

NOTICE OF INTENT TO REDEVELOP A BROWNFIELDS PROPERTY

**Brownfields Property Name: Cone Mills II
Brownfields Project Number: 28065-24-060**

North Carolina's Brownfields Property Reuse Act (the "Act"), North Carolina General Statutes ("NCGS") § 130A-310.30 through 130A-310.40, provides for the safe redevelopment of abandoned, idled, or underused properties at which expansion or redevelopment is hindered by actual or potential environmental contamination. One of the Act's requirements is the submittal of this Notice of Intent to Redevelop a Brownfields Property ("NI") that has been approved by the North Carolina Department of Environmental Quality ("DEQ") for public notification purposes as per NCGS § 130A-310.34(a). The NI shall provide, to the extent known, a legal description of the location of the Brownfields Property, a map showing the location of the Brownfields Property, a description of the contaminants involved and their concentrations in the media of the Brownfields Property, a description of the intended future use of the Brownfields Property, any proposed investigation and remediation, and a proposed Notice of Brownfields Property ("NBP") prepared in accordance with NCGS § 130A-310.35. The proposed NBP for a particular brownfields project is attached hereto. The proposed NBP includes the proposed Brownfields Agreement, which is attached as Exhibit A, and the other required elements of this NI. A Summary of this Notice of Intent ("SNI") shall include a statement as to the public availability of the full NI. The party ("Prospective Developer") who desires to enter into a Brownfields Agreement with DEQ must provide a full copy of this NI to all local governments having jurisdiction over the Brownfields Property.

The Act requires a public comment period of at least 30 days. The first day of public comment is defined as the day after which all of the following public notice tasks have occurred: the date the required SNI is: (1) published in a newspaper of general circulation serving the area in which the Brownfields Property is located; (2) conspicuously posted at the Brownfields Property; and (3) mailed or delivered to each owner of property contiguous to the Brownfields Property. Written public comments may be submitted to DEQ within 30 days after the public comment period begins. Written requests for a public meeting may be submitted to DEQ within 21 days after the public comment period begins. These periods will start no sooner than July 2, 2026, and will end no sooner than the later of: 1) 30 and 21 days, respectively, after that; or 2) 30 and 21 days, respectively, after completion of the latest of the three (3) above-referenced tasks, if such completion occurs later than the date stated herein. All comments and meeting requests should be addressed as follows:

**Tracy Wahl, Chief
Brownfields Redevelopment Section
Division of Waste Management
NC Department of Environmental Quality
1646 Mail Service Center
Raleigh, North Carolina 27699-1646**

Property Owner: Town of Pineville and Pineville Redevelopment Investment, Inc.

Recorded in Book _____, **Page** _____

Associated plat recorded in Plat Book _____, **Page** _____

NOTICE OF BROWNFIELDS PROPERTY

Brownfields Property Name: Cone Mills II

Brownfields Project Number: 28065-24-060

This documentary component of a Notice of Brownfields Property (“Notice”), as well as the plat component, have been filed this _____ day of _____, 20__ by the Town of Pineville and Pineville Redevelopment Investment, Inc. (“Prospective Developer”).

This Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environmental Quality (“DEQ”) 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 (“NCGS”), § 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 (“Brownfields Property”) being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (“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 DEQ’s approval of the Notice or Prospective Developer’s entry into the Brownfields Agreement required by the Act, whichever is later. The copy of the Notice certified by DEQ 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 the Prospective Developer’s name.

The Brownfields Property is located at 200, 212, and 304 Dover Street; 306 and 402 Dover Street; 436 Cone Avenue, and 330 and 336 Jack Hughes Lane, Pineville, Mecklenburg County (Mecklenburg County Parcel Nos. 22105111, 22105117, 22105107, and a portion of 22102116, respectively). The Brownfields Property was historically operated as a textile mill, initially by Dover Yarn Mills and later by Cone Mills. Textile manufacturing operations consisted of cotton

carding, spinning, starching, and weaving. Ancillary operations included machine maintenance, a boiler room, and general office activities. No dyeing or finishing operations were reportedly conducted on the Brownfields Property. Manufacturing operations ceased in 1991 and the Brownfields Property has been vacant since that time. The Co-Prospective Developers have committed to redevelop the Brownfields Property for no uses other than townhomes, high-density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial uses.

The Brownfields Agreement between Prospective Developer and DEQ is attached hereto as Exhibit A. It is required by NCGS § 130A-310.32 and 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. The Brownfields Agreement's Exhibit 2 consists of one or more data tables reflecting the concentrations of and other information regarding the Brownfields Property's regulated substances and contaminants.

Attached as Exhibit B to this Notice is a reduction, to 8.5 inches x 11 inches, of the survey plat component of this Notice. This plat shows areas designated by DEQ, has been prepared and certified by a professional land surveyor, meets the requirements of NCGS § 47-30, 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 Notice of Brownfields Property, previously recorded pursuant to NCGS § 130A-310.35(b) in the Mecklenburg County Register of Deeds, Book 33549, Page 835-879 on May 31, 2019, shall immediately be **SUPERSEDED** and the Land Use Restrictions in said Notice of Brownfields Property and Brownfields Agreement shall be **REPLACED** and of no further force and effect upon the filing of the Notice of Brownfields Property referenced in paragraph 13 below. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DEQ (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 DEQ shall be understood to include any successor in function.**

The land use restrictions below have been excerpted verbatim from paragraph 9 of the Brownfields Agreement, and all subparagraph letters/numbers are the same as those used in the Brownfields Agreement. The following land use restrictions are hereby imposed

on the Brownfields Property:

Land Uses

a. No use may be made of the Brownfields Property other than for townhomes, high-density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this Agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. Townhome is defined as a privately owned residential unit with ground floor contact that is attached to at least one other unit per common slab via one or more common walls of similar privately owned units. It may include a small amount of land ownership beyond the building footprint, such as a courtyard.

ii. High Density Residential is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages. Single family homes and duplexes are prohibited.

iii. Office is defined as a place where business or professional services are provided.

iv. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, open air markets, festivals, food halls, courier services, and the sales of food and/or beverage products, including from mobile establishments such as food trucks.

v. Restaurant is defined as a commercial business establishment that prepares and/or serves food and beverages, including alcoholic beverages under all applicable local, state, and federal regulations, to patrons.

vi. Beverage or Food Production Facility is defined as an establishment for the manufacture, sale and/or distribution of beverages or food products, including without limitation beer, ale, and/or distilled spirits.

vii. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.

viii. Commercial is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee, with the exception of educational space and childcare facilities.

Specific Prohibitions

b. The Brownfields Property may not be used for dry cleaning operations using chlorinated solvents.

Townhomes

c. Prior to constructing and the first sale of a townhome unit on the Brownfields Property, all owner(s) who construct and/or sell townhomes on the Brownfields Property must comply, to DEQ's written satisfaction, with DEQ's *Minimum Requirements for Townhome Developments* attached hereto as Exhibit 3.

d. Prior to the sale to a residential user of any dwelling constructed or to be constructed on the Brownfields Property that is a townhome or condominium, the then owner shall cause the Brownfields Property to be subject to a declaration of covenants, conditions, and restrictions, or a functionally equivalent instrument recorded or to be recorded in the Mecklenburg County Public Registry (the "Declaration"), and shall also establish or, if an existing homeowners' association is extended to serve the Brownfields Property, participate in a homeowners' association, a lot owners' association, or similar entity associated with the Brownfields Property ("Property Association") consistent with the Declaration and ensure it is initialized with resources consistent with subparagraph 9.d.v. below.

i. The Declaration shall provide that all owners of all or part of the Brownfields Property subject to the Declaration shall strictly comply with the terms and conditions of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13.

ii. For the purposes of N.C.G.S. §130A-310.35(f), which authorizes various persons to enforce land use restrictions, the Declaration shall provide that the Property Association is such a person so authorized by the Act to administer and enforce the land use restrictions as an owner of land and as a person eligible for liability protection pursuant to the Act. Further, the Declaration shall provide that the Property Association has the authority and obligation to administer and enforce the land use restrictions on behalf of all lot owners and members of the Property Association.

iii. The Declaration shall provide the Property Association the authority and obligation, to the extent permissible under North Carolina law, to treat any violation of the terms and conditions of this Agreement or of the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration as a violation of the Declaration and to undertake any and all enforcement remedies provided in the Declaration for such a violation. The Declaration shall provide that, in the event a violation of this Agreement or the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration becomes known to the Property Association, the Property Association shall undertake reasonable enforcement actions to correct said violation. Furthermore, the Declaration shall specifically provide that failure by any owner of any part of the Brownfields Property subject to the Declaration to remedy or correct such violations of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13 after any applicable notice and cure periods to the reasonable satisfaction of DEQ could result in that owner's loss of liability protection afforded by this Agreement and the Act.

iv. The Declaration shall provide that the Property Association will notify DEQ of violations of this Agreement or the Notice of Brownfields Property referenced below in

paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration and any associated enforcement actions taken or planned within thirty (30) days of such violation becoming known to the Property Association.

v. The Declaration shall provide that the Property Association maintain a cash reserve dedicated for use in undertaking the obligations set forth in this Agreement at any portion of the Brownfields Property subject to the Declaration, including, without limitation, potential legal fees. The cash reserve shall initially be maintained at not less than \$2,500 Dollars per unit, and shall be increased in the future as deemed necessary by the Property Association in order to ensure its obligations to enforce the land use restrictions can be carried out. The Declaration shall state that the cash reserve may only be used to fulfill the obligations set forth in this Agreement, provided that it is replenished annually. The amount of the cash reserve may be decreased with DEQ's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

vi. The portions of the Declaration, and the portions of the bylaws of the Property Association, pertaining to the subject matter of this subparagraph 9.d. shall be submitted to DEQ for review and approval as to the subject matter of this subparagraph 9.d., which shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed approved if DEQ does not respond to such submittal within thirty (30) business days.

vii. The Declaration shall further provide that the Property Association will be responsible for submission of copies of deeds and other instruments of conveyance, on behalf of the owners of any portion of the Brownfields Property subject to the Declaration, to the persons listed in Section XVI (Notices and Submissions) of this Agreement in accordance with paragraph 28 below.

viii. All owners of an individually-owned townhome or condominium and other units with private land shall remain subject to and abide by the Declaration referenced in subparagraph 9.d.

Environmental Management Plan

e. Physical redevelopment of the Brownfields Property may not occur other than in accordance, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

- i. demolition of existing buildings, if applicable;
- ii. issues related to known or potential sources of contamination, including without limitation those resulting from contaminants referenced in Exhibit 2 to this Agreement;
- iii. contingency plans for addressing, including without limitation the

testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, drums, septic drain fields, oil-water separators, soil contamination); and

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

Redevelopment Summary Report

f. No later than January 31 of each calendar year after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then-owner of the Brownfields Property shall provide DEQ a report on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater, or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water, or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

Groundwater

g. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 9.e., or a plan approved in writing in advance by DEQ.

Soil

h. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 24 inches;

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

iv. in connection with work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 9.e.

i. No use of the Brownfields Property for the uses authorized in subparagraph 9.a. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways, or another cover approved in advance by DEQ in writing.

j. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 9.e.

k. Soil in the "Area of Potential Soil Contamination" as depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 shall not be accessible to the public until such time as the lead impacts are removed, remediated, or otherwise managed to DEQ's advance written satisfaction. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan.

Vapor Intrusion

l. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 below, may be occupied until DEQ determines in writing that:

i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site-specific risk assessment approved in writing by DEQ; or

ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, or alternative standards approved in writing in advance by DEQ, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the system has been designed so as to be fully protective of public health within the meaning of NCGS § 130A-310.32 (a)(2), from known Brownfields Property

contaminants, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval;

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system has been designed and installed so as to be fully protective of public health within the meaning of NCGS 130A-310.32(a)(2), from known Brownfields Property contaminants. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health; and

3. confirmed to be effective through the implementation of a VIMS pre-occupancy confirmation sampling event pursuant to a plan approved in advance and in writing by DEQ.

m. When VIMS have been installed pursuant to subparagraph 9.1.ii. above, the VIMS shall be operated and maintained in accordance with a written VIMS Operations and Maintenance (O&M) Plan approved in writing by DEQ. The O&M Plan shall be prepared in accordance with the most current versions of the documents listed in paragraph 9.1.ii. above, signed and sealed by a NC-licensed Professional Engineer, and submitted to DEQ no later than 60 days following occupancy approval or an alternative schedule approved in advance by DEQ.

Surface Water

n. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

Property Access

o. Neither DEQ, 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 DEQ, 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.

Damage to Monitoring Points

p. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well or other monitoring point is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such well or sampling point to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this land use restriction is waived in writing by DEQ in advance.

Notifications upon Transfer

q. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records,

Book _____, Page _____.” A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying a leasehold interest may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVI. The then-current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

Separating Old from New Contamination

r. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 to this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

i. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities; and

ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment, and vehicles in on-board tanks integral to said equipment, or in flammable liquid storage containers totaling no more than 25 gallons; and

iii. as constituents of products and materials customarily used and stored in townhomes, high-density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ’s prior written approval, other commercial use environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

Land Use Restriction Update

s. During January of each year after the year in which the Notice referenced below in paragraph 13 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 DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;

iii. whether any vapor barrier and/or vapor intrusion mitigation systems installed pursuant to subparagraph 9.1.ii.2. above, and operated, maintained, and monitored pursuant to subparagraph 9.m. above, are performing as designed, and whether the uses of the ground floors, including any tenant renovations that disturb the ground floor slab, of any buildings containing such vapor barrier and/or vapor intrusion mitigation systems have changed, and if so, how, and under which precautions so as not to interfere with the operation of said system.

iv. whether all activities required by subparagraphs 9.m. above have been completed. This includes providing documentation of any modifications or changes to the VIMS approved in writing by DEQ that have been performed, copies of the completed checklist required by the VIMS O&M Plan, and a list of technical documents submitted during the reporting period to DEQ.

v. a summary record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of subparagraph 9.1.ii. accepted by DEQ.

vi. A joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

vii. A property owners' association or other entity may perform this LURU duty, on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DEQ that includes at a minimum, the Brownfields Property address, and the name, mailing address, telephone number, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ Brownfields Property Management Branch referenced in subparagraph 28.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 DEQ 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 DEQ (or its successor in function), or his/her delegate, shall be subject to enforcement by DEQ 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 _____ day of _____, 20____.

Town of Pineville

By: _____
Ryan Spitzer
Town Manager

NORTH CAROLINA
_____ 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: _____.

Date: _____

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this _____ day of _____, 20____.

Pineville Redevelopment Investment, Inc.

By: _____
M Janelle Lyons
Town Attorney

NORTH CAROLINA
_____ 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: _____.

Date: _____

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

APPROVAL AND CERTIFICATION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY

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

North Carolina Department of Environmental Quality

By:

Tracy Wahl, Chief
Brownfields Redevelopment Section
Division of Waste Management

Date

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Town of Pineville and Pineville Redevelopment Investment, Inc.

UNDER THE AUTHORITY OF THE
BROWNFIELDS PROPERTY REUSE ACT
OF 1997, NCGS § 130A-310.30, et seq.
Brownfields Project No. **28065-24-060**

) BROWNFIELDS AGREEMENT
) Cone Mills II
) 200/212/304 & 306/402 Dover St,
) 436 Cone Ave, and 330/336 Jack
) Hughes Lane
) Pineville, Mecklenburg County

I. INTRODUCTION

This Brownfields Agreement (Agreement) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and Town of Pineville and Pineville Redevelopment Investment, Inc. (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the “Act”) for the approximately 29.718-acre property located at 200/212/304 Dover St, 306/402 Dover St, 436 Cone Ave, and 330/336 Jack Hughes Lane, Pineville, Mecklenburg County (Mecklenburg County Parcel Nos. 22105111, 22105117, 22105107, and a portion of 22102116, respectively) that constitutes the “Brownfields Property”, a map of which is attached hereto as Exhibit 1.

The Co-Prospective Developers (Co-PDs) are the Town of Pineville and Pineville Redevelopment Investment, Inc. The Town of Pineville’s town hall is located at 505 Main Street, Pineville, NC, 28134. The Town Manager for the Town of Pineville is Ryan Spitzer of the same address. Pineville Redevelopment Investment, Inc. is a non-profit corporation located at 200 Dover Street, Pineville, NC 28134. It is controlled by the Town of Pineville, with M. Janelle Lyons, who is the Town of Pineville Attorney, listed as the registered agent.

The Brownfields Property Application (BPA) submitted for this Agreement and relevant information about the history, ownership, former and proposed uses of the Brownfields Property, and assessment data used for risk-based decision making relevant to this Agreement may be viewed online at the DEQ public record database, Laserfiche, by entering the project number **28065-24-060** into the search bar at the following web address:

<https://edocs.deq.nc.gov/WasteManagement/>.

The Exhibit 2 to this Agreement presents data tables of the Known Site Contaminants present at the Brownfields Property at concentrations at or above their applicable standards or screening levels for each media sampled.

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 IX (Certification), Section X (DEQ's Covenant Not to Sue and Reservation of Rights) and Section XI (Prospective Developer's Covenant Not to Sue), the potential liability of Town of Pineville and Pineville Redevelopment Investment, Inc. for contaminants at the Brownfields Property.

The Parties agree that Town of Pineville and Pineville Redevelopment Investment, Inc.'s entry into this Agreement, and the actions undertaken by Town of Pineville and Pineville Redevelopment Investment, Inc. in accordance with the Agreement, do not constitute an admission of any liability by Town of Pineville and Pineville Redevelopment Investment, Inc. for contaminants at the Brownfields Property.

Town of Pineville and Pineville Redevelopment Investment, Inc. hereby acknowledge that they will be jointly and severally responsible for any liabilities, requirements, and land use restrictions set forth under this Agreement, and jointly and severally entitled to all benefits and protections afforded to a Prospective Developer as defined in paragraph 2 below, pursuant to this

Agreement.

The resolution of this potential liability, in exchange for the benefit Town of Pineville and Pineville Redevelopment Investment, Inc. shall provide, is a public benefit.

II. DEFINITIONS

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

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

2. “Prospective Developer” shall mean Town of Pineville and Pineville Redevelopment Investment, Inc.

3. “Known Site Contaminants” shall mean those contaminants listed in Exhibit 2 to this Agreement.

4. “Period of Active Construction” shall mean the period beginning on the Period of Active Construction start date identified in the applicable DEQ-approved Environmental Management Plan (EMP) referenced in subparagraph 9.e. below, or another date approved in advance in writing by DEQ, and ending on the receipt date of the final Redevelopment Summary Report referenced in subparagraph 9.f. below. If there is more than one phase of construction, there may be more than one Period of Active Construction on the Brownfields Property.

III. PROSPECTIVE DEVELOPER’S ELIGIBILITY

5. By means of the eligibility review process, DEQ represents that Prospective Developer was made eligible for this Agreement for the Brownfields Property and that based on their on-site activities, Prospective Developer has maintained that eligibility throughout the brownfields

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

a. Prospective Developer has a bona fide, demonstrable desire to develop or redevelop the Brownfields Property;

b. Prospective Developer did not cause or contribute to the contamination at the Brownfields Property;

c. 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 NCGS § 130A-310.32(a)(1);

d. As a result of the implementation of this Agreement, the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment instead of being remediated to unrestricted use standards;

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

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

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

IV. FEES

6. The Parties agree that a \$30,000 “Redevelopment Now” fee Prospective Developer has paid at the time of application to the Brownfields Program, and the construction fee payment(s) of \$10,000 paid annually by the Prospective Developer or, if the Prospective Developer does not own the Brownfields Property (or the portion of the Brownfields Property under active construction), the then-current owner for each year in which the Brownfields Property is in a Period of Active Construction as defined in Section II above, suffices as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least \$1,000. Future evaluation of uses, which are not defined in subparagraph 9.a. below and that modify the risk profile of the Brownfields Property, shall incur additional fees equal to the full cost to DEQ and the North Carolina Department of Justice within the meaning of NCGS § 130A-310.39(a)(2); provided, however, that such fees shall not exceed the then-current fees to obtain a brownfields agreement.

V. WORK TO BE PERFORMED

7. The guidelines within which the desired results under this Agreement are to be accomplished, including parameters, principles, and policies as to: field procedures, laboratory testing, Brownfields Redevelopment Section requirements, and remedial or mitigation measures are (each as embodied in its most current version):

a. the Guidelines of the Inactive Hazardous Sites Branch of DEQ’s Superfund Section;

- b. the Division of Waste Management Vapor Intrusion Guidance;
- c. the Brownfields Redevelopment Section Minimum Site Assessment and Reporting Checklist;
- d. the Brownfields Redevelopment Section Vapor Intrusion Mitigation Design Checklist;
- e. the Division of Waste Management Minimum Mitigation and Sampling Requirements for Reuse;
- f. the Brownfields Survey Plat Checklist; and
- g. the Brownfields Redevelopment Section Vapor Intrusion Mitigation System Operations and Maintenance Plan Checklist.

8. Based on the information in the aforementioned public repository for this Brownfields Property, other available information, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section X of this Agreement (DEQ's Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than remediation that may be required pursuant to:

- a. a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 9.e. below; and/or
- b. vapor intrusion mitigation requirements as specified in subparagraph 9.1. below.

VI. LAND USE RESTRICTIONS

9. By way of the Notice of Brownfields Property referenced below in paragraph 13, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement

while fully protecting public health and the environment instead of remediation to unrestricted use standards. The Notice of Brownfields Property, previously recorded pursuant to NCGS § 130A-310.35(b) in the Mecklenburg County Register of Deeds, Book 33549, Page 835-879 on May 31, 2019, shall immediately be SUPERSEDED and the Land Use Restrictions in said Notice of Brownfields Property and Brownfields Agreement shall be REPLACED and of no further force and effect upon the filing of the Notice of Brownfields Property referenced in paragraph 13 below. All references to DEQ shall be understood to include any successor in function.

Land Uses

a. No use may be made of the Brownfields Property other than for townhomes, high-density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this Agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. Townhome is defined as a privately owned residential unit with ground floor contact that is attached to at least one other unit per common slab via one or more common walls of similar privately owned units. It may include a small amount of land ownership beyond the building footprint, such as a courtyard.

ii. High Density Residential is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas,

recreation areas and parking garages. Single family homes and duplexes are prohibited.

iii. Office is defined as a place where business or professional services are provided.

iv. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, open air markets, festivals, food halls, courier services, and the sales of food and/or beverage products, including from mobile establishments such as food trucks.

v. Restaurant is defined as a commercial business establishment that prepares and/or serves food and beverages, including alcoholic beverages under all applicable local, state, and federal regulations, to patrons.

vi. Beverage or Food Production Facility is defined as an establishment for the manufacture, sale and/or distribution of beverages or food products, including without limitation beer, ale, and/or distilled spirits.

vii. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.

viii. Commercial is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee, with the exception of educational space and childcare facilities.

Specific Prohibitions

b. The Brownfields Property may not be used for dry cleaning operations using chlorinated solvents.

Townhomes

c. Prior to constructing and the first sale of a townhome unit on the Brownfields Property, all owner(s) who construct and/or sell townhomes on the Brownfields Property must comply, to

DEQ's written satisfaction, with DEQ's *Minimum Requirements for Townhome Developments* attached hereto as Exhibit 3.

d. Prior to the sale to a residential user of any dwelling constructed or to be constructed on the Brownfields Property that is a townhome or condominium, the then owner shall cause the Brownfields Property to be subject to a declaration of covenants, conditions, and restrictions, or a functionally equivalent instrument recorded or to be recorded in the Mecklenburg County Public Registry (the "Declaration"), and shall also establish or, if an existing homeowners' association is extended to serve the Brownfields Property, participate in a homeowners' association, a lot owners' association, or similar entity associated with the Brownfields Property ("Property Association") consistent with the Declaration and ensure it is initialized with resources consistent with subparagraph 9.d.v. below.

i. The Declaration shall provide that all owners of all or part of the Brownfields Property subject to the Declaration shall strictly comply with the terms and conditions of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13.

ii. For the purposes of N.C.G.S. §130A-310.35(f), which authorizes various persons to enforce land use restrictions, the Declaration shall provide that the Property Association is such a person so authorized by the Act to administer and enforce the land use restrictions as an owner of land and as a person eligible for liability protection pursuant to the Act. Further, the Declaration shall provide that the Property Association has the authority and obligation to administer and enforce the land use restrictions on behalf of all lot owners and members of the Property Association.

iii. The Declaration shall provide the Property Association the authority and obligation, to the extent permissible under North Carolina law, to treat any violation of the

terms and conditions of this Agreement or of the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration as a violation of the Declaration and to undertake any and all enforcement remedies provided in the Declaration for such a violation. The Declaration shall provide that, in the event a violation of this Agreement or the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration becomes known to the Property Association, the Property Association shall undertake reasonable enforcement actions to correct said violation. Furthermore, the Declaration shall specifically provide that failure by any owner of any part of the Brownfields Property subject to the Declaration to remedy or correct such violations of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13 after any applicable notice and cure periods to the reasonable satisfaction of DEQ could result in that owner's loss of liability protection afforded by this Agreement and the Act.

iv. The Declaration shall provide that the Property Association will notify DEQ of violations of this Agreement or the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration and any associated enforcement actions taken or planned within thirty (30) days of such violation becoming known to the Property Association.

v. The Declaration shall provide that the Property Association maintain a cash reserve dedicated for use in undertaking the obligations set forth in this Agreement at any portion of the Brownfields Property subject to the Declaration, including, without limitation, potential legal fees. The cash reserve shall initially be maintained at not less than \$2,500 Dollars per unit, and shall be increased in the future as deemed necessary by the Property Association in order to ensure its obligations to enforce the land use restrictions can be carried out. The

Declaration shall state that the cash reserve may only be used to fulfill the obligations set forth in this Agreement, provided that it is replenished annually. The amount of the cash reserve may be decreased with DEQ's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

vi. The portions of the Declaration, and the portions of the bylaws of the Property Association, pertaining to the subject matter of this subparagraph 9.d. shall be submitted to DEQ for review and approval as to the subject matter of this subparagraph 9.d., which shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed approved if DEQ does not respond to such submittal within thirty (30) business days.

vii. The Declaration shall further provide that the Property Association will be responsible for submission of copies of deeds and other instruments of conveyance, on behalf of the owners of any portion of the Brownfields Property subject to the Declaration, to the persons listed in Section XVI (Notices and Submissions) of this Agreement in accordance with paragraph 28 below.

viii. All owners of an individually-owned townhome or condominium and other units with private land shall remain subject to and abide by the Declaration referenced in subparagraph 9.d.

Environmental Management Plan

e. Physical redevelopment of the Brownfields Property may not occur other than in accordance, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the

Brownfields Property during construction or redevelopment in any other form, including without limitation:

- i. demolition of existing buildings, if applicable;
- ii. issues related to known or potential sources of contamination, including without limitation those resulting from contaminants referenced in Exhibit 2 to this Agreement;
- iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, drums, septic drain fields, oil-water separators, soil contamination); and
- iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

Redevelopment Summary Report

f. No later than January 31 of each calendar year after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then-owner of the Brownfields Property shall provide DEQ a report on environment-related activities since the last report, with a summary and drawings, that describes:

- i. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed above;
- ii. soil grading and cut and fill actions;
- iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater, or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water, or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

Groundwater

g. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 9.e., or a plan approved in writing in advance by DEQ.

Soil

h. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment, except:

- i. in connection with landscape planting to depths not exceeding 24 inches;
- ii. mowing and pruning of above-ground vegetation;
- iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such

repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

iv. in connection with work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 9.e.

i. No use of the Brownfields Property for the uses authorized in subparagraph 9.a. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways, or another cover approved in advance by DEQ in writing.

j. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 9.e.

k. Soil in the "Area of Potential Soil Contamination" as depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 shall not be accessible to the public until such time as the lead impacts are removed, remediated, or otherwise managed to DEQ's advance written satisfaction. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan.

Vapor Intrusion

l. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 below, may be occupied until DEQ determines in writing that:

i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site-specific risk assessment approved in writing by DEQ; or

ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, or alternative standards approved in writing in advance by DEQ, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the system has been designed so as to be fully protective of public health within the meaning of NCGS § 130A-310.32 (a)(2), from known Brownfields Property contaminants, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval;

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system has been designed and installed so as to be fully protective of public health within the meaning of NCGS 130A-310.32(a)(2), from known Brownfields Property contaminants. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health; and

3. confirmed to be effective through the implementation of a VIMS pre-occupancy confirmation sampling event pursuant to a plan approved in advance and in writing by DEQ.

m. When VIMS have been installed pursuant to subparagraph 9.1.ii. above, the VIMS shall be operated and maintained in accordance with a written VIMS Operations and

Maintenance (O&M) Plan approved in writing by DEQ. The O&M Plan shall be prepared in accordance with the most current versions of the documents listed in paragraph 9.1.ii. above, signed and sealed by a NC-licensed Professional Engineer, and submitted to DEQ no later than 60 days following occupancy approval or an alternative schedule approved in advance by DEQ.

Surface Water

n. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

Property Access

o. Neither DEQ, 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 DEQ, 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.

Damage to Monitoring Points

p. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well or other monitoring point is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such well or sampling point to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this land use restriction is waived in writing by DEQ in advance.

Notifications upon Transfer

q. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land

records, Book _____, Page _____.” A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying a leasehold interest may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVI. The then-current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

Separating Old from New Contamination

r. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 to this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

- i. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities; and
- ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment, and vehicles in on-board tanks integral to said equipment, or in

flammable liquid storage containers totaling no more than 25 gallons; and

iii. as constituents of products and materials customarily used and stored in townhomes, high-density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial use environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

Land Use Restriction Update

s. During January of each year after the year in which the Notice referenced below in paragraph 13 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 DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;

iii. whether any vapor barrier and/or vapor intrusion mitigation systems installed pursuant to subparagraph 9.l.ii.2. above, and operated, maintained, and monitored pursuant to subparagraph 9.m. above, are performing as designed, and whether the uses of the ground floors, including any tenant renovations that disturb the ground floor slab, of any buildings containing such vapor barrier and/or vapor intrusion mitigation systems have changed, and if so, how, and under which precautions so as not to interfere with the operation of said system.

iv. whether all activities required by subparagraphs 9.m. above have been completed. This includes providing documentation of any modifications or changes to the VIMS approved in writing by DEQ that have been performed, copies of the completed checklist required by the VIMS O&M Plan, and a list of technical documents submitted during the reporting period to DEQ.

v. a summary record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of subparagraph 9.l.ii. accepted by DEQ.

vi. A joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.

vii. A property owners' association or other entity may perform this LURU duty, on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DEQ that includes at a minimum, the Brownfields Property address, and the name, mailing address, telephone number, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

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

11. The consequence of achieving the desired results will be that the Brownfields 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.

VII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

12. In addition to providing access to the Brownfields Property pursuant to subparagraph 9.o. above, while the Prospective Developer owns the Brownfields Property, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ 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 Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ 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.

13. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property (“Notice”) for the Brownfields Property containing, inter alia, the land use restrictions set forth in Section VI (Land Use Restrictions) of this Agreement and a survey plat of the Brownfields Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date of this Agreement, Prospective Developer shall file the Notice in the Mecklenburg County, North Carolina, Register of Deeds’ Office. Within three (3) days thereafter, Prospective Developer shall furnish DEQ 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.

14. This Agreement shall be attached as Exhibit A to the Notice. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: “This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book _____, Page _____.” A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph as to leasehold interests: (i) If every lease or rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to

the persons listed in Section XVI.

15. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within seven days of the effective date of this Agreement.

VIII. DUE CARE/COOPERATION

16. The Prospective Developer shall exercise due care at the Brownfields Property with respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields Property by DEQ and further agrees not to interfere with any such assessment or 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 Brownfields Property while Prospective Developer owns the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 28.a. below of any such required notification.

IX. CERTIFICATION

17. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in subparagraph 9.a. of this Agreement. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ 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 Brownfields Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Brownfields Property.

X. DEQ'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

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

a. The Prospective Developer fails to comply with this Agreement.

b. The activities conducted on the Brownfields 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 Brownfields 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 NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields 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 Brownfields Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Brownfields 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 Brownfields 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 Brownfields Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Brownfields Property fully protective of public health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields 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 NCGS § 130A-310.35.

19. Except as may be provided herein, DEQ reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act.

20. 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, NCGS § 113A-1, et seq.

21. The liability protections provided in NCGS § 130A-310.33 (so long as these persons

are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties), the fee language provided in NCGS § 130A-310.39, and any statutory limitations in paragraphs 18 through 20 above apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Brownfields Property, to the same extent as Prospective Developer.

XI. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

22. In consideration of DEQ's Covenant Not To Sue in Section X of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), and except for any challenges to a civil penalty or cost recovery for enforcement by DEQ in connection with this Agreement, the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DEQ, 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.

XII. PARTIES BOUND

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

XIII. DISCLAIMER

24. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2). However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a

representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

25. Except for the land use restrictions set forth in paragraph 9 above, NCGS § 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, and NCGS § 130A-310.39's provisions regarding fees affecting the prospective developer and any owner of property subject to a recorded Notice of Brownfields Property, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIV. DOCUMENT RETENTION

26. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal

basis upon which they are being withheld. To the extent DEQ 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.

XV. PAYMENT OF ENFORCEMENT COSTS

27. 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) and Section VI (Land Use Restrictions), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

XVI. NOTICES AND SUBMISSIONS

28. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information or delivery method, all notices and submissions pursuant to this Agreement shall be sent by prepaid first-class U.S. Mail or courier service, or via a DEQ-designated virtual portal as follows:

a. for DEQ:

Brownfields Property Management Branch (or successor in function)
N.C. Division of Waste Management
Brownfields Redevelopment Section
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:

Ryan Spitzer, Town Manager (or successor in function)
Town of Pineville and Pineville Redevelopment Investment, Inc.
505 Main Street
Pineville, NC 28134

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, via a DEQ-designated virtual portal, or by other means affording written evidence of date of receipt shall be effective on such date.

XVII. EFFECTIVE DATE

29. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in NCGS § 130A-310.35(b). If the Agreement is not signed by Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and to invalidate its signature on this Agreement.

XVIII. TERMINATION OF CERTAIN PROVISIONS

30. If any Party believes that any or all of the obligations under Section VII (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).

XIX CONTRIBUTION PROTECTION

31. 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 NCGS § 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 DEQ or any other person in relation to the Brownfields Property.

32. 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 DEQ

in writing no later than 60 days prior to the initiation of such suit or claim.

33. 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 DEQ in writing within 10 days of receiving said suit or claim.

XX. PUBLIC COMMENT

34. This Agreement has been subject to a public comment period of at least 30 days from the latest date of the following public notice tasks: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in the *Charlotte Observer*; conspicuous posting of a copy of said summary at the Brownfields Property; and mailing or delivery of a copy of the summary to each owner of property contiguous to the Brownfields Property, and mailing or delivery of the full Notice of Intent to local governments having jurisdiction over the Brownfields Property. The public comment period for this Agreement commenced on [INSERT DATE OF PUBLIC COMMENT START] and concluded on [INSERT DATE] OF THE 30TH DAY OF PUBLIC COMMENT]. A public meeting pursuant to NCGS § 130A-310.34(c) was not held for this Agreement. **OR** A public meeting pursuant to NCGS § 130A-310.34(c) was held on [INSERT DATE OF PUBLIC MEETING]. As a result of the public comment period, and if it was held, the public meeting for this Agreement, and consistent with NCGS § 130A-310.34(d), DEQ has taken into account the comment(s) received, which did not disclose facts or considerations that indicate this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
By:

Tracy Wahl
Chief, Brownfields Redevelopment Section

Date

IT IS SO AGREED:
TOWN OF PINEVILLE
By:

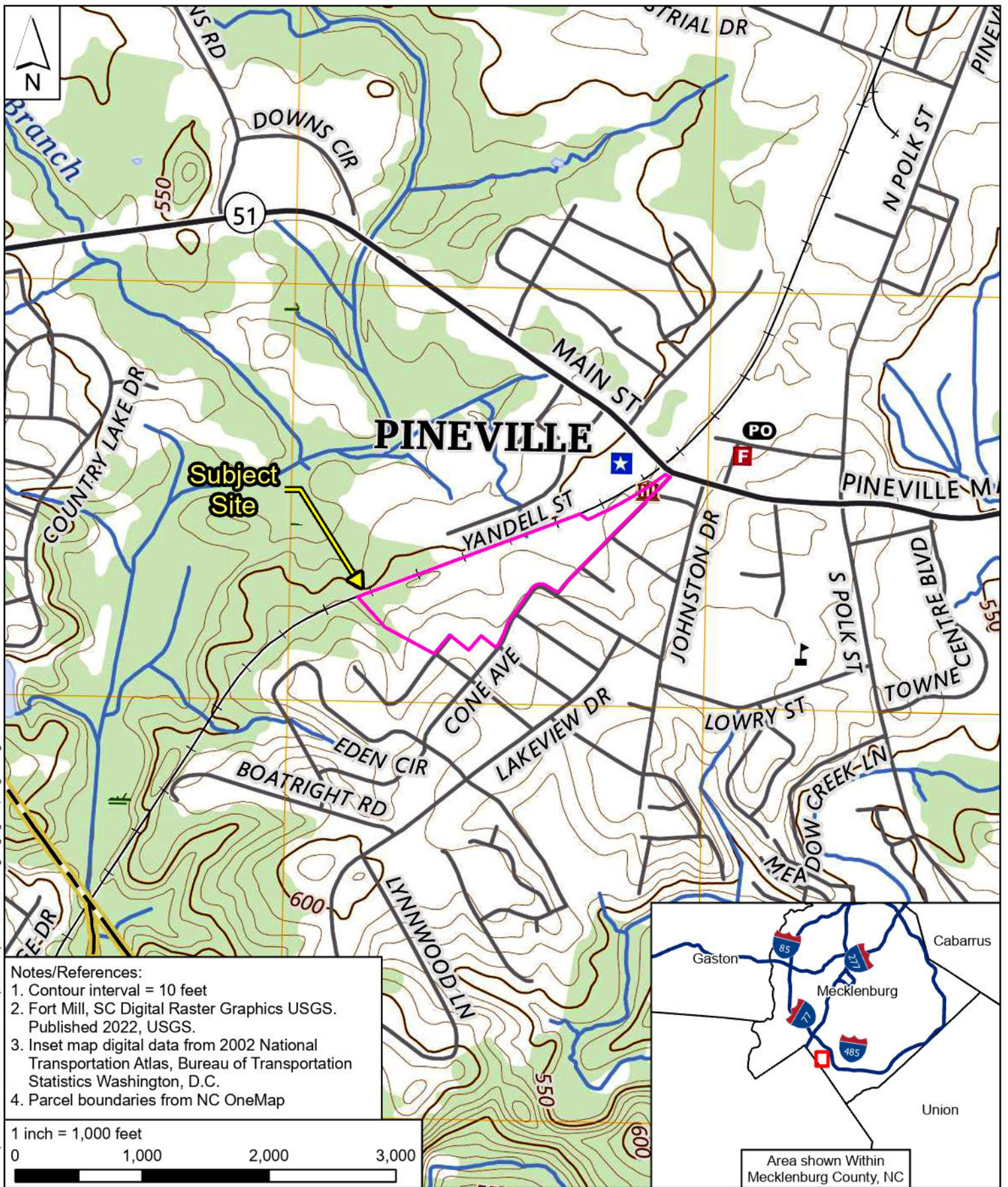
Ryan Spitzer
Town Manager

Date

IT IS SO AGREED:
PINEVILLE REDEVELOPMENT INVESTMENT, INC.
By:

M Janelle Lyons
Town Attorney

Date



Topographic Site Map
Cone Mills II
200, 212, 306, and 402 Dover Street
& 436 Cone Avenue
Pineville, North Carolina

Drawn By:	AGH	Date:	September 2025
Draft Check:	ATR	Job No:	H1948.00
Approval:	GDI	Drawing No:	1

Exhibit 2
Brownfields Property Name: Cone Mills II
Brownfields Project Number: 28065-24-060

The following tables set forth, for contaminants present at the Brownfields Property at or above unrestricted use standards or screening levels as referenced in Section I of the Brownfields Agreement to which this is an exhibit, the concentration found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

Groundwater

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 (2L), Rule .0202 (November 1, 2025 version), or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (December 8, 2025 version):

Sample Location	Date of Sampling	Groundwater Contaminant	Concentration at or Exceeding Standard (µg/L)	Standard (µg/L)
TW-1	11/17/2015	Naphthalene	270	6
		Carbazole	20	2
		Dibenzofuran	31	28
		1-Methylnaphthalene	26	1
		2-Methylnaphthalene	47	30
TMW-2	5/8/2025	Chromium	14.2	10
TMW-4	5/8/2025	Chromium	10.5	10
TW-9	11/5/2018	Chromium	13	10

NSE – No screening level established.

Groundwater Vapor Intrusion Risk

Groundwater contaminants with potential for vapor intrusion (VI) in micrograms per liter, (the equivalent of parts per billion) the vapor intrusion screening levels for which are contained in the Division of Waste Management Vapor Intrusion Guidance, Residential Vapor Intrusion Screening Levels (VISLs) (January 2025 version):

Sample Location	Date of Sampling	Groundwater Contaminant with Potential for Vapor Intrusion	Concentration at or Exceeding Screening Level (µg/L)	Residential VI Screening Level ¹ (µg/L)
TMW-1	11/17/2015	Phenanthrene	62	NSE
		Naphthalene	270	4.6
TMW-3	5/8/2025	Dichlorodifluoromethane	3.31	1.5
TW-5	11/5/2018	1,3-Dichlorobenzene	0.29 J	NSE
		Fluorene	0.071 J	NSE
		2-Methylnaphthalene	0.13 J	NSE
		Phenanthrene	0.083	NSE
TW-6 / BD-01	11/5/2018	1,3-Dichlorobenzene	0.55 J / 0.36 J	NSE
		Phenanthrene	<0.05 / 0.041 J	NSE
		Pyrene	<0.03 / 0.031	NSE
TW-7	11/5/2018	1,3-Dichlorobenzene	0.49 J	NSE
TW-8	11/5/2018	1,3-Dichlorobenzene	0.31 J	NSE
TW-9	11/5/2018	1,3-Dichlorobenzene	0.41 J	NSE

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

Soil

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2025 version):

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
ES-1	1-2	5/8/2025	Arsenic ²	3.32	0.68
			Benzo(a)pyrene	0.451	0.11
			Phenanthrene	0.855	NSE
ES-2	2-3	5/8/2025	Arsenic ²	8.67	0.68
			Hexavalent Chromium	1.08	0.96
			Phenanthrene	0.132	NSE
ES-3 / DUP-1	0-1	5/8/2025	Arsenic ²	2.94/2.09	0.68
ES-4	1-2	5/8/2025	Arsenic ²	2.58	0.68
			Hexavalent Chromium	1.74	0.96
ES-5	1-2	5/8/2025	Arsenic ²	3.46	0.68
ES-6	1-2	5/8/2025	Arsenic ²	3.18	0.68
			Benzo(a)pyrene	0.181	0.11
			Hexavalent Chromium	1.6	0.96
			Phenanthrene	0.216	NSE
ES-7	2-3	5/8/2025	Arsenic ²	17.1	0.68
			Benzo(a)pyrene	0.667	0.11
			Benzo(b)fluoranthene	1.16	1.1
			Phenanthrene	1.47	NSE
ES-8	1-2	5/8/2025	Arsenic ²	2.34	0.68
			Hexavalent Chromium	1.52	0.96
ES-9	2-3	5/8/2025	Arsenic ²	2.43	0.68
			Hexavalent Chromium	1.04	0.96
FG-1 / Dup-1	0-2	10/24/2022	Arsenic ²	5.7/5.2	0.68
			Benzo(a)pyrene	0.489/<0.137	0.11
			Hexavalent Chromium	2.304/2.547	0.96
			Phenanthrene	0.556/0.442	NSE

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
FG-2	0-2	10/24/2022	Acenaphthylene	2.29	NSE
			Arsenic ²	2.2	0.68
			Benzo(a)anthracene	8.06	1.1
			Benzo(a)pyrene	7.45	0.11
			Benzo(b)fluoranthene	8.62	1.1
			Benzo(g,h,i) perylene	2.79	NSE
			Dibenz(a,h)anthracene	0.88	0.11
			Indeno(1,2,3-cd)pyrene	2.79	1.1
			Phenanthrene	17	NSE
FG-3 / Dup-2	8-10	10/24/2022	Acenaphthylene	3.02/<0.147	NSE
			Arsenic ²	2.9/<0.24	0.68
			Benzo(a)anthracene	5.85/1.11	1.1
			Benzo(a)pyrene	4.9/1.12	0.11
			Benzo(b)fluoranthene	5.2/1.27	1.1
			Benzo(g,h,i) perylene	2.46/0.595	NSE
			Hexavalent Chromium	1.35/<0.314	0.96
			Indeno(1,2,3-cd)pyrene	2.19/0.52	1.1
			Phenanthrene	22.2/2.66	NSE
FG-4	0-2	10/24/2022	Arsenic ²	8.4	0.68
			Hexavalent Chromium	1.66	0.96
			Lead	465	200
FG-5	0-2	10/24/2022	Arsenic ²	2.3	0.68
			Hexavalent Chromium	1.626	0.96
			Phenanthrene	0.449	NSE
FG-6	0-2	10/24/2022	Arsenic ²	1.7	0.68
			Hexavalent Chromium	1.946	0.96
FG-8	0-2	10/24/2022	Arsenic ²	10.9	0.68
			Benzo(a)anthracene	3.61	1.1
			Benzo(a)pyrene	3.6	0.11
			Benzo(b)fluoranthene	4.06	1.1
			Hexavalent Chromium	4.679	0.96
			Phenanthrene	5.42	NSE

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
FG-9	0-2	10/24/2022	Arsenic ²	2.9	0.68
			Benzo(a)anthracene	1.46	1.1
			Benzo(a)pyrene	1.22	0.11
			Benzo(b)fluoranthene	1.84	1.1
			Benzo(g,h,i) perylene	0.628	NSE
			Hexavalent Chromium	1.812	0.96
			Phenanthrene	2.41	NSE
FG-10	0-2	10/24/2022	Hexavalent Chromium	2.09	0.96
FG-11	0-2	10/24/2022	Hexavalent Chromium	1.95	0.96
FG-12	0-2	10/24/2022	Arsenic ²	7.2	0.68
			Hexavalent Chromium	1.831	0.96
FG-13	0-2	10/25/2022	Arsenic ²	3.5	0.68
			Hexavalent Chromium	1.485	0.96
FG-14	0-2	10/25/2022	Arsenic ²	3	0.68
			Bromodichloromethane	0.379	0.31
			Carbon Tetrachloride	0.736	0.69
			1,3-Dichlorobenzene	1.5	NSE
			1,4-Dichlorobenzene	123	2.8
			Hexavalent Chromium	2.936	0.96
			2,2'-Oxybis(1-chloropropane)	61.1	NSE
			N-Nitrosodimethylamine	0.034	0.002
FG-15	0-2	10/25/2022	Arsenic ²	1.5	0.68
			Hexavalent Chromium	1.761	0.96
FG-17	0-2	10/25/2022	Arsenic ²	16.5	0.68
			Benzo(a)anthracene	5.43	1.1
			Benzo(a)pyrene	5.81	0.11
			Benzo(b)fluoranthene	6.36	1.1
			Hexavalent Chromium	1.44	0.96
			Phenanthrene	8.58	NSE
FG-18	8-10	10/25/2022	Arsenic ²	3.3	0.68
			Benzo(a)pyrene	0.594	0.11
			Hexavalent Chromium	1.523	0.96
			Phenanthrene	0.822	NSE

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
FG-19	0-2	10/25/2022	Hexavalent Chromium	2.067	0.96
FG-20	0-2	10/25/2022	Arsenic ²	2.4	0.68
FG-21	0-2	10/25/2022	Arsenic ²	2.8	0.68
			Hexavalent Chromium	3.656	0.96
FG-22	0-2	10/25/2022	Arsenic ²	3.1	0.68
			Benzo(a)anthracene	3.47	1.1
			Benzo(a)pyrene	3.52	0.11
			Benzo(b)fluoranthene	4.35	1.1
			Benzo(g,h,i)perylene	2.26	NSE
			Dibenz(a,h)anthracene	0.692	0.11
			Hexavalent Chromium	4.794	0.96
			Indeno(1,2,3-cd)pyrene	1.93	1.1
FG-23	8-10	10/25/2022	Phenanthrene	8.06	NSE
			Arsenic ²	3.1	0.68
			Benzo(a)pyrene	0.835	0.11
			Hexavalent Chromium	4.313	0.96
FG-24	0-2	10/25/2022	Phenanthrene	0.841	NSE
			Arsenic ²	1.5	0.68
FG-25	0-2	10/25/2022	Hexavalent Chromium	1.608	0.96
			Arsenic ²	1.3	0.68
FG-26	0-2	10/25/2022	Arsenic ²	1.7	0.68
			Hexavalent Chromium	3.225	0.96
FG-27	0-2	10/25/2022	Arsenic ²	2.5	0.68
FG-28	0-2	10/25/2022	Arsenic ²	1.6	0.68
			Hexavalent Chromium	2.703	0.96
FG-30	0-2	10/25/2022	Arsenic ²	1.8	0.68
			Hexavalent Chromium	1.46	0.96
FG-31	0-2	10/24/2022	Arsenic ²	6.4	0.68
			Hexavalent Chromium	4.572	0.96
FG-32	0-2	10/24/2022	Arsenic ²	2.8	0.68
			Benzo(a)pyrene	0.561	0.11
			Hexavalent Chromium	3.059	0.96
			Phenanthrene	0.713	NSE

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
SB-4	3-4	11/3/2015	TPH-DRO ³	2,800	100
SB-8	2-3	11/3/2015	Benzo(a)pyrene	0.42	0.11
			Benzo(g,h,i)perylene	0.21	NSE
			Carbazole	0.064 J	NSE
			1-Methylnaphthalene	0.67	0.039
			Phenanthrene	1	NSE
SB-9	3-5	10/31/2018	Chromium ⁴	26	0.31
SB-10	4-5	10/31/2018	Chromium ⁴	11	0.31
SB-11	4-5	10/31/2018	Arsenic ²	14	0.68
			Benzo(a)pyrene	0.38	0.11
			Benzo(g,h,i)pyrene	0.25	NSE
			Chromium ⁴	75	0.31
			Phenanthrene	0.28	NSE
SB-12/BD-02	2-3	11/8/2018	Arsenic ²	0.75/1	0.68
			Chromium ⁴	55/45	0.31

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NSE – No screening level established.

J – Estimated value between method detection limit and laboratory reporting limit

² Concentrations are consistent with naturally occurring or background levels in soil based on a comparison with the NCDEQ Background Metals Dashboard

³ Total Petroleum Hydrocarbons (TPH) Diesel Range Organics (DRO), which is compared to the NC DEQ Underground Storage Tank (UST) Section Action Level for TPH-DRO.

⁴ Chromium was not speciated, data compared to hexavalent chromium

Exterior Soil Gas

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from Residential Vapor Intrusion Screening Levels of the Division of Waste Management (January 2025 version):

Sample Location	Date of Sampling	Exterior Soil Gas Contaminant	Concentration at or Exceeding Screening Level (µg/m ³)	Residential Screening Level ¹ (µg/m ³)
SG-1 (2018)	11/2/2018	1,3-Dichlorobenzene	1.2	NSE
SG-1 (2025)	7/23/2025	Chloroform	140	4.1
		Naphthalene	140	2.8
SG-2 (2025)	7/23/2025	Benzene	17 J	12
		Chloroform	2,800	4.1
SG-3 (2025)	7/24/2025	1,3-Butadiene	9.1	3.1
		Benzene	22	12
		Chloroform	230	4.1
		Naphthalene	15	2.8
SG-4 (2018)	11/2/2018	Benzene	13	12
		Ethylbenzene	460	37
		Naphthalene	16,000	2.8
		Xylene – m&p-	1800	700
SG-4 (2025)	7/23/2025	1,3-Butadiene	9.7	3.1
		Naphthalene	8.3	2.8
SG-5 (2018)	11/2/2018	Benzene	50	12
		1,3-Butadiene	60	3.1
		Carbon Tetrachloride	55	16
		1,1-Dichloroethylene	41	28
		Naphthalene	55	2.8
SG-5 (2025)	7/24/2025	Chloroform	390	4.1
		Naphthalene	14	2.8
SG-6 (2018)	11/2/2018	1,3-Dichlorobenzene	4.3	NSE
		Naphthalene	6.7	2.8
SG-6 (2025)	7/23/2025	Benzene	15 J	12
		Chloroform	2,700	4.1
SG-7 (2025)	7/24/2025	Benzene	44	12
		Chloroform	230	4.1
		Ethylbenzene	45	37
		Naphthalene	37	2.8
SG-8 (2025)	7/24/2025	1,3-Butadiene	28	3.1
		Benzene	48	12
		Chloroform	14	4.1
		Naphthalene	54	2.8

Sample Location	Date of Sampling	Exterior Soil Gas Contaminant	Concentration at or Exceeding Screening Level ($\mu\text{g}/\text{m}^3$)	Residential Screening Level ¹ ($\mu\text{g}/\text{m}^3$)
SG-9 (2025)	7/24/2025	Benzene	110	12
		Chloroform	1,500	4.1
		Ethylbenzene	68	37
SG-10 (2025)	7/24/2025	Chloroform	9.3	4.1
		Naphthalene	30	2.8
SG-11 (2025)	7/24/2025	Benzene	27	12
		Chloroform	550	4.1
		Naphthalene	50	2.8
SG-12 / Dup-4 (2025)	7/24/2025	Benzene	28 J/28 J	12
		Chloroform	370/430	4.1
		Dichlorodifluoromethane	2,700/3,000	700
		Ethylbenzene	42 J/38 J	37
SG-13 (2025)	7/24/2025	Benzene	47	12
		Chloroform	1,800	4.1
		Ethylbenzene	50	37
		Naphthalene	180	2.8
SG-14 (2025)	7/24/2025	Benzene	45	12
		1,3-Butadiene	35	3.1
		Chloroform	410	4.1
SG-15 (2025)	7/24/2025	Benzene	50	12
		Chloroform	250	4.1
		Ethylbenzene	43	37
		Naphthalene	75	2.8
SG-16 (2025)	7/23/2025	Benzene	16	12
		1,3-Butadiene	27	3.1
		Naphthalene	43	2.8
SG-17 (2025)	7/23/2025	Benzene	35	12
		1,3-Butadiene	71	3.1
		Chloroform	28	4.1
		Naphthalene	50	2.8
SG-18 (2025)	7/23/2025	Benzene	25	12
		1,3-Butadiene	29	3.1
		Naphthalene	19	2.8
SG-19 (2025)	7/23/2025	Benzene	28	12
		Chloroform	340	4.1
		Dichlorodifluoromethane	6,100	700
		Ethylbenzene	76	37
SG-20 (2025)	7/23/2025	Benzene	13	12
		Chloroform	96	4.1
		Naphthalene	7.1	2.8

Sample Location	Date of Sampling	Exterior Soil Gas Contaminant	Concentration at or Exceeding Screening Level ($\mu\text{g}/\text{m}^3$)	Residential Screening Level ¹ ($\mu\text{g}/\text{m}^3$)
SG-21 (2025)	7/23/2025	Benzene	33 J	12
		Chloroform	5,400	4.1
		Ethyl Acetate	800	490
		Ethylbenzene	38 J	37

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NSE – No screening level established.

J – Estimated value between the method detection limit and the laboratory reporting limit

Acetone, ethanol, 4-ethyltoluene, and trichlorofluoromethane were each detected in at least one exterior soil gas sample and are common laboratory contaminants with no established soil gas VISLs; therefore, these detections are not listed in Exhibit 2 but remain available in the reports related to this Brownfields Property.

Note the (2018) and (2025) additions to the sample names are to differentiate between sample locations and are not included in the original reports.

Sub-Slab Vapor

Sub-slab vapor contaminants in micrograms per cubic meter, the screening levels for which are derived from Residential Vapor Intrusion Screening Levels of the Division of Waste Management (January 2025 Version):

Sample Location	Date of Sampling	Sub-Slab Vapor Contaminant	Concentration at or Exceeding Screening Level ($\mu\text{g}/\text{m}^3$)	Residential Screening Level ¹ ($\mu\text{g}/\text{m}^3$)
SSV-1	7/18/2025	Benzene	16	12
		1,4-Dichlorobenzene	8.9	8.5
		Naphthalene	56	2.8
SSV-2 / Dup-3	7/18/2025	Naphthalene	22/10	2.8
SSV-3	7/18/2025	Naphthalene	7.1	2.8

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NSE – No screening level established.

J – Estimated value between the method detection limit and the laboratory reporting limit

Sediment

Sediment contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2025 version):

Sample Location	Depth (ft)	Date of Sampling	Sediment Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
SS-1 ⁴	Sediment	11/2/2018	Arsenic ²	16	0.68
			Chromium ³	60	0.31

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

² Concentrations are consistent with naturally occurring or background levels in sediment based on a comparison with the NCDEQ Background Metals Dashboard

³ Chromium was not speciated, data compared to hexavalent chromium

⁴ SS-1 is a composite sample comprising SS-1-A, SS-1-B, SS-1-C, and SS-1-D.

Surface Water

Surface water contaminants (in micrograms per liter, the equivalent of parts per billion), the unrestricted use standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2B, Rule .0208 (July 2021 version):

Sample Location	Date of Sampling	Surface Water Contaminant	Concentration at or Exceeding Standard (µg/L)	Standard (µg/L)
SW-1	11/5/2018	Chrysene	0.036	NSE

NSE – No screening level established.

Exhibit 3 - North Carolina Brownfields Program Minimum Requirements for Townhome Developments

May 2020

The Brownfields Program recognizes that townhomes are becoming a more desirable redevelopment option in many cities and towns, to the point that they are desired by planners and other local government entities. However, townhomes pose major challenges to the Brownfields Program because separate units are sold to individuals and each has a footprint on ground that may be subject to contaminant vapor intrusion in the long term, as well as the possibility of individually owned yards, for which compliance by LUR certification becomes inherently more difficult. History has shown that each of these possibilities holds its own unique challenges for the program to meet its statutory mandate for suitable and safe use because of the increased complexity of monitoring and enforcing Land Use Restrictions that protect public health at townhomes. Therefore, the Brownfields Program has used its past experience to develop a set of minimum requirements for townhome developments in order to meet these challenges. These requirements apply at all townhome developments, with the potential for limited exceptions in certain areas only, for example certain rural areas, where it has been demonstrated to DEQ's satisfaction that there is no present or future threat from contaminant vapor intrusion. These requirements may be updated periodically based on Program experience.

- 1) Townhome proposed sites require more comprehensive assessment data which will include, at a minimum, the following:
 - a. Sufficient site groundwater assessment to understand the sources and/or nature of potential vapor intrusion.
 - b. Soil shall be assessed to include both surficial and at depth if any Recognized Environmental Conditions pertain to sources of Volatile Organic Compounds (VOCs).
 - c. Baseline soil gas in the footprint of proposed townhome(s), to include methane and hydrogen sulfide assessment and/or monitoring if applicable.
 - d. Risk assessment based on current data to determine appropriate next steps, including if townhomes are still a suitable use.
 - e. No offsite uncontrolled VOC source of significance impacting the proposed Brownfields Property.
 - f. Townhome uses directly on or over methane (or other contaminant vapor) generating landfills/waste cells/dumps, permitted or otherwise, will not be allowed.
- 2) Brownfields Agreement will include a final grade sampling requirement for surficial soils.
 - a. This will be included as a work to be performed item that the Prospective Developer must conduct prior to transfer of property to individual owners.
 - b. Final grade sampling will be from 0-2 ft depth after final grade is achieved.
 - c. Include final grade sampling as item under Environmental Management Plan (EMP) Land Use Restriction, for future redevelopments.
 - d. Preference for the property around townhomes to be owned by the Home Owners Association (HOA), if at all possible.
 - e. Land Use Restriction (LUR) prohibiting soil disturbance beyond 2 ft depth below ground surface after initial development.

- 3) HOA Declaration of Covenants – Prospective Developer must use DEQ-Prepared HOA declarations rider for attachment to their Declaration of Covenants. These declarations must include, at a minimum, the following:
 - a. HOA must be provided the Obligation, Authority, and Resources to enforce the Brownfield Agreement LURs.
 - b. HOA will be obligated to submit annual Land Use Restriction Update.
 - c. HOA will be obligated to maintain the Brownfields Property's Vapor Intrusion Mitigation System(s) (VIMS)
 - d. A minimum financial assurance reserve for HOA to conduct environmental and or legal work will be negotiated into the Brownfields Agreement. More specific financial assurance mechanisms are currently being evaluated and may be incorporated in a future revision of this document. At a minimum, the financial assurance reserve will consider the following:
 - i. Site specific amount, to be approved by DEQ.
 - ii. Amount is based on cost proposal from consultant for additional fees plus standard amount for legal enforcement of LURs.
 - iii. The HOA will manage the account and have the to be increase the fund as needed to fulfil its obligations.
 - iv. This financial assurance account must be maintained at the level specified. Can be used, but must be replenished annually.
 - v. Cannot be decreased without prior written DEQ approval.
- 4) Comprehensive Purchaser Notification Provisions as a LUR
 - a. Require notification fact sheet about the Brownfields Property, including Vapor Intrusion (issue, the VIMS system, and the LURs regarding the VIMS system operation and maintenance.)
 - b. DEQ must approve Notification Fact Sheet prior to distribution.
 - c. Seller must collect and submit to DEQ signatures of purchasers on Notification Sheet
- 5) Vapor Mitigation
 - a. Design must be one that is, at the minimum, passive with option to operate as an active system on all units.
 - b. DEQ-reviewed VIMP and compliance review letter received prior to construction. Must be developed in accordance with the DEQ Vapor Intrusion Mitigation System (VIMS) Design Submittal, New Construction Minimum Requirements Checklist and the additional components outlined in this document.
 - i. Selected product components should be rated for the contaminant of concern, based on manufacturer documentation.
 - ii. Fans and ducts for active systems shall be on the exterior of the building, preferably on the roof, but at a minimum above the breathing zone.
 - iii. Low vacuum alarms will be required for active systems.
 - iv. Notification requirement to DEQ within 48 hours of identified system failure including low vacuum alarm or pressure monitoring not meeting requirements.

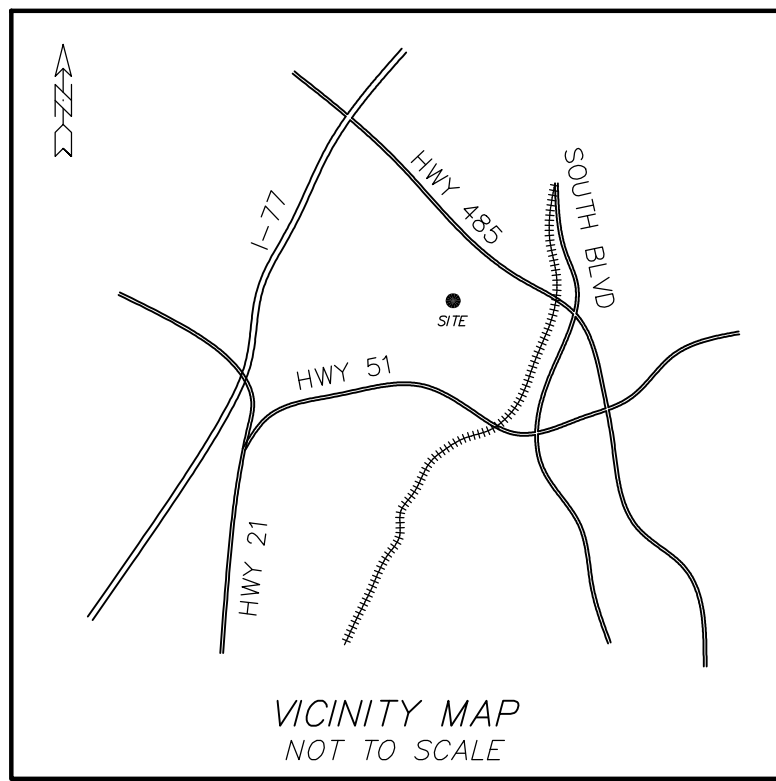
- c. Air sampling prior to occupancy will be required for every building slab, at a minimum.
 - i. Sub-slab sampling from pre-installed vapor points may be permitted. If sub-slab data indicates a risk (unless DEQ concurs it is likely due to construction materials that are not contaminants of concern).
 - ii. If PCE, TCE and/or select daughter products are present at the Brownfields Property, indoor air sampling will be required.
- d. If an active system, pressures outlined in the VIMP shall be maintained and be measured monthly for the first year, with quarterly submittals to DEQ Brownfields. A request to reduce monitoring may be made after the first year to semi-annual monitoring with an annual submittal with the LURU.

6) On-Going Monitoring

- a. Sentry point monitoring, if applicable, will be conducted in accordance with the DEQ approved monitoring plan.
- b. Annual monitoring of sub-slab for 3 years. If stable after 3rd annual sampling event, monitoring can be reduced to once every 5 years, at the discretion of DEQ. If contaminant concentrations continue to increase, additional indoor air sampling may be required.
- c. Pre-occupancy sampling can be considered the first of the annual sampling events.
- d. Indoor air sampling may be required dependent upon results of occupancy and on-going monitoring.

7) DEQ Reviewed & Approved Operations & Maintenance (O&M) Plan. Vapor mitigation systems will be evaluated for proper function in accordance with an approved Operations and Maintenance Plan (OMP). Inspection report(s) shall be signed/sealed by a North Carolina Licensed Professional Engineer for purposes of protection of the public. The OMP shall include, at a minimum, the following:

- a. All VIMS shall be inspected at least annually by a third party.
- b. All slabs and perimeter/footer edges shall be inspected for cracks or damage
- c. Wherever installed, passive wind turbines shall be checked for rust and the ability to spin.
- d. Pressure measurements shall be collected as defined above by an environmental professional under the direct supervision of a NC-licensed PE, if an active system.
- e. DEQ Brownfields shall be notified within 7 days of any non-compliance with the approved OMP.
- f. Annual certification by a NC-licensed PE indicating that the VIMS is functional as intended in the approved VIMP shall be submitted with the annual LURU. This submittal shall include all pressure monitoring reports and inspection report(s).
- g. All reports shall be signed and sealed for purposes of protection of the public by a North Carolina Licensed Professional Engineer.



N.C. GRID NORTH (NAD83/2011)

- Legend:
- SET IRON PIN
 - EXISTING IRON PIN
 - CALCULATED POINT
 - BROWNFIELD'S PROPERTY BOUNDARY
 - LINE
 - RIGHT OF WAY
 - ADJOINING LINE (NOT SURVEYED)
 - AREA OF POTENTIAL SOIL CONTAMINATION

TOTAL AREA
29.718 AC.

A PORTION OF
PID 22102116

AREA
5.915 AC.

AREA
21.646 AC.

AREA
0.998 AC.

AREA
1.159 AC.

MAIN STREET
80' (N.C. HWY 51)
NO PRIMARY SOURCE OF R/W FOUND

CHILDERS LN
VARIABLE WIDTH PUBLIC R/W
(MB 63/170)

LYNDON STATION DR
50' PUBLIC R/W
(MB 63/64)

METER LANE

DOVER STREET 30' PUBLIC R/W

DOVER ST
30' PUBLIC R/W
(MB 64/410)

PRICE ST
40' PUBLIC R/W
(MB 8/87)

CONE AVE
40' PUBLIC R/W
(MB 64/410)

CONE AVE
64' PUBLIC R/W
(MB 8/87)

PARK AVE
64' PUBLIC R/W
(MB 8/87)

JAMES STREET
30' PUBLIC R/W

JAMES STREET
30' PUBLIC R/W

JAMES STREET
30' PUBLIC R/W

JAMES STREET
30' PUBLIC R/W

JAMES STREET
30' PUBLIC R/W

JAMES STREET
30' PUBLIC R/W

I, THOMAS E. WHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ ETC.), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:_____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL, THIS _____ DAY OF _____, 20____.

THIS IS TO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NCPLS #4-4689

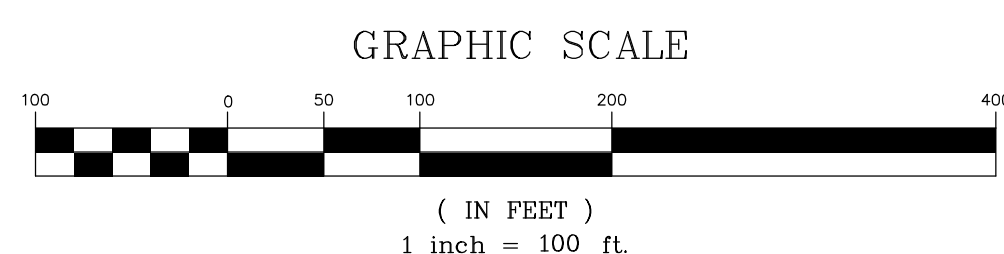
NORTH CAROLINA
MECKLENBURG COUNTY

I, _____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	2864.76'	87.12'	N64°43'32"E	87.12'
C2	2929.76'	60.81'	N66°26'56"E	60.81'
C3	2929.76'	44.67'	N65°25'03"E	44.67'
C4	2929.76'	612.80'	N58°59'19"E	611.68'
C5	170.10'	43.69'	S63°08'53"E	43.57'
C6	30.00'	45.06'	S78°53'19"W	40.95'
C7	90.00'	136.61'	S78°26'13"W	123.87'
C8	2929.76'	17.79'	S67°13'03"W	17.79'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N51°43'36"W	149.79'
L2	S40°59'31"W	149.82'
L3	N51°39'43"W	190.88'
L4	S39°52'54"W	192.66'
L5	S57°20'01"E	23.43'
L6	N69°36'50"E	72.00'
L7	S35°19'49"E	77.32'
L8	S44°52'21"W	91.03'
L9	S44°52'21"W	68.91'
L10	S44°52'21"W	100.00'
L11	S44°52'41"W	50.00'
L12	S45°21'39"W	212.80'
L13	S44°48'39"W	102.55'
L14	S44°48'39"W	151.22'
L15	N3°52'52"W	5.91'
L16	S44°45'20"W	241.37'
L17	S43°40'20"W	137.19'
L18	S41°49'58"W	62.54'
L19	S35°51'19"W	35.12'
L20	N58°04'41"W	66.75'
L21	S38°01'40"W	65.11'
L22	S32°03'27"W	55.37'
L23	S19°36'27"W	90.79'
L24	S26°18'27"W	90.84'
L25	S3°26'27"W	37.07'
L26	S31°52'32"E	54.38'
L27	S58°07'28"W	35.00'
L28	S31°52'32"E	40.00'
L29	N58°07'28"E	35.00'
L30	S31°52'32"E	139.51'
L31	N87°44'58"E	89.07'
L32	S53°27'21"E	129.10'
L33	N35°51'41"W	34.89'
L34	S55°12'48"W	8.82'
L35	S35°38'05"E	73.45'



- SYMBOL LEGEND
- SET MONUMENT (TYPE INDICATED)
 - EXISTING MONUMENT (TYPE INDICATED)
 - CALCULATED POINT

- SYMBOL LEGEND
- GROUNDWATER SAMPLES
 - SEDIMENT SAMPLES
 - SOIL SAMPLES
 - SOIL VAPOR SAMPLES
 - SURFACE WATER SAMPLE

THE FOLLOWING WAS USED TO ESTABLISH N.C.S.P.C. INFORMATION:

(1) CLASS OF SURVEY: A-URBAN LAND SURVEY

(2) POSITIONAL ACCURACY: 0.07"

(3) TYPE OF OPS FIELD PROCEDURE: STATIC, ONLINE POSITION USER SERVICE

(4) DATES OF SURVEY: 7/4/18

(5) DATUM/EPOCH: NAD 83 (2011), EPOCH 2010

(6) PUBLISHED/FIXED-CONTROL USE: CORS SITES

DESIGNATION

DH3838 NCMD MOORESVILLE CORS ARP N343446.877 W0804812.536 55829.1

D07402 NCMD POLKTON CORS ARP N345833.172 W0801033.857 66411.5

DK7758 SCUN UNION CORS ARP N344558.605 W0813855.699 77145.5

DM3523 NCMI HICKORY CORS ARP N354431.010 W081830.534 82190.3

DN5840 NCMA NCMA SALISBURY CORS ARP N354041.692 W082255.995 81578.5

D1682 NCU LUMBERTON CORS ARP N343736.336 W0790439.684 173854.8

AH7474 COLA COLUMBIA CORS ARP N340451.557 W0810718.015 112983.5

DH7137 NCMD MORGANTOWN CORS ARP N354227.073 W0813923.998 97864.5

DK7549 NCST STATESVILLE CORS ARP N355119.728 W0805055.477 85892.1

(7) GRID MODEL: G200 128; NAD 88

(8) COMBINED GRID FACTOR(S): 0.99985432

(9) UNITS: US SURVEY FEET

- NOTES:
- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - PROPERTY ZONED: DC (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
 - TAX PARCEL NUMBERS: 22105107, 22105117, 22105111 AND A PORTION OF 22102116
 - DEED REFERENCE: DB 34065/1, DB 12744/857, DB 34652/660, DB 3514/67
 - THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710443900L, WITH A DATE OF IDENTIFICATION OF 9/2/2015.
 - THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS AND BUFFERS INCLUDING THOSE WITHIN THE APPLICABLE UNIFIED DEVELOPMENT ORDINANCE (UDO), RIGHTS-OF-WAY, IMPERVIOUS AREAS & BUILT UPON AREA (BUA) RESTRICTIONS, AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN.
 - AREA COMPUTED BY COORDINATE METHOD.
 - UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. PIPES LABELED AS "DESTINATION UNKNOWN" (DU) ARE SHOWN BASED ON BEST OBSERVED EVIDENCE AT THE TIME OF SURVEY. IT IS RECOMMENDED ALL CRITICAL UTILITY CONNECTIONS AND CROSSINGS BE VERIFIED PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION. CONTRACTORS ARE RESPONSIBLE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
 - OFFSITE ADJOINER LINE AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
 - DISTANCES SHOWN ARE GROUND US. SURVEY FEET UNLESS OTHERWISE NOTED.
 - THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF PLING. A LISTING OF THE TECHNICAL REPORTS USED TO PREPARE THIS PLAT ARE REFERENCED IN SECTION 1 OF THE BROWNFIELDS AGREEMENT FOR THIS PROPERTY.

REVISIONS:	
DATE	
SCALE: 1" = 100'	
PROJECT: 15-4329	
DRAWN BY: MB	
FIELD WORK: AM	
DATE: 6/26/2026	
DWG: 2022\BATA\ONE MILLS	
COCO: 2018\1\ONE MILLS	

Preliminary Plat
Not for recordation,
conveyances, or sales

CAROLINA SURVEYORS, INC.
P.O. BOX 267 PINEVILLE, N.C. 28134-0267
THOMAS E. WHITE, NCPLS # SCPLS 704-689-7601
THE CAROLINA CO. OF SURVEYORS
CERTIFICATE OF AUTHORIZATION NC-C-1242 SC-886

SHEET 1 of 3

EXHIBIT B TO THE NOTICE OF BROWNFIELD'S PROPERTY SURVEY PLAT

OWNER/PROSPECTIVE DEVELOPER:
THE TOWN OF PINEVILLE &
PINEVILLE REDEVELOPMENT INVESTMENT, INC

NCBF PROJECT NAME:
CONE MILLS II

NCBF PROJECT NO.:
28065-24-060

ADDRESS:
#200/#212/#304 and #306/#402 DOVER ST,
#436 CONE AVENUE, AND
#330/#336 JACK HUGHES LANE

DEED REFERENCES:
DB 34065/1, DB 12744/857,
DB 34652/660, DB 3514/67

TAX PARCEL NUMBER:
22105107, 22105117, 22105111 AND
A PORTION OF 22102116

Exhibit 2
Brownfields Property Name: Cone Mills II
Brownfields Project Number: 28065-24-060

The following tables set forth, for contaminants present at the Brownfields Property at or above unrestricted use standards or screening levels as referenced in Section 1 of the Brownfields Agreement to which this is an exhibit, the concentration found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

Groundwater

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 (2L), Rule .0202 (November 1, 2025 version), or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (December 8, 2025 version):

Sample Location	Date of Sampling	Groundwater Contaminant	Concentration at or Exceeding Standard (µg/L)	Standard (µg/L)
TW-1	11/17/2015	Naphthalene	270	6
		Carbazole	20	2
		Dibenzofuran	31	28
		1-Methylnaphthalene	26	1
		2-Methylnaphthalene	47	30
TMW-2	5/8/2025	Chromium	14.2	10
TMW-4	5/8/2025	Chromium	10.5	10
TW-9	11/5/2018	Chromium	13	10

NSE – No screening level established.

Groundwater Vapor Intrusion Risk

Groundwater contaminants with potential for vapor intrusion (VI) in micrograms per liter, (the equivalent of parts per billion) the vapor intrusion screening levels for which are contained in the Division of Waste Management Vapor Intrusion Guidance, Residential Vapor Intrusion Screening Levels (VISLs) (January 2025 version):

Sample Location	Date of Sampling	Groundwater Contaminant with Potential for Vapor Intrusion	Concentration at or Exceeding Screening Level (µg/L)	Residential VI Screening Level ¹ (µg/L)
TMW-1	11/17/2015	Phenanthrene	62	NSE
TMW-3	5/8/2025	Naphthalene	270	4.6
		Dichlorodifluoromethane	3.31	1.5
		1,3-Dichlorobenzene	0.29 J	NSE
TW-5	11/5/2018	Fluorene	0.071 J	NSE
		2-Methylnaphthalene	0.13 J	NSE
		Phenanthrene	0.083	NSE
		1,3-Dichlorobenzene	0.55 J / 0.36 J	NSE
		Phenanthrene	<0.05 / 0.041 J	NSE
TW-6 / BD-01	11/5/2018	Pyrene	<0.03 / 0.031	NSE
TW-7	11/5/2018	1,3-Dichlorobenzene	0.49 J	NSE
TW-8	11/5/2018	1,3-Dichlorobenzene	0.31 J	NSE
TW-9	11/5/2018	1,3-Dichlorobenzene	0.41 J	NSE

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

Sediment

Sediment contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2025 version):

Sample Location	Depth (ft)	Date of Sampling	Sediment Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
SS-1 ⁴	Sediment	11/2/2018	Arsenic ²	16	0.68
			Chromium ³	60	0.31

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

² Concentrations are consistent with naturally occurring or background levels in sediment based on a comparison with the NCDEQ Background Metals Dashboard

³ Chromium was not speciated, data compared to hexavalent chromium

⁴ SS-1 is a composite sample comprising SS-1-A, SS-1-B, SS-1-C, and SS-1-D.

Sub-Slab Vapor

Sub-slab vapor contaminants in micrograms per cubic meter, the screening levels for which are derived from Residential Vapor Intrusion Screening Levels of the Division of Waste Management (January 2025 Version):

Sample Location	Date of Sampling	Sub-Slab Vapor Contaminant	Concentration at or Exceeding Screening Level (µg/m ³)	Residential Screening Level ¹ (µg/m ³)
SSV-1	7/18/2025	Benzene	16	12
		1,4-Dichlorobenzene	8.9	8.5
		Naphthalene	56	2.8
SSV-2 / Dup-3	7/18/2025	Naphthalene	22/10	2.8
SSV-3	7/18/2025	Naphthalene	7.1	2.8

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2.

Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NSE – No screening level established.

J – Estimated value between the method detection limit and the laboratory reporting limit

Surface Water

Surface water contaminants (in micrograms per liter, the equivalent of parts per billion), the unrestricted use standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2B, Rule .0208 (July 2021 version):

Sample Location	Date of Sampling	Surface Water Contaminant	Concentration at or Exceeding Standard (µg/L)	Standard (µg/L)
SW-1	11/5/2018	Chrysene	0.036	NSE

NSE – No screening level established.

Soil

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2025 version):

Sample Location	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration at or Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
ES-1	1-2	5/8/2025	Arsenic ²	3.32	0.68
			Benzo(a)pyrene	0.451	0.11
			Phenanthrene	0.855	NSE
ES-2	2-3	5/8/2025	Arsenic ²	8.67	0.68
			Hexavalent Chromium	1.08	0.96
			Phenanthrene	0.132	NSE
ES-3 / DUP-1	0-1	5/8/2025	Arsenic ²	2.94/2.09	0.68
ES-4	1-2	5/8/2025	Arsenic ²	2.58	0.68
	1-2	5/8/2025	Hexavalent Chromium	1.74	0.96
			Arsenic ²	3.46	0.68
ES-6	1-2	5/8/2025	Arsenic ²	3.18	0.68
			Benzo(a)pyrene	0.181	0.11
			Hexavalent Chromium	1.6	0.96
			Phenanthrene	0.216	NSE
			Arsenic ²	17.1	0.68
ES-7	2-3	5/8/2025	Benzo(a)pyrene	0.667	0.11
			Benzo(b)fluoranthene	1.16	1.1
			Phenanthrene	1.47	NSE
			Arsenic ²	2.34	0.68
ES-8	1-2	5/8/2025	Hexavalent Chromium	1.52	0.96
			Arsenic ²	2.43	0.68
ES-9	2-3	5/8/2025	Hexavalent Chromium	1.04	0.96
			Arsenic ²	5.7/5.2	0.68
			Benzo(a)pyrene	0.489/<0.137	0.11
FG-1 / Dup-1	0-2	10/24/2022	Hexavalent Chromium	2.304/2.547	0.96
			Phenanthrene	0.556/0.442	NSE

LAND USE RESTRICTIONS

NCGS 130A–310.35(a) requires recordation of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement pertaining to the property. This survey plat constitutes one of three exhibits to the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the Mecklenburg County Register of Deeds' office. The exhibits to the Notice are: the Brownfields Agreement for the subject property, which is attached as Exhibit A to the Notice; a reduced version of this survey plat, which is attached as Exhibit B to the Notice; and a legal description for the subject property, which is attached as Exhibit C to the Notice. The land use restrictions below have been excerpted verbatim from paragraph 9 of the Brownfields Agreement, and all paragraph letters/numbers are the same as those used in the Brownfields Agreement. The Notice of Brownfields Property, previously recorded pursuant to NCGS § 130A–310.35(b) in the Mecklenburg County Register of Deeds, Book 33549, Page 835–879 on May 31, 2019, shall immediately be SUPERSEDED and the Land Use Restrictions in said Notice of Brownfields Property and Brownfields Agreement shall be REPLACED and of no further force and effect upon the filing of the Notice of Brownfields Property referenced in paragraph 13 below. The following Land Use Restrictions are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless canceled by the Secretary of the North Carolina Department of Environmental Quality (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A–310.35(e):

- Land Uses
- a. No use may be made of the Brownfields Property other than for townhomes, high–density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this Agreement, and do not waive any local zoning, rule, regulation, or permit requirements:
- i. Townhome is defined as a privately owned residential unit with ground floor contact that is attached to at least one other unit per common slab via one or more common walls of similar privately owned units. It may include a small amount of land ownership beyond the building footprint, such as a courtyard.
- ii. High Density Residential is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominia, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is not privately owned as part of a particular unit (e.g., privately–owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages. Single family homes and duplexes are prohibited.
- iii. Office is defined as a place where business or professional services are provided.
- iv. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer or businesses and includes showrooms, personal service, open air markets, festivals, food halls, courier services, and the sales of food and/or beverage products, including from mobile establishments such as food trucks.
- v. Restaurant is defined as a commercial business establishment that prepares and/or serves food and beverages, including alcoholic beverages under all applicable local, state, and federal regulations, to patrons.
- vi. Beverage or Food Production Facility is defined as an establishment for the manufacture, sale and/or distribution of beverages or food products, including without limitation beer, ale, and/or distilled spirits.
- vii. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.
- viii. Commercial is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee, with the exception of educational space and childcare facilities.
- Specific Prohibitions
- b. The Brownfields Property may not be used for dry cleaning operations using chlorinated solvents.

- Townhomes
- c. Prior to constructing and the first sale of a townhome unit on the Brownfields Property, all owner(s) who construct and/or sell townhomes on the Brownfields Property must comply, to DEQ's written satisfaction, with DEQ's Minimum Requirements for Townhome Developments attached hereto as Exhibit 3.
- d. Prior to the sale to a residential user of any dwelling constructed or to be constructed on the Brownfields Property that is a townhome or condominium, the then owner shall cause the Brownfields Property to be subject to a declaration of covenants, conditions, and restrictions, or a functionally equivalent instrument recorded or to be recorded in the Mecklenburg County Public Registry (the "Declaration"), and shall also establish or, if an existing homeowners' association is extended to serve the Brownfields Property, participate in a homeowners' association, a lot owners' association, or similar entity associated with the Brownfields Property ("Property Association") consistent with the Declaration and ensure it is initialized with resources consistent with subparagraph 9.d.v. below.
- i. The Declaration shall provide that all owners of all or part of the Brownfields Property subject to the Declaration shall strictly comply with the terms and conditions of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13.
- ii. For the purposes of N.C.G.S. §130A–310.35(f), which authorizes various persons to enforce land use restrictions, the Declaration shall provide that the Property Association is such a person so authorized by the Act to administer and enforce the land use restrictions as an owner of land and as a person eligible for liability protection pursuant to the Act. Further, the Declaration shall provide that the Property Association has the authority and obligation to administer and enforce the land use restrictions on behalf of all lot owners and members of the Property Association.
- iii. The Declaration shall provide the Property Association the authority and obligation, to the extent permissible under North Carolina law, to treat any violation of the terms and conditions of this Agreement or of the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any portion of the Brownfields Property subject to the Declaration becomes known to the Property Association, the Property Association shall undertake reasonable enforcement actions to correct said violation. Furthermore, the Declaration shall specifically provide that failure by any owner of any part of the Brownfields Property subject to the Declaration to remedy or correct such violations of this Agreement and the Notice of Brownfields Property referenced below in paragraph 13 after any applicable notice and cure periods to the reasonable satisfaction of DEQ could result in that owner's loss of liability protection afforded by this Agreement and the Act.
- iv. The Declaration shall provide that the Property Association will notify DEQ of violations of this Agreement or the Notice of Brownfields Property referenced below in paragraph 13 by any owner of any part of the Brownfields Property subject to the Declaration and any associated enforcement actions taken or planned within thirty (30) days of such violation becoming known to the Property Association.
- v. The Declaration shall provide that the Property Association maintain a cash reserve dedicated for use in undertaking the obligations set forth in this Agreement at any portion of the Brownfields Property subject to the Declaration, including, without limitation, potential legal fees. The cash reserve shall initially be maintained at not less than \$2,500 Dollars per unit, and shall be increased in the future as deemed necessary by the Property Association in order to ensure its obligations to enforce the land use restrictions can be carried out. The Declaration shall state that the cash reserve may only be used to fulfill the obligations set forth in this Agreement, provided that it is replenished annually. The amount of the cash reserve may be decreased with DEQ's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.
- vi. The portions of the Declaration, and the portions of the bylaws of the Property Association, pertaining to the subject matter of this subparagraph 9.d. shall be submitted to DEQ for review and approval as to the subject matter of this subparagraph 9.d., which shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed approved if DEQ does not respond to such submittal within thirty (30) business days.
- vii. The Declaration shall further provide that the Property Association will be responsible for submission of copies of deeds and other instruments of conveyance, on behalf of the owners of any portion of the Brownfields Property subject to the Declaration, to the persons listed in Section XVI (Notices and Submissions) of this Agreement in accordance with paragraph 28 below.
- viii. All owners of an individually–owned townhome or condominium and other units with private land shall remain subject to and abide by the Declaration referenced in subparagraph 9.d.

- Environmental Management Plan
- e. Physical redevelopment of the Brownfields Property may not occur other than in accordance, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from any use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:
- i. demolition of existing buildings, if applicable;
- ii. issues related to known or potential sources of contamination, including without limitation those resulting from contaminants referenced in Exhibit 2 to this Agreement;
- iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, drums, septic drain fields, oil–water separators, soil contamination); and
- iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.
- Redevelopment Summary Report
- f. No later than January 31 of each calendar year after each one–year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then–owner of the Brownfields Property shall provide DEQ a report on environment–related activities since the last report, with a summary and drawings, that describes:
- i. actions taken on the Brownfields Property in accordance with Section V: Work to be Performed above;
- ii. soil grading and cut and fill actions;
- iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;
- iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater, or other materials suspected or confirmed to be contaminated with regulated substances; and
- v. removal of any contaminated soil, water, or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).
- Groundwater
- g. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ–approved EMP outlined in subparagraph 9.e., or a plan approved in writing in advance by DEQ.
- Soil
- h. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 9.a. above while fully protecting public health and the environment, except:
- i. in connection with landscape planting to depths not exceeding 24 inches;
- ii. mowing and pruning of above–ground vegetation;
- iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and
- iv. in connection with work conducted in accordance with a DEQ–approved Environmental Management Plan (EMP) as outlined in subparagraph 9.e.
- i. No use of the Brownfields Property for the uses authorized in subparagraph 9.a. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways, or another cover approved in advance by DEQ in writing.
- j. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 9.e.
- k. Soil in the "Area of Potential Soil Contamination" as depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 shall not be accessible to the public until such time as the lead impacts are removed, remediated, or otherwise managed to DEQ's advance written satisfaction. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan.

- Vapor Intrusion
- l. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 below, may be occupied until DEQ determines in writing that:
- i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site–specific risk assessment approved in writing by DEQ; or
- ii. a vapor intrusion mitigation system (VIMS) has been:
1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, or alternative standards approved in writing in advance by DEQ, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the system has been designed so as to be fully protective of public health within the meaning of NCGS § 130A–310.32 (a)(2), from known Brownfields Property contaminants, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval;
2. installed and an installation report is submitted for written DEQ approval that includes as–built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system has been designed and installed so as to be fully protective of public health within the meaning of NCGS 130A–310.32(a)(2), from known Brownfields Property contaminants. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health; and
3. confirmed to be effective through the implementation of a VIMS pre–occupancy confirmation sampling event pursuant to a plan approved in advance and in writing by DEQ.
- m. When VIMS have been installed pursuant to subparagraph 9.lii. above, the VIMS shall be operated and maintained in accordance with a written VIMS Operations and Maintenance (O&M) Plan approved in writing by DEQ. The O&M Plan shall be prepared in accordance with the most current versions of the documents listed in paragraph 9.lii. above, signed and sealed by a NC–licensed Professional Engineer, and submitted to DEQ no later than 60 days following occupancy approval or an alternative schedule approved in advance by DEQ.
- Surface Water
- n. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.
- Property Access
- o. Neither DEQ, 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 DEQ, 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.
- Damage to Monitoring Points
- p. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ–approved monitoring well or other monitoring point is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such well or sampling point to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this land use restriction is waived in writing by DEQ in advance.
- Notifications upon Transfer
- q. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book _____ Page _____. A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying a leasehold interest may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVI. The then–current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

- Separating Old from New Contamination
- r. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 to this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:
- i. in de minimis quantities for cleaning and other routine housekeeping and maintenance activities; and
- ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment, and vehicles in on–board tanks integral to said equipment, or in flammable liquid storage containers totaling no more than 25 gallons; and
- iii. as constituents of products and materials customarily used and stored in townhomes, high–density residential, office, retail, restaurant, beverage or food production facility, parking, and subject to DEQ's prior written approval, other commercial use environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.
- Land Use Restriction Update
- s. During January of each year after the year in which the Notice referenced below in paragraph 13 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 DEQ, and to the chief public health and environmental officials of Mecklenburg County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Mecklenburg County Register of Deeds office and that the land use restrictions are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:
- i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e–mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year;
- ii. the transferee's name, mailing address, telephone number, and contact person's e–mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;
- iii. whether any vapor barrier and/or vapor intrusion mitigation systems installed pursuant to subparagraph 9.lii.2. above, and operated, maintained, and monitored pursuant to subparagraph 9.m. above, are performing as designed, and whether the uses of the ground floors, including any tenant renovations that disturb the ground floor slab, of any buildings containing such vapor barrier and/or vapor intrusion mitigation systems have changed, and if so, how, and under which precautions so as not to interfere with the operation of said system.
- iv. whether all activities required by subparagraphs 9.m. above have been completed. This includes providing documentation of any modifications or changes to the VIMS approved in writing by DEQ that have been performed, copies of the completed checklist required by the VIMS O&M Plan, and a list of technical documents submitted during the reporting period to DEQ.
- v. a summary record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of subparagraph 9.lii. accepted by DEQ.
- vi. A joint LURU may be submitted for multiple owners by a duly constituted board or association and shall include the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e–mail address of the entity submitting the joint LURU as well as for each of the owners on whose behalf the joint LURU is submitted.
- vii. A property owners' association or other entity may perform this LURU duty, on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DEQ that includes at a minimum, the Brownfields Property address, and the name, mailing address, telephone number, and e–mail address of each owner on whose behalf the LURU is proposed to be submitted.

For purposes of the land use restrictions set forth above, the DEQ point of contact shall be the DEQ official referenced in paragraph 28.a. of Exhibit A hereto, at the address stated therein.

FOR THE PURPOSES OF N.C.G.S. §130A–310.35 _____

TRACY WAHL, CHIEF _____ DATE _____
BROWNFIELDS REDEVELOPMENT SECTION
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
COUNTY OF WAKE

EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY SURVEY PLAT

OWNER/PROSPECTIVE DEVELOPER:
THE TOWN OF PINEVILLE & PINEVILLE REDEVELOPMENT INVESTMENT, INC
NCBF PROJECT NAME:
CONE MILLS II
NCBF PROJECT NO.:
28065–24–060
ADDRESS:
#200/#212/#304 and #306/#402 DOVER ST, #436 CONE AVENUE, AND #330/#336 JACK HUGHES LANE
DEED REFERENCES:
DB 34065/1, DB 12744/857, DB 34652/660, DB 3514/67
TAX PARCEL NUMBER:
22105107, 22105117, 22105111 AND A PORTION OF 22102116

Preliminary Plat
Not for recordation,
conveyances, or sales

CAROLINA SURVEYORS, INC.
P.O. BOX 267 PINEVILLE, N.C. 28134–0267
THOMAS E. WHITE, NCPLS & SCPLS 704–889–7601
CERTIFICATE OF AUTHORIZATION NC-C-1243 SC-886

SHEET 3 of 3

SCALE: 1" = 100'	DATE	REVISIONS:
PROJECT: 15–4329		
DRAWN BY: MB		
FIELD WORK: AM		
DATE: 6/26/2026		
DWG: 2022/EA1/CONE MILLS		
CODG: 2018/C/CONE MILLS		

Exhibit C – Legal Description

Brownfields Property Name: Cone Mill II
Brownfields Project Number: 28065-24-060

BEGINNING at an existing bent rebar on the northwesterly margin of the right of way of Hill St, being the common corner of the property of James K Polk Lodge #759 AF AM (now or formerly) recorded in Deed Book 6528 Page 27, and said rebar having North Carolina State Plane Coordinates N:490,121.75 E:1,432,389.23 (NAD83/2011, CF:0.99985432); thence following the common line of James K Polk Lodge two (2) calls: (1) with a bearing of N 61°46'34" W and a distance of 439.35' to an existing rebar; (2) with a bearing of N 42°13'38" W and a distance of 325.14' (passing a set rebar at 305.14') to a point in the centerline of the Norfolk Southern railroad, being on the common line of the property of the Town of Pineville (now or formerly) recorded in Deed Book 21883 Page 564; thence following the centerline of said railroad and the common line of the Town of Pineville with a bearing of N 69°36'50" E and a distance of 442.72' to a point; thence leaving the centerline and continuing with the common line of the town of Pineville with a bearing of N 45°39'15" W and a distance of 218.93' to an existing rebar, being the common corner of the property of the Town of Pineville (now or formerly) recorded in Deed Book 8778 Page 443; thence with a bearing of N 69°40'05" E and a distance of 1339.19' to a set rebar, being the common corner of the property of the Town of Pineville (now or formerly) recorded in Deed Book 11714 Page 920; thence following the common line thereof four (4) calls: (1) with a bearing of S 57°20'01" E and a distance of 23.43' to a set rebar; (2) with a bearing of S 20°19'55" E and a distance of 177.99' to a point in the centerline of Norfolk Southern railroad; (3) following said centerline with a bearing of N 69°36'50" E and a distance of 72.00' to a point; (4) with a curve to the left having a radius of 2864.76' and an arc length of 87.12', and being chorded by a bearing of N 68°44'33" E, and a distance of 87.12' to a point; thence with a bearing of S 55°19'49" E and a distance of 77.32' to a point on the southeasterly margin of the right of way of the Norfolk Southern railroad; thence following the margin thereof three (3) calls: (1) with a curve to the left having a radius of 2929.76' and an arc length of 60.81', and being chorded by a bearing of N 66°26'56" E, and a distance of 60.81' to a point; (2) with a curve to the left having a radius of 2929.76' and an arc length of 44.67', and being chorded by a bearing of N 65°25'03" E, and a distance of 44.67' to a point; (3) with a curve to the left having a radius of 2929.76' and an arc length of 612.80', and being chorded by a bearing of N 58°59'19" E, and a distance of 611.68' to a point on the southwesterly margin of the right of way of Main St (N.C. Hwy. 51); thence following the margin thereof with a curve to the left having a radius of 170.10' and an arc length of 43.69', and being chorded by a bearing of S 63°08'53" E, and a distance of 43.57' to a point at the intersection of the right of way of Dover St; thence following the margin thereof twelve (12) calls: (1) with a bearing of S 44°57'21" W and a distance of 91.03' to a point; (2) with a bearing of S 44°57'21" W and a distance of 68.91' to a point; (3) with a bearing of S 44°57'21" W and a distance of 100.00' to a point; (4) with a bearing of S 44°57'41" W and a distance of 50.00' to a point; (5) with a bearing of S 45°21'39" W and a distance of 212.80' to an existing rebar; (6) with a bearing of S 44°48'39" W and a distance of 102.55' to a point; (7) with a bearing of S 44°48'39" W and a distance of 151.22' to an existing nail; (8) with a bearing of N 31°52'32" W and a distance of 5.91' to a point; (9) with a bearing of S 44°45'20" W and a distance of 241.37' to a point; (10) with a bearing of S 43°40'20" W and a distance of 137.19' to a point; (11) with a

bearing of S 41°49'58" W and a distance of 62.54' to a point; (12) with a bearing of S 35°51'19" W and a distance of 35.12' to a point; thence with a curve to the right having a radius of 30.00' and an arc length of 45.06', and being chorded by a bearing of S 78°53'19" W, and a distance of 40.95' to a point on the northeasterly margin of the right of way of Cone Ave; thence following the margin thereof eight (8) calls: (1) with a bearing of N 58°04'41" W and a distance of 66.75' to a point; (2) with a curve to the left having a radius of 90.00' and an arc length of 136.61', and being chorded by a bearing of S 78°26'13" W, and a distance of 123.87' to a point; (3) with a bearing of S 34°57'07" W and a distance of 196.58' to a point; (4) with a bearing of S 38°01'40" W and a distance of 65.11' to a point; (5) with a bearing of S 32°03'27" W and a distance of 55.37' to a point; (6) with a bearing of S 19°36'27" W and a distance of 90.79' to a point; (7) with a bearing of S 26°18'27" W and a distance of 90.84' to a point; (8) with a bearing of S 37°06'27" W and a distance of 37.07' to an existing pipe, being the common corner of Lot 1, Block 7 as shown on Map Book 8, Page 87; thence following the common line of Lot 1 with a bearing of N 51°43'36" W and a distance of 149.79' to an existing pipe; thence following the common line of Lots 1 & 2 with a bearing of S 40°59'31" W and a distance of 149.82' (passing an existing rebar at 74.28' to a rebar set on the rear line of Lot 5; thence following the common line of Lots 5 & 7 and the terminus of the right of way of Hill St with a bearing of N 51°39'43" W and a distance of 190.88' (passing an existing pipe at 37.48') to an existing bent rebar; thence following the northwesterly margin of the right of way of Hill St with a bearing of S 39°52'54" W and a distance of 192.66' to an existing bent rebar; being the point of BEGINNING, having an area of 29.718 acres, more or less, as shown on a survey by Carolina Surveyors, Inc. (The bearings herein are referenced to N.C. Grid (NAD83/2011) and the distances are ground feet)