MM/DD/YY): **11-22-13**

\*Important Note: By signing this form you are accepting Pace's NET 30 day payment terms and agreeing to late charges of 1.5% per month on any invoices not paid within 30 days.

F-ALL-Q-020rev.07, 15-May-2007

## Master Service Agreement

Rowan County, Salisbury, NC hereinafter referred to as Client, hereby offers the following proposal for retention of REI Engineers, Inc., 1927 JN Pease Place, Charlotte, NC 28269 hereinafter referred to as REI, on an as needed basis from April 1, 2014 to March 30, 2019 to provide professional services for tasks related to Civil Engineering services.

The following terms apply to this Agreement:

1. Professional services will be retained as an independent contractor, not as an employee of Client or the State of North Carolina.
2. Each task for which services are required will be separately discussed and negotiated to resolve the scope of the task, work schedule, coordination requirements, review procedures and fee(s).
3. Any plans, specifications or studies developed under this agreement will conform to the requirements of the latest edition of the North Carolina Construction Manual.
4. The design fee, including travel and other direct costs, will be agreed upon prior to the undertaking of services. Payments will be as negotiated and as set forth in future specific task contracts. In accordance with General Statute 142-328 payment for services cannot be made in advance. Violations will require restitution to the State and may result in the termination of the Agreement and/or criminal prosecution.
5. In the event that the scope of required services is not adequately defined prior to beginning the task, compensation may be paid on an hourly basis against an estimated total design cost. The total hourly compensation cannot exceed the estimated total design cost without prior written approval. Hourly compensation rates will be subject to approval prior to the start of the work.
6. This Agreement may be terminated in writing at any time by either party without penalty.

The procedures for execution of a task contract are as follows:

1. Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under your Design Agreement:

Gary L. Page                      Leslie E. Heidrick                      David Sifford

2. A time will be scheduled when you can visit the site of the work and discuss the scope for the task.
3. A proposal that will summarize your understanding of the task, construction cost estimate, a schedule for the work and fee that you will require to complete the task, will be submitted to Client in writing.

## TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

### ARTICLE 1. SERVICES: REI WILL:

- 1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE TASK.
- 1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- 1.4 Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law.
- 1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.
- 1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

### ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

- 2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE TASK.
- 2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.
- 2.3 Furnish right of entry onto THE TASK site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE TASK.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

### **ARTICLE 3. GENERAL CONDITIONS:**

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE TASK customarily vested in THE TASK architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of THE TASK or the failure of any contractor or subcontractor to construct any item on THE TASK in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the task, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

### **ARTICLE 4. INSURANCE:**

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE TASK. CLIENT agrees, therefore, to include, or cause to be included in THE TASK'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE TASK contractor as CLIENT

deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with TASK requirements.

#### **ARTICLE 5. LIMITATIONS OF LIABILITY:**

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of \$10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

#### **ARTICLE 6. PAYMENT:**

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

#### **ARTICLE 7. EXTENT OF AGREEMENT:**

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

#### **ARTICLE 8. MEDIATION:**

8.1 In an effort to resolve any conflicts that arise during the design or construction of the task or following the completion of the task, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the task and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### **ARTICLE 9. CERTIFICATE OF MERIT:**

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

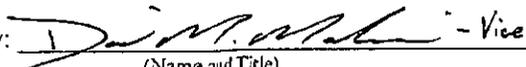
**ARTICLE 10, BIOLOGICAL GROWTH:**

Client releases REI from any and all claims Client and Client's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Client's Building.

ACCEPTED FOR

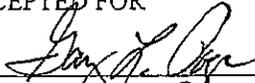
REI Engineers, Inc. \_\_\_\_\_

Witness: 

By:  - Vice President  
(Name and Title)

Date: 5/2/14

ACCEPTED FOR



Witness: 

By: Gray L. Page, Rowan Co. Mgr.  
(Name and Title)

Date: 4/21/14

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

  
FINANCE DIRECTOR

**Exhibit A**  
**REI ENGINEERS**  
**2014 Standard Fee Schedule**

**A. PERSONNEL AND EQUIPMENT CHARGES**

1. Personnel Charges\*

- a. Professional Engineer/Registered Consultant.....\$155.00/hr.
- b. Task Manager.....\$115.00/hr.
- c. Technician.....\$70.00/hr.
- d. Draftsman (includes AutoCAD time).....\$55.00/hr.
- e. Clerical.....\$45.00/hr.

\* Depositions and court at time and one-half. Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum technician charge for site visits is four hours.

2. Miscellaneous Charges

- a. Mileage.....\$0.60/mile
- b. Per Diem.....\$90.00/day
- c. Expenses.....Cost + 0.8

**B. FIELD TESTING**

- 1. Roof Cores.....\$ 40.00/ea
- 2. Asbestos Testing.....\$ 50.00/ea
- 3. Factory Mutual 1-52 Negative Pressure Test.....Refer to Testing Fee Schedule\*\*
- 4. Infrared Moisture Survey.....Refer to Testing Fee Schedule\*\*
- 5. Roof Condition Survey.....Refer to Testing Fee Schedule\*\*

\*\* Provided upon request.

**C. CONTRACT DOCUMENTS**

- 1. Lump sum, percentage or not-to-exceed..... As quoted

**D. GENERAL**

- 1. Task specific work will be performed as quoted.

**EXHIBIT B**  
**REI STANDARD FEE SCHEDULE**  
**CONTRACT DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE SCHEDULE**

Estimated Construction Cost (ECC)	Design Fee % of ECC	Construction Admin. % of ECC	Total Fee % of ECC
\$0 - \$50k	8.00%	5.00%	13.00%
\$50k - \$250k	6.50%	4.50%	11.00%
\$250k - \$500k	5.00%	4.00%	9.00%
\$500k - \$700k	5.00%	3.00%	8.00%
\$700k & Above	4.75%	3.00%	7.75%

1. Fees will vary and based on individual client needs.

**EXHIBIT C**  
**REI STANDARD FEE SCHEDULE**  
**ROOF CONDITION OBSERVATION FEE SCHEDULE**

\*The costs listed below include but are not limited to the following services:

Roof review to determine existing conditions and system compositions

Full report including photographs, findings, recommendations, conclusions, estimated repair/replacement costs and a roof plan indicating survey area(s)

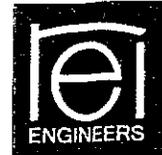
ROOF AREA (Square Feet)	PER SQUARE FOOT \$ + (BASE COST)
UP TO 40,000	0.00+ \$1,800
40,100 TO 200,000	0.03+ \$800.00
200,100 TO 500,000	0.025+ \$2,000.00
500,100 AND UP	0.02+ \$5,000.00

**NOTES**

1. Travel fees may apply.
2. Contractor services will be billed as an additional expense.

# REI ENGINEERS

1927 JN PEASE PLACE, SUITE 201, CHARLOTTE, NC 28262  
PHONE 704.596.0331 FAX 704.596.0533



May 5, 2014

Rowan County  
Finance Department  
130 West Innes Street  
Salisbury, North Carolina 28144

**Attention: Mr. David Sifford  
Purchasing Agent**

**Reference: Proposal/Task Order for Engineering Services  
Rowan County West End Plaza - Partial Roof Replacement  
REI Proposal No. P14CLT-113**

Dear Mr. Sifford:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The roof area outlined in this proposal/Task Order includes approximately 45,000 square feet of low-slope roof area on several levels of the facility located at 1935 Jake Alexander Blvd. W, Salisbury, NC 28147. The following is an outline of the proposed services for Contract Documents and Construction Administration:

## **I. CONTRACT DOCUMENTS (CD)**

- A. Conduct site visit(s) to develop detailed Contract Documents for the subject facility.
- B. Develop extents of roof areas to be replaced with Owner based on reported priority, available budget, and anticipated unit cost for the (pre-design) proposed project scope of work.
- C. Extract roof samples to identify roof system composition and condition and submit for testing to determine the presence or absence of asbestos-containing materials on each bituminous roof area. Cored locations to be repaired with compatible materials.
- D. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:
  1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
  2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
  3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
  4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

[www.reiengineers.com](http://www.reiengineers.com)

AN EMPLOYEE-OWNED COMPANY

- E. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD).
- F. Prepare technical specifications of the removal or other preparation of the existing roofing system(s) and installation of insulation, roof system(s) and sheet metal for the building.
- G. Issue preliminary Contract Documents for Owner and DPI review. Upon acceptance, final Contract Documents will be prepared and submitted.
- H. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws.
- I. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.
- J. Provide addenda as required during the bidding phase.
- K. Analyze bids received and provide a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

## II. CONSTRUCTION ADMINISTRATION (CA)

- A. Complete Owner's recommended Form of Agreement between Owner and Roofing Contractor and submit to Owner and Contractor for acceptance.
- B. Issue "Notice to Proceed" with Date of Commencement and construction period established.
- C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to Contractor as required until compliance with specifications is realized.
- D. According to the tentative bid acceptance, a pre-construction meeting will be held with the successful contractor to ensure a clear understanding of the plans and specifications and review the proposed materials list.
- E. Monitor the construction once every five (5) working days, Monday through Friday only, to verify work completed from previous site visit and to observe work in progress. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and is covered while REI is not onsite.
- F. Prepare and submit reports relaying information pertaining to weather, area worked, application methods, and material types installed during the site visit.
- G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- H. Route any change orders developed to address changes to the contract requirements.



- I. Upon notification by the contractor that the job is substantially complete, a pre-final inspection will be conducted with REI and contractor personnel. A punch list will be prepared to list any items that require further treatment.
- J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. If required, a punch list will be prepared to list any minor items that require further treatment.
- K. Upon completion of work, verify compliance of warranties and forward to Owner with close-out documents and final billing.
- L. Conduct a two-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

**III. PROPOSED SCOPE OF CONSTRUCTION WORK**

- A. Low Slope Roof Areas:
  - 1. Remove existing roof system down to the existing steel deck.
  - 2. Resecure steel deck to steel framing.
  - 3. Provide new loose laid 2.5" and 2" polyisocyanurate insulation layers.
  - 4. Provide tapered polyisocyanurate insulation crickets between roof drains.
  - 5. Provide 1/4" gypsum overlayment mechanically attached to steel deck through all layers of insulation.
  - 6. Provide new mechanically attached 60 mil PVC roof system.
  - 7. Provide new prefinished sheet metal flashing.
  - 8. Provide a 20-year manufacturer's warranty and 2-year Contractor's warranty.

**IV. CONSTRUCTION COSTS AND FEES**

- A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Re-roof low slope Roof Area (amount and location TBD).....	\$452,480.00
Contingency Allowance.....	<u>\$20,000.00</u>
Subtotal.....	\$472,480.00
Engineering Fees:	
Contract Documents .....	\$23,620.00
Construction Administration.....	<u>\$18,900.00</u>
Subtotal.....	\$42,520.00
<b>Total Estimated Project Cost.....</b>	<b>\$515,000.00</b>

**V. PROJECT SCHEDULE**

- A. Preliminary Contract Documents shall be completed within forty five (45) days of Notice to Proceed. Final Contract Documents shall be completed and sealed within seven (7) days of receipt of comments.



**REI Proposal No. P14CLT-113**

**May 05, 2014**

**Page 4**

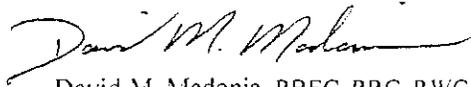
- B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This construction duration is expected to take ninety (90) calendar days.

If this proposal/Task Order meets with your approval, please sign the attached agreement and return to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

*REI Engineers*



David M. Madonia, RBEC, RRC, RWC, REWC, RRO, CCS, CCCA, LEED AP  
Executive Vice President / Branch Manager

Enc: Terms and Conditions to Agreement for Engineering and Consulting Services  
Agreement for Engineering and Consulting Services



## TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

### ARTICLE 1. SERVICES: REI WILL:

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE PROJECT

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT

1.4 Ownership of Instruments of Service. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives, or as required by law.

1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

### ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE PROJECT

2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.

2.3 Furnish right of entry onto THE PROJECT site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE PROJECT.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

### ARTICLE 3. GENERAL CONDITIONS:

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts or omissions of any party or parties involved in the design of THE PROJECT or the failure of any contractor or subcontractor to construct any item on THE PROJECT in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the project, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

### ARTICLE 4. INSURANCE:

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE PROJECT. CLIENT agrees, therefore, to include, or cause to be included in THE PROJECTS construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with PROJECT requirements.

### ARTICLE 5. LIMITATIONS OF LIABILITY:

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of \$10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

### ARTICLE 6. PAYMENT:

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

### ARTICLE 7. EXTENT OF AGREEMENT:

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

### ARTICLE 8. MEDIATION:

8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

### ARTICLE 9. CERTIFICATE OF MERIT:

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

### ARTICLE 10. BIOLOGICAL GROWTH:

Owner releases REI from any and all claims Owner and Owner's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's Building.

## TASK ORDER AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT is by and between Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144 hereinafter called CLIENT and REI Engineers, 1927 JN Pease Pl., Suite 201, Charlotte, NC 28262 hereinafter called REI, who agree as follows:

1. **DECLARATIONS.** CLIENT desires to engage REI to provide Engineering and related technical services and other services in connection with CLIENT'S project. ("THE PROJECT") described as follows:

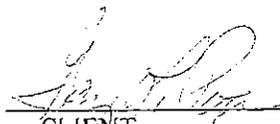
Proposal/Task Order for Engineering Services for Rowan County West End Plaza Partial Roof Replacement

2. **SCOPE OF WORK.** REI shall provide Engineering and related technical services for THE PROJECT in accordance with the accompanying proposal.

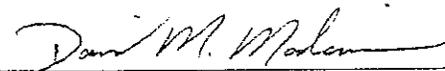
See REI Proposal No. P14CLT-113

If this agreement is not returned subsequent to a verbal approval or the receipt of your purchase order within 10 days, we will assume that the agreement has been accepted and is in force unless REI is otherwise notified in writing.

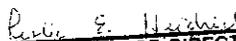
Executed this 6<sup>th</sup> day of May, 20 14. By

  
CLIENT:

Executed this 5th day of May, 20 14. By

  
David Madonia  
Executive Vice President/Branch Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

  
FINANCE DIRECTOR

