

NC BROWNFIELDS
LAND USE RESTRICTIONS ("LUR") UPDATE

Certification Year: 2015

Name: Edmunds Mfg.
Project #: 09039-05-41

Address: 1016 Battleground Avenue
County: Guilford

Property Owner (In part or whole): Bee Safe Battleground, LLC (f/k/a Hill Street Holdings, 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

LUR 1: No use may be made of the Brownfields Property other than for office, retail, self-storage, hotel, parking, and landscaping purposes or other use approved in advance and in writing by the Department of Environment and Natural Resources ("DENR"). No residential use may be made of the Brownfields Property, whether for a manager/custodian of a self-storage facility or otherwise. For purposes of this restriction:

- a. "Office" refers to the provision of business, institutional, or professional services.
- b. "Retail" refers to the sale of goods directly to the consumer.
- c. "Self-storage" is defined as a retail commercial facility at which individual storage spaces are leased to the public.
- d. "Hotel" refers to the offering of short-term lodging to the public.
- e. "Parking" refers to the temporary accommodation of vehicles, whether for a fee or as a service, including the vehicles of office workers, retail workers or shoppers, and hotel workers and guests.
- f. "Landscaping" refers to the beautification of exterior terrain through planting of trees, flowers, shrubs, and grasses, and installation of drainage and hard elements including water fountains, arbors, trellises, curbing, walkways, and pavement.

In compliance Out of compliance

Remarks: _____

LUR 2: No office, retail, storage, hotel, or other structure designed for indoor climate controlled use may be built or used at the Brownfields Property unless:

- a. DENR issues a written finding that vapor intrusion mitigation is not required at the building's proposed location; or
- b. a vapor barrier that is a prefabricated (minimum 20-mil) seamed geomembrane, or formed-in-place membrane (e.g., a rubberized asphalt emulsion applied as a liquid that then hardens), underlain by a six-inch crushed stone depressurization zone, is installed under the structure and tested for performance, all of which shall be in accordance with a work plan approved in advance in writing by DENR; or
- c. DENR approves, in writing, in advance, an alternate method of vapor mitigation based upon the proposed structure's foundation plans.

Implementation of LUR 2.b. or 2.c. above shall not be considered complete until DENR is provided certification of proper installation and testing under seal of a professional engineer licensed in North Carolina, as well as photographs and a brief narrative description of the installation and performance testing.

In compliance Out of compliance

Remarks: _____

LUR 3: No building outside the scope of LUR 2 above may be constructed on the Brownfields Property until DENR has been consulted regarding the proximity of the planned building to the Brownfields Property's volatile contaminant plume, and until any measures consequently required by DENR to ensure the Brownfields Property's suitability for uses approved pursuant to this Agreement, while fully protecting public health and the environment have been implemented to DENR's written satisfaction.

In compliance Out of compliance

Remarks: _____

LUR 4: No activities that encounter, expose, remove or use groundwater or surface water. (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 that exceeds North Carolina's groundwater quality standards and that DENR determines may threaten the Brownfields Property's suitability for uses approved pursuant to the Brownfields Agreement ("Agreement") and/or public health and/or the environment, 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 on the Brownfields Property deeper than six feet below the ground surface may not be disturbed without sampling and analysis to DENR's written satisfaction of soil proposed to be disturbed and a minimum of seven (7) business days written notice to DENR, unless DENR states otherwise in writing in advance. While such soil is disturbed, DENR may inspect and sample, or require inspection and/or sampling of the exposed soil for contaminants. If soil contamination is discovered that exceeds unrestricted use screening levels and that DENR determines may make the Brownfields Property unsuitable for the uses approved pursuant to LUR 1 above or render public health and the environment less than fully protected, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Brownfields Property suitable for the subject uses while fully protecting public health and the environment shall be taken.

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 and B of the Notice of Brownfields Property ("Notice"), may be used or stored at the Brownfields Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities; in products sold to and used by the general public for everyday use; and in products normally used in construction, maintenance, or repair of structures or landscaping.

In compliance Out of compliance

Remarks: _____

LUR 9: The Brownfields Property may not be used as a playground, or for child care centers or schools.

In compliance Out of compliance

Remarks: _____

LUR 10: The owner of any portion of the Brownfields Property where any existing, or later-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 11: 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 12: 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 Guilford County, certifying that, as of said January 1st, the Notice remains recorded at the Guilford County Register of Deeds office and its Land Use Restrictions are being complied with, and stating:

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

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

- c. whether any vapor barrier or other vapor mitigation systems installed pursuant to LUR 2 or 3 above are performing as designed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.

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

This Land Use Restrictions Update is certified by **Bee Safe Battleground, LLC**, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: **Al Leonard, Vice President**

Bee Safe Battleground, LLC (f/k/a Hill Street Holdings, LLC)

By: _____

Name: Al Leonard

Title: Vice President

NORTH CAROLINA
Rockingham COUNTY

I, Shirley M Hinson, a Notary Public of the county and state aforesaid, certify that **Al Leonard** personally came before me this day and acknowledged that he/she is a Vice President of Bee Safe Battleground, LLC, a North Carolina 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 31 day of Dec., 2014.

Shirley M Hinson

Name typed or printed:

Notary Public

[Signature]

My Commission expires: 8.18.2015

[Stamp/Seal]

SHIRLEY M HINSON
Notary Public, North Carolina
Rockingham County
My Commission Expires