Doc No: 30115844
Recorded: 04/15/2025 03:09:47 PM
Fee Amt: $247.00 Page 1 of 64

Orange County North Carolina
Mark Chilton, Register of Deeds
BK **6875** PG **222 - 285 (64)**

Return to: TOWN OF CHAPEL HILL
405 MARTIN LUTHER KING JR BLVD
CHAPEL HILL, NC 27514

Property Owner: Town of Chapel Hill 9789413949
Recorded in Book ____, Page ____
Associated plat recorded in Plat Book ____, Page ____

NOTICE OF BROWNFIELDS PROPERTY

Brownfields Property Name: Chapel Hill Police Property
Brownfields Project Number: 23022-19-068

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 Chapel Hill ("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 828 Martin Luther King Jr Boulevard, Chapel Hill, Orange County. It is comprised of one approximate 10.28-acre parcel. The current land use is as the Chapel Hill Police Station with associated parking on the higher elevation of the Brownfields Property, and the Bolin Creek Greenway Trail with Bolin Creek forming the

southern boundary of the Brownfields property on the lower elevation. The Brownfields Property was originally operated as a borrow pit in the 1950s to early 1960s. Reportedly, the pit was filled by the individual owner/operator of the borrow site from the mid-1960s through the mid-1970s with fill material including construction and demolition debris (concrete, wood, metals), and fill soil with coal combustion products (CCPs) as structural fill. The Town of Chapel Hill purchased the Brownfields Property in 1980 and constructed the existing police station facility shortly thereafter.

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 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 13 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 a municipal service center, office, retail, recreational, associated parking, and transit uses, and with prior written approval from DEQ, 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. "Municipal Service Center" is defined as a place where the local government houses various town services, including, but not limited to, security and emergency services such as police station and related services.

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

iii. "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, and the sales of food and beverage products, including from mobile establishments such as food trucks.

iv. "Recreational" is defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, clubhouses, sports-related courts and fields, amphitheater, structured covering, open space, greenways, parks, walking paths, and picnic and public gathering areas.

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

vi. "Transit" is defined as any use for a public transportation system and network (including pedestrian and bicycle trails and facilities) and the facilities incident or necessary for the safe, convenient, effective, and efficient construction, operation, maintenance, repair, and replacement of such system, including platforms, shelters, waiting areas, walkways, offices, vendor kiosks, and other such transportation-related improvements.

vii. "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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. The Brownfields Property may not be used for residential use without the prior written approval of DEQ.

d. No disturbance of soil, excavation, or utility line installation, may occur in the area denoted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below as "Excavation/Construction Exclusion Area" until such time that: 1) the remedy design and implementation work to be performed referenced in paragraph 11 above has been completed to DEQ's written satisfaction; or 2) that impacted material is removed/remediated or otherwise shown to DEQ's advance written satisfaction to be suitable for waiving of said enclosed structure/excavation/construction exclusion by way of alternative measures such as monitoring, engineering controls, and/or delineation. For purposes of this restriction, parking with open air ventilation is not considered an enclosed structure. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan or DEQ Brownfields approved Environmental Management Plan required by subparagraph 13.e. below.

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 contamination identified in paragraph 3 above;

iii. contingency plans for addressing, including without limitation the testing of soil, CCPs, and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination);

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the proper disposition and handling of any soil, CCPs, or mixed soil and CCPs excavated from the Brownfields Property during redevelopment; and

v. stormwater run-on and run-off controls pursuant to applicable local and State permitting requirements.

Redevelopment Summary Report

f. Within 90 days 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 VI: 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).

Demolition Activities

g. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

Groundwater

h. 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 13.a. above while fully protecting public health and the environment, except for the periodic monitoring of groundwater in downgradient wells MW-3A, MW-4A, and MW-6 before and after the installation of the final remedy for the structural fill in accordance with a written plan and schedule prepared to DEQ's prior written satisfaction. 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 13.e., or a plan approved in writing in advance by DEQ.

i. Groundwater 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.

Soil

j. No activity that disturbs soil, CCPs, or mixed soil and CCPs 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 13.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 18 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 to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.e.

k. No use other than the on-property uses of the Brownfields Property as of the effective date of this Agreement 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, approved engineered cap or approved engineered earth retention system (e.g., retaining wall) as specified in paragraph 11 above, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

l. 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 subparagraph 13.e.

m. The Brownfields Property may not be used for community garden purposes unless said garden is constructed entirely within raised beds so as not to disturb the engineered cap, CCPs, or CCP-impacted soil, unless compliance with this land use restriction is waived in writing in advance by DEQ.

n. No new building may be constructed nor occupied on the Brownfields Property, without the prior written approval of DEQ, except in areas where an underlying geotextile material and an engineered cap consisting of a minimum of two feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing), and an engineered earth retention system in accordance with the DEQ-approved design plans referenced in paragraph 11 and subparagraph 13.d. above, or another cover approved in writing in advance

by DEQ, is installed to DEQ's written satisfaction such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 13.a. above and that public health and the environment are fully protected, and that said engineered cap and engineered earth retention system shall be monitored, maintained, and left undisturbed other than through normal use.

o. When structural fill, including CCP and CCP-impacted soil, at the Brownfields Property is capped and contained behind an earth retention system as specified in paragraph 11 above, a written report as described in subparagraph 11.b. above verifying the installation of the engineered cap and engineered earth retention system, confirming the compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the engineered cap, cap materials, and/or earth retention system in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse shall be submitted to DEQ no later than 30 days following installation. The report shall also contain a plan for the inspection and maintenance of the remedy components. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies.

Property Access

p. 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.

Abandonment of Monitoring Wells

q. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, whichever occurs first, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property, except those wells required for monitoring purposes as noted in subparagraph 13.h. above and as identified as downgradient monitoring wells MW-3A, MW-4A, and MW-6 in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

Damage to Wells

r. Except for the work related to subparagraph 13.q. above, the owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, the owner shall be responsible for repair of any such wells 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

s. 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 Orange County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (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 may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies 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 XVII (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 XVII.

Separating Old from New Contamination

t. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of 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;

ii. as constituents of products and materials customarily used and stored in municipal service center, office, retail, recreational, associated parking, transit, and with prior written approval from DEQ, 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; and

iii. 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.

Other Prohibited Uses

u. The Brownfields Property may not be used for ground-contact sports of any kind, including, but not limited to, golf, football, soccer, and baseball unless such ground-contact sports are solely conducted in areas that have been addressed to DEQ's prior written satisfaction in accordance with the remedy described in paragraph 11.

v. The Brownfields Property may not be used for kennels, dog parks, private animal pens or horse-riding unless approved in writing in advance by DEQ.

w. The Brownfields Property may not be used for agriculture or grazing, without the prior written approval of DEQ.

Land Use Restriction Update

x. During January of each year after the year in which the Notice referenced below in paragraph 17 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 Orange County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Orange County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. 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. the data acquired from periodic monitoring of downgradient wells MW-3A, MW-4A, and MW-6 referenced in subparagraph 13.h. above for a period of time before and following the completion of the final remedy that is consistent with a groundwater monitoring work plan, including a schedule, that has been prepared to DEQ's written satisfaction;

iv. whether any engineered soil caps and retaining walls installed pursuant to subparagraph 13.n. above are being maintained such that they are intact, uncompromised, in good condition, and continuing to serve as barriers to the CCPs, and impacted soil contamination in relation to which they were installed; and

v. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 18 and 19 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

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 32.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 10th day of April, 2025.

Town of Chapel Hill

By: _____
Mary Jane Nirdlinger
Interim Town Manager

NORTH CAROLINA
Orange 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: Interim Town Manager.

Date: April 10, 2025

_____
Official Signature of Notary

Brittney Hunt
Notary's printed or typed name, Notary Public
My commission expires: 11/16/2027

(Official Seal)

BRITTNEY HUNT
NOTARY
PUBLIC
ROBESON COUNTY, N.C.

Chapel Hill Police Property/23022-19-068/02Apr2025

****

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: _____ 4/02/2025

Bruce Nicholson, Chief
Brownfields Redevelopment Section
Division of Waste Management

Date

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Town of Chapel Hill

UNDER THE AUTHORITY OF THE BROWNFIELDS PROPERTY REUSE ACT OF 1997, NCGS § 130A-310.30, et seq. Brownfields Project No. **23022-19-068**	))))	BROWNFIELDS AGREEMENT re: Chapel Hill Police Property 828 Martin Luther King Jr Blvd Chapel Hill, Orange County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina Department of Environmental Quality ("DEQ") and the Town of Chapel Hill (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the "Act") for the property located at 828 Martin Luther King Jr. Boulevard, Chapel Hill, Orange County (the "Brownfields Property"). A map showing the location of the Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

The Prospective Developer is the Town of Chapel Hill, the offices of which are located at 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514. The Town is led by its Mayor and an eight-member town council. The Town Manager is Mary Jane Nirdlinger.

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 X (Certification), Section XI (DEQ's Covenant Not to Sue and Reservation of Rights) and Section XII (Prospective Developer's Covenant Not to Sue), the potential liability of the Town of Chapel Hill for contaminants at the Brownfields Property.

The Parties agree that the Town of Chapel Hill's entry into this Agreement, and the

actions undertaken by the Town of Chapel Hill in accordance with the Agreement, do not constitute an admission of any liability by the Town of Chapel Hill for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit the Town of Chapel Hill shall provide to DEQ, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in 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 the Agreement.

2. "Prospective Developer" shall mean the Town of Chapel Hill.

III. BROWNFIELDS PROPERTY INFORMATION SUMMARY

3. Relevant information about the history, ownership, and uses of the Brownfields Property is provided in the following summary table. Refer to the Exhibit 2 to this Agreement that presents data table(s) of the contaminants present at the Brownfields Property at concentrations above their applicable standards or screening levels for each media sampled.

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
Parcel Address(es) & Parcel IDs	Parcel ID 9789413949, 828 Martin Luther King Jr. Blvd, Chapel Hill, NC
Acreage	10.28 acres
Current Property Owner	The Town of Chapel Hill
Current Land Use(s)	Police station, parking, and recreational greenway trail along Bolin Creek
Site Vicinity Land Use(s)	Mixed commercial, including shopping plaza, gasoline station and automotive service, and multi-family residential apartments.
Proposed Reuse(s)	Municipal service center, office, retail, recreational,

JR

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
	associated parking, and transit uses, and with prior written approval from DEQ, other commercial uses
Public Benefits of Reuse	Redesigned municipal service center, and additional office, retail, and recreational opportunities, and implementation of the final remedy for the coal ash structural fill underlying the Brownfields Property.
Existing Land Use Restrictions Prior to Brownfields Agreement	None recorded although access to the steep embankment is limited by town ordinance and fencing on the Bolin Creek side to protect trail users from exposure to coal ash materials.

ENVIRONMENTAL INFORMATION SUMMARY	
Historical Operations & Contaminant Sources	The Brownfields Property was originally a borrow pit in the 1950s to early 1960s. Reportedly, the pit was filled by the individual owner/operator of the borrow site from the mid-1960s through the mid-1970s with fill material including construction and demolition debris (concrete, wood, metals), and fill soil with coal combustion products (CCPs) as structural fill. The Town of Chapel Hill acquired the Brownfields Property in 1980 and constructed the existing police station facility shortly thereafter.
Current Operations/Activities	Existing police station, associated parking, and recreational use along Bolin Creek Trail.
Contaminated Media	Soil: Compounds in soil, including drainage pathways, that exceed their Preliminary Industrial/Commercial Health-based Soil Remediation Goals (PSRGs) are limited to arsenic. Thallium was detected in one soil sample in off-site background well MW-5 soil at its Industrial/Commercial PSRG. The compound p-isopropyltoluene was detected above the method detection limit, but below the laboratory reporting limit; however, this compound does not have an established PSRG. CCPs: This includes both samples of coal combustion product (CCPs) and soil mixed with CCPs. Only two metals exceed their respective Industrial/Commercial PSRGs in CCP and mixed soil and CCP samples, which are arsenic and mercury. Certain CCP samples were subjected to Synthetic Precipitation Leaching Procedure (SPLP). Results indicate that several metal compounds were detected in the resulting leachate in excess of their respective NC 2L Groundwater Standard. These metals are: antimony, arsenic, barium, cobalt, lead, manganese, selenium, strontium, and vanadium.

ENVIRONMENTAL INFORMATION SUMMARY	
	Groundwater: Compounds detected in excess of their NC 2L Groundwater Standards are primarily metals, including antimony, arsenic, barium, beryllium, chromium (total), cobalt, copper, iron, lead, manganese, mercury, selenium, strontium, sulfate (non-metal), thallium, vanadium, and zinc. Detected compounds for which no NC 2L Groundwater Standard has been established include: aluminum, hexavalent chromium, lithium, and molybdenum. The metals antimony and thallium have been detected in excess of their respective NC 2L Groundwater Standard, but were not detected above laboratory reporting limits in the recent groundwater sampling event completed in August 2022. Groundwater samples collected from within the CCP fill contains significantly higher metals concentrations than groundwater samples collected from non-fill zones beneath and downgradient of the CCP fill. Sub-Slab Vapor: No volatile organic compounds (VOCs), nor mercury, were detected at concentrations that exceeded their respective Non-Residential Vapor Intrusion Screening Level (VISL) in sub-slab vapor samples collected in the existing police station building. Exterior Soil Gas: No VOCs were found to exceed their respective Non-Residential VISL in exterior soil gas samples. The compounds 4-ethyltoluene, and trichlorofluoromethane were detected, but there are no established VISLs for these compounds. Indoor Air: Radon sampling in indoor air in the existing police station building did not indicate an exceedance of the EPA action level for radon of 4 picocuries per liter (piC/L). Surface Water/Sediment: Compounds detected in surface water and sediment of Bolin Creek adjacent to the Brownfields Property boundary did not exceed the NC 2B Surface Water Standards nor the Industrial/Commercial PSRGs for stream sediment except for one detection of manganese in a sample of surface water obtained in 2013. Manganese in this sample was detected at 100 ug/L in excess of the EPA National Recommended Water Quality Criteria

ENVIRONMENTAL INFORMATION SUMMARY	
	for Aquatic Life and Human Health. There is no NC 2B Standard for manganese; however, it is recognized that NC has a high natural occurrence of manganese in NC surface water.
ID Numbers/Permits	None known
Onsite Receptors Considered	On-site workers, recreational users, visitors, trespassers
Potential Offsite Receptors Considered	i. Water supply wells: one water supply well is located about 500 feet north and upgradient of the Brownfields Property at 5 Mt. Bolus Rd; however, this address is connected to the public water supply and the owner has informed the Town that it is used for irrigation purposes only. ii. Residential structures, churches, or childcare centers: residential buildings are located to the west, north, and east of the Brownfields Property. iii. Surface water: Bolin Creek forms the southern property boundary of the Brownfields Property.
Potential offsite migration pathways	Groundwater: Impacted groundwater within the CCP structural fill does not appear to have affected the unconfined aquifer screened in bedrock below the structural fill. Groundwater downgradient of the CCP structural fill has been impacted, but those concentrations are less than concentrations within the CCP structural fill. Potential base flow discharge into Bolin Creek does not appear to impact the creek as elevated contaminant levels are not observed in surface water samples above their respective NC 2B surface water standards nor in sediment samples in excess of their respective PSRGs collected within the creek along the Brownfields Property boundary. Based on the results of groundwater and surface water assessments, impacted groundwater is not expected to migrate offsite. Soil Vapor: Compounds detected in onsite soil vapor samples do not exceed established nonresidential VISLs and are not expected to migrate offsite.

4. Environmental reports regarding the Brownfields Property referred to hereinafter as the "Environmental Reports," include, but are not limited to:

a. Those that the Prospective Developer obtained or commissioned regarding the Brownfields Property:

Title	Author	Date
Phase I & Limited Phase II Environmental Site Assessment, Chapel Hill Police Department Property	Falcon Engineering, Inc.	October 17, 2013
Environmental Site Characterization Report, 828 Martin Luther King Jr. Blvd	Falcon Engineering, Inc.	May 2, 2014
Coal Combustion Products (CCP) Limits Exhibit	Falcon Engineering, Inc.	May 27, 2014
Updated Information Request, 828 Martin Luther King Jr Blvd	Falcon Engineering, Inc.	September 2, 2014
Letter, Chapel Hill Police Department Property	NC Department of Environment & Natural Resources	September 19, 2014
Responses to NC DENR September 19, 2014 Letter, 828 Martin Luther King Jr. Blvd	Falcon Engineering, Inc.	October 3, 2014
Phase I Remedial Investigation Work Plan, Chapel Hill Police Department Property	Falcon Engineering, Inc.	November 10, 2014, Revised December 17, 2014
Environmental Site Characterization, Chapel Hill Police Department Property	Falcon Engineering, Inc.	June 18, 2015
Environmental Site Characterization, Chapel Hill Police Department Property	Falcon Engineering, Inc.	March 11, 2014, Revised June 24, 2015
Environmental Site Characterization, Chapel Hill Police Department Property	Falcon Engineering, Inc.	August 18, 2015
Email, NC DENR transmitting SELC letter	Southern Environmental Law Center	September 10, 2015
Letter, Chapel Hill Police Department Property	NC Department of Environmental Quality	October 23, 2015
Letter, Chapel Hill Police Department Property	NC Department of Environmental Quality	February 11, 2016
Environmental Site Characterization, Chapel Hill Police Department Property	Falcon Engineering, Inc.	March 11, 2014, Revised April 1, 2016
Letter, Police Department Property	Hart & Hickman, PC	April 21, 2016

Title	Author	Date
Letter, Chapel Hill Police Department Property	NC Department of Environmental Quality	May 2, 2016
Letter, NC Department of Environment & Natural Resources	Southern Environmental Law Center	May 3, 2016
Phase II Remedial Investigation Work Plan	Hart & Hickman, PC	July 28, 2016
Letter, NC Department of Environment and Natural Resources	Southern Environmental Law Center	August 19, 2016
Phase II Remedial Investigation Work Plan, Rev. 1	Hart & Hickman, PC	September 15, 2016
Phase II Remedial Investigation Report	Hart & Hickman, PC	January 26, 2017
SELC Comments, Phase II Remedial Investigation Report	Southern Environmental Law Center	March 13, 2017
Response to SELC Comments, Phase II Remedial Investigation Report	Hart & Hickman, PC	April 6, 2017
Letter, NC Department of Environment and Natural Resources	Southern Environmental Law Center	May 9, 2017
Phase II Remedial Investigation Report, Rev. 1	Hart & Hickman, PC	May 11, 2017
Phase II Remedial Investigation Report, Rev. 2	Hart & Hickman, PC	August 25, 2017
Executive Summary, Remedial Investigation, Coal Combustion Products Fill Area	Hart & Hickman, PC	September 8, 2017
Remedial Alternatives Evaluation, 828 Martin Luther King Jr Blvd Property	Hart & Hickman, PC	August 20, 2018
Results of Data Gap Sampling, 828 Martin Luther King Jr. Blvd Property	Hart & Hickman, PC	May 23, 2019
Results of Post-Data Gap Assessment, 828 Martin Luther King Jr. Blvd. Property	Hart & Hickman, PC	December 1, 2020
Interim Remedial Measures Report, 828 Martin Luther King Jr. Blvd. Property	Hart & Hickman, PC	April 19, 2021
Human Health and Ecological Risk Assessment Report, 828 Martin Luther King Jr. Blvd Property	SynTerra Corporation	May 6, 2021
Risk Assessment Report, 828 Martin Luther King Jr. Blvd Property	Hart & Hickman, PC	October 7, 2021
Brownfields Assessment Report	Hart & Hickman, PC	December 13, 2022
Interim Remedial Measures Maintenance Report, Chapel Hill Police Property	Hart & Hickman, PC	June 5, 2024

IV. PROSPECTIVE DEVELOPER'S INVOLVEMENT

5. For purposes of this Agreement DEQ relies on Prospective Developer's representations that Prospective Developer's involvement with the Brownfields Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated April 16, 2019, and the following:

a. On October 17, 1980, Prospective Developer acquired the Brownfields Property from the prior owner, Richard Sparrow, and subsequently constructed the existing Chapel Hill Police Station on the subject property; and

b. In 2020, Prospective Developer conducted interim remedial measures along a portion of the Bolin Creek Trail located in the southern area of the Brownfields Property in accordance with the DEQ-approved Environmental Management Plan (EMP) dated October 21, 2019. These activities included excavation and off-site disposal of soil and exposed CCPs that had been transported by erosion alongside the Bolin Creek Trail, stabilization and cover of erosionally exposed CCPs along the embankment between the upper and lower portions of the Brownfields Property, and temporary measures to address stormwater and erosion control in the area of the embankment.

c. In 2024, Prospective Developer conducted interim remedial measures maintenance activities including repairs to the storm diversion channel, limited excavation of soil and CCP along the base of the embankment and placement of this material behind silt fence areas, installation of additional silt fencing, hydroseeding, and post excavation soil sampling.

6. 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 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);

b. 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;

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

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

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

7. Prospective Developer has paid to DEQ the $2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of $12,000 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the $2,000 fee to seek a brownfields

agreement required by 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.

V. BENEFIT TO COMMUNITY

8. The redevelopment of the Brownfields Property proposed herein would provide the following public benefits:

a. an increase in the Brownfields Property's productivity;

b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;

c. the creation of hundreds of temporary construction jobs and approximately 50 or more permanent jobs;

d. an increase in tax revenue for affected jurisdictions;

e. an upgraded municipal service center, and additional office, retail, recreational, parking, and transit space, and with prior written approval from DEQ, other commercial space for the area;

f. expanded use of public transportation which reduces traffic, improves air quality, and reduces our carbon footprint; and

g. "smart growth" through use of land in an already developed infill area, which avoids sprawl development of "greenfields" land beyond the urban fringe.

VI. WORK TO BE PERFORMED

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

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 Assessment Work Plan Checklist; and

d. the Brownfields Survey Plat Checklist.

10. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Brownfields Property, using the nine (9) credit categories incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) certification program (Integrative Process, Location and Transportation, Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, Indoor Environmental Quality, Innovation, and Regional Priority), or a similar program.

11. Prior to redevelopment of the Brownfields Property, Prospective Developer shall prepare a monitoring plan for wells MW-3A, MW-4A, and MW-6 including a schedule for such monitoring before and after remedy implementation in accordance with subparagraphs 13.h. and 13.q. below, and design a remedy for the CCP structural fill material, e.g., an engineered cap in accordance with subparagraph 13.n. below and an engineered earth retention system (such as a

slope-stabilizing retaining wall), that meets the goals of site stabilization and eliminating completed exposure pathways to DEQ's prior written satisfaction. Such a monitoring plan and remedy shall be implemented prior to or in conjunction with redevelopment of the Brownfields Property and shall be:

a. designed by a professional engineer licensed in North Carolina, and as evidenced by said engineer's professional seal, said engineer is satisfied that the design is fully protective of public health, and shall include a performance monitoring and maintenance plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

b. installed in accordance with the design noted in subparagraph 11.a. above with said engineer's oversight, 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 remedy was installed per the DEQ-approved design. If any deviations from the remedy design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the remedy, as installed, was installed in such a manner so as to be fully protective of public health.

12. Based on the information in the Environmental Reports, other available information, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section XI 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 that described in paragraph 11 above and remediation that may

be inherent to a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 13.e. below.

VII. LAND USE RESTRICTIONS

13. By way of the Notice of Brownfields Property referenced below in paragraph 17, 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. 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 a municipal service center, office, retail, recreational, associated parking, and transit uses, and with prior written approval from DEQ, 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. "Municipal Service Center" is defined as a place where the local government houses various town services, including, but not limited to, security and emergency services such as police station and related services.

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

iii. "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, and the sales of food and beverage products, including from

mobile establishments such as food trucks.

iv. "Recreational" is defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, clubhouses, sports-related courts and fields, amphitheater, structured covering, open space, greenways, parks, walking paths, and picnic and public gathering areas.

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

vi. "Transit" is defined as any use for a public transportation system and network (including pedestrian and bicycle trails and facilities) and the facilities incident or necessary for the safe, convenient, effective, and efficient construction, operation, maintenance, repair, and replacement of such system, including platforms, shelters, waiting areas, walkways, offices, vendor kiosks, and other such transportation-related improvements.

vii. "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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. The Brownfields Property may not be used for residential use without the prior written approval of DEQ.

d. No disturbance of soil, excavation, or utility line installation, may occur in the

area denoted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below as "Excavation/Construction Exclusion Area" until such time that: 1) the remedy design and implementation work to be performed referenced in paragraph 11 above has been completed to DEQ's written satisfaction; or 2) that impacted material is removed/remediated or otherwise shown to DEQ's advance written satisfaction to be suitable for waiving of said enclosed structure/excavation/construction exclusion by way of alternative measures such as monitoring, engineering controls, and/or delineation. For purposes of this restriction, parking with open air ventilation is not considered an enclosed structure. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan or DEQ Brownfields approved Environmental Management Plan required by subparagraph 13.e. below.

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 contamination identified in paragraph 3 above;

iii. contingency plans for addressing, including without limitation the testing of soil, CCPs, and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination);

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the proper disposition and handling of any soil, CCPs, or mixed soil and CCPs excavated from the Brownfields Property during redevelopment; and

v. stormwater run-on and run-off controls pursuant to applicable local and State permitting requirements.

Redevelopment Summary Report

f. Within 90 days 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 VI: 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).

Demolition Activities

g. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

Groundwater

h. 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 13.a. above while fully protecting public health and the environment, except for the periodic monitoring of groundwater in downgradient wells MW-3A, MW-4A, and MW-6 before and after the installation of the final remedy for the structural fill in accordance with a written plan and schedule prepared to DEQ's prior written satisfaction. 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 13.e., or a plan approved in writing in advance by DEQ.

i. Groundwater 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.

Soil

j. No activity that disturbs soil, CCPs, or mixed soil and CCPs 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 13.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 18 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 to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.e.

k. No use other than the on-property uses of the Brownfields Property as of the effective date of this Agreement 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, approved engineered cap or approved engineered earth retention system (e.g., retaining wall) as specified in paragraph 11 above, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

l. 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 subparagraph 13.e.

m. The Brownfields Property may not be used for community garden purposes unless said garden is constructed entirely within raised beds so as not to disturb the engineered cap, CCPs, or CCP-impacted soil, unless compliance with this land use restriction is waived in writing in advance by DEQ.

n. No new building may be constructed nor occupied on the Brownfields Property, without the prior written approval of DEQ, except in areas where an underlying geotextile material and an engineered cap consisting of a minimum of two feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing), and an engineered earth retention system in accordance with the DEQ-approved design plans referenced in paragraph 11 and subparagraph 13.d. above, or another cover approved in writing in advance by DEQ, is installed to DEQ's written satisfaction such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 13.a. above and that public health and the environment are fully protected, and that said engineered

cap and engineered earth retention system shall be monitored, maintained, and left undisturbed other than through normal use.

o. When structural fill, including CCP and CCP-impacted soil, at the Brownfields Property is capped and contained behind an earth retention system as specified in paragraph 11 above, a written report as described in subparagraph 11.b. above verifying the installation of the engineered cap and engineered earth retention system, confirming the compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the engineered cap, cap materials, and/or earth retention system in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse shall be submitted to DEQ no later than 30 days following installation. The report shall also contain a plan for the inspection and maintenance of the remedy components. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies.

Property Access

p. 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.

Abandonment of Monitoring Wells

q. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, whichever occurs first, Prospective Developer shall abandon all

monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property, except those wells required for monitoring purposes as noted in subparagraph 13.h. above and as identified as downgradient monitoring wells MW-3A, MW-4A, and MW-6 in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

Damage to Wells

r. Except for the work related to subparagraph 13.q. above, the owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, the owner shall be responsible for repair of any such wells 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

s. 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 Orange County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (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 may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies 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 XVII (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 XVII.

Separating Old from New Contamination

t. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of 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;

ii. as constituents of products and materials customarily used and stored in municipal service center, office, retail, recreational, associated parking, transit, and with prior written approval from DEQ, 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; and

iii. 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.

Other Prohibited Uses

u. The Brownfields Property may not be used for ground-contact sports of any kind, including, but not limited to, golf, football, soccer, and baseball unless such ground-contact sports are solely conducted in areas that have been addressed to DEQ's prior written satisfaction in accordance with the remedy described in paragraph 11.

v. The Brownfields Property may not be used for kennels, dog parks, private animal pens or horse-riding unless approved in writing in advance by DEQ.

w. The Brownfields Property may not be used for agriculture or grazing, without the prior written approval of DEQ.

Land Use Restriction Update

x. During January of each year after the year in which the Notice referenced below in paragraph 17 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 Orange County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Orange County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. 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. the data acquired from periodic monitoring of downgradient wells MW-3A, MW-4A, and MW-6 referenced in subparagraph 13.h. above for a period of time before and following the completion of the final remedy that is consistent with a groundwater monitoring work plan, including a schedule, that has been prepared to DEQ's written satisfaction;

iv. whether any engineered soil caps and retaining walls installed pursuant to subparagraph 13.n. above are being maintained such that they are intact, uncompromised, in good condition, and continuing to serve as barriers to the CCPs, and impacted soil contamination in relation to which they were installed; and

v. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 18 and 19 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

14. The desired result of the above-referenced remediation and 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.

15. 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.

VIII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

16. In addition to providing access to the Brownfields Property pursuant to subparagraph 13.p. above, 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.

17. 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 VII (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 Orange 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.

18. 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 Orange County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (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: (i) If every lease and 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 XVII (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 XVII.

19. 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.

IX. DUE CARE/COOPERATION

20. 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, 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 32.a. below of any such required notification.

X. CERTIFICATION

21. 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 13.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.

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

22. 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.

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

24. 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.

25. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 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, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

XII. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

26. In consideration of DEQ's Covenant Not To Sue in Section XI of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), 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.

XIII. PARTIES BOUND

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

XIV. DISCLAIMER

28. 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.

29. Except for the land use restrictions set forth in paragraph 13 above and 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, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XV. DOCUMENT RETENTION

30. 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.

XVI. PAYMENT OF ENFORCEMENT COSTS

31. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section VI (Work to be Performed) and Section VII (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.

XVII. NOTICES AND SUBMISSIONS

32. 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, 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:

Mary Jane Nirdlinger, Town Manager
Town of Chapel Hill
405 Martin Luther King Jr. Blvd
Chapel Hill, NC 27514

Notices and submissions sent by prepaid first-class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVIII. EFFECTIVE DATE

33. 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.

XIX. TERMINATION OF CERTAIN PROVISIONS

34. If any Party believes that any or all of the obligations under Section VIII (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).

XX. CONTRIBUTION PROTECTION

35. 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.

36. 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.

37. 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.

XXI. PUBLIC COMMENT

38. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last of the following public notice tasks occurs: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Brownfields Property is located; 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. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

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

4/02/2025

Bruce Nicholson — Date
Chief, Brownfields Redevelopment Section

IT IS SO AGREED:
Town of Chapel Hill
By:

4/10/2025

Mary Jane Nirdlinger — Date
Town Manager

EXHIBIT 1

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2021.

0 2,000 4,000

SCALE IN FEET

U.S.G.S. QUADRANGLE MAP

CHAPEL HILL, NORTH CAROLINA 2022

QUADRANGLE
7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE

SITE LOCATION MAP

PROJECT

CHAPEL HILL POLICE DEPARTMENT
828 MARTIN LUTHER KING JR. BOULEVARD
CHAPEL HILL, NORTH CAROLINA

hart hickman
SMARTER ENVIRONMENTAL SOLUTIONS

3921 Sunset Ridge Road, Suite 301
Raleigh, North Carolina 27607
919-847-4241 (p) 919-847-4261 (f)
License # C-1269 / # C-245 Geology

DATE: 10-31-22	REVISION NO: 0
JOB NO: TCH-009	FIGURE NO: 1

Path: S:\AAA-Master Projects\Town of Chapel Hill (TCH)\TCH-009 - Police Station - Remedial Services\Brownfields Documents\Brownfields Assessment Report\Figures\Figure-1.mxd

Exhibit 2

Brownfields Property Name: Chapel Hill Police Property
Brownfields Project Number: 23022-19-068

The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels as reported in the Environmental Reports in paragraph 4 of the Brownfields Agreement to which this is an exhibit, the maximum and/or the most recent concentrations 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, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

On-site Monitoring Wells:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Aluminum	MW-1	5/03/2013	5,600	5/03/2013	5,600	NSE
	MW-2	6/20/2013	16,000	6/20/2013	16,000	
Antimony	MW-1	5/03/2013	5.4	11/10/2016	<0.5	1
Arsenic	MW-1	5/26/2015	110	4/03/2019	22.9	10
	MW-1A	9/26/2019	10	8/31/2022	37	
	MW-3	8/15/2014	51	8/15/2014	51	
	MW-3A	5/26/2015	42	8/30/2022	0.38 J	
	MW-4	2/05/2014	140	2/05/2014	140	
Barium	MW-1	4/03/2019	1,730	4/03/2019	1,730	700
	MW-1A	9/26/2019	1,040	8/31/2022	852	
	MW-2	6/20/2013	1,100	6/20/2013	1,100	
	MW-3	8/15/2014	830	8/20/2014	830	
	MW-3A	5/26/2015	770	8/30/2022	67.5	
	MW-4	2/05/2014	6,500	2/05/2014	6,500	
Beryllium	MW-1	2/18/2016	11.0	4/03/2019	<0.1	4
	MW-2	6/20/2013	5.5	6/20/2013	5.5	

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Chromium, Hexavalent	MW-3	8/15/2014	30 HT	8/15/2014	30 HT	NSE
	MW-4A	8/31/2022	0.303	8/31/2022	0.303	
Chromium, Total	MW-1	2/18/2016	100	4/3/2019	<0.5	10
	MW-3	8/15/2014	78	8/15/2014	78	
	MW-3A	5/26/2015	460	8/30/2022	<1.0	
	MW-4	2/05/2014	930	2/05/2014	930	
	MW-6	11/09/2016	29	8/30/2022	0.58	
Cobalt	MW-1	2/18/2016	78	4/3/2019	1.8	1
	MW-1A	9/26/2019	1.2	8/31/2022	0.40 J	
	MW-2	6/20/2013	23	6/20/2013	23	
	MW-8	9/26/2019	4.0	8/31/2022	2.7	
	MW-9	8/31/2022	5.3	8/31/2022	5.3	
Copper	MW-2	6/20/2013	1,200	6/20/2013	1,200	1,000
Iron	MW-1	5/03/2013	6,500	5/03/2013	6,500	300
	MW-2	6/20/2013	13,000	6/20/2013	13,000	
Lead	MW-1	5/26/2015	61	11/10/2016	10	15
	MW-2	6/20/2013	27	6/20/2013	27	
	MW-3	8/15/2014	30	8/15/2014	30	
	MW-3A	5/26/2015	89	11/9/2016	<5.0	
	MW-4	2/05/2014	250	2/05/2014	250	
Lithium	MW-1A	8/31/2022	110	8/31/2022	110	NSE
	MW-3A	9/6/2022	20.3	9/6/2022	20.3	
	MW-4A	8/31/2022	0.58 J	8/31/2022	0.58 J	
	MW-6	8/30/2022	1.7 J	8/30/2022	1.7 J	
	MW-7	8/31/2022	2.1 J	8/31/2022	2.1 J	
	MW-8/Dup	8/31/2022	2.8/2.8	8/31/2022	2.8/2.8	
	MW-9	8/31/2022	10.5	8/31/2022	10.5	
	MW-11D	8/31/2022	51.6	8/31/2022	51.6	
Manganese	MW-1	2/18/2016	9,600	4/03/2019	3,090	50
	MW-1A	9/26/2019	2,420	8/31/2022	1,380	
	MW-2	6/20/2013	1,200	6/20/2013	1,200	
	MW-3A	8/30/2022	664	8/30/2022	664	
	MW-4A	11/09/2016	140	8/31/2022	102	
	MW-6	11/09/2016	2,500	8/30/2022	1,430	

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Manganese	MW-7	11/14/2016	140	8/31/2022	12.8	50
	MW-8/Dup	9/26/2019	4,880	8/31/2022	3,610/3,720	
	MW-9	2/12/2020	5,430	8/31/2022	5,220	
Mercury	MW-4	2/05/2014	1.4	2/05/2014	1.4	1
Molybdenum	MW-1A	8/31/2022	0.79 J	8/31/2022	0.79 J	NSE
	MW-3A	8/30/2022	0.83 J	8/30/2022	0.83 J	
	MW-4A	8/31/2022	0.21 J	8/31/2022	0.21 J	
	MW-7	8/31/2022	0.18 J	8/31/2022	0.18 J	
	MW-8/DUP	8/31/2022	0.90 J/0.82 J	8/31/2022	0.90 J/0.82 J	
	MW-9	8/31/2022	0.33 J	8/31/2022	0.33 J	
	MW-11D	8/30/2022	4.8	8/30/2022	4.8	
Selenium	MW-1	11/10/2016	23	4/3/2019	<0.5	20
	MW-3A	11/09/2016	52	8/30/2022	7.0	
	MW-4	2/05/2014	99	2/05/2014	99	
	MW-6	11/09/2016	20	8/30/2022	<2.0	
Strontium	MW-1	4/03/2019	4,710	4/03/2019	4,710	2,000
	MW-1A	9/26/2019	6,360	8/31/2022	2,500	
	MW-3A	4/04/2019	2,950	8/30/2022	2,530	
	MW-9	8/31/2022	2,730	8/31/2022	2,730	
Sulfate	MW-3A	8/30/2022	290,000	8/30/2022	290,000	250,000
Thallium	MW-3A/Dup	11/09/2016	5.4J/5.3J	8/30/2022	<0.05	2
Vanadium	MW-1	2/18/2016	260	11/10/2016	92	7
	MW-2	6/20/2013	71	6/20/2013	71	
Zinc	MW-2	6/20/2013	2,200	6/20/2013	2,200	1,000

Groundwater wells MW-1, MW-1A, MW-2 (temporary and abandoned), MW-6, MW-8, and MW-9 screen groundwater within the fill area; wells MW-3 (abandoned), MW-3A, MW-4 (abandoned), and MW-4A screen groundwater downgradient of the fill area; wells MW-5, MW-7, and MW-11D screen groundwater in the shallow bedrock aquifer with MW-5 upgradient of the fill area just offsite, MW-7 located east of the fill area, and MW-11D screening the upper bedrock aquifer below the fill area near well MW-9.

Groundwater data on this table excludes filtered sample results. Groundwater results for wells MW-1, MW-3, MW-3A, MW-4, and MW-4A collected in 2015 and earlier are likely influenced by high turbidity in the samples.

HT – Sample received and analyzed outside of holding time
J – estimated value between the method detection limit and the laboratory reporting limit
NSE – No standard established

Off-site Upgradient Monitoring Well MW-5:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Lithium	MW-5	8/30/2022	2.0 J	8/30/2022	2.0 J	NSE
Manganese	MW-5	8/30/2022	614	8/30/2022	614	50
Molybdenum	MW-5	8/30/2022	0.18J	8/30/2022	0.18 J	NSE
Selenium	MW-5	11/09/2016	23	8/30/2022	<2.0	20

SPLP RESULTS FROM COAL COMBUSTION PRODUCT (CCP)

SPLP results from coal combustion product samples, in micrograms per liter (the equivalent of parts per billion), compared against the standards that are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

SPLP Potential Contaminant	Sample Location	Sample Depth (ft)	Date of Sampling	Leachate Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Antimony	HH-2	2-3	11/03/2016	3.9J	1
	HH-4	4-5	11/03/2016	5.1J	
Arsenic	HH-3	2-3	11/03/2016	18J	10
Barium	HH-2/Dup	2-3	11/03/2016	830/1,300	700
	HH-3	2-3	11/03/2016	740	
Cobalt	HH-3	2-3	11/03/2016	4.6J	1
Lead	HH-3	2-3	11/03/2016	45	15
Manganese	HH-2	2-3	11/03/2016	69	50
	HH-3	2-3	11/03/2016	290	
Selenium	HH-1	7-8	11/03/2016	130	20
	HH-2/Dup	2-3	11/03/2016	35J/35J	
	HH-3	2-3	11/03/2016	28J	
	HH-4	4-5	11/03/2016	31J	
Strontium	HH-1	7-8	11/03/2016	2,500	2,000
Vanadium	HH-2/Dup	2-3	11/03/2016	16J/2.6J	7
	HH-3	2-3	11/03/2016	23	

SPLP – Synthetic Precipitation Leaching Procedure

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[1] (mg/kg)
Arsenic	BG-7	2-3	4/04/2019	3.08	3.0
	Excavation G-1	2-3	4/16/2020	3.68	
	Excavation I-2	1-2	4/8/2020	3.65	
	HH-1/Dup	0-1	11/03/2016	5.9/3.4	
	HH-2	0-1	11/03/2016	4.9	
	HH-3	0-1	11/03/2016	9.9	
	HH-8	0-1	11/02/2016	3.6	
	SED-3A	0-1	4/05/2019	3.45	
	SS-7	0.2-1	2/18/2016	3.1	
p-Isopropyltoluene	HH-14	0-2	9/6/2022	0.0065J	NSE
Thallium	MW-5	6-7	11/02/2016	2.3	2.3

[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.
Well MW-5 is just upgradient of, and not on, the Brownfields Property; hence it serves as a background well.

COAL COMBUSTION PRODUCT (CCP)

Coal combustion product contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Coal Combustion Product Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	GP-1	8-12	2/3/2014	3.5	3.0
	GP-2	26-28	2/3/2014	41	
	GP-3	10-12	2/3/2014	48	
	GP-4	10-12	2/4/2014	59	
	GP-5	4-6	2/4/2014	72	
	GP-5/Dup	4-6	4/3/2019	95.9/95.9	
	GP-6	9-11	2/4/2014	65	
	GP-6	9-10	4/4/2019	6.73	
	GP-7	10-12	2/4/2014	55	
	GP-8	11-15	2/4/2014	54	
	GP-11	4-6	2/4/2014	16	
	GP-12	2-4	2/4/2014	52	
	HH-9	0-1	4/03/2019	3.37	
	HH-10	0-1	4/03/2019	60.3	
	HH-11	0-1	4/03/2019	42.5	
	S-4	1	4/29/2013	14	
	S-5	0-4	1/31/2014	37	
	S-6	0-4	1/31/2014	43	
	S-7	0-4	1/31/2014	44	
Mercury	GP-6	9-11	2/4/2014	11	9.7

[1] Coal combustion residual material was identified in the upper level of the Brownfields Property, Exposure Unit No. 1, and in the embankment, Exposure Unit No. 3. Samples identified as a mixture of soil and coal combustion residual material are included in this table.

[2]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.

DRAINAGE PATHWAY SOIL

Drainage pathway soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Drainage Pathway Soil Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	SED-12	0-0.2	8/27/2019	4.73	3.0
	SED-12	0.2-0.5	4/05/2019	3.97	
	SED-13	0-0.2	8/27/2019	12.4	
	SED-13	0.2-0.5	4/05/2019	14.5	
	SED-18	0.2-0.5	4/05/2019	4.53	

[1]The soils identified as Drainage Pathway Soil were collected from the lower level of the Brownfields Property adjacent to Bolin Creek, also referred to as Exposure Unit No. 2.
[2]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.

EXTERIOR SOIL GAS

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management (February 2024 version):

Exterior Soil Gas Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Screening Level ($\mu g/m^3$)	Non-Residential Screening Level[1] ($\mu g/m^3$)
4-Ethyltoluene	SG-3	9/1/2022	2.1 J	NSE
Trichlorofluoromethane	SG-1	9/2/2022	3.0 J	NSE
	SG-2	9/1/2022	3.1 J	
	SG-3	9/1/2022	3.0 J	
	SG-4	9/1/2022	2.5 J	
	SG-5	9/2/2022	2.5 J	

[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

Acetone was detected in every exterior soil gas sample collected; however, because acetone is a common analytical laboratory introduced compound, the Soil Gas Screening Level (SGSL) for acetone is no longer being published. The most recent Residential SGSL for acetone was 220,000 $\mu g/m^3$ and none of the detected concentrations exceed this limit. Therefore, acetone data is not summarized on this table, but remain available in the reports related to this Brownfields Property.

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 26, 2021 version):

Surface Water Contaminant	Sample Location	Most Recent Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard[1] (µg/L)
Manganese[2]	BC-2	6/20/2013	100	50[3]

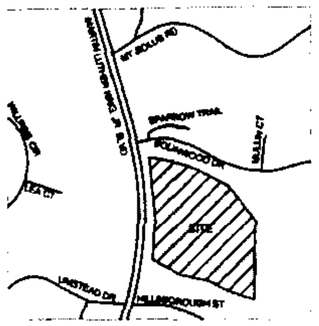
[1]When a NCAC 2B standard has not been developed for a contaminant, the EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health, or the North Carolina In-Stream Target Values for Surface Waters (July 22, 2021 version) are used for comparison purposes.
[2]EPA approved the removal of NC human health standards as part of the 2007-2016 Triennial review due to high natural occurrence of manganese in NC surface waters.
[3]EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health

EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY

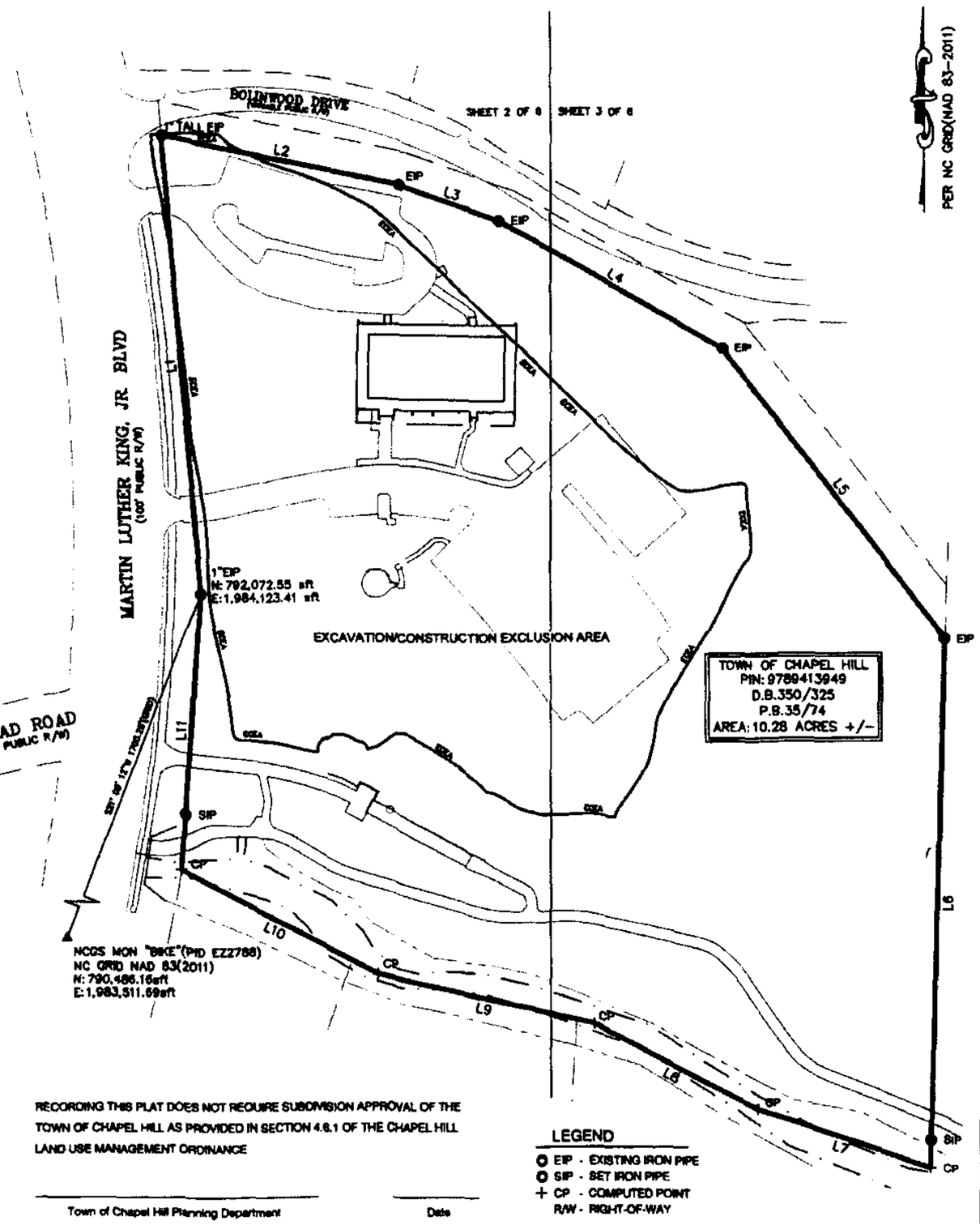
BROWNFIELDS PROJECT NUMBER: 23022-19-068

OWNER & PROSPECTIVE DEVELOPER: TOWN OF CHAPEL HILL



VICINITY MAP
(NOT TO SCALE)

Parcel Line Table		
LINE#	BEARING	DISTANCE
L1	N4° 48' 04"W	416.33'
L2	S78° 13' 31"E	219.02'
L3	S70° 16' 15"E	95.27'
L4	S60° 15' 03"E	231.21'
L5	S37° 14' 17"E	331.37'
L6	S1° 32' 22"W	477.11'
L7	N71° 22' 58"W	164.00'
L8	N62° 25' 58"W	166.80'
L9	N76° 59' 58"W	200.00'
L10	N61° 59' 06"W	200.13'
L11	N3° 56' 24"E	249.51'



I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 350 , PAGE 325); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK REFERENCES ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS (GNSS IF DUAL CONSTELLATIONS ARE USED) SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: .12' @ 95%
TYPE OF GPS FIELD PROCEDURE: REAL-TIME GNSS
DATES OF SURVEY: APRIL/MAY 2023
DATUM/EPOCH: NAD83(2011)
PUBLISHED/FIXED-CONTROL USE: BIKE (EZ2788)
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99993112
UNITS: US SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION (f)(11)(c.)(1.), THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF March AD 2025

PROFESSIONAL LAND SURVEYOR L-4586

SEAL L-4586 LAND SURVEYOR JAMES WESLEY HUGGINS

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY IS SUBJECTED TO ANY SUCH FACTS OR EASEMENTS WHICH MAY BE DISCOVERED BY A FULL AND ACCURATE TITLE SEARCH.
2. UNDERGROUND UTILITIES WERE NOT LOCATED ON THIS SURVEY. ANY SUCH UTILITIES SHOWN SHOULD BE CONSIDERED FOR ILLUSTRATION PURPOSES ONLY.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SPECIFIED.
4. ALL LINEAR DIMENSIONS HEREON ARE SHOWN IN FEET AND DECIMALS OF A FOOT.
5. AREA DETERMINED BY COORDINATE METHOD.
6. THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF THE FILING. A LISTING OF TECHNICAL REPORTS USED TO PREPARE THIS PLAT ARE AVAILABLE IN THE BROWNFIELDS AGREEMENT FOR THIS PROPERTY.
7. THIS SURVEY IS BASED ON AN UNRECORDED BOUNDARY SURVEY PERFORMED BY THIS SURVEYOR DATED 04/24/18 FOR THE TOWN OF CHAPEL HILL AND A SURVEY PERFORMED UNDER THIS SURVEYOR'S SUPERVISION BY DAVID J. FERRARO, PLS AND DATED 04/28/23. EXISTING PROPERTY CORNERS VERIFIED AS OF OCTOBER 18, 2023.
8. SAMPLING LOCATION AND DATA INFORMATION WAS PROVIDED BY HART AND HICKMAN, PC OF RALEIGH, NC 27607 ON OCTOBER 27, 2023..
9. THE EXCAVATION/CONSTRUCTION EXCLUSION AREA INFORMATION WAS PROVIDED BY HART AND HICKMAN, PC OF RALEIGH, NC 27607 ON FEBRUARY 15, 2024.
10. THE EDGE OF WATER FOR BOLIN CREEK WAS FIELD LOCATED ON APRIL 17TH AND 18TH 2023.
11. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP PANEL 3710978900J DATED FEBRUARY 2, 2007. FLOOD HARZARD LINES SHOWN ON SURVEY WERE ACQUIRED FROM THE NORTH CAROLINA FLOOD RISK INFORMATION SYSTEM.
12. SUBJECT PROPERTY IS ZONED R-2
    SETBACKS REQ.:
    STREET: 26'
    SIDE: 11'
    SOLAR: 13'
    WIDTH: 65'
    MIN AREA: 10,000 S.F

HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

RECORDING THIS PLAT DOES NOT REQUIRE SUBDIVISION APPROVAL OF THE TOWN OF CHAPEL HILL AS PROVIDED IN SECTION 4.6.1 OF THE CHAPEL HILL LAND USE MANAGEMENT ORDINANCE

Town of Chapel Hill Planning Department — Date

REVIEW OFFICER'S CERTIFICATE
ORANGE COUNTY, NORTH CAROLINA

I, _____, REVIEW OFFICER OF THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

REVIEW OFFICER — DATE

LEGEND
- EIP - EXISTING IRON PIPE
- SIP - SET IRON PIPE
- CP - COMPUTED POINT
- R/W - RIGHT-OF-WAY

LINETYPE LEGEND
- BROWNFIELDS PROPERTY LINE
- ADJOINING PROPERTY LINE/R/W
- EDGE OF PAVEMENT (EOP)
- EDGE OF WATER
- TOP OF BANK
- STORM DRAIN LINE
- FENCE LINE AS NOTED
- ECEA — EXCAVATION/CONSTRUCTION EXCLUSION AREA

0 100 200 300 400
1" = 100'

REFERENCES:
DB 350/325 PB 5/55
DB 161/77 PB 10/34
DB 213/882 PB 14/23
DB 237/804 PB 31/22
DB 401/182 PB 35/74
DB 528/525 PB 39/92
DB 1077/321 PB 42/19
DB 1222/381 PB 47/12
DB 2018/90 PB 48/164
DB 2885/870 PB 51/132
DB 4554/328 PB 68/49
DB 5646/330 PB 101/87
DB 5808/154 PB 118/200

REVISIONS:
1. DEO COMMENTS 04/01/24
2. DEO COMMENTS 08/07/24

SHEET 1 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B
TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY	JAMES W. HUGGINS, PLS	SCALE	1" = 100'
DATE:	4/28/2023	PIN:	9789-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514

BK 6875 PG 280 DOC# 30115844
Book 6875

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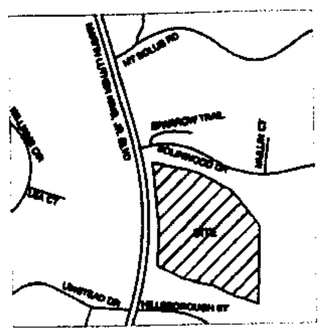
I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

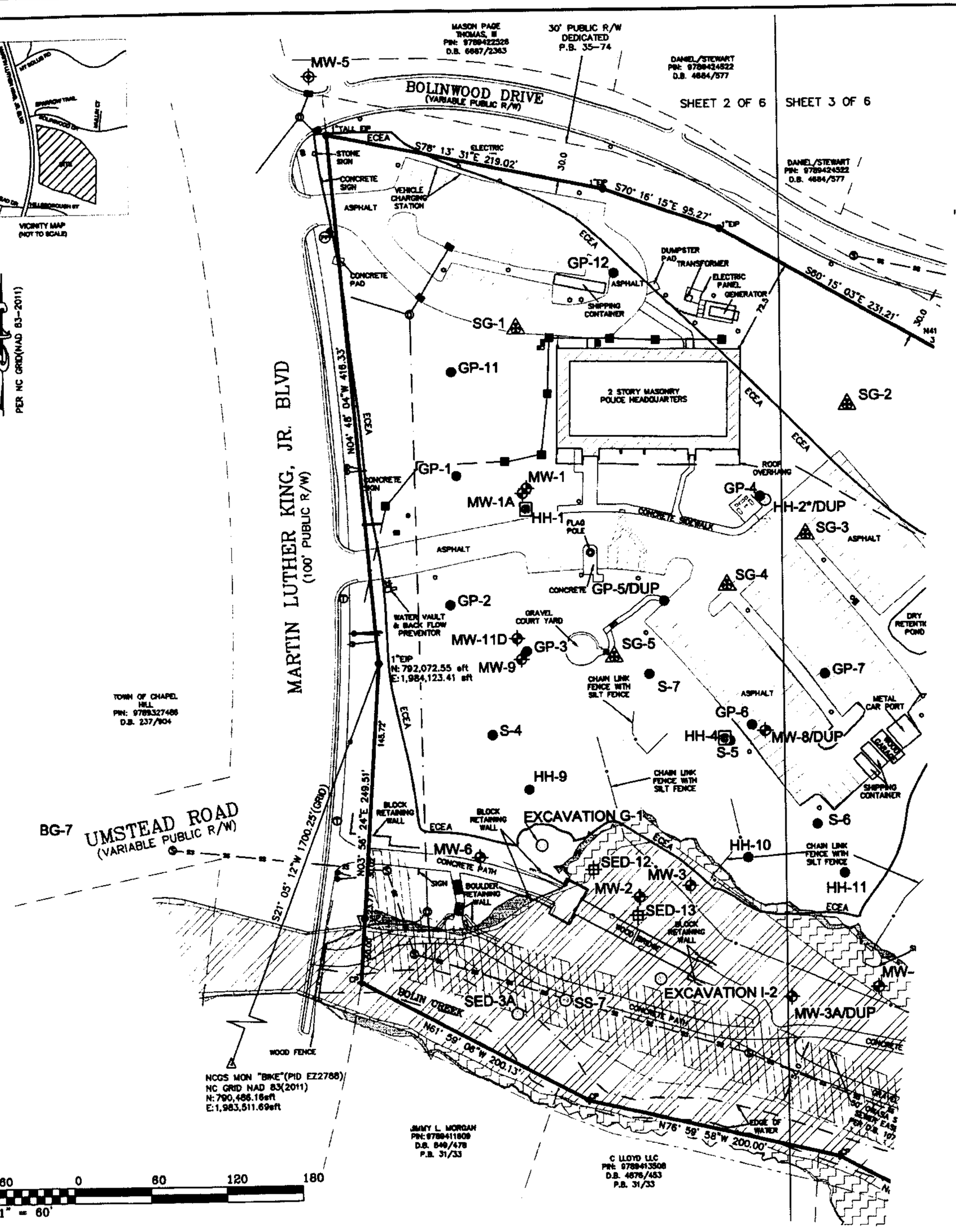
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF MARCH AD 2025

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-4586 JAMES WESLEY HUGGINS

L-4586



PER NC GRID(NAD 83-2011)



SAMPLE LOCATION LEGEND

- GROUNDWATER SAMPLE LOCATION
- SOIL SAMPLE LOCATION
- CO-LOCATED GROUNDWATER AND SOIL SAMPLE LOCATION
- SPLP CCP SAMPLE LOCATION
- CCP SAMPLE LOCATION
- DRAINAGE PATHWAY SOIL SAMPLE LOCATION
- EXTERIOR SOIL GAS SAMPLE LOCATION
- SURFACE WATER SAMPLE LOCATION

LEGEND

- EIP - EXISTING IRON PIPE
- CP - COMPUTED POINT
- STORMWATER JUNCTION BOX
- CURB INLET
- YARD INLET
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- GUY POLE
- HAND BOX
- UTILITY POLE
- FIRE HYDRANT
- CLEAN OUT
- LIGHT POLE
- sft - US SURVEY FOOT
- D.B. - DEED BOOK
- P.B. - PLAT BOOK

LINETYPE LEGEND

- BROWNFIELDS PROPERTY LINE
- ADJOINING PROPERTY LINE/TIE
- CURB LINE/ EDGE OF PAVEMENT
- EDGE OF WATER
- FENCE LINE AS NOTED
- STORM DRAIN LINE
- ECEA - EXCAVATION/CONSTRUCTION EXCLUSION AREA

HATCH LEGEND

- SANITARY SEWER EASEMENT
- FLOODWAY BOUNDARY
- FLOOD HAZARD ZONE AE
- 0.2% ANNUAL CHANCE FLOOD HAZARD

REFERENCES:
DB 350/325 PB 5/55
DB 191/77 PB 10/34
DB 213/862 PB 14/23
DB 237/904 PB 31/32
DB 401/162 PB 35/74
DB 526/325 PB 39/82
DB 1077/321 PB 42/19
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DB 2018/90 PB 48/184
DB 2885/570 PB 51/132
DB 4684/288 PB 88/48
DB 5849/330 PB 101/87
DB 5908/154 PB 110/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 08/07/24

SHEET 2 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B

TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY:	JAMES W. HUGGINS, PLS	SCALE:	1" = 60'
DATE:	4/28/2023	PIN:	9789-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514

BK 6875 PG 281 DOC# 30115844

Book 6875

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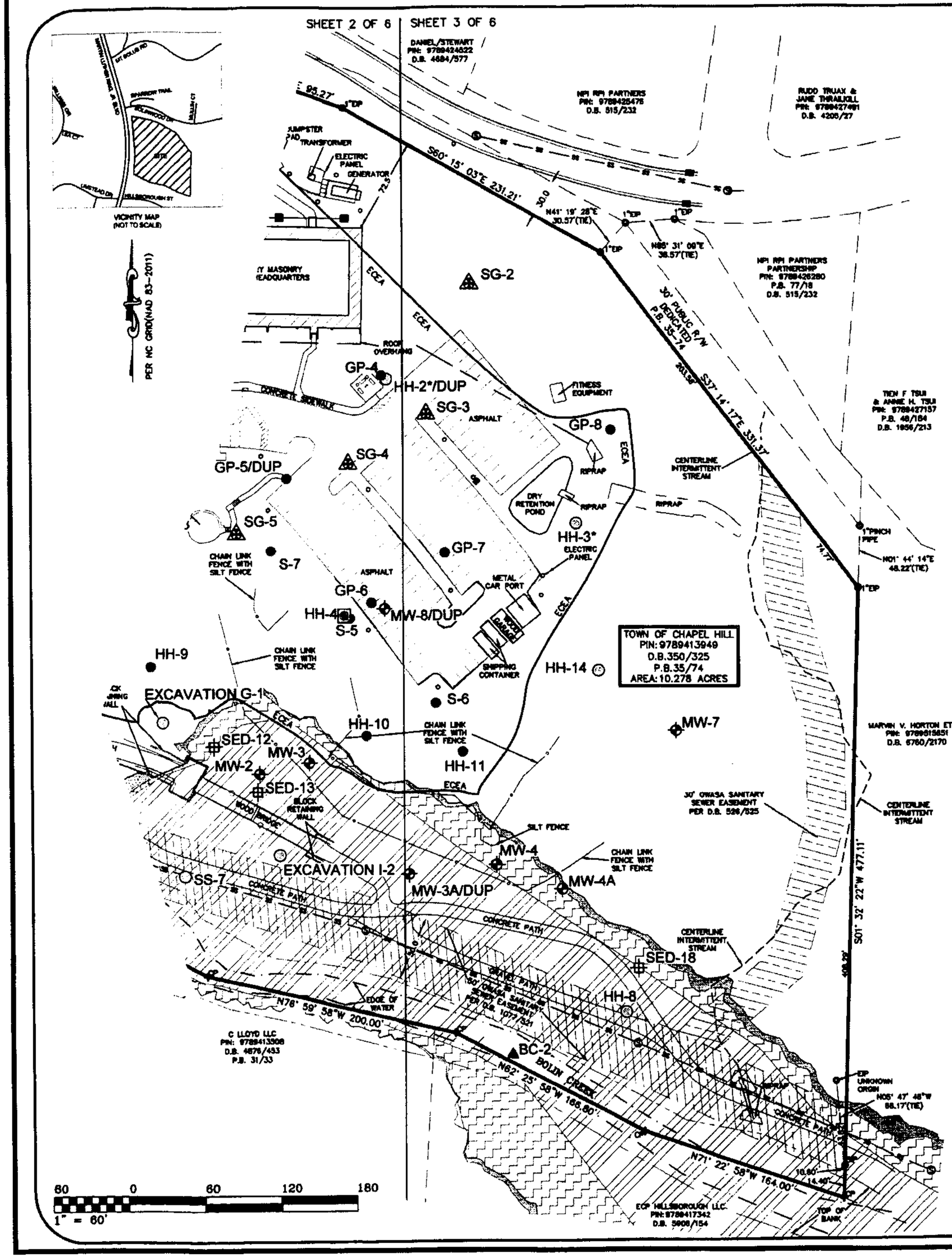

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WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF March AD 2025

PROFESSIONAL LAND SURVEYOR L-4586

NORTH CAROLINA PROFESSIONAL SEAL L-4586 LAND SURVEYOR JAMES WESLEY HUGGINS

LEGEND

- EIP - EXISTING IRON PIPE
- CP - COMPUTED POINT
- STORMWATER JUNCTION BOX
- CURB INLET
- YARD INLET
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
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- EXTERIOR SOIL GAS SAMPLE LOCATION
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- SANITARY SEWER EASEMENT
- FLOODWAY BOUNDARY
- FLOOD HAZARD ZONE AE
- 0.2% ANNUAL CHANCE FLOOD HAZARD

REFERENCES:

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DB 401/162	PB 35/74
DB 526/325	PB 39/92
DB 1077/521	PB 43/19
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DB 2016/90	PB 48/184
DB 2899/570	PB 51/132
DB 4054/208	PB 68/48
DB 5649/330	PB 101/97
DB 5908/154	PB 116/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

SHEET 3 OF 5

Town of *Chapel Hill*
ENGINEERING AND DESIGN SERVICES

EXHIBIT B

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BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

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BK 6875 PG 282 DOC# 30115844
Book 6875

Exhibit 2

Brownfields Property Name: Chapel Hill Police Property
Brownfields Project Number: 23022-19-068

The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels as reported in the Environmental Reports in paragraph 4 of the Brownfields Agreement to which this is an exhibit, the maximum and/or the most recent concentrations 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, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version)

On-site Monitoring Wells:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Aluminum	MW-1	5/03/2013	5,600	5/03/2013	5,600	NSE
	MW-2	6/20/2013	16,000	6/20/2013	16,000	
Antimony	MW-1	5/03/2013	5.4	11/10/2016	<0.5	1
Arsenic	MW-1	5/26/2015	110	4/09/2019	22.9	10
	MW-1A	5/26/2019	10	8/31/2022	27	
	MW-3	8/13/2014	51	8/13/2014	51	
	MW-3A	5/26/2015	42	8/30/2022	0.38 J	
	MW-4	2/05/2014	140	2/05/2014	140	
Barium	MW-1	4/03/2019	1,730	4/09/2019	1,730	700
	MW-1A	9/26/2019	1,040	8/31/2022	852	
	MW-2	6/20/2013	1,100	6/20/2013	1,100	
	MW-3	8/13/2014	830	8/30/2014	830	
	MW-3A	5/26/2015	770	8/30/2022	67.5	
	MW-4	2/05/2014	6,500	2/05/2014	6,500	
Beryllium	MW-1	2/18/2016	11.0	4/09/2019	<0.1	4
	MW-2	6/20/2013	5.5	6/20/2013	5.5	
Chromium, Hexavalent	MW-2	8/13/2014	30 HT	8/13/2014	30 HT	NSE
	MW-4A	8/31/2022	0.303	8/31/2022	0.303	
Chromium, Total	MW-1	2/18/2016	109	4/9/2019	<0.5	10
	MW-2	8/13/2014	78	8/13/2014	78	
	MW-3A	5/26/2015	460	8/30/2022	<1.0	
	MW-4	2/05/2014	930	2/05/2014	930	
	MW-6	11/09/2016	29	8/30/2022	0.58	
Cobalt	MW-1	2/18/2016	78	4/9/2019	1.8	1
	MW-1A	9/26/2019	1.2	8/31/2022	0.40 J	
	MW-2	6/20/2013	23	6/20/2013	23	
	MW-6	9/26/2019	4.0	8/31/2022	2.7	
	MW-9	8/31/2022	5.3	8/31/2022	5.3	
Copper	MW-2	6/20/2013	1,200	6/20/2013	1,200	1,000
Iron	MW-1	5/03/2013	6,500	5/03/2013	6,500	300
	MW-2	6/20/2013	13,000	6/20/2013	13,000	
Lead	MW-1	5/26/2015	61	11/10/2016	10	15
	MW-2	6/20/2013	27	6/20/2013	27	
	MW-3	8/13/2014	30	8/13/2014	30	
	MW-3A	5/26/2015	89	11/9/2016	<5.0	
	MW-4	2/05/2014	290	2/05/2014	290	
Lithium	MW-1A	8/31/2022	110	8/31/2022	110	NSE
	MW-3A	9/6/2022	20.3	9/6/2022	20.3	
	MW-4A	8/31/2022	0.58 J	8/31/2022	0.58 J	
	MW-6	8/30/2022	1.7 J	8/30/2022	1.7 J	
	MW-7	8/31/2022	2.1 J	8/31/2022	2.1 J	
	MW-8/Dup	8/31/2022	2.8/2.8	8/31/2022	2.8/2.8	
	MW-9	8/31/2022	10.5	8/31/2022	10.5	
	MW-11D	8/31/2022	51.6	8/31/2022	51.6	
Manganese	MW-1	2/18/2016	9,600	4/09/2019	3,090	50
	MW-1A	9/26/2019	2,420	8/31/2022	1,380	
	MW-2	6/20/2013	1,200	6/20/2013	1,200	
	MW-3A	8/30/2022	664	8/30/2022	664	
	MW-4A	11/09/2016	140	8/31/2022	102	
	MW-6	11/09/2016	2,300	8/30/2022	1,430	
Manganese	MW-7	11/14/2016	140	8/31/2022	12.8	50
	MW-8/Dup	9/26/2019	4,880	8/31/2022	3,610/3,720	
	MW-9	8/12/2020	5,430	8/31/2022	5,220	
Mercury	MW-4	2/05/2014	1.4	2/05/2014	1.4	1
Molybdenum	MW-1A	8/31/2022	0.79 J	8/31/2022	0.79 J	NSE
	MW-3A	8/30/2022	0.83 J	8/30/2022	0.83 J	
	MW-4A	8/31/2022	0.21 J	8/31/2022	0.21 J	
	MW-7	8/31/2022	0.18 J	8/31/2022	0.18 J	
	MW-8/Dup	8/31/2022	0.90 J/0.82 J	8/31/2022	0.90 J/0.82 J	
	MW-9	8/31/2022	0.33 J	8/31/2022	0.33 J	
	MW-11D	8/30/2022	4.8	8/30/2022	4.8	
Selenium	MW-1	11/10/2016	23	4/3/2019	<0.5	20
	MW-3A	11/09/2016	52	8/30/2022	7.0	
	MW-4	2/05/2014	99	2/05/2014	99	
	MW-6	11/09/2016	20	8/30/2022	<2.0	
Strontium	MW-1	4/03/2019	4,710	4/09/2019	4,710	2,000
	MW-1A	9/26/2019	6,360	8/31/2022	2,500	
	MW-3A	4/04/2019	2,950	8/30/2022	2,530	
	MW-9	8/31/2022	2,720	8/31/2022	2,720	
Sulfate	MW-3A	8/30/2022	290,000	8/30/2022	290,000	250,000
Thallium	MW-3A/Dup	11/09/2016	5.43/5.31	8/30/2022	<0.05	2
Vanadium	MW-1	2/18/2016	260	11/10/2016	92	7
	MW-2	6/20/2013	71	6/20/2013	71	
Zinc	MW-2	6/20/2013	2,200	6/20/2013	2,200	1,000

Groundwater wells MW-1, MW-1A, MW-2 (temporary and abandoned), MW-4, MW-8, and MW-9 screen groundwater within the fill area; wells MW-3 (abandoned), MW-3A, MW-6 (abandoned), and MW-4A screen groundwater downgradient of the fill area; wells MW-5, MW-7, and MW-11D screen groundwater in the shallow bedrock aquifer with MW-5 upgradient of the fill area just offsite, MW-7 located east of the fill area, and MW-11D screening the upper bedrock aquifer below the fill area near well MW-9.

Groundwater data on this table exclude filtered sample results. Groundwater results for wells MW-1, MW-3, MW-3A, MW-4, and MW-4A collected in 2015 and earlier are likely influenced by high turbidity in the samples.

HT – Sample received and analyzed outside of holding time
J – estimated value between the method detection limit and the laboratory reporting limit
NSE – No standard established

Off-site Upgradient Monitoring Well MW-5:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Lithium	MW-5	8/30/2022	2.0 J	8/30/2022	2.0 J	NSE
Manganese	MW-5	8/30/2022	614	8/30/2022	614	50
Molybdenum	MW-5	8/30/2022	0.18 J	8/30/2022	0.18 J	NSE
Selenium	MW-5	11/09/2016	23	8/30/2022	<2.0	20

SPLP RESULTS FROM COAL COMBUSTION PRODUCT (CCP)

SPLP results from coal combustion product samples, in micrograms per liter (the equivalent of parts per billion), compared against the standards that are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

SPLP Potential Contaminant	Sample Location	Sample Depth (ft)	Date of Sampling	Leachate Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Antimony	HH-2	2-3	11/03/2016	3.9J	1
	HH-4	4-5	11/03/2016	3.1J	
Arsenic	HH-3	2-3	11/03/2016	18J	10
Barium	HH-2/Dup	2-3	11/03/2016	830/1,300	700
	HH-3	2-3	11/03/2016	740	
Cobalt	HH-3	2-3	11/03/2016	4.6J	1
Lead	HH-3	2-3	11/03/2016	45	15
Manganese	HH-2	2-3	11/03/2016	69	50
	HH-3	2-3	11/03/2016	290	
Selenium	HH-1	7-8	11/03/2016	130	20
	HH-2/Dup	2-3	11/03/2016	33J/35J	
	HH-3	2-3	11/03/2016	28J	
	HH-4	4-5	11/03/2016	31J	
Strontium	HH-1	7-8	11/03/2016	2,300	2,000
Vanadium	HH-2/Dup	2-3	11/03/2016	16J/2.6J	7
	HH-3	2-3	11/03/2016	23	

SPLP – Synthetic Precipitation Leaching Procedure

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[1] (mg/kg)
Arsenic	BG-7	2-3	4/09/2019	3.08	3.0
	Excavation O-1	2-3	4/16/2020	3.68	
	Excavation I-2	1-2	4/8/2020	3.65	
	HH-1/Dup	0-1	11/03/2016	5.9/3.4	
	HH-2	0-1	11/03/2016	4.9	
	HH-3	0-1	11/03/2016	9.9	
	HH-8	0-1	11/03/2016	3.6	
	SED-3A	0-1	4/05/2019	3.45	
	SB-7	0.2-1	2/18/2016	3.1	
p-Isopropyltoluene	HH-14	0-2	9/6/2022	0.0065J	NSE
Thallium	MW-5	6-7	11/02/2016	2.3	2.3

[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.
Well MW-5 is just upgradient of, and not on, the Brownfields Property; hence it serves as a background well.

COAL COMBUSTION PRODUCT (CCP)

Coal combustion product contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Coal Combustion Product Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	GP-1	8-12	2/2/2014	3.5	3.0
	GP-2	20-28	2/2/2014	41	
	GP-3	10-12	2/3/2014	48	
	GP-4	10-12	2/4/2014	59	
	GP-5	4-6	2/4/2014	72	
	GP-5/Dup	4-6	4/8/2019	95.5/95.9	
	GP-6	8-11	2/4/2014	65	
	GP-6	9-10	4/9/2019	6.73	
	GP-7	10-12	2/4/2014	55	
	GP-8	11-13	2/4/2014	54	
	GP-11	4-6	2/4/2014	16	
	GP-12	2-4	2/4/2014	52	
	HH-9	0-1	4/03/2019	3.37	
	HH-10	0-1	4/02/2019	69.3	
	HH-11	0-1	4/03/2019	42.5	
	S-4	1	4/09/2019	14	
	S-5	0-4	1/31/2014	37	
	S-6	0-4	1/31/2014	43	
	S-7	0-4	1/31/2014	44	
Mercury	GP-6	9-11	2/4/2014	11	9.7

[1] Coal combustion residual material was identified in the upper level of the Brownfields Property, Exposure Unit No. 1, and in the embankment, Exposure Unit No. 3. Samples identified as a mixture of soil and coal combustion residual material are included in this table.
[2]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.

DRAINAGE PATHWAY SOIL

Drainage pathway soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Drainage Pathway Soil Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	SED-12	0-0.2	8/27/2019	4.73	3.0
	SED-12	0.2-0.5	4/05/2019	3.97	
	SED-13	0-0.2	8/27/2019	12.4	
	SED-13	0.2-0.5	4/05/2019	14.5	
	SED-18	0.2-0.5	4/05/2019	4.53	

[1]The soils identified as Drainage Pathway Soil were collected from the lower level of the Brownfields Property adjacent to Bolin Creek, also referred to as Exposure Unit No. 2.
[2]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.

EXTERIOR SOIL GAS

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management (February 2024 version):

Exterior Soil Gas Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Screening Level (µg/m³)	Non-Residential Screening Level[1] (µg/m³)
4-Ethyltoluene	SG-2	9/1/2022	2.1 J	NSE
Trichlorofluoromethane	SG-1	9/2/2022	3.0 J	NSE
	SG-2	9/1/2022	3.1 J	
	SG-3	9/1/2022	3.0 J	
	SG-4	9/1/2022	2.5 J	
	SG-5	9/2/2022	2.5 J	

[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
Acetone was detected in every exterior soil gas sample collected; however, because acetone is a common analytical laboratory introduced compound, the Soil Gas Screening Level (SGSL) for acetone is no longer being published. The most recent Residential SGSL for acetone was 220,000 µg/m³ and none of the detected concentrations exceed this limit. Therefore, acetone data is not summarized on this table, but remain available in the reports related to this Brownfields Property.

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 26, 2021 version):

Surface Water Contaminant	Sample Location	Most Recent Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard[1] (µg/L)
Manganese[2]	BC-2	6/20/2013	100	50[3]

[1]When a NCAC 2B standard has not been developed for a contaminant, the EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health, or the North Carolina In-Stream Target Values for Surface Waters (July 22, 2021 version) are used for comparison purposes.
[2]EPA approved the removal of NC human health standards as part of the 2007-2016 Triennial review due to high natural occurrence of manganese in NC surface waters.
[3]EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health

I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND, OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31st DAY OF March AD 2025

SEAL L-4586 PROFESSIONAL LAND SURVEYOR L-4586

REFERENCES:
DB 300/285 PB 8/85
DB 101/77 PB 10/34
DB 213/502 PB 14/23
DB 537/604 PB 31/33
DB 401/102 PB 36/74
DB 886/525 PB 38/92
DB 1077/521 PB 42/10
DB 1222/301 PB 47/12
DB 5000/90 PB 48/164
DB 5068/570 PB 51/132
DB 4084/386 PB 66/48
DB 5940/330 PB 101/97
DB 5968/164 PB 116/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

SHEET 4 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B
TO THE NOTICE OF BROWNFIELDS PROPERTY – SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY: JAMES W. HUGGINS, PLS	SCALE: NOT TO SCALE
DATE: 4/28/2023	FILE: 9789-41-3849
DRAWN BY: JH/DJF/TJ	FILE NAME: CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER: TOWN OF CHAPEL HILL, 405 MARTIN LUTHER KING JR BLVD, CHAPEL HILL, NC 27514	SITE ADDRESS: 828 MARTIN LUTHER KING JR BLVD, CHAPEL HILL, NC 27514

BK 6875 PG 283 DOC# 30115844
Book 6875

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 or 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 Orange 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 13 of the Brownfields Agreement, and all paragraph letters/numbers are the same as those used in the Brownfields Agreement. 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 Use

a. No use may be made of the Brownfields Property other than for a municipal service center, office, retail, recreational, associated parking, and transit uses, and with prior written approval from DEQ, 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. "Municipal Service Center" is defined as a place where the local government houses various town services, including, but not limited to, security and emergency services such as police station and related services.

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

iii. "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, and the sales of food and beverage products, including from mobile establishments such as food trucks.

iv. "Recreational" is defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, clubhouses, sports-related courts and fields, amphitheater, structured covering, open space, greenways, parks, walking paths, and picnic and public gathering areas.

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

vi. "Transit" is defined as any use for a public transportation system and network (including pedestrian and bicycle trails and facilities) and the facilities incident or necessary for the safe, convenient, effective, and efficient construction, operation, maintenance, repair, and replacement of such system, including platforms, shelters, waiting areas, walkways, offices, vendor kiosks, and other such transportation-related improvements.

vii. "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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. The Brownfields Property may not be used for residential use without the prior written approval of DEQ.

d. No disturbance of soil, excavation, or utility line installation, may occur in the area denoted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below as "Excavation/Construction Exclusion Area" until such time that: 1) the remedy design and implementation work to be performed referenced in paragraph 11 above has been completed to DEQ's written satisfaction; or 2) that impacted material is removed/remediated or otherwise shown to DEQ's advance written satisfaction to be suitable for waiving of said enclosed structure/excavation/construction exclusion by way of alternative measures such as monitoring, engineering controls, and/or delineation. For purposes of this restriction, parking with open air ventilation is not considered an enclosed structure. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan or DEQ Brownfields approved Environmental Management Plan required by subparagraph 13.e. below.

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 contamination identified in paragraph 3 above;

iii. contingency plans for addressing, including without limitation the testing of soil, CCPs, and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination);

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the proper disposition and handling of any soil, CCPs, or mixed soil and CCPs excavated from the Brownfields Property during redevelopment; and

v. stormwater run-on and run-off controls pursuant to applicable local and State permitting requirements.

Redevelopment Summary Report

f. Within 90 days 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 VI: 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).

Demolition Activities

g. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

Groundwater

h. 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 13.a. above while fully protecting public health and the environment, except for the periodic monitoring of groundwater in downgradient wells MW-3A, MW-4A, and MW-6 before and after the installation of the final remedy for the structural fill in accordance with a written plan and schedule prepared to DEQ's prior written satisfaction. 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 13.e., or a plan approved in writing in advance by DEQ.

i. Groundwater 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.

Soil

j. No activity that disturbs soil, CCPs, or mixed soil and CCPs 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 13.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 18 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 to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.e.

k. No use other than the on-property uses of the Brownfields Property as of the effective date of this Agreement 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, approved engineered cap or approved engineered earth retention system (e.g., retaining wall) as specified in paragraph 11 above, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

l. 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 subparagraph 13.e.

m. The Brownfields Property may not be used for community garden purposes unless said garden is constructed entirely within raised beds so as not to disturb the engineered cap, CCPs, or CCP-impacted soil, unless compliance with this land use restriction is waived in writing in advance by DEQ.

n. No new building may be constructed nor occupied on the Brownfields Property, without the prior written approval of DEQ, except in areas where an underlying geotextile material and an engineered cap consisting of a minimum of two feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing), and an engineered earth retention system in accordance with the DEQ-approved design plans referenced in paragraph 11 and subparagraph 13.d. above, or another cover approved in writing in advance by DEQ, is installed to DEQ's written satisfaction such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 13.a. above and that public health and the environment are fully protected, and that said engineered cap and engineered earth retention system shall be monitored, maintained, and left undisturbed other than through normal use.

o. When structural fill, including CCP and CCP-impacted soil, at the Brownfields Property is capped and contained behind an earth retention system as specified in paragraph 11 above, a written report as described in subparagraph 11.b. above verifying the installation of the engineered cap and engineered earth retention system, confirming the compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the engineered cap, cap materials, and/or earth retention system in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse shall be submitted to DEQ no later than 30 days following installation. The report shall also contain a plan for the inspection and maintenance of the remedy components. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies.

Property Access

p. 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.

Abandonment of Monitoring Wells

q. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, whichever occurs first, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property, except those wells required for monitoring purposes as noted in subparagraph 13.h. above and as identified as downgradient monitoring wells MW-3A, MW-4A, and MW-6 in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

Damage to Wells

r. Except for the work related to subparagraph 13.q. above, the owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, the owner shall be responsible for repair of any such wells 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

s. 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 Orange County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (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 may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies 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 XVII (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 XVII.

Separating Old from New Contamination

t. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of 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;

ii. as constituents of products and materials customarily used and stored in municipal service center, office, retail, recreational, associated parking, transit, and with prior written approval from DEQ, 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; and

iii. 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.

Other Prohibited Uses

u. The Brownfields Property may not be used for ground-contact sports of any kind, including, but not limited to, golf, football, soccer, and baseball unless such ground-contact sports are solely conducted in areas that have been addressed to DEQ's prior written satisfaction in accordance with the remedy described in paragraph 11.

v. The Brownfields Property may not be used for kennels, dog parks, private animal pens or horse-riding unless approved in writing in advance by DEQ.

w. The Brownfields Property may not be used for agriculture or grazing, without the prior written approval of DEQ.

Land Use Restriction Update

x. During January of each year after the year in which the Notice referenced below in paragraph 17 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 Orange County, certifying that, as of said January 1st the Notice of Brownfields Property containing these land use restrictions remains recorded at the Orange County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. 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. the data acquired from periodic monitoring of downgradient wells MW-3A, MW-4A, and MW-6 referenced in subparagraph 13.h. above for a period of time before and following the completion of the final remedy that is consistent with a groundwater monitoring work plan, including a schedule, that has been prepared to DEQ's written satisfaction;

iv. whether any engineered soil caps and retaining walls installed pursuant to subparagraph 13.n. above are being maintained such that they are intact, uncompromised, in good condition, and continuing to serve as barriers to the CCPs, and impacted soil contamination in relation to which they were installed; and

v. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lease notification requirements in paragraphs 18 and 19 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE EXISTING STREET.

WITNESS MY SIGNATURE AND SEAL THIS THE 31st DAY OF March AD 2025

SURVEYOR L-4586

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

BRUCE NICHOLSON, CHIEF
BROWNFIELDS REDEVELOPMENT SECTION
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
COUNTY OF WAKE

DATE

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 08/07/24

SHEET 5 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B
TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY:	JAMES W. HUGGINS, PLS	SCALE:	NOT TO SCALE
DATE:	4/28/2023	PIN:	9788-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514

BK 6875 PG 284 DOC# 30115844

Book 6875

EXHIBIT C
LEGAL DESCRIPTION

BEGINNING AT AN EXISTING IRON PIPE ON THE EAST RIGHT OF WAY OF MARTIN LUTHER KING, JR. BOULEVARD, SAID IRON PIPE ALSO BEING LOCATED NORTH 21°05'12" EAST A GRID DISTANCE OF 1,700.25' OF NCGS MONUMENT "BIKE" (PID EZ2788); THENCE WITH SAID RIGHT OF WAY NORTH 04°48'04" WEST A DISTANCE OF 416.33' TO AN IRON PIPE AT THE INTERSECTION OF THE SAID RIGHT OF WAY AND THE RIGHT OF WAY OF BOLINWOOD DRIVE; THENCE WITH THE RIGHT OF WAY OF BOLINWOOD DRIVE SOUTH 78°13'31" EAST A DISTANCE OF 219.02' TO AN IRON PIPE; THENCE WITH SAID RIGHT OF WAY SOUTH 70°16'15" EAST A DISTANCE OF 95.27' TO AN IRON PIPE; THENCE SOUTH 60°15'03" EAST A DISTANCE OF 231.21' TO AN IRON PIPE; THENCE SOUTH 37° 14'17" EAST A DISTANCE OF 331.37' TO AN IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY AND WITH THE COMMON LINE OF MARTIN V. HORTON ET AL SOUTH 01°32'22" WEST A DISTANCE OF 477.11' TO A POINT IN BOLIN CREEK AND PASSING THROUGH A SET IRON PIPE WITNESS 25.00' FROM SAID POINT IN BOLIN CREEK; THENCE AND WITH BOLIN CREEK THE FOLLOWING COURSES; NORTH 71°22'58" WEST A DISTANCE OF 164.00'; NORTH 62°25'58" WEST A DISTANCE OF 166.80'; NORTH 76°59'58" WEST A DISTANCE OF 200.00'; NORTH 61°59'06" WEST A DISTANCE OF 200.13' TO A POINT ON THE EAST RIGHT OF WAY OF MARTIN LUTHER KING JR. BOULEVARD; THENCE WITH SAID RIGHT OF WAY AND PASSING THROUGH A SET IRON PIPE WITNESS AT 50.00' FROM SAID POINT NORTH 03°56'24" EAST A DISTANCE OF 249.51' TO AN IRON PIPE, THE POINT AND PLACE OF BEGINNING, CONTAINING APPROXIMATELY 447,704 SQUARE FEET OR 10.28 ACRES +/-.

EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

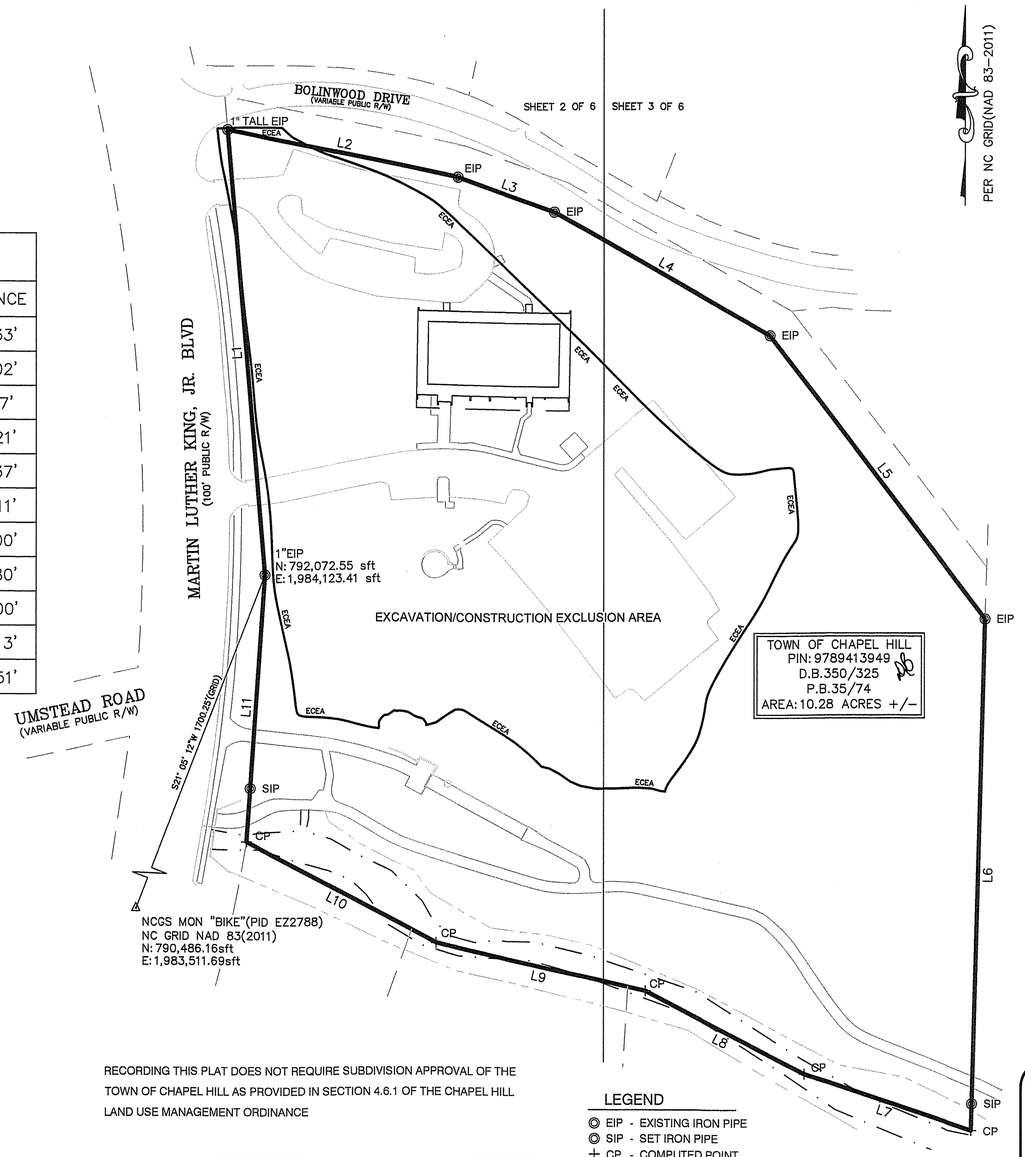
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY

BROWNFIELDS PROJECT NUMBER: 23022-19-068

OWNER & PROSPECTIVE DEVELOPER: TOWN OF CHAPEL HILL

VICINITY MAP
(NOT TO SCALE)

Parcel Line Table		
LINE#	BEARING	DISTANCE
L1	N4° 48' 04"W	416.33'
L2	S78° 13' 31"E	219.02'
L3	S70° 16' 15"E	95.27'
L4	S60° 15' 03"E	231.21'
L5	S37° 14' 17"E	331.37'
L6	S1° 32' 22"W	477.11'
L7	N71° 22' 58"W	164.00'
L8	N62° 25' 58"W	166.80'
L9	N76° 59' 58"W	200.00'
L10	N61° 59' 06"W	200.13'
L11	N3° 56' 24"E	249.51'



I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 350 , PAGE 325); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK REFERENCES ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS (GNSS IF DUAL CONSTELLATIONS ARE USED) SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: .12' @ 95%
TYPE OF GPS FIELD PROCEDURE: REAL-TIME GNSS
DATES OF SURVEY: APRIL/MAY 2023
DATUM/EPOCH: NAD83(2011)
PUBLISHED/FIXED-CONTROL USE: BIKE (EZ2788)
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99993112
UNITS: US SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION (f)(11)(c.)(1.), THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF MARCH AD 20 25

NORTH CAROLINA PROFESSIONAL SEAL L-4586 LAND SURVEYOR JAMES WESLEY HUGGINS

PROFESSIONAL LAND SURVEYOR L-4586

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY IS SUBJECTED TO ANY SUCH FACTS OR EASEMENTS WHICH MAY BE DISCOVERED BY A FULL AND ACCURATE TITLE SEARCH.
2. UNDERGROUND UTILITIES WERE NOT LOCATED ON THIS SURVEY. ANY SUCH UTILITIES SHOWN SHOULD BE CONSIDERED FOR ILLUSTRATION PURPOSES ONLY.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SPECIFIED.
4. ALL LINEAR DIMENSIONS HEREON ARE SHOWN IN FEET AND DECIMALS OF A FOOT.
5. AREA DETERMINED BY COORDINATE METHOD.
6. THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF THE FILING. A LISTING OF TECHNICAL REPORTS USED TO PREPARE THIS PLAT ARE AVAILABLE IN THE BROWNFIELDS AGREEMENT FOR THIS PROPERTY.
7. THIS SURVEY IS BASED ON AN UNRECORDED BOUNDARY SURVEY PERFORMED BY THIS SURVEYOR DATED 04/24/18 FOR THE TOWN OF CHAPEL HILL AND A SURVEY PERFORMED UNDER THIS SURVEYOR'S SUPERVISION BY DAVID J. FERRARO, PLS AND DATED 04/28/23. EXISTING PROPERTY CORNERS VERIFIED AS OF OCTOBER 16, 2023.
8. SAMPLING LOCATION AND DATA INFORMATION WAS PROVIDED BY HART AND HICKMAN, PC OF RALEIGH, NC 27607 ON OCTOBER 27, 2023..
9. THE EXCAVATION/CONSTRUCTION EXCLUSION AREA INFORMATION WAS PROVIDED BY HART AND HICKMAN, PC OF RALEIGH, NC 27607 ON FEBRUARY 15, 2024.
10. THE EDGE OF WATER FOR BOLIN CREEK WAS FIELD LOCATED ON APRIL 17TH AND 18TH 2023.
11. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP PANEL 3710978900J DATED FEBRUARY 2, 2007. FLOOD HARZARD LINES SHOWN ON SURVEY WERE ACQUIRED FROM THE NORTH CAROLINA FLOOD RISK INFORMATION SYSTEM.
12. SUBJECT PROPERTY IS ZONED R-2
    SETBACKS REQ.:
    STREET: 26'
    SIDE: 11'
    SDLAR: 13'
    WIDTH: 65'
    MIN AREA: 10,000 S.F

RECORDING THIS PLAT DOES NOT REQUIRE SUBDIVISION APPROVAL OF THE TOWN OF CHAPEL HILL AS PROVIDED IN SECTION 4.6.1 OF THE CHAPEL HILL LAND USE MANAGEMENT ORDINANCE

Town of Chapel Hill Planning Department — Date

LEGEND

- EIP - EXISTING IRON PIPE
- SIP - SET IRON PIPE
- CP - COMPUTED POINT
- R/W - RIGHT-OF-WAY

LINETYPE LEGEND

- BROWNFIELDS PROPERTY LINE
- ADJOINING PROPERTY LINE/R/W
- EDGE OF PAVEMENT (EOP)
- EDGE OF WATER
- TOP OF BANK
- STORM DRAIN LINE
- FENCE LINE AS NOTED
- ECEA — EXCAVATION/CONSTRUCTION EXCLUSION AREA

0 100 200 300 400
1" = 100'

REVIEW OFFICER'S CERTIFICATE
ORANGE COUNTY, NORTH CAROLINA

I, _____, REVIEW OFFICER OF THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

REVIEW OFFICER — DATE

Doc No: 30115845
Recorded: 04/15/2025 03:09:49 PM
Fee Amt: $21.00 Page 1 of 1
Orange County North Carolina
Mark Chilton, Register of Deeds
BK 128 PG 178 - 178 (1)

REFERENCES:

DB 350/325	PB 5/55
DB 161/77	PB 10/34
DB 213/662	PB 14/23
DB 237/904	PB 31/32
DB 401/162	PB 35/74
DB 526/525	PB 39/92
DB 1077/521	PB 42/19
DB 1222/361	PB 47/12
DB 2018/60	PB 48/184
DB 2885/570	PB 51/132
DB 4554/256	PB 68/48
DB 5849/330	PB 101/97
DB 5906/154	PB 116/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

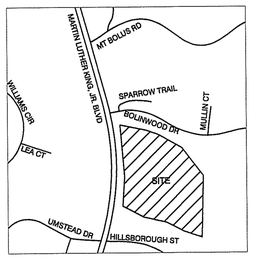
SHEET 1 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B
TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

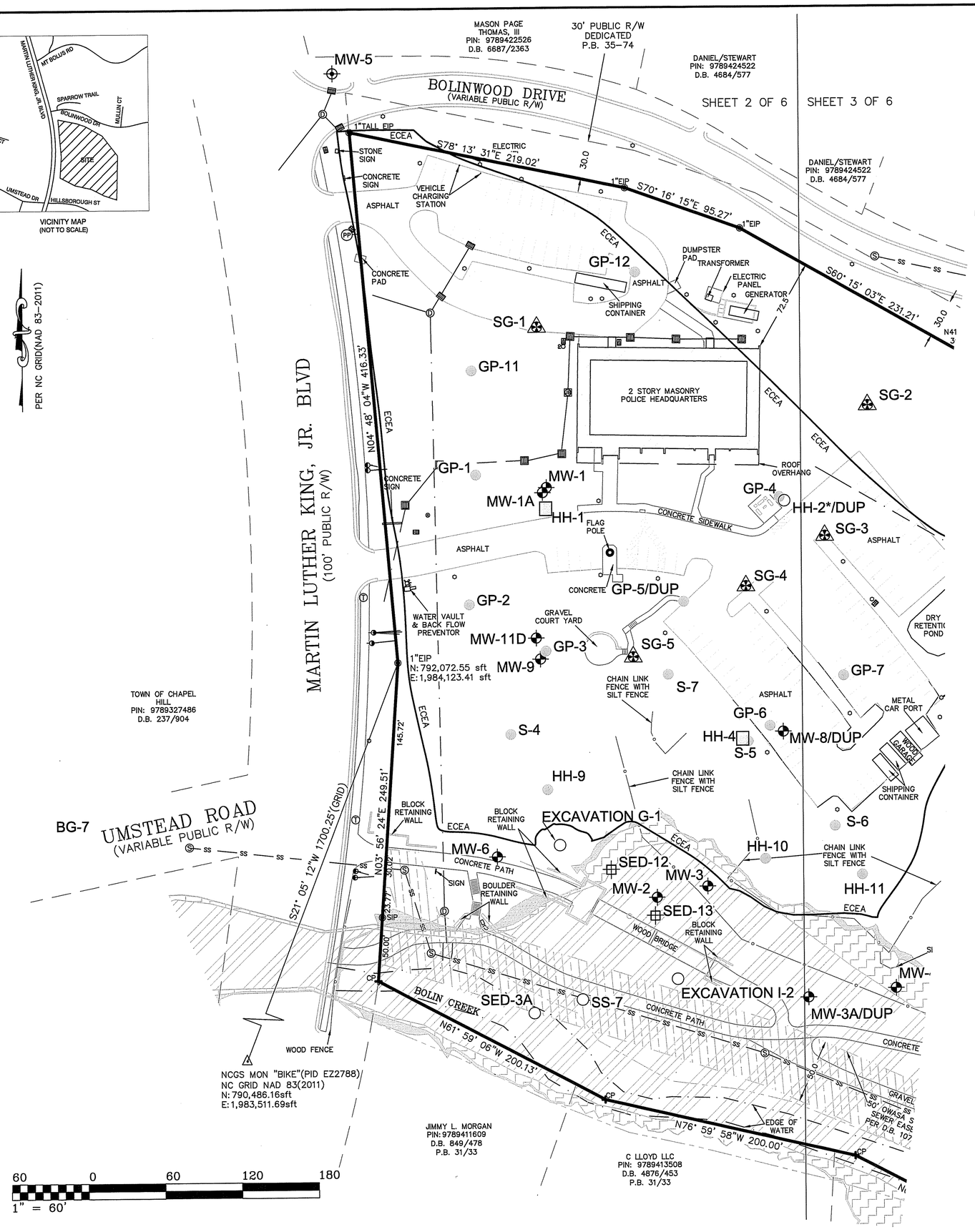
CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY:	JAMES W. HUGGINS, PLS	SCALE:	1" = 100'
DATE:	4/28/2023	PIN:	9789-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514



VICINITY MAP
(NOT TO SCALE)

PER NC GRID(NAD 83-2011)



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WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF MARCH, AD 2025

NORTH CAROLINA PROFESSIONAL SEAL L-4586 LAND SURVEYOR JAMES WESLEY HUGGINS

PROFESSIONAL LAND SURVEYOR L-4586

Doc No: 30115846
Recorded: 04/15/2025 03:09:50 PM
Fee Amt: $21.00 Page 1 of 1
Orange County North Carolina
Mark Chilton, Register of Deeds
BK 128 PG 179 - 179 (1)

SAMPLE LOCATION LEGEND

- GROUNDWATER SAMPLE LOCATION
- SOIL SAMPLE LOCATION
- CO-LOCATED GROUNDWATER AND SOIL SAMPLE LOCATION
- SPLP CCP SAMPLE LOCATION
- CCP SAMPLE LOCATION
- DRAINAGE PATHWAY SOIL SAMPLE LOCATION
- EXTERIOR SOIL GAS SAMPLE LOCATION
- SURFACE WATER SAMPLE LOCATION

LEGEND

- EIP - EXISTING IRON PIPE
- CP - COMPUTED POINT
- STORMWATER JUNCTION BOX
- CURB INLET
- YARD INLET
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- GUY POLE
- HAND BOX
- UTILITY POLE
- FIRE HYDRANT
- CLEAN OUT
- LIGHT POLE
- sft - US SURVEY FOOT
- D.B. - DEED BOOK
- P.B. - PLAT BOOK

LINETYPE LEGEND

- BROWNFIELDS PROPERTY LINE
- ADJOINING PROPERTY LINE/TIE
- CURB LINE/ EDGE OF PAVEMENT
- EDGE OF WATER
- FENCE LINE AS NOTED
- STORM DRAIN LINE
- ECEA — EXCAVATION/CONSTRUCTION EXCLUSION AREA

HATCH LEGEND

- SANITARY SEWER EASEMENT
- FLOODWAY BOUNDARY
- FLOOD HAZARD ZONE AE
- 0.2% ANNUAL CHANCE FLOOD HAZARD

REFERENCES:

DB 350/325	PB 5/55
DB 161/77	PB 10/34
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DB 5906/154	PB 116/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

SHEET 2 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B

TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

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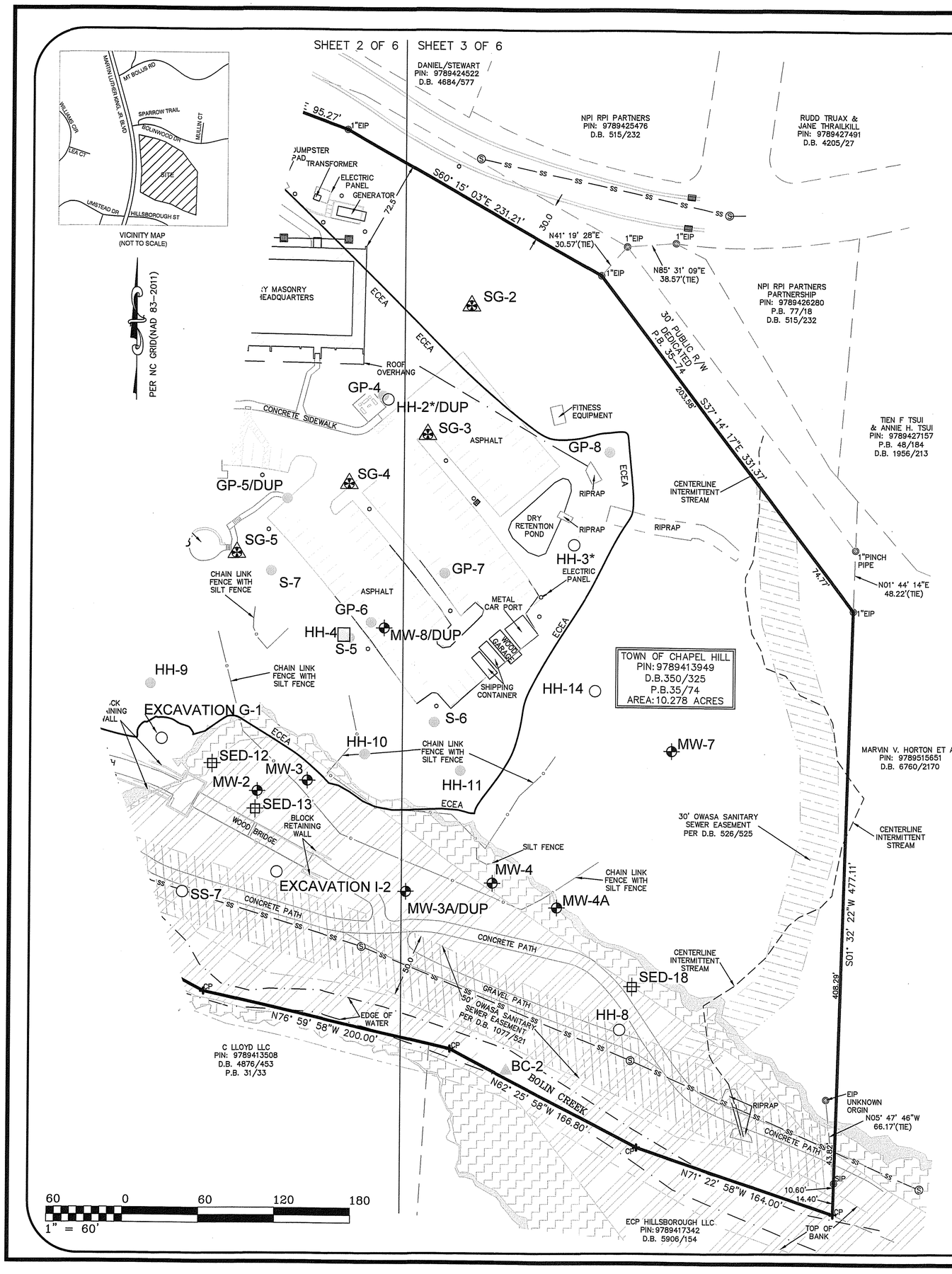

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NORTH CAROLINA PROFESSIONAL SEAL L-4586 LAND SURVEYOR JAMES WESLEY HUGGINS

PROFESSIONAL LAND SURVEYOR L-4586

Doc No: 30115847
Recorded: 04/15/2025 03:09:51 PM
Fee Amt: $21.00 Page 1 of 1
Orange County North Carolina
Mark Chilton, Register of Deeds
BK 128 PG 180 - 180 (1)

LEGEND

- EIP - EXISTING IRON PIPE
- CP - COMPUTED POINT
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- CURB INLET
- YARD INLET
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- SANITARY SEWER MANHOLE
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- HAND BOX
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- EXTERIOR SOIL GAS SAMPLE LOCATION
- SURFACE WATER SAMPLE LOCATION

HATCH LEGEND

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REVISIONS:
1. DEQ COMMENTS 04/01/24
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SHEET 3 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B

TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

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Doc No: 30115848
Recorded: 04/15/2025 03:09:52 PM
Fee Amt: $21.00 Page 1 of 1
Orange County North Carolina
Mark Chilton, Register of Deeds
BK 128 PG 181 - 181 (1)

Exhibit 2

Brownfields Property Name: Chapel Hill Police Property
Brownfields Project Number: 23022-19-068

The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels as reported in the Environmental Reports in paragraph 4 of the Brownfields Agreement to which this is an exhibit, the maximum and/or the most recent concentrations 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, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

On-site Monitoring Wells:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Aluminum	MW-1	5/03/2013	5,600	5/03/2013	5,600	NSE
	MW-2	6/20/2013	16,000	6/20/2013	16,000	
Antimony	MW-1	5/03/2013	5.4	11/10/2016	<0.5	1
Arsenic	MW-1	5/26/2015	110	4/03/2019	22.9	10
	MW-1A	9/26/2019	10	8/31/2022	37	
	MW-3	8/15/2014	51	8/15/2014	51	
	MW-3A	5/26/2015	42	8/30/2022	0.38 J	
	MW-4	2/05/2014	140	2/05/2014	140	
Barium	MW-1	4/03/2019	1,730	4/03/2019	1,730	700
	MW-1A	9/26/2019	1,040	8/31/2022	852	
	MW-2	6/20/2013	1,100	6/20/2013	1,100	
	MW-3	8/15/2014	830	8/20/2014	830	
	MW-3A	5/26/2015	770	8/30/2022	67.5	
	MW-4	2/05/2014	6,500	2/05/2014	6,500	
Beryllium	MW-1	2/18/2016	11.0	4/03/2019	<0.1	4
	MW-2	6/20/2013	5.5	6/20/2013	5.5	
Chromium, Hexavalent	MW-3	8/15/2014	30 HT	8/15/2014	30 HT	NSE
	MW-4A	8/31/2022	0.303	8/31/2022	0.303	
Chromium, Total	MW-1	2/18/2016	100	4/3/2019	<0.5	10
	MW-3	8/15/2014	78	8/15/2014	78	
	MW-3A	5/26/2015	460	8/30/2022	<1.0	
	MW-4	2/05/2014	930	2/05/2014	930	
	MW-6	11/09/2016	29	8/30/2022	0.58	
Cobalt	MW-1	2/18/2016	78	4/3/2019	1.8	1
	MW-1A	9/26/2019	1.2	8/31/2022	0.40 J	
	MW-2	6/20/2013	23	6/20/2013	23	
	MW-8	9/26/2019	4.0	8/31/2022	2.7	
	MW-9	8/31/2022	5.3	8/31/2022	5.3	
Copper	MW-2	6/20/2013	1,200	6/20/2013	1,200	1,000
Iron	MW-1	5/03/2013	6,500	5/03/2013	6,500	300
	MW-2	6/20/2013	13,000	6/20/2013	13,000	
Lead	MW-1	5/26/2015	61	11/10/2016	10	15
	MW-2	6/20/2013	27	6/20/2013	27	
	MW-3	8/15/2014	30	8/15/2014	30	
	MW-3A	5/26/2015	89	11/9/2016	<5.0	
	MW-4	2/05/2014	250	2/05/2014	250	
Lithium	MW-1A	8/31/2022	110	8/31/2022	110	NSE
	MW-3A	9/6/2022	20.3	9/6/2022	20.3	
	MW-4A	8/31/2022	0.58 J	8/31/2022	0.58 J	
	MW-6	8/30/2022	1.7 J	8/30/2022	1.7 J	
	MW-7	8/31/2022	2.1 J	8/31/2022	2.1 J	
	MW-8/Dup	8/31/2022	2.8/2.8	8/31/2022	2.8/2.8	
	MW-9	8/31/2022	10.5	8/31/2022	10.5	
	MW-11D	8/31/2022	51.6	8/31/2022	51.6	
Manganese	MW-1	2/18/2016	9,600	4/03/2019	3,090	50
	MW-1A	9/26/2019	2,420	8/31/2022	1,380	
	MW-2	6/20/2013	1,200	6/20/2013	1,200	
	MW-3A	8/30/2022	664	8/30/2022	664	
	MW-4A	11/09/2016	140	8/31/2022	102	
	MW-6	11/09/2016	2,500	8/30/2022	1,430	
Manganese	MW-7	11/14/2016	140	8/31/2022	12.8	50
	MW-8/Dup	9/26/2019	4,880	8/31/2022	3,610/3,720	
	MW-9	2/12/2020	5,430	8/31/2022	5,220	
Mercury	MW-4	2/05/2014	1.4	2/05/2014	1.4	1
Molybdenum	MW-1A	8/31/2022	0.79 J	8/31/2022	0.79 J	NSE
	MW-3A	8/30/2022	0.83 J	8/30/2022	0.83 J	
	MW-4A	8/31/2022	0.21 J	8/31/2022	0.21 J	
	MW-7	8/31/2022	0.18 J	8/31/2022	0.18 J	
	MW-8/DUP	8/31/2022	0.90 J/0.82 J	8/31/2022	0.90 J/0.82 J	
	MW-9	8/31/2022	0.33 J	8/31/2022	0.33 J	
	MW-11D	8/30/2022	4.8	8/30/2022	4.8	
Selenium	MW-1	11/10/2016	23	4/3/2019	<0.5	20
	MW-3A	11/09/2016	52	8/30/2022	7.0	
	MW-4	2/05/2014	99	2/05/2014	99	
	MW-6	11/09/2016	20	8/30/2022	<2.0	
Strontium	MW-1	4/03/2019	4,710	4/03/2019	4,710	2,000
	MW-1A	9/26/2019	6,360	8/31/2022	2,500	
	MW-3A	4/04/2019	2,950	8/30/2022	2,530	
	MW-9	8/31/2022	2,730	8/31/2022	2,730	
Sulfate	MW-3A	8/30/2022	290,000	8/30/2022	290,000	250,000
Thallium	MW-3A/Dup	11/09/2016	5.4J/5.3J	8/30/2022	<0.05	2
Vanadium	MW-1	2/18/2016	260	11/10/2016	92	7
	MW-2	6/20/2013	71	6/20/2013	71	
Zinc	MW-2	6/20/2013	2,200	6/20/2013	2,200	1,000

Groundwater wells MW-1, MW-1A, MW-2 (temporary and abandoned), MW-6, MW-8, and MW-9 screen groundwater within the fill area; wells MW-3 (abandoned), MW-3A, MW-4 (abandoned), and MW-4A screen groundwater downgradient of the fill area; wells MW-5, MW-7, and MW-11D screen groundwater in the shallow bedrock aquifer with MW-5 upgradient of the fill area just offsite, MW-7 located east of the fill area, and MW-11D screening the upper bedrock aquifer below the fill area near well MW-9.

Groundwater data on this table excludes filtered sample results. Groundwater results for wells MW-1, MW-3, MW-3A, MW-4, and MW-4A collected in 2015 and earlier are likely influenced by high turbidity in the samples.

HT – Sample received and analyzed outside of holding time
J – estimated value between the method detection limit and the laboratory reporting limit
NSE – No standard established

Off-site Upgradient Monitoring Well MW-5:

Groundwater Contaminant	Sample Location	Date of Sampling – Maximum Concentration	Maximum Concentration Exceeding Standard (µg/L)	Date of Most Recent Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Lithium	MW-5	8/30/2022	2.0 J	8/30/2022	2.0 J	NSE
Manganese	MW-5	8/30/2022	614	8/30/2022	614	50
Molybdenum	MW-5	8/30/2022	0.18J	8/30/2022	0.18 J	NSE
Selenium	MW-5	11/09/2016	23	8/30/2022	<2.0	20

SPLP RESULTS FROM COAL COMBUSTION PRODUCT (CCP)

SPLP results from coal combustion product samples, in micrograms per liter (the equivalent of parts per billion), compared against the standards that are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

SPLP Potential Contaminant	Sample Location	Sample Depth (ft)	Date of Sampling	Leachate Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Antimony	HH-2	2-3	11/03/2016	3.9J	1
	HH-4	4-5	11/03/2016	5.1J	
Arsenic	HH-3	2-3	11/03/2016	18J	10
Barium	HH-2/Dup	2-3	11/03/2016	830/1,300	700
	HH-3	2-3	11/03/2016	740	
Cobalt	HH-3	2-3	11/03/2016	4.6J	1
Lead	HH-3	2-3	11/03/2016	45	15
Manganese	HH-2	2-3	11/03/2016	69	50
	HH-3	2-3	11/03/2016	290	
Selenium	HH-1	7-8	11/03/2016	130	20
	HH-2/Dup	2-3	11/03/2016	35J/35J	
	HH-3	2-3	11/03/2016	28J	
	HH-4	4-5	11/03/2016	31J	
Strontium	HH-1	7-8	11/03/2016	2,500	2,000
Vanadium	HH-2/Dup	2-3	11/03/2016	16J/2.6J	7
	HH-3	2-3	11/03/2016	23	

SPLP – Synthetic Precipitation Leaching Procedure

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[1] (mg/kg)
Arsenic	BG-7	2-3	4/04/2019	3.08	3.0
	Excavation G-1	2-3	4/16/2020	3.68	
	Excavation I-2	1-2	4/8/2020	3.65	
	HH-1/Dup	0-1	11/03/2016	5.9/3.4	
	HH-2	0-1	11/03/2016	4.9	
	HH-3	0-1	11/03/2016	9.9	
	HH-8	0-1	11/02/2016	3.6	
	SED-3A	0-1	4/05/2019	3.45	
	SS-7	0.2-1	2/18/2016	3.1	
p-Isopropyltoluene	HH-14	0-2	9/6/2022	0.0065J	NSE
Thallium	MW-5	6-7	11/02/2016	2.3	2.3

[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.
Well MW-5 is just upgradient of, and not on, the Brownfields Property; hence it serves as a background well.

COAL COMBUSTION PRODUCT (CCP)

Coal combustion product contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health-Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Coal Combustion Product Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	GP-1	8-12	2/3/2014	3.5	3.0
	GP-2	26-28	2/3/2014	41	
	GP-3	10-12	2/3/2014	48	
	GP-4	10-12	2/4/2014	59	
	GP-5	4-6	2/4/2014	72	
	GP-5/Dup	4-6	4/3/2019	95.9/95.9	
	GP-6	9-11	2/4/2014	65	
	GP-6	9-10	4/4/2019	6.73	
	GP-7	10-12	2/4/2014	55	
	GP-8	11-15	2/4/2014	54	
	GP-11	4-6	2/4/2014	16	
	GP-12	2-4	2/4/2014	52	
	HH-9	0-1	4/03/2019	3.37	
	HH-10	0-1	4/03/2019	60.3	
	HH-11	0-1	4/03/2019	42.5	
	S-4	1	4/29/2013	14	
	S-5	0-4	1/31/2014	37	
	S-6	0-4	1/31/2014	43	
	S-7	0-4	1/31/2014	44	
Mercury	GP-6	9-11	2/4/2014	11	9.7

[1] Coal combustion residual material was identified in the upper level of the Brownfields Property, Exposure Unit No. 1, and in the embankment, Exposure Unit No. 3.[1]Samples identified as a mixture of soil and coal combustion residual material are included in this table.
[2]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.

DRAINAGE PATHWAY SOIL

Drainage pathway soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Industrial/Commercial Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (February 2024 version):

Drainage Pathway Soil Contaminant[1]	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Industrial/ Commercial Screening Level[2] (mg/kg)
Arsenic	SED-12	0-0.2	8/27/2019	4.73	3.0
	SED-12	0.2-0.5	4/05/2019	3.97	
	SED-13	0-0.2	8/27/2019	12.4	
	SED-13	0.2-0.5	4/05/2019	14.5	
	SED-18	0.2-0.5	4/05/2019	4.53	

[1]The soils identified as Drainage Pathway Soil were collected from the lower level of the Brownfields Property adjacent to Bolin Creek, also referred to as Exposure Unit No. 2.
[2]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.

EXTERIOR SOIL GAS

Exterior soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from the Non-Residential Vapor Intrusion Screening Levels of the Division of Waste Management (February 2024 version):

Exterior Soil Gas Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Screening Level (µg/m³)	Non-Residential Screening Level[1] (µg/m³)
4-Ethyltoluene	SG-3	9/1/2022	2.1 J	NSE
Trichlorofluoromethane	SG-1	9/2/2022	3.0 J	NSE
	SG-2	9/1/2022	3.1 J	
	SG-3	9/1/2022	3.0 J	
	SG-4	9/1/2022	2.5 J	
	SG-5	9/2/2022	2.5 J	

[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
Acetone was detected in every exterior soil gas sample collected; however, because acetone is a common analytical laboratory introduced compound, the Soil Gas Screening Level (SGSL) for acetone is no longer being published. The most recent Residential SGSL for acetone was 220,000 µg/m³ and none of the detected concentrations exceed this limit. Therefore, acetone data is not summarized on this table, but remain available in the reports related to this Brownfields Property.

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 26, 2021 version):

Surface Water Contaminant	Sample Location	Most Recent Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard[1] (µg/L)
Manganese[2]	BC-2	6/20/2013	100	50[3]

[1]When a NCAC 2B standard has not been developed for a contaminant, the EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health, or the North Carolina In-Stream Target Values for Surface Waters (July 22, 2021 version) are used for comparison purposes.
[2]EPA approved the removal of NC human health standards as part of the 2007-2016 Triennial review due to high natural occurrence of manganese in NC surface waters.
[3]EPA National Recommended Water Quality Criteria for Aquatic Life & Human Health

I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND, OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 31ST DAY OF MARCH, AD 2025

NORTH CAROLINA PROFESSIONAL SEAL L-4586 SURVEYOR WESLEY HUGGINS

PROFESSIONAL LAND SURVEYOR L-4586

REFERENCES:
DB 350/325 PB 5/55
DB 161/77 PB 10/34
DB 213/662 PB 14/23
DB 237/904 PB 31/32
DB 401/162 PB 35/74
DB 526/525 PB 39/92
DB 1077/521 PB 42/19
DB 1222/361 PB 47/12
DB 2018/80 PB 48/184
DB 2885/570 PB 51/132
DB 4554/256 PB 68/48
DB 5849/330 PB 101/97
DB 5906/154 PB 116/200

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

SHEET 4 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B
TO THE NOTICE OF BROWNFIELDS PROPERTY – SURVEY PLAT
BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY:	JAMES W. HUGGINS, PLS	SCALE:	NOT TO SCALE
DATE:	4/28/2023	PIN:	9789-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514

Doc No: 30115849
Recorded: 04/15/2025 03:09:53 PM
Fee Amt: $21.00 Page 1 of 1
Orange County North Carolina
Mark Chilton, Register of Deeds
BK 128 PG 182 - 182 (1)

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 or 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 Orange 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 13 of the Brownfields Agreement, and all paragraph letters/numbers are the same as those used in the Brownfields Agreement. 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 a municipal service center, office, retail, recreational, associated parking, and transit uses, and with prior written approval from DEQ, 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. "Municipal Service Center" is defined as a place where the local government houses various town services, including, but not limited to, security and emergency services such as police station and related services.

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

iii. "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, and the sales of food and beverage products, including from mobile establishments such as food trucks.

iv. "Recreational" is defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, clubhouses, sports-related courts and fields, amphitheater, structured covering, open space, greenways, parks, walking paths, and picnic and public gathering areas.

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

vi. "Transit" is defined as any use for a public transportation system and network (including pedestrian and bicycle trails and facilities) and the facilities incident or necessary for the safe, convenient, effective, and efficient construction, operation, maintenance, repair, and replacement of such system, including platforms, shelters, waiting areas, walkways, offices, vendor kiosks, and other such transportation-related improvements.

vii. "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 childcare centers, adult care centers, or schools without the prior written approval of DEQ.

c. The Brownfields Property may not be used for residential use without the prior written approval of DEQ.

d. No disturbance of soil, excavation, or utility line installation, may occur in the area denoted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below as "Excavation/Construction Exclusion Area" until such time that: 1) the remedy design and implementation work to be performed referenced in paragraph 11 above has been completed to DEQ's written satisfaction; or 2) that impacted material is removed/remediated or otherwise shown to DEQ's advance written satisfaction to be suitable for waiving of said enclosed structure/excavation/construction exclusion by way of alternative measures such as monitoring, engineering controls, and/or delineation. For purposes of this restriction, parking with open air ventilation is not considered an enclosed structure. Any source removal, monitoring, engineering controls, or delineation shall occur in accordance with a DEQ Brownfields approved work plan or DEQ Brownfields approved Environmental Management Plan required by subparagraph 13.e. below.

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 contamination identified in paragraph 3 above;

iii. contingency plans for addressing, including without limitation the testing of soil, CCPs, and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination);

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the proper disposition and handling of any soil, CCPs, or mixed soil and CCPs excavated from the Brownfields Property during redevelopment; and

v. stormwater run-on and run-off controls pursuant to applicable local and State permitting requirements.

Redevelopment Summary Report

f. Within 90 days 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 VI: 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).

Demolition Activities

g. Unless compliance with this Land Use Restriction is waived in writing in advance by DEQ in relation to particular buildings, demolition and/or renovation of any or all buildings on the Brownfields Property depicted on the plat component of the Notice referenced in paragraph 17 below shall be in accordance with applicable legal requirements, including without limitation those related to lead and asbestos abatement that are administered by the Health Hazards Control Unit within the Division of Public Health of the North Carolina Department of Health and Human Services.

Groundwater

h. 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 13.a. above while fully protecting public health and the environment, except for the periodic monitoring of groundwater in downgradient wells MW-3A, MW-4A, and MW-6 before and after the installation of the final remedy for the structural fill in accordance with a written plan and schedule prepared to DEQ's prior written satisfaction. 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 13.e., or a plan approved in writing in advance by DEQ.

i. Groundwater 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.

Soil

j. No activity that disturbs soil, CCPs, or mixed soil and CCPs 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 13.a. above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 18 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 to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.e.

k. No use other than the on-property uses of the Brownfields Property as of the effective date of this Agreement 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, approved engineered cap or approved engineered earth retention system (e.g., retaining wall) as specified in paragraph 11 above, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

l. 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 subparagraph 13.e.

m. The Brownfields Property may not be used for community garden purposes unless said garden is constructed entirely within raised beds so as not to disturb the engineered cap, CCPs, or CCP-impacted soil, unless compliance with this land use restriction is waived in writing in advance by DEQ.

n. No new building may be constructed nor occupied on the Brownfields Property, without the prior written approval of DEQ, except in areas where an underlying geotextile material and an engineered cap consisting of a minimum of two feet of compacted, demonstrably clean fill (as demonstrated through pre-installation sampling and geotechnical testing), and an engineered earth retention system in accordance with the DEQ-approved design plans referenced in paragraph 11 and subparagraph 13.d. above, or another cover approved in writing in advance by DEQ, is installed to DEQ's written satisfaction such that DEQ concludes in writing that the Brownfields Property is suitable for the uses specified in subparagraph 13.a. above and that public health and the environment are fully protected, and that said engineered cap and engineered earth retention system shall be monitored, maintained, and left undisturbed other than through normal use.

o. When structural fill, including CCP and CCP-impacted soil, at the Brownfields Property is capped and contained behind an earth retention system as specified in paragraph 11 above, a written report as described in subparagraph 11.b. above verifying the installation of the engineered cap and engineered earth retention system, confirming the compaction and final grade thickness and elevations, and summarizing any sampling or geotechnical testing of the engineered cap, cap materials, and/or earth retention system in areas that will not be covered by buildings or other impermeable surfaces prior to the Brownfields Property reuse shall be submitted to DEQ no later than 30 days following installation. The report shall also contain a plan for the inspection and maintenance of the remedy components. Any deficiencies DEQ identifies in the report or plan shall be corrected to DEQ's written satisfaction within 30 days after DEQ provides written notice of such deficiencies.

Property Access

p. 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.

Abandonment of Monitoring Wells

q. Within 60 days after the effective date of this Agreement or prior to land disturbance activities, whichever occurs first, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property, except those wells required for monitoring purposes as noted in subparagraph 13.h. above and as identified as downgradient monitoring wells MW-3A, MW-4A, and MW-6 in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

Damage to Wells

r. Except for the work related to subparagraph 13.q. above, the owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, the owner shall be responsible for repair of any such wells 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

s. 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 Orange County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (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 may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies 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 XVII (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 XVII.

Separating Old from New Contamination

t. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of 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;

ii. as constituents of products and materials customarily used and stored in municipal service center, office, retail, recreational, associated parking, transit, and with prior written approval from DEQ, 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; and

iii. 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.

Other Prohibited Uses

u. The Brownfields Property may not be used for ground-contact sports of any kind, including, but not limited to, golf, football, soccer, and baseball unless such ground-contact sports are solely conducted in areas that have been addressed to DEQ's prior written satisfaction in accordance with the remedy described in paragraph 11.

v. The Brownfields Property may not be used for kennels, dog parks, private animal pens or horse-riding unless approved in writing in advance by DEQ.

w. The Brownfields Property may not be used for agriculture or grazing, without the prior written approval of DEQ.

Land Use Restriction Update

x. During January of each year after the year in which the Notice referenced below in paragraph 17 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 Orange County, certifying that, as of said January 1st the Notice of Brownfields Property containing these land use restrictions remains recorded at the Orange County Register of Deeds office and that the land use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. 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. the data acquired from periodic monitoring of downgradient wells MW-3A, MW-4A, and MW-6 referenced in subparagraph 13.h. above for a period of time before and following the completion of the final remedy that is consistent with a groundwater monitoring work plan, including a schedule, that has been prepared to DEQ's written satisfaction;

iv. whether any engineered soil caps and retaining walls installed pursuant to subparagraph 13.n. above are being maintained such that they are intact, uncompromised, in good condition, and continuing to serve as barriers to the CCPs, and impacted soil contamination in relation to which they were installed; and

v. A LURU submitted for rental units shall include enough of each lease entered into during the previous calendar year to demonstrate compliance with lessee notification requirements in paragraphs 18 and 19 of this agreement provided that if standard form leases are used in every instance, a copy of such standard form lease may be sent in lieu of copies of actual leases.

I, JAMES W. HUGGINS, CERTIFY THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE OR ADD TO AN EXISTING STREET.

WITNESS MY HAND AND SIGNATURE AND SEAL THIS THE 31ST DAY OF MARCH, AD 2025

NORTH CAROLINA PROFESSIONAL SEAL L-4586 SURVEYOR

PROFESSIONAL SEAL L-4586 SURVEYOR

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

BRUCE NICHOLSON, CHIEF
BROWNFIELDS REDEVELOPMENT SECTION
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
COUNTY OF WAKE

4-02-2025
DATE

REVISIONS:
1. DEQ COMMENTS 04/01/24
2. DEQ COMMENTS 05/07/24

SHEET 5 OF 5

Town of Chapel Hill
ENGINEERING AND DESIGN SERVICES

EXHIBIT B

TO THE NOTICE OF BROWNFIELDS PROPERTY - SURVEY PLAT

BROWNFIELDS PROJECT NAME: CHAPEL HILL POLICE PROPERTY
BROWNFIELDS PROJECT NUMBER: 23022-19-068

CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA

SURVEY BY:	JAMES W. HUGGINS, PLS	SCALE:	NOT TO SCALE
DATE:	4/28/2023	PIN:	9789-41-3949
DRAWN BY:	JH/DJF/TJ	FILE NAME:	CHPDBROWNFIELDS.dwg
PROPERTY OWNER/PROSPECTIVE DEVELOPER:	TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	SITE ADDRESS:	828 MARTIN LUTHER KING JR BLVD CHAPEL HILL,NC 27514