

**Brownfields Project #:** 07015-03-11  
**Brownfields Property:** Historic Cotton Mill, 191 Riverside Drive  
**Property Owner (In whole or part):** River Link, Inc.



**LAND USE RESTRICTIONS ("LUR") UPDATE**

LUR 1: No use may be made of the Brownfields Property other than for artist studios, retail or other commercial purposes, residential purposes and, on the ground level, parking and open space. For purposes of this restriction, the following definitions apply:

- a. "Retail" refers to an activity, the principal use or purpose of which is the sale of goods, products, or merchandise directly to the consumer.
- b. "Commercial" refers to an occupation, employment, or enterprise that is carried on for profit by the owner, lessee, or licensee.
- c. "Residential" refers to use for a permanent dwelling of any single family, detached, duplex, triplex, quadriplex, attached or multifamily dwelling; any manufactured home; any mobile home; any group home; any boarding house or any dormitory.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 2: Unless compliance with this Land Use Restriction is waived in writing by the Department of Environment and Natural Resources ("DENR") in advance in regard to particular buildings, no building on the Brownfields Property may be used until mechanical ventilation with outdoor air is provided in compliance with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code ("Code"), or another standard approved in writing in advance by DENR. Compliance with the Code shall entail the following, depending upon whether a building sought to be used is existing (subparagraph a.) or new (subparagraph b.):

- a. This subparagraph applies to buildings on the Brownfields Property at the time the Notice of Brownfields Property ("Notice") is recorded, as depicted on the plat component of said Notice.

- i. A professional engineer registered in North Carolina shall inspect the mechanical ventilation system and shall document any measures required to bring the system into compliance with the Code.
  - ii. A North Carolina heating, ventilation and air-conditioning contractor shall implement any measures documented by the professional engineer.
  - iii. A party certified by the American Association of Balancing Contractors or the National Environmental Balancing Bureau, other than the professional engineer or heating, ventilation and air-conditioning contractor in question, shall perform testing, adjusting and balancing of the system when any work by the contractor is complete. Within seven (7) days after its issuance, a copy of the Certified Test and Balance Report shall be submitted to DENR.
  - iv. The professional engineer shall provide DENR certification under seal that all possible entrances for vapors, including without limitation foundation cracks, holes in concrete floors, gaps around pipes and utility lines, major cracks in walls, sumps and floor drains, have been sealed, and that the mechanical ventilation system complies with the Code.
- b. As to buildings constructed on the Brownfields Property after the effective date of the Brownfields Agreement ("Agreement"), defined as those not depicted on the plat component of the Notice, a professional engineer shall provide DENR certification under seal that a mechanical ventilation system that complies with the Code has been installed.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 3: No building may be constructed on the Brownfields Property unless a vapor barrier membrane system and, at DENR's discretion, a mechanical or passive vapor mitigation system is installed in accordance with a plan approved in writing in advance by DENR. Sheeting at least six (6) mils thick that is designed to prevent vapors from entering the building, a spray membrane liner system consisting of material resistant to the contaminants listed in tables (2)(a) and (b) of the Notice, or another vapor barrier system may be proposed for DENR approval. No vapor barrier shall be approved unless

it is to be installed under the entire slab-on-grade foundation of the building, and sealed around any vertical pilings and other support structures underneath the slab, overlapped, and taped, glued or otherwise stabilized, so as to minimize air migration pathways. Within thirty (30) days following installation of the vapor barrier system and/or vapor mitigation system, DENR shall be provided certification of proper installation under seal of a professional engineer registered in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 4: Surface water and underground water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 5: No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 6: Soil underlying paved and other impervious surfaces and buildings at the Brownfields Property, and soil proposed to be exposed in association with any construction on the Brownfields Property, may not be exposed unless and until DENR has approved in writing a plan to protect public health and the environment during the activities that would expose such soil. DENR may inspect, and require screening or sampling for contaminants in, the exposed soil. If screening or sampling discloses contamination that DENR determines may pose an unacceptable level of risk to public health or the environment, as much soil as DENR requires shall be removed and disposed of in accordance with applicable law, and any other actions DENR requires to make the Brownfields Property suitable for the uses specified in this Agreement shall be taken. If DENR determines that the exposed soil is contaminated at levels that would not pose an unacceptable risk to public health or the environment if capped, DENR may require the soil to be capped, with perpetual maintenance of the cap, to the satisfaction of DENR.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 7: Landscaping and contours at the Brownfields Property may not be disturbed without the approval of DENR, except for mowing and pruning of above-ground vegetation.

In compliance  Out of compliance

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

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 9: No monitoring wells on the Brownfields Property may be decommissioned except in accordance with prior written conditions imposed by the relevant DENR program.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 10: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in tables (2)(a) and (b) in the Notice, may be used or stored at the Brownfields Property without the prior approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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\_\_\_\_\_

LUR 11: The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the approval of DENR.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
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LUR 12: The Brownfields Property may not be used as a playground, or for child care centers or schools, but may have exterior play or learning areas.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 13: Neither DENR nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 14: No building, nor change to the configuration of land use at the Brownfields Property, may occur without DENR's prior written approval.

In compliance  Out of compliance

Remarks: \_\_\_\_\_

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LUR 15: The owner(s) of the Brownfields Property is/are responsible for maintaining in good repair all impervious and hard pervious surfaces at the Brownfields Property, whether or not another party has made a commitment to perform any part of said maintenance. For purposes of this Land Use Restriction, the following definitions apply:

- i. "Impervious surface" means any structure or groundcover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or other natural or man-made material that prevents the absorption of surface water into the soil; and
- ii. "Hard pervious surface" means any structure or groundcover that allows absorption of surface water into the soil, but has a hard surface formed or cast in place that protects land users from exposure to potential contaminants in the soil. Pervious concrete and pervious tennis court materials are examples.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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LUR 16: During January of each year after the year in which the Notice is recorded, the then current owner of any part of the Brownfields Property shall submit this notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Buncombe County Register of Deeds office, that the land use restrictions are being complied with and that impervious and hard pervious surfaces at the Brownfields Property are being maintained such that they are continuing to function as caps.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
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Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that the Notice remains recorded at the Buncombe County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Karen Cagnolin, executive director of RiverLink, Inc., owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Karen Cagnolin

In the case of owners that are entities:

Signature of individual signing: \_\_\_\_\_

Name typed or printed:

Karen Cagnolin

Title:

Executive Director, RiverLink, Inc.

In the case of all owners:

Date: \_\_\_\_\_

[RiverLink, Inc]

By: Karen Cragolin

ATTEST:

Esther Cartwright *Esther Cartwright*  
Name typed or printed: ESTHER CARTWRIGHT  
Secretary, RiverLink, Inc.

NORTH CAROLINA  
Buncombe COUNTY

I, Justin Thomas Sharpe, a Notary Public of the county and state aforesaid, certify that Esther Cartwright personally came before me this day and acknowledged that he/she is the Secretary of RiverLink, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Land Use Restriction Update was signed in its name by its Executive Director, RiverLink, Inc. Karen Cragolin and attested by her as its Secretary.

WITNESS my hand and official stamp or seal, this 16th day of JANUARY, 2013

*Justin Thomas Sharpe*  
Name: Justin Thomas Sharpe  
Notary Public

My Commission expires: Aug. 14, 2016

[Stamp/Seal]

