MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
1200 BLYTHE BOULEVARD
CHARLOTTE NORTH CAROLINA 28203

SIR. NO. 20009
T.C. NO. 141-047-11
DATE: 9-16-83

Mr. Kenneth H. Johnson
1650 Arnold Drive
Charlotte, NC 28205

RE: Property located at 7734 Bouglas Drive

Dear Mr. Johnson:

At your request, a field investigation was conducted on the property designated above and was classified unsuitable for the installation of a ground absorption sewage disposal system. A copy of the site evaluation report is enclosed for your information.

Sites classified as unsuitable may be utilized for soil absorption disposal systems provided engineering, hydrogeologic, soil and environmental studies indicate that a suitable septic tank system or a suitable alternate system can be reasonably expected to function satisfactorily.

Should you desire to file for permission to install an alternate system, plans and specifications prepared by a person with a demonstrated knowledge of ground absorption sewage treatment disposal systems, soil and rock characteristics, groundwater hydrology and drainage systems should be submitted to this office. They will be reviewed and if it is found that the system may be reasonably expected to function satisfactorily, approval will be given upon the execution by you of "Septic Tank Agreemnt Form" provided by this office.

If I may be of assistance, please feel free to call.

Sincerely,

Bill D. Hardister, Jr.

Bill D. Hardister, Jr.
Environmental Health Supervisor

BDH/kbg

Enclosure

DEPARTMENT OF
ENVIRONMENTAL HEALTH
MECKLENBURG COUNTY,
NORTH CAROLINA

SITE EVALUATION

S.I.R. NO. 20009

T.C. NO. 141-047-11

(Ground Absorption Sewage Disposal)

OWNER: Kenneth H. Johnson
ADDRESS: 1650 Arnold Drive
Charlotte, N.C. 28205
LOCATION OF SITE: Douglas D.

PLAT NO: Lot 24
LOT SIZE: 37000

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4
1. SLOPE (%)	S 8-15% PS U	S PS U Complex slopes	S PS U 2-8%	S PS U
2. SOIL TEXTURE (12-36 inches) Sandy, Loamy, Clayey (Note 2-1 Clay)	S PS Clay U	S PS Clay U	S PS Clay U	S PS U
3. SOIL STRUCTURE (12-36 inches)	S PS Blocky U	S PS Blocky U	S PS Blocky U	S PS U
4. SOIL DEPTH (inches)	S PS 36-48" U	S PS U Depth Variable	S PS 36-48" U	S PS U
5. RESTRICTIVE HORIZONS (Inches) (Impervious strata, Rock)	S PS >36" U	S PS U <36"	S PS >36" U	S PS U
6. SOIL DRAINAGE/GROUNDWATER (external and internal)	S >48" PS U	S PS >36" to ground water U	S PS U Drainage way Floodplain	S PS U
7. OTHER (Specify)	S PS U Restricted Area	S PS U	S PS U	S PS U
8. SOIL GROUP	IVA	IVA	IVA	
9. SITE CLASSIFICATION	unsuitable	unsuitable	unsuitable	
10. SOIL SERIES	Cecil Lake	Complex slopes	Floodplain	

S - Suitable PS - Provisionally Suitable U - Unsuitable

**See Diagram on Back (includes: soil areas, property lines, roads, streams, gullies, wet areas, fill areas, wells, water bodies, slopes)

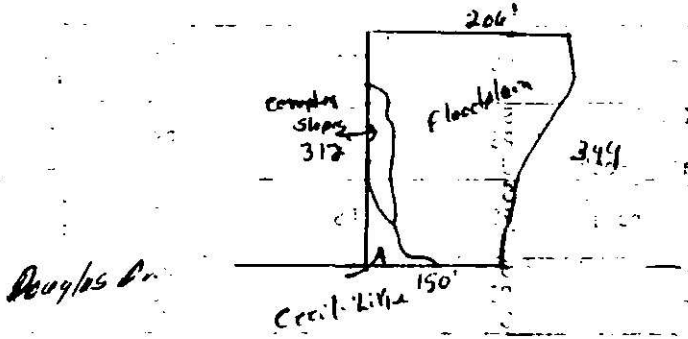
Recommendations/Comments:

Described by: William A. Marlin
Title: Soil Scientist

Date: 9-13-83

EHD 539 (Revised: 6/82)

2k


206'
Complex Slopes
312
Floodplain
349
A
150'
Cecil Lillie
Douglas Dr.

RYKO
MANUFACTURING COMPANY
The Finest Car Wash Systems
2531 DEAN • DES MOINES, IOWA 50317
TELEPHONE (515) 265-6831

December 24, 1982

Mr. John R. Viars
Fairfax County, Plumbing Plans Engineer
10555 Main Street, 6th Floor
Fairfax, Va. 22030

Dear Mr. Viars:

Enclosed please find a brochure and an operating description of the RYKO Enviromentalist II, Wash Water Recycling system.

The Enviromentalist II washes a car using recycled water and then rinses with fresh water from the main. The length of the car determines the length of time the car wash machine runs, and therefore, the amount of water used. For example: a 19 foot long American car recieving a RYKO Super Wash, will take one minute 50 seconds, and use 34.46 gallons of water, of which 3.96 gallons is fresh rinse water. This same 19 foot long automobile will carry out of the car wash bay, approximately four gallons of water on its surface, which is dispersed by dripping, the action of relative wind as the car is driven, and evaporation. This means that the system neither gains or looses water at any discernable rate. Most important, there is no overflow into the sewer.

Considering the amount of water used to wash and rinse, as opposed to what overflows (zero) the Enviromentalist II has been classified as a closed system, 100% reclaim!

Considering the difference between total water used compared to that portion which is not reclaimed, the Enviromentalist II has been classified from 88.5% to 92% reclaim, depending on the length of the car. The shorter the car, the higher the reclaim percentage.

The Enviromentalist II is completely automatic and requires no maintenance. Only the sand trap in the carwash bay requires periodic cleaning.

RYKO has been producing the Enviromentalist II for over three years. This unit is successfully meeting the enviromental requirement of a great many communities in the United States.

We request approval of the RYKO Enviromentalist II, Wash Water Recycling system for use with RYKO car wash equipment in Fairfax County, Virginia.

I shall be happy to meet with you and answer any questions you may have.

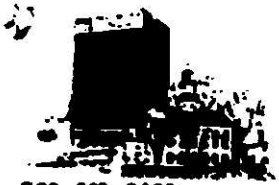
Sincerly,

Dayton S. Hedges, Jr.
Eastern Region Manager
RYKO MFG CO.

encl:

DSH/dh

note: Telecon J. Viars 1-6-83. Mr. renewed, approved - Ass't Chief renewed; approved - now on Chief Insp. desk.



703-691-3463

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

January 17, 1983

Mr. Dayton S. Hedges, Jr.
Eastern Region Manager
RYKO Manufacturing Company
2531 Dean
Des Moines, Iowa 50317

Re: Approval of Environmentalist II Wash Water Recycling System

Dear Mr. Hedges:

This is in reply to your letter of 12-24-82 to Mr. John R. Viars, Plans Engineer concerning the use of your equipment listed above.

After reviewing your letter and technical data, this office will approve the equipment stated above.

However, when a system is to be installed you must submit working drawings to the Plans Section. Contact Mr. Viars if you have any other questions on 691-3441.

Yours truly,

G. H. Williams
Chief Plumbing Inspector
The Fairfax Building
10555 Main Street
Fairfax, VA 22030

GHW/mq

cc: John R. Viars, Plans Engineer
Central Files

RYKO
MANUFACTURING COMPANY
The Finest Car Wash Systems
2531 DEAN • DES MOINES, IOWA 50317
TELEPHONE (515) 265-9631

RYKO ENVIROMENTALIST II

Water Recycling System

The RYKO Enviromentalist II is an economical water recycling system that is ideal for locations where local codes require the conservation of water or a minimum of sewage. The Enviromentalist II system is also desirable where water or sewage costs are extremely high. The Enviromentalist II is normally supplied as an original equipment option on RYKO car wash machines. If this system is ordered for an existing car wash, the price will vary and this information may not be 100% correct. The Enviromentalist II system works only with RYKO car wash equipment. Contact the factory for more information concerning retrofitting.

Benefits

Because the Enviromentalist II is a recycling system, car wash operating costs are reduced. Compared to a standard car wash operation, which uses 15 to 20 gallons per each Speed Wash or 30 to 40 gallons per each Super Wash, the Enviromentalist II system uses only 4 to 5 gallons of fresh water for each complete cycle. Recycled water is used for the majority of the wash. Fresh water is used to rinse the vehicle to prevent spotting which can be caused by the recycled water. During a normal wash with the Enviromentalist II system, 3 to 5 gallons are replaced by the rinse cycle. If desired this system may be adjusted to eliminate all overflow to the sanitary sewer.

Operating costs are further reduced because detergent needs to be added less often, as the detergent is saved and reused during the recycling process. The detergent tank on the carwash feeds only the foamer which requires a minimum of deteregnt solution. Detergent is also added to the wash water by dumping detergent into the second underground tank. One quart is added upon initial machine startup and then added only when necessary to provide for proper vehicle cleaning.

Installation Requirements
Equipment Supplied By RYKO

With the purchase of an Environmentalist II system the Environmentalist II pumping assembly is provided and the car wash is modified to enable it to control the recycling system. Modifications to the RYKO car wash include a control panel modified to operate the Environmentalist II system and a second manifold and umbilical hose attached to the machine to be used for the rinse water system. The Environmentalist II pumping assembly can be located against the same wall as the wash bay terminal box, near the exit end of the track, or in another bay or utility room. The size of the pumping assembly is 50" wide X 92" high x 16" deep.

Customer Responsibility

The drainage pit and two 1500 gallon underground tanks are to be supplied by the customer. These tanks can be pre-cast or cast-in-place concrete or some other material. Recommendations for the dimensions of the tanks will be supplied by RYKO upon request. These dimensions will be suggestions only. Local codes must be consulted for specific requirements. The tank capacity may vary in accordance with the projected car wash usage. Low and average usage locations will use the two 1500 gallon tanks while higher usage locations may require larger tanks.

A manhole access to each tank is suggested to provide a means for cleaning and flushing the tanks and cleaning the foot valve and strainer located inside tank II. Periodic cleaning and flushing may be necessary due to the buildup of sediment and road salt inside the tanks. The frequency of this cleanout will depend upon climate, locale, etc.

The customer must supply a 2" pipe from tank II to the Environmentalist II pumping assembly. This pipe must be equipped with a foot valve and strainer located inside tank II, 1'6" from the bottom of the tank. An 8' distance or less is recommended from the foot valve to the surface of the wash bay floor. 16' is the maximum distance as this is the maximum head that the 2½ h.p. pump can pull. A greater distance will prohibit the pump from functioning properly. The 2" pipe should come out of the floor as close to the Environmentalist II pumping assembly as possible.

Precautions should be taken to prevent against freezing of the Environmentalist II pumping assembly and piping in cold weather areas.

The customer must supply the utilities to the Environmentalist II pumping assembly. This includes a 3/4" water line at 40 psi from municipal water supply (the standard 1" water line to the car wash is not necessary with the Environmentalist II) and electrical service of: 3ϕ, 230 V., 15 A.; or 3ϕ, 460 V. 7.5 A.; or 1ϕ, 230 V., 30 A., in addition to the car wash electrical service. Conduit and 4-#14 AWG wires must be supplied from the wash bay terminal box to the Environmentalist II electrical box located inside the pumping assembly.

Typical bay layout drawings are supplied to demonstrate possible tank layout and dimensions and the location of the Environmentalist II pumping assembly and car wash.

Description of Operation

Wash and rinse water collects in the wash bay drainage pit. From the drainage pit the water flows through a 4" pipe to a 1500 gallon underground tank and then to a second 1500 gallon underground tank. These tanks serve 2 purposes: 1) to allow large dirt particles to settle out of the water; 2) as reservoirs for the system.

From the second tank the water is pulled through a foot valve and two strainers by a 2½ h.p. pump. The foot valve serves to prevent the pump suction line from draining between wash cycles causing the pump to loose prime and is located inside the second tank. The strainers are used to filter dirt particles from the water to prevent damaging and premature wear of the pump. The first strainer is located inside tank II and the second strainer is located inside the Environmentalist II pumping assembly, at the suction side of the pump.

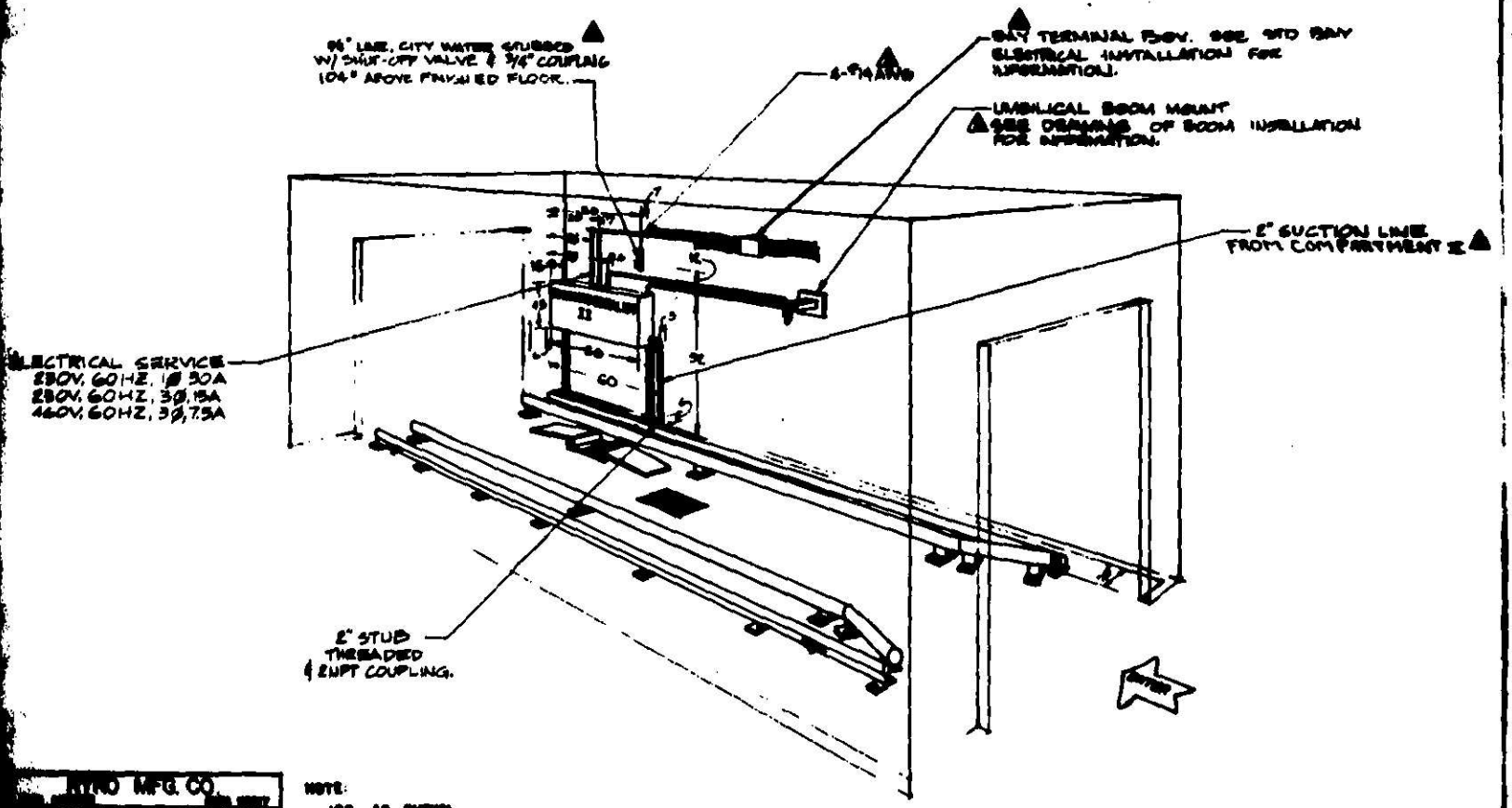
The pump then boosts the water through a cyclone separator. The cyclone separator extracts any remaining particles to as small as 74 microns to assure that the wash will not be done with an abrasive solution. The cyclone separator is equipped with an automatic blow-down and should be set at 2 to 3 seconds. This blow-down discharges directly onto the wash bay floor. It may be desirable to install a drain pipe from the discharge to a suitable container. From the cyclone separator the now recycled water goes to the car wash through a 1" flexible rubber hose to be used during the wash portion of the car wash cycle.

When the wash portion of the cycle is completed, the recycled water is shut off. At this time the rinse water is supplied from the municipal water system by a 1½ h.p. pump. The rinse water is pumped through a 3/4" flexible rubber hose to a manifold that is located on the car wash and isolated from the wash water manifold. The rinse manifold nozzles are sized to rinse thoroughly while using only 7.2 gallons-per-minute compared to the standard car wash water manifold which allows 17 to 20 gallons-per-minute. Each nozzle on the rinse manifold is equipped with a check valve and nozzle "aimer". The check valves are provided to prevent the manifold from draining between washes and the "aimers" enable the nozzle spray to be directed to give the most efficient rinse possible. During a Speed Wash cycle the car wash is designed to travel forward approximately 4' farther than during a normal wash at

the end of a cycle to provide adequate rinsing of the vehicle. This is accomplished with a 10 second timer relay by delaying programmer operation "RESET" for 4 to 5 seconds. Rinse-aid or wax is injected into the rinse water by a dema valve located at the discharge side of the rinse pump. The rinse-aid or wax is mixed the same as on a standard car wash in a 23 gallon tank located inside the Environmentalist II pumping assembly.

A garden hose attachment is provided for priming the wash pump suction line for initial machine start-up and for testing the wash water pump.

Once the system has been in operation for a while, the underground tanks may begin to emit an undesirable odor. This odor can be eliminated by adding a small amount of a general quat-base disinfectant or quaternary amonium chloride compound to the tanks. These chemicals can be purchased through most local janitorial suppliers. The use of these chemicals will usually boost the foaming action of the detergent, providing further savings as the use of detergent can be cut down even more.

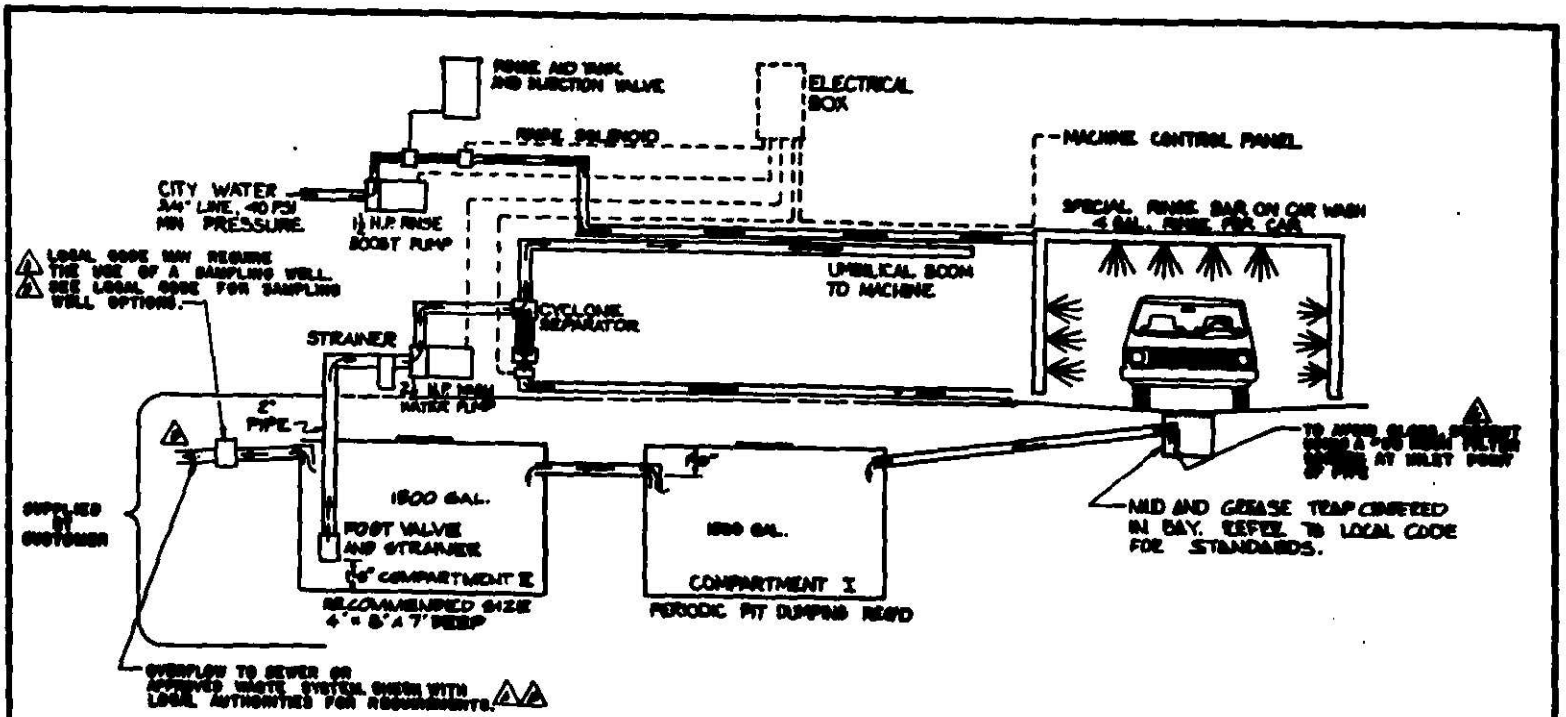


RYNO MFG. CO.	
INSTALLATION DRAWING, [illegible]	
TYPICAL BAY LAYOUT	
ENVIRONMENTALIST II	
[illegible]	
13-10007-100	REV. B

NOTE:

- -100 AS SHOWN
- -101 opposite
- DIMENSIONS TO CENTER OF PIPES (IN INCHES)
- ALL FINAL PLUMBING TO ENVIRONMENTALIST II, RINSE WATER IN AND OUT, WASH WATER IN AND OUT ARE HOSE CONNECTIONS.

ECO	LTR	REVISION	DATE	APVD
781-11	B	REV. NOTATION	9-22-[illegible]	[illegible]
781-13	A	SEE ECO 781-13	7-15-[illegible]	[illegible]



DRAIN PIPE SIZE CHART	
SIZE	SLOPE
4"	1:100
4"	1:77
3"	1:50
3"	1:44

501-17	C	ADD NOTE	9-22-1	RD
701-16	B	RELOCATE OVERFLOW	7-14-01	
373-17	A	[illegible]	5-11-15	
[illegible]	[illegible]	WAS	DATE	APVD

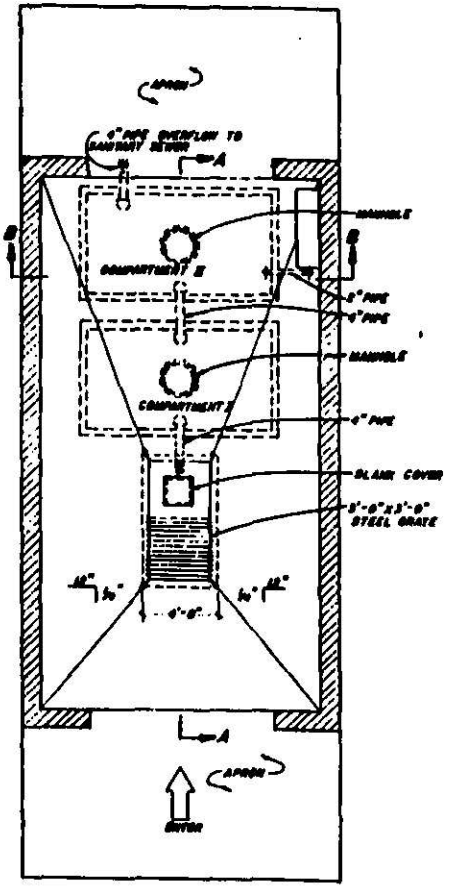
REVISIONS

RYKO MFG. CO.
DES MOINES IOWA 50317

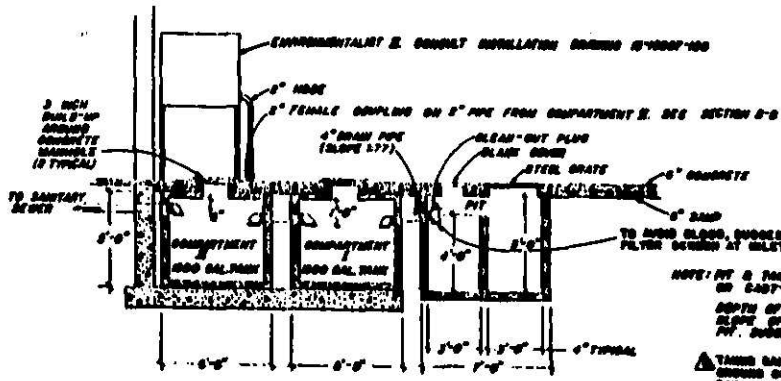
SCALE: NONE
DATE: 8/22/78
APPROVED BY: [illegible]
DRAWN BY: [illegible]
CHKD BY

ENVIRONMENTALIST II SCHEMATIC

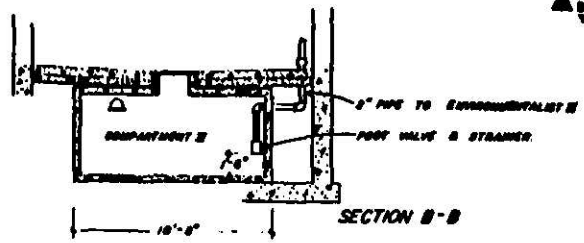
DRAWING NO. 16-10808-000
REVISION 6



NOTE: Unless Otherwise Specified
ALL DIMENSIONS & DETAILS ARE SUGGESTIONS ONLY.
CONSULT LOCAL CODES FOR SPECIFIC REQUIREMENTS.



SECTION A-A



SECTION B-B

301-17	D	ADD NOTES	9-23-81	
301-B	A	SEE ECO	3-13-81	
ECO	LTR	WAS	DATE	APVD

REVISIONS

APPLICATION		MATERIAL	TOLERANCE
PRODUCT	NEXT ASS'Y		.XX .06
RYKO 604			.XXX .010
RYKO 704			ANGULAR ± 5°
			AS NOTED BREAK ALL EDGES AND DEBURR ALL HOLES

RYKO MFG. CO.
DES MOINES IOWA 50617

TYPICAL SINGLE BAY LAYOUT - EV II

DRAWING NO. 13-12465-000 REVISION B

Po. 193-231-06.

Gulf Refining and Marketing Company

VIRGINIA—NORTH CAROLINA DISTRICT OFFICE

V. A. Bruno
MANAGER – RETAIL SALES
K. L. Klimmeck
DIRECTOR – REAL ESTATE

P. O. Box 11007
Richmond, VA 23230

September 8, 1983

Mecklenburg County Department of Environmental Health
1200 Blythe Boulevard
Charlotte, N.C. 28203

SUBJECT: Soil Test - U.S. 74 and Sam Newell Road
Charlotte, N.C.

Gentlemen:

Please find attached the Application for Soil Investigation, per the above property.

We would appreciate forwarding the results of this test to:

T. E. Foote
Gulf Refining and Marketing Co.
P. O. Box 29085
Charlotte, N.C. 28212

If more information is needed, please let us know.

Sincerely,

T. E. Foote

Attachments:

cc: Mr. K. L. Klimmeck

A DIVISION OF GULF OIL CORPORATION

OPTION TO PURCHASE REAL ESTATE

STATE OF North Carolina

COUNTY OF Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of FIFTEEN HUNDRED AND 00/100 Dollars ($1,500.00) paid to TOM MATTOX, JR. of 4615 Wilkinson Blvd., Charlotte, NC 28208, hereinafter called "SELLER", receipt of which is hereby acknowledged, SELLER hereby gives and grants to GULF OIL CORPORATION, a Pennsylvania corporation, hereinafter called "PURCHASER", its successors and assigns, the exclusive option to purchase the real property of SELLER situated in or near the City or Town of Charlotte, County or Parish of Mecklenburg, State of North Carolina, and particularly described as:

BEGINNING at the point of intersection of the westerly margin of the right-of-way of U.S. Highway 74 and the southerly margin of the right-of-way of Sam Newell Road; and runs thence from said BEGINNING point and with said westerly margin of the right-of-way of U.S. Highway 74 in a southerly direction 200'+, thence westerly 225'+, thence northerly 200'+, thence easterly 225'+ along the southerly margin of the right-of-way of Sam Newell Road to the point or place of BEGINNING.

Being approximately the same as drawn on the attached Schedule "A".

Together with all buildings and improvements situated thereon, unless indicated otherwise herein, and all of SELLER'S right and interest, reversionary or otherwise, in abutting highways, streets, avenues, and alleys.

SELLER guarantees that it has good and marketable fee simple record title to the subject property free from all liens and encumbrances. SELLER also guarantees that it has the right to sell and convey subject property.

This Option is given on the following terms and conditions:

1. PRICE AND TERMS OF PAYMENT. The purchase price for the property shall be ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars ($150,000.00). The consideration paid by PURCHASER to SELLER at the grant of this Option shall, upon exercise of this Option, become a deposit and shall be applied to the purchase price. The balance of the purchase price shall be paid in cash by PURCHASER at closing.

2. PERIOD OF OPTION AND EXERCISE. This Option is granted for a period of ONE HUNDRED TWENTY (120) days from the date hereof and shall be extended from month to month thereafter until necessary rezoning has been completed or until such time as zoning request has been rejected by Zoning Board or other Agents of Municipal Government. At any time during this period, this Option may be exercised by giving notice thereof to SELLER at 4615 Wilkinson Blvd, Charlotte, NC 28208.

3. NOTICES. Any notice hereunder shall be given in writing to the party for whom it is intended by letter or by telegram at the address specified herein, or such future address as may be designated in writing; to SELLER, at the address set forth above; to PURCHASER at P. O. Box 11287, Richmond, VA 23230; to any successor or assignee of either party, at the address stated in the notice of succession or assignment. Receipt of such letter or telegram and exercise of this Option shall be effective upon posting of such letter by the United States Mail or upon filing of such telegram with a commercial telegraph company.

4. TITLE INSURANCE. If this option is exercised, SELLER shall, within thirty days after the delivery to him of the notice of exercise, secure, at SELLER'S expense and submit it to PURCHASER for examination evidence of good and marketable title in the property by Owners Title Insurance Policy binder or Commitment issued by a title insurance company which is doing business in the State of North Carolina and is acceptable to PURCHASER, together with a survey made by a competent surveyor on tracing cloth and in accordance with the requirements of the attached sketch which is hereby incorporated and made a part of this agreement. Within thirty days thereafter PURCHASER shall give notice in writing to SELLER of any defects in or objections to the title as so evidenced, and SELLER shall clear title of the defects and objections so specified. PURCHASER shall have thirty days after receipt of curative matter to accept or to reject the same. If PURCHASER determines that title to the property is defective and unmarketable, it shall have the right at any time prior to closing to surrender this Option and receive back the consideration paid therefor.

5. DEED. SELLER shall execute and deliver to PURCHASER or to whatever person, persons or corporation it may designate, a good and sufficient General Warranty Deed coupled with exclusive right of possession, conveying

said property without any lien, encumbrance, restriction, encroachment or easement to PURCHASER or its nominee within sixty days after said property is zoned to permit service station use, company operated self serve gasoline outlet, convenience store or other related business establishment. PURCHASER shall pay over the balance of the purchase price simultaneously with the delivery of said deed. Along with the delivery of the deed SELLER agrees to furnish PURCHASER, at SELLER'S expense an Owner's Title Insurance Policy issued by the same title insurance company that issued the binder or commitment required in Paragraph 4 above, which policy shall reflect that SELLER'S title to the property is good and marketable, free from restrictions or zoning prohibiting or limiting the development of said property for use as a service station and other related business, and is free and clear of all liens and other encumbrances and which policy shall insure such title to PURCHASER for the full amount of the purchase price.

6. TITLE RESTRICTIONS AND ZONING. This Option is given and accepted and any exercise thereof is subject to and with the understanding that the property described is not restricted or zoned against the use thereof for a service station and related business and, further, that it is not restricted as to the type, character, cost and location of buildings, pump islands and other improvements or access to and from the streets upon which said property abuts, in such a way as to make the construction or operation of a service station and related business undesirable or impracticable in the opinion of PURCHASER. In the event such restrictions and/or zoning regulations do exist, SELLER agrees to have such restrictions and/or zoning regulations removed and/or rezoned within 120 days from date hereof. In the event the removal of restrictions and/or rezoning is not completed during the option period as shown in item two (2) then this Option shall be extended to cover such additional period as required to complete removal of restrictions and/or rezoning. SELLER hereby agrees, at his expense, to institute such applications and other information required by governmental or municipal authorities to secure removal of restrictions and/or rezoning. In the event SELLER is unable to secure removal of restrictions and/or rezoning to permit uses by PURCHASER described herein, SELLER shall promptly return to PURCHASER the consideration paid for this Option and this OPTION TO PURCHASE REAL ESTATE shall be declared null and void and both parties shall be relieved of all responsibility as outlined herein.

7. REPLATTING. If the conveyance of the property by SELLER to PURCHASER, or if the granting of any rights or easements by SELLER to PURCHASER requires the replatting or dedication of all or any part of property now owned by SELLER which includes the property to be conveyed to PURCHASER hereunder, then SELLER shall file any plat or dedication and comply with all other proceedings and requirements to complete such replatting and cause dedication to be made. All legal fees and other expenses in connection with such replatting or dedication shall be borne by SELLER.

8. UTILITIES. Sewer and water are not currently available from a municipal authority at the present time and PURCHASER understands a private source of water and sewage disposal must be provided on the property. Should PURCHASER be unable to secure permits required for these purposes it is understood and agreed this Option to Purchase Real Estate shall be declared null and void and both parties relieved of all responsibility as outlined herein.

9. LIENS, ASSESSMENTS, AND TAXES. It is understood and agreed that all outstanding liens and all other assessments which have been levied, if any, now matured or maturing in the future, or which are a lien on the date of conveyance, will be paid in full by SELLER at the time of delivery of the Warranty Deed. It is further agreed that all taxes which are assessed and are due and payable on the date of delivery of Deed shall be paid in full by SELLER and the receipts of said payments shall be delivered to PURCHASER. Taxes which are a lien, but not then due and payable, shall be apportioned as of the purchase date. SELLER shall pay for all applicable documentary stamps and all other taxes or transfer fees imposed on the transfer of title of the property covered hereby.

10. RIGHT OF ENTRY. SELLER agrees that during the period of this Option PURCHASER shall have the right to enter upon the property for the purposes of making soil and boring tests and examining existing structures. Such work shall be done at PURCHASER'S expense and in a manner that causes the least possible disturbance to SELLER'S use of the property. If this Option is not exercised PURCHASER shall either restore the ground surface to the same condition as existed prior to its entry or

compensate SELLER for any damage or injury to the land or to the improvements. If this Option is exercised, SELLER waives and releases PURCHASER from any and all claims for such restoration or damages.

11. CONDEMNATION. If prior to delivery of the deed by SELLER, all or any part of the property is condemned or appropriated by public quasi-public authorities or by any party lawfully exercising the power or right of eminent domain, or should SELLER execute a conveyance in lieu of such condemnation, or should SELLER receive notice from any condemning authority or party that the property or any part of it will be taken for public or quasi-public use, PURCHASER shall have the right either to: (a) declare this Option null and void, in which event SELLER shall immediately return to PURCHASER the consideration paid for this Option, or; (b) purchase the property subject to such condemnation, conveyance or notice of condemnation, in which event SELLER agrees to assign to PURCHASER all rights to the condemnation award. SELLER agrees that should SELLER receive notice from an empowered authority or party that the property will be condemned for public or quasi-public use SELLER shall promptly furnish a copy of such notice to PURCHASER.

12. RISK OF LOSS. If the property covered by this agreement is improved property, and, prior to delivery of deed by SELLER, the improvements on the property shall be destroyed or damaged by fire, casualty or by other means, PURCHASER shall have the right to declare this agreement null and void or, at its option, PURCHASER may accept the property in its destroyed or damaged condition. If PURCHASER elects to accept the destroyed or damaged property, SELLER agrees to assign to PURCHASER the proceeds and benefits of any insurance policies carried by them on the improvements on said property. In the event PURCHASER cancels this agreement under the provisions of this paragraph, SELLER shall promptly return to PURCHASER the consideration paid for this option.

13. FRUSTRATION OF PURPOSE. If SELLER is unable to show it has good and marketable title to the property or should the property prove to be zoned and/or restricted for use as a service station and related business or restricted as to the type, character, cost and location of buildings, pump

islands, and other improvements, or if access to and from the streets upon which the property abuts is restricted, in such a way as to make construction or operation of a service station and related business undesirable or impracticable in the opinion of PURCHASER, or should SELLER fail to furnish to PURCHASER the title policy and/or survey as hereinbefore provided, PURCHASER shall have the option of requiring SELLER to return the deposit or PURCHASER may waive any of its requirements under the provisions hereof and insist upon specific performance by SELLER.

14. LICENSES AND PERMITS. It is understood that PURCHASER may be required to obtain from the proper legal authorities certain licenses and permits for the construction of contemplated buildings or improvements on the property and for the conduct of the business intended by PURCHASER on the property. Should PURCHASER be unable after reasonable and diligent effort to secure such licenses and permits as may be required for the use of the property in its business, then it shall have the right at any time prior to date of closing to surrender this Option and receive back the consideration paid for it.

It is further agreed that PURCHASER shall have the right to assign this Option.

This Agreement shall be binding upon and inure to the benefit of the administrators, executors, successors and assigns of the respective parties.

EXECUTED in triplicate this 6th day of August, 1983.

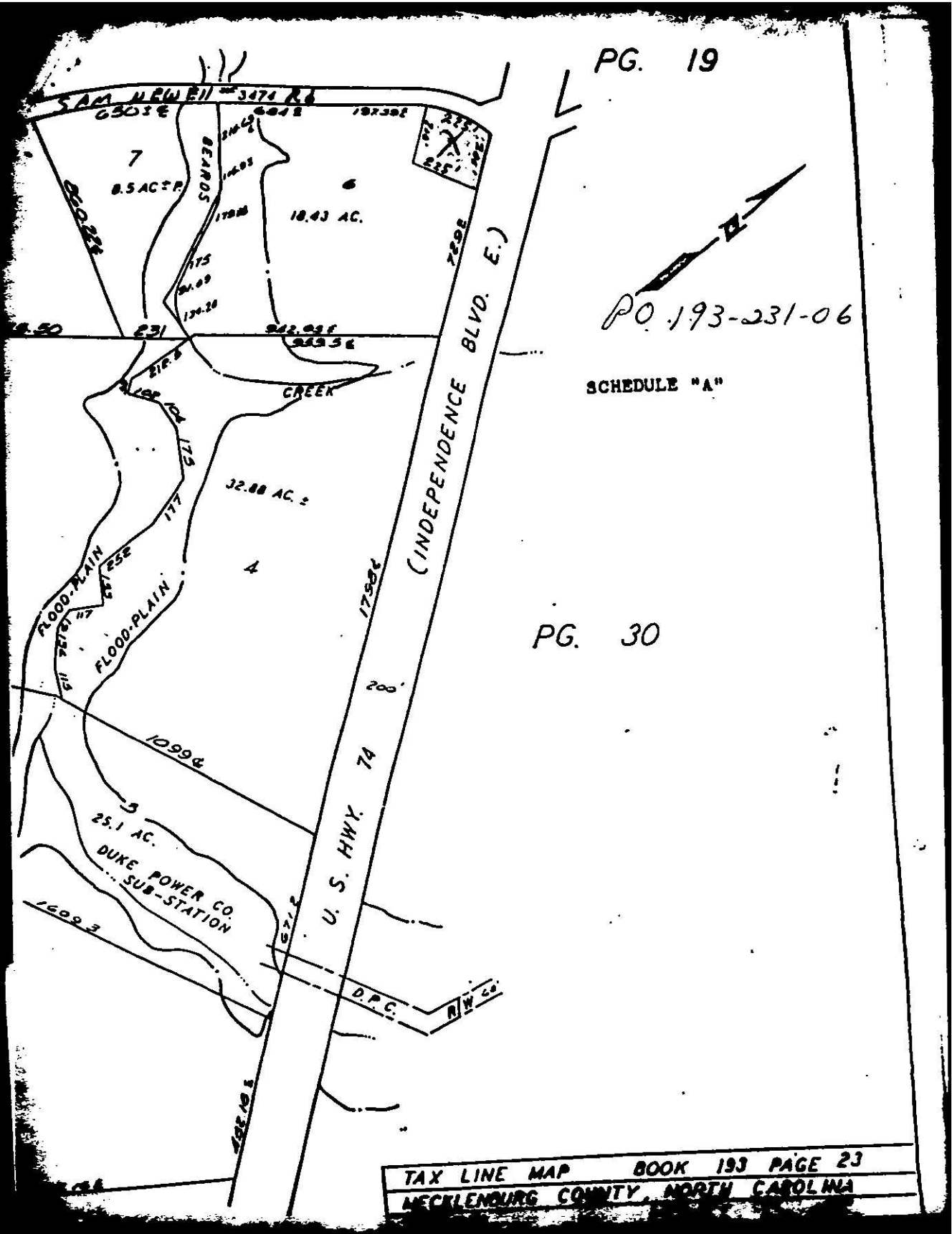
WITNESSES:

J. F. Caldwell

BY Tom Mattox, Jr.
TOM MATTOX, JR. (SELLER)

GULF OIL CORPORATION

BY K. L. Klumack
(PURCHASER)


PG. 19
SAM NEWELL #3474 R6
7
8.5 AC ± P.
BEARDS
6
18.43 AC.
231
CREEK
32.88 AC. ±
4
FLOOD-PLAIN
FLOOD-PLAIN
(INDEPENDENCE BLVD. E.)
U. S. HWY. 74
200'
1099
3
25.1 AC.
DUKE POWER CO.
SUB-STATION
D.P.C.
PO 193-231-06
SCHEDULE "A"
PG. 30
TAX LINE MAP BOOK 193 PAGE 23
MECKLENBURG COUNTY, NORTH CAROLINA