

FILED in PERSON County, NC
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by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 613 PAGE 431

Property Owner: Daniel M. Talbert, Sr.
Recorded in Book 613, Page 142
Associated plat recorded in Plat Book 15, Page 117

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 4 day of December, 2006 by Daniel M. Talbert, Sr. (hereinafter "Prospective Developer").

The Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (hereinafter "NCGS"), Section (hereinafter "§") 130A-310.35(b).

This Notice is required by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a property (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "Act").

Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer's receipt of DENR's approval of the Notice or Prospective Developer's entry into the Brownfields Agreement required by the Act, whichever is later. Pursuant to NCGS § 130A-310.35(c), the copy of the Notice certified by DENR must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under Prospective Developer's name.

The Brownfields Property is located at 2285 Durham Road, Roxboro, Person County, North Carolina, and is approximately 11.6 acres in size. Prospective Developer has committed himself to redevelopment of the Brownfields Property for no uses other than retail and commercial businesses, including restaurants and warehousing/distribution firms, and medical and other office space. The Brownfields Property was developed in the late 1950s by an entity that manufactured plastic crates and steel products. Bromma, Inc. purchased the Brownfields Property in 1992 and manufactured cargo spreaders (large metal clasps used to load and unload cargo ships) there until May 11, 2004.

The Brownfields Agreement between Prospective Developer and DENR is attached hereto as **Exhibit A**. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.

Attached hereto as **Exhibit B** is a reduction, to 8 1/2" x 11", of the survey plat required by NCGS § 130A-310.35(a). It is a plat of areas designated by DENR that has been prepared and certified by a professional land surveyor and that meets the requirements of NCGS § 47-30. That plat contains the following information required by NCGS § 130A-310.35(a):

(1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property. The following table also sets forth the type and quantity of such substances:

a. Groundwater contaminants (in micrograms per liter, the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. (µg/L)	Standard (µg/L)
Tetrachloroethane	TW-3	4/8/2004	1.3	0.7
Trichloroethene	TW-3	4/8/2004	17	2.8
Benzene	TW-8	12/14/2004	2.8	1.0

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Depth in feet	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Arsenic	HA-2	0.5-1	11/08/2004	6.3	4.4
Benzo (a) pyrene	DPT-2	4-6	11/9/2004	0.180J	0.062
Chromium	HA-2	0.5-1	11/8/2004	32	30
Chromium	DPT-4	0.5-1	11/9/2004	1,100	30
Chromium	DPT/HA-5	0.5-1	11/9/2004	130	30
Chromium	DPT-7	0-4	11/9/2004	570	30
Chromium	DPT-11	0.5-1	11/9/2004	34	30
Chromium	SB-7	0-2.5	12/13/2004	300	30
Chromium	SB-8	5-7.5	12/13/2004	36	30

Soil Contaminant	Sample Location	Depth in feet	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Chromium	SB-9	0-2.5	12/13/2004	200	30
Chromium	SB-10	0.5	12/14/2004	37	30
Chromium	SB-14	0.5-2	12/29/2004	54	30
Lead	DTP-7	0-4	11/9/2004	1,800	400
Lead	SB-9	0-2.5	12/13/2004	680	400

J = Estimated value.

Attached hereto as **Exhibit C** is a legal description of the Brownfields Property that would be sufficient as a description of the property in an instrument of conveyance.

LAND USE RESTRICTIONS

NCGS 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DENR shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for retail and commercial businesses, including restaurants and warehousing/distribution firms, and medical and other office space. For purposes of this restriction, the following definitions apply:

a. "Retail" refers to an activity the principal purpose of which is the sale of goods, products or merchandise directly to the consumer.

b. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

c. "Office" refers to a use or structure where business is conducted or professional services rendered.

2. Surface water and underground water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.

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 Property without prior sampling and analysis of groundwater to the written satisfaction of 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 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.

4. Soil within the area denominated "Area of Possible Soil Contamination" on the plat component of this Notice may not be exposed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law or capped to the written satisfaction of DENR.

5. Soil, landscaping and contours at the Brownfields Property may not be disturbed without the prior written approval of DENR, except for mowing and pruning of above-ground vegetation.

6. 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.

7. No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

8. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in the tables above at (2)a. and b. of this Notice, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

9. The Brownfields 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.

10. The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

11. The Brownfields Property may not be used as a playground, or for child care centers or schools.

12. The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

13. No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

14. During January of each year after the year in which this agreement becomes effective, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Person County Register of Deeds office, that the land use restrictions are being complied with, and that any areas required by the agreement to be inspected annually have been so inspected and are in good repair.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 35.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

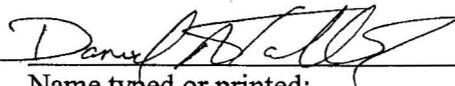
The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DENR through the remedies provided in NCGS 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 4 day of December, 2006.

Daniel M. Talbert, Sr.

By: 
Name typed or printed:

NORTH CAROLINA
Person COUNTY

I, Teresa D Carver, a Notary Public of the county and state aforesaid, certify that Daniel M. Talbert, Sr. personally came before me this day, demonstrated her/his identity, and signed the foregoing certification.

WITNESS my hand and official stamp or seal, this 4th day of December, 2006



Teresa D Carver
Name typed or printed: Teresa D Carver
Notary Public

My Commission expires: 10-18-2011

Document shows proof /acknowledgement before [Stamp/Seal]
officer authorized to take proof /acknowledgement;
acknowledgement includes officer's signature,
commission expiration date, official seal, if required.
AWG
Amanda W. Garrett, Person County Register of Deeds

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

The foregoing Notice of Brownfields Property is hereby approved and certified.

North Carolina Department of Environment and Natural Resources

By: L. M. Culpepper
Linda M. Culpepper
Deputy Director, Division of Waste Management

November 1, 2006
Date

CERTIFICATION OF REGISTER OF DEEDS

The foregoing documentary component of the Notice of Brownfields Property, and the associated plat, are certified to be duly recorded at the date and time, and in the Books and Pages, shown on the first page hereof.

Register of Deeds for Person County

By: _____
Name typed or printed: _____
Deputy/Assistant Register of Deeds

Date

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Daniel M. Talbert, Sr.

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Former Bromma, Inc.
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>)	2285 Durham Road
BF Project Number 09065-05-73)	Roxboro, Person County

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environment and Natural Resources (“DENR”) and Daniel M. Talbert, Sr. (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the “Act”).

Daniel M. Talbert, Sr. is a resident of North Carolina whose address is 1101 Old Durham Road, P. O. Box 349, Roxboro, North Carolina, 27573. This Agreement concerns property located at 2285 Durham Road, Roxboro, Person County, North Carolina which carries tax parcel number 15632. The subject property consists of approximately 11.19 acres of idle industrial land. From 1992 until May 11, 2004, Bromma, Inc. or a related entity manufactured steel cargo spreaders there. Mr. Talbert plans to redevelop the property such that it will contain retail and commercial businesses, including restaurants and warehousing/distribution firms, and medical and other office space. A map showing the location of the subject property is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR’s Covenant Not to Sue

and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of Daniel M. Talbert, Sr. for contaminants at the property which is the subject of this Agreement.

The Parties agree that Daniel M. Talbert, Sr.'s entry into this Agreement, and the actions undertaken by Daniel M. Talbert, Sr. in accordance with the Agreement, do not constitute an admission of any liability by Daniel M. Talbert, Sr.

The resolution of this potential liability, in exchange for the benefit Daniel M. Talbert, Sr. shall provide to DENR, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.
2. "Prospective Developer" shall mean Daniel M. Talbert, Sr.

III. STATEMENT OF FACTS

3. The Property comprises 11.19 acres. Prospective Developer has committed itself to redevelopment for no uses other than retail and commercial businesses, including restaurants and warehousing/distribution firms, and medical and other office space.

4. The Property is bordered to the north and south by agricultural and residential land; to the east by Old Durham Road and a building supply business, beyond which lies residential land; and to the west by railroad tracks and US Highway 501, beyond which lies residential land and land that is unimproved except for a storage facility.

5. Prospective Developer obtained or commissioned the following reports, referred to hereinafter as the "Environmental Reports," regarding the Property:

Title	Prepared by	Date of Report
Phase I and II ESA Bromma, Inc. Facility 2285 Durham Road Roxboro, North Carolina H&H Job No. JEM-013	Hart & Hickman	November 24, 2004
Additional Assessment Report Proposed Lowe's Site Former Bromma, Inc. Facility Roxboro, North Carolina H&H Job No. JEM-013	Hart & Hickman	January 7, 2005
Report of Environmental Services (Receptor Survey)	Engineering Consulting Services, LTD.	February 22, 2006

6. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership of the Property:

a. The Property was developed in the late 1950s to early 1960s by an entity that did business as the Reinforced Plastic Corporation (a.k.a. Marcongale, Inc. and ROPCO) which manufactured plastic crates and steel products. The industrial facility and surrounding area were in agricultural use prior to development.

b. Bromma, Inc. purchased the Property in 1992 after Reinforced Plastic Corporation underwent bankruptcy, and manufactured cargo spreaders (large metal clasps used to load and unload cargo ships) there until May 11, 2004.

c. The Property contains an office building, an adjacent vacant building, the building where the cargo spreaders were manufactured, and a paint application building. Production of the cargo spreaders involved cutting, welding, fabrication and metal assembly.

The north central portion of the property is currently vacant but was previously used for steel and metal storage.

d. The current owner of the Property is Bromma, Inc.'s affiliate Kalmar Industries USA LLC.

7. The most recent environmental sampling at the Property that is reported in the Environmental Reports occurred on February 22, 2006. The following tables sets forth, for contaminants present at the Property above unrestricted use standards, the maximum concentration found at each sample location and the applicable standard:

a. Groundwater contaminants (in micrograms per liter, the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Date of Max. Concentration Sampling	Maximum Concentration above Std. (µg/L)	Standard (µg/L)
Tetrachloroethane	TW-3	4/8/2004	1.3	0.7
Trichloroethene	TW-3	4/8/2004	17	2.8
Benzene	TW-8	12/14/2004	2.8	1.0

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Depth in feet	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Arsenic	HA-2	0.5-1	11/08/2004	6.3	4.4
Benzo (a) pyrene	DPT-2	4-6	11/9/2004	0.180J	0.062
Chromium	HA-2	0.5-1	11/8/2004	32	30

Soil Contaminant	Sample Location	Depth in feet	Date of Max. Concentration Sampling	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Chromium	DPT-4	0.5-1	11/9/2004	1,100	30
Chromium	DPT/HA-5	0.5-1	11/9/2004	130	30
Chromium	DPT-7	0-4	11/9/2004	570	30
Chromium	DPT-11	0.5-1	11/9/2004	34	30
Chromium	SB-7	0-2.5	12/13/2004	300	30
Chromium	SB-8	5-7.5	12/13/2004	36	30
Chromium	SB-9	0-2.5	12/13/2004	200	30
Chromium	SB-10	0.5	12/14/2004	37	30
Chromium	SB-14	0.5-2	12/29/2004	54	30
Lead	DTP-7	0-4	11/9/2004	1,800	400
Lead	SB-9	0-2.5	12/13/2004	680	400

J = Estimated value.

8. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Letter of Intent dated December 28, 2005.

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. As a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the

environment;

- c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;
- d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and
- e. Prospective Developer has complied with all applicable procedural requirements.

10. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1). Given that the full cost to DENR and the North Carolina Department of Justice (“DOJ”) of all activities related to this Agreement is provided for, there is no need for Prospective Developer and DENR to establish, pursuant to N.C.G.S. § 130A-310.39(a)(2), a procedure by which said cost is determined.

IV. BENEFIT TO COMMUNITY

11. The redevelopment of the Property proposed herein would provide the following public benefits:

- a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;
- b. approximately 100 jobs;
- c. tax revenue for affected jurisdictions;
- d. additional retail and office space for the area; and
- e. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

V. WORK TO BE PERFORMED

12. In the area of the former shot room and bag house south of the former manufacturing building as denominated on the plat component of the Notice referenced in paragraph 21 below, Prospective Developer shall remove and dispose of, in accordance with law, all spilled and caked paint, paint chips, metal dust, metal pieces and slag in the top two (2) inches of soil and/or mixed with the top two (2) inches of soil; and all metal dust and loose paint chips from all portions of that area not covered with soil. Prospective Developer shall submit a report of these removal activities to DENR within 30 days after completion and may not use the Property unless and until it receives DENR's written approval of the activities and the report.

13. Prior to making any use of the Property, Prospective Developer shall remove the oily water underground storage tank located in the southeast corner of the Property, dispose of it and its contents in accordance with law, submit to DENR a written report of the removal activities, and receive from DENR written approval of the activities and the report.

14. Prior to making any use of the Property, Prospective Developer shall cap soil within the area denominated "Known Metal Impacted Soil" on the plat component of the Notice referenced in paragraph 21 below with one foot of clean soil or an impervious or hard pervious surface to prevent contact with metals-contaminated soil. Soil within the subject area may be left uncapped if the contamination is delineated and remediated to DENR's written satisfaction. Any cap installed shall be maintained in good repair and inspected annually. The following definitions apply:

ii. Impervious: prevents the absorption of surface water into the soil.

iii. Hard Pervious: allows absorption of surface water into the soil, but

has a hard surface formed or cast in place that protects land users from exposure to any

contaminants in the underlying soil. Pervious concrete and pervious tennis court materials are examples of hard pervious surfaces.

15. Within thirty (30) days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within ten (10) days of receiving such notification to refrain from such abandonment, Prospective Developer shall effect said abandonment and shall, within thirty (30) days after concluding such abandonment, provide DENR a report setting forth the procedures and results.

16. By way of the Notice of Brownfields Property referenced below in paragraph 21, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for retail and other commercial purposes, as limited by the other land use restrictions below and including restaurants and warehousing/distribution, or medical and other office space. For purposes of this restriction, the following definitions apply:

i. "Retail" refers to an activity the principal purpose of which is the sale of goods, products or merchandise directly to the consumer.

ii. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.

iii. "Office" refers to a use or structure where business is conducted or professional services rendered.

b. Surface water and underground water at the Property may not be used for any purpose without the prior written approval of DENR.

c. 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 Property without prior sampling and analysis of groundwater to the written satisfaction of 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 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.

d. Soil within the area denominated "Area of Possible Soil Contamination" on the plat component of the Notice referenced in paragraph 21 below may not be exposed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Property suitable for the uses

specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law or capped to the written satisfaction of DENR.

e. Soil, landscaping and contours at the Property may not be disturbed without the prior written approval of DENR, except for mowing and pruning of above-ground vegetation.

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

g. No basements may be constructed on the Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

h. None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraph 7 of this 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.

i. 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.

j. The Property may not be used for agriculture, grazing, timbering or timber production.

k. The Property may not be used as a playground, or for child care centers or schools without the prior written approval of DENR.

l. The Property may not be used for kennels, private animal pens or horse-riding without the prior written approval of DENR.

m. 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.

n. During January of each year after the year in which the Notice referenced below in paragraph 21 is recorded, the then current owner of any part of the Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Person County Register of Deeds office, that the land use restrictions are being complied with, and that any areas required by paragraph 14 above to be inspected annually have been so inspected and are in good repair.

17. The desired result of the above-referenced remediation and land use restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

18. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

19. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

20. In addition to providing access to the Property pursuant to subparagraph 16.m. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access

at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law.

While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Notwithstanding any provision of this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

21. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Person County, North Carolina register of deeds' office. Within three days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

22. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Person County land records, Book 613, Page 442." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and

Submissions), though financial figures related to the conveyance may be redacted.

23. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

VII. DUE CARE/COOPERATION

24. The Prospective Developer shall exercise due care at the Property with respect to regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.84, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

25. By entering into this agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in this

Agreement and in the Brownfields Letter of Intent dated December 28, 2005 by which it applied for this Agreement. That use is for retail and commercial purposes, including restaurants and warehousing/distribution firms, and medical and other office space. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

26. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information

that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. The Department obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the environment associated with the Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of

Brownfields Property under N.C.G.S. 130A-310.35.

27. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

28. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

29. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND & TRANSFER/ASSIGNMENT NOTICE

30. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

31. No later than fourteen (14) days prior to any transfer or assignment by Prospective Developer of any interest in the Property, Prospective Developer shall provide in writing to DENR the transferee or assignee's name, mailing address, telephone and facsimile numbers, and

e-mail address.

XII. DISCLAIMER

32. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

XIII. DOCUMENT RETENTION

33. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

XIV. PAYMENT OF ENFORCEMENT COSTS

34. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

35. Unless otherwise required by DENR or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first class U.S. mail, as follows:

a. for DENR:

Sandra Moore
N.C. Division of Waste Management
Brownfields Program
401 Oberlin Road, Suite 150
Raleigh, NC 27605

b. for Prospective Developer:

Daniel M. Talbert, Sr.
1101 Durham Road
P.O. Box 349
Roxboro, NC 27573

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

36. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

37. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

38. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

39. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

40. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

41. This Agreement shall be subject to a public comment period of at least sixty days starting the day after publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in the North Carolina Register, or the day after publication of the same in a newspaper of general circulation serving the area in which the Property is located, whichever occurs later. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:

Linda M. Culpepper
Linda M. Culpepper
Deputy Director, Division of Waste Management

November 1, 2006
Date

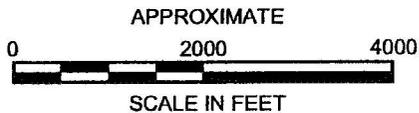
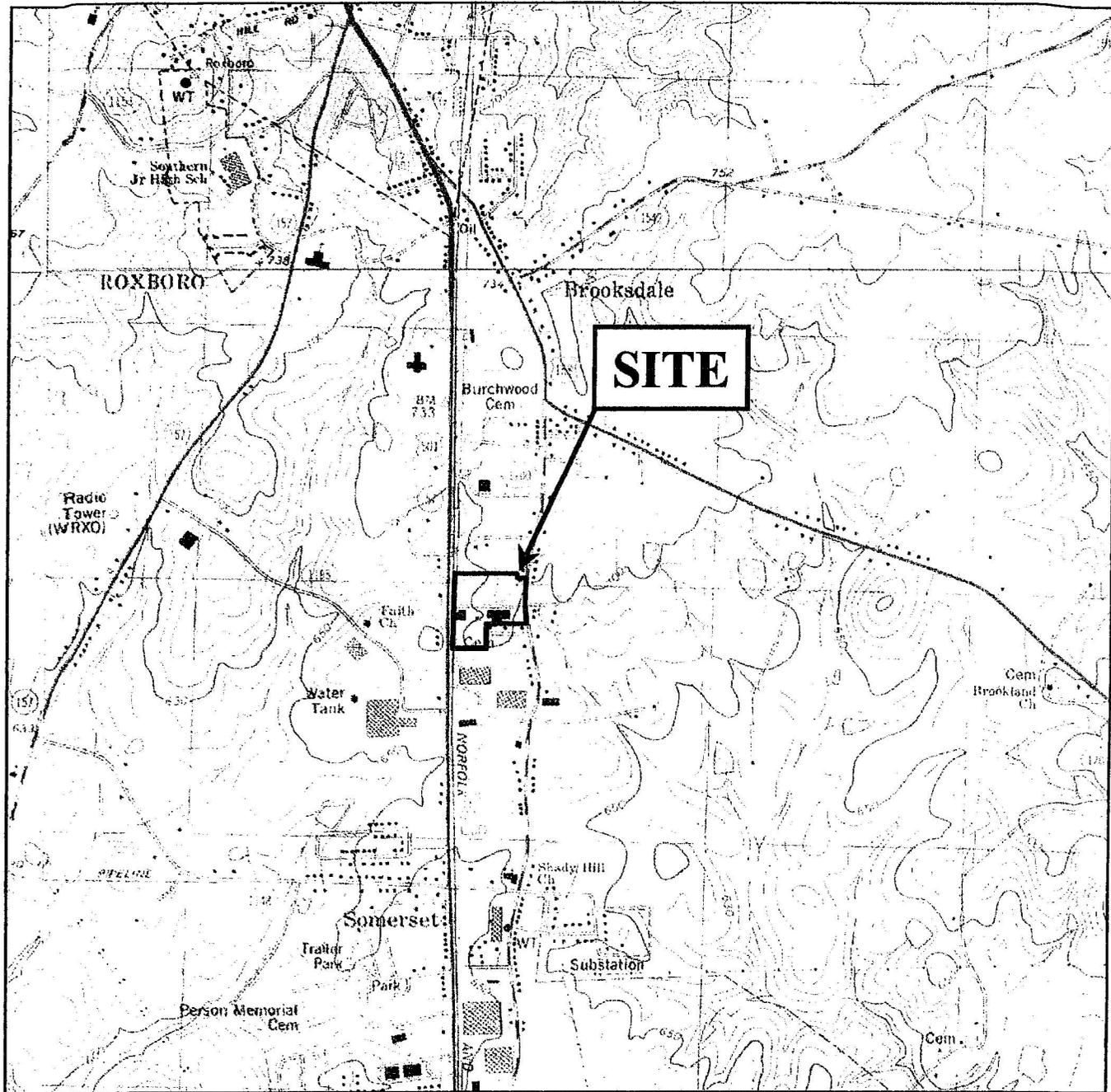
IT IS SO AGREED:

DANIEL M. TALBERT, SR.

By:

Daniel M. Talbert, Sr.
Daniel M. Talbert, Sr.

11/3/06
Date



U.S.G.S. QUADRANGLE MAP

ROXBORO, NC 1982
TIMBERLAKE, NC 1981

QUADRANGLE
7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE		SITE LOCATION MAP	
PROJECT		[REDACTED]	
		ROXBORO, NORTH CAROLINA	
		2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 A PROFESSIONAL CORPORATION 704-586-0007 (p) 704-586-0370 (f)	
DATE:	11-22-04	REVISION NO:	0
JOB NO:	JEM-013	FIGURE NO:	1

EXHIBIT 1

**THIS MAP IS NOT A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.**

**EXHIBIT B:
FULL-SIZE PLAT MAP FILED SEPARATELY**

BOOK 613 PAGE 458

Measurement measurements for subdivisions per State of North Carolina
National, the standards for which are contained in G.S. 170A-114 of the North Carolina
Administrative Code, Subchapter 11, Rule 0202.

Measurement	Sample	Date of Collection	Minimum Concentration Parts Per Million	Standard Parts Per Million
Tetrahydrofuran	TW-3	4/29/2004	1.3	0.7
Toluene	TW-3	4/29/2004	17	24
Benzene	TW-8	12/4/2004	2.8	1.8

Soil concentrations for milligrams per kilogram, the equivalent of parts per million, the
standard for which are derived using the Conversion of the Interstate Petroleum Data
Bureau (IDB), Subchapter 11, Rule 0202.

Location	Depth to Soil	Date of Max. Concentration Sampling	Minimum Concentration Parts Per Million	Standard Parts Per Million
Area 1	0-3"	11/09/2004	0.7	4.4
Area 2	0-3"	11/09/2004	0.887	0.62
Area 3	0-3"	11/09/2004	3.3	30
Area 4	0-3"	11/09/2004	1.180	30
Area 5	0-3"	11/09/2004	3.0	30
Area 6	0-3"	11/09/2004	3.0	30
Area 7	0-3"	11/09/2004	3.0	30
Area 8	0-3"	11/09/2004	3.0	30
Area 9	0-3"	11/09/2004	3.0	30
Area 10	0-3"	11/09/2004	3.0	30
Area 11	0-3"	11/09/2004	3.0	30
Area 12	0-3"	11/09/2004	3.0	30
Area 13	0-3"	11/09/2004	3.0	30
Area 14	0-3"	11/09/2004	3.0	30
Area 15	0-3"	11/09/2004	3.0	30
Area 16	0-3"	11/09/2004	3.0	30
Area 17	0-3"	11/09/2004	3.0	30
Area 18	0-3"	11/09/2004	3.0	30
Area 19	0-3"	11/09/2004	3.0	30
Area 20	0-3"	11/09/2004	3.0	30

NOTES

TAX PARCEL: TAX MAP 99 PARCEL 5
RECORD NUMBER 15632
WETLANDS ARE NOT SHOWN AND MAY NOT HAVE BEEN DETERMINED.
THE PROPERTY IS SUBJECT TO ANY ENCUMBRANCES THAT ARE FOUND UPON A NORMAL TITLE SEARCH.
THE SURVEYOR DID NOT VISIBLY SEE ANY CEMETERIES OR MARKED GRAVES IN OPEN AREAS ON THE SITE.
BEING THE PROPERTY DESCRIBED IN DEED BOOK 193 PAGE 782, PERSON COUNTY REGISTRY.
THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING.
ALL IMPROVEMENTS LOCATED ON THIS PROPERTY ARE NOT SHOWN ON THIS MAP.
MONITORING WELLS AND GEOPROBE SAMPLING LOCATIONS SHOWN HEREON ARE APPROXIMATE. LOCATIONS PROVIDED BY HART AND HICKMAN.
THE PURPOSE OF THIS PLAT IS TO PROVIDE NOTICE THAT THIS PROPERTY IS A BROWNFIELD PROPERTY AND IS SUBJECT TO STATUTES PERTINENT THERETO.

PLAT CAB _____ HANGER _____
FILED IN PERSON COUNTY REGISTER OF DEEDS ON THE _____ DAY OF _____ 20__ @ _____ O'CLOCK _____ M.

REGISTER OF DEEDS
NORTH CAROLINA PERSON COUNTY

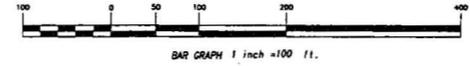
I, _____ NEAL C. HAMLETT _____ CERTIFY THAT THIS SURVEY QUALIFIES AS AN EXCEPTION WITHIN THE CITY OF ROXBORO, PERSON COUNTY, N.C. WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ MAY _____ 20__.

PROFESSIONAL LAND SURVEYOR

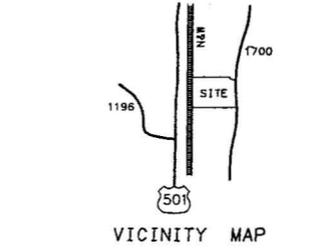
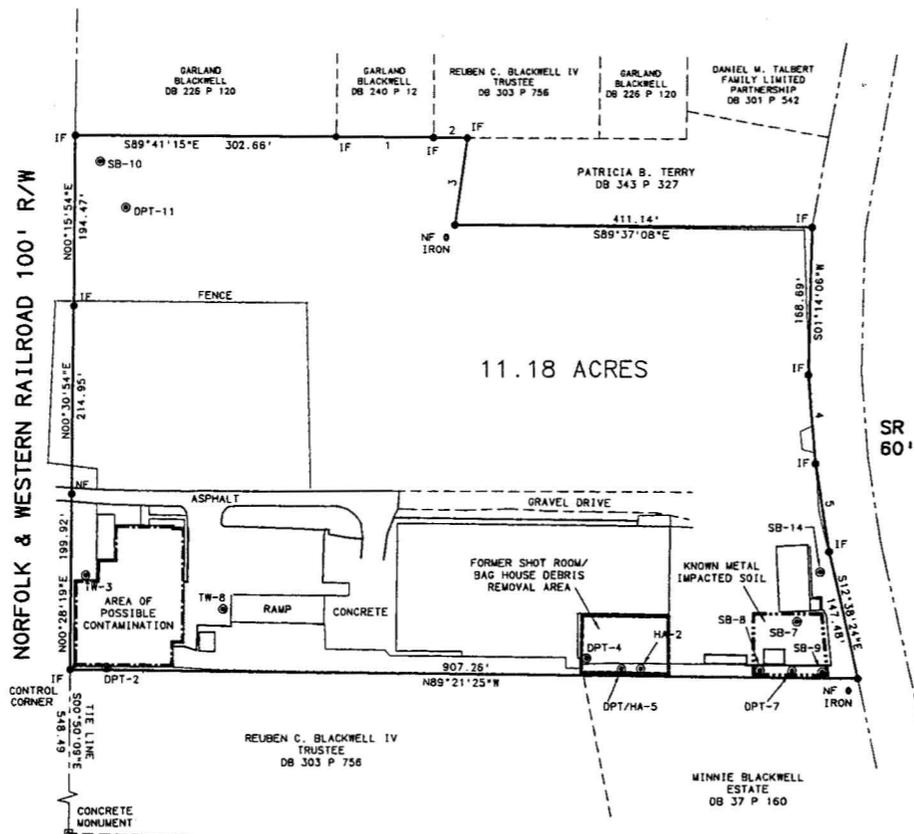
GS 47-30 (f) (1) (i) &
d. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

**PLAT OF SURVEY
EXHIBIT B TO THE NOTICE OF BROWNFIELDS PROPERTY
BROMMA, INC.**

OWNER: BROMMA, INC.
PROSPECTIVE DEVELOPER: DANILE M. TALBERT
SITE ADDRESS: 2285 DURHAM ROAD TAX PARCEL #15632
CITY OF ROXBORO, PERSON COUNTY, N.C.
MAY 2006, HAMLETT-JENNINGS & ASSOCIATES
212 S. LAMAR STREET, ROXBORO, N.C.
NEAL C. HAMLETT L-2465



- Land Use Restrictions:**
- No use may be made of the Property other than for retail and commercial purposes, including restaurants, or medical and other office space. For purposes of this restriction, the following definitions apply:
a. "Retail" refers to an activity the primary purpose of which is the sale of goods, products or merchandise directly to the consumer.
b. "Commercial" refers to an enterprise carried on for profit by the owner, lessee or licensee.
c. "Office" refers to a use or structure where business is conducted or professional services rendered.
 - Surface water and underground water at the Property may not be used for any purpose without the prior written approval of DENR.
 - No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, spas or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any area proposed for such activities, and submitted to the analytical results to DENR. If such results indicate 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 imposes, including at a minimum compliance with plans and procedures, appropriate to the applicable law, to protect public health and the environment during the proposed activities.
 - Soil within the area designated "Area of Possible Soil Contamination" on this survey shall not be exposed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or they pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law or capped to the written satisfaction of DENR.
 - Soil landscaping and contours of the Property may not be disturbed without the prior written approval of DENR, except for mowing and pruning of above-ground vegetation.
 - No mining may be conducted on or under the Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.
 - No basements may be constructed on the Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.
 - None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraph 7 of this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in de minimis amounts for cleaning or other routine housekeeping activities.
 - 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.
 - The Property may not be used for agriculture, grazing, timbering or timber production.
 - The Property may not be used as a playground, or for child care centers or schools.
 - The Property may not be used for kennels, private animal pens or horse-riding.
 - 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.
 - During January of each year after the year in which this agreement becomes effective, the then current owner of any part of the Property shall submit a renewed Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property Containing these land use restrictions remains recorded in the Person County Register of Deeds office, that the land use restrictions are being complied with, and that any areas required by this agreement to be inspected annually have been so inspected and are in good repair.



**THIS MAP IS NOT A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.**

UNLESS SIGNED, SEALED AND DATED, THIS IS A PRELIMINARY PLAT, NOT FOR RECORDATION, SALES OR CONVEYANCES.

**HAMLETT-JENNINGS
& ASSOCIATES, P.A.**
PROFESSIONAL LAND SURVEYORS
212 S LAMAR STREET - PO BOX 1266
ROXBORO NORTH CAROLINA 27573
(336) 599-8742

- LEGEND**
- NF • NAIL FOUND
 - NS ○ NAIL SET
 - IF • IRON FOUND
 - IS ○ IRON SET
 - MP ○ MATHEMATICAL POINT
 - AREA OF POSSIBLE CONTAMINATION
 - FORMER SHOT ROOM/BAG HOUSE DEBRIS REMOVAL AREA
 - KNOWN METAL IMPACTED SOIL

DATA TABLE

LEG	BEARING	DIST.
1	S89°29'29"E	111.95'
2	S89°29'29"E	38.40'
3	S08°04'09"W	100.00'
4	S04°47'54"E	102.14'
5	S08°44'34"E	101.62'

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, _____ REVIEW OFFICER
OF PERSON COUNTY, CERTIFY THAT THE MAP
OR PLAT TO WHICH THIS CERTIFICATE IS
AFFIXED MEETS ALL STATUTORY REQUIREMENTS
FOR RECORDING.

REVIEW OFFICER _____ DATE _____



LINDA M. CULPEPPER, DEPUTY DIRECTOR DATE
DIVISION OF WASTE MANAGEMENT
STATE OF NORTH CAROLINA
WAKE COUNTY

I, _____ NEAL C. HAMLETT _____ CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:19,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____ MAY _____ A.D. 20__.

SURVEYOR _____
REGISTRATION NUMBER _____ L-2465

EXHIBIT C
LEGAL DESCRIPTION

BOOK 613 PAGE 459

LYING IN THE CITY OF ROXBORO, PERSON COUNTY, NORTH CAROLINA:
BEGINNING AT AN IRON FOUND AT THE WESTERN RIGHT OF WAY OF NORFOLK &
WESTERN RAILROAD, NORTHWESTERN CORNER OF REUBIN C. BLACKWELL IV,
TRUSTEE, THENCE WITH THE WESTERN RIGHT OF WAY OF NORFOLK & WESTERN
RAILROAD THE FOLLOWING, N-00-28-19-E 199.92 TO A NAIL FOUND, N 00-30-54-E
214.95' TO AN IRON FOUND, N-00-15-54-E 194.47' TO AN IRON FOUND,
SOUTHWESTERN CORNER OF GARLAND BLACKWELL, THENCE WITH THE
SOUTHERN LINE OF GARLAND BLACKWELL S-89-41-15-E 302.66' TO AN IRON
FOUND, THENCE S-89-29-29-E 111.95' TO AN IRON FOUND, SOUTHEASTERN
CORNER OF GARLAND BLACKWELL AND SOUTHWESTERN CORNER OF REUBEN
C. BLACKWELL IV, TRUSTEE, THENCE WITH THE SOUTHERN LINE OF REUBEN C.
BLACKWELL S-89-29-29-E 38.40' TO AN IRON FOUND IN THE SOUTHERN LINE OF
REUBEN C. BLACKWELL, ALSO THE NORTHWESTERN CORNER OF PATRICIA B.
TERRY, THENCE WITH PATRICIA B. TERRY S-08-04-09-W 100.00' TO AN IRON
FOUND, THENCE S-89-37-08-E 411.14' TO AN IRON FOUND AT THE WESTERN RIGHT
OF WAY OF SR 1700, SOUTHEASTERN CORNER OF PATRICIA B. TERRY, THENCE
WITH THE WESTERN RIGHT OF WAY OF SR 1700 THE FOLLOWING, S-01-14-06-W
168.69' TO AN IRON FOUND, S-04-47-54-E 102.14' TO AN IRON FOUND, S-08-44-34-E
101.62' TO AN IRON FOUND, S-12-38-24-E 147.48' TO AN IRON FOUND AT THE
WESTERN RIGHT OF WAY OF SR 1700, NORTHEASTERN CORNER OF MINNIE
BLACKWELL ESTATE, THENCE WITH THE NORTHERN LINE OF THE MINNIE
BLACKWELL ESTATE AND THE NORTHERN LINE OF THE REUBEN C. BLACKWELL,
TRUSTEE N-89-21-25-W 907.26' TO THE POINT AND PLACE OF BEGINNING,
CONTAINING 11.18 AS SHOWN ON THE PLAT OF SURVEY ENTITLED "EXHIBIT B TO
THE NOTICE OF BROWNFIELDS PROPERTY. BROMMA, INC." DATED MAY 2006 BY
HAMLETT-JENNINGS & ASSOCIATES.