

RETURN

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Recorded: 06/13/2014 at 02:35:47 PM  
Fee Amt: \$110.00 Page 1 of 36  
WILSON, NC  
Lisa J. Stith Register of Deeds  
BK 2577 PG 298-333

Property Owner: Sirius Metal Recycling, Inc.  
Recorded in Book \_\_\_\_, Page \_\_\_\_  
Associated plat recorded in Plat Book \_\_\_\_, Page \_\_\_\_

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 13th day of June, 2014 by Sirius Metal Recycling, Inc. (hereinafter "Prospective Developer").

The Notice concerns contaminated 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 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 is located at 6601 Ward Boulevard in Wilson, Wilson County, North Carolina. The 2.2 acre property was formerly a pesticide and fertilizer manufacturing plant with operations that included the storage of bulk petroleum fuels, potash, and nitrates. Sirius Metal Recycling, Inc. is operating a recycling center for various consumer products at the facility doing business as Wilson Recycling Center.

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.

**Exhibit B** to this Notice is a reduction, to 8 1/2" x 11", of the plat component of this Notice. 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.

Attached hereto as **Exhibit C** is a legal description of the Brownfields Property that would be sufficient as a description of the 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 Property other than for a small to medium-sized recycling center for the collection of ferrous scrap materials, nonferrous scrap materials, white goods, cars and certain waste vehicular fluids, automotive lead acid batteries, electric and electronic scrap materials, paper goods including cardboard, potentially plastic and glass, and/or with prior written DENR approval, other non-hazardous scrap materials. For purposes of this restriction, the following definitions apply:**

**a. "Recycling" refers to the derivation of useable materials, or materials suitable for reuse from the collection, sorting, or processing of used or waste materials.**

**b. "Ferrous scrap materials" are defined as those that contain magnetic metals that are predominantly composed of iron, including steel and stainless steel;**

**c. "Nonferrous scrap materials" are defined as those that do not contain iron, but contain other metals such as aluminum, brass, copper, and lead;**

**d. "White goods" are defined as obsolete major appliances such as refrigerators, water heaters and stoves;**

**e. "Waste vehicular fluids" are defined as gasoline, diesel, and used motor oil;**

**f. "Electric and electronic scrap materials" are those derived from consumer electric**

products such as mercury switches, insulated wires, electric motors, and consumer electronic products such as audio and video recording equipment, digital cameras, computers, copiers, printers and cellular phones;

g. "Paper goods" are defined as scrap or waste paper, including stationery, photocopy paper, computer paper, newspaper, magazines, and paper board products;

h. "Glass" refers to primarily glass bottles; and

i. "Plastic" refers to plastic goods with plastic recycling codes No. 1 and No. 2.

2. Recycling operations that include the draining and collection of waste vehicular fluids, or the storage of scrap materials shall be performed only over asphalt or concrete cap materials and in a manner that prohibits the release of fluids to the ground.

3. Groundwater at the Property may not be used for any purpose without the prior written approval of DENR;

4. Exposure to surface soil shall be minimized by maintaining a protective cover or cap over the surface of the Property where recycling operations are conducted. The cap shall consist of building foundations, asphalt paving or concrete surface material, or other impervious hardscape material. Landscaped areas may be incorporated into the cover design, but shall be constructed with a minimum of one foot of compacted clean fill or topsoil over native soil, unless sampling demonstrates that the exposed soil is safe for the intended reuse.

5. The owner(s) of any portions of the Property containing the cap approved by DENR pursuant to the preceding Land Use Restriction shall be responsible for inspecting on a periodic basis and maintaining such surfaces in good repair so that they retain their integrity and that the infiltration of surface water beneath the cap is minimized, whether or not another party has made a commitment to perform any part of said maintenance.

6. No activity that disturbs soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in Land Use Restriction No. 1 above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 18 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR shall be given written notice (if only by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DENR shall be taken.

7. None of the contaminants known to be present in the environmental media at the Property, including those in paragraph 7 of Exhibit A, 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, in small quantities properly stored in above ground containers with sufficient secondary containment to prevent release of fluids to the ground and are stored in areas that are separate and distinct from known contaminated areas at the site, and as constituents of automotive fluids present in

vehicles in use or temporarily stored at the facility in a manner that prohibits the release of contaminants to the ground.

8. The Property may not be used as a park or for contact sports of any kind without the prior written approval of DENR.

9. The Property may not be used for agriculture or grazing of animals.

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

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

12. 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 and within a time period acceptable to DENR, unless compliance with this Land Use Restriction is waived in writing by DENR in advance.

13. Neither DENR, nor any 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 is to be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

14. During January of each year after the year in which the Notice referenced in paragraph 19 of Exhibit A 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 Wilson 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 Wilson 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 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 Property during the previous calendar year; and

c. providing copies of records pertaining to the design, construction, inspection, and/or maintenance of the site cap specified in Land Use Restrictions 4 and 5 above during the reporting period.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 34.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 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 6 day of 13, 2014.

Sirius Metal Recycling, Inc.

By: [Signature]  
Hang Lae Cho  
President

NORTH CAROLINA  
Wilson COUNTY

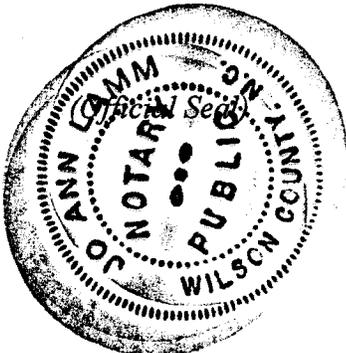
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Hang Lae Cho

Date: 6-13-14

[Signature]  
Official Signature of Notary

To Ann Lamm  
Notary's printed or typed name, Notary Public  
My commission expires: June 23, 2014

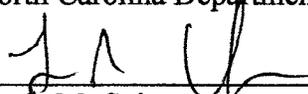


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**APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

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

North Carolina Department of Environment and Natural Resources

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

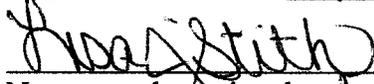
June 9, 2014  
Date

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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 Wilson County

By:   
Name typed or printed: Lisa J Stith  
~~Deputy Assistant~~ Register of Deeds

6/13/2014  
Date

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Sirius Metal Recycling, Inc.

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Southern States Cooperative
OF 1997, N.C.G.S. § 130A-310.30, et seq.	)	6601 Ward Boulevard
Brownfields Project # 16029-12-098	)	Wilson, Wilson County

I. INTRODUCTION

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

Sirius Metal Recycling, Inc. is a North Carolina corporation formed on November 23, 2011 with a mailing address of 560 Oak Crest Drive, Chapel Hill, North Carolina 27516. Hang Lae Cho is its principal officer. The property (parcel ID numbers 3721-34-9130 and 3721-34-8261) was a former pesticide and fertilizer manufacturing plant with operations that included the storage of bulk petroleum fuels, potash, and nitrates. The property is located in an area zoned for heavy industrial uses. Sirius Metal Recycling, Inc. has renovated the current onsite structures for the purposes of operating a recycling center for various consumer products, and is currently doing business as the Wilson Recycling Center at the Brownfields Property. 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 BFA Southern States

and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of Sirius Metal Recycling, Inc. for contaminants at the property which is the subject of this Agreement.

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

The resolution of this potential liability, in exchange for the benefit Sirius Metal Recycling, Inc. 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 Sirius Metal Recycling, Inc.

## III. STATEMENT OF FACTS

3. The Property comprises approximately 2.2 acres. Prospective Developer has committed itself to redevelopment for no uses other than for a small to medium-sized recycling center for the collection of ferrous scrap materials, nonferrous scrap materials (aluminum, brass, copper, lead, insulated wires, electric motors), white goods, cars and certain waste vehicular fluids, automotive lead acid batteries, electric and electronic scrap materials (mercury switches, computers, copiers, printers and cellular phones), paper goods including cardboard, potentially

plastic and glass, and/or with prior written DENR approval, other non-hazardous scrap materials.

4. The Property is bordered to the northwest by Ward Boulevard with vacant commercial property owned by CCC/Tobacco Road, LLC beyond, to the northeast by railroad tracks with vacant commercial property owned by First Venture Properties, LLC beyond, to the southeast by commercial property operated by the Ihrie Supply Company, and to the southwest by Cargill Avenue, with commercial property operated by Rogers Behavioral Health Service and Eastern Carolina Propane Gas beyond.

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
Underground Storage Tank Closure Soil Assessment Report, Southern States Cooperative	Aquaterra, Inc.	October 12, 1989
Draft Comprehensive Site Assessment and Corrective Action Report, Southern States Cooperative	Aquaterra, Inc.	April 6, 1990
Soil Remediation Report, Southern States Cooperative	Aquaterra, Inc.	January 17, 1991
Memorandum – Incident 5313 Closeout of Southern States	NCDENR	March 13, 1991
Soil Excavation Report, Southern States Cooperative	Duncklee & Dunham, PC	November 23, 1998
Comprehensive Site Assessment Report, Southern States Cooperative	Duncklee & Dunham, PC	July 28, 2000
Corrective Action Plan, Southern States Cooperative	Duncklee & Dunham, PC	October 30, 2000
Groundwater Monitoring Report, Southern States Cooperative	Duncklee & Dunham, PC	November 29, 2001
Approval – Site Closure Request	NCDENR	December 17, 2001
Monitoring Well Abandonment Record, Southern States Cooperative	Duncklee & Dunham, PC	February 8, 2002
Phase I Environmental Site Assessment Report	Mid-Atlantic Associates, Inc.	July 25, 2012

Title	Prepared by	Date of Report
Revised Initial Assessment Activities Work Plan	Mid-Atlantic Associates, Inc.	April 24, 2013
Phase II Environmental Site Assessment Report	Mid-Atlantic Associates, Inc.	September 24, 2013
NC Hazardous Waste Section, Mercury Switch Removal Program, Compliance Evaluation Checklist	NC DENR, Division of Waste Management, Hazardous Waste Section	October 22, 2013

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 prior to 1956. From 1956 until 2006, the Property was used as an agricultural product manufacturing and sales facility. It was initially purchased by the Farmers Cooperative Exchange, Inc. in 1955. Farmers Cooperative Exchange, Inc., and later as FCX, Inc., operated the facility until 1986, when the Southern States Cooperative, Inc. purchased and continued to operate the Property. The Property was vacant commencing in 2006 when Southern States Cooperative, Inc. discontinued its operations.

b. Sirius Metal Recycling, Inc. purchased the property on September 6, 2012 and commenced recycling operations on January 4, 2013 under various licensures and permits: 1) the City of Wilson license issued on January 4, 2013; 2) a Special Use Permit from the City of Wilson; 3) a Nonferrous Metals Purchase Permit from the Wilson County Sheriff's office dated January 8, 2013; 4) a Special Use Permit issued in September of 2012 by the City of Wilson; and 5) a State of North Carolina DENR, Division of Water Quality, National Pollutant Discharge Elimination System Stormwater Permit, General Permit No. NCG200000, effective December 17, 2012.

c. The onsite buildings include an 11,250 square foot brick and concrete

commercial building with a slab on grade foundation, which historically included an office, showroom, and storage warehouse for agricultural feed and seed products. There were also three wood-framed storage buildings, which stored raw materials such as potash and nitrates for the manufacturing processes. The commercial products included pesticide and fertilizer compounds. A currently empty sub-grade pit historically contained molasses that was used in the manufacture of pesticides and fertilizers by FCX.

d. Prior to the mid-1990s, the southern portion of the Property was also used for onsite fueling operations and the bulk storage and distribution of petroleum hydrocarbon compounds from a number of large capacity aboveground storage tanks (ASTs) and liquid fertilizer. Most of the ASTs were removed by 2006. Heating oil was stored at the Property in a 550-gallon underground storage tank (UST), which has a known historic release. Four petroleum USTs were also located at the Property, including three 550-gallon tanks reportedly installed in the early 1960s and removed in 1989, and one 3,000-gallon tank reportedly installed in 1976 and removed in 1989. Truck weigh scales are located at the southern and northwestern areas of the Property. The Norfolk-Southern Railroad line runs along the eastern property boundary. A rail spur located at the site was used for railcar loading and unloading activities by FCX. ASTs formerly located on the northeastern portion of the Property were used for storage of various products during the previous railcar loading and unloading activities.

e. Soil contaminated with petroleum hydrocarbon compounds discovered during removal of the 550-gallon fuel oil UST near the entrance to the main office was excavated from the Property (DENR UST Section Incident No. 5313) in September 1989. A total of approximately 83 tons of petroleum- impacted soil was excavated and removed from the site in

December 1990 through January 1991. A No Further Action letter was issued by DENR for this incident in March 1991. No releases were reported upon removal of the other USTs.

f. Soil contaminated with petroleum hydrocarbons was encountered while digging footers for a truck weigh scale in the southern portion of the Property adjacent to the bulk petroleum storage area in September-October 1998 (DENR UST Section Incident No. 21616). Subsequently it was reported that 1,364 tons of petroleum contaminated soil were excavated from this area and transported for off-site disposal. Confirmatory soil samples collected from the sidewalls and base of the excavation indicated that the lateral extent of soil contamination had been characterized, but that contaminated soil extended vertically to the groundwater table.

g. A Comprehensive Site Assessment was conducted at the Property in June-July 2000 with the results indicating benzene concentrations in groundwater above State groundwater quality standards in two onsite wells; however, the most recent sampling in these wells did not detect benzene in the groundwater. A Corrective Action Plan that included monitored natural attenuation as the remedy for groundwater was developed for the Property and approved by DENR in January 2001. The Division of Water Quality approved the regulatory closure of the site based on the reduction of contaminants in groundwater on December 17, 2001, and the six groundwater wells were abandoned on January 16, 2002.

h. Since taking title to the Property, Prospective Developer has made structural improvements by demolishing one wooden storage bay and renovating the large warehouse building, including electrical work. Recycling operations began in January 2013. Site operations include the removal of batteries, mercury switches, gasoline, from an estimated 100 cars per year. Other vehicular fluids remain in the vehicles, which are sold to another vendor for

crushing/shredding. Leaking fluids are drained prior to shipment at the facility. This work is done on the existing concrete pad. Used oil is stored at the Property in a 55-gallon drum, which is located in one of the roofed storage bays on the concrete slab. The used oil is generated at a rate of about 20 gallons every six months; it is picked up by Noble Oil, an oil recycler. Usable gasoline removed from cars is used in company vehicles; non-usable gasoline is recycled by Noble Oil.

i. The facility was inspected by the North Carolina Division of Waste Management's Hazardous Waste Section on October 22, 2013 on which date no violations were cited, although improvements to the storage of used oil were recommended by Hazardous Waste Section personnel. Because of the collection of mercury switches at the facility, the facility will be registered in the Mercury Switch Removal Program (MSRP) and going forward, the facility will be regularly inspected under the MSRP program rules and regulations. The facility ID number is NCS 000 002 018.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred on June 27, 2013. The following tables set forth, for contaminants present at the Property above applicable standards or screening levels, the concentration found at each sample location and the applicable standard or screening level. Screening levels and groundwater standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement.

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), (April 1, 2013 version):

Groundwater Contaminant	Sample Location	Date of Sample	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Concentration	Most Recent Concentration (µg/L)	Standard (µg/L)
Benzene	MW-1	7/6/2000	8	10/23/2001	ND <sup>1</sup>	1
	MW-4	7/6/2000	2	10/23/2001	ND	
1,2-DCP <sup>3</sup>	MW-5	7/6/2000	1	7/6/2000	1	0.6
	MW-6	6/27/2013	1.0	6/27/2013	1.0	
	MW-6 Dup	6/27/2013	0.95	6/27/2013	0.95	
	MW-9	6/27/2013	1.6	6/27/2013	1.6	
Nitrate	MW-1	2/22/2001	110,000	10/23/2001	44,000	10,000
	MW-3	8/21/2001	26,400	10/23/2001	2,200	
	MW-4	10/23/2001	35,200	10/23/2001	35,200	
	MW-5	10/23/2001	13,200	10/23/2001	13,200	
Phosphorus-total	MW-10	6/27/2013	110	6/27/2013	110	NS

1. ND – Not detected above laboratory reporting limits
2. NS – No standard established
3. 1,2-DCP – 1,2-Dichloropropane

b. Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health-Based Remediation Goals of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July 2013 version):

Soil Contaminant	Sample Location	Depth (feet)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level <sup>1</sup> (mg/kg)
Arsenic	AOC-1	0.5-1	6/24/2013	3.2	2.4
	AOC-2	0.5-1	6/24/2013	2.7	
	AOC-3	0.5-1	6/24/2013	3.8	
	AOC-4	0.5-1	6/24/2013	3.8	

Soil Contaminant	Sample Location	Depth (feet)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial Screening Level <sup>1</sup> (mg/kg)
Arsenic	AOC-6	0.5-1	6/24/2013	2.5	2.4
	AOC-6 Dup #2	0.5-1	6/24/2013	2.7	
	AOC-7	0.5-1	6/24/2013	3.5	
	BG	0.5-1	6/25/2013	1.8	
	SB-1E	0.5-1	6/24/2013	4.6	
	SB-5	0.5-1	6/24/2013	3.8	
4,4'-DDD <sup>2</sup>	AOC-1	0.5-1	6/24/2013	9.4	7.2

1. Screening levels displayed for non-carcinogens are for hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for 1.0E-6 lifetime incremental cancer risk target.

2. 4,4'-DDD – 4,4-dichlorodiphenyldichloroethane

c. Groundwater contaminants detected at the site do not exceed the Industrial Vapor Intrusion Screening Levels of the DENR Division of Waste Management (November 2013 version).

d. Soil vapor contaminants detected at the site do not exceed the Industrial Vapor Intrusion Screening Levels of the DENR Division of Waste Management (November 2013 version).

8. For purposes of this Agreement DENR relies on Prospective Developer's representations 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 Property Application dated July 26, 2012, and the following:

- a. On September 6, 2012 Prospective Developer purchased the Property;
- b. From September 2012 through October 2013 Prospective Developer obtained

the necessary business licenses and permits from local and state authorities to operate a recycling center at the property; removed overgrown vegetation and trash from the Property; demolished one of the storage bays; renovated the existing building including electrical work; and installed fencing and landscaping; and

c. In early January 2013 commenced recycling operations.

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 to DENR 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 \$6,000 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 such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, 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, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

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. the creation of approximately three full-time jobs;
- d. an increase in tax revenue for affected jurisdictions;
- e. additional needed recycling operations for the area; and
- f. "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 of Brownfields Property 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 instead of remediation to unrestricted use standards. 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 small to medium-sized recycling center for the collection of ferrous scrap materials, nonferrous scrap materials, white goods, cars and certain waste vehicular fluids, automotive lead acid batteries, electric and electronic scrap materials, paper goods including cardboard, potentially plastic and glass, and/or with prior written DENR approval, other non-hazardous scrap materials. For purposes of this restriction, the following definitions apply:

i. "Recycling" refers to the derivation of useable materials, or materials suitable for reuse from the collection, sorting, or processing of used or waste materials.

ii. "Ferrous scrap materials" are defined as those that contain magnetic metals that are predominantly composed of iron, including steel and stainless steel;

iii. "Nonferrous scrap materials" are defined as those that do not contain iron, but contain other metals such as aluminum, brass, copper, and lead;

iv. "White goods" are defined as obsolete major appliances such as refrigerators, water heaters and stoves;

v. "Waste vehicular fluids" are defined as gasoline, diesel, and used motor oil;

vi. "Electric and electronic scrap materials" are those derived from consumer electric products such as mercury switches, insulated wires, electric motors, and consumer electronic products such as audio and video recording equipment, digital cameras, computers, copiers, printers and cellular phones;

vii. "Paper goods" are defined as scrap or waste paper, including stationery, photocopy paper, computer paper, newspaper, magazines, and paper board products;

viii. "Glass" refers to primarily glass bottles; and

ix. "Plastic" refers to plastic goods with plastic recycling codes No. 1 and No. 2.

b. Recycling operations that include the draining and collection of waste vehicular fluids, or the storage of scrap materials shall be performed only over asphalt or concrete cap materials and in a manner that prohibits the release of fluids to the ground.

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

d. Exposure to surface soil shall be minimized by maintaining a protective cover or cap over the surface of the Property where recycling operations are conducted. The cap shall consist of building foundations, asphalt paving or concrete surface material, or other impervious hardscape material. Landscaped areas may be incorporated into the cover design, but shall be constructed with a minimum of one foot of compacted clean fill or topsoil over native soil, unless sampling demonstrates that the exposed soil is safe for the intended reuse.

e. The owner(s) of any portions of the Property containing the cap approved by DENR pursuant to the preceding Land Use Restriction shall be responsible for inspecting on a periodic basis and maintaining such surfaces in good repair so that they retain their integrity and that the infiltration of surface water beneath the cap is minimized, whether or not another party has made a commitment to perform any part of said maintenance.

f. No activity that disturbs soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 14.a. above while fully protecting public health and the environment, except: in connection with *de minimis* soil removals to depths not exceeding 18 inches, mowing and pruning of above-ground vegetation; and, for emergency repair of underground infrastructure, provided that DENR shall be given written notice (if only by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DENR shall be taken.

g. None of the contaminants known to be present in the environmental media at the Property, including those in paragraph 7 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, in small quantities properly stored in above ground containers with sufficient secondary containment to prevent release of fluids to the ground and are stored in areas that are separate and distinct from known contaminated areas at the site, and as constituents of automotive fluids present in vehicles in use or temporarily stored at the facility in a manner that prohibits the release of contaminants to the ground.

h. The Property may not be used as a park or for contact sports of any kind without the prior written approval of DENR.

i. The Property may not be used for agriculture or grazing of animals.

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

k. The Property may not be used for kennels, private animal pens, or horse-riding.

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 and within a time period acceptable to DENR, unless compliance with this Land Use Restriction is waived in writing by DENR in advance.

m. Neither DENR, nor any 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 is to 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 Wilson 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 Wilson 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;

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; and

iii. providing copies of records pertaining to the design, construction, inspection, and/or maintenance of the site cap specified in land use restriction 14.d. and 14.e. above during the reporting period.

15. The desired result of the above-referenced 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 consequence of achieving the desired results will be that the property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or 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. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the 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 Wilson 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 Wilson 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 within seven days of the effective date of this Agreement and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound) of this Agreement.

#### VII. DUE CARE/COOPERATION

22. The Prospective Developer shall exercise due care at the Property with respect to the manner in which regulated substances are handled at the Property 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 Property Application dated July 26, 2012 by which it applied for this Agreement and in subsequent correspondence dated November 5, 2013. That use is for none other than for a small to medium-sized recycling center for the collection of ferrous scrap materials, nonferrous scrap materials (aluminum, brass, copper, lead, insulated wires, electric motors), white goods, cars and certain waste vehicular fluids, automotive lead acid batteries, electric and electronic scrap materials (mercury switches, computers, copiers, printers and cellular phones), paper goods including cardboard, potentially plastic and glass, and/or with prior written DENR approval, other non-hazardous scrap materials. 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 past use of regulated substances or known contaminants 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 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.

27. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 24 through 26 above, apply to all of the persons listed in N.C.G.S. § 130A-310.33, including future owners of the property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

#### X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

28. 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

29. 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

30. 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.

31. 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

32. 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. To the extent DENR retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XIV. PAYMENT OF ENFORCEMENT COSTS

33. 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 litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

34. 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:

Sharon Poissant Eckard, PG (or successor in function)  
N.C. Division of Waste Management  
Brownfields Program  
Mail Service Center 1646  
Raleigh, NC 27699-1646

b. for Prospective Developer:

Hang Lae Cho, President (or successor in function)  
Sirius Metal Recycling, Inc.  
560 Oak Crest Drive  
Chapel Hill, NC 27516

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

35. 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

36. 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

37. 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.

38. 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.

39. 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.

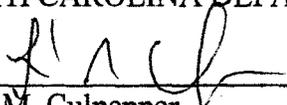
XIX. PUBLIC COMMENT

40. 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.

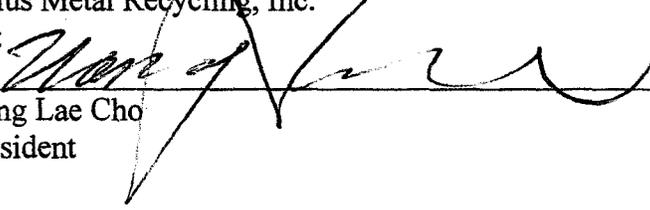
IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:  \_\_\_\_\_ Date June 9, 2014  
Linda M. Culpepper  
Director, Division of Waste Management

IT IS SO AGREED:

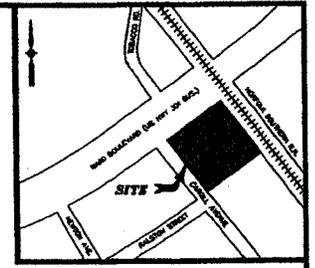
Sirius Metal Recycling, Inc.

By:  \_\_\_\_\_ Date JUNE 13, 2014  
Hang Lae Cho  
President

- SURVEY LEGEND**
- EXISTING IRON
  - NEW IRON SET
  - ⊙ NO POINT SET
  - EXISTING CONCRETE MONUMENT
  - NEW CONCRETE MONUMENT
  - ▲ EXISTING PK. NAIL
  - △ NEW PK. NAIL
  - ⊕ N.C.G.S. MONUMENT
  - ⊗ MONITORING WELL
  - NEW RAILROAD SPIKE
  - + EXISTING SPOT ELEVATION

DB 1284 PG 330  
MARCH 1986  
(HAD 83/2009 DEED BEARING -07' 00" 30")

"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."



Vicinity Map  
Not to Scale

**OWNER:**

SIRIUS METAL RECYCLING, INC.  
580 OAK CREST DRIVE  
CHAPEL HILL, NC 27016

**SITE DATA**

TOTAL LOT AREA . . . . . 2.31 AC.  
ZONE . . . . . H (HEAVY INDUSTRIAL)  
PARCEL ID NUMBERS . . . . . 3721-34-9136 & 3721-34-3261  
PROPERTY ADDRESS . . . . . 6601 WARD BOULEVARD  
PROPERTY REFERENCE . . . . . DB 2488, PG. 278-288  
DB 1284, PG. 330  
DB 2555, PG. 213

**RETRACT REQUIREMENTS:**

NONE

**SUBJECT SITE NOTES:**

THIS PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED FLOOD HAZARD AREA.  
THIS PROPERTY IS NOT LOCATED WITHIN ANY DESIGNATED WATERSHED AREA.  
THERE ARE NO WETLANDS ON THIS SITE DELINEATED AT THIS TIME.  
ALL DISTANCES ARE HORIZONTAL DISTANCE, UNLESS OTHERWISE NOTED.  
COMBINED SCALE FACTOR = 0.99990289 (NCGS "TRAVEL")  
AREA COMPUTED BY COORDINATE METHOD.  
AREA COMPUTED TO RIGHT-OF-WAY.  
SOME IMPERVIOUS AREAS EXTEND BEYOND BOUNDARY LINE BUT WERE NOT SURVEYED OR SHOWN ON THIS MAP.  
BEARING ORIENTATION BASED ON DEED BOOK 1284 PAGE 330 PER BROWNFIELD'S PROPERTY SURVEY PLAT REQUIREMENT NO.3.  
THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING.

FOR THE PURPOSES OF N.C.G.S. 130A-310.35

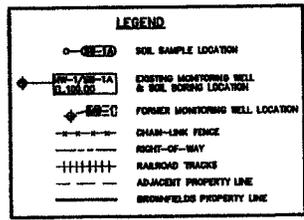
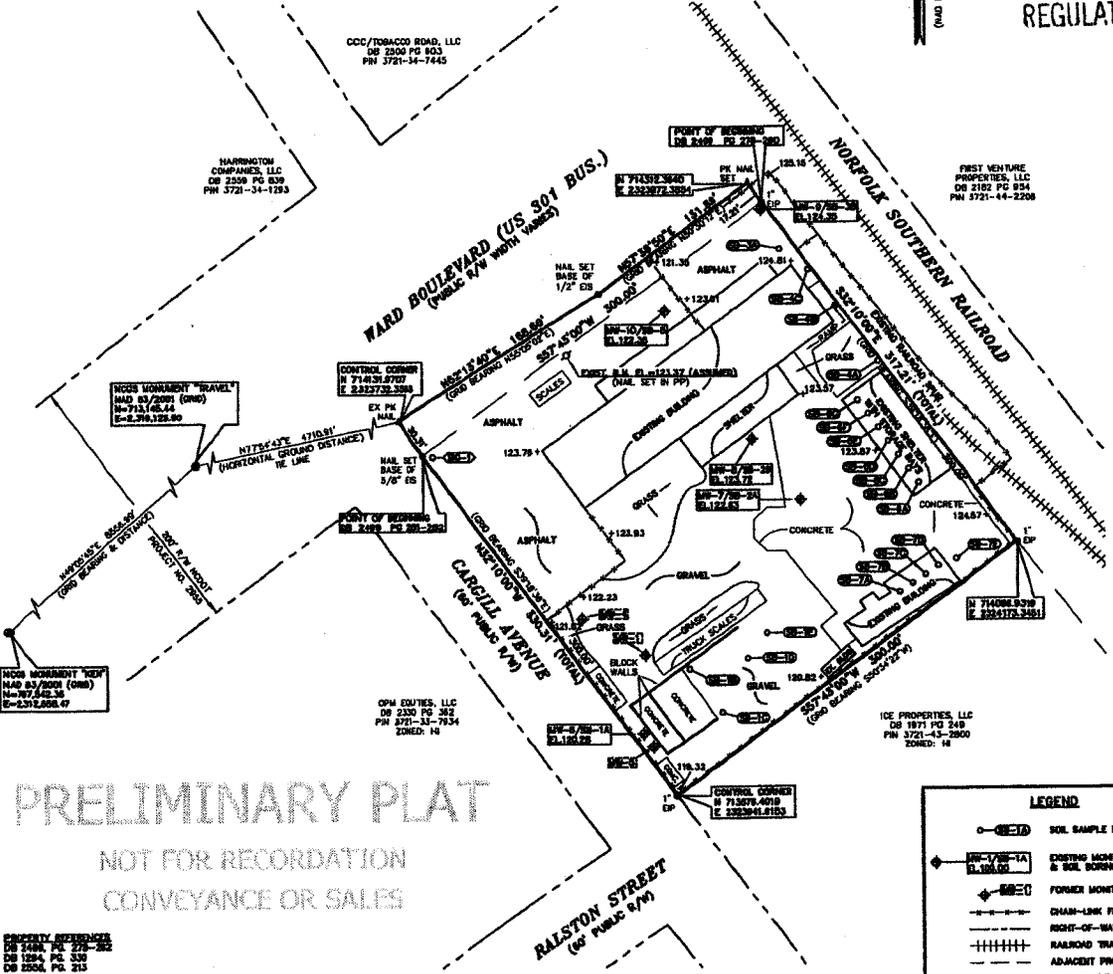
LENA K. CALDWELL, DEPUTY CLERK  
DIVISION OF WASTE MANAGEMENT  
STATE OF NORTH CAROLINA  
WAKE COUNTY

**EXHIBIT B to the Notice of Brownfields Property-Survey Plat**  
Property of  
**Sirius Metal Recycling, Inc.**

Located in  
Wilson Twsp. Wilson Co., NC  
April 2014 Scale 1" = 60'

**Herring-Sutton & Associates, P.A.**  
Firm License #C-2310  
2201 Nash Street NW  
Wilson, North Carolina 27898  
(252) 291-8887

BOOK 2577 PAGE 330



**PRELIMINARY PLAT**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES

**PROPERTY REFERENCES**  
DB 2488, PG. 278-288  
DB 1284, PG. 330  
DB 2555, PG. 213

I, RICHARD E. HERRING, CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.  
I, RICHARD E. HERRING, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN BOOK 2488, PAGE 278-288) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY IDENTIFIED AS GRASS FROM INFORMATION FROM BOOK 1284, PAGE 330; THAT THE DATE OF PRECISION AS CALCULATED IS 1/1/2000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF N.C.G.S. 130A-310.35 BY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D.,  
RICHARD E. HERRING P.L.E. L-2809

EASTERN CAROLINA PROPANE  
GAS OF WILSON, INC.  
DB 2400 PG 425  
PH 3721-33-8858

STATE OF NORTH CAROLINA  
WILSON COUNTY

FILED FOR REGISTRATION AT \_\_\_\_\_ IN \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013 IN THE  
WILSON COUNTY REGISTER OF DEEDS  
RECORDED IN \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, DEPUTY CLERK OF COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THE CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REGISTER OF DEEDS

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

Table A. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 21, Rule 0202(21), (April 1, 2013 version).

Groundwater Contaminant	Sample Location	Date of Sample	Maximum Concentration (µg/L)	Date of Most Recent Concentration	Most Recent Concentration (µg/L)	Standard (µg/L)
Benzene	MW-1	7/6/2000	2	10/23/2001	ND <sup>1</sup>	1
	MW-4	7/6/2000	3	7/6/2000	1	
	MW-5	6/27/2013	1.0	6/27/2013	1.0	
	MW-6	6/27/2013	0.95	6/27/2013	0.95	
	Dsp	6/27/2013	1.6	6/27/2013	1.6	0.6
1,2-DCE <sup>2</sup>	MW-3	8/21/2001	110,000	10/23/2001	45,000	
	MW-3	8/21/2001	26,800	10/23/2001	2,200	10,000
	MW-4	10/23/2001	35,200	10/23/2001	13,200	
Phosphorus	MW-10	6/27/2013	110	6/27/2013	110	NS
	Well	ND <sup>1</sup> - Not detected above laboratory reporting limit				

1. NS - No standard established.  
 2. NS - No standard established.  
 3. 1,2-DCE<sup>2</sup> - 1,2-Dichloroethane

Table B. Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial Health-Based Remediation Goals of the Inactive Hazardous Sites Branch of DENR's Superfund Section (July 2013 version).

Soil Contaminant	Sample Location	Depth (feet)	Date of Sampling	Concentration (mg/kg)	Industrial Screening Level (mg/kg)
Arsenic	AIC-1 <sup>1</sup>	0-51	6/24/2013	3.2	
	AIC-2	0-51	6/24/2013	2.7	
	AIC-3	0-51	6/24/2013	3.8	
	AIC-4	0-51	6/24/2013	3.8	
	AIC-6	0-51	6/24/2013	2.5	
	AIC-6 Dsp #2	0-51	6/24/2013	2.7	2.4
	AIC-7	0-51	6/24/2013	3.5	
Cadmium	SH-1E	0-51	6/24/2013	1.8	
	SH-5E	0-51	6/24/2013	4.6	
	SH-6E	0-51	6/24/2013	3.8	
	SH-7E	0-51	6/24/2013	9.4	7.2
	SH-8E	0-51	6/24/2013	9.4	7.2

1. Screening levels established for non-carcinogens are for recent exposure and to D3. Screening levels displayed for carcinogens are for 100-6 lifetime incremental cancer risk target.  
 2. The AIC-series samples are composite samples comprised of the following sub-samples: AIC-1 (SH-1A, SH-1B, SH-1C, SH-1D), AIC-2 (SH-2A, SH-2B), AIC-3 (SH-3A, SH-3B), AIC-4 (SH-4A, SH-4B), AIC-5 (SH-5A, SH-5B), AIC-6 (SH-6A, SH-6B), AIC-7 (SH-7A, SH-7B), AIC-8 (SH-8A, SH-8B), AIC-9 (SH-9A, SH-9B), AIC-10 (SH-10A, SH-10B), AIC-11 (SH-11A, SH-11B), AIC-12 (SH-12A, SH-12B), AIC-13 (SH-13A, SH-13B), AIC-14 (SH-14A, SH-14B), AIC-15 (SH-15A, SH-15B), AIC-16 (SH-16A, SH-16B), AIC-17 (SH-17A, SH-17B), AIC-18 (SH-18A, SH-18B), AIC-19 (SH-19A, SH-19B), AIC-20 (SH-20A, SH-20B), AIC-21 (SH-21A, SH-21B), AIC-22 (SH-22A, SH-22B), AIC-23 (SH-23A, SH-23B), AIC-24 (SH-24A, SH-24B), AIC-25 (SH-25A, SH-25B), AIC-26 (SH-26A, SH-26B), AIC-27 (SH-27A, SH-27B), AIC-28 (SH-28A, SH-28B), AIC-29 (SH-29A, SH-29B), AIC-30 (SH-30A, SH-30B), AIC-31 (SH-31A, SH-31B), AIC-32 (SH-32A, SH-32B), AIC-33 (SH-33A, SH-33B), AIC-34 (SH-34A, SH-34B), AIC-35 (SH-35A, SH-35B), AIC-36 (SH-36A, SH-36B), AIC-37 (SH-37A, SH-37B), AIC-38 (SH-38A, SH-38B), AIC-39 (SH-39A, SH-39B), AIC-40 (SH-40A, SH-40B), AIC-41 (SH-41A, SH-41B), AIC-42 (SH-42A, SH-42B), AIC-43 (SH-43A, SH-43B), AIC-44 (SH-44A, SH-44B), AIC-45 (SH-45A, SH-45B), AIC-46 (SH-46A, SH-46B), AIC-47 (SH-47A, SH-47B), AIC-48 (SH-48A, SH-48B), AIC-49 (SH-49A, SH-49B), AIC-50 (SH-50A, SH-50B), AIC-51 (SH-51A, SH-51B), AIC-52 (SH-52A, SH-52B), AIC-53 (SH-53A, SH-53B), AIC-54 (SH-54A, SH-54B), AIC-55 (SH-55A, SH-55B), AIC-56 (SH-56A, SH-56B), AIC-57 (SH-57A, SH-57B), AIC-58 (SH-58A, SH-58B), AIC-59 (SH-59A, SH-59B), AIC-60 (SH-60A, SH-60B), AIC-61 (SH-61A, SH-61B), AIC-62 (SH-62A, SH-62B), AIC-63 (SH-63A, SH-63B), AIC-64 (SH-64A, SH-64B), AIC-65 (SH-65A, SH-65B), AIC-66 (SH-66A, SH-66B), AIC-67 (SH-67A, SH-67B), AIC-68 (SH-68A, SH-68B), AIC-69 (SH-69A, SH-69B), AIC-70 (SH-70A, SH-70B), AIC-71 (SH-71A, SH-71B), AIC-72 (SH-72A, SH-72B), AIC-73 (SH-73A, SH-73B), AIC-74 (SH-74A, SH-74B), AIC-75 (SH-75A, SH-75B), AIC-76 (SH-76A, SH-76B), AIC-77 (SH-77A, SH-77B), AIC-78 (SH-78A, SH-78B), AIC-79 (SH-79A, SH-79B), AIC-80 (SH-80A, SH-80B), AIC-81 (SH-81A, SH-81B), AIC-82 (SH-82A, SH-82B), AIC-83 (SH-83A, SH-83B), AIC-84 (SH-84A, SH-84B), AIC-85 (SH-85A, SH-85B), AIC-86 (SH-86A, SH-86B), AIC-87 (SH-87A, SH-87B), AIC-88 (SH-88A, SH-88B), AIC-89 (SH-89A, SH-89B), AIC-90 (SH-90A, SH-90B), AIC-91 (SH-91A, SH-91B), AIC-92 (SH-92A, SH-92B), AIC-93 (SH-93A, SH-93B), AIC-94 (SH-94A, SH-94B), AIC-95 (SH-95A, SH-95B), AIC-96 (SH-96A, SH-96B), AIC-97 (SH-97A, SH-97B), AIC-98 (SH-98A, SH-98B), AIC-99 (SH-99A, SH-99B), AIC-100 (SH-100A, SH-100B).

PRELIMINARY PLAT  
 NOT FOR RECORDATION  
 CONVEYANCE OR SALES

STATE OF NORTH CAROLINA  
 WILSON COUNTY  
 FILED FOR RECORDATION AT \_\_\_\_\_  
 ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014  
 WILSON COUNTY REGISTER OF DEEDS  
 RECORDED IN \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 REGISTER OF DEEDS

**LAND-USE RESTRICTIONS**

NCGS 130A-310.35(a) after 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 higher designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(a). 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 for the collection of ferrous scrap materials, nonferrous scrap materials, white goods, and certain waste vehicular fluids, automotive lead acid batteries, electric and electronic scrap materials, paper goods including cardboard, potentially plastic and glass, under with prior written DENR approval, other non-ferrous scrap materials. For purposes of this restriction, the following definitions apply:

- a. "Recycling" refers to the derivation of reusable materials, or materials suitable for reuse from the collection, sorting, or processing of used or waste materials.
- b. "Ferrous scrap materials" are defined as those that contain magnetic metals that are predominantly composed of iron, including steel and stainless steel;
- c. "Nonferrous scrap materials" are defined as those that do not contain iron, but contain other metals such as aluminum, brass, copper, and lead;
- d. "White goods" are defined as a broad major appliances such as refrigerators, water heaters and stoves;
- e. "Waste vehicular fluids" are defined as gasoline, diesel, and used motor oil;
- f. "Electric and electronic scrap materials" are those derived from consumer electric products such as memory sticks, laptop wires, electric motors, and consumer electronic products such as audio and video recording equipment, digital cameras, computers, copiers, printers and cellular phones;
- g. "Paper goods" are defined as scrap or waste paper, including stationery, photocopy paper, computer paper, newspaper, magazines, and paper board products;
- h. "Glass" refers to primarily glass bottles; and

1. "Plastic" refers to plastic goods with plastic recycling codes No.1 and No.2.

2. Recycling operations that include the draining and collection of waste vehicular fluids, or the storage of scrap materials shall be performed only over asphalt or concrete cap materials and in a manner that prohibits the release of fluids to the ground.

3. Greenhouse at the Property may not be used for any purpose without the prior written approval of DENR;

4. Exposure to surface soil shall be minimized by maintaining a protective cover or cap over the surface of the Property where recycling operations are conducted. The cap shall consist of building foundations, asphalt paving or concrete surface material, or other impervious hard-scape material. Landscaped areas may be incorporated into the cover design, but shall be constructed with a minimum of one foot of compacted clean fill or topsoil over native soil, unless sampling demonstrates that the exposed soil is safe for the intended reuse.

5. The owner(s) of any portion of the Property containing the cap approved by DENR pursuant to the preceding Land Use Restrictions shall be responsible for inspecting on a periodic basis and maintaining such surface in good repair so that they retain their integrity and that the infiltration of surface water beneath the cap is minimized, whether or not another party has made a commitment to perform any part of said maintenance.

6. No activity that disturbs soil on the Property may occur unless and until DENR issues in writing its approval of the proposed activity, that said activity may occur if carried out during with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in Land Use Restriction No. 1 above while fully protecting public health and the environment, except in connection with the removal of debris or other emergency repair of underground infrastructure, provided that DENR shall be given written notice (and by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DENR shall be initiated.

7. None of the contaminants known to be present in the environmental media at the Property, including those in paragraph 7 of Exhibit A, may be used or stored at the Property without the prior written approval of DENR, except in the minimum amounts for cleaning and other routine housekeeping activities, in small quantities properly stored in above ground containers with sufficient secondary containment to prevent release of fluids to the ground and are stored in areas that are separate and distinct from known contaminated areas at the site, and as constituents of automobile fluids present in vehicles in use or temporarily stored at the facility in a manner that prohibits the release of contaminants to the ground.

8. The Property may not be used as a park or for contact sports of any kind without the prior written approval of DENR.

9. The Property may not be used for agriculture or grazing of animals.

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

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

12. 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 well to DENR's written satisfaction and within a time period acceptable to DENR, unless compliance with this Land Use Restriction is waived in writing by DENR in advance.

13. Neither DENR, nor any 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 deemed liable to the 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 Property.

14. During January of each year after the year in which the Notice referenced in paragraph 10 of Exhibit A is recorded, the owner of any part of the Property as of January 1<sup>st</sup> of that year shall submit a written Land Use Restriction Update ("LURU") to DENR, and to the chief public health and environmental officials of Wilson 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 Wilson County Register of Deeds office and that the land use restrictions are being complied with and abiding:

- 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 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 Property during the previous calendar year; and
- c. providing copies of records pertaining to the design, construction, inspection, and/or maintenance of the site cap specified in Land Use Restrictions 4 and 5 above during the reporting period.

The owner(s) of the land use restrictions set forth above, the DENR units of contact shall file the DENR official referenced in paragraph 31(a) of Exhibit A, Bureau of the address listed therein.

**EXHIBIT B to the Notice of  
 Brownfields Property-Survey Plat  
 Property of  
 Sirius Metal Recycling, Inc.**

Located in  
**Wilson Twp., Wilson Co., NC**  
 April 2014  
 Scale 1" = 60'  
 60' 90' 120' 150'

**Herring-Sutton & Associates, P.A.**  
 Firm License #C-2310  
 2201 West Street NW  
 Wilson, North Carolina 27696  
 (252) 281-8887

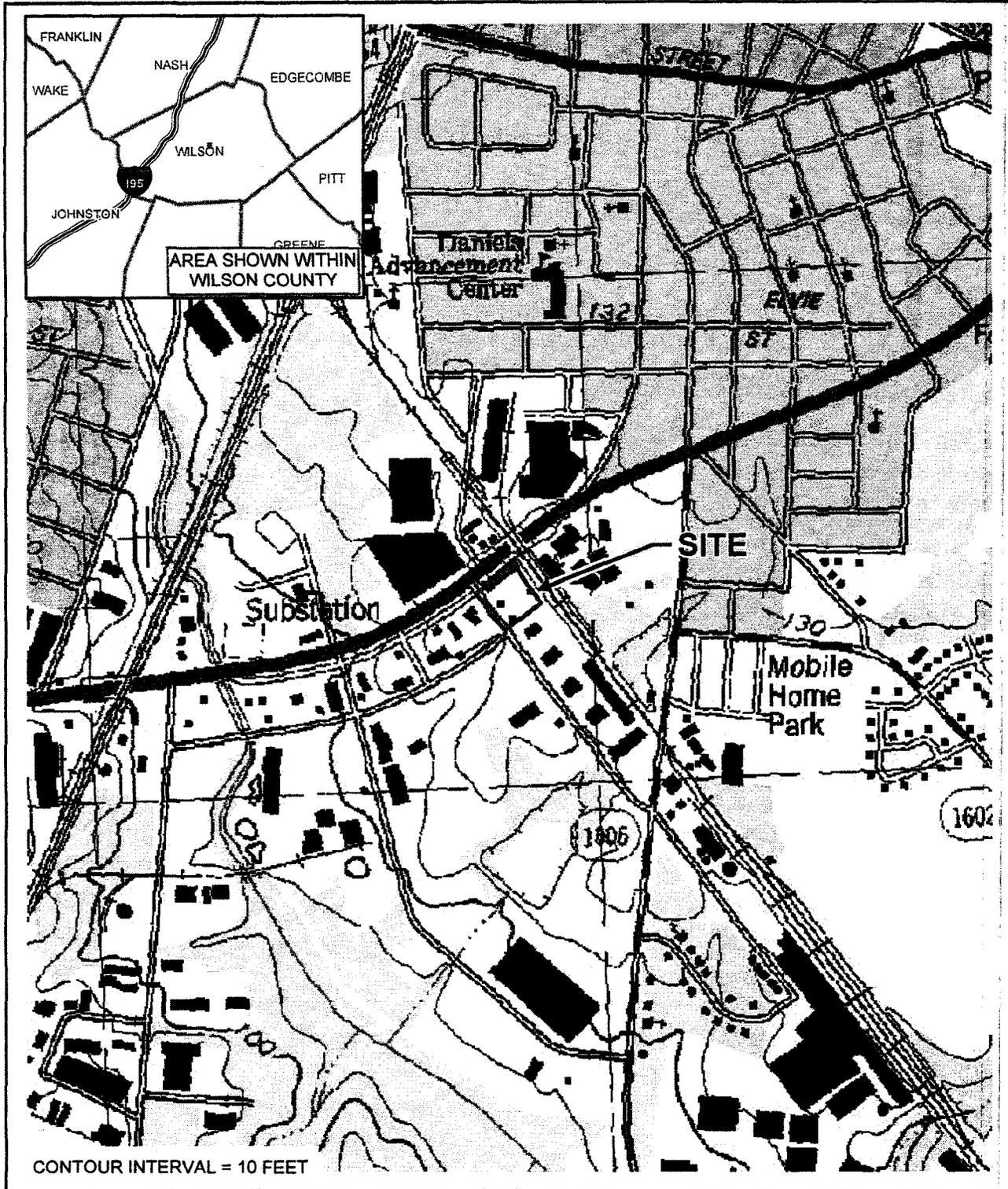
**EXHIBIT C Legal Description****Wilson County, NC Parcel PIN # 3721-34-9130 Deed Book 2499 Page 278-280****Southern States Corp. Reference: Deed Book 1294/330**

BEGINNING at a stake at the intersection of the Southeasterly property line of U.S. Highway No. 301 with the Southwesterly right-of-way line of the Norfolk-Southern Railway Company, and runs thence along said Railway Company right-of-way South  $32^{\circ} 10$  minutes East 300 feet, corners; thence South  $57^{\circ} 43$  minutes West 300 feet to the Northeasterly property line of Cargill Avenue North  $32^{\circ} 10$  minutes West 300 feet to the Southeasterly property line of U.S. Highway No. 301, corners; thence along said property line of U.S. Highway No. 301 North  $57^{\circ} 43$  minutes East 300 feet to the point of beginning, it being a portion of that tract of land conveyed to E. Sharpe Newton and wife by deed of Talmadge L. Narron et al, Commissioners, dated May 29, 1954, recorded in Book 549, Page 33, Wilson County Registry, and also being a portion of the real estate conveyed to E. Sharpe Newton and wife by deed of Chas. N. Griffin and wife dated January 12, 1948, recorded in Book 349, Page 424, Wilson County Registry.

**Wilson County, NC Parcel PIN # 3721-34-8261 Deed Book 2499 Page 281-282****R/W Declaration of Abandonment and Disclaimer DB 1417 / 242, Additional Quit Claim DB 2555 / 213**

BEGINNING at a point in the southeastern existing right of way boundary of U.S. Highway 301, said point located in the northeastern right of way boundary of Cargill Ave. and being 100 feet southeasterly of and normal to the centerline of U.S. Highway 301 as established by State Highway Project 2955 in Wilson County; thence along and with the existing northeastern right of way boundary of Cargill Ave. N.  $32^{\circ} 10' 00''$  W. 30.31 feet; thence N.  $62^{\circ} 13' 40''$  E. 168.60 feet; thence N  $57^{\circ} 38' 50''$  E. 131.89 feet to a point in the southwestern right of way boundary of Southern Railway Company; thence along and with the southwestern right of way boundary of Southern Railway Company S  $32^{\circ} 10' 00''$  E. 17.21 feet to a point in the existing southeastern right of way boundary of U. S. Highway 301 as shown on the plan for State Highway Project 2955; thence along and with the existing southeastern right of way boundary of State Highway Project 2955 S  $57^{\circ} 43' 00''$  W. 300 feet to the point and place of beginning.

The above description was taken from a survey prepared by J. Charles Cauley and Associates dated March 6, 1990 and entitled: "Southern States Cooperative, Inc."



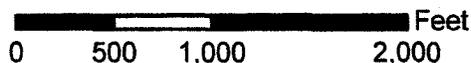
CONTOUR INTERVAL = 10 FEET

THIS MAP IS NOT A SURVEYED SURFACE  
 AND HAS NOT BEEN REVIEWED BY A  
 GOVERNMENT AGENCY FOR COMPLIANCE  
 WITH ANY APPLICABLE LAND DEVELOPMENT  
 REGULATIONS

REFERENCES:

1. WILSON, NC DIGITAL RASTER GRAPHIC, USGS. SCANNED FROM 1:24,000 SCALE WILSON, NC TOPOGRAPHIC MAP, PUBLISHED 1998.
2. INSET MAP DIGITAL DATA FROM 2002 NATIONAL TRANSPORTATION ATLAS, BUREAU OF TRANSPORTATION STATISTICS, WASHINGTON, D.C.

SCALE: 1:11,706



**Mid Atlantic**  
Engineering & Environmental Solutions

EXHIBIT 1  
 TOPOGRAPHIC SITE MAP  
 FORMER FCX AND SOUTHERN STATES  
 COOPERATIVE FACILITY  
 6601 WARD BOULEVARD (U.S. HWY 301)  
 WILSON, NORTH CAROLINA

DRAWN BY: <i>RB</i>	DATE: APRIL 2014
DRAFT CHECK:	JOB NO: 000R2377.01
ENG. CHECK:	GIS NO: 01G-R2377.01-1
APPROVAL:	DWG NO: 1.1