



5400 Glenwood Avenue, Suite 300  
Raleigh, North Carolina 27612  
tel: 919-325-3500  
fax: 919-781-5730

November 1, 2010

Ms. Elizabeth Werner  
North Carolina Department of Environment and Natural Resources  
Solid Waste Section  
401 Oberlin Road, Ste. 150  
Raleigh, NC 27605

Subject: Cumberland County, North Carolina  
Wilkes Road Yard Waste Treatment and Processing Facility  
Land Clearing/Inert Debris Landfill  
Property Deed

Dear Elizabeth:

CDM, on behalf of Cumberland County is providing herewith a copy of the Wilkes Road Property Deed, which includes the closed Wilkes Road Land Clearing/Inert Debris (LCID) Landfill - Permit No. 26-F. With submittal of this information, it is our understanding that the County has met all requirements for closure of the LCID landfill.

If you have any additional questions, please do not hesitate to call me at (919) 325-3500.

Regards,

A handwritten signature in blue ink, appearing to read 'W. Michael Brinchek'.

W. Michael Brinchek, P.E.  
Camp Dresser & McKee

Enclosures

cc: K. Hall, CCSWD  
M. Sanford, CDM

**Attachment – Wilkes Road Property Deed**

Excise Tax *None*

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
by \_\_\_\_\_

Mailed after recording to **REID, LEWIS & DEESE, ATTORNEYS AT LAW**  
P. O. Drawer 1358, Fayetteville, North Carolina 28302  
This instrument was prepared by **RICHARD M. LEWIS, JR.**  
Brief description for the Index **50.57 acres, B/S Wilkes Rd. and**  
*W/S N.C. 87*

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 6th day of March, 19 85, by and between

GRANTOR

GRANTEE

CUMBERLAND REDEVELOPMENT  
COMMISSION

COUNTY OF CUMBERLAND  
P. O. Drawer 1829  
Fayetteville, NC 28302

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Fayetteville, Cross Creek Township,

Cumberland County, North Carolina and more particularly described as follows:

BEGINNING at a concrete monument in the western margin of N. C. 87 (150 foot wide right-of-way), said concrete monument being located at the northern end of a site easement at the intersection with the northern margin of Wilkes Road (60 foot wide right-of-way), and proceeding thence for a first call from the western margin of N. C. 87, South 27 degrees 21 minutes West 51.82 feet to a concrete monument located in the northern margin of Wilkes Road, the southern end of said site easement; thence along the northern margin of Wilkes Road, South 79 degrees 12 minutes West 1284.42 feet to a point approximately in the middle of N. C. S. R. 2211 (60 foot wide right-of-way) where it intersects Wilkes Road; thence continuing along the northern margin of Wilkes Road, South 79 degrees 06 minutes West 1041.10 feet to a point located approximately in the middle of N. C. S. R. 2302 (60 foot wide right-of-way) where it intersects the northern margin of Wilkes Road; thence continuing along the northern margin of Wilkes Road with the following calls and distances: South 79 degrees 22 minutes West 862.28 feet; South 78 degrees 15 minutes West 100.27 feet; South 77 degrees 24 minutes West 100.19 feet; thence South 76 degrees 15 minutes West 100.32 feet; thence South 74 degrees 59 minutes West 100.32 feet; thence South 74 degrees 41 minutes West 70.11 feet; thence South 74 degrees 46 minutes West 228.04 feet to a concrete monument; thence leaving Wilkes Road, North 10 degrees 54 minutes West 518.04 feet to a concrete monument located in the Carolina Tel. and Tel. and CP&L 100 foot wide easement; thence North 79 degrees 09 minutes East 1357.53 feet to a concrete monument; thence North 03

degrees 05 minutes East 145.64 feet to a concrete monument located in said 100 foot wide easement; thence North 79 degrees 32 minutes East 2388.49 feet to a concrete monument located in the western margin of N. C. 87; thence along the western margin of N. C. 87, South 24 degrees 29 minutes East 583.17 feet to the point and place of beginning and containing 50.57 acres, more or less.

The above description is taken from a map prepared by Moorman, Little & Kizer, Inc., dated December, 1980, and entitled "Wilkes Road Community Development Program Area for Cumberland Redevelopment Commission".

The property is conveyed subject to all covenants, restrictions and stipulations as set forth in the attached document entitled "Community Development Block Grant Program, Urban Renewal Plan for Wilkes Road Community Development Program, Cumberland County, North Carolina, November, 1976, Revised September, 1977", the same being covenants attaching to and running with the land, and which shall remain in full force and effect for a period of 30 years from November, 1976.

The property hereinabove described was acquired by Grantor by instrument recorded in \_\_\_\_\_

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

This Deed is made subject to Rights-of-Way and Easements as appear of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

CUMBERLAND REDEVELOPMENT COMMISSION

BY: *William J. Nathan* (Signature)  
Chairman (Title)  
ATTEST: *Richard L. ...* (Signature)  
Secretary (Corporate Seal)

USE BLACK INK ONLY

\_\_\_\_\_  
(Corporate Name)  
BY: \_\_\_\_\_  
\_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

STATE OF NORTH CAROLINA

CUMBERLAND COUNTY

Before me, David R. Kimbel, a Notary Public within and for the State and County aforesaid, personally appeared Shelton Norris and Richard Herrera, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Chairman and Secretary, respectively, of the Cumberland Redevelopment Commission, the within named bargainor, a corporation, and that they as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Shelton Norris as such Chairman and attesting the same by said Richard Herrera as such Secretary.

WITNESS my hand and official seal at Office in the State and County aforesaid on this the 19th day of March, 19 85.

*David R. Kimbel*  
Notary Public

My Commission Expires

July 19, 1988

I, a Notary Public of the County and State aforesaid, certify that ..... personally came before me this day and acknowledged that ..... be is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by ..... as its Secretary. Witness my hand and official stamp or seal, this ..... day of ..... 19..... My commission expires: ..... Notary Public

SEAL - STAMP

NORTH CAROLINA, ..... County.

I, a Notary Public of the County and State aforesaid, certify that ..... personally came before me this day and acknowledged that ..... be is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by ..... as its Secretary. Witness my hand and official stamp or seal, this ..... day of ..... 19..... My commission expires: ..... Notary Public

NORTH CAROLINA, CUMBERLAND COUNTY

The foregoing or annexed certificate of David R. Kimbel

Notary Public/Notaries Public is/are certified to be correct.

This instrument was presented for registration and recorded in this Office at Book 3056 Page 669

This 19 day of March 19 85 at 2:20 O'clock P.M.

George E. Tatum  
Register of Deeds

By James L. Hillman  
Deputy Register of Deeds

NO REVENUE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
URBAN RENEWAL PLAN FOR WILKES ROAD COMMUNITY DEVELOPMENT PROGRAM  
Cumberland County, North Carolina

November, 1976  
Revised September, 1977

Table of Contents

This Urban Renewal Plan relates to a blighted area known as Wilkes Road Community Development Program Area (hereinafter referred to as the "CDP"), located in Cumberland County, North Carolina (hereinafter referred to as the "County") and undertaken by the Cumberland Redevelopment Commission (hereinafter referred to as the "Local Public Agency" or "LPA") in accordance with and in furtherance of the objectives of the North Carolina Redevelopment Law (General Statutes of North Carolina, Section 160A-500, et seq., as amended). The Urban Renewal Plan also constitutes the Redevelopment Plan for the area.

The text, pages 1 through 9, which comprises a part of the Urban Renewal Plan includes the following:

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MAPS

- Existing Land Use and Community Development Program Area Boundary Map
- Land Use Map--Community Development Program Area
- Land Acquisition Map--Community Development Program Area
- Existing Zoning Map--Community Development Program Area
- Proposed Zoning Map--Community Development Program Area
- Preliminary Site Plan--Community Development Program Area

EXHIBITS

A. Boundary Description

Urban Renewal Plan

A. Description of Community Development Program Area

See attached Exhibit A entitled "Boundary Description Wilkes Road Community Development Program"

See map entitled "Existing Land Use and Community Development Program Area Boundary Map" which identifies boundaries of Community Development Program Area.

B. Statement of Redevelopment Plan Objectives

The Community Development Program "CDP" Area was selected with the objective of replacing a blighted area with an area designated for public reuse. There is a high incidence of blight within the "CDP" Area consisting of both structural and environmental deterioration. Structures warranting clearance will be removed as will those considered economically infeasible of rehabilitation and others requiring acquisition for planning reasons.

The intent of this urban renewal plan is to assemble a public reuse area which will provide open space for conservation and park purposes as well as to provide right-of-way for a major highway connector.

The intent is to further the County's efforts in the removal of blight and to create space for public reuse commensurate with the County's comprehensive plan objectives.

C. General Land Use Plan

1. Land Use Map

The map entitled "Land Use Map--Community Development Program Area" indicates the proposed location of land uses and circulation routes for the "CDP" area. This plan has been prepared in conformance with appropriate elements of the County's General Plan.

2. Description of Each Predominant Land Use Category

The only use of land planned for the redeveloped "CDP" area is public land reuse. Specific controls that will determine the use are included in Section E, Land Disposition Supplement, below.

3. Planning Criteria or Standards

- a. The General Plan elements of Cumberland County serve as the guide for the development of planning criteria and standards. The intent is for the planning criteria and standards to allow for the maximum flexibility that is consistent with sound planning principles. The only use planned for the "CDP" area is the public reuse described above in Section B, and further detailed in Section E.
- b. No other public improvements or facilities are contemplated for the "CDP" area other than the ones reflected on the "Land Use Map--Community Development Program Area".

D. Urban Renewal Techniques to be Used to Achieve Plan Objectives.

Within the "CDP" area all structures will be acquired and cleared.

1. Rehabilitation.

Not applicable.

2. Acquisition and Clearance.

The public reuse contemplated precludes any treatment other than clearance. Land will be acquired to meet the following objectives:

- a. Remove substandard conditions.
- b. Provide land for public reuse including right-of-way for a major highway connector.

The "LPA" will purchase all properties as designated on the "Land Acquisition Map--Community Development Program Area".

3. Temporary Project Improvements and Facilities

The "LPA" may utilize for conservation and park purposes the land reserved for highway right-of-way until such time as the highway is constructed.

E. Land Disposition Supplement

Community Development Program Area Land Use Map

Thoroughfares, other highways, and proposed land uses are shown on the "Land Use Map--Community Development Program Area". In conformity with the Land Use Plan and the Thoroughfare Plan for the City, the Urban Renewal Plan provides that the "CDP" will be

developed for public reuses.

The "LPA" will purchase all properties so designated on the "Land Acquisition Map--Community Development Program Area". The area will be cleared.

1. Land Use Designation and Standards.

Any sale, lease, retention, or dedication for public purposes of land in the "CDP" shall be subject to the restrictions which follow. In addition to the controls of the plan here set forth, the provisions of the City's Zoning Ordinance as amended will control. In all cases, the more restrictive control will govern the minimum standards.

Parcels designated for redevelopment on the "Land Use Map--Community Development Program Area" shall be used for public purposes having the following restrictions.

- a. Parcels P-1 and P-3 shall be restricted to conservation and park purposes. Structures on each parcel shall be restricted to a Comfort Station--Maintenance Building and Picnic Shelters. The minimum required setback from any highway right-of-way or any property line shall be one hundred fifty feet (150) feet. The maximum building height shall be fifteen (15) feet. The maximum lot coverage for structures shall be two (2) percent.

Off-street parking for park purposes is a permitted use.

Parcel P-2 shall be reserved for highway right-of-way with an interim use for conservation and park purposes.

2. Circulation.

Wilkes Road will serve the "CDP" area. In conformance with the Thoroughfare Plan additional highway right-of-way will be reserved.

3. Redevelopers Obligations.

Disposition of the land comprising the "CDP" area will be on the basis of affording maximum opportunity, consistent with the sound needs of the County as a whole, for the redevelopment of such area. The land will be disposed of by sale, lease, retention, or dedication to public bodies for redevelopment by them in accordance with the provisions of this Urban Renewal Plan and their contract with the "LPA".

The "LPA" in disposing of the land in the "CDP" area to be redeveloped by public parties will, in its contracts and deeds or other instruments with such parties, include such terms

and conditions as in the judgment of the "LPA" will be necessary or advisable to insure redevelopment of the "CDP" area and its use thereafter in accordance with this Urban Renewal Plan, and to prevent a recurrence of conditions of blight in the area.

Such provisions will be contained in such contracts, deeds, or other instruments irrespective of whether or not they duplicate in whole or in part requirements of existing or proposed zoning ordinances or other local laws or regulations with respect to the "CDP" area, so that such obligations may operate independently of such zoning and other laws or regulations. In all instances, the improvements to be constructed in the "CDP" area will be constructed in accordance with applicable zoning ordinance provisions and regulations and other codes and ordinances; the requirements of this Urban Renewal Plan; and such other requirements as may be set forth in the contracts between the "LPA" and the developers.

Such contracts, deeds, or other instruments, in addition to including such other terms and conditions as the "LPA" finds desirable in order to implement and effectuate the objectives of this Urban Renewal Plan, will obligate the purchasers of the land in the area and their successors in interest to:

- a. Devote the parcels owned by them to and only to the uses specified in this Urban Renewal Plan;
- b. Diligently prosecute the construction of the improvements agreed upon in the disposition contract and to begin and complete such improvements within a reasonable time as determined in the contract (this obligation, however, will not be made applicable to mortgagees and their successors in interest);
- c. Make no changes in such improvements after completion of the construction that are not in conformity with this Urban Renewal Plan.
- d. Not to assign contract rights or to resell or otherwise transfer the land (or interest therein) purchased by them, prior to the completion of the improvements thereof without the approval of the "LPA" and except on basis satisfactory to the "LPA"; and not to speculate in or with respect to such land.
- e. Not to effect or execute any agreement, lease, conveyance or other instrument whereby any parcels in the "CDP" area owned by them are restricted upon the basis of race, religion, color, or national origin in the sale, lease, or occupancy thereof. (This obligation is to be effective without limitation as to time, regardless of any termina-

tion date provided with respect to any other provisions of this Urban Renewal Plan.)

A certificate of completion will be issued to the redeveloper upon completion of the improvements in accordance with the plan and contract.

It is intended by this Urban Renewal Plan that the "LPA" be a beneficiary of all such covenants and obligations and that it (in addition to other appropriate public agencies) shall be entitled to represent the interest and to act on behalf of the "LPA" and the County in enforcing such and any other covenants and obligations as to the redevelopment and continued uses of the "CDP" area in accordance with this Urban Renewal Plan.

4. Duration of Controls

The controls and restrictions provided by this Urban Renewal Plan shall be in force and effect from the date of approval of this Urban Renewal Plan by the Chairman of the County Commissioners and the County Commissioners of Cumberland County and shall remain in effect until December 31, 1996.

F. Other Provisions Necessary to Meet State and Local Requirements

1. Preliminary Site Plan

The "Preliminary Site Plan--Community Development Program Area" indicates a tentative scheme for the redevelopment of the "CDP" area. This scheme will be modified according to more detailed planning by the redevelopers, but all proposed development will be subject to the land use designations and standards contained in this plan.

2. Proposed Changes in Zoning

The "CDP" area is unzoned as shown on the "Existing Zoning Map--Community Development Program Area". The area is proposed as a Conservancy District as shown on the "Proposed Zoning Map--Community Development Program Area".

3. Estimated Cost and Method of Financing

The Second Program Year is estimated to have a net program cost of \$240,000. Second Program Year activities include acquisition, demolition, relocation, planning and administration. The United States Government will contribute 100% of the net cost of the Second Program Year including relocation, or \$240,000.

Method of financing is as follows: During the execution period of the Second Program Year, the "LPA" will obtain working capital from Entitlement Funds dispersed as needed under a letter of credit from the United States Government. A harmonious management of program execution will enable the "LPA", the United States, and the County to interact in such a manner as to expeditiously fulfill the Second Program Year activities. In order to facilitate Second Program Year activities, the County, if it so desires, may contribute funds or non-cash grant-in-aid. The County's contribution is limited to what it legally can do within the framework of the law. The County is, however, specifically empowered under Section 160A-519, General Statutes of North Carolina, to provide the type of local grant-in-aid here contemplated. And by Section 160A-520, it may provide cash funds.

4. Method of Relocating Families and Individuals from Urban Renewal Area

The "LPA" has, in compliance with State and Federal law, a feasible method for the relocation of families and individuals to be displaced from the Second Program Year Area, and there are being provided in areas not generally less desirable in regard to public utilities and public and commercial facilities, at rents or prices within the financial means of the families or individuals displaced, as many units of decent, safe and sanitary dwellings as there are families and individuals to be displaced from the Second Program Year Area. Such units will be reasonably accessible to their places of employment.

Every family and individual displaced by the program, who is eligible for admission will, in accordance with Federal and State law, be given priority in vacancies or turnover in existing or new public housing. All possible relocation services will be extended to single persons and to non-residential establishments displaced by the program action.

The "LPA" considers a dwelling unit to be "standard housing" and to be decent, safe and sanitary where (a) it is in compliance with the County's building, housing, fire and sanitary codes; (b) it is in good repair and is weathertight, with no leakage or dampness; (c) it has no health, fire nor safety hazards within the structure or in the immediate vicinity; (d) it has safe running water, a private flush toilet, and a bathroom with tub or shower with hot and cold running water, all within the dwelling unit; (e) it has permanent, reasonably efficient kitchen facilities, including sink, cooking stove connections, shelves and storage space for food and utensils;

(f) it has facilities for washing and drying clothes; (g) it is large enough to accommodate the family without overcrowding; (h) it is equipped with adequate heating facilities or has flue connections for adequate heating equipment, is adequately ventilated by at least one openable window in every room and is screened, or screens are available; (i) it is safely and adequately wired for electricity; and (j) it is located in a neighborhood which is free from nuisances, is supplied with the community facilities of a standard neighborhood, and is reasonably accessible to transportation, schools, churches and stores.

It is intended that all dwellings into which Second Program Year Area displacees relocate will be inspected by the "LPA's" relocation staff. If the dwellings are not found to be decent, safe and sanitary, the move will be considered as temporary relocation only, and the "LPA" will then undertake to offer such displacees an opportunity to move into suitable standard housing. Families and individuals who move without notifying the "LPA" of their new address will be traced and similarly followed up.

Temporary relocation may be carried out where necessary in dwellings acquired in the Second Program Year Area and managed by the "LPA" or in other available dwellings within the County. Any dwellings used for temporary accommodations will be maintained in a minimum habitable condition, wind and weather tight.

The Executive Director of the "LPA" will be in charge of the relocation activity, and will maintain contact with the displacees, look after applications for public housing, locate suitable standard housing available in the community and will extend every assistance within the "LPA's" power in the relocation of families and individuals of the Second Program Year Area.

No family or individual will be required to move from any home in the Second Program Year Area unless they have opportunity to obtain suitable standard housing. As property is acquired, the occupants will be advised in writing and by personal interview in regard to their relocation, and information will be furnished as to suitable accommodations available. A file will be maintained by the "LPA" listing available dwellings evaluated through inspection by the relocation staff.

The relocation method is intended to remove any necessity to resort to eviction proceedings, which would be a last resort only if a family or individual completely fails to cooperate with the "LPA" or rejects relocation service or accommodations available without reason, or maintains a nuisance, or fails to recognize its obligation for rent due. It is contemplated that relocation will follow acquisition in an orderly manner, giving families and individuals sufficient time to choose a new home and prepare to relocate and that acquired property will not be operated and managed longer than necessary except for unforeseen circumstances.

In the opinion of the County Board of Commissioners, relocation of all families and individuals in the Second Program Year Area in accordance with State and Federal relocation requirements will be feasible.

G. Provisions for Amending Plan

The Urban Renewal Plan may be modified at any time by the "LPA" provided, if modified after the lease, or sale of property in the Urban Renewal area, the modification must be consented to by the redeveloper or redevelopers of such property, or his successor or their successors in interest, affected by the proposed modifications. Where the proposed modification will substantially change the Urban Renewal Plan as previously approved by the governing body, the modification must similarly be approved by the governing body of the County of Cumberland and the U. S. Department of Housing and Urban Development.

Revised December 31, 1976 BOOK 3056 PAGE 679  
Exhibit A

BOUNDARY DESCRIPTION  
WILKES ROAD COMMUNITY DEVELOPMENT PROGRAM  
CUMBERLAND COUNTY, N. C.

BEGINNING at a point located at the intersection of the centerline of highway N.C. 87 and the intersection of the southern right-of-way line of Wilkes Road projected; thence northerly approximately 690 feet along the centerline of highway N.C. 87 to a point located at the intersection of the centerline of highway N.C. 87 and a property line projected; thence westerly approximately 2481 feet along a property line projected and property lines to a property corner; thence southerly approximately 175 feet along a property line to a property corner; thence westerly approximately 1335 feet along a property line to a point located at the intersection of a property line projected and the property line; thence southerly approximately 568 feet along a property line projected and a property line and across Wilkes Road to a point located at the intersection of a property line projected and the southern right-of-way line of Wilkes Road; thence easterly approximately 4073 feet along the southern right-of-way line of Wilkes Road and the southern right-of-way line of Wilkes Road projected to the point of BEGINNING.