NC BROWNFIELDS

LAND USE RESTRICTIONS ("LUR") UPDATE

JUN 2013
Brownfields

Certification Year: 2013

Name: Edison Project
Project #: 11038-07-92

Address: 109 East Davie Street
County: Wake

Property Owner (In part or whole): Davie Street LLC

Read the following LURs and mark each restriction accordingly. Additional remarks may be added for compliance status clarification. Attach any required or supplemental documentation, sign, notarize and submit to the following address:

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

LUR 1: No use may be made of the Brownfields Property other than for residential, hotel, restaurant, retail and/or office purposes. Within the meaning of this restriction, the following definitions apply:

a. "Residential" refers to use for a permanent dwelling of any single- or multi-unit building, whether owned or rented.

b. "Hotel" refers to the provision of overnight lodging to paying customers, and to associated reservation, cleaning, utilities and on-site management and reception services, and meeting and conference room facilities.

c. "Restaurant" refers to entertainment venues and/or to a building or portion thereof where food and/or beverages, whether prepared on- or off-site, are served for consumption by paying customers.

d. "Retail" refers to the sale of products, and/or services not covered by land use restriction 1.e. below, to consumers and/or businesses.

e. "Office" refers to the rendering of business or professional services. the conduct of business, the organization and management of private or public sector employees and/or, in conformance with zoning, development of products and services.

✓ In compliance __ Out of compliance

Remarks: _____

LUR 2: The demolition of buildings on the Property 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.

√ 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 the Department of Environment and Natural Resources ("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 DENR determines that 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.

√ In compliance __ Out of compliance

Remarks: _____

LUR 5: Soil on the Brownfields Property may not be disturbed unless and until DENR states in writing, in advance of the proposed disturbance, that soil contamination on the Brownfields Property is such that the Brownfields Property is, or assuming successful implementation of DENR-approved measures will be, suitable for the uses specified in LUR 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.

√ 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 Exhibit 2 of the Brownfields Agreement, 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: Other than for non-sports outdoor use of a designated portion of the Brownfields Property by the Brownfields Property's residents, 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, except in areas where two (2) feet of clean fill, or another cover approved in writing in advance by DENR, are installed to DENR's written satisfaction, delineated to DENR's written satisfaction as "Recreation Approved" areas on the plat component of the Notice of Brownfields Property ("Notice"), maintained, and left undisturbed other than through normal park or sports use.

✓ In compliance __ Out of compliance

Remarks: _____

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: _____

LUR 11: 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 and within a time period acceptable to DENR.

✓ In compliance __ Out of compliance

Remarks: _____

LUR 12: Neither DENR nor any 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 is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

✓ In compliance __ Out of compliance

Remarks: _____

LUR 13: During January of each year after the year in which the 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 Wake County, certifying that, as of said January 1st the Notice remains recorded at the Wake 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 email address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year.

n/a

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.

n/a

✓ In compliance __ Out of compliance

Remarks: _____

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

This Land Use Restrictions Update is **certified** by Anthony L Moore owner of at least part of the Brownfields Property.

Name typed or printed of party making **certification:** Anthony L Moore

In the case of owners that are entities:

Signature of individual signing: Anthony L Moore
Name typed or printed: Anthony L Moore
Title: Owner

In the case of all owners:

Date: 6/3/13

[use for LLCs]

[Insert Name of LLC]

By: Anthony L Moore
Name typed or printed:
Member/Manager

NORTH CAROLINA
Wake COUNTY

I, Saroya Walthour, a Notary Public of the county and state aforesaid, certify that Anthony Moore personally came before me this day and acknowledged that he/she is a Member of Davie Street, LLC, a NC (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 13 day of June, 2013.

Saroya Walthour
Saroya Walthour
Name typed or printed: Saroya Walthour
Notary Public

My Commission expires: 07/25/17

[Stamp/Seal]

SAROYA WALTHOUR
NOTARY
Comm. Exp.
07-25-2017
PUBLIC
WAKE COUNTY, NC