

**WILCOHESS LLC**  
5446 University Parkway  
Winston-Salem, North Carolina 27105

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January 3, 2013

Mr. David Peacock  
Brownfield Compliance Coordinator  
NCDENR  
1646 Mail Service Center  
Raleigh North Carolina 27699-1646



Re: Annual Land Use Restrictions Update  
Wilson Landfill WWTP  
6700 Ward Boulevard  
Wilson, Wilson County  
Brownfield Project Number 07023-03-98

Dear Mr. Peacock:

Paragraph 16.h. refers to a report in January of each year after the agreement became effective. The current owner of the property is WILCOHESS LLC. WILCOHESS purchased the retail location from RSTS Properties LLC on October 12, 2007. Dillon Properties LLC continues to hold ownership to the remaining property. As of this date, all the property remains vacant and awaiting development by Dillon Properties LLC with the exception of the one (1) acre parcel that we own that contains the retail gas station.

There has been no change in the use of any of the property and by way of updating the land use restrictions, it is hereby certified that the property is in compliance with paragraph 16 related to the land use restrictions specified in the Brownfield's Agreement. As of this notice of Brownfield's Property containing these land use restrictions remains recorded at the Wilson County Register of Deeds, Book 2114 Page 491. It is hereby certified by the respective property owners that the land use restrictions remain in compliance.

Best regards,

**WILCOHESS LLC**

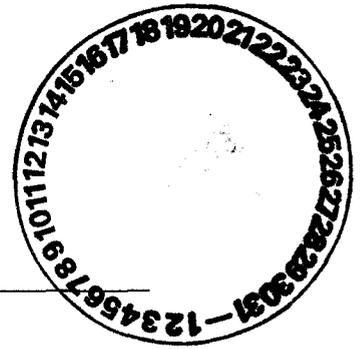
A handwritten signature in black ink, appearing to be 'Stephen T. Williams, Sr.'.

Stephen T. Williams, Sr.  
President

**Brownfields Project #: 07023-03-98**

**Brownfields Property: Wilson Landfill WWTP, 6700 Ward Boulevard**

**Property Owner (In whole or part): Dillon Properties, LLC**



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

LUR 1: No use may be made of the Brownfields Property other than for industrial, commercial, retail, office, residential, recreational, institutional, entertainment venue or open space purposes. In connection with the foregoing land uses, the following definitions apply:

**a Industrial:**

(1) **Heavy Manufacturing:** The assembly, fabrication, or processing of goods and materials using processes that ordinarily have greater than average impacts on the environment, or that ordinarily have significant impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare, or health and safety hazards, or that otherwise do not constitute "light manufacturing" or any use where the area occupied by outdoor storage of goods and material used in the assembly, fabrication, or processing exceeds 25 percent of the floor area of all building on the lot

(2) **Light Manufacturing:** The assembly, fabrication, or processing of goods and materials using processes that ordinarily do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such assembly, fabrication, or processing takes place, where such processes are housed entirely within a building, or where the area occupied by the outdoor storage of goods and material used in such processes does not exceed 25 percent of the floor area of all the buildings on the property. An industrial use at which no process water or wastewater is generated

**b Commercial:** An occupation, employment, or enterprise that is carried on for profit by the owner, lessee, or licensee.

**c Retail:** An activity the principal use or purpose of which is the sale of goods, products, or merchandise directly to the consumer.

**d. Office:** The conducting or rendering of business or professional services.

**e. Residential:** A permanent dwelling, any single family, detached, duplex, triplex, quadriplex, attached or multifamily dwelling, manufactured home, mobile home, group home, boarding house or dormitory

**f. Institutional:** Public, non-profit or quasi-public use, such as for a church, library, private school, hospital, or government owned or operated building.

g Open Space: The land used for recreation, natural resource protection, amenities, and /or buffers. An area of land or water which is open and unobstructed, including areas maintained in a natural or undisturbed character or areas improved for active or passive recreation

In compliance  Out of compliance

Remarks: No changes since 2007 on the current use  
of the property

LUR 2: Surface water and underground water at the Brownfields Property may not be accessed or used for any purpose without the approval of the Department of Environment and Natural Resources ("DENR") or its successor in function.

In compliance  Out of compliance

Remarks: NO CHANGES

LUR 3: No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the satisfaction of DENR or its successor in function in any areas proposed for such activities, and submittal of the analytical results to DENR or its successor in function. If such results disclose to DENR or its successor in function contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the approval of DENR or its successor in function on such conditions as DENR or its successor in function imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities. Petroleum underground storage tank-related activities that would otherwise violate this restriction are permissible if they are conducted to the satisfaction of DENR's Underground Storage Tank Section.

In compliance  Out of compliance

Remarks: NO CHANGES

LUR 4: No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance  Out of compliance

Remarks: NO CHANGES

LUR 5: No basements may be constructed on the Brownfields Property unless they are, as determined by DENR or its successor in function, vented in conformance with applicable building codes.

In compliance  Out of compliance

Remarks: NO NEW ADDITIONS OR CONSTRUCTION (NEW)

LUR 6: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in paragraph seven of the Brownfields Agreement ("Agreement"), may be used or stored at the Brownfields Property without the prior approval of DENR or its successor in function, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance  Out of compliance

Remarks: IN COMPLIANCE

LUR 7: The Brownfields Property may not be used as a school, defined as a use, whether privately or publicly owned, providing pre-school, elementary school, middle school, junior high school, or high school education; nor as a playground, or for child care centers.

In compliance  Out of compliance

Remarks: in compliance

LUR 8: During January of each year after the Agreement becomes effective, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR or its successor in function certifying that this Notice containing these land use restrictions remains recorded at the Wilson County Register of Deeds office, and that these land use restrictions are being complied with.

In compliance  Out of compliance

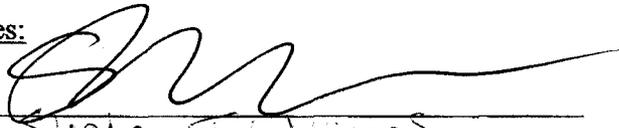
Remarks: \_\_\_\_\_

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

This Land Use Restrictions Update is certified by WILCOHESS LLC, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: WILCOHESS LLC

In the case of owners that are entities:

Signature of individual signing:   
Name typed or printed: Stephen T. Williams  
Title: President

In the case of all owners:

Date: 1.3.2013

[Insert notary block from among the following that is pertinent to type of party submitting LURU: corporation, LLC, partnership or individual.]  
[use for corporations]

[Name of Prospective Developer]

By: WILCORESS LLC

Name typed or printed:

Title typed or printed:

Stephen T Williams  
President

ATTEST:

\_\_\_\_\_  
Name typed or printed:  
Secretary, [Name of Prospective Developer]

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the county and state aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the Secretary of \_\_\_\_\_, a [state of incorporation] corporation, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by its \_\_\_\_\_ and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name:  
Notary Public

My Commission expires: \_\_\_\_\_

[Stamp/Seal]

[use for LLCs]

[Name of Prospective Developer]

By: Stephen T Williams

Name typed or printed:

Member/Manager

NORTH CAROLINA  
Forsyth COUNTY

I, Beverly Ward, a Notary Public of the county and state aforesaid, certify that Stephen T. Williams personally came before me this day and acknowledged that he/she is a Member of WilcoHess, LLC, a [state of incorporation] limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Notice of Brownfields Property was signed in its name by him/her.

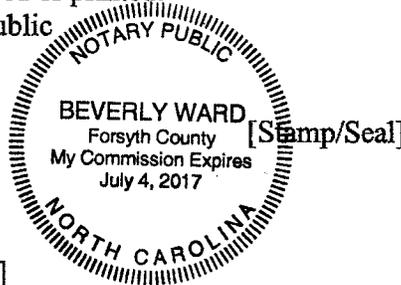
WITNESS my hand and official stamp or seal, this 3<sup>rd</sup> day of January, 2013

Beverly Ward

Name typed or printed:

Notary Public

My Commission expires: July 4, 2017



[use for Partnerships]

[Name of Owner]

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

Name typed or printed:

General Partner

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the county and state aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is a General Partner of \_\_\_\_\_, a [state where partnership is registered] partnership, and that by authority duly given and as the act of the partnership, the foregoing certification was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.