

DILLON PROPERTIES, LLC

611 S. George Street/P.O. Box 858
Goldsboro, North Carolina 27533-0858
Telephone (919) 734-1357 ext. 217
Fax (919) 735-4677
email dwooten@kmsnc.com

January 2, 2013

Mr. David Peacock
NCDENR-Brownfields Compliance
1646 Mail Service Center
Raleigh, N.C. 27699-1646

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



Dear Mr. Peacock:

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 Brownfields Agreement. As of this notice of Brownfield's Property containing these land use restrictions it is hereby certified by the respective property owners that the land use restrictions remain in compliance.

Sincerely,
Dillon Properties, LLC

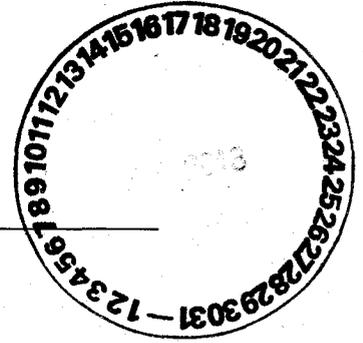

S. Dillon Wooten, Jr.

SDWJr/dbc

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: _____

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: _____

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: _____

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: _____

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: _____

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: _____

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: _____

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 S. Dillon Wooten, Jr. Member/Manager
Dillon Properties, LLC,
owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: S. Dillon Wooten, Jr.

In the case of owners that are entities:

Signature of individual signing: 
Name typed or printed: S. Dillon Wooten, Jr.
Title: Member/Manager

In the case of all owners:

Date: December 27, 2012

[use for LLCs]

[Name of Prospective Developer]

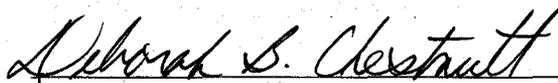
By: Dillon Properties, LLC
Name typed or printed:

Member/Manager

NORTH CAROLINA
Wayne COUNTY

I, Deborah B. Chestnutt, a Notary Public of the county and state aforesaid, certify that S. Dillon Wooten, Jr personally came before me this day and acknowledged that he/she is a Member of Dillon Properties, 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.

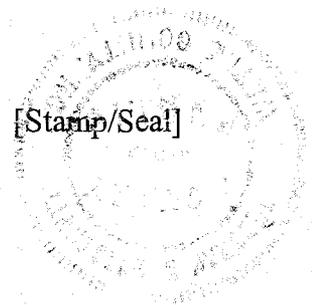
WITNESS my hand and official stamp or seal, this 27th day of
December, ~~200~~ 2012



Name typed or printed: Deborah B. Chestnutt
Notary Public

My Commission expires: October 28, 2016

[Stamp/Seal]



[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_.