

RECORDED AND VERIFIED  
LOIS J. MOORING  
REGISTER OF DEEDS

Return to Seegars Fence Co.

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Recorded: 10/03/2013 at 02:58:01 PM  
Fee Amt: \$102.00 Page 1 of 34  
WAYNE COUNTY, NC  
LOIS J MOORING REGISTER OF DEEDS  
BK 3051 PG 53-86**INDEXED**

34-102.00

Brownfields Property Owner: Scouts, LLC  
Recorded in Book 3051, Page 53  
Associated plat recorded in Plat Book N, Page 98F-G**NOTICE OF BROWNFIELDS PROPERTY**

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 3<sup>rd</sup> day of October, 2013 by Scouts, LLC (hereinafter "Prospective Developer").

The Notice concerns contaminated Brownfields Property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (hereinafter "NCGS"), Section (hereinafter "§") 130A-310.35(b).

This Notice is required by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a Brownfields Property (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "Act").

Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer's receipt of DENR's approval of the Notice or Prospective Developer's entry into the Brownfields Agreement required by the Act, whichever is later. Pursuant to NCGS § 130A-310.35(c), the copy of the Notice certified by DENR must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under Prospective Developer's name.

The Brownfields Property comprises 15.22 acres and is located at 401 Patetown Road in Goldsboro, Wayne County, North Carolina 27530. The site was initially developed in 1973 by Texfi Industries, Inc. as a textile finishing facility. In 1983 the Brownfields Property was acquired by Goldtex who conducted textile dyeing and finishing operations until July 1998. Groundwater

contamination exists at the site due, on information and belief, to the past textile operations. Since applying to enter DENR's Brownfields Program and then purchasing the site, Prospective Developer has redeveloped the Brownfields Property as a fence materials fabrication and distribution facility.

**The Brownfields Agreement between Prospective Developer and DENR is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.**

The plat component of this Notice is recorded at the plat book and page number shown at the top of this documentary component of the Notice. **Exhibit B** to this Notice is a reduction, to 8 1/2" x 11", of said plat. The plat shows areas designated by DENR, has been prepared and certified by a professional land surveyor, and complies with NCGS § 130A-310.35(a)'s requirement that the Notice identify:

(1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property. The following table also sets forth the type and quantity of such substances, which have only been found in groundwater:

The listed concentrations are in micrograms per liter, the equivalent of parts per billion; the listed legal standards are from Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (April 1, 2013 version):

#### Groundwater Contaminants

Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration (µg/L)	Date of Most Recent Sampling and Concentration (µg/L)	Standard <sup>1</sup> (for reference only) (µg/L)
Tetrachloroethene	MW-3S	Sept. 1999	5.5	Sept. 2005 ND <sup>2</sup>	0.7
	MW-5	Sept. 1999	12	Sept. 2005 5	
	MW-6S	Mar 1993	21	Aug. 2000 16	
	MW-8	Sept. 1999	9.2	Sept. 1999 9.2	
	MW-12	Sept. 2005	25	Sept. 2005 25	
Trichloroethene	MW-3S	Sept. 2005	140	Sept. 2005 140	3
	MW-5	Sept. 1999	37	Sept. 2005 3	
	MW-6S	Mar 1993	20	Aug. 2000 5	
	MW-8	Sept. 1999	3.2	Sept. 1999 3.2	
	MW-12	Sept. 1999	11	Sept. 2005 9	
Cis-1,2-Dichloroethene	MW-3S	Sept. 2005	190	Sept. 2005 190	70
Vinyl Chloride	MW-3S	Sept. 1999	110	Sept. 2005 67	0.03
	MW-12	Sept. 2005	7	Sept. 2005 7	
1,1-Dichloroethene	MW-6S	Mar. 1993	430	Aug. 2000 33	350

Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration (µg/L)	Date of Most Recent Sampling and Concentration (µg/L)	Standard 1 (for reference only) (µg/L)
1,1-Dichloroethane	MW-3S	Sept. 1999	170	Sept. 2005 76	6
	MW-5	Sept. 1999	69	Sept. 2005 2	
	MW-6S	Mar. 1993	81	Aug. 2000 12	
	MW-12	Sept. 1999	48	Sept. 2005 32	
Benzene	MW-11	Sept. 1999	1	Sept. 1999 1	1
Methylene Chloride	MW-3S	Mar. 1993	81	Sept. 2005 ND	5

1. Groundwater standards that would be applicable if the land use was not restricted.
2. ND = Not detected.

Attached hereto as **Exhibit C** is a legal description of the Brownfields Property that would be sufficient as a description of the Brownfields Property in an instrument of conveyance.

### LAND USE RESTRICTIONS

NCGS 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DENR shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for a facility that fabricates and distributes fence materials, or for other manufacturing purposes. For purposes of this restriction:
  - a. A "facility that fabricates and distributes fence materials" is a facility where finished goods purchased from manufacturers are assembled to create fence materials, and where these materials are staged for:
    - I. local fence installation projects; or
    - II. distribution to other fence installation facilities.
  - b. "Manufacturing" refers to the assembly, fabrication or processing of goods or materials.
2. Any demolition of a building depicted on the plat component of this Notice shall be conducted in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.
3. Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.

4. 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 written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results reflect contaminant concentrations that exceed the standards and screening levels applicable to the uses authorized for the Brownfields Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DENR imposes.

5. Soil on the Brownfields Property may not be disturbed unless and until DENR states in writing, in advance of the proposed disturbance, that as to soil contamination on the Brownfields Property the Brownfields Property is, or assuming successful implementation of DENR-approved measures will be, suitable for the uses specified in land use restriction 1. above and poses no risk that renders public health and the environment less than fully protected. Any measures DENR determines in writing are necessary for that statement to be made shall be taken pursuant to a plan approved in writing by DENR in advance, and approved in writing as implemented. Such measures may include without limitation environmental sampling and soil removal, treatment and/or capping.

6. No new building containing indoor space may be constructed on the Brownfields Property unless and until:

a. DENR determines in writing, based on submittals from the building's proponent, that the building's users, and public health and the environment, would not be at risk from the Brownfields Property's volatile contaminant plume; or

b. vapor mitigation measures approved in writing by DENR in advance are installed to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's seal, and photographs illustrating the installation and a brief narrative describing it are submitted to DENR and deemed satisfactory in writing by that agency.

7. 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 without DENR's prior written approval.

8. 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.

9. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed above in the table of groundwater contaminants and in paragraph 7 of Exhibit A hereto, 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 and as a component in fuel used for an emergency generator or similar equipment, provided that DENR has approved, in writing, the storage of such fuel in advance.

10. 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.

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

12. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction within a time period acceptable to DENR.

13. No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which activities shall be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

14. During January of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1<sup>st</sup> of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Wayne County, certifying that, as of said January 1<sup>st</sup>, this Notice containing these land use restrictions remains recorded at the Wayne County Register of Deeds office and that the land use restrictions are being complied with, and stating:

a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year;

b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year; and

c. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 6.b. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 33.a. of Exhibit A hereto, at the address stated therein.

### **ENFORCEMENT**

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any Brownfields Property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DENR through the remedies provided in NCGS 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability

protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

**FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS**

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields Property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 3 day of October, 2013.

Scouts, LLC

By:

N. Weston Seegars

N. Weston Seegars  
Manager/Member

NORTH CAROLINA  
Wayne COUNTY

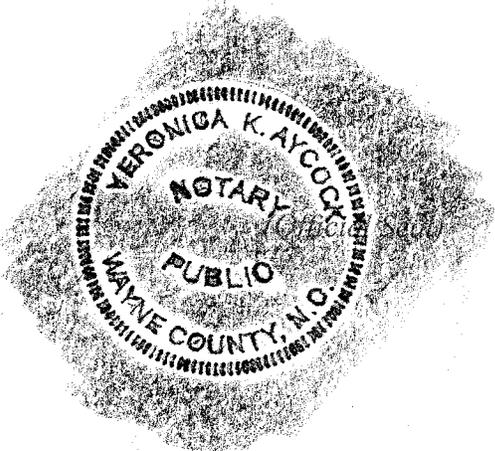
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: N. Weston Seegars

Date: 10-3-2013

Veronica K. Aycock  
Official Signature of Notary

Veronica K. Aycock  
Notary's printed or typed name, Notary Public

My commission expires: 10-6-14

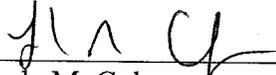


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**APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

The foregoing Notice of Brownfields Property is hereby approved and certified.

North Carolina Department of Environment and Natural Resources

By:   
Linda M. Culpepper  
Deputy Director, Division of Waste Management

September 26, 2013  
Date

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**CERTIFICATION OF REGISTER OF DEEDS**

The foregoing documentary component of the Notice of Brownfields Property, and the associated plat, are certified to be duly recorded at the date and time, and in the Books and Pages, shown on the first page hereof.

Register of Deeds for \_\_\_\_\_ County

By: \_\_\_\_\_  
Name typed or printed: \_\_\_\_\_ Date \_\_\_\_\_  
Deputy/Assistant Register of Deeds

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Scouts, LLC

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Former Goldtex Facility
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>	)	401 Patetown Road
NCBP Project No. 09056-05-96	)	Goldsboro, Wayne County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environment and Natural Resources (“DENR”) and Scouts, LLC (collectively the “Parties”) pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the “Act”).

Scouts, LLC, a member-managed North Carolina limited liability company whose business address is 401 Patetown Road, Goldsboro, NC 27530, owns approximately 15.22 acres at the same address. The site was initially developed in 1973 by Texfi Industries, Inc. as a textile finishing facility. Goldtex acquired the site in 1983 and conducted textile dyeing and finishing operations there until July 1998. Groundwater contamination exists at the site due, on information and belief, to the past textile operations. Since applying to enter DENR’s Brownfields Program and then purchasing the site, Scouts, LLC has redeveloped the property as a fence materials fabrication and distribution facility. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR’s Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer’s Covenant Not to Sue), the

potential liability of Scouts, LLC for contaminants at the property which is the subject of this Agreement.

The Parties agree that Scouts, LLC's entry into this Agreement, and the actions undertaken by Scouts, LLC in accordance with the Agreement, do not constitute an admission of any liability by Scouts, LLC.

The resolution of this potential liability, in exchange for the benefit Scouts, LLC shall provide to DENR, is in the public interest.

## II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.

2. "Prospective Developer" shall mean Scouts, LLC.

## III. STATEMENT OF FACTS

3. The Property comprises approximately 15.22 acres. Prospective Developer has committed itself to redevelopment of it for no uses other than as a fabrication and distribution facility for a fence sales and installation company, or other manufacturing uses.

4. The Property is bordered to the north and northeast by property in commercial use; to the south and southeast by Patetown Road, beyond which lie the facility of a construction contractor and cleared undeveloped land; to the southwest by land in single family residential use; and to the west and northwest by property in commercial use.

5. Prospective Developer obtained or commissioned the following reports, referred to hereinafter as the "Environmental Reports," regarding the Property:

Title	Prepared by	Date of Report
Phase I Environmental Assessment, Goldtex Property, Goldsboro, North Carolina	Kimley-Horn and Associates, Inc.	August 1999
Phase II Investigation, Goldtex Property, Goldsboro, North Carolina	Kimley-Horn and Associates, Inc.	September 1999
Sampling Services, Former Goldtex Plant, Goldsboro, North Carolina	S&ME, Inc.	September 18, 2000
Project Summary, Former Goldtex Plant, Goldsboro, North Carolina	S&ME, Inc.	November 26, 2002
Corrective Action Plan, Former Goldtex Plant, Goldsboro, North Carolina	S&ME, Inc.	April 28, 2003
Corrective Action Plan (CAP) Field Activities, Former Goldtex Plant, Goldsboro, North Carolina	S&ME, Inc.	November 1, 2005
Seegars Fence Company Pond Closure Activities and Report, Former Goldtex Property, 401 Patetown Road, Goldsboro, North Carolina	Estate of Peter D. McDonnell, SR., PE	December 6, 2007
Soil Monitoring Report, Sludge Disposal Area, Seegars Fence Company Lagoon Closure (Former Goldtex Plant Property), 401 Patetown Road, Goldsboro, NC 27530	CEETL, Contractors & Engineers Environmental Testing Laboratory	September 28, 2010
Response to Brownfields Agreement Vapor Intrusion Assessment, Seegars Fence Company, Goldsboro, NC	Mid-Atlantic Associates, Inc.	December 2, 2011

6. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership of the Property:

a. The Property was undeveloped, vacant and owned by various individuals and real estate holding and financial institutions prior to 1973.

b. In 1973, Texfi Industries, Inc. purchased the Property and began construction of a textile finishing plant there. That company conducted textile finishing on the Property until 1983.

c. In 1983, the Property was sold to Goldtex Inc. Textile dyeing and finishing operations ceased at the Property in July 1998.

d. In December 1999, the Property was purchased by MSC Properties, LLC, which rented portions for warehouse storage use for brief periods of time.

e. Prospective Developer purchased the Property on December 14, 2005 and has subsequently redeveloped it as a fence materials fabrication and distribution facility.

7. The most recent environmental sampling at the Property that detected the presence of contaminants above unrestricted use standards (in groundwater in this case) reported in the Environmental Reports occurred on September 13, 2005. The following table sets forth, in micrograms per liter (the equivalent of parts per billion), the maximum concentration found of such contaminants at particular monitoring wells ("MWs"), the applicable standards from Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (April 1, 2013 version), the dates on which the maximum concentrations were found, and the date/concentration upon the most recent sampling:

**Groundwater Contaminants**

	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration (µg/L)	Date of Most Recent Sampling and Concentration (µg/L)	Standard <sup>1</sup> (for reference only) (µg/L)
Tetrachloroethene	MW-3S	Sept. 1999	5.5	Sept. 2005 ND <sup>2</sup>	0.7
	MW-5	Sept. 1999	12	Sept. 2005 5	
	MW-6S	Mar 1993	21	Aug. 2000 16	
	MW-8	Sept. 1999	9.2	Sept. 1999 9.2	
	MW-12	Sept. 2005	25	Sept. 2005 25	
Trichloroethene	MW-3S	Sept. 2005	140	Sept. 2005 140	3
	MW-5	Sept. 1999	37	Sept. 2005 3	
	MW-6S	Mar 1993	20	Aug. 2000 5	
	MW-8	Sept. 1999	3.2	Sept. 1999 3.2	
	MW-12	Sept. 1999	11	Sept. 2005 9	
Cis-1,2-Dichloroethene	MW-3S	Sept. 2005	190	Sept. 2005 190	70
Vinyl Chloride	MW-3S	Sept. 1999	110	Sept. 2005 67	0.03
	MW-12	Sept. 2005	7	Sept. 2005 7	
1,1-Dichloroethene	MW-6S	Mar. 1993	430	Aug. 2000 33	350
1,1-Dichloroethane	MW-3S	Sept. 1999	170	Sept. 2005 76	6
	MW-5	Sept. 1999	69	Sept. 2005 2	
	MW-6S	Mar. 1993	81	Aug. 2000 12	
	MW-12	Sept. 1999	48	Sept. 2005 32	
Benzene	MW-11	Sept. 1999	1	Sept. 1999 1	1
Methylene Chloride	MW-3S	Mar. 1993	81	Sept. 2005 ND	5

1. Groundwater standards that would be applicable if the land use was not restricted.
2. ND = Not detected.

8. For purposes of this Agreement DENR relies on Prospective Developer's representations and information in DENR's files to the effect that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Letter of Intent dated November 2, 2005, purchasing the Property on December 14, 2005 and the following:

a. In September 2005, Prospective Developer commissioned environmental assessment activities at the Property in accordance with a Corrective Action Plan ("CAP") proposed by former Property owner MSC Properties, LLC and approved by DENR on November 18, 2003. The CAP proposed natural attenuation of the Property's contamination.

b. In February 2007, in accordance with a plan approved by DENR, Prospective Developer commissioned activities that effected closure of a 25,000-gallon concrete-lined settling pond and a 1,000,000-gallon clay-lined wastewater pond at the Property. The CAP also called for the latter closure.

c. In March 2010, in accordance with a plan approved by DENR, Prospective Developer commissioned soil sampling to evaluate the effectiveness of sludge stabilization activities conducted during pond closure. Sampling analyses indicated the presence of no compounds in excess of the soil remediation goals of DENR's Inactive Hazardous Sites Branch (October 2010 version).

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. as a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

10. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of \$3,500 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that the second payment shall constitute, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement.

#### IV. BENEFIT TO COMMUNITY

11. The redevelopment of the Property proposed herein would provide the following public benefits:

a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;

b. a spur to additional community redevelopment, through improved neighborhood appearance and otherwise;

c. approximately 50 jobs;

d. increased tax revenue for affected jurisdictions; and

e. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

V. WORK TO BE PERFORMED

12. Within 30 days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within 10 days of receiving such notification to refrain from such abandonment, Prospective Developer shall, on a schedule acceptable to DENR, effect said abandonment and, within 30 days after doing so, provide DENR a report, subject to DENR approval, setting forth the procedures and results.

13. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR’s Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property.

14. By way of the Notice referenced below in paragraph 19, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for a facility that fabricates and distributes fence materials, or for other manufacturing purposes. For purposes of this restriction:

i. A “facility that fabricates and distributes fence materials” is a facility

where finished goods purchased from manufacturers are assembled to create fence materials, and where these materials are staged for:

- A. local fence installation projects; or
- B. distribution to other fence installation facilities.

ii. "Manufacturing" refers to the assembly, fabrication or processing of goods or materials.

b. Any demolition of a building depicted on the plat component of the Notice referenced in paragraph 19 below shall be conducted in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

c. Surface water at the Property may not be used for any purpose without the prior written approval of DENR.

d. 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 Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results reflect contaminant concentrations that exceed the standards and screening levels applicable to the uses authorized for the Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DENR imposes.

e. Soil on the Property may not be disturbed unless and until DENR states in writing, in advance of the proposed disturbance, that as to soil contamination on the Property the

Property is, or assuming successful implementation of DENR-approved measures will be, suitable for the uses specified in subparagraph 14.a. above and poses no risk that renders public health and the environment less than fully protected. Any measures DENR determines in writing are necessary for that statement to be made shall be taken pursuant to a plan approved in writing by DENR in advance, and approved in writing as implemented. Such measures may include without limitation environmental sampling and soil removal, treatment and/or capping.

f. No new building containing indoor space may be constructed on the Property unless and until:

i. DENR determines in writing, based on submittals from the building's proponent, that the building's users, and public health and the environment, would not be at risk from the Property's volatile contaminant plume; or

ii. vapor mitigation measures approved in writing by DENR in advance are installed to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by said engineer's seal, and photographs illustrating the installation and a brief narrative describing it are submitted to DENR and deemed satisfactory in writing by that agency.

g. No mining may be conducted on or under the Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances without DENR's prior written approval.

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

i. None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraph 7.a. of this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities and as a component in fuel used for an

emergency generator or similar equipment, provided that DENR has approved, in writing, the storage of such fuel in advance.

j. The 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.

k. The Property may not be used as a playground, or for child care centers or schools.

l. The owner of any portion of the Property where any existing, or subsequently installed, DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction within a time period acceptable to DENR.

m. No party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by, DENR may be denied access to the Property for purposes of conducting such assessment or remediation, which activities shall be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

n. During January of each year after the year in which the Notice referenced below in paragraph 19 is recorded, the owner of any part of the Property as of January 1<sup>st</sup> of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Wayne County, certifying that, as of said January 1<sup>st</sup>, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wayne County Register of Deeds office and that the land use restrictions are being complied with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property during the previous calendar year; and

ii. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year.

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 14.f.ii. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

15. The desired result of the above-referenced well abandonment requirement and land use restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

16. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are, as to field procedures and laboratory testing, the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

17. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting public health and the environment.

## VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

18. In addition to providing access to the Property pursuant to subparagraph 14.m. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. DENR shall provide reasonable notice to the Property's owner of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be provided in this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

19. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Wayne County, North Carolina register of deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

20. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of

this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Wayne County land records, Book \_\_\_\_, Page \_\_\_\_.” A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.

21. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property by Prospective Developer are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

#### VII. DUE CARE/COOPERATION

22. The Prospective Developer shall exercise due care at the Property with respect to regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. §§ 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

#### VIII. CERTIFICATION

23. By entering into this agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in the Brownfields Letter of Intent dated November 2, 2005 by which it applied for this Agreement, as modified herein. That use is as a fence materials fabrication and distribution facility, or other forms of manufacturing. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

24. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate or adequately control such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. § 130A-310.35 is violated while the Prospective Developer owns the Property, in

which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. The Department obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the

environment associated with the Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. § 130A-310.35.

25. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

26. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

27. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND & TRANSFER/ASSIGNMENT NOTICE

28. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

## XII. DISCLAIMER

29. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

30. Except for the Land Use Restrictions set forth in paragraph 14 above and N.C.G.S. § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

## XIII. DOCUMENT RETENTION

31. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six (6) years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

## XIV. PAYMENT OF ENFORCEMENT COSTS

32. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all reasonable litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

## XV. NOTICES AND SUBMISSIONS

33. Unless otherwise required by DENR or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first class U.S. mail, as follows:

a. for DENR:

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

b. for Prospective Developer:

N. Weston Seegars  
Scouts, LLC  
401 Patetown Road  
Goldsboro, NC 27530

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

#### XVI. EFFECTIVE DATE

34. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

#### XVII. TERMINATION OF CERTAIN PROVISIONS

35. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s)

in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

#### XVIII. CONTRIBUTION PROTECTION

36. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

37. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

38. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

#### XIX. PUBLIC COMMENT

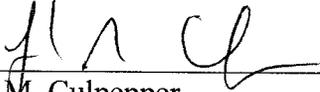
39. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last to occur of the following: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in a newspaper of general circulation serving the area in which the Property is located, conspicuous posting of a copy of said summary at the Property, and mailing or delivery of a copy of the summary to each owner of property contiguous to the Property. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received

disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

By:



*September 26, 2013*

Linda M. Culpepper  
Deputy Director, Division of Waste Management

Date

IT IS SO AGREED:

**SCOUTS, LLC**

By:

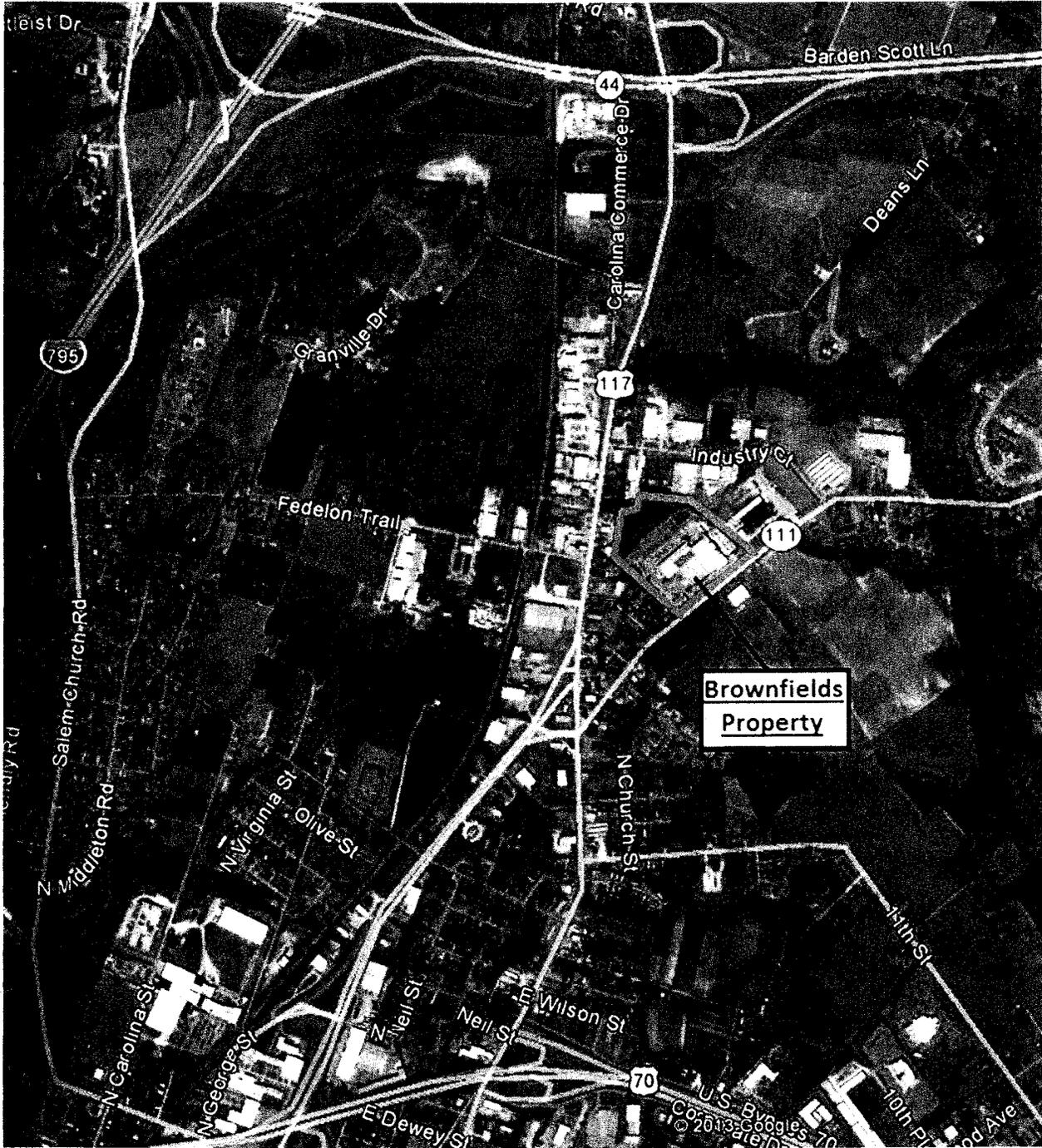


*Oct. 3, 2013*

N. Weston Seegars  
Manager/Member

Date

### EXHIBIT 1 – BROWNFIELDS PROPERTY LOCATION MAP



**"THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS."**





PRESENTED FOR REGISTRATION  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_  
 BY \_\_\_\_\_  
 LOIS J. MOORING  
 DEPUTY DIRECTOR  
 WAYNE COUNTY, N.C.  
 DEPUTY ASSISTANT

THE SAMPLE LOCATIONS OR DESIGNATED CONTAMINATED AREAS SHOWN ON THIS SURVEY PLAT ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING.  
 APPROVED FOR THE PURPOSES OF N.C.G.S. 130A-310.35  
 LINDA M. GULPEPPER, DEPUTY DIRECTOR  
 DIVISION OF WASTE MANAGEMENT  
 STATE OF NORTH CAROLINA  
 DATE \_\_\_\_\_

**SHEET 2 OF 2  
 SURVEY PLAT  
 EXHIBIT B  
 TO THE NOTICE OF  
 BROWNFIELDS PROPERTY  
 SCOUTS, LLC  
 OWNER AND PROSPECTIVE  
 DEVELOPER  
 GOLDSBORO TOWNSHIP  
 WAYNE COUNTY, N.C.  
 401 EAST PATETOWN ROAD**

APRIL 30, 2013  
 REFERENCE:  
 DEED BOOK 2380 PAGE 266  
 DEED BOOK 2622 PAGE 680  
 TAX PARCEL ID NUMBER  
 12 3600 37 8170  
 12 3600 37 5351  
 COMMERCIAL BUSINESS  
 GENERAL ZONING ANY  
 401 EAST PATETOWN ROAD  
 GOLDSBORO, NORTH CAROLINA 27530

THE STATE OF NORTH CAROLINA  
 COUNTY OF WAYNE  
 I, \_\_\_\_\_ REVIEW OFFICER OF WAYNE COUNTY,  
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION  
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

LAND USE RESTRICTIONS  
 REVIEW OFFICER

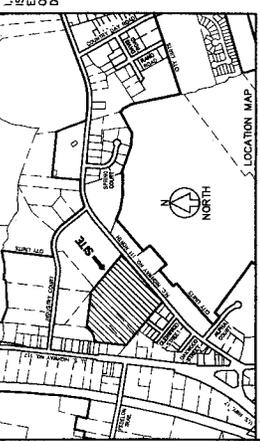
N.C.G.S. 130A-310.35(G) requires recodification of a Notice of Brownfields Property (Notice) that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement or other document approved by the State of North Carolina. The other component of the Notice is a document to which the Brownfields Agreement, for the subject property is attached as an exhibit. The following Land Use Restrictions, excerpted verbatim from the Notice, are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless canceled in writing by the State of North Carolina Department of Environment and Natural Resources (for its sole use in function) or by the owner, after the notice has been eliminated, pursuant to N.C.G.S. § 130A-310.35(G):

1. No use may be made of the Brownfields Property, other than for a facility that fabricates and distributes fence materials, or for other manufacturing purposes. For purposes of this restriction:
  - a. A facility that fabricates and distributes fence materials is a facility where these materials are stored for use in the manufacture of fence materials;
  - b. Manufacturing refers to the assembly, fabrication or processing of goods or materials.

2. Any demolition of a building depicted on the plat component of this Notice shall be conducted in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazard Control Division of the Division of Public Health of the North Carolina Department of Health and Human Services.
3. Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.
4. No activities that encounter, expose, remove or use groundwater (for example, but not limited to, drilling, dewatering, testing, or monitoring) or any other construction or excavation activities that may result in the release of contaminants to the written satisfaction of DENR in any area proposed for such activities, and submitted to the State of North Carolina Department of Environment and Natural Resources for its approval, shall be conducted on the Brownfields Property. The standards and screening levels applicable to the uses authorized for the Brownfields Property, the groundwater-related activities proposed may only occur in compliance with any written conditions DENR imposes.

5. Soil on the Brownfields Property may not be disturbed unless and until DENR states in writing, in advance of the proposed disturbance, that as to soil contamination on the Brownfields Property, the proposed disturbance is necessary for the proposed use of the property and poses no risk that renders public health and the environment less than fully protected. Any measures DENR determines in writing are necessary for that statement to be approved in writing as implemented. Such measures may include without limitation environmental sampling and soil removal, treatment and/or capping.
6. No new building, containing indoor space may be constructed on the Brownfields Property unless and until:
  - a. DENR determines in writing, based on the building's proponent, that the building's uses, and public health and the environment, would not be at risk from the building's uses; and
  - b. vapor mitigation measures approved in writing by DENR in advance are installed to the satisfaction of a professional engineer licensed in North Carolina, as evidenced by a seal engineer's seal, and photographs illustrating the installation and a brief narrative describing it are submitted to DENR and deemed satisfactory in writing by that agency.
7. No mining may be conducted on or under the Brownfields Property, including, but not limited to, coal, peat, sand, gravel, or other minerals or non-minerals, substances without DENR's prior written approval.
8. 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.
9. None of the contaminants known to be present in the environmental media at the Brownfields Property, as identified in the Notice, may be used or stored at the Brownfields Property and in paragraph 7 of Exhibit A hereto, may be used or stored at the Brownfields Property and in paragraph 7 of Exhibit A hereto, except in de minimis amounts for cleaning and other routine housekeeping activities and as a component in fuel used for an emergency use of a generator, as determined in writing by DENR in advance.
10. 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.
11. The Brownfields Property may not be used as a playground, or for child care centers or schools.
12. The owner of any portion of the Brownfields Property who is creating, or who is the owner of DENR, shall be responsible for the repair of any such wells to DENR's written satisfaction within a time period acceptable to DENR.
13. No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR may be denied access to the Brownfields Property for purposes of conducting an environmental assessment or remediation at the Brownfields Property, or reasonable efforts to minimize interference with authorized uses of the Brownfields Property.
14. Dually, history of each year after the year in which this Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update (LURU) to DENR, and to the chief public health and environmental officials of Wayne County, certifying that, as of said January 1st, this LURU is accurate and complete. The LURU shall be filed with the State Register of Deeds office and that the land use restrictions are being complied with, and stating:
  - a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year;
  - b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property; and
  - c. whether any vapor barrier and/or mitigation systems installed pursuant to land use restriction 6.b. above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and if so, how.

I, JEFFREY L. KORNEGAY, CERTIFY THAT THIS PLAT IS OF A SURVEY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, COURT ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF A SUB-DIVISION.



Groundwater Contaminants: The standards for which are from Title 15A of the North Carolina Administrative Code, Subchapter 21b, Rule .0202 (April 1, 2013 version)

Contaminant	Location	Maximum Concentration n (µg/L)	Sampling	Recent Sampling and Concentration (µg/L)	Standard (µg/L reference only)
Tetrahydroethane	MW-3S	5.5	Sept. 1999	ND	
	MW-5	12	Sept. 2005	5	0.7
	MW-6S	12	Aug. 2000	16	
	MW-8	9.2	Sept. 1999	9.2	
	MW-3S	14.0	Sept. 2005	14.0	
Trichloroethane	MW-4S	37	Sept. 2005	3	3
	MW-6S	20	Aug. 2000	5	
	MW-8	3.2	Sept. 1999	3.2	
Chloroethane	MW-12	11	Sept. 2005	9	
	MW-3S	190	Sept. 2005	190	70
Dichloroethane	MW-3S	110	Sept. 2005	67	0.03
	MW-12	2005	Sept. 2005	7	
Vinyl Chloride	MW-3S	480	Aug. 2000	35	350
	MW-5S	480	Sept. 1999	480	
1,1-Dichloroethane	MW-3S	60	Sept. 2005	7	6
	MW-5S	60	Sept. 1999	60	
Benzene	MW-12	88	Aug. 2000	12	
	MW-3S	41	Sept. 2005	32	
Methylene Chloride	MW-11	1	Sept. 1999	1	
	MW-3S	81	Sept. 2005	ND	5

1. Groundwater standard that would be applicable if the land use was not restricted.  
 2. ND = Not detected.

"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

NOTE: SPRING WELLS MW-3S, MW-4S, AND MW-11 WERE NOT MONITORED DURING THE SURVEY. THE IDENTIFIED LOCATIONS ARE APPROXIMATIONS CONTAINED IN THE FOLLOWING REPORT WAS USED TO LOCATE THESE WELLS: PHASE II INVESTIGATION, GOLDTEX PROPERTY, GOLDSBORO, NORTH CAROLINA, KIMLEY-HORN AND ASSOCIATES, INC. SEPTEMBER 1999.

LEGEND

EXISTING	PROPOSED
PERFORATED PIPE	PERFORATED PIPE
EDGE MANHOLE	EDGE MANHOLE
WATER LINE	WATER LINE
SANITARY SEWER LINE	SANITARY SEWER LINE
STORM SEWER LINE	STORM SEWER LINE
OVERHEAD ELECTRICAL LINE	OVERHEAD ELECTRICAL LINE
SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
STORM SEWER MANHOLE	STORM SEWER MANHOLE
IRON FENCE	IRON FENCE
CHAIN LINK FENCE	CHAIN LINK FENCE
ADJOINING PROPERTY LINE	ADJOINING PROPERTY LINE
MONITORING WELL	MONITORING WELL
CATCH BASIN	CATCH BASIN
FIRE HYDRANT	FIRE HYDRANT
LIGHT ON POLE	LIGHT ON POLE
GUY WIRE	GUY WIRE
UTILITY POLE	UTILITY POLE
VALVE	VALVE
IRON STAKE	IRON STAKE
CONCRETE FOUNDATION	CONCRETE FOUNDATION
CONCRETE FOUNDATION	CONCRETE FOUNDATION



I, JEFFREY L. KORNEGAY, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE BOUNDARIES ARE AS INDICATED IN THE LEGEND. THAT THE LAND IS OF THE FOLLOWING CHARACTER: COMMERCIAL BUSINESS ZONING. DEED BOOK 2622 PAGE 680. THAT THE RATIO OF PRECISION IS AS INDICATED IN THE LEGEND. THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION ON THIS DAY OF APRIL, 2013.

JEFFREY L. KORNEGAY  
 300 EAST WALNUT STREET  
 GOLDSBORO, NORTH CAROLINA 27530  
 TELEPHONE (919) 725-7254  
 LICENSE NUMBER P-1054



**EXHIBIT C – LEGAL DESCRIPTION****Tract 1**

BEGINNING at a concrete monument on the Northern right-of-way of N. C. Highway No. 111 North (Patetown Road), said beginning point being the most Southwestern corner of the property of former Americal Corporation as shown by deed recorded in Deed Book 819, Page 723 in the Wayne County Registry; thence from the beginning with the Northern right-of-way of N.C. Highway 111 North (Patetown Road), South 54 degrees 01 minutes 00 seconds West 468.5 feet to an iron stake; thence continuing with the Northern right-of-way of N.C. Highway 111 North (Patetown Road), South 54 degrees 01 minutes 00 seconds 396.50 feet West to an iron stake on the Northern right-of-way of N.C. Highway 111 North (Patetown Road), Lavern Coley, et al most Southeastern property corner as shown by deed recorded in Deed Book 1731, Page 256 in the Wayne County Registry; thence leaving said highway right-of-way, North 47 degrees 27 minutes 00 seconds West 789.68 feet to a concrete monument; thence North 54 degrees 30 minutes 43 seconds East 75 feet to an iron stake; thence continuing North 54 degrees 30 minutes 43 seconds East 719.91 feet to an iron stake; thence with the line of the property of Ridgewood, Inc., South 79 degrees 43 minutes 00 seconds East 131.37 feet to an iron stake, a corner of the property of Ridgewood, Inc. as shown by deed recorded in Deed Book 964, Page 894 and Deed Book 1133, Page 162 in the Wayne County Registry, and the most Northwestern corner of the property of Ralcar Corp. as shown by deed recorded in Deed Book 986, Page 750 in the Wayne County Registry; thence with the line of the property of Ralcar Corp. South 47 degrees 27 minutes 00 seconds East 73.61 feet to a concrete monument, the most Southwestern corner of the property of Ralcar Corp. as shown by deed recorded in Deed Book 986, Page 750 of the Wayne County Registry, and the most Northwestern corner of the property of the Americal Corporation; thence with the line of the Americal Corporation, South 47 degrees 27 minutes 00 seconds East 612.19 feet to a concrete monument on the northern right-of-way of N. C. Highway No. 111 North (Patetown Road), the most Southwest corner of the property of the Americal Corporation as shown by deed recorded in Deed Book 819, Page 723 in the Wayne County Registry, the point of beginning containing 15.217 acres more or less.

**Tract 2**

BEGINNING at an iron stake, said beginning point being located N. 47° 27' 00" W. 685.80 feet, N. 79° 43' 00" W. 131.37 feet from a concrete monument on the Northern right of way of N.C. Highway No. 111 North (Patetown Road), the most Southwestern corner of the property of Americal Corporation as shown by deed recorded in Deed Book 819, Page 723 in the Wayne County Registry; thence from the beginning S. 54° 30' 43" W. 719.91 feet to an iron stake; thence continuing S. 54° 30' 43" W. 75.00 feet to a concrete monument, Lacy L. Pearson's most Southeastern property corner as shown by deed recorded in Deed Book 937, page 122 in the Wayne County Registry; thence leaving the line of the property of the property of Pearson Pump Sales & Service, Inc., N. 10° 17' 00" E. 433.00 feet to a concrete monument; thence leaving the line of the property of Pearson Pump Sales & Service, Inc., with the line of the property of Eutice Ray Mayo, along a curve to the left having an arc distance of 166.16 feet, a radius of 185.45 feet, (a chord) N. 74° 37' 00" E. 160.66 feet to an iron stake; thence continuing along a curve to the left and with the line of the property of Eutice Ray Mayo, an arc distance of 75.71 feet, a radius of 185.45 feet, (a chord) N. 37° 15' 03" E. 75.18 feet to an iron stake, the most Southwestern corner of the property of Ridgewood, Inc. as shown by deed recorded in Deed Book 1133, Page 162 in the Wayne County Registry; thence leaving the line of the property of Eutice Ray Mayo, with the line of the property of Ridgewood, Inc., S. 79° 43' 00" E. 375.56 feet to an iron stake, the point of beginning containing 3.211 acres more or less.