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PG: 864-917
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07-09-2024
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BY: KELLIE GILES
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2024016523
NEW HANOVER COUNTY, NC
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

NC FEE \$178.00

Property Owner: 615 N Front Street, LLC
Recorded in Book 6716, Page 864-917
Associated plat recorded in Plat Book 75, Page 69

NOTICE OF BROWNFIELDS PROPERTY

Brownfields Property Name: 615 North Front Street
Brownfields Project Number: 22025-18-065

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 9th day of July, 2024 by 615 N Front Street, LLC ("Prospective Developer").

This Notice concerns contaminated property.

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

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

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

The Brownfields Property is located at 615 North Front Street, Wilmington, New Hanover County and is 1.6 acres. The Brownfields property, which was formerly an Atlantic Coastline Railroad maintenance and repair facility until the 1960s, and the WWAY television broadcasting station site until 2018 is currently vacant and is known to have soil, groundwater, and soil gas contaminants. The

Prospective Developer has committed to redeveloping the Brownfields Property for no use other than high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial uses.

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

Attached as Exhibit B to this Notice is a reduction, to 8.5 inches x 11 inches, of the survey plat component of this Notice. This plat shows areas designated by DEQ, has been prepared and certified by a professional land surveyor, meets the requirements of NCGS § 47-30, and complies with NCGS § 130A-310.35(a)'s requirement that the Notice identify:

- (1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.
- (2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property.

Attached hereto as Exhibit C is a legal description of the Brownfields Property that would be sufficient as a description of the property in an instrument of conveyance.

LAND USE RESTRICTIONS

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

The land use restrictions below have been excerpted verbatim from paragraph 12 of the Brownfields Agreement, and all subparagraph letters/numbers are the same as those used in the Brownfields Agreement. The following land use restrictions are hereby imposed on the Brownfields Property:

Land Uses

- a. No use may be made of the Brownfields Property other than for high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. "High-Density Residential" is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages. Single family homes, townhomes, duplexes or other units with yards are prohibited.

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

iii. "Retail" is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, open air markets, festivals, food halls, and the sales of food and beverage products, including from mobile establishments such as food trucks.

iv. "Office" is defined as a place where business or professional services are provided.

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

vi. "Commercial" is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee, with the exception of educational space and childcare facilities.

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

c. The Brownfields Property may not be used for residential use unless the work described in subparagraphs 12.g., 12.h., and 12.i. below have been conducted to DEQ's written satisfaction.

Environmental Management Plan

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

i. demolition of existing structures, as applicable;

ii. issues related to known or potential sources of contamination, including without

limitation those resulting from contamination identified in paragraph 3 above, and Exhibit 2;

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

iv. plans for the proper characterization of, and, as necessary, disposal of building materials or contaminated soils excavated during redevelopment.

Redevelopment Summary Report

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

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

ii. soil grading and cut and fill actions;

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

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

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

Groundwater

f. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 12.d., or a plan approved in writing in advance by DEQ.

Soil

g. No use may be made of the Brownfields Property as denoted on the plat component of the Notice of Brownfields Property, referenced in paragraph 16 below, unless measures to remove and properly dispose of soil within the depth of disturbance of said redevelopment that contains contaminants in concentrations in excess of industrial screening levels are completed to DEQ's written satisfaction.

h. No residential use may be made of the Brownfields Property as denoted on the plat component of the Notice of Brownfields Property, referenced in paragraph 16 below, unless the work required in subparagraph 12.g. above has been completed, and direct exposure of soil containing contaminants in excess of residential screening levels is mitigated in accordance with a DEQ-approved remedial action plan and is completed to DEQ's written satisfaction. Such a work plan may include excavation and proper disposal of soil, and the installation of an underlying geotextile material and a cap consisting of a minimum of two (2) feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing, or another cover approved in writing in advance by DEQ, is installed to DEQ's written satisfaction, such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 12.a. above and that public health and the environment are fully protected, and shall be maintained, and left undisturbed other than through normal use.

i. When soil at the Brownfields Property is capped, a written report verifying cap installation, compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the cap or cap materials in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse, as well as a plan for the cap's inspection and maintenance, shall be submitted to DEQ no later than 30 days following installation. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies. The then owner shall maintain said cap and cover as defined in subparagraph 12.h. above, per said plan to DEQ's written satisfaction.

j. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting in clean fill material to depths not exceeding 24 inches;

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment

and remedial measures required by DEQ shall be taken; and

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 12.d.

k. No residential use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways.

l. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in subparagraph 12.d.

m. The Brownfields Property may not be used as a playground, or for child care centers or schools, except in areas where sampling has shown that clean soils are present, or two feet of demonstrably clean fill, or another cover approved in writing in advance by DEQ, are installed to DEQ's written satisfaction, delineated to DEQ's written satisfaction on the plat component of the Notice referenced below in paragraph 16, maintained, and left undisturbed other than through normal playground, child care center or school use.

n. The Brownfields Property may not be used for ground-contact sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ.

o. The Brownfields Property may not be used for dog runs, kennels, private animal pens, or horse-riding unless approved in writing in advance by DEQ.

p. Any landscaping shall not disturb native soil at the Brownfields Property, and any gardens for the purpose of growing vegetables, flowers, or other crops shall be constructed in raised beds and not disturb native soil at the Brownfields Property, unless compliance with this land use restriction is waived in writing in advance by DEQ.

Vapor Intrusion

q. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 16 below, may be occupied until DEQ determines in writing that:

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

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

1. designed to mitigate the intrusion of subsurface vapors into building features in

accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the system has been designed to be fully protective of public health within the meaning of NCGS § 130A-310.32(a)(2), and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system was installed per the DEQ approved design. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health.

Property Access

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

Damage to Wells

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

Notifications upon Transfer

t. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the New Hanover County land records, Book 6716, Page 864-917." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending

copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

Separating Old from New Contamination

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

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

ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment and vehicles in on-board tanks integral to said equipment or in flammable liquid storage containers totaling no more than 25 gallons; and

iii. as constituents of products or materials customarily used and stored in high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

Land Use Restriction Update

v. During January of each year after the year in which the Notice referenced below in paragraph 16 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of New Hanover County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the New Hanover County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. The submitted LURU shall state the following:

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

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

iii. whether any soil cover or cap (hardscape materials, clean soil, stone) installed pursuant

to subparagraph 12.h. above are intact, uncompromised, and whether there has been any erosion of the cover or cap, or other condition of the cover or cap that required or requires repair pursuant to subparagraph 12.i. to prevent exposure to soil beneath the cover or cap;

iv. whether any or vapor intrusion mitigation systems installed pursuant to subparagraph 12.q. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or vapor intrusion/methane mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system;

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

vi. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 17 and 18 of this Agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases; and

vii. A property owners' association or other entity may perform this LURU's duties, on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DEQ that includes at a minimum, the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ Brownfields Property Management Branch referenced in subparagraph 31.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

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

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

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

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 12 day of June, 2024.

By: 615 N Front Street, LLC
Robert Stockel
Robert Stockel
Managing Member

NORTH CAROLINA
New Hanover COUNTY

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

Date: 06/12/2024

Kelsea Meadows
Official Signature of Notary

(Official Seal)

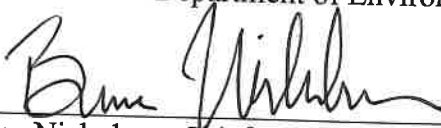
Kelsea Meadows
Notary's printed or typed name, Notary Public
My commission expires: 02/17/2025



APPROVAL AND CERTIFICATION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY

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

North Carolina Department of Environmental Quality

By: 
Bruce Nicholson, Chief
Brownfields Redevelopment Section
Division of Waste Management

7-02-2024
Date

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: 615 N Front Street, LLC

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	WWAY
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>)	615 North Front Street
Brownfields Project No. 22025-18-065)	Wilmington, New Hanover County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and 615 N Front Street, LLC (collectively the “Parties”) pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”) for the property located at 615 North Front Street, Wilmington, New Hanover County (the “Brownfields Property”). A map showing the location of the Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

The Prospective Developer is 615 N Front Street LLC, a manager-managed limited liability company, with its principal office at 1221 Arboretum Drive, Wilmington, NC 28405. Its managing member is Robert Stockel, of the same address.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section X (Certification), Section XI (DEQ’s Covenant Not to Sue and Reservation of Rights) and Section XII (Prospective Developer’s Covenant Not to Sue), the potential liability of 615 N Front Street LLC for contaminants at the Brownfields Property.

The Parties agree that 615 N Front Street LLC’s, entry into this Agreement, and the

actions undertaken by 615 N Front Street LLC in accordance with the Agreement, do not constitute an admission of any liability by 615 N Front Street LLC for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit 615 N Front Street LLC shall provide to DEQ, is in the public interest.

II. DEFINITIONS

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

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

2. “Prospective Developer” shall mean 615 N Front Street LLC.

III. BROWNFIELDS PROPERTY INFORMATION SUMMARY

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

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
Parcel Address(es) & Parcel IDs	615 North Front Street (Parcel ID No. R04716-006-001-000)
Acreage	1.6 acres
Current Property Owner	615 N Front Street LLC
Current Land Use(s)	The Brownfields Property is presently vacant land
Site Vicinity Land Use(s)	Mixed commercial, retail, parking, recreational
Proposed Reuse(s)	High-density residential, hotel, retail, office, associated parking, and subject to DEQ’s prior written approval, other commercial uses.
Public Benefits of Reuse	Job creation, revitalization of blighted area, and tax base

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
	increase
Existing Land Use Restrictions Prior to Brownfields Agreement	A Notice of No Further Action (NFA) with a Notice of Residual Petroleum (NORP) deed restriction was filed on November 15, 2005 for this Brownfields Property. This NORP, previously recorded pursuant to N.C. Gen. Stat. § 143B-279.9 and N.C. Gen. Stat. § 143B-279.11 in the New Hanover County Register of Deeds, Book 4937, Page 799-804, on November 15, 2005, shall immediately be SUPERSEDED upon the filing of the executed Notice of Brownfields Property.

ENVIRONMENTAL INFORMATION SUMMARY	
Historical Operations & Contaminant Sources	<p>Historical records indicate that the Brownfields Property was developed by the Atlantic Coast Line Railroad with car shops and a repair building to support operations associated with the maintenance and repair of railroad cars. The repair building housed a machine shop, oil storage area, blacksmith room, and foundry, among other activities. The building was demolished in the 1960s during downtown redevelopment activities and in 1969 a new building, identified as the WWAY building, was constructed and later expanded through the years. The WWAY building served as a television broadcasting station until it was demolished in 2018.</p> <p>Heavy metals and petroleum compounds are known soil and groundwater contaminants. Releases from historic railroad maintenance operations and two underground storage tanks (USTs) used by WWAY have contributed to contamination on the Brownfields Property.</p>
Current Operations/Activities	The Brownfields Property is currently vacant with exception of a retaining wall.
Contaminated Media	<p>Soil: SVOC and metal impacts to the soil were documented across the Brownfields Property with elevated concentrations in excess of Residential Preliminary Soil Remedial Goals (PSRGs) found along the western retaining wall, in the former footprint of the UST area, and the machine shop and foundry.</p> <p>Groundwater: The compounds, arsenic, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, total chromium, and lead compounds were identified in groundwater in excess of their respective NC 2L Groundwater Standard. 2,4-dinitrophenol was also detected in one well, but there is not</p>

ENVIRONMENTAL INFORMATION SUMMARY

	<p>an established groundwater standard for this compound.</p> <p>Exterior Soil Gas: No contaminants above their respective DEQ Residential Vapor Intrusion Screening Levels (VISLs) were detected in exterior soil gas samples. n-Butane, ethanol and tertiary butyl alcohol were detected in exterior soil gas samples, but there are no established screening levels for these compounds.</p> <p>Sub-Slab Vapor: This type of sample was not collected at the Brownfields Property as slabs were not present at the time of the assessment.</p> <p>Indoor Air: Indoor air samples were not collected at the Brownfields Property as no buildings were present at the time of assessment.</p> <p>Surface Water/Sediment: Surface water is not present at the Brownfields Property.</p>
ID Numbers/Permits	UST Incident No. 32052 – WWAY TV 3 Station (Diesel Tank)
Onsite Receptors Considered	Future residents, construction workers, on-site workers, visitors, and trespassers.
Potential Offsite Receptors Considered	<p>i. Water supply wells: There is a public water supply well located 4,420 ft northwest of the Brownfields Property.</p> <p>ii. Residential structures, churches, or childcare centers: On the SE side there is a daycare located approximately 850ft from the Brownfield Property and a residence with basement located approximately 950 ft from the Brownfields Property. On the Eastern side there is a residence located 600 ft from the Brownfields Property.</p> <p>iii. Surface water: There are no known surface water receptors immediately adjacent to the Brownfields Property, though the Cape Fear River is located approximately 500 to 1,000 feet to the northwest and west of the Brownfields Property, respectively.</p>
Potential offsite migration pathways	Groundwater: Groundwater flows west towards the Cape Fear River.

ENVIRONMENTAL INFORMATION SUMMARY	
	Soil Vapor: VOCs are not significant contaminants on the Brownfields Property and therefore are not considered to pose a risk of offsite migration through soil vapor.

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

a. Those that the Prospective Developer obtained or commissioned regarding the Brownfields Property:

Title	Prepared by	Date of Report
Report of Closure of an Underground Storage Tank System	National Environmental Technologies, Inc.	May 9, 1994
Underground Storage Tank Closure Report, WWAY TV3 Station	SEI Environmental, Inc.	April 9, 2003
WWAY TC 3 Station	SEI Environmental & Geological Services, P.C.	February 11, 2004
Notice of Residual Petroleum, WWAY TV 3	Underground Storage Tank Section, NC DENR	November 14, 2005
Notice of No Further Action, WWAY TV 3	Underground Storage Tank Section, NC DENR	November 15, 2005
Phase I Environmental Site Assessment, WWAY-TV Studio and Tower	WPC Engineering, Environmental, & Construction Services	June 15, 2009
Phase I Environmental Site Assessment, WWAY Building	Atlantic Shores Environmental Services, Ltd.	December 22, 2017
Limited Site Investigation. WWAY Building	Terracon Consultants, Inc.	February 9, 2018
Report of Soil Sampling, WWAY Building	Atlantic Shores Environmental Services, Ltd.	May 8, 2018
Notification of Demolition	Atlantic Shores Environmental Services, Ltd.	June 22, 2018
Phase II Environmental Site Assessment, WWAY	Atlantic Shores Environmental Services, Ltd.	August 10, 2021

Title	Prepared by	Date of Report
Soil Characterization and Relocation Evaluation Report, Site: WWAY	Geosyntec Consultants of NC, P.C.	February 15, 2022
Soil Gas Screening Report, Site: WWAY	Geosyntec Consultants of NC, P.C.	April 27, 2022

IV. PROSPECTIVE DEVELOPER'S INVOLVEMENT

5. For purposes of this Agreement DEQ relies on Prospective Developer's representations that Prospective Developer's involvement with the Brownfields Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated April 20, 2018, and the following:

- a. On March 13, 2018, Prospective Developer purchased Brownfields Property;
- b. In 2018, the Prospective Developer demolished the previous structures under approval from the City of Wilmington.

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

- a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at NCGS § 130A-

310.32(a)(1);

- b. As a result of the implementation of this Agreement, the Brownfields Property

will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

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

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

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

7. Prospective Developer has paid to DEQ the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$6,000 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

V. BENEFIT TO COMMUNITY

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

- a. a return to productive use of the Brownfields Property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;
- b. the creation of a number of temporary construction jobs and permanent jobs;
- c. an increase in tax revenue for affected jurisdictions;
- d. Additional high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial use for the area;
- e. expanded use of public transportation which reduces traffic, improves air quality, and reduces our carbon footprint; and
- f. "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields").

VI. WORK TO BE PERFORMED

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

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

10. In redeveloping the Brownfields Property, Prospective Developer shall make

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

11. Based on the information in the Environmental Reports, other available information, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section XI of this Agreement (DEQ's Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than remediation that may be required pursuant to a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 12.d. below, or pursuant to the measures required by subparagraphs 12.g., 12.h. and 12.i. below.

VII. LAND USE RESTRICTIONS

12. By way of the Notice of Brownfields Property referenced below in paragraph 16, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment instead of remediation to unrestricted use standards. The Notice of Residual Petroleum, previously recorded pursuant to N.C. Gen. Stat. § 143B-279.9 and N.C. Gen. Stat. § 143B-279.11 in the New Hanover County Register of Deeds, Book 4937, Page 799-804, on November 15, 2005 shall immediately be SUPERSEDED upon the filing of the Notice of Brownfields Property. All references to DEQ shall be understood

to include any successor in function.

Land Uses

a. No use may be made of the Brownfields Property other than for high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. "High-Density Residential" is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages. Single family homes, townhomes, duplexes or other units with yards are prohibited.

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

iii. "Retail" is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, open air markets, festivals, food halls, and the sales of food and beverage products, including from mobile establishments such as food trucks.

iv. "Office" is defined as a place where business or professional services are provided.

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

vi. "Commercial" is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee, with the exception of educational space and childcare facilities.

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

c. The Brownfields Property may not be used for residential use unless the work described in subparagraphs 12.g., 12.h., and 12.i. below have been conducted to DEQ's written satisfaction.

Environmental Management Plan

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

i. demolition of existing structures, as applicable;

ii. issues related to known or potential sources of contamination,

including without limitation those resulting from contamination identified in paragraph 3 above,

and Exhibit 2;

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

iv. plans for the proper characterization of, and, as necessary, disposal of building materials or contaminated soils excavated during redevelopment.

Redevelopment Summary Report

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

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

ii. soil grading and cut and fill actions;

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

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

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

Groundwater

f. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 12.d., or a plan approved in writing in advance by DEQ.

Soil

g. No use may be made of the Brownfields Property as denoted on the plat component of the Notice of Brownfields Property, referenced in paragraph 16 below, unless measures to remove and properly dispose of soil within the depth of disturbance of said redevelopment that contains contaminants in concentrations in excess of industrial screening levels are completed to DEQ's written satisfaction.

h. No residential use may be made of the Brownfields Property as denoted on the plat component of the Notice of Brownfields Property, referenced in paragraph 16 below, unless the work required in subparagraph 12.g. above has been completed, and direct exposure of soil containing contaminants in excess of residential screening levels is mitigated in accordance with a DEQ-approved remedial action plan and is completed to DEQ's written satisfaction. Such a

work plan may include excavation and proper disposal of soil, and the installation of an underlying geotextile material and a cap consisting of a minimum of two (2) feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing, or another cover approved in writing in advance by DEQ, is installed to DEQ's written satisfaction, such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 12.a. above and that public health and the environment are fully protected, and shall be maintained, and left undisturbed other than through normal use.

i. When soil at the Brownfields Property is capped, a written report verifying cap installation, compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the cap or cap materials in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse, as well as a plan for the cap's inspection and maintenance, shall be submitted to DEQ no later than 30 days following installation. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies. The then owner shall maintain said cap and cover as defined in subparagraph 12.h. above, per said plan to DEQ's written satisfaction.

j. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 12.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting in clean fill material to depths not

exceeding 24 inches;

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 12.d.

k. No residential use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways.

l. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in subparagraph 12.d.

m. The Brownfields Property may not be used as a playground, or for child care centers or schools, except in areas where sampling has shown that clean soils are present, or two feet of demonstrably clean fill, or another cover approved in writing in advance by DEQ, are installed to DEQ's written satisfaction, delineated to DEQ's written satisfaction on the plat component of the Notice referenced below in paragraph 16, maintained, and left undisturbed other than through normal playground, child care center or school use.

n. The Brownfields Property may not be used for ground-contact sports of any

kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DEQ.

o. The Brownfields Property may not be used for dog runs, kennels, private animal pens, or horse-riding unless approved in writing in advance by DEQ.

p. Any landscaping shall not disturb native soil at the Brownfields Property, and any gardens for the purpose of growing vegetables, flowers, or other crops shall be constructed in raised beds and not disturb native soil at the Brownfields Property, unless compliance with this land use restriction is waived in writing in advance by DEQ.

Vapor Intrusion

q. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 16 below, may be occupied until DEQ determines in writing that:

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

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

1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, and that a professional engineer licensed in North Carolina,

as evidenced by said engineer's professional seal, is satisfied that the system has been designed so as to be fully protective of public health within the meaning of NCGS § 130A-310.32(a)(2), and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system was installed per the DEQ approved design. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health.

Property Access

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

Damage to Wells

s. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such wells to DEQ's written satisfaction and

within a time period acceptable to DEQ, unless compliance with this Land Use Restriction is waived in writing by DEQ in advance.

Notifications upon Transfer

t. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the New Hanover County land records, Book 6716, Page 864-917.” A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

Separating Old from New Contamination

u. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the

Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

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

ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment and vehicles in on-board tanks integral to said equipment or in flammable liquid storage containers totaling no more than 25 gallons; and

iii. as constituents of products or materials customarily used and stored in high-density residential, hotel, retail, office, associated parking, and subject to DEQ's prior written approval, other commercial environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

Land Use Restriction Update

v. During January of each year after the year in which the Notice referenced below in paragraph 16 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of New Hanover County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the New Hanover County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. The submitted LURU shall state the following:

i. the Brownfields Property address, and the name, mailing address,

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

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

iii. whether any soil cover or cap (hardscape materials, clean soil, stone) installed pursuant to subparagraph 12.h. above are intact, uncompromised, and whether there has been any erosion of the cover or cap, or other condition of the cover or cap that required or requires repair pursuant to subparagraph 12.i. to prevent exposure to soil beneath the cover or cap;

iv. whether any or vapor intrusion mitigation systems installed pursuant to subparagraph 12.q. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or vapor intrusion/methane mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system;

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

vi. A LURU submitted for rental units shall include enough of each lease

entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 17 and 18 of this Agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases; and

vii. A property owners' association or other entity may perform this LURU's duties, on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DEQ that includes at a minimum, the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

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

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

VIII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

15. In addition to providing access to the Brownfields Property pursuant to subparagraph 12.r. above, while the Prospective Developer owns the Brownfields Property, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other

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

16. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property (“Notice”) for the Brownfields Property containing, inter alia, the land use restrictions set forth in Section VII (Land Use Restrictions) of this Agreement and a survey plat of the Brownfields Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date of this Agreement, Prospective Developer shall file the Notice in the New Hanover County, North Carolina, Register of Deeds’ Office. Within three (3) days thereafter, Prospective Developer shall furnish DEQ a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

17. This Agreement shall be attached as Exhibit A to the Notice. Subsequent to

recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the New Hanover County land records, Book 6716, Page 864-917." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph as to the leasehold interests: (i) If every lease or rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

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

IX. DUE CARE/COOPERATION

19. The Prospective Developer shall exercise due care at the Brownfields Property with respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields

Property by DEQ and further agrees not to interfere with any such assessment or remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Brownfields Property while Prospective Developer owns the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 31.a. below of any such required notification.

X. CERTIFICATION

20. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in subparagraph 12.a. of this Agreement. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Brownfields Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Brownfields Property.

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

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

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Brownfields Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Brownfields Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Brownfields Property.
- e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Brownfields Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of

public health and the environment than that required by this Agreement.

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

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

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

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

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

24. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 21 through 23 above apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Brownfields Property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible

parties or parents, subsidiaries, or affiliates of potentially responsible parties.

XII. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

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

XIII. PARTIES BOUND

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

XIV. DISCLAIMER

27. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2). However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

28. Except for the land use restrictions set forth in paragraph 12 above and NCGS §

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

XV. DOCUMENT RETENTION

29. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XVI. PAYMENT OF ENFORCEMENT COSTS

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

XVII. NOTICES AND SUBMISSIONS

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

a. for DEQ:

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

b. for Prospective Developer:

Robert Stockel, Manager
615 N Front Street LLC
1221 Arboretum Drive
Wilmington, NC 28405

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

XVIII. EFFECTIVE DATE

32. This Agreement shall become effective on the date the Prospective Developer signs

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

XIX. TERMINATION OF CERTAIN PROVISIONS

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

XX. CONTRIBUTION PROTECTION

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

35. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DEQ

in writing no later than 60 days prior to the initiation of such suit or claim.


36. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DEQ in writing within 10 days of receiving said suit or claim.

XXI. PUBLIC COMMENT

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

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By:



Bruce Nicholson
Chief, Brownfields Redevelopment Section

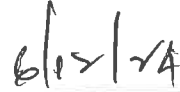
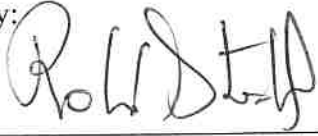
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Date

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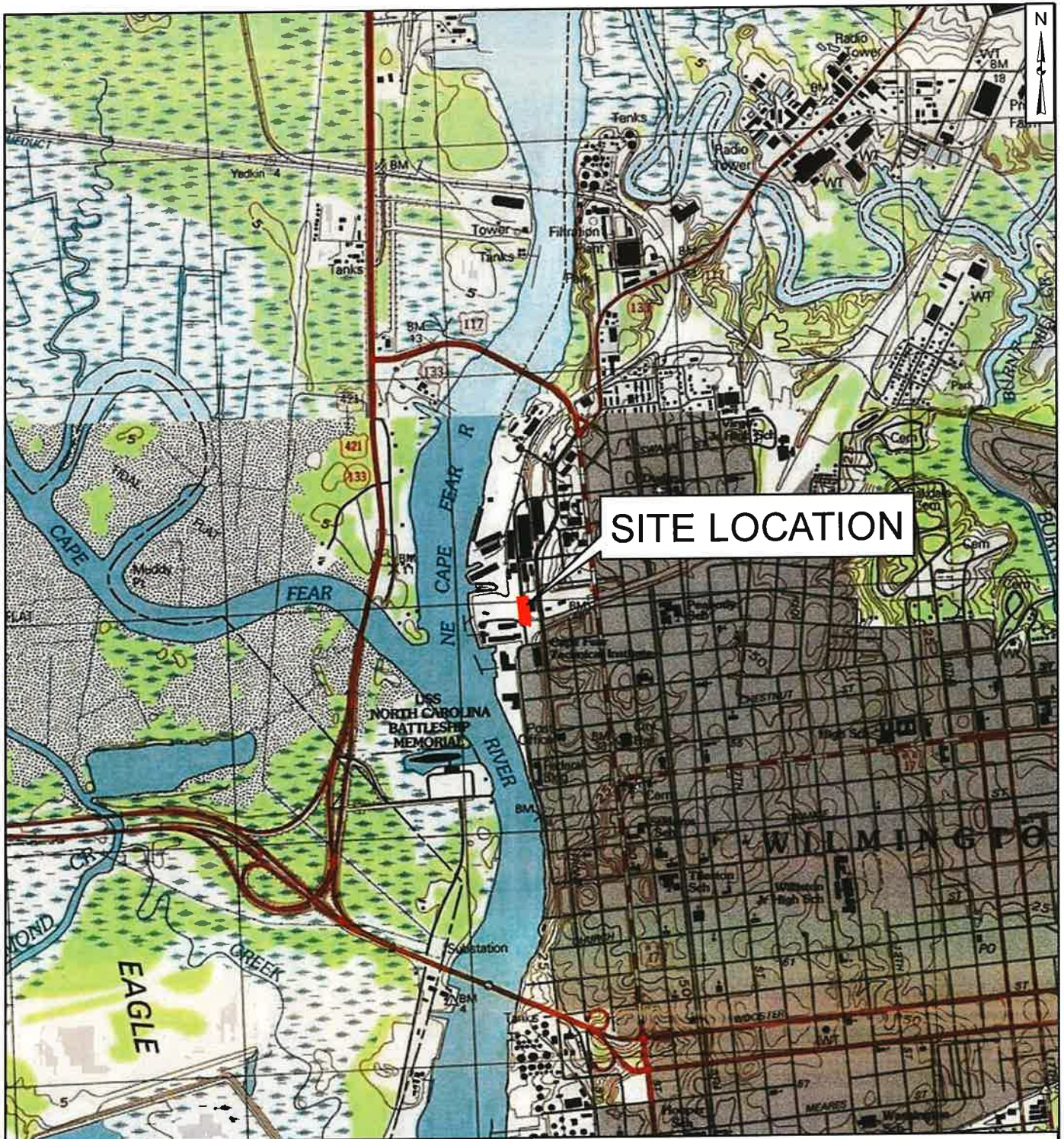
615 N Front Street LLC

By:



Robert Stockel
Managing Member

Date



1,800 900 0 1,800 Feet



Parcel Boundary

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

Site Location

615 North Front Street
Wilmington, NC

Notes:

1. Topographic map is from the United States Geological Survey (USGS) provided by ArcMap10.5, ESRI.
2. Parcel Boundary obtained from New Hanover County, NC online GIS database.

Geosyntec
consultants
Geosyntec Consultants of NC, P.C.

Exhibit

1

Wilmington, NC

April 2022

Exhibit 2
Brownfields Property Name: WWAY
Brownfields Project Number: 22025-18-065

The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels as reported in the Environmental Reports in paragraph 4 of the Brownfields Agreement to which this is an exhibit, the concentration found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

GROUNDWATER

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Arsenic	GW1	6/25/2021	37.6	10
	GW-1D	6/25/2021	37.1	
	GW2	6/25/2021	30.7	
	TW-3	1/24/2018	19	
Benzo(a)anthracene	TW-1	1/24/2018	0.0555	0.05
	TW-5	1/24/2018	0.0695	
Benzo(a)pyrene	TW-5	1/24/2018	0.0682	0.005
Benzo(b)fluoranthene	TW-5	1/24/2018	0.0787	0.05
Chromium, Total	GW1	6/25/2021	83.1	10
	GW-1D	6/25/2021	82.2	
	GW2	6/25/2021	39.2	
	TW-3	1/24/2018	56	
2,4 – Dinitrophenol	TW-3	1/24/2018	4.24	NSE
Lead	GW-1	6/25/2021	15.2	15
	GW-2	6/25/2021	16.1	
	TW-3	1/24/2018	39	

NSE – No standard established.

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
Acenaphthylene	B-8	0-8	11/22/2021	0.030 J	NSE
	TW-5-25	25-26	1/23/2018	1.03	
Arsenic	B-1	8-16	11/22/2021	3.6	0.68
	B-2	0-8	11/22/2021	5.5	
	B-2	8-16	11/22/2021	1.6	
	B-2	16-20	11/22/2021	4.7	
	B-3	0-8	11/22/2021	10.9	
	B-4	8-16	11/22/2021	2.1	
	B-4	16-21	11/22/2021	10	
	B-5	16-22	11/22/2021	6.8	
	B-6	0-8	11/22/2021	0.77	
	B-6	16-22	11/22/2021	5.3	
	B-7	0-8	11/23/2021	3.9	
	B-8	16-23	11/23/201	10	
	B-9	8-16	11/22/2021	2.3	
	B-10	0-8	11/23/2021	10.1	
	HA1-3	3	4/13/2018	14.3	
	HA2-3	3	4/13/2018	22.0	
	HA2-6.5	6.5	4/13/2018	14.5	
	HA3-3	3	4/13/2018	15.1	
	HA3-5.5	5.5	4/13/2018	21.3	
	HA4-Surf	Surface	4/13/2018	2.2	
	HA4-3	3	4/13/2018	49.9	
	HA5-3	3	4/13/2018	12.6	
	HA5-7	7	4/13/2018	11.3	
	SB-1-1	1-2	1/23/2018	5.18	
	SB-1-17	1-2	1/23/2018	0.88	
	SB-3-1	1-2	1/23/2018	6.87	
	SB-4-1	1-2	1/23/2018	2.84	
SB-4-21	21-22	1/23/2018	7.03		
SS-1	2	6/25/2021	3.0		

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
Arsenic	SS-2	2	6/25/2021	2.7	0.68
	SS-3	2	6/25/2021	1.5J	
	SS-4	2	6/25/2021	4.7	
	SS-5	2	6/25/2021	2.5	
	SS-6	2	6/25/2021	2.0	
	SS-7C	0-24	6/25/2021	5.0	
	SS-8C	0-16	6/25/2021	22.6	
	SS-9C	0-20	6/25/2021	1.8J	
	SS-9CD	0-20	6/25/2021	1.5J	
	SS-10C	0-20	6/25/2021	5.4	
	TW-5-1	1-2	1/23/2018	12.1	
	TW-5-25	25-26	1/23/2018	2.08	
Benzo(a)anthracene	HA2-3	3	4/13/2018	1.660	1.1
	HA2-6.5	6.5	4/13/2018	2.420	
	SB-3-1	1-2	1/23/2018	1.48	
Benzo(a)pyrene	B-6	0-8	11/22/2021	0.128 J	0.11
	B-8	0-8	11/22/2021	0.153 J	
	B-9	0-8	11/22/2021	0.111 J	
	HA2-3	3	4/13/2018	1.490	
	HA2-6.5	6.5	4/13/2018	2.220	
	HA3-3	3	4/13/2018	0.796	
	HA3-5.5	5.5	4/13/2018	0.638	
	SB-3-1	1-2	1/23/2018	1.15	
TW-5-25	25-26	1/23/2018	0.809		
Benzo(b)fluoranthene	HA2-3	3	4/13/2018	1.910	1.1
	HA2-6.5	6.5	4/13/2018	2.790	
	HA3-3	3	4/13/2018	1.120	
	SB-3-1	1-2	1/23/2018	1.19	
Benzo(g,h,i)perylene	B-2	0-8	11/22/2021	32.1 J	NSE
	B-6	0-8	11/22/2021	0.0716 J	
	B-7	0-8	11/22/2021	0.0785 J	
	B-8	0-8	11/22/2021	0.116 J	
	B-9	8-16	11/22/2021	0.0918 J	
	HA2-3	3	4/13/2018	0.960	
	HA2-6.5	6.5	4/13/2018	1.380	
	HA3-3	3	4/13/2018	0.648	
	HA3-5.5	5.5	4/13/2018	0.583	
	SB-1-1	1-2	1/23/2018	0.0835	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
Benzo(g,h,i)perylene	SB-3-1	1-2	1/23/2018	0.684	NSE
	TW-5-25	25-26	1/23/2018	0.652	
Cadmium	HA3-3	3	4/13/2018	1.5	1.4
	HA3-5.5	5.5	4/13/2018	1.4	
	HA4-3	3	4/13/2018	5.9	
Chromium, Hexavalent	B-1	0-8	11/22/2021	0.97	0.31
	B-1	8-16	11/22/2021	0.83	
	B-1	16-20	11/22/2021	0.88	
	B-2	0-8	11/22/2021	1.4	
	B-2	8-16	11/22/2021	0.71	
	B-2	16-20	11/22/2021	0.98	
	B-3	0-8	11/22/2021	1.2	
	B-3	8-16	11/22/2021	1	
	B-3	16-21	11/22/2021	0.91	
	B-4	0-8	11/22/2021	0.6	
	B-4	8-16	11/22/2021	3.4	
	B-4	16-21	11/22/2021	0.85	
	B-5	0-8	11/22/2021	0.63	
	B-5	8-16	11/22/2021	1.7	
	B-5	16-22	11/22/2021	0.95	
	B-6	0-8	11/22/2021	0.82	
	B-6	8-16	11/22/2021	0.64	
	B-6	16-22	11/22/2021	0.69	
	B-7	0-8	11/22/2021	1.5	
	B-7	8-16	11/22/2021	0.86	
	B-7	16-20	11/22/2021	1.1	
	B-8	0-8	11/22/2021	1.3	
	B-8	8-16	11/22/2021	1.1	
	B-8	16-23	11/23/2021	0.88	
	B-9	0-8	11/22/2021	1.0	
	B-9	8-16	11/22/2021	0.9	
	B-9	16-23	11/22/2021	0.92	
B-10	0-8	11/23/2021	1.0		
B-10	8-16	11/23/2021	0.86		
B-10	16-25	11/23/2021	0.98		
Indeno(1,2,3-cd)pyrene	HA2-6.5	6.5	4/13/2018	1.28	1.1

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
p-Isopropyltoluene	SS-1	2	6/25/2021	0.0437	NSE
	SS-3	2	6/25/2021	0.0521J	
	SS-4	2	6/25/2021	0.0706	
Lead	HA1-3	3	4/13/2018	551	200
	HA2-3	3	4/13/2018	1,800	
	HA2-6.5	6.5	4/13/2018	780	
	HA3-3	3	4/13/2018	2,090	
	HA3-5.5	5.5	4/13/2018	2,410	
	HA4-3	3	4/13/2018	395	
	HA5-7	7	4/13/2018	430	
	SB1-1	1-2	1/23/2018	296	
	SB-3-1	1-2	1/23/2018	479	
	SB-4-21	21-22	1/23/2018	235	
	TW-5-1	1-2	1/23/2018	1,350	
	SS-3	2	6/5/2021	252	
	SS-7C	0-24	6/25/2021	828	
	SS-8C	0-16	6/25/2021	837	
	B-2	8-16	11/22/2021	240	
	B-2	16-20	11/22/2021	234	
Mercury	B-1	16-20	11/22/2021	2.7	2.3
	SB-3-1	1-2	1/23/2018	4.62	
	SS-7C	0-24	6/25/2021	7.30	
Naphthalene	SS-4	2	6/25/2021	2.15	2.1
Phenanthrene	B-4	0-8	11/22/2021	0.0852 J	NSE
	B-6	0-8	11/22/2021	0.0648 J	
	B-7	0-8	11/22/2021	0.138 J	
	B-8	0-8	11/22/2021	0.357	
	B-9	8-16	11/22/2021	0.0889 J	
	HA2-3	3	4/13/2018	1.14	
	HA2-6.5	6.5	4/13/2018	2.17	
	HA3-3	3	4/13/2018	0.671	
	HA4-3	3	4/13/2018	0.952	
	HA5-3	3	4/13/2018	0.433	
	HA5-7	7	4/13/2018	0.607	
	SB-1-1	1-2	1/23/2018	0.425	
SB-3-1	1-2	1/23/2018	1.37		

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.
NSE – No screening level established.

J – estimated value between the method detection limit and the laboratory reporting limit
 C identifies a composite sample.

Note that there are two sample series with the same SS- prefix; the first set was collected in 2004 and reported by SEI Engineering and Geological Services, PC (2004), and the second set were collected in 2021 by Geosyntec (2021). The soil samples collected on May 20, 2004, as described in SEI Engineering and Geological Services, P.C. 2004 report are excluded from these data tables as the location of these samples cannot be identified for the Brownfields Survey plat.

EXTERIOR SOIL GAS

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from Residential Vapor Intrusion Screening Levels of the Division of Waste Management (February 2024):

Exterior Soil Gas Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Screening Level (µg/m ³)	Residential Screening Level ¹ (µg/m ³)
n-Butane	SG-2	6/25/2021	86	NSE
	SG-3	6/25/2021	700	
	SG-3D	6/25/2021	760	
	SSG-1	6/25/2021	60	
Ethanol	SSG-2	6/25/2021	17	
Tertiary Butyl Alcohol	SSG-2	6/25/2021	18	

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

NSE – No screening level established.

Acetone was detected in every sub-slab sample collected; however, because acetone is a common analytical laboratory introduced compound, the Soil Gas Screening Level (SGSL) for acetone is no longer being published. The most recent Residential SGSL for acetone was 220,000 µg/m³ and none of the detected concentrations exceeded this level. Therefore, acetone data are not summarized on this table, but remain available in the reports related to this property.

Exhibit B to the Notice of Brownfields Property - SURVEY PLAT

Brownfields Project Name: WWAY
Brownfields Project Number: 22025-18-065

015 N. Front Street, Wilmington, N.C. 28405
 Parcel ID: R04716-008-001-000
 City of Wilmington, New Hanover County, North Carolina
 Prospective Developer and Owner: 015 N Front Street LLC
 Date: Feb. 12, 2024

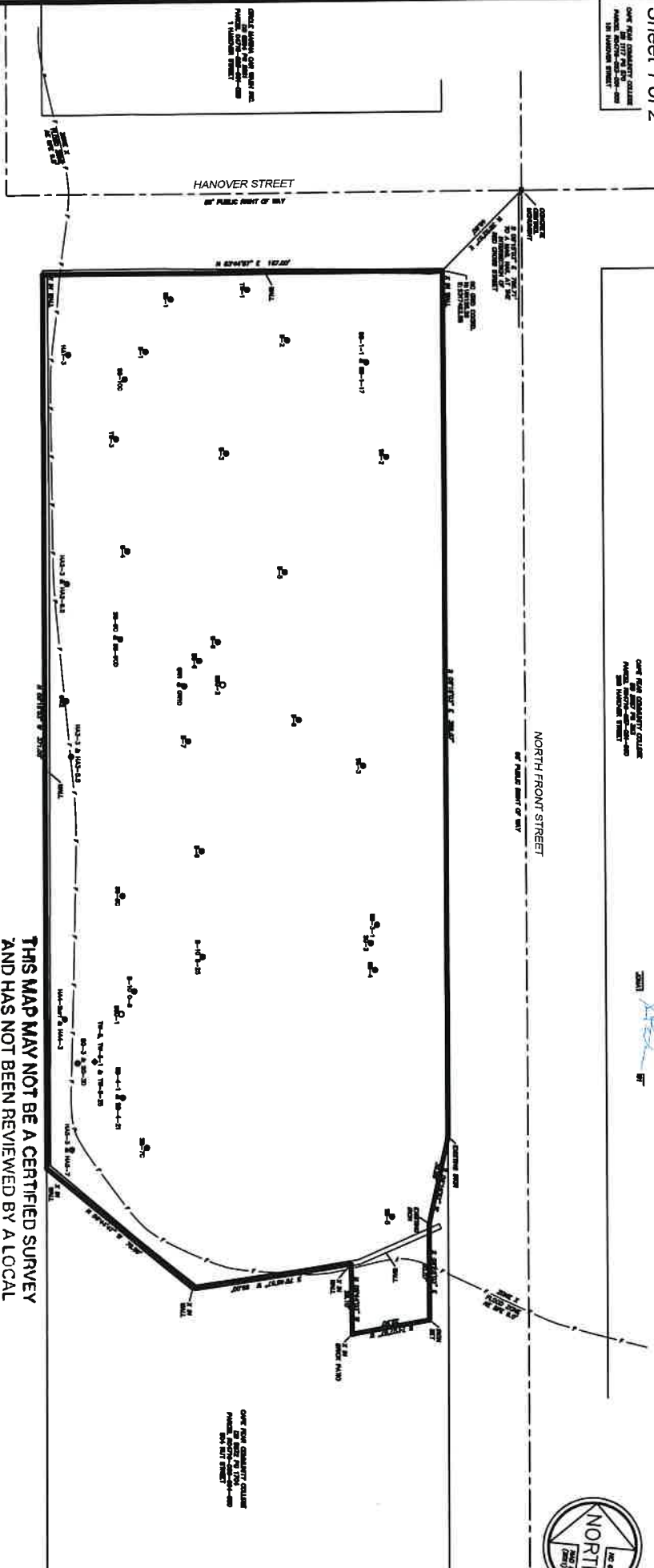
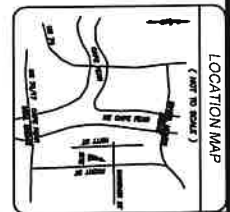
Sheet 1 of 2

ONE FIVE NORTH STREET COLLIER
 PARCEL R04716-008-001-000
 015 HANOVER STREET

ONE FIVE NORTH STREET COLLIER
 PARCEL R04716-008-001-000
 015 HANOVER STREET



STATEMENT OF ACCURACY AND LIABILITY
 I, SCOTT R. SMITH, ENGINEER, HAVE PREPARED THIS SURVEY PLAT FOR THE PROJECT AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS SURVEY PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY OTHER SOURCES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY OTHER SOURCES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY OTHER SOURCES.



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

CONVENTION CENTER DRIVE
 VISIBLE WITH PUBLIC RIGHT OF WAY

HANOVER STREET
 OF PUBLIC RIGHT OF WAY

NORTH FRONT STREET
 OF PUBLIC RIGHT OF WAY

NUTT STREET
 VISIBLE WITH PUBLIC RIGHT OF WAY

- NOTICE TO CONTRACTOR**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WILMINGTON ZONING ORDINANCES AND ANY APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WILMINGTON ZONING ORDINANCES AND ANY APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WILMINGTON ZONING ORDINANCES AND ANY APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

- LEGEND**
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HANOVER DESIGN SERVICES, P.A.
 LAND SURVEYORS ENGINEERS LAND PLANNERS
 1153 ELGIN PARKWAY
 WILMINGTON, N.C. 28405
 TEL: (910) 343-2844
 FAX: (910) 343-2845
 WWW.HANOVERDESIGN.COM

Exhibit B to the Notice of Brownfields Property - SURVEY PLAT

Brownfields Project Name: WWAY
Brownfields Project Number: 22025-18-065

615 N. Front Street, Wilmington, N.C. 28405
 Parcel ID: R04718-005-001-000
 City of Wilmington, New Hanover County, North Carolina
 Prospective Developer and Owner: 615 N Front Street LLC

Sheet 2 of 2

Contaminant Tables

For the purpose of D.C.O.S. § 13B(a)-10(b), this document is filed with the Clerk of Superior Court, New Hanover County, North Carolina.

Date: _____

Prepared by: _____

Reviewed by: _____

Contaminant	Location	Depth	Concentration		Units	Notes
			Max	Min		
Asbestos	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Lead	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Cadmium	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Chromium VI	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Copper	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Iron	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Manganese	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Mercury	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Nickel	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Selenium	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Vanadium	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Zinc	Area 1	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	

Contaminant	Location	Depth	Concentration		Units	Notes
			Max	Min		
Asbestos	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Lead	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Cadmium	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Chromium VI	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Copper	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Iron	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Manganese	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Mercury	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Nickel	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Selenium	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Vanadium	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	
Zinc	Area 2	0-12"	0.00	0.00	ppm	
			0.00	0.00	ppm	

Handover Design Services, P.A.
 1400 S. University Blvd., Suite 200
 Wilmington, N.C. 28405
 Phone: (910) 343-8800
 Fax: (910) 343-8801
 Email: info@hds.com



LAND RESTRICTIONS

This plat is subject to the following restrictions, which are a part of the title of this property. The restrictions are contained in the following sections of the deed:

1. **Use Restrictions:** The property shall be used only for the purposes specified in the deed. Any use not specified in the deed is prohibited.

2. **Transfer Restrictions:** The property shall not be transferred to any person who is not a member of the family of the grantor.

3. **Other Restrictions:** The property shall be subject to all other restrictions contained in the deed.

Land Use Restrictions

The following restrictions apply to the property:

1. **Residential Use:** The property shall be used only for residential purposes. Any other use is prohibited.

2. **Commercial Use:** The property shall not be used for commercial purposes.

3. **Industrial Use:** The property shall not be used for industrial purposes.

Other Restrictions

The following restrictions apply to the property:

1. **Transfer Restrictions:** The property shall not be transferred to any person who is not a member of the family of the grantor.

2. **Use Restrictions:** The property shall be used only for the purposes specified in the deed.

Declaration of Easements

The following easements are declared:

1. **Utility Easement:** The utility company shall have the right to use the property for utility purposes.

2. **Access Easement:** The grantor shall have the right to access the property.

Other Provisions

The following provisions apply to the property:

1. **Severability:** If any provision of this deed is found to be unenforceable, the remaining provisions shall remain in effect.

2. **Entire Agreement:** This deed represents the entire agreement between the parties.

Other Provisions

The following provisions apply to the property:

1. **Severability:** If any provision of this deed is found to be unenforceable, the remaining provisions shall remain in effect.

2. **Entire Agreement:** This deed represents the entire agreement between the parties.

Other Provisions

The following provisions apply to the property:

1. **Severability:** If any provision of this deed is found to be unenforceable, the remaining provisions shall remain in effect.

2. **Entire Agreement:** This deed represents the entire agreement between the parties.

Land Use Restrictions

The following restrictions apply to the property:

1. **Residential Use:** The property shall be used only for residential purposes. Any other use is prohibited.

2. **Commercial Use:** The property shall not be used for commercial purposes.

3. **Industrial Use:** The property shall not be used for industrial purposes.

4. **Other Restrictions:** The property shall be subject to all other restrictions contained in the deed.

Other Provisions

The following provisions apply to the property:

1. **Severability:** If any provision of this deed is found to be unenforceable, the remaining provisions shall remain in effect.

2. **Entire Agreement:** This deed represents the entire agreement between the parties.

3. **Transfer Restrictions:** The property shall not be transferred to any person who is not a member of the family of the grantor.

4. **Use Restrictions:** The property shall be used only for the purposes specified in the deed.

5. **Declaration of Easements:** The following easements are declared:

1. **Utility Easement:** The utility company shall have the right to use the property for utility purposes.

2. **Access Easement:** The grantor shall have the right to access the property.

6. **Other Provisions:** The following provisions apply to the property:

1. **Severability:** If any provision of this deed is found to be unenforceable, the remaining provisions shall remain in effect.

2. **Entire Agreement:** This deed represents the entire agreement between the parties.



JONATHAN L. SMITH, ESQ.

EXHIBIT C
LEGAL DESCRIPTION

BEGINNING at the point of intersection of the Western line of Front Street with the Southern line of Hanover Street as shown by the Map of New Alignment and Right-of-way of North Front Street recorded in Map Book 8, Page 60 in the New Hanover County Registry. Running thence from said Beginning with the Western line of Front Street, South 06°15'03" East 359.67 feet to a point; thence leaving said right of way and with the northern lines of the Cape Fear Community College property South 06°16'57" West 36.88 feet to a point; thence South 06°15'03" East 40.07 feet to a point; thence South 74°07'57" West 32.90 feet to a point; thence North 06°44'03" West 29.10 feet to a point; thence South 75°48'57" West 66.00 feet to a point; thence North 56°44'47" West 78.99 feet to a point in the Eastern line of Nutt Street; thence with said Eastern line of Nutt Street North 06°15'03" West 371.0 feet to the Southern line of Hanover Street; thence with said Southern line of Hanover Street North 83°44'57" East 167.00 feet to the point of BEGINNING, containing 68,731 square feet or 1.58 acres.

THIS property shall be conveyed subject to any and all easements or right-of-way as provided in the Redevelopment Plan, as amended.

MORGHAN GETTY
• COELINS
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 07/09/2024 02:11:15 PM
Book: RB 6716 Page: 864-917
54 PGS \$178.00
Real Property \$178.00
Recorder: KELLIE GILES
Document No: 2024016523

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.