

Airboss Rubber Compounding (NC) Inc.  
500 Airboss Pky  
Scotland Neck, NC 27874



Date: January 23, 2013

To: Mr. David Peacock  
Brownfield Compliance Coordinator  
NC Brownfield Program  
1646 Mail Service Center  
Raleigh, NC 27699-1646



From: Airboss Rubber Compounding  
Doug Shelton

Dear Sir:

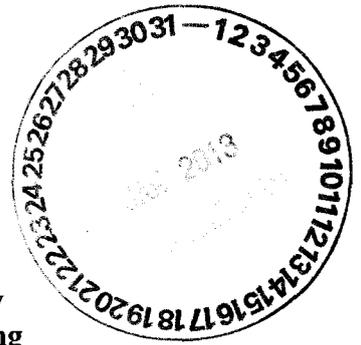
Enclosed please find the 2012 land use Restrictions Update as required by  
Brownfield Project # 08026-04-42.

Doug Shelton

A handwritten signature in cursive script, appearing to read "Doug Shelton".

Plant Controller  
Airboss Rubber Compounding  
Scotland Neck, NC

Cc Reza Alipour,  
Andy Rodak (Duncklee & Dunham)  
File: Newmarket, Kitchener



**2012 LAND USE RESTRICTIONS (“LUR”) UPDATE**

**Brownfields Project #: 08026-04-42**

**Brownfields Property: Former Fulflex Inc., 501 Airboss Parkway**

**Property Owner (In whole or part): AirBoss Rubber Compounding**

**Inspection Date: November 29, 2012**

LUR 1: No use may be made of the Brownfields Property other than for industrial purposes, defined as heavy or light manufacturing, and, pending industrial use, for office space in the Brownfields Property’s existing manufacturing building (if the Department of Environment and Natural Resources (“DENR”) determines that the building’s ventilation system is adequate), indoor storage of electrical transformers or other utility-related equipment, and indoor or outdoor storage of other material that does not violate Land Use Restriction 9 below.

- a. For purposes of the Brownfields Agreement (“Agreement”), heavy manufacturing means the assembly, fabrication, or processing of goods and materials using processes that ordinarily have greater than average impacts on the environment, or that ordinarily have significant impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare, or health and safety hazards, or that otherwise do not constitute “light manufacturing” or any use where the area occupied by outdoor storage of goods and material used in the assembly, fabrication, or processing exceeds 25 percent of the floor area of all buildings on the Brownfields Property; or
- b. For purposes of the Agreement, light manufacturing means an industrial use at which no process water or wastewater is generated, and any assembly, fabrication, or processing of goods and materials using processes that ordinarily do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such assembly, fabrication, or processing takes place, where such processes are housed entirely within a building, or where the area occupied by the outdoor storage of goods and material used in such processes does not exceed 25 percent of the floor area of all the buildings on the Brownfields Property.

In compliance  X  Out of compliance     

Remarks:  Facility is still engaged in heavy manufacturing of rubber.   
\_\_\_\_\_  
\_\_\_\_\_

LUR 2: Surface water and underground water at the Brownfields Property may not be used for any purpose without the approval of DENR or its successor in function.  
In compliance X 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 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 X Out of compliance \_\_\_\_\_

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

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 X Out of compliance \_\_\_\_\_

Remarks: Observed the construction of a concrete-paved driveway access to the new dust collector system on the west side of the property. The driveway appeared to be 2-3" in thickness. AirBoss stated that only minor grading activities were performed during driveway construction (i.e. to level the ground surface), and 4-6" of underlying soil was disturbed as part of the driveway construction. The excess soil was graded onto either side of the new driveway. This area, located on the east side of the building has never been an area of concern at the site.

LUR 4: 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  X  Out of compliance \_\_\_\_\_

Remarks:  No stockpiled soil observed on the property

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LUR 5: Soil, landscaping and contours at the Brownfields Property may not be disturbed without the approval of DENR or its successor in function, except for mowing and pruning of above-ground vegetation.

In compliance  X  Out of compliance \_\_\_\_\_

Remarks:  No changes to surface contours observed as part of the new dust collector installation.

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  X  Out of compliance \_\_\_\_\_

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

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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 X 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 the tables in (2) above 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 X Out of compliance \_\_\_\_\_

Remarks: Performed chemical survey inside plant. Chemicals observed include oils, rubber adhesives, alkaline cleaners, petroleum distillate parts washing fluid, plasticizers, gasoline, etc.

LUR 9: Other than use of the Brownfields Property's existing sports fields for recreational purposes by employees of any business that operates at the Brownfields Property, 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.

In compliance X Out of compliance \_\_\_\_\_

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

LUR 10: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production, except that crops may continue to be grown in the area to the southeast of the manufacturing building, east of the intermittent stream. Said area is delineated, and denominated "current agricultural use," on Exhibit B of the Notice.

In compliance X Out of compliance \_\_\_\_\_

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

LUR 11: The Brownfields Property may not be used as a playground, or for child care centers or schools.

In compliance X Out of compliance \_\_\_\_\_

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

LUR 12: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance X Out of compliance \_\_\_\_

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

LUR 13: A vapor barrier, at least four (4) millimeters thick and consisting of a material resistant to the contaminants listed in paragraph 8 of the Agreement, shall be installed under the entire slab-on-grade foundation of any and all buildings henceforth constructed on the Brownfields Property. In installing the vapor barrier, Prospective Developer or subsequent owner shall ensure that it is sealed around any vertical pilings or support structures underneath the slab, and that it is overlapped and taped so as to block potential air migration pathways. A spray membrane liner system consisting of a material resistant to the same contaminants may be installed in lieu of a vapor barrier.

In compliance X Out of compliance \_\_\_\_

Remarks: No new buildings were observed on the property during the inspection.

LUR 14: 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 Halifax County, North Carolina Register of Deeds' office, and that the land use restrictions are being complied with.

In compliance X Out of compliance \_\_\_\_

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

Brownfields Project #: 08026-04-42  
Brownfields Property: Former Fulflex Inc., 501 AirBoss Parkway  
Property Owner: AirBoss Rubber Compounding  
Inspection Date: November 29, 2012

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

This Land Use Restrictions Update is certified by the AirBoss Rubber Compounding, owner of the Brownfields Property.

AirBoss Rubber Compounding

J. Douglas Shelton  
By:

NORTH CAROLINA  
HALIFAX COUNTY

I, Corey P. Stator, a Notary Public of the County and State aforesaid, do hereby certify that J. Douglas Shelton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 23 day of JAN, 2013.

Corey P. Stator  
Name:  
Notary Public

My Commission expires: DEC. 16, 2015

[Stamp/Seal]



DUNCKLEE  
& DUNHAM

ENVIRONMENTAL GEOLOGISTS & ENGINEERS  
511 KEISLER DRIVE - SUITE 102  
CARY, NORTH CAROLINA 27518  
OFFICE: (919) 858-9898  
[WWW.DUNCKLEEDUNHAM.COM](http://WWW.DUNCKLEEDUNHAM.COM)

January 4, 2013

Mr. Douglas Shelton  
AirBoss Rubber Compounding  
501 AirBoss Parkway  
Scotland Neck, North Carolina 27874



Reference: **Land Use Restrictions Update for 2012  
Former Fulflex, Inc. Property  
501 AirBoss Parkway  
Scotland Neck, Halifax County, North Carolina**

Dear Mr. Shelton:

On behalf of AirBoss Rubber Compounding, Inc. (AirBoss), Duncklee & Dunham, P.C. (Duncklee & Dunham) is pleased to present this letter report regarding the status of Land Use Restrictions (LURs) associated with the above-referenced brownfields site. The LURs are specified in a Brownfields Agreement (BFA) formerly entered into between the Town of Scotland Neck and the North Carolina Brownfields Program (NCBP) within the North Carolina Department of Environment and Natural Resources (NCDENR), and recorded in Halifax County on February 8, 2005. The BFA requires an annual compliance certification for each LUR contained in the BFA. As the new owner of the property, AirBoss assumes the responsibility for ensuring the compliance certification is completed pursuant to the BFA.

On November 29, 2012, Andrew Rodak, P.E. of Duncklee & Dunham performed a site reconnaissance of the property to document compliance with the LURs. The property is currently owned and operated by (AirBoss) for the manufacture of rubber products. Mr. Rodak performed an inspection of the facility interior and surrounding grounds as part of the site reconnaissance.

Based on Mr. Rodak's observations during the site reconnaissance, the facility is in compliance with the LURs specified in Section V.15 of the BFA. Mr. Rodak filled out the NCBP-supplied form listing his observations pursuant to the individual LURs based on his inspection of the property; the completed form is attached to this letter.

The attached certification must be signed and notarized by official representative authorized to act on AirBoss's behalf. AirBoss must also confirm with the Halifax County Register of Deeds that the Notice of Brownfields Property and plat are still recorded, prior to executing the certification. The original Notice of Brownfields Property was recorded in Book 2065, Page 631. AirBoss must then complete the section on page 6 of the attached form certifying that the Notice of Brownfield Property/plat is still recorded with the Halifax County Register of Deeds and that the property is in compliance with all LURs.

When the form has been certified, please mail the original signed/notarized version to Mr. David Peacock, Brownfields Compliance Coordinator, North Carolina Brownfields Program at 1646 Mail Service Center, Raleigh, NC 27699-1646 no later than January 31, 2013. Please email us a scan of the signature/notary page of the attachment when executed, as we no longer have a fax machine. We will scan it, save the final completed document for our files, and email a copy back to you and the NCBP file room as well.

If you have any questions or comments, please call Daphne Jones at 919-858-9898 or [daphne@dunckleedunham.com](mailto:daphne@dunckleedunham.com). Duncklee & Dunham appreciates the opportunity to be of service to the AirBoss.

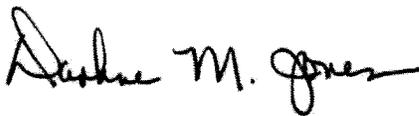
Sincerely,

**Duncklee & Dunham, P.C.**



Andrew M. Rodak, P.E.  
Senior Engineer

*Senior Peer Review:*



Daphne M. Jones, P.G., R.S.M.  
Senior Geologist

Cc: Shirley Liggins

Attachment: 2012 LURU Certification

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