

RESOLUTION NO. 30099

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR ACCEPTANCE INTO THE BROWNFIELD VOLUNTARY PROGRAM FOR THE "OLD LUPTON CITY MILL" SITE AND, IF APPROVED, TO EXECUTE THE BROWNFIELD VOLUNTARY AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, AS OUTLINED IN THE AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to apply for acceptance into the Brownfield Voluntary Program for the "Old Lupton City Mill" site and, if approved, to execute the Brownfield Voluntary Agreement, in substantially the form attached, with the Tennessee Department of Environment and Conservation, as outlined in the agreement.

ADOPTED: October 8, 2019

/mem

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF REMEDIATION
BROWNFIELD VOLUNTARY AGREEMENT

RE: OLD LUPTON CITY MILL

SITE NUMBER: 33-764

INTRODUCTION

This Brownfield Voluntary Agreement (hereinafter "AGREEMENT") is made and entered into as of the last date of execution shown herein below by and between the Tennessee Department of Environment and Conservation (hereinafter "Department"), and the City of Chattanooga, a municipality organized under and existing pursuant to the laws of the State of Tennessee (hereinafter "Voluntary Party") for the purpose of addressing the above-referenced site (hereinafter "Site"), which has the real or perceived threat of the presence on the Site of hazardous substances, solid waste, or any other pollutant.

David W. Salyers, P.E., is the duly appointed Commissioner of the Department. James S. Sanders, Director of the Department's Division of Remediation, has been delegated the authority to enter into this Agreement.

Pursuant to Tennessee Code Annotated § 68-212-224, the Commissioner is authorized to enter into an Agreement with a party who is willing and able to conduct an investigation and remediation of a hazardous substance site or Brownfield Project and who did not generate, transport or release the contamination that is to be addressed at the Site.

REQUIREMENTS

A. SITE LOCATION

The Site is an approximately 11.86 acre tract of land located at 1210 Mercer Street, Chattanooga, Hamilton County, Tennessee (Tax Map ID: 118E E006.03).

A legal description of the Site is attached as Exhibit A, which is incorporated herein by reference.

B. ELIGIBILITY

As required by T.C.A. § 68-212-224(a)(3), a summary description of all known existing environmental investigations, studies, reports or documents concerning the Site's environmental condition has been submitted to the Department by the Voluntary Party (a copy of the Summary is attached hereto as Exhibit B). On the date of entering into this AGREEMENT, the Department has determined that the Site is not listed or been proposed for listing on the federal National Priorities List by the United States Environmental Protection Agency (EPA). By entering into this AGREEMENT, the Voluntary Party certifies to the best of the Voluntary Party's knowledge that the Voluntary Party did not generate, transport or release contamination that is to be addressed at this site.

C. FINANCIAL REQUIREMENTS

Tennessee Code Annotated § 68-212-224(b) requires consideration of a fee to enroll in the Voluntary Cleanup Oversight and Assistance Program. Since the Voluntary Party did not generate, transport, or release contamination that is to be addressed at the site and will be serving the public welfare by developing a property that is abandoned or underutilized, the Commissioner hereby waives the participation fee and any other associated fees.

D. IDENTIFICATION AND DOCUMENTATION OF CLEANUP

Based on the information submitted to the Department by or on behalf of the Voluntary Party, and the Department's own review and investigation of the Site, the Parties hereto agree that the following environmental conditions are to be addressed under this AGREEMENT:

This information primarily is based on the following documents (previously submitted to the Department):

- *Report of Phase I Environmental Site Assessment, Former R.L Stowe Mill, 1201 Mercer Street, Chattanooga, Hamilton County, Tennessee, S&ME Project No. 1811-12-062, dated April 13, 2012.*

- *Limited Phase II Environmental Site Assessment for 1210 Mercer Street, Chattanooga, Hamilton County, Tennessee*, prepared by GEOServices, LLC, and dated April 14, 2014.
- *EPA PCB Inspection Report, Lupton City, LLC- the former R.L. Stowe Mill facility*, performed by the United States Environmental Protection Agency, Region 4, dated April 17, 2015.
- *Removal Site Evaluation, Lupton City PCB Site, Lupton City, Hamilton County, TN*, prepared by United States Environmental Protection Agency, Region IV, dated April 11, 2016.
- *Report of Limited Soil Gas Assessment, Former Dixie Yarns-Lupton City (SRS# 33-739), 1210 Mercer Street, Chattanooga, Tennessee*, S&ME Project No. 4181-17-034, dated August 10, 2017.

Each of these reports also reference numerous documents within the files of the Department, and such information regarding environmental conditions is also incorporated herein by reference.

Soil

Prior assessments have identified Extractable Petroleum Hydrocarbons (EPHs) and Polycyclic Aromatic Hydrocarbons (PAHs) above corresponding comparison criteria in soil across the site. Generally the PAHs and EPH exceedances were identified in deeper soil (four to 14 feet) in samples collected from borings located in the eastern region of the site and in shallow or near surface soils in samples collected from borings located on the western region of the site. Based on information presented in the 2014 Limited Phase II and information provided by TDEC-Division of Remediation, elevated PAHs and EPH on the western side of the site is believed to be attributed to an oily material that was related to the flooring which had impacted near surface soils. Limited test pitting activities conducted by the City of Chattanooga did not identify stained soil below a depth of about 6 inches below the flooring. PCB 1254 was identified in one soil boring location in the north-central portion of the site at a concentration of 2.1 milligrams per kilogram (mg/kg). The detected alachlor appears consistent with EPA documentation associated with past onsite PCB-containing transformers.

Groundwater

Onsite and offsite groundwater impact from tetrachloroethylene and trichloroethylene was identified at the Site in excess of Preliminary Remediation Goals (PRGs) during a prior

assessment and subsequent groundwater monitoring events. The highest concentrations have been noted in well locations RLS-1 and RLS-5, located south of the former manufacturing portion of the mill and at an offsite adjoining well location BC-3, at the neighboring Lupton City Golf Course. Currently, concentrations are detectable but below the corresponding risk-based thresholds. Onsite and offsite monitoring wells are being formally abandoned by the responsible party.

Soil Gas

A limited soil gas assessment, performed in 2017, identified concentrations of benzene, chloroform, naphthalene, and tetrachloroethylene exceeding the corresponding target soil gas concentrations under a residential land use scenario. In the case of naphthalene, the detected concentration at SG-6 also exceeded the target commercial thresholds.

The Voluntary Party is proposing to redevelop the Site as an open greenspace. Pursuant to this AGREEMENT, the Voluntary Party is not being required to fully remediate the pre-existing impacts noted above, but is required to take certain actions specified in this AGREEMENT to ensure that the identified environmental impacts do not pose a threat to human health or the environment during and after completion of the redevelopment.

Real or perceived hazardous substances, solid wastes or other pollutants are determined to be present on this site to an extent that may or may not have yet been fully characterized. As the current owner or operator, or upon becoming an owner or operator of the Site, the Voluntary Party may occupy the status of a “liable party” pursuant to the definition of that term contained in T.C.A. § 68-212-202(4). Liability may be apportioned pursuant to factors in T.C.A. § 68-212-207 as well as other equitable factors. The Commissioner is authorized to determine an apportionment of liability within this Agreement as authorized by T.C.A. § 68-212-224.

E. AGREED LIABILITY RELIEF

Tennessee Code Annotated T.C.A. § 68-212-224(a)(5) provides that the Commissioner is authorized to limit the liability of a participant in a voluntary agreement or consent order entered into pursuant to Tennessee Code Annotated § 68-212-224. Such voluntary agreement or consent

order may limit the liability of such participant to the obligations set forth therein and exempt the participant from any further liability under any statute administered by the Department for investigation, remediation, monitoring, and/or maintenance of contamination identified and addressed in the voluntary agreement or consent order (collectively referred to as the “*Matters Addressed in this Agreement*”). The Commissioner may extend this liability protection to successors in interest or in title to the participant, contractors conducting response actions at the Site, developers, future owners, tenants, and lenders, fiduciaries or insurers (collectively “Successor Parties”).

The Commissioner agrees that the Voluntary Party’s implementation of the actions agreed upon in Section H will constitute satisfaction of the apportioned liability of the Voluntary Party under all environmental statutes administered by the Department for the contamination identified in Section D of this AGREEMENT. The Voluntary Party and Successor Party, however, remain potentially responsible for any release of hazardous substances or other pollutants that occurs at the Site while it owns or operates the Site or for contamination not identified and addressed in this AGREEMENT.

In accordance with the above referenced authority, the Department agrees that other than with respect to the obligations set forth in this AGREEMENT and implementation of the actions agreed upon in Section H, the Voluntary Party and Successor Parties shall bear no liability to the State of Tennessee under any statute administered by the Department for investigation, remediation, monitoring, treatment, and/or maintenance of contamination identified in and addressed in Section D of this AGREEMENT (collectively referred to as the “*Matters Addressed in this Agreement*”); provided, however, that to the extent that the Voluntary Party or Successor Parties has or maintains an interest in the Site, or possesses and/or controls all or a portion of the Site, its liability protections hereunder are contingent upon its continued adherence and enforcement of any land use restrictions imposed pursuant to or as a result of this AGREEMENT. Nothing in this AGREEMENT shall be construed as limiting the liability or potential liability of the Voluntary Party for contamination occurring after the effective date of this AGREEMENT or for contamination not identified and addressed in this AGREEMENT. This liability protection and all other benefits conferred by this AGREEMENT are extended to

all future Successor Parties conditioned upon performance of the obligations contained in this AGREEMENT and compliance with the Land Use Restrictions (hereinafter defined); provided, that such liability protection to other persons does not apply to liability to the extent that such liability arose prior to the effective date of this AGREEMENT. For avoidance of doubt, a breach of this AGREEMENT by a successor in interest or title will not alter the liability protection provided to a predecessor in interest or title.

F. ADMINISTRATIVE SETTLEMENT; THIRD PARTY LIABILITY

This AGREEMENT also constitutes an administrative settlement for purposes of Section 113(f) of CERCLA, 42 U.S.C. §9613(f), pursuant to which the Voluntary Party and Successor Parties (as hereinafter defined) have, as of the effective date of this AGREEMENT, resolved their liability to the State of Tennessee for *Matters Addressed in this Agreement*.

Tennessee Code Annotated § 68-212-224(a)(6), subject to the notice requirements provided therein, provides that this AGREEMENT also constitutes an administrative settlement for purposes of Section 113(f) of CERCLA, 42 U.S.C. §9613(f) for inactive hazardous substance sites. Voluntary Party and Successor Parties have, as of the effective date of this AGREEMENT, resolved their liability to the State of Tennessee for *Matters Addressed in this Agreement*.

The Voluntary Party shall not be liable to third parties for contribution regarding *Matters addressed in this AGREEMENT*; provided that, the Voluntary Party gave the third party actual or constructive notice of this AGREEMENT, and the third party was given an actual or constructive opportunity to comment upon this AGREEMENT. The Voluntary Party has demonstrated to the Department that constructive notice was accomplished by publishing a summary of this AGREEMENT in the *Chattanooga Times Free Press* at least thirty (30) days prior to the Effective Date of this AGREEMENT (Exhibit C). The Voluntary Party has demonstrated to the Department that actual notice was accomplished by providing copies of certified letters summarizing this AGREEMENT that were sent to adjacent landowners and governments having jurisdiction over the property. Nothing in this Agreement shall impair the rights of third parties with respect to tort liability claims for damage to person or property arising from the contamination addressed by the voluntary agreement.

G AGREED ACTIONS TO BE TAKEN.

The Voluntary Party agrees to conduct the following activities in order to address remedial action(s) recommended, including any monitoring and/or maintenance, pursuant to Section G of this Agreement. The Voluntary Party shall conduct all activities required by this Agreement in accordance with all applicable work plans, as approved by TDEC, all applicable laws and regulations, and any appropriate guidance documents. The Department has determined that the actions in this Agreement constitute "reasonable steps" with respect to Matters Addressed in This Agreement.

The Voluntary Party agrees as specified below to conduct the following activities:

1. The Voluntary Party shall record the Notice of Land Use Restrictions ("NLUR") attached hereto as Exhibit E within thirty (30) days of taking title to the Site, or the effective date of this Agreement, whichever occurs later. Upon recording, a copy of the NLUR shall be mailed to all local governments having jurisdiction over any part of the subject property. Additionally, a copy of the recorded NLUR shall be provided to the Department. Any party receiving liability protection under this Agreement that seeks approval for restricted uses or seeks to cancel or make a restriction less stringent shall be responsible for any costs incurred by the Department in the review and oversight of work associated with the restriction modification.

The Voluntary Party agrees to prepare a Soil Management Plan for the Department's approval. The Soil Management Plan shall at minimum include:

- a. Identification of areas where impacted soil or other material (i.e. building debris) is believed to remain at the Site, the constituents of concern in such areas, and a brief summary of prior investigations and remedial activities at the Site.
- b. A requirement to develop and implement a Health & Safety Plan prior to Site redevelopment activities that is designed to ensure Site worker

safety during Site redevelopment activities in the event that impacted soil is encountered.

- c. Procedures for onsite handling and management of excavated soils and other material during Site redevelopment activities including without limitation, demolition of structures, and installation of subsurface utilities. The entire Site shall be deemed an “area of contamination” to enable onsite handling and management of soils and other material in connection with redevelopment activities.
- d. Procedures that comply with federal, state and local laws, regulations and ordinances for the characterization, manifesting and proper offsite disposal of soils or other material in the event that such soils or materials are to be removed from the Site as part of redevelopment activities.
- e. A provision requiring the Voluntary Party or Successor Party to submit to the Department a written report upon completion of redevelopment activities that includes, without limitation, as-built drawings, details of any capping, and waste manifests for offsite disposal, if any.

- 2. The Site will be restricted to use as an “open green space”; it is contemplated that public restrooms and/or open air pavilions may be constructed. Construction of any building type will require assessment of potential vapor intrusion conditions. If vapor intrusion conditions are identified in such cases, an approved vapor mitigation strategy will be implemented by the Voluntary Party or its successors.

Upon completion of the work, the Voluntary Party agrees to submit to the Department any “as-built” drawings or reports applicable to the work completed subject to this AGREEMENT.

- 3. Upon completion of all tasks set forth in this AGREEMENT, the Department shall issue to the Voluntary Party a letter stating the requirements of this AGREEMENT have been fulfilled and no further action is required of the Voluntary Party concerning contamination identified and addressed in this

AGREEMENT. Upon the request of the Voluntary Party from time to time, the Department shall issue an interim status letter identifying what specific obligations remain to achieve completion of the work under this AGREEMENT. Issuance of a no further action letter shall not relieve the Voluntary Party of any responsibilities for operation and maintenance activities or continued adherence to and enforcement of land use restrictions, if any, pursuant to Tennessee Code Annotated § 68-212-225. The Department reserves the right to require additional action for contamination caused by the Voluntary Party occurring after the date of this AGREEMENT or for contamination not identified or addressed under this AGREEMENT, if any.

H. ADDITIONAL REQUIREMENTS

1. The Voluntary Party may request a time extension for any deadline included in this AGREEMENT prior to the deadline. The time extension may be granted through mutual consent for good cause shown.
2. The Voluntary or any Successor Party agrees not to disturb, move or remove any areas of hazardous substances, solid waste or other pollutant(s) that are subject to liability protection under this AGREEMENT without written approval by the Department unless the activities are being conducted under the terms and conditions of this AGREEMENT or necessitated by the normal day-to-day activities of any on-going business.
3. The Voluntary Party or any Successor Party shall be responsible for the following obligations during periods when it owns the Site:
 - (a) Comply with land use restrictions.
 - (b) Do not impede effectiveness or integrity of any engineering and/or institutional controls present.
 - (c) Take “reasonable steps” to stop on-going releases.
 - (d) Prevent or limit human and environmental exposure to any previous releases.
 - (e) Provide cooperation, assistance, and access.

- (f) Comply with information requests and subpoenas relative environmental conditions at the property.
- (g) Whether or not permits are required for onsite cleanup activities, such activities shall meet with the standards that would apply if such permits were required.

4. The Department acknowledges that the Voluntary Party itself may conduct redevelopment activities at the Site in addition to preparing the Site for development for Successor Parties, and enters into this AGREEMENT in order to facilitate Voluntary Party's development of the Site or Successor Parties' development of the Site as herein agreed by the Voluntary Party. The Department further acknowledges that Voluntary Party and more than one Successor Party may develop different portions of the Site. Accordingly, Voluntary Party and one or more Successors Parties may assume obligations and liability protections provided under this Agreement upon such Successor Parties' acquisition of property interests in the Site. The Voluntary Party or any Successor Party that transfers its interest at the Site shall be relieved of any further obligations under this Agreement.

I. SITE ACCESS

During the effective period of this AGREEMENT, and until certification by the Department of completion of all activities under this AGREEMENT, the Department and its representatives or designees shall have access during normal business hours to the Site. Nothing herein shall limit or otherwise affect the Department's right of entry, pursuant to any applicable statute, regulation or permit. The Department and its representative shall comply with all reasonable health and safety plans published by the Voluntary Party or its contractor and used by Site personnel for the purpose of protecting life and property.

J. SUBMISSION OF INFORMATION, REPORTS, OR STUDIES

Any information, reports, or studies, submitted under the terms of this AGREEMENT shall contain the following notarized statement:

“I certify under penalty of law, including but not limited to penalties for perjury, that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 3916-702(a)(4), this declaration is made under penalty of perjury.”

K. RESERVATION OF RIGHTS

1. This Agreement shall not be construed as waiving any right or authority available to the Commissioner to assess responsible parties other than the Voluntary Party or Successor Parties for liability for civil penalties or damages incurred by the State, including any natural resource damage claims which the Department or the State of Tennessee may have under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other statute, rule, regulation, or common law.
2. Nothing in this Agreement shall be construed as limiting or waiving any right or authority available to the Commissioner to require a liable party to address contamination occurring after the effective date of this Agreement or for environmental conditions other than Matters Addressed in this Agreement.
3. Nothing in this Agreement shall be interpreted as limiting the Voluntary Party's right to preserve the confidentiality of attorney work product or client-attorney communication. Tennessee Code Annotated § 68-212-202 *et seq.* contains no provisions for confidentiality or proprietary information. Therefore, records, reports, test results, or other information submitted to the Department under this Agreement shall be subject to public review. Any and all records, reports, test results or other information relating to a hazardous substance site or the possible hazardous substance at the Site submitted under this Agreement may be used by the Department for all purposes set forth in Tennessee Code Annotated § 68-212-201 *et seq.*

4. Any Voluntary Party or any of their Successor Parties may terminate this Agreement as it pertains to such terminating party at any time upon written notice to the Department during the time period that such party owns the Site and/or conducts operations at the Site. Upon such termination, the terminating party shall have no further obligations hereunder other than payment of outstanding oversight costs, if any, accrued to the date of notice of termination and adherence to any notice of land use controls filed under Tennessee Code Annotated § 68-212-225; provided, that all parties to this Agreement shall have and retain all authority, rights, and defenses as if this Agreement had never existed.
5. The Department may terminate this Agreement by written notice to the Voluntary Party in the event that the Department receives timely comments from third-party contribution claim holders pursuant to the notice sent under Section F of this Agreement, if any, and such comments disclose facts or considerations that indicate that the allocation of liability of the Voluntary Party under this Agreement is inappropriate, improper, or inadequate; provided, however, absent fraud or intentional misconduct, that in such event the Voluntary Party may elect to waive the protections set forth in Section F hereunder and in such event this Agreement shall not be terminated, but rather the remainder of the terms and conditions of this Agreement shall continue to be in full force and effect and without termination. The Department's notice of termination must be made within thirty (30) days of the end of the 30-day notice period required by Section F. The Voluntary Party's waiver notice must be made within fifteen (15) days after receipt of the Department's termination notice.
6. In the event a Voluntary Party or Successor Party does not fulfill all the requirements established in this Agreement, the Commissioner may seek to enforce the Agreement through any legal remedy.

7. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

8. Nothing in this Agreement shall be interpreted as limiting the liability for the improper management and/or disposal of contaminated material removed from the Site.

The individual(s) signing below on behalf of the Voluntary Party **represents that he/she has the authority** of entering into a binding AGREEMENT on behalf of the Voluntary Party. By entering into this AGREEMENT, the individual certifies that the Voluntary Party did not generate or did not cause to generate, transport or release contamination that is to be addressed at this site.

The Effective Date of this Agreement is the thirtieth (30th) day after the publication of the notice described in Section F of this Agreement.

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

_____ Date James S. Sanders
 _____ Director
 _____ Division of Remediation

CITY OF CHATTANOOGA

_____ By: _____
 Date

 Printed Name

 Title

EXHIBIT A
TO BROWNFIELD AGREEMENT

LEGAL DESCRIPTION

PARCEL NO. 118E E006.03

AS FOUND IN DEED BOOK 9619, PAGE 558

All that certain piece, parcel or tract of land situate, lying, and being located in the City of Chattanooga, Hamilton County, State of Tennessee, known as Tract 1, as shown on a plat entitled "Dixie Group, Inc.", dated June 11, 1999, prepared by Betts Engineering Associates, Inc., and also designated as Tract 1, containing 11.860 acres, as shown on a plat entitled "ALTA/ACSM Land Title Survey for AIC Ventures, 2 Mercer Street", dated March 12, 2005, prepared by Barrett Surveying Group (R. Scott Barrett, PLA, TN Registration No. 2473), and according to said plat having the followings metes and bounds to wit:

Beginning at iron pin found 5/8-inch rebar (Labeled as P.O.B.) located on the northern right-of-way of Southern Railway and the eastern right-of-way of Lupton Drive, thence running along the eastern right-of-way Lupton Drive N 22°24'51" E 244.27 feet to an iron pin 5/8-inch rebar capped; thence along a curve to the right, having an arc length of 42.95 feet, a radius of 81.96 feet, a chord bearing and distance of N 37°24'47" E 42.46 feet to a "X" found in concrete curb; thence N 52°27'17" E 1173.41 feet to a pk nail found; thence along a curve to the right, having an arc length of 89.62 feet, a radius of 75.00 feet, a chord bearing and distance of N 86°41'56" E 84.39 feet to an iron pin found 5/8-inch rebar capped, located on the southern right-of-way of Dixie Circle; thence running along the southern right-of-way of Dixie Circle S 58°57'33" E 29.34 feet to an iron pin found 5/8-inch rebar capped; thence S 67°57'50" E 74.63 feet to an iron pin found 5/8-inch rebar capped; thence S 87°59'54" E 86.19 feet to a pk nail found; thence N 68°33'31" E 71.69 feet to an iron pin found 5/8-inch rebar capped; thence N 49°38'51" E 30.35 feet to an iron pin found 1-inch open top pipe, located at the common corner of N/F Wayne & Brenda Allison property (DB 2550-944); thence leaving the southern right-of-way of Dixie Circle, turning and running along the common line of N/F Wayne & Brenda Allison property South 41°36'06" E 53.30 feet to a point, located on the northwestern right-of-way of Arkwright Street, said point being the corner of Arkwright Street; thence along the right-of-way of Arkwright Street S 45°32'27" E 40.00 feet to iron pin found 5/8-inch rebar capped, located on the southeastern right-of-way of Arkwright Street, said iron pin being the corner of the Arkwright Street; thence running along the southeastern right-of-way of Arkwright Street N 44°27'37" E 25.11 feet to an iron pin found 5/8-inch rebar capped; then N 41°22'32" E 93.62 feet to an iron pin found 5/8-inch rebar capped, located at the common corner of N/F Bluecross Blueshield of Tennessee, Inc. property; thence leaving the southeastern right-of-way of Arkwright Street, turning and running along the common line of N/F Bluecross Blueshield of Tennessee, Inc. property S 45°29'29" E 409.94 feet to an iron pin found 5/8-inch rebar capped, located on the northern right-of-way on Southern Railway; thence turning and running along the northern right-of-way of Southern Railway S 79°35'23" W 634.27 feet to an iron pin found 5/8-inch rebar capped; thence running along a curve to the left, having an arc length of 100.22 feet, a radius of 1473.23 feet, a chord bearing and distance of S 77°35'07" W 100.20 feet to a point; thence S 53°12'19" W 15.88 feet to a point; thence N 36°49'51" W 6.47 feet to a point; thence along a curve to the left, having an arc length of 450.62 feet, a radius of 1473.23 feet, a chord bearing and distance of S 66°16'23" W 448.86 feet to a point in concrete; thence S 57°29'22" W 561.29 feet to an iron pin found 5/8-inch rebar capped; thence along a curve to the right, having an arc length of 235.97 feet, a radius of 666.48 feet, a chord bearing and distance of S 67°37'56" W 234.74 feet to an iron found 5/8-inch rebar, the point of beginning.

Together with the applicable rights and benefits in and to the southern one-half (1/2) of Lupton Drive, abandoned, conveyed pursuant to Ordinance No. 10883 of the City Of Chattanooga.

EXHIBIT B
TO BROWNFIELD AGREEMENT

SUMMARY OF TECHNICAL REPORTS FOR THE SITE

The following summary is a listing of technical reports for environmental investigations and assessments for the Site that are in the possession of the Voluntary Party. This summary is intended to fulfill the statutory disclosure requirements associated with the Brownfield agreement application process. All reports listed below are on file at TDEC.

I. *Report of Phase I Environmental Site Assessment, Former R.L. Stowe Mill, 1201 Mercer Street, Chattanooga, Hamilton County, Tennessee, S&ME Project No. 1811-12-062, dated April 13, 2012.*

II. *Limited Phase II Environmental Site Assessment for 1210 Mercer Street, Chattanooga, Hamilton County, Tennessee, prepared by GEOservices, LLC, and dated April 14, 2014.*

III. *EPA PCB Inspection Report, Lupton City, LLC- the former R.L. Stowe Mill facility, performed by the United States Environmental Protection Agency, Region 4, dated April 12, 2015.*

IV. *Removal Site Evaluation, Lupton City PCB Site, Lupton City, Hamilton County, TN, prepared by United States Environmental Protection Agency, Region IV, dated April 11, 2016.*

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