

Register of Deeds

Tammy L. Brunner  
Wake County, NC

05/21/2025 04:04:59 PM

B: 019911 P: 02127 Pages: 57

SEE - SEE INSTRUMENT

Fee: \$194.00

DOCUMENT #2025013487



Property Owner: 400 Glenwood Avenue Property LLC and 410 Glenwood Avenue Property LLC

Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_

Associated plat recorded in Plat Book PM2025, Page 942

**NOTICE OF BROWNFIELDS PROPERTY**

Brownfields Property Name: The Creamery

Brownfields Project Number: 26052-22-092

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 21<sup>st</sup> day of May, 2025 by Creamery AIV JV LLC ("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 400 and 410 Glenwood Avenue, Raleigh, Wake County, NC and consists of 2.39 acres of mixed use development with two structures, including the historic Creamery building, and asphalt pavement. The property contains vacant and occupied commercial, retail, and residential tenants. The Prospective Developer has committed to redevelop

the Brownfields Property for no uses other than high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses. The 400 Glenwood Ave parcel will be developed with a 37-floor, mixed use building containing residential, retail, and office spaces. The 410 Glenwood Ave parcel will be developed with a 20-story mixed use building containing an 8-floor, above-ground parking deck, and residential, retail, and office spaces. An open-air loggia will be constructed between the southern portion of the existing historic Creamery building, which will remain, and the new developments.

**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:**

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 high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. "High-density residential" is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas, bikeshare stations, and parking garages. Single family homes, townhomes, duplexes or other units with yards are prohibited. Privately owned ground floor condominiums are prohibited unless this Agreement is amended or superseded subject to DEQ's prior written approval.

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. "Hotel" is defined as the provision of overnight lodging to paying customers, and associated food services, gym, reservation, cleaning, utilities, parking and on-site hospitality, management and reception services.

v. "Entertainment" is defined as private, public, and community activities such as festivals, theater, musical events or shows, which may include food and beverage service.

vi. "Recreation" 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, swimming or wading pools, splash pads, clubhouses, sports-related courts and fields, open space, greenways, parks, playgrounds, walking paths, picnic and public gathering areas, campgrounds, boat docks, and marinas.

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

viii. "Open space" is defined as land maintained in a natural or landscaped state and for uses such as natural resource protection, riparian buffers, greenways, or detention facilities for stormwater.

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

x. "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.

### **Environmental Management Plan**

b. 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 and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

### **Redevelopment Summary Report**

c. No later than January 31, 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**

d. 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**

e. 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. 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.b. above, or a plan approved in writing in advance by DEQ.

### **Soil**

f. No activity that disturbs soil on the Brownfields Property, may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 13.a. above while fully protecting public health and the environment, except:

- i. in connection with landscape planting to depths not exceeding 24 inches;
- ii. mowing and pruning of above-ground vegetation;
- iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and
- iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.b. above.

g. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 13.b. above.

h. No use of the Brownfields Property for the uses authorized in subparagraph 13.a. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

i. The Brownfields Property may not be used as a playground, or for child care centers or schools, except in areas where sampling has shown that clean soils are present, or two feet of clean fill, or another cover approved in writing in advance by DEQ, are installed to DEQ's written satisfaction, delineated to DEQ's written satisfaction on the plat component of the Notice referenced below in paragraph 17, maintained, and left undisturbed other than through normal playground, child care center or school use.

### **Vapor Intrusion**

j. No enclosed building may be constructed on the Brownfields Property nor may be occupied until DEQ determines in writing that:

- i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site-specific risk assessment approved in writing by DEQ; or
- ii. a vapor intrusion mitigation system (VIMS) has been:

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

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

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

#### **Property Access**

k. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEQ, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

#### **Damage to Monitoring Wells and Sampling Points**

l. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well or other sampling point is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such monitoring wells or sampling points 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**

m. 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 Wake 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 conveying a leasehold interest may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing

compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section 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. The then-current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

#### **Separating Old from New Contamination**

n. 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; and
- ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment and vehicles in on-board tanks integral to said equipment or in flammable liquid storage containers totaling no more than 25 gallons; and
- iii. as constituents of products and materials customarily used and stored in high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

#### **Land Use Restriction Update**

o. 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 Wake County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wake County Register of Deeds office and that the land use restrictions are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

- i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year;
- ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;
- iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 13.j. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or

mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system; and

iv. a summary record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of subparagraph 13.j. above.

**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**

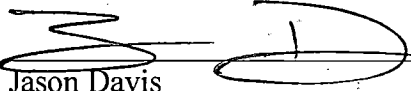
When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields 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 5<sup>th</sup> day of May, 2025.

Creamery AIV JV LLC

By:

  
Jason Davis  
Authorized Signatory

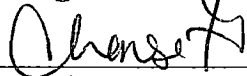
~~NORTH CAROLINA~~  
~~WAKE COUNTY~~

Maryland  
Montgomery

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: Jason Davis

Date:

5/5/25

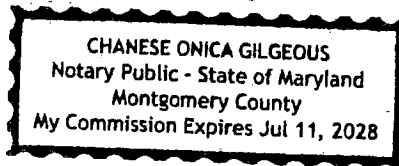
  
Official Signature of Notary

Chanese Gilgeous

Notary's printed or typed name, Notary Public

My commission expires: July 11, 2028

(Official Seal)



\*\*\*\*\*

**ACKNOWLEDGMENT OF PROPERTY OWNER**

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

400 Glenwood Avenue Property LLC

By:

Jason Davis

May 5, 2025  
Date

~~NORTH CAROLINA~~  
~~WAKE COUNTY~~

Maryland  
Montgomery

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: Jason Davis

Date:

5/5/25

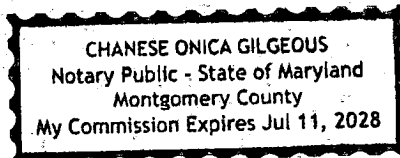
Chanese  
Official Signature of Notary

Chanese Gilgeous

Notary's printed or typed name, Notary Public

My commission expires: July 11, 2028

(Official Seal)



\*\*\*\*\*

**ACKNOWLEDGMENT OF PROPERTY OWNER**

As the current owner, or representative of said owner, of at least part of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

410 Glenwood Avenue Property LLC

By: \_\_\_\_\_

Jason Davis

\_\_\_\_\_  
Date May 5, 2025

~~NORTH CAROLINA~~  
~~WAKE COUNTY~~

Maryland  
Montgomery

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

Date: \_\_\_\_\_

5/5/25

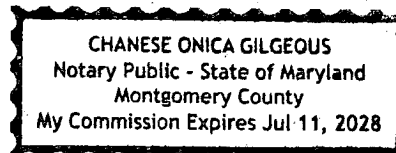
\_\_\_\_\_  
Official Signature of Notary

Chanese Gilgeous

Notary's printed or typed name, Notary Public

My commission expires: July 11, 2028

(Official Seal)



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**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:



Bruce Nicholson, Chief  
Brownfields Redevelopment Section  
Division of Waste Management

4-30-2025

Date

**EXHIBIT A**

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: Creamery AIV JV LLC

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	The Creamery
OF 1997, NCGS § 130A-310.30, <u>et seq.</u>	)	400 and 410 Glenwood Ave
Brownfields Project No. <b>26052-22-092</b>	)	Raleigh, Wake County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environmental Quality (“DEQ”) and Creamery AIV JV LLC (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 400 and 410 Glenwood Avenue, Raleigh, Wake 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 Creamery AIV JV LLC, a limited liability company headquartered at 4 Bryant Park, Suite 200, New York, New York. Its authorized signatory is Jason Davis, of the same address.

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 Creamery AIV JV LLC for contaminants at the Brownfields Property.

The Parties agree that Creamery AIV JV LLC’s entry into this Agreement, and the

actions undertaken by Creamery AIV JV LLC in accordance with the Agreement, do not constitute an admission of any liability by Creamery AIV JV LLC for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit Creamery AIV JV LLC 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 Creamery AIV JV LLC.

## 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	400 Glenwood Avenue, 0.37 acres, Wake County PIN 1704406990; and 410 Glenwood Avenue, 2.02 acres, Wake County PIN 1704417007
Acreage	Approximately 2.39 acres
Current Property Owner	400 Glenwood Avenue Property LLC and 410 Glenwood Avenue Property LLC
Current Land Use(s)	Mixed use and developed with two structures, including a historic building (former Pine State Creamery) and asphalt

BROWNFIELDS PROPERTY INFORMATION SUMMARY	
	pavement. Includes vacant and occupied commercial, retail, and residential tenants.
Site Vicinity Land Use(s)	Located within an urban area of commercial and industrial development. Bound to the north by Tucker Street, beyond which are a parking deck and restaurant; to the south by West North Street; beyond which is commercial development including several restaurants and offices; to the east by a railroad, beyond which is a multi-tenant commercial structure occupied by several retail, fitness, and office tenants, and to the west by a residential apartment building, pharmacy, and restaurant/bars.
Proposed Reuse(s)	High-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses.
Public Benefits of Reuse	Job creation, tax base increases, and preservation of historic places.
Existing Land Use Restrictions Prior to Brownfields Agreement	None

ENVIRONMENTAL INFORMATION SUMMARY	
Historical Operations & Contaminant Sources	<p>The Brownfields Property was initially developed with residences in the early 1900s. In 1927, the Pine State Creamery, a manufacturing plant and milk delivery service, was developed on the majority of the 410 Glenwood Avenue parcel and was expanded into the northeast portion in 1963. Historical creamery operations included a 1,000-gallon, centrally located heating oil underground storage tank (UST) and a 12,000-gallon gasoline UST located on the south-central portion of the parcel. The USTs were excavated and removed from the property in 1998 and 1997, respectively, and a release associated with the gasoline UST was subsequently reported (UST Incident # 26545). On March 16, 2015, remedial efforts resulted in the DEQ UST Section issuing a <i>Notice of No Further Action</i>, stating that "neither the soils or the groundwater exceeded Residential Soil-to-Groundwater Maximum Contaminant Standards or the North Carolina 15A NCAC 2L.0202 groundwater standards, respectively".</p>

ENVIRONMENTAL INFORMATION SUMMARY	
	<p>Additionally, an auto repair garage operated on the west-central portion of the parcel between approximately 1950 and 1972. A septic and drain field, associated with the potential disposal of solvents and degreasers, was removed from the northeastern portion of the site in the 1950s.</p> <p>Adjoining properties with the potential to act as off-site contaminant sources to the Brownfields Property include a former filling station and additional historical creamery operations to the north from approximately the 1930s to 1950s; additional creamery operations to the east; two former dry cleaners to the west from approximately the 1930s to 1950s; and a former auto repair garage to the west from approximately the 1960s to 2003; and the former North Carolina Association of Plumbing, Heating, and Cooling Contractors.</p> <p>The former auto repair garage to the west, Supreme Brake Alignment and Service, is a DEQ UST Section site with AST Incident #85076, and is associated with a petroleum release. The incident remains open. Additionally, the North Carolina Association of Plumbing, Heating, and Cooling Contractors was formerly located adjacent to Supreme Brake Alignment and Service and is a DEQ UST Section site with AST Incident #85103 and IHSB site with ID NONCD0001780. The designations are associated with petroleum impacted soils identified in 2000 and attributed to the former auto repair garage ASTs. Remediation efforts have included the excavation and removal of impacted soils, though the incident remains open.</p>
Current Operations/Activities	<p>The Brownfields Property is developed with two mixed use structures, including the historic creamery building, which are occupied by various retail stores, offices, restaurants, a fitness center, other commercial tenants, and residential apartments on the upper floors. Two asphalt paved parking lots are also located on the Brownfields Property.</p>
Contaminated Media	<p>Soil: Arsenic, cobalt, iron, naphthalene, 2-methylnaphthalene, thallium, 1,2,4-trimethylbenzene, and 1,3,5-trimethylbenzene, were detected in exceedance of their respective Residential Preliminary Soil Remedial Goals (PSRGs) at the Brownfields Property. Several other compounds were detected, but there</p>



## ENVIRONMENTAL INFORMATION SUMMARY

are not established screening levels for these compounds.

Groundwater: Benzo(a)pyrene, 1,2-dichloroethane, 2-methylnaphthalene, naphthalene, 1,1,2-trichloroethane, and 1,2,3-trichloropropane were detected in exceedance of their respective NCAC 2L Groundwater Quality Standards at the Brownfields Property. Several other compounds were detected but there are not established standards for these compounds.

Naphthalene and 1,1,2-trichloroethane concentrations in groundwater exceed their respective Residential Vapor Intrusion Screening Levels (VISLs) at the Brownfields Property. Several other compounds were detected but there are not established screening levels for these compounds.

Sub-Slab Vapor: Benzene, 1,3-butadiene, chloroform, ethylbenzene, naphthalene, 1,2,4-trimethylbenzene, and xylenes concentrations in sub-slab vapor exceed their respective Residential Soil Gas Screening Levels (SGSLs) at the Brownfields Property. Several other compounds were detected but there are not established screening levels for these compounds.

Exterior Soil Gas: Benzene, 1,3-butadiene, chloroform, naphthalene, and trichloroethylene concentrations in exterior soil gas exceed their respective Residential SGSLs at the Brownfields Property. 2,2,4-Trimethylpentane was detected but there is not an established screening level for this compound.

Indoor Air: Benzene, 1,3-butadiene, carbon tetrachloride, chloroform, 1,2-dichloroethane, ethylbenzene, hexane, isopropyl alcohol, naphthalene, and xylenes concentrations in indoor air exceed their respective Residential Indoor Air Screening Levels (IASLs) at the Brownfields Property. Several other compounds were detected but there are not established screening levels for these compounds.

Surface Water/Sediment: Surface water and sediment features are not located on the Brownfields Property.

ENVIRONMENTAL INFORMATION SUMMARY	
ID Numbers/Permits	DEQ UST Incident #26545/RA-4992 (410 Glenwood Ave)
Onsite Receptors Considered	Residents, on-site workers, construction workers, future residents, visitors, pets, and recreators/trespassers.
Potential Offsite Receptors Considered	<p>i. Water supply wells: There are no water supply wells within 1,500 feet of the Brownfields Property.</p> <p>ii. Residential structures, churches, or childcare centers: Numerous residential structures exist within 1,000 feet of the Brownfields Property. Residential apartments are located within at least 300 feet of the Brownfields Property to the north, south, east, and west. There are no childcare centers within 1,000 feet of the Brownfields Property. One church was identified approximately 300 feet to the northwest of the Brownfields Property, but does not appear to offer childcare services.</p> <p>iii. Surface water: The nearest surface water body to the Brownfields Property is Pigeon Branch, located approximately 1,100 feet to the northeast.</p>
Potential offsite migration pathways	<p>Groundwater: Groundwater flows to the north-northeast toward Pigeon Branch.</p> <p>Soil Vapor: Soil vapor contaminants above Residential VISLs are primarily localized within the central portion of the Brownfields Property and consist of volatile organic compounds (VOCs) generated during historical onsite creamery and auto repair operations. Offsite migration is unlikely based on the distances of surrounding properties to the areas of onsite contamination.</p>

4. Environmental reports regarding the Brownfields Property referred to hereinafter as the "Environmental Reports," include:

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

Title	Prepared by	Date of Report
Phase I Environmental Site Assessment & Phase II Limited Subsurface Investigation	The Vertex Companies, Inc.	February 6, 2022
Supplemental Phase II Investigation Report	Lockwood Kessler & Bartlett, Inc.	December 19, 2022
Supplemental Phase II Subsurface Investigation	Lockwood Kessler & Bartlett, Inc.	July 12, 2024
Receptor Survey	Lockwood Kessler & Bartlett, Inc.	December 11, 2024

b. Other available reports:

Title	Prepared by	Date of Report
Notification of No Further Action, 410-414 Glenwood Ave)	NC DENR, DWM, UST Section	March 16, 2015
Vapor Intrusion Assessment Report, The Creamery, 400/414 Glenwood Ave. and 501/506 N West Street	Mid-Atlantic Associates, Inc.	August 29, 2017

c. Other applicable off-site reports:

Title	Prepared by	Date of Report
Notification of No Further Action and Notice of Residual Petroleum – Groundwater (500 Glenwood Ave)	NC DENR, DWM, UST Section	May 11, 2015
Report of Environmental Services – NCAPHCC Site	Law Engineering and Environmental Services, Inc.	August 30, 2000

**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 July 26, 2022, and the

following:

a. On March 24, 2020, an affiliate of the Prospective Developer, 400 Glenwood Avenue Property LLC, purchased the 400 Glenwood Ave portion of the Brownfields Property.

b. On March 24, 2020, an affiliate of the Prospective Developer, 410 Glenwood Avenue Property LLC, purchased the 410 Glenwood Ave portion of the Brownfields Property.

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. The Parties agree that a \$30,000 “Redevelopment Now” fee Prospective Developer has paid suffices as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least \$1,000. Future evaluation of uses, which are not defined in subparagraph 13.a. below shall incur additional fees equal to the full cost to DEQ, provided however that such fee shall not exceed the then-current fee to obtain a brownfields agreement.

#### 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 approximately 500 temporary construction jobs during redevelopment and approximately 50 to 100 permanent jobs post redevelopment;
- d. an increase in tax revenue for affected jurisdictions;
- e. additional high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ’s prior written

approval, other commercial space for the area;

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

g. preservation of the historic Creamery Building; and

h. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

#### VI. WORK TO BE PERFORMED

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

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

b. the Division of Waste Management Vapor Intrusion Guidance;

c. the Brownfields Redevelopment Section Assessment Work Plan Checklist;

d. the Brownfields Survey Plat Checklist; and

e. the Division of Waste Management Minimum Mitigation and Sampling Requirements for Reuse.

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. 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 remediation that may be required pursuant to a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 13.d below.

12. Based on the information in the Environmental Reports, other available information, and the type and concentrations of impacts to soil gas, soil, and groundwater detected during assessment activities summarized in paragraph 3 and documented in the reports listed in paragraph 4 above, vapor intrusion mitigation for the proposed building in the southwestern area of the Brownfields Property is not required for the uses authorized in subparagraph 13.a. below; however, pre- and post-occupancy sampling will be required as per the most current version of the *Division of Waste Management Minimum Mitigation and Sampling Requirements for Reuse*.

#### 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 high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. "High-density residential" is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas, bikeshare stations, and parking garages. Single family homes, townhomes, duplexes or other units with yards are prohibited. Privately owned ground floor condominiums are prohibited unless this Agreement is amended or superseded subject to DEQ's prior written approval.

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. “Hotel” is defined as the provision of overnight lodging to paying customers, and associated food services, gym, reservation, cleaning, utilities, parking and on-site hospitality, management and reception services.

v. “Entertainment” is defined as private, public, and community activities such as festivals, theater, musical events or shows, which may include food and beverage service.

vi. “Recreation” 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, swimming or wading pools, splash pads, clubhouses, sports-related courts and fields, open space, greenways, parks, playgrounds, walking paths, picnic and public gathering areas, campgrounds, boat docks, and marinas.

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

viii. “Open space” is defined as land maintained in a natural or landscaped state and for uses such as natural resource protection, riparian buffers, greenways, or detention facilities for stormwater.

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

x. “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.

**Environmental Management Plan**

b. 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 and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and
- iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

**Redevelopment Summary Report**

c. No later than January 31, 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**

d. 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**

e. 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. 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.b. above, or a plan approved in writing in advance by DEQ.

**Soil**

f. No activity that disturbs soil on the Brownfields Property, may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 13.a. above while fully protecting public health and the environment, except:

- i. in connection with landscape planting to depths not exceeding 24 inches;
- ii. mowing and pruning of above-ground vegetation;
- iii. for repair of underground infrastructure, provided that DEQ shall be

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

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.b. above.

g. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 13.b. above.

h. No use of the Brownfields Property for the uses authorized in subparagraph 13.a. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways of the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 17 of this Agreement.

i. The Brownfields Property may not be used as a playground, or for child care centers or schools, except in areas where sampling has shown that clean soils are present, or two feet of clean fill, or another cover approved in writing in advance by DEQ, are installed to DEQ's written satisfaction, delineated to DEQ's written satisfaction on the plat component of the Notice referenced below in paragraph 17, maintained, and left undisturbed other than through normal playground, child care center or school use.

**Vapor Intrusion**

j. No enclosed building may be constructed on the Brownfields Property nor may be occupied until DEQ determines in writing that:

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

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

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

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

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

#### **Property Access**

k. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEQ, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

#### **Damage to Monitoring Wells and Sampling Points**

l. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well or other sampling point is damaged by the owner, its contractors, or its tenants, shall be responsible for repair of any such monitoring wells or sampling points 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**

m. 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 Wake 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 conveying a leasehold interest may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section 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. The then-current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

**Separating Old from New Contamination**

n. 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; and
- ii. as constituents of fuels, lubricants and oils in emergency generators, machinery, equipment and vehicles in on-board tanks integral to said equipment or in flammable liquid storage containers totaling no more than 25 gallons; and
- iii. as constituents of products and materials customarily used and stored in high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses environments, provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

**Land Use Restriction Update**

o. 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 Wake County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wake County Register of Deeds office and that the land use restrictions

are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

- i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year;
- ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year;
- iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 13.j. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system; and
- iv. a summary record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of subparagraph 13.j. above.

14. The desired result of the above-referenced land use restrictions is to make the

Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment.

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.k. above, while the Prospective Developer owns the Brownfields Property, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including

any amendments thereto.

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 Wake 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 Wake 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 as to leasehold interests: (i) If every lease or rider

is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section 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 while Prospective Developer owns the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 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 represents that it is fully authorized to enter into the terms and conditions of this Agreement and that its signatory hereto is authorized to legally bind the Party for whom she or he signs.

### 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:

Jason Davis, Manager (or successor in function)  
Creamery AIV JV LLC  
4 Bryant Park, Suite 200  
New York, NY 10018

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.

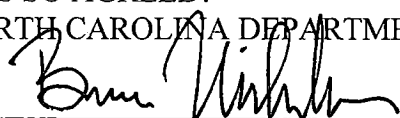
XXI. PUBLIC COMMENT

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:



Bruce Nicholson

Chief, Brownfields Redevelopment Section

4-30-2025

Date

IT IS SO AGREED:

Creamery AIV JV LLC

By:



Jason Davis

Authorized Signatory

May 5, 2025

Date



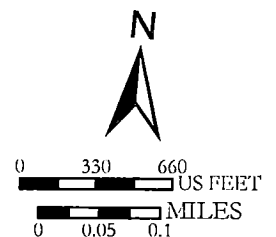
## EXHIBIT 1 - SITE LOCUS MAP

The Creamery (26052-22-092)  
400/414 Glenwood Avenue  
Raleigh, North Carolina 27603  
LKB Project No. 10114.LK



MAIN : 781.952.6000  
VERTEXENG.COM

COORDINATE SYSTEM: NAD 1983 StatePlane Massachusetts Mainland FIPS 2001 Feet



**Exhibit 2**Brownfields Property Name: **The Creamery**Brownfields Project Number: **26052-22-092**

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 most recent concentration found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

**Groundwater**

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2022 version):

Sample ID	Date of Sampling	Groundwater Contaminant	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
VES-TW-01	1/23/2020	1,2,3-Trichloropropane	0.67 J	0.005
VES-TW-03	1/23/2020	2-Methylnaphthalene	260 E	30
		Naphthalene	380	6
		1,2,3-Trichloropropane	1.2 J	0.005
VTW-1	11/10/2022	1,2-Dichloroethane	0.74	0.4
VTW-2	11/10/2022	1,1,2-Trichloroethane	1.4	0.6
		Cyclohexane	0.31 J	NSE
		Methylcyclohexane	0.68 J	NSE
		Dibenzofuran	2.3	NSE
VTW-3	11/10/2022	Benzo(a)pyrene	0.02 J	0.005

Notes:

NSE – No standard level established.

J – Estimated value above the method detection limit, but below the laboratory reporting limit.

E – Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

**Groundwater Vapor Intrusion Risk**

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

Sample ID	Date of Sampling	Groundwater Contaminant with Potential for Vapor Intrusion	Concentration Exceeding Screening Level (µg/L)	Residential Groundwater Screening Level <sup>1</sup> (µg/L)
VES-TW-01	1/23/2020	n-Butylbenzene	10	NSE
		sec-Butylbenzene	9	NSE
		tert-Butylbenzene	2.1 J	NSE
		p-Isopropyltoluene	3.9	NSE
		Naphthalene	5.9	4.6
VES-TW-02	1/23/2020	sec-Butylbenzene	0.41 J	NSE
		tert-Butylbenzene	0.3 J	NSE
VES-TW-03	1/23/2020	n-Butylbenzene	1.1 J	NSE
		sec-Butylbenzene	2.4	NSE
		tert-Butylbenzene	0.89 J	NSE
		p-Isopropyltoluene	1.9	NSE
		Naphthalene	380	4.6
VTW-2	11/10/2022	Dibenzofuran	2.3	NSE
		1,1,2-Trichloroethane	1.4	1.2

Notes:

NSE – No screening level established.

<sup>1</sup> 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.

J – Estimated value above the method detection limit, but below the laboratory reporting limit.



Soil

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

Sample ID	Depth (ft)	Date of Sampling	Soil Contaminant	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level <sup>1</sup> (mg/kg)
VES-102	7.5-8	1/23/2020	n-Propylbenzene	17	NSE
			p-Isopropyltoluene	3.5	NSE
			Naphthalene	17	2.1
			1,2,4-Trimethylbenzene	150	63
			1,3,5-Trimethylbenzene	56	56
	15.5-16	1/23/2020	n-Propylbenzene	21	NSE
			p-Isopropyltoluene	5.1	NSE
			Naphthalene	14	2.1
1,2,4-Trimethylbenzene			140	63	
VES-107	13.5-14	1/23/2020	p-Isopropyltoluene	0.53	NSE
			2-Methylnaphthalene	140	48
			Naphthalene	20	2.1
			Phenanthrene	19	NSE
	18.5-19		p-Isopropyltoluene	1.5 J	NSE
			2-Methylnaphthalene	170	48
			Naphthalene	62	2.1
			Phenanthrene	27	NSE
VES-108	15.5-16	1/23/2020	p-Isopropyltoluene	0.14	NSE
VES-111*	Composite	1/23/2020	Arsenic	0.697 J	0.68
			Cobalt	5.68	4.7
			Iron	19,300	11,000
VTX-1	6.5-7	11/9/2022	Arsenic	1.42	0.68
VTX-2	10.5-11	11/9/2022	Arsenic	0.685	0.68
			Thallium	0.615 J	0.16
VTX-3	24-25	11/9/2022	Thallium	0.304 J	0.16
WC-1 <sup>#</sup>	Composite	11/9/2022	GRO	2,100	50 <sup>2</sup>
			Phenanthrene	0.33	NSE
WC-2 <sup>^</sup>	Composite	11/9/2022	GRO	6,700	50 <sup>2</sup>
			Thallium	0.727 J	0.727

Notes:

NSE – No screening level established.

<sup>1</sup> 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.

<sup>2</sup> Soil screening levels for Gasoline Range Organics (GROs) have not been established; for comparison purposes, the UST Section Action Limit of 50 mg/kg is shown.

J – Estimated value above the method detection limit, but below the laboratory reporting limit.

\* VES-111 is a composite of aliquots collected from VES-101, VES-103, VES-104, VES-105, VES-106, and VES-108.

<sup>#</sup> WC-1 is a composite of aliquots collected from VTX-3 and VTX-5.

<sup>^</sup> WC-2 is a composite of aliquots collected from VTX-1, VTX-2, and VTX-4.

Exterior Soil Gas

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

Sample ID	Date of Sampling	Exterior Soil Gas Contaminant	Concentration Exceeding Screening Level ( $\mu\text{g}/\text{m}^3$ )	Residential Screening Level <sup>1</sup> ( $\mu\text{g}/\text{m}^3$ )
VES-102-SV	1/24/2020	1,3-Butadiene	14.4	3.1
VES-103-SV	1/24/2020	Benzene	13.6	12
		1,3-Butadiene	8.69	3.1
		2,2,4-Trimethylpentane	719	NSE
VES-104-SV	1/24/2020	1,3-Butadiene	5.4	3.1
		Naphthalene	13.5	2.8
V-ESG-1	6/4/2024	1,3-Butadiene	4.25	3.1
		Naphthalene	10.6	2.8
		2,2,4-Trimethylpentane	11.8	NSE
V-ESG-2	6/4/2024	1,3-Butadiene	9.4	3.1
		Naphthalene	22.1	2.8
		2,2,4-Trimethylpentane	14.4	NSE
V-ESG-3	6/4/2024	1,3-Butadiene	4.49	3.1
		Chloroform	245	4.1
		Naphthalene	12.4	2.8
		Trichloroethylene	19.7	14
		2,2,4-Trimethylpentane	8.92	NSE
V-ESG-4	6/4/2024	1,3-Butadiene	9.6	3.1
		Chloroform	9.57	4.1
		Naphthalene	10.4	2.8
		2,2,4-Trimethylpentane	5.14	NSE
V-ESG-5	6/4/2024	1,3-Butadiene	3.32	3.1
		Chloroform	26	4.1
		Naphthalene	46.2	2.8
		2,2,4-Trimethylpentane	59.8	NSE

Notes:

NSE – No screening level established.

<sup>1</sup> 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.

Data were also collected from sample VES-101-SV; however, due to a faulty regulator at sample collection, the data has not been accepted and has been omitted from this table.

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; therefore, acetone data are not summarized on this table, but remain available in the reports related to this property.

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

**Sub-Slab Vapor**

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

Sample ID	Date of Sampling	Sub-Slab Vapor Contaminant	Concentration Exceeding Screening Level ( $\mu\text{g}/\text{m}^3$ )	Residential Screening Level <sup>1</sup> ( $\mu\text{g}/\text{m}^3$ )
V-SS-3	6/5/2024	1,3-Butadiene	15.1	3.1
V-SS-4	6/5/2024	Chloroform	38.3	4.1
		Naphthalene	81.1	2.8
		2,2,4-Trimethylpentane	2.34	NSE
V-SS-6	6/5/2024	Chloroform	4.41	4.1
		Naphthalene	9.69	2.8
		2,2,4-Trimethylpentane	6.35	NSE
V-SS-9	6/5/2024	Benzene	18.8	12.1
		Ethylbenzene	193	37
		Naphthalene	181	2.8
		1,2,4-Trimethylbenzene	875	420
		Total Xylenes	1,200	700
V-SS-11	6/5/2024	2,2,4-Trimethylpentane	12.1	NSE
V-SS-12	6/5/2024	Chloroform	22.8	4.1

Notes:

NSE – No screening level established.

<sup>1</sup> 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.

Acetone was detected in every sub-slab vapor 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; therefore, acetone data are not summarized on this table, but remain available in the reports related to this property.

Ethanol, 4-ethyltoluene and trichlorofluoromethane were each detected in at least one sub-slab vapor sample and are common laboratory contaminants with no established SGSLs; therefore, these detections are not listed in Exhibit 2, but remain available in the reports related to this Brownfields Property.

Indoor Air

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

Sample Location	Date of Sampling	Indoor Air Contaminant	Concentration Exceeding Screening Level ( $\mu\text{g}/\text{m}^3$ )	Residential Screening Level <sup>1</sup> ( $\mu\text{g}/\text{m}^3$ )
V-IA-2	6/6/2024	Benzene	0.617 J	0.36
		Carbon Tetrachloride	0.516 J	0.47
		Chloroform	0.977	0.12
		Ethylbenzene	6.69	1.1
		n-Hexane	233	150
		Xylenes, Total	31.9	21
V-IA-3	6/6/2024	Benzene	0.738	0.36
		Carbon Tetrachloride	0.484 J	0.47
		Chloroform	1.09	0.12
		Ethylbenzene	22	1.1
		n-Hexane	571	150
		Naphthalene	0.44 J	0.083
		Xylenes, Total	103	21
V-IA-4	6/6/2024	Benzene	1.26	0.36
		Carbon Tetrachloride	0.535 J	0.47
		Chloroform	2.76	0.12
		Ethylbenzene	39.4	1.1
		Hexane	1,270	150
		Xylenes, Total	194	21
V-IA-6	6/6/2024	Benzene	0.38 J	0.36
		Carbon Tetrachloride	0.56 J	0.47
		Chloroform	0.518 J	0.12
V-IA-7	6/6/2024	Carbon Tetrachloride	0.503 J	0.47
		Chloroform	0.347 J	0.12
		Naphthalene	0.409 J	0.083
V-IA-8	6/6/2024	Benzene	0.364 J	0.36
		Carbon Tetrachloride	0.484 J	0.47
		Chloroform	0.493 J	0.12
V-IA-9	6/6/2024	Benzene	0.518 J	0.36
		Carbon Tetrachloride	0.51 J	0.47
		1,2-Dichloroethane	0.47 J	0.11
		Naphthalene	0.53 J	0.083
		2,2,4-Trimethylpentane	0.794 J	NSE
V-IA-10	6/6/2024	Benzene	0.649	0.36
		Carbon Tetrachloride	0.522 J	0.47
		Chloroform	0.61	0.12
		Isopropyl Alcohol	62.9	42
		Trichlorofluoromethane	1.43	NSE
		2,2,4-Trimethylpentane	1.15	NSE
V-IA-11	6/6/2024	Benzene	1.24	0.36
		1,3-Butadiene	0.179 J	0.094
		Carbon Tetrachloride	0.673 J	0.47
		Chloroform	1.1	0.12
		Isopropyl Alcohol	324	42
		2,2,4-Trimethylpentane	2.2	NSE
V-IA-12	6/6/2024	Benzene	0.444 J	0.36
		Carbon Tetrachloride	0.541 J	0.47
		Chloroform	2.63	0.12
		Naphthalene	0.477 J	0.083
V-IA-13	6/6/2024	Carbon Tetrachloride	0.56 J	0.47
		Chloroform	0.752 J	0.12

Notes:

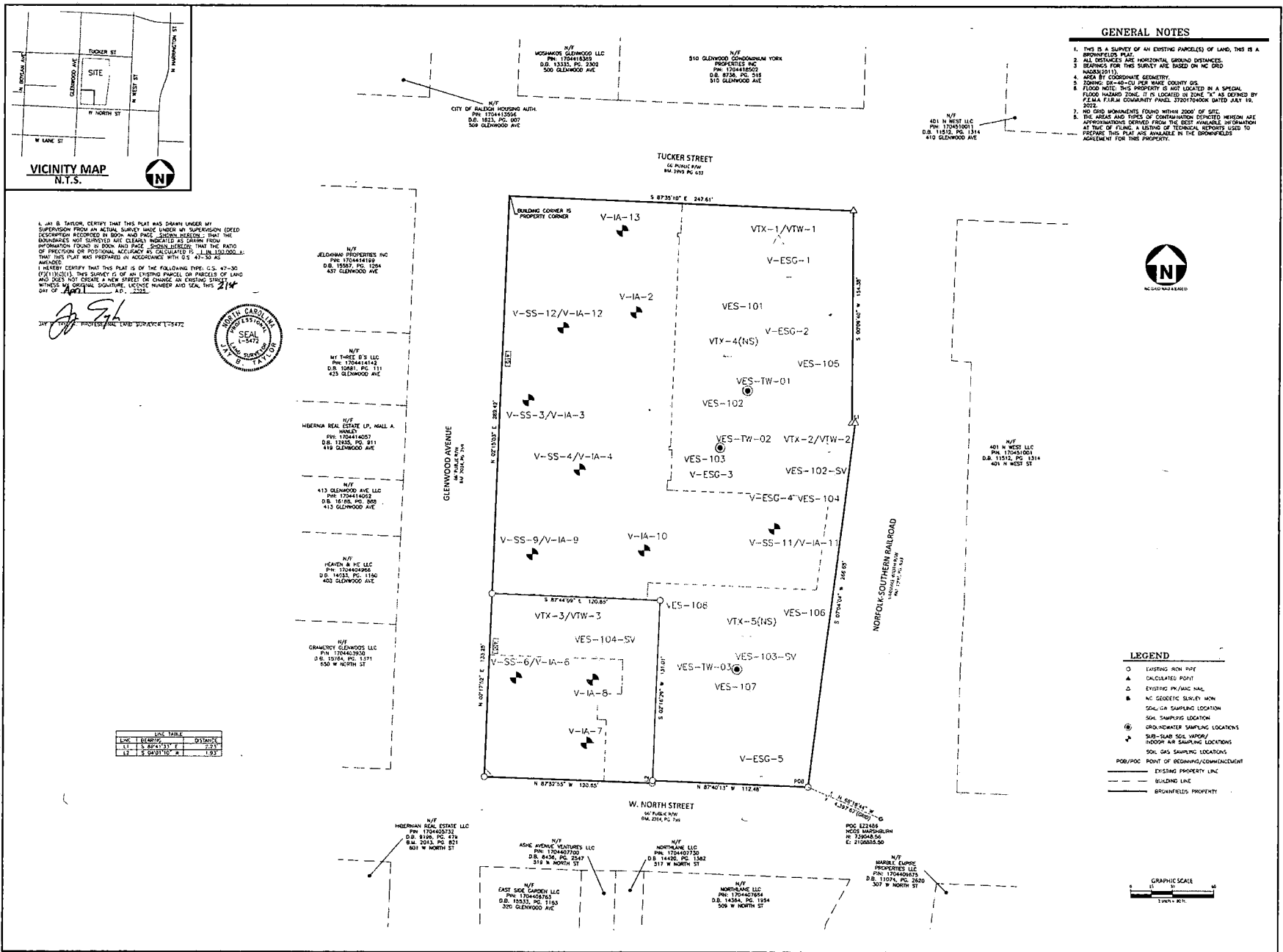
NSE – No screening level established.

<sup>1</sup> 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.

J – Estimated value above the method detection limit, but below the laboratory reporting limit.

Acetone was detected in every indoor air collected; however, because acetone is a common analytical laboratory introduced compound, the Indoor Air Screening Level (IASL) for acetone is no longer being published. The most recent Residential IASL for acetone was 220,000 µg/m<sup>3</sup> and none of the detected concentrations exceeded this level; therefore, acetone data are not summarized on this table, but remain available in the reports related to this property.

Ethanol and trichlorofluoromethane were each detected in at least one indoor air sample and are common laboratory contaminants with no established IASLs; therefore, these detections are not listed in Exhibit 2, but remain available in the reports related to this Brownfields Property.





**CLIENT**  
410 GLENWOOD AVENUE PROPERTY, LLC  
8 BRYANT PARK  
SUITE 200  
NEW YORK, NEW YORK 10018

**OWNERS**  
400 GLENWOOD AVENUE PROPERTY, LLC &  
410 GLENWOOD AVENUE PROPERTY, LLC  
8 BRYANT PARK  
SUITE 200  
NEW YORK, NEW YORK 10018

**BROWNFIELDS PROJECT: THE CREAMERY**  
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY SURVEY PLAT

PROSPECTIVE DEVELOPER: CREAMERY ANY JV LLC  
OWNER: 400 GLENWOOD AVENUE PROPERTY LLC  
410 GLENWOOD AVENUE PROPERTY LLC  
BROWNFIELD PROJECT NUMBER: 26552-22-092  
PIN: 1704417007-ADDRESS: 410 GLENWOOD AVE.  
PIN: 1704418990-ADDRESS: 400 GLENWOOD AVE.  
RALEIGH TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



**REVISIONS**

NO.	DATE	DESCRIPTION
1	12/1/2024	CLIENTS
2	12/1/2024	CLIENTS
3	12/1/2024	CLIENTS
4	12/1/2024	CLIENTS
5	12/1/2024	CLIENTS

**PLAN INFORMATION**

PROJECT NO: 78523001  
FILE NAME: 78523001-92  
CHECKED BY: JBT  
DRAWN BY: JSS  
SCALE: 1"=30'  
DATE: 11/14/2024  
SHEET

**BROWNFIELDS PLAT**  
**2-3**

**Groundwater**

Groundwater contamination is measured in micrograms per liter (the equivalent of parts per billion) the standard for which are contained in Title 15A of the North Carolina Administrative Code Subchapter 21.1 (N.C. Rule 202) or the U.S. Groundwater Protection Maximum Allowable Concentration (DMAC) (April 1, 2022 version)

Sample ID	Date of Sampling	Groundwater Contaminant	Concentration Exceeding Standard (ug/L)	Standard (ug/L)
YES-TW-01	1/23/2020	1,1,2-Trichloroethane	0.67 E	0.005
YES-TW-03	1/23/2020	2,4-Dichlorophenol	260 E	30
YES-TW-04	1/23/2020	Naphthalene	110	6
YES-TW-05	1/23/2020	1,1,2-Trichloroethane	1.2 E	0.005
YES-TW-06	1/23/2020	1,1,2-Trichloroethane	0.74	0.4
YES-TW-07	1/23/2020	1,1,2-Trichloroethane	1.4	0.6
YES-TW-08	1/23/2020	Cyclohexane	0.11 E	NSE
YES-TW-09	1/23/2020	1,1,2-Trichloroethane	0.65	NSE
YES-TW-10	1/23/2020	Dibenzofuran	2.1	NSE
YES-TW-11	1/23/2020	Benzo[a]pyrene	0.02 E	0.005

Notes:  
NSE = No standard has been established  
E = Estimated value above the method detection limit, but below the laboratory reporting limit  
E = Concentration of analyte exceeds the range of the calibration curve and is listed as rate of the instrument

**Groundwater Vapor Intrusion Risk**

Groundwater vapor contamination is measured in micrograms per liter (the equivalent of parts per billion) the standard for which are contained in Title 15A of the North Carolina Administrative Code Subchapter 21.1 (N.C. Rule 202) or the U.S. Groundwater Protection Maximum Allowable Concentration (DMAC) (April 1, 2022 version)

Sample ID	Date of Sampling	Groundwater Vapor Contaminant with Potential for Vapor Intrusion	Concentration Exceeding Standard (ug/L)	Standard (ug/L)
YES-TW-01	1/23/2020	1,1,2-Trichloroethane	10	NSE
YES-TW-02	1/23/2020	1,1,2-Trichloroethane	8	NSE
YES-TW-03	1/23/2020	1,1,2-Trichloroethane	2.1 E	NSE
YES-TW-04	1/23/2020	1,1,2-Trichloroethane	4.9	NSE
YES-TW-05	1/23/2020	1,1,2-Trichloroethane	5.0	4.6
YES-TW-06	1/23/2020	1,1,2-Trichloroethane	0.11 E	NSE
YES-TW-07	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-TW-08	1/23/2020	1,1,2-Trichloroethane	2.4	NSE
YES-TW-09	1/23/2020	1,1,2-Trichloroethane	7.50 E	NSE
YES-TW-10	1/23/2020	1,1,2-Trichloroethane	1.6	NSE
YES-TW-11	1/23/2020	1,1,2-Trichloroethane	330	4.6
YES-TW-12	1/23/2020	1,1,2-Trichloroethane	2.2	NSE
YES-TW-13	1/23/2020	1,1,2-Trichloroethane	1.2	4.6

Notes:  
NSE = No standard has been established  
E = Estimated value above the method detection limit, but below the laboratory reporting limit  
E = Concentration of analyte exceeds the range of the calibration curve and is listed as rate of the instrument

**Soil**

Soil contamination is measured in micrograms per kilogram (the equivalent of parts per million) the screening levels for which are derived from the Preliminary Remedial Action-Based Soil Remediation Goals of the Resource Conservation and Recovery Act (RCRA) (January 1, 2022 version)

Sample ID	Depth	Date of Sampling	Soil Contaminant	Concentration Exceeding Screening Level (ug/kg)	Remedial Screening Level (ug/kg)
YES-101	0-15"	1/23/2020	1,1,2-Trichloroethane	1 E	NSE
YES-102	0-15"	1/23/2020	1,1,2-Trichloroethane	3 E	NSE
YES-103	0-15"	1/23/2020	1,1,2-Trichloroethane	1 E	NSE
YES-104	0-15"	1/23/2020	1,1,2-Trichloroethane	150	65
YES-105	0-15"	1/23/2020	1,1,2-Trichloroethane	15	15
YES-106	0-15"	1/23/2020	1,1,2-Trichloroethane	21	NSE
YES-107	0-15"	1/23/2020	1,1,2-Trichloroethane	51	NSE
YES-108	0-15"	1/23/2020	1,1,2-Trichloroethane	14	21
YES-109	0-15"	1/23/2020	1,1,2-Trichloroethane	140	65
YES-110	0-15"	1/23/2020	1,1,2-Trichloroethane	0.55	NSE
YES-111	0-15"	1/23/2020	1,1,2-Trichloroethane	140	65
YES-112	0-15"	1/23/2020	1,1,2-Trichloroethane	20	21
YES-113	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-114	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-115	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-116	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-117	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-118	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-119	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-120	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-121	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-122	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-123	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-124	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-125	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-126	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-127	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-128	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-129	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-130	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-131	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-132	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-133	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-134	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-135	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-136	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-137	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-138	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-139	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-140	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-141	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-142	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-143	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-144	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-145	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-146	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-147	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-148	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-149	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-150	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-151	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-152	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-153	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-154	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-155	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-156	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-157	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-158	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-159	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-160	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-161	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-162	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-163	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-164	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-165	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-166	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-167	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-168	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-169	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-170	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-171	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-172	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-173	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-174	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-175	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-176	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-177	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-178	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-179	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-180	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-181	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-182	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-183	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-184	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-185	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-186	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-187	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-188	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-189	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-190	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-191	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-192	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-193	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-194	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-195	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-196	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-197	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-198	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-199	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE
YES-200	0-15"	1/23/2020	1,1,2-Trichloroethane	1.1 E	NSE

Notes:  
NSE = No standard has been established  
E = Estimated value above the method detection limit, but below the laboratory reporting limit  
E = Concentration of analyte exceeds the range of the calibration curve and is listed as rate of the instrument

Exterior Soil Gas				
Exterior soil gas contamination is measured in micrograms per cubic meter (the screening levels for which are derived from the Preliminary Remedial Action-Based Soil Remediation Goals of the Resource Conservation and Recovery Act (RCRA) (January 1, 2022 Version))				
Sample ID	Date of Sampling	Exterior Soil Gas Contaminant	Concentration Exceeding Screening Level (ug/m <sup>3</sup> )	Remedial Screening Level (ug/m <sup>3</sup> )
YES-101-SV	1/23/2020	1,1,2-Trichloroethane	1.4	3.1
		Benzene	0.6	12
YES-103-SV	1/23/2020	1,1,2-Trichloroethane	3.69	3.1
		1,2,4-Trimethylbenzene	719	NSE
YES-104-SV	1/23/2020	1,1,2-Trichloroethane	3.4	3.1
		Naphthalene	1.5	2.5
		1,1,2-Trichloroethane	4.35	3.1
	6/4/2024	Naphthalene	10.6	2.5
		1,2,4-Trimethylbenzene	11.5	NSE
		1,1,2-Trichloroethane	9.4	3.1
V-ESG-2	6/4/2024	Naphthalene	22.1	2.5
		1,2,4-Trimethylbenzene	14.2	NSE
		1,1,2-Trichloroethane	2.49	3.1
		Chloroform	247	4
V-ESG-3	6/4/2024	Naphthalene	12.4	2.5
		Trichloroethylene	19	12
		1,2,4-Trimethylbenzene	1.9	3.1
		Chloroform	10.6	3.1
		Chlorobenzene	7.5	2.1
V-ESG-4	6/4/2024	Naphthalene	10	2.5
		1,2,4-Trimethylbenzene	11.5	NSE
		1,1,2-Trichloroethane	3.12	3.1
		Chloroform	26	4
		Naphthalene	46.5	2.5
		1,2,4-Trimethylbenzene	29.3	NSE

Notes:

NSE = No screening level established

Screening levels displayed for non-screening are not a hazard quotient equal to 2. Screening levels displayed for examples are for a 100-ft distance from the contaminated area.

Data were also collected from YES-101-SV, YES-103-SV, YES-104-SV, YES-105-SV, YES-106-SV, YES-107-SV, YES-108-SV, YES-109-SV, YES-110-SV, YES-111-SV, YES-112-SV, YES-113-SV, YES-114-SV, YES-115-SV, YES-116-SV, YES-117-SV, YES-118-SV, YES-119-SV, YES-120-SV, YES-121-SV, YES-122-SV, YES-123-SV, YES-124-SV, YES-125-SV, YES-126-SV, YES-127-SV, YES-128-SV, YES-129-SV, YES-130-SV, YES-131-SV, YES-132-SV, YES-133-SV, YES-134-SV, YES-135-SV, YES-136-SV, YES-137-SV, YES-138-SV, YES-139-SV, YES-140-SV, YES-141-SV, YES-142-SV, YES-143-SV, YES-144-SV, YES-145-SV, YES-146-SV, YES-147-SV, YES-148-SV, YES-149-SV, YES-150-SV, YES-151-SV, YES-152-SV, YES-153-SV, YES-154-SV, YES-155-SV, YES-156-SV, YES-157-SV, YES-158-SV, YES-159-SV, YES-160-SV, YES-161-SV, YES-162-SV, YES-163-SV, YES-164-SV, YES-165-SV, YES-166-SV, YES-167-SV, YES-168-SV, YES-169-SV, YES-170-SV, YES-171-SV, YES-172-SV, YES-173-SV, YES-174-SV, YES-175-SV, YES-176-SV, YES-177-SV, YES-178-SV, YES-179-SV, YES-180-SV, YES-181-SV, YES-182-SV, YES-183-SV, YES-184-SV, YES-185-SV, YES-186-SV, YES-187-SV, YES-188-SV, YES-189-SV, YES-190-SV, YES-191-SV, YES-192-SV, YES-193-SV, YES-194-SV, YES-195-SV, YES-196-SV, YES-197-SV, YES-198-SV, YES-199-SV, YES-200-SV, YES-201-SV, YES-202-SV, YES-203-SV, YES-204-SV, YES-205-SV, YES-206-SV, YES-207-SV, YES-208-SV, YES-209-SV, YES-210-SV, YES-211-SV, YES-212-SV, YES-213-SV, YES-214-SV, YES-215-SV, YES-216-SV, YES-217-SV, YES-218-SV, YES-219-SV, YES-220-SV, YES-221-SV, YES-222-SV, YES-223-SV, YES-224-SV, YES-225-SV, YES-226-SV, YES-227-SV, YES-228-SV, YES-229-SV, YES-230-SV, YES-231-SV, YES-232-SV, YES-233-SV, YES-234-SV, YES-235-SV, YES-236-SV, YES-237-SV, YES-238-SV, YES-239-SV, YES-240-SV, YES-241-SV, YES-242-SV, YES-243-SV, YES-244-SV, YES-245-SV, YES-246-SV, YES-247-SV, YES-248-SV, YES-249-SV, YES-250-SV, YES-251-SV, YES-252-SV, YES-253-SV, YES-254-SV, YES-255-SV, YES-256-SV, YES-257-SV, YES-258-SV, YES-259-SV, YES-260-SV, YES-261-SV, YES-262-SV, YES-263-SV, YES-264-SV, YES-265-SV, YES-266-SV, YES-267-SV, YES-268-SV, YES-269-SV, YES-270-SV, YES-271-SV, YES-272-SV, YES-273-SV, YES-274-SV, YES-275-SV, YES-276-SV, YES-277-SV, YES-278-SV, YES-279-SV, YES-280-SV, YES-281-SV, YES-282-SV, YES-283-SV, YES-284-SV, YES-285-SV, YES-286-SV, YES-287-SV, YES-288-SV, YES-289-SV, YES-290-SV, YES-291-SV, YES-292-SV, YES-293-SV, YES-294-SV, YES-295-SV, YES-296-SV, YES-297-SV, YES-298-SV, YES-299-SV, YES-300-SV, YES-301-SV, YES-302-SV, YES-303-SV, YES-304-SV, YES-305-SV, YES-306-SV, YES-307-SV, YES-308-SV, YES-309-SV, YES-310-SV, YES-311-SV, YES-312-SV, YES-313-SV, YES-314-SV, YES-315-SV, YES-316-SV, YES-317-SV, YES-318-SV, YES-319-SV, YES-320-SV, YES-321-SV, YES-322-SV, YES-323-SV, YES-324-SV, YES-325-SV, YES-326-SV, YES-327-SV, YES-328-SV, YES-329-SV, YES-330-SV, YES-331-SV, YES-332-SV, YES-333-SV, YES-334-SV, YES-335-SV, YES-336-SV, YES-337-SV, YES-338-SV, YES-339-SV, YES-340-SV, YES-341-SV, YES-342-SV, YES-343-SV, YES-344-SV, YES-345-SV, YES-346-SV, YES-347-SV, 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YES-1396-SV, YES-1397-SV, YES-1398-SV, YES-1399-SV, YES-1400-SV, YES-1401-SV, YES-1402-SV, YES-14

LAND USE RESTRICTIONS

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

NCGS 130A-310.33(a) requires recordation of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement pertaining to the property. This survey plat constitutes one of three exhibits to the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the Wake County Register of Deeds office. The exhibit 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 letter 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).

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 Use

a. No use may be made of the Brownfields Property other than low-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial uses. These land uses and their definitions below apply solely for purposes of this agreement and do not waive any local zoning, rule, regulation, or permit requirements.

b. High-density residential is defined as permanent dwellings where residential units are attached to each other with common walls such as condominiums, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courts, common areas, recreation areas, bike/skate stations, and parking spaces. Single family homes, townhouses, duplexes or other units with yards are prohibited. Privately owned ground floor condominiums are prohibited unless this Agreement is amended or superseded subject to DEQ's prior written approval.

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

d. Retail is defined as the sale of goods or services, products, or merchandise directly to the consumer of businesses and includes short-term, personal service over an internet, festivals, food halls, and the sales of food and beverage products, including from mobile establishments such as food trucks.

e. Hotel is defined as the provision of overnight lodging to paying customers and associated food services, guest reservation cleaning, utilities, parking and on-site hospitality management and reception services.

f. Entertainment is defined as private, public, and community activities such as festivals, theater, musical events or shows, which may include food and beverage service.

g. Recreation 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, swimming or wading pools, splash pads, clubhouses, sport-related courts and fields, open space, greenways, parks, play grounds, walking paths, picnic and public gathering areas, campgrounds, boat docks, and marinas.

h. Restaurant is defined as a commercial business establishment that prepares and serves food and beverages including alcoholic beverages, unless all applicable local, state, and federal regulations to permit.

i. Open space is defined as land maintained in a natural or landscaped state and for uses such as natural resource protection, riparian buffer, greenways, or detention facilities for stormwater.

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

k. 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.

Environmental Management Plan

b. Physical redevelopment of the Brownfields Property may not occur other than in accordance as determined by DEQ with the Environmental Management Plan ("EMP") approved in writing by DEQ in accordance with 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 13 above;

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

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

Redevelopment Summary Report

c. No later than January 31, 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. action 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(s) 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

d. 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

e. 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 paragraph 13 a above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in paragraph 13 b. above, or a plan approved in writing in advance by DEQ.

Soil

f. No activity that disturbs soil on the Brownfields Property may occur until 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 paragraph 13 a above while fully protecting public health and the environment, except:

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

ii. moving and pruning of above-ground vegetation.

g. 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

h. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in paragraph 13 b. above.

i. Soil may not be removed from, or brought onto the Brownfields Property, without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 13 b. above.

j. No use of the Brownfields Property for use uses authorized in paragraph 13 b. above may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks or asphalt, or concrete parking areas and driveway(s) of the Brownfields Property, as delineated on the plat component of the Notice of Brownfields Property, referenced in paragraph 17 of this Agreement.

k. The Brownfields Property may not be used as a playground, or for child care center or schools, except in areas where sampling has shown that clean soil is present, or to a level of clean fill or another cover approved in writing in advance by DEQ, are installed to DEQ's written satisfaction, delineated to DEQ's written satisfaction on the plat component of the Notice referenced below in paragraph 17 maintained and left undisturbed other than through normal playground child care center or school use.

Notifications upon Transfer

m. 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 Wake County Land records, Book \_\_\_\_\_ Page \_\_\_\_\_. A copy of any instrument shall be sent to the persons listed in Section XVII (Notices and Substitutions), though financial figures and other confidential information related to the transfer may not be referred to the extent said restrictions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying a leasehold interest may use the following mechanisms to comply with the obligations of this paragraph: (i) if every lease or deed is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or deed evidencing compliance with this subparagraph. In lieu of sending copies of actual executed leases, to the persons listed in Section XVII (Notices and Substitutions); or (ii) The owner conveying an interest may provide addressees of leases, rather than full copies of said leases, to the persons listed in Section XVII. The then-current owner of any portion of the Brownfields Property with any current lease or sublease as of the effective date of this Agreement that provide a copy of this Agreement to any such lease or sublease within seven days of the effective date of this Agreement."

Vapor Intrusion

j. No enclosed building may be constructed on the Brownfields Property nor may be occupied until DEQ determines in writing that:

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

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

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

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

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

Property Access

k. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the discretion of, or pursuant to a permit, order or agreement issued or entered into by DEQ, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

Damage to Monitoring Wells and Sampling Points

l. The owner of any portion of the Brownfields Property where any existing or subsequently installed DEQ-approved monitoring well or other sampling point is damaged by the owner, its contractors or subtenants, shall be responsible for repair of any such monitoring wells or sampling points 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.

Separating Old from New Contamination

n. 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; and

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

iii. as constituents of products and materials customarily used and stored in high-density residential, office, retail, hotel, entertainment, recreation, restaurant, open space, associated parking, and subject to DEQ's prior written approval, other commercial use, environments provided such products and materials are stored in original retail packaging and used and disposed of in accordance with applicable laws.

Land Use Restriction Update

o. 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 Restriction Update ("LURU") to DEQ, and to the chief public health and environmental officials of Wake County, certifying that as of said January 1st the Notice of Brownfields Property, containing these land use restrictions remains recorded in the Wake County Register of Deeds office; and that the land use restrictions are being complied with. If no copy of any portion of the Brownfields Property is transferred the grantor shall submit a LURU (as outlined above) which covers the period of time that he owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

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

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

iii. whether any vapor barriers and/or mitigation systems installed pursuant to paragraph 13 j. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations, of any buildings containing such vapor barriers and/or mitigation systems have changed; and, if so, how, and under what precautions so as not to interfere with the operation of said system; and

iv. a written record of all vapor intrusion monitoring data taken during the preceding year as a result of implementation of any vapor intrusion assessment or design performed under the requirements of paragraph 13 j. above.

for the purposes of NCGS § 130A-310.35

TRUCK: HICKORYLAND CHIEF  
BROWNFIELDS REDEVELOPMENT SECTION  
DIVISION OF WASTE MANAGEMENT  
STATE OF NORTH CAROLINA  
County of Wake



McADAMS

The John R. McAdams Company, Inc.  
6211 Hillsborough Street  
Suite 500  
Raleigh, NC 27603  
phone 919.361.2600  
fax 919.361.2269  
license number: C-0293, C-187  
www.mcadamsco.com

CLIENT

410 GLENWOOD AVENUE PROPERTY, LLC  
410 GLENWOOD AVENUE PROPERTY, LLC  
4 BRVANT PARK  
SUITE 200  
NEW YORK, NEW YORK 10018

OWNERS

400 GLENWOOD AVENUE PROPERTY, LLC &  
410 GLENWOOD AVENUE PROPERTY, LLC  
4 BRVANT PARK  
SUITE 200  
NEW YORK, NEW YORK 10018

BROWNFIELDS PROJECT: THE CREAMERY  
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY

SURVEY PLAT

PROSPECTIVE DEVELOPER: CREAMERY, A JV, LLC  
OWNER: 400 GLENWOOD AVENUE PROPERTY, LLC  
410 GLENWOOD AVENUE PROPERTY, LLC  
BROWNFIELDS PROJECT NUMBER: 2025013487-092  
PROJECT ADDRESS: 410 GLENWOOD AVENUE  
PINK: 17-04-0092-0000-0000-0000-0000-0000-0000  
RALEIGH TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	DESCRIPTION
1	2/27/2025	CREAMERY
2	02/27/2025	REVISION 1
3	02/27/2025	REVISION 2
4	02/27/2025	REVISION 3
5	02/27/2025	REVISION 4

PLAN INFORMATION

PROJECT NO. TRK23001  
FILENAME: TRK23001.F3  
CHECKED BY: BBT  
DRAWN BY: JSS  
SCALE: 1"=30'  
DATE: 11.14.2024  
SHEET

BROWNFIELDS  
PLAT

3-3



**Exhibit C****Legal Description**

BEGINNING AT AN IRON PIPE ALONG THE NORTHERN RIGHT OF WAY OF W. NORTH STREET, SAID IRON PIPE HAVING THE NC NAD83(2011) GRID COORDINATE OF N: 740817.68, E: 2104859.37; THENCE NORTH 87°40'13" WEST A DISTANCE OF 112.48 FEET TO AN IRON PIPE; THENCE SOUTH 04°01'10" WEST A DISTANCE OF 1.93 FEET TO AN IRON PIPE; THENCE NORTH 87°52'55" WEST A DISTANCE OF 120.65 FEET TO AN IRON PIPE; THENCE NORTH 02°17'52" EAST A DISTANCE OF 133.25 FEET TO AN IRON PIPE; THENCE NORTH 02°15'03" EAST A DISTANCE OF 289.42 FEET TO A BUILDING CORNER; THENCE SOUTH 87°35'10" EAST A DISTANCE OF 247.61 FEET TO A PK NAIL; THENCE SOUTH 00°09'40" WEST A DISTANCE OF 154.38 FEET TO A PK NAIL; THENCE SOUTH 89°41'33" EAST A DISTANCE OF 2.23 FEET TO A PK NAIL; THENCE SOUTH 07°04'04" WEST A DISTANCE OF 266.65 FEET TO AN IRON PIPE, BEING THE POINT OF BEGINNING. HAVING AN AREA OF 103838 SQUARE FEET OR 2.39 ACRES.