



CITY of WILMINGTON
North Carolina

P.O. BOX 1810
28402

LEGAL DEPARTMENT
(910) 341-7820
FAX (910) 341-5824

January 15, 2014

N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646



Re: Land Use Restrictions Update Forms (LURU)
Wilmington Convention Center, 510 Nutt Street (09040-05-65)
Almont Shipping, 10 Harnett Street and 501 Nutt Street (10040-06-65)

Dear Sir/Ma'am:

Enclosed are the required annual LURU forms for the above referenced sites.

If you have any questions after reviewing these forms, please advise.

Sincerely,

Heather Padgett
Executive Support Specialist

Enclosures

cc: Mike Naklicki, City Engineering Division
Roger Johnson, Special Ass't. to the City Manager

Brownfields Project #: 09040-05-65
Brownfields Property: Wilmington Convention Center, 525 Nutt Street
Property Owner (In whole or part): City of Wilmington



LAND USE RESTRICTIONS (“LUR”) UPDATE

LUR 1: Only mixed use, in the form of a convention center, a parking deck, commercial retail establishments, restaurants, office or professional space or a hotel, may occur on the Brownfields Property, except on those portions acceptable to the Department of Environment and Natural Resources (“DENR”) that may be used as a waterfront park and/or for the Wilmington Riverwalk. For purposes of this restriction, mixed use is defined as a project characterized by three or more significant uses (such as retail, office, restaurant, hotel, convention center, entertainment, cultural, recreational or park uses) that are mutually supporting and have a significant physical and functional integration of project components which are developed in conformance with a plan for the project.

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 prior written approval of 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. Any water pumped from the ground shall be containerized, sampled and disposed of to DENR’s satisfaction. If sampling results disclose to DENR contamination in excess of North Carolina’s groundwater quality standards, the proposed activities may not occur without the prior written approval of DENR on such conditions

as DENR imposes, including at a minimum legal approval of plans and procedures to protect public health and the environment during the proposed activities.

In compliance Out of compliance

Remarks: _____

LUR 4: In the areas denominated "Contaminated Soil" on the plat component of the Notice of Brownfields Property ("Notice"), any and all asphalt or concrete covers must be maintained in good repair to the satisfaction of DENR.

In compliance Out of compliance

Remarks: _____

LUR 5: No soil may be excavated or removed from the areas denominated "Contaminated Soil," on the plat component of the Notice, without a minimum of seven (7) business days advance written notice to, and the written approval of, DENR, unless DENR states otherwise in writing in advance.

In compliance Out of compliance

Remarks: _____

LUR 6: No soil may be excavated or removed outside the areas denominated "Contaminated Soil," on the plat component of the Notice, without a minimum of seven (7) business days advance written notice to DENR. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. This restriction does not apply to the area denominated "1999 excavation area" on the plat component of the Notice. If previously unknown soil contamination is discovered that DENR 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 requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR requires to make the Brownfields

Property suitable for the uses specified in the Brownfields Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR 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 requires shall be removed and disposed of in accordance with applicable law or capped.

In compliance Out of compliance

Remarks: _____

LUR 7: Soil, landscaping and contours at the Brownfields Property may not be removed without the prior written approval of DENR except for mowing and pruning of above-ground vegetation or replacement of small bushes and small trees.

In compliance Out of compliance

Remarks: _____

LUR 8: 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 9: No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

In compliance Out of compliance

Remarks: _____

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

In compliance Out of compliance

Remarks: _____

LUR 11: Except for portions of the Brownfields Property acceptable to DENR that may be used as a waterfront park and/or the Wilmington Riverwalk, 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 prior written approval of DENR.

In compliance Out of compliance

Remarks: _____

LUR 12: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

In compliance Out of compliance

Remarks: _____

LUR 13: The Brownfields Property may not be used as a playground, or for child care centers, or Schools, with outdoor use areas.

In compliance Out of compliance

Remarks: _____

LUR 14: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance Out of compliance

Remarks: _____

LUR 15: 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: _____

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 a notarized Land Use Restrictions Update to DENR certifying that the Notice remains recorded at the New Hanover County Register of Deeds office, that the land use restrictions are being complied with, and that, in the areas denominated "Soil Contamination" on the plat component of the Notice, any and all asphalt or concrete covers have been inspected at least quarterly and are in good repair.

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

This Land Use Restrictions Update is certified by **City of Wilmington**, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Sterling B. Cheatham, City Manager.

In the case of owners that are entities:

Signature of individual signing: 
Name typed or printed: Sterling B. Cheatham
Title: City Manager, City of Wilmington

In the case of all owners:

Date: 1-14-14

City of Wilmington, North Carolina

By: *Sterling B. Cheatham*

Name typed or printed: Sterling B. Cheatham

Title typed or printed: City Manager

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

I, *Christine L. Compton*, a Notary Public for the above State and County, certify that the City Manager of the City of Wilmington, North Carolina personally came before me today and acknowledged that he is the City Manager of the City of Wilmington, North Carolina, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing document was signed by him as the City Manager.

WITNESS my hand and official seal this the *14th* day of *January*, 20 *14*.

Christine L. Compton
Notary Public

Christine L. Compton
Printed Name

My commission expires: *June 7, 2014*

