

STAINBACK, SATTERWHITE & ZOLLIFFER, PLLC

Attorneys at Law

115 NORTH GARNETT STREET

P.O. BOX 1820

HENDERSON, NORTH CAROLINA 27536

PAUL J. STAINBACK  
MICHAEL E. SATTERWHITE  
JOHN H. ZOLLIFFER, JR.

TELEPHONE  
(252) 438-4136  
TELECOPIER  
(252) 438-6044

February 7, 2014

Mr. Tony Duque  
Brownfields Project Manager  
Superfund Branch, Division of Waste Management  
NCDENR  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646



Re: Thomas H. Howell  
Brownfields Project #: 06015-02-91  
Burkhart Carolina  
1703 Dabney Drive  
Henderson, Vance County

Dear Mr. Duque:

Thomas H. Howell purchased the car wash located on Exchange Street here in Henderson from Dabney Exchange Car Wash, LLC and enclosed herewith is a copy of the recorded deed to Mr. Howell which identifies the property as Brownfields property.

By copy of this letter to David Peacock, we are submitting Mr. Howell's Land Use Restrictions Update as we understand this is due annually in February.

If you have any further questions regarding this matter, please do not hesitate to contact us.

Sincerely,

STAINBACK, SATTERWHITE,  
BURNETTE & ZOLLIFFER, PLLC

A handwritten signature in black ink, appearing to read "John H. Zollicoffer, Jr.".

John H. Zollicoffer, Jr.

JHZ, JR./ka

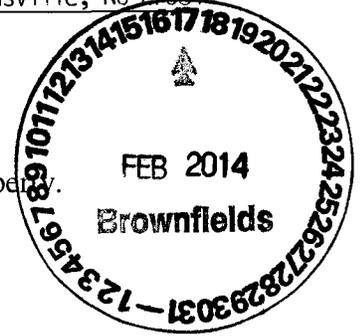
cc: Mr. David Peacock  
Mr. Thomas H. Howell

**Brownfields Project #:** 06015-02-91

**Brownfields Property:** Burkhart Carolina, 1703 Dabney Drive

**Property Owner (In whole or part):** Thomas H. Howell, PO Box 178, Townsville, NC 27584

**LAND USE RESTRICTIONS ("LUR") UPDATE**



LUR 1: No water supply wells may be installed or used at the Property.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 2: No mining activities may be conducted on the Property.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 3: No activities likely, as determined by the Department of Environment and Natural Resources ("DENR") in its sole discretion, to result in direct exposure to or removal of groundwater in the area of VOC-contaminated soil (including, but not limited to, excavation), may be conducted on the Property without prior sampling and analysis of groundwater in the area where such activities are to be conducted, submittal to DENR or its successor in function of the analytical results along with, if DENR so requires, plans and procedures to protect public health and the environment during those activities, and a written determination by DENR or its successor in function that those activities will not pose a threat to public health or the environment.

In compliance  Out of compliance

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 4: No basements may be constructed at the Property.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 5: No fountains, ponds, lakes, swimming pools or other items which are supplied, in whole or in part, by groundwater may be constructed on the Property.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 6: No chlorinated solvents, including but not limited to those listed in the tables in paragraphs (2)a. and (2)b. of the Notice of Brownfields Property ("Notice"), may be used, warehoused, or otherwise stored at the Property, except for those used in de minimis amounts for cleaning and for other routine housekeeping activities incidental to the uses of the Property approved in the Brownfields Agreement ("Agreement"), or offered for retail sale in household quantities by lessees, sublessees, assignees, and transferees in the normal course of their businesses.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 7: Within thirty (30) days of each anniversary of the effective date of the Agreement, the owner of each portion of the Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice remains recorded at the Vance County Register of Deeds office, and that the land use restrictions herein are being complied with. The Land Use Restrictions Update shall also describe land uses and development activities that have occurred on the Property during the reporting period and that it is anticipated will occur on parcels adjacent to the Property, and shall contain a

certification that any building foundations and parking and driveway surfaces constructed on the Property are continuing to function as caps and are being properly maintained.

In compliance   X   Out of compliance     

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notarized signing and submittal of this Land Use Restriction Update constitutes certification that the Notice remains recorded at the Vance County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by   Thomas H. Howell  ,  
owner of at least part of the Brownfields Property.

Name typed or printed of party making certification:   Thomas H. Howell  

In the case of owners that are entities:

Signature of individual signing: \_\_\_\_\_  
Name typed or printed: \_\_\_\_\_  
Title: \_\_\_\_\_

In the case of all owners:

Date:   February 6, 2014

[use for individuals]

[Name of Owner]

By: Thomas Howell

Name typed or printed: Thomas H. Howell

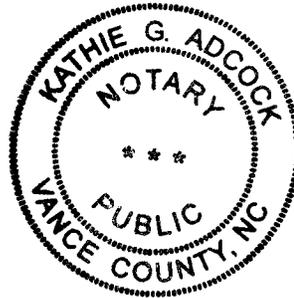
NORTH CAROLINA  
VANCE COUNTY

I, Kathie G. Adcock, a Notary Public of the county and state aforesaid, certify that Thomas H. Howell personally came before me this day, demonstrated her/his identity, and signed the foregoing Land Use Restriction Update.

WITNESS my hand and official stamp or seal, this 6th day of February, 2014.

Kathie G. Adcock  
Name typed or printed: Kathie G. Adcock  
Notary Public

My Commission expires: May 13, 2015



[Stamp/Seal]

This certifies that there are no delinquent ad valorem real estate taxes, which the Vance County Tax Collector is charged with collecting, that are a lien on:

Pin Number: 12-1-47  
This is not a certification that this Vance County Tax Department Pin Number matches this Deed description.

[Signature] Date: 2/6/14

Vance County Tax Office

FILED Feb 06, 2014 03:42 pm  
BOOK 01274  
PAGE 1083 THRU 1084  
INSTRUMENT # 00413  
RECORDING \$26.00  
EXCISE TAX \$700.00

FILED  
VANCE  
COUNTY NC  
CAROLYN R. PECORA  
REGISTER  
OF DEEDS  
KHC

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$700.00

Tax Parcel ID No. 0012 01047 Verified by \_\_\_\_\_  
County \_\_\_\_\_  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

Mail/Box to Grantee: P.O. BOX 178, Townsville, NC 27584  
This instrument was prepared by Darin P. Meece, Attorney, without benefit of title examination \_\_\_\_\_  
Brief description for the Index: Lot 8, Plat Book X, Page 265

THIS DEED, made this the 5<sup>th</sup> day of February, 2014, by and between

**GRANTOR:** DABNEY EXCHANGE CAR WASH, LLC  
whose mailing address is: 2405 Fay Street, Durham, NC 27704

**GRANTEE:** THOMAS H. HOWELL  
whose mailing address is P.O. BOX 178, Townsville, NC 27584

*[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]*

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the Township of Henderson, County of Vance, State of North Carolina, more particularly described as follows:

BEING ALL OF Lot 8 (1.00 Acre) as shown on that certain plat entitled "Final Plat" and recorded in Plat Book X at Page 265 of the Vance County Public Registry.

The property which is the subject of this instrument is subject to the Brownfield Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Vance County land records, Book 988, Page 788.

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 1111, Page 950, and being reflected on plat(s) recorded in Map/Plat Book X, page/slide 265.

All or a portion of the property herein conveyed \_\_\_ includes or x does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever

warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

DABNEY EXCHANGE CAR WASH, LLC

(Entity Name)

By: [Signature] (SEAL)  
Print/Type Name & Title: Jeffrey W. Cawley Print/Type Name: \_\_\_\_\_  
Member/Manager

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

State of NC  
County of DURHAM

(Official/Notarial Seal)

I, the undersigned Notary Public of the County and State aforesaid, certify that Jeffrey W. Cawley personally came before me this day and acknowledged that he is the Member/Manager of DABNEY EXCHANGE CAR WASH, LLC, and that by authority duly given and as the act of such entity, he or she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 5th day of February, 2014



[Signature]

Notary Public

My Commission Expires: 10/7/15

State of \_\_\_\_\_  
County of \_\_\_\_\_

(Official/Notarial Seal)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_ [insert name(s) of principal(s)].

Date: \_\_\_\_\_  
\_\_\_\_\_ Notary Public  
Notary's Printed or Typed Name

My Commission Expires: \_\_\_\_\_