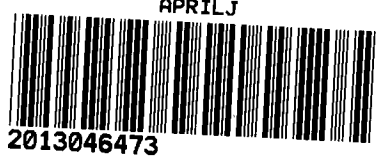


FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2013 DEC 16 09:01:45 AM
BK:7414 PG:182-191
NOTICE
FEE:\$26.00
INSTRUMENT # 2013046473



Return to
ATC ASSOCIATES
2725 East Millbrook Rd
Ste 121
Raleigh NC 27604

NOTICE OF DRY-CLEANING SOLVENT REMEDIATION

Property Owner: Shannon Valley LLC
Recorded in Book _____, Page _____
Associated plat recorded in Plat Book 192, Page 316

This documentary component of a Notice of Dry-Cleaning Solvent Remediation (hereinafter "Notice") is hereby recorded on this ___ day of _____, 20___ by Shannon Valley LLC (hereinafter "Property Owner"). The survey plat component of the Notice is being recorded concurrently with this documentary component. The real property (hereinafter "Property") which is the subject of this Notice is located at 3710 Shannon Road, Durham, Durham County, North Carolina, Parcel Identification Number (PIN) 0810-14-22-9995.

The Property is contaminated with dry-cleaning solvent, as defined at North Carolina General Statutes (hereinafter "N.C.G.S."), Section (hereinafter "§") 143-215.104B(b)(9) and other contaminants, and is one of two parcels that make up the dry-cleaning solvent contamination site (hereinafter "Contamination Site"). This Notice has been approved by the North Carolina Department of Environment and Natural Resources, or its successor in function (hereinafter "DENR") under the authority of the Dry-Cleaning Solvent Cleanup Act of 1997, as amended, N.C.G.S. § 143-215.104A *et seq.* (hereinafter "DSCA"), and is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to NCGS § 143-215.104M. A Notice will be recorded separately in each chain of title of the Contamination Site.

Soil and groundwater at the Property are contaminated with dry-cleaning solvents associated with dry-cleaning operations at the former Shannon Cleaners (DSCA Site 32-0012) located at 3710 Shannon Road, in the Hope Valley Square shopping center. Dry-cleaning operations were conducted on the Property from approximately 1980 to 1998.

Pursuant to N.C.G.S. § 143-215.104M, this Notice is being filed in order to reduce or eliminate the danger to public health or the environment posed by the Property. Attached hereto as **Exhibit A** is a reduction, to 8 1/2" x 11", of the survey plat component of the Notice required

by N.C.G.S. § 143-215.104M. The survey plat has been prepared and certified by a professional land surveyor and meets the requirements of G.S. 47-30, and contains the following information required by N.C.G.S. § 143-215.104M:

- (1) A description of the location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks; and
- (2) The type, location and quantity of regulated dry-cleaning solvent contamination and other contaminants known to exist on the Property.

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

Pursuant to NCGS § 143-215.104M, a certified copy of this Notice must be filed within 15 days of receipt of DENR's approval of the Notice or the effective date of the dry-cleaning solvent remediation agreement, whichever is later. Pursuant to NCGS § 143-215.104M, the copy of the Notice certified by DENR must be recorded in the grantor index under the names of the owners of the land.

LAND-USE RESTRICTIONS

NCGS § 143-215.104M requires that the Notice identify any restrictions on the current and future use of the Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Property and that are designated in the dry-cleaning remediation agreement. The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR, or his/her designee, after the hazards have been eliminated, pursuant to NCGS §143-215.104M. Those restrictions are hereby imposed on the Property, and are as follows:

The following restrictions apply to Area "A" and Area "B" as shown on the survey plat attached as Exhibit A:.

- 1. The Property shall be used exclusively for retail, commercial or industrial purposes and related amenities (parking, landscape areas and walkways), and all other uses of the Property are prohibited except as approved in writing by DENR.**
- 2. Without prior written approval from DENR, the Property shall not be used for:**
 - a. child care centers or schools; or**
 - b. mining or extraction of coal, oil, gas or any mineral or non-mineral substances.**
- 3. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools that use groundwater, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without prior approval of DENR.**

4. In January of each year, on or before January 31st, the owner of any portion of the Property shall submit a notarized Annual DSCA Land-Use Restrictions Certification to DENR certifying that this Notice remains recorded at the Register of Deeds' office, and that the Land-Use Restrictions are being complied with.
5. No person conducting environmental assessment or remediation at the Property or involved in determining compliance with applicable land-use restrictions, at the direction of, or pursuant to a permit or order issued by DENR may be denied access to the Property for the purpose of conducting such activities.
6. The owner of any portion of the Property shall cause the instrument of any sale, lease, grant, or other transfer of any interest in the property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Notice. The failure to include such a provision shall not affect the validity or applicability of any land-use restriction in this Notice.

The following restrictions apply only to the portion of the property identified as Area "A" as shown on the survey plat attached as Exhibit A:

7. No activities that cause or create an increase in infiltration (for example, removal or demolition of materials such as asphalt, concrete, buildings, or other structures that by their use and nature minimize infiltration of rain or water runoff into potentially contaminated soil) may occur in Area "A" of the Property, as shown on Exhibit A, without prior approval of DENR.

EASEMENT (RIGHT OF ENTRY)

The property owner grants and conveys to DENR, its agents, contractors, and employees, and any person performing pollution remediation activities under the direction of DENR, access at reasonable times and under reasonable security requirements to the Property to determine and monitor compliance with the land-use restrictions set forth in this Notice. Such investigations and actions are necessary by DENR to ensure that use, occupancy, and activities of and at the Property are consistent with the land-use restrictions and to ensure that the structural integrity and continued effectiveness of any engineering controls (if appropriate) described in the Notice are maintained. Whenever possible, at least 48 hours advance notice will be given to the Property Owner prior to entry. Advance notice may not always be possible due to conditions such as response time to complaints and emergency situations.

REPRESENTATIONS AND WARRANTIES

The Property Owner hereby represents and warrants to the other signatories hereto:

- i) that the Property Owner is the sole owner of the Property; or that the Property Owner has provided to DENR the names of all other persons that own an interest in or hold an encumbrance on the Property and have notified such persons of the Property Owner's intention to enter into this Notice;

- ii) that the Property Owner has the power and authority to enter into this Notice, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- iii) that this Notice will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the Property Owner is a party or by which the Property Owner may be bound or affected.

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 Property. The land-use restrictions may also be enforced by DENR through the remedies provided in NCGS § 143-215.104P or by means of a civil action; by any unit of local government having jurisdiction over any part of the Property; and by any person eligible for liability protection under the DSCA who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Declaration 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.

If a land-use restriction set out in this Notice required under NCGS § 143-215.104.M is violated, the owner of the Property at the time the land-use restriction is violated, the owner's successors and assigns, and the owner's agents who direct or contract for alteration of the contamination site in violation of a land-use restriction shall be liable for remediation of all contaminants to unrestricted use standards.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Property is sold, leased, conveyed or transferred, pursuant to NCGS § 143-215.104M 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 Property has been contaminated with dry-cleaning solvent and, if appropriate, cleaned up under the DSCA.

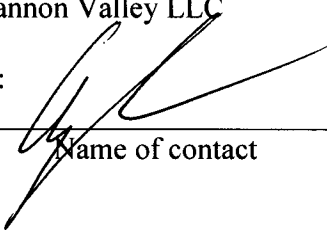
The Property Owner shall notify DENR within fourteen (14) calendar days of the effective date of any conveyance, grant, gift, or other transfer, whole or in part, of the Owner's interest in the property, but such notification requirement does not apply with regard to the Property Owner's execution of a lease of any portion of the Property. This Notice shall include the name, business address and phone number of the transferee and the expected date of transfer.

PROPERTY OWNER SIGNATURE

IN WITNESS WHEREOF, Property Owner has caused this instrument to be duly executed this 26 day of JUNE, 2013.

Shannon Valley LLC

By:

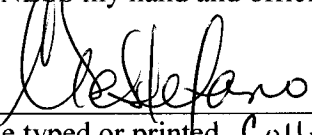


Name of contact

STATE OF New York
COUNTY OF SUFFOLK

I, Colleen DeStefano, a Notary Public of the county and state aforesaid, certify that Amy Stevens personally came before me this day and acknowledged that he/she is a Member of Shannon Valley LLC, and its Manager, and that by authority duly given and as the act of the company, the foregoing Notice of Dry-Cleaning Solvent Remediation was signed in its name by him.

WITNESS my hand and official stamp or seal, this 20th day of JUNE, 2013.



Name typed or printed Colleen DeStefano
Notary Public

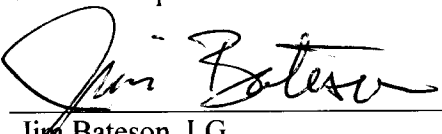
COLLEEN M. HATT DeSTEFANO
Notary Public, State of New York
No. 01HA5079492
Qualified in Nassau County
Commission Expires June 9, 2015

My Commission expires: JUNE 09, 2015
[Stamp/Seal]

APPROVAL AND CERTIFICATION

The foregoing Notice of Dry-Cleaning Solvent Remediation is hereby approved and certified.

North Carolina Department of Environment and Natural Resources

By: 

Jim Bateson, LG
Chief, Superfund Section
Division of Waste Management

10/16/2013
Date

"Approved for the purposes of N.C.G.S. 143-215.104M.

Jim Bateson

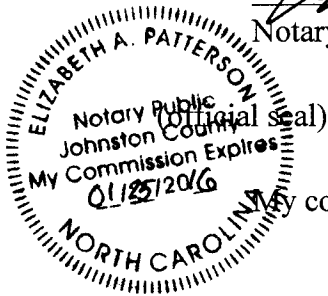
Jim Bateson, LG
Chief, Superfund Section
Division of Waste Management

**NORTH CAROLINA
WAKE COUNTY**

I, ELIZABETH A. PATTERSON, a Notary Public of ^{JOHNSTON} ~~said~~ County and State, do hereby certify that JIM BATESON did personally appear and sign before me this the 16TH day of OCTOBER, 2013.

Elizabeth A. Patterson

Notary Public (signature)



My commission expires JANUARY 25, 2016."

LIMITED POWER OF ATTORNEY

I SHANNON VALLEY LLC "Property Owner", do hereby grant a limited power of attorney to DENR and to DENR's independent contractors, as follows:

DENR and DENR's independent contractors shall have the limited power of attorney to record this Notice, including its documentary and survey plat components, in accordance with N.C.G.S. § 143-215.104M on my "Property Owner" behalf. This limited power of attorney shall terminate upon completion of the recordation of the Notice.

Signature of Property Owner _____
Dated this 20 day of JUNE, 2013.

STATE OF NEW YORK
COUNTY OF SUFFOLK

I, COLLEEN DE STEFANO, a Notary Public, do hereby certify that AMY STEVENS personally appeared before me this day and signed this "Limited Power of Attorney".

WITNESS my hand and official stamp or seal, this 20th day of JUNE, 2013.

Colleen DeStefano
Name typed or printed Colleen DeStefano
Notary Public

My Commission expires: JUNE 09 2015
[Stamp/Seal]

COLLEEN M. HATT DeSTEFANO
Notary Public, State of New York
No. 01HA5079492
Qualified in Nassau County
Commission Expires June 9, 2015

EXHIBIT A
REDUCTION OF SURVEY PLAT

EXHIBIT B
PROPERTY LEGAL DESCRIPTION

Being a certain tract of land lying in Durham Township, Durham County, North Carolina and being described as follows:

BEGINNING at an iron pin found at the northwest intersection of Shannon Road and Old Chapel Hill Road, said iron also being the southeast corner of the within described tract, thence along the northern right of way of said Old Chapel Hill Road on a curve to the left and having a radius of 1384.58' and a chord bearing and distance of S45°12'57"W 258.30' to an iron pin found, said iron being the southeast corner of a U.S. Postal Lease Agreement as described in deed book 1319 page 527, thence leaving the northern right of way of said Old Chapel Hill Road and with the eastern and northern line of said U. S. Postal Lease Agreement the following two (2) courses: N49°51'35"W 125.00' to an iron pin found, thence S83°59'40"W 41.58' to an iron pin found, said iron being a corner of Durham Section I Associates (tax parcel 0810-14-23-5476) see deed book 1863 page 872, said iron also being a corner of a 4.5 acre tract as shown on map titled "Radso-Shannon" as recorded in plat book 94 page 200, thence with the property line of said Durham Section I Associates the following five (5) courses: N49°51'35"W 86.47' to an iron pin found, thence N49°57'30"W 205.98' to an found mag nail and cap set in asphalt, thence N04°40'00"E 181.07' to an iron pin found, thence S85°20'00"E 138.00' to an found mag nail and cap set in asphalt, thence N03°05'07"E 96.00' to an iron pin found, said iron being the southwest corner of William Hugh Boone and Rebecca Alcorn Boone (tax parcel 0810-14-33-0225) see deed book 2077 page 563, said iron also being the southwest corner of Lot C of plat titled "Radso - Shannon" as recorded in plat book 131 page 206, thence with the southern property line of said William Hugh Boone and Rebecca Alcorn Boone and the southern property line of Lot C of said plat, S85°20'00"E 286.71' to an iron pin found in the western right of way of Shannon Road, said iron being the southeast corner of said William Hugh Boone and Rebecca Alcorn Boone, said iron also being the southeast corner of Lot C of said plat, thence along the western right of way of said Shannon Road the following two (2) courses: on a curve to the left and having a radius of 330.76' and a chord bearing and distance of S11°45'49"E 262.73' to an iron pin found, thence S35°09'53"E 82.08' to the point and place of BEGINNING. Containing 4.10 acres more or less all according to a survey titled "ALTA/ACSM LAND TITLE SURVEY FOR HAWTHORNE SHANNON PLAZA LLC" as performed by Timmons Group dated September 19, 2007 and certified October 31, 2007. Being known as (tax parcel 0810-14-22-9976) see deed book 1068 page 21. Also being a portion of a 4.5 acre tract as shown on map titled "Radso-Shannon" as recorded in plat book 94 page 200;

TOGETHER WITH the easements set forth in that certain Easement Agreement between Marvin Simon and C.G. Harris, partners trading as S and H Company, and RADSO-Shannon dated May 1, 1978, and recorded in Book 977, Page 487, Durham County Registry and that certain Easement Agreement between William Hugh Boone and Rebecca Alcorn Boone and RENR Associates Limited Partnership dated June 11, 1998, and recorded in Book 2568, Page 152, Durham County Registry; and

TOGETHER WITH AND SUBJECT TO the easements conveyed and the easements reserved in the North Carolina General Warranty Deed from RADSO-Shannon, Ltd. to RENR Associates dated September 25, 1981, and recorded in Book 1068, Page 21, Durham County Registry.