Brownfields Program

File Room Document Transmittal Sheet

Your Name:	Shirley Liggins
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Author of Doc:	Jorge Cerecedo

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DAK Americas

JAN 2012

January 19, 2012

CERTIFIED MAIL

Mr. David Peacock
Brownfields Compliance Coordinator
NC Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

Dear Mr. Peacock:

Attached is the LURU for the following Brownfields Project and Property:

Brownfields Project Number: 07030-03-26
Brownfields Property: Cedar Creek, 3468 Cedar Creek Road

If you have any questions please feel free to contact me.

Sincerely,

Scott Spirek, MS, CIH, CSP
Sustainability Representative
DAK Americas LLC
(803) 926-5021
sspirek@DAKAmericas.com

Enclosures

Brownfields Project #: 07030-03-26
Brownfields Property: Cedar Creek, 3468 Cedar Creek Road
Property Owner (In whole or part): _____

JAN 2012

LAND USE RESTRICTIONS ("LUR") UPDATE

LUR 1: No use may be made of the Property other than for industrial purposes, subject to the other land use restrictions below. For purposes of this restriction, "industrial use" refers to the generation, assembly, fabrication, storage, transportation, management, processing or recycling of goods or materials using processes that may produce impacts on the environment such as noise, smoke, fumes, vibration, dust, odors, glare, emissions, discharges or health or safety hazards that, while within legal limits, occur outside of the building(s) where such processes occur.

In compliance __ X __ Out of compliance ____

Remarks: _____

LUR 2: No activities that remove, use or may encounter groundwater or surface water (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that may encounter water) without prior sampling and analysis of groundwater to the written satisfaction of the Department of Environment and Natural Resources ("DENR") in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR reasonably 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.

In compliance __ X __ Out of compliance ____

Remarks: _____

LUR 3: Soil, landscaping and contours at the Property may not be disturbed without the prior written approval of DENR, except in connection with de minimis soil removals to depths not exceeding 18 inches, mowing and pruning of above-ground

vegetation, and emergency repair of underground infrastructure. Provided, that DENR shall be given written notice (if only by email) of any emergency repair of underground infrastructure no later than the next business day and that any related assessment and remedial measures required by DENR shall be taken.

In compliance __ X __ Out of compliance ____

Remarks: _____

LUR 4: None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraph 7 of the Brownfields Agreement ("Agreement"), may be used or stored at the Property without the prior written approval of DENR, except in de minimis amounts for cleaning and other routine housekeeping activities.

In compliance __ X __ Out of compliance ____

Remarks: _____

LUR 5: The Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

In compliance __ X __ Out of compliance ____

Remarks: _____

LUR 6: The Property may not be used for agriculture, grazing, timbering or timber production.

In compliance _ X ___ Out of compliance ____

Remarks: _____

_____
_____
_____

LUR 7: The Property may not be used as a playground, or for child care centers or schools.

In compliance _ X ___ Out of compliance ____

Remarks: _____
_____
_____
_____

LUR 8: The Property may not be used for kennels, private animal pens or horse-riding.

In compliance __ X __ Out of compliance ____

Remarks: _____
_____
_____
_____

LUR 9: The owner of any portion of the Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

In compliance _ X ___ Out of compliance ____

Remarks: _____
_____
_____
_____

LUR 10: No party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

In compliance _ X ___ Out of compliance ____

Remarks: _____

_____

_____

_____

LUR 11: During January of each year after the year in which the Notice referenced in paragraph 18 of the Agreement is recorded, the owner of any part of the Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Cumberland County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Cumberland County Register of Deeds office and that the land use restrictions are being complied with and stating:

a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property during the previous calendar year.

_____

_____

_____

b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year.

_____

_____

_____

In compliance _X___ Out of compliance ____

Remarks: _____

_____

_____

_____

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

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

Name typed or printed of party making certification: Grupo Petrotemex, S.A. de C.V.

In the case of owners that are entities:

Signature of individual signing: _____
Name typed or printed: Jorge Pedro Young Cerecedo
Title: Attorney-In-Fact for Grupo Petrotemex, S.A. de C.V.

Signature of individual signing: _____
Name typed or printed: Oscar Javier Montemayor Treviño
Title: Attorney-In-Fact for Grupo Petrotemex, S.A. de C.V.

In the case of all owners:

Date: January 13/2012

[use for LLCs]

DAK Americas LLC

By:_____
Name typed or printed: Jorge Pedro Young Cerecedo
Attorney-In-Fact for Grupo Petrotemex, S.A. de C.V.
Member/Manager

By:_____
Name typed or printed: Oscar Javier Montemayor Treviño
Attorney-In-Fact for Grupo Petrotemex, S.A. de C.V.
Member/Manager

NORTH CAROLINA
MECLENBURG COUNTY

I, Dorothy W. Corpening, a Notary Public of the county and state aforesaid, certify that Jorge Pedro Young Cerecedo and Oscar Javier Montemayor Treviño personally came before me this day and acknowledged that Grupo Petrotemex, S.A. de C.V. is a Member of DAK Americas, LLC, a Delaware limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Land Use Restriction Update was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 13th day of January, 2012

Dorothy W. Corpening
Name typed or printed: Dorothy W. Corpening
Notary Public

My Commission expires: September 2, 2013

[Stamp/Seal]

DOROTHY W. CORPENING
Notary Public
North Carolina
Mecklenburg County