

**Brownfields Project #:** 09062-05-01  
**Brownfields Property:** Glencoe Mill, 2362 River Road  
**Property Owner (In whole or part):** The Historic Preservation Foundation of NC, Inc.



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

LUR 1: No use may be made of the Brownfields Property other than for commercial (excluding the uses prohibited below in land use restrictions 6, 9 and 10), office, light industrial, storage/warehouse, institutional and/or residential uses. For purposes of this restriction, the following definitions apply:

- a. “Office” refers to the rendering of business or professional services.
- b. “Light industrial” refers to small-scale manufacturing of items not amenable to assembly-line production, including without limitation works of art (e.g., metal sculpture) and sets and props for commercials and plays, by artisans or groups of artisans.
- c. “Storage/warehouse” refers to the storage of textile equipment for resale and/or other material.
- d. “Institutional” refers to the use of land, buildings or structures for public, non-profit or quasi-public use (such as for a church, library, private school, hospital, environmental education center or government-owned or -operated building) for a public purpose.
- e. “Residential” refers to use of a single family, detached, duplex, triplex, quadriplex, attached, or multifamily structure, or of a manufactured, mobile or group home, or boarding house or dormitory, as a permanent dwelling.

In compliance  Out of compliance

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

LUR 2: Any demolition of structures depicted on the plat component of this Notice shall be conducted in accordance with applicable legal requirements, including without limitation those administered by the Lead and Asbestos Abatement Program of the Department of Environment and Natural Resources ("DENR") Division of Public Health.

In compliance  Out of compliance

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

LUR 3: Surface 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 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 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 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 5: Soil at the Brownfields Property at a depth greater than two (2) feet, and all soil underlying paved and other impervious surfaces and buildings at the Brownfields Property, may not be exposed unless DENR has approved in writing a plan to protect public health and the environment during the activities that would expose such soil. Compliance with the plan shall be subject to DENR concurrence. In the event of such proposed or actual soil exposure, DENR may also require submittal of a plan, which shall include a schedule, for assessment, for screening or sampling for contaminants of the exposed soil, and for reporting on said assessment and screening or sampling. Compliance with the plan shall be subject to DENR concurrence. If DENR requires the plan referenced in the third sentence of this subparagraph, and determines in writing pending submittal of the required report that contamination may be present which, if unaddressed, would render the affected portion of the Brownfields Property (as delineated by DENR) unsuitable for the uses specified above in land use restriction 1, redevelopment of said portion may not continue or occur without written DENR approval. If the report causes DENR to determine that measures are necessary to render the affected portion of the Brownfields Property suitable for the uses specified above in land use restriction 1, DENR shall provide the owner of the affected portion a reasonable period for submitting to DENR a plan that meets with DENR's written approval for implementing measures sufficient to render said portion suitable for said uses. If DENR requires such a plan, DENR may prohibit redevelopment of the affected portion from continuing or occurring pending written DENR approval of the measures and a report thereon; in any event, redevelopment of said portion may not continue or occur pending written DENR approval of the plan.

In compliance  Out of compliance

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

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

In compliance  Out of compliance

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

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

In compliance  Out of compliance

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

LUR 8: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Tables A, B and C of the Notice of Brownfields Property, 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 9: The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, except for horseshoes and volleyball, which may be played at the Brownfields Property only using pits containing no less than one (1) foot of sand.

In compliance  Out of compliance

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

LUR 10: No playgrounds or child care centers that allow attendees outdoors other than in connection with ingress and egress are allowed on the Brownfields Property without the prior written approval of DENR.

In compliance  Out of compliance

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

---

---

---

LUR 11: The owner of any portion of the Brownfields Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

In compliance  Out of compliance

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

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

LUR 13: During January of each year after the year in which the Notice of Brownfields Property is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR certifying that the Notice remains recorded at the Alamance 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; and
- 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.

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

Remarks: Please remember that the mailing address for the owner is Glencoe Mill, LLC, PO Box 12929, Raleigh, NC 27605.

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

This Land Use Restrictions Update is certified by \_\_\_\_\_, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: \_\_\_\_\_

In the case of owners that are entities:

Signature of individual signing:   
Name typed or printed: Frank R. Gaylor  
Title: Managing Member

In the case of all owners:

Date: 12/3/12

[use for LLCs]

[Name of LLC]

By: [Signature]  
Name typed or printed:  
~~Member~~/Manager

NORTH CAROLINA  
Wake COUNTY

I, Laura J. Treadway, a Notary Public of the county and state aforesaid, certify that Frank R. Gailor personally came before me this day and acknowledged that he/she is a Member of Glencoe Mill, LLC, a North Carolina (state) limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Land Use Restriction Update was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 3<sup>rd</sup> day of December, 2010  
12<sup>th</sup>

Laura J. Treadway  
Name typed or printed:  
Notary Public

My Commission expires: 6/21/12

