

Brownfields Program
File Room Document Transmittal Sheet

23

Your Name: Shirley Liggins
Project ID: 0702503068
Facility Name: Don Christian Prpty-Main Street Prop
Document Group: Land Use Restriction Updates (LURU)
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Author of Doc: Laura Van Sant

File Room Use Only

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0702503068

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Brownfields Project #: 07025-03-68

Brownfields Property: Don Christian Property, 206 East Main Street

Property Owner (In whole or part): Main Street Properties of Chapel Hill, LLC



LAND USE RESTRICTIONS (“LUR”) UPDATE

LUR 1: No use may be made of the Brownfields Property other than for commercial retail, restaurant, office and parking uses, and as an arts performance, teaching and exhibit center. For purposes of the Brownfields Agreement (“Agreement”), “commercial retail” refers to an enterprise or activity the principal use or purpose of which is the sale of goods, products, or merchandise directly to the consumer for profit by the owner, lessee, or licensee.

In compliance Out of compliance

Remarks: _____

LUR 2: Surface water and underground water at the Brownfields Property may not be used for any purpose without the approval of the Department of Environment and Natural Resources (“DENR”) or its successor in function.

In compliance Out of compliance

Remarks: _____

LUR 3: 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 or its successor in function in any areas proposed for such activities, and submittal of the analytical results to DENR or its successor in function. If such results disclose to DENR or its successor in function contamination in excess of North Carolina’s groundwater quality standards, the proposed activities may not occur without the approval of DENR or its successor in function on such conditions as DENR or its successor in function 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: _____

LUR 4: Soil underlying paved surfaces and buildings at the Brownfields Property may not be exposed without prior sampling and analysis of such soil to the satisfaction of DENR or its successor in function, and submittal of the analytical results to DENR or its successor in function. If such results disclose contamination in excess of the applicable standards as determined by DENR or its successor in function, the soil may not be exposed without the approval of DENR or its successor in function on such conditions as DENR or its successor in function imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the activities that would expose such soil.

In compliance Out of compliance

Remarks: _____

LUR 5: Soil not previously sampled for contaminants may not be exposed without a minimum of five (5) business days advance written notice to DENR or its successor in function. At the time such soil is exposed, DENR or its successor in function may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR or its successor in function determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR or its successor in function requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR or its successor in function requires to make the Brownfields Property suitable for the uses specified in the Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR or its successor in function determines would not contaminate groundwater if capped, or pose an imminent threat to public health or the environment if exposed, as much soil as DENR or its successor in function requires shall be removed and disposed of in accordance with applicable law or capped to the satisfaction of DENR or its successor in function.

In compliance Out of compliance

Remarks: _____

LUR 6: No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance Out of compliance

Remarks: _____

LUR 7: No basements may be constructed on the Brownfields Property unless they are, as determined by DENR or its successor in function, vented in conformance with applicable building codes.

In compliance Out of compliance

Remarks: _____

LUR 8: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in subparagraphs (2)a. and (2)b. of the Notice of Brownfields Property ("Notice"), may be used or stored at the Brownfields Property without the prior approval of DENR or its successor in function, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance Out of compliance

Remarks: _____

LUR 9: The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the approval of DENR or its successor in function. For the purposes of the Agreement, "park" does not include paved or outdoor sales or festival areas.

In compliance Out of compliance

Remarks: _____

LUR 10: The Brownfields Property may not be used as a playground, or for child care centers or schools.

In compliance Out of compliance

Remarks: _____

LUR 11: During January of each year after the Agreement becomes effective, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR or its successor in function certifying that the Notice remains recorded at the Orange County, North Carolina Register of Deeds' office, and that these land use restrictions are being complied with.

In compliance Out of compliance

Remarks: _____

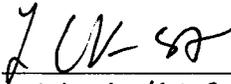
Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that the Notice remains recorded at the Orange County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Laura Van Sant for MW, owner of at least part of the Brownfields Property.

STREET PROPERTIES
OF WAKE HILL
LLC

Name typed or printed of party making certification: MAIN STREET PROPERTIES OF CHAPEL HILL LLC

In the case of owners that are entities:

Signature of individual signing: 
Name typed or printed: LAURA VAN SANT FOR MAIN STREET PROPERTIES LLC
Title: MANAGER

In the case of all owners:

Date: 2/14/11

[use for LLCs]

MAIN STREET PROPERTIES OF CHAPEL HILL
[Insert Name of LLC] LLC

By: L.V.S.
Name typed or printed: LAURA VAN SANT
Member/Manager

NORTH CAROLINA
Johnston COUNTY

I, Brandon A. Batten, a Notary Public of the county and state aforesaid, certify that Laura Van Sant personally came before me this day and acknowledged that he/she is a Member of Main Street Properties, LLC, a North Carolina (state) limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Land Use Restriction Update was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 14 day of September, 2011.

Brandon A. Batten
Name typed or printed: Brandon A. Batten
Notary Public

My Commission expires: 5/25/2014

