

Exhibit B to the Notice of Brownfields Property - SURVEY PLAT Brownfields Project Name: WWAY

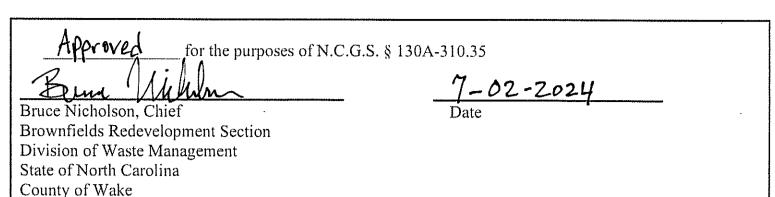
Brownfields Project Number: 22025-18-065

615 N. Front Street, Wilmington, N.C.28405 Parcel ID: R04716-006-001-000

City of Wilmington, New Hanover County, North Carolina

Prospective Developer and Owner: 615 N Front Street LLC

Sheet 2 of 2



Contaminant Tables

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

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)	
	GW1	6/25/2021	37.6	10	
	GW-1D	6/25/2021	37.1		
Arsenic	GW2	6/25/2021	30.7	10	
Ţ	TW-3	1/24/2018	19		
	TW-1	1/24/2018	0.0555	0.05	
Benz(a)anthracene	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	
	GWI	6/25/2021	83.1	10	
	GW-1D	6/25/2021	82.2		
Chromium, Total	GW2	6/25/2021	39.2		
	TW-3	1/24/2018	56		
2,4 - Dinitrophenol	TW-3	1/24/2018	4.24	NSE	
	GW-1	6/25/2021	15.2		
Lead	GW-2	6/25/2021	16.1	15	
	TW-3	1/24/2018	39		

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NSE - No standard established

	SS-2	2	6/25/2021	2.7		
	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	0.68	
Arsenic	SS-8C	0-16	6/25/2021	22.6	0,00	
	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]	
	HA2-3	3	4/13/2018	1.660		
**	HA2-6.5	6,5	4/13/2018	2.420	1.1	
Benzo(a)anthracene	SB-3-1	1-2	1/23/2018	1.48] '.'	
	B-6	0-8	11/22/2021	0.128 J		
	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		
Benzo(a)pyrene	HA2-6.5	6.5	4/13/2018	2.220	0.11	
	HA3-3	3	4/13/2018	0.796]	
	HA3-5.5	5.5	4/13/2018	0.638	1	
	SB-3-1	1-2	1/23/2018	1.15		
	TW-5-25	25-26	1/23/2018	0.809	1	
**************************************	HA2-3	3	4/13/2018	1.910		
	HA2-6.5	6.5	4/13/2018	2.790	1.1	
Benzo(b)fluoranthene	HA3-3	3	4/13/2018	1.120	1.1	
	SB-3-1	1-2	1/23/2018	1.19		
V	B-2	0-8	11/22/2021	32.1 J		
	B-6	0-8	11/22/2021	0.0716 J]	
	B-7	0-8	11/22/2021	0,0785 J]	
Benzo(g,h,i)perylene	B-8	0-8	11/22/2021	0.116 J		
	B-9	8-16	11/22/2021	0.0918 J	NSE	
	HA2-3	3	4/13/2018	0.960] Not	
	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	1	

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Soit Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)	
	SS-I	2	6/25/2021	0.0437	and a second control of the second control o	
p-Isopropyltoluene	SS-3	2	6/25/2021	0.0521J	NSE	
i mahada mana	SS-4	2	6/25/2021	0.0706		
	HA1-3	3	4/13/2018	551		
	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	200	
Lead	SB-3-1	1-2	1/23/2018	479	200	
	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		
	B-1	16-20	11/22/2021	2.7		
Mercury	SB-3-1	1-2	1/23/2018	4,62	2.3	
•	SS-7C	0-24	6/25/2021	7.30		
Naphthalene	SS-4	2	6/25/2021	2.15	2.1	
	B-4	0-8	11/22/2021	0.0852 J		
	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	j	
	HA2-3	3	4/13/2018	1.14		
Phenanthrene	HA2-6.5	6.5	4/13/2018	2.17	NSE	
	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 ent equal to 0.2. S	J	

NSE - No screening level established

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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

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)	
A	B-8	0-8	11/22/2021	0.030 J	NSE	
Acenaphthylene	TW-5-25	25-26	1/23/2018	1.03		
	B-1	8-16	11/22/2021	3.6		
	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	0.68	
	B-10	0-8	11/23/2021	10.1		
Arsenic	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		

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Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
T2	SB-3-1	1-2	1/23/2018	0.684	NSE
Benzo(g,h,i)perylene	TW-5-25	25-26	1/23/2018	0.652	1100
	HA3-3	3	4/13/2018	1.5	
Cadmium	HA3-5.5	5.5	4/13/2018	1.4	1.4
	HA4-3	3	4/13/2018	5.9	
	B-t	0-8	11/22/2021	0.97	
	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	
	13-4	16-21	11/22/2021	0.85	
	B-5	()-8	11/22/2021	0.63	
	B-5	8-16	11/22/2021	1.7	
Chromium,	B-5	16-22	11/22/2021	0.95	0.31
Hexavalent	B-6	0-8	11/22/2021	0.82	0.51
	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	j
	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	0.1]
	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 ontaminant	Sample Location	Depth (ft)	Date of Sampling	Screening Level (mg/kg)	Screening Level ¹ (mg/kg)
g,h,i)perylene	SB-3-1	1-2	1/23/2018	0.684	NSE
garapperyrene	TW-5-25	25-26	1/23/2018	0.652	
	HA3-3	3	4/13/2018	1.5	
ım	HA3-5.5	5.5	4/13/2018	1.4	1.4
	HA4-3	3	4/13/2018	5.9	
	B-1	0-8	11/22/2021	0.97	
	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]	A
	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	ļ
	B-5	0-8	11/22/2021	0.63	
	B-5	8-16	11/22/2021	1.7	
ium,	B-5	16-22	11/22/2021	0.95	0.31
lent	B-6	0-8	11/22/2021	0.82	0.51
	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	
(1,2,3-cd)	HA2-6.5	6.5	4/13/2018	1.28	1.1

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

J -- estimated value between the method detection limit and the laboratory reporting limit

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for

which are derived from Management (February Exterior Soil Gas Contaminant	•	Date of Sampling	Concentration Exceeding Screening	Residentia Sercening Level	
	Location	Samping	Level (µg/m³)	(μg/m ³)	
	SG-2	6/25/2021	86		
	SG-3	6/25/2021	700		
n-Butane	SG-3D	6/25/2021	760		
	SSG-1	6/25/2021	60	NSE	
Ethanol	SSG-2	6/25/2021	17		
Tertiary Butyl Alcohol	SSG-2	6/25/2021	18		

Screening levels displayed for non-careinogens are for a hazard quotient equal to 0.2. Screening levels displayed for careinogens 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 accione is no longer being published. The most recent Residential SGSL for acctone was 220,000 µg/m³ and none of the detected concentrations exceeded this level. Therefore, acctone data are not summarized on this table, but remain available in the reports related to this property.

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HANOVER DESIGN SERVICES, P.A. LAND SURVEYORS ENGINEERS LAND PLANNERS 1123 FLORAL PARKWAY WILMINGTON, N.C. 28403 PHONE: (910) 343-8002 FAX: (910) 343-9941

FIRM CERTIFICATE C-0597

Land Use Restrictions

LAND USE RESTRICTIONS

NCGS 130A-310.35(a) requires recordation of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement pertaining to the property. This survey plat constitutes one of three exhibits to the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the New Hanover County Register of Deeds' office. The exhibits to the Notice are: the Brownfields Agreement for the subject property, which is attached as Exhibit A to the Notice; a reduced version of this survey plat, which is attached as Exhibit B to the Notice; and a legal description for the subject property, which is attached as Exhibit C to the Notice. The land use restrictions below have been excerpted verbatim from paragraph 12 of the Brownfields Agreement, and all paragraph letters/numbers are the same as those used in the Brownfields Agreement. The following Land Use Restrictions are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless canceled by the Secretary of the North Carolina Department of Environmental Quality (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e):

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 condominia, 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

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

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;

without the prior written approval of DEQ.

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 ination (e.g., USTs, ASTs, tanks, drums, septic drain fields, oil-water separators, soil

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

ii. soil grading and cut and fill actions;

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

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).

<u>Groundwater</u>

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

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

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 DEQapproved 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

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.

1. 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

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:

restriction is waived in writing in advance by DEQ.

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 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

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 scal 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 ______, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be reducted to the extent said reductions 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 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 crosion 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

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.

MORGHAN GETTY
COLLINS
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 02:11:14 PM

Book: PLAT 75 Page: 69-71

3 PGS \$42.00

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REGISTER OF DEEDS

NC FEE \$42.00