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DIVISION OF SITE  
ASSESSMENT & REMEDIATION

56553  
526 South Church St.  
Charlotte, NC 28202

Mailing Address  
PO Box 1006  
Mail Code EC13K  
Charlotte, NC 28201-1006  
704 382 8768  
704 382 6240 fax

December 4, 2006

Ms. Gail Rawls Jeter  
SC DHEC, Bureau of Land & Waste Management  
Division of Site Assessment & Remediation  
2600 Bull Street  
Columbia, SC 29201

SCANNED

Subject: Duke Power – Spartanburg MGP Site  
Restrictive Covenant, Piedmont Natural Gas Co, Inc.  
Voluntary Cleanup Contract 01-5406-RP

Dear Ms. Jeter:

Enclosed is a certified copy of the registered Land Use Restrictions for the above referenced property. They were registered at the Spartanburg County Register of Deeds office on November 30, 2006.

Please send to me the information required in the annual report, which Duke Energy will submit prior to May 31, 2007.

Please contact me at 704-382-8768 or at [jlbednarcik@duke-energy.com](mailto:jlbednarcik@duke-energy.com) if you have any questions or comments.

Sincerely,

Jessica L. Bednarcik, P.E.  
Environmental, Health & Safety

CC: Mr. Lucas Berresford, State Remediation  
MR. Matt Kanes, Piedmont Natural Gas



)  
)  
) **DECLARATION OF COVENANTS  
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (Declaration) is made and entered into this 25<sup>th</sup> day of October, 2006, by Piedmont Natural Gas Company, Inc., a North Carolina corporation, (hereinafter referred to as Piedmont).

**RECITALS**

WHEREAS, Piedmont is the owner of certain real property in Spartanburg, South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, contaminants in excess of allowable concentrations for unrestricted use remain at the Property; and

WHEREAS, the Property is the subject of Voluntary Cleanup Contract 01-5406-RP (VCC) entered into to by the South Carolina Department of Health and Environmental Control and Piedmont, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2005), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200.

WHEREAS, the Property may be used for certain purposes without further remediation in accordance with the conditions of the VCC and requires that certain restrictions are placed on development and use of the Property; and

WHEREAS, Piedmont has agreed to impose restrictions on the manner in which the Property may be developed (said restrictions to run with the land and inure to the benefit of and be enforceable by the Department and its successor agencies); and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Piedmont hereby declares and covenants on behalf of itself, its heirs, successors, and assigns that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to VCC 01-5406-RP dated, October 4, 2001, to include the following restrictions, which shall touch and concern and run with the title to the Property.


1. Piedmont hereby covenants for itself, its heirs, successors and assigns that the Property shall not be used for the following purposes: residential, agricultural, recreational, child day care facilities, schools, or elderly care facilities.

DATE: NOV 30 2006  
CERTIFIED TO BE A TRUE AND CORRECT COPY  
OF DOCUMENT ON RECORD AND FILE IN THIS OFFICE

REGISTER OF DEEDS  
Spartanburg County, South Carolina

2. Piedmont covenants for itself, its heirs, successors and assigns that groundwater beneath the Property may not be used for drinking or irrigation purposes without prior approval from the Department or its successor agency.
3. Piedmont covenants for itself, its heirs, successors and assigns that any building constructed or placed at the Site shall include a vapor control system that has been approved by Piedmont and the Department or its successors and assigns.
4. Piedmont covenants for itself, its heirs, successors and assigns that the Department or its successor agency, and all other parties performing response actions under the Department's oversight shall be provided reasonable access to inspect the property, to oversee the activities conducted on the property, or to take samples as may be necessary to enforce this Declaration.
5. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon Piedmont, its heirs, successors and assigns. Piedmont and its heirs, successors, and assigns shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants  
and Restrictions and any subsequent Amendments  
Recorded at \_\_\_\_\_

6. Piedmont, its heirs, successors and assigns shall submit to the Department a statement of maintenance of the covenants and restrictions as set forth above annually on May 31<sup>st</sup> of every year.
  7. This Declaration shall remain in place until such time as the Department has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
  8. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of Piedmont.
- 

IN WITNESS WHEREOF, PIEDMONT NATURAL GAS has caused this instrument to be executed as of the date first above written.

WITNESSES:

PIEDMONT NATURAL GAS

A NORTH CAROLINA CORPORATION

*Joseph P. Pagn*  
*Joe Jr*

By:

*[Signature]*

Sr. VP - Utility Operations

(Name and Title)

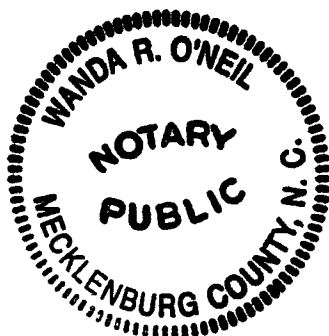
STATE OF North Carolina

COUNTY OF Mecklenburg

ACKNOWLEDGEMENT

I, Wanda R. O'Neil (Notary Public), do hereby certify that, Michael H. Yount, an authorized representative of PIEDMONT NATURAL GAS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, on behalf of the CORPORATION.

Witness my hand and official seal this 25th day of October, 2010.



Wanda R. O'Neil

Notary Public for North Carolina

My Commission Expires: April 26, 2011

IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

*[Signature]*

WITNESSES:

[Signature]

[Signature]

South Carolina Department of Health  
and Environmental Control

By: [Signature]

Robert W. King, Jr., P.E., Deputy  
Commissioner, Environmental Quality  
Control

South Carolina Department of Health  
and Environmental Control

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGEMENT

COUNTY OF RICHLAND )

I, Linda P. Troutman (Notary Public), do hereby certify  
that, Robert W. King, Jr., P.E., Deputy Commissioner Environmental Quality  
Control of the South Carolina Department of Health and Environmental Control,  
personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument.

Witness my hand and official seal this 14<sup>th</sup> day of November 2006

Linda P. Troutman

Notary Public for S.C.

My Commission Expires: 05/18/2011

## EXHIBIT A

BEGINNING at an iron pipe at the northeasterly corner of the intersection of North Pine Street and Linden Street and running thence along the easterly side of Oakland Avenue N. 15-25 W. 245.1 ft to an iron pipe; thence N. 15-25 W. 51.9 ft. to a stake; thence along a line parallel to and 50 ft. from the center line of Southern Railway southbound track, N. 59-08 E. 839.7 ft. to a stake; thence S. 10-00 E. 53.5 ft. to an iron pipe; thence S. 10-00 E. 105.0 ft. to an iron pipe, thence N. 77-30 W., 42.9 ft. to an iron pipe; thence S. 5 – 40 W., 278.4 ft. to the center line of Chinquapin Creek; thence in a southwesterly direction with the center line of Chinquapin Creek 76 ft. to the mount of Courthouse Branch; thence S. 13-27 E., 14.0 ft. to an iron pipe; thence S. 13-27 E., 130.0 ft. to an iron pipe on the northerly side of Linden Street; thence along the northerly side of Linden Street S. 69-23 W., 200.0 ft. to the point of BEGINNING, containing 6.05 acres, more or less.