

1/20/2013

**Brownfields Project #:** 08031-04-60  
**Brownfields Property:** Alcan Packaging, 1600 Westinghouse Boulevard  
**Property Owner (In whole or part):** MPP 1600, LLC



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

LUR 1: No use may be made of the Property other than industrial use. For purposes of this restriction, industrial use is defined as a use which involves the assembly, fabrication or processing of goods or materials, or the storage, transportation or distribution of those goods or materials, using processes that do not create unreasonable noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such assembly, fabrication, processing, storage, transportation or distribution takes place.

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").

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 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 4: The owner(s) of the portion of the Brownfields Property denominated "Contaminated Soil" on the plat component of the Notice of Brownfields Property ("Notice") shall be responsible for maintaining the asphalt cap over that portion, and for including with each year's LURU (see Land Use Restriction 13 below) a certification that the asphalt cap is being properly maintained. Soil in this portion of the Brownfields Property may not be exposed without prior sampling and analysis of such soil to the satisfaction of DENR, and submittal of the analytical results to DENR. If such results disclose contamination in excess of the applicable standards, as determined by DENR, the soil may not be exposed 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 activities that would expose such soil.

In compliance  Out of compliance

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

LUR 5: 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 6: 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 7: 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. of 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 8: 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 9: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

In compliance  Out of compliance

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

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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: \_\_\_\_\_

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LUR 11: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance  Out of compliance

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

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LUR 12: No 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 13: During January of each year after the Brownfields Agreement becomes effective, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with, and, in the case of owners of affected portions of the Brownfields Property, accompanied by the certifications and reports required by these land use restrictions.

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 Mecklenburg County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by MPP 1600, LLC, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Patrick Pierce

In the case of owners that are entities:

Signature of individual signing: \_\_\_\_\_  
Name typed or printed: \_\_\_\_\_  
Title: \_\_\_\_\_

In the case of all owners:

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

[Insert notary block from among the following that is pertinent to type of party submitting LURU: corporation, LLC, partnership or individual.]  
[use for corporations]

[Insert Name of Corporation] MPP 1600, LLC

By: Patrick E. Pierce  
Name typed or printed: PATRICK PIERCE  
Title typed or printed: MANAGER

ATTEST:

\_\_\_\_\_  
Name typed or printed:  
Secretary, \_\_\_\_\_ (corporation name)

NORTH CAROLINA  
Mecklenburg COUNTY

I, RAMONA L. MULLET, a Notary Public of the county and state aforesaid, certify that PATRICK E. PIERCE personally came before me this day and acknowledged that he/she is the Secretary of MPP 1600, LLC (LLC corporation name), a NORTH CAROLINA (state) LLC 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 \_\_\_\_\_ and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 14th day of  
JANUARY, 2008<sup>13</sup>

Ramona L. Mullet  
Name: RAMONA L. MULLET  
Notary Public

My Commission expires: June 3, 2017

[Stamp/Seal]

