



Finance
Purchasing Division
929 N. Front St.
Wilmington, NC 28401

910 341-7807
910 341-5881 fax
wilmingtonnc.gov
Dial 711 TTY/Voice

July 28, 2026

RE: Request for Qualification- Design Consultant Services- New Greenville Loop Road Park
RFQ No.: S6-0926

Dear Sir or Madame:

This Request for Qualification (RFQ) will provide your firm with sufficient information to enable you to prepare and submit a Statement of Qualification (SOQ) for Design Consultant Services.

It is the City of Wilmington's intention to acquire the services of a qualified Design Consultant that will be expected to refine the project scope, schedule, and budget, conduct a broad community outreach process, produce construction documents and provide bid assistance. **The selected Consultant will work on project delivery as part of a team with a Construction Manager At-Risk (CMAR) for the development of the new Greenville Loop Road Park.**

Potential respondents should email kathy.bryant@wilmingtonnc.gov to acknowledge receipt of the RFQ and to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the City website at www.wilmingtonnc.gov.

The RFQ includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the Contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your RFQ to be considered responsive, it must adhere to the submittal requirements that follow. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

A committee selected by the City will review the SOQs and select the most qualified firm(s) for an interview. After the most qualified firm is determined by the City, staff will enter into

negotiations with the firm to better define the final scope of work. If for any reason the City and the selected firm prepare and submit a Statement of Qualification (SOQ) for Design Consultant Services. cannot agree on a scope for the fee available, the City will enter into negotiations with the next most qualified firm.

Questions concerning the proposed contract terms and conditions should be addressed to Daryle.Parker@wilmingtonnc.gov. I hope to receive your statement of qualification for this work.

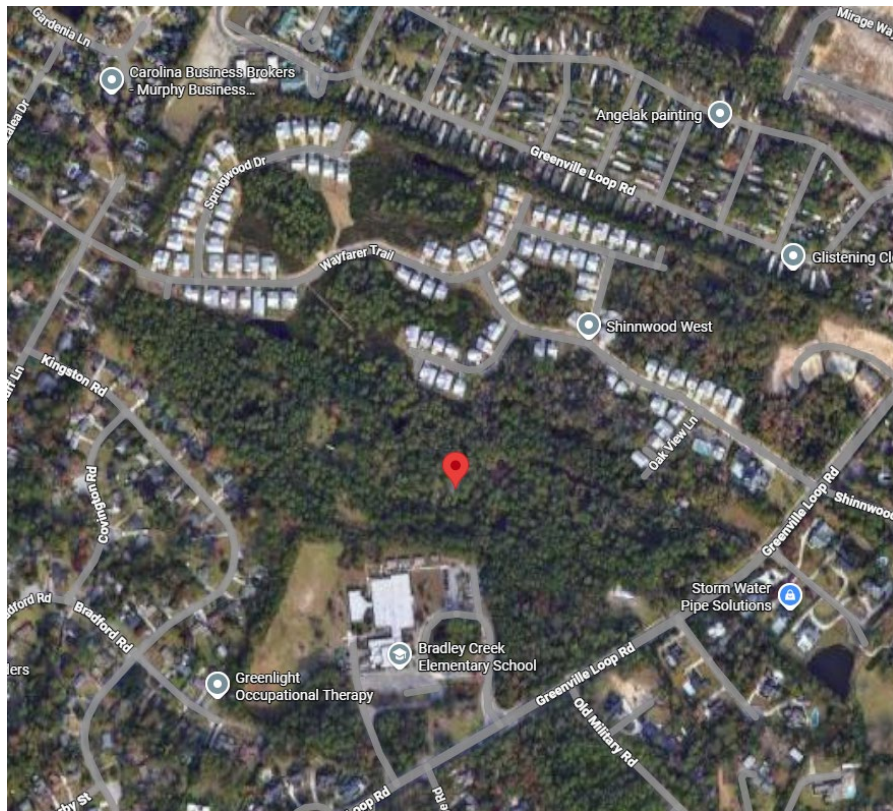
Sincerely,

Daryle L. Parker
Purchasing Manager

Enclosure

cc: Kim Gordon, Senior Project Manager, Design and Construction

REQUEST FOR QUALIFICATION



Introduction

The park construction must be Substantially Complete no later than March 16, 2031, which is five years after the purchase of the land.

The City will take the lead in building, operating and maintaining the new park.

The City intends to implement the Project via the Construction Management At-Risk method with a Guaranteed Maximum Price. The City is seeking a collaborative approach with an integrated team that will harness the talents and insights of all participants to optimize project results, increase value to the City, and maximize efficiency through all phases of design and construction.

The design consultant (Proposer) must clearly demonstrate the ability and expertise to provide the required services, staffing and resources to complete the project.

The Proposer must comply with all applicable ordinances, state, local and federal laws and the terms and conditions of the contract agreement.

Project Summary

The project aligns with the City of Wilmington's Comprehensive Parks, Recreation and Open Space Plan, which identifies the need to acquire an additional 120 acres to meet current and future recreational demands. It also advances the City's goal of expanding park access in areas currently underserved by recreational infrastructure while strengthening a connected network of parks, trails, and green space.

The site is approximately 25 acres off Greenville Loop Road, directly adjacent to Bradley Creek Elementary School and south of Shinnwood West Road. The property is undeveloped.

The terms of the Grant require the City to procure an arborist consultation and a tree survey during design. The City will provide the design consultant with a boundary and topographic survey, wetland delineation, and a Phase I Environmental Site Assessment (and Phase II, if necessary). All necessary project permits will be obtained by the consultant and paid for by the City.

While it is expected to include green space and/or trails, the terms of the Grant also require that the park include active components. The Grant Agreement requires that the Park will be a "publicly accessible space designed to support a wide range of outdoor recreational opportunities such as, but not limited to, sports fields, playgrounds, outdoor courts, and comparable active recreation-oriented facilities." The program of the park will be further determined after a period of public engagement.

The budget for design and construction of the park currently is approximately \$10 million.

Comprehensive Goals

1. The project shall be designed in an open, transparent method with an integrated public involvement campaign that ensures the needs of the users are represented.
2. Design must demonstrate spaces that are comfortable, safe and welcoming for all ages and should utilize Crime Prevention through Environmental Design (CPTED) principles.
3. Create flexible spaces that maximize use and space.
4. The project must be bicycle and pedestrian friendly.

5. The project shall devote approximately forty percent (40%) of the site to active recreational amenities and approximately thirty-five percent (35%) to open, flexible recreational areas.

Scope of Services

1. Review Agreement between City of Wilmington and New Hanover County Endowment. City of Wilmington will provide this during design.
2. Review ILA between City of Wilmington and New Hanover County. City of Wilmington will provide this during design.
3. City of Wilmington to provide boundary and topographic survey, wetland delineation, and a Phase I Environmental Site Assessment to design team. **(Attachments 1, 2, 3)**
4. Conduct site visit.
5. Facilitate a comprehensive community outreach process including identifying stakeholder groups, facilitating three public meetings, and preparing presentations, surveys and meeting minutes. This must be coordinated with the City of Wilmington.
6. Meet with internal and external stakeholders, including Endowment's Recreational Consultant, and the City's maintenance, operations, and parks and recreation staff, to identify opportunities and challenges.
7. Hold preliminary meetings with regulatory agencies as required to determine permitting requirements.
8. Create conceptual design drawings for City and stakeholder comment, based on outcome of community outreach and reconciliation with project budget.
9. City of Wilmington to procure arborist consultation and tree survey for consultant use.
10. City of Wilmington to procure topographic survey for consultant use.
11. Assist in presentations and preparing project data for bi-annual presentations to the New Hanover County Endowment.
12. Develop design drawings and specifications based on AIA and City Standards. Provide for 30%, 60% and 90% reviews by the City of Wilmington and stakeholders.

13. Secure all permitting and regulatory approvals required.
14. With the Construction Manager At Risk, develop a bid ready set of contract drawings, specifications and cost estimate for the project, including alternates, based upon approved design and budget.
15. Attend the pre-bid conference. CMAR to lead.
16. Respond to bidder questions and RFIs.
17. Prepare addenda to bid documents and secure regulatory approval of addenda when required.
18. Evaluate any substitution requests.
19. Attend pre-construction meeting. CMAR to lead.
20. Prepare record drawings from contractor's as-built drawings.
21. All plans, specifications and other documents prepared by the Consultant on behalf of the City shall be the sole property of the City of Wilmington and shall be provided in hard copy and electronic version upon request.

RFQ Response Timeline

The RFQ process shall adhere to the following schedule:

RFQ Process	Date	Time
Advertise RFQ	July 28, 2026	3:00 PM
RFQ Written Questions Due	August 20, 2026	5:00 PM
City Responses to RFQ Questions	August 25, 2026	5:00 PM
RFQ Due Date	September 10, 2026	3:00 PM
Interviews	TBA	TBA
City Council Award	TBA	TBA

Note: All times shown as Eastern Standard Time (EST)

Pre-Proposal Questions

Questions concerning the specifications in this Request for Qualification should be directed to the Project Manager. Questions will be received until Thursday, August 20, 2026, at 5:00 pm. An addendum summarizing all questions and answers will be posted to the City's website.

Project Manager for the City of Wilmington

Kim Gordon

Senior Project Manager, Design and Construction

Email : kim.gordon@wilmingtonnc.gov

Phone : 910.341.5812

Submittal Requirements

Statements of Qualifications must follow the format as defined in the section marked "SOQ".

Statement of Qualification should be limited to 25 pages or less, inclusive of cover page. Please use 8 ½" x 11" sheets, single spaced, one sided with no less than 12-point font. Respondents must submit one (1) signed original and five (5) copies plus one (1) electronic version of the "Design Consultant Services-GLRP" SOQ. The electronic version of the SOQ must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Compact Disc-Read Only Memory (CD-ROM) disc or USB drive attached to the SOQ. Proposals must be enclosed in a sealed envelope or package and clearly marked: "RFQ No. S6-0926 Design Consultant Services-GLRP". Both hard copy and electronic version must be received by the City on or before 3:00 PM, Thursday, September 10, 2026. Deliver SOQs to the following mailing / physical address:

City of Wilmington

Attention: Daryle L. Parker, Purchasing Manager

929 N. Front Street 10th Floor

Wilmington, NC 28401

SOQs received after the “RFQ Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the CD-ROM/USB must be clearly marked. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the statement of qualification. CONSULTANTS must respond to the entire Request for Qualification (RFQ). Any SOQs received by the City that are incomplete in their responses will be immediately disqualified.

Rights to Submitted Material

All statements, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received and the entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold “Confidential”.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Qualifications.

STATEMENT OF QUALIFICATIONS (SOQ)

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS (SOQ)

Please submit a complete Statement of Qualifications responding to all the required information requested. Incomplete Qualifications will be considered non-responsive and subject to rejection.

A. Section One: Introduction: Cover Letter/Letter of Intent

The cover letter shall be addressed to Mr. Daryle L. Parker, Purchasing Manager. It may be up to two pages (which do not count toward the 25-page maximum) and, at a minimum, must contain the following:

- Identification of organization, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Section Two: Respondent's Statement of Qualifications and Availability to Undertake the Project

1. Provide a statement of interest for the Project including a narrative describing the respondents' unique qualifications as they pertain to this particular Project.
2. Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.
3. Provide a schedule showing how the respondent will ensure the project meets its required March 2031 substantial completion deadline.

C. Section Three: Describe the overall approach to the project including:

1. Identifying project opportunities and challenges and how your firm will work with any potential constraints or limitations.
2. How your firm performs community outreach and how your approach guarantees maximum involvement.

D. Section Four: A list of key personnel with resumes and technical qualifications.

1. Describe the roles and responsibilities of the prime consultant and sub-consultants.
2. Clearly identify the team members expected to serve on the design and construction team.

E. Section Five: A representative list of projects performed in the past including the client, fee, final project costs, and specific tasks completed. For the purposes of this paragraph, representative shall mean providing design services in connection with park facilities.

F. Section Six: A list of current projects.

G. Section Seven: Experience working with Municipalities and other Public Entities.

Discuss how your proposed firm has worked on past projects within a collaborative design process with multiple team members i.e. project manager, CMAR and Municipalities.

Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on but not necessarily limited to the following criteria:

Criteria	Weights
Qualifications and experience of the proposed team members for the requested services.	30%
Overall quality and detail of submittal; demonstrated understanding of the scope of services.	20%
Time required to implement all aspects of the scope of services.	20%
Demonstration of prior successes with similar services and projects.	15%
Capacity to perform the workload.	15%

Final Selection

Procurement of the Design Consultant will be made in accordance with the provisions of G.S. 143-64.31 which requires that firms be selected on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fee. A team, comprised of City staff, will be responsible for the proposed evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluation period, the City of Wilmington reserves the right to interview the top selected firms or all of the proposing firms. The City's final selection will be the firm which, in the City's opinion, is the most responsive and responsible firm that meets the City's requirements in providing this service and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFQ. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have signed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ and the selected proposal, as amended by agreement between the City and the CONSULTANT including e-mail or written correspondence relative to the RFQ, may become part of the contract documents. Failure of the CONSULTANT to perform as represented may result in elimination of the CONSULTANT from competition or in contract cancellation or termination.

RESPONDER'S CERTIFICATION

Proposer's Signature: _____ Date: _____

By Signing above I certify that I have carefully read and fully understand the information contained in this RFQ; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Qualification being submitted and have the authority to sign Statement of Qualification on behalf of my organization. **It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in the event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state? _____

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and titles of managers or member-managers who will execute the contract on behalf of the company? _____

What is the state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____

**NON-COLLUSION AFFIDAVIT
CITY OF WILMINGTON**

RFQ No. S6-0926

State of North Carolina
County of New Hanover

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response:
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Wilmington or any person interested in the proposed contract.

Signature: _____

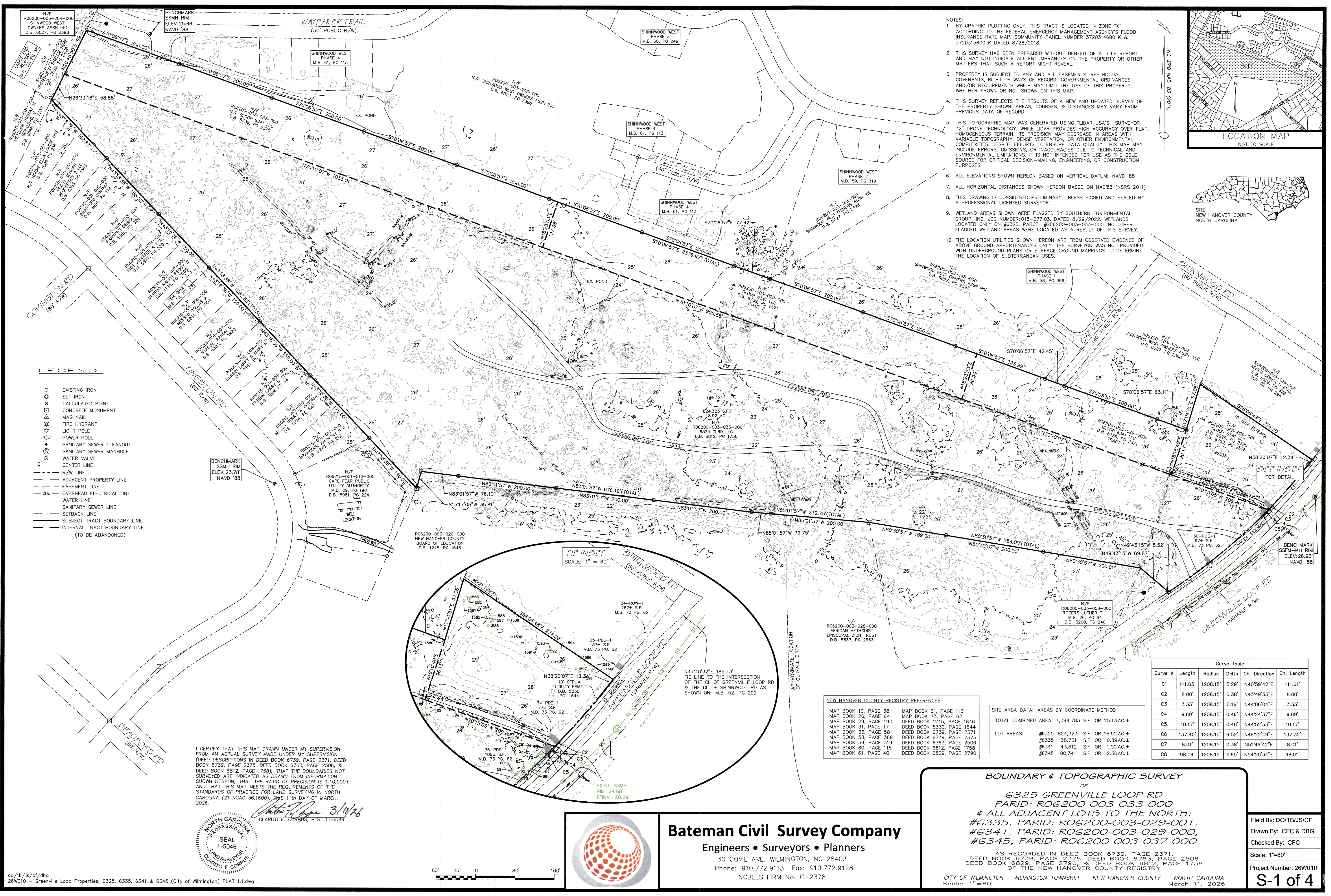
Title: _____

Date: _____

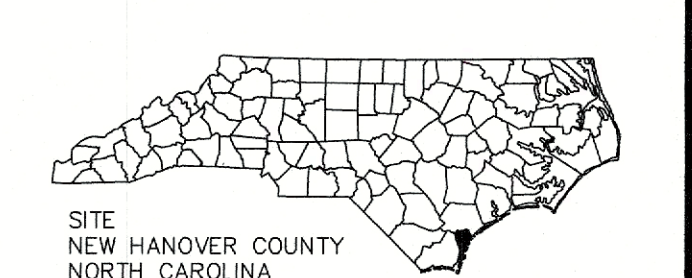
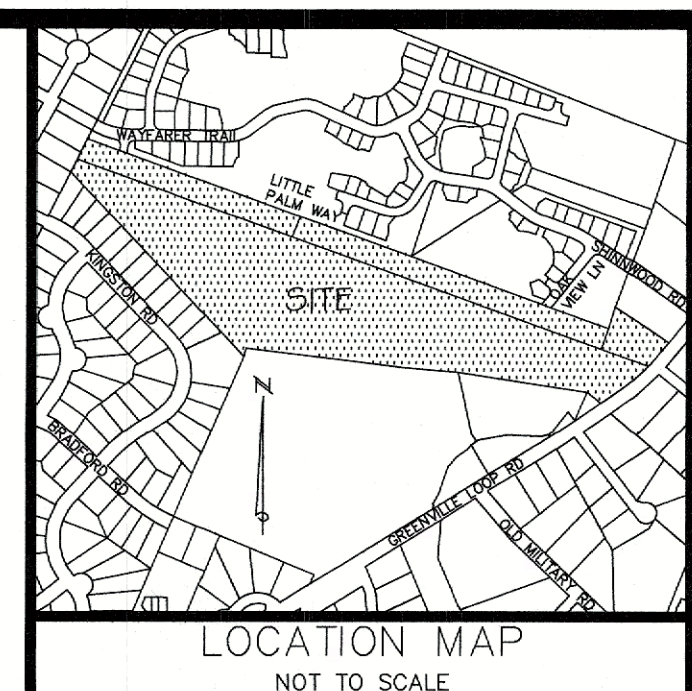
NOTARIZE

Subscribed and sworn to before me,
This _____ day of _____, 20____
Notary Public _____
My Commission Expires: _____

Attachment 1:
Sealed Topographic and Tree Surveys



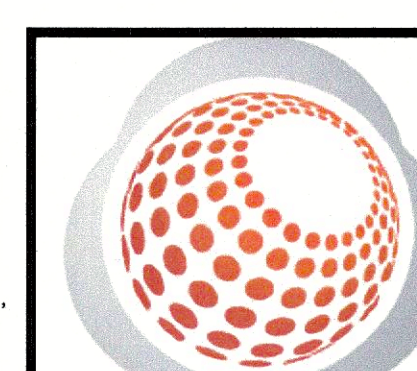
- NOTES:
1. BY GRAPHIC PLOTTING ONLY, THIS TRACT IS LOCATED IN ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 3720314600 K & 3720315600 K DATED 8/28/2018.
 2. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY OR OTHER MATTERS THAT SUCH A REPORT MIGHT REVEAL.
 3. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, RIGHT OF WAYS OF RECORD, GOVERNMENTAL ORDINANCES AND/OR REQUIREMENTS WHICH MAY LIMIT THE USE OF THIS PROPERTY; WHETHER SHOWN OR NOT SHOWN ON THIS MAP.
 4. THIS SURVEY REFLECTS THE RESULTS OF A NEW AND UPDATED SURVEY OF THE PROPERTY SHOWN. AREAS, COURSES, & DISTANCES MAY VARY FROM PREVIOUS DATA OF RECORD.
 5. THIS TOPOGRAPHIC MAP WAS GENERATED USING "LIDAR USA'S" SURVEYOR 32" DRONE TECHNOLOGY. WHILE LIDAR PROVIDES HIGH ACCURACY OVER FLAT, HOMOGENEOUS TERRAIN, ITS PRECISION MAY DECREASE IN AREAS WITH VARIABLE TOPOGRAPHY, DENSE VEGETATION, OR OTHER ENVIRONMENTAL COMPLEXITIES. DESPITE EFFORTS TO ENSURE DATA QUALITY, THIS MAP MAY INCLUDE ERRORS, OMISSIONS, OR INACCURACIES DUE TO TECHNICAL AND ENVIRONMENTAL LIMITATIONS. IT IS NOT INTENDED FOR USE AS THE SOLE SOURCE FOR CRITICAL DECISION-MAKING, ENGINEERING, OR CONSTRUCTION PURPOSES.
 6. ALL ELEVATIONS SHOWN HEREON BASED ON VERTICAL DATUM: NAVD 88
 7. ALL HORIZONTAL DISTANCES SHOWN HEREON BASED ON NAD83 (NSRS 2011)
 8. THIS DRAWING IS CONSIDERED PRELIMINARY UNLESS SIGNED AND SEALED BY A PROFESSIONAL LICENSED SURVEYOR.
 9. WETLAND AREAS SHOWN WERE FLAGGED BY SOUTHERN ENVIRONMENTAL GROUP, INC. JOB NUMBER: 015-077.03, DATED 8/29/2022. WETLANDS LOCATED ONLY ON #6325, PARCEL #R06200-003-033-000. NO OTHER FLAGGED WETLAND AREAS WERE LOCATED AS A RESULT OF THIS SURVEY.
 10. THE LOCATION UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF SUBTERRANEAN UTILITIES.



- LEGEND
- EXISTING IRON
 - SET IRON
 - CALCULATED POINT
 - CONCRETE MONUMENT
 - △ MAG NAIL
 - ★ FIRE HYDRANT
 - LIGHT POLE
 - POWER POLE
 - SANITARY SEWER CLEANOUT
 - SANITARY SEWER MANHOLE
 - WATER VALVE
 - CENTER LINE
 - R/W LINE
 - ADJACENT PROPERTY LINE
 - EASEMENT LINE
 - OVERHEAD ELECTRICAL LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - SETBACK LINE
 - SUBJECT TRACT BOUNDARY LINE
 - INTERNAL TRACT BOUNDARY LINE (TO BE ABANDONED)

I CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS IN DEED BOOK 6739, PAGE 2371, DEED BOOK 6739, PAGE 2375, DEED BOOK 6763, PAGE 2506, & DEED BOOK 6812, PAGE 1758); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 11th DAY OF MARCH, 2026.

Clarito F. Corbous 3/11/26
CLARITO F. CORBOUS, PLS L-5046



Bateman Civil Survey Company
Engineers • Surveyors • Planners
30 COVIL AVE, WILMINGTON, NC 28403
Phone: 910.772.9113 Fax: 910.772.9128
NCBELS FIRM No. C-2378

NEW HANOVER COUNTY REGISTRY REFERENCES:

MAP BOOK 10, PAGE 38	MAP BOOK 61, PAGE 113
MAP BOOK 26, PAGE 64	DEED BOOK 1245, PAGE 1646
MAP BOOK 29, PAGE 190	DEED BOOK 5330, PAGE 1644
MAP BOOK 31, PAGE 17	DEED BOOK 6739, PAGE 2371
MAP BOOK 33, PAGE 58	DEED BOOK 6739, PAGE 2375
MAP BOOK 58, PAGE 369	DEED BOOK 6763, PAGE 2506
MAP BOOK 59, PAGE 319	DEED BOOK 6812, PAGE 1758
MAP BOOK 60, PAGE 115	DEED BOOK 6829, PAGE 2790
MAP BOOK 61, PAGE 40	

SITE AREA DATA: AREAS BY COORDINATE METHOD

TOTAL COMBINED AREA: 1,094,783 S.F. OR 25.13 AC.±

LOT AREAS:

#6325	824,323 S.F. OR 18.92 AC.±
#6335	38,731 S.F. OR 0.89 AC.±
#6341	43,612 S.F. OR 1.00 AC.±
#6345	100,341 S.F. OR 2.30 AC.±

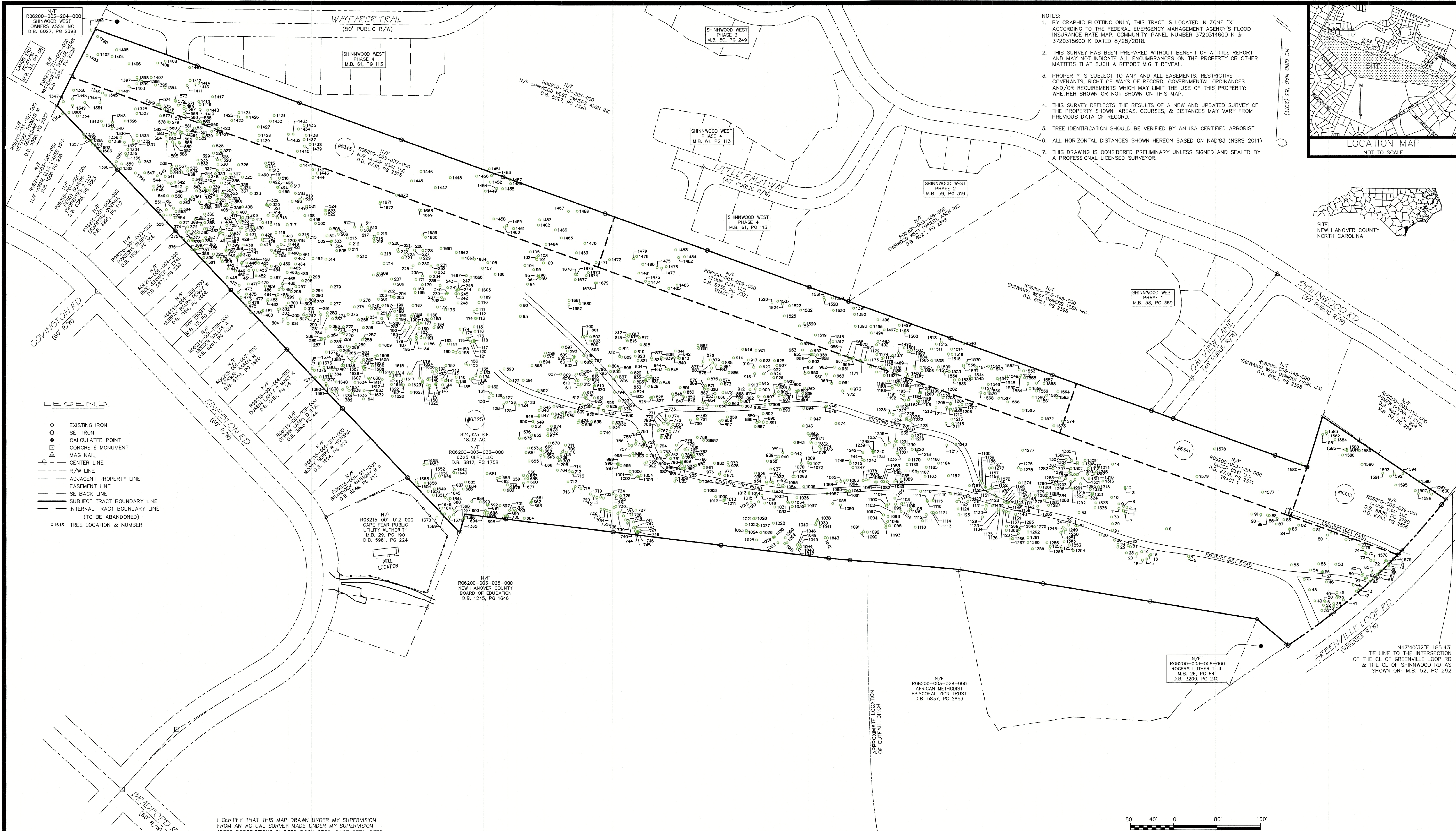
Curve Table					
Curve #	Length	Radius	Delta	Ch. Direction	Ch. Length
C1	111.65'	1208.15'	5.29°	N40°59'42"E	111.61'
C2	8.00'	1208.15'	0.38°	N43°49'55"E	8.00'
C3	3.35'	1208.15'	0.16°	N44°06'04"E	3.35'
C4	9.69'	1208.15'	0.46°	N44°24'37"E	9.69'
C5	10.17'	1208.15'	0.48°	N44°52'53"E	10.17'
C6	137.40'	1208.15'	6.52°	N48°22'49"E	137.32'
C7	8.01'	1208.15'	0.38°	N51°49'42"E	8.01'
C8	98.04'	1208.15'	4.65°	N54°20'34"E	98.01'

BOUNDARY & TOPOGRAPHIC SURVEY
OF
6325 GREENVILLE LOOP RD
PARID: R06200-003-033-000
ALL ADJACENT LOTS TO THE NORTH:
#6335, PARID: R06200-003-029-001,
#6341, PARID: R06200-003-029-000,
#6345, PARID: R06200-003-037-000

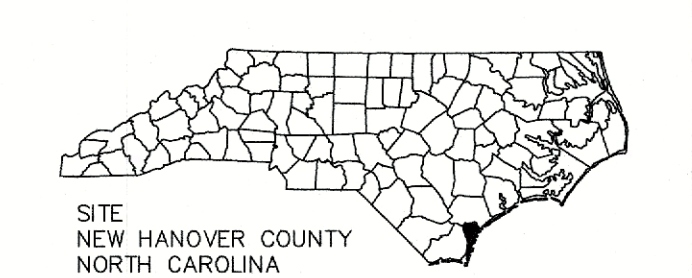
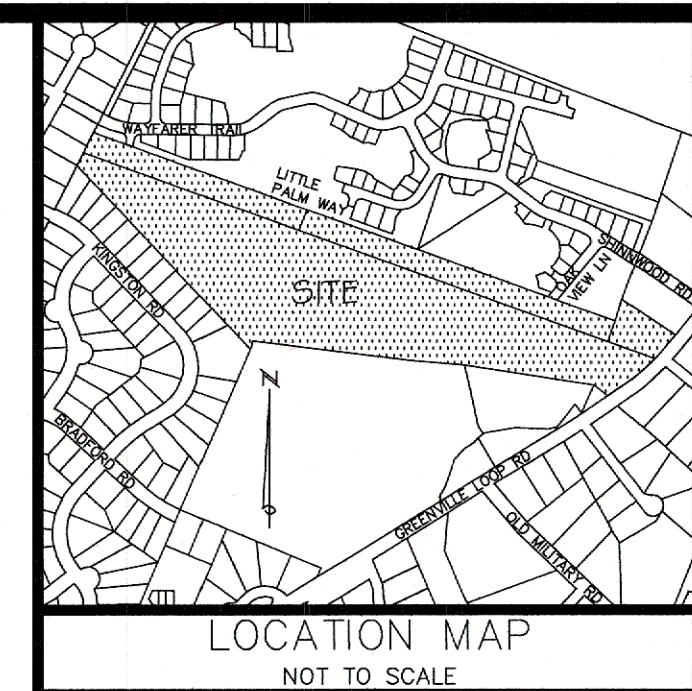
AS RECORDED IN DEED BOOK 6739, PAGE 2371,
DEED BOOK 6739, PAGE 2375, DEED BOOK 6763, PAGE 2506
DEED BOOK 6829, PAGE 2790, & DEED BOOK 6812, PAGE 1758
OF THE NEW HANOVER COUNTY REGISTRY

CITY OF WILMINGTON WILMINGTON TOWNSHIP NEW HANOVER COUNTY NORTH CAROLINA
Scale: 1"=80' March 11, 2026

Field By: DO/TB/JS/CF
Drawn By: CFC & DBG
Checked By: CFC
Scale: 1"=80'
Project Number: 26W010
S-1 of 4



- NOTES:
1. BY GRAPHIC PLOTTING ONLY, THIS TRACT IS LOCATED IN ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 3720314600 K & 3720315600 K DATED 8/28/2018.
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 5. TREE IDENTIFICATION SHOULD BE VERIFIED BY AN ISA CERTIFIED ARBORIST.
 6. ALL HORIZONTAL DISTANCES SHOWN HEREON BASED ON NAD83 (NSRS 2011).
 7. THIS DRAWING IS CONSIDERED PRELIMINARY UNLESS SIGNED AND SEALED BY A PROFESSIONAL LICENSED SURVEYOR.

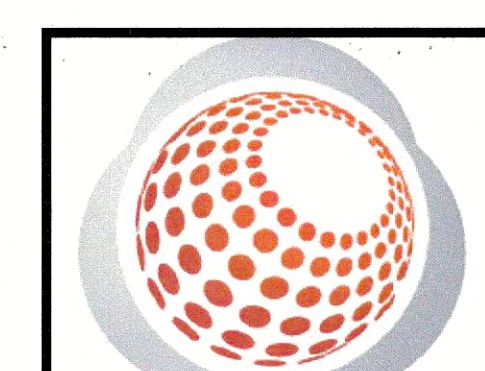


- LEGEND
- EXISTING IRON
 - SET IRON
 - CALCULATED POINT
 - CONCRETE MONUMENT
 - △ MAG NAIL
 - CENTER LINE
 - R/W LINE
 - ADJACENT PROPERTY LINE
 - EASEMENT LINE
 - SETBACK LINE
 - SUBJECT TRACT BOUNDARY LINE
 - INTERNAL TRACT BOUNDARY LINE (TO BE ABANDONED)
 - 1643 TREE LOCATION & NUMBER

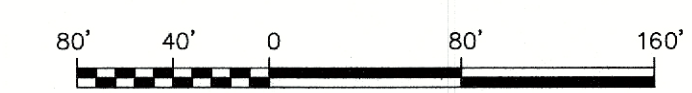
I CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS IN DEED BOOK 6739, PAGE 2371, DEED BOOK 6739, PAGE 2375, DEED BOOK 6763, PAGE 2506, & DEED BOOK 6812, PAGE 1758); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), 1995 11th DAY OF MARCH, 2026.



Clarito F. Corpus, PLS L-5048
3/11/26



Bateman Civil Survey Company
Engineers • Surveyors • Planners
30 COVIL AVE, WILMINGTON, NC 28403
Phone: 910.772.9113 Fax: 910.772.9128
NCBELS FIRM No. C-2378



TREE SURVEY
OF
6325 GREENVILLE LOOP RD
PARID: **RO6200-003-033-000**
* ALL ADJACENT LOTS TO THE NORTH:
#6335, PARID: **RO6200-003-029-001**,
#6341, PARID: **RO6200-003-029-001**,
#6345, PARID: **RO6200-003-037-000**

AS RECORDED IN DEED BOOK 6739, PAGE 2371, DEED BOOK 6739, PAGE 2375, DEED BOOK 6763, PAGE 2506, DEED BOOK 6829, PAGE 2790, & DEED BOOK 6812, PAGE 1758 OF THE NEW HANOVER COUNTY REGISTRY.

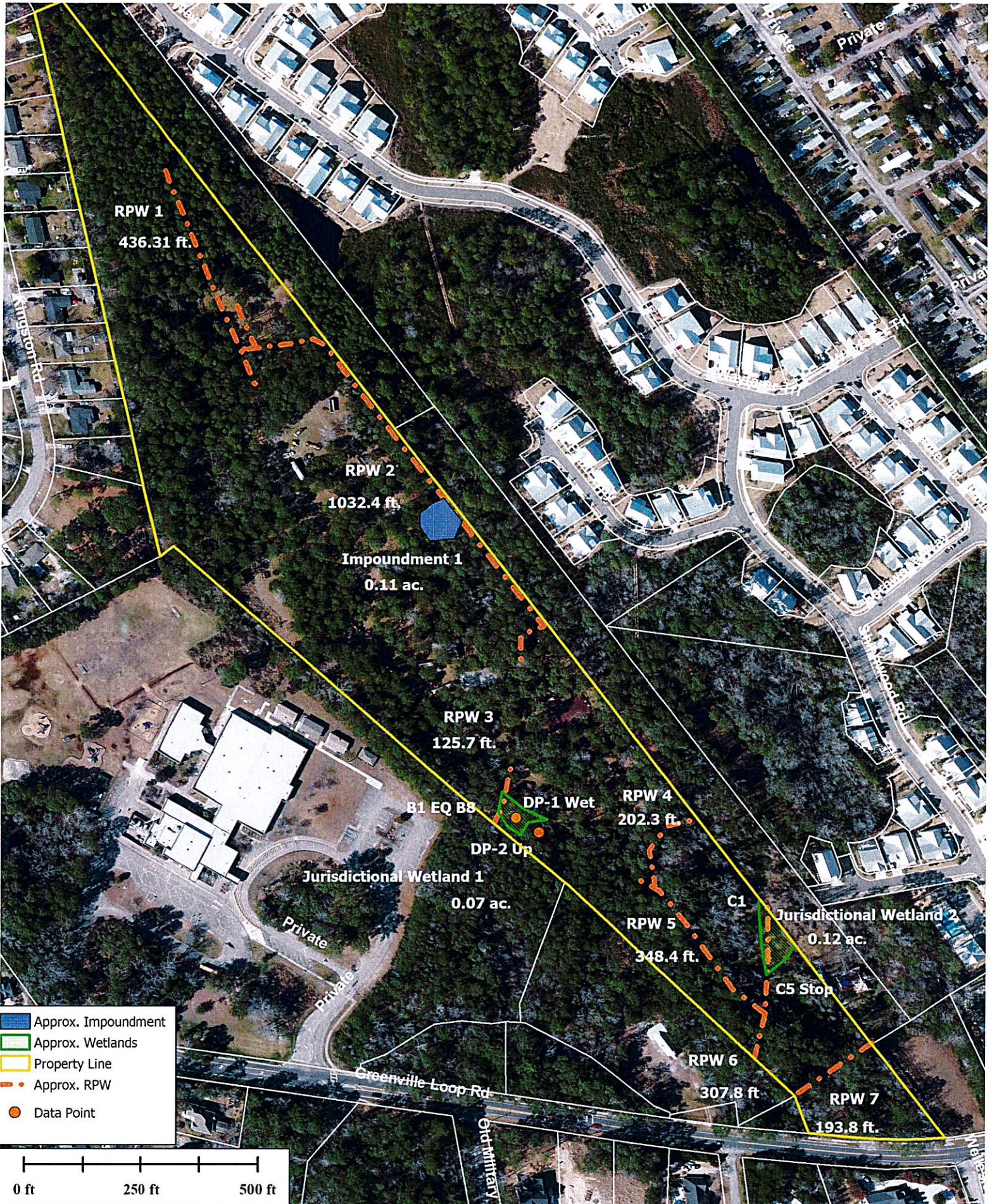
CITY OF WILMINGTON WILMINGTON TOWNSHIP NEW HANOVER COUNTY NORTH CAROLINA
Scale: 1"=80' March 11, 2026

Field By: DO/TBJS/CF
Drawn By: CFC & DBG
Checked By: CFC
Scale: 1"=80'
Project Number: 26W010
S-2 of 4

S-3 of 4

Tree #	Species	Diameter	Tree #	Species	Diameter	Tree #	Species	Diameter	Tree #	Species	Diameter	Tree #	Species	Diameter	Tree #	Species	Diameter
1261	MAGNOLIA	8"	1351	PINE	12"	1441	PINE	15"	1531	PINE	20"	1621	CREPE MYRTLE TWIN	8"	1531	PINE	20"
1262	OAK	10"	1352	PINE	14"	1442	PINE	13"	1532	OAK	12"	1622	CREPE MYRTLE TWIN	8"	1532	OAK	12"
1263	PINE	14"	1353	PINE	16"	1443	PINE	12"	1533	PINE	14"	1623	MAGNOLIA	10"	1533	PINE	14"
1264	OAK	10"	1354	PINE	12"	1444	PINE	14"	1534	PINE	16"	1624	PINE	14"	1534	PINE	16"
1265	OAK	8"	1355	MAPLE	12"	1445	PINE	16"	1535	PINE	21"	1625	MAGNOLIA	10"	1535	PINE	21"
1266	MAGNOLIA	6"	1356	MAPLE	6"	1446	PINE	15"	1536	OAK	9"	1626	MAGNOLIA	10"	1536	OAK	9"
1267	PINE	14"	1357	MAPLE	12"	1447	PINE	14"	1537	OAK	10"	1627	PINE	14"	1537	OAK	10"
1268	PINE	14"	1358	MAPLE	6"	1448	MAGNOLIA TRIPLE	6"	1538	PINE	14"	1628	PINE	14"	1538	PINE	14"
1269	MAGNOLIA	6"	1359	PINE	12"	1449	PINE	14"	1539	PINE	12"	1629	PINE	14"	1539	PINE	12"
1270	PINE	12"	1360	GUM CLUSTER	8"	1450	PINE	14"	1540	OAK	10"	1630	PINE	14"	1540	OAK	10"
1271	PINE	14"	1361	PINE	16"	1451	MAGNOLIA TWIN	12"	1541	OAK	10"	1631	PINE	12"	1541	OAK	10"
1272	PINE	14"	1362	PINE	16"	1452	PINE	13"	1542	MAGNOLIA	8"	1632	PINE	12"	1542	MAGNOLIA	8"
1273	PINE	14"	1363	PINE	14"	1453	MAGNOLIA CLUSTER	6"	1543	OAK	17"	1633	PINE	12"	1543	OAK	17"
1274	OAK	12"	1364	PINE	22"	1454	PINE	14"	1544	MAGNOLIA	11"	1634	PINE	12"	1544	MAGNOLIA	11"
1275	OAK	14"	1365	PINE	16"	1455	MAGNOLIA TWIN	8"	1545	PINE	12"	1635	PINE	14"	1545	PINE	12"
1276	OAK	14"	1366	PINE	10"	1456	PINE	13"	1546	PINE	12"	1636	PINE	12"	1546	PINE	12"
1277	GUM	10"	1367	PINE	18"	1457	PINE	13"	1547	PINE	12"	1637	PINE	14"	1547	PINE	12"
1278	MAPLE	10"	1368	PINE	12"	1458	MAGNOLIA	6"	1548	PINE	14"	1638	PINE	12"	1548	PINE	14"
1279	PINE	18"	1369	PINE	16"	1459	PINE	13"	1549	GUM	15"	1639	PINE	12"	1549	GUM	15"
1280	PINE	22"	1370	PINE	14"	1460	PINE	12"	1550	HOLLY CLUSTER	5"	1640	PINE	12"	1550	HOLLY CLUSTER	5"
1281	GUM	10"	1371	OAK	8"	1461	MAGNOLIA CLUSTER	6"	1551	PINE	15"	1641	PINE	12"	1551	PINE	15"
1282	MAGNOLIA	6"	1372	PINE	22"	1462	MAGNOLIA CLUSTER	12"	1552	PINE	17"	1642	PINE	14"	1552	PINE	17"
1283	PINE	20"	1373	PINE	18"	1463	PINE	23"	1553	PINE	12"	1643	CREPE MYRTLE	12"	1553	PINE	12"
1284	GUM	10"	1374	CREPE MYRTLE TWIN	6"	1464	MAGNOLIA	11"	1554	PINE	14"	1644	PINE	14"	1554	PINE	14"
1285	PINE	20"	1375	PINE	12"	1465	PINE	14"	1555	PINE	12"	1645	PINE	14"	1555	PINE	12"
1286	MAGNOLIA	12"	1376	CREPE MYRTLE CLUSTER	6"	1466	PINE	14"	1556	PINE	18"	1646	PINE	14"	1556	PINE	18"
1287	OAK	12"	1377	PINE	20"	1467	MAGNOLIA CLUSTER	9"	1557	OAK	13"	1647	PINE	12"	1557	OAK	13"
1288	OAK	12"	1378	PINE	16"	1468	MAGNOLIA CLUSTER	9"	1558	PINE	12"	1648	PINE	14"	1558	PINE	12"
1289	OAK	12"	1379	CREPE MYRTLE CLUSTER	8"	1469	PINE	12"	1559	PINE	14"	1649	GUM	12"	1559	PINE	14"
1290	MAGNOLIA	10"	1380	PINE	12"	1470	PINE	21"	1560	PINE	14"	1650	MAGNOLIA TWIN	10"	1560	PINE	14"
1291	MAGNOLIA	6"	1381	PINE	18"	1471	MAGNOLIA	10"	1561	OAK	10"	1651	PINE	14"	1561	OAK	10"
1292	OAK	10"	1382	MAPLE	10"	1472	PINE	19"	1562	PINE	12"	1652	PINE	14"	1562	PINE	12"
1293	MAGNOLIA	6"	1383	PINE	18"	1473	MAGNOLIA CLUSTER	7"	1563	PINE	12"	1653	PINE	16"	1563	PINE	12"
1294	MAGNOLIA	6"	1384	GUM	12"	1474	PINE	21"	1564	PINE	13"	1654	PINE	12"	1564	PINE	13"
1295	PINE	14"	1385	CREPE MYRTLE	6"	1475	OAK	14"	1565	OAK	10"	1655	MAGNOLIA	10"	1565	OAK	10"
1296	MAGNOLIA	8"	1386	PINE	26"	1476	PINE	20"	1566	OAK	15"	1656	HOLLY	6"	1566	OAK	15"
1297	MAGNOLIA	8"	1387	CREPE MYRTLE	6"	1477	MAGNOLIA TWIN	9"	1567	OAK	10"	1657	PINE	14"	1567	OAK	10"
1298	OAK TWIN	10"	1388	CREPE MYRTLE	6"	1478	PINE	15"	1568	PINE	15"	1658	OAK TWIN	10"	1568	PINE	15"
1299	OAK	10"	1389	PINE	12"	1479	PINE	15"	1569	PINE	13"	1659	SYCAMORE	14"	1569	PINE	13"
1300	OAK	16"	1390	PINE	18"	1480	OAK	14"	1570	PINE	13"	1660	PINE	12"	1570	PINE	13"
1301	MAGNOLIA	8"	1391	PINE	20"	1481	PINE	10"	1571	OAK TWIN	8"	1661	PINE	12"	1571	OAK TWIN	8"
1302	OAK	10"	1392	MAGNOLIA	10"	1482	PINE	24"	1572	OAK TWIN	10"	1662	PINE	14"	1572	OAK TWIN	10"
1303	OAK	12"	1393	GUM	12"	1483	OAK	14"	1573	OAK	12"	1663	PINE	14"	1573	OAK	12"
1304	OAK TWIN	12"	1394	PINE	17"	1484	PINE	13"	1574	OAK	14"	1664	PINE	14"	1574	OAK	14"
1305	OAK	12"	1395	PINE	12"	1485	PINE	12"	1575	PINE	16"	1665	PINE	12"	1575	PINE	16"
1306	MAGNOLIA	12"	1396	PINE	12"	1486	PINE	15"	1576	GUM TWIN	12"	1666	PINE	12"	1576	GUM TWIN	12"
1307	OAK TWIN	8"	1397	PINE	14"	1487	PINE	16"	1577	OAK TWIN	12"	1667	PINE	12"	1577	OAK TWIN	12"
1308	OAK	12"	1398	PINE	12"	1488	PINE	14"	1578	OAK	28"	1668	PINE	14"	1578	OAK	28"
1309	MAGNOLIA	10"	1399	PINE	12"	1489	PINE	14"	1579	GUM	16"	1669	SYCAMORE	14"	1579	GUM	16"
1310	MAGNOLIA	6"	1400	MAGNOLIA	11"	1490	PINE	13"	1580	OAK	19"	1670	PINE	12"	1580	OAK	19"
1311	MAGNOLIA	6"	1401	PINE	21"	1491	OAK	10"	1581	GUM	15"	1671	GUM	12"	1581	GUM	15"
1312	MAGNOLIA	14"	1402	MAGNOLIA	10"	1492	PINE	19"	1582	GUM	15"	1672	PINE	12"	1582	GUM	15"
1313	MAGNOLIA	8"	1403	PINE	12"	1493	PINE	13"	1583	GUM	15"	1673	PINE	12"	1583	GUM	15"
1314	MAGNOLIA	8"	1404	PINE	12"	1494	PINE	19"	1584	PINE	13"	1674	PINE	12"	1584	PINE	13"
1315	MAGNOLIA	8"	1405	MAGNOLIA	11"	1495	PINE	12"	1585	GUM	20"	1675	PINE	16"	1585	GUM	20"
1316	OAK	16"	1406	PINE	12"	1496	PINE	18"	1586	GUM	14"	1676	PINE	14"	1586	GUM	14"
1317	MAGNOLIA	10"	1407	PINE	12"	1497	PINE	16"	1587	MAGNOLIA TWIN	6"	1677	JUNIPER	18"	1587	MAGNOLIA TWIN	6"
1318	MAGNOLIA	8"	1408	PINE	13"	1498	PINE	12"	1588	GUM	12"	1678	PINE	16"	1588	GUM	12"
1319	OAK TWIN	10"	1409	PINE	12"	1499	WHITE OAK	12"	1589	PINE	15"	1679	MAGNOLIA	10"	1589	PINE	15"
1320	MAGNOLIA	6"	1410	PINE	12"	1500	WHITE OAK	12"	1590	PINE	14"	1680	PINE	18"	1590	PINE	14"
1321	OAK	12"	1411	PINE	12"	1501	PINE	18"	1591	PINE	14"	1681	JUNIPER	10"	1591	PINE	14"
1322	MAGNOLIA	6"	1412	PINE	14"	1502	PINE	12"	1592	PINE	13"	1682	OAK	10"	1592	PINE	13"
1323	OAK	12"	1413	MAGNOLIA CLUSTER	9"	1503	PINE	17"	1593	PINE	18"				1593	PINE	18"
1324	OAK TWIN	14"	1414	PINE	13"	1504	PINE	12"	1594	MAGNOLIA	9"				1594	MAGNOLIA	9"
1325	MAGNOLIA	6"	1415	PINE	12"	1505	PINE	19"	1595	PINE TWIN	12"				1595	PINE TWIN	12"
1326	PINE	12"	1416	PINE	12"	1506	PINE	17"	1596	GUM	20"				1596	GUM	20"
1327	GUM	8"	1417	PINE	13"	1507	MAGNOLIA	6"	1597	PINE	19"				1597	PINE	19"
1328	MAGNOLIA	6"	1418	MAGNOLIA CLUSTER	9"	1508	MAGNOLIA	12"	1598	PINE	20"				1598	PINE	20"
1329	PINE	12"	1419	MAGNOLIA	9"	1509	PINE	17"	1599	GUM	13"				1599	GUM	13"
1330	CREPE MYRTLE CLUSTER	6"	1420	MAGNOLIA	8"	1510	OAK TWIN	12"	1600	GUM	14"				1600	GUM	14"
1331	PINE	18"	1421	PINE	14"	1511	PINE	15"	1601	PINE	12"				1601	PINE	12"
1332	PINE	12"	1422	PINE	14"	1512	MAGNOLIA	10"	1602	PINE	16"				1602	PINE	16"
1333	PINE	14"	1423	PINE	12"	1513	PINE	17"	1603	MAPLE	10"				1603	MAPLE	10"
1334	CREPE MYRTLE	6"	1424	MAGNOLIA	10"	1514	PINE	13"	1604	CREPE MYRTLE TWIN	12"				1604	CREPE MYRTLE TWIN	12"
1335	PINE	14"	1425	MAGNOLIA	8"	1515	PINE	17"	1605	OAK	10"				1605	OAK	10"
1336	CREPE MYRTLE TWIN	6"	1426	PINE	12"	1516	PINE	19"	1606	CREPE MYRTLE	10"				1606	CREPE MYRTLE	10"
1337	CREPE MYRTLE	6"	1427	PINE	14"	1517	OAK	12"	1607	PINE	12"				1607	PINE	12"
1338	PINE	16"	1428	PINE TWIN	12"	1518	OAK TRIPLE	12"	1608	PINE	14"				1608	PINE	14"
1339	PINE	16"	1429	MAGNOLIA	10"	1519	PINE	20"	1609	PINE	16"				1609	PINE	16"
1340	PINE	16"	1430	PINE	14"	1520	PINE	14"	1610	PINE	18"				1610	PINE	18"
1341	PINE	12"	1431	PINE	14"	1521	PINE	20"	1611	PINE	16"				1611	PINE	16"
1342	PINE	18"	1432	MAGNOLIA	9"	1522	OAK	12"	1612	PINE TWIN	12"				1612	PINE TWIN	12"
1343	HOLLY	6"	1433	PINE	15"	1523	PINE	17"	1613	PINE	10"				1613	PINE	10"
1344	PINE	18"	1434	PINE	12"	1524	PINE	14"	1614	OAK CLUSTER	8"				1614	OAK CLUSTER	8"
1345	CREPE MYRTLE TWIN	6"	1435	MAGNOLIA CLUSTER	12"	1525	PINE	14"	1615	PINE	14"				1615	PINE	14"
1346	PINE	18"	1436	PINE	12"	1526	PINE	18"	1616	PINE	18"				1616	PINE	18"
1347	PINE	14"	1437	PINE	14"	1527	PINE	13"	1617	PINE	18"				1617	PINE	18"
1348	PINE	12"	1438	PINE	16"	1528	PINE	20"	1618	OAK TWIN	8"				1618	OAK TWIN	8"
1349	OAK	14"	1439	PINE	13"	1529	PINE	19"	1619	CREPE MYRTLE CLUSTER	6"				1619	CREPE MYRTLE CLUSTER	6"
1350	PINE	12"	1440	MAGNOLIA	15"	1530											

Attachment 2:
Wetland Delineation Maps



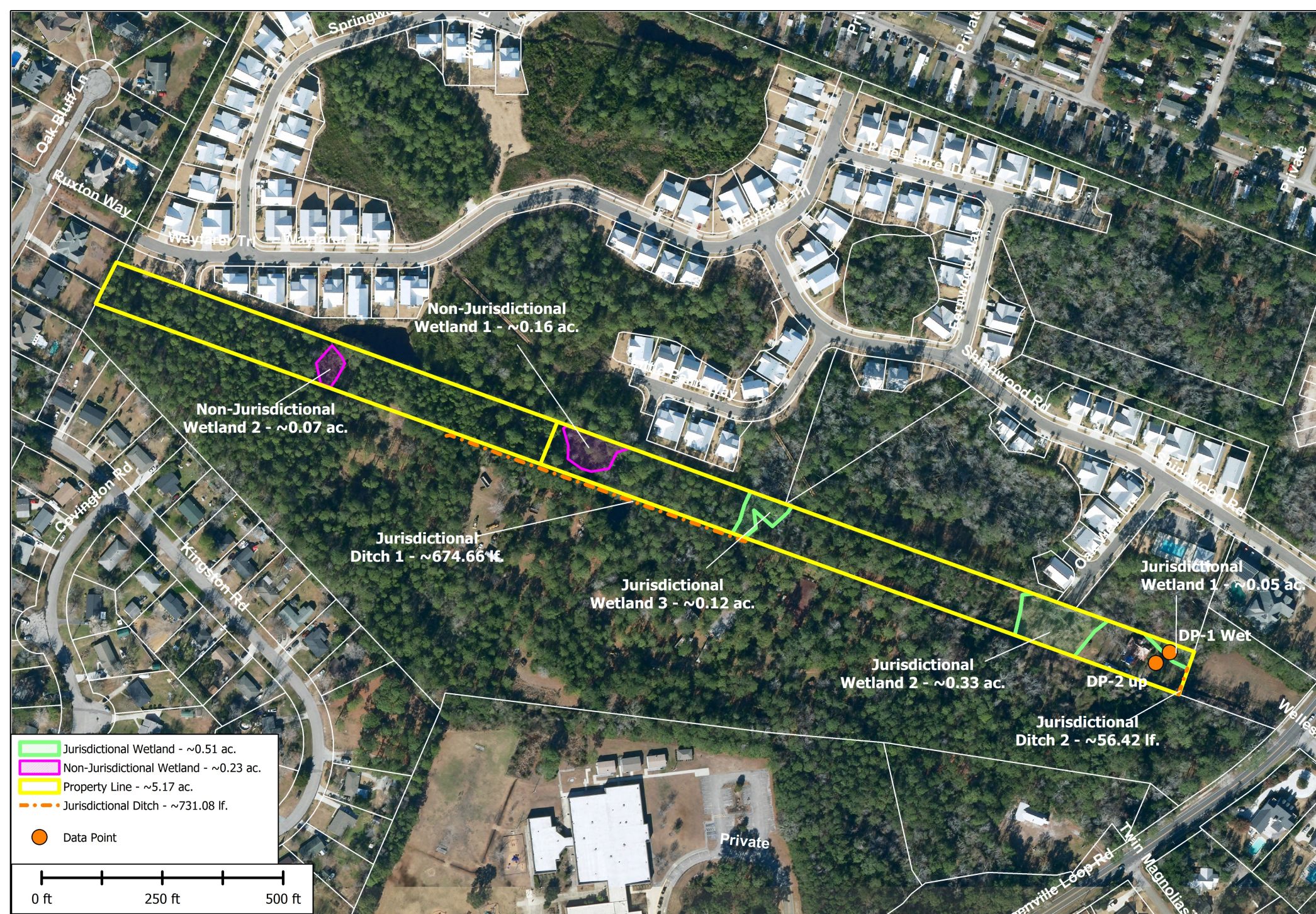
Map Source: 2020 NCOneMaps Orthoimagery

All lines are approximate and should be used for planning purposes only.

**Field Sketch of Wetlands
Halsey Tract
Wilmington, New Hanover Co., N.C.
2/8/2023 015-077.03**







Field Sketch of Wetlands
6341 & 6345 Greenville Loop Rd
Wilmington, New Hanover Co., N.C.
1/28/2026 026-009.01



Attachment 3:
Phase 1 Environmental Assessment



Addendum To Phase I Environmental Site Assessment

Date: February 4, 2026

Property Address: 6325, 6335, 6341, and 6345 Greenville Loop Rd.

Original Report Date: November 10, 2025

Project Number: 015-077.03

I. Purpose

This Addendum is issued to supplement the Phase I Environmental Site Assessment (ESA) dated November 10, 2025. This document incorporates information received from the City of Wilmington local government offices that was pending at the time of the original report issuance.

II. Supplemental Information – Local Records / Interviews

On December 2, 2025, a response was received from Penny Spicer-Sidbury, City Clerk, regarding a records request for the Subject Property. The findings are summarized as follows:

Fire Department Records: The Wilmington Fire Department (WFD) reported no recorded incidents involving hazardous materials or spills at any of the subject addresses (6325, 6335, 6341, and 6345 Greenville Loop Rd).

Storage Tanks: Documents provided by the City Clerk's office were reviewed regarding storage tanks in the vicinity. The nearest known storage tanks are located in the broader Greenville Loop Rd area; however, none were identified as being located on, or immediately adjacent to, the Subject Property in a manner that suggests a vapor encroachment or migration risk.

III. Environmental Professional's Opinion

The information provided by the City Clerk is consistent with the historical use of the Subject Property identified in the original Phase I ESA. This supplemental information does not identify new Recognized Environmental Conditions (RECs), Controlled RECs (CRECs), or Historical RECs (HRECs).

IV. Conclusion

The conclusions and recommendations stated in the Phase I ESA dated November 10, 2025, remain unchanged. This Addendum should be attached to, and made a part of, the original report.

Prepared By:

Megan Dean, Regulatory Specialist

Reviewed/Approved By:

Dana A. Lutheran, Senior Regulatory Specialist, Environmental Professional

Southern Environmental Group, Inc.



Phase I Environmental Site Assessment

ASTM E1527-21

Greenville Loop Rd Properties

6325 Greenville Loop Rd.
Wilmington, New Hanover County, NC 28409

Date
10 November 2025

Prepared For ("User"):

Tribute Companies, Inc.
C/O Kiehli Gore, I&D Support Specialist

Prepared By:

Megan Dean, Regulatory Specialist
Southern Environmental Group, Inc.

Reviewed and Approved By:

Dana Lutheran, Senior Regulatory Specialist,
Environmental Professional
Southern Environmental Group, Inc.

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Report Information

Project Name:

Greenville Loop Rd Properties

Location of Project:

6325 Greenville Loop Rd

Wilmington, NC 28409

New Hanover County PID# R06200-003-033-000, R06200-003-029-001, R06200-003-029-000, & R06200-003-037-000

SEGi Project ID:

015-077.03

Prepared For:

Tribute Companies, Inc.

C/O Kiehli Gore, I&D Support Specialist

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Wilmington, NC 28405

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Reviewed/Approved By:

Dana A. Lutheran, Senior Regulatory Specialist, Environmental Professional

Southern Environmental Group, Inc.

5315 College Rd. Suite E

Wilmington, NC 28412

(910)228-1841

dlutheran@segi.us

I declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional, as defined in the American Society for Testing Materials (“ASTM”) E1527-21 Standard.

I have specific qualifications based on education, training, and experience to assess a property, of the nature, history, and setting similar to that of the Subject Property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

I am under contract for this specific assignment, and I have no other side deals, agreements, or financial considerations with the User or others in connection with this transaction. This report is written to meet the ASTM E1527-21 requirements, as well as to document the non-scope conditions within the project limits.

A handwritten signature in black ink, appearing to read "D. Lutheran", written over a horizontal line.

Dana A. Lutheran
SEGi Environmental Professional

11/10/2025

Date

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1 Executive Summary

Southern Environmental Group, Inc. (SEGi) was contracted by Tribute Companies, Inc., herein referred to as the “User” or “Client”, to perform an American Society for Testing Materials (“ASTM”) E1527-21, Phase I Environmental Assessment (ESA) on four (4) parcels of land, herein referred to as the “Subject Property.” The project area encompasses approximately 25.29 acres and has PID numbers **R06200-003-033-000, R06200-003-029-001, R06200-003-029-000, and R06200-003-037-000**. The Subject Property is in central Wilmington, New Hanover County, North Carolina (see Figure 3.1).

The ASTM E1527-21 identifies Recognizable Environmental Conditions (RECs) as “(1) the presence of hazardous substances or petroleum products in, on or at the Subject Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the Subject Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the Subject Property under conditions that pose a material threat of a future release to the environment.” The term “likely” means a condition “which is neither certain nor proved but can be expected or believed by a reasonable observer based on the logic and/or experience of the environmental professional, and/or available evidence, as stated in the report to support the opinions given.”

De minimis conditions are not recognized as environmental conditions. A de minimis condition is one that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Therefore, conditions determined to be de minimis conditions are not recognized environmental conditions or controlled recognized environmental conditions. 42 U.S.C. § 9601(22) defines a “release” as “any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substances or pollutant or contaminants). The potential adverse impacts were assessed through the visual inspection of the Subject Property and of the surrounding properties, through research on available databases, and through interviews. The scope of this assessment does not include evaluation of the potential existence of lead-based paint or asbestos within any existing structures.

The Phase I ESA provides an environmental review of the Subject Property to identify any existing or potential RECs that may reasonably be anticipated to be on or near the Subject Property in accordance with the guidelines set forth in the ASTM E1527-21 *Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process*, as limited by the Scope of Work, the Limitations and Exceptions of Assessment, and the Qualifications and Limitations. This Phase I ESA is based on a review of existing conditions, reported pre-existing conditions, and operations at the Subject Property and adjacent properties, at the time of the investigation. A regulatory database report was provided by LightBox Environmental Data Resources (EDR). The database search includes a review of Federal, State, and Local databases for facilities and properties within the ASTM-specified minimum search distances from the Subject Property. The EDR report did not identify the Subject Property on any of the databases searched. Five (5) off-site properties were identified within the ASTM search distances. Based on the review of the EDR data, publicly available environmental records, the relative distances from the Subject Property, and inferred groundwater flow direction determined from surface topography, these reported facilities are not considered likely to pose an environmental concern or otherwise represent a risk to the Subject Property.

This Executive Summary is an integral part of the Phase I ESA report. SEGi recommends that the report be read in its entirety.

2 Introduction

2.1. Purpose

The ASTM (2021) defines the purpose of the Phase I ESA as quoted:

"The purpose of this practice is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the 'landowner liability protections,' or 'LLPs'): that is, the practice that constitutes 'all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice' as defined at 42 USC § 9601(35)(B)." (Page 1, ASTM, 2021).

In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed, and it directed the United States Environmental Protection Agency (USEPA) to promulgate a rule defining due diligence for compliance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). This rule, which is generally referred to as All Appropriate Inquiry (AAI), was adopted in 2002; it states that ASTM E1527-21 complies with the US EPA requirements for AAI. In some cases, the ASTM E1527-21 is more stringent than AAI.

The objective of this report is to identify the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. It provides an environmental review of properties to identify any existing or potential recognizable environmental conditions that may reasonably be anticipated to be on or near the Subject Property in accordance with the guidelines set forth in the American Society for Testing and Materials ("ASTM") Standard E1527-21 Standard Practice for Environmental Assessment Process as limited by the Scope of Work, the Limitations and Exceptions of Assessment, and the Qualifications and Limitations. In addition, the purpose of the Phase I ESA is to document compliance with 24 CFR 50.3(i).

2.2. Detailed Scope-of-Services

SEGi will evaluate the Subject Property to determine the extent of apparent, previous site disturbances or business practices that have created a negative environmental impact on the Subject Property that might indicate past or present generation, handling, and/or storage of waste—the presence of Recognizable Environmental Conditions (RECs), Controlled Recognizable Environmental Conditions (CRECs) and Historical Recognizable Environmental Conditions (HRECs). The extent of this Phase I Environmental Assessment will include the following services:

- 2.2.1. A general site reconnaissance of the property that includes a visual inspection of the property's boundary to observe any obvious ground surface disturbances or unnatural soil and land features and an inspection of the tract to find evidence of environmental problems resulting from negligent business practices,
- 2.2.2. A review of available aerial photographs, topographic maps, Sanborn Fire Insurance maps, city and county directories, and relevant historical background data that is readily available and that may indicate previous land use(s),
- 2.2.3. Evaluate various relevant hazardous waste databases, permit databases, and property inventories from the federal, state, and/or local governmental agencies, which might identify a nearby known source of contaminant, and/or property in non-compliance with current environmental regulations,
- 2.2.4. Provide a brief survey of adjacent land uses and those on permit databases identifying potential waste generators or waste storage facilities which might have an impact on the Subject Property,
- 2.2.5. Preparing a narrative description of the property describing its general environmental status with various maps, photos and supporting documentation being attached,
- 2.2.6. Summarizing and concluding if further environmental study is needed and if so what type of study would be involved for a thorough evaluation to complete a "Due Diligence Review" of the property, and
- 2.2.7. An electronic copy of the report containing the information listed above.

The Phase I ESA provides an environmental review of properties to identify any existing or potential recognizable

environmental conditions that may reasonably be anticipated to be on or near the Subject Property in accordance with the guidelines set forth in the American Society for Testing and Materials (“ASTM”) E1527-21 Standard Practice for Environmental Assessment Process as limited by the Scope of Work, the Limitations and Exceptions of Assessment, and the Qualifications and Limitations. This Phase I ESA is based on a review of existing conditions, reported pre-existing conditions, and operations at the site and adjacent properties, at the time of the investigation.

2.3. Significant Assumption, Limitations and Exceptions

This Phase I will be limited to the services listed in Section 1.2 and will not test for, look for, or review other items such as, but not limited to, radon, lead paint, asbestos, or indoor air quality unless otherwise indicated. This Phase I will not evaluate, in detail, adjacent land uses. This report will not evaluate the condition, quality, or availability of the groundwater beneath the Subject Property.

Furthermore, the report will list conditions which may limit the scope of the review as further below:

Southern Environmental Group, Inc. and its employees performed this Phase I ESA in accordance with the American Society for Testing and Materials’ Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process as documented in their E1527-21 publication but limited as stated in this document.

Southern Environmental Group, Inc. has made no independent investigation as to the accuracy or completeness of the information obtained from the secondary sources or personal interviews and assumes that such information was complete and accurate.

The findings, conclusions, recommendations, and photographs provided in this Report are based on facts and circumstances, as they existed at the time the information was obtained. A change in any fact or circumstance upon which this report is based and / or any change in federal, state, or local laws or regulations may adversely affect the findings, conclusions, and recommendations as expressed in this document. Therefore, the findings, conclusions, and recommendations provided in this Report are applicable only to the property and dates identified within this report. This Report does not warrant against any future condition, operation, or activity that may or will occur on the property subject to this Report or on property adjacent to or on other property in the vicinity.

The potential for environmental contamination was determined based on research into readily available information available from federal, state, and local agencies. However, groundwater flow can be determined only by using correctly installed groundwater wells, and contamination can be determined only by testing groundwater and soil samples in a certified laboratory using methods approved by the United States Environmental Protection Agency.

Southern Environmental Group, Inc. makes no representation regarding the value or marketability of the property being assessed or the property’s suitability for any specific use, and no value, marketability, or use should be inferred from the contents of this report.

Southern Environmental Group, Inc. relied on the services of a professional title company, a licensed attorney, or officials with the local tax office for the documentation on previous ownership of the property and does not guarantee the list provided by the third party is complete or accurate.

Southern Environmental Group, Inc., is not responsible for or liable for the independent conclusions, opinions, recommendations, actions, or information provided by other parties that is contained within this document. Southern Environmental Group, Inc., is not responsible or liable for the independent conclusions, opinions, recommendations, actions, or information made by others based on the information contained in this Report. Southern Environmental Group, Inc. will have no liability in excess of the cost of this report.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Southern Environmental Group, Inc. MAKES NO REPRESENTATION OR WARRANTY THAT THE IMPLEMENTATION OR USE OF THE FINDINGS, CONCLUSIONS, OR RECOMMENDATIONS OF THIS DOCUMENT/REPORT WILL RESULT IN COMPLIANCE WITH APPLICABLE LAWS AND/OR REGULATIONS.

2.4. Special Terms and Conditions

The Phase I ESA may be relied upon by the User and their assigns, including lending institutions.

2.5. Use of Report and Reserved Rights

Information reliance is defined by ASTM as:

"An environmental professional is not required to verify independently the information provided but may rely on information provided unless he or she has actual knowledge that certain information is incorrect or unless it is obvious that certain information is incorrect based on other information obtained in the Phase I Environmental Site Assessment or otherwise actually known to the environmental professional." (Page 12, ASTM, 2021).

This report is for the sole benefit and exclusive use of the User and their assigns. It is possible that information exists beyond the scope of this assessment. Additional information, which was not found or available to Southern Environmental Group, Inc., at the time of report preparation, may result in a modification of the conclusions and recommendations presented herein. Any reliance on this report by third parties shall be at their own risk.

3 Site Description

3.1. Location and Legal Description of the Subject Property

The Subject Property is situated along Greenville Loop Road, within the incorporated area of Wilmington in New Hanover County, North Carolina. The Subject Property encompasses approximately 25.29 acres in total of land. The approximate site boundaries are outlined in Figure 3.1 below, including Tract 1 outlined in red, Tract 2 outlined in blue, Tract 3 outlined in yellow, and Tract 4 outlined in green. The Tracts legal descriptions are, “PT ROGERS,” “PT GALLOWAY HARNETT,” “PT GALLOWAY HARNETT,” “PT LOT 1 GALLOWAY,” respectively.

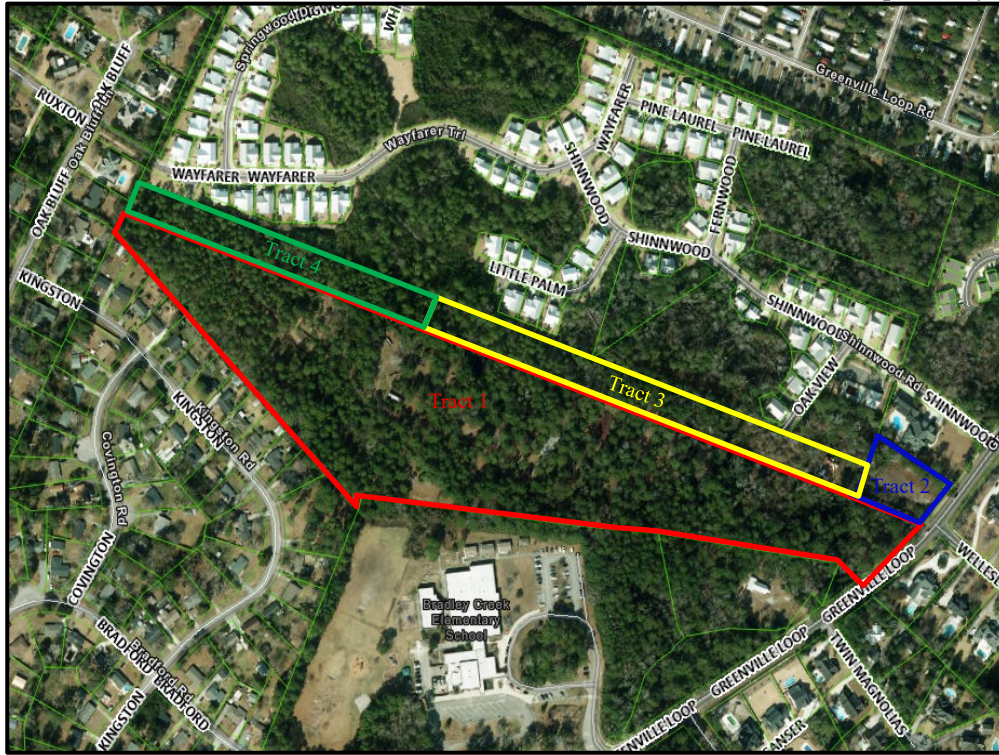


Figure 3.1: Project Parcel Map (NEW HANOVER COUNTY GIS)

3.2. Site and Vicinity General Characteristics

The Subject Property is bordered by residential development to the north, Greenville Loop Road and residential development to the east, Bradley Creek Elementary School to the south, and more residential development to the west. The Subject Property (outlined in red below) is zoned by the City of Wilmington as Residential (R-15), which is for medium density residential development, where all subdivide lots shall encompass as least 1,500 square feet. Surrounding properties have similar zoning, except for the southern adjacent property, which is zoned for Office and Institutional (O&I) use (see Figure 3.2 below).

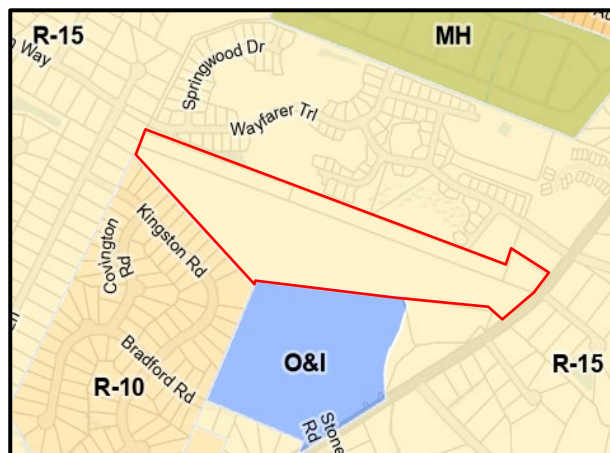


Figure 3.2: City of Wilmington zoning map

3.3. Current Use of the Subject Property

Tract 1 of the Subject Property is currently used for retail/warehouse storage. Tract 2 and Tract 4 are unused, vacant land and are primarily undeveloped. Tract 3 was once used for single-family residential purposes.

3.4. Descriptions of Structures, Roads, Other Improvements on the Subject Property

Improvements to the Subject Property consist of three (3) large metal and wood-framed structures located on Tract 1 and one (1) abandoned single-family residence located on Tract 3. The structures located on Tract 1 appear to be utilized for storage and are accessed via an unpaved dirt road extending from Greenville Loop Road. A metal gate sits at the entrance. The residence on Tract 3 is in disrepair and abandoned. It is serviced by overhead electrical power with one pole-mounted transformer observed. On the eastern side of the Subject Property, bordering Greenville Loop Road, access to water and buried communication lines are noted. No other significant site improvements are noted. See Appendix 10.4 for photos of the Subject Property which illustrate the location of the buildings.

3.5. Current Uses of the Adjoining Properties

According to the New Hanover County GIS Tax Information, the properties surrounding the Subject Property are as follows:

Map Key #	Parcel ID #	Physical Address	Owner	Current Use
1	R06210-011-002-000	5627 OAK BLUFF LN	WHITEHURST SHELLIE HERR	SINGLE FAMILY
2	R06210-011-003-000	5623 OAK BLUFF LN	LEAGUE HEATHER E ET UX	SINGLE FAMILY
3	R06200-003-204-000	6000 SHINNWOOD RD	SHINNWOOD WEST OWNERS ASSN INC	COMMON AREA
4	R06200-003-205-000	6000 SHINNWOOD RD	SHINNWOOD WEST OWNERS ASSN INC	COMMON AREA
5	R06200-003-168-000	N/A	SHINNWOOD WEST OWNERS ASSN INC	COMMON AREA
6	R06200-003-145-000	6134 SHINNWOOD RD	SHINNWOOD WEST OWNERS ASSN INC	COMMON AREA
7	R06200-003-134-000	6351 GREENVILLE LOOP RD	AGNEW DONNA N ETAL	SINGLE FAMILY
8	R06215-007-001-000	6001 WELLESLEY PL	GESTAL ROBIN KENNETH	SINGLE FAMILY
9	R06215-008-001-000	6000 WELLESLEY PL	CRISP LISA GEORGE	SINGLE FAMILY
10	R06200-005-010-001	6322 GREENVILLE LOOP RD	OLIVOLA MARK BARBARA JOAN	MULTI-HOME
11	R06200-003-058-000	6317 GREENVILLE LOOP RD	ROGERS LUTHER T III	VACANT
12	R06200-003-028-000	6311 GREENVILLE LOOP RD	AFRICAN METHODIST EPISCOPAL ZION TRUST	PLACE OF WORSHIP
13	R06200-003-026-000	6211 GREENVILLE LOOP RD	NEW HANOVER COUNTY BOE	SCHOOL
14	R06215-001-012-000	326 KINGSTON RD	CAPE FEAR PUBLIC UTILITY AUTHORITY	UTILITIES
15	R06215-001-011-000	402 KINGSTON RD	BRANNOCK ANTHONY B II	SINGLE FAMILY
16	R06215-001-010-000	406 KINGSTON RD	MCCOY GERRY W VICTORIA	SINGLE FAMILY
17	R06215-001-009-000	410 KINGSTON RD	DURBIN LARRY D ETAL	SINGLE FAMILY
18	R06215-001-008-000	414 KINGSTON RD	DURBIN LARRY D MARY K	SINGLE FAMILY
19	R06215-001-007-000	418 KINGSTON RD	STASIAK AARON M	SINGLE FAMILY
20	R06215-001-006-000	422 KINGSTON RD	MESSER DALLAS A	SINGLE FAMILY
21	R06215-001-005-000	426 KINGSTON RD	MURRAY RALPH PEGGY W	SINGLE FAMILY
22	R06215-001-004-000	430 KINGSTON RD	RICE JENNIFER A ETAL	SINGLE FAMILY
23	R06215-001-003-000	502 KINGSTON RD	PARSONS DEBRA L	SINGLE FAMILY
24	R06215-001-002-000	506 KINGSTON RD	BRADFORD CYNTHIA	SINGLE FAMILY
25	R06215-001-001-000	510 KINGSTON RD	PEGGY SCHUPP PROPERTIES 2 LLC	SINGLE FAMILY
26	R06214-003-001-000	514 KINGSTON RD	HORNE MELVIN L JR DAISY O	SINGLE FAMILY
27	R06210-011-001-000	5631 OAK BLUFF LN	METZGER THOMAS M GERALDINE E	SINGLE FAMILY

Table 3.1 Parcel Information for Adjacent Properties

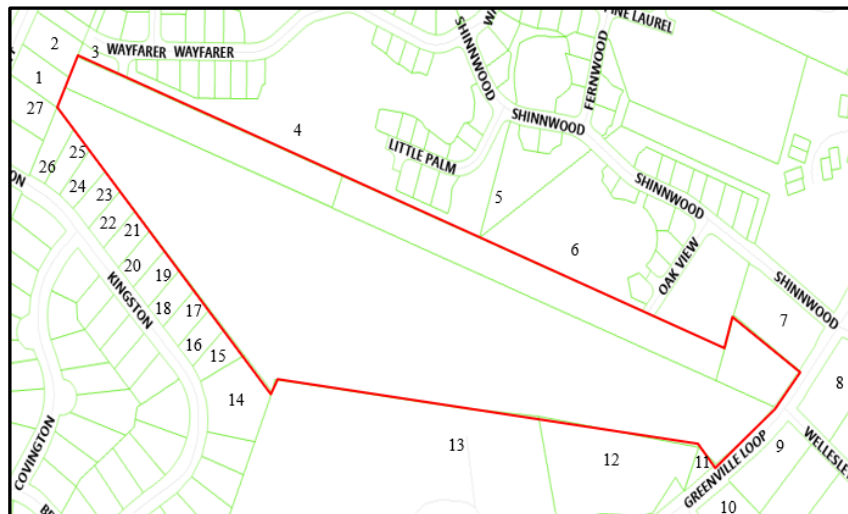


Figure 3.3: Parcel Map for Adjacent Properties

4 User Provided Information

4.1. Title Records

A title search was not completed, but a review of tax records did not indicate any prior Subject Property uses associated with hazardous materials or petroleum products.

4.2. Environmental Liens or Activity and Use Limitations

The User is not aware of any environmental liens or other conditions that may subject the Subject Property to any use limitation.

4.3. Specialized Knowledge

The User indicated that they do not possess any specialized knowledge or information related to the Subject Property.

4.4. Commonly Known or Reasonably Ascertainable Information

The User reports that it is unknown if there is contamination present that would result in a reduction in the Subject Property's value.

4.5 Valuation Reduction for Environmental Issues

No valuation reductions, for environmental contamination issues, were made apparent to SEGi, and no valuation reductions were identified during the evaluation process.

4.6. Owner, Property Manager, and Occupant Information

According to the New Hanover County Tax Information GIS site, the Subject Property consists of four separate tracts under individual ownership. Tract 1 is owned by Halsey James C and contains a warehouse structure that is currently unoccupied. Tract 2 is owned by Gloop 6341 LLC and does not contain any structures. Tracts 3 and 4 are both owned by Gloop 6341 LLC. Tract 3 contains an abandoned single-family residence. Tract 4 is undeveloped.

4.7. Reason for Performing Phase I

The User requested the Phase I Environmental Assessment to fulfill requirements for the real estate transaction.

5 Records Review

SEGi reviewed data from the required ASTM databases and contacted Environmental Data Resources, Inc. (EDR) for their Radius Map with Geo-Check. The Geo-Check report from EDR is included in Appendix 10.2. Results from this report indicate the Subject Property is not listed on any Federal or State databases.

5.1. Standard Environmental Record Sources

The ASTM E1527-21 Standard requires the review of both federal and state databases to a specific distance from the Subject Property as illustrated in the table below:

<i>Database and Distances to Search</i>	
Federal Sites	Distance/Parcels
National Priorities List (NPL)	1.0
Delisted NPL	0.5
CERCLIS List	0.5
CERCLIS NFRAP Site List	0.5
RCRA CORRACTS Facilities List	1.0
RCRA non-CORRACTS TSD Facilities List	0.5
RCRA Generators List	Property and Adjacent Parcels
Institutional/Engineering Control Registries	Property
ERNS List	Property
State Sites	Distance/Parcels
State-equivalent NPL	1.0
State-equivalent CERCLIS	0.5

<i>Database and Distances to Search</i>	
Landfill or Solid Waste Disposal Sites	0.5
Registered Storage Tank (UST & AST) List	Property and Adjacent Parcels
Leaking Underground Storage Tank (LUST) List	0.5
Institutional/Engineering Control Registries	Property
Voluntary Clean-up Sites	0.5
Brownfield Sites	0.5

5.1.1. Required Federal Database Searches

5.1.1.1. NPL and Proposed NPL

No NPL or Proposed NPL sites were identified within the searched distances of the Subject Property.

5.1.1.2. SEMS

No SEMS sites were identified within the searched distances of the Subject Property.

5.1.1.3. SEMS-ARCHIVE

No SEMS-ARCHIVE sites were identified within the ASTM-recommended search distances of the Subject Property.

5.1.1.4. Resource Conservation and Recovery Act (RCRA) Corrective Action Report CORRACTS

No site on the RCRA CORRACTS list was identified within the searched distances of the Subject Property.

5.1.1.5. RCRA non-CORRACTS Treatment, Storage and Disposal (TSD) Facilities

No sites on the RCRA non-CORRACTS TSD Facilities list were identified within the ASTM-recommended search distances of the Subject Property.

5.1.1.6. RCRA Generators

5.1.1.6.1. RCRA Large Quantity Generators (LQG)

No LQG sites were identified within the searched distances of the Subject Property.

5.1.1.6.2. RCRA Small Quantity Generators (SQG)/Conditionally Exempt Small Quantity Generators (CESQG)

No Resource Conservation and Recovery Act (RCRA) Small Quantity Generators (SQG) were identified within the ASTM-defined search distance of the Subject Property.

5.1.1.7. Institutional/Engineering Control Registries

There are no Institutional/Engineering Control Registries sites within the required search distances.

5.1.1.8. ERNS

There are no ERNS sites within the searched distances of the Subject Property.

5.1.2. Required State Database Searches

5.1.2.1. Inactive Hazardous Sites Inventory (SHWS)

One (1) CERCLIS (SHWS) sites were identified within the ASTM-recommended search distances of the Subject Property.

This site has obtained a “No Further Action” letter, indicating that no further remedial action is required as analytical sampling indicated that no volatile or semi-volatile organic compounds were detected. Therefore, this site is not anticipated to be of concern.

5.1.2.2. Landfill / Solid Waste Disposal Sites (SWRCY)

No SWRCY sites were identified within the required search distance of the Subject Property.

5.1.2.3. Leaking Underground Storage Tanks (LUST)

Four (4) LUST sites were identified within the searched distances for the Subject Property.

Three (3) of the sites were closed out by NC Department of Environmental Quality (NC DEQ) shortly after the report of a LUST, indicating that the releases were minor or there was a suspected leak with no measurable impact. Therefore, these three (3) sites are not anticipated to be of concern.

One (1) of the listed LUST site incidents occurred during the closure of an underground storage tank, (UST) holding gasoline/diesel at a residential property, soil contamination was discovered. The incident was closed out by NC DEQ as of 20 February 2002, and no further corrective action is required. Therefore, this site is not anticipated to be of concern.

5.1.2.4. Leaking Above Ground Storage Tanks (LAST)

No LAST sites were identified within the search distance of the Subject Property.

5.1.2.5. Old Landfill Inventory (OLI)

There are no OLI sites within the Subject Property or the adjacent parcels.

5.1.2.6. Underground Storage Tanks (UST) on State and Tribal Lands

There are no UST sites within the search area.

5.1.2.7. Responsible Party Voluntary Action Sites (VCP)

There are no VCP sites within the required search distances of the Subject Property.

5.2. Additional Environmental Record Sources

5.2.1. Supplemental Federal Databases

In addition to the required database searches, SEGi also reviewed the databases described below:

5.2.1.1. Superfund (CERCLA) Consent Decrees (CONSENT)

There are no CONSENT sites within search distances of the Subject Property.

5.2.1.2. Records of Decision (ROD)

There are no ROD sites within search distances of the Subject Property.

5.2.1.3. National Priority List Deletions (Delisted NPLs)

There are no Delisted NPL sites within the searched distances of the Subject Property.

5.2.1.4. Facility Index System/Facility Registry System (FINDS)

There are no FINDS sites within the searched distances of the Subject Property.

5.2.1.5. Hazardous Materials Information Reporting System (HMIRS)

There are no HMIRS sites within the searched distances of the Subject Property.

5.2.1.6. Material Licensing Tracking System (MLTS)

There are no MLTS sites within the searched distances for the Subject Property.

5.2.1.7. US Mines Master Index File (MINES)

There are no MINES sites within the searched distances for the Subject Property.

5.2.1.8. National Priority List (NPL) Liens

There are no NPL Liens sites within the searched distances of the Subject Property.

5.2.1.9. PCB Activity Database System (PADS)

There are no PADS sites within the searched distances of the Subject Property.

5.2.1.10. Formerly Used Defense Sites (FUDS)

There are no FUDS sites within the searched distances of the Subject Property.

5.2.1.11. INDIAN RESERV

There are no INDIAN RESERV sites within the searched distances of the Subject Property.

5.2.1.12. Department of Defense Sites (DOD)

There are no DOD sites within the searched distances for the Subject Property.

5.2.1.13. RCRA Administrative Action Tracking System (RAATS)

There are no RAATS sites within the searched distances of the Subject Property.

5.2.1.14. Toxic Chemical Release Inventory System (TRIS)

No TRIS sites were identified within the searched distances of the Subject Property.

5.2.1.15. Toxic Substances Control Act (TSCA)

There are no TSCA sites within the searched distances for the Subject Property.

5.2.1.16. Section 7 Tracking Systems (SSTS)

There are no SSTS sites within the searched databases of the Subject Property.

5.2.1.17. FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) or FTTS

There are no FTTS sites within the searched databases of the Subject Property.

5.2.2. Supplemental State Databases

5.2.2.1. Hazardous Substance Disposal Sites (NC HSDS)

No NC HSDS sites were identified within the ASTM-recommended search distances of the Subject Property.

5.2.2.2. Above Ground Storage Tank (AST)

AST facilities are those with aboveground storage tanks that have a capacity greater than 21,000 gallons.

There are no AST sites listed within the searched distances of the Subject Property.

5.2.2.3. LUST TRUST

The Underground Storage Tank Fund provides reimbursement for costs incurred during the cleanup of soil and groundwater contamination resulting from the release of petroleum from a commercial underground storage tank (UST). The Commercial Trust Fund has been established to reimburse tank owners, operators and landowners for costs associated with cleanups.

One (1) LUST TRUST sites were identified within the searched databases.

Based on the available documentation, the site involved a residential UST that leaked petroleum and was reported on October 5, 2006. A notice of Regulatory Requirements (NORR) by the NC DEQ was issued February 7, 2008, outlining cleanup or assessment actions for the party responsible. The site is located 0.453 miles from the Subject Property with multiple intervening roads and structures between the two properties. Reviewing the physical setting of the area, the topography shows the site is at a lower elevation. Based on the lower elevation, the distance between the site and the Subject Property, and the intervening features, this site is not anticipated to be of concern.

5.2.2.4 Drycleaners

There are no DRYCLEANERS within the searched distances for the Subject Property.

5.2.2.5. Records of Emergency Release Records or Incident Management Database (IMD)

One (1) IMD site was identified within the searched distances of the Subject Property.

Based on the available documentation, during the closure of an underground storage tank, (UST) holding gasoline/diesel at a residential property, soil contamination was discovered. The incident was closed out by NC DEQ as of 20 February 2002 and no further corrective action is required, therefore, this site is not anticipated to be of concern.

5.2.2.6. RCRA Non-Generator Sites/NLR

There are no RCRA Non-Generator Sites identified within the searched distances of the Subject Property.

5.2.2.7. UST Finder Release

No UST Finder Release was identified within the searched distances of the Subject Property.

5.2.2.8. UST Finder

No UST Finder sites were identified within the searched distances of the Subject Property

5.2.2.9. E-Manifest

No E-Manifest Sites were identified within the searched distances of the Subject Property.

5.2.2.10. Historical Landfill (HIST LF)

No HIST LF sites were identified within the searched distances of the Subject Property.

5.2.3. Additional Federal Sources

5.2.3.1. Former Manufactured Gas Sites (Coal Gas)

There are no Coal Gas sites within the searched distances of the Subject Property.

5.2.3.2. List of US Brownfield Sites

There are no Brownfields sites within the searched distances of the Subject Property.

5.2.3.3. Brownfield Projects Inventory

There are no Brownfield Projects Inventory sites within the searched distances of the Subject Property.

5.2.3.4. No Further Action Sites with Land Restrictions Monitoring (INST CONTROL)

No INST CONTROL sites were identified within the searched distances of the Subject Property.

5.2.3.5. Responsible Party Voluntary Action Sites (VCP)

There are no VCP sites within the required search distances of the Subject Property.

5.2.3.6. RCRA Non-Generator Sites

There are no RCRA Non-Generator sites within the searched distances of the Subject Property.

5.2.4. Additional Local Data/Information

5.2.4.1. Contaminated Water Wells

No site on the Contaminated Water Well list was identified, within the searched distances of the Subject Property, on the searched databases.

5.2.4.2. Landfill Sites

No Landfill sites were found within the searched distances of the Subject Property on the searched databases.

5.2.4.3. DEBRIS sites

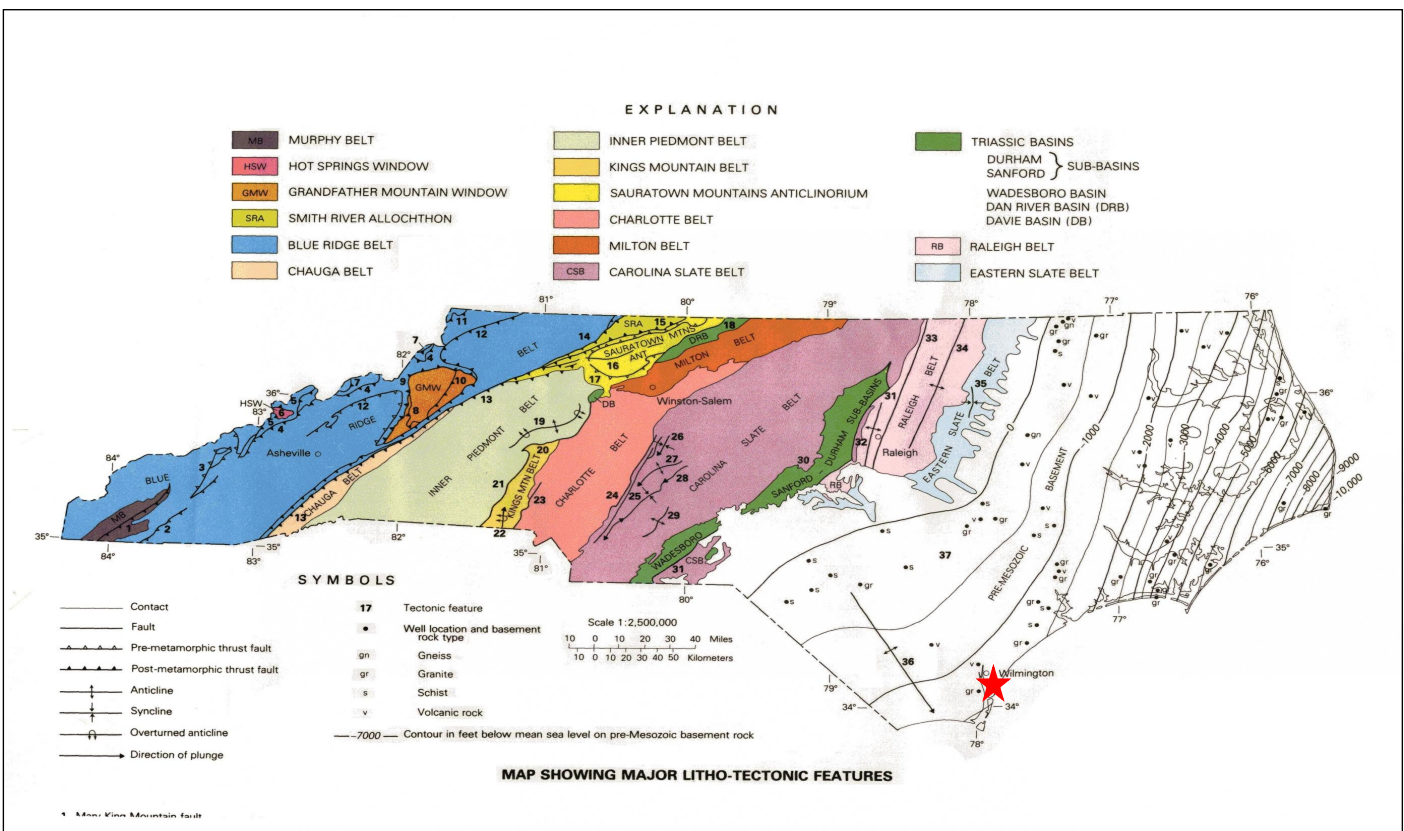
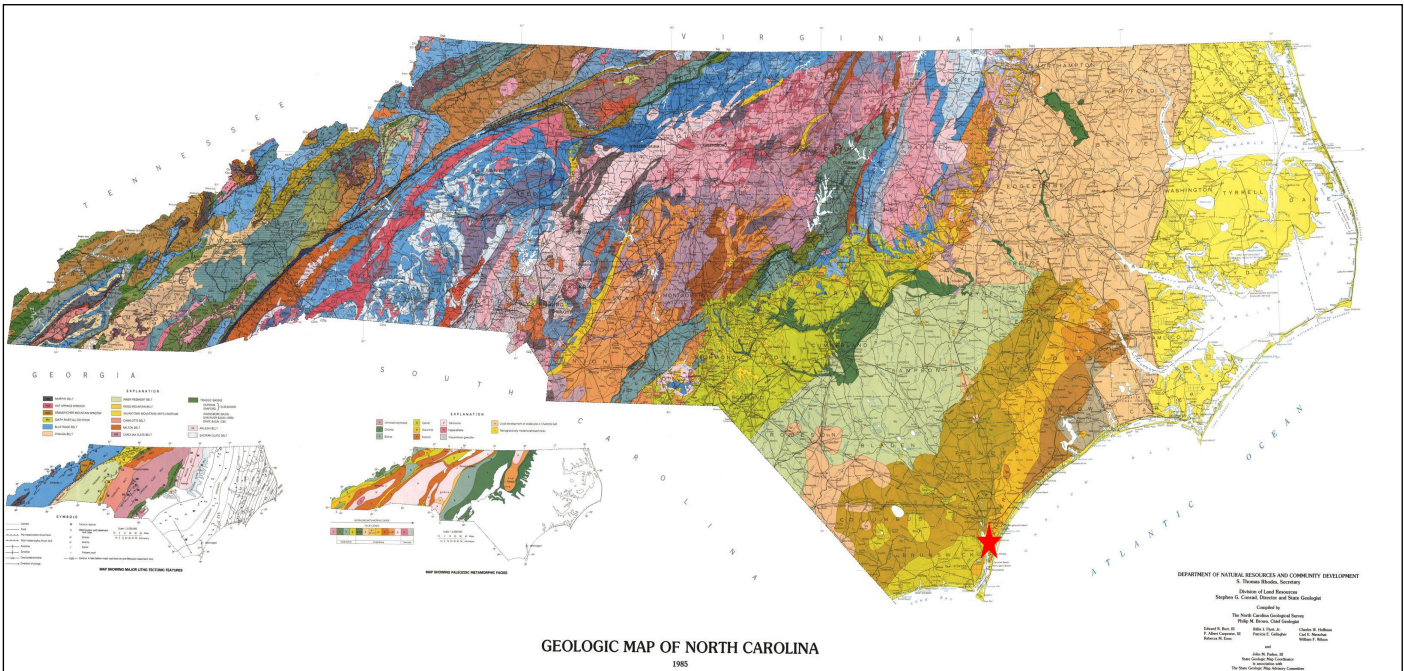
No DEBRIS sites were identified within the searched distances of the Subject Property.

5.3. Physical Setting Source(s)

As required by Section 7.2.3 of the ASTM Standard, several other physical setting sources were obtained and reviewed as part of this Phase I ESA.

5.3.1 Geologic Maps

5.3.1.1. The Detailed Geologic Map of North Carolina & Litho-Tectonic Map of North Carolina



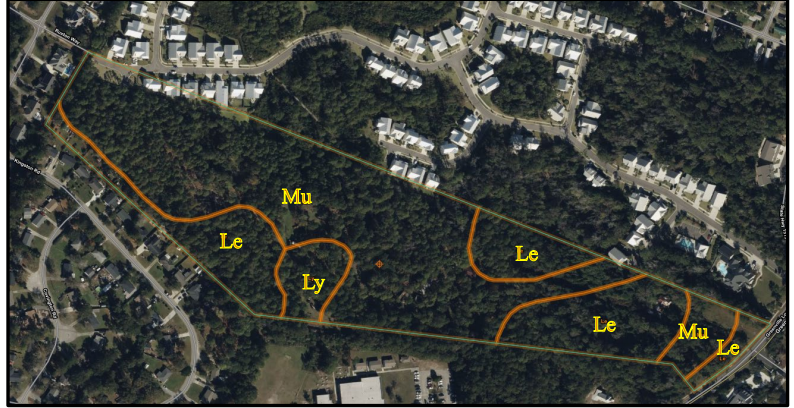
5.3.1.2. USGS Topographic Map

The Subject Property exhibits a relatively flat topography and is approximately 20 to 25 feet above mean sea level (see Appendix 10.6). The surrounding area has similar topography, generally sloping toward the south and southeast.

5.3.1.3. USDA Soils Map

The map, on the right, was obtained from the USDA Natural Resources Conservation Services Web Soil Survey and depicts the soil types within the Subject Project boundaries, which are:

- Leon sand (Le) is a poorly drained soil with the seasonal high-water table at a depth of about 0 to 12 inches below the surface.
- Lynn Haven fine sand (Ly) is a poorly drained soil with a seasonal high-water table at a depth of about 0 to 6 inches below the surface.
- Murville fine sand (Mu) is a very poorly drained soil with a seasonal high-water table at a depth of about 0 inches below the surface.



5.4. Historical Use Information on the Subject Property

Historical information was obtained by reviewing historical aerial photos, the EDR Radius Report, Sanborn Report, and knowledge of the area.

5.4.1. Fire Insurance Maps

A review of the Sanborn Fire Maps revealed there are no maps for this location.

5.4.2. Tax Files

Review of data, from the New Hanover County tax office, did not turn up any information regarding RECs that was not already discovered via the searched federal, state, and local databases.

5.4.3. Historical Aerial Photography

Aerial photographs, provided by EDR and ranging from 1938 through 2022, were examined (see Appendix 10.5). Review of historical aerial photographs indicates that the Subject Property was undeveloped land prior to 1938. From 1938 through 1958, the Subject Property remained vacant with no evidence of structures or notable development. Between 1958 and 1980, no significant changes were observed within the Subject Property boundaries. By the 1980–1983 aerial, several small structures appear on Tract 1, later determined to be used for storage. During this same timeframe, the single-family residence on Tract 3 appears to have been established. No additional development or notable changes were observed on the Subject Property between 1983 and 2022, although various materials or equipment were visible on Tract 1 in several images (1999–2006).

5.4.4. City Directory Search

A review of historical city directories for the Subject Property and surrounding area was conducted to identify previous occupants and uses that may indicate the presence of REC. The search did not identify any occupants or businesses historically located on or adjacent to the Subject Property that would suggest hazardous substance or petroleum storage, industrial operations, or other activities typically associated with REC. No evidence of past gas stations, industrial plants, or other potentially concerning operations was observed in the records reviewed. The EDR City Directory search can be found in Appendix 10.8.

5.5. Historical Use Information on the Adjoining Properties

A review of historical aerial imagery (see Appendix 10.6) indicates that development was limited prior to 1938, with surrounding parcels appearing to be used for agricultural or pasture purposes. By 1950, agricultural activity in the area appeared to have ceased, and the surrounding parcels appeared largely vacant. A single residential structure appeared

north of Tract 2 between 1958 and 1964. Between 1964 and 1969, new roads and early residential development became visible east of Greenville Loop Road, across from the Subject Property. Residential development southwest of the Subject Property was established between 1969 and 1975. Between 1983 and 1993, a school was developed south of the Subject Property, and an area north of the property (not adjacent) appeared to have been developed with multiple small structures and associated parking areas, which may represent a mobile home community or similar residential development. Between 2014 and 2018, the property adjacent to the north of the Subject Property was developed for residential use. No significant additional changes were observed in the surrounding area between 2018 and 2022.

6 Site Reconnaissance

The objective of the site reconnaissance is to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the Subject Property.

6.1 Methodology and Limiting Conditions

Reconnaissance of the Subject Property was conducted on November 4, 2025, and November 7, 2025. SEGi staff inspected the Subject Property grounds and accessible structures. Photographs were taken of the site to document the conditions of the Subject Property at the time of the evaluation (Appendix 10.4).

Visual observations were made of accessible portions of the Subject Property to identify evidence of recognized environmental conditions (RECs). Access was generally unrestricted across Tracts 1, 2, and 3; however, portions of the Subject Property, specifically areas surrounding the residential structure on Tract 3 and portions of Tract 4, were heavily overgrown with vegetation at the time of inspection. The interior of the structure on Tract 3 could not be accessed due to its deteriorated and unsafe condition. Observations were limited to exterior visual inspection. This limitation is not anticipated to have materially affected the findings of this assessment, as no indicators of hazardous substance use or storage were observed in the surrounding area.

Based on review of historical aerial imagery and current observations, Tract 4 does not appear to contain evidence of clearing, development, storage, or other site use. Therefore, the limited access to this area is not anticipated to have an effect on the findings or conclusions of this assessment.

6.2 General Site Setting

The Subject Property is situated along Greenville Loop Road, within the incorporated area of Wilmington in New Hanover County, North Carolina. The Subject Property encompasses approximately 25.29 acres in total of land. The Subject Property is bordered by residential development to the north, Greenville Loop Road and residential development to the east, Bradley Creek Elementary School to the south, and more residential development to the west. is zoned by the City of Wilmington as Residential (R-15), which is for medium density residential development, where all subdivide lots shall encompass at least 1,500 square feet. Surrounding properties have similar zoning, except for the southern adjacent property, which is zoned for Office and Institutional (O&I) use.

6.3 Subject Property Observations

SEGi conducted a visual reconnaissance of the Subject Property on November 4 and 7, 2025. Tract 1 contains three (3) large wood/metal structures within the central portion of the tract. A dirt access road extends from Greenville Loop Road to these structures. Both outside and inside the structures, a moderate accumulation of miscellaneous items, including scrap metal, machinery and equipment, and empty steel and plastic barrels. A locked gate is present at the entrance of Tract 1. Personnel were observed collecting and removing materials from the areas within and around the structures.

During the inspection, the property manager, Mr. Patrick Hudson, stated that the remaining non-hazardous materials - including the empty canisters, barrels, and tires - will be removed by the end of the day on November 7. SEGi documented the property manager's verbal statement as reported and noted the removal activity as an observable condition at the time of the inspection. Photographs documenting representative conditions described above were taken and included in Appendix 10.4.

Tract 3 contains an abandoned single-family residence located on the eastern portion of the tract. An overhead electrical distribution line with one pole-mounted transformer was observed in apparent good repair, with associated hardware intact. No staining of soil, no visible stressed or discolored vegetation consistent with a release, and no containers or staging areas labeled for hazardous materials were observed on Tract 3. No evidence of vent pipes, underground storage tanks, or above ground storage tanks was observed near the residential structure.

No evidence of stressed vegetation, surface staining, distressed soils, hazardous waste disposal or other indicators of a release of hazardous substances or petroleum products was observed on the Subject Property during the site reconnaissance.

6.4. Interior Observations

SEGi accessed the interiors of the three (3) storage structures located on Tract 1. Each structure contained a collection of miscellaneous non-hazardous items and were actively being cleared off the Subject Property during the site reconnaissance. No evidence of staining, distressed surfaces, or containers indicative of hazardous substance or petroleum product storage was observed within the accessible interior areas.

The residential structure located on Tract 3 was not accessed due to its severely dilapidated condition and associated safety concerns. Visual inspection from accessible exterior indicated significant structural deterioration, including collapsed entrances. A small storage shed adjacent to the residential structure was accessed and contained no materials of environmental concern.

No concerns were observed during the site reconnaissance at the time of inspection.

7 Interviews

Information is requested from those individuals—the owner, project or site managers, government officials, and others such as residents or occupants on adjacent parcels—that should, or might, have information regarding the property.

7.1. Interview with Owner or Owner's Agent and Occupants

As part of this assessment, interviews were conducted and questionnaires were completed in accordance with ASTM E1527-21 and the All Appropriate Inquiries (AAI) Rule. The purpose of the interviews was to obtain information regarding current and historical uses of the Subject Property, the presence or management of hazardous substances or petroleum products, and any known environmental conditions or concerns. Information obtained through interviews is summarized below, and copies of the questionnaires are provided in Appendix 10.3.

7.1.1. Tract 1

Mr. James C. Halsey, identified as the owner of Tract 1, completed an AAI questionnaire on November 10, 2025. Mr. Halsey responded “No” to all questions related to the storage, handling, or release of hazardous substances or petroleum products, as well as any knowledge of environmental permits, waste management activities, or use of Tract 1 for industrial purposes. Mr. Halsey indicated “Unknown” in response to two questions concerning the presence of stained soil in the past and the use of potentially contaminated fill on Tract 1. In addition, Mr. Patrick Hudson, who was overseeing cleanup activities on Tract 1 at the time of the site reconnaissance, was interviewed on site. Mr. Hudson reported that he had not observed stained soil or stressed vegetation on Tract 1 and stated that all canisters and barrels collected during cleanup activities were empty.

7.1.2. Tracts 2, 3, and 4

An AAI questionnaire was completed on November 10, 2025, by Mr. Matthew Maynard, Director of Development for GLOOP 6341 LLC, the owner of Tracts 2, 3, and 4. Mr. Maynard responded “No” to all questions related to the storage, release, or disposal of hazardous substances or petroleum products; the presence of stained soil or stressed vegetation; and the use of the Tract 2, 3, or 4 for industrial purposes. No environmental concerns or indicators of RECs were identified in the questionnaires provided.

7.2. Interviews with Local Government Officials

A request for records regarding the Subject Property was submitted to the City Clerk’s office on November 4, 2025, and addressed to Ms. Penny Spicer. As of the date of this report, no response has been received. The absence of these records has been noted; however, the lack of response is not expected to materially affect the conclusions of this assessment.

7.3. Interviews with State Government Officials

No state government agencies were contacted, as the EDR report and other findings did not indicate the need for additional state-level information.

8 Findings

8.1 Transformers and Power Lines Findings

An overhead electrical distribution line crosses Tract 3, adjacent to the residential structure, and includes one pole-mounted transformer. During the site reconnaissance, the transformer and associated hardware were observed to be intact and in apparent good repair. No evidence of leaks, staining, or other conditions indicative of release were observed.

8.2 Findings of Known or Suspect Recognizable Environmental Conditions (RECs)

The ASTM E1527-21 identifies **Recognizable Environmental Conditions (RECs)** as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment.

Based on the review of regulatory database information, historical sources, interviews, and the site reconnaissance, no evidence of RECs as defined by ASTM E1527-21, was identified in connection with the Subject Property.

8.3 Findings of Known or Suspect Controlled Recognizable Environmental Conditions (CRECs)

According to ASTM E1527-21, an REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a No Further Action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, institutional controls, or engineering controls).

There are no known CRECs within the Subject Property boundaries.

8.4 Findings of Historical Recognized Environmental Conditions (HRECs)

ASTM E1527-21 defines a Historical Recognized Environmental Condition as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls. For a past release to be a HREC, it must be determined whether the past release was considered a recognized environmental condition at the time the Phase I ESA was conducted (e.g., if there has been a change in the regulatory criteria).

There are no known HREC, within or around the Subject Property boundaries.

8.5 Data Gaps

Data gaps, as defined in ASTM E1527-21, included the following:

Portions of the Subject Property, specifically the northwestern portions including portions of Tract 3 and 4, were heavily overgrown with vegetation and could not be accessed by foot for visual inspection. In addition, the interior of the residential structures on Tract 3 could not be accessed due to its deteriorated and unsafe condition. However, further evaluation of historical aerial photography revealed no signs of environmental concern for these two areas.

A request for records regarding the Subject Property was submitted to the City Clerk's office on 4 November 2025, to Mr. Penny Spicer; as of the date of this report, no response has been received. While this presents a data gap in obtaining local government records, the absence of this record is not anticipated to materially affect the findings or conclusions of this assessment based on other available information.

These data gaps are not considered significant and are not anticipated to affect the conclusions or recommendations of this report.

8.6 Conclusions

SEGi has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E1527-21 Standard Practice, of the Subject Property, on four (4) parcels of land, herein referred to as the "Subject Property." The project area encompasses approximately 25.29 acres and has PID numbers R06200-003-033-000, R06200-003-029-001, R06200-003-029-000, and R06200-003-037-000. The Subject Property is in central New Hanover County, North Carolina. A regulatory database search report was provided by EDR. The database search involves researching a series of Federal, State, and Local databases for facilities and properties, located within specified minimum

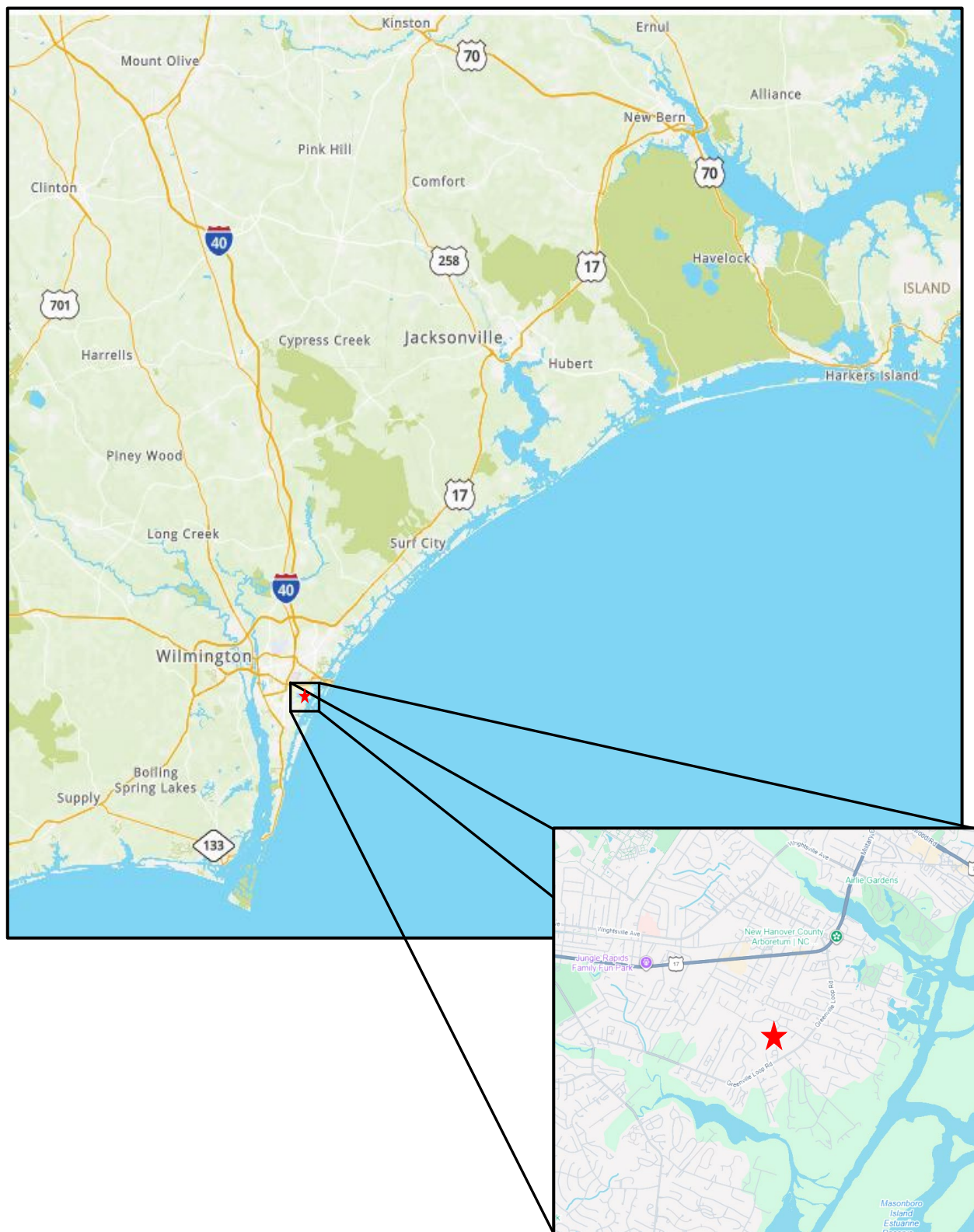
search distances from the Subject Property, and where known releases or spills of known contaminants have taken place. The EDR report did not identify the Subject Property on the databases searched. The EDR report did not identify the Subject Property on any of the databases searched. Five (5) off-site properties were identified within the ASTM search distances. Based on the review of the EDR data, publicly available environmental records, the relative distances from the Subject Property, and inferred groundwater flow direction determined from surface topography, these reported facilities are not considered likely to pose an environmental concern or otherwise represent a risk to the Subject Property. No RECs were identified on the Subject property. Any exceptions to, or deletions from, this practice are described in Sections 1.2, 1.3, 2.2, or otherwise within the text of this Report.

9 Recommended Action

This ESA has revealed no evidence of recognized environmental conditions in connection with the Subject Property. There is no reason to suspect that the Subject Property or adjoining properties are of sufficient environmental concern to warrant additional investigations. Therefore, a Phase II ESA is not recommended at this time.

10 Appendices

10.1 Vicinity Map



10.2 EDR Radius Map Report with Geo-Check

6325 GREENVILLE LOOP RD
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

Inquiry Number: 8159671.2s
October 31, 2025

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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LIGHTBOX LIVE

Open [LightBox Live](http://www.web.edrnet.com/ordering/switchboard/login.aspx?s=goto_lightbox&pguid=6C259FD6-11A8-4C39-BEBA-B61220A883DA) to access data, tools, and advanced analytics in one online platform.

http://www.web.edrnet.com/ordering/switchboard/login.aspx?s=goto_lightbox&pguid=6C259FD6-11A8-4C39-BEBA-B61220A883DA

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 23), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

COORDINATES

Latitude (North):	34.1995250 - 34° 11' 58.29"
Longitude (West):	77.8446940 - 77° 50' 40.89"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	237868.6
UTM Y (Meters):	3787743.5
Elevation:	24 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property:	TP
Source:	U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20220923
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	TOWLES ROAD/BRAUER P	6214 TOWLES ROAD	LUST, IMD	Higher	1897, 0.359, ENE
2	SHINNWOOD ROAD - 640	6408 SHINNWOOD ROAD	LUST	Lower	2336, 0.442, ESE
3	DANIELS PROPERTY (SI	235 PEIFFER AVENUE	LUST, LUST TRUST	Lower	2394, 0.453, North
4	GREENVILLE LOOP ROAD	5908 GREENVILLE LOOP	LUST	Lower	2601, 0.493, SW
5	WHITE RESIDENCE	406 LINDEN LANE	SHWS	Lower	3727, 0.706, WNW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state- and tribal hazardous waste facilities

SHWS: A review of the SHWS list, as provided by EDR, and dated 04/30/2025 has revealed that there is 1 SHWS site within approximately 1 mile of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WHITE RESIDENCE Facility Id: NONCD0002789	406 LINDEN LANE	WNW 1/2 - 1 (0.706 mi.)	5	9

Lists of state and tribal leaking storage tanks

LUST: A review of the LUST list, as provided by EDR, and dated 01/24/2025 has revealed that there are 4 LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>TOWLES ROAD/BRAUER P</i> Incident Phase: CO Incident Number: 23750 Current Status: File Located in Archives	<i>6214 TOWLES ROAD</i>	<i>ENE 1/4 - 1/2 (0.359 mi.)</i>	<i>1</i>	<i>8</i>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SHINNWOOD ROAD - 640 Incident Phase: CO Incident Number: 47882 Current Status: File Located in House	6408 SHINNWOOD ROAD	ESE 1/4 - 1/2 (0.442 mi.)	2	8
<i>DANIELS PROPERTY (SI</i>	<i>235 PEIFFER AVENUE</i>	<i>N 1/4 - 1/2 (0.453 mi.)</i>	<i>3</i>	<i>8</i>

EXECUTIVE SUMMARY

Incident Phase: FU
Incident Number: 32366
Current Status: File Located in House

GREENVILLE LOOP ROAD	5908 GREENVILLE LOOP	SW 1/4 - 1/2 (0.493 mi.)	4	8
Incident Phase: CO				
Incident Number: 43049				
Current Status: File Located in Archives				

LUST TRUST: A review of the LUST TRUST list, as provided by EDR, and dated 12/27/2024 has revealed that there is 1 LUST TRUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DANIELS PROPERTY (SI) Site ID: 32366	235 PEIFFER AVENUE	N 1/4 - 1/2 (0.453 mi.)	3	8

ADDITIONAL ENVIRONMENTAL RECORDS

Records of Emergency Release Reports

IMD: A review of the IMD list, as provided by EDR, and dated 04/04/2025 has revealed that there is 1 IMD site within approximately 0.5 miles of the target property.

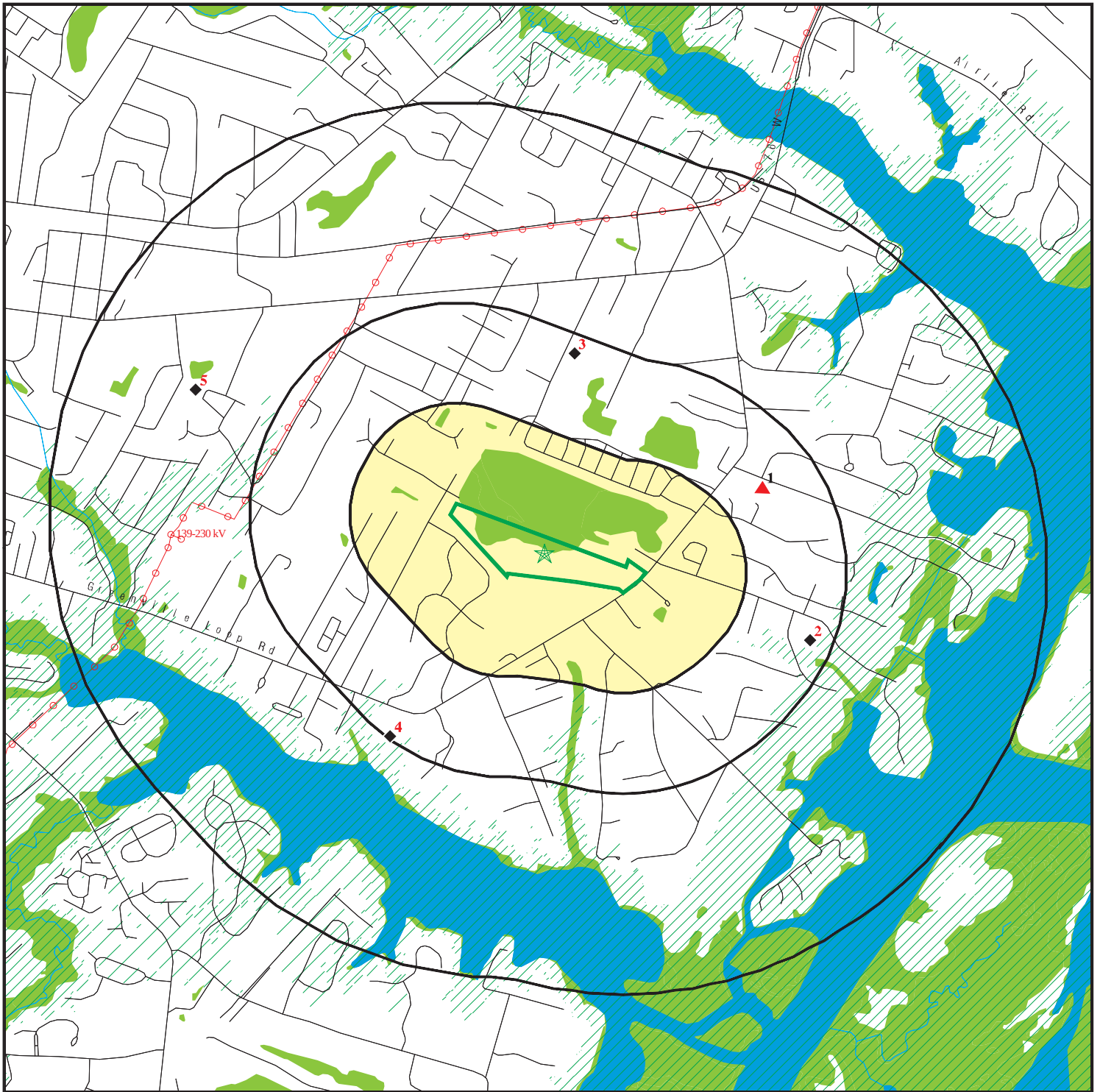
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TOWLES ROAD/BRAUER P Facility Id: 23750	6214 TOWLES ROAD	ENE 1/4 - 1/2 (0.359 mi.)	1	8

Count: 2 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
WILMINGTON	S133153944	GREENVILLE LOOP TRAIL, SECTION 2	GREENVILLE LOOP ROAD	28409	NPDES
WILMINGTON	1031810016	GREENVILLE LOOP TRAIL, SECTION 2	GREENVILLE LOOP ROAD	28409	ECHO

OVERVIEW MAP - 8159671.2S



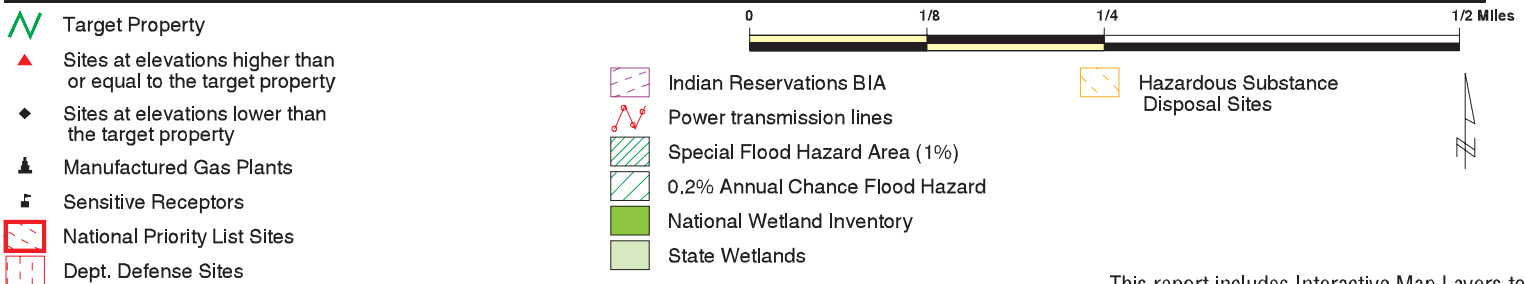
- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands
- Hazardous Substance Disposal Sites

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON NC 28409
 LAT/LONG: 34.199525 / 77.844694

CLIENT: Southern Env. Group Inc.
 CONTACT: Megan Dean
 INQUIRY #: 8159671.2s
 DATE: October 31, 2025 4:26 pm

DETAIL MAP - 8159671.2S



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON NC 28409
 LAT/LONG: 34.199525 / 77.844694

CLIENT: Southern Env. Group Inc.
 CONTACT: Megan Dean
 INQUIRY #: 8159671.2s
 DATE: October 31, 2025 4:28 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>Lists of state- and tribal (Superfund) equivalent sites</i>								
NC HSDS	1.000		0	0	0	0	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
SHWS	1.000		0	0	0	1	NR	1
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
SWF/LF	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
OLI	0.500		0	0	0	NR	NR	0
DEBRIS	0.500		0	0	0	NR	NR	0
LCID	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal leaking storage tanks</i>								
LUST	0.500		0	0	4	NR	NR	4
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
LUST TRUST	0.500		0	0	1	NR	NR	1
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal voluntary cleanup sites</i>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
HIST LF	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS	0.001		0	NR	NR	NR	NR	0
IMD	0.500		0	0	1	NR	NR	1
SPILLS 90	0.001		0	NR	NR	NR	NR	0
SPILLS 80	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS PROJECT	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAIN	0.250		0	0	NR	NR	NR	0
PFAS PT 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	0.001		0	NR	NR	NR	NR	0
UST FINDER RELEASE	0.500		0	0	0	NR	NR	0
UST FINDER	0.250		0	0	NR	NR	NR	0
E MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
CCB	0.500		0	0	0	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
PCSRP	0.500		0	0	0	NR	NR	0
SEPT HAULERS	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
AOP	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0

- Totals --		0	0	0	6	1	0	7
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NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

1
ENE
1/4-1/2
0.359 mi.
1897 ft.

TOWLES ROAD/BRAUER PROPERTY
6214 TOWLES ROAD
WILMINGTON, NC 28405

LUST
IMD S105766271
N/A

Relative:
Higher

[Click here for full text details](#)

LUST

Incident Phase CO
Incident Number 23750
Current Status File Located in Archives

IMD

Facility Id 23750

2
ESE
1/4-1/2
0.442 mi.
2336 ft.

SHINNWOOD ROAD - 6408
6408 SHINNWOOD ROAD
WILMINGTON, NC 28409

LUST S127734312
N/A

Relative:
Lower

[Click here for full text details](#)

LUST

Incident Phase CO
Incident Number 47882
Current Status File Located in House

3
North
1/4-1/2
0.453 mi.
2394 ft.

DANIELS PROPERTY (SIDNEY)
235 PEIFFER AVENUE
WILMINGTON, NC 28409

LUST S108407929
LUST TRUST N/A

Relative:
Lower

[Click here for full text details](#)

LUST

Incident Phase FU
Incident Number 32366
Current Status File Located in House

LUST TRUST

Site ID 32366

4
SW
1/4-1/2
0.493 mi.
2601 ft.

GREENVILLE LOOP ROAD-5908
5908 GREENVILLE LOOP ROAD
WILMINGTON, NC 28403

LUST S120839931
N/A

Relative:
Lower

[Click here for full text details](#)

LUST

Incident Phase CO
Incident Number 43049
Current Status File Located in Archives

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

5
WNW
1/2-1
0.706 mi.
3727 ft.

WHITE RESIDENCE
406 LINDEN LANE
WILMINGTON, NC

SHWS S109015551
N/A

Relative:
Lower

[Click here for full text details](#)

SHWS
Facility Id NONCD0002789

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl Date	Active Date
NC	AIRS	Air Quality Permit Listing	Department of Environmental Quality	04/30/2025	06/02/2025	08/20/2025
NC	AOP	Animal Operation Permits Listing	Department of Environmental Quality	11/04/2024	11/25/2024	11/27/2024
NC	ASBESTOS	Asbestos Permits & Notifications Information	Department of Health & Human Services	04/30/2025	05/14/2025	08/04/2025
NC	AST	AST Database	Department of Environment and Natural Resourc	02/25/2025	03/07/2025	05/16/2025
NC	BROWNFIELDS	Brownfields Projects Inventory	Department of Environment and Natural Resourc	08/01/2024	09/24/2024	11/19/2024
NC	CCB	Coal Ash Structural Fills (CCB) Listing	Department of Environmental Quality	03/27/2024	10/02/2024	11/20/2024
NC	COAL ASH	Coal Ash Disposal Sites	Department of Environment & Natural Resources	11/04/2024	12/12/2024	03/04/2025
NC	DEBRIS	Solid Waste Active Disaster Debris Sites Listing	Department of Environmental Quality	06/09/2025	06/10/2025	08/29/2025
NC	DRYCLEANERS	Drycleaning Sites	Department of Environment & Natural Resources	04/01/2025	06/12/2025	09/08/2025
NC	FIN ASSURANCE 1	Financial Assurance Information Listing	Department of Environment & Natural Resources	04/04/2025	04/29/2025	07/21/2025
NC	FIN ASSURANCE 2	Financial Assurance Information Listing	Department of Environmental & Natural Resourc	10/02/2012	10/03/2012	10/26/2012
NC	FIN ASSURANCE 3	Financial Assurance Information	Department of Environment & Natural Resources	03/04/2025	03/05/2025	05/16/2025
NC	HIST LF	Solid Waste Facility Listing	Department of Environment & Natural Resource	11/06/2006	02/13/2007	03/02/2007
NC	HSDS	Hazardous Substance Disposal Site	North Carolina Center for Geographic Informat	08/09/2011	11/08/2011	12/05/2011
NC	IMD	Incident Management Database	Department of Environment and Natural Resourc	04/04/2025	04/29/2025	07/21/2025
NC	INST CONTROL	No Further Action Sites With Land Use Restrictions Monitorin	Department of Environmental Quality	06/02/2025	06/02/2025	08/20/2025
NC	LAST	Leaking Aboveground Storage Tanks	Department of Environment & Natural Resources	07/18/2025	07/21/2025	10/14/2025
NC	LCID	Land-Clearing and Inert Debris (LCID) Landfill Notifications	Department of Environmental Quality	12/14/2023	04/04/2024	07/02/2024
NC	LUST	Regional UST Database	Department of Environment and Natural Resourc	01/24/2025	01/29/2025	04/18/2025
NC	LUST TRUST	State Trust Fund Database	Department of Environment and Natural Resourc	12/27/2024	12/30/2024	03/18/2025
NC	NPDES	NPDES Facility Location Listing	Department of Environment & Natural Resources	07/02/2025	07/21/2025	10/14/2025
NC	OLI	Old Landfill Inventory	Department of Environment & Natural Resources	07/29/2024	10/02/2024	12/17/2024
NC	PCSRP	Petroleum-Contaminated Soil Remediation Permits	Department of Environmental Quality	07/01/2024	07/02/2024	09/24/2024
NC	PFAS	PFAS Contamination Site Listing	Department of Environmental Quality	12/31/2023	08/21/2024	12/04/2024
NC	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department of Environment, Health and Natural		07/01/2013	12/24/2013
NC	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Environment, Health and Natural		07/01/2013	01/13/2014
NC	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department of Environment, Health and Natural		07/01/2013	12/20/2013
NC	SEPT HAULERS	Permitted Septage Haulers Listing	Department of Environmental Quality	01/22/2025	04/01/2025	06/20/2025
NC	SHWS	Inactive Hazardous Sites Inventory	Department of Environment, Health and Natural	04/30/2025	06/03/2025	08/28/2025
NC	SPILLS	Spills Incident Listing	Department of Environment & Natural Resources	06/27/2024	07/19/2024	10/07/2024
NC	SPILLS 80	SPILLS80 data from FirstSearch	FirstSearch	06/14/2001	01/03/2013	03/06/2013
NC	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	09/27/2012	01/03/2013	03/06/2013
NC	SWF/LF	List of Solid Waste Facilities	Department of Environment and Natural Resourc	11/04/2024	12/12/2024	03/04/2025
NC	SWRCY	Recycling Center Listing	Department of Environment & Natural Resources	01/31/2022	02/02/2022	04/29/2022
NC	UIC	Underground Injection Wells Listing	Department of Environment & Natural Resources	04/02/2025	05/27/2025	08/20/2025
NC	UST	Petroleum Underground Storage Tank Database	Department of Environment and Natural Resourc	07/18/2025	07/21/2025	10/29/2025
NC	VCP	Responsible Party Voluntary Action Sites	Department of Environment and Natural Resourc	06/02/2025	06/02/2025	08/20/2025
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
US	ABANDONED MINES	Abandoned Mines	Department of Interior	05/28/2025	05/28/2025	06/03/2025
US	AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	BIOSOLIDS	ICIS-NPDES Biosolids Facility Data	Environmental Protection Agency	07/06/2025	07/10/2025	10/02/2025
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2023	02/19/2025	03/07/2025
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2023	10/16/2024	01/14/2025
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	06/30/2025	07/29/2025	10/28/2025
US	CORRACTS	Corrective Action Report	EPA	06/02/2025	06/03/2025	06/16/2025
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
US	DOD	Department of Defense Sites	USGS	06/07/2021	07/13/2021	03/09/2022
US	DOT OPS	Incident and Accident Data	Department of Transportation, Office of Pipeline	06/30/2025	07/17/2025	10/13/2025
US	Delisted NPL	National Priority List Deletions	EPA	09/29/2025	10/01/2025	10/28/2025
US	E MANIFEST	Hazardous Waste Electronic Manifest System	Environmental Protection Agency	06/02/2025	06/04/2025	08/13/2025
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	06/22/2025	06/25/2025	08/27/2025
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EPA WATCH LIST	EPA Watch List	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	06/10/2025	06/12/2025	06/16/2025
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	05/05/2025	06/20/2025	08/27/2025
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
US	FEMA UST	Underground Storage Tank Listing	FEMA	04/08/2025	04/23/2025	04/24/2025
US	FINDS	Facility Index System/Facility Registry System	EPA	04/22/2025	05/05/2025	05/21/2025
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	07/23/2025	07/23/2025	07/29/2025
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	05/07/2025	05/13/2025	07/29/2025
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	03/03/2023	03/03/2023	06/09/2023
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	06/11/2025	06/12/2025	06/16/2025
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Services, Indian	02/07/2024	11/13/2024	11/19/2024
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	04/21/2025	07/10/2025	10/02/2025
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	05/27/2025	07/10/2025	10/02/2025
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	04/21/2025	07/10/2025	10/02/2025
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	04/21/2025	07/10/2025	10/02/2025
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	04/21/2025	07/10/2025	10/02/2025
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	05/22/2025	07/10/2025	10/02/2025
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	05/22/2025	07/10/2025	10/02/2025
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	04/21/2025	07/10/2025	10/02/2025
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	04/21/2025	07/10/2025	10/02/2025
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	05/27/2025	07/10/2025	10/02/2025
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	04/21/2025	07/10/2025	10/02/2025
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	04/21/2025	07/10/2025	10/02/2025
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	04/21/2025	07/10/2025	10/02/2025
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	05/22/2025	07/10/2025	10/02/2025
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	05/22/2025	07/10/2025	10/02/2025
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	04/21/2025	07/10/2025	10/02/2025
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Listing	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	09/29/2025	10/01/2025	10/28/2025
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	09/29/2025	10/01/2025	10/28/2025
US	LUCIS	Land Use Control Information System	Department of the Navy	03/11/2025	04/02/2025	06/24/2025
US	MINES MRDS	Mineral Resources Data System	USGS	06/04/2024	11/22/2024	02/18/2025
US	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	07/01/2025	07/01/2025	09/24/2025
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	05/07/2025	05/07/2025	06/03/2025
US	NPL	National Priority List	EPA	09/29/2025	10/01/2025	10/28/2025
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	07/01/2024	10/02/2024	01/10/2025
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020
US	PCS	Permit Compliance System	EPA, Office of Water	12/16/2016	01/06/2017	03/10/2017
US	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
US	PFAS ATSDR	PFAS Contamination Site Location Listing	Department of Health & Human Services	11/12/2024	07/21/2025	10/13/2025
US	PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS ECHO FIRE TRAIN	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS FEDERAL SITES	Federal Sites PFAS Information	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS NPDES	Clean Water Act Discharge Monitoring Information	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS NPL	Superfund Sites with PFAS Detections Information	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS PROJECT	NORTHEASTERN UNIVERSITY PFAS PROJECT	Social Science Environmental Health Research	05/15/2024	03/06/2025	06/03/2025
US	PFAS PT 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS RCRA MANIFEST	PFAS Transfers Identified In the RCRA Database Listing	Environmental Protection Agency	06/23/2025	06/26/2025	09/24/2025
US	PFAS TRIS	List of PFAS Added to the TRI	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS TSCA	PFAS Manufacture and Imports Information	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PFAS WQP	Ambient Environmental Sampling for PFAS	Environmental Protection Agency	06/23/2025	06/26/2025	08/27/2025
US	PRP	Potentially Responsible Parties	EPA	06/26/2025	07/01/2025	07/29/2025
US	Proposed NPL	Proposed National Priority List Sites	EPA	09/29/2025	10/01/2025	10/28/2025
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
US	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	06/02/2025	06/04/2025	06/16/2025
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	06/02/2025	06/04/2025	06/16/2025
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	06/02/2025	06/04/2025	06/16/2025
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	06/02/2025	06/04/2025	06/16/2025
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	06/02/2025	06/04/2025	06/16/2025
US	RMP	Risk Management Plans	Environmental Protection Agency	07/01/2025	07/29/2025	10/28/2025
US	ROD	Records Of Decision	EPA	07/29/2025	08/04/2025	08/12/2025
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	07/30/2021	02/03/2023	02/10/2023
US	SEMS	Superfund Enterprise Management System	EPA	09/29/2025	10/01/2025	10/28/2025
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	09/29/2025	10/01/2025	10/28/2025
US	SSTS	Section 7 Tracking Systems	EPA	07/14/2025	07/14/2025	10/13/2025
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2023	02/11/2025	02/18/2025
US	TSCA	Toxic Substances Control Act	EPA	12/31/2020	06/14/2022	03/24/2023
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	05/15/2025	05/15/2025	07/29/2025
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (	EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	09/09/2024	09/11/2024	12/06/2024
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	04/04/2025	06/02/2025	08/12/2025
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	05/19/2025	05/20/2025	07/29/2025

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	06/02/2025	06/03/2025	06/16/2025
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	04/04/2025	06/02/2025	08/12/2025
US	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	05/19/2025	05/20/2025	07/29/2025
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	05/01/2025	05/20/2025	07/29/2025
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	04/08/2025	05/20/2025	08/12/2025
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UST FINDER	UST Finder Database	Environmental Protection Agency	06/08/2023	10/04/2023	01/18/2024
US	UST FINDER RELEASE	UST Finder Releases Database	Environmental Protection Agency	06/08/2023	10/31/2023	01/18/2024
US	UXO	Unexploded Ordnance Sites	Department of Defense	02/14/2025	03/11/2025	06/03/2025
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protection	07/30/2025	07/31/2025	10/16/2025
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2018	04/10/2019	05/16/2019
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	12/31/2019	11/30/2023	12/01/2023
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	06/30/2018	07/19/2019	09/10/2019
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2020	11/30/2021	02/18/2022
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
NC	Daycare Centers	Sensitive Receptor: Child Care Facility List	Department of Health & Human Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
NC	State Wetlands	Wetland Inventory	US Fish & Wildlife Service			
US	Topographic Map		U.S. Geological Survey			
US	Oil/Gas Pipelines		Endeavor Business Media			
US	Electric Power Transmission Line Data		Endeavor Business Media			

STREET AND ADDRESS INFORMATION

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GEOCHECK[®] - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

6325 GREENVILLE LOOP RD
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

TARGET PROPERTY COORDINATES

Latitude (North):	34.199525 - 34° 11' 58.29"
Longitude (West):	77.844694 - 77° 50' 40.90"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	237868.6
UTM Y (Meters):	3787743.5
Elevation:	24 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	50020828 WRIGHTSVILLE BEACH, NC
Version Date:	2022

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

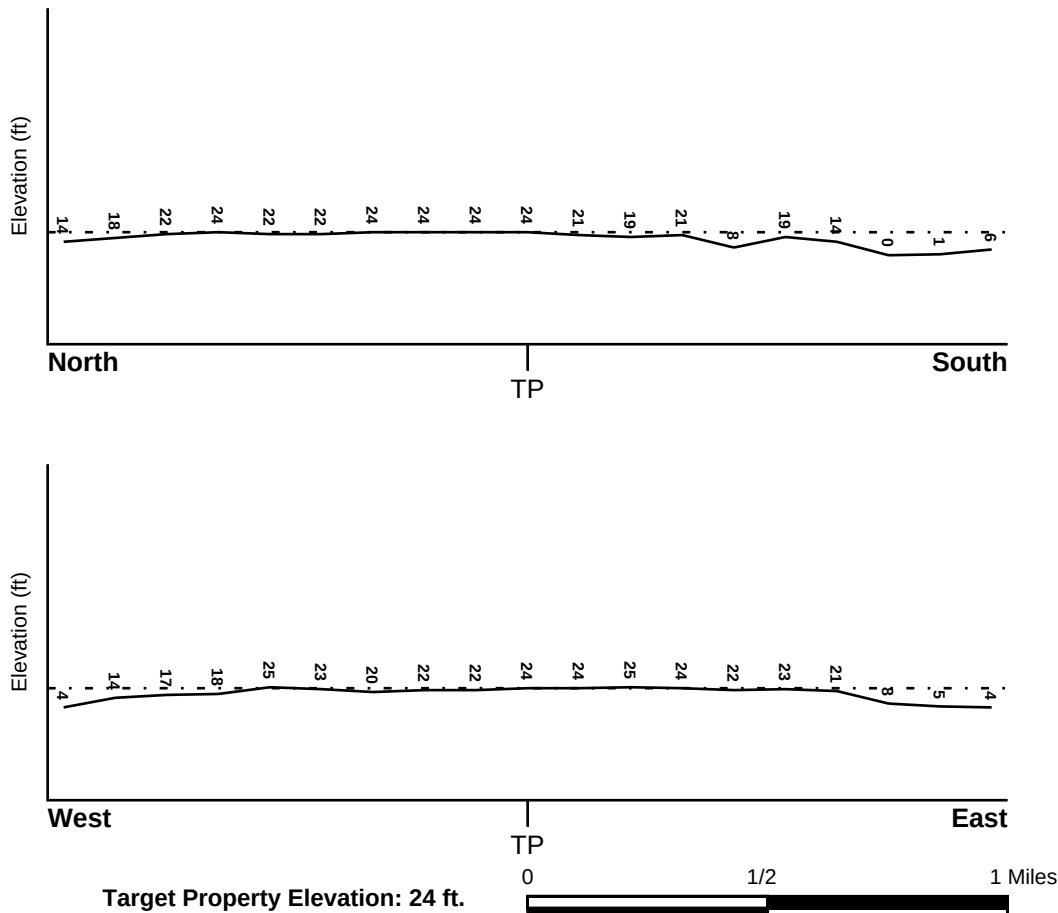
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
3720314600J	FEMA FIRM Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
3720314700J	FEMA FIRM Flood data
3720315700J	FEMA FIRM Flood data
3720315600J	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
WRIGHTSVILLE BEACH	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Cenozoic
System: Quaternary
Series: Pleistocene
Code: Qp (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: LEON

Soil Surface Texture: sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class: Poorly. Soils may have a saturated zone, a layer of low hydraulic conductivity, or seepage. Depth to water table is less than 1 foot.

Hydric Status: Soil meets the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	3 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 6.00	Max: 6.50 Min: 3.60
2	3 inches	15 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 6.00	Max: 6.50 Min: 3.60
3	15 inches	30 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 6.00 Min: 0.60	Max: 6.50 Min: 3.60
4	30 inches	80 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 2.00	Max: 6.50 Min: 3.60

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: fine sand
loamy sand
mucky - loam
loam

Surficial Soil Types: fine sand
loamy sand
mucky - loam
loam

Shallow Soil Types: fine sand
sandy loam

Deeper Soil Types: clay loam
sandy clay loam
stratified
loamy sand
loamy fine sand
sandy loam

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
B5	USGS40000881912	1/4 - 1/2 Mile North

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A1	NC4000000025187	0 - 1/8 Mile WSW
A2	NC4000000025247	0 - 1/8 Mile WSW
B3	NC4000000025509	1/4 - 1/2 Mile North
B4	NC4000000025508	1/4 - 1/2 Mile NNW
B6	NC4000000025507	1/4 - 1/2 Mile NNW
7	NC4000000025301	1/2 - 1 Mile North
C8	NC4000000025436	1/2 - 1 Mile WNW
9	NC4000000025709	1/2 - 1 Mile NNW
C10	NC4000000025437	1/2 - 1 Mile WNW
D11	NC4000000025767	1/2 - 1 Mile North
D12	NC4000000025769	1/2 - 1 Mile North
13	NC4000000025621	1/2 - 1 Mile North
E14	NC4000000025741	1/2 - 1 Mile NNW
15	NC4000000025744	1/2 - 1 Mile NNW
16	NC4000000025737	1/2 - 1 Mile NW
F17	NC4000000025695	1/2 - 1 Mile NNW
F18	NC4000000025710	1/2 - 1 Mile NNW
E19	NC4000000025713	1/2 - 1 Mile NNW
G20	NC4000000025766	1/2 - 1 Mile NW
G21	NC4000000025734	1/2 - 1 Mile NW

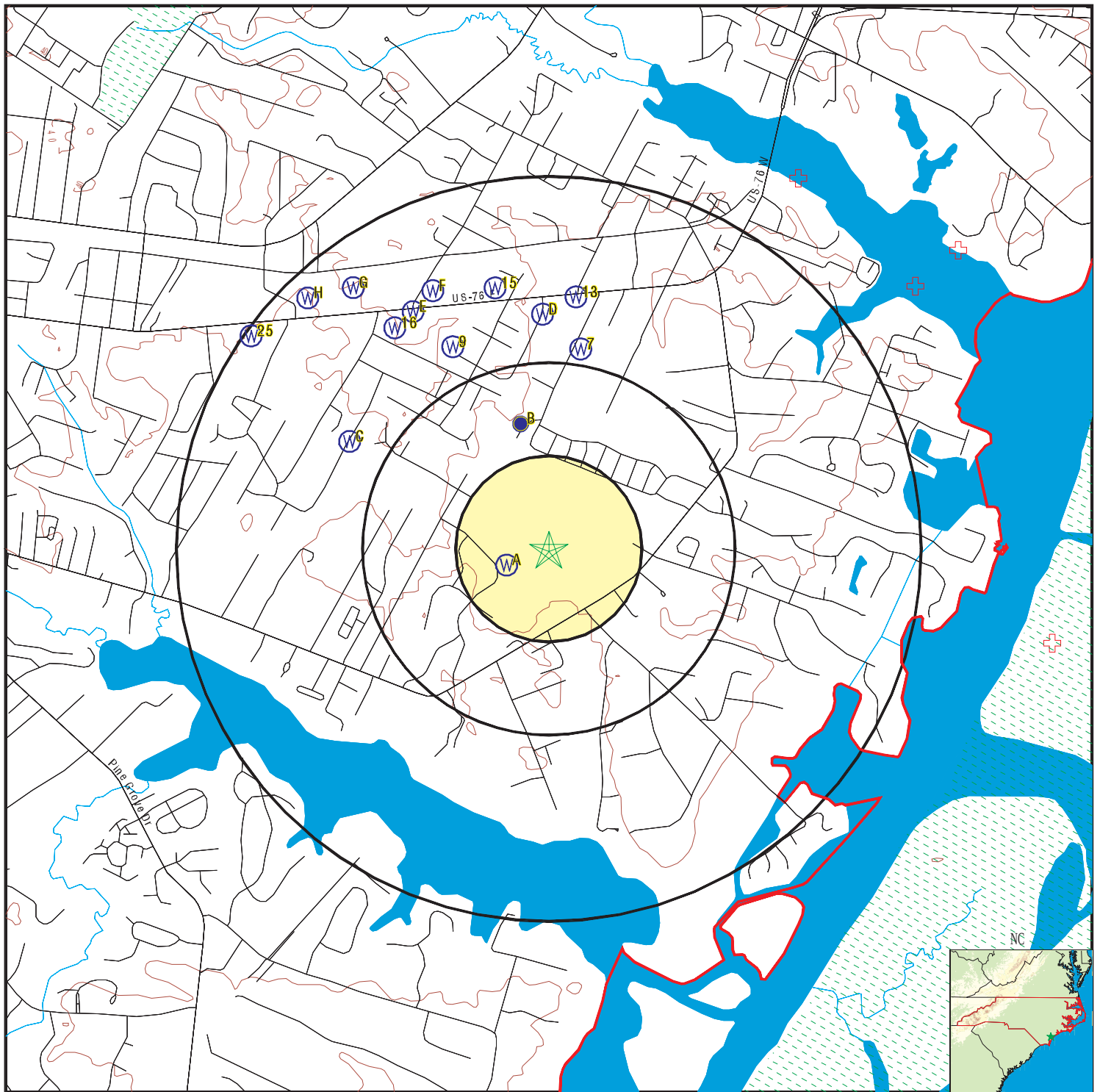
GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
H22	NC4000000025772	1/2 - 1 Mile NW
G23	NC4000000025533	1/2 - 1 Mile NW
H24	NC4000000025666	1/2 - 1 Mile NW
25	NC4000000025754	1/2 - 1 Mile NW

OTHER STATE DATABASE INFORMATION

PHYSICAL SETTING SOURCE MAP - 8159671.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Wildlife Areas
- Natural Areas
- Rare & Endangered Species

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON NC 28409
 LAT/LONG: 34.199525 / 77.844694

CLIENT: Southern Env. Group Inc.
 CONTACT: Megan Dean
 INQUIRY #: 8159671.2s
 DATE: October 31, 2025 4:28 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database

EDR ID Number

A1
WSW
0 - 1/8 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025187

A2
WSW
0 - 1/8 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025247

B3
North
1/4 - 1/2 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025509

B4
NNW
1/4 - 1/2 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025508

B5
North
1/4 - 1/2 Mile
Lower

[Click here for full text details](#)

FED USGS

USGS40000881912

B6
NNW
1/4 - 1/2 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025507

7
North
1/2 - 1 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025301

C8
WNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025436

9
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025709

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database

EDR ID Number

C10
WNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025437

D11
North
1/2 - 1 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025767

D12
North
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025769

13
North
1/2 - 1 Mile
Higher

[Click here for full text details](#)

NC WELLS

NC4000000025621

E14
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025741

15
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025744

16
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025737

F17
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025695

F18
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025710

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database

EDR ID Number

E19
NNW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025713

G20
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025766

G21
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025734

H22
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025772

G23
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025533

H24
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025666

25
NW
1/2 - 1 Mile
Lower

[Click here for full text details](#)

NC WELLS

NC4000000025754

[Click here for full text details](#)

NC_NHEO

NC50002150

[Click here for full text details](#)

NC_NHEO

NC50006416

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database

EDR ID Number

[Click here for full text details](#)

NC_NHEO

NC50008043

[Click here for full text details](#)

NC_NHEO

NC50014424

[Click here for full text details](#)

NC_SNHA

NC10003052

[Click here for full text details](#)

NC_SNHA

NC10003053

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: NC Radon

Radon Test Results

Num Results	Avg pCi/L	Min pCi/L	Max pCi/L
1	0.90	0.9	0.9
1	0.30	0.3	0.3

Federal EPA Radon Zone for NEW HANOVER County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 28409

Number of sites tested: 2

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.350 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: US Fish & Wildlife Service

Telephone: 703-358-2171

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

North Carolina Public Water Supply Wells

Source: Department of Environmental Health

Telephone: 919-715-3243

OTHER STATE DATABASE INFORMATION

North Carolina Wildlife Resources/Game Lands

Source: Center for Geographic Information and Analysis

Telephone: 919-733-2090

All publicly owned game lands managed by the North Carolina Wildlife Resources Commission and as listed in Hunting and Fishing Maps.

NC Natural Heritage Sites: Natural Heritage Element Occurrence Sites

Source: Natural Heritage Occurrence Sites Center for Geographic Information and Analysis

Telephone: 919-733-2090

A point coverage identifying locations of rare and endangered species, occurrences of exemplary or unique natural ecosystems (terrestrial or aquatic), and special animal habitats (e.g., colonial waterbird nesting sites).

NC Natural Areas: Significant Natural Heritage Areas

Source: Center for Geographic Information and Analysis

Telephone: 919-733-2090

A polygon coverage identifying sites (terrestrial or aquatic) that have particular biodiversity significance.

A site's significance may be due to the presence of rare species, rare or high quality natural communities, or other important ecological features.

RADON

State Database: NC Radon

Source: Department of Environment & Natural Resources

Telephone: 919-733-4984

Radon Statistical and Non Statistical Data

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRRA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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10.3 Completed AAI Questionnaires



PHASE I EA ALL APPROPRIATE INQUIRIES (AAI) QUESTIONNAIRE

Target Property:	Owner:	Enviro. Technician:
6325 Greenville Loop Rd. (PID R06200-003-033-000)	Halsey James C	Dana Lutheran
1. Is property being for an industrial purpose?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge, has the property ever been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is the property used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, and photo storage disposal processing developing laboratory, junk yard or landfill or as a waste treatment or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge, has the property ever been used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junk yard, or landfill or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
5. Are there currently, or to the best of your knowledge, has there ever been any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, in individual containers, of greater than 5 gal (19L) and in volumes of 50 gal (190L) or more, taken together, stored on or used at the property or at the facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
6. Are there currently, or to the best of your knowledge, has there ever been any industrial drums (typically 55 gal (208L)) or sacks of chemicals located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
7. Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?	☐ Yes ☐ No ☒ Unk	☐ Yes ☒ No ☐ Unk
8. Are there currently, or to the best of your knowledge, any pits ponds or lagoons associated with waste treatment or waste disposal on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
9. Is there currently, or to the best of your knowledge, has there ever been any stained soil on the property?	☐ Yes ☐ No ☒ Unk	☐ Yes ☒ No ☐ Unk
10. Are there currently, or to the best of your knowledge, has there ever been any registered or unregistered storage tanks (above or underground) located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
11. Are there currently, or to the best of your knowledge, has there ever been any vent pipes fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
12. Are there currently, or to the best of your knowledge, has there ever been a time when flooring drains and/or walls, located within the facility, were stained by substances other than water or were/are emitting foul odors?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
13. If the property is served by a private well or non-public water system have contaminants been identified in the well or system that exceeds guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/health agency?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
14. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

recurrent violations of environmental laws with respect to the property or any facility located on the property?		
15. Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations, with respect to the property or any facility located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on or contamination of the property or recommended further assessment of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
17. Does the owner or occupant of the property know of any past threatened or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
18. Does the property discharge waste water on or adjacent to the property other than storm water into a sanitary sewer system?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
20. Is there a transformer capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Adjacent / Abutting Property Assessment

Question	Owner/Occupants	Observed During Site Visit
1. Is any adjoining/abutting property used for industrial use?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge has any adjoining property been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is any adjoining property used as a gasoline station motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge has any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Property Owner - Please provide a description of the historic and current uses of the Subject Property, as well as any pertinent information regarding drinking water wells, ground water monitoring wells, and/or discharges of petroleum and/or other known hazardous material and/or substances associated with the Subject Property. If none, please state that here.

Owner Name (print): JAMES C HARLEY Owner Representative Position _____

Signature: *James C. Harley* Date: 11-10-25

Name of Environmental Professional (print): Dana A. Lutheran

Signature of Environmental Professional: *D. Lutheran*

Date of Site Inspection: 11/04/2025

***If necessary, please use additional sheets to provide information.**



PHASE I EA ALL APPROPRIATE INQUIRIES (AAI) QUESTIONNAIRE

Target Property:	Owner:	Enviro. Technician:
6335 Greenville Loop Rd. (PID R06200-003-029-001)	Gloop 6341 LLC	Dana Lutheran
1. Is property being for an industrial purpose?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge, has the property ever been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is the property used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, and photo storage disposal processing developing laboratory, junk yard or landfill or as a waste treatment or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge, has the property ever been used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junk yard, or landfill or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
5. Are there currently, or to the best of your knowledge, has there ever been any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, in individual containers, of greater than 5 gal (19L) and in volumes of 50 gal (190L) or more, taken together, stored on or used at the property or at the facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
6. Are there currently, or to the best of your knowledge, has there ever been any industrial drums (typically 55 gal (208L)) or sacks of chemicals located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
7. Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
8. Are there currently, or to the best of your knowledge, any pits ponds or lagoons associated with waste treatment or waste disposal on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
9. Is there currently, or to the best of your knowledge, has there ever been any stained soil on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
10. Are there currently, or to the best of your knowledge, has there ever been any registered or unregistered storage tanks (above or underground) located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
11. Are there currently, or to the best of your knowledge, has there ever been any vent pipes fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
12. Are there currently, or to the best of your knowledge, has there ever been a time when flooring drains and/or walls, located within the facility, were stained by substances other than water or were/are emitting foul odors?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
13. If the property is served by a private well or non-public water system have contaminants been identified in the well or system that exceeds guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/health agency?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
14. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

recurrent violations of environmental laws with respect to the property or any facility located on the property?		
15. Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations, with respect to the property or any facility located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on or contamination of the property or recommended further assessment of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
17. Does the owner or occupant of the property know of any past threatened or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
18. Does the property discharge waste water on or adjacent to the property other than storm water into a sanitary sewer system?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
20. Is there a transformer capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Adjacent / Abutting Property Assessment

Question	Owner/Occupants	Observed During Site Visit
1. Is any adjoining/abutting property used for industrial use?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge has any adjoining property been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is any adjoining property used as a gasoline station motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge has any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Property Owner - Please provide a description of the historic and current uses of the Subject Property, as well as any pertinent information regarding drinking water wells, ground water monitoring wells, and/or discharges of petroleum and/or other known hazardous material and/or substances associated with the Subject Property. If none, please state that here.

Owner Name (print): Matthew Maynard Owner Representative Position Director of Development

Signature:  Date: 11/10/25

Name of Environmental Professional (print): Dana A. Lutheran

Signature of Environmental Professional: 

Date of Site Inspection: 11/04/2025

***If necessary, please use additional sheets to provide information.**



PHASE I EA ALL APPROPRIATE INQUIRIES (AAI) QUESTIONNAIRE

Target Property:	Owner:	Enviro. Technician:
6341 & 6345 Greenville Loop Rd. (PID R06200-003-029-000 & R06200-003-037-000)	Gloop 6341 LLC	Dana Lutheran
1. Is property being for an industrial purpose?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge, has the property ever been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is the property used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, and photo storage disposal processing developing laboratory, junk yard or landfill or as a waste treatment or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge, has the property ever been used as a gasoline station, motor service/repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junk yard, or landfill or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
5. Are there currently, or to the best of your knowledge, has there ever been any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, in individual containers, of greater than 5 gal (19L) and in volumes of 50 gal (190L) or more, taken together, stored on or used at the property or at the facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
6. Are there currently, or to the best of your knowledge, has there ever been any industrial drums (typically 55 gal (208L)) or sacks of chemicals located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
7. Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
8. Are there currently, or to the best of your knowledge, any pits ponds or lagoons associated with waste treatment or waste disposal on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
9. Is there currently, or to the best of your knowledge, has there ever been any stained soil on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
10. Are there currently, or to the best of your knowledge, has there ever been any registered or unregistered storage tanks (above or underground) located on the property	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
11. Are there currently, or to the best of your knowledge, has there ever been any vent pipes fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
12. Are there currently, or to the best of your knowledge, has there ever been a time when flooring drains and/or walls, located within the facility, were stained by substances other than water or were/are emitting foul odors?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
13. If the property is served by a private well or non-public water system have contaminants been identified in the well or system that exceeds guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/health agency?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
14. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

recurrent violations of environmental laws with respect to the property or any facility located on the property?		
15. Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations, with respect to the property or any facility located on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on or contamination of the property or recommended further assessment of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
17. Does the owner or occupant of the property know of any past threatened or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
18. Does the property discharge waste water on or adjacent to the property other than storm water into a sanitary sewer system?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
20. Is there a transformer capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Adjacent / Abutting Property Assessment

Question	Owner/Occupants	Observed During Site Visit
1. Is any adjoining/abutting property used for industrial use?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
2. To the best of your knowledge has any adjoining property been used for an industrial use in the past?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
3. Is any adjoining property used as a gasoline station motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk
4. To the best of your knowledge has any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, or as a waste treatment storage disposal processing or recycling facility?	☐ Yes ☒ No ☐ Unk	☐ Yes ☒ No ☐ Unk

Property Owner - Please provide a description of the historic and current uses of the Subject Property, as well as any pertinent information regarding drinking water wells, ground water monitoring wells, and/or discharges of petroleum and/or other known hazardous material and/or substances associated with the Subject Property. If none, please state that here.
 residential property

Owner Name (print): Matthew Maynard Owner Representative Position Director of Development

Signature:  Date: 11/10/25

Name of Environmental Professional (print): Dana A. Lutheran

Signature of Environmental Professional: 

Date of Site Inspection: 11/04/2025

***If necessary, please use additional sheets to provide information.**

10.4 Site Photos

The photos below were taken on 4 November and 7 November 2025 and are meant to represent the condition of the Subject Property at the time of the evaluation.



At the entrance to Tract 2 from Greenville Loop Road



At the entrance to Tract 1 from Greenville Loop Road



Standing at the entrance to the Subject Property, facing down Greenville Loop Road



Standing at the entrance to the Subject Property, facing down Greenville Loop Road



Utilities access lines at the entrance to the Subject Property.



Standing at the entrance to Tract 3, facing the single-family residential structure; picturing the overhead electric line and transformer



The shed abutting the residential structure to the south on Tract 3.



Interior of the shed abutting the residential structure on Tract 3.



The west side of the residential structure on Tract 3; Picturing a vent pipe typically used for plumbing purposes.



On the dirt road into Tract 1; Picturing wreckage and scrap metal material. Further inspection revealed no staining or odors.



General photo of the grounds on Tract 1, facing one of the storage structures. Picturing empty barrels.



General photo of the interior of one of the storage structures



Empty canisters located on Tract 1. No odors or staining noted around the canisters.



Empty plastic barrels located on Tract 1. No odors or staining noted around the barrels.



General photo of the interior of one of the storage structures



General photo of the interior of one of the storage structures, picturing empty barrels and canisters and cleanup staff



Photo of two of the storage structures

10.5 Historical Research Documentation – Sanborn Fire Insurance Maps

- None Found -

10.6 Historical Aerial Review



6325 GREENVILLE LOOP RD

6325 GREENVILLE LOOP RD

WILMINGTON, NC 28409

Inquiry Number: 8159671.8

November 03, 2025

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

11/03/25

Site Name:

6325 GREENVILLE LOOP RD
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409
EDR Inquiry # 8159671.8

Client Name:

Southern Env. Group Inc.
5315 South College Road
Wilmington, NC 28412
Contact: Megan Dean



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2022	1"=500'	Flight Year: 2022	USDA/NAIP
2018	1"=500'	Flight Year: 2018	USDA/NAIP
2014	1"=500'	Flight Year: 2014	USDA/NAIP
2010	1"=500'	Flight Year: 2010	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1999	1"=500'	Flight Year: 1999	USGS/DOQQ
1993	1"=500'	Acquisition Date: February 03, 1993	USGS/DOQQ
1983	1"=500'	Flight Date: March 13, 1983	NHAP
1980	1"=500'	Flight Date: October 07, 1980	USGS
1975	1"=500'	Flight Date: April 01, 1975	USGS
1969	1"=500'	Flight Date: April 08, 1969	USGS
1964	1"=500'	Flight Date: April 01, 1964	USGS
1958	1"=500'	Flight Date: November 21, 1958	USGS
1950	1"=500'	Flight Date: November 21, 1950	USGS
1938	1"=500'	Flight Date: March 25, 1938	USDA

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

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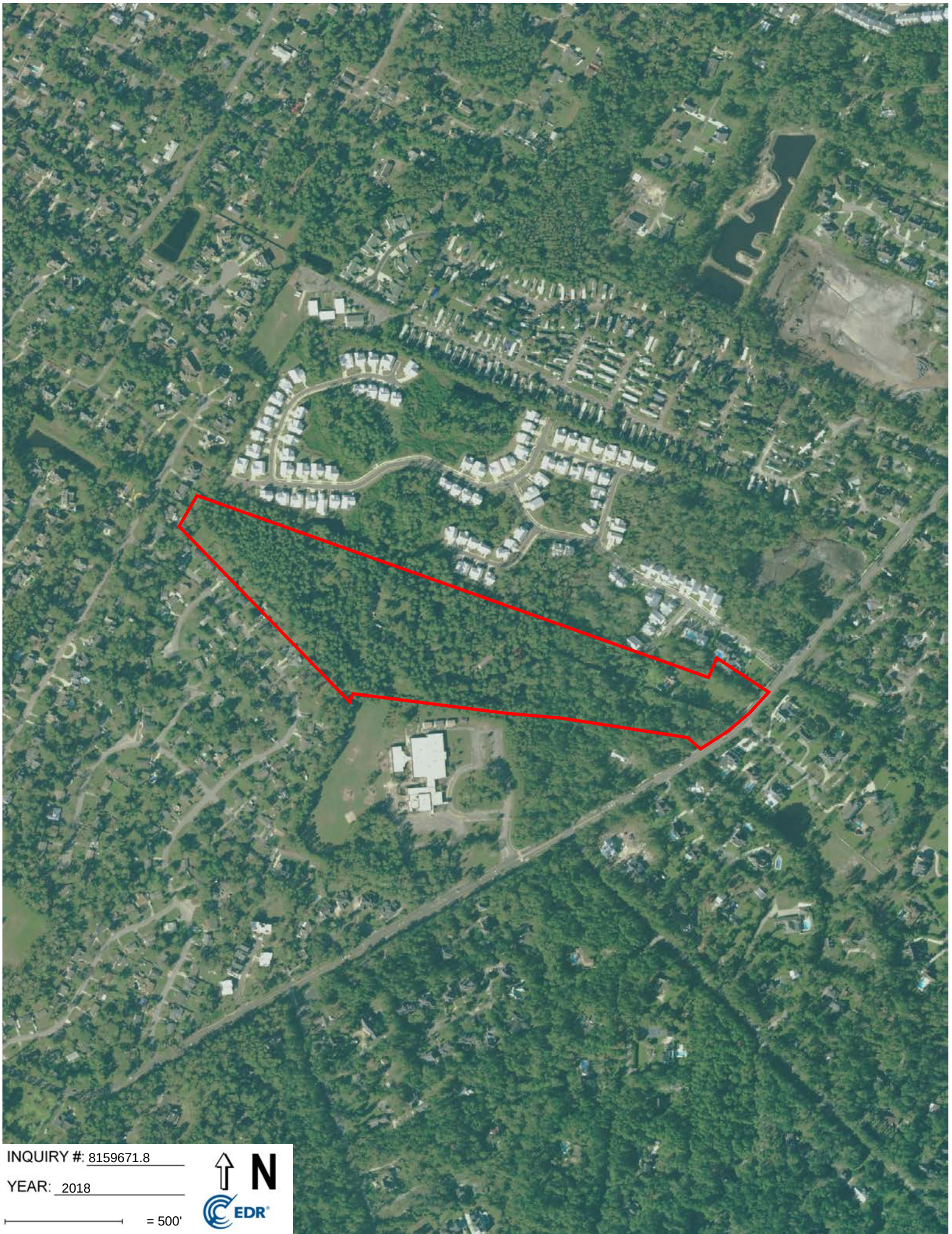


INQUIRY #: 8159671.8

YEAR: 2022

— = 500'





INQUIRY #: 8159671.8

YEAR: 2018

— = 500'





INQUIRY #: 8159671.8

YEAR: 2014

— = 500'





INQUIRY #: 8159671.8

YEAR: 2010

— = 500'





INQUIRY #: 8159671.8

YEAR: 2006

— = 500'





INQUIRY #: 8159671.8

YEAR: 1999

— = 500'





INQUIRY #: 8159671.8

YEAR: 1993

— = 500'





INQUIRY #: 8159671.8

YEAR: 1983

— = 500'





INQUIRY #: 8159671.8

YEAR: 1980

— = 500'





INQUIRY #: 8159671.8

YEAR: 1975

— = 500'



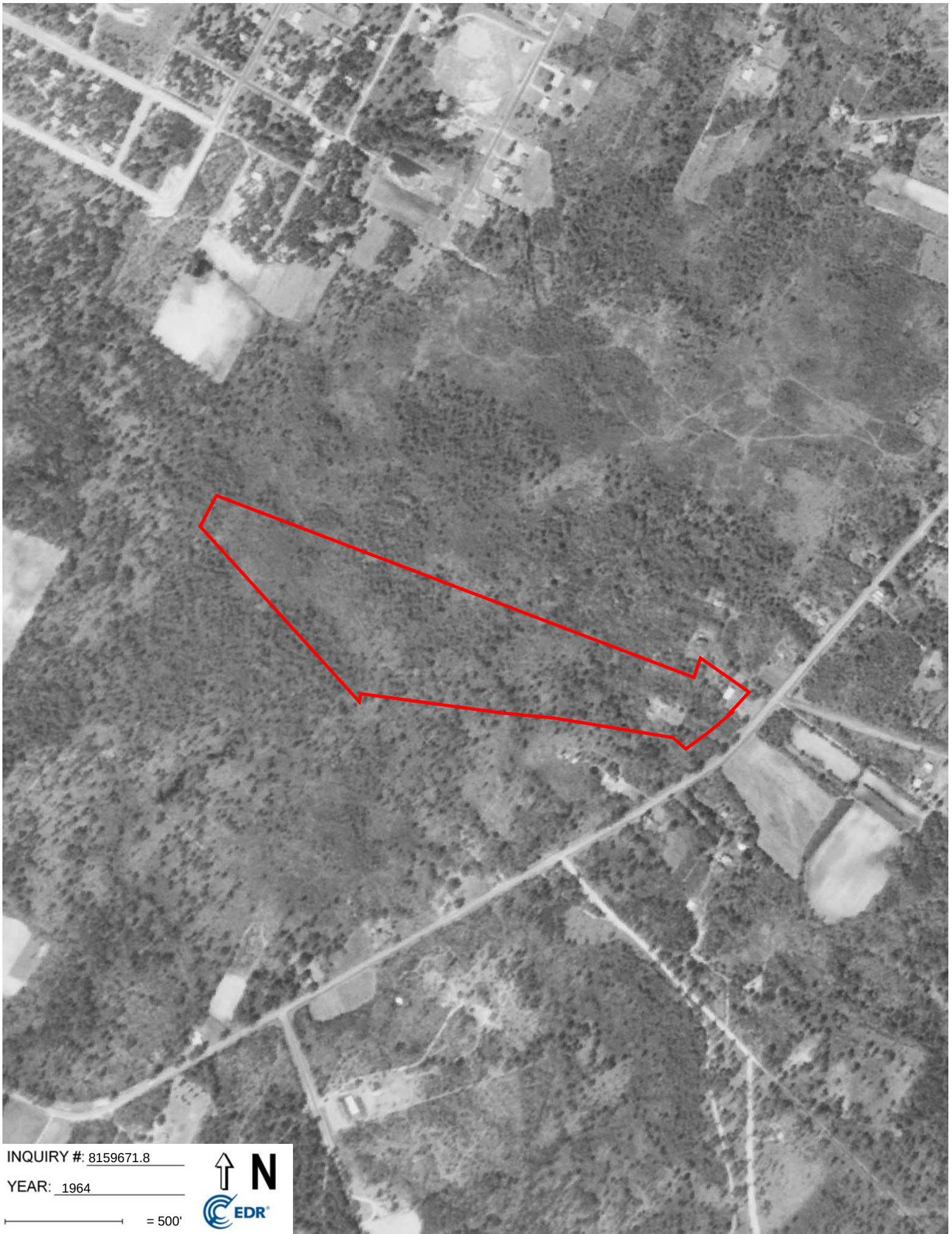


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YEAR: 1969

— = 500'



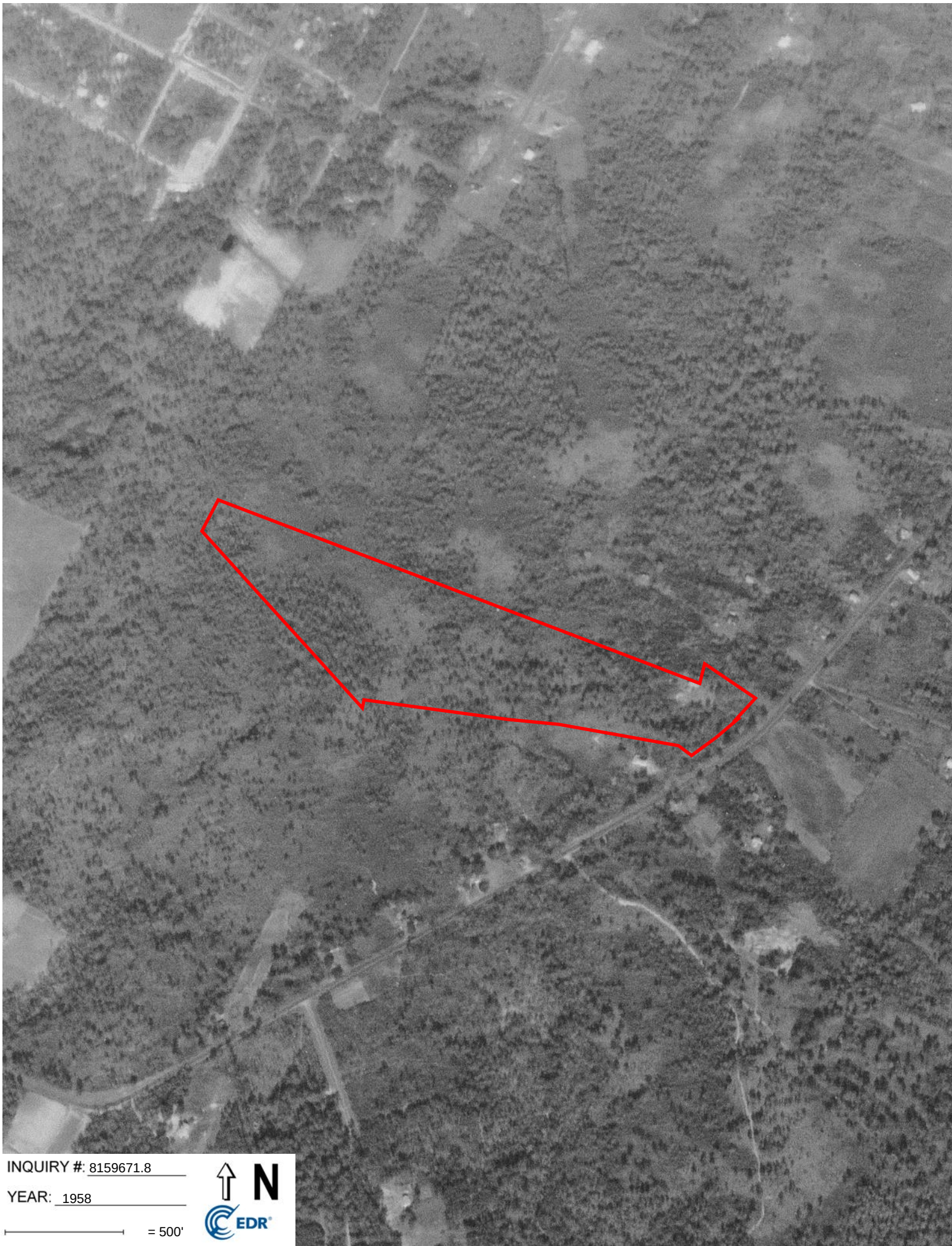


INQUIRY #: 8159671.8

YEAR: 1964

— = 500'



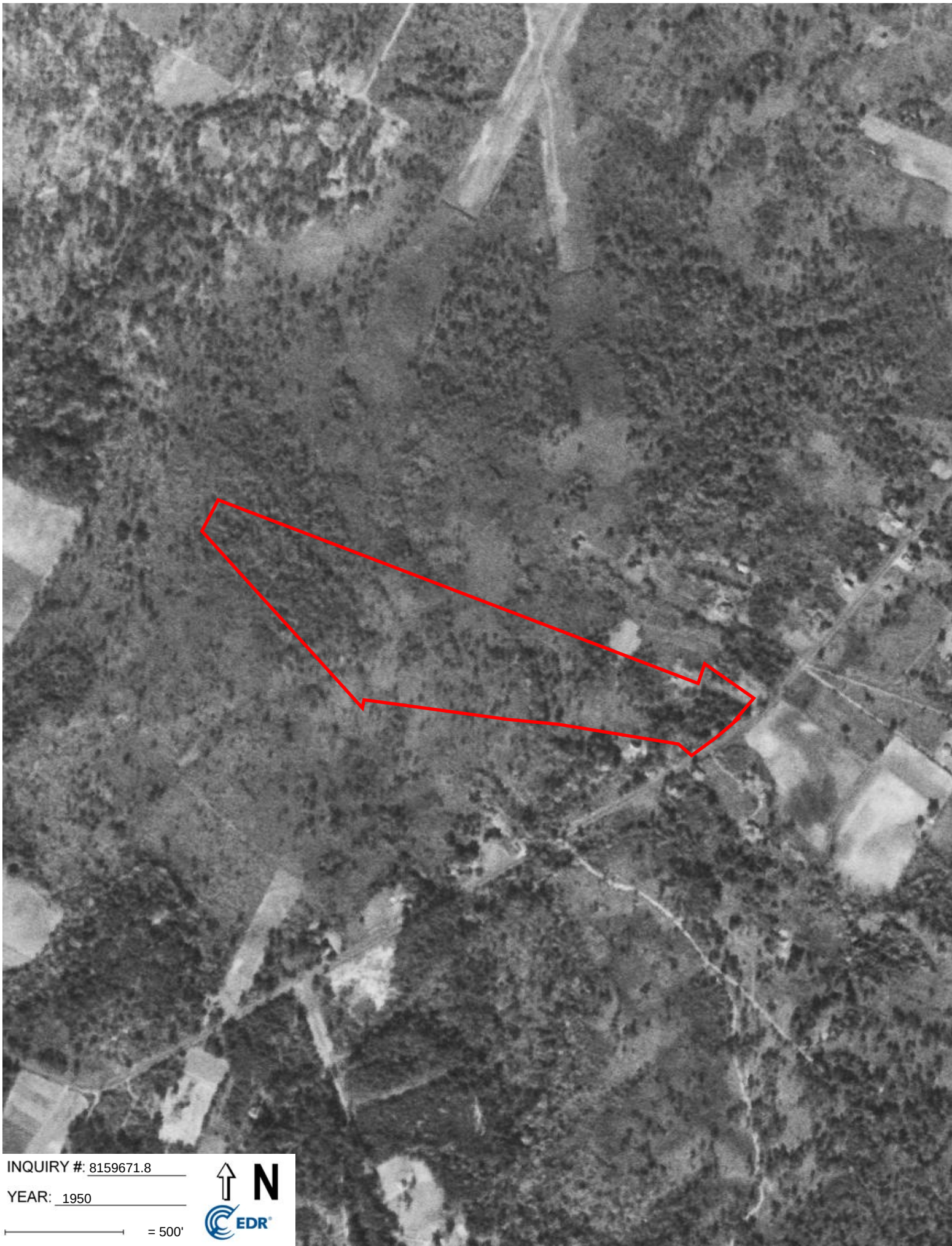


INQUIRY #: 8159671.8

YEAR: 1958

— = 500'





INQUIRY #: 8159671.8

YEAR: 1950

— = 500'





INQUIRY #: 8159671.8

YEAR: 1938

— = 500'



10.7 EDR Historic Topographic Maps

6325 GREENVILLE LOOP RD

6325 GREENVILLE LOOP RD

WILMINGTON, NC 28409

Inquiry Number: 8159671.4

October 31, 2025

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

10/31/25

Site Name:

6325 GREENVILLE LOOP RD
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409
EDR Inquiry # 8159671.4

Client Name:

Southern Env. Group Inc.
5315 South College Road
Wilmington, NC 28412
Contact: Megan Dean



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Southern Env. Group Inc. were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:**Coordinates:**

P.O.#	NA	Latitude:	34.199525 34° 11' 58" North
Project:	Greenville Loop Rd Properties	Longitude:	-77.844694 -77° 50' 41" West
		UTM Zone:	Zone 18 North
		UTM X Meters:	237874.52
		UTM Y Meters:	3787938.60
		Elevation:	24.00' above sea level

Maps Provided:

2022	1942
2019	
2016	
2013	
1997	
1980	
1970	
1948	

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2022 Source Sheets



Wrightsville Beach
2022
7.5-minute, 24000

2019 Source Sheets



Wrightsville Beach
2019
7.5-minute, 24000

2016 Source Sheets



Wrightsville Beach
2016
7.5-minute, 24000

2013 Source Sheets



Wrightsville Beach
2013
7.5-minute, 24000

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1997 Source Sheets



Wrightsville Beach
1997
7.5-minute, 24000
Aerial Photo Revised 1997

1980 Source Sheets



Wrightsville Beach
1980
7.5-minute, 24000
Aerial Photo Revised 1980

1970 Source Sheets



Wrightsville Beach
1970
7.5-minute, 24000
Aerial Photo Revised 1969

1948 Source Sheets



Wilmington
1948
15-minute, 62500
Aerial Photo Revised 1942

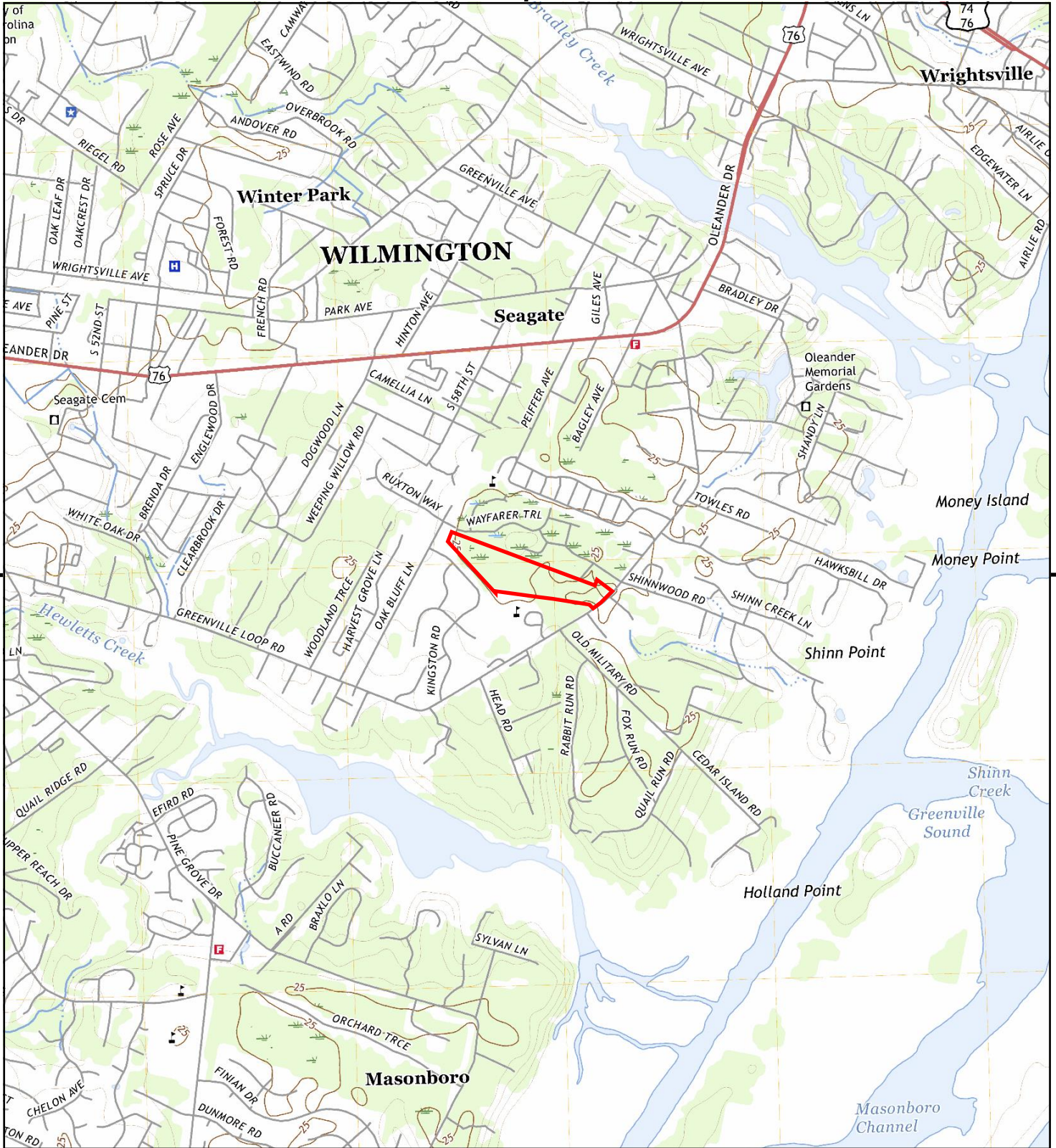
Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

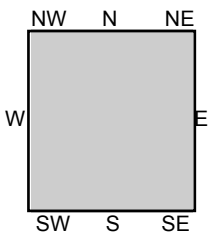
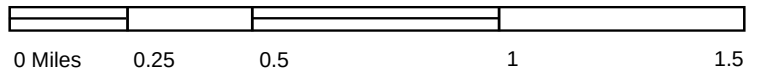
1942 Source Sheets



WILMINGTON
1942
15-minute, 50000



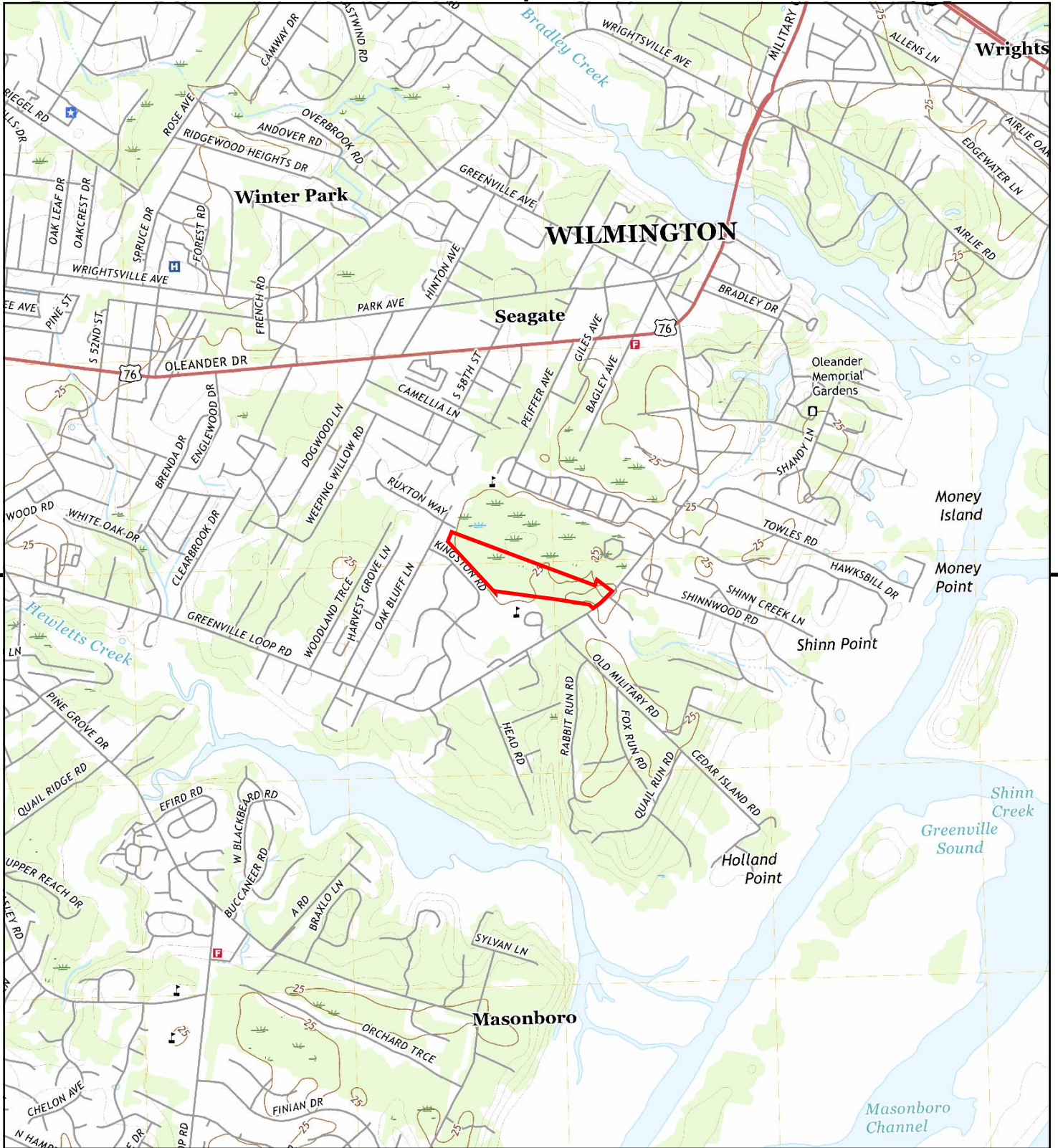
This report includes information from the following map sheet(s).



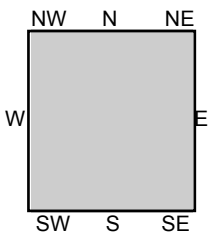
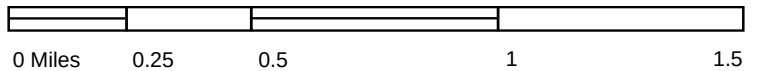
TP, Wrightsville Beach, 2022, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



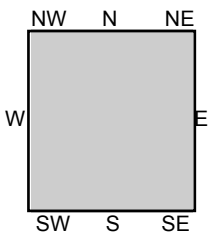
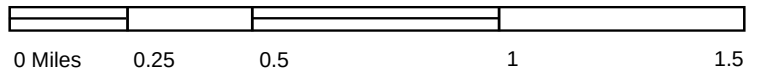
TP, Wrightsville Beach, 2019, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
ADDRESS: 6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409
CLIENT: Southern Env. Group Inc.





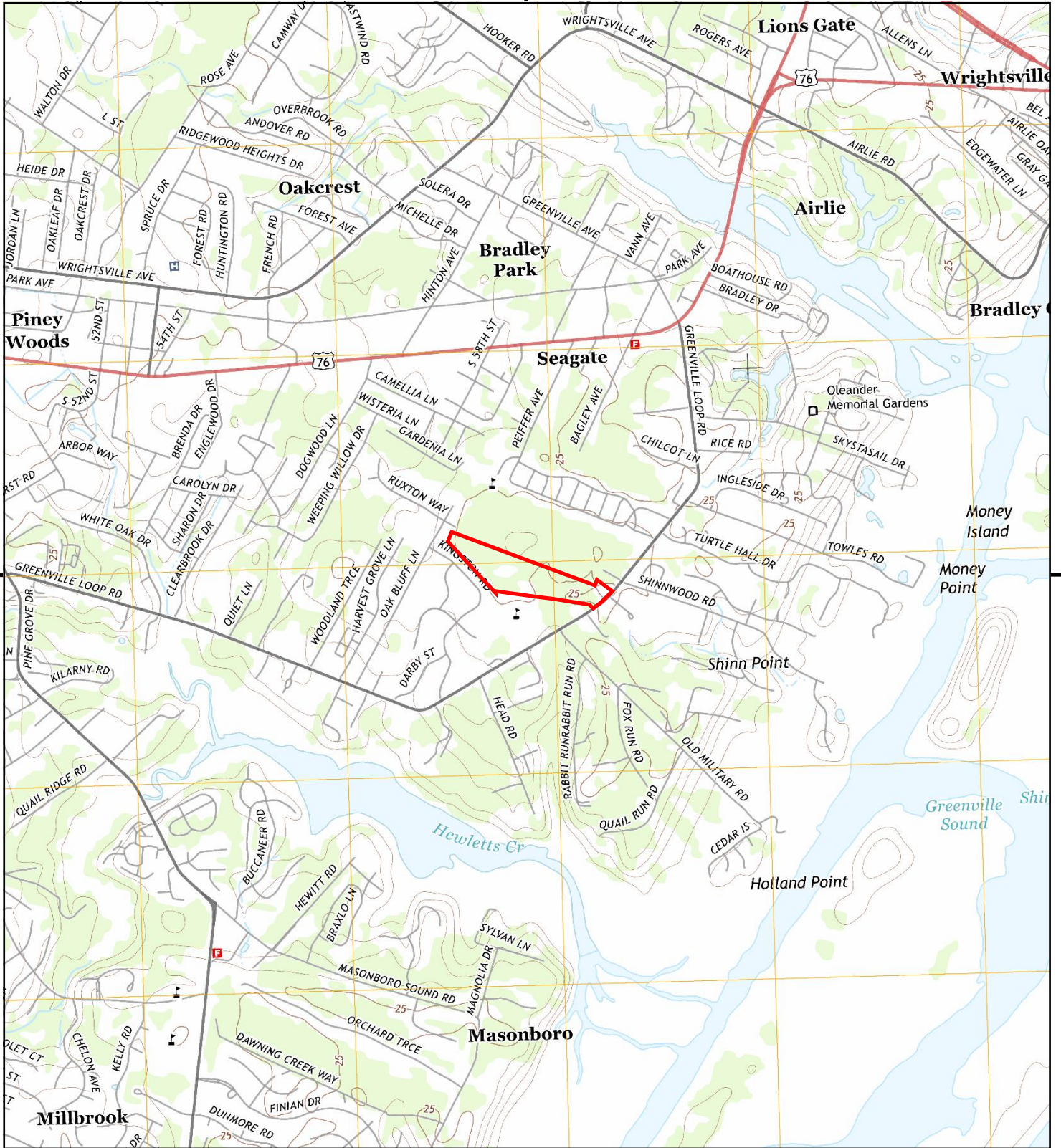
This report includes information from the following map sheet(s).



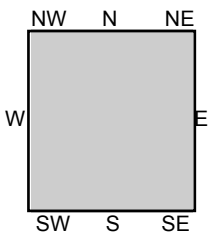
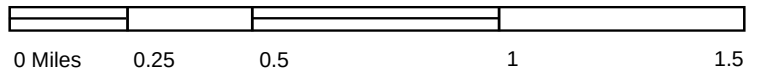
TP, Wrightsville Beach, 2016, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



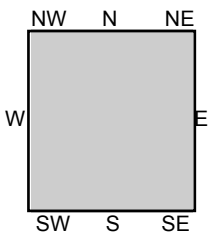
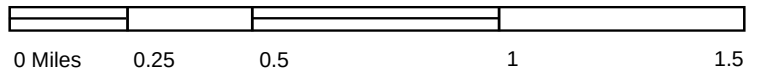
TP, Wrightsville Beach, 2013, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.





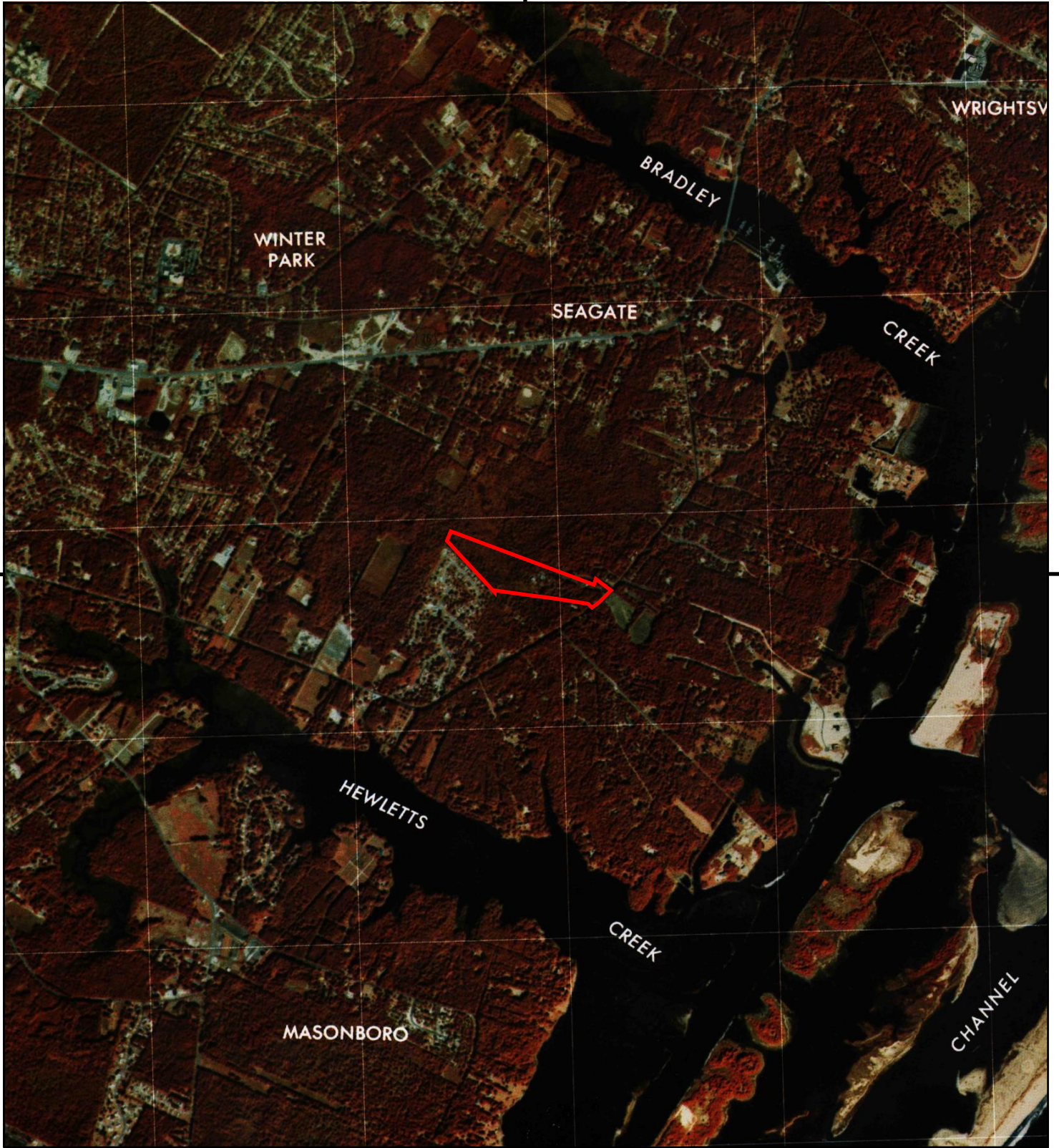
This report includes information from the following map sheet(s).



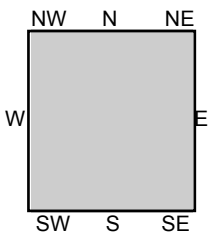
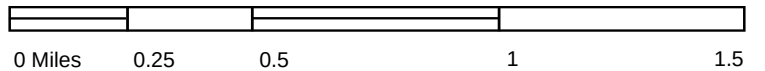
TP, Wrightsville Beach, 1997, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



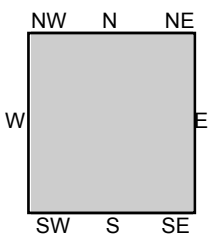
TP, Wrightsville Beach, 1980, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
ADDRESS: 6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409
CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



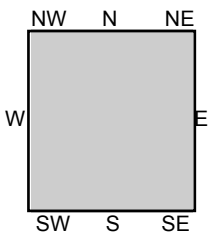
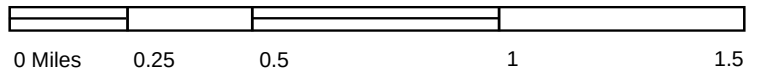
TP, Wrightsville Beach, 1970, 7.5-minute

SITE NAME: 6325 GREENVILLE LOOP RD
ADDRESS: 6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409
CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



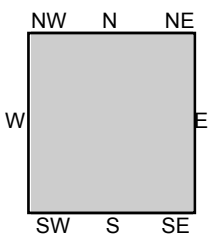
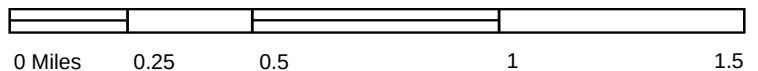
TP, Wilmington, 1948, 15-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.





This report includes information from the following map sheet(s).



TP, WILMINGTON, 1942, 15-minute

SITE NAME: 6325 GREENVILLE LOOP RD
 ADDRESS: 6325 GREENVILLE LOOP RD
 WILMINGTON, NC 28409
 CLIENT: Southern Env. Group Inc.



10.8 EDR City Directory Search

6325 GREENVILLE LOOP RD
6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

Inquiry Number: 8159671.5
November 05, 2025

The EDR-City Directory Image Report

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SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available business directory data at approximately five year intervals.

RECORD SOURCES

The EDR City Directory Report accesses a variety of business directory sources, including Haines, InfoUSA, Polk, Cole, Bresser, and Stewart. Listings marked as EDR Digital Archive access Cole and InfoUSA records. The various directory sources enhance and complement each other to provide a more thorough and accurate report.

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2022	☒	☒	EDR Digital Archive
2017	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
2014	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
2010	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
2005	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
2000	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
1995	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
1992	☒	☐	Cole Information
	☒	☐	EDR Digital Archive
1985	☒	☐	Polk's City Directory
1980	☒	☐	Polk's City Directory
1975	☐	☐	HILLS DIRECTORY CO.
1971	☐	☐	HILLS DIRECTORY CO.
1967	☐	☐	HILLS DIRECTORY CO.
1964	☐	☐	HILLS DIRECTORY CO.

EXECUTIVE SUMMARY

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
-------------	----------------------	---------------------	---------------

FINDINGS

TARGET PROPERTY STREET

6325 GREENVILLE LOOP RD
WILMINGTON, NC 28409

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

GREENVILLE LOOP RD

2022	pg A1	EDR Digital Archive	
2017	pg A3	Cole Information	
2014	pg A4	Cole Information	
2010	pg A5	Cole Information	
2005	pg A6	Cole Information	
2000	pg A7	Cole Information	
1995	pg A8	Cole Information	
1992	pg A12	Cole Information	
1985	pg A14	Polk's City Directory	
1980	pg A15	Polk's City Directory	
1980	pg A16	Polk's City Directory	
1975	-	HILLS DIRECTORY CO.	Street not listed in Source
1971	-	HILLS DIRECTORY CO.	Street not listed in Source
1967	-	HILLS DIRECTORY CO.	Street not listed in Source
1964	-	HILLS DIRECTORY CO.	Street not listed in Source

FINDINGS

CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

WAYFARER TRL

2022	pg. A2	EDR Digital Archive	
2017	-	EDR Digital Archive	Target and Adjoining not listed in Source
2014	-	EDR Digital Archive	Target and Adjoining not listed in Source
2010	-	EDR Digital Archive	Target and Adjoining not listed in Source
2005	-	EDR Digital Archive	Target and Adjoining not listed in Source
2000	-	EDR Digital Archive	Target and Adjoining not listed in Source
1995	-	EDR Digital Archive	Target and Adjoining not listed in Source
1992	-	EDR Digital Archive	Target and Adjoining not listed in Source
1985	-	Polk's City Directory	Street not listed in Source
1980	-	Polk's City Directory	Street not listed in Source
1975	-	HILLS DIRECTORY CO.	Street not listed in Source
1971	-	HILLS DIRECTORY CO.	Street not listed in Source
1967	-	HILLS DIRECTORY CO.	Street not listed in Source
1964	-	HILLS DIRECTORY CO.	Street not listed in Source

City Directory Images

GREENVILLE LOOP RD 2022

6214	BRADY HERMAN
	HEATHER THOMAS
	LAUREN VOGEL
	ZACHARY HAUSER
6322	BARBARA OLIVOLA
	DEVON OLIVOLA
	MARK OLIVOLA
	MATTHEW OLIVOLA
6324	SARAH BARRETT
6341	DAVID ROBINSON
	ETHEL ROBINSON
	GABRIELL ROBINSON
	GARLAN ROBINSON
	RAPHAEL ROBINSON
6351	THOMAS HUMPHREY
6415	GRACE JAMES-CORBETT
6422	LYNDA BACON
6501	ELIZABETH BROOKMAN
	MATTHEW BROOKMAN

WAYFARER TRL 2022

5833	SUSAN BALDING
5837	ALEX EASLEY
	COURTNEY EASLEY
	HENRY EASLEY
5900	CHARLES LIGON
	MEGAN LIGON
5903	MICHAEL MCGINLEY
5904	ANDREW MCGINLEY
5907	EMILY KUTTNER
	MARLEEN KUTTNER
5908	TYLER SHAW
5911	ELIZABETH FISHER
	JOSEPH FISHER
	MATTHEW FISHER
5915	HEATHER BHOWMIK
	SUSANTA BHOWMIK
5916	KATIE CRAIG
5920	SHIRIN JENKINS
	TRAVIS JENKINS
6024	JOHN FULL
	PAIGE FULL
6027	JOHN MORGAN
	MEGAN MORGAN
	ROB MORGAN
6028	BRIAN CHANDLER
	KERI CHANDLER
6032	DYLAN HARRINGTON
	JENNIFER HARRINGTON
	TAYLOR HARRINGTON
	THOMAS HARRINGTON
6033	JENNIFER MOSER
	NICOLE MOSER
	ROBERT MOSER
	THOMAS MOSER
6036	ANDREA LAMAS-NINO
	NURY NINO
6039	ANNA RAINES
	KATHERINE RAINES
6101	BOBBY PRESSLEY
	MELISSA PRESSLEY
6104	MARIA TAR
6105	THOMAS HUMPHREY
6109	PETER VEREYKEN
6117	JAMES MARTIN
	VALERIE HOCUTT

GREENVILLE LOOP RD 2017

6112	BAYLISS, JOHN R
	GIBBS, MELISSA A
	RANSOM, BRIAN
6211	SCHOOLSPUBLIC
6322	OLIVOLA, MATT R
6324	BARRETT, STEVE E
6341	ROBINSON, GARLAN J
6422	BACON, LYNDA
6501	BROOKMAN, MATTHEW C

GREENVILLE LOOP RD 2014

6112 ANDREATOS, KATHY
GIBBS, RHONDA J
GUTIERREZ, JENNIFER
HUERTO, RICKY
HUTTO, BRIAN M
6211 SCHOOLS PUBLIC
6214 HERMAN, BRADY N
6322 OCCUPANT UNKNOWN,
6324 OCCUPANT UNKNOWN,
6341 ROBINSON, ETHEL K
6351 OCCUPANT UNKNOWN,
6415 JAMES-CORBETT, GRACE
6422 BACON, LYND A
6501 BROOKMAN, MATTHEW C

GREENVILLE LOOP RD 2010

6100	THACKER, ROBERT
6101	LOVE, CHARLES H
6104	HERRERA, ALICE D
6112	GIBBS, RHONDA M
	GUTIERREZ, JENNIFER
	HUERTO, JESUS F
	JARROTT, LETECIA M
6211	BRADLEY CREEK ELEMENTARY SCHL
6214	OCCUPANT UNKNOWN,
6311	ZION CHAPEL AME ZION CHURCH
6322	OLIVOLA, MARK N
6324	OCCUPANT UNKNOWN,
6325	HALSEY, JAMES C
6341	ROBINSON, ETHEL K
6351	PIGFORD, KIRK H
6401	OCCUPANT UNKNOWN,
6411	OCCUPANT UNKNOWN,
6415	STOKES, REGINA L
6422	BACON, RALPH
6501	BROOKMAN, MATTHEW C

GREENVILLE LOOP RD 2005

6100	MEREDITH, DARRIAN
6104	WORSLEY, WENDY
6112	KAUFMANN, JENNIFER
6211	BRADLEY CREEK ELEMENTARY SCHOOL
6214	OCCUPANT UNKNOWN,
6311	OCCUPANT UNKNOWN,
6322	ROGERS BUILDING CORP
	ROGERS, TAMMY C
6324	SWEAT, BARRY G
6341	SMALL, WILLIAM T
6351	PIGFORD, KIRK H
6411	OCCUPANT UNKNOWN,
6415	OCCUPANT UNKNOWN,
6422	PIRIN, LUTON
6501	BROOKMAN, MATTHEW C

GREENVILLE LOOP RD 2000

6100 JOYE, DONNIE L
MEREDITH, DARRIAN
THACKER, R
6104 MACKIE, DANIEL
6211 SCHOOLS PUBLIC SCHOOLS
6311 ZION CHAPEL AME ZION CHURCH
6322 ROGERS BUILDING CORPORATION
ROGERS, TOMMY
6325 HALSEY, JAMES C
6414 HANSON, DAVID A
6422 NEWELL, BOB
6501 BROOKMAN, MATTHEW

GREENVILLE LOOP RD 1995

6010 OCCUPANT UNKNOWNN
6017 PETERSON, JAMES H
6030 ALFORD, C A
6211 BRADLEY CREEK ELEMENTARY SCHL
6214 DAWSON, DONALD G
6322 ROGERS, TOMMY
6324 SWEAT, BARRY
6325 HALSEY, JAMES C
6328 CANNON, BOYD H
6341 SMALL, WILLIAM
6350 OCCUPANT UNKNOWNN
6411 STRAHIN, MICHAEL
6415 PAGE, DAVID C
6501 OCCUPANT UNKNOWNN
6509 ACLES, DENNIS G
ALSTON, HORACE A III
AUTREY, PHILLIP
BALL, GREG
BARRETT, RAY
BECKWITH, C
BERES, PENNI
BEST, SUELLEN L
BIRCH, PHILLIP
BLAKE, LEE
BLALOCK, THOMAS
BLEDSON, DOUGLAS C
BONAR, M
BOXLEY, WILLIAM
BRAUN, MARK
BRIDGEMAN, CHARLES F JR
BROWN, WALTER
BRYANT, JULIE
BURRIS, F
CALTON, CLIFTON
CANNON, JERRY
CARDEN, LESTER
CHADWICK, JOHN S
CHENAULT, BRUCE JR
CHRISTIE, LORI
CONNELL, RONNIE
COWEN, LEONARD N JR
CRANDALL, KENNETH S
CRAUEN, DOROTHY
CRAVEN, DOROTHY
CROSS, KENNETH
CRUGER, LEON E
CURRY, JASON
DANKER, GEORGE
DANKERS TYPESETTING
DAVIS, RANDY

GREENVILLE LOOP RD

1995

(Cont'd)

6509 DERBY, MARK
 DIAS, DAVID
 DILLEY, AARON E
 DUBEL, RONALD J
 DUGDALE, J R
 DUNN, RAY
 DURHAM, R W
 ELLIS, SUSAN
 FAIRCLOTH, DAVID
 FIZER, J M
 FOWLER, BOBBIE
 GAGNE, PAUL E JR
 GALLEGOS, T
 GARROW, J A
 GIBSON, CHARLES
 GRIFFEN, HOLLIE J
 HAIR, LORI
 HALEY, TIM
 HANSEN, BECKY
 HARDIN, MARK D
 HARMON, LINDA R
 HARP, GINNY
 HARRIS, ANGELA M
 HARRISON, BRENDA
 HARRISON, RAY
 HAWK, SHAN
 HENDERSON, ARTHUR
 HINE, MATTHEW
 HINSON, TAMMY
 HOCKABOUT, JOHN
 HODGE, BILLY
 HUPP, M H
 HUYNH, TIEN
 JAMES, STEVEN
 JARRELL, PAUL JR
 JONES, ANNIE B
 JONES, ERIC B
 JONES, MICHAEL A
 JORDAN, RAY J
 JOYNER, DEAN
 JUSTUS, VANESSA
 JUVERA, A
 KAMPE, LAURA
 KEALON, M D
 KEEL, JOHN M
 KEUBLER, GLADYS
 KING, DAVID
 KNAPIK, J
 LAMB, BILLY
 LEE, STEVE

GREENVILLE LOOP RD

1995

(Cont'd)

6509 LERAY, JASON
 LITTLE, BILLY L
 LIVA, NINA
 LOCKLEAR, CHARLES E
 LUCAS, K
 LUNESFORD, L A
 MARION, TERRY D
 MARTIN, J D
 MARTIN, LARRY E
 MARTIN, STEPHAN
 MARTIN, WALTER
 MATTHEWS, ANNIE
 MCBETH, JOYCE
 MCCARTNEY, ISAIAH
 MCCOY, STEPHAN
 MCKEITHAN, JAMES C
 MCKENNA, LOIS J
 MCKOY, J L
 MCMAHAN, JAMES
 MIDWOOD, JOHN
 MILLER, MICHAEL J
 NAVAS, NATHAN
 NEWELL, WILLIAM
 NORDAN, TERESA
 NORWOOD, JAMES C
 NUNN, SAM
 OLIVER, QUEEN E
 OLSON BUSINESS MACHINES
 OZOGUL, KELLEY
 PAPPANO, FRANK JR
 PEEBLES, C J
 PENDER, L M
 PERKINS, L
 PITTMAN, BRIAN
 POTTER, ANGIE
 PRESTON, A
 PRESTON, ROBERT E
 PRICE, WILLIAM E JR
 RAMBO, H J
 REDWINE, VERA M
 REECE, JAMES D
 ROBERSON, DENISE
 ROBERSON, S
 ROBERTS, MAGDALE
 ROBERTS, TONY
 SAVAGE, MICHAEL
 SCERCY, ELLEN
 SELLERS, ELMER M
 SESSOMS, CINDY
 SEVRENCE, A M

GREENVILLE LOOP RD

1995

(Cont'd)

6509 SHIPP, C
SIMPSON, GARY R
SMITH, RICHARD
SMITH, TANYA P
SMITH, WILLIAM R
SNEED, DAVID E
SORENSEN, S L
SOUTHERLAND, BOBBY
SPAKE, JAMES
STAAS, KAREN R
STREHLE, THERESA M
STUMBORG, B
STURGILL, ARCHIE
SUGGS, DENNIS
TAYLOR, CHARLEN
TAYLOR, G
TEMPLETON, THERESA
TEW, JAMES
TRIANGLE CARPET CLNG
TURBEVILLE, KAREN
VANHOOSE, KARI
VIAR, JOHN H
WALKER, GARY R
WALTERS, ALYCE
WALTON, KEVIN
WATTS, PENNY L
WELCH, CLARA G
WHITELEY, B C
WILLIAMS, K R
WILLIAMS, NORMAN
WOLFF, ROGER K

GREENVILLE LOOP RD 1992

6007 COFER, THOMAS E
 6030 ALFORD, C A
 6211 BRADLEY CREEK ELEM SCHOOL
 6341 SMALL, WILLIAM
 6350 KING, ROBERT
 6509 ADAMS, DAVID J
 BAXLEY, DENISE
 BECKWITH, C
 BLANTON, NANCY A
 BLAYLOCK, THOMAS
 BLEDSON, DOUGLAS C
 BOWDEN, MICHAEL
 BOWEN, CAROLYN
 BRASWELL, AMBER
 BRAUN, MARK
 BROWN, WALTER
 BRYANT, JULIE
 CANNON JERRY
 CANNON, JERRY
 CHADWICK, JOHN S
 CHRISTIE, DOREEN
 CONNELL, RONNIE
 COOK, D M
 DIAS, DAVID
 DURHAM, R W
 EDMONDS, EDWARD S
 EDWARDS, LISA
 EDWARDS, MICHAEL
 FISH, MARK D
 FOWLER, SHEILA
 GAGNE, NICOLE
 GEORGE, MICHAEL
 GOMEZ, ANGIE M
 HANEY, RODNEY H
 HARDIN, SHAULA
 HAYDEN, L K
 HYLTON, JOSEPH
 JARRELL, PAUL
 JOHNSON, BRAD
 JOHNSON, D C
 JORDAN, RAY J
 JUVERA, A
 KEUBLER, GLADYS
 KING, S L
 LAMBERT, J
 LEICHSENRING, LAURA
 LEWIS, R
 LUCAS, K
 MCMAHAN, JAMES
 MIDWOOD, JOHN

GREENVILLE LOOP RD

1992

(Cont'd)

6509 MOORE, J
 OLSON, PETER
 ORR, BRENT A
 REGISTER, PATRICK
 SPAKE, JAMES
 SYKES, S
 TEW, K M
 TRIANGLE CARPET CLNG
 WORTHINGTON, J H
 WRIGHT, KEITH

GREENVILLE LOOP RD 1985

bx326aa Wells Paul F © 256-2481
 bx327★Ray D W © 256-9279
 bx327f Vacant
 327g No Return
 bx327h Posey Joan L Mrs © 256-3967
 327g Bledson Doris A © 256-2657
 329aa Denham Julius E © 256-3945
 bx330 Filomena Daniel J © 256-3605
 bx330a Pridgen Bobby L © 256-2953
 Bx332 Kathy Ann Trailer Court 256-2786
 bx332 Lots
 1 Livingston Nelda M 256-3196
 2★Barnes Lynn 256-4248
 3 Medler Tobey
 4 Kornegay Fredk 256-9688
 5 Calhoun W W
 332a Brooke Robt A © 256-3130
 bx332b Erne Herbert J Jr © 256-4228
 bx333 Sloan Gordon L © 256-3703
 bx333b Grimstead Wm E © 256-2786
 bx352 Brown Isabella © 256-3677
 bx353 Stefano Joyce Mrs © 256-2624
 bx356 Smith Richd 256-4482
 bx356a Buck Myrtle
 bx357 Sikes John R © 256-2478
 359 Henderson's Body & Paint Shop 256-2140
 bx358 Sellers Elmer M © 256-4884
 bx359 Henderson Albert L © 256-2513
 bx361 Bledson Aileen E Mrs © 256-2657
 bx363 Holt Warren H © 256-2751
 bx364 Turner Annie S Mrs © 256-2119
 bx366 Ellington Melvin E © 799-2383
 PINE GROVE DR INTERSECTS
 bx234 Casteen Anna Mrs © 799-3409
 bx239a★Hodges Robt A © 791-0683
 241b Thomas J D 791-0621
 bx279b Woody R C © 791-0641
 bx286a Williams Franklin E © 791-3678
 bx288 Farrell Eleanor K 791-1945
 bx290 Reynolds W Lloyd © 791-1286
 bx307 Small Wm T © 256-3864
 317a Parrish Gilbert 791-6650
 bx327ab Merritt Bobby D © 256-3232
 bx327ac Mohr Fred A © 256-2374
 bx327d Buffaloe Wm E © 256-2672
 bx327dc Scovel Clarence A © 392-3893
 bx327dd Rosselot Gerald S © 256-4296
 bx327e Howell Robt R © 256-3401
 bx327ee Townsend Anne B Mrs © 256-2355
 bx331 Shoulars Wm A © 256-2094
 bx332 Brooks Robt 256-3596
 bx361 Eason Lindsay
 bx361a Kinlaw Gene D

GREENVILLE LOOP RD 1980

5 Doucette Richd R
bx323a Powell Frank 256-3233
bx324a Wootten W R
bx326 Lacewell Alvin C Jr © 256-2908
bx326aa Wells Paul F © 256-2481
bx327 Malpass B ©
bx327c No Return
bx327f No Return
327g Vacant
bx327h Posey Thos L © 256-3967
327g Bledson Claude C Jr 256-2657
329★Elton Melvin
329aa Denham Julius E 256-3945
bx330 Filomena Daniel J © 256-2538
bx330a Pridgen Bobby L © 256-2953
bx332 Kathy Ann Trailer Court 256-2786
★Maynard Carol A
332a Brooke Robt A © 256-3130
bx332b Erne Herbert J Jr © 256-4228
bx333 Sloan Gordan © 256-3703
bx333a★Grimstead Wm E 256-2786
bx352 Brown Isabella © 256-3677
bx333c Hamilton David M © 256-3180
bx353 Stefano Joyce Mrs © 256-2624
bx355a Godbold Wm T © 256-2963
bx356 No Return
356a★Wallace Larry
bx357 Sikes John R © 256-2478
357 Henderson Body Shop 256-2140
bx358 Sellers Elmer M © 256-4884
bx359 Henderson Albert L © 256-2513
bx360 Sneed Norman E © 256-3660
bx361 Bledson Douglas C Jr © 256-2657
bx363 Holt Warren H © 256-2751
bx364 Turner Annie S Mrs © 256-2119
365★Wennahorne Wenna 392-2137
bx366 Ellington Melvin E 799-2383
PINE GROVE DR INTERSECTS
bx226 Zip Mart 791-9845

GREENVILLE LOOP RD 1980

227 Squires Willard L
bx231e★Rosch James
bx233b No Return
bx234 Casteen Anna Mrs © 799-3409
bx238 Dortch Fredk W Jr 791-0409
bx239a Schwarzenbach Herman F © 799-4565
bx240 Richardson Francis © 791-9375
bx279b Woody R C © 791-0641
bx286a Williams Franklin E © 791-3678
bx288 Farrell Eleanor K 791-1945
bx290★Reynolds Lloyd W © 791-1286
bx307 Small Wm T 256-3864
bx317 Everett Kath © 256-2091
317a★Parrish Gilbert
bx319b James Willie A © 256-2127
bx327ab Merritt Bobby D © 256-3232
bx327ac Moore Fred
bx327d Buffaloe Wm E © 256-2672
bx327dc Scovel Clarence A © 256-2893
bx327dd Rosselot Gerald S © 256-4296
bx327e Howell Robt R © 256-3401
bx327ee Townsend Annie B Mrs © 256-2355
bx331 Shoulars Wm A © 256-2094
bx332★Brooks Robt
bx361 Eason Lindsay
bx361a Kinlaw Gene D

Attachment 4:
General Contract Example

AGREEMENT made as of the [] day of [] in the year []

BETWEEN the Architect’s client identified as the Owner:

[]
[]
[]
[]

and the Architect:

[]
[]
[]
[]

for the following Project:

[]
[]
[]

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The City's program for the Project:

§ 1.1.2 The Project's physical characteristics:

§ 1.1.3 The City's budget for the Cost of the Work, as defined in Section 6.1:

§ 1.1.4 The City's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:



.3 Substantial Completion date or dates:



.4 Other milestone dates:



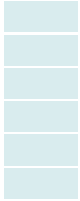
§ 1.1.5 The City intends the following procurement and delivery method for the Project:



§ 1.1.6 The City's anticipated Sustainable Objective for the Project:



§ 1.1.7 The City identifies the following representative in accordance with Section 5.3:

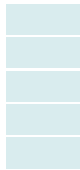


§ 1.1.8 The persons or entities, in addition to the City's representative, who are required to review the Architect's submittals to the City are as follows:

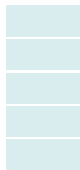


§ 1.1.9 The City shall retain the following consultants and contractors:

.1 Geotechnical Engineer:



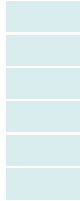
.2 Civil Engineer:



.3 Other, if any:



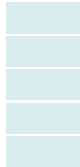
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:



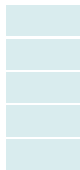
§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

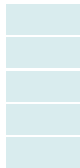
.1 Structural Engineer:



.2 Mechanical Engineer:



.3 Electrical Engineer:



§ 1.1.11.2 Consultants retained under Supplemental Services:



§ 1.1.12 Other Initial Information on which the Agreement is based:



§ 1.2 The City and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the City or the Architect shall submit a change order request form to the other party for review and approval to adjust the scope, schedule and budget as necessary.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the City's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the City shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and (\$) in the aggregate for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

1. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent Architects, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; premises owned, leased or used by the Architect; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees.
3. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
4. The Architect's Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the Architect's insurance.

5. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the Architect for the City of Wilmington.

§ 2.5.2 Architect shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Architect shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

1. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
2. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
3. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
4. Architect waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Architect pursuant to Section 11.C.1 of this agreement.
5. The Architect's Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the Architect's insurance.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits. Architect shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

1. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
2. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the Architect for the City of Wilmington

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$500,000) each accident for bodily injury, five hundred thousand dollars (\$500,000) each employee for bodily injury by disease and five hundred thousand dollars (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim. Architect shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the Architect's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Architect's services as defined in this contract. If coverage required in this Section is written on a claims-made basis, the Architect warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that

continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to the City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 2.5.9 The Architect shall provide certificates of insurance to the City that evidence compliance with the requirements in this Section 2.5.

§ 2.5.10 Additional Conditions

1. The Architect shall promptly notify the Safety & Risk Manager at (910) 341-0220 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
2. The City of Wilmington reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
3. Failure of the City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.
4. By requiring insurance herein, the City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the Architect and such coverage and limits shall not be deemed as a limitation of Architect's liability under the indemnities granted to the City of Wilmington in this contract.
5. The City of Wilmington shall have the right, but not the obligation of prohibiting Architect or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of Wilmington.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report monthly progress to the City.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the City and the City's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the City and the City's consultants. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the City's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or City. With the City's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for a City's directive or substitution, or for the City's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The City shall be copied on all correspondence with other governmental authorities and be made aware of any changes imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the City, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the City's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the City regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the City, the Architect shall prepare and present, for the City's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the City's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the City's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and other preliminary plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and project orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's program, schedule and budget for the Cost of the Work. The City may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the City an estimate of the Cost of the Work prepared in accordance with

Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the City, and request the City's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the City, advise the City of any adjustments to the estimate of the Cost of the Work, and request the City's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The City and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the City in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the City and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the City, advise the City of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the City's approval.

§ 3.5 The Architect shall assist the City in procurement phase services of the Project by:

1. Assisting with organizing and conducting a pre-bid conference for prospective bidders; and
2. Assisting with preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist with administration of the Contract between the City and the Contractor and general conditions of the Contract for Construction. The Contract for Construction shall not affect the Architect's services under this Agreement unless the City and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the City during the Construction Phase Services. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the City issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the City reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the City (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall recommend the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall make recommendations to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall recommend matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 . The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment for a period of three (3) years after the completion of the Project.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall recommend approval, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review requests for information about the Contract Documents. The Contract Documents shall set forth the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's recommendation for such requests shall be made in writing and provided to City within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents for a period of three (3) years from the date of completion of the Project.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may recommend minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect shall maintain records relative to changes in Work for a period of three (3) years from the completion of the Project.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue recommendation to the City for Certificates of Substantial Completion;
- .3 forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue recommendations for final Certificates for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 The Architect shall forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.4 Upon request of the City, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the City shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the City nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, City, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	

§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the City's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.



§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the City's responsibility is provided below.



§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the City's written authorization unless noted otherwise in Section 4.1.1:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the City, or a material change in the Project including size, quality, complexity, the City's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific

- interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the City not rendered in a timely manner or any other failure of performance on the part of the City or the City's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the City's consultants and contractors, or to other City-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the City;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 The Architect shall provide Construction Phase Services as set forth in Section 4.1.1. The Consultant shall notify the City immediately in writing should the work exceed the agreed upon scope for Construction Phase Services. The Consultant shall provide a change order for their services with an updated scope and fees to accommodate any necessary changes, to the City for consideration. No additional work shall occur until agreed upon in writing by the City:

ARTICLE 5 City'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the City shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the City's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The City shall establish the City's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the City's other costs; and, (3) reasonable contingencies related to all of these costs. The City may update the City's budget for the Project as necessary throughout the duration of the Project until final completion. If the City significantly increases or decreases the City's budget for the Cost of the Work, the City shall notify the Architect. The City and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The City shall identify a representative authorized to act on the City's behalf with respect to the Project. The City shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The City shall furnish surveys unless these are to be provided by the Architect as a supplemental service to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations when agreed upon as a supplemental service.

§ 5.6 The City shall provide the Supplemental Services designated as the City's responsibility in Section 4.1.1.

§ 5.7 The City shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the City shall furnish copies of the scope of services in the contracts between the City and the City's consultants. The City shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The City shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Architect shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.

§ 5.10 The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The City shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The City shall promptly notify the Architect of the substance of any direct communications between the City and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the City shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The City shall provide the Architect a copy of the executed agreement between the City and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The City shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within thirty (30) days after receipt of a written request from the Architect, the City shall furnish the requested information as necessary and relevant for the Architect to evaluate lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the City to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the City. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the City.

§ 6.2 The City's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the City's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the City's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the City requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the City's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the City to adjust the Project's size, quality, or budget for the Cost of the Work,

§ 6.5 If the City chooses to proceed the Architect shall modify the Construction Documents as necessary to comply with the City's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted. If the City requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the City's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the City shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. All additional compensation shall be agreed upon in advance and in writing of any work occurring.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the City warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright City of such information or has permission from the copyright City to transmit such information for its use on the Project.

§ 7.2 The Architect agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the City, and the Architect shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the Architect shall deliver to the City all records, notes, memorandum, data, documents or any other materials received or obtained from the City in connection with services rendered pursuant to this Agreement. City.

§ 7.3 The Architect grants to the City a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, subject to the provisions of Section 7.2 and provided that the City substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the City to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the City's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the City's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The City and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The City and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The City and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

If the City and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Release and Indemnity. To the fullest extent permitted by law, Architect shall release, indemnify, keep and save harmless the City, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the City or third persons, and to all property proximately caused by, directly or indirectly, any negligent, reckless, or intentional act or omission of Architect (or by any subcontractor, agent,

employee, or other person or entity for which the Architect is liable or responsible). Upon a finding of fault that the damage or injury alleged was proximately caused by the Architect as described above, the provisions of this Section shall include any claims for equitable relief or for damages against the City, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials, and employees, in connection with investigating and defending any action, and shall also include reasonable attorneys' fees. Architect expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the Architect shall in no way limit Architect's responsibility to release, indemnify, keep and save harmless the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

§ 8.4 City Not Liable For Special or Consequential Damages. The City shall not be liable to the Architect, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Contract.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the City fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the City before suspending services. In the event of a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the City shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the City suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the City suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The City may terminate this Agreement upon not less than seven days' written notice to the Architect for the City's convenience and without cause.

§ 9.6 If the City terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the City shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 Termination for Cause: City shall have the right to terminate this Agreement because of the failure of the

Contractor to fulfill its obligations under the Agreement by giving fifteen (15) days' written notice to Contractor. The Notice of Termination shall specify the nature, extent, and effective date of the termination.

§ 9.8.1 Breach of Contract Rights and Remedies. All contracts in excess of \$100,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier. For purposes of this Agreement, breach shall include the Architect and any subsequent named subcontractor.

§ 9.8.2 Rights and Remedies of the City - The City shall have the following rights in the event that it deems the Architect guilty of a breach of any term under the Agreement.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Architect, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

§ 9.8.3 Rights and Remedies of the Architect - Inasmuch as the Architect can be adequately compensated by money damages for any breach of this Agreement, which may be committed by the City, the Architect expressly agrees that no default, act or omission of the City shall constitute a material breach of this Agreement, entitling Architect to cancel or rescind the Agreement (unless the City directs Architect to do so) or to suspend or abandon performance.

§ 9.8.4 Remedies - Substantial failure of the Architect to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Architect recognizes that in the event of a breach of this Agreement by the Architect before the City takes action contemplated herein, the City will provide the Architect with written notice that the City considers that such a breach has occurred and will provide the Architect twenty (20) days from the receipt of said notice to respond and corrective action must begin within thirty days (30) of receipt of the written notice from the City. The Architect shall be given a reasonable period of time to complete any corrective action according to industry standards.

- a. Substantial failure shall be defined as:
 - i. Failure to perform duties that cause injury or harm, interferes with the rights of the parties, defeats the purpose or benefit of the contract, or threatens health or safety; or
 - ii. A material breach that defeats the benefit of the contract; or
 - iii. A willful, intentional or reckless failure to meet the obligations of the contract; or
 - iv. A violation of essential terms of the contract; or
 - v. Failure to use required materials or specifications of the contract; or
 - vi. Failure to complete the terms of the contract in a timely manner; or
 - vii. Failure to maintain the required insurance; or
 - viii. Failure to comply with industry standard of care or workmanship

§ 9.9 The City's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of North Carolina, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 The City and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the City nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.3 If the City requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the City requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the City or Architect.

§ 10.5 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Architect in the City's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the City terminates this Agreement for cause pursuant to Section 9.4.

§ 10.7 Public Records. Architect acknowledges that the City is a public entity, subject to North Carolina's public records laws (N.C.G.S. §132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If Architect believes documents related to the Agreement contain trade secrets or other proprietary data, Architect must notify the City and include with the notification a statement that explains and supports Architect's claim. Architect also must specifically identify the trade secrets or other proprietary data that Architect believes should remain confidential.

In the event the City determines it is legally required to disclose pursuant to law any documents or information Architect deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Architect with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so Architect may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Architect to seek court ordered protection or other legal remedies as deemed appropriate by Architect. If Architect does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Architect.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the Architect will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that he/she/it is a separate and independent enterprise from the City; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

§ 10.10 Other Laws and Regulations. Architect will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Architect will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. Architect specifically acknowledges and agrees that Architect, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Architect shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C.G.S. § 132-1.10 and §75-65.

§ 10.11 Non-Discrimination. Architect will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Architect will comply with all provisions of Executive Order No. 14173, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at City's option, in a termination or suspension of this agreement in whole or in part.

§ 10.12 No Publicity. No advertising, sales promotion or other materials of the Architect or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that the Architect may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

§ 10.13 No Assignment. No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

§ 10.14 Conflict of Interest. No paid employee of the City shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

§ 10.15 Non-Waiver of Rights. It is agreed that the City's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any

performance during such breach, shall not constitute a waiver of any rights under this Agreement.

§ 10.16 Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. Architect acknowledges that City reserves all immunities, defenses, rights or actions arising out of City’s sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of City’s entry into this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the City shall compensate the Architect as follows:

- .1

Stipulated Sum
(Insert amount)
- .2

Percentage Basis
(Insert percentage value)

() % of the City’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3

Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1, the City shall compensate the Architect as follows:

§ 11.3 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each completed phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)

Total Basic Compensation

one hundred percent (100.00 %)

§ 11.4 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the City's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the City's budget for the Cost of the Work.

§ 11.4.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.5 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

§ 11.6 The costs for services shall include all of Architect's expenses. No additional compensation shall be provided to Architect unless agreed upon in writing by the City prior to the performance of services.

Employee or Category

Rate (\$0.00)

§ 11.9 Payments to the Architect

§ 11.9.1 Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services shall be made upon submission of invoices for services performed. Payments are due and payable within thirty (30) days of receipt of Architect's invoice. The Architect shall submit invoices for services performed in a reasonable timeframe.

§ 11.9.1.2 The City shall withhold any disputed amounts from the Architect's compensation until such time that Architect has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10 **Non-Appropriation.** In the event no City funds or insufficient City funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the City will immediately notify Architect of such occurrence and this Agreement shall create no further obligation of the City as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:

.2 Other documents:

This Agreement entered into as of the day and year first written above.

City *(Signature)*

(Printed name and title)

Architect *(Signature)*

(Printed name, title, and license number, if required)